

## TABLE I-1, FIGURES & APPENDICES

<u>NUMBER</u>	<u>TITLE</u>
Table I-1	Kahena Wai Estates, Conceptual Master Site Plan, Property Improvements 10-year Plan
Figure I-1	Kahena Wai Estates, Existing Plot Plan – Conceptual Master Site Plan
Figure I-2	Kahena Wai Estates, Proposed Plot Plan – Conceptual Master Site Plan
Figure I-3	Kahena Wai Estates, Shoreline Plot Plan
Figure 1a	Regional Location and Kahena Wai Estates Location
Figure 1b	Site Location - Oblique Aerial of Kahena Wai Estates and General Unit Location
Figure 2a/b	SMA and FEMA Flood Zones Map
Figure 2c	FHAT Report
Figure 3	CCH GIS TMK Location, Fee Owners, and TMK Information
Figure 4a/b	Land Use Districts and USGS Geology Mapping
Figure 5a	Kapano & Puheemiki Koolauloa PLAT 05, Kahena Wai Estates
Figure 5b	Survey Plan for TMK (1) 5-3-005-070, Kahena Wai Estates
Figure 5c	Wetland Overlay and 50-foot Setback of KWE Plot Plan, (TMK (1) 5-3-005-007)
Figure 6	UIC Line and USFWS National Wetlands Inventory Mapper
Figure 7	Relative Sea Level Change Scenarios for Site (2.0 and 3.2 ft.)
Figure 8	Potential Economic Loss with Sea Level Rise Scenarios (2.0 and 3.2 ft.)
Figure 9	Annual High Wave Flooding (2.0 and 3.2 ft.) and NOAA Sea Level 6 ft. Rise Scenario
Figure 10	Hauula (Category 1 - 4 NWS SLOSH Model MOMs*) Storm Surge

\* National Weather Service, Sea, Lake, and Overland Surges from Hurricanes, Maximum of the Maximum

## APPENDICES

A	Site Photographs and Figure 1 – TMK in Association with Wetland Area
A-1	Certified Shoreline Survey, AUG 2011
B	Drawings for Dwelling Construction and IWS
C	Pre-Consulting Package Pre-Consulting, Comments and Responses & Community Presentations
D	Prior Archaeology Reports in Vicinity (available upon request due to size)
E	Declaration of Condominium Property Regime of Kahena Wai Estates (available upon request due to size)
F.	Wetlands Delineation Report

Page Intentionally Left Blank



Unit	TMK	Address	Zoning District	Lot Size	Present or Existing Conditions			Proposed			Maximum Development Potential	
					Present Land Use/Development Onsite	Floor Area (SF)	Building Area (SF)	Proposed Dwelling	Proposed Floor Area (SF)	Proposed Building Area (SF)	Proposed Building Area (SF)	Floor Area (SF)
1	<a href="#">530050700001</a>	53-450 UNIT 1 KAMEHAMEHA HWY	R5	4841 SF	Single-family dwelling	360	846	no change	360	846	2420	3388
2	<a href="#">530050700002</a>	53-452 UNIT 2 KAMEHAMEHA HWY	R5	4820 SF	Single-family dwelling	550	940	IWS septic system & extension	1147	1195	2410	3374
3	<a href="#">530050700003</a>	53-458 UNIT 3 KAMEHAMEHA HWY	R5	3997 SF	Single-family dwelling	678	788	IWS septic system & addition of 400SF	678	788	1999	2798
4	<a href="#">530050700004</a>	53-424 UNIT 4 KAMEHAMEHA HWY	R5	4171 SF	vacant	2071	0	Proposed new	2,125	2072	2086	2920
5	<a href="#">530050700005</a>	53-424 UNIT 5 KAMEHAMEHA HWY	R5	4099 SF	Unpermitted Structures	550	160	Proposed new	560	560	2050	2869
6	<a href="#">530050700006</a>	53-424 KAMEHAMEHA HWY UNIT 6	AG2	10000 SF	Unpermitted Structures	0	394	Accessory Farming Structure for Crop Production	497	497	1000	0
7	<a href="#">530050700007</a>	53-424 UNIT 7 KAMEHAMEHA HWY	R5	5123.46 SF	vacant	0	0	Proposed new	3,329	2540	2562	3586
	<a href="#">Wang</a>		AG2	3284.84 SF	vacant	0	0	none, landscaping	0	0	328	0
8	<a href="#">530050700008</a>	53-440 UNIT 8 KAMEHAMEHA HWY	R5	7684 SF	Single-family dwelling	738	1516	unpermitted additions	738	1516	3842	5379
9	<a href="#">530050700009</a>	53-428 UNIT 9 KAMEHAMEHA HWY	R5	10333 SF	vacant	0	0	Proposed new	5018	3821	5167	7233
10	<a href="#">530050700010</a>	53-424 UNIT 10 KAMEHAMEHA HWY	R5	38963 SF	vacant	0	0	Vacant - wetland	0	0	19482	27274
	<a href="#">Kahena Wai</a>		AG2	78068 SF	Unpermitted Structures	336	336	Farm Dwelling	336	336	7807	0
11	<a href="#">530050700011</a>	53-424 UNIT 11 KAMEHAMEHA HWY	R5	22463 SF	vacant	0	0	no plans	0	0	11231	15724
			R5	106494 SF	Four Single-Family Dwellings	4947	4250	Eight Single-Family Dwellings	13,955	13338	62384	74545
		<b>TOTAL</b>	AG2	91352.8 SF	Vacant and unpermitted structures	336	720	One Farm Dwelling	833	833	9135	0

Table I-1 Kahena Wai Estates – Conceptual Master Site Plan / Property Improvements 10-Year Plan

Page Intentionally Left Blank



Page Intentionally Left Blank

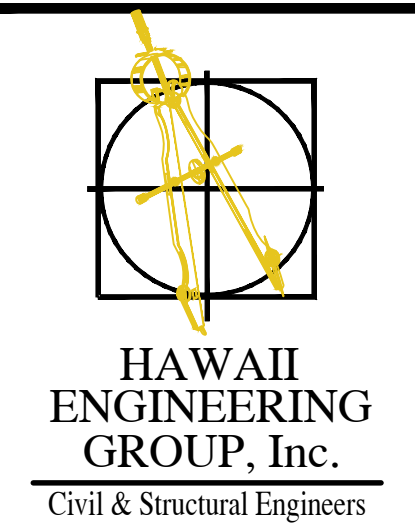
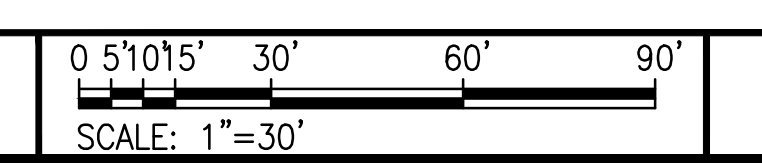
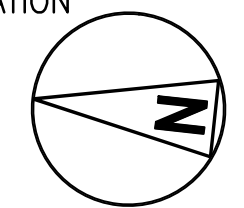


Figure I-2, Kahena Wai Estates, Proposed Plot Plan - Conceptual Master Site Plan

PROPOSED PLOT PLAN

**LEGEND**

	10 YEAR PLAN AGRICULTURE
	EXISTING STRUCTURES
	FIRST STORY STRUCTURE
	SECOND STORY STRUCTURE
	TO BE PERMITTED
	ROADWAY/DRIVEWAY
	ROOF EAVE/OVERHANG
	PROPERTY LINE
	AG DESIGNATION
	VEHICLE DESIGNATION



**PROJECT**  
 KAHENA WAI ESTATES  
 53-440 KAMEHAMEHA HIGHWAY  
 HAUULA, HI 96717

T.M.K. : 5-3-005:070

**SHEET TITLE**  
 PROPOSED  
 PLOT PLAN

**ISSUANCE/REVISIONS**

8/13/24 DPP COMM

Date 04/25/2024

Scale AS NOTED

Drawn By HD

Design By RI

Checked By RI

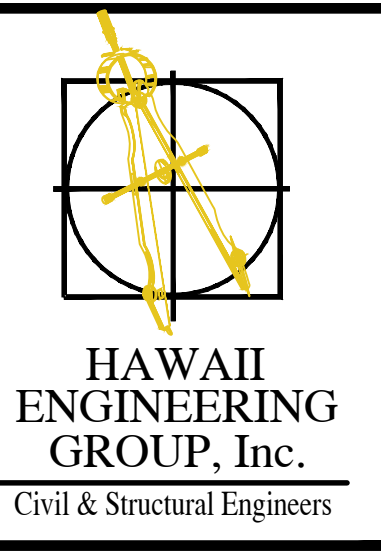
Job 22-126

Sheet **C103**  
 - Of - Sheets

C:\Users\helen\Documents\Project Data - 2022\Projects\22-126\Kahena Wai Estates\MapSite\MapSite\Plan\HEG to HLG\Group Kahena Wai OA SITE PLANS 20240828\_22-126.dwg, 8/28/2024 6:44:31 AM, ARCH full bleed D (24.00 x 36.00 inches), 1:1

Page Intentionally Left Blank





THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION

PROJECT  
KAHENA WAI ESTATES  
53-440 KAMEHAMEHA HIGHWAY  
HAUULA, HI 96717

T.M.K. : 5-3-005:070

SHEET TITLE  
SHORELINE PLOT PLAN

ISSUANCE/REVISIONS

8/13/24 DPP COMM

Date 04/25/2024

Scale AS NOTED

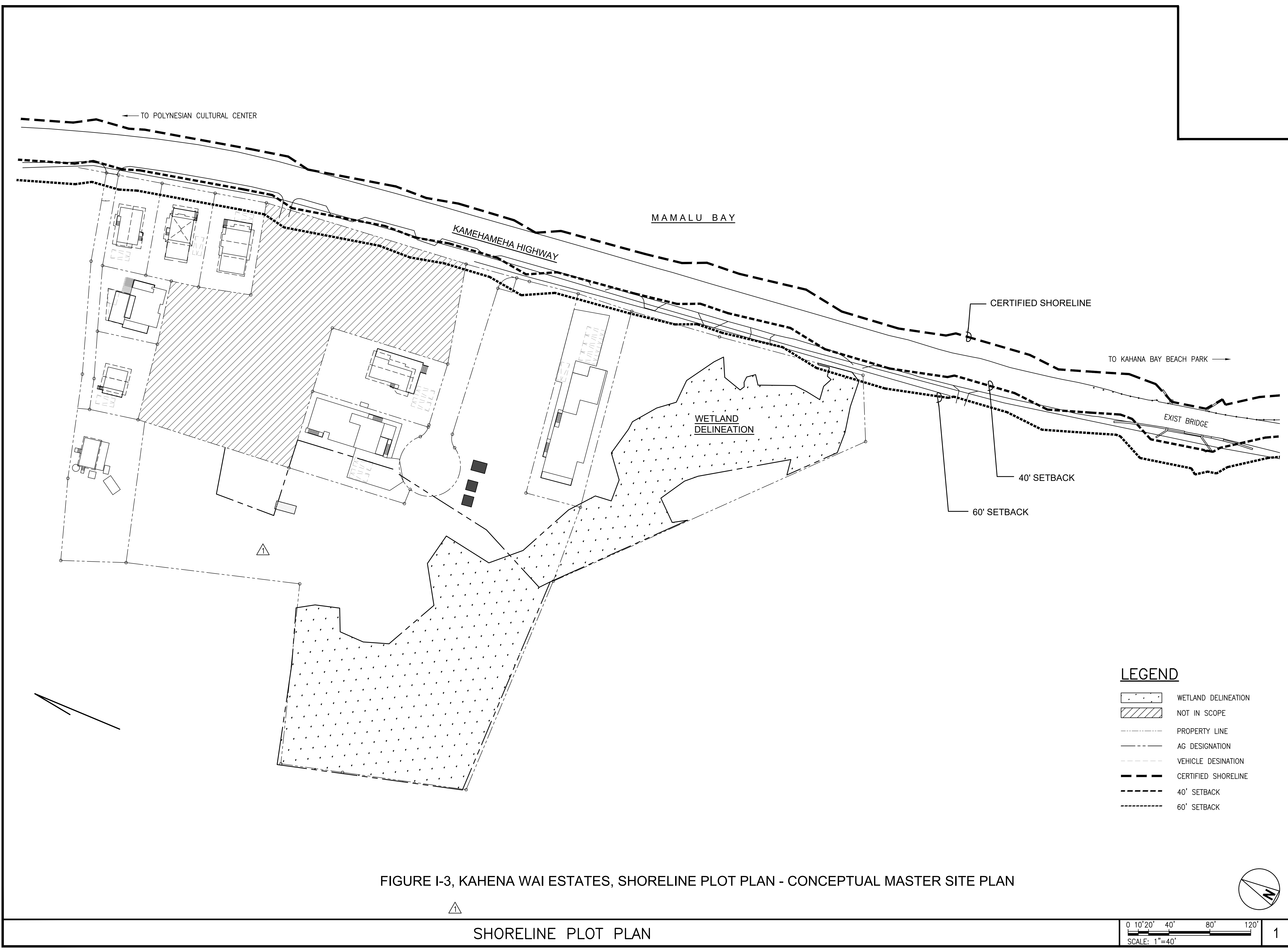
Drawn By HD

Design By RI

Checked By RI

Job 22-126

Sheet  
C102  
Of - Sheets



C:\Users\helen\Documents\Heg\Project Data - 2022\Project\22-126\Kahena Wai Estates\Misc\SWMS\Site Plan\OA\KAHENA WAI ESTATES.dwg, 8/20/2024 8:42:45 AM, ARCH full bleed D (24.00 x 36.00 inches), 1:1

Page Intentionally Left Blank



Figure 1a – Regional and Kahena Wai Estates Location

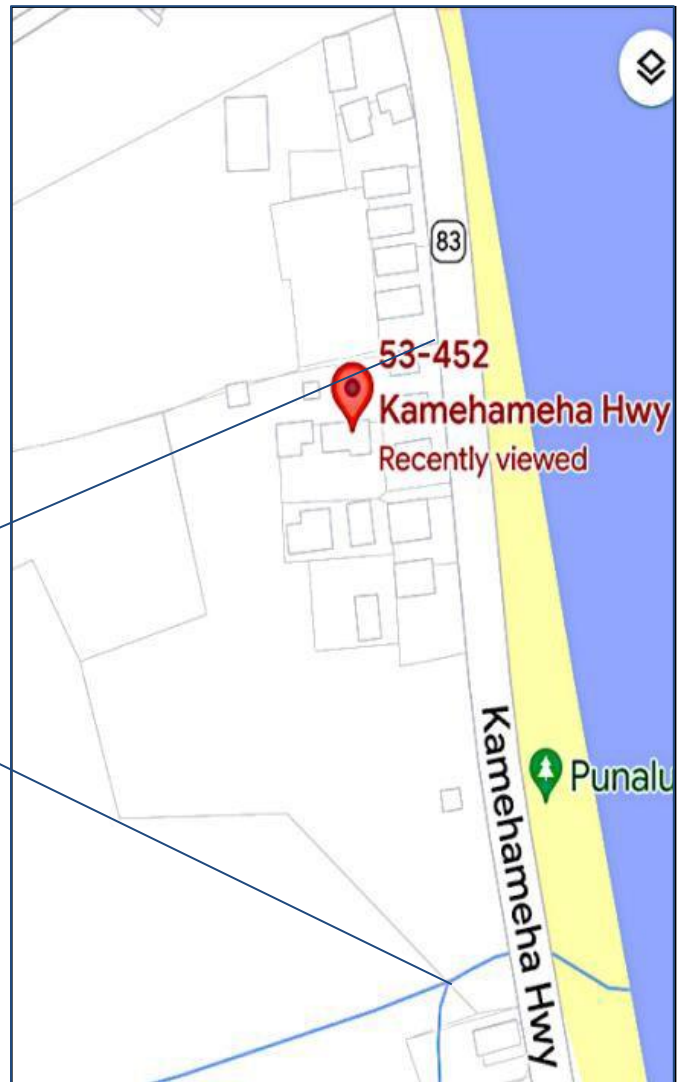




Figure 1b – Site Location, Oblique Aerial, Kahena Wai Estates and General Unit Locations





Figure 2a and 2b – SMA and FEMA Flood Zones Map

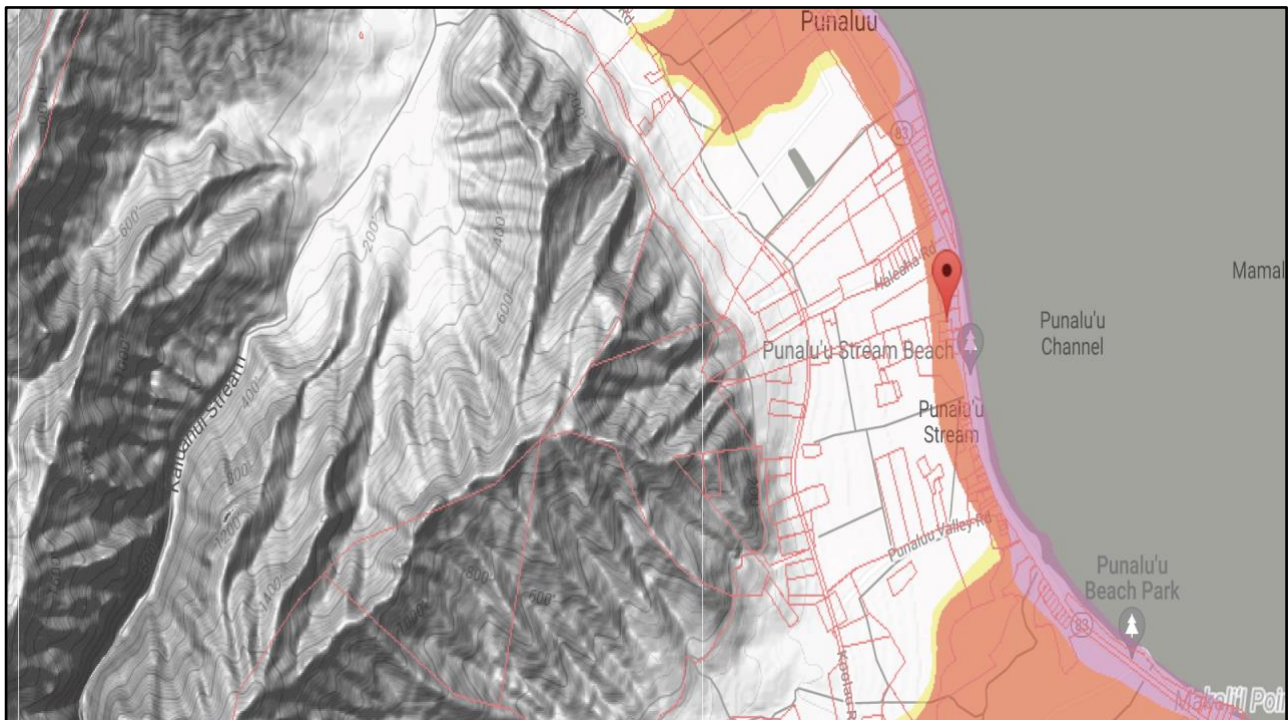
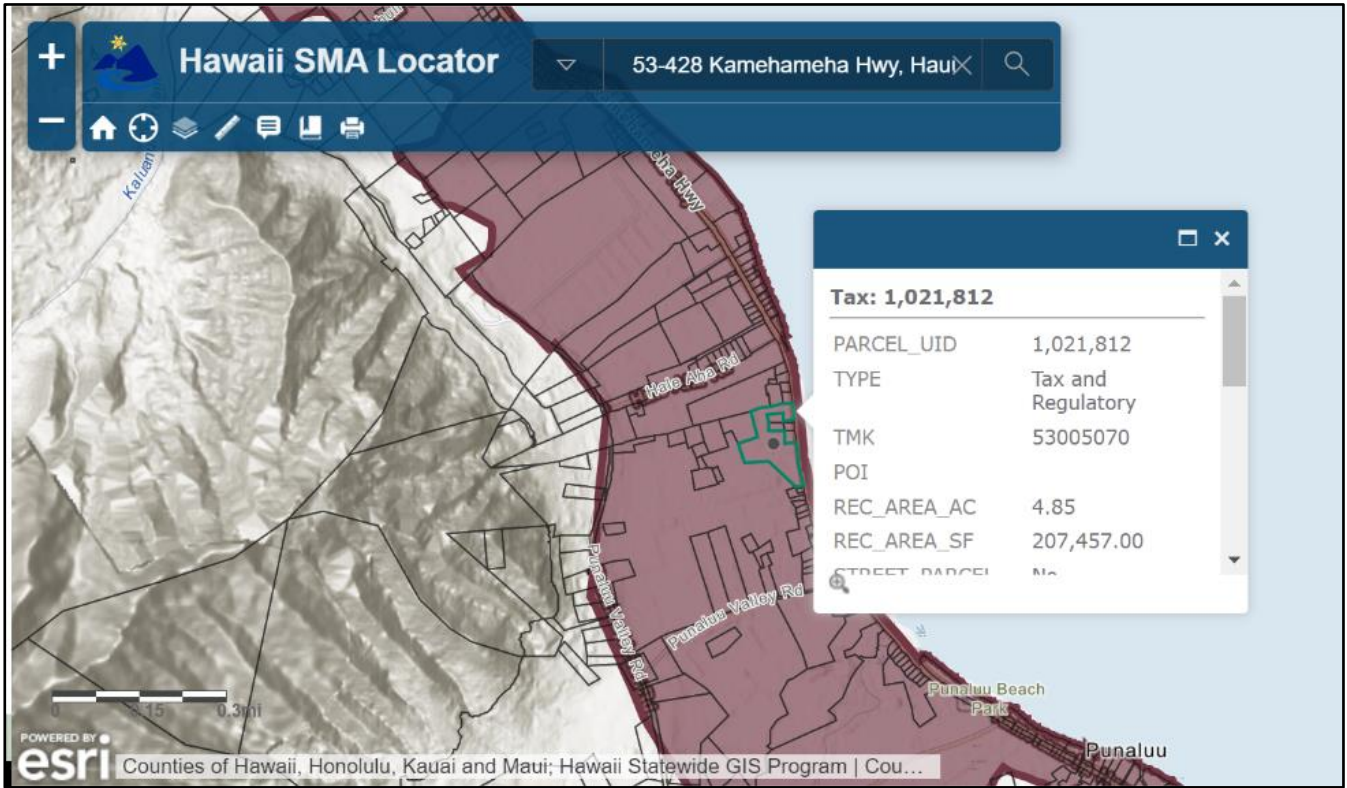



Figure 2c – Flood Hazard Assessment Report





**Flood Hazard Assessment Report**  
www.hawaii.nip.org

**FLOOD HAZARD ASSESSMENT TOOL LAYER LEGEND**  
*(Note: legend does not correspond with NFHL)*

---

**Property Information**


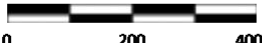
COUNTY: HONOLULU  
 TMK NO: (1) 5-3-005-070  
 WATERSHED: HALEHAA; PUNALUU  
 PARCEL ADDRESS: 53-428 KAMEHAMEHA HWY  
 HAAULUA, HI 96717

**Flood Hazard Information**

FIRM INDEX DATE: NOVEMBER 05, 2014  
 LETTER OF MAP CHANGE(S): NONE  
 FEMA FIRM PANEL: 1500300155G  
 PANEL EFFECTIVE DATE: JUNE 02, 2005

THIS PROPERTY IS WITHIN A TSUNAMI EVACUATION ZONE: YES  
 FOR MORE INFO, VISIT: <http://www.scd.hawaii.gov/>

THIS PROPERTY IS WITHIN A DAM EVACUATION ZONE: NO  
 FOR MORE INFO, VISIT: <http://dlnrreg.hawaii.gov/dam/>

*Disclaimer: The Hawaii Department of Land and Natural Resources (DLNR) assumes no responsibility arising from the use, accuracy, completeness, and timeliness of any information contained in this report. Viewers/Uses are responsible for verifying the accuracy of the information and agree to indemnify the DLNR, its officers, and employees from any liability which may arise from its use of its data or information.*

*If this map has been identified as 'PRELIMINARY', please note that it is being provided for informational purposes and is not to be used for flood insurance rating. Contact your county floodplain manager for flood zone determinations to be used for compliance with local floodplain management regulations.*

**Notes:**

**SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD** - The 1% annual chance flood (100-year), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. SFHAs include Zone A, AE, AH, AO, V, and VE. The Base Flood Elevation (BFE) is the water surface elevation of the 1% annual chance flood. Mandatory flood insurance purchase applies in these zones:

- Zone A: No BFE determined.
- Zone AE: BFE determined.
- Zone AH: Flood depths of 1 to 3 feet (usually areas of ponding); BFE determined.
- Zone AO: Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined.
- Zone V: Coastal flood zone with velocity hazard (wave action); no BFE determined.
- Zone VE: Coastal flood zone with velocity hazard (wave action); BFE determined.
- Zone AEF: Floodway areas in Zone AE. The floodway is the channel of stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without increasing the BFE.

**NON-SPECIAL FLOOD HAZARD AREA** - An area in a low-to-moderate risk flood zone. No mandatory flood insurance purchase requirements apply, but coverage is available in participating communities.

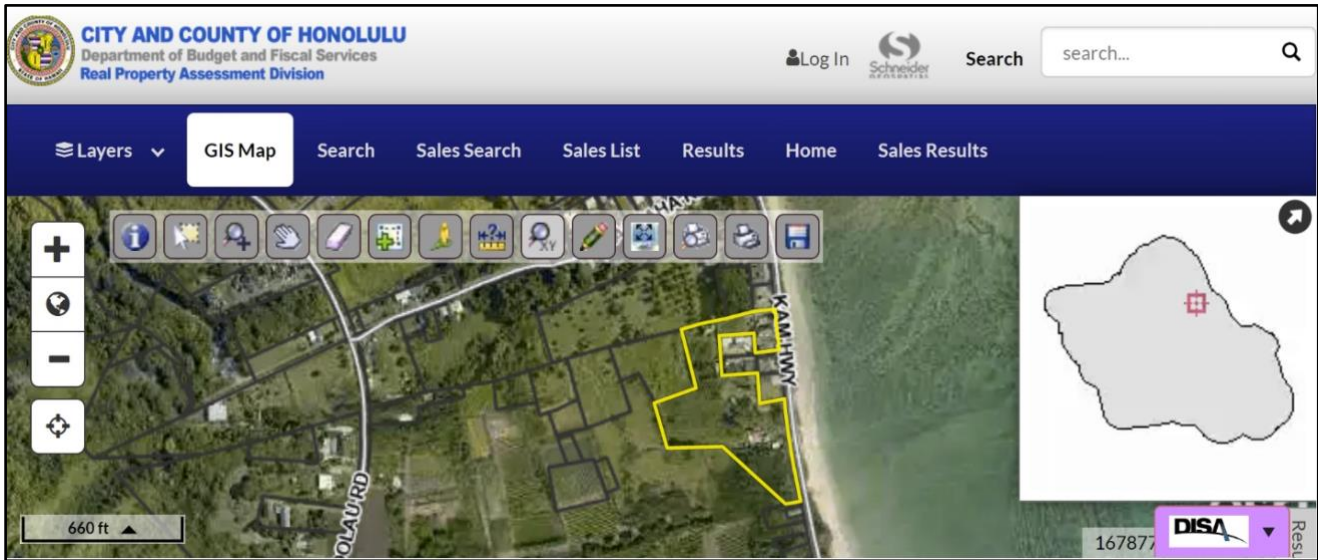
- Zone XS (X shaded): Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- Zone X: Areas determined to be outside the 0.2% annual chance floodplain.

**OTHER FLOOD AREAS**

- Zone D: Unstudied areas where flood hazards are undetermined, but flooding is possible. No mandatory flood insurance purchase apply, but coverage is available in participating communities.



Figure 3 – TMK Location, Fee Owners, and TMK Information



Permitting Searching DPP Home Sign In

### Tax Map Key

Details Warnings Building/Sign Permits Subdivision Permits Other Permits **Owners** History Assessments Str Setbacks Parcel Info

**Owner(s):**

- Fee Owner: BRAHMBHATT,NISHAL Pct: TMK: 53005070 HPR: 4 Address: 1483 MAHIOLE ST HONOLULU, HI
- Fee Owner: CLARK,JANET L TR Pct: TMK: 53005070 HPR: 6 Address: 53-424 KAMEHAMEHA HWY UNIT 6 HAUULA, HI
- Fee Owner: GUIN,NATALIA E Pct: TMK: 53005070 HPR: 1 Address: ,
- Fee Owner: GUIN,SETH A Pct: TMK: 53005070 HPR: 1 Address: 53-450 UNIT 1 KAMEHAMEHA HWY HAUULA, HI
- Fee Owner: HAINES,CAROL A Pct: TMK: 53005070 HPR: 3 Address: 53-458 UNIT 3 KAMEHAMEHA HWY 3 HAUULA, HI
- Fee Owner: KAHENA WAI ESTATES LLC Pct: 100 TMK: 53005070 HPR: 10 Address: 87-070 FARRINGTON HWY SUITE 303 WAIANAE, HI
- Fee Owner: KAHENA WAI ESTATES LLC Pct: 100 TMK: 53005070 HPR: 11 Address: 87-070 FARRINGTON HWY STE 303 WAIANAE, HI
- Fee Owner: KAHENA WAI ESTATES LLC Pct: 100 TMK: 53005070 HPR: 7 Address: 87-070 FARRINGTON HWY SUITE 303 WAIANAE, HI
- Fee Owner: KAHENA WAI ESTATES LLC Pct: 100 TMK: 53005070 HPR: 9 Address: 87-070 FARRINGTON HWY SUITE 303 WAIANAE, HI
- Fee Owner: MIRAMONTES,CAMILA Pct: TMK: 53005070 HPR: 2 Address: ,
- Fee Owner: MIRAMONTES,JOSHUA D Pct: TMK: 53005070 HPR: 2 Address: 53-452 KAMEHAMEHA HWY 2 HAUULA, HI
- Fee Owner: NICHOLSON,SHAWN Pct: TMK: 53005070 HPR: 5 Address: 130 DEAN ST HICKSVILLE, NY
- Fee Owner: OBA,DAYNE S Pct: TMK: 53005070 HPR: 8 Address: ,
- Fee Owner: OBA,SHANNON A Pct: TMK: 53005070 HPR: 8 Address: 3420 ALOHEA AVE A HONOLULU, HI

### Tax Map Key

Details Warnings Building/Sign Permits Subdivision Permits Other Permits **Owners** History A

Type	Description
Council District Effective 20032 – Matt Weyer	
Development Plan Areas	Koolauloa
Flood Zones	AE – 100 Year Flood, Base Flood Elevation Determined
Flood Zones	VE – 100 Year Flood, Coastal, Wave Action, Base Elevation Determined
Flood Zones	X – Beyond 500 Year Flood Plain
Height Limit	25'
Height Limit	25' unless sloping
Historic Site Register	None
Lot Restriction	None
Neighborhood Boards	28 – KOOLAULOA
SMA / Shoreline	In SMA
Slide Area	None
State Land Use	Agricultural District
State Land Use	Urban District
Street Setback	NONE
Zoning (LUO)	AG-2 General Agricultural District
Zoning (LUO)	R-5 Residential District

Figure 4a and 4b – Land Use Districts and USGS Geology Mapping

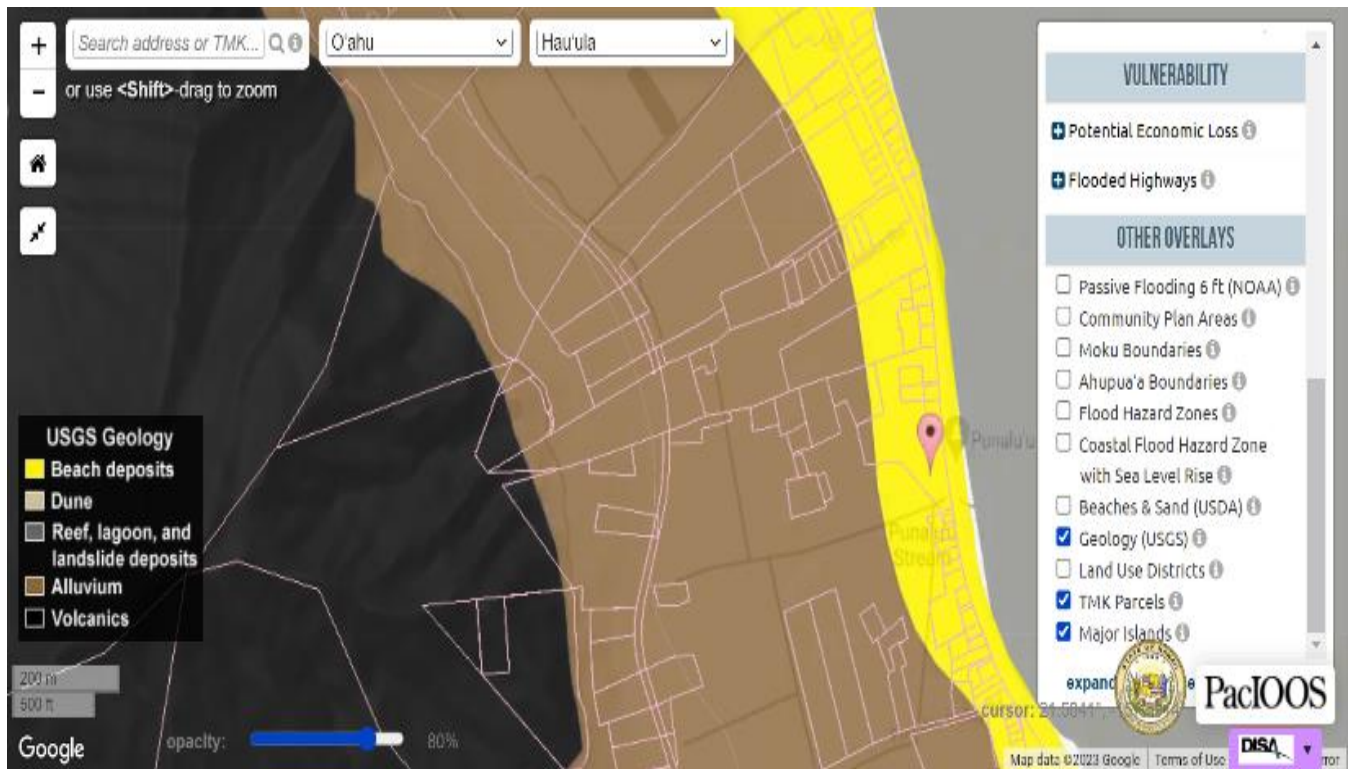
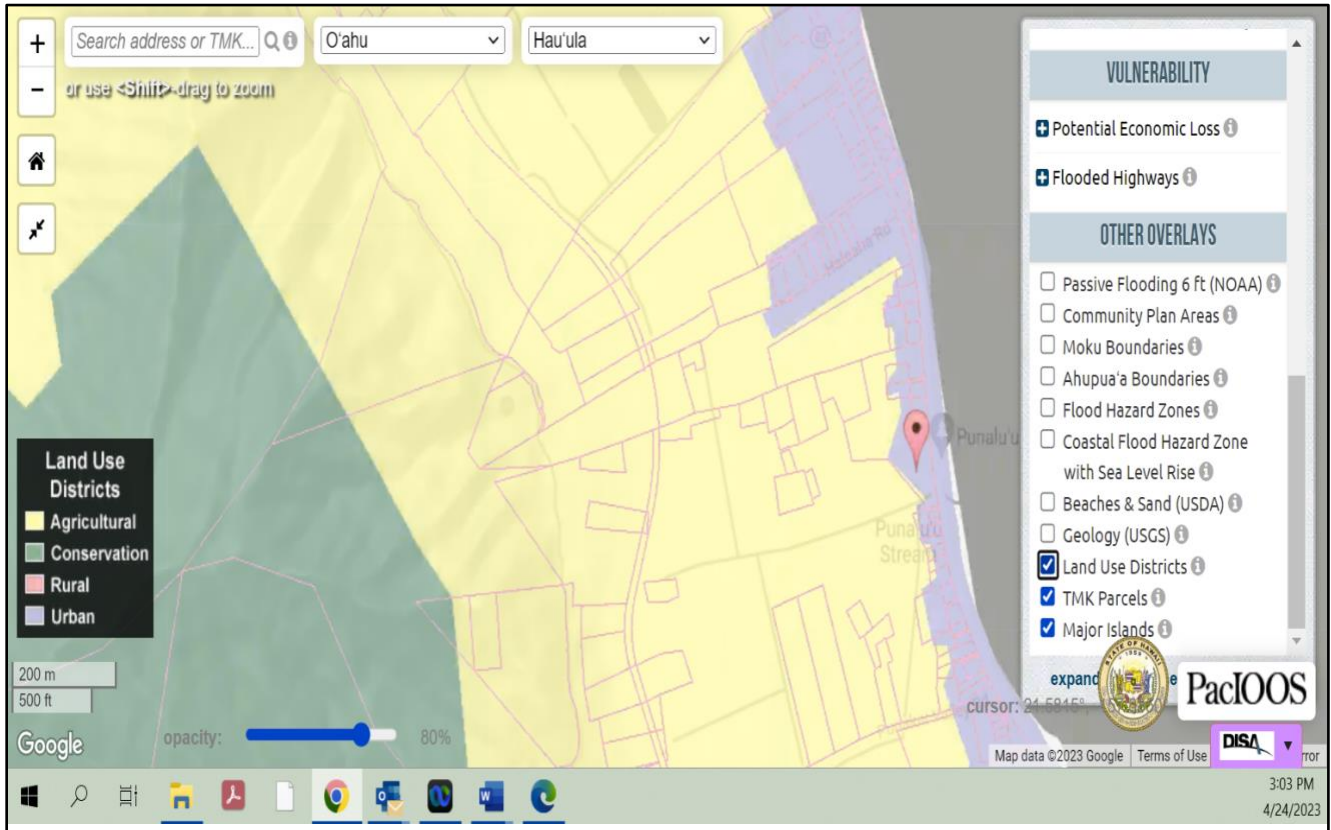




Figure 5a – Kapano & Puheemiki Koolauloa PLAT 05, Kahena Wai Estates

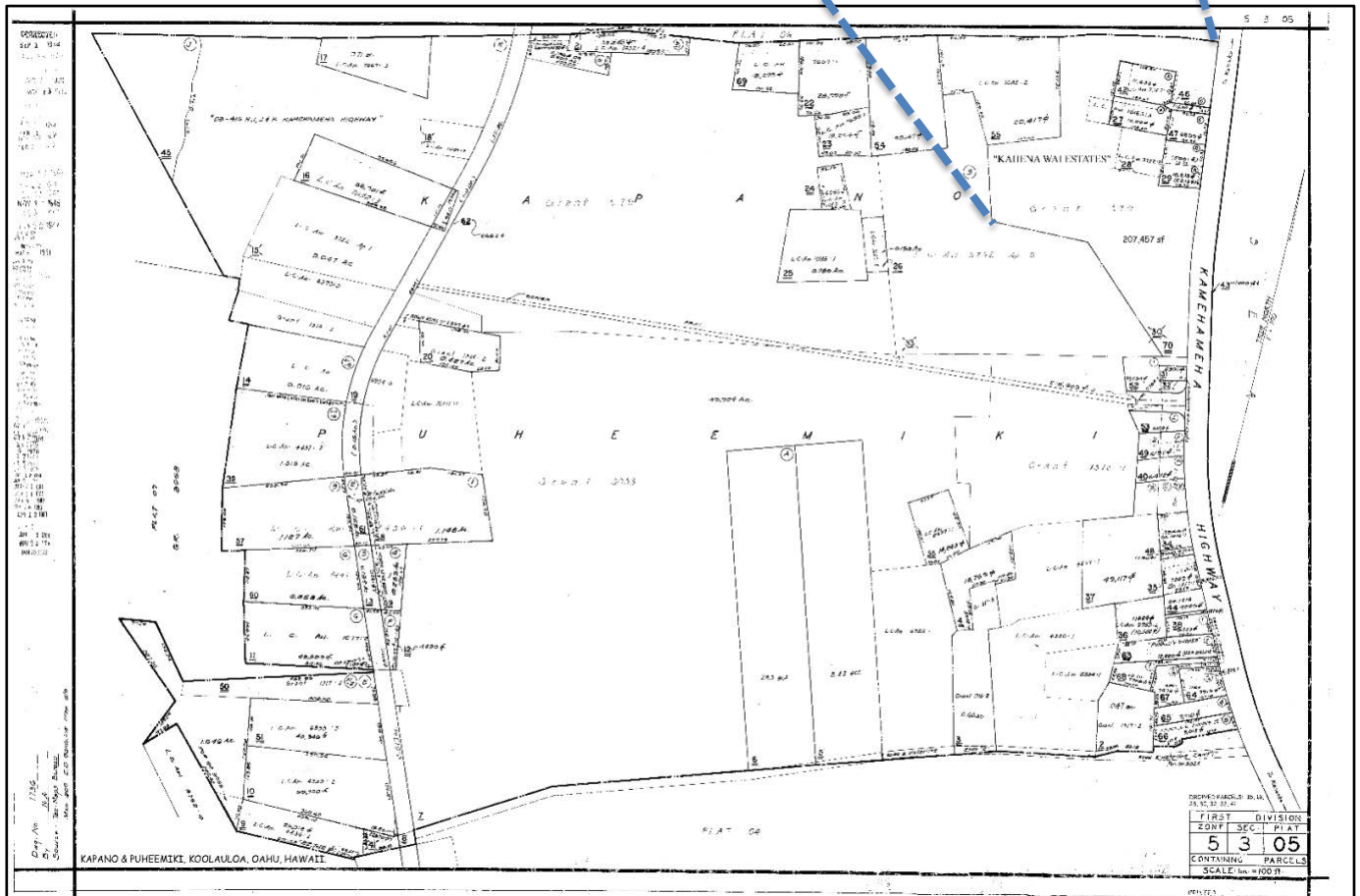
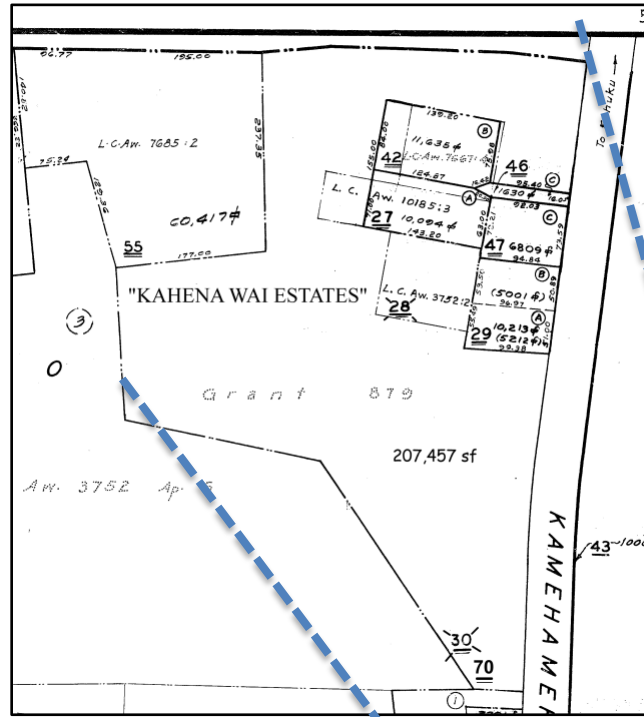
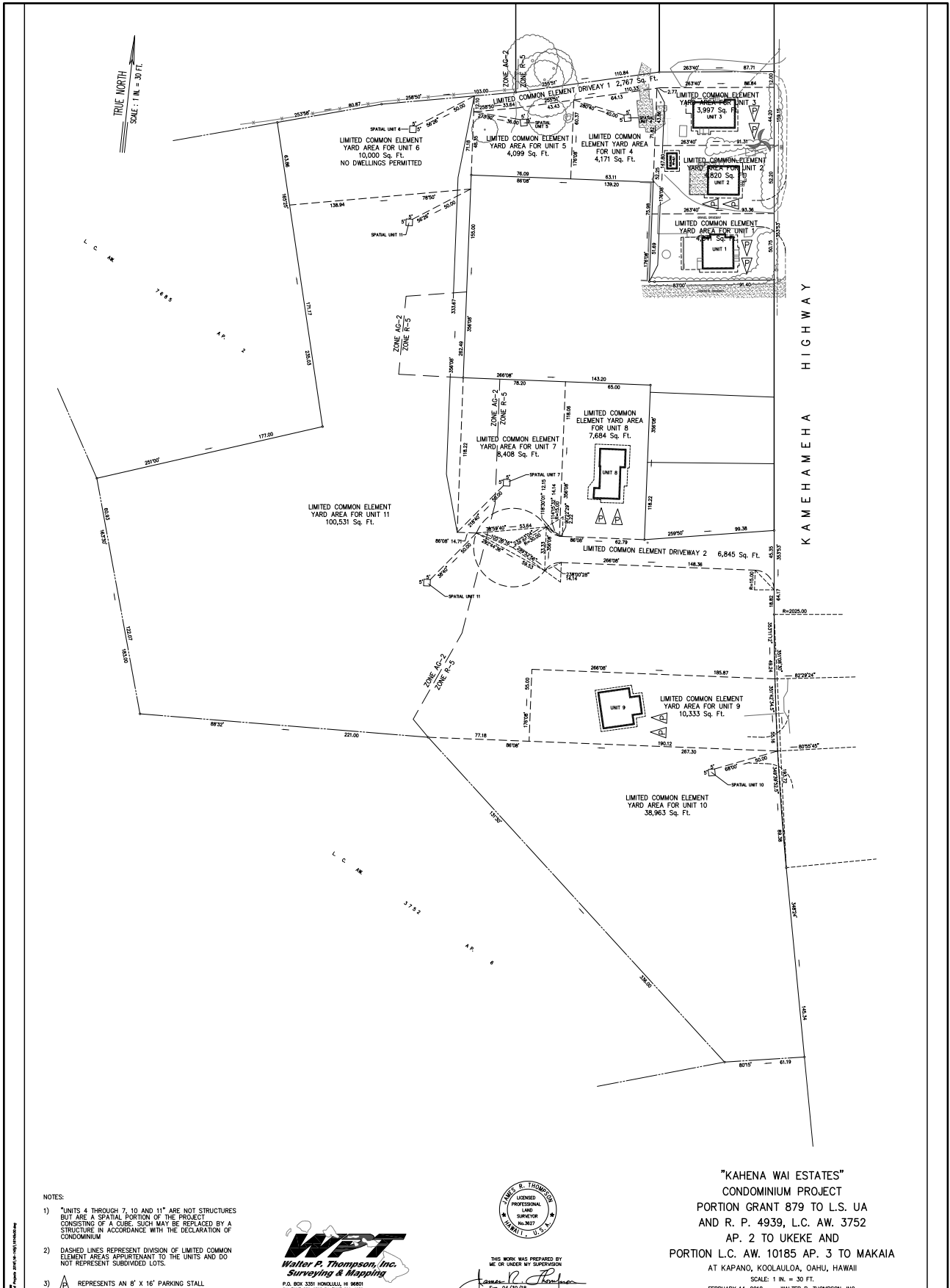


Figure 5b – Survey Plan for TMK (1) 5-3-005-070, Kahena Wai Estates





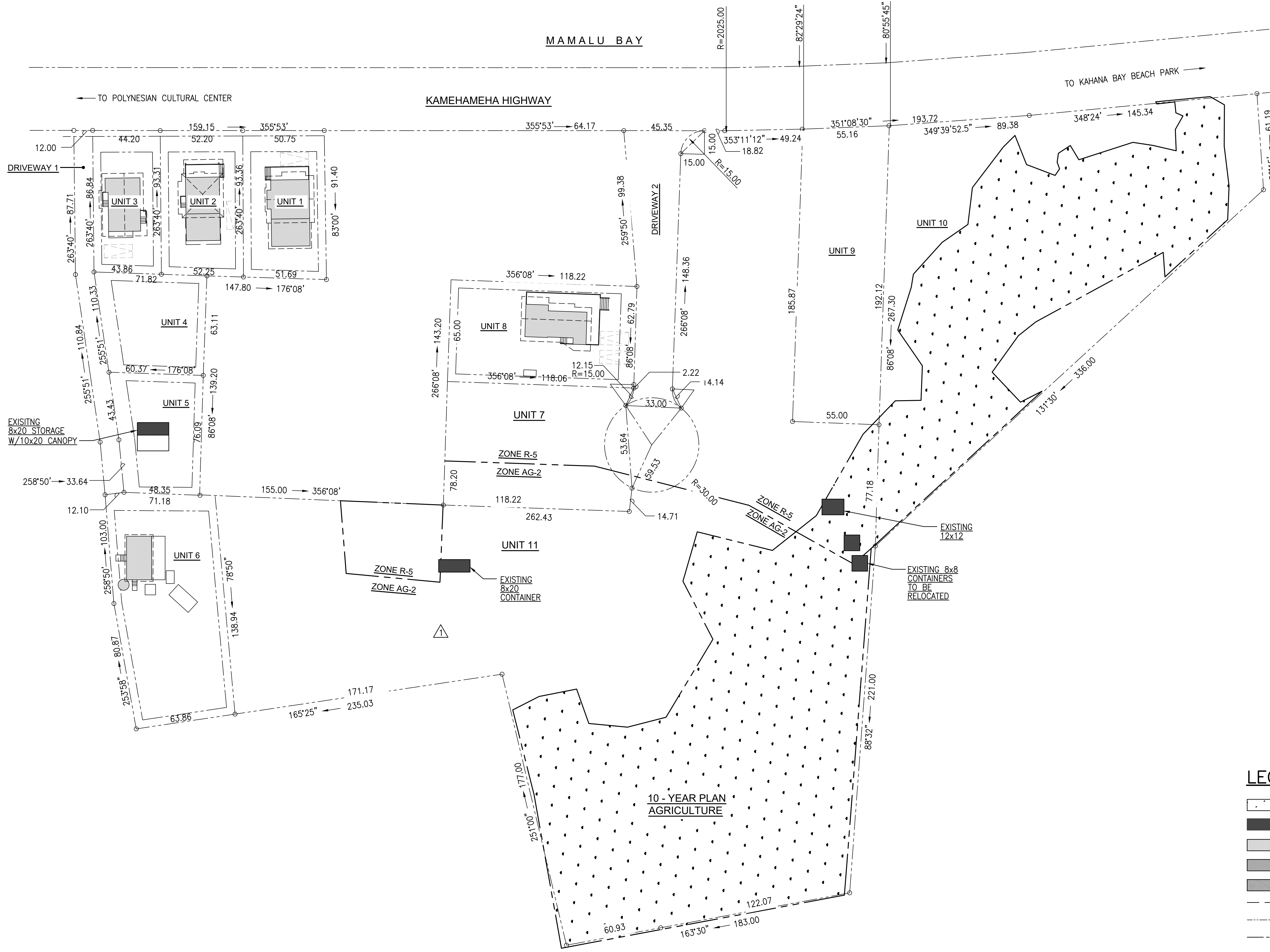
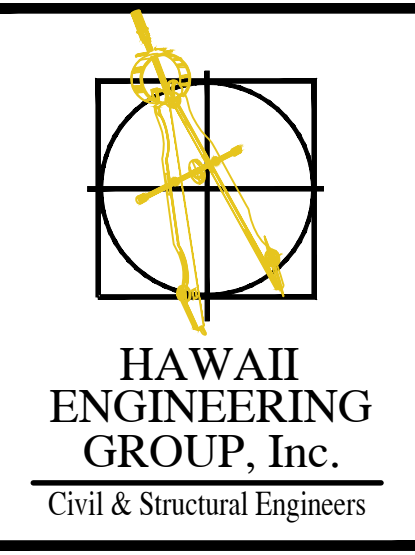
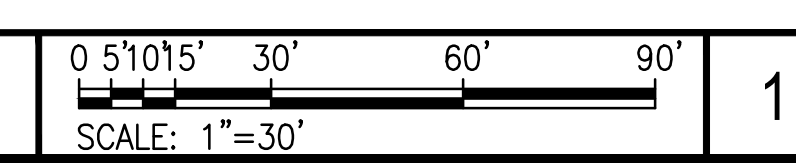
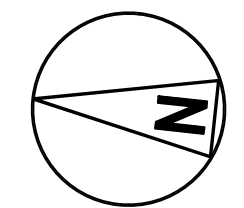


FIGURE I-2, Kahena Wai Estate, Proposed Plot Plan - Conceptual Master Site Plan

EXISTING PLOT PLAN

**LEGEND**

- 10 YEAR PLAN AGRICULTURE
- EXISTING STRUCTURES
- FIRST STORY STRUCTURE
- SECOND STORY STRUCTURE
- ROADWAY/DRIVEWAY
- ROOF EAVE/OVERHANG
- PROPERTY LINE
- AG DESIGNATION
- VEHICLE DESIGNATION



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION

PROJECT  
KAHENA WAI ESTATES  
53-440 KAMEHAMEHA HIGHWAY  
HAUULA, HI 96717

T.M.K. : 5-3-005:070

SHEET TITLE  
EXISTING PLOT PLAN

ISSUANCE/REVISIONS

8/13/24 DPP COMM

Date 04/25/2024

Scale AS NOTED

Drawn By HD

Design By RI

Checked By RI

Job 22-126

Sheet  
- Of - Sheets

**C102**

C:\Users\helen\Documents\Project Data - 2022\Projects\22-126 Kahena Wai Estates\Misc\Site Plan\04 KAHENA WAI ESTATES.dwg, 8/14/2024 8:55:10 AM, ARCH full bleed D (24.00 x 36.00 inches), 1:1

Figure 6a and 6b – Underground Injection Control Line, DOH SDWB and USFWS Wetland

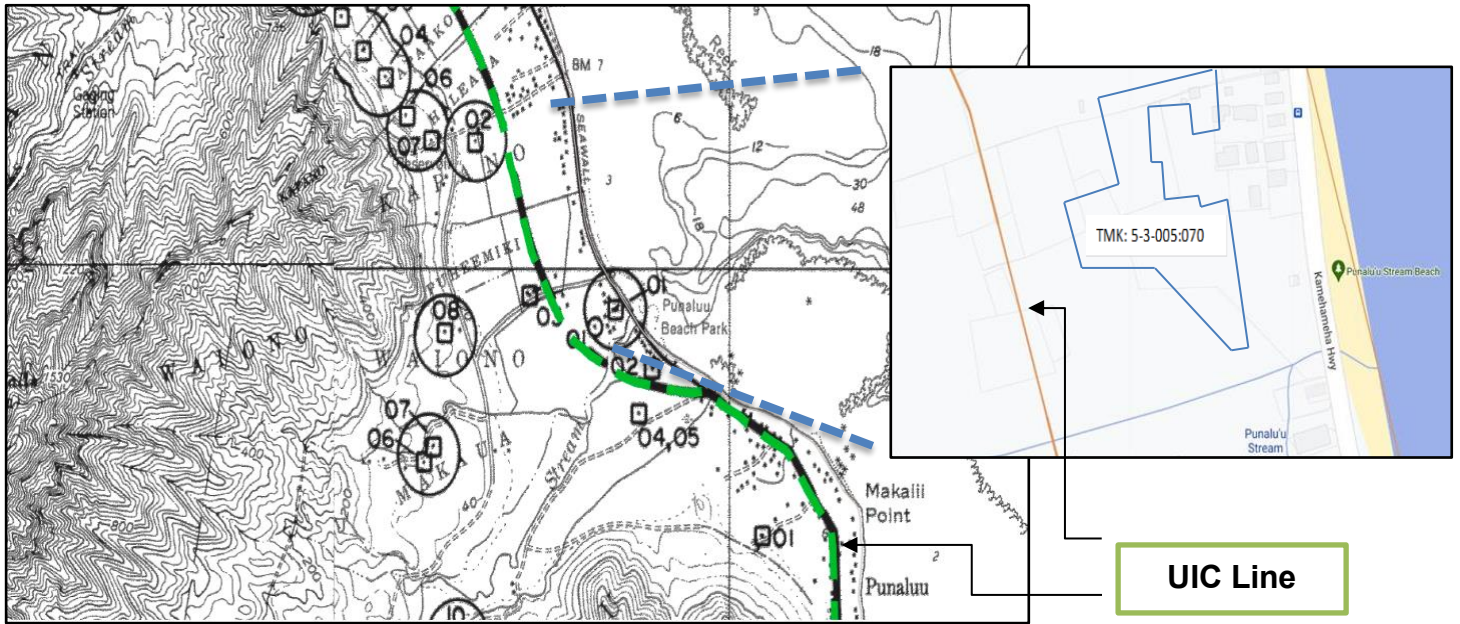




Figure 7 – Relative Sea Level Rise Exposure and Coastal Erosion Scenarios (2.0 and 3.2 foot)

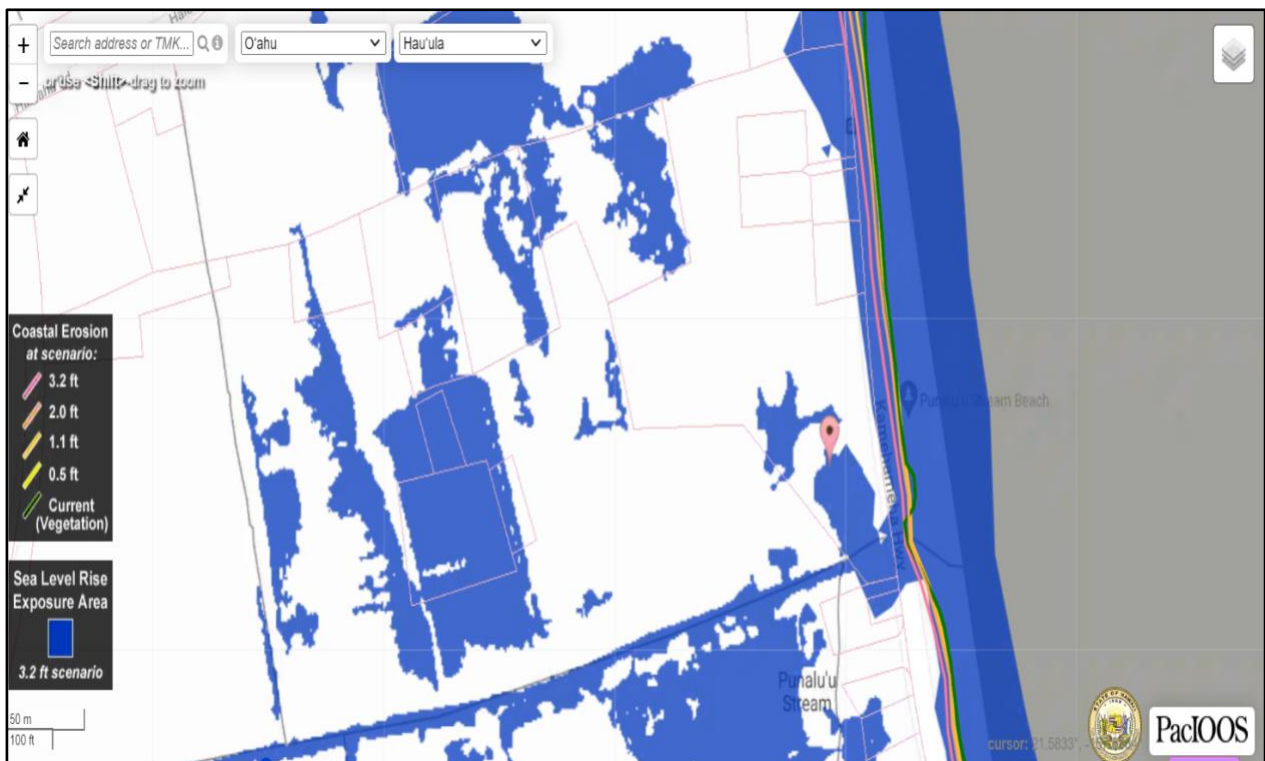
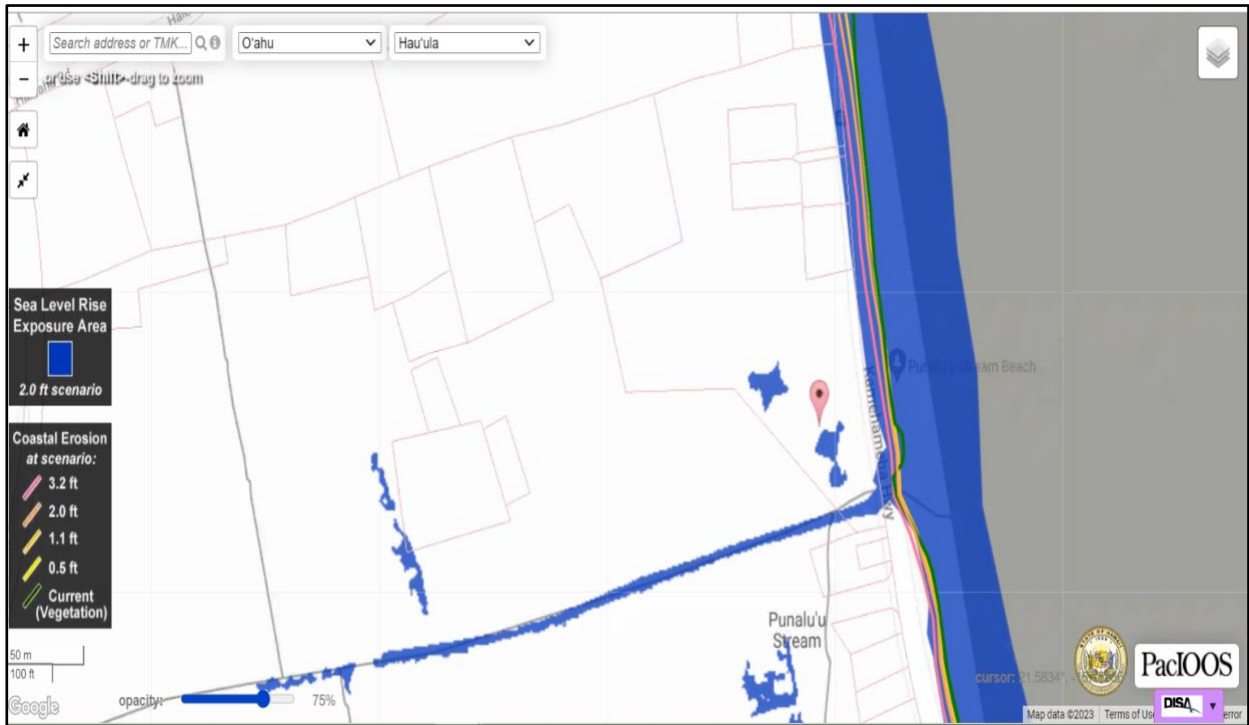
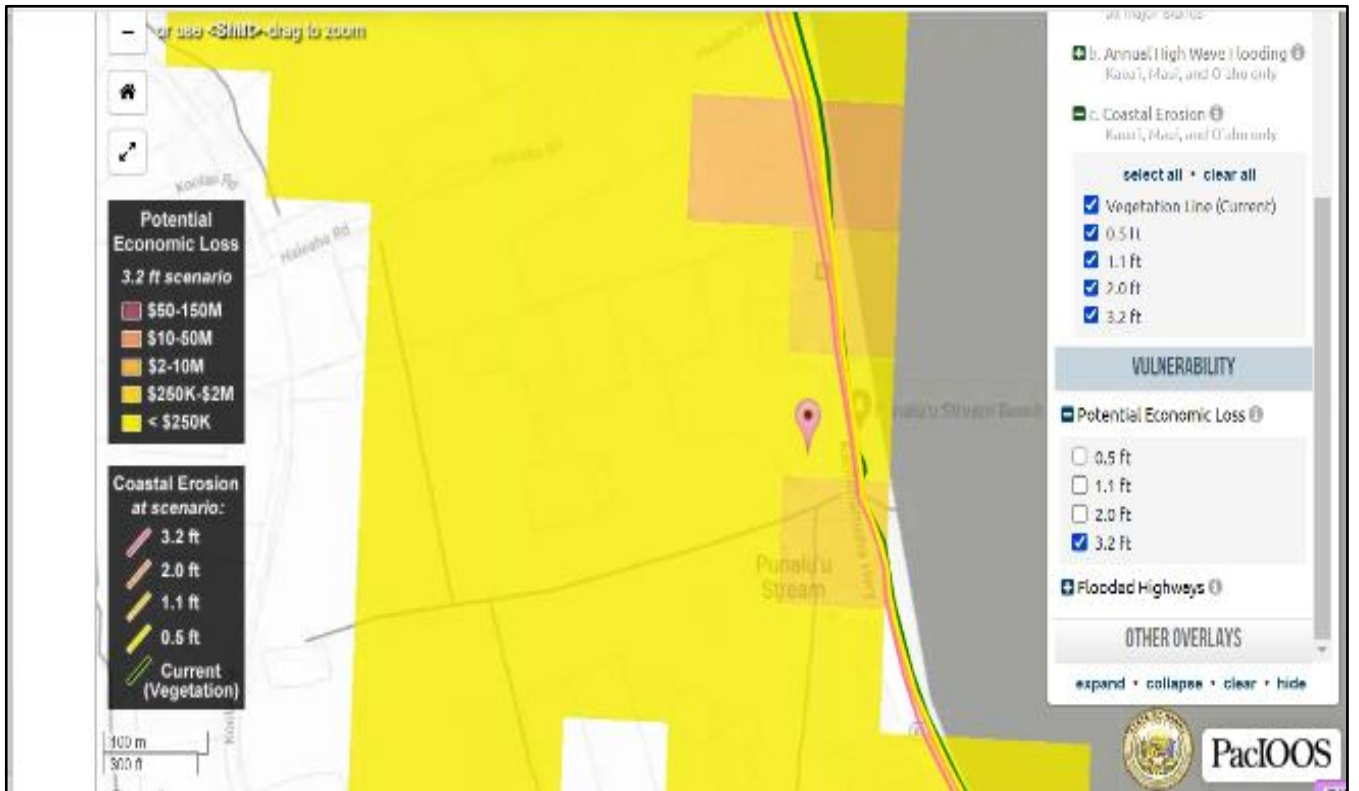
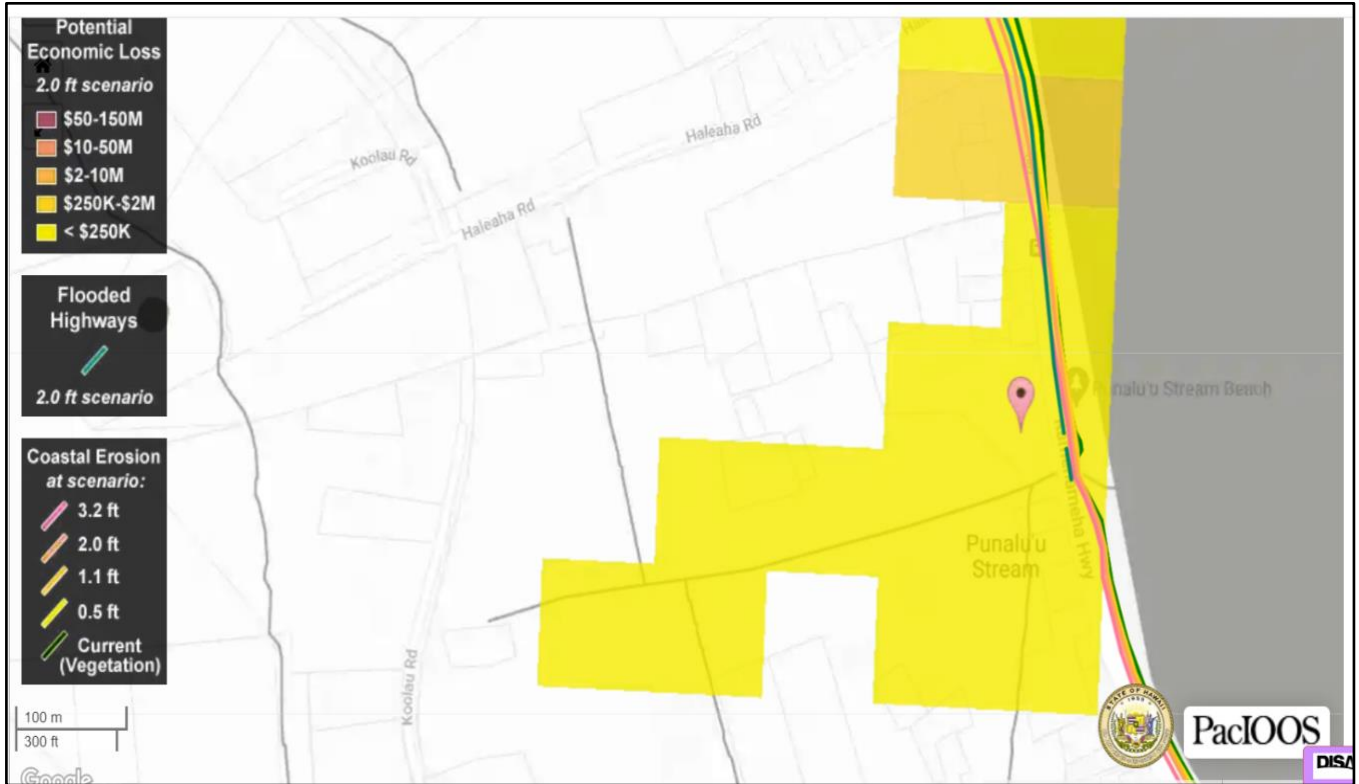


Figure 8 – Potential Economic Loss with Sea Level Rise Senarios (2.0 and 3.2 foot)



**Figure 9 – Annual High Wave Flooding (2.0 and 3.2 ft.) and NOAA Sea Level 6 ft.**

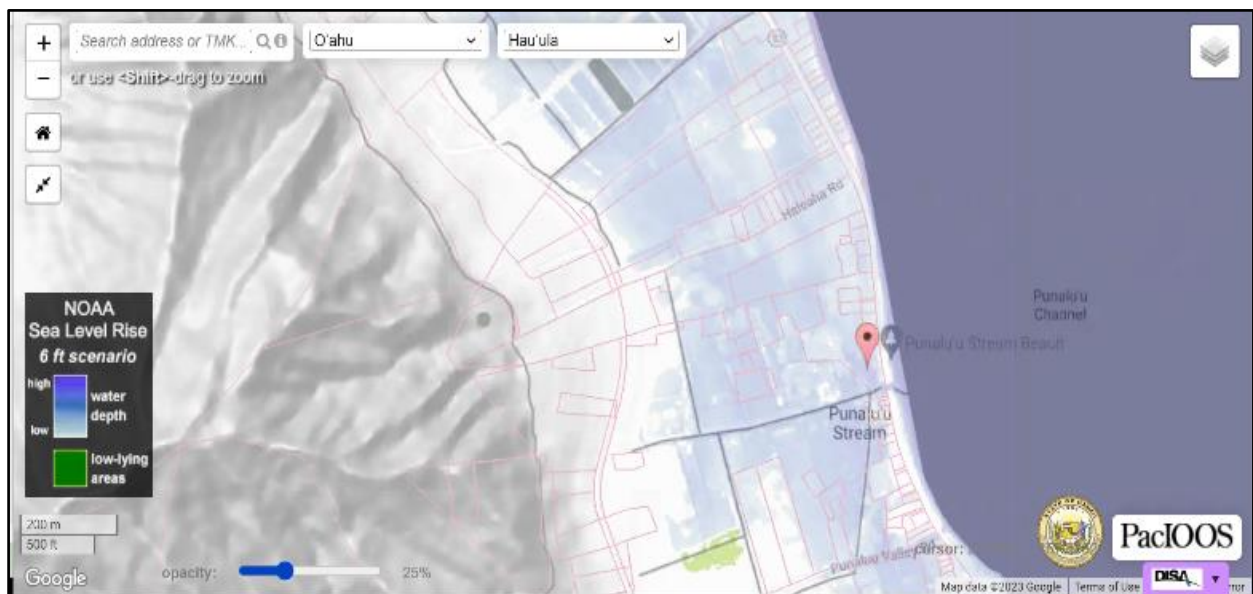
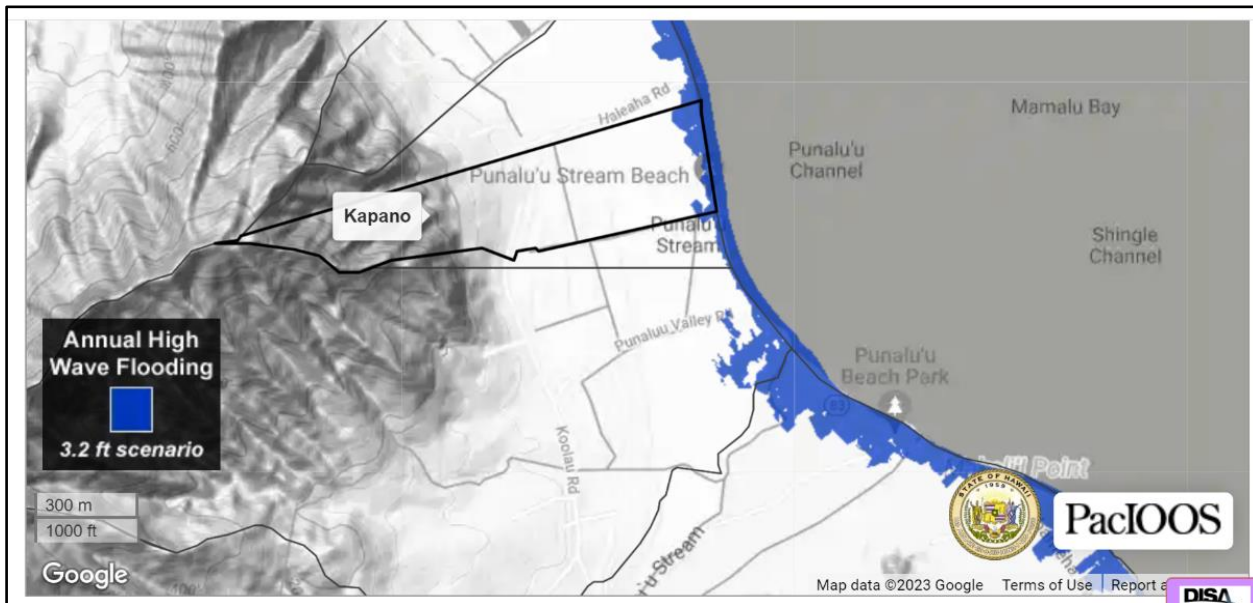
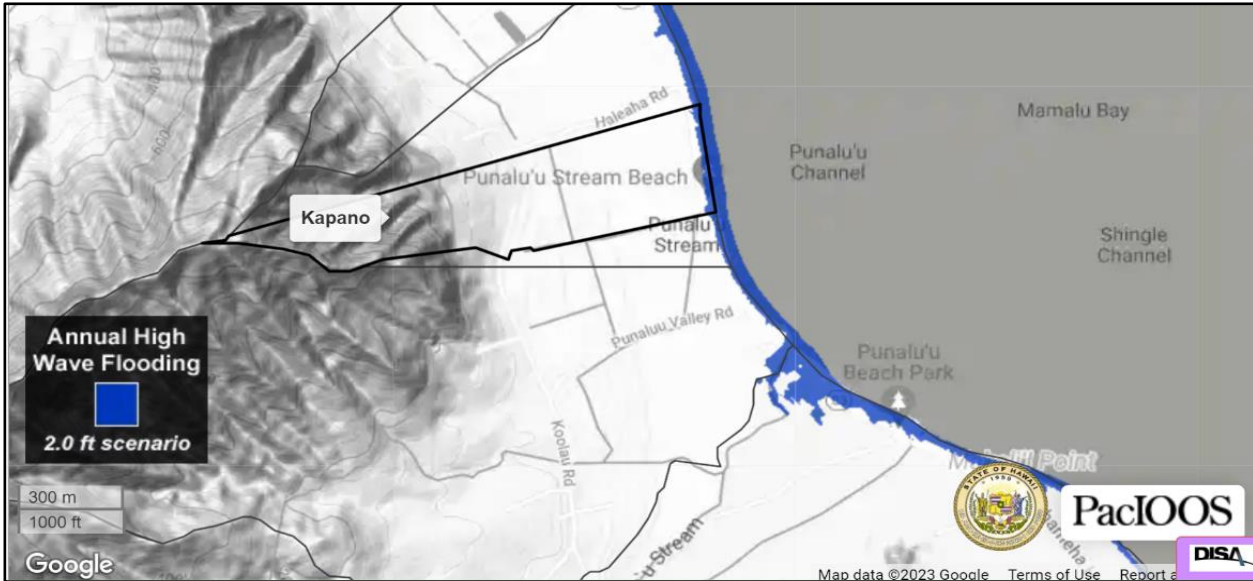
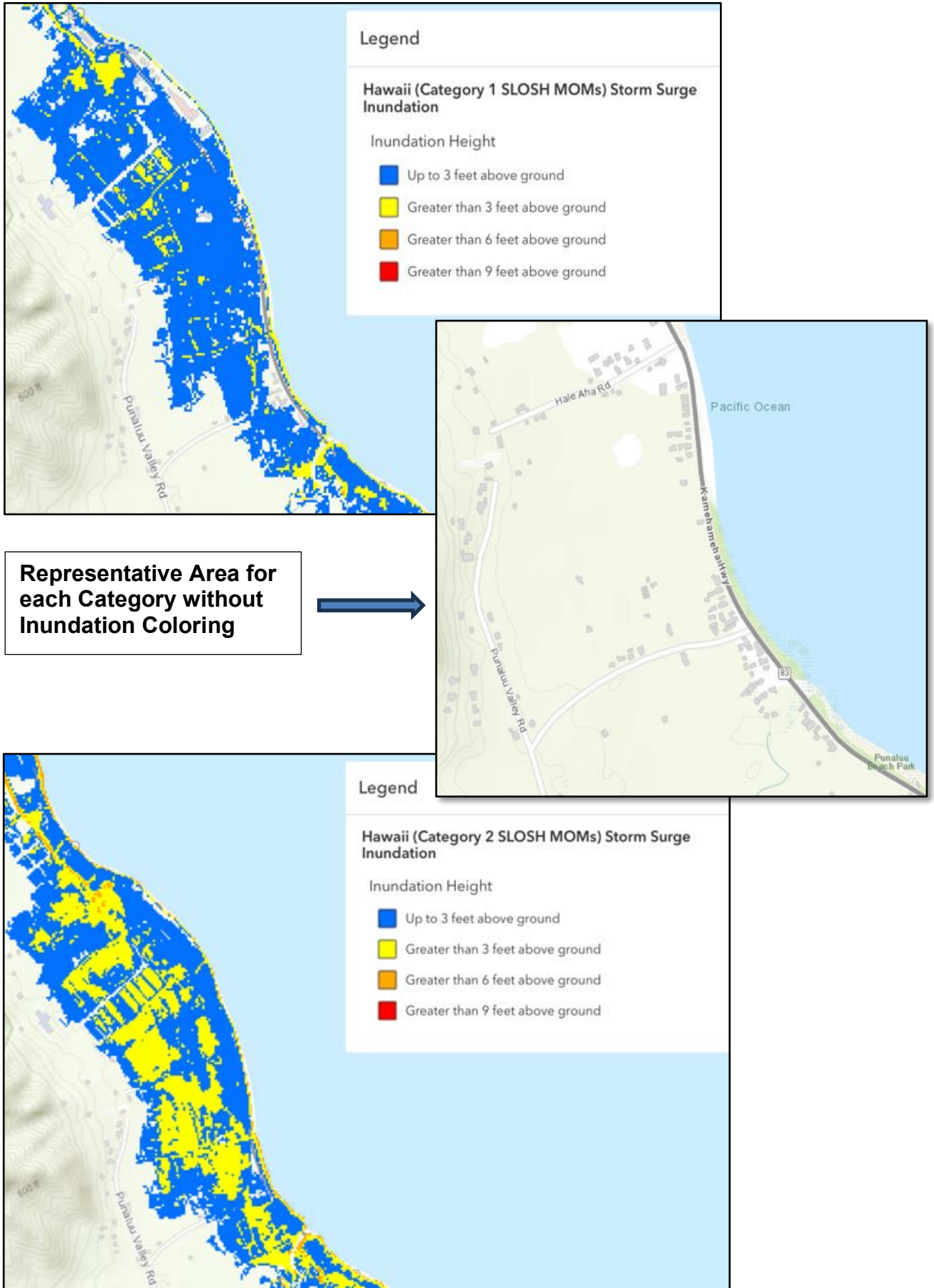
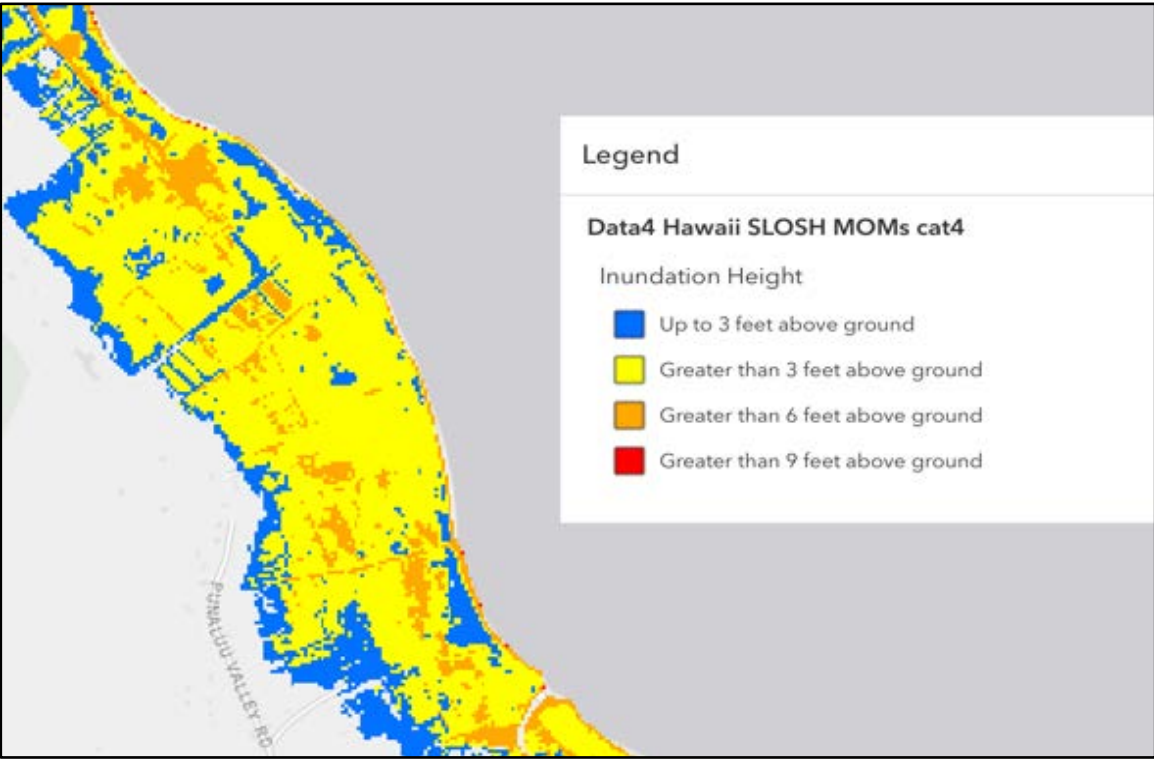
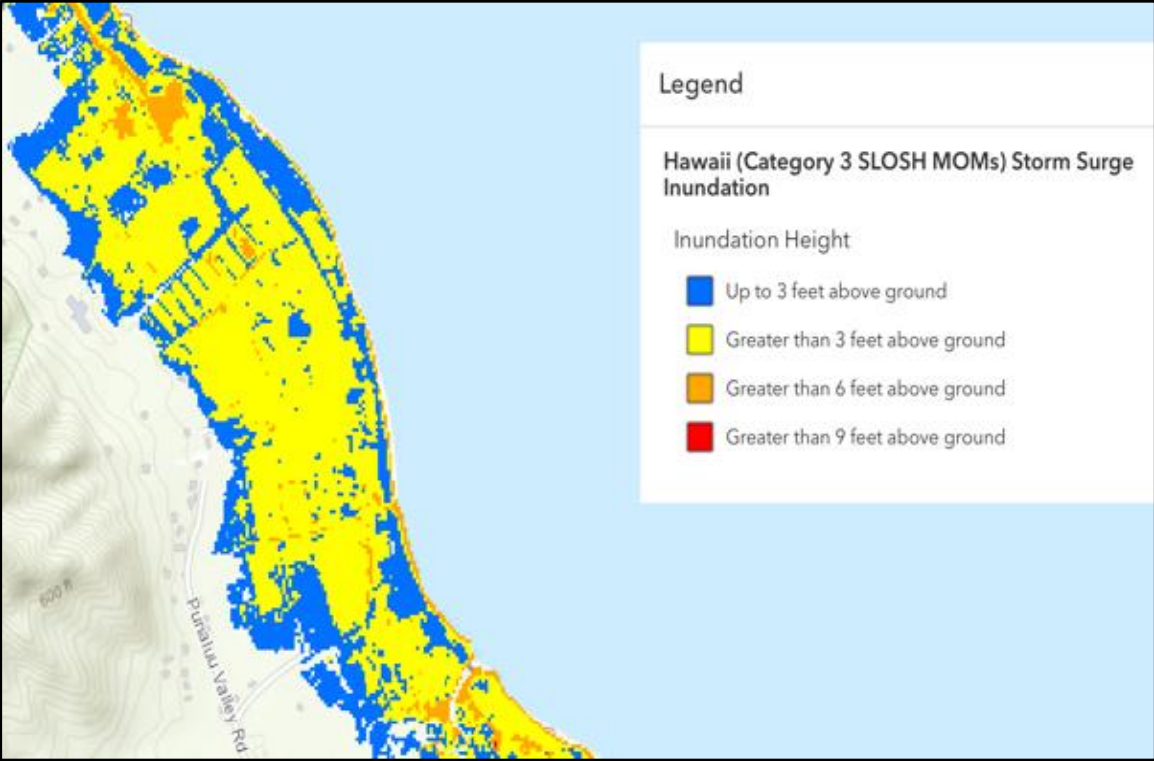




Figure 10 – Hau'ula (Category 1 - 2 NWS SLOSH Model MOMs) Storm Surge



(Continued) Figure 10 – Hauula (Category 3 - 4 NWS SLOSH Model MOMs) Storm Surge



**APPENDIX A**

**Site Photographs**



Page Intentionally Left Blank



**Photo 1:** North entrance to property from Kamehameha Highway, facing west.



**Photo 2:** View of Unit 4 Lot, facing east (Unit 1 in background)



**Photo 3:** View of Unit 4 Lot and Proposed Dwelling Location, facing southeast.



**Photo 4:** Unit 4 facing south. Unit 5 to right.



Appendix A – Site Photographs

Kahena Wai Estates

Draft Environmental Assessment

Photos 1 - 4

Hauula, Hawaii

Project No. 0713



**Photo 5:** View Unit 4 and Unit 5, facing southwest



**Photo 6:** Unit 5 and 6 in background facing west.



**Photo 7:** Property driveway entrance from Kamehameha Highway, facing east.



**Photo 8:** Units 1, 2, and 3 (from right to left)



Appendix A – Site Photographs

Kahena Wai Estates

Draft Environmental Assessment

Photos 5 - 8

Hauula, Hawaii

Project No. 0713





**Photo 9:** Kamehameha Hwy facing north, beach adjacent to the east.



**Photo 10:** Beach view, facing north.



**Photo 11:** Beach view facing south.



**Photo 12:** Kamehameha Hwy, facing south.



**Photo 13:** View of Unit 11 Lot from Unit 5 west CMU wall, facing southwest.



**Photo 14:** South entrance from Kamehameha Hwy, facing west (units 8 & 7 right, 10 and 9 to left).



**Photo 15:** Southern edge of Unit 10 and Punaluu Stream, facing west.



**Photo 16:** Punaluu Stream Bridge and Ocean In background.



Appendix A, Figure 1 – TMK in Association with Wetland Area



Page Intentionally Left Blank

## **APPENDIX A-1**

### **2011 Certified Shoreline Survey**



**Page Intentionally Left Blank**







5

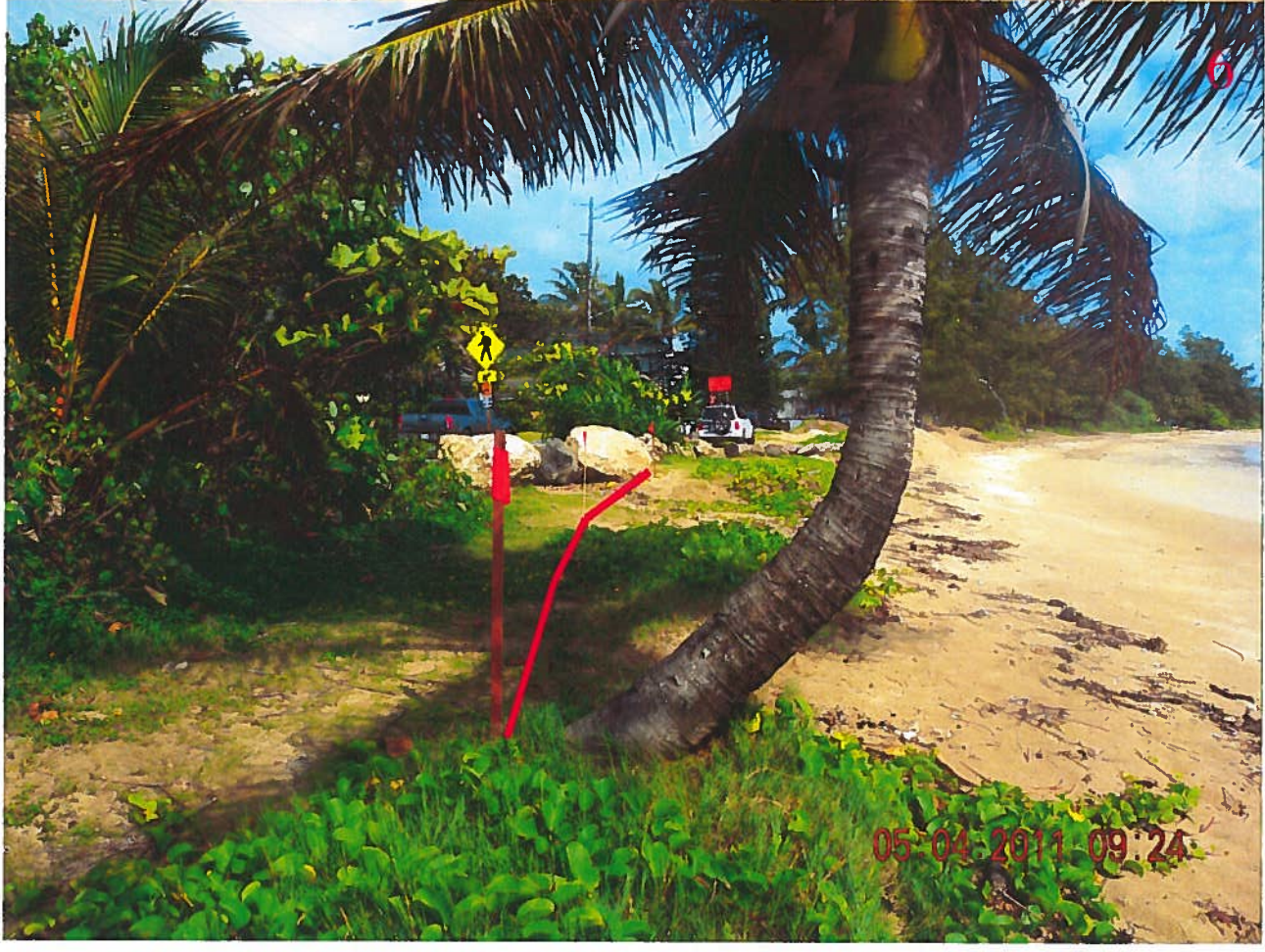
Punaluu Shore Protection  
Plan Project at Punaluu, Oahu, HI  
Photos Taken 5-4-11  
SOH Job #090580



Begin Proposed  
Shoreline  
Certification

05-04-2011 09:18

6



05-04-2011 09:24





05.04.2011 09.25



05.04.2011 09.27









05.04.2011 09:35



05.04.2011 09:41



13



14







05.04.2011 09:50



05.04.2011 09:52





05.04.2011 09:54



05.04.2011 09:54

















05.04.2011 10:05



05.04.2011 10:06





05.04.2011 10:07



05.04.2011 10:09





05.04.2011 10:11

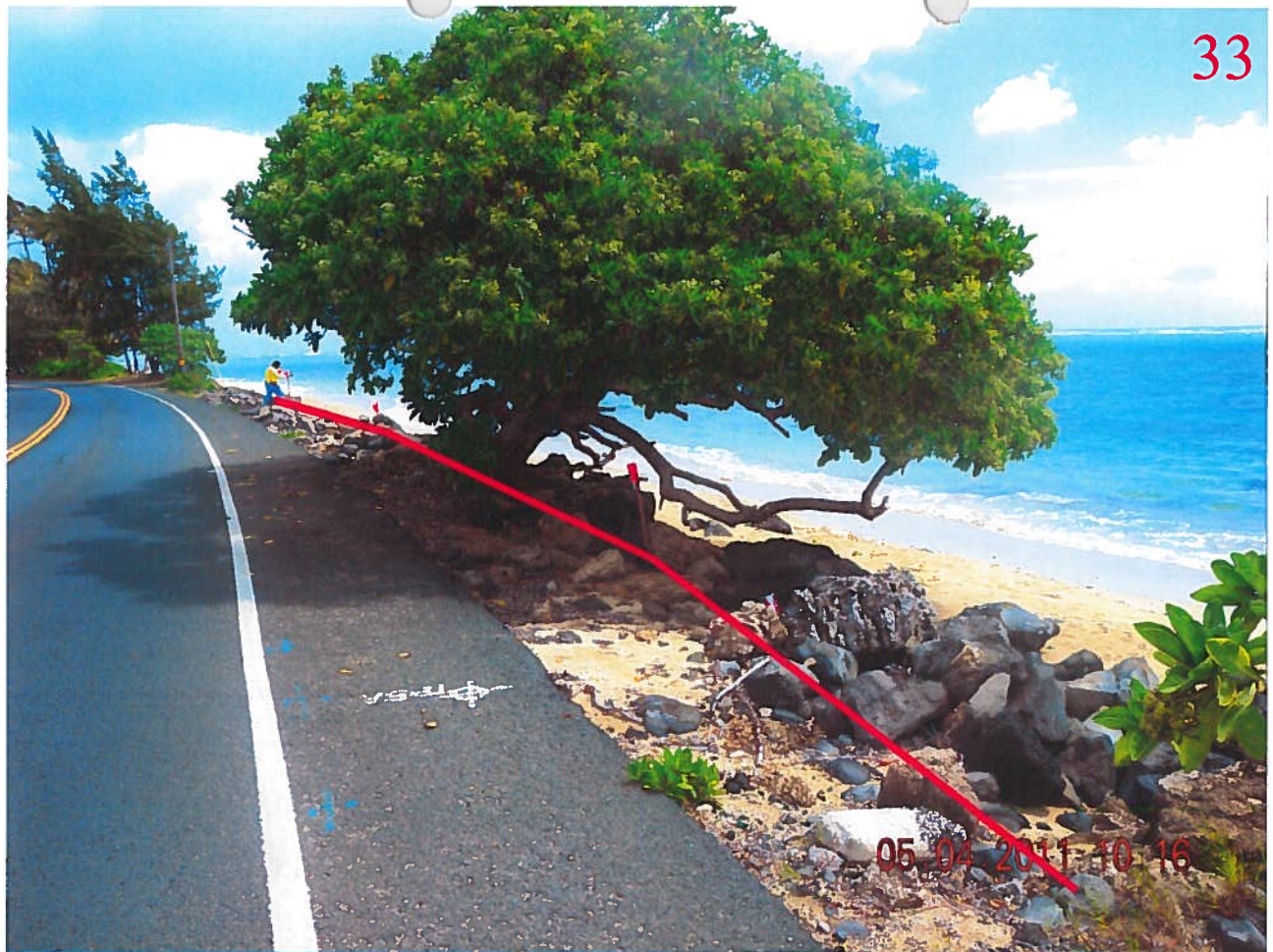


05.04.2011 10:12













35

05.04.2011 10:19



36

End Proposed  
Shoreline  
Certification

05.04.2011 10:20





# **APPENDIX B**

## **Drawings / Plans for Dwelling Construction**

**and**

## **Individual Wastewater System Plans**



Page Intentionally Left Blank

# Unit #1

## UNIT #1 SUMMARY:

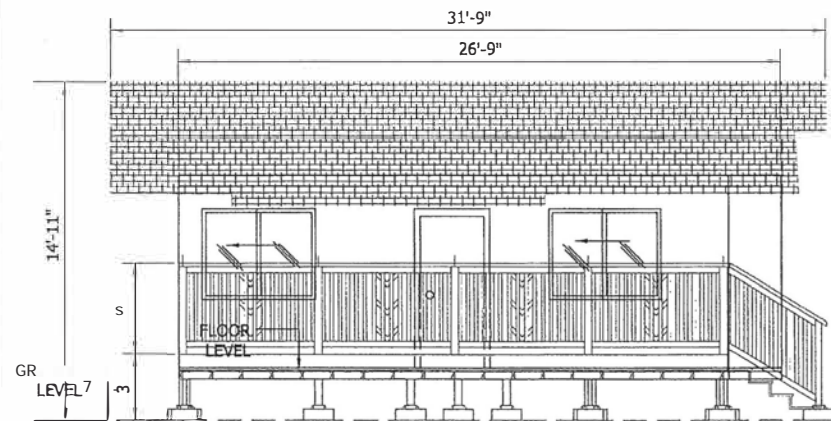
53-450 KAM HWY.  
HAUULA, HI 96717

### PROJECT SUMMARY:

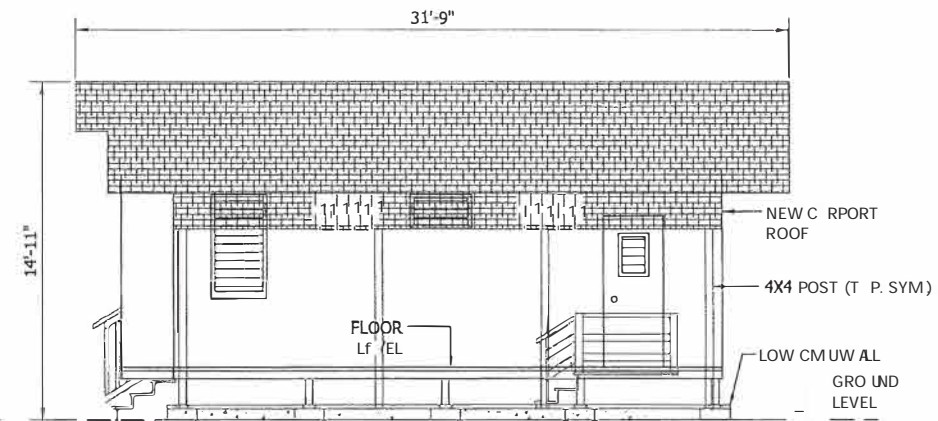
EXIST. LIVING AREA	360 SF.
EXIST. OPEN DECK	144 SF.
EXIST. CARPORT	342 SF.
TOTAL:	846 SF.
TOTAL LIVING AREA:	360 SF.
LOT SIZE:	4,841 SF.
PERCENTAGE OF LOT:	7.5 %

### CONSTRUCTION NOTES:

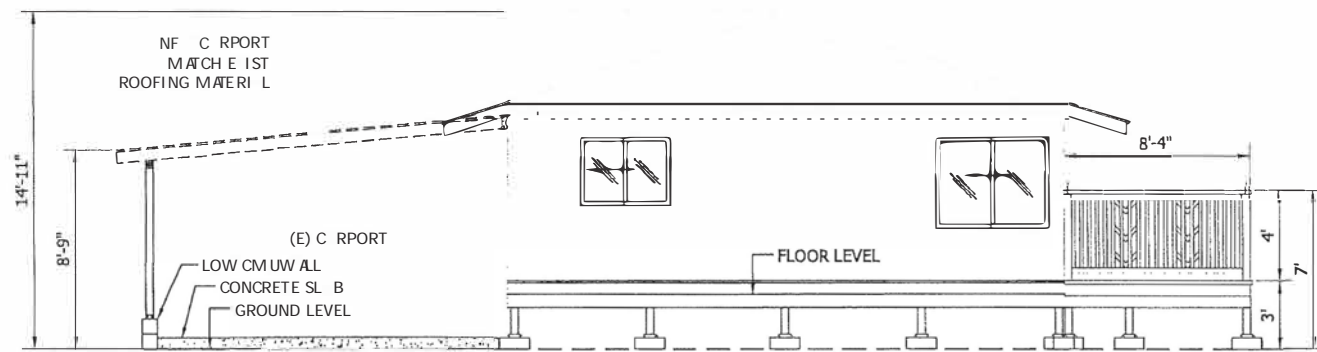
1. SINGLE WALL CONSTRUCTION
2. POST & BEAM FOUNDATION
3. COMPOSITE ASPHALT SHINGLE ROOF
4. COMPACTED GRAVEL DRIE AYS



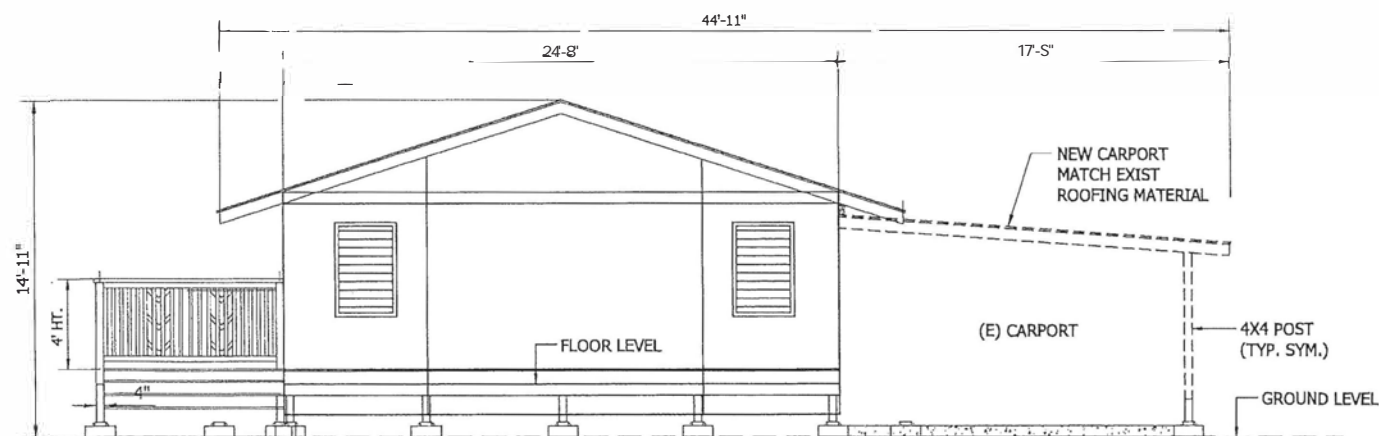
4 FRONT ELEVATION  
1/4" = 1'-0"



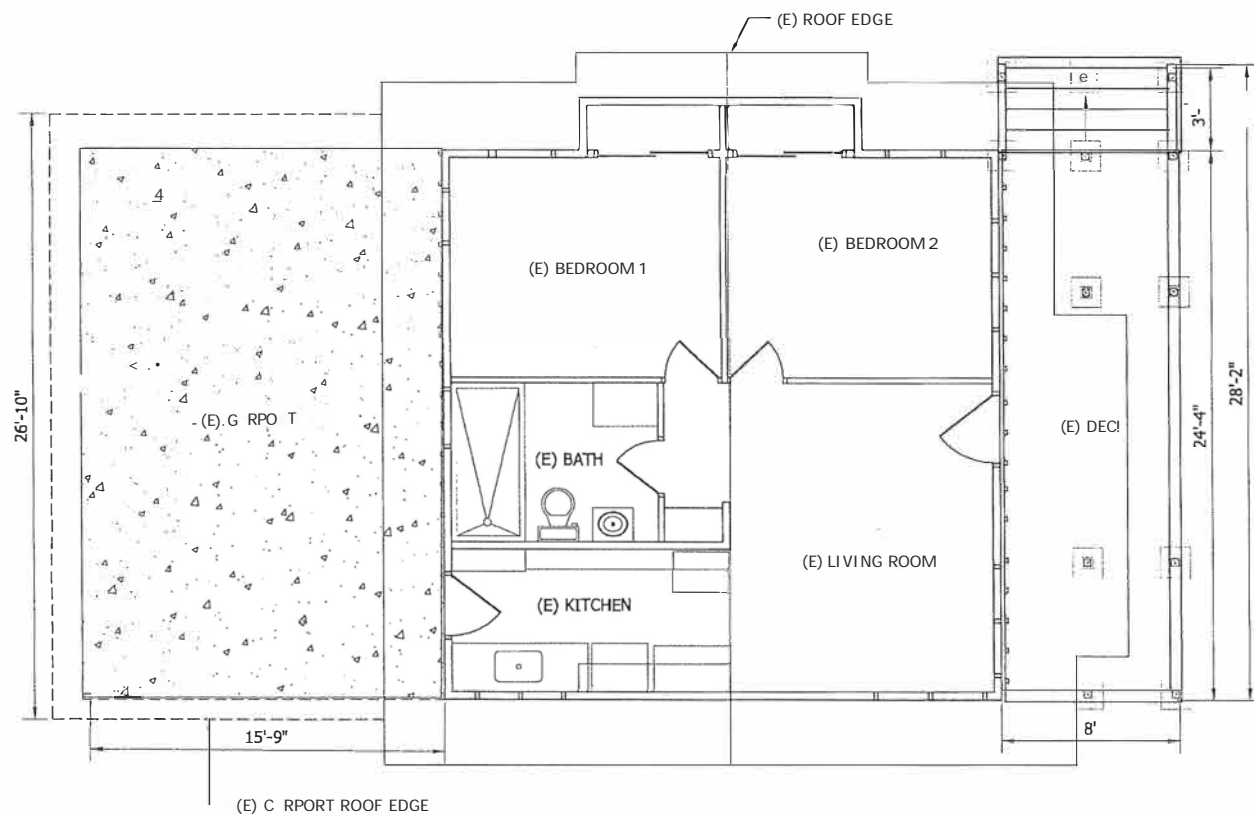
5 BACK ELEVATION  
1/4" = 1'-0"



3 LEFT ELEVATION  
1/4" = 1'-0"



2 EXIST. RIGHT ELEVATION  
1/4" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #1 - 53-450 KAMEHAMEHA HWY.  
1/4" = 1'-0"



**KAHENA WAI ESTATES**  
53-428 TO 53-458 Kamehameha Hwy.  
Hauula, HI 96717  
TMK: 5-3-005:030, 4.7625 ACRES

REV. #	DATE	DESCRIPTION

SHEET DESCRIPTION  
LIMITED COMMON  
ELEMENT # 1  
53-450K MHWY  
UNIT PLAN  
& ELEVATIONS

SHEET NO. 2

S-1

OF 6 SHEETS



Page Intentionally Left Blank

# Unit #2

## ABBREVIATIONS

A.B.	ANCHOR BOLT	GRD	GROUND	SQ	SQUARE
A.C.	AIR CONDITIONING	GR	GRADE	SST	STAINLESS STEEL
ACOUS	ACOUSTICAL	GYP	GYPSUM	S.SK	SERVICE SINK
A.D.	AREA DRAIN			STA	STATION
ADJ	ADJUSTABLE			STD	STANDARD
ADJA	ADJACENT	H	HIGH	STL	STEEL
A.E.S.	ABOVE EXISTING SLAB	H.B.	HOSE BIBB	STOR	STORAGE
A.F.F.	ABOVE FINISH FLOOR	H.C.	HOLLOW CORE	STRL	STRUCTURAL
AGGR	AGGREGATE	HDR	HEADER	SURR	SURROUND
AL	ALUMINIUM	HDWD	HARDWOOD	SUSP	SUSPENDED
ALT	ALTERNATE	HDWE	HARDWARE	SYM	SYMMETRICAL
APPROX	APPROXIMATE	HORIZ	HORIZONTAL		
ARCH	ARCHITECTURAL	HR	HOSE		
ASB	ASBESTOS	HT	HEIGHT		
ASPH	ASPHALT				
		I.D.	INSIDE DIAMETER (DIM.)	T.B.	TOWEL BAR
		INCL	INCLUSIVE, INCLUDED OR INCLUDING	TEL	TELEPHONE
		INSUL	INSULATION	TEMP	TEMPERED
		INT	INTERIOR	TER	TERRAZZO
				T. & G.	TONGUE AND GROOVE
				THK	THICK
				THR	THRESHOLD
				T.O.C.	TOP OF CURB
				T.O.F.F.	TOP OF FINISHED FLOOR
				T.O.P.	TOP OF PAVEMENT
		JAL	JALOUSIE	T.O.W.	TOP OF WALL
		JST	JOIST	T.P.H.	TOILET PAPER HOLDER
		JT	JOINT	TRD	TREAD
				TV	TELEVISION
				TYP	TYPICAL
		LAM	LAMINATE	UNF	UNFINISHED
		LAV	LAVATORY	U.O.N.	UNLESS OTHERWISE NOTED
		L.R.	LIVING ROOM	UR	URINAL
		LT	LIGHT		
				V.A.T.	VINYL ASBESTOS TILE
				VERT	VERTICAL
				VEST	VESTIBULE
		MAX	MAXIMUM	W	WEST
		M.B.R.	MASTER BEDROOM	W/	WITH
		M.C.	MEDICINE CABINET	W.C.	WATER CLOSET
		MECH	MECHANICAL	WD	WOOD
		MEMB	MEMBRANE	WDW	WINDOW
		MET	METAL	W.H.	WATER HEATER
		MFR	MANUFACTURER	W/O	WITHOUT
		MIN	MINIMUM	WP	WATERPROOF
		MIR	MIRROR	W.R.	WATER RESISTANT
		MISC	MISCELLANEOUS	WSCT	WAINSCOT
		M.O.	MASONRY OPENING	WT	WEIGHT
		MTD	MOUNTED	W.W.M.	WELDED WIRE MESH
		MTG	MOUNTING		
		MUL	MULLION		
		MWR	MILLWORK CONTRACTOR		
		N	NORTH		
		N.I.C.	NOT IN CONTRACT		
		NO., #	NUMBER		
		NOM	NOMINAL		
		N.T.S.	NOT TO SCALE		
		O.A.	OVERALL		
		OBS	OBSCURE		
		O.C.	ON CENTER		
		O.D.	OUTSIDE DIAMETER (DIM.)		
		O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED		
		OPNG	OPENING		
		OPP	OPPOSITE		
		PC	PIECE		
		PL	PLATE		
		P. LAM	PLASTIC LAMINATE		
		PLAS	PLASTER		
		PLBG	PLUMBING		
		PLYWD	PLYWOOD		
		PNL	PANEL		
		PR	PAIR		
		PRCST	PRE-CAST		
		PT	POINT		
		PTD	PAINTED		
		PTN	PARTITION		
		R	RISER		
		RAD	RADIUS		
		R.D.	ROOF DRAIN		
		REF	REFERENCE		
		REFR	REFRIGERATOR		
		REINF	REINFORCED OR REINFORCING		
		REQ	REQUIRED		
		RESIL	RESILIENT		
		RM	ROOM		
		R.O.	ROUGH OPENING		
		S	SOUTH		
		S.C.	SOLID CORE		
		SCHED	SCHEDULE		
		SCR	SCREEN		
		SECT	SECTION		
		SH	SHELF		
		SHR	SHOWER		
		SHT	SHEET		
		SIM	SIMILAR		
		SL	SLOPE		
		SLDG	SLIDING		
		SPEC	SPECIFICATION		
F.A.	FIRE ALARM				
F.D.	FLOOR DRAIN				
FDN	FOUNDATION				
FIN	FINISH				
FL	FLOOR				
FLASH	FLASHING				
FLUOR	FLUORESCENT				
F.O.C.	FACE OF CONCRETE				
F.O.F.	FACE OF FINISH				
F.O.S.	FACE OF STUDS				
FPRF	FIREPROOF				
FR	FRAME				
FT	FEET				
FTG	FOOTING				
FURR	FURRING				
FUT	FUTURE				
GA	GAUGE				
GALV	GALVANIZED				
G.B.	GRAB BAR				
GL	GLASS				

## SYMBOLS

	ALIGN
	DETAIL
	SHEET NUMBER
	PARTIAL ELEVATION OR PLAN REF.
	SHEET NUMBER
	INTERIOR ELEVATIONS REFERENCE KEY
	SECTION REFERENCE
	SHEET NUMBER
	DOOR SYMBOL
	WINDOW SYMBOL
	REVISION NUMBER
	REVISION CLOUD

# THE BELLUOMINI RESIDENCE

53-452 UNIT 2 KAMEHAMEHA HWY

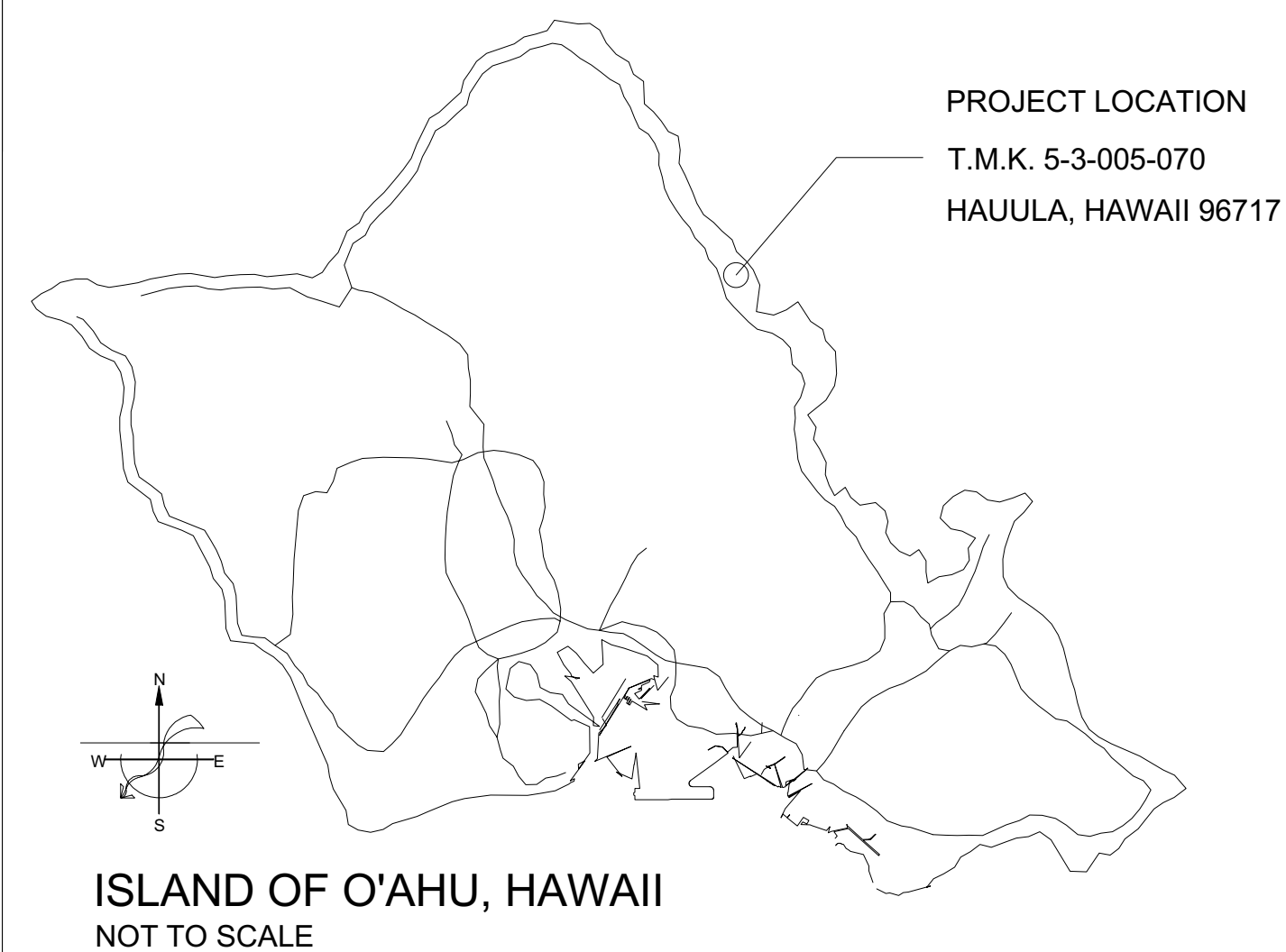
HAUULA, HAWAII 96717

T.M.K. 5-3-005-070

## GENERAL NOTES

- ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE AND ALL APPLICABLE STATE AND/OR LOCAL CODES, LAWS, ORDINANCES AND STATUTES. NOTHING IN THE DRAWINGS OR SPECIFICATIONS IS TO BE CONSTRUED AS REQUIRING OR PERMITTING WORK CONTRARY TO THESE RULES, REGULATIONS AND CODES. IF SO, CONTACT THE ARCHITECT FOR RESOLUTION.
- THE DRAWINGS INDICATE LOCATION, DIMENSIONS, REFERENCE AND TYPICAL DETAILS OF CONSTRUCTION. THE DRAWINGS DO NOT ILLUSTRATE EVERY CONDITION. WORK NOT PARTICULARLY DETAILED SHALL BE OF CONSTRUCTION SIMILAR TO PARTS THAT ARE DETAILED.
- DO NOT SCALE THE DRAWINGS. EXISTING CONDITIONS SHALL BE VERIFIED IN THE FIELD. WHERE DISCREPANCIES BETWEEN THE DRAWING DIMENSIONS AND THE FIELD CONDITIONS OCCUR, THEY SHALL BE REPORTED TO THE ENGINEER FOR RESOLUTION.
- ALL DIMENSIONS AT EXTERIOR WALLS ARE TAKEN TO THE FACE OF STUDS, U.O.N. ALL DIMENSIONS AT INTERIOR WALLS ARE TAKEN TO THE CENTER OF STUDS, U.O.N. ALL CLEAR DIMENSIONS FROM FACE OF FINISHES.
- DETAILED DRAWINGS AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS. PREFERENCE SHALL BE GIVEN TO THE FIGURED DIMENSIONS ON THE DRAWINGS, GENERAL NOTES AND SPECIFICATIONS WHICH ARE INTENDED TO AGREE AND SUPPLEMENT EACH OTHER. ANYTHING INDICATED ON ONE AND NOT IN THE OTHER SHALL BE EXECUTED AS IF ON BOTH. IN CASES OF DIRECT CONFLICT, THE MOST RESTRICTIVE SHALL GOVERN (CONTACT ENGINEER FOR RESOLUTION).
- ALL CONTRACTORS SHALL VISIT THE SITE AND VERIFY THAT ALL EXISTING CONDITIONS AGREE WITH THE INFORMATION SHOWN. ALL CONTRACTORS SHALL BE DEEMED TO HAVE INSPECTED THE SITE AND SATISFIED THEMSELVES AS TO THE TRUE CONDITION UNDER WHICH THE WORK IS TO BE PERFORMED. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR RESOLUTION PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL PATCH OR REPAIR ALL MATERIALS, EQUIPMENT AND SURFACES DAMAGED BY CONTRACTOR OR HIS SUB CONTRACTORS DURING THE EXECUTION OF THE WORK.
- THE CONTRACTOR SHALL CLEAN UP DEBRIS AS THE WORK PROGRESSES. PROVIDE FOR TRASH REMOVAL FROM THE SITE. FINAL CLEANING AFTER SUBSTANTIAL COMPLETION, BUT PRIOR TO FINAL INSPECTION, SHALL INCLUDE A THOROUGH CLEANING OF ALL SURFACES INSTALLED. ALL EXCESS MATERIAL, DEBRIS, TRASH, ETC. SHALL BE REMOVED FROM THE SITE.

## VICINITY MAP



## PROJECT DATA

OWNER:	CARY BELLUOMINI
PROJECT ADDRESS:	53-452 UNIT 2 KAMEHAMEHA HWY HAUULA, HAWAII 96717
T.M.K.:	5-3-005-070
OCCUPANCY:	RESIDENTIAL
ZONING:	R-5, AG-2
FLOOD:	VE, AE, X
LOT AREA:	211,397 SQ. FT.

## LUO DATA TABLE

### BUILDING AREA CALCULATIONS

MAX ALLOWABLE BLDG. FOOTPRINT AREA :	105,698.5 SQ. FT.
EX. LIVING AREA :	552 SQ. FT.
EX. EXTERIOR STAIRS/LANDING AREA :	26 SQ. FT.
NEW EXTERIOR STAIRS AREA :	22 SQ. FT.
NEW COMBINED COVERED LANAI AREA :	595 SQ. FT.
TOTAL BUILDING FOOTPRINT AREA :	1,195 SQ. FT. OR 0.006%

### FLOOR AREA CALCULATIONS

MAX ALLOWABLE FLOOR AREA : (.70 X LOT AREA)	147,977.9 SQ. FT.
EX. FLOOR AREA :	552 SQ. FT.
PROPOSED NEW FLOOR AREA :	595 SQ. FT.
TOTAL FLOOR AREA :	1,147 SQ. FT. OR 0.005%

### FLOOR AREA CALCULATIONS

PARKING REQUIRED :	2 STALLS
PARKING PROVIDED :	2 STALLS

## CONSULTANTS

### SHEET INDEX

000	TITLE SHEET
A001	C.P.R. PLOT PLAN
A002	GENERAL NOTES, EXISTING/DEMO PLAN, PLOT PLAN
A003	FLOOR PLAN & EXTERIOR ELEVATIONS
A004	FNDN PLAN/ FLOOR FRAMING PLAN, ROOF FRAMING PLAN, & CROSS SECTION A

A PROPOSED NEW ADDITION FOR:

**MR. CARY BELLUOMINI**

ADDRESS: 53-452 UNIT 2 KAMEHAMEHA HWY, HAUULA, HI 96717  
T.M.K. 5-3-005-070



DATE

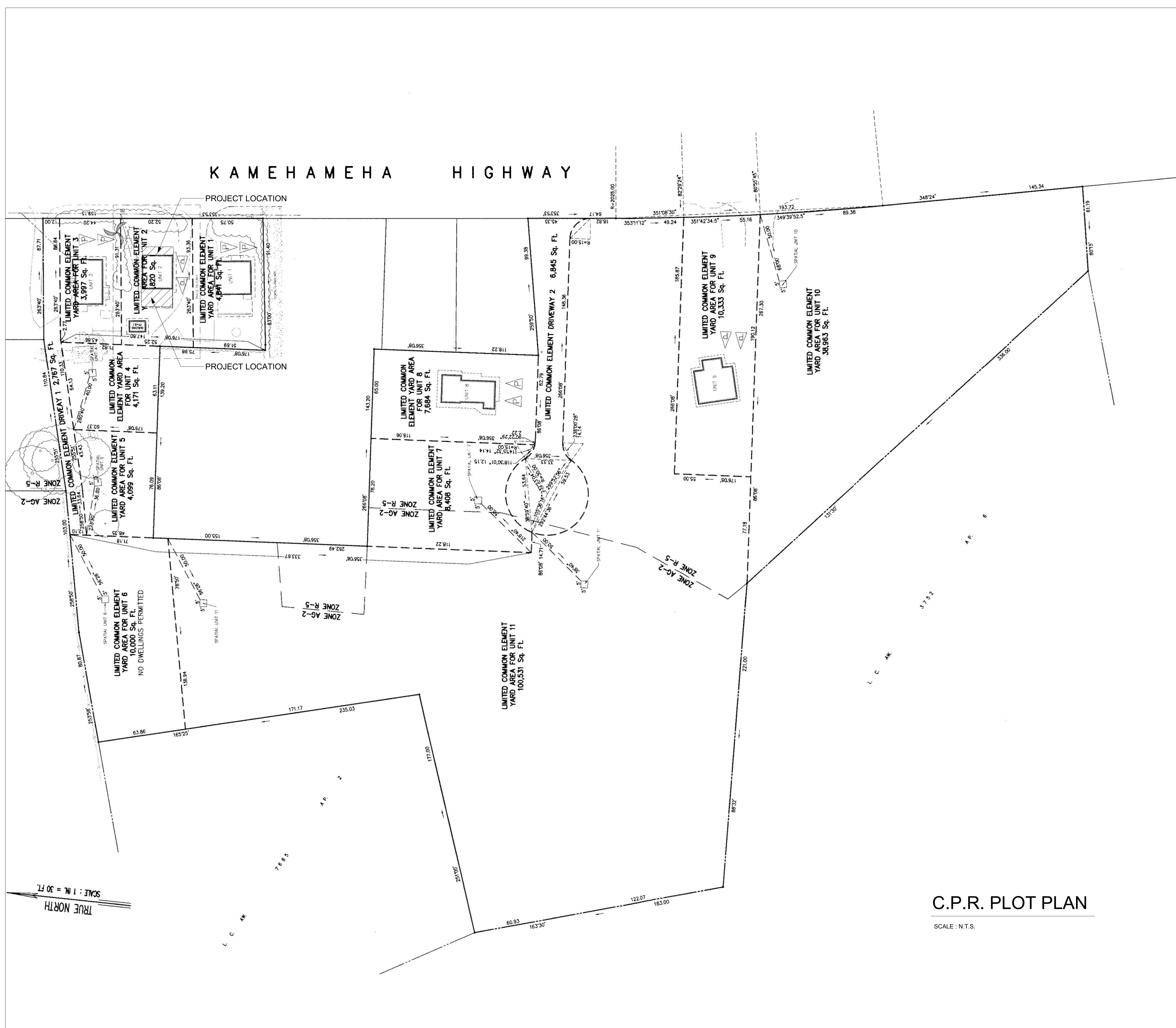
**2/15/2024**

SHEET NO.

**000**

OF **5** SHEETS

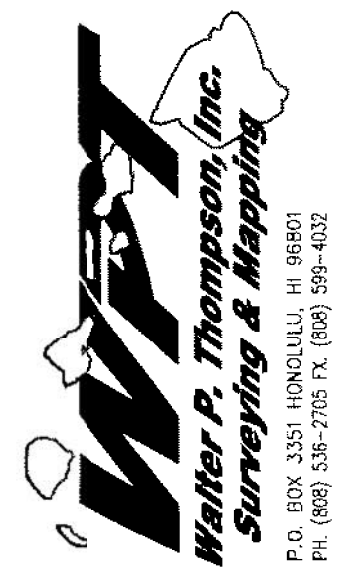




"KAHENA WAI ESTATES"  
 CONDOMINIUM PROJECT  
 PORTION GRANT 879 TO L.S. UA  
 AND R. P. 4939, L.C. AW. 3752  
 AP. 2 TO UKEKE AND  
 PORTION L.C. AW. 10185 AP. 3 TO MAKAIA  
 AT KAPANO, KOOLAULOA, OAHU, HAWAII  
 FEBRUARY 14, 2018 WALTER P. THOMPSON, INC.  
 SCALE: 1 IN. = 30 FT.



THIS WORK WAS PREPARED BY  
 ME OR UNDER MY SUPERVISION  
*Walter P. Thompson*  
 Exp. 07/31/18



- NOTES:
- 1) UNITS 4 THROUGH 7, 10 AND 11 ARE NOT STRUCTURES BUT ARE A SPATIAL PORTION OF THE PROJECT CONSISTING OF A CURB. SUCH MAY BE REPLACED BY A CURB OR CURB AND GUTTER IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM.
  - 2) DASHED LINES REPRESENT DIVISION OF LIMITED COMMON ELEMENT AREAS APPURTENANT TO THE UNITS AND DO NOT REPRESENT SUBDIVIDED LOTS.
  - 3) REPRESENTS AN 8' X 16' PARKING STALL.

C.P.R. PLOT PLAN

SCALE : N.T.S.

A PROPOSED NEW ADDITION FOR:  
**MR. CARY BELLUOMINI**  
 ADDRESS: 53-452 UNIT 2 KAMEHAMEHA HWY, HAUULA, HI 96717  
 T.M.K. 5-3-005-070



DATE  
**3/12/2024**  
 SHEET NO.

**A001**  
 OF 5 SHEETS

# CONTRACTOR GENERAL NOTES

- ALL WORK SHALL BE IN STRICT ACCORDANCE WITH 2018 I.R.C., STATE, AND LOCAL BUILDING CODES.
- THE CONTRACTOR SHALL VERIFY APPROVED JOBSITE BLUEPRINTS, SITE DIMENSIONS, AND PLAN DIMENSIONS, BEFORE COMMENCEMENT OF ANY WORK. CONTRACTOR SHALL NOTIFY DESIGNER OR ENGINEER OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO STARTING CONSTRUCTION. AT NO TIME SHALL THE CONTRACTOR / BUILDER SCALE THE DRAWINGS TO DETERMINE ANY DIMENSION. IN THE CASE OF A MISSING, OR DISCREPANT DIMENSION, CONTRACTOR / BUILDER SHALL CONTACT DESIGNER FOR CLARIFICATION. CONTRACTOR SHALL NOT PROCEED WITH ANY WORK, WITH ANY DISCREPANCY UNRESOLVED.
- CONTRACTOR SHALL VERIFY THE SITE AND ALL INFORMATION INCLUDING DISTANCE, LOT DIMENSIONS AND EXACT PROPERTY LINES TO ACCURATELY LOCATE PROPOSED PROJECT WITHIN THE MINIMUM REQUIRED SETBACK AREA.
- CONTRACTOR SHALL PROTECT ADJOINING LAND, BUILDING AND OTHER IMPROVEMENTS SITUATED THEREON. ANY DAMAGES OCCURRED SHALL BE REPAIRED AT NO COST TO THE OWNER OR ARCHITECT OR ENGINEER.
- ANY CONDITIONS, MATERIALS, DEVICES, OR DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS OR SPECIFIED SHALL BE CLARIFIED WITH THE DESIGNER OR ENGINEER BEFORE BIDDING, CONSTRUCTION, INSTALLATION, AND COMPLETION. AT NO TIME SHALL THE CONTRACTOR ARBITRARILY, OR UNILATERALLY MAKE CHANGES TO ANY STRUCTURAL COMPONENT AS CERTIFIED ON PLANS BY THE ENGINEER OF RECORD.
- ALL FINISHED GRADE LEVELS AND/OR SPOT ELEVATIONS ARE ASSUMED TO BE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL CONDITIONS.
- IF SOFT OR EXPANSIVE SOIL IS ENCOUNTERED THE SOIL SHALL BE REMOVED AND REPLACED WITH NON-EXPANSIVE STRUCTURAL FILL COMPACTED TO 95% AS PER ASTM D-1557.
- FOUNDATION DESIGN IS FOR SOIL WITH BEARING PRESSURE OF 2000 P.S.F. (NON-ADOB).E.
- ALL CONCRETE SHALL HAVE A 28 DAY COMPRESSION STRENGTH OF 3000 P.S.I.
- ALL REINFORCED STEEL TO BE ASTM A615 GRADE 60. WELDED WIRE MESH TO BE A-185 OR EQUAL, AND HAVE A MIN. 2" SIDE COVERING & A MIN. 3" BTM. COVERING OF CONCRETE
- ALL FOOTINGS SHALL REST ON FIRM UNDISTURBED SOIL.
- GROUND TO BE CHEMICALLY TREATED FOR TERMITES PER 2018 I.R.C. SECTION R-318 "AS AMENDED" BY A QUALIFIED BONDED CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE BRACING AND SHORING FOR ALL STRUCTURAL MEMBERS DURING ALL PHASES OF CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY FLASHING, CAULKING, AND WATERPROOFING ETC. TO ENSURE A WEATHER TIGHT FINISH AS PER STANDARD PRACTICE, AS PER 2018 I.R.C. SEC. R-703 & SEC. R-903
- ALL LUMBER SHALL BE DOUGLAS FIR #1 WOLMANIZED PRESSURE TREATED OR BETTER. AS PER 2018 I.R.C. SEC. R-317 AS AMENDED
- ALL FRAMING MEMBERS, RAFTERS, JOISTS, AND BEAMS SHALL BE FASTENED WITH "SIMPSON" METAL CONNECTORS (OR EQUAL) TO PROVIDE A CONTINUOUS LOAD PATH FROM ROOF TO FOUNDATION TO RESIST HIGH WIND FORCES.
- CONTRACTOR SHALL USE METAL HURRICANE CLIPS "SIMPSON" H-10A @ EACH RAFTER OR TRUSS @ 24" O.C. (EXTERIOR OF WALL) AS PER ENGINEER
- UNLESS OTHERWISE SHOWN, THE SHEATHING NAILS SHALL BE IN ACCORDANCE WITH TABLE R-602.3 (1)
- ALL HANDRAILS SHALL BE 34" MIN. & 38" MAX. IN HEIGHT AND SHALL BE INSTALLED AS PER 2018 I.R.C. SEC. 311
- ALL WINDOWS AT BEDROOMS SHALL HAVE A MINIMUM SILL HEIGHT OF 44" AND A MINIMUM NET CLEAR AND OPENABLE AREA OF 5.7 SQUARE FEET, 24" HEIGHT MINIMUM AND 20" WIDTH MINIMUM AS PER I.R.C.
- WALL COVERING ON STUDWALLS NOTED AS SHEARWALLS SHALL BE CONTINUED UP TO ROOF DECKING.
- EXTERIOR SHEETING SHALL BE NAILED W/ 8d NAILS @ 6" O.C. AT EDGES W/ 8d @ 12" O.C. IN FIELD.
- GYPSUM BOARD SHEARWALLS SHALL BE NAILED W/ 5d COOLER NAILS @ 4" O.C.
- PAINT ALL NEW INTERIOR AND EXTERIOR SURFACES (COLOR SELECTION BY OWNER) UNLESS OTHERWISE AGREED BETWEEN OWNER AND CONTRACTOR.
- ALL WALLS AND CEILINGS FOR BATH AREAS OR EXTERIOR DRYWALL TO BE APPROVED WATERPROOF TYPE GYPSUM BOARD.

26. THE ARCHITECT OR ENGINEER IS NOT RESPONSIBLE FOR THE CONTRACTORS METHODS, PROCEDURES, OR CONDITIONS ON JOBSITE THAT MAY DEVELOP DUE TO CONTRACTOR NOT FOLLOWING PLANS.

27. THE DRAWINGS INTEND TO SHOW FINISHED CONCEPT ONLY. CHANGES TO THE DRAWINGS ARE REQUIRED DUE TO UNFORESEEN CONDITIONS.

28. WINDOW HEADERS SHALL BE 4X6 AND DOOR HEADERS SHALL BE 4X8 MINIMUM UNLESS OTHERWISE NOTED, OR AS PER 2018 I.R.C. SEC. R-602.7

29. ALL NEW BEDROOMS & HALLWAYS SHALL HAVE A U.L. APPROVED ELECTRIC SMOKE DETECTOR WITH BATTERY BACK-UP. ALL EXISTING BEDROOMS AND HALLWAYS SHALL HAVE A BATTERY APPROVED SMOKE DETECTOR. TYP. AND SHALL HAVE INTERCONNECTED WIRING WHERE NEW INSTALLATION OCCURS AS PER 2018 I.R.C. SEC. 314 SMOKE ALARMS 2018 I.R.C. SECTION R-315 / CARBON MONOXIDE ALARMS

30. THE ALARM DEVICES SHALL BE INTERCONNECTED IN A MANNER THAT THE ACTUATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS IN INDIVIDUAL UNITS. THE ALARM SHALL BE CLEARLY AUDIBLE IN ALL BEDROOMS OVER BACKGROUND NOISE W/ ALL INTERVENING DOORS CLOSED. EXCEPTIONS: SMOKE ALARM IN EXISTING AREAS NOT REQUIRED TO BE INTERCONNECTED OR HARDWIRED WHERE THE ALTERATIONS OR REPAIRS DO NOT RESULT IN INTERIOR WALL, OR CEILING, REMOVAL

31. CONTRACTOR SHALL INSTALL DOUBLE FLOOR JOIST UNDER ALL PARTITION WALLS RUNNING PARALLEL WITH JOISTS.

32. CONTRACTOR SHALL NOTIFY ENGINEER 2 DAYS IN ADVANCE WHEN SHEAR WALLS AND THE DOWNS FOR CONTINUOUS LOAD PATHS CAN BE INSPECTED

33. OWNER OR CONTRACTOR MUST NOTIFY ENGINEER 48 HOURS PRIOR TO POURING CONCRETE AND CLOSING OF ALL WALLS FOR INSPECTION. IF ANY WALLS ARE CLOSED IN BEFORE AN INSPECTION IS MADE CONTRACTOR MAY BE ASKED BY BUILDING INSPECTOR OR THE ENGINEER TO RE-OPEN THE WALLS AT CONTRACTOR'S OWN EXPENSE.

34. ANY STRUCTURAL CHANGES BY THE CONTRACTOR MUST BE APPROVED BY THE ENGINEER BEFORE IMPLEMENTATION

35. CONTRACTOR SHALL VERIFY APPROVED JOB-SITE PLANS, PRIOR TO COMMENCEMENT, CONTRACTOR SHALL NOTIFY ARCHITECT OR ENGINEER OF ANY CONFLICTS PRIOR TO STARTING WORK.

36. CONTRACTOR SHALL VERIFY ALL FINISH MATERIALS, WINDOW SIZES, WINDOW TYPES, ETC. BEFORE TURNING IN FINAL BID.

37. IN THE CASE OF THE OWNER/BUILDER PERFORMING AS THE CONTRACTOR: THE OWNER/BUILDER SHALL BE RESPONSIBLE FOR ANY AND ALL OF THE RESPONSIBILITIES OF THE GENERAL CONTRACTOR, AND OR, THE PERFORMANCE, AND METHODS OF ANY SUB-CONTRACTORS, FOR WORK BEING PERFORMED ON THE PROJECT, AS NOTED IN THESE GENERAL NOTES, AND ON THESE DRAWINGS AS APPROVED BY THE ENGINEER OF RECORD, THE CITY & COUNTY OF HONOLULU AND AS PER THE 2018 I.R.C.

38. FAILURE OF CONTRACTOR TO ABIDE BY THE GENERAL NOTES AND, OR, THE CONSTRUCTION DRAWINGS AS STIPULATED, IS SOLE RESPONSIBILITY OF THE CONTRACTOR. THE DESIGNER OR ENGINEER ARE NOT LIABLE OR RESPONSIBLE FOR CONTRACTORS METHODS OR CONSTRUCTION PRACTICES. SHOULD THE CONTRACTOR FAIL TO MEET THE GENERAL REQUIREMENTS AS PUT FORTH IN THESE NOTES, AND ON THE CONSTRUCTION DOCUMENTS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ALL MISTAKES AND OR OMISSIONS AT HIS OWN COST. THE DESIGNER AND ENGINEER WILL NOT BE LIABLE FOR CONTRACTOR'S ERROR.

39. THESE NOTES ARE LEGAL AND BINDING AS TO THE CONTRACTORS RESPONSIBILITIES AND JOB PERFORMANCE. IT IS THE CONTRACTOR'S DUTY AND RESPONSIBILITY TO ABIDE BY THESE GENERAL NOTES AND REQUIREMENTS.

CONTRACTOR SIGNATURE:  
SIGNIFYING I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL NOTES, DRAWINGS, AND DETAILS, AS PUT FORTH BY THESE PLANS

## WINDBORNE DEBRIS PROTECTION

R301.2.1.2 PROTECTION OF OPENINGS. EXTERIOR GLAZING IN BUILDINGS LOCATED IN WINDBORNE DEBRIS REGIONS SHALL BE PROTECTED FROM WINDBORNE DEBRIS. GLAZED OPENING PROTECTION FOR WINDBORNE DEBRIS SHALL MEET THE REQUIREMENTS OF THE LARGE MISSILE TEST OF ASTM E1996 AND ASTM E1886 AS MODIFIED IN SECTION 301.2.1.2.1. GARAGE DOOR GLAZED OPENING PROTECTION FOR WINDBORNE DEBRIS SHALL MEET THE REQUIREMENTS OF AN APPROVED IMPACT-RESISTING STANDARD OR ANSIDASMA 115.

EXCEPTION: WOOD STRUCTURAL PANELS WITH A THICKNESS OF NOT LESS THAN 1/4" INCH (11MM) AND A SPAN OF NOT MORE THAN 8 FEET (2438 MM) SHALL BE PERMITTED FOR OPENING PROTECTION. PANELS SHALL BE PRECUT AND ATTACHED TO THE FRAMING SURROUNDING THE OPENING CONTAINING THE PRODUCT WITH THE GLAZED OPENING. PANELS SHALL BE PREDRILLED AS REQUIRED FOR THE ANCHORAGE METHOD AND SHALL BE SECURED WITH THE ATTACHMENT HARDWARE PROVIDED. ATTACHMENTS SHALL BE DESIGNED TO RESIST THE COMPONENT AND GLAZING LOADS DETERMINED IN ACCORDANCE WITH EITHER TABLE R301.2(2) OR ASCE 7, WITH THE PERMANENT CORROSION-RESISTANT ATTACHMENT HARDWARE PROVIDED AND ANCHORS PERMANENTLY INSTALLED ON THE BUILDING. ATTACHMENT IN ACCORDANCE WITH TABLE R301.2.1.2 IS PERMITTED FOR BUILDINGS WITH A MEAN ROOF HEIGHT OF 45 FEET (13 728 MM) OR LESS WHERE THE ULTIMATE DESIGN WIND SPEED,  $V_w$ , IS 180 MPH (290 KPH) OR LESS.

TABLE R301.2.1.2 WIND-BORNE DEBRIS PROTECTION FASTENING SCHEDULE FOR WOOD STRUCTURAL PANELS

FASTENER TYPE	FASTENING SPACE		
	PANEL SPAN ≤ 4 FEET	4 FEET < PANEL SPAN ≤ 6 FEET	6 FEET < PANEL SPAN ≤ 8 FEET
NO. 8 WOOD-SCREW-BASED ANCHOR WITH 2-INCH EMBEDMENT LENGTH	16	10	8
NO. 10 WOOD-SCREW-BASED ANCHOR WITH 2-INCH EMBEDMENT LENGTH	16	12	9
1/2-INCH LAG-SCREW-BASED ANCHOR WITH 2-INCH EMBEDMENT LENGTH	16	16	16

## R.S.W.M.P. NOTES

RESIDENTIAL STORM WATER MANAGEMENT NOTES FOR SINGLE-FAMILY AND TWO-FAMILY DWELLING PROJECTS:

(i) USE SITE DESIGN STRATEGIES TO REDUCE THE IMPERVIOUS SURFACE AREAS TO THE MAXIMUM EXTENT PRACTICAL. THE TOTAL IMPERVIOUS SURFACE AREA FOR THE LOT MAY NOT EXCEED 75%, PER LUO SECTION 21-3.70.1(G).

(ii) TOTAL IMPERVIOUS AREA = **38.3 %**.

## PUBLIC HEALTH, SAFETY, AND CONVENIENCE NOTES:

1. THE CONTRACTOR SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS REQUIRED FOR THE PROTECTION OF THE PUBLIC HEALTH AND SAFETY AND ENVIRONMENTAL QUALITY.

2. THE CONTRACTOR, AT HIS OWN EXPENSE SHALL KEEP THE PROJECT AND ITS SURROUNDING AREAS FREE FROM DUST NUISANCE. THE WORK SHALL BE IN CONFORMANCE WITH THE AIR POLLUTION CONTROL STANDARDS AND REGULATIONS OF THE STATE DEPARTMENT OF HEALTH.

3. NO CONTRACTOR SHALL PERFORM ANY CONSTRUCTION ACTIVITY SO AS TO CAUSE FALLING ROCK, SOIL OR DEBRIS IN ANY FORM TO FALL, SLIDE OR FLOW ONTO ADJOINING PROPERTIES, STREETS OR NATURAL WATERCOURSES. SHOULD SUCH VIOLATIONS OCCUR, THE CONTRACTOR SHALL IMMEDIATELY MAKE ALL REMEDIAL ACTIONS NECESSARY.

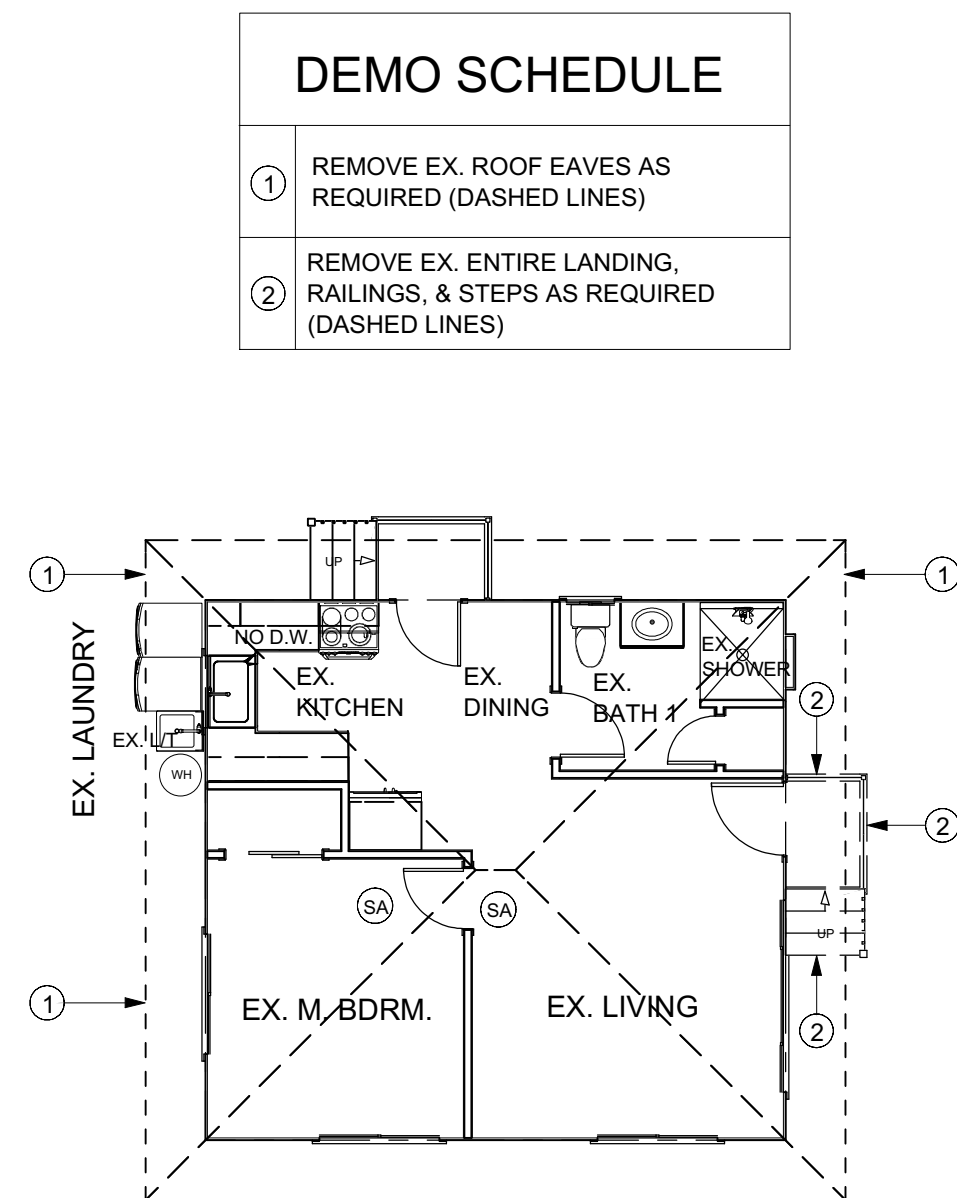
4. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL NECESSARY SIGNS, LIGHTS, FLARES, BARRICADES, MARKERS, CONES AND OTHER PROTECTIVE FACILITIES AND SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION, CONVENIENCE AND SAFETY OF THE PUBLIC. THE CONTRACTOR SHALL APPLY FOR A CONSTRUCTION PERMIT WITH A NOISE POLLUTION CONTROL PLAN.

## ESCP INSPECTION NOTES:

1. AT LEAST TWO WEEKS BEFORE THE BEGINNING CONSTRUCTION, THE CONTRACTOR OR THE PERSON IN CHARGE OF CONSTRUCTION SHALL NOTIFY THE STORM WATER INSPECTOR LISTED ON THE BUILDING PERMIT.

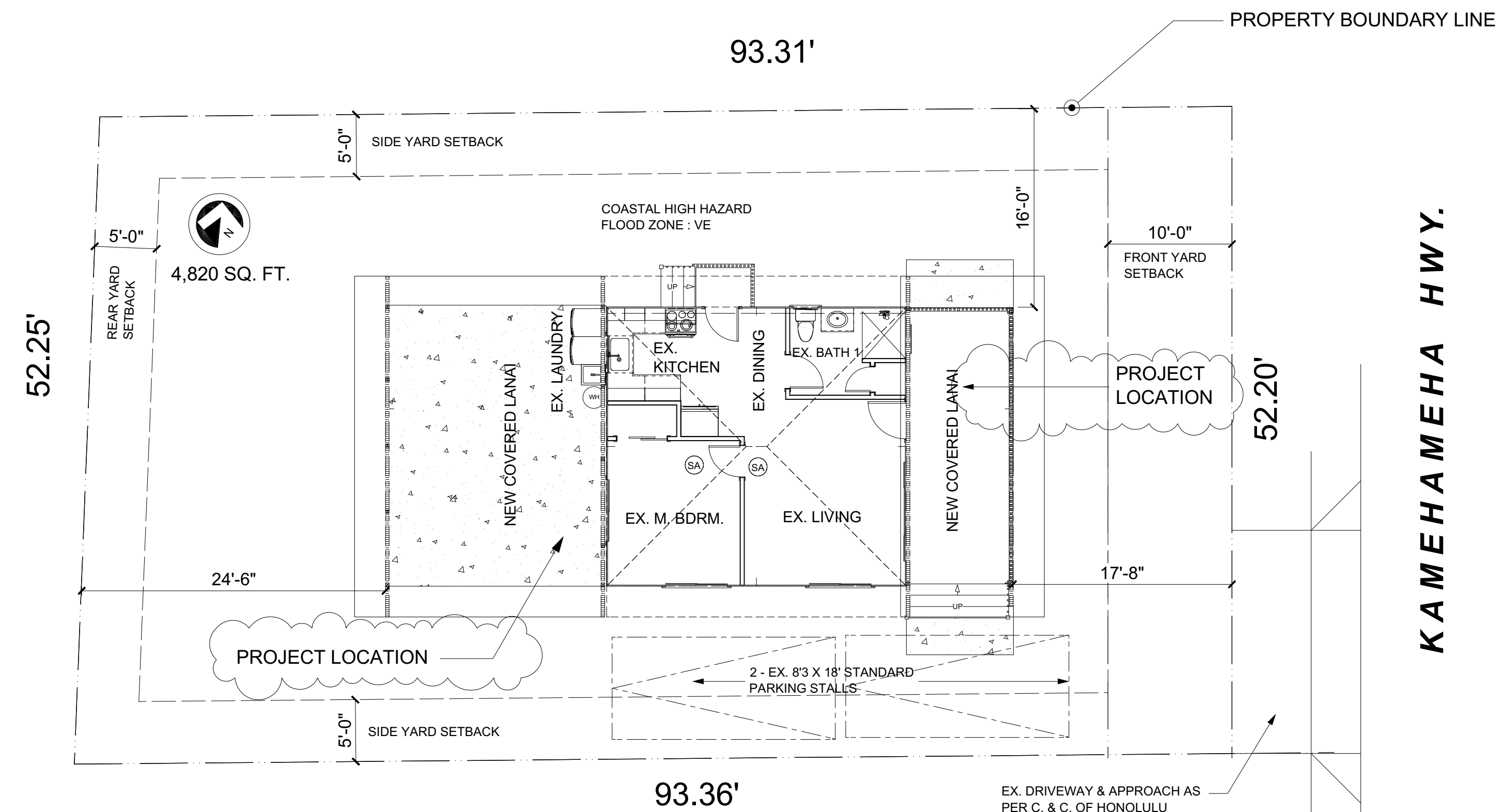
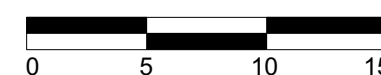
2. AFTER INSTALLING THE CONSTRUCTION BMPS AND MOBILIZING ANY CONSTRUCTION APPARATUS IN ACCORDANCE WITH THE APPROVED ESCP (OR APPENDIX B - ESCP FOR SMALL PROJECT TEMPLATE), THE CONTRACTOR OR THE PERSON IN CHARGE OF CONSTRUCTION SHALL CONTACT THE ESCP COORDINATOR LISTED ON THE BUILDING PERMIT, FOR A PRE-CONSTRUCTION INSPECTION.

3. THE ESCP COORDINATOR SHALL SUBMIT THE PRE-CONSTRUCTION INSPECTION CHECKLIST TO THE STORM WATER INSPECTOR (EMAIL TO DPP.NPDES@HONOLULU.GOV) CONFIRMING THE BMPS AND GOOD HOUSE KEEPING MEASURES ARE IN COMPLIANCE.



## EXISTING / DEMO PLAN

SCALE : 1/8" = 1'-0"



## PARTIAL PLOT PLAN

SCALE : 1/8" = 1'-0"



**A PROPOSED NEW ADDITION FOR:**  
**MR. CARY BELLUOMINI**  
**ADDRESS: 53-452 UNIT 2 KAMEHAMEHA HWY, HAUULA, HI 96717**  
**T.M.K. 5-3-005-070**



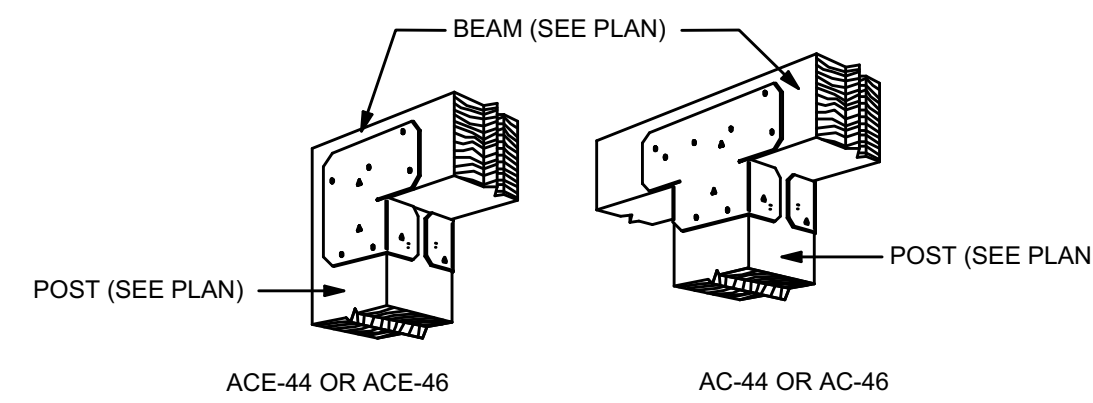
DATE

**3/12/2024**

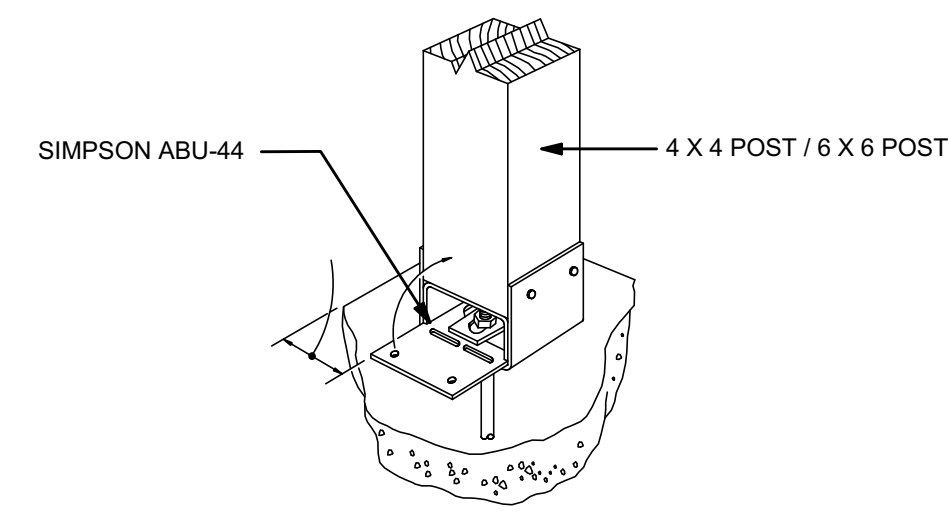
SHEET NO.

**A002**  
OF 5 SHEETS

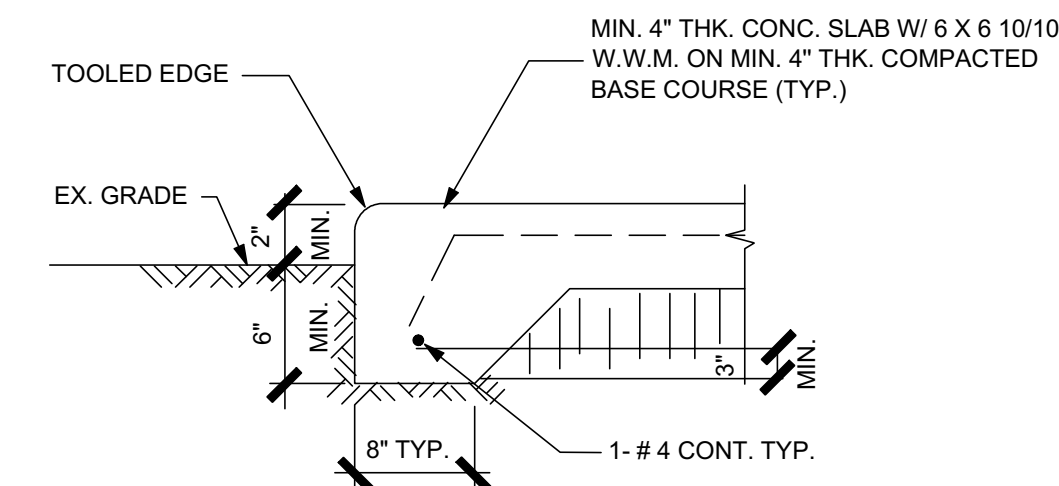




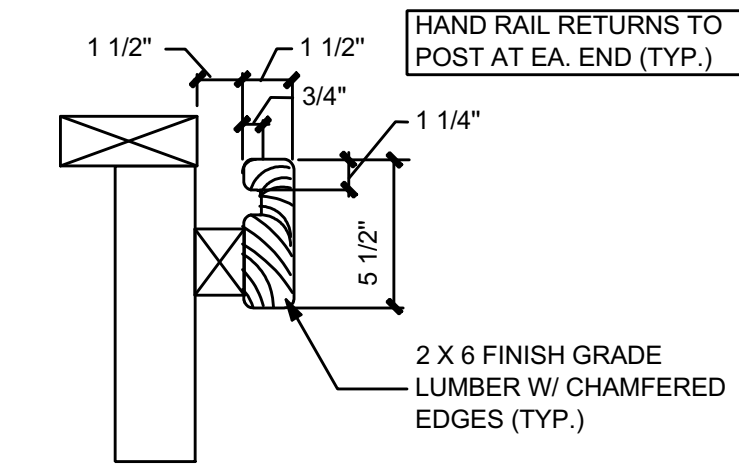
**4**  
A003  
N.T.S.  
**BM TO COLUMN CONNECTION**



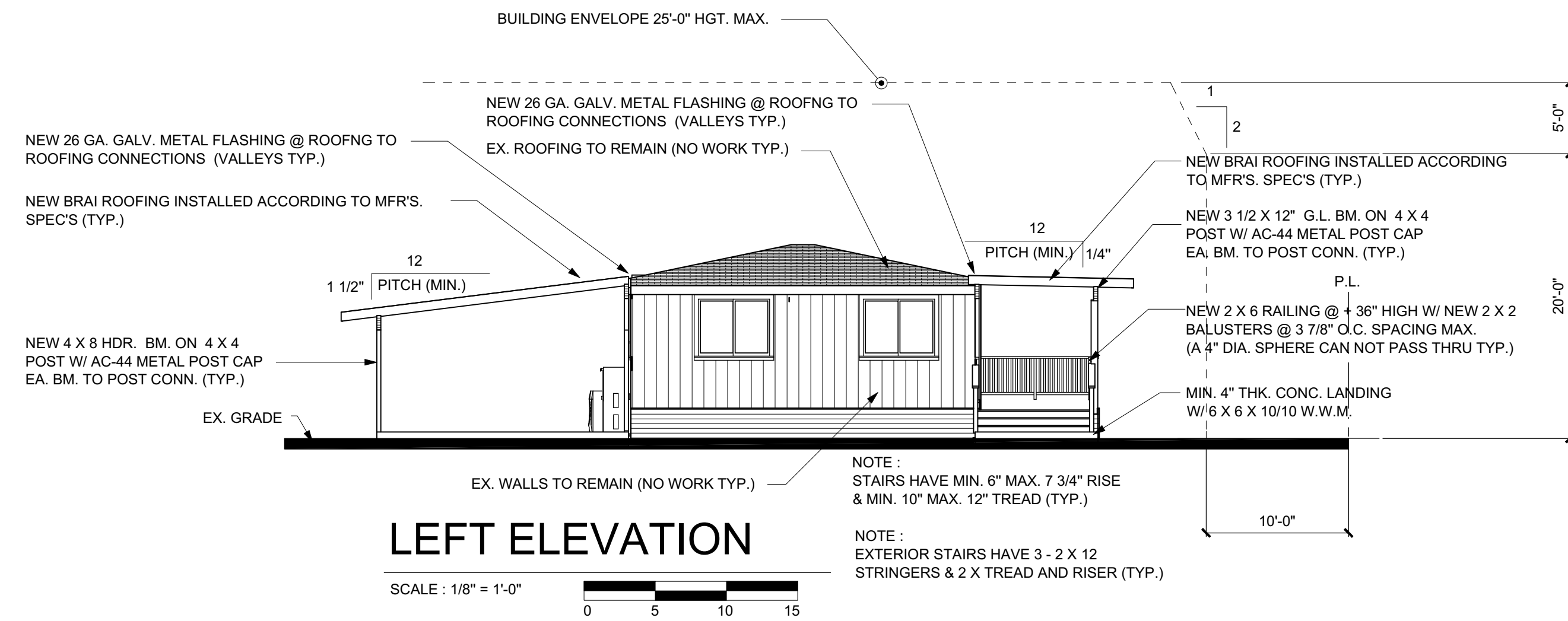
**3**  
A003  
N.T.S.  
**POST BASE ABU-44 / ABU-66**



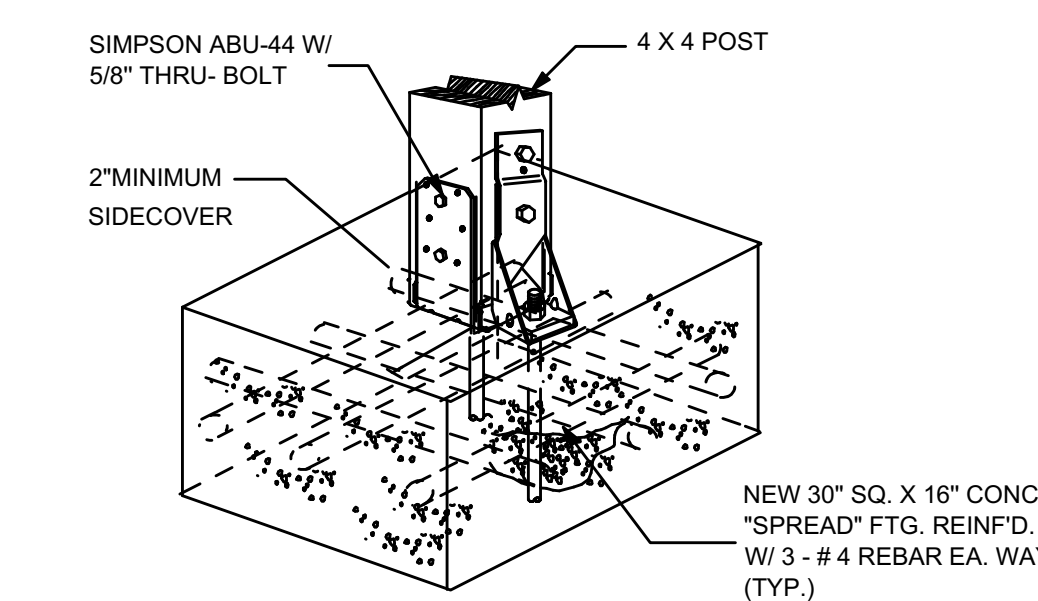
**2**  
A003  
N.T.S.  
**THICKENED EDGE FT'G. DETAIL**



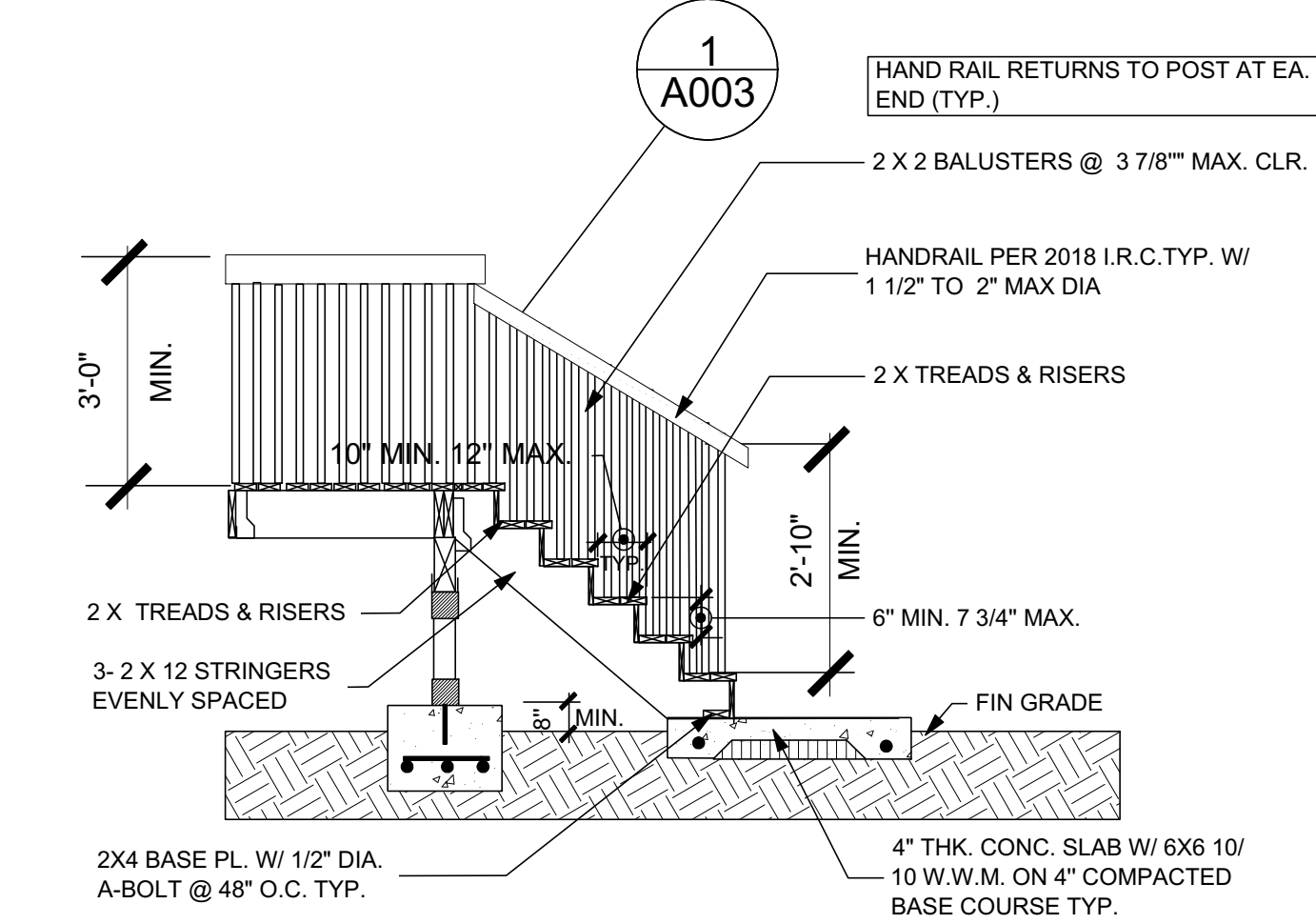
**1**  
A003  
N.T.S.  
**EXT. HAND RAIL DETAIL**



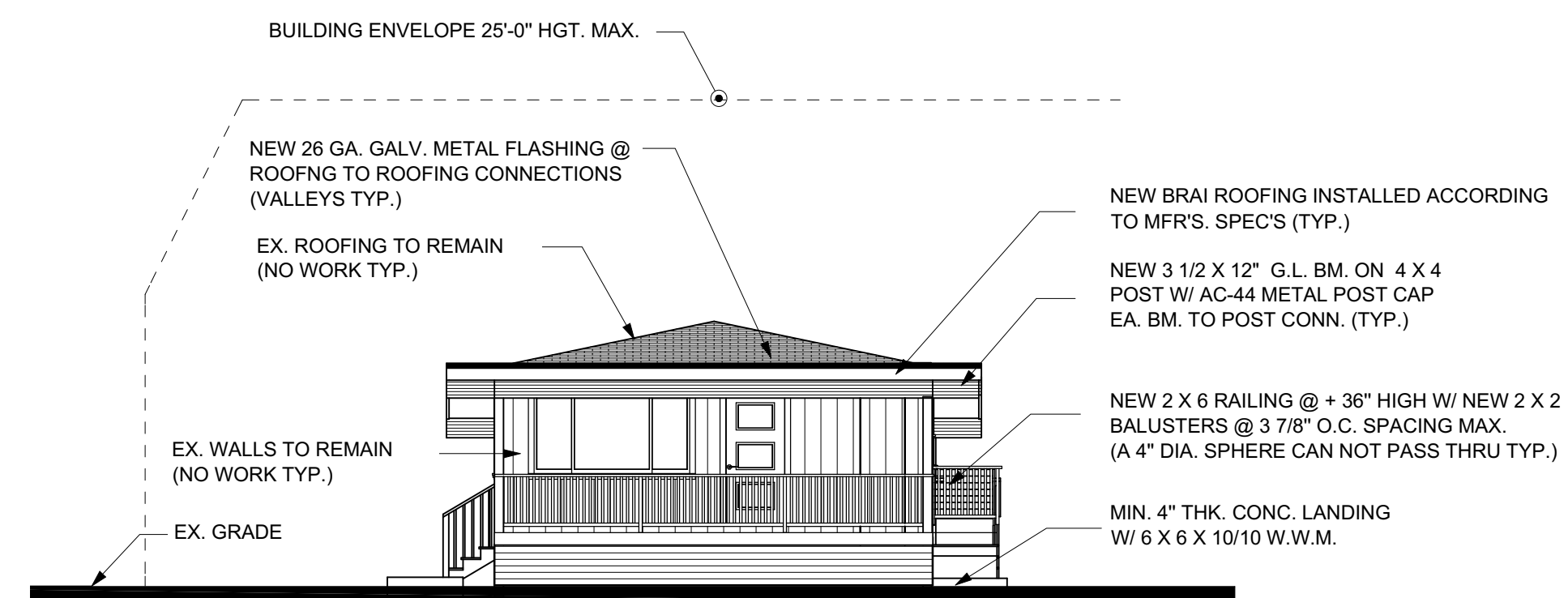
**LEFT ELEVATION**  
SCALE: 1/8" = 1'-0"  
0 5 10 15



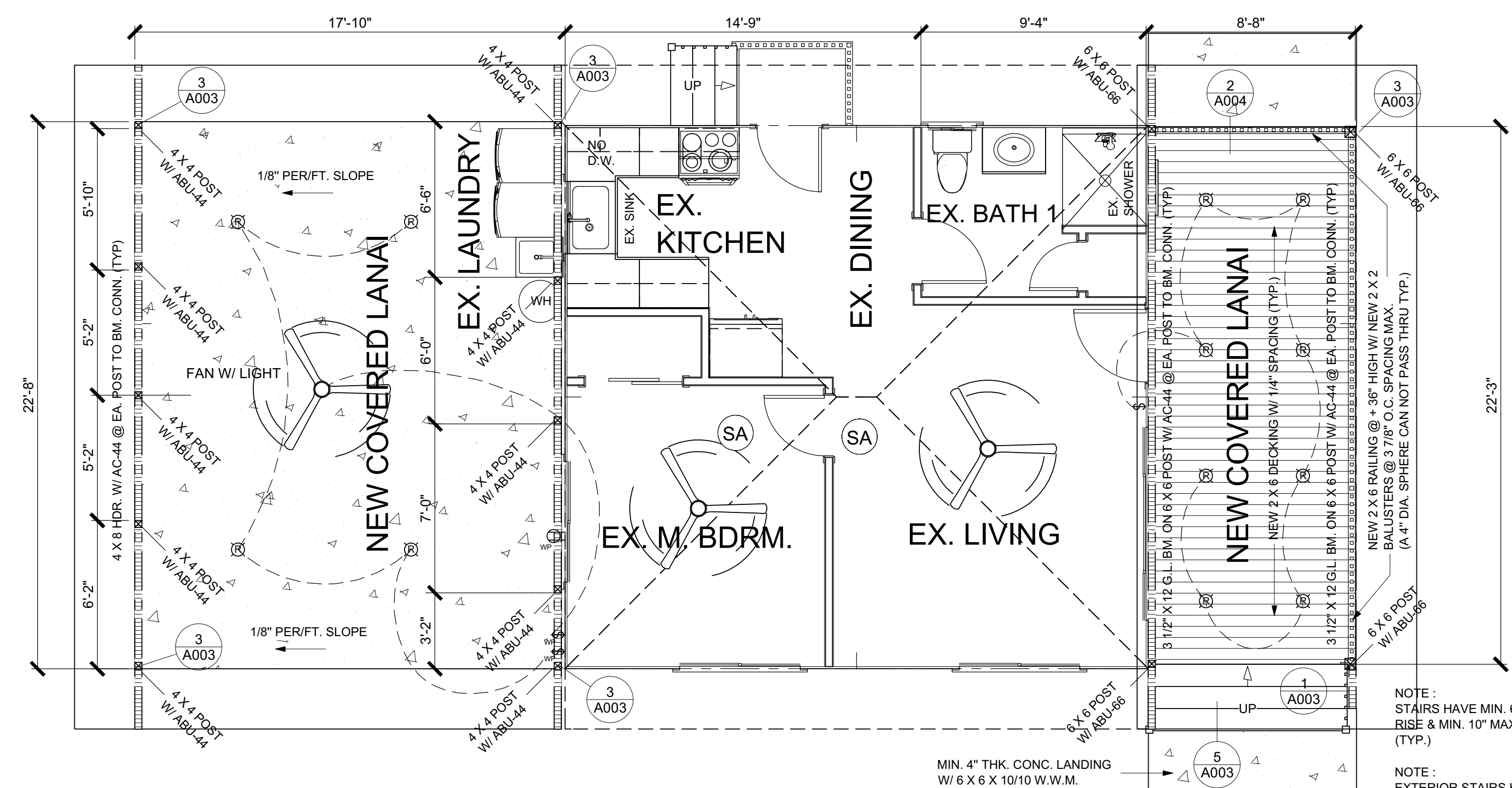
**6**  
A003  
N.T.S.  
**CONC. "SPREAD" FT'G.**



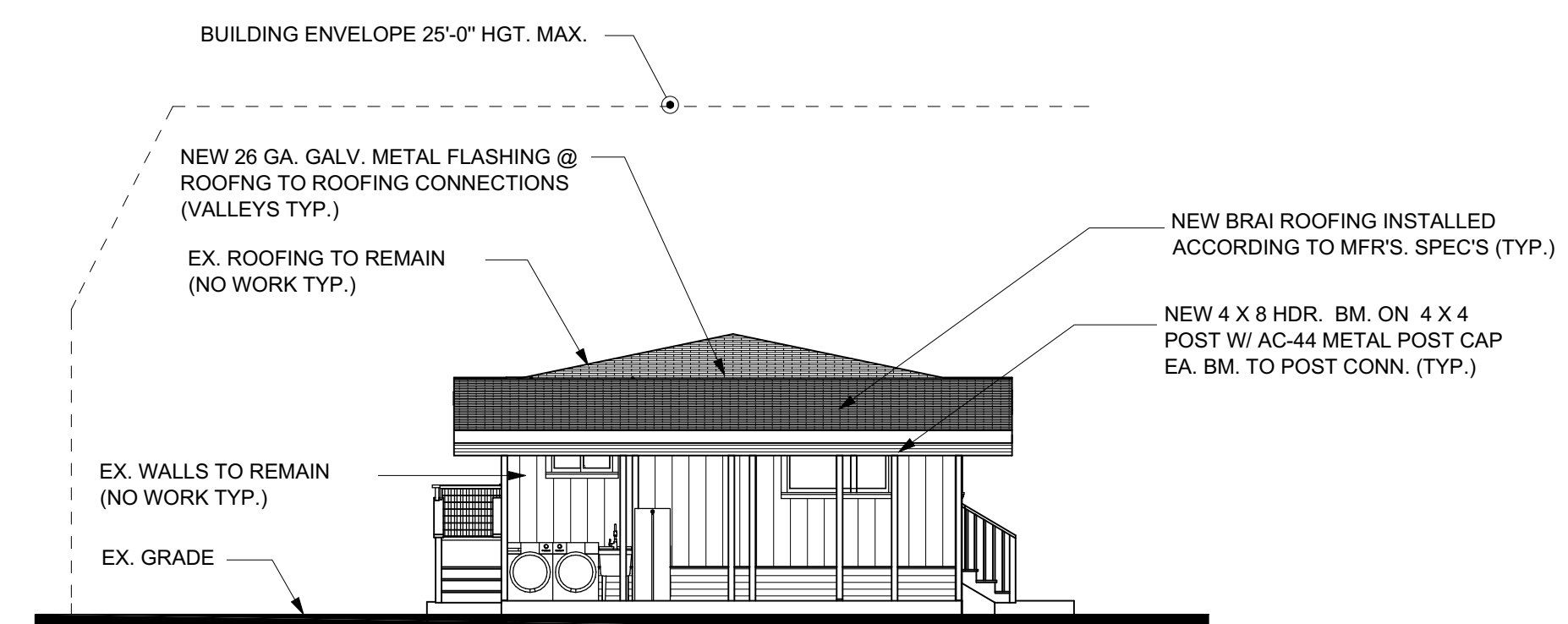
**5**  
A003  
N.T.S.  
**EXTERIOR STAIR DETAIL**



**FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"  
0 5 10 15



**FLOOR PLAN**  
SCALE: 1/4" = 1'-0"  
0 5 10 15



**REAR ELEVATION**  
SCALE: 1/8" = 1'-0"  
0 5 10 15

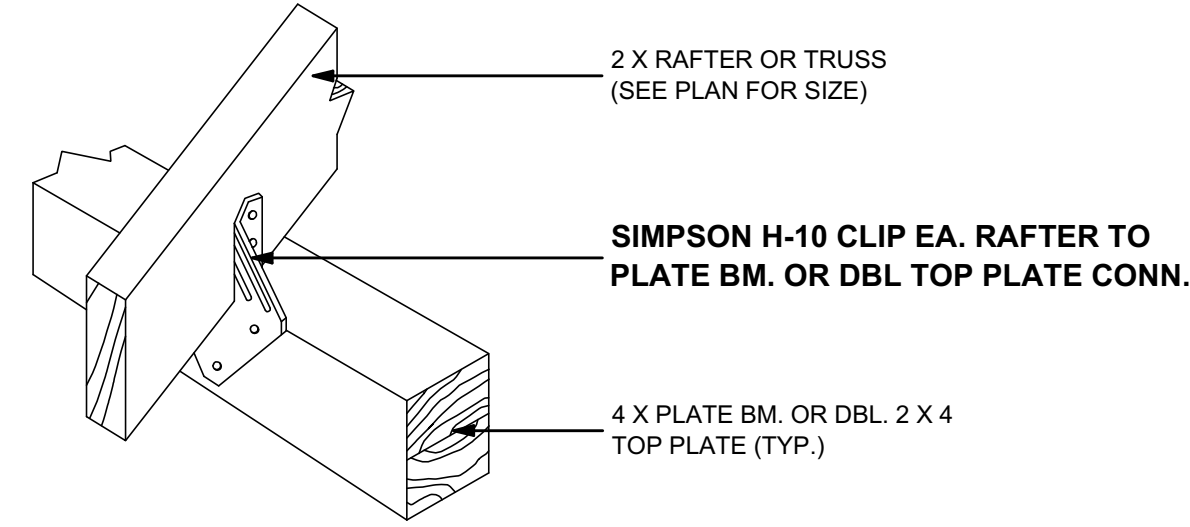
**A PROPOSED NEW ADDITION FOR:**  
**MR. CARY BELLUOMINI**  
**ADDRESS: 53-452 UNIT 2 KAMEHAMEHA HWY, HAUULA, HI 96717**  
**T.M.K. 5-3-005-070**



**DATE**  
**2/15/2024**  
**SHEET NO.**

**A003**  
**OF 5 SHEETS**

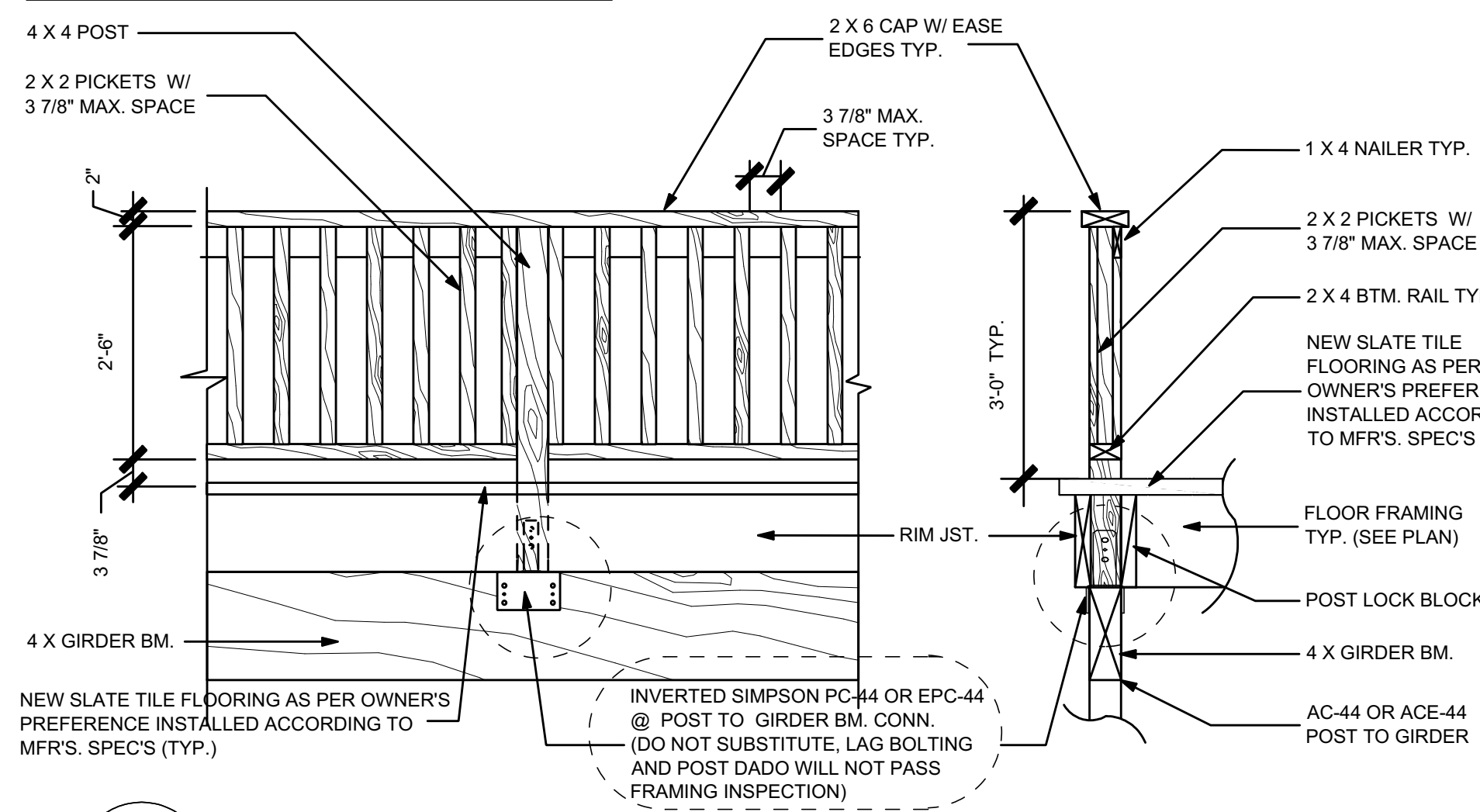
\*\*\*NOTE:\*\*\*  
USE H-10-2 FOR DBL. TRUSS TO TOP PLATE CONN. (TYP.)



\*\*\*NOTE:\*\*\*  
DO NOT SUBSTITUTE ANY OTHER CLIP W/OUT PROR APPROVAL

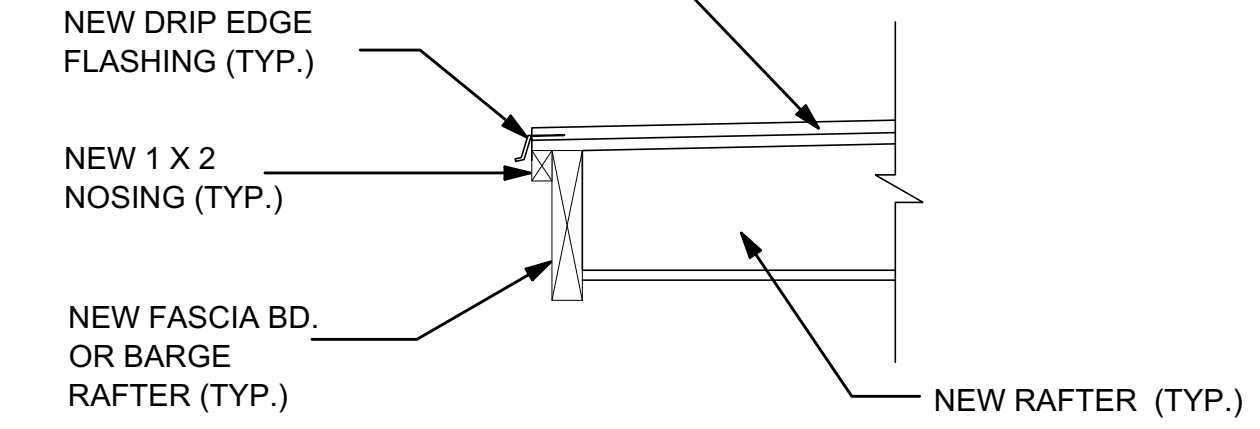
3  
A004 SIMPSON H-10  
N.T.S.

\*\*\*NOTE:\*\*\*  
4" DIA. SPHERE CAN NOT PASS THRU BALUSTER SPACE



2  
A004 RAILING DETAIL  
N.T.S.

NEW BRAI ROOFING INSTALLED ACCORDING TO MRS. SPEC'S. ON 2 - 15# SELF-SEALING FELT ON 5/8" THK. STAGGERED PLYWD. SHEATHING W/ CLIPS (TYP.)



1  
A004 DRIP EDGE FLASHING DETAIL  
N.T.S.

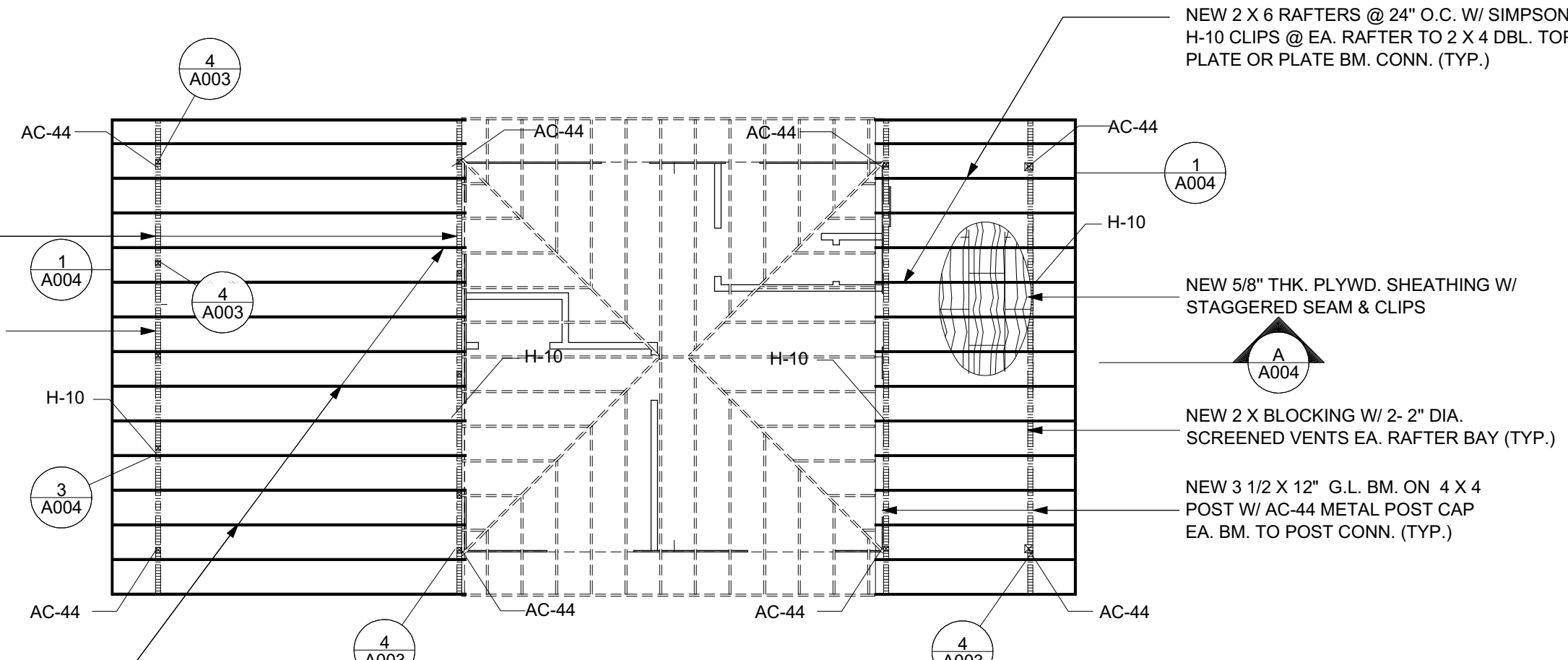
NOTE:  
INSTALL NEW SIMPSON H-10A CLIPS @ 24" O.C. EA. RAFTER TO DBL. TOP PLATE OR BM. CONN. (TYP.)

NEW 4 X 8 HDR. BM. ON 4 X 4 POST W/ AC-44 METAL POST CAP EA. BM. TO POST CONN. (TYP.)

NOTE:  
PROVIDE DBL. 2 X TRIMMERS @ WINDOW OPENINGS 6'-0" OR GREATER IN WIDTH

NOTE:  
ALL HEADERS ARE OF 4 X 6 UNLESS OTHERWISE NOTED

NEW 2 X 10 RAFTERS @ 24" O.C. W/ SIMPSON H-10 CLIPS @ EA. RAFTER TO 2 X 4 DBL. TOP PLATE OR PLATE BM. CONN. (TYP.)



ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0"

NOTE:  
PROVIDE TERMITE TREATMENT IN ACCORDANCE W/ I.R.C. SECTION R-320, AS AMENDED

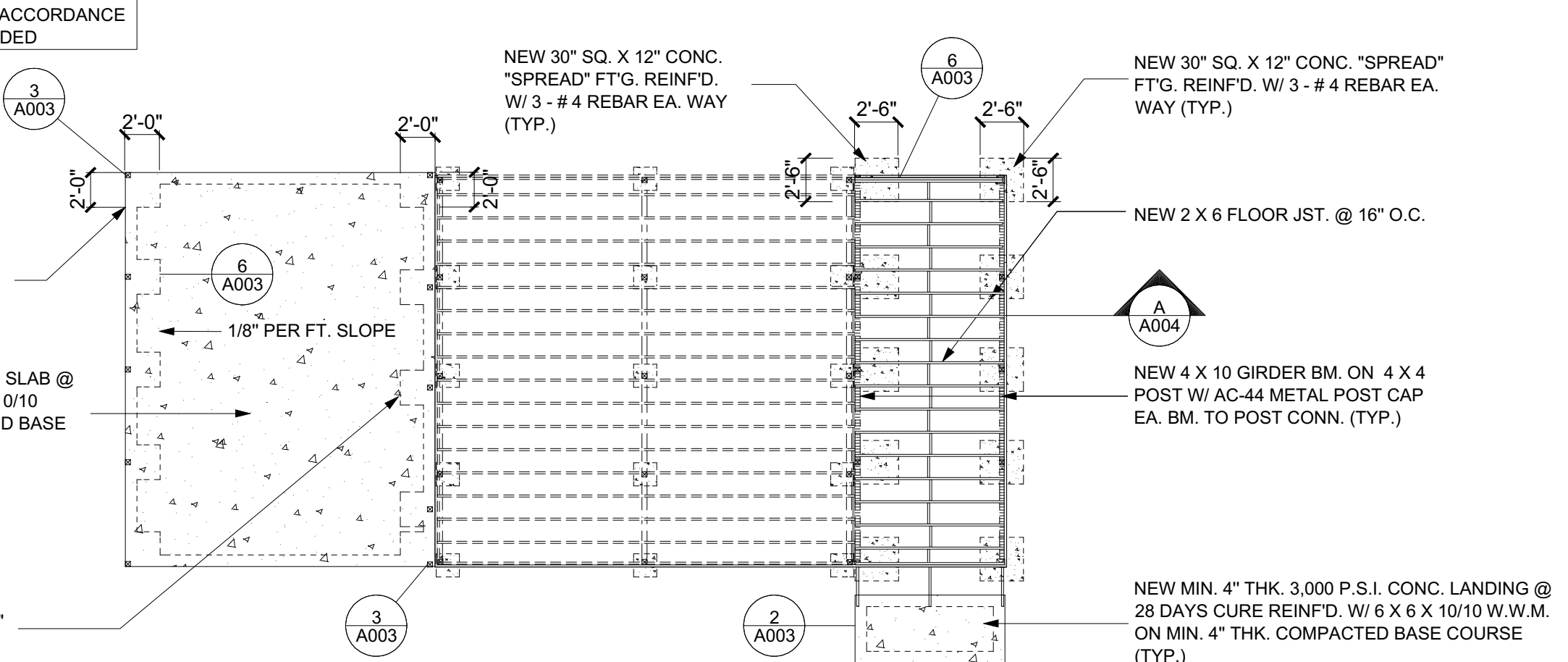
NOTE:  
PROVIDE MOISTURE BARRIER TO ALL AREAS WHERE WOOD MEMBERS CONTACT MASONRY (TYP.)

NEW 24" SQ. X 12" CONC. "SPREAD" FTG. REINF'D. W/ 3 - #4 REBAR EA. WAY (TYP.)

NEW MIN. 4" THK. 3,000 P.S.I. CONC. SLAB @ 28 DAYS CURE REINF'D. W/ 6 X 6 X 10/10 W.W.M. ON MIN. 4" THK. COMPACTED BASE COURSE (TYP.)

NOTE:  
THE BTM. OF ALL NEW WD. FRAMING SHALL BE MIN. 8" FROM GRADE

NEW 24" SQ. X 12" CONC. "SPREAD" FTG. REINF'D. W/ 3 - #4 REBAR EA. WAY (TYP.)



FOUNDATION / FLOOR FRAMING PLAN

SCALE: 1/8" = 1'-0"

NEW 2 X 10 RAFTERS @ 24" O.C. W/ SIMPSON H-10 CLIPS @ EA. RAFTER TO 2 X 4 DBL. TOP PLATE OR PLATE BM. CONN. (TYP.)

NEW BRAI ROOFING INSTALLED ACCORDING TO MRS. SPEC'S. ON 2 - 15# SELF-SEALING FELT ON 5/8" THK. STAGGERED PLYWD. SHEATHING W/ CLIPS (TYP.)

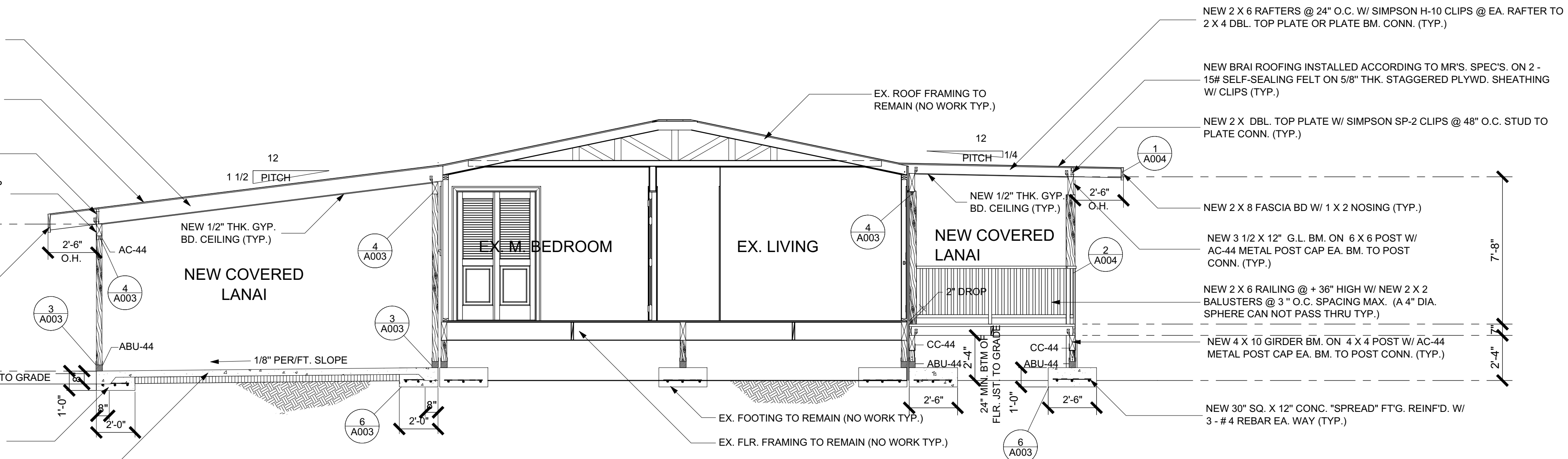
NEW 2 X DBL. TOP PLATE W/ SIMPSON SP-2 CLIPS @ 48" O.C. STUD TO PLATE CONN. (TYP.)

NEW 4 X 8 HDR. BM. ON 4 X 4 POST W/ AC-44 METAL POST CAP EA. BM. TO POST CONN. (TYP.)

NEW 2 X 12 FASCIA BD W/ 1 X 2 NOSING (TYP.)

NEW 24" SQ. X 12" CONC. "SPREAD" FTG. REINF'D. W/ 3 - #4 REBAR EA. WAY (TYP.)

NEW MIN. 4" THK. 3,000 P.S.I. CONC. SLAB @ 28 DAYS CURE REINF'D. W/ 6 X 6 X 10/10 W.W.M. ON MIN. 4" THK. COMPACTED BASE COURSE (TYP.)



CROSS SECTION

SCALE: 1/4" = 1'-0"

A PROPOSED NEW ADDITION FOR:

MR. CARY BELLUOMINI

ADDRESS: 53-452 UNIT 2 KAMEHAMEHA HWY, HAUULA, HI 96717

T.M.K. 5-3-005-070

Blue Hawaii Drafting Services



DATE

2/15/2024

SHEET NO.

A004  
OF 5 SHEETS



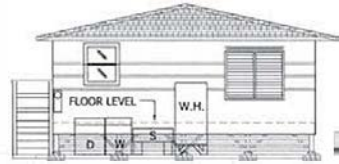
# EXISTING

## UNIT #2 SUMMARY:

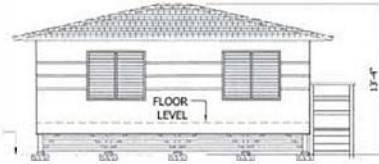
53-452 KAM HWY.  
HAULUA, HI 96717

PROJECT SUMMARY:	
EXIST. LIVING AREA	550 SF.
EXIST. OPEN CONC. FL.	335 SF.
EXIST. PORCH	55 SF.
TOTAL:	940 SF.
TOTAL LIVING AREA:	550 SF.
LOT SIZE:	4,820 SF.
PERCENTAGE OF LOT:	11.5%

- CONSTRUCTION NOTES:
1. SINGLE WALL CONSTRUCTION
  2. POST & BLOCK FOUNDATION
  3. COMPOSITE ASPHALT SHINGLE ROOF
  4. COMPACTED GRAVEL DRIVEWAY



4 BACK ELEVATION  
3/16" = 1'-0"



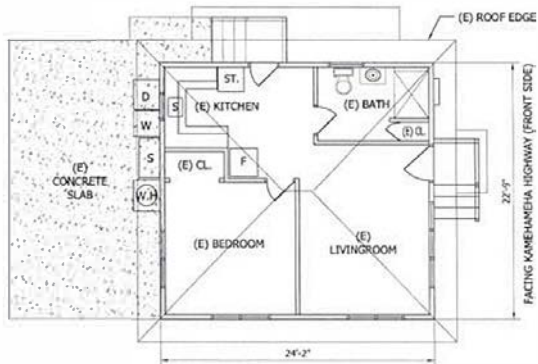
5 LEFT ELEVATION  
3/16" = 1'-0"



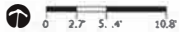
2 FRONT ELEVATION  
3/16" = 1'-0"



3 EXIST. RIGHT ELEVATION  
3/16" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #2 - 53-452 KAMEHAMEHA HWY.  
3/16" = 1'-0"



**KAHENA WAI ESTATES**  
53-428 TO 53-458 Kamehameha Hwy.  
Hauula, HI 96717  
TMK: 5-3-005:030, 4.7625 ACRES

REV.	DATE	DESCRIPTION

SHEET DESCRIPTION  
LIMITED COMMON  
ELEMENT #2  
53-452 KAM HWY.  
UNIT #2 PLAN  
& ELEVATIONS

NOTE:  
SHEET ADDED PER DPP COMMENT  
FOR SIMPLY PLAN & ELEVATIONS  
FOR ALL UNITS ON PROPERTY.

# Unit # 3

## UNIT #3 SUMMARY:

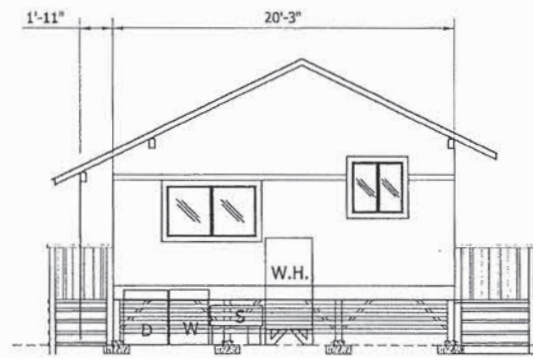
53-458 KAM HWY.  
HAUULA, HI 96717

### PROJECT SUMMARY:

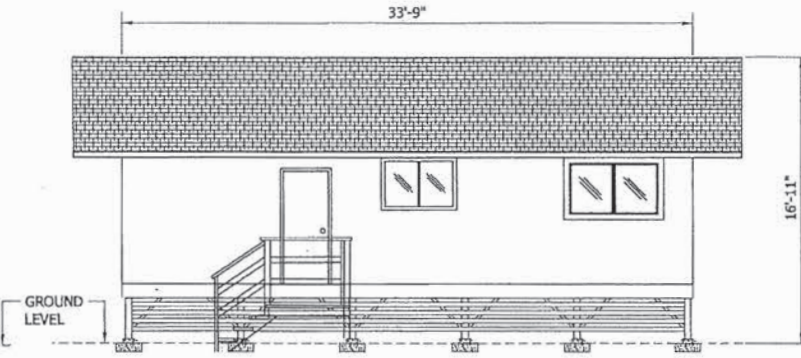
EXIST. LIVING AREA	678 SF.
TOTAL:	678 SF.
TOTAL LIVING AREA:	678 SF.
LOT SIZE:	3,997 SF.
PERCENTAGE OF LOT:	17.0 %

### CONSTRUCTION NOTES:

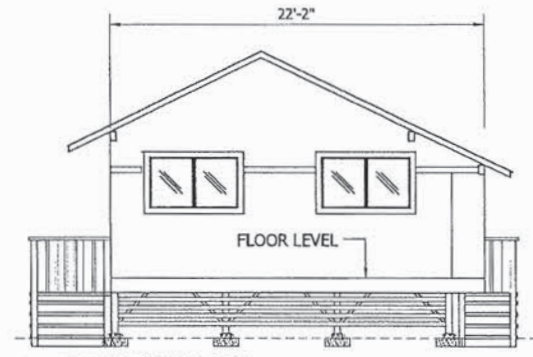
1. SINGLE WALL CONSTRUCTION
2. POST & BLOCK FOUNDATION
3. COMPOSITE ASPHALT SHINGLE ROOF
4. COMPACTED GRAVEL DRIVEWAY



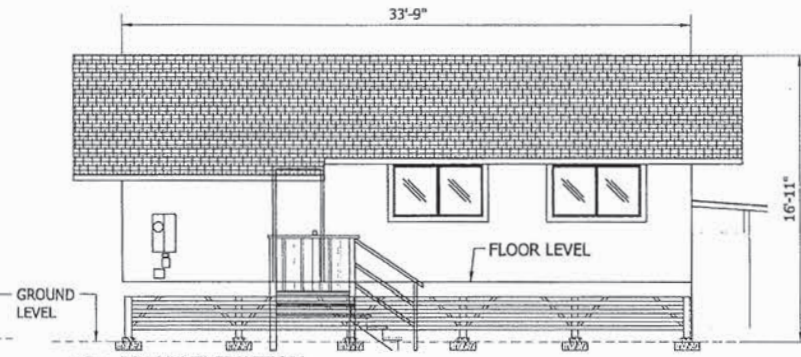
4 BACK ELEVATION  
3/16" = 1'-0"



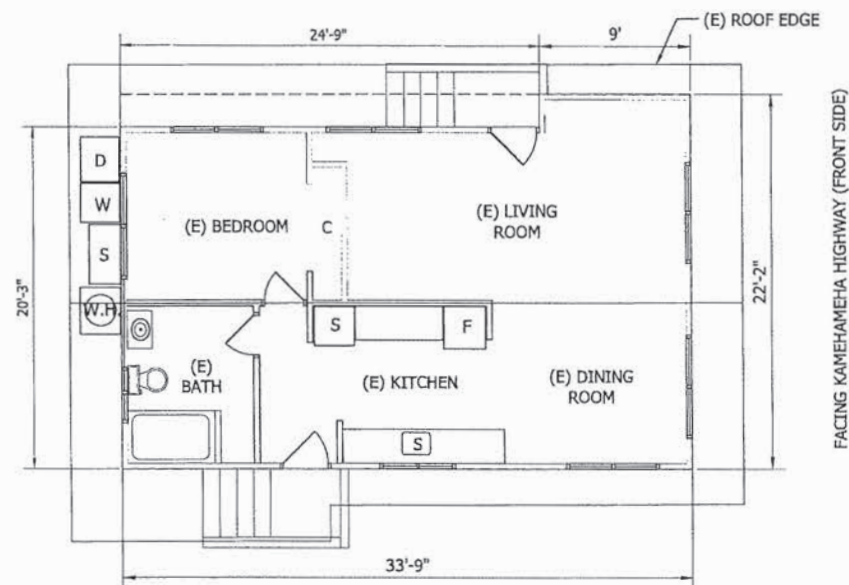
5 LEFT ELEVATION  
3/16" = 1'-0"



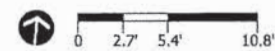
2 FRONT ELEVATION  
3/16" = 1'-0"



3 RIGHT ELEVATION  
3/16" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #3 - 53-458 KAMEHAMEHA HWY.  
3/16" = 1'-0"



**KAHENA WAI ESTATES**  
53-428 TO 53-458 Kamehameha Hwy.  
Hauula, HI 96717  
TMK: 5-3-005:030, 4.7625 ACRES

REV. #	DATE	DESCRIPTION

SHEET DESCRIPTION:  
LIMITED COMMON  
ELEMENT #3  
53-458 KAM HWY.  
UNIT #3 PLAN  
ELEVATIONS

SHEET NO. 4  
**S-3**  
OF 6 SHEETS

NOTE:  
SHEET ADDED PER DPP COMMENT  
FOR SIMPLY PLAN & ELEVATIONS  
FOR ALL UNITS ON PROPERTY.



## < Carol Haines

5:51 PM, Jan 31

53-4 58 Kamehameha Highway unit #3  
Proposal .what t to build in the next 10 years.

1. Lift Existing house, 10 feet.+
2. Add additional sunroom in the front of the house. 9x22 . With bathroom inside room area , about 6x 4 and wet bar. Front French doors . Sunroom , open beams. Remove front existing wall that faces ocean .
3. Off the sunroom . A lanai, 5 feet out from the front with a wraparound walk area to both staircases from the front and back.
4. Underneath a garage /work area with the laundry area, wet bar, and bathroom under top bathroom. Entrance to work area / laundry room. One on side , other to the open garage area . All With breakaway walls .
5. Space for two cars , side breakaway walls . Open on the end, where you drive in.from the back . Or needed where architect decides..
6. Would increase the living space 308 ' with a total . Roughly 1060 feet..
7. Plants,...ti leaves, papayas, orchids, palm trees , ginger, sweet potatoes, tomatoes, small lime, tree, grapefruit, pomegranate tree , onions small vegetables, and flowers .
8. Whatever sanitation size for development needed mahalo ,

  
Copy text

  
Share

  
More






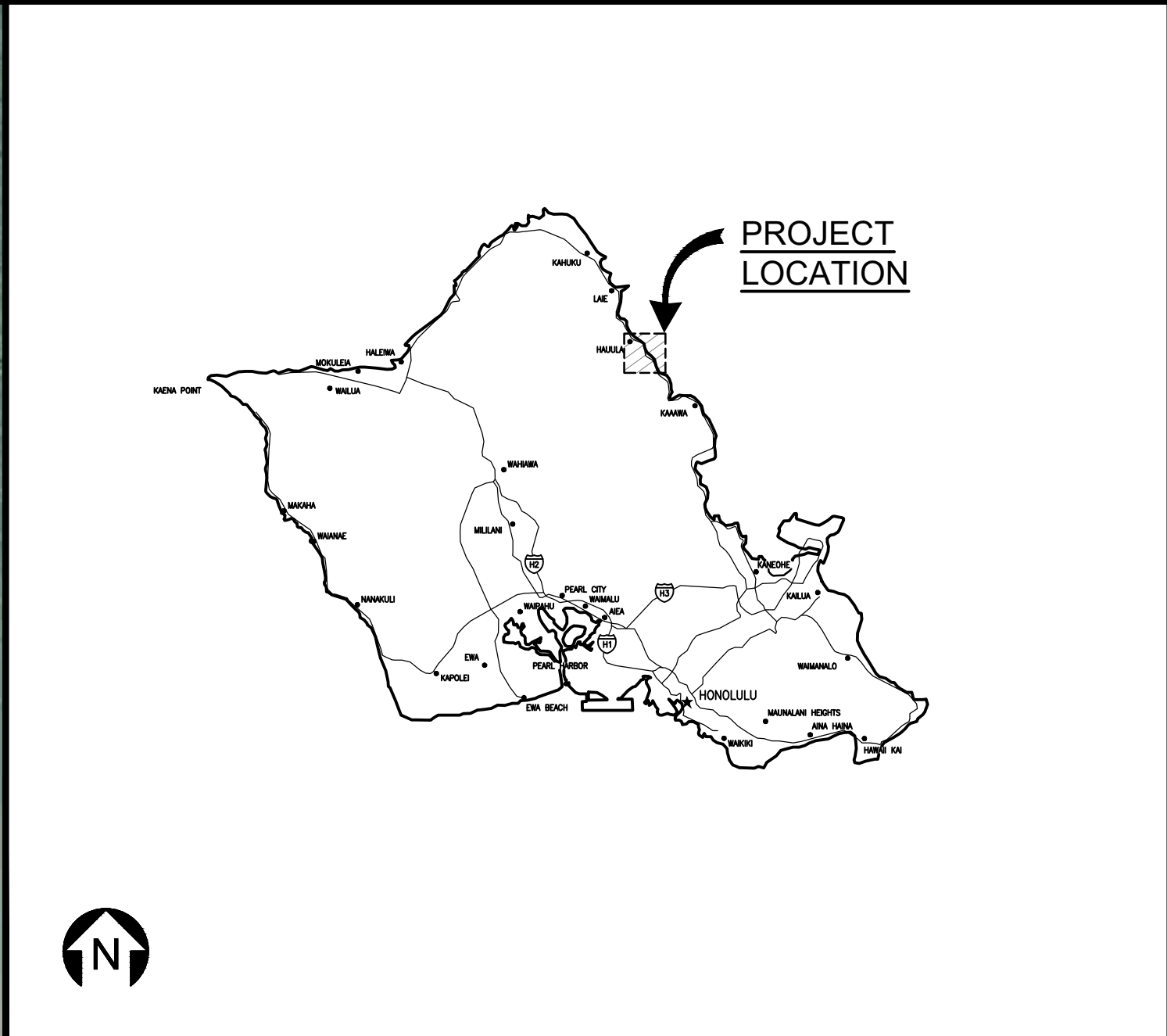
# PROPOSED 2-STORY ADDITION FOR CAROL HAINES

53-458 KAMEHAMEHA HIGHWAY, UNIT-3  
HAUULA, HAWAII 96717

T.M.K.: 5 - 3 - 005 : 070003

ZONING  
DRAWINGS

THIS WORK WAS PREPARED BY ME  
OR UNDER MY SUPERVISION AND  
CONSTRUCTION OF THIS PROJECT  
WILL BE UNDER MY OBSERVATION

GENERAL NOTES	PREPARED FOR	PROJECT DATA	SHEET INDEX																					
<ol style="list-style-type: none"> <li>THE INFORMATION CONTAINED HEREIN IS BASED UPON LIMITED FIELD INVESTIGATIONS AND AVAILABLE RECORD DRAWINGS.</li> <li>DRAWINGS ARE INTENDED TO PROVIDE A GRAPHIC ILLUSTRATION OF DESIGN CONCEPT, ONLY, AND DEPICT THE GENERAL PLACEMENT OF CERTAIN COMPONENTS IN RELATION TO EACH OTHER.</li> <li>FOR CLARITY, DETAIL DRAWINGS DO NOT SHOW ALL COMPONENTS OR ILLUSTRATE ALL FIELD CONDITIONS THAT MAY BE PRESENT.</li> <li>CONTRACTOR SHALL TAKE MEASUREMENTS AND FIELD-VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.</li> <li>ALL CONSTRUCTION SHALL CONFORM TO THE FOLLOWING BUILDING CODES: <ul style="list-style-type: none"> <li>2018 IBC</li> <li>2018 NFPA 1, UFC</li> <li>2018 UPC WITH STATE AMENDMENTS</li> <li>2021 IECC</li> <li>2020 NEC</li> <li>TITLE 11 CHAPTER 39</li> </ul> </li> </ol>	<p><u>LOCATION</u></p> <p>OWNER: CAROL HAINES ADDRESS: 53-458 KAMEHAMEHA HIGHWAY, UNIT 3 ADDRESS: PUNALUU, HAWAII 96717</p> <p>CONTACT: PERSON TITLE</p> <hr/> <p><b>PREPARED BY</b></p> <table border="0"> <tr> <td><u>STRUCTURAL ENGINEER</u></td> <td><u>ELECTRICAL ENGINEER</u></td> </tr> <tr> <td>HAWAII ENGINEERING GROUP, INC. 1088 BISHOP STREET, SUITE 2506 HONOLULU, HAWAII 96813</td> <td>HAWAII ENGINEERING GROUP, INC. 1088 BISHOP STREET, SUITE 2506 HONOLULU, HAWAII 96813</td> </tr> <tr> <td>CONTACT: ATHER DAR, S.E.</td> <td>CONTACT: KEN WELCH, E.E.</td> </tr> </table>	<u>STRUCTURAL ENGINEER</u>	<u>ELECTRICAL ENGINEER</u>	HAWAII ENGINEERING GROUP, INC. 1088 BISHOP STREET, SUITE 2506 HONOLULU, HAWAII 96813	HAWAII ENGINEERING GROUP, INC. 1088 BISHOP STREET, SUITE 2506 HONOLULU, HAWAII 96813	CONTACT: ATHER DAR, S.E.	CONTACT: KEN WELCH, E.E.	<p>TAX MAP KEY: 5 - 3 - 005: 0700003</p> <p>ZONING (LUO): R-5</p> <p>FLOOD ZONE: AE, VE</p> <p>LOT AREA: 3,997 S.F.</p> <p>BUILDING AREA (3997.00 X 50%) 1998.5 S.F.</p> <p>FLOOR AREA (3997.00 X 60%) 2398.2 S.F.</p> <p>ISA (3997.00 X 75%) 2997.75 S.F.</p> <hr/> <p>BUILDING AREA</p> <p>2-STORY HOUSE 1336 S.F.</p> <p>TOTAL BUILDING AREA 1336 S.F.</p> <p>FLOOR AREA</p> <p>FIRST FLOOR (EXIST) 678 S.F.</p> <p>SECOND FLOOR (NEW) 607 S.F.</p> <p>SECOND FLOOR LANAI 51 S.F.</p> <hr/> <p>TOTAL LIVING AREA 1336 S.F.</p> <p>TOTAL PARKING 2 STALLS</p>	<table border="1"> <thead> <tr> <th>COUNT</th> <th>SHEET No.</th> <th>SHEET DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>A001</td> <td>TITLE SHEET, GENERAL NOTES, PROJECT DATA</td> </tr> <tr> <td>2</td> <td>A001</td> <td>PLOT PLAN</td> </tr> <tr> <td>3</td> <td>A101</td> <td>FIRST AND SECOND FLOOR PLANS</td> </tr> <tr> <td>4</td> <td>A102</td> <td>EXTERIOR ELEVATIONS</td> </tr> </tbody> </table>	COUNT	SHEET No.	SHEET DESCRIPTION	1	A001	TITLE SHEET, GENERAL NOTES, PROJECT DATA	2	A001	PLOT PLAN	3	A101	FIRST AND SECOND FLOOR PLANS	4	A102	EXTERIOR ELEVATIONS
<u>STRUCTURAL ENGINEER</u>	<u>ELECTRICAL ENGINEER</u>																							
HAWAII ENGINEERING GROUP, INC. 1088 BISHOP STREET, SUITE 2506 HONOLULU, HAWAII 96813	HAWAII ENGINEERING GROUP, INC. 1088 BISHOP STREET, SUITE 2506 HONOLULU, HAWAII 96813																							
CONTACT: ATHER DAR, S.E.	CONTACT: KEN WELCH, E.E.																							
COUNT	SHEET No.	SHEET DESCRIPTION																						
1	A001	TITLE SHEET, GENERAL NOTES, PROJECT DATA																						
2	A001	PLOT PLAN																						
3	A101	FIRST AND SECOND FLOOR PLANS																						
4	A102	EXTERIOR ELEVATIONS																						
VICINITY MAP	LOCATION MAP																							
																								

PROJECT  
CAROL HAINES RESIDENCE  
53-458 UNIT 3, KAMEHAMEHA HIGHWAY  
HAUULA, HI 96717

T.M.K. : 5-3-005:070-03

SHEET TITLE  
TITLE SHEET

ISSUANCE/REVISIONS

Date 09/xx/2024

Scale AS NOTED

Drawn By HD

Design By RI

Checked By RI

Job 24-116

Sheet  
**001**  
1 Of - Sheets



**ZONING  
DRAWINGS**

**PROJECT**  
CAROL HAINES RESIDENCE

53-458 UNIT 3, KAMEHAMEHA HIGHWAY  
HAUULA, HI 96717

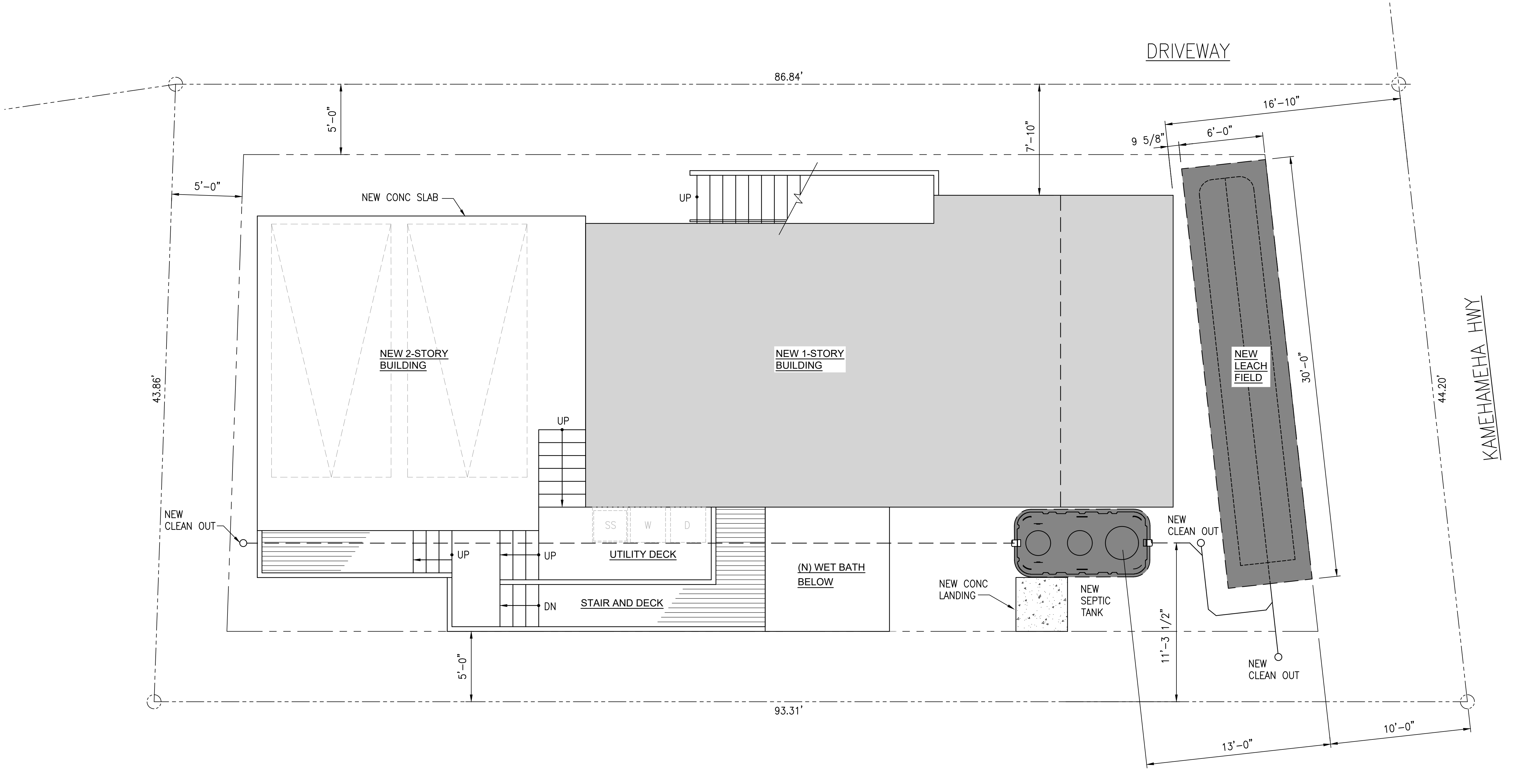
T.M.K. : 5-3-005:070-03

**SHEET TITLE**  
PLOT PLAN

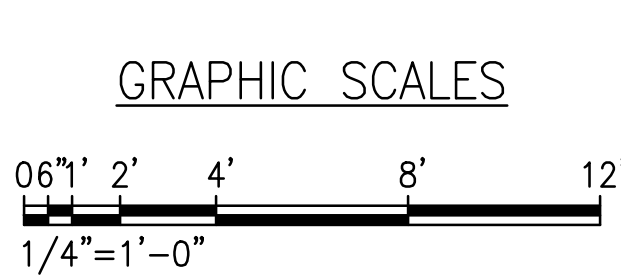
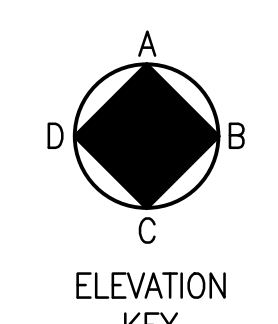
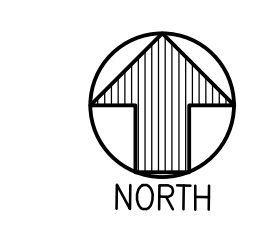
**ISSUANCE/REVISIONS**

Date	09/xx/2024
Scale	AS NOTED
Drawn By	HD
Design By	RI
Checked By	RI
Job	24-116

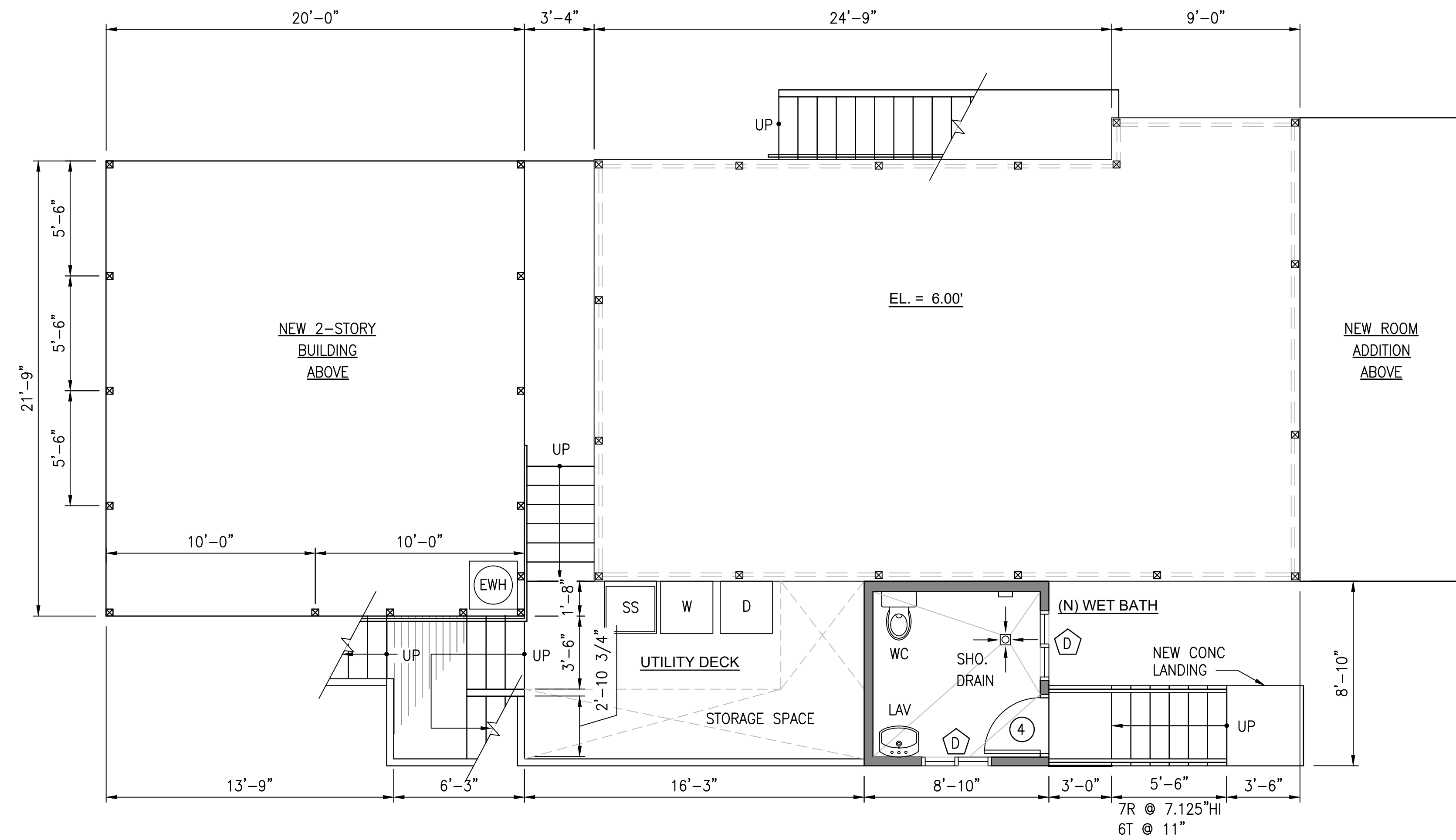
Sheet  
**A001**  
Of - Sheets



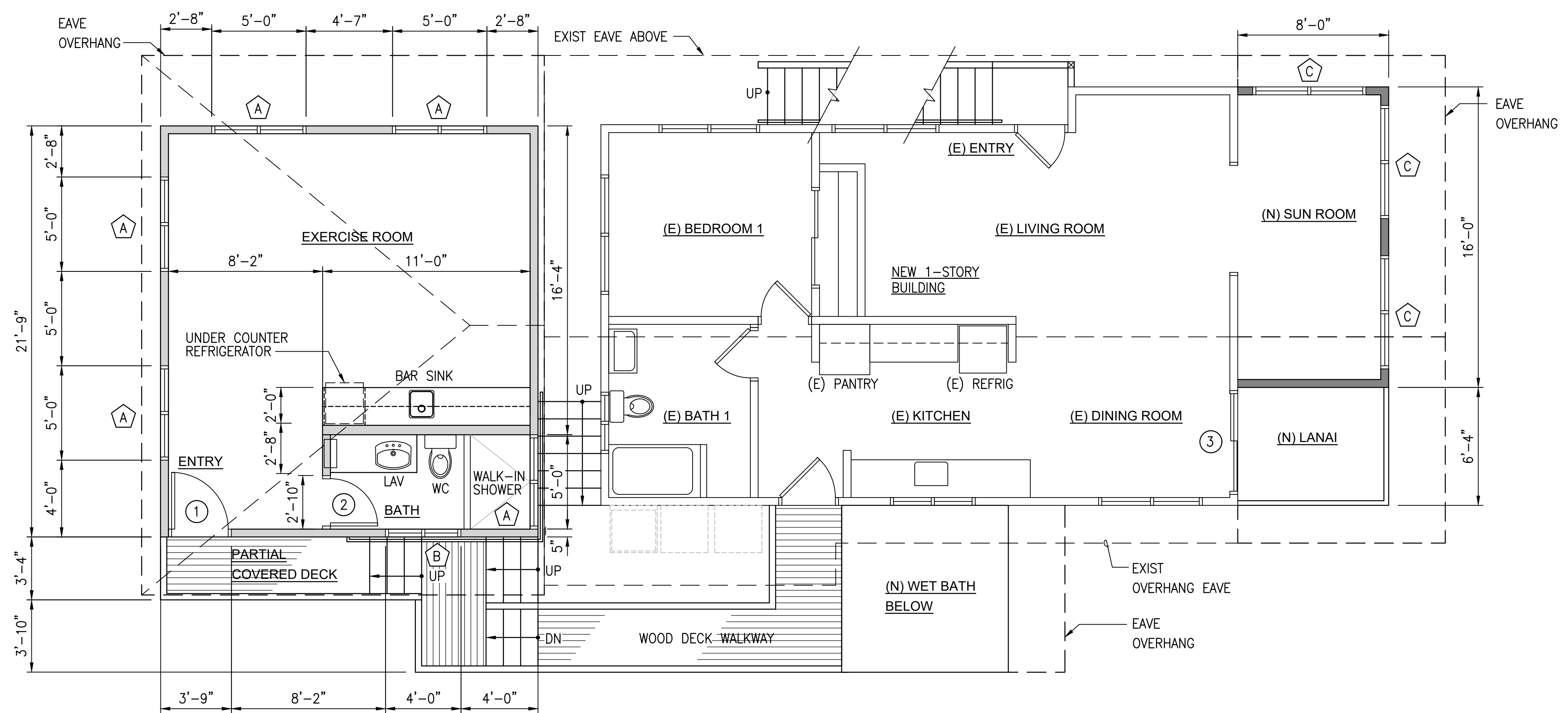
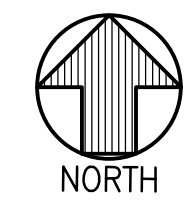
**1**  
**A001** **PLOT PLAN**  
SCALE: 1/4" = 1'-0"



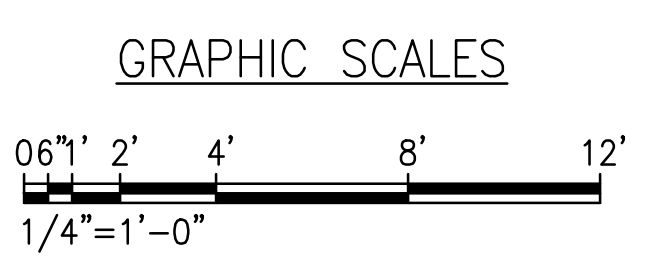
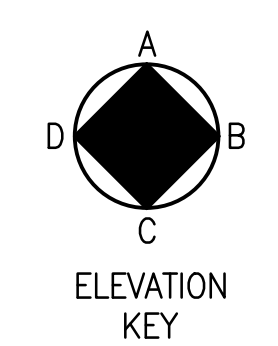
C:\Users\helen\OneDrive\Project Data - 2024\Projects\24-116\Kahena Wai Estates\_Unit 3\Drawings\Architectural\A\_SHEETS - GEN PLAN ELEV.dwg, 10/10/2024, 10:52:55 AM, ARCH full bleed D (24.00 x 36.00 inches), 1:1



1 FIRST FLOOR PLAN  
A101 SCALE: 1/4"=1'-0"



2 SECOND FLOOR PLAN  
A101 SCALE: 1/4"=1'-0"



ZONING DRAWINGS

PROJECT  
CAROL HAINES RESIDENCE

53-458 UNIT 3, KAMEHAMEHA HIGHWAY  
HAUULA, HI 96717

T.M.K. : 5-3-005:070-03

SHEET TITLE  
FLOOR PLAN

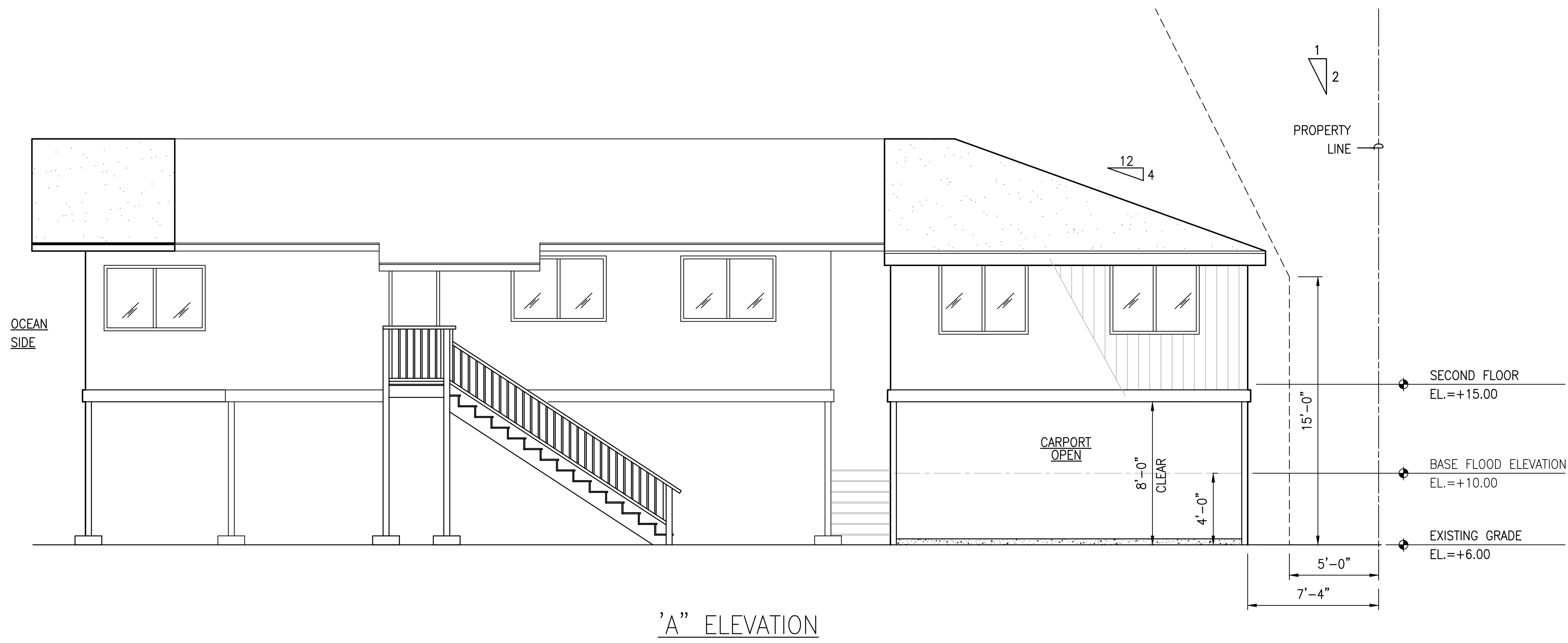
ISSUANCE/REVISIONS

Date 09/xx/2024  
Scale AS NOTED  
Drawn By HD  
Design By RI  
Checked By RI  
Job 24-116

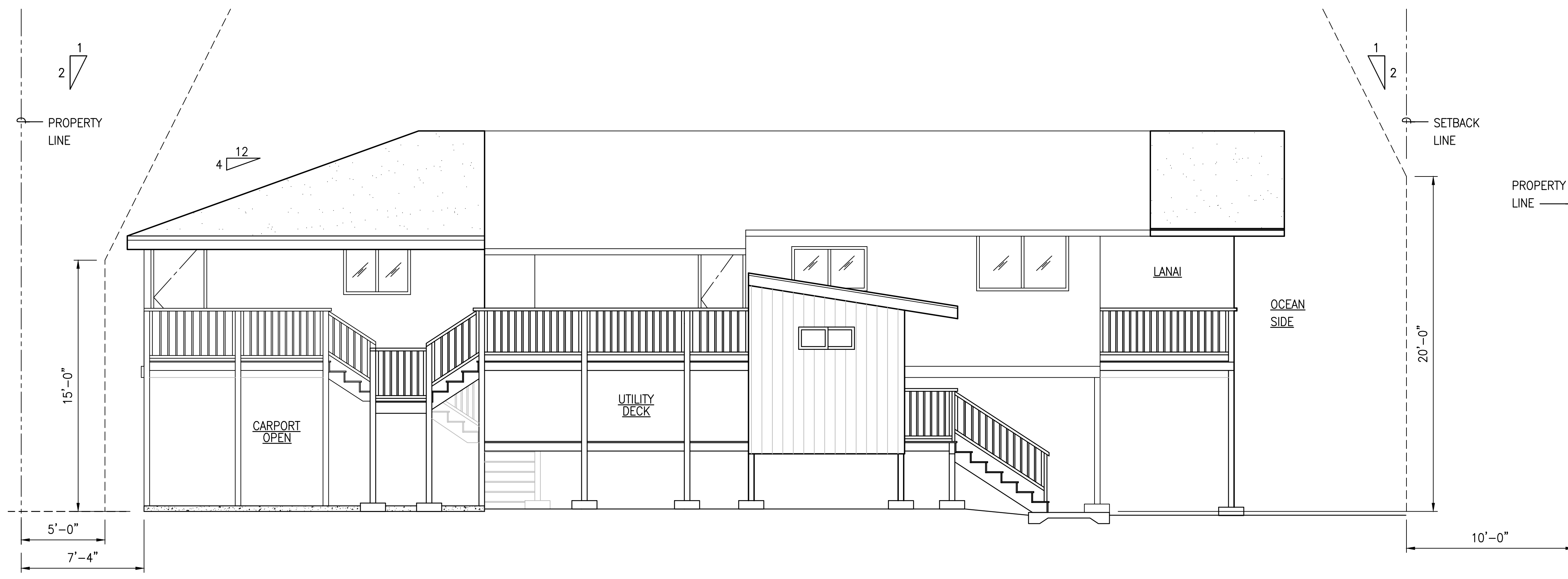
Sheet  
A101  
Of - Sheets

C:\Users\helen\OneDrive\Project Data - 2024\Projects\24-116 Kamehameha Highway\A SHEETS - GEN PLAN ELEV.dwg, 10/10/2024 10:41:00 AM, ARCH full bleed D (24.00 x 36.00 inches), 1:1



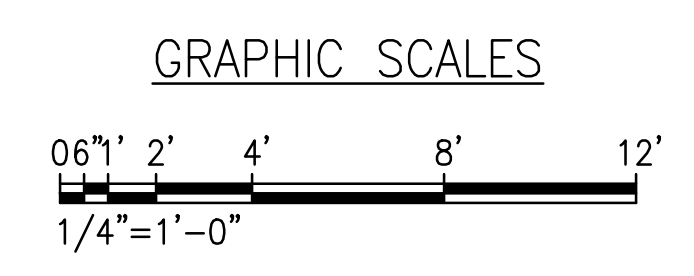


'A' ELEVATION



'C' ELEVATION

1 EXTERIOR ELEVATION  
A102 SCALE: 1/4" = 1'-0"



ZONING DRAWINGS

PROJECT CAROL HAINES RESIDENCE

53-458 UNIT 3, KAMEHAMEHA HIGHWAY  
HAUULA, HI 96717

T.M.K. : 5-3-005:070-03

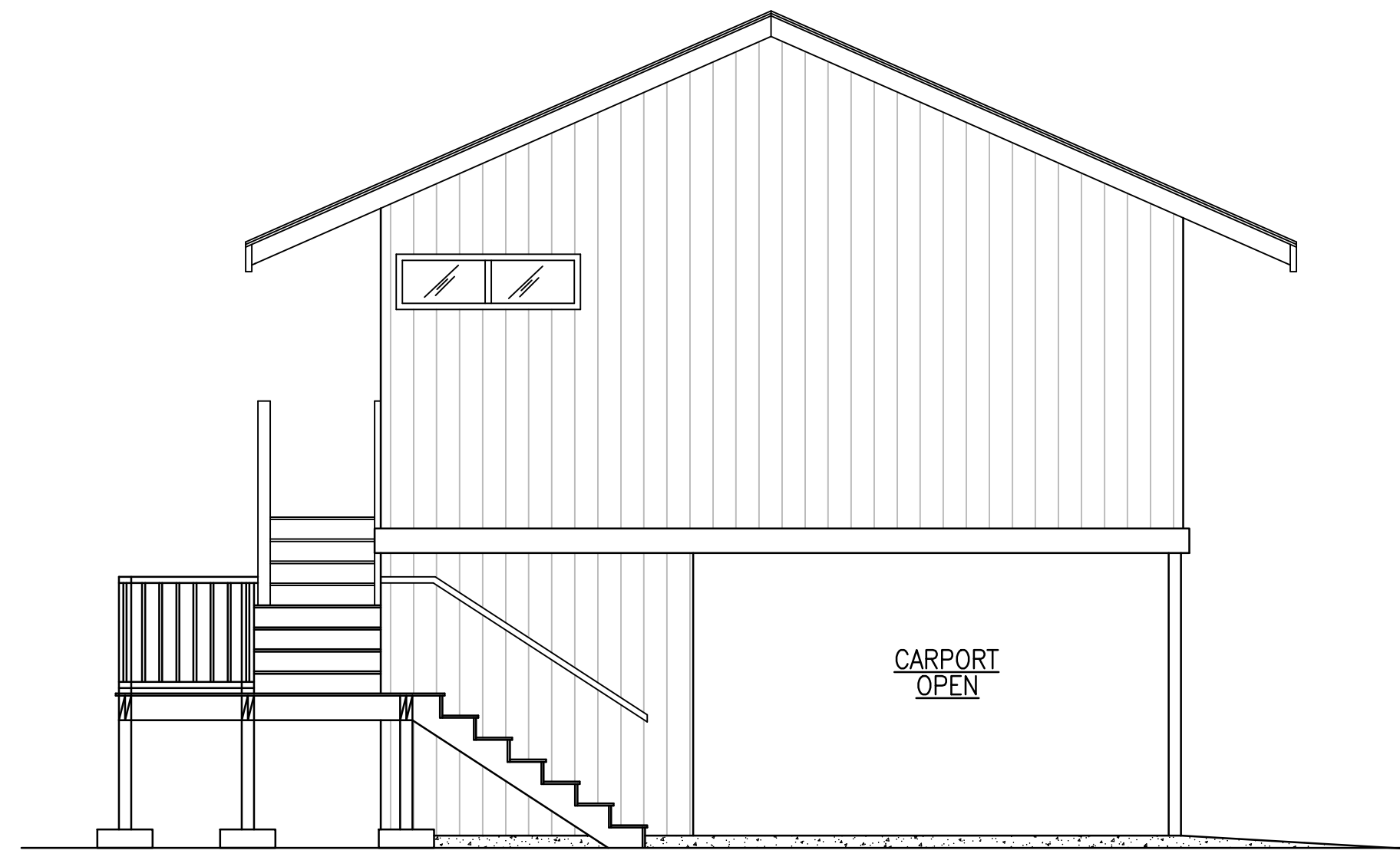
SHEET TITLE EXTERIOR ELEVATIONS

ISSUANCE/REVISIONS

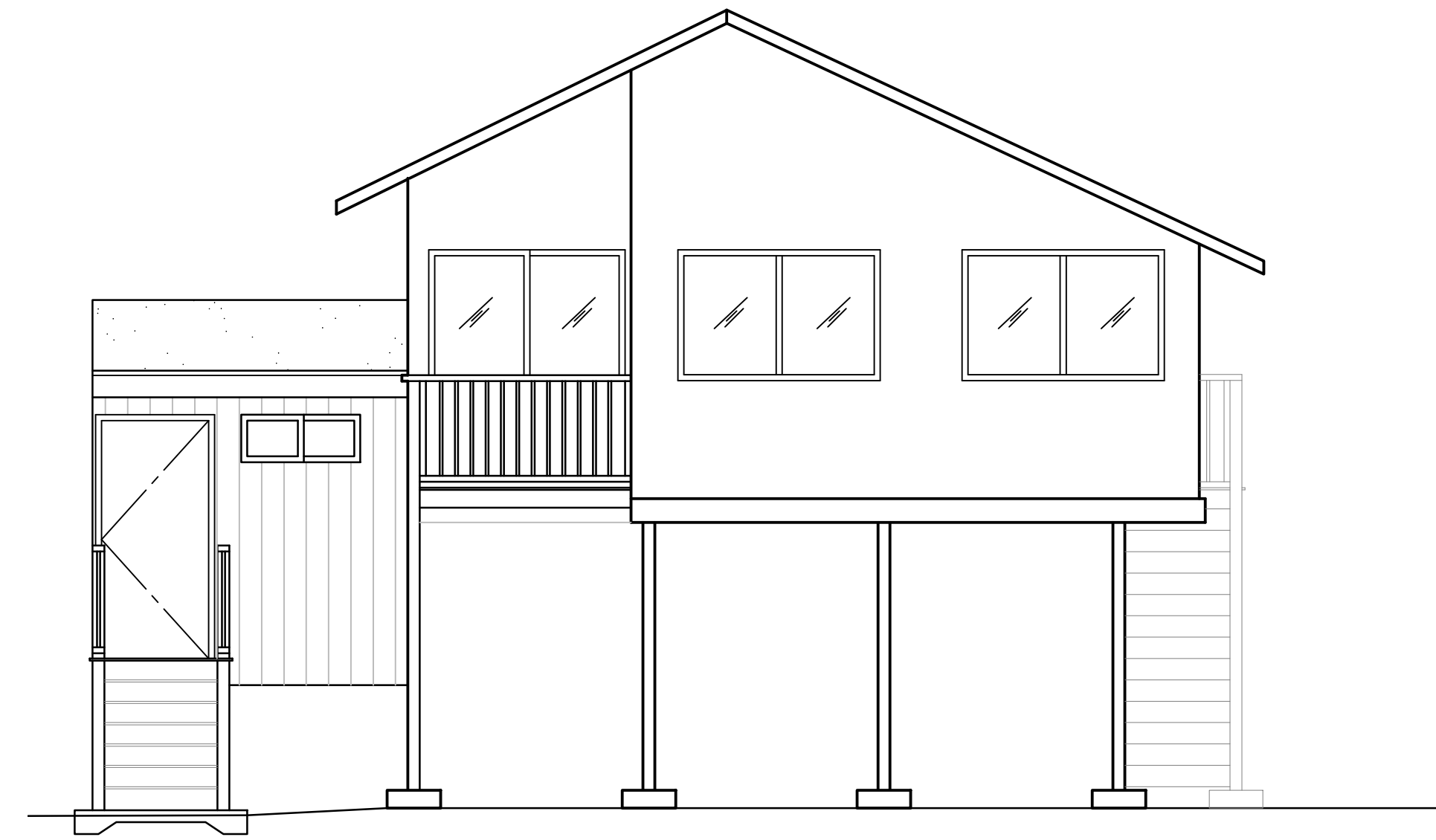
Date	09/xx/2024
Scale	AS NOTED
Drawn By	HD
Design By	RI
Checked By	RI
Job	24-116

Sheet A102  
YY Of - Sheets

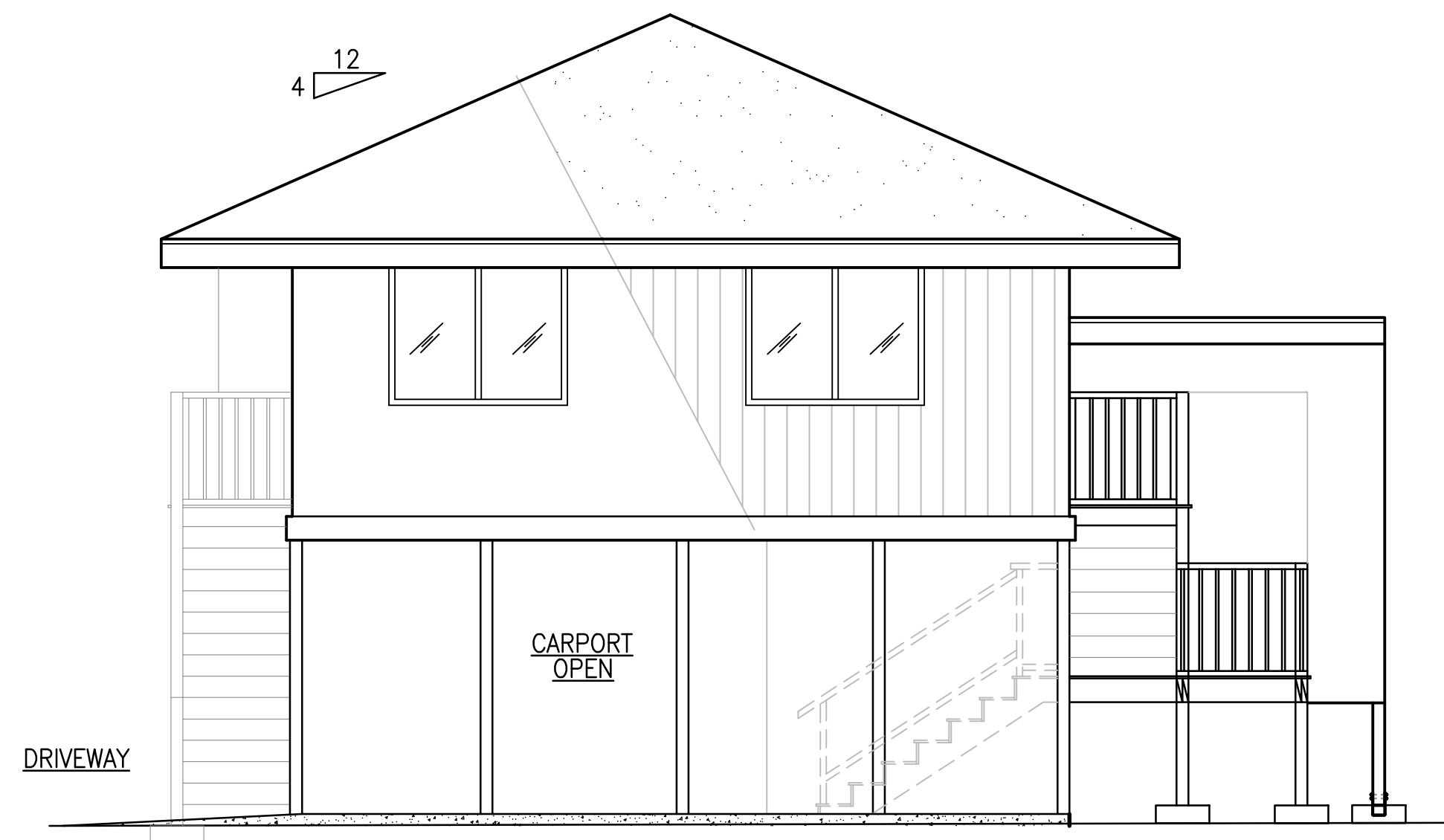
C:\Users\jleindemeter\OneDrive\Project Data - 2024\Projects\24-116\_Kahana Wai Estates\_Unit 3\Drawings\Architectural\A SHEETS - GEN PLAN ELEV.dwg, 10/10/2024 8:52:37 AM, ARCH full bleed D (24.00 x 36.00 inches), 1:1



'B' ELEVATION

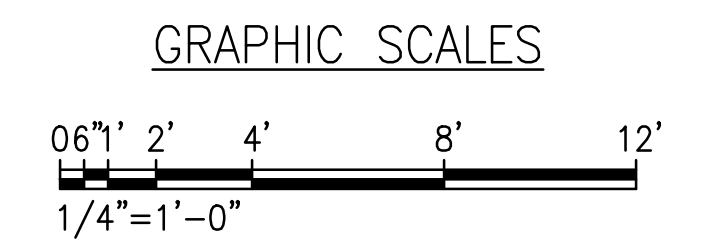


'B-1' ELEVATION



'D' ELEVATION

1 EXTERIOR ELEVATION  
A103 SCALE: 1/4" = 1'-0"



ZONING  
DRAWINGS

PROJECT  
CAROL HAINES RESIDENCE

53-458 UNIT 3, KAMEHAMEHA HIGHWAY  
HAUULA, HI 96717

T.M.K. : 5-3-005:070-03

SHEET TITLE  
EXTERIOR ELEVATIONS

ISSUANCE/REVISIONS

Date 09/xx/2024  
Scale AS NOTED  
Drawn By HD  
Design By RI  
Checked By RI  
Job 24-116

Sheet  
A103  
YY Of - Sheets

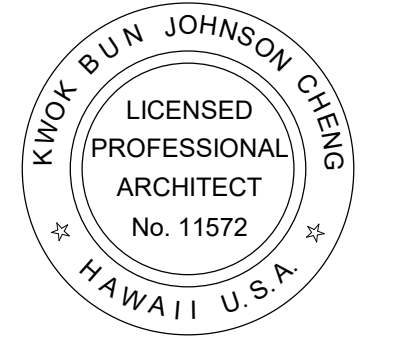
C:\Users\helen\OneDrive\Project Data - 2024\Projects\24-116\_Kahena Wai Estates\_Unit 3\Drawings\Architectural\A SHEETS - GEN PLAN ELEV.dwg, 10/10/2024 9:55:57 AM, ARCH full bleed D (24.00 x 36.00 inches), 1:1



**Unit #4**

# NEW SINGLE FAMILY DWELLING

53-424 KAMEHAMEHA HIGHWAY #4  
HAUULA, HAWAII 96717  
TMK: 5-3-005:070



This work was prepared by me or under my supervision and construction of this project will be under my observation. (Observation of construction as defined in the current Hawaii Administrative Rules "Professional Engineers, Architects, Surveyors and Landscape Architects.")

*Knox Bun Johnson Cheng*  
Expiration Date 04/30/24 05/15/2022

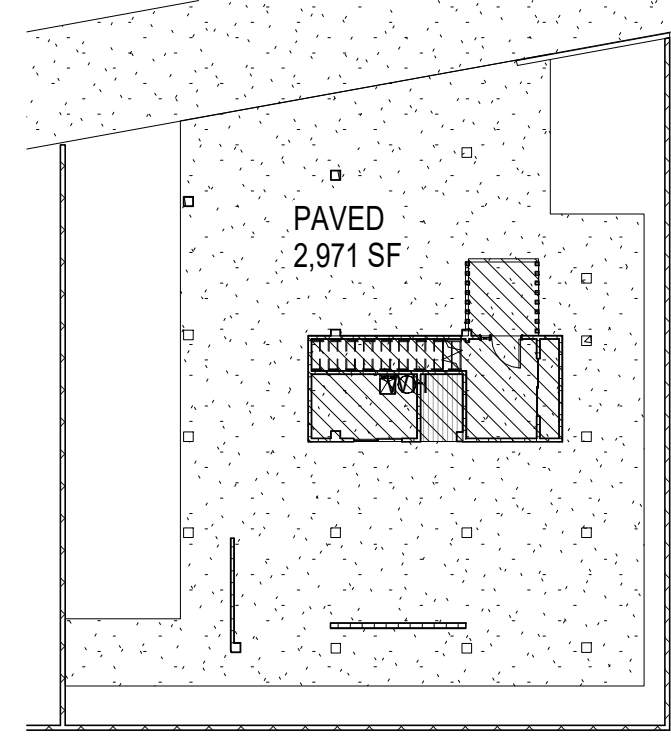
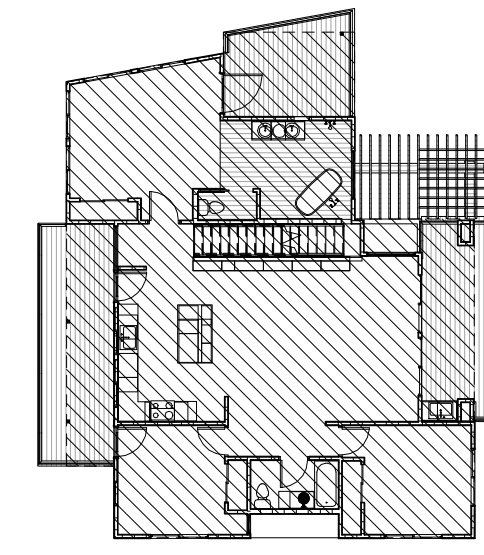
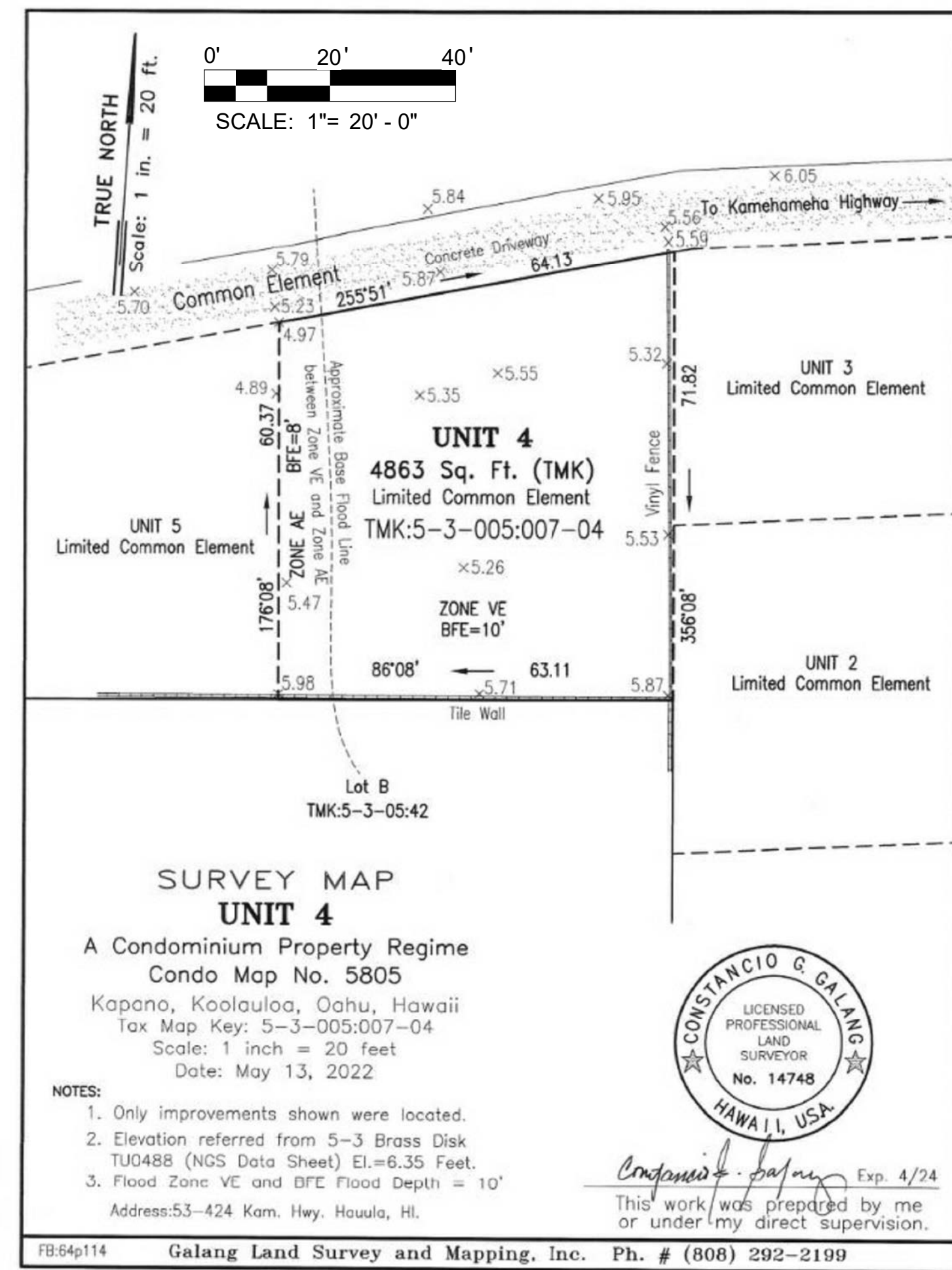
Contractor shall carefully verify all dimensions, materials, existing site conditions and field measurements, study and compare the construction documents and notify the Architect of any discrepancy, inconsistency or omission he may discover before proceeding with the work. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for the coordinating and the supervision of all construction work under the contract. All work shall be performed in conformance with all applicable provisions of the Uniform Building Code and all governmental regulations.

REVISION		
REV	DATE	DESCRIPTION

	Project:	NEW SINGLE FAMILY DWELLING 53-424 KAMEHAMEHA HIGHWAY #4 HAUULA, HAWAII 96717 5-3-005:070
	Description:	TITLE SHEET

DATE	05/15/2022
JOB NO.	53-424 KAM
DRAWN BY	JC
DESIGNED BY	JC

SHEET NUMBER
<b>A01</b>
1 OF SHEETS



**PROJECT DATA**

**PROJECT SCOPE:**  
CONSTRUCT NEW SINGLE FAMILY DWELLING

**ADDRESS:** 53-424 KAMEHAMEHA HIGHWAY #4

**LUO DATA:**  
TMK: 5-3-005:070 CPR LOT #4  
LOT AREA: 211,397 SF (LOT #4: 4,171 SF)  
ZONING: R-5 / AG-2

MAXIMUM BUILDING AREA ALLOWED(50%) LOT #4: 2,085.5 SF

**BUILDING AREA:**  
SINGLE FAMILY DWELLING 2071.18 SF

**FLOOR AREA:**  
SINGLE FAMILY DWELLING 350.00 SF (LOWER)  
TOTAL 1,874.73 SF (MAIN)  
2,124.73 SF 0.51 < 0.6 FAR

NO ADDITIONAL REQUIREMENT PER BILL 57 / ORD 20-43.

**BATHROOM COUNTS**  
SINGLE FAMILY DWELLING 2 BATH  
MAX ALLOW PER BILL 57 / ORD 20-43 4 BATH PER UNIT

	REQUIRED	PROVIDED
PARKING FOR 2,124.73 SF	2	3 COVERED
PARKING PER BILL 2 / ORD 20-41		
PAVED AREA	2,971 SF	(3,128 SF MAX=75% OF LOT SIZE)

INDEX TO DRAWINGS	
A01	TITLE SHEET
A02	PROJECT INFO, PLANS
A03	ELEVATIONS, SECTION

**KNOK BUN JOHNSON CHENG**  
LICENSED PROFESSIONAL ARCHITECT  
No. 11572  
HAWAII U.S.A.

This work was prepared by me or under my supervision and construction of this project will be under my observation. (Observation of construction as defined in the current Hawaii Administrative Rules "Professional Engineers, Architects, Surveyors and Landscape Architects.")

*Knok Bun Johnson Cheng*  
Expiration Date 04/30/24 05/15/2022

Contractor shall carefully verify all dimensions, materials, existing site conditions and field measurements, study and compare the construction documents and notify the Architect of any discrepancy, inconsistency or omission he may discover before proceeding with the work. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for the coordinating and the supervision of all construction work under the contract. All work shall be performed in accordance with all applicable provisions of the Uniform Building Code and all governmental regulations.

REVISION		
REV	DATE	DESCRIPTION

**KBJCHENG**  
Architecture and Planning

Project: NEW SINGLE FAMILY DWELLING  
53-424 KAMEHAMEHA HIGHWAY #4  
HAULUA, HAWAII 96717  
5-3-005:070

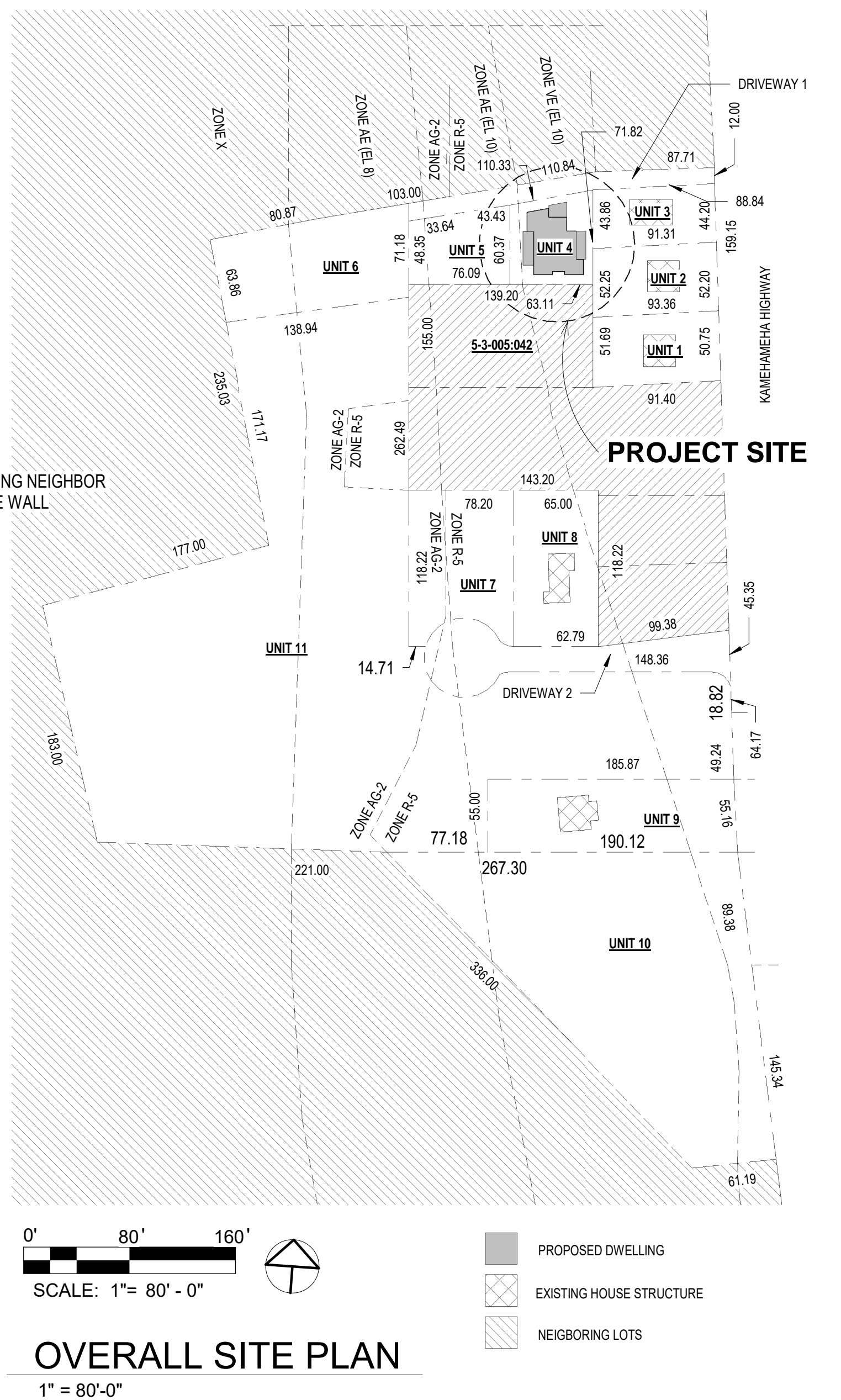
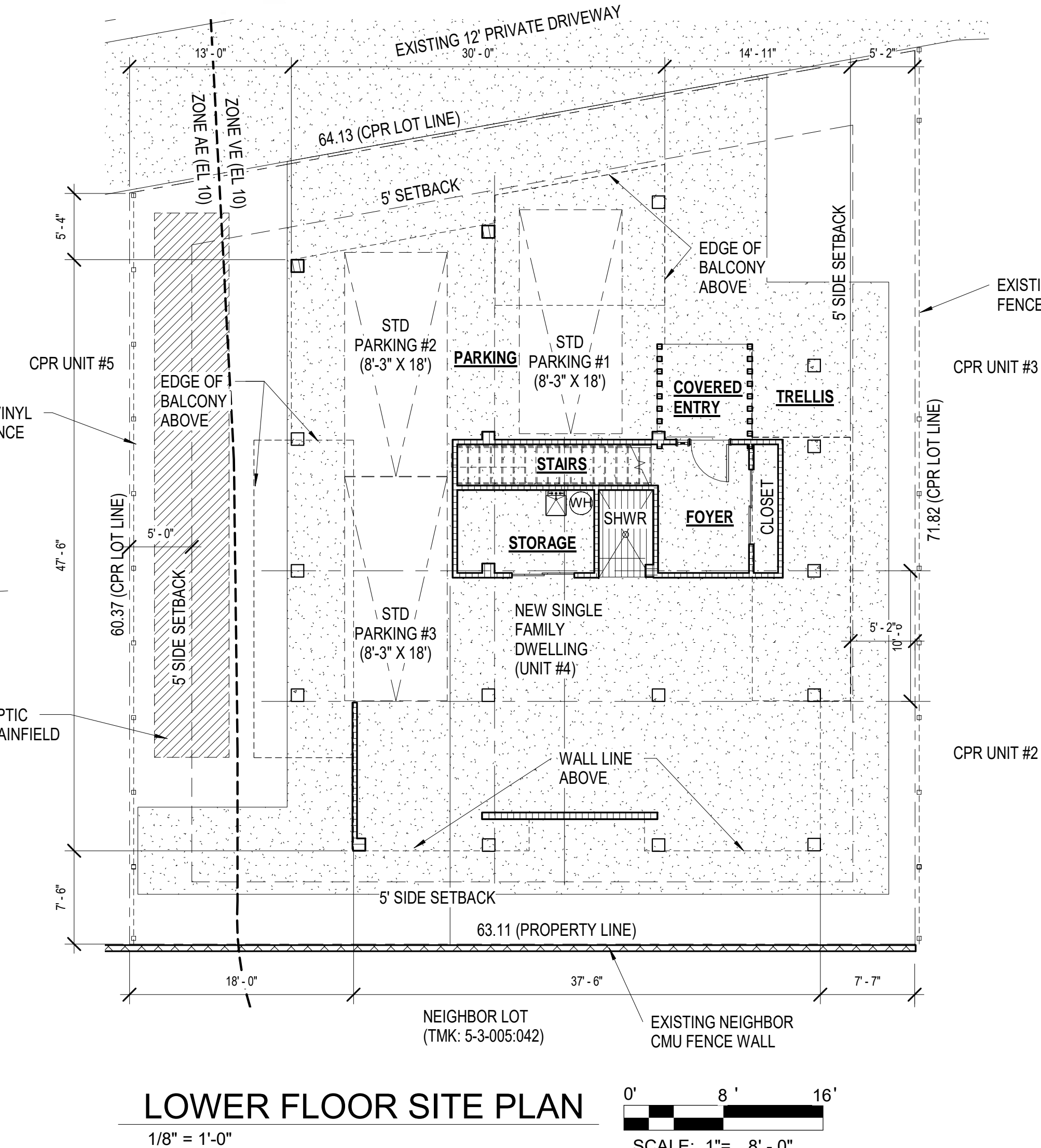
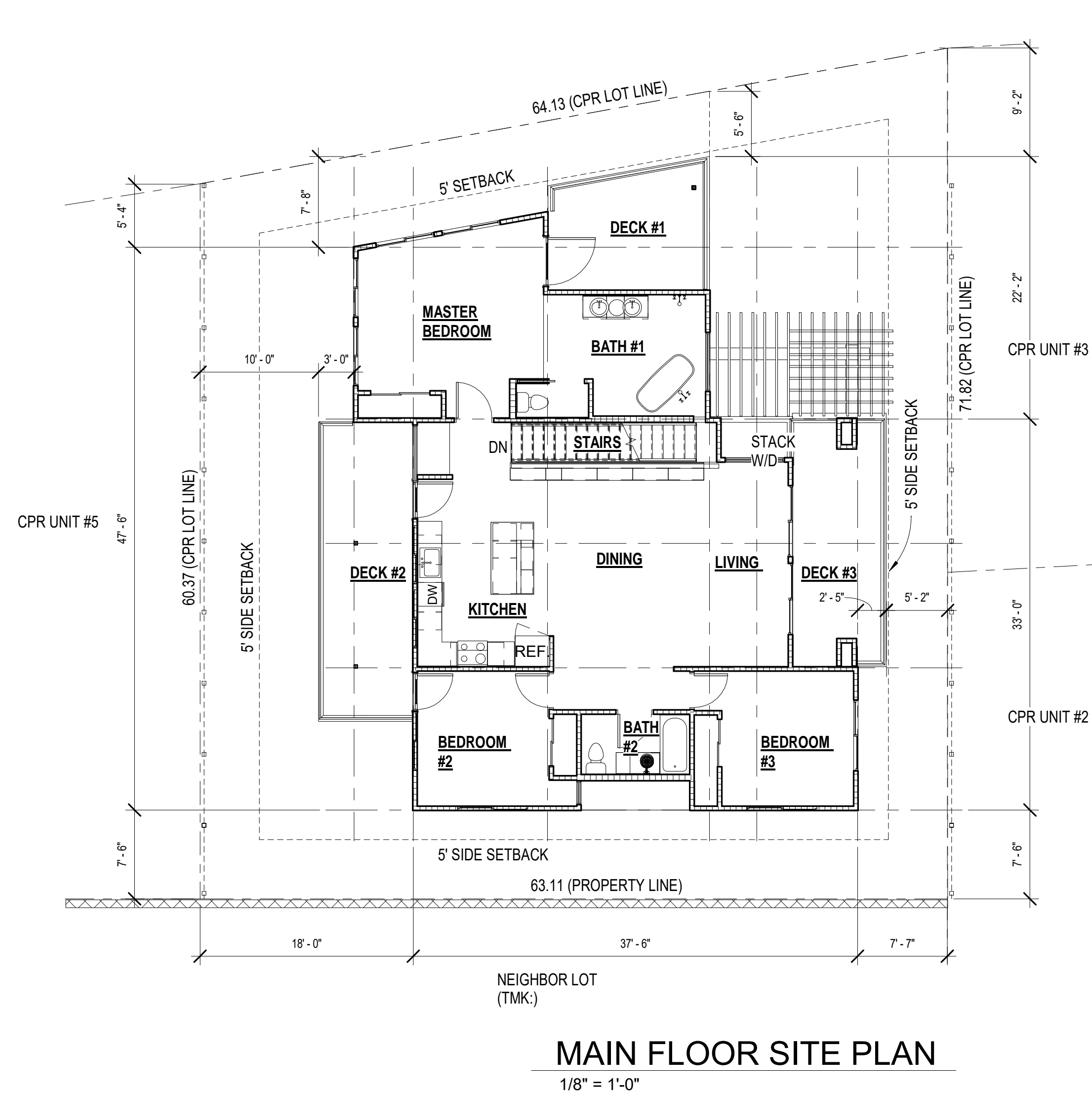
Description: PROJECT INFO, PLANS

DATE	05/15/22
JOB NO.	53-424 KAM
DRAWN BY	JC
DESIGNED BY	JC

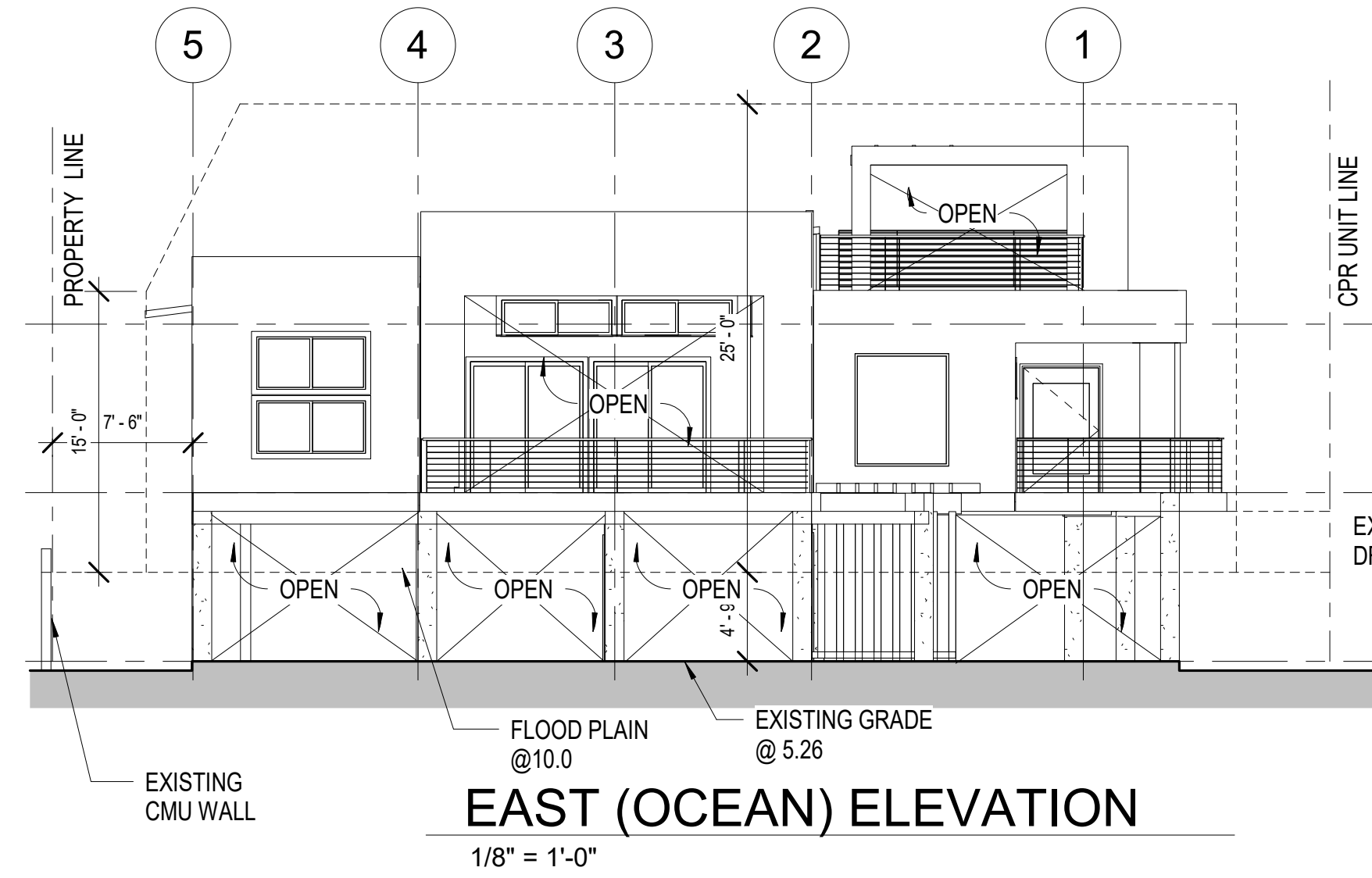
SHEET NUMBER

**A02**

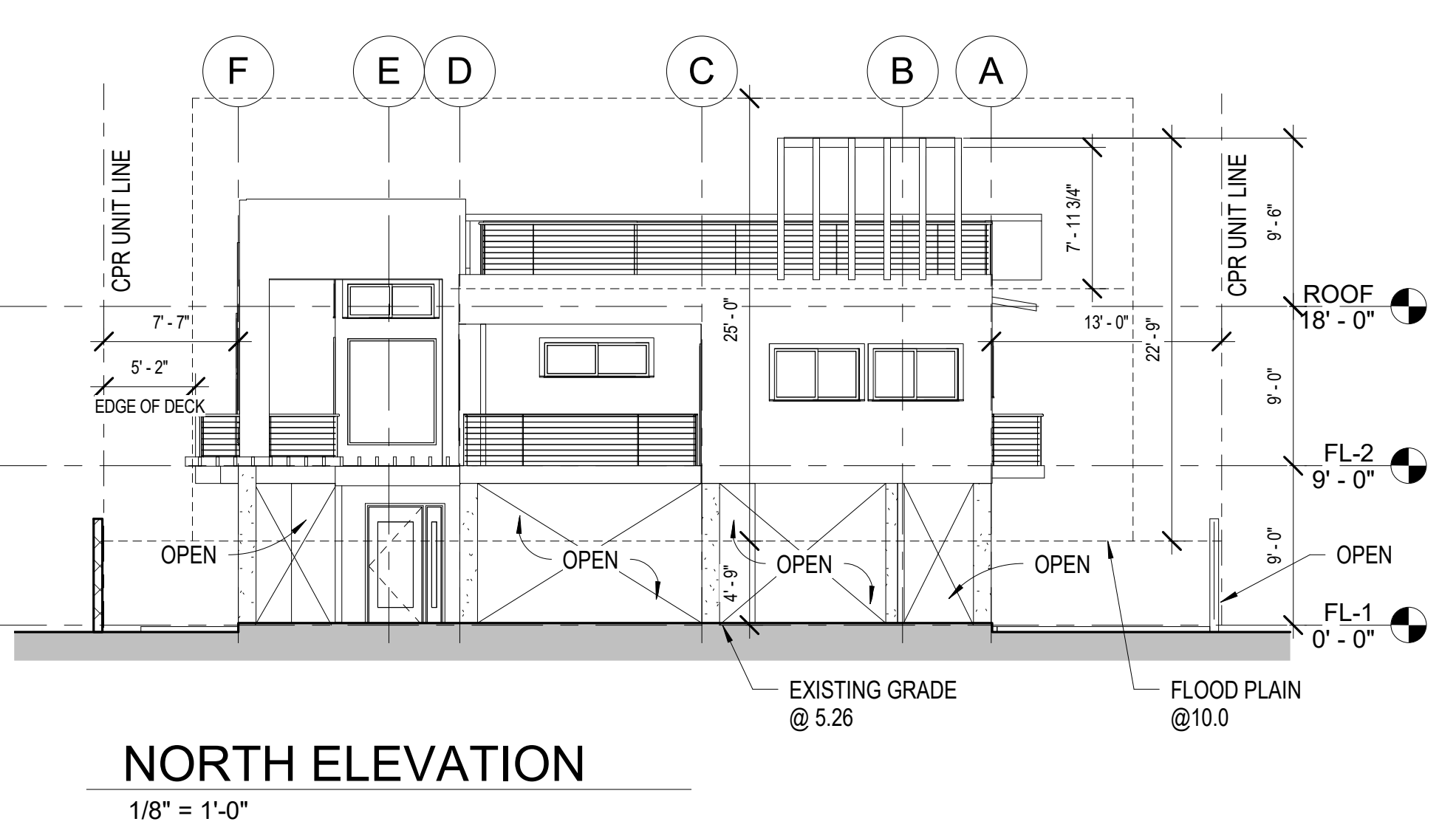
OF SHEETS



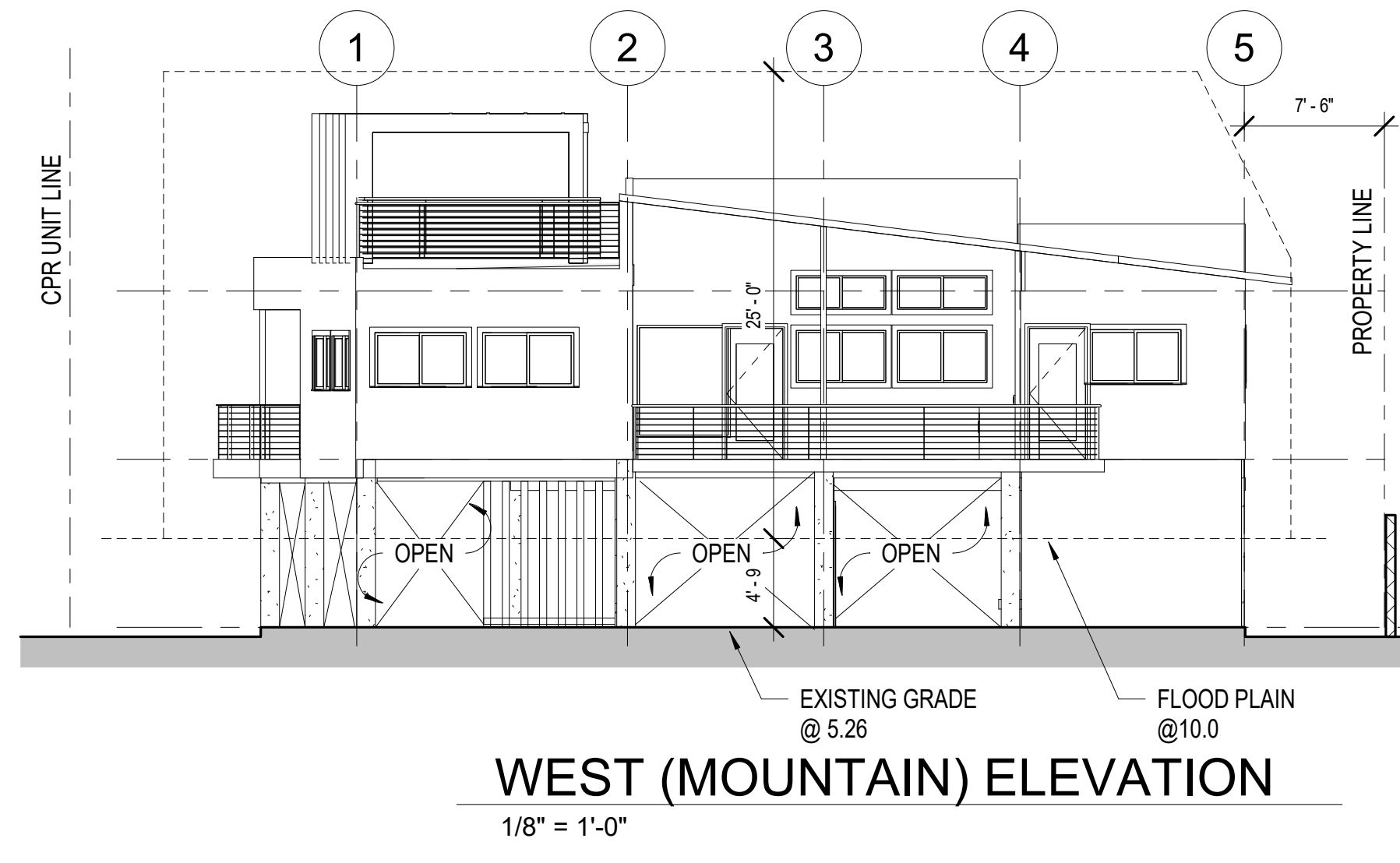




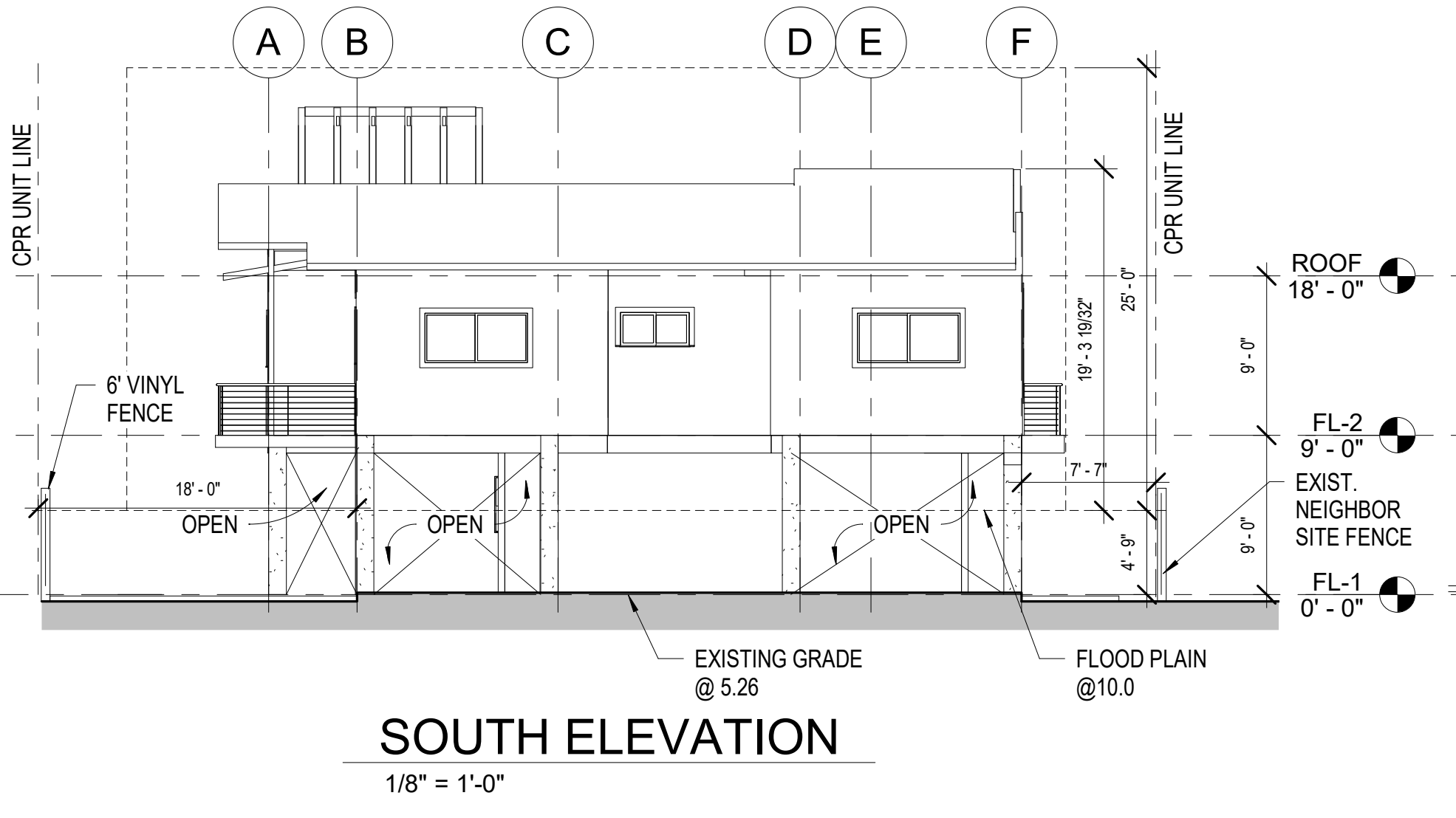
**EAST (OCEAN) ELEVATION**  
1/8" = 1'-0"



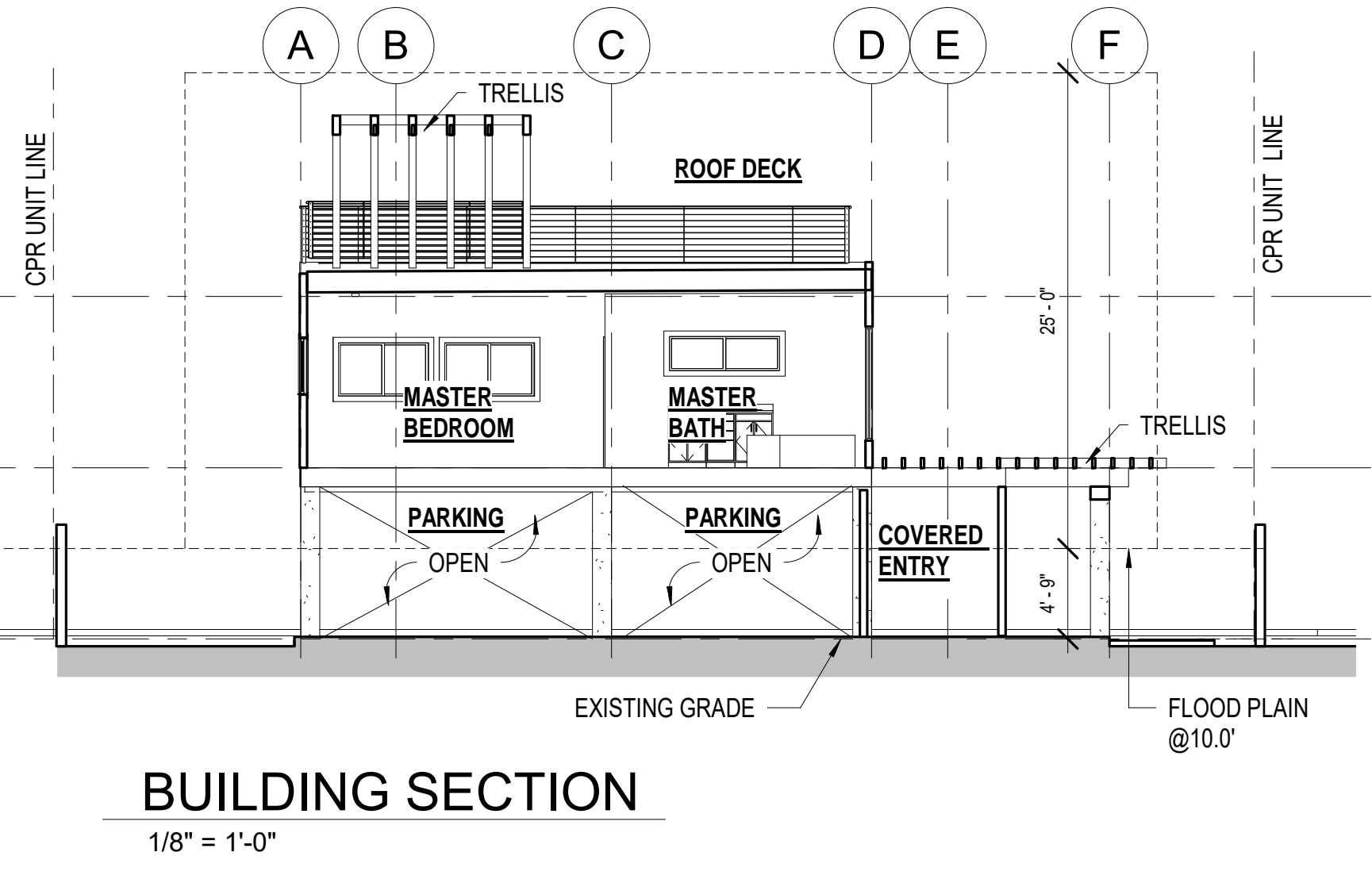
**NORTH ELEVATION**  
1/8" = 1'-0"



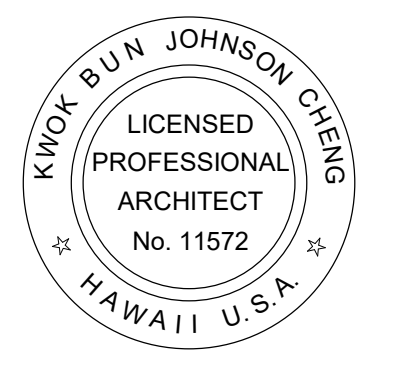

**WEST (MOUNTAIN) ELEVATION**  
1/8" = 1'-0"



**SOUTH ELEVATION**  
1/8" = 1'-0"




**BUILDING SECTION**  
1/8" = 1'-0"

  
 This work was prepared by me or under my supervision and construction of this project will be under my observation. (Observation of construction as defined in the current Hawaii Administrative Rules "Professional Engineers, Architects, Surveyors and Landscape Architects.")  
  
 Expiration Date 04/30/24 05/15/2022

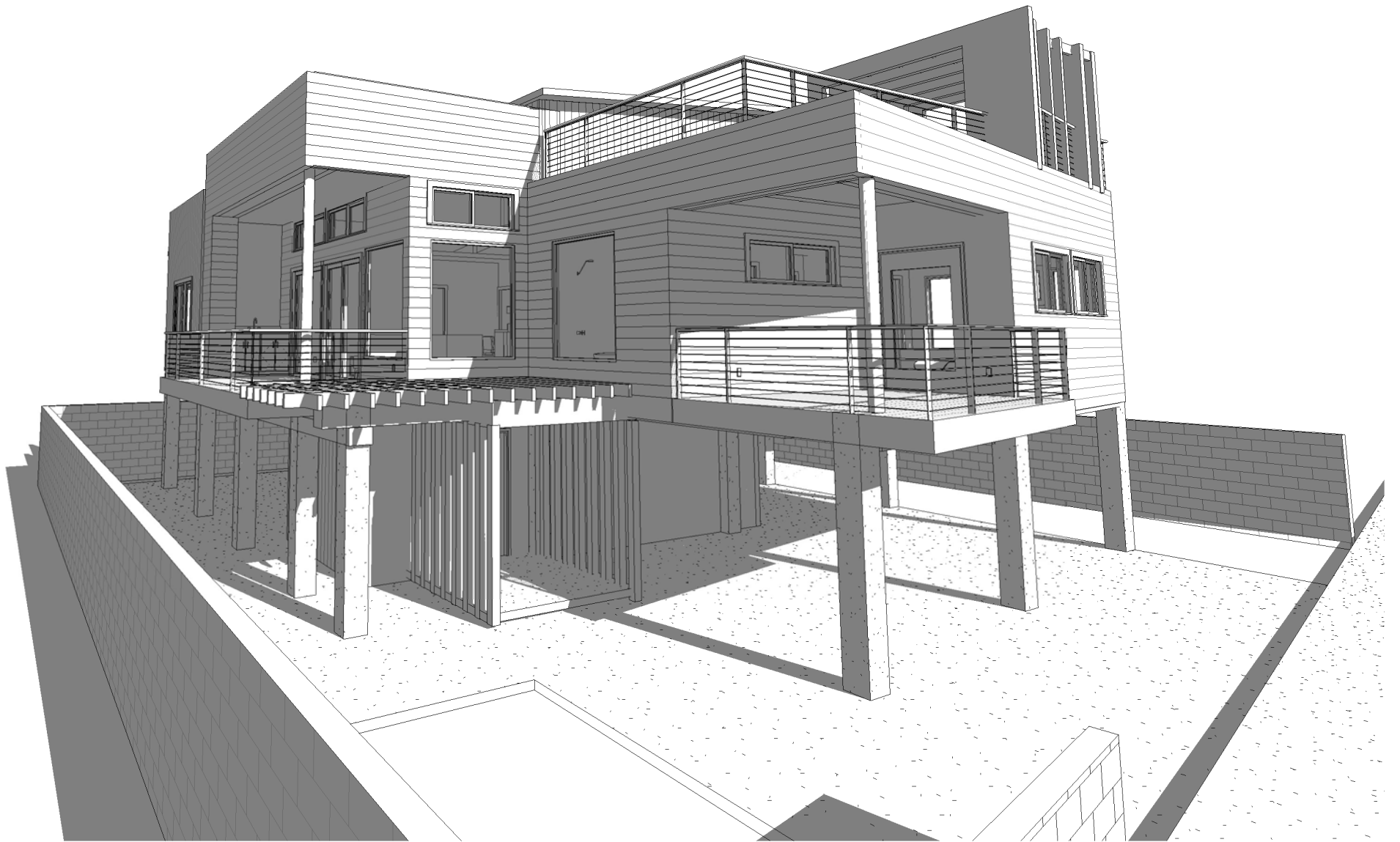
Contractor shall carefully verify all dimensions, materials, existing site conditions and field measurements, study and compare the construction documents and notify the Architect of any discrepancy, inconsistency or omission he may discover before proceeding with the work. Contractor shall be solely responsible for all construction means, methods, techniques, equipment and procedures and for the coordinating and the supervision of all construction work under the contract. All work shall be performed in accordance with all applicable provisions of the Uniform Building Code and all governmental regulations.

REVISION		
REV	DATE	DESCRIPTION

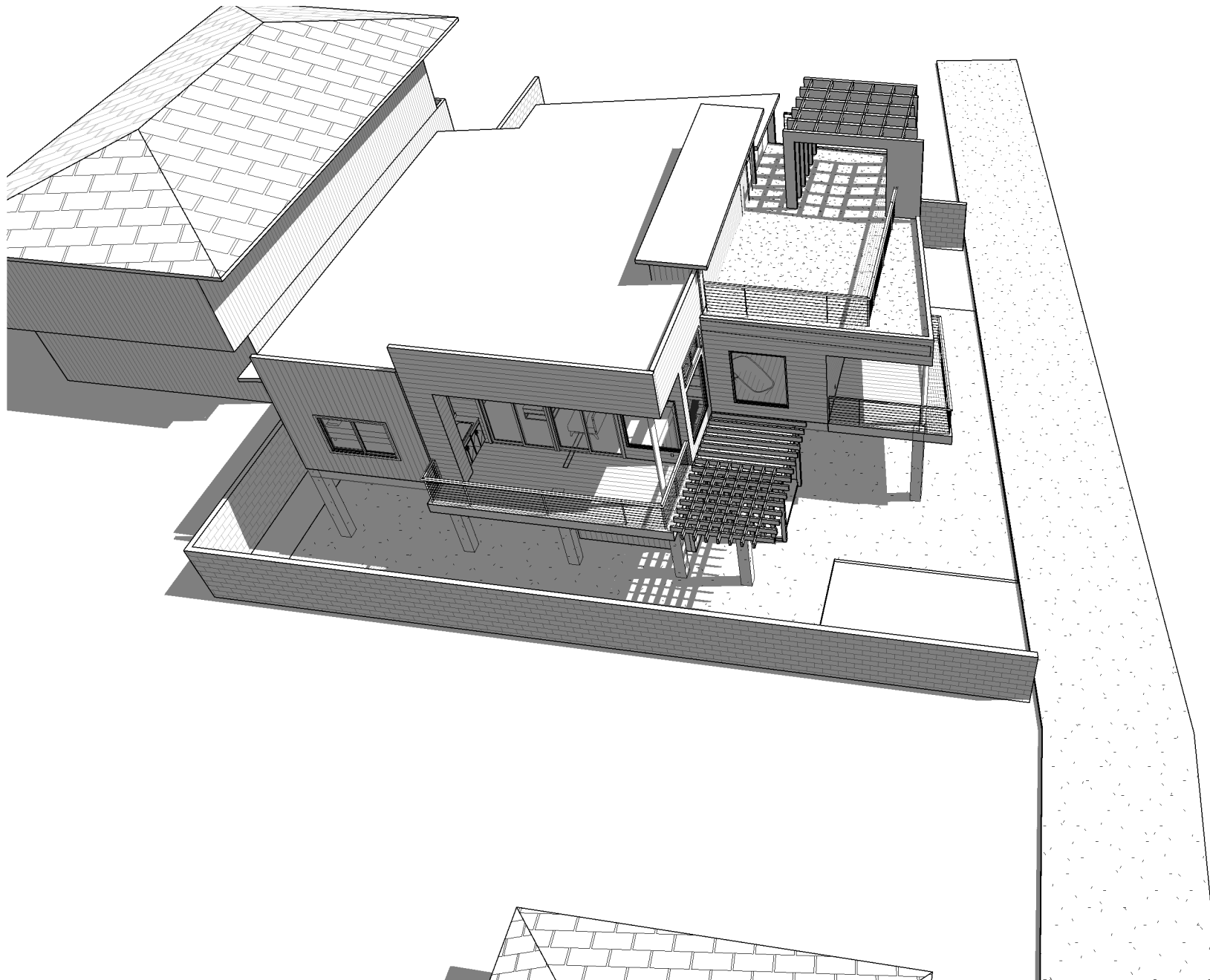
  
**KBJCHENG**  
 Architecture and Planning  
 Project: NEW SINGLE FAMILY DWELLING  
 53-424 KAMEHAMEHA HIGHWAY #4  
 HALULU, HAWAII 96717  
 5-3-005.070  
 Description: ELEVATIONS, SECTION

DATE	05/16/22
JOB NO.	53-424 KAM
DRAWN BY	Author
DESIGNED BY	Designer

SHEET NUMBER  
**A03**  
 OF SHEETS

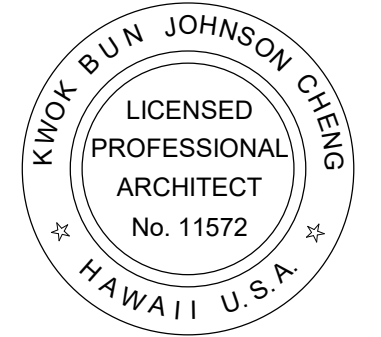






# NEW SINGLE FAMILY DWELLING

53-424 KAMEHAMEHA HIGHWAY #4  
HAUULA, HAWAII 96717  
TMK: 5-3-005:070



This work was prepared by me or under my supervision and construction of this project will be under my observation. (Observation of construction as defined in the current Hawaii Administrative Rules "Professional Engineers, Architects, Surveyors and Landscape Architects".)

*Knox Bun Johnson Cheng*

Expiration Date 04/30/24 05/15/2022

Contractor shall carefully verify all dimensions, materials, existing site conditions and field measurements, study and compare the construction documents and notify the Architect of any discrepancy, inconsistency or omission he may discover before proceeding with the work. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for the coordinating and the supervision of all construction work under the contract. All work shall be performed in conformance with all applicable provisions of the Uniform Building Code and all governmental regulations.

#### REVISION

REV	DATE	DESCRIPTION
-----	------	-------------

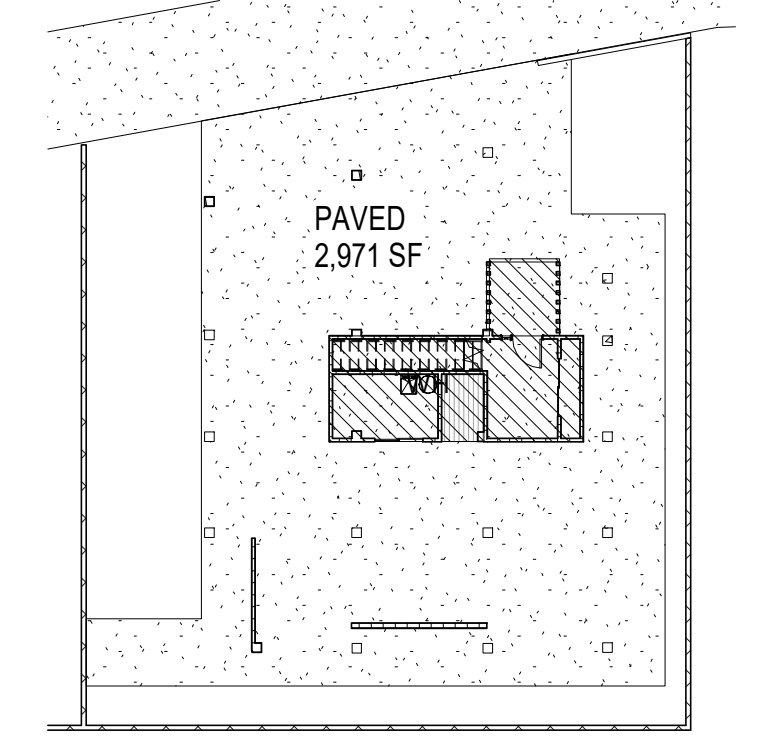
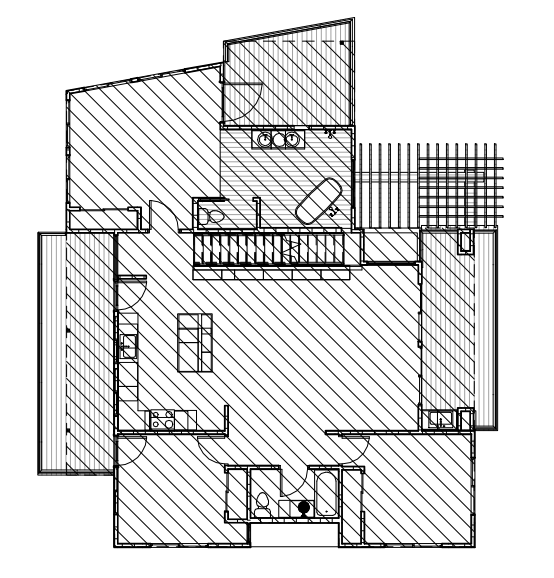
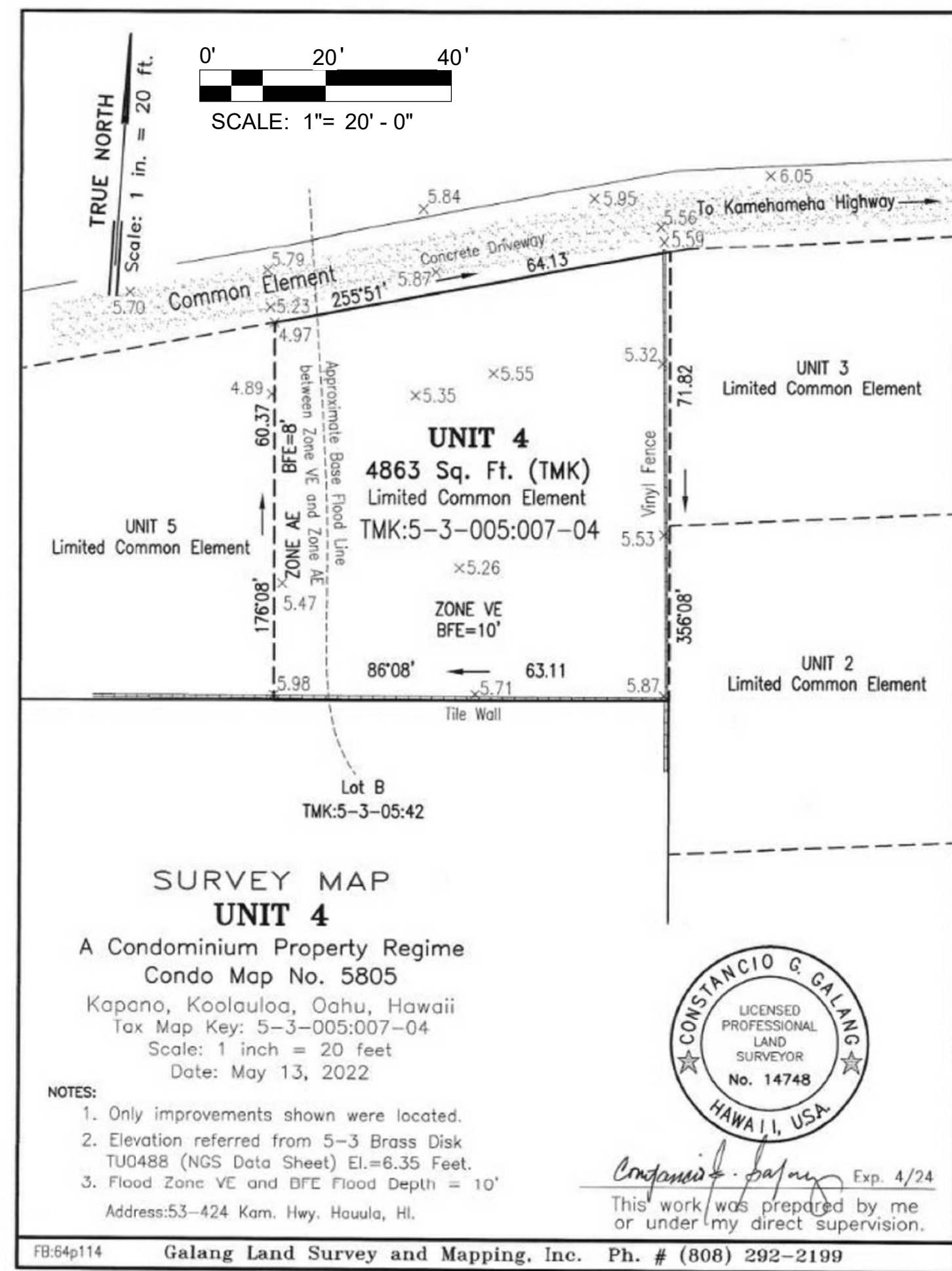
REV	DATE	DESCRIPTION
-----	------	-------------

	Project:	NEW SINGLE FAMILY DWELLING 53-424 KAMEHAMEHA HIGHWAY #4 HAUULA, HAWAII 96717 5-3-005:070
	Description:	TITLE SHEET

DATE	05/15/2022
JOB NO.	53-424 KAM
DRAWN BY	JC
DESIGNED BY	JC

SHEET NUMBER
<b>A01</b>
1 OF SHEETS





**PROJECT DATA**

**PROJECT SCOPE:**  
CONSTRUCT NEW SINGLE FAMILY DWELLING

**ADDRESS:** 53-424 KAMEHAMEHA HIGHWAY #4

**LUO DATA:**  
TMK: 5-3-005:070 CPR LOT #4  
LOT AREA: 211,397 SF (LOT #4: 4,171 SF)  
ZONING: R-5 / AG-2

MAXIMUM BUILDING AREA ALLOWED(50%) LOT #4: 2,085.5 SF

**BUILDING AREA:**  
SINGLE FAMILY DWELLING 2071.18 SF

**FLOOR AREA:**  
SINGLE FAMILY DWELLING 350.00 SF (LOWER)  
1,874.73 SF (MAIN)  
TOTAL 2,124.73 SF 0.51 < 0.6 FAR

NO ADDITIONAL REQUIREMENT PER BILL 57 / ORD 20-43.

**BATHROOM COUNTS**  
SINGLE FAMILY DWELLING 2 BATH  
MAX ALLOW PER BILL 57 / ORD 20-43 4 BATH PER UNIT

**PARKING** FOR 2,124.73 SF  
PARKING PER BILL 2 / ORD 20-41  
PAVED AREA 2,971 SF (3,128 SF MAX=75% OF LOT SIZE)

**REQUIRED** 2  
**PROVIDED** 3 COVERED

INDEX TO DRAWINGS	
A01	TITLE SHEET
A02	PROJECT INFO, PLANS
A03	ELEVATIONS, SECTION

**KNOK BUN JOHNSON CHENG**  
LICENSED PROFESSIONAL ARCHITECT  
No. 11572  
HAWAII U.S.A.

This work was prepared by me or under my supervision and construction of this project will be under my observation. (Observation of construction as defined in the current Hawaii Administrative Rules "Professional Engineers, Architects, Surveyors and Landscape Architects.")

*Knok Bun Johnson Cheng*  
Expiration Date 04/30/24 05/15/2022

Contractor shall carefully verify all dimensions, materials, existing site conditions and field measurements, study and compare the construction documents and notify the Architect of any discrepancy, inconsistency or omission he may discover before proceeding with the work. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for the coordinating and the supervision of all construction work under the contract. All work shall be performed in accordance with all applicable provisions of the Uniform Building Code and all governmental regulations.

REVISION		
REV	DATE	DESCRIPTION

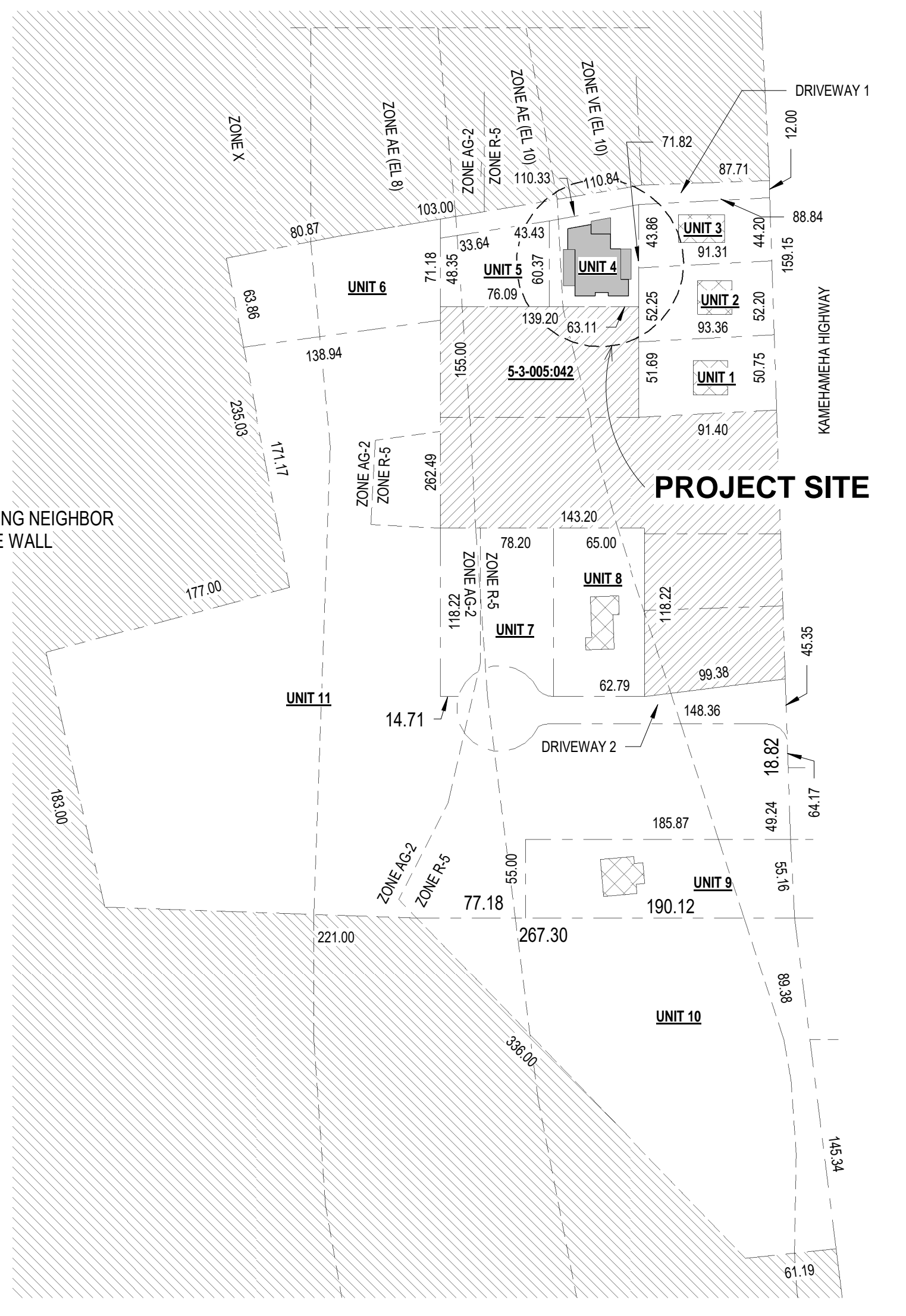
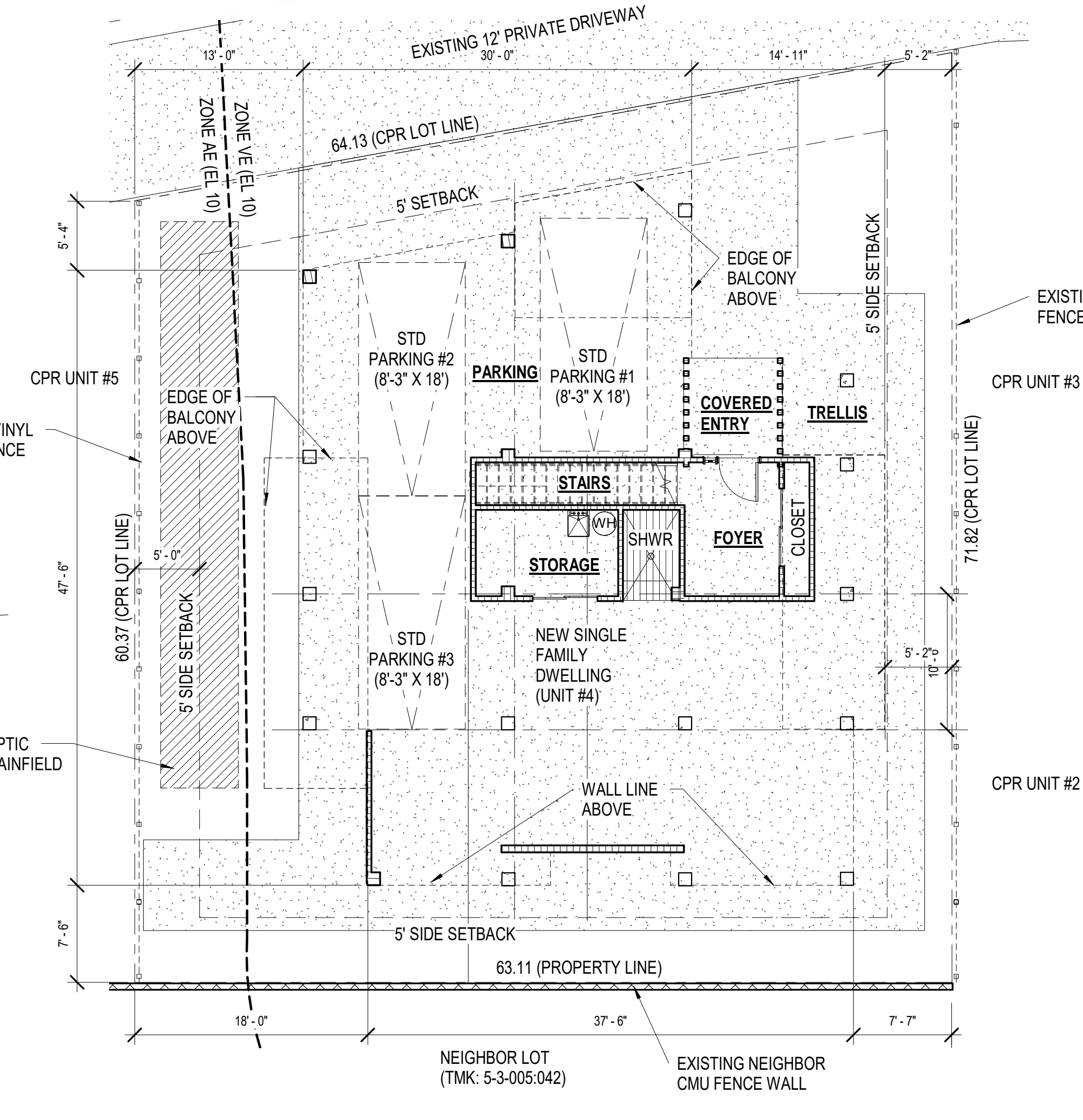
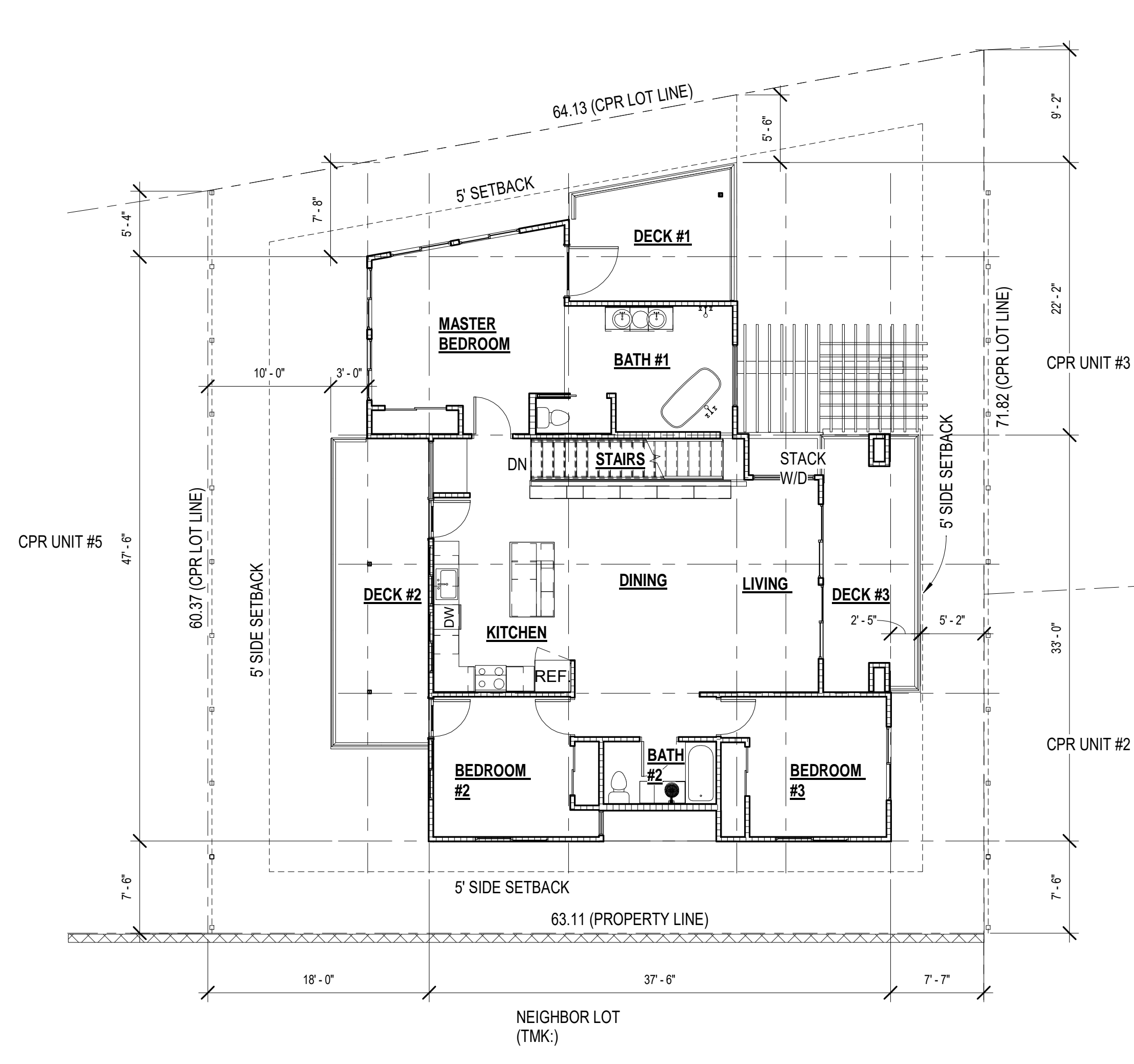
**KBJCHENG**  
Architecture and Planning

Project: NEW SINGLE FAMILY DWELLING  
53-424 KAMEHAMEHA HIGHWAY #4  
HAULUA, HAWAII 96717  
5-3-005:070

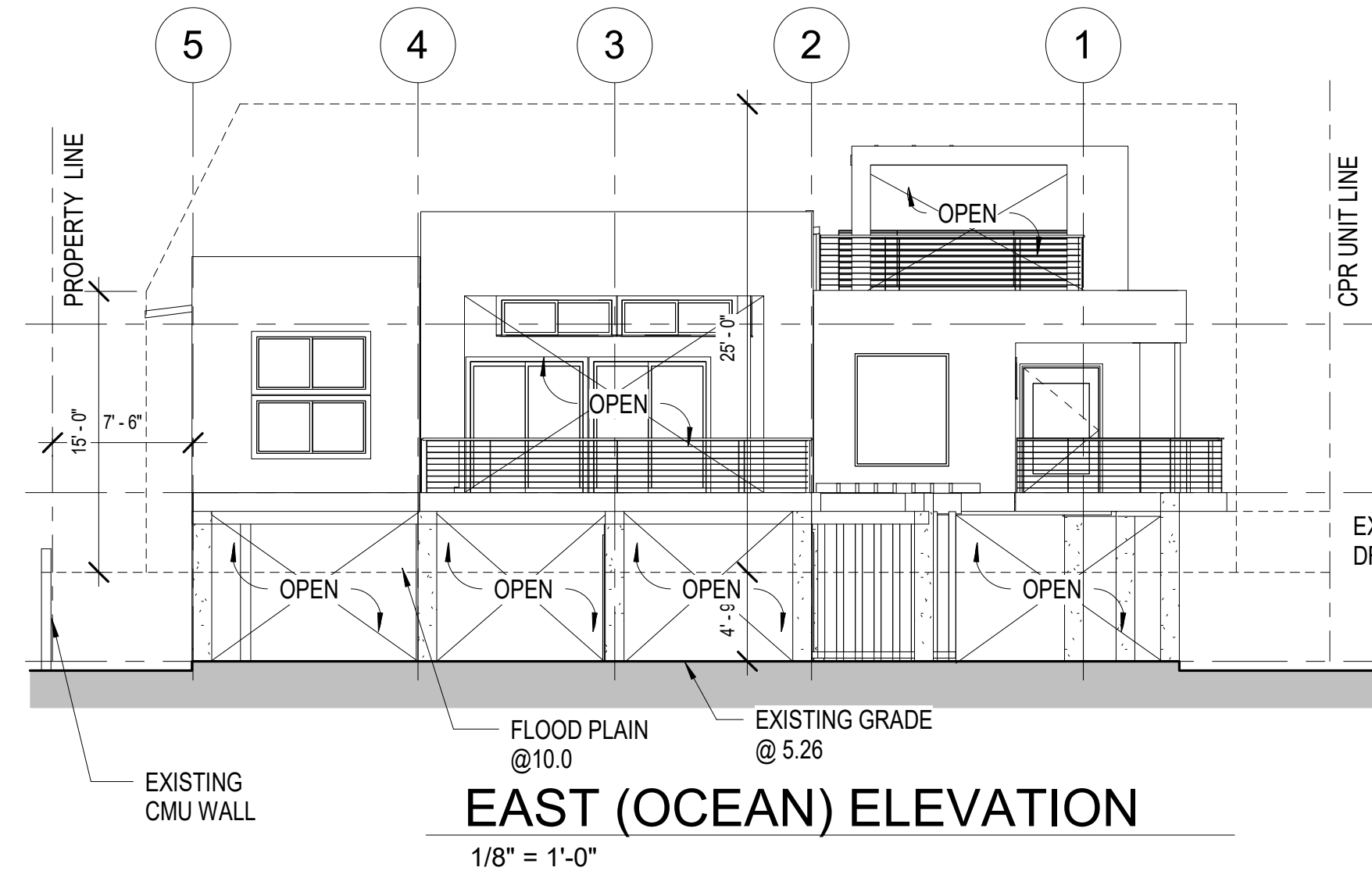
Description: PROJECT INFO, PLANS

DATE	05/15/22
JOB NO.	53-424 KAM
DRAWN BY	JC
DESIGNED BY	JC

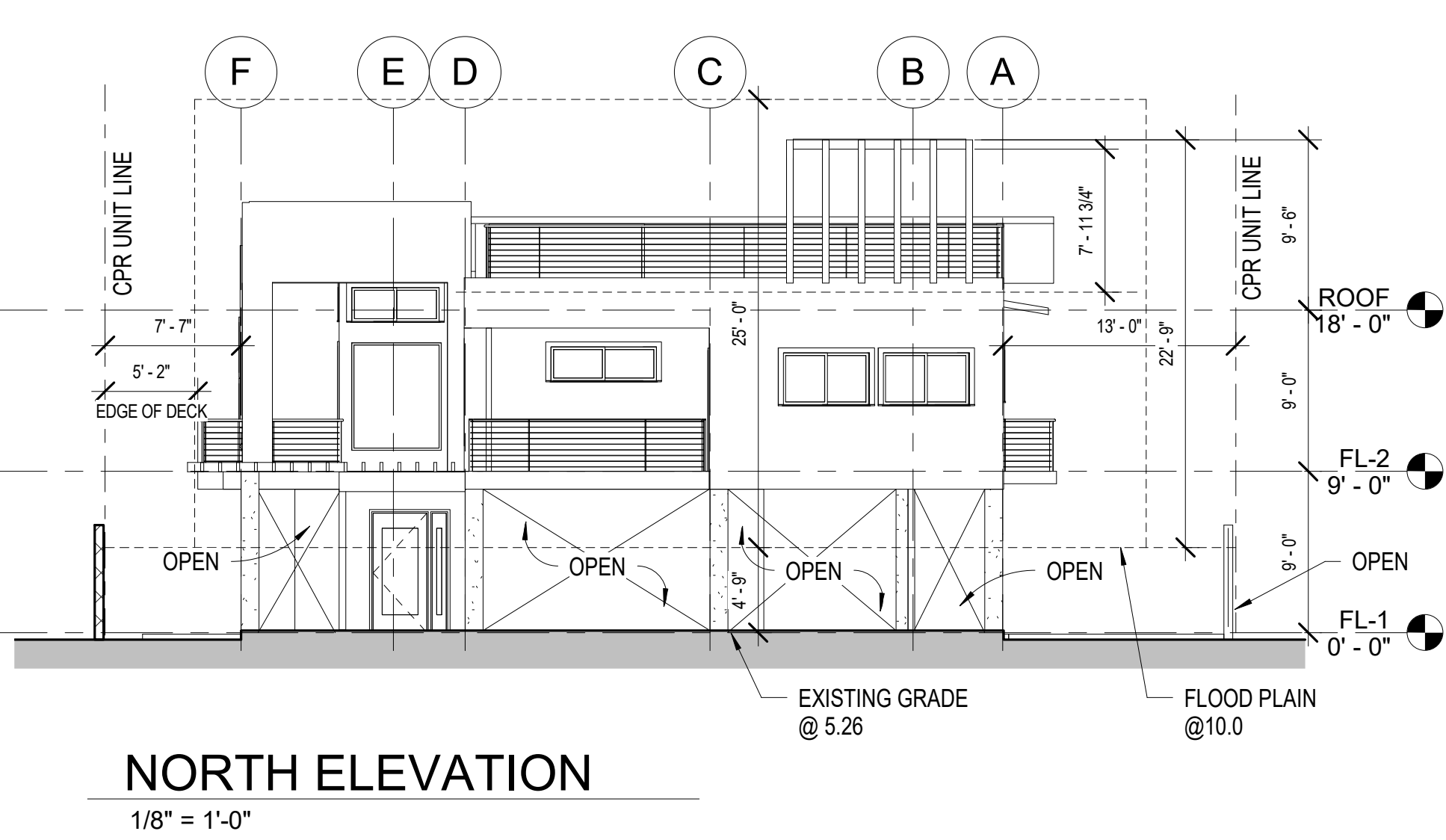
SHEET NUMBER  
**A02**  
OF SHEETS



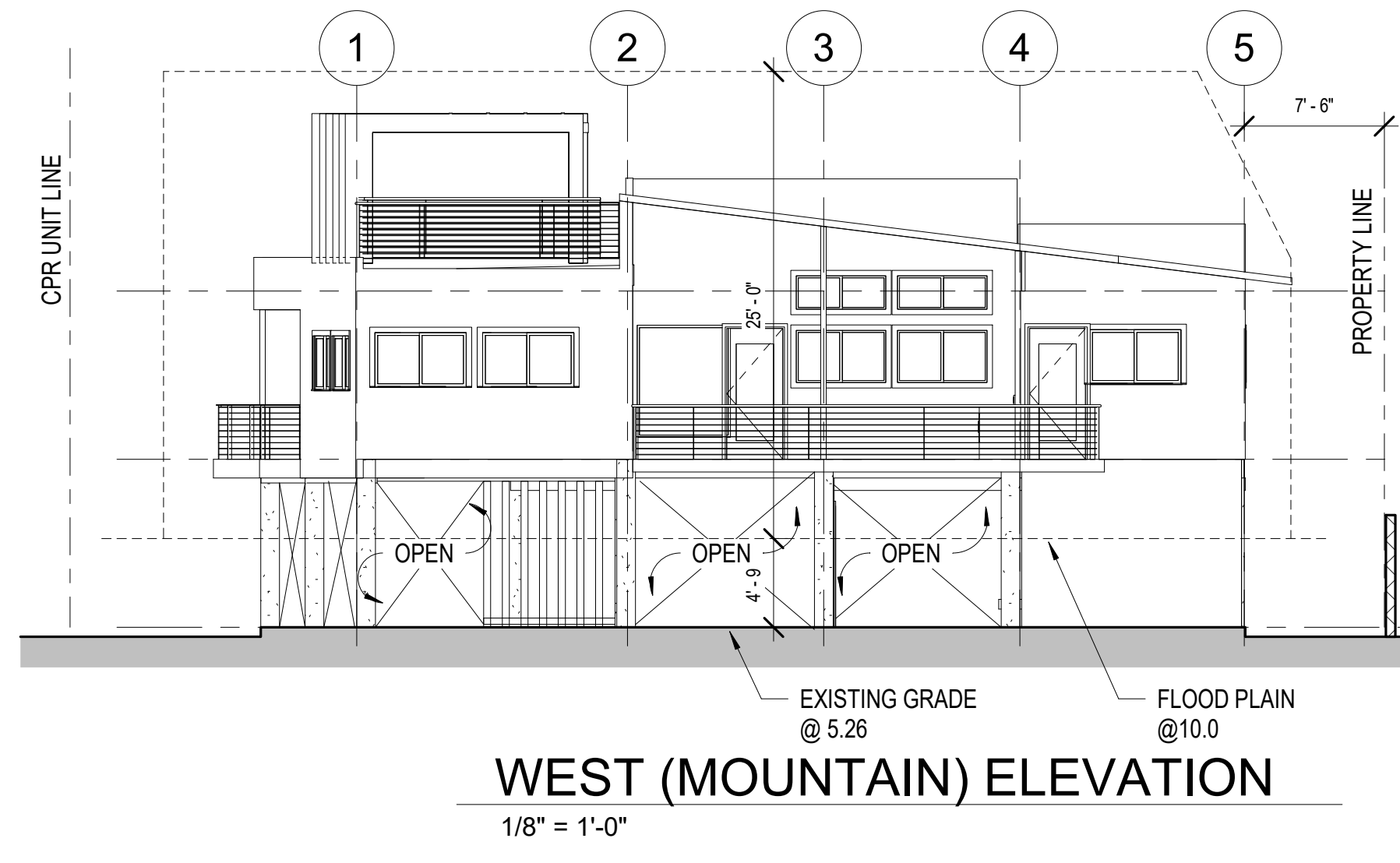
- PROPOSED DWELLING
- EXISTING HOUSE STRUCTURE
- NEIGHBORING LOTS



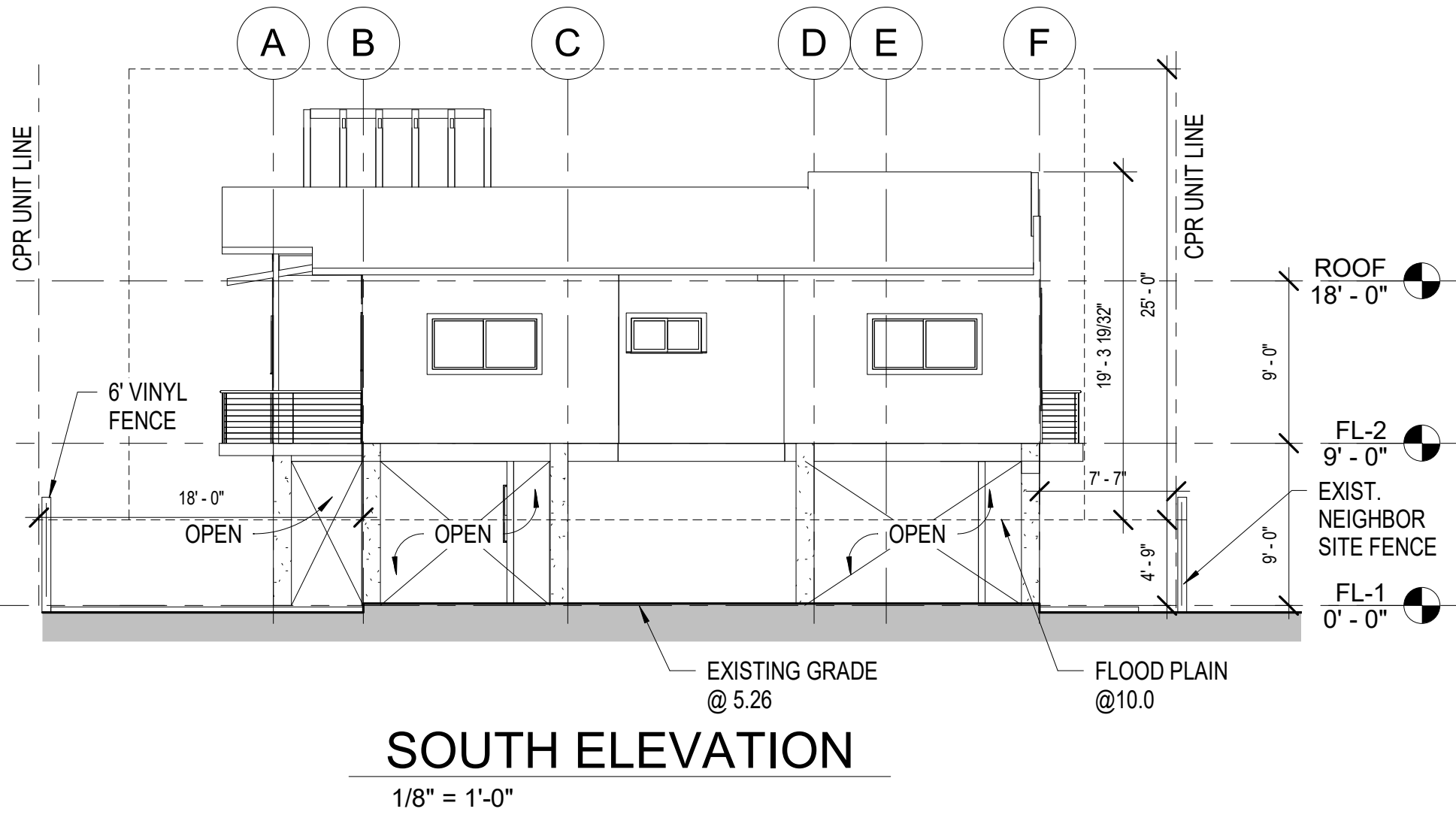
**EAST (OCEAN) ELEVATION**  
1/8" = 1'-0"



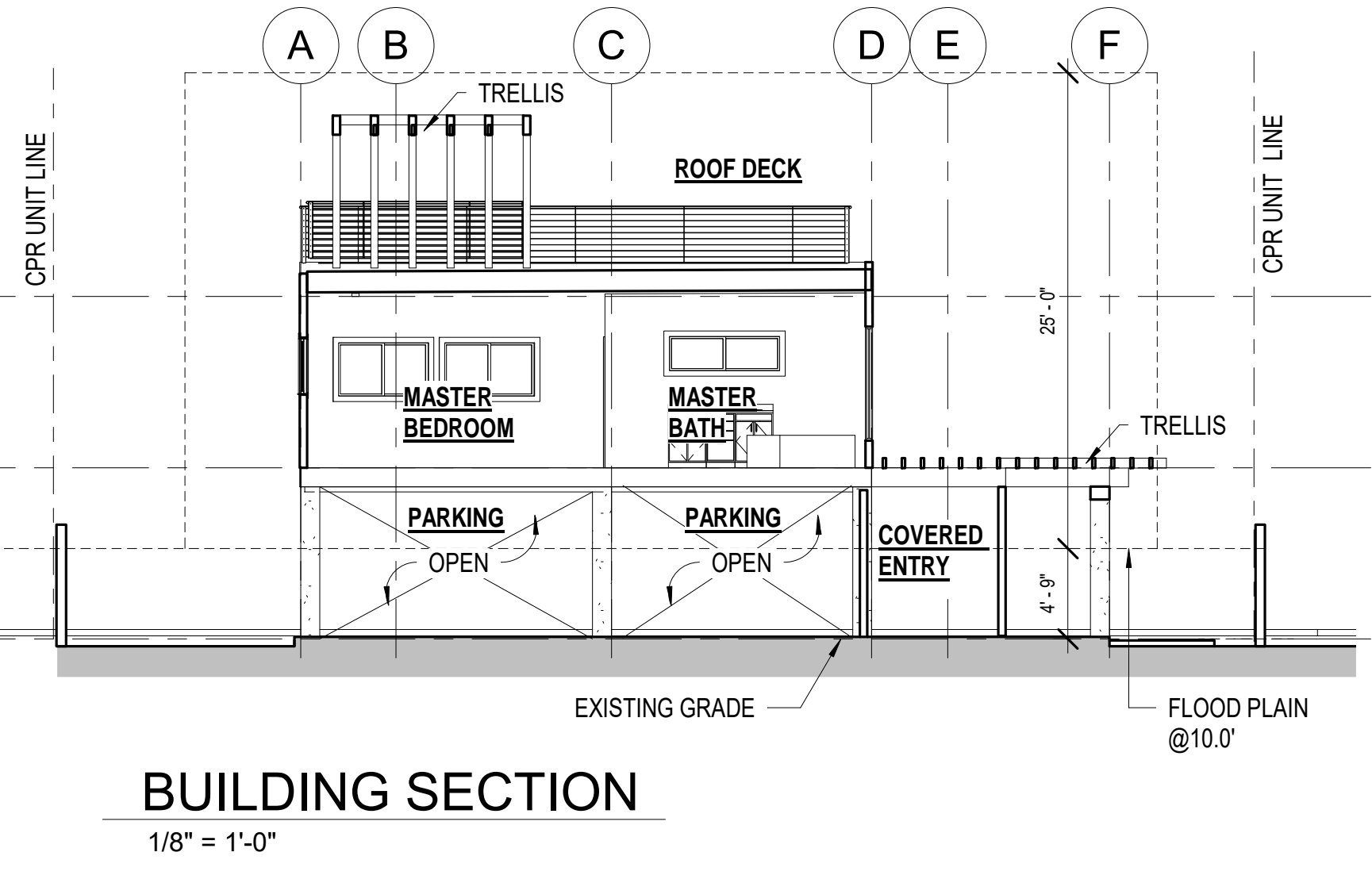
**NORTH ELEVATION**  
1/8" = 1'-0"



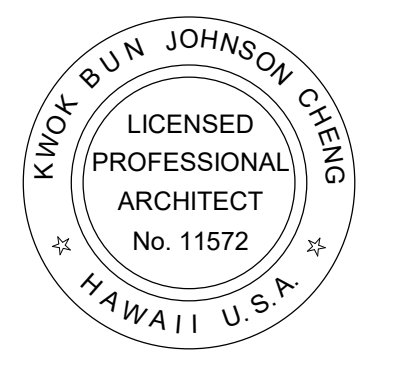

**WEST (MOUNTAIN) ELEVATION**  
1/8" = 1'-0"



**SOUTH ELEVATION**  
1/8" = 1'-0"




**BUILDING SECTION**  
1/8" = 1'-0"

  
 This work was prepared by me or under my supervision and construction of this project will be under my observation. (Observation of construction as defined in the current Hawaii Administrative Rules "Professional Engineers, Architects, Surveyors and Landscape Architects.")  
  
 Expiration Date 04/30/24 05/15/2022

Contractor shall carefully verify all dimensions, materials, existing site conditions and field measurements, study and compare the construction documents and notify the Architect of any discrepancy, inconsistency or omission he may discover before proceeding with the work. Contractor shall be solely responsible for all construction means, methods, techniques, equipment and procedures and for the coordinating and the supervision of all construction work under the contract. All work shall be performed in accordance with all applicable provisions of the Uniform Building Code and all governmental regulations.

REVISION		
REV	DATE	DESCRIPTION

  
**KBJCHENG**  
 Architecture and Planning  
 Project: NEW SINGLE FAMILY DWELLING  
 53-424 KAMEHAMEHA HIGHWAY #4  
 HALULU, HAWAII 96717  
 5-3-005.070  
 Description: ELEVATIONS, SECTION

DATE	05/16/22
JOB NO.	53-424 KAM
DRAWN BY	Author
DESIGNED BY	Designer

SHEET NUMBER  
**A03**  
 OF SHEETS

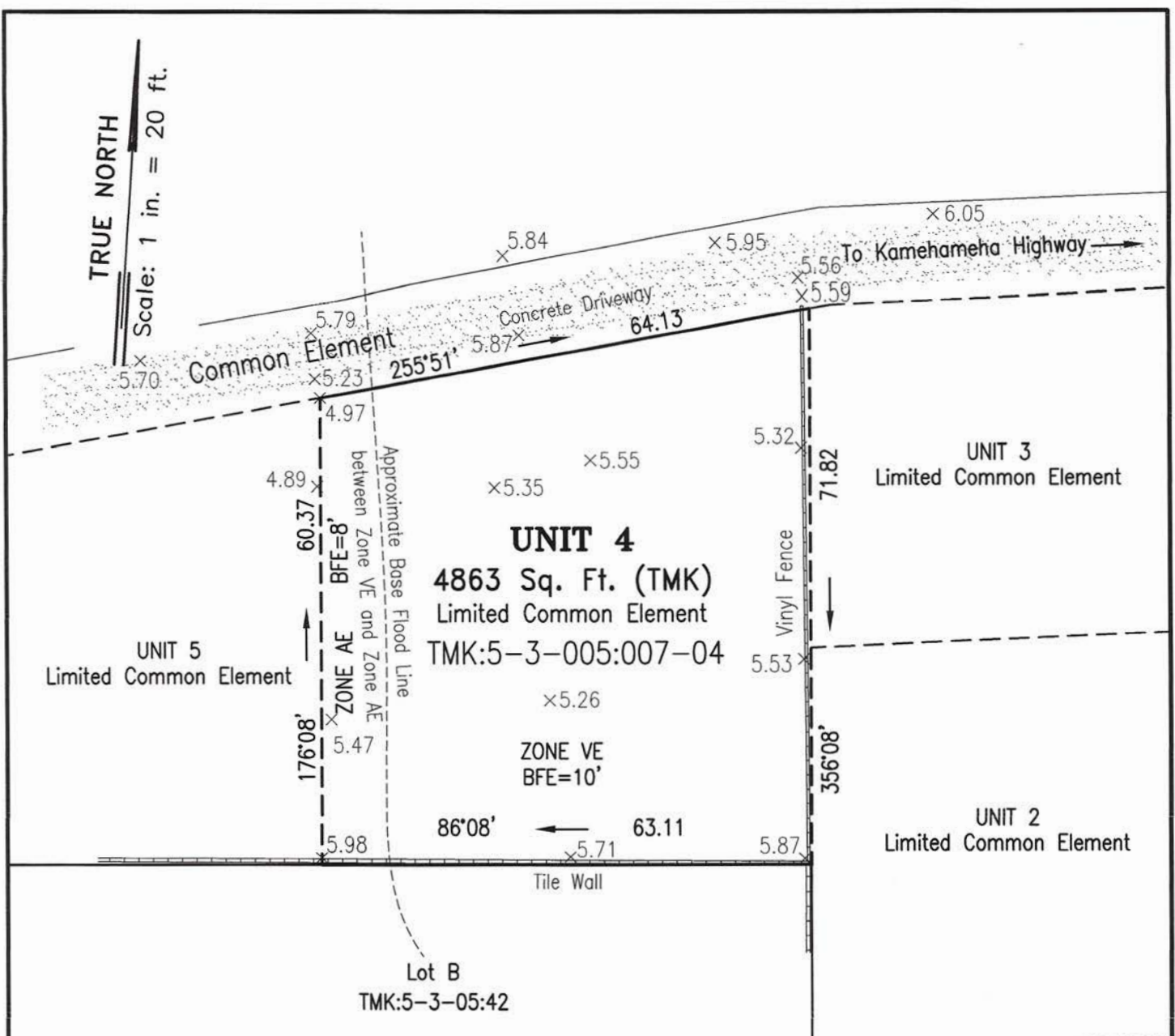




Page Intentionally Left Blank



TRUE NORTH  
Scale: 1 in. = 20 ft.



**SURVEY MAP  
UNIT 4**

A Condominium Property Regime  
Condo Map No. 5805

Kapano, Koolauloa, Oahu, Hawaii  
Tax Map Key: 5-3-005:007-04  
Scale: 1 inch = 20 feet  
Date: May 13, 2022

**NOTES:**

1. Only improvements shown were located.
  2. Elevation referred from 5-3 Brass Disk TU0488 (NGS Data Sheet) El.=6.35 Feet.
  3. Flood Zone VE and BFE Flood Depth = 10'
- Address: 53-424 Kam. Hwy. Hauula, HI.



*Constancio G. Galang* Exp. 4/24  
This work was prepared by me or under my direct supervision.



**Galang Land Survey  
& Mapping, INC.**

# Invoice

05/13/22  
Invoice # 1447

TO: Mr. Pulin Brahmbhatt

53-424 Kamehameha Highway  
Hauula, HI. 96717  
TMK: 5-3-005:007-04

(808) 428-1975

Survey Date: 5/6/2022

Due Date  
5/28/22

Qty	Description	Line Total
1.00	Survey Map	\$ 1,000.00

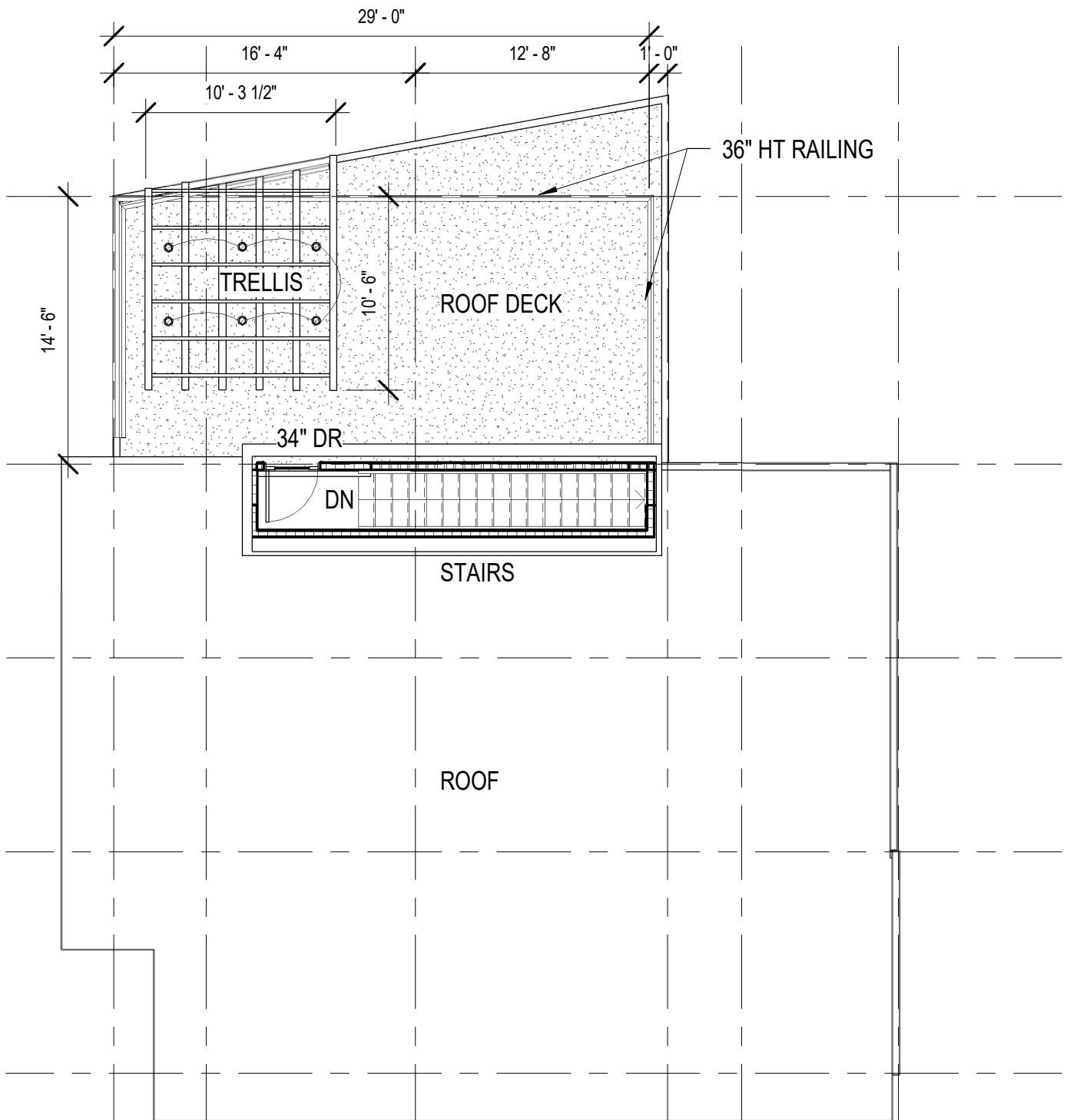
Subtotal	\$	1,000.00
Tax	\$	47.12
Total	\$	1,047.12

**Upon receipt of Invoice, any unpaid balance after 15 days will be subjected to maximum statutory interest per month**

**Make all checks payable to  
[Constancio Galang or Galang Land Survey and Mapping, INC]**

**92-680 Palailai Street Kapolei, HI. 96707  
Tel: (808)672-6396 Email: [galangsurvey@gmail.com](mailto:galangsurvey@gmail.com)  
Mahalo and Aloha!**





DAVID Y. IGE  
GOVERNOR OF HAWAII



ELIZABETH A. CHAR, M.D.  
DIRECTOR OF HEALTH

STATE OF HAWAII  
DEPARTMENT OF HEALTH  
P. O. BOX 3378  
HONOLULU, HI 96801-3378

In reply, please refer  
to:

WW 718 Final CL Nishal Brahmhatt  
53-424 Kam Hwy Hauula

October 28, 2022

Mr. Dennis Poma, P.E.  
ASCI Hawaii Inc.  
94-515 Ukee Street, Suite 301  
Waipahu, Hawaii 96797

Dear Mr. Poma:

Subject: **Variance Application No. WW 736 Docket No. 22-VWW-23 ID 722**  
Final Decision Regarding Individual Wastewater System for  
Mr. Nishal Brahmhatt, 53-424 Kamehameha Highway  
Hauula, Hawaii 96717 TMK (1) 5-3-005-070: 0004

The Department of Health (Department) has granted your request for the subject variance per the enclosed Decision and Order dated October 28, 2022 for five (5) years. We are also enclosing the Department's Findings of Fact and Conclusions of Law.

If there are any questions relating to the variance, please contact Ms. Sina Pruder, Chief of the Wastewater Branch at (808) 586-4294.

Sincerely,

A handwritten signature in blue ink that reads "Joanna L. Seto".

JOANNA L. SETO, P.E., CHIEF  
Environmental Management Division

LM/SP:lmj

Enclosures: Final Decision Documents

c: Agent: Mr. Dennis Poma, via mail & email: [dennis.poma@acsihawaii.com](mailto:dennis.poma@acsihawaii.com)  
Applicant: Mr. Nishal Brahmhatt, via email: [b.nishal@gmail.com](mailto:b.nishal@gmail.com)  
Clean Water Branch (AW), via email  
Safe Drinking Water Branch (DL, IZ), via email  
Wastewater Branch, Oahu Staff Engineer (STS), via email  
Honolulu Board of Water Supply, via email: [manager-SOH@hbws.org](mailto:manager-SOH@hbws.org)  
City & County of Honolulu, DPP, via mail  
Neighborhood Board # 28 – Hauula, via email: [nco@honolulu.gov](mailto:nco@honolulu.gov)



STATE OF HAWAII  
DEPARTMENT OF HEALTH

In the Matter of the Variance Application WW 736 )	Docket No. 22-VWW-23
For Individual Wastewater System )	ID 722
Mr. Nishal Brahmhatt )	
53-424 Kamehameha Highway )	
Hauula, Hawaii 96717 )	
TMK (1) 5-3-005-070: 0004 )	
_____ )	

DECISION AND ORDER

Pursuant to Hawaii Revised Statutes (HRS), Chapter 342D and Hawaii Administrative Rules (HAR), Chapter 62 of Title 11, "Wastewater Systems," and based upon the application and staff review, the variance request from the provisions of HAR sections 11-62-33.1(b)(6) and 11-62-34(c)(1)(C) is hereby granted for five (5) years with the following conditions:

1. Plans for an NSF/ANSI 245 certified aerobic treatment unit (ATU) with ultraviolet disinfection and leach field shall be submitted to the Wastewater Branch for review and approval. The installation of the ATU system shall conform to requirements of HAR, Chapter 11-62. In addition, the ATU system shall be approved in writing before it may be used.
2. The project shall connect to the County sewer system should it become available to the area.
3. There is no automatic renewal. Should the applicant wish to renew this variance application, the applicant must submit an Application for Variance for renewal, 180 days prior to expiration date.

DATED: Pearl City, Hawaii, October 28, 2022.



\_\_\_\_\_  
JOANNA L. SETO, P.E., CHIEF  
Environmental Management Division

STATE OF HAWAII  
DEPARTMENT OF HEALTH

In the Matter of the Variance Application WW 736 )	Docket No. 22-VWW-23
For Individual Wastewater System )	ID 722
Mr. Nishal Brahmhatt )	
53-424 Kamehameha Highway )	
Hauula, Hawaii 96717 )	
TMK (1) 5-3-005-070: 0004 )	
_____ )	

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Department of Health (DOH) staff reviewed an application from Mr. Nishal Brahmhatt for a five (5) year variance from sections 11-62-33.1(b)(6) and 11-62-34(c)(1)(C) of Hawaii Administrative Rules (HAR), Chapter 62 of Title 11, "Wastewater Systems."

A public notice of the application was printed in the August 9, 2022 issue of the *Honolulu Star Advertiser* newspaper. Three (3) comments pertaining to the application were received during the 30 days following the publication of the public notice.

Findings of Fact

Mr. Dennis Poma is the authorized agent to act for the applicant. The variance request is for the construction of a new individual wastewater system to be installed at 53-424 Kamehameha Highway, Hauula, Hawaii 96717 and TMK (1) 5-3-005-070: 0004.

Additional statements and information for this project have been provided in the variance application. Please contact the Wastewater Branch at (808) 586-4294 for a copy of the Application for Variance.

The following agencies submitted the following comments:

1. The Clean Water Branch stated that they will defer to the Wastewater Branch's final decision. Please call Mr. Alec Wong, Branch Chief of the Clean Water Branch at (808) 586-4309, if you have any questions or comments.
2. The Safe Drinking Water Branch has no objection to the granting of the variance application. If you have any questions on these comments, please contact Ms. Iris Van Der Zander at (808) 586-4258.
3. The Wastewater Branch submitted the following comments:
  - A. Plans for an NSF/ANSI 245 certified aerobic treatment unit (ATU) with ultraviolet disinfection and leach field shall be submitted to the Wastewater Branch for review and approval. The installation of the ATU system shall conform to requirements of HAR, Chapter 11-62. In addition, the ATU system shall be approved in writing before it may be used.
  - B. The project shall connect to the County sewer system should it become available to the area.



- C. Upon agreement of the conditions stated above, we recommend the granting of this variance.

Conclusions of Law

Hawaii Revised Statutes Section 342D-7(c), states that in part, no variance shall be granted by the DOH unless the application and supporting information clearly show that:

1. The continuation of the function or operation involved in the discharge of waste occurring or proposed to occur by the granting of this variance is in the public interest as defined in section 342D-6.
2. The discharge occurring or proposed to occur does not substantially endanger human health or safety.
3. Compliance with the rules or standards from which the variance is sought would produce serious hardship without equal or greater benefits to the public.

Based upon the foregoing findings of fact, it is concluded that the above requirements have been met.

Comment and Recommendation

Based upon the foregoing findings of fact and conclusions of law, it is my recommendation that the variance request be granted for five (5) years with the following conditions:

1. Plans for an NSF/ANSI 245 certified ATU with ultraviolet disinfection and leach field shall be submitted to the Wastewater Branch for review and approval. The installation of the ATU system shall conform to requirements of HAR, Chapter 11-62. In addition, the ATU system shall be approved in writing before it may be used.
2. The project shall connect to the County sewer system should it become available to the area.
3. There is no automatic renewal. Should the applicant wish to renew this variance application, the applicant must submit an Application for Variance for renewal, 180 days prior to expiration date.

DATED: Pearl City, Hawaii, October 28, 2022.



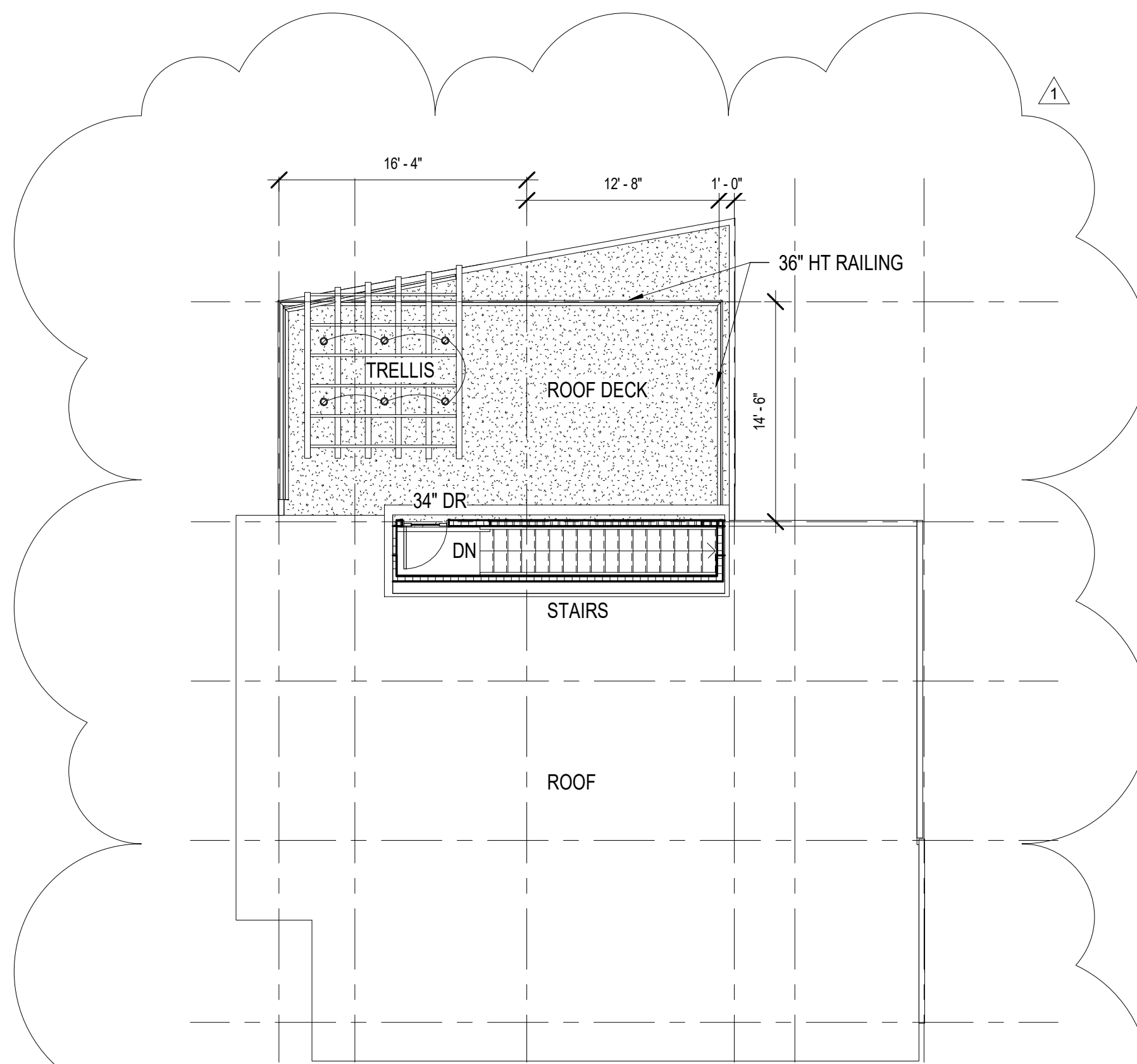
---

JOANNA L. SETO, P.E., CHIEF  
Environmental Management Division

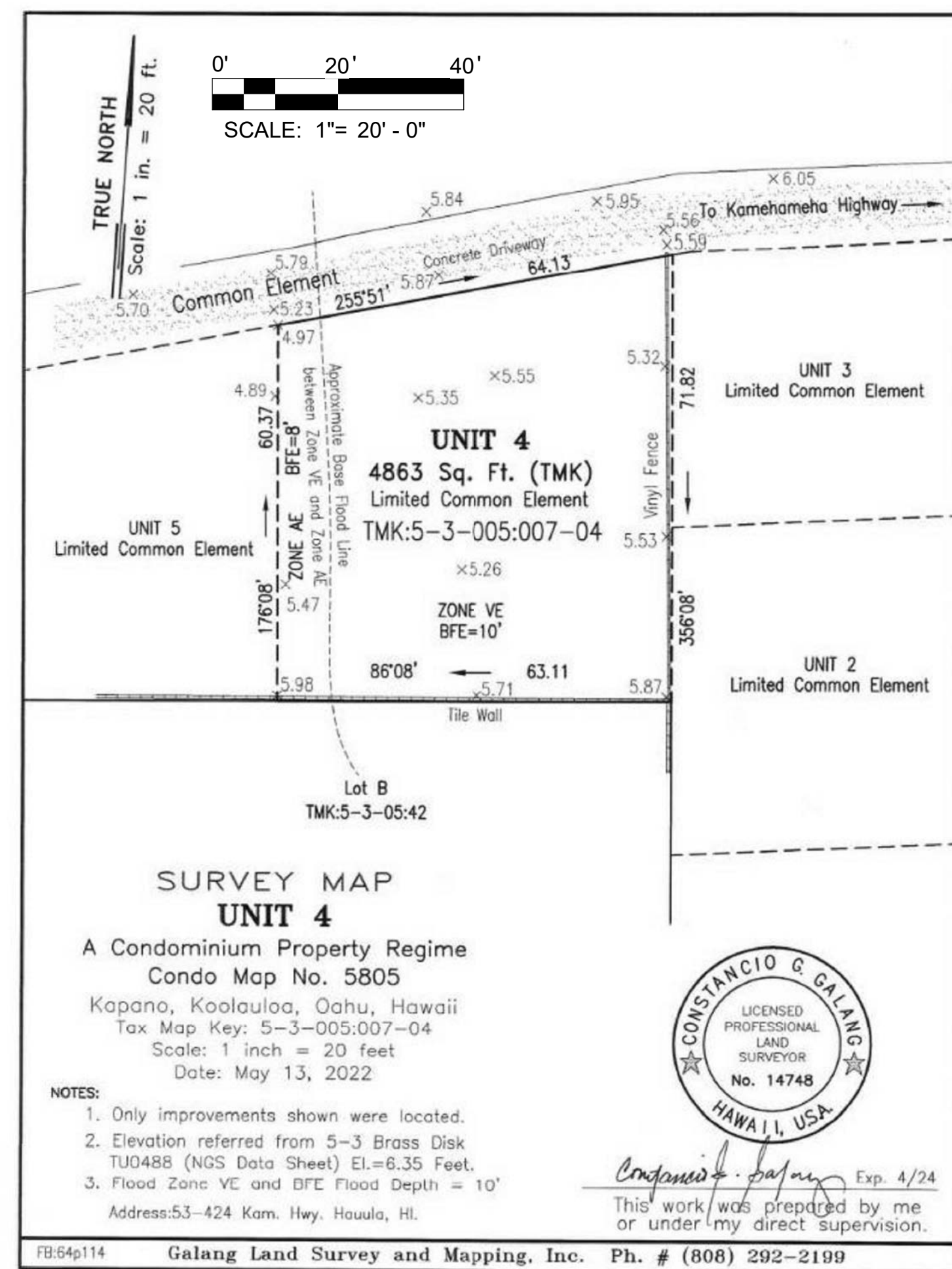
The foregoing findings of fact and conclusions of law are hereby adopted.

Page Intentionally Left Blank





**ROOF AND ROOF DECK PLAN**  
1/8" = 1'-0"



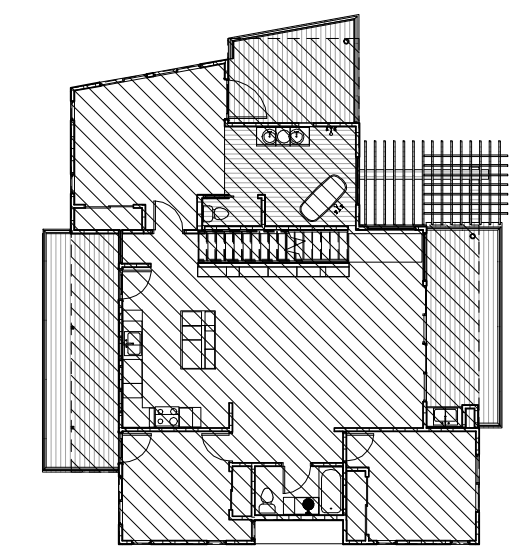
**SURVEY MAP**  
**UNIT 4**  
A Condominium Property Regime  
Condo Map No. 5805  
Kapana, Koolauloa, Oahu, Hawaii  
Tax Map Key: 5-3-005:007-04  
Scale: 1 inch = 20 feet  
Date: May 13, 2022

**NOTES:**  
1. Only improvements shown were located.  
2. Elevation referred from 5-3 Brass Disk TU0488 (NGS Data Sheet) EL=6.35 Feet.  
3. Flood Zone VE and DFE Flood Depth = 10'

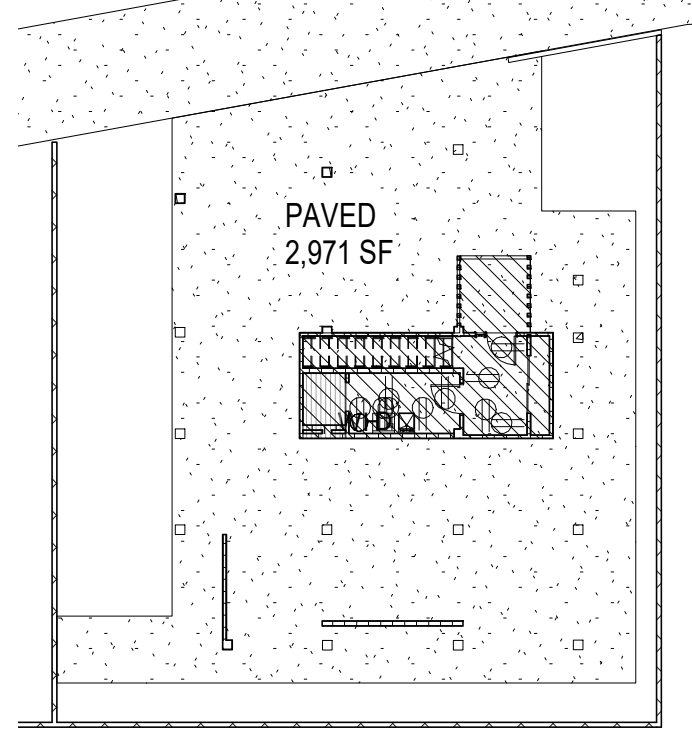
Address: 53-424 Kam. Hwy. Hauula, HI.  
This work was prepared by me or under my direct supervision.

CONSTANCIO G. GALANG  
LICENSED PROFESSIONAL LAND SURVEYOR  
No. 14748  
HAWAII, U.S.A.  
Exp. 4/24

Galang Land Survey and Mapping, Inc. Ph. # (808) 292-2199



**MAIN FLOOR AREA PLAN**  
1" = 20'-0"



**LOWER FLOOR AREA PLAN**  
1" = 20'-0"

INDEX TO DRAWINGS

A01	TITLE SHEET
A02	PROJECT INFO, PLANS
A03	ELEVATIONS, SECTION

**PROJECT DATA**  
**PROJECT SCOPE:**  
CONSTRUCT NEW SINGLE FAMILY DWELLING

**ADDRESS:** 53-424 KAMEHAMEHA HIGHWAY #4

**LUO DATA:**  
TMK: 5-3-005:070 CPR LOT #4  
LOT AREA: 211,397 SF (LOT #4: 4,171 SF)  
ZONING: R-5/AG-2

**MAXIMUM BUILDING AREA ALLOWED(50%)** LOT #4: 2,085.5 SF

**BUILDING AREA:**  
SINGLE FAMILY DWELLING 2071.18 SF

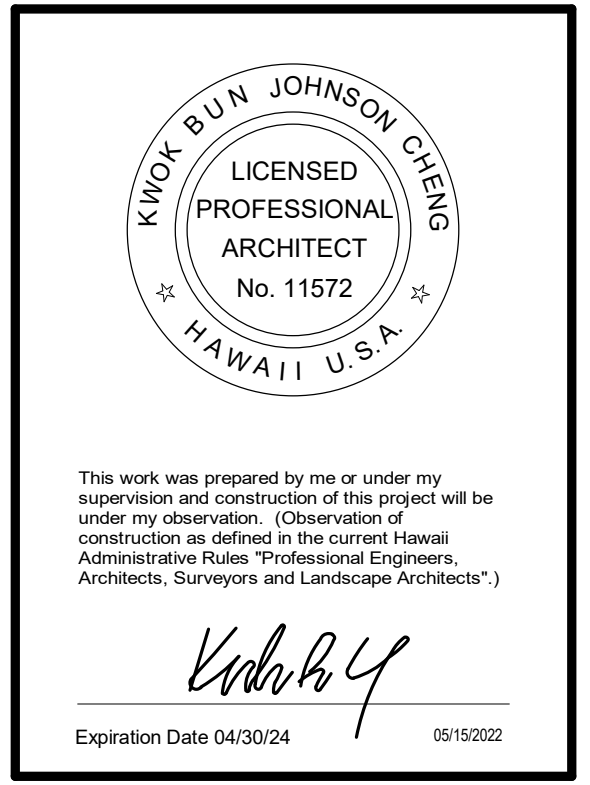
**FLOOR AREA:**  
SINGLE FAMILY DWELLING 350.00 SF (LOWER)  
1,874.73 SF (MAIN)  
TOTAL 2,124.73 SF 0.51 < 0.6 FAR

**NO ADDITIONAL REQUIREMENT PER BILL 57 / ORD 20-43.**

**BATHROOM COUNTS**  
SINGLE FAMILY DWELLING 2 BATH  
MAX ALLOW PER BILL 57 / ORD 20-43 4 BATH PER UNIT

**PARKING FOR 2,124.73 SF**  
PARKING PER BILL 2 / ORD 20-41

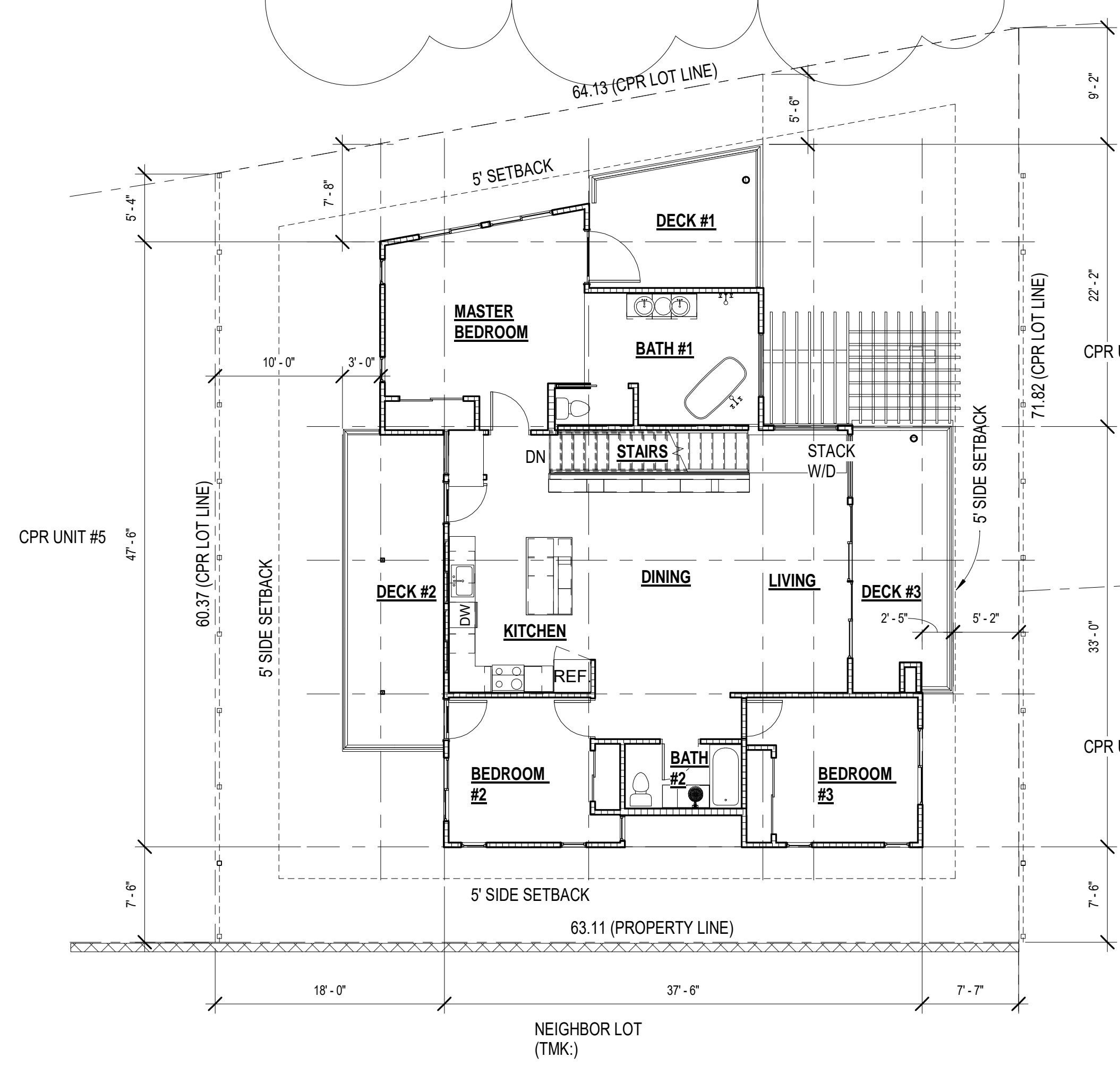
**PAVED AREA** 2,971 SF (3,128 SF MAX=75% OF LOT SIZE)



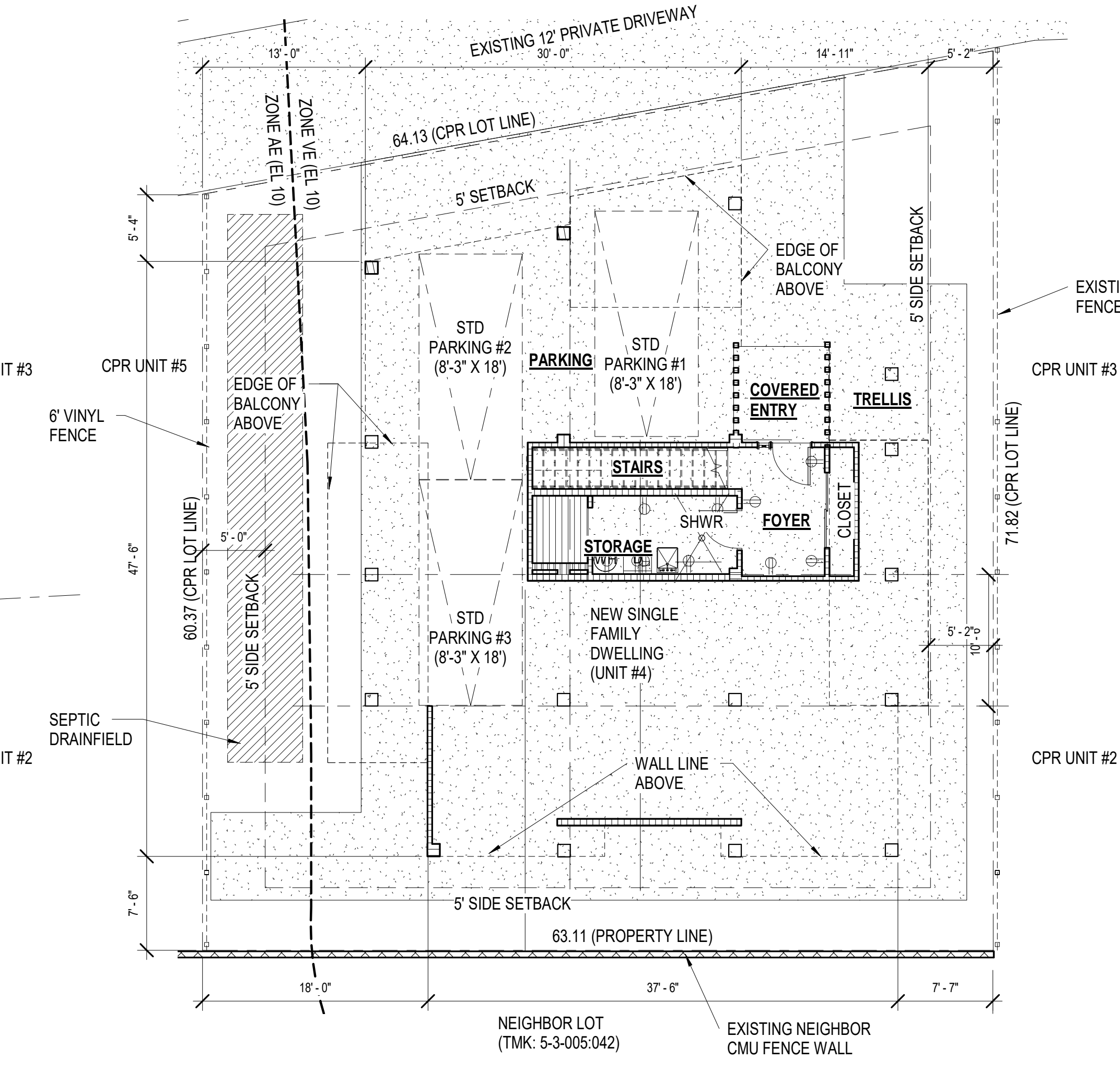
Contractor shall carefully verify all dimensions, materials, existing site conditions and field measurements, study and compare the construction documents and notify the Architect of any discrepancy, inconsistency or omission he may discover before proceeding with the work. Contractor shall be solely responsible for all construction means, methods, techniques, procedures and practices and for the coordinating and the supervision of all construction work under the contract. All work shall be performed in conformance with all applicable provisions of the Uniform Building Code and all governmental regulations.

REVISION

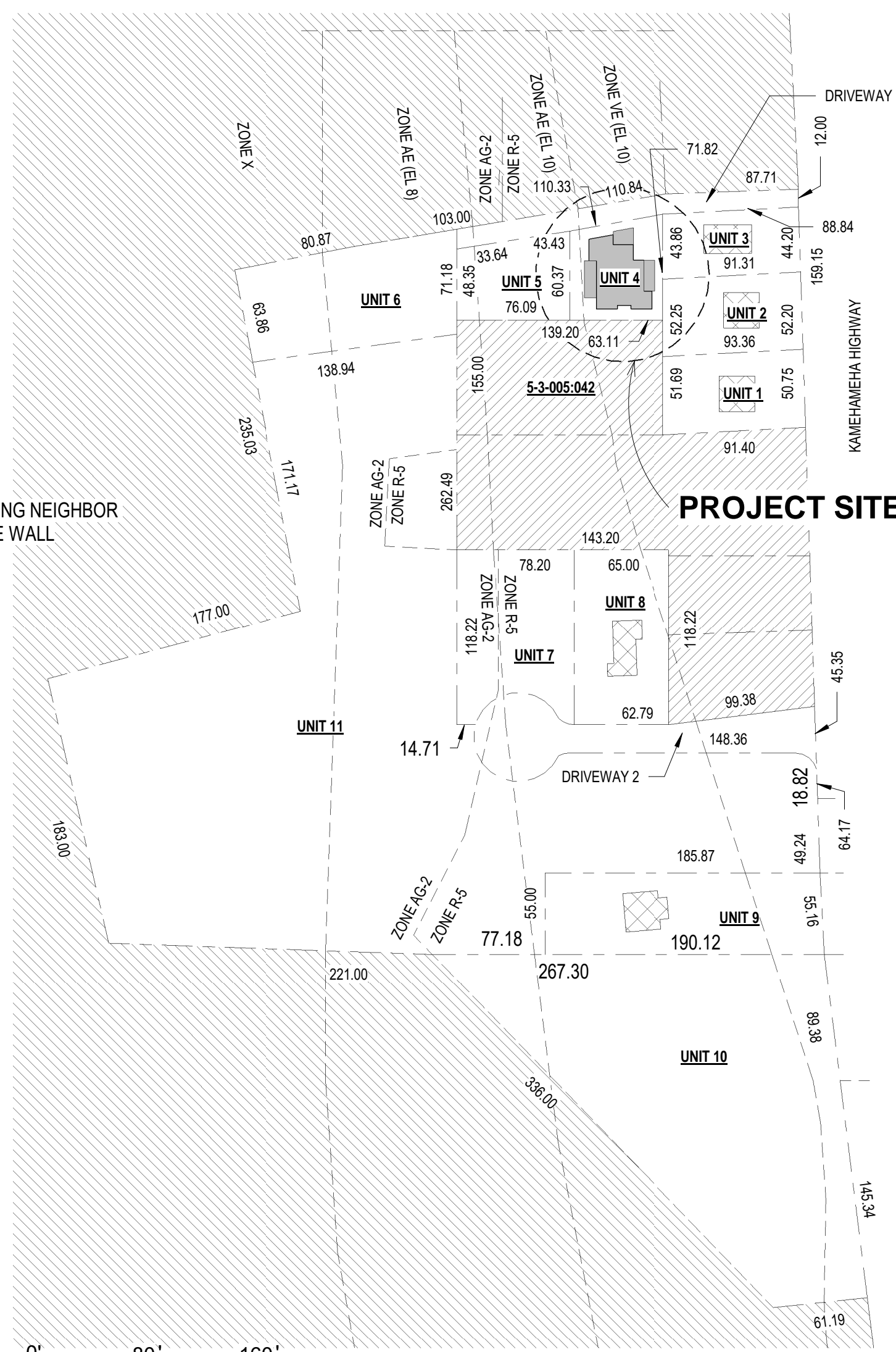
REV	DATE	DESCRIPTION
1	06/20/2022	SMA



**MAIN FLOOR SITE PLAN**  
1/8" = 1'-0"



**LOWER FLOOR SITE PLAN**  
1/8" = 1'-0"



**OVERALL SITE PLAN**  
1" = 80'-0"

PROPOSED DWELLING  
EXISTING HOUSE STRUCTURE  
NEIGHBORING LOTS

**KBJCHENG**  
Architecture and Planning

Project: NEW SINGLE FAMILY DWELLING  
53-424 KAMEHAMEHA HIGHWAY #4  
HAULUA, HAWAII 96717  
5-3-005:070

PROJECT INFO, PLANS

DATE	05/15/22
JOB NO.	53-424 KAM
DRAWN BY	JC
DESIGNED BY	JC

SHEET NUMBER

**A02**

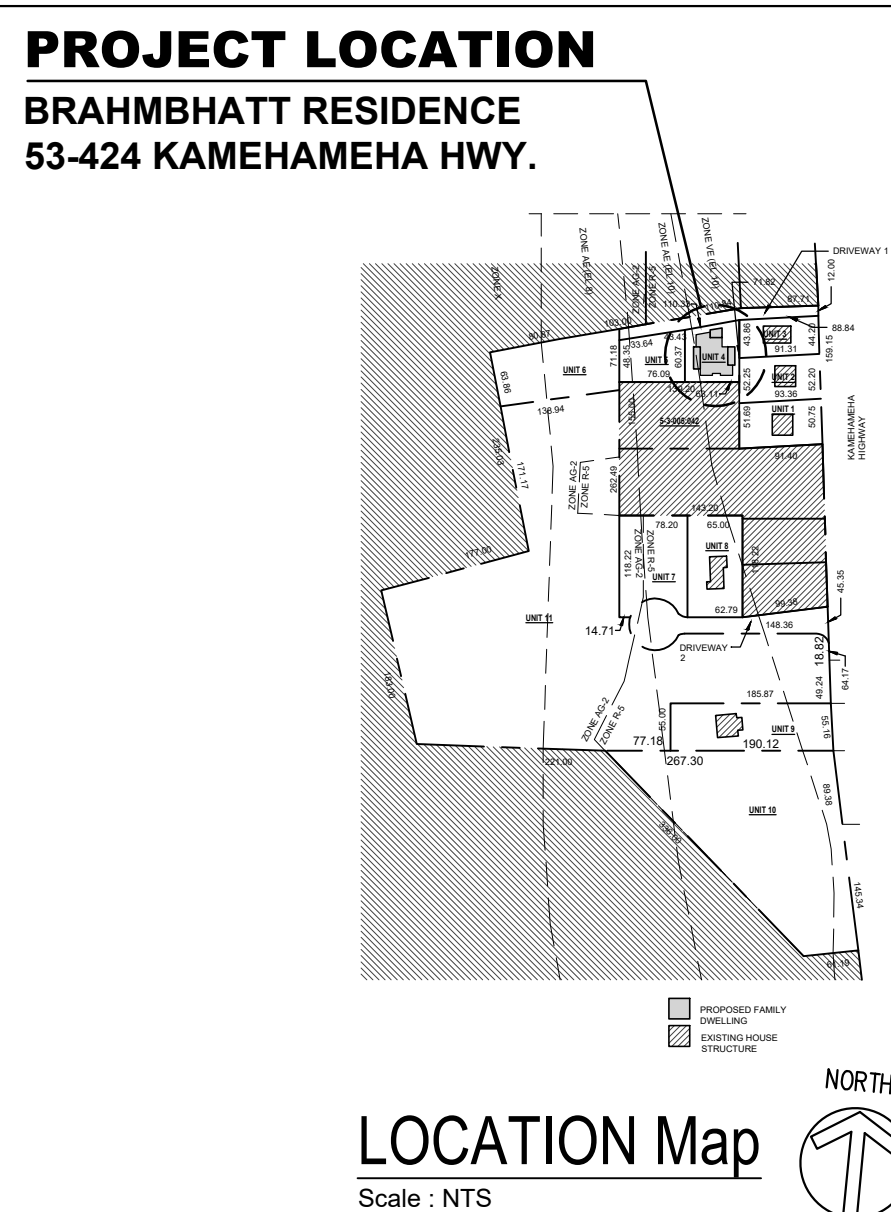
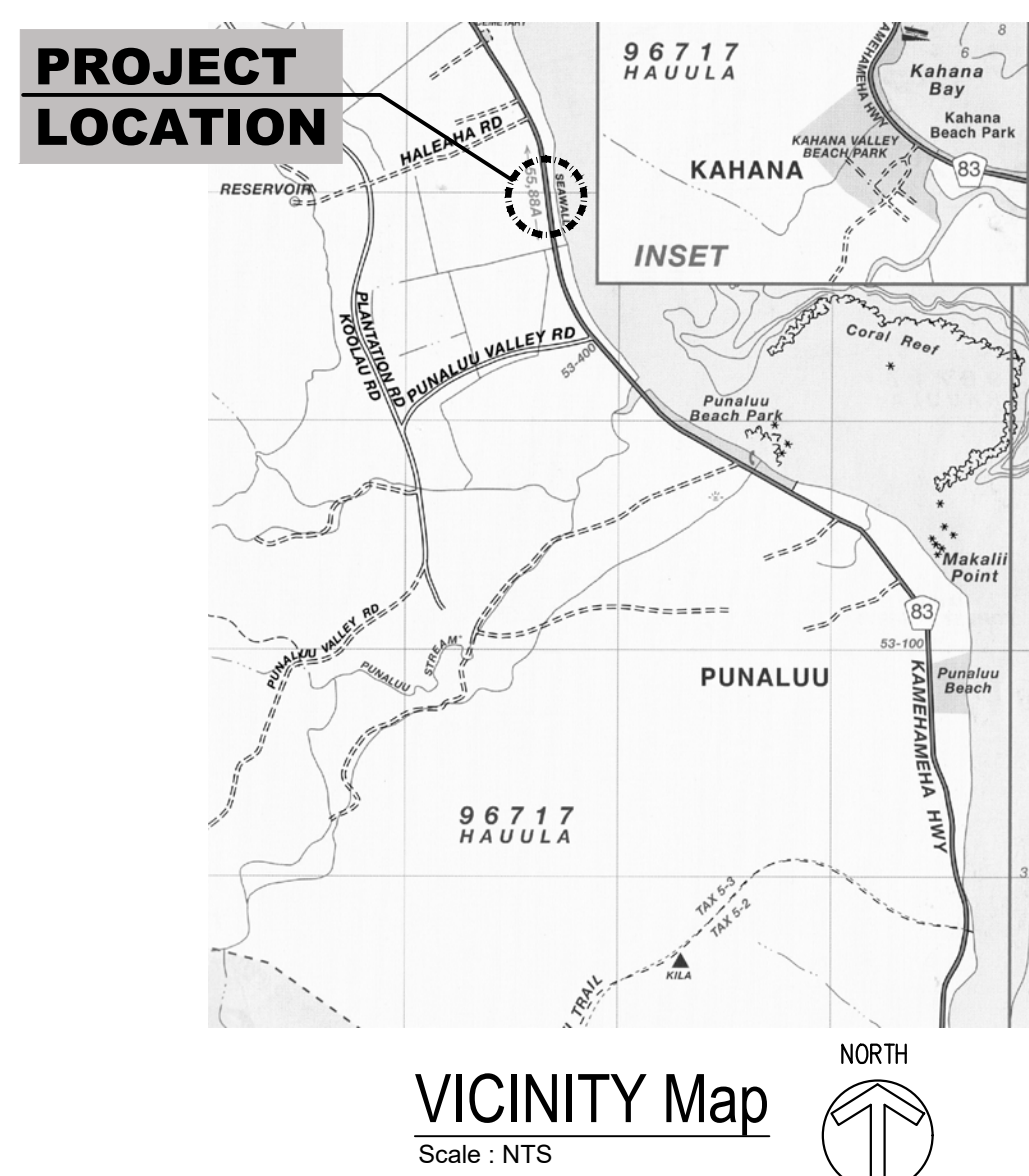
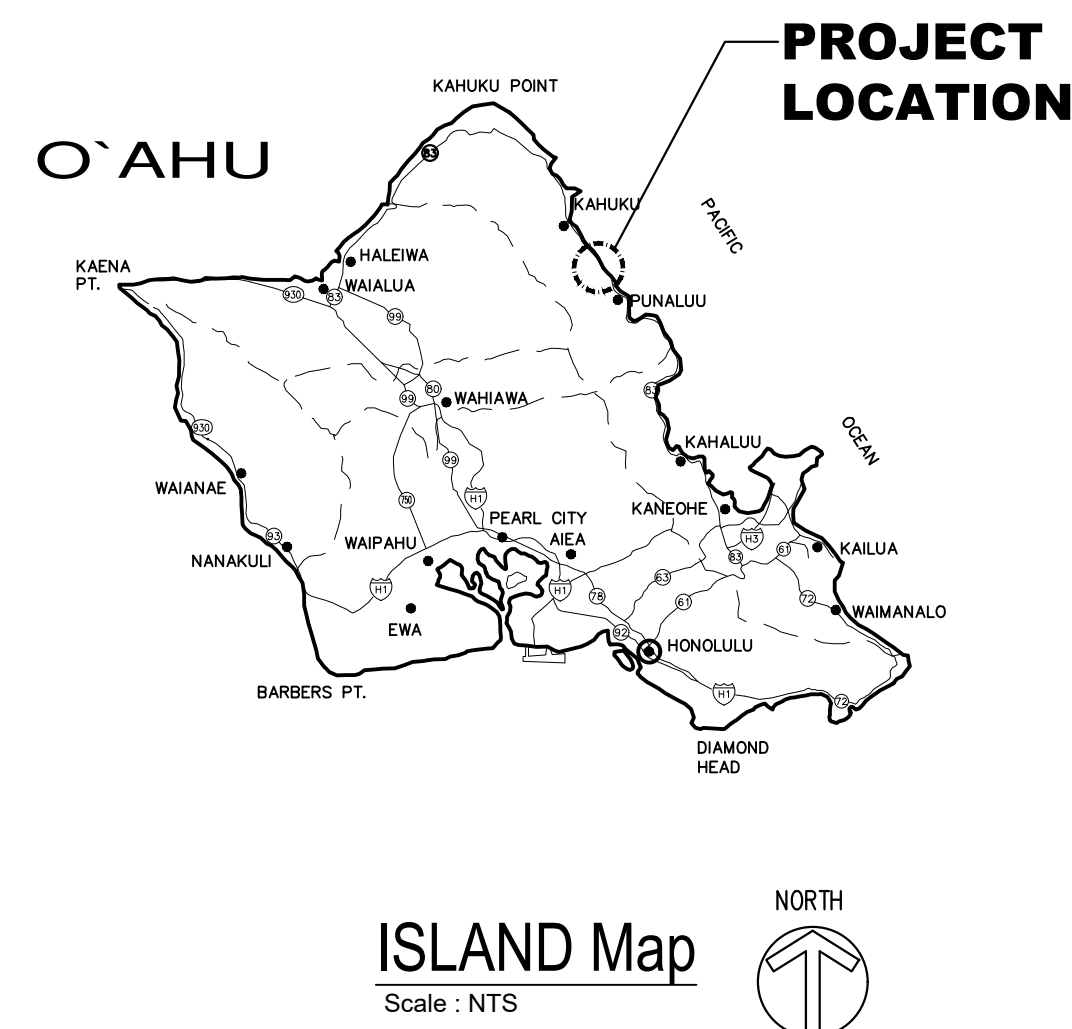
OF SHEETS



# INDIVIDUAL WASTEWATER SYSTEMS FOR BRAHMBHATT RESIDENCE NEW 3BR DWELLING

53-424 KAMEHAMEHA HWY. UNIT 4, HAUULA, HI 96717  
TMK: (1) 5-3-005:070\_0004

NOT FOR CONSTRUCTION  
FOR VARIANCE



**GENERAL CONSTRUCTION NOTES:**

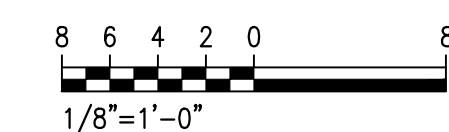
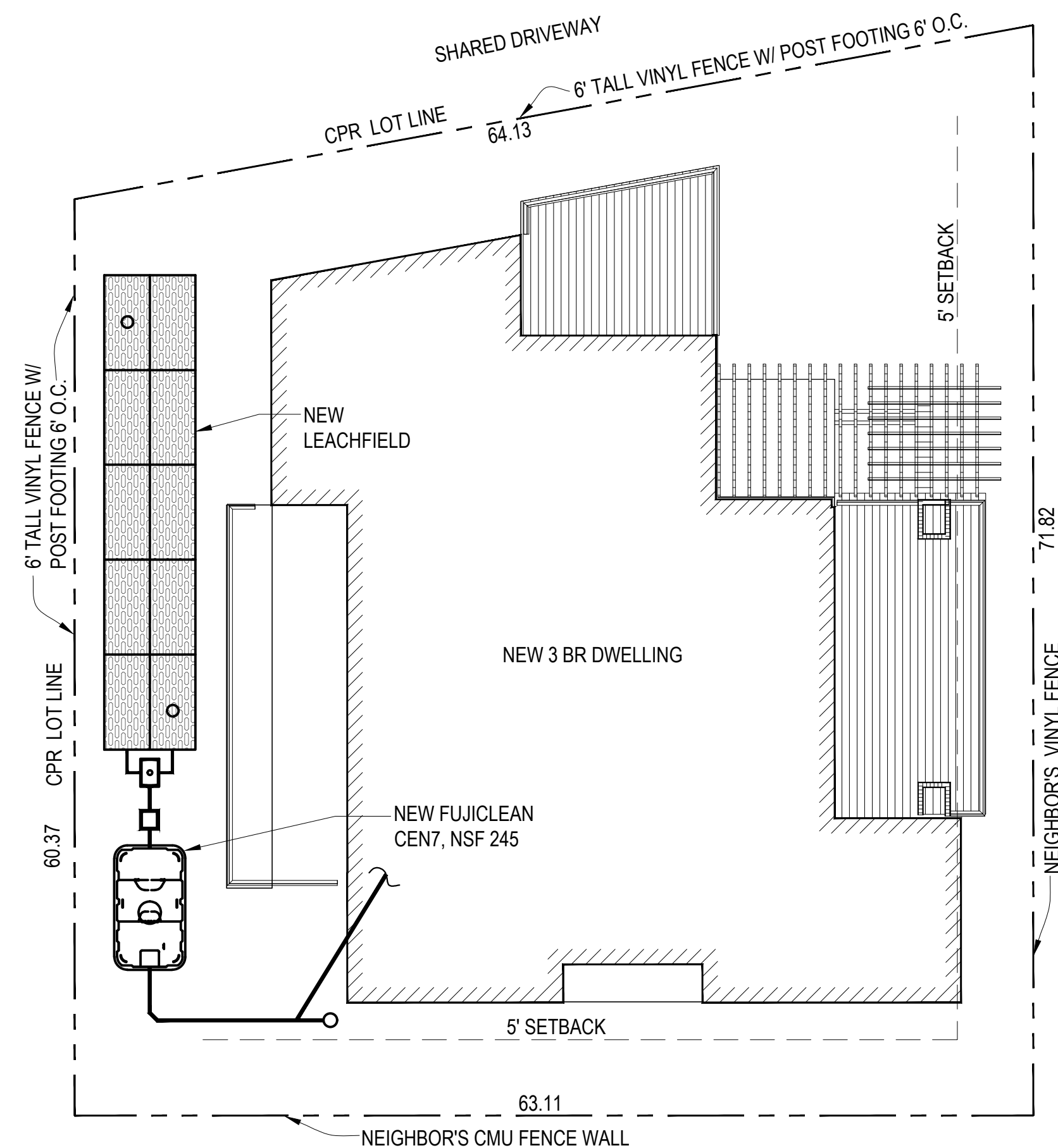
- INSTALLATION OF THIS IWS MUST BE DONE BY A LICENSED CONTRACTOR WHO IS THOROUGHLY FAMILIAR WITH THE CONSTRUCTION REQUIREMENTS AND IS EXPERIENCED IN THE FIELD.
- ALL WORK COVERED UNDER THIS PLAN SHALL CONFORM TO THE LOCAL PLUMBING CODES, UNIFORM PLUMBING CODES, AND DEPARTMENT AND HEALTH REGULATIONS, STATE OF HAWAII.
- ALL BENDS >22.5 DEGREES, AND EVERY 100' INTERVAL, IN THE WASTELINE (BEFORE AND AFTER THE SEPTIC TANK) SHALL BE PROVIDED WITH PROPER CLEANOUT TO GRADE (COTG).
- HORIZONTAL DRAINAGE PIPE TO THE TREATMENT TANK SHALL BE SLOPED ONE FOURTH (1/4) INCH PER FOOT AND MAXIMUM OF 40 FEET IN LENGTH UNLESS APPROVED BY THE ENGINEER.
- ALL WORK MUST BE INSPECTED BY THE DESIGN ENGINEER. EXPOSURE OF THE WASTEWATER SYSTEM WILL BE REQUIRED FOR AN INSPECTION BY THE DESIGN ENGINEER PRIOR TO BACKFILLING. ALSO, DURING THE FINAL INSPECTION, THE IWS CONTRACTOR OR HOMEOWNER SHALL HAVE AVAILABLE A COMPLETED LICENSED CONTRACTOR FORM REQUIRED BY THE WASTEWATER BRANCH (OAHU). IF THE FORM IS NOT PROVIDED FINAL INSPECTION APPROVAL WILL NOT BE GRANTED.
- THE CONTRACTOR OR HOMEOWNER MUST NOTIFY THE IWS DESIGN ENGINEER OF ANY CHANGES TO THE APPROVED PLAN AND SHALL OBTAIN HIS OR HER APPROVAL BEFORE PROCEEDING WITH THE CHANGES.
- THE CONTRACTOR SHALL PROVIDE EFFECTIVE MEASURES FOR THE CONTROL OF FUGITIVE DUST EMISSIONS FROM THE PROJECT AND SURROUNDING AREAS CAUSED BY HIS/HER OPERATIONS. THE CONTRACTOR SHALL CONDUCT ALL OPERATIONS SO THAT EXCAVATION, EMBANKMENT, AND IMPORTED MATERIAL SHALL BE DAMPENED DURING THE GRADING OPERATION TO PREVENT DUST PROBLEMS. THESE MEASURES SHALL MEET THE REQUIREMENTS OF STATE ADMINISTRATIVE RULES, DEPARTMENT OF HEALTH, AIR POLLUTION CONTROL (11-60 & 11-58).
- FINAL ELEVATION OF THE SEPTIC TANK, DISTRIBUTION BOX AND DISPOSAL FIELD WILL BE DETERMINED BY THE CONTRACTOR BASED ON THE ELEVATION OF THE DRAIN LINE FROM THE BUILDING AND MINIMUM DRAIN LINE SLOPES SHOWN ON THESE DRAWINGS.
- APPROVED BACKFILL MATERIAL INCLUDES SANDY LOAM, SAND, PEA GRAVEL OR CRUSHED SCREENINGS S4C. MATERIAL USED FOR BACKFILL SHALL CONTAIN NO STONE, ROCK CONCRETE OR OTHER MATERIAL LARGER THAN 3 INCHES. NO VEGETABLE/ORGANIC MATTER OR "ADOBE" CLAY SHALL BE PERMITTED.
- BACKFILL MATERIAL AROUND THE SEPTIC SYSTEM OR AEROBIC UNIT AND OTHER STRUCTURES SHALL BE COMPACTED IN 12 INCH (MAXIMUM) LIFTS TO 90 % COMPACTION. WATER JETTING WILL BE PERMITTED ONLY IN SANDY SOILS WITH APPROVAL OF THE ENGINEER.
- THE MINIMUM COVERAGE OVER THE SEPTIC TANK OR AEROBIC UNIT AND DISTRIBUTION BOX SHALL BE 12 INCHES. MINIMUM COVER OVER THE ABSORPTION FIELD SHALL BE 12 INCHES. COVER MATERIAL SHALL BE A SOIL. COARSE MATERIALS SUCH AS CINDER OR GRAVEL ARE NOT RECOMMENDED DUE TO POSSIBLE ODOR PROBLEMS.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND INVERT OF ALL EXISTING UNDERGROUND UTILITIES BEFORE COMMENCING THE WORK. ANY DISCREPANCIES DISCOVERED BETWEEN THE FIELD CONDITIONS AND THE DESIGN DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER. ALL EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE PROTECTED AND ANY DAMAGE TO THEM SHALL BE REPAIRED AND PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PERSONAL INJURY RESULTING FROM CONTACT WITH THE EXISTING UTILITIES.
- CONSTRUCTION PLANS ARE VALID FOR A PERIOD OF ONE YEAR FROM THE DATE OF APPROVAL; IF CONSTRUCTION DOES NOT COMMENCE WITHIN THIS ONE-YEAR TIME FROM THE DATE OF APPROVAL THE CONSTRUCTION PLANS SHALL BE RESUBMITTED TO DEPARTMENT OF HEALTH FOR REVIEW AND APPROVAL.
- WHEREVER CONNECTIONS TO THE EXISTING UTILITIES ARE SHOWN ON THE PLANS, THE CONTRACTOR SHALL EXPLORE THE EXISTING LINES PRIOR TO EXCAVATION OF MAIN TRENCHES TO VERIFY THEIR LOCATION AND DEPTH.
- SHOULD HISTORIC REMAINS SUCH AS ARTIFACTS, BURIALS, CONCENTRATIONS OF SHELL OR CHARCOAL BE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES, WORK SHALL CEASE IMMEDIATELY IN THE IMMEDIATE VICINITY OF THE FIND, AND THE FIND SHALL BE PROTECTED FROM FURTHER DAMAGE. THE CONTRACTOR SHALL CONTACT THE STATE HISTORIC PRESERVATION DIVISION (PH 629-8015), WHICH WILL ASSESS THE SIGNIFICANCE OF THE FIND AND RECOMMEND AN APPROPRIATE MITIGATION MEASURE, IF NECESSARY.
- BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE EMPLOYED AT ALL TIMES TO THE MAXIMUM EXTENT PRACTICABLE TO PREVENT DAMAGE BY SEDIMENTATION, EROSION OR DST TO STREAMS, WATERCOURSES, NATURAL AREAS AND THE PROPERTY OF OTHERS.

**GENERAL NOTES:**

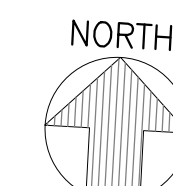
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER NO LATER THAN 3 BUSINESS DAYS PRIOR TO COMMENCEMENT OF EXCAVATION FOR THE IWS.
- INSPECTION OF THE COMPLETED SYSTEM MUST BE DONE BY THE ENGINEER BEFORE BACKFILLING.
- ALL EQUIPMENT SUBSTITUTIONS OR LOCATION CHANGES TO BE VERIFIED WITH DESIGN ENGINEER PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL BARRICADES AND SAFETY DEVICES AND TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION OF THE WORK AND THE CONVENIENCE AND SAFETY OF THE PUBLIC.

**CONSTRUCTION NOTES:**

- SEWER LINES SHALL SLOPE AT 2%.
- TO MAKE THE TRANSITION BETWEEN SEPTIC TANK PIPE OUTLET ELEVATION AND THE ABSORPTION BED ELEVATION THE SCOPE OF THE DRAINPIPE FROM THE SEPTIC TANK OUTLET TO THE DISTRIBUTION BOX SHALL BE INCREASED TO SUIT.
- THE SLOPE FROM THE DISTRIBUTION BOX TO THE END OF THE DISTRIBUTION LINE IS TO BE BETWEEN 1" AND 2" PER 50" OF LENGTH.
- ANY LARGE TREES SHALL BE A MINIMUM OF 10 FEET AWAY FROM THE ABSORPTION AREA OR THE USE OF A ROOT INHIBITOR SHALL BE REQUIRED.
- ANY ABNORMAL DRAINAGE TO BE DIVERTED AROUND DISPOSAL AND TANK AREAS USING BERMS, CULVERTS OR DITCHES AS APPROPRIATE.
- CONCRETE ANCHORS REQUIRED ON TANK IF GROUNDWATER IS OBSERVED.
- THE SEASONAL HIGH "GROUND WATER LEVEL" SHALL BE THREE FEET (3 FT) MINIMUM BELOW THE BOTTOM OF THE ABSORPTION FIELDS AND/OR SEEPAGE PIT. THE CONTRACTOR SHALL NOTIFY ACSI IF GROUNDWATER, ROCK, IMPERVIOUS CLAY OF FILL MATERIAL IS FOUND ABOVE THIS LEVEL BEFORE PROCEEDING WITH CONSTRUCTION.
- IF THE CONTRACTOR HAS ANY QUESTIONS PLEASE CONTACT ACSI AT 808-349-9076.



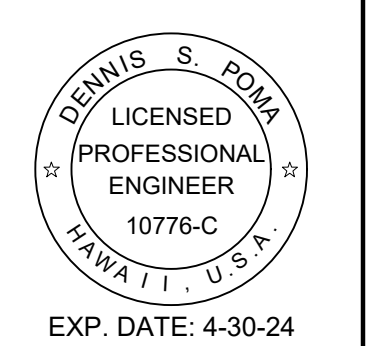
1 SITE LAYOUT PLAN  
C001 Scale: 1/8"=1'-0"



**Advanced Compliance Solutions, Inc.**

Civil Engineer: Dennis Poma  
94-515 Ukee Street,  
Suite 301  
Waipahu, Hawaii 96797  
Office: 808.349.9076  
dennis.poma@acsihawaii.com

**BRAHMBHATT RESIDENCE**  
53-424 KAMEHAMEHA HWY., HAUULA, HI, 96717  
TMK: (1) 5-3-005:070-0004  
TITLE, LOCATION MAPS, SITE LAYOUT PLAN & NOTES



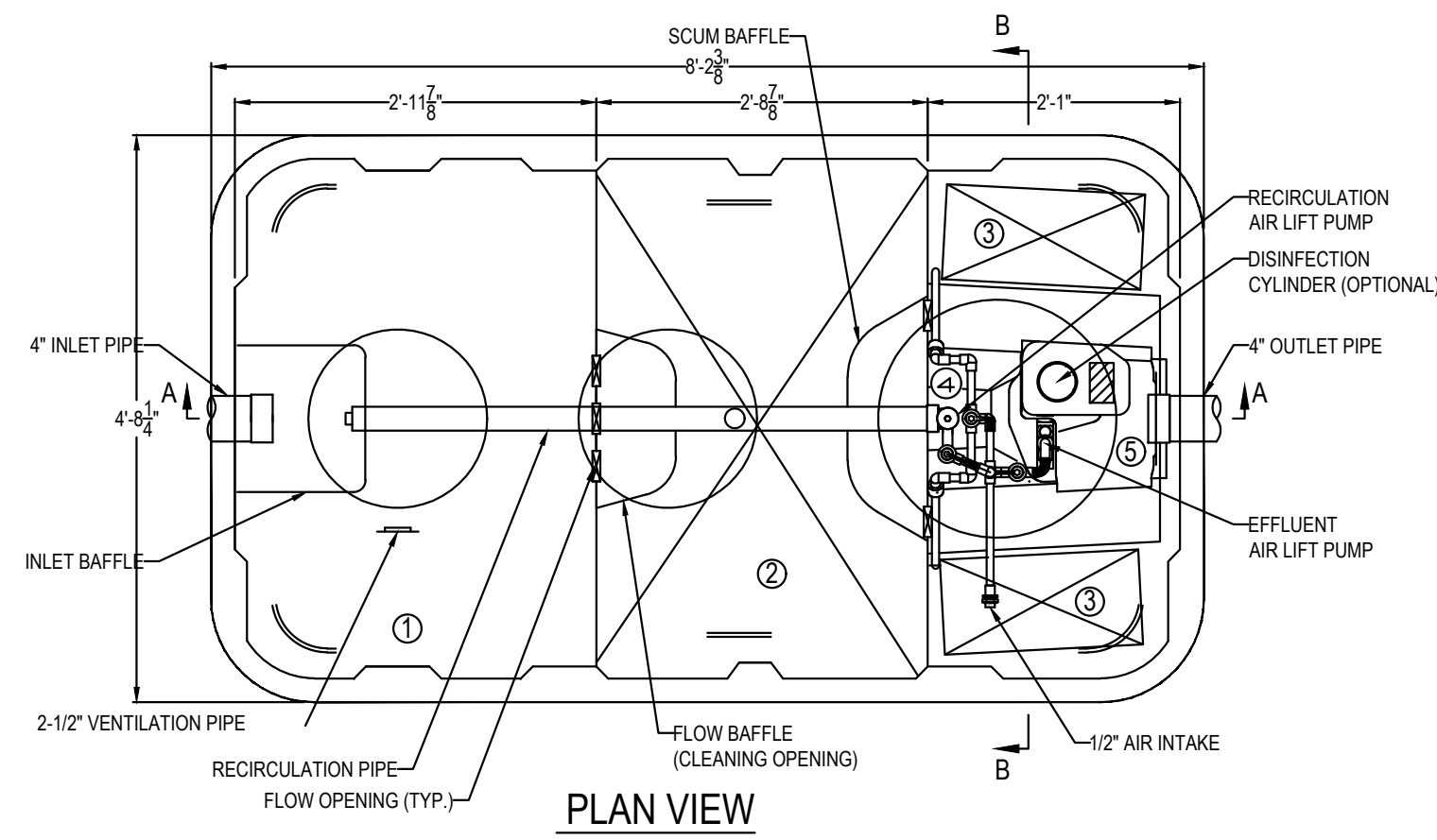
.IDPoma Signature.tif  
This work was prepared by me or under my supervision and construction of this project will be under my observation.

date: 5/4/2022  
drawn: TCS  
job number: 22-018  
sheet number:

C001

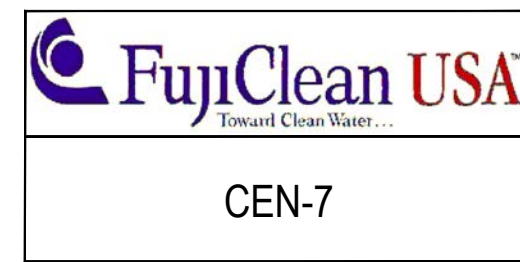
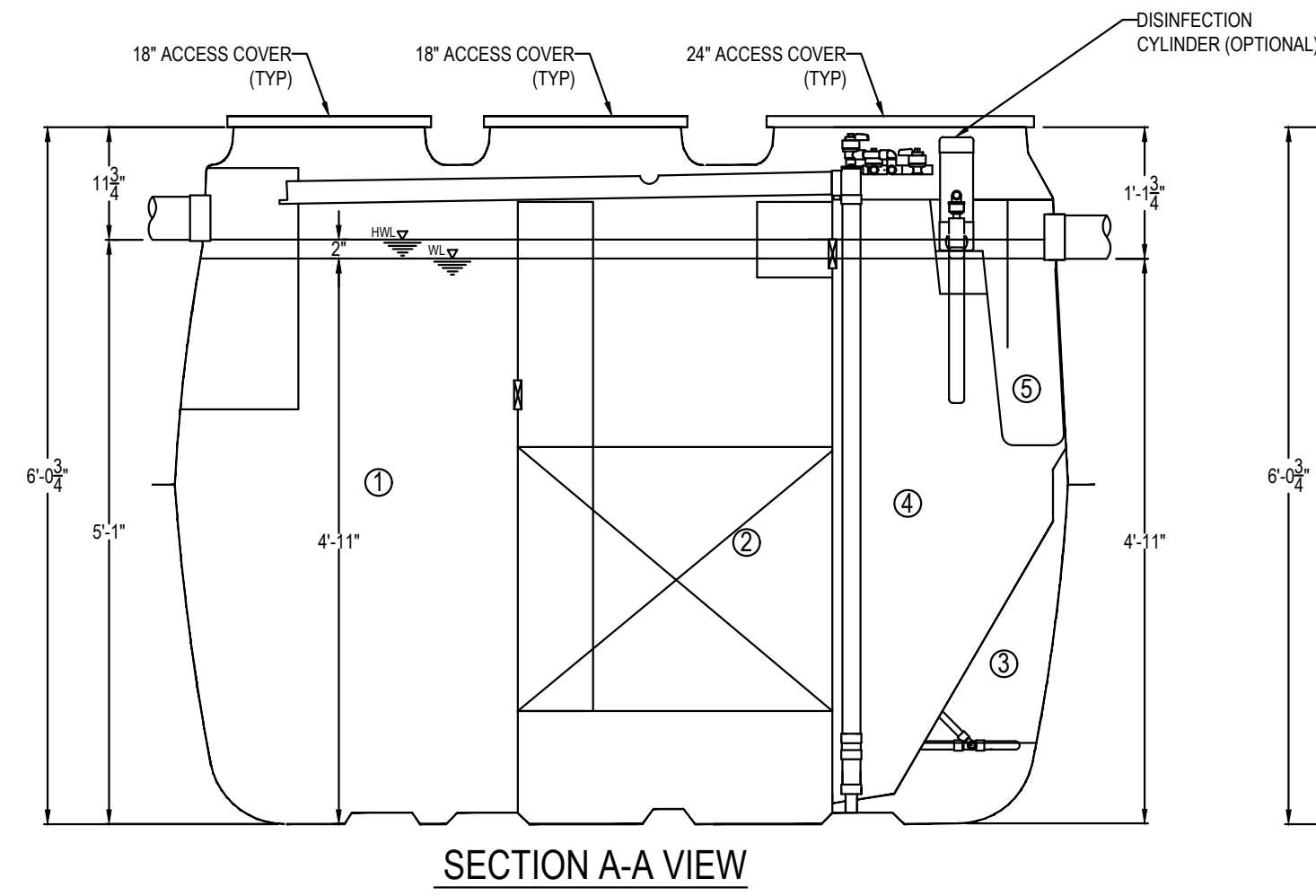
22-018\_brahmbhatt-iws-sheets.dwg  
Tuesday, May 24, 2022 2:11:21 PM





CHAMBER	Volume (gal)
① Sedimentation Chamber	397
② Anaerobic Filtration Chamber	396
③ Aerobic Contact Filtration Chamber	181
④ Clarification Chamber	90
⑤ Disinfection Chamber	6
<b>Total Volume</b>	<b>1069</b>

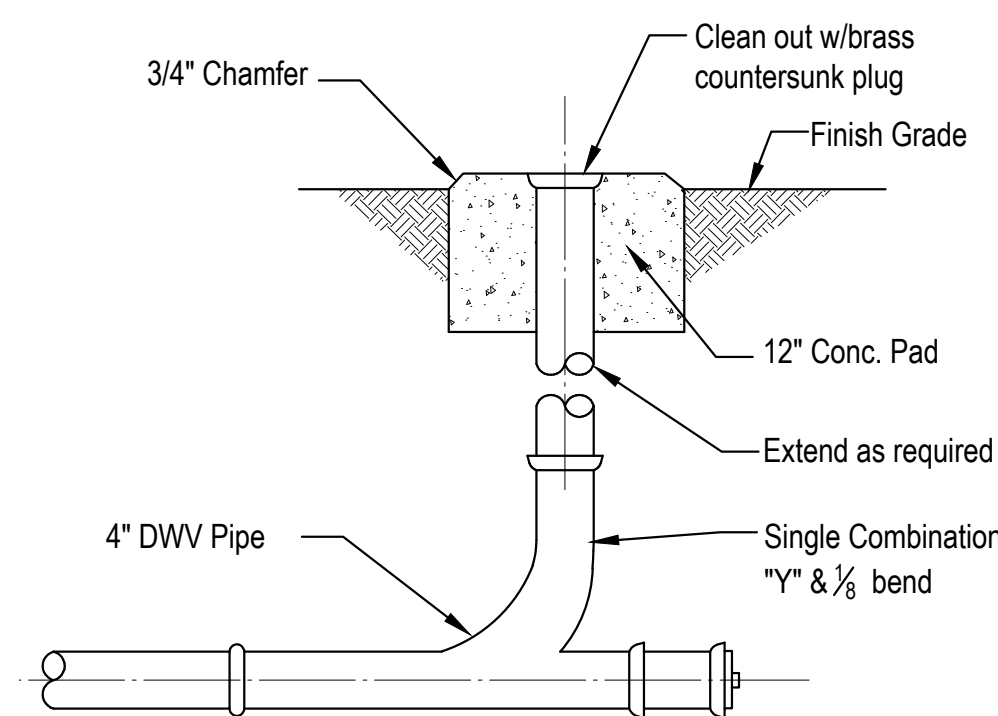
SPECIFICATIONS	
Anaerobic Media	PP / PE
Board Type Aerobic Media	PVC / PP / PE
Aerobic Media	PP / PE
Blower	3.5cfm
Tank	FRP
Piping	PVC / PP / PE
Access Covers	Plastic / Cast Iron
Disinfectant (Optional)	Chlorine Tablets



**1 FUJICLEAN CEN-7 TANK**  
C002 Scale : NTS (OR APPROVED EQUAL)

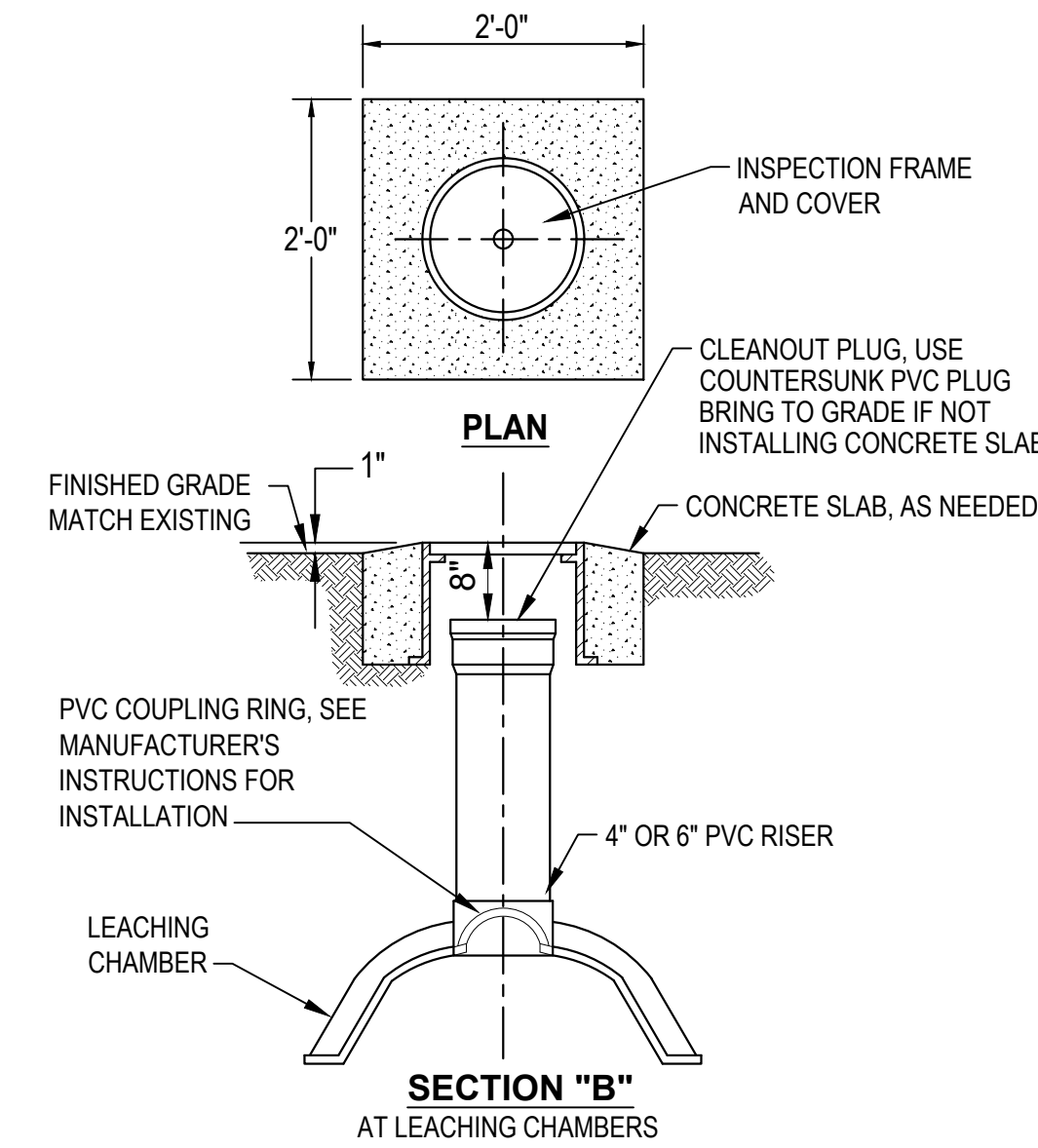
**OPERATIONS AND MAINTENANCE INSTRUCTIONS FOR SEPTIC TANKS AND SLUDGE DISPOSAL**

1. THE SEPTIC TANK SHALL BE INSPECTED ON A YEARLY BASIS BY OPENING THE ACCESS COVER AND CHECKING IF EITHER THE SLUDGE OR SCUM ARE NEAR THE OUTLET PIPE.
2. THE SEPTIC TANK SHALL BE CLEANED OUT IF EITHER A) THE BOTTOM OF THE FLOATING SCUM MAT IS WITHIN THREE INCHES OF THE BOTTOM OF THE OUTLET PIPE; OR B) SLUDGE COMES WITHIN SIX INCHES OF THE BOTTOM OF THE OUTLET PIPE.
3. CLEANING THE TANK WILL CONSIST OF PUMPING OUT THE CONTENTS INTO A TANK TRUCK AND HAULING IT TO A STATE HEALTH DEPARTMENT APPROVED POINT OF DISPOSAL. THE SEPTIC TANK SHOULD NOT BE WASHED OR DISINFECTED AFTER PUMPING. A THREE-INCH DEPTH OF RESIDUAL SLUDGE SHALL BE LEFT IN THE TANK FOR SEEDING PURPOSES.
4. A SEPTIC TANK SHOULD NOT BE ENTERED BY ANYONE UNLESS PROPER SAFETY PROCEDURES ARE FOLLOWED. THERE IS A POTENTIAL HAZARD OF EXPLOSION OF GASES AND/OR ASPHYXIATION OF PERSONNEL IF PRECAUTIONS ARE NOT TAKEN.
5. CHEMICALS OR DISINFECTANTS DO NOT IMPROVE THE OPERATION OF SEPTIC TANKS AND ARE NOT RECOMMENDED. ORDINARY CHEMICALS USED IN THE HOUSEHOLD IN SMALL QUANTITIES WILL NOT ADVERSELY AFFECT THE OPERATION OF THE SEPTIC TANK.
6. PAPER TOWELS, NEWSPAPER, WRAPPING PAPER, RAGS, STICKS, AND GREASE SHOULD NOT BE FLUSHED DOWN THE SEPTIC TANK. THEY WILL NOT DECOMPOSE AND WILL LEAD TO CLOGGING OF THE PIPING AND ADJACENT SOIL.
7. IMPROPER OPERATION AND MAINTENANCE OF THE SEPTIC TANK WILL LEAD TO EARLY FAILURE OF THE DISPOSAL SYSTEM BY CLOGGING THE PIPING AND ADJACENT SOIL. THIS WILL RESULT IN SEPTIC TANK OVERFLOWS AND DISPOSAL SYSTEM FLOODING. COMPLETE REPLACEMENT OF THE DISPOSAL SYSTEM MAY BE THEN REQUIRED.

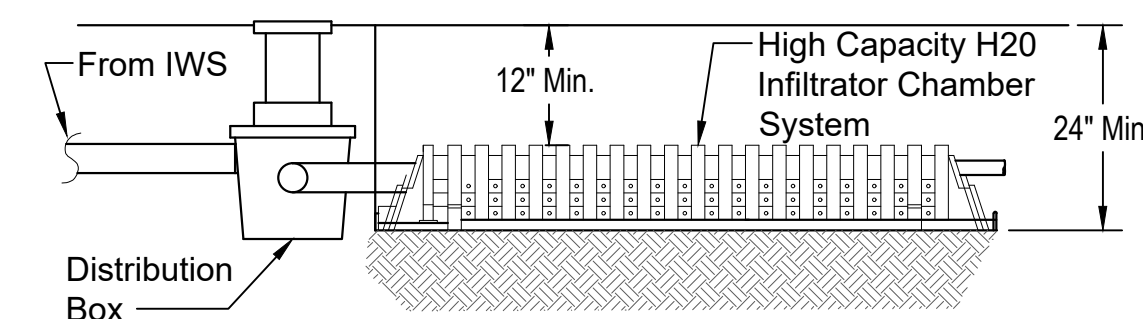


**4 Cleanout To Grade**  
C002 Scale : NTS

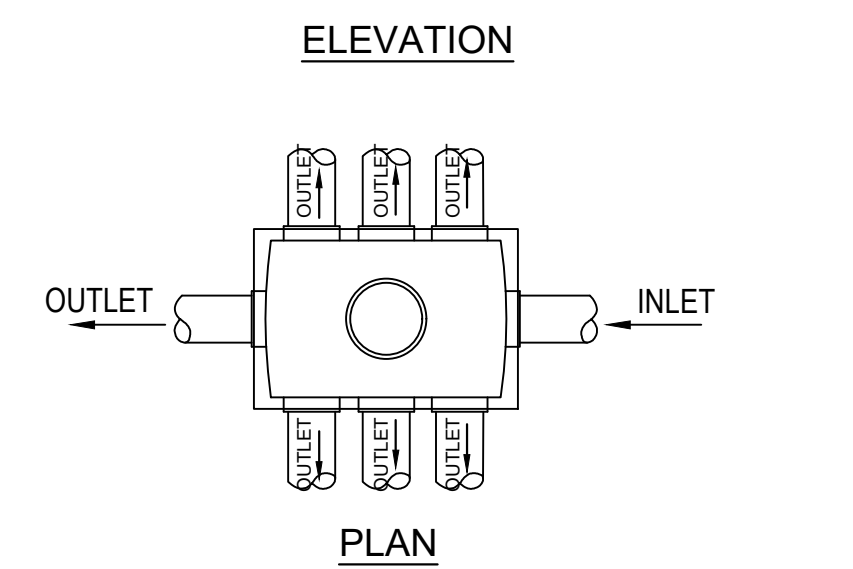
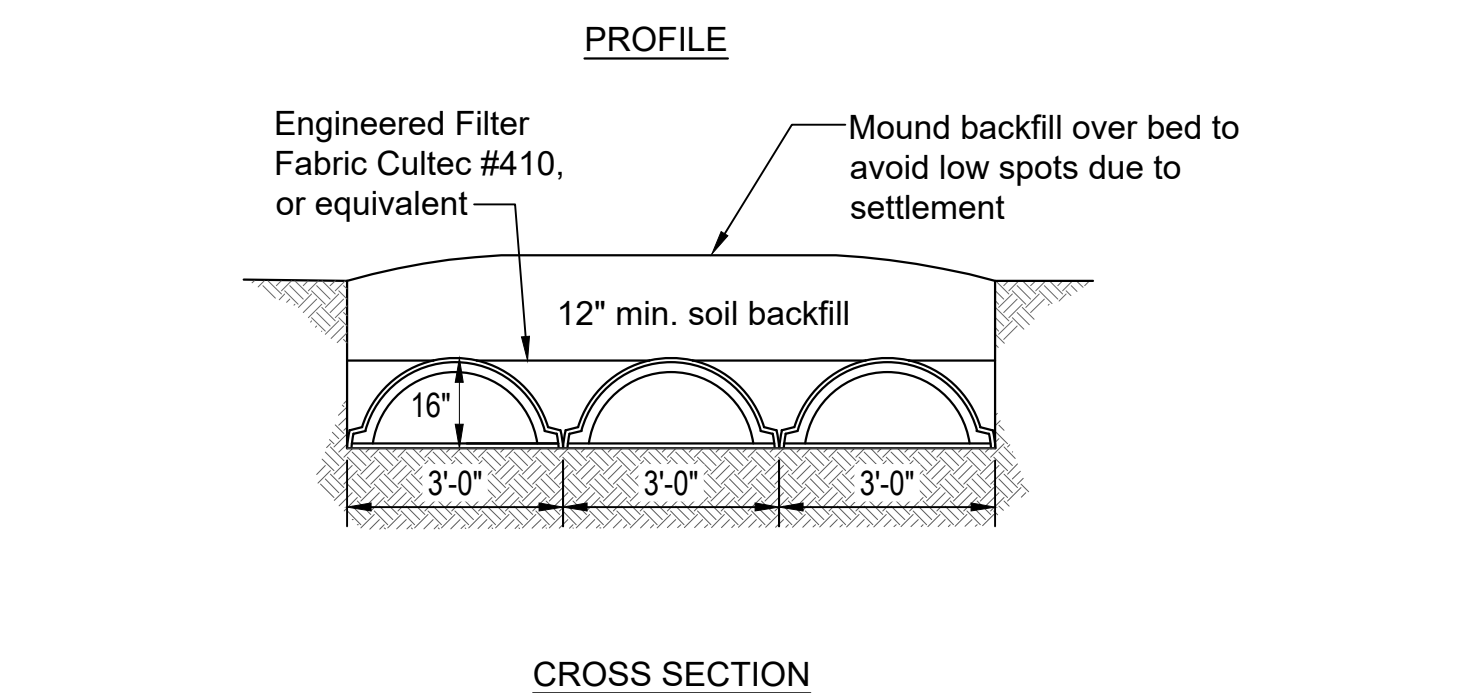
DESIGN CALCULATIONS			
<b>1.0 Site Information</b>			
Owner/Contact	Brahmbhatt	Design Flow	1,000 gpd
Address	53-424 Kamehameha Hwy, Hauula, HI	Treatment Capacity Required	1,000 gpd
		Type of Disposal	Leachfield
T.M.K.	(1) 5-3-005:070_0004		
<b>2.0 Disposal Field Calculation - Leachfield</b>			
Percolation Rate	=	1 mpi	
Required Absorption Area	=	70 sf/200 (from Appendix D, Table III, HAR 11-62)	
Required Disposal Area	=	3 BR (x) 70 sf/br	= 210 sf
Chambers Option	=	17% area reduction	
Adjusted Area	=	210 sf (x) 0.83	= 174 sf
		<b>Required Disposal Area</b>	<b>= 174 sf</b>
Proposed Chamber Field	=	6 ft x 31.25 ft	= <b>187.5 sf</b>



**3 INSPECTION PORT DETAIL**  
C002 Scale : NTS



**5 Gravity Sewer Trench Detail**  
C002 Scale : NTS



**CONSTRUCTION NOTE:**  
1. THE DISTRIBUTION BOX SHALL BE SET LEVEL AND ARRANGED SO THAT EFFLUENT IS EVENLY DISTRIBUTED TO EACH DISTRIBUTION LINE.

**6 DISTRIBUTION BOX**  
C002 Scale : NTS

**2 H-20 HIGH CAPACITY CHAMBER SYSTEM TYPICAL BED DETAIL**  
C002 Scale : NTS

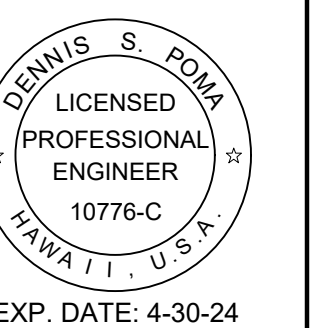


**Advanced Compliance Solutions, Inc.**

Civil Engineer: Dennis Poma  
94-515 Ukee Street,  
Suite 301  
Waipahu, Hawaii 96797  
Office: 808.349.9076  
dennis.poma@acsihawaii.com

**BRAHMBHATT RESIDENCE**  
53-424 KAMEHAMEHA HWY., HAUULA, HI, 96717  
TMK: (1) 5-3-005:070-0004

DETAILS & NOTES



EXP. DATE: 4-30-24

.IDPoma Signature.tif

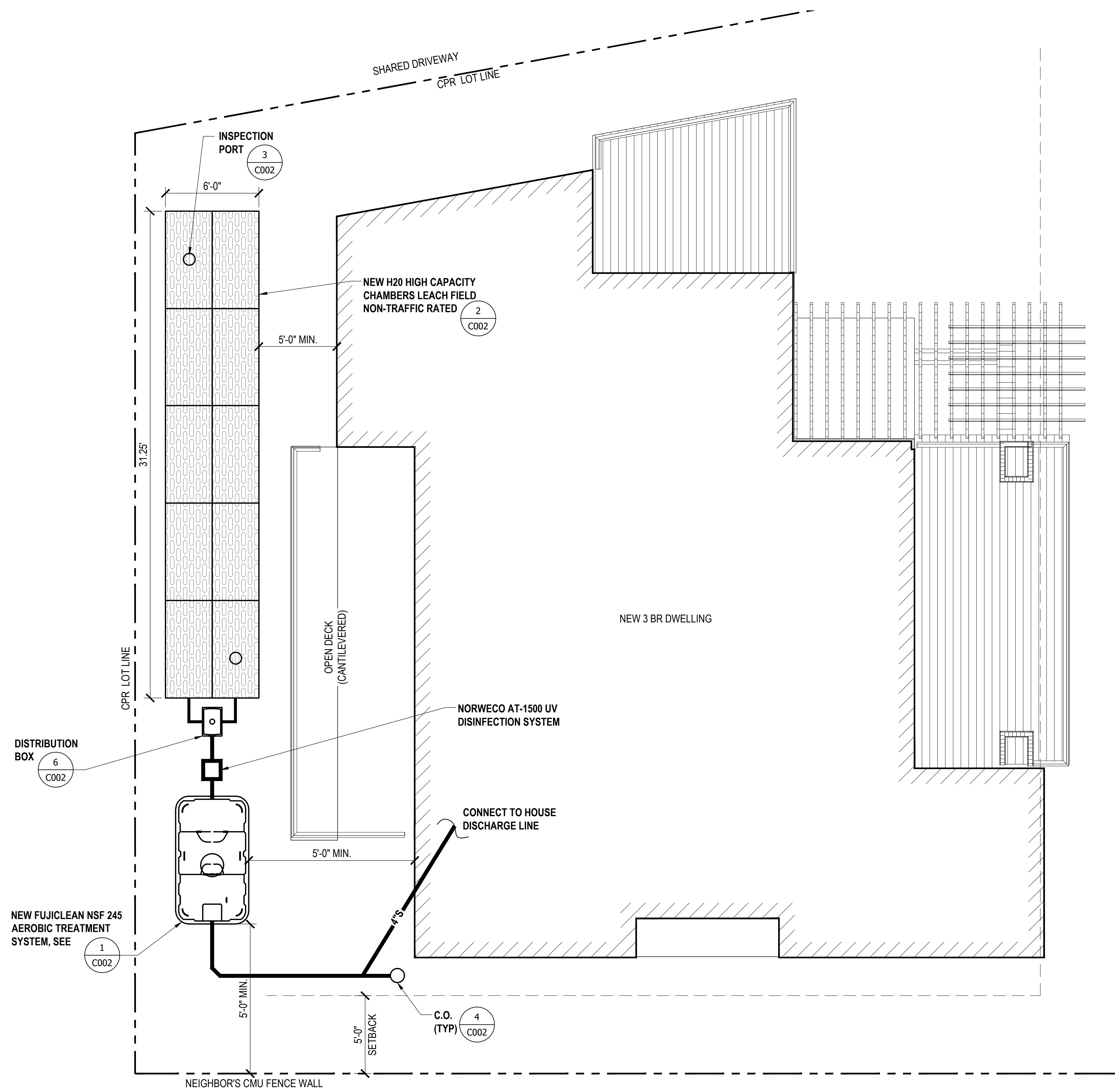
This work was prepared by me or under my supervision and construction of this project will be under my observation.

date: 5/4/2022  
drawn: TCS  
job number: 22-018  
sheet number:

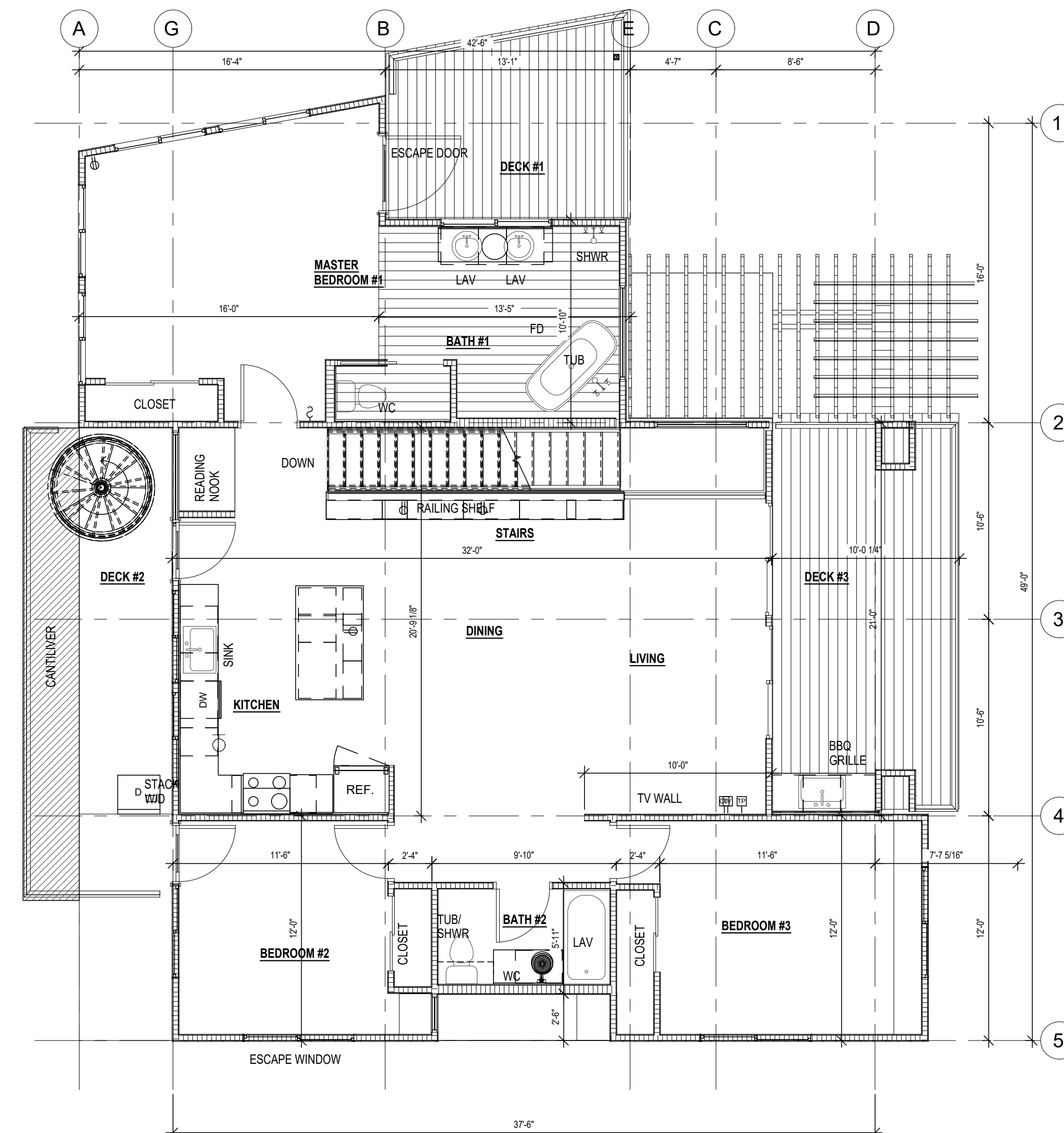
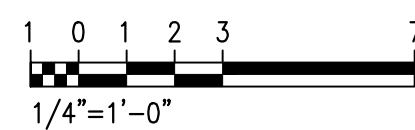
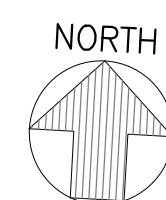
**C002**



22-018\_brahmbhatt-iws-sheets.dwg  
 Tuesday, May 24, 2022 2:11:21 PM



**1 ENLARGED SITE PLAN**  
 C003 Scale : 1/4"=1'-0"



**2 FLOOR PLAN**  
 C003 Scale : 3/16"=1'-0"

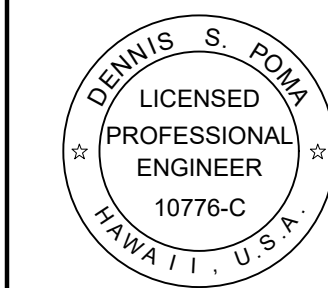


**Advanced Compliance Solutions, Inc.**

Civil Engineer: Dennis Poma  
 94-515 Ukee Street,  
 Suite 301  
 Waipahu, Hawaii 96797  
 Office: 808.349.9076  
 dennis.poma@acsihawaii.com

**BRAHMBHATT RESIDENCE**  
 53-424 KAMEHAMEHA HWY., HAUULI, HI, 96717  
 TMK: (1) 5-3-005:070-0004

ENLARGED SITE PLAN & FLOOR PLANS



EXP. DATE: 4-30-24

.JDPoma Signature.tif

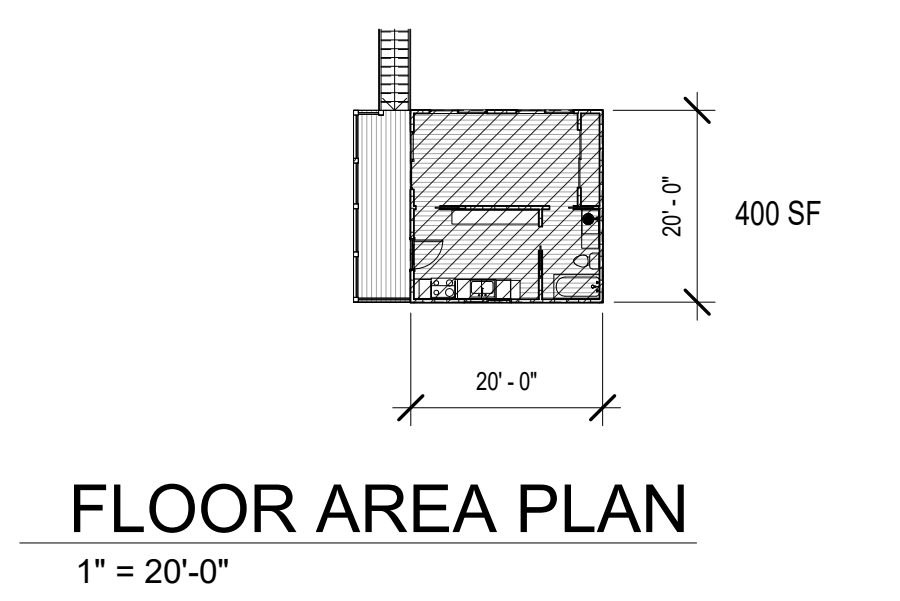
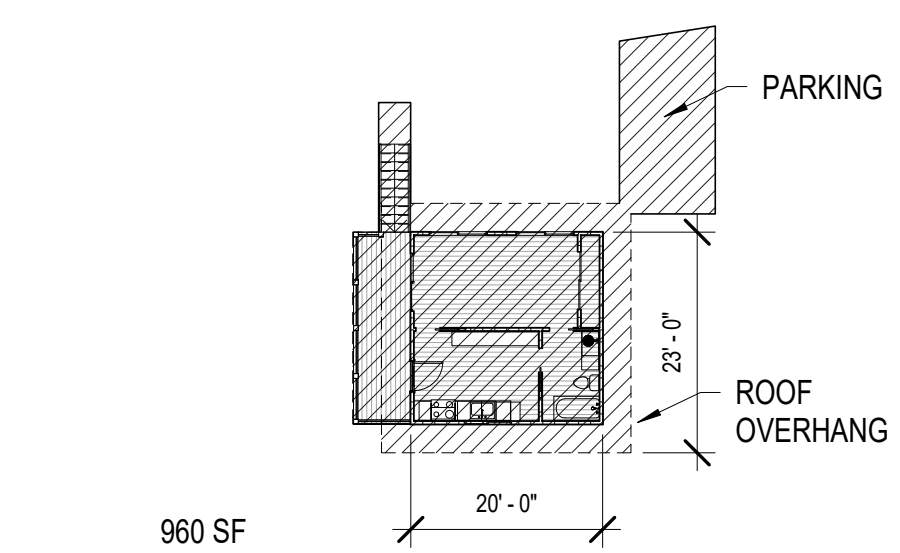
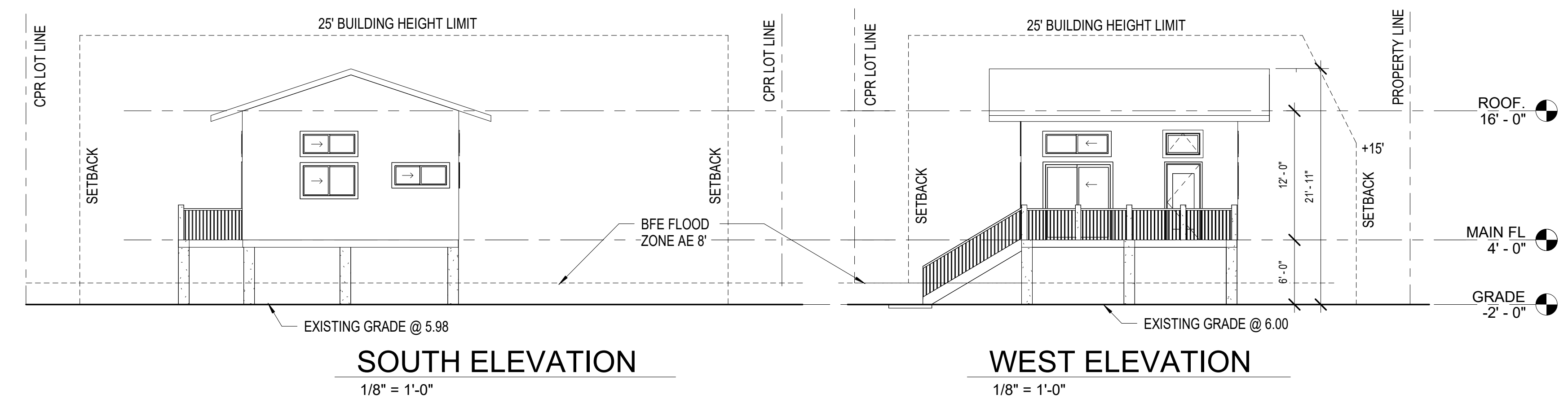
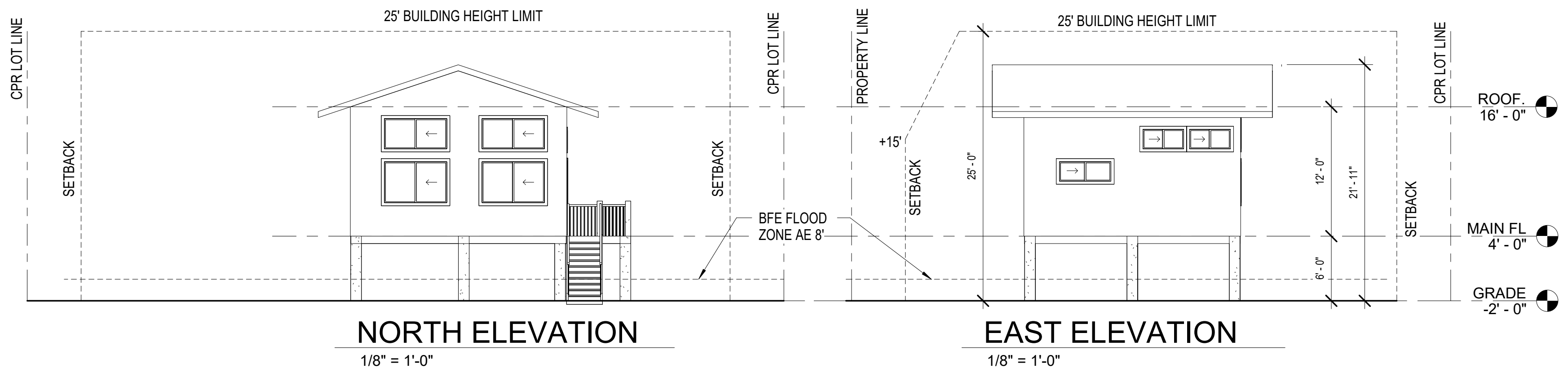
This work was prepared by me or under my supervision and construction of this project will be under my observation.

date: 5/4/2022  
 drawn: TCS  
 job number: 22-018  
 sheet number:

**C003**



# Unit #5



**PROJECT SCOPE:**  
CONSTRUCT NEW SINGLE FAMILY DWELLING

**ADDRESS:** 53-424 KAMEHAMEHA HIGHWAY #5

**LUO DATA:**

TMK: 5-3-005:070 CPR LOT #5  
LOT AREA: 211,397 SF (LOT #5: 4,099 SF)  
ZONING: R-5 / AG-2

MAXIMUM BUILDING AREA ALLOWED (50%) LOT #5: 2,049 SF

**BUILDING AREA:**  
SINGLE FAMILY DWELLING 400.00 SF

**FLOOR AREA:**  
SINGLE FAMILY DWELLING 400.00 SF < 0.6 FAR 2,459.40 SF

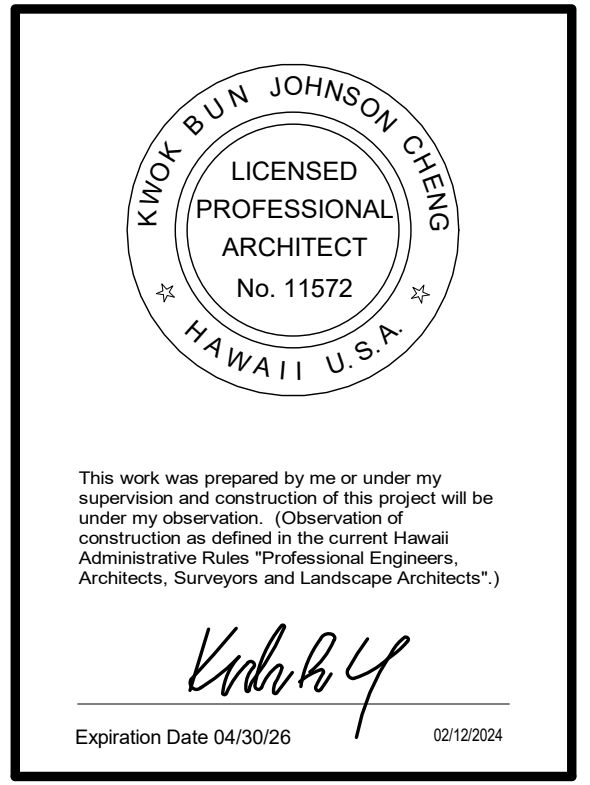
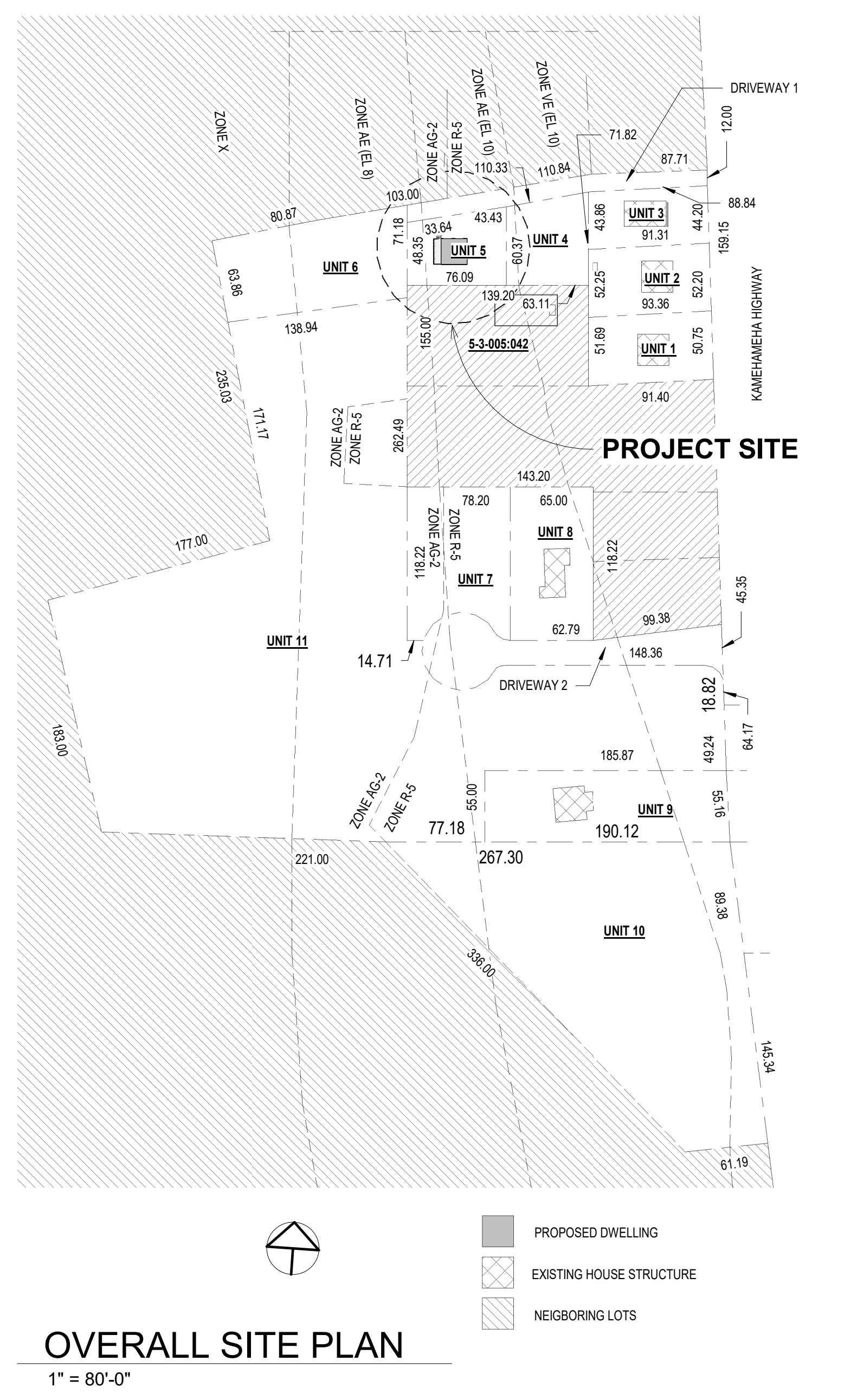
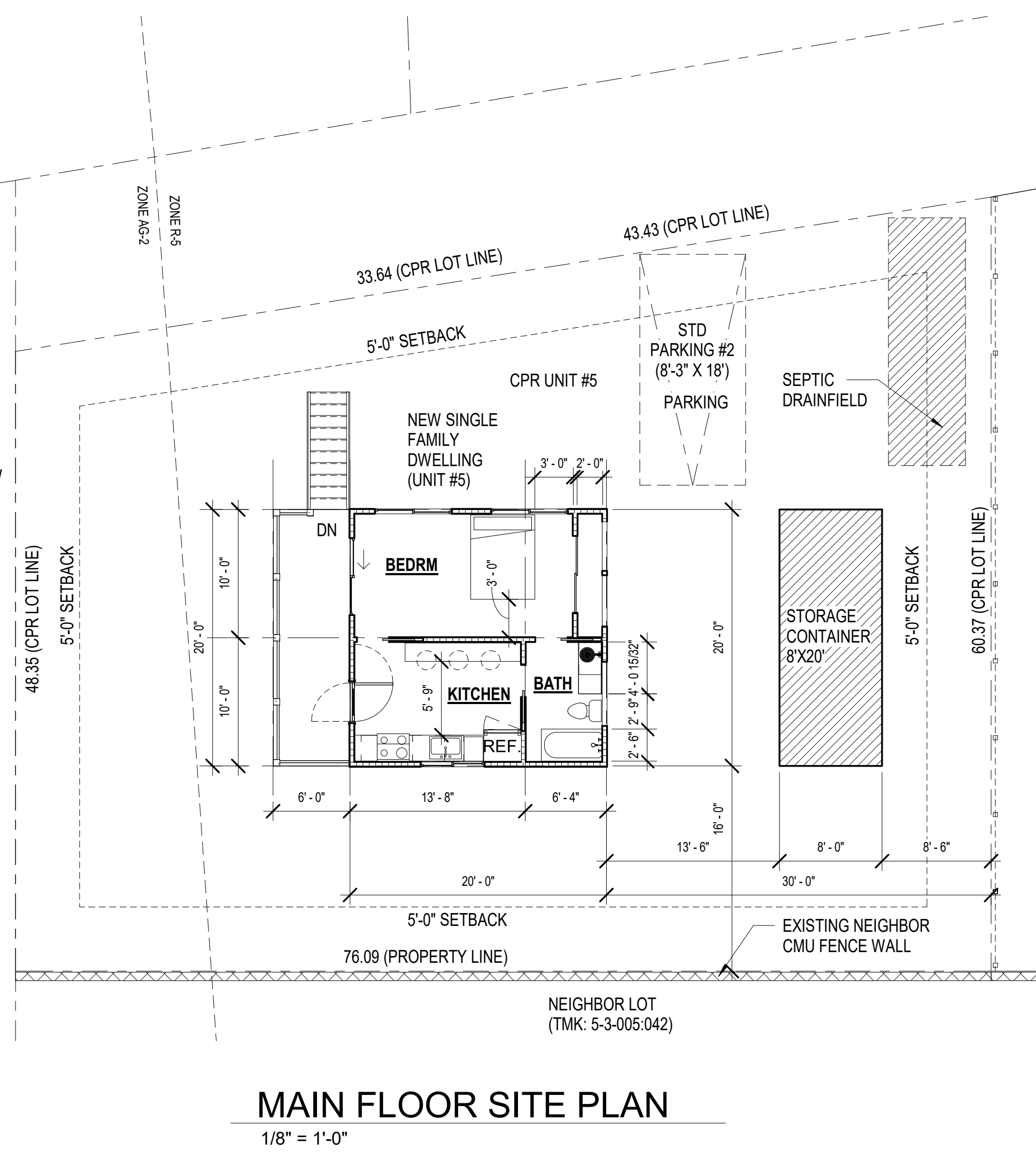
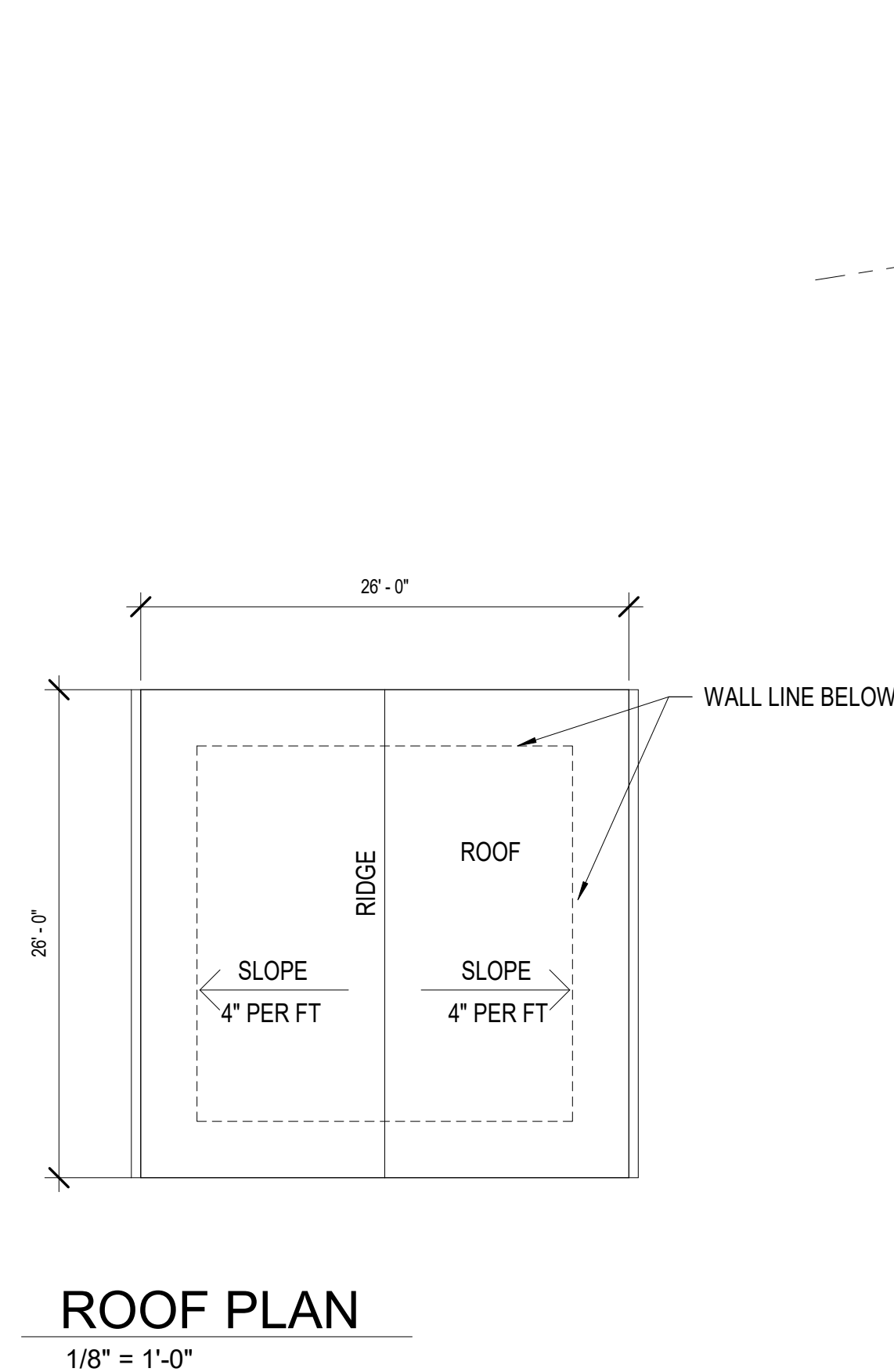
NO ADDITIONAL REQUIREMENT PER BILL 57 / ORD 20-43.

**BATHROOM COUNTS**  
SINGLE FAMILY DWELLING 1 BATH  
MAX ALLOW PER BILL 57 (2020) / ORD 20-43 4 BATH PER UNIT

	REQUIRED	PROVIDED
PARKING FOR 400.00 SF	1	1
PARKING PER BILL 2 (2020) / ORD 20-41	1	1

NOT LIVING FLOOR AREA PER LUO 21-10-4  
DECK (NOT COVERED) 120.00 SF

**IMPERVIOUS AREA** 960 SF (3,074 SF MAX = 75% OF LOT SIZE)  
**BUILDING + ROOF OVERHANG + OPEN DECK + STAIRS LANDING + PARKING PAVING**



Contractor shall carefully verify all dimensions, materials, existing site conditions and field measurements, study and compare the construction documents and notify the Architect of any discrepancy, inconsistency or omission he may discover before proceeding with the work. Contractor shall be solely responsible for all construction means, methods, techniques, equipment and procedures and for the coordinating and the supervision of all construction work under the contract. All work shall be performed in accordance with all applicable provisions of the Uniform Building Code and all governmental regulations.

REVISION		
REV	DATE	DESCRIPTION

REVISION		
REV	DATE	DESCRIPTION

**KBJCHENG**  
Architecture and Planning

Project: NEW SINGLE FAMILY DWELLING  
53-424 KAMEHAMEHA HIGHWAY #5  
HAULUA, HAWAII 96717  
5-3-005:070

PROJECT INFO  
Description:

DATE	02/12/24
JOB NO.	53-424 KAM 5
DRAWN BY	JC
DESIGNED BY	JC

SHEET NUMBER

# A001

OF SHEETS

Page Intentionally Left Blank



# Unit #6

**CERTIFICATION OF MEETING ITEM NO. 12**  
(Agricultural Building/Structure Exemption List - Refer to HRS §46-88)

Project Name: \_\_\_\_\_

Address: \_\_\_\_\_

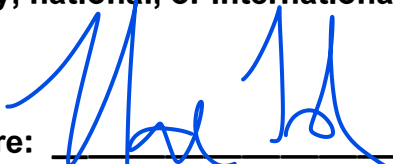
Tax Map Key: \_\_\_\_\_

Property Owner: \_\_\_\_\_

• I hereby certify that I am:

- a professional architect licensed in the State of Hawaii.  
License Number: \_\_\_\_\_
- a professional structural engineer licensed in the State of Hawaii.  
License Number: \_\_\_\_\_
- a responsible managing employee of a licensed general building contractor in the State of Hawaii.  
License Number: \_\_\_\_\_

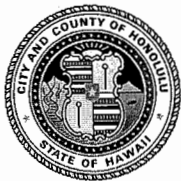
• I hereby certify that the above-subject building/structure meets the requirements of Item No. 12, and has been constructed in accordance with applicable county, national, or international prescriptive construction standards.

Signature:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone No.: \_\_\_\_\_



Department of Planning and Permitting (DPP)  
 Customer Service Office – Permit Issuance Branch  
 650 South King Street, 1st Floor  
 Honolulu, Hawaii 96813  
 (808) 768-8220

<b>FOR DPP USE ONLY</b>	
<input type="checkbox"/>	Declaration Unacceptable (Return to Applicant)
<input type="checkbox"/>	Declaration Accepted:
DECLARATION NO. _____	
DATE: _____	

**DECLARATION OF COMPLIANCE WITH HAWAII REVISED STATUTES (HRS) §46-88  
 RELATING TO EXEMPTED AGRICULTURAL STRUCTURES**

Project Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Tax Map Key: \_\_\_\_\_  
 Property Area (acres): \_\_\_\_\_  
 Description of Structure: \_\_\_\_\_  
 Location of Structure (Latitude/Longitude): Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_  
 Dimensions of Structure (Length x Width): \_\_\_\_\_  
 Floor Area of Structure (sq. ft.): \_\_\_\_\_  
 Aggregate Floor Area of Exempted Structures (sq. ft.): \_\_\_\_\_  
 Distance from Nearest Structure (ft.): \_\_\_\_\_  
 Structure Composition: \_\_\_\_\_  
 Exemption No. (See attached Exemption List): \_\_\_\_\_  
 If Exemption No. 7 or 12, provide structural span (ft.): \_\_\_\_\_  
 Structure is:  Proposed  Existing  
 Electrical improvements to be installed?  Yes  No (If yes, a building permit is required)  
 Plumbing improvements to be installed?  Yes  No (If yes, a building permit is required)

**NOTE: Provide a plot plan showing approximate location of structure, property lines, other structures, setbacks to other structures, dimensions of structure, and any other pertinent information. The plot plan should be on 8-1/2" x 11" paper or larger. Attach extra sheets as necessary. Submit HARD COPIES ONLY, no emails or fax submittals will be accepted.**

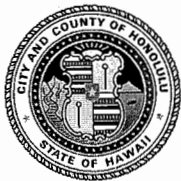
This form and plot plan should be submitted to: Department of Planning and Permitting (DPP)  
 Customer Service Office, Permit Issuance Branch  
 650 South King Street, 1<sup>st</sup> Floor  
 Honolulu, Hawaii 96813

**OWNERS CERTIFICATION/DECLARATION**

- I declare this project to be exempt from applicable building permit/code requirements under the provisions of HRS §46-88 (as amended). I have read and fully understand HRS §46-88, and certify that the project is in compliance.
- I understand that this exemption only applies to certain building permit/code requirements. I shall obtain all other required permits and approvals and shall comply with all applicable codes and laws associated with this development, which may include but not be limited to, Special Management Area, Flood Hazard, electrical, plumbing, grading, driveway, work in County/State right-of-ways, fire, wastewater, and State Department of Health requirements.
- I understand that the issuance of a declaration number by County should not be taken to mean that compliance with HRS §46-88 has been confirmed, and that is my sole responsibility to confirm compliance. The State or County shall not be liable for any claims arising from construction of buildings, structures, or appurtenances thereto exempt from the building code and permitting process as described in HRS §46-88.

Property Owner: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_





Department of Planning and Permitting (DPP)  
 Customer Service Office – Permit Issuance Branch  
 650 South King Street, 1st Floor  
 Honolulu, Hawaii 96813  
 (808) 768-8220

<b>FOR DPP USE ONLY</b>	
<input type="checkbox"/>	Declaration Unacceptable (Return to Applicant)
<input type="checkbox"/>	Declaration Accepted:
DECLARATION NO. _____	
DATE: _____	

**DECLARATION OF COMPLIANCE WITH HAWAII REVISED STATUTES (HRS) §46-88  
 RELATING TO EXEMPTED AGRICULTURAL STRUCTURES**

Project Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Tax Map Key: \_\_\_\_\_  
 Property Area (acres): \_\_\_\_\_  
 Description of Structure: \_\_\_\_\_  
 Location of Structure (Latitude/Longitude): Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_  
 Dimensions of Structure (Length x Width): \_\_\_\_\_  
 Floor Area of Structure (sq. ft.): \_\_\_\_\_  
 Aggregate Floor Area of Exempted Structures (sq. ft.): \_\_\_\_\_  
 Distance from Nearest Structure (ft.): \_\_\_\_\_  
 Structure Composition: \_\_\_\_\_  
 Exemption No. (See attached Exemption List): \_\_\_\_\_  
 If Exemption No. 7 or 12, provide structural span (ft.): \_\_\_\_\_  
 Structure is:  Proposed  Existing  
 Electrical improvements to be installed?  Yes  No (If yes, a building permit is required)  
 Plumbing improvements to be installed?  Yes  No (If yes, a building permit is required)

**NOTE: Provide a plot plan showing approximate location of structure, property lines, other structures, setbacks to other structures, dimensions of structure, and any other pertinent information. The plot plan should be on 8-1/2" x 11" paper or larger. Attach extra sheets as necessary. Submit HARD COPIES ONLY, no emails or fax submittals will be accepted.**

This form and plot plan should be submitted to: Department of Planning and Permitting (DPP)  
 Customer Service Office, Permit Issuance Branch  
 650 South King Street, 1<sup>st</sup> Floor  
 Honolulu, Hawaii 96813

**OWNERS CERTIFICATION/DECLARATION**

- I declare this project to be exempt from applicable building permit/code requirements under the provisions of HRS §46-88 (as amended). I have read and fully understand HRS §46-88, and certify that the project is in compliance.
- I understand that this exemption only applies to certain building permit/code requirements. I shall obtain all other required permits and approvals and shall comply with all applicable codes and laws associated with this development, which may include but not be limited to, Special Management Area, Flood Hazard, electrical, plumbing, grading, driveway, work in County/State right-of-ways, fire, wastewater, and State Department of Health requirements.
- I understand that the issuance of a declaration number by County should not be taken to mean that compliance with HRS §46-88 has been confirmed, and that is my sole responsibility to confirm compliance. The State or County shall not be liable for any claims arising from construction of buildings, structures, or appurtenances thereto exempt from the building code and permitting process as described in HRS §46-88.

Property Owner: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

**Page Intentionally Left Blank**





*James L. Kane*

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION.

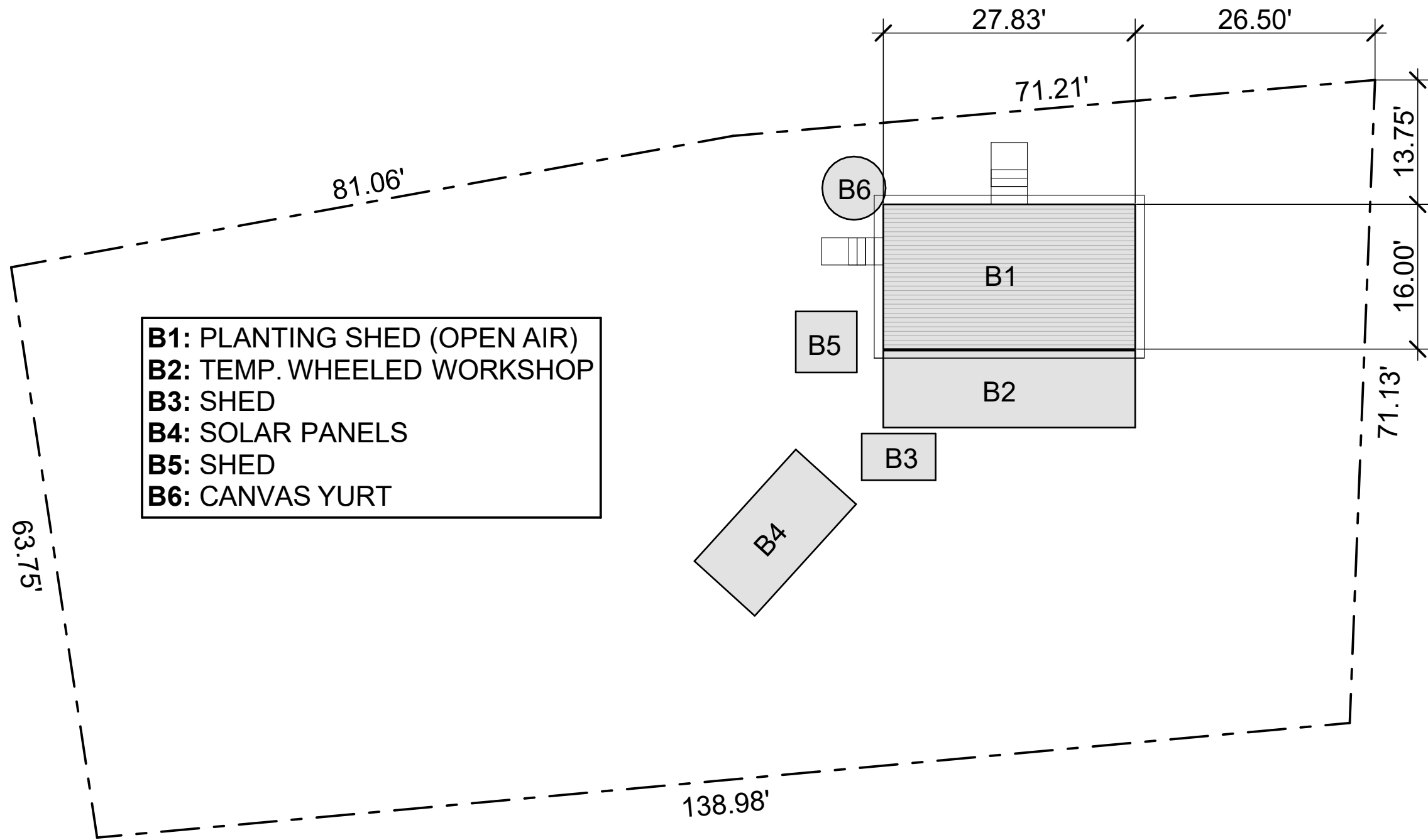
CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION AS DEFINED UNDER SECTION 16-115-9 OF THE HAWAII ADMINISTRATIVE RULES.

REGISTRATION NUMBER  
**AR-20254**

EXPIRATION OF LICENSE  
**04/30/2024**

**SHEET INDEX**

	AG Exception Form
A1	SITE PLAN
A2	FND/FLOOR FRAMING PLAN
A3	PLANS & SECTIONS
A4	ELEVATIONS



- B1:** PLANTING SHED (OPEN AIR)
- B2:** TEMP. WHEELED WORKSHOP
- B3:** SHED
- B4:** SOLAR PANELS
- B5:** SHED
- B6:** CANVAS YURT

A1

**SITE PLAN**

SCALE: 1:160

JANET CLARK  
AG BUILDING (PLANTING SHED)  
53-424 KAMEHAMEHA HWY UNIT 6 HAUULA HI  
TMK: 5-3-005:070 0006

**SITE PLAN**  
2/13/2024

A1



HTTP://OwnerBuiltDesign.com  
(808) 383-4632  
Jim@OwnerBuiltDesign.com





# PROPOSED NEW 2-STORY HOUSE FOR: WANG FAMILY

**Unit #7**

53-424 KAMEHAMEHA HWY., UNIT 7  
HAUULA, HAWAII 96717  
T.M.K. 5-3-005:0700007

## PROJECT DATA:

### CODES & REGULATIONS:

2018 INTERNATIONAL BUILDING CODE  
W/ AMENDMENTS  
HAWAII REVISED STATUTES  
2021 LAND USE ORDINANCES  
LUO W/ REVISED ORDINANCES

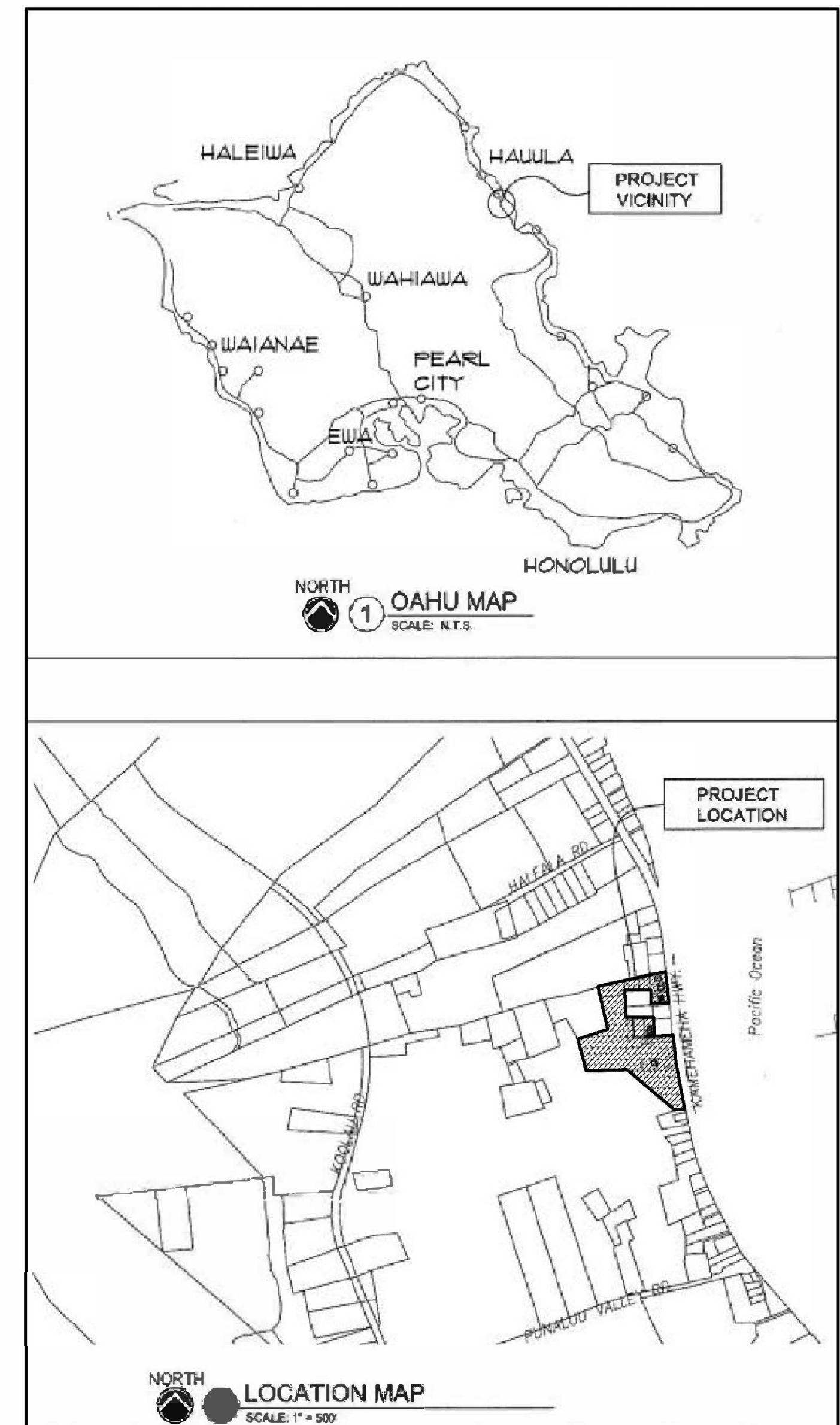
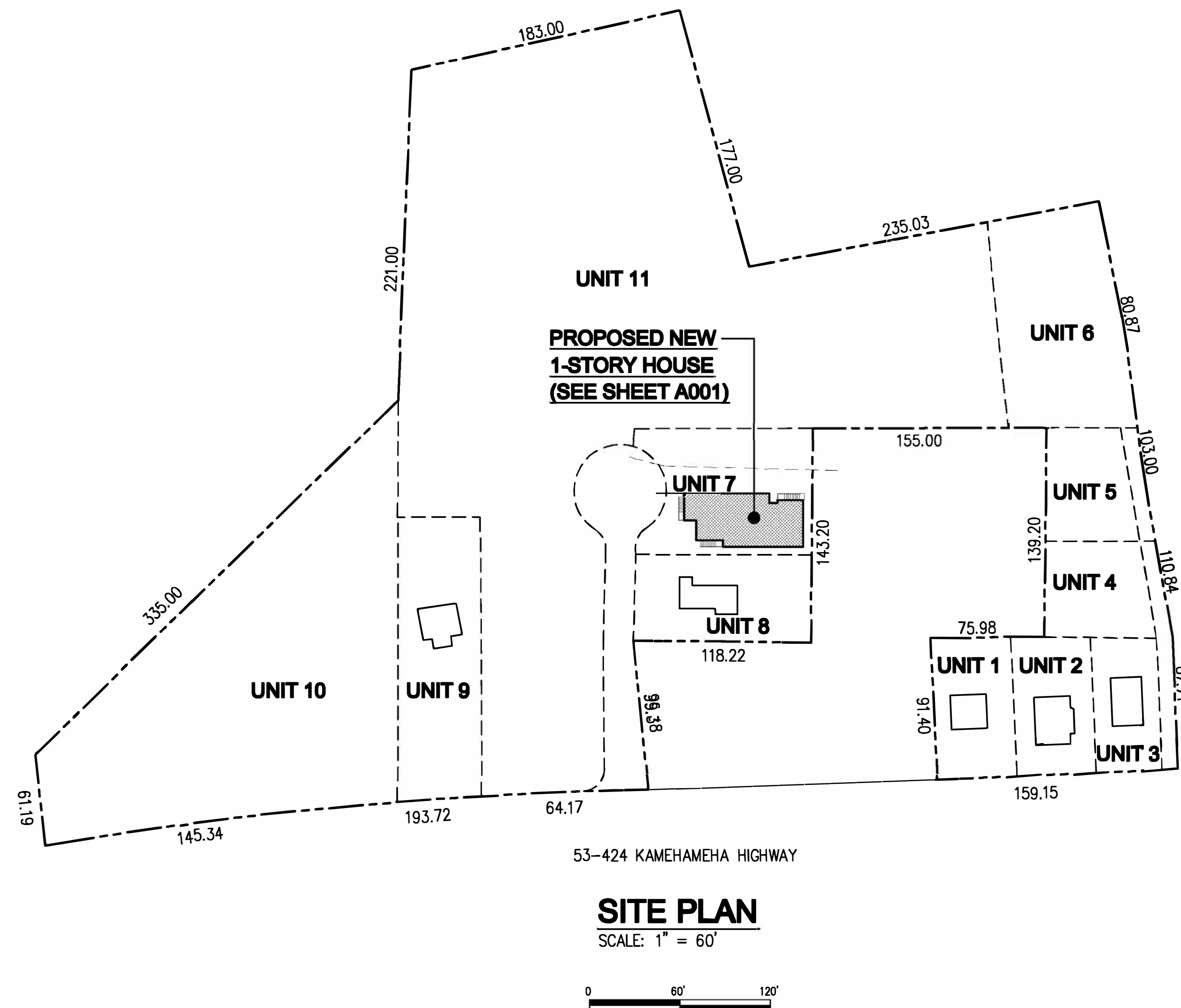
LOT AREA: 10,690.00 S.F.  
T.M.K.: 5-3-005:0700007  
BUILDING AREA (10,690.00 X 50%): 5,345.00 S.F.  
FLOOR AREA (10,690.00 X 60%): 6,414.00 S.F.  
ZONING(LUO): R-5 AND AG-2  
FLOOD ZONES: X, AE, VE

BUILDING AREA	
2-STORY HOUSE	2,540.00 S.F.
TOTAL BUILDING AREA	2,540.00 S.F.
FLOOR AREA	
FIRST FLOOR	2,500.00 S.F.
SECOND FLOOR	829.00 S.F.
TOTAL LIVING AREA	3,329.00 S.F.
TOTAL PARKING	3-STALLS

### GENERAL NOTES:

- The contractor shall coordinate all the work and the necessary information and materials, accessories, anchors, connections, patterns, templates, etc.. That shall be delivered when required in order to prevent any delay in the progress and completion of work. Coordinates between all the trades is of essence.
- The Contractor shall visit the job site and examine the existing conditions.
- The contractor on signing the agreement, warrants that he has visited the site familiarize himself with all conditions there on. No extra payment will be given for conditions which can be determine by a thorough examination of the site and documents.
- The contractor shall not make any alterations to the drawings. In all cases, when there is a discrepancy in the quality of an item, installation, details, workmanship or other construction techniques, the contractor shall use the better quality item, installation or construction techniques provide to produce the best available cost or work required. In any event, a discrepancy within the drawing should immediately be brought to the attention of the engineer/architect for a decision before proceeding with the particular work involved. Work carried out disregarding these instruction is subject to removal and replacement at the expenses of the contractor. In all cases, figured dimension take precedence over scaled measurements. No dimension shall at any time be determined by scale.
- The contractor is to layout and be responsible for the correctness of laying out space improvement and for locating services and utilities.
- The contractor shall install / apply all materials in strict compliance with the manufacturer's instructions.
- The contractor shall clean up and removed any trash, dirt, debris and spillage arising from the work to the satisfaction of the owner and architect, including cleaning of dirt, putty, paint, etc... from work areas, and cleaning of windows faces & mullions.
- Contractor to verify all dimensions and conditions before proceeding with work.
- Contractor is to repair any damage to existing condition to remain and to match existing at no expense to the owner.
- All construction to conform to the 2018 edition of the INTERNATIONAL BUILDING CODE, (IBC), the latest City and County of Honolulu Amendments and Ordinances.
- Contractor is to install all owner furnished equipment, including electrical, and plumbing connections as required. All new lumber shall be TERMITE TREATED.
- The contractor shall implement ( BMP ) Best Management Practice at all times.

TABLE OF CONTENTS:	
001	SITE PLAN, CONSTRUCTION NOTES, PROJECT DATA, TABLE OF CONTENT
A001	PLOT PLAN, ESCP NOTES
A002	FIRST FLOOR PLAN
A003	EXTERIOR ELEVATIONS
A004	EXTERIOR ELEVATIONS
A005	FOUNDATION PLAN, DOOR AND WINDOW SCHEDULES
A006	FLOOR FRAMING PLAN, INTERIOR ELEVATIONS
A007	ROOF FRAMING PLAN, STAIR AND HANDRAIL DETAILS
A008	CROSS SECTION DETAILS, DETAILS
A009	MISCELLANEOUS DETAILS
A010	TOPOGRAPHIC SURVEY MAP
A011	ELECTRICAL PLAN



BUILDING DEPARTMENT  
CITY AND COUNTY OF HONOLULU  
BUILDING CODE REQUIREMENTS FOR SPECIAL INSPECTION

- 16 Sheathed Shear Walls and Diaphragms
- 17 Complete Load Path and Uplift Ties
- 18 Termite Protection

CITY AND COUNTY OF HONOLULU  
REVISED ORDINANCE CHAPTER 32  
HONOLULU COUNTY CODE 1990, AS AMENDED

To the best of my knowledge, this project's design substantially conforms to the Building Energy Conservation Code for:

- Building Component Systems
- Electrical Component Systems
- Mechanical Component Systems

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
License No. \_\_\_\_\_

DATE: 4-30-2024

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION, SUPERVISION OF CONSTRUCTION STRATEGIC RULES OF THE BOARD OF PROFESSIONAL ENGINEERS OF THE STATE OF HAWAII AND LANDSCAPE ARCHITECTS OF THE STATE OF HAWAII.

PROPOSED NEW 2-STORY HOUSE FOR:  
**WANG FAMILY**  
53-424 KAMEHAMEHA HWY., UNIT 7  
HAUULA, HAWAII 96762  
T.M.K. 5-3-005:0700007

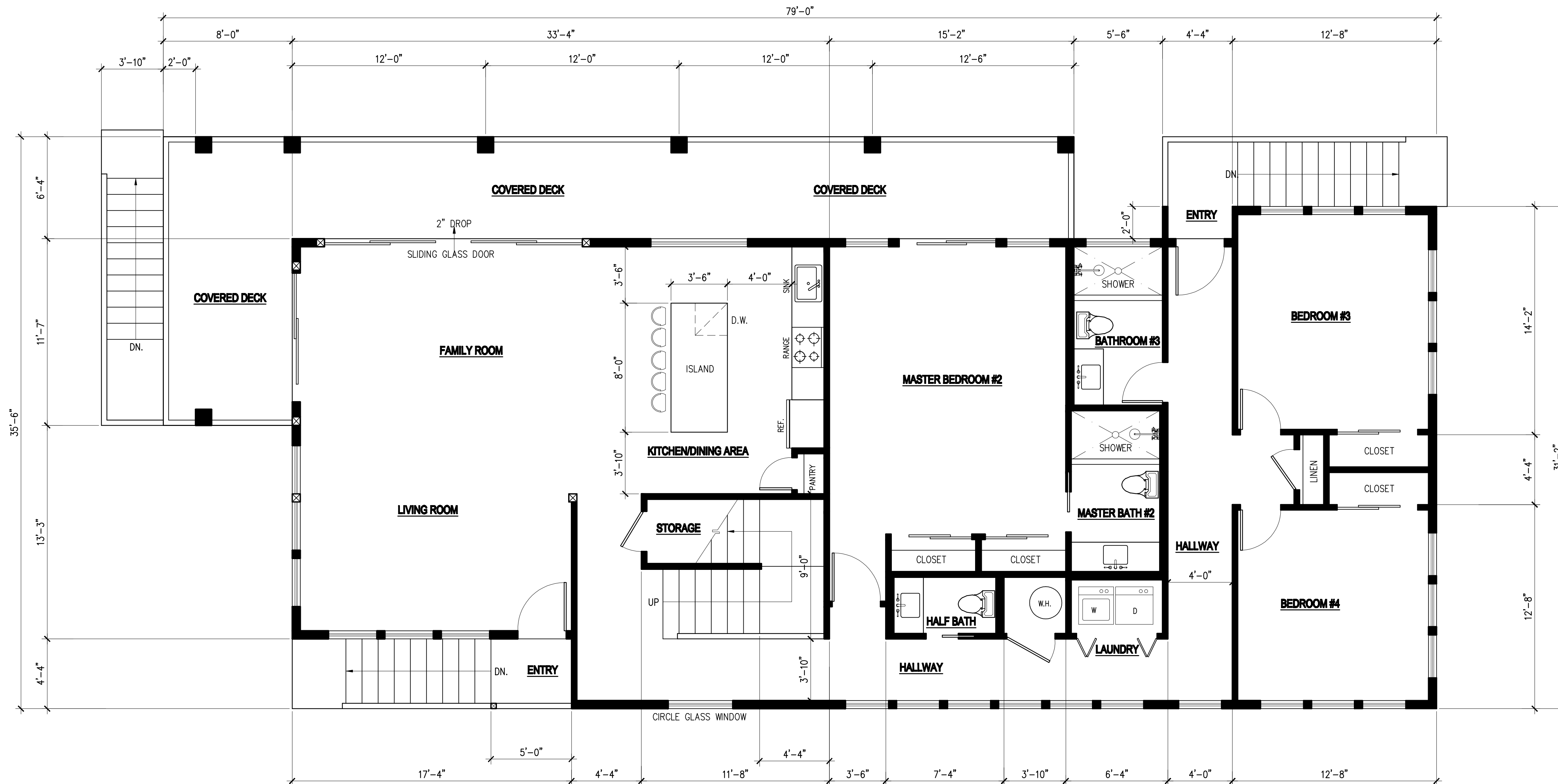
NOTES, SITE PLAN,  
PROJECT DATA

Date: JULY 2023  
Scale: AS NOTED  
Drawn: DP  
Check by:  
Job: WANG  
Sheet No:  
**001**  
of Sheets

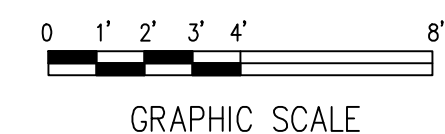
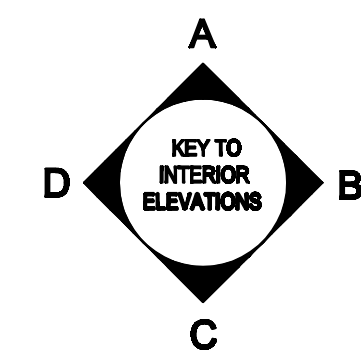








**FIRST FLOOR PLAN**  
SCALE: 1/4"=1'-0"

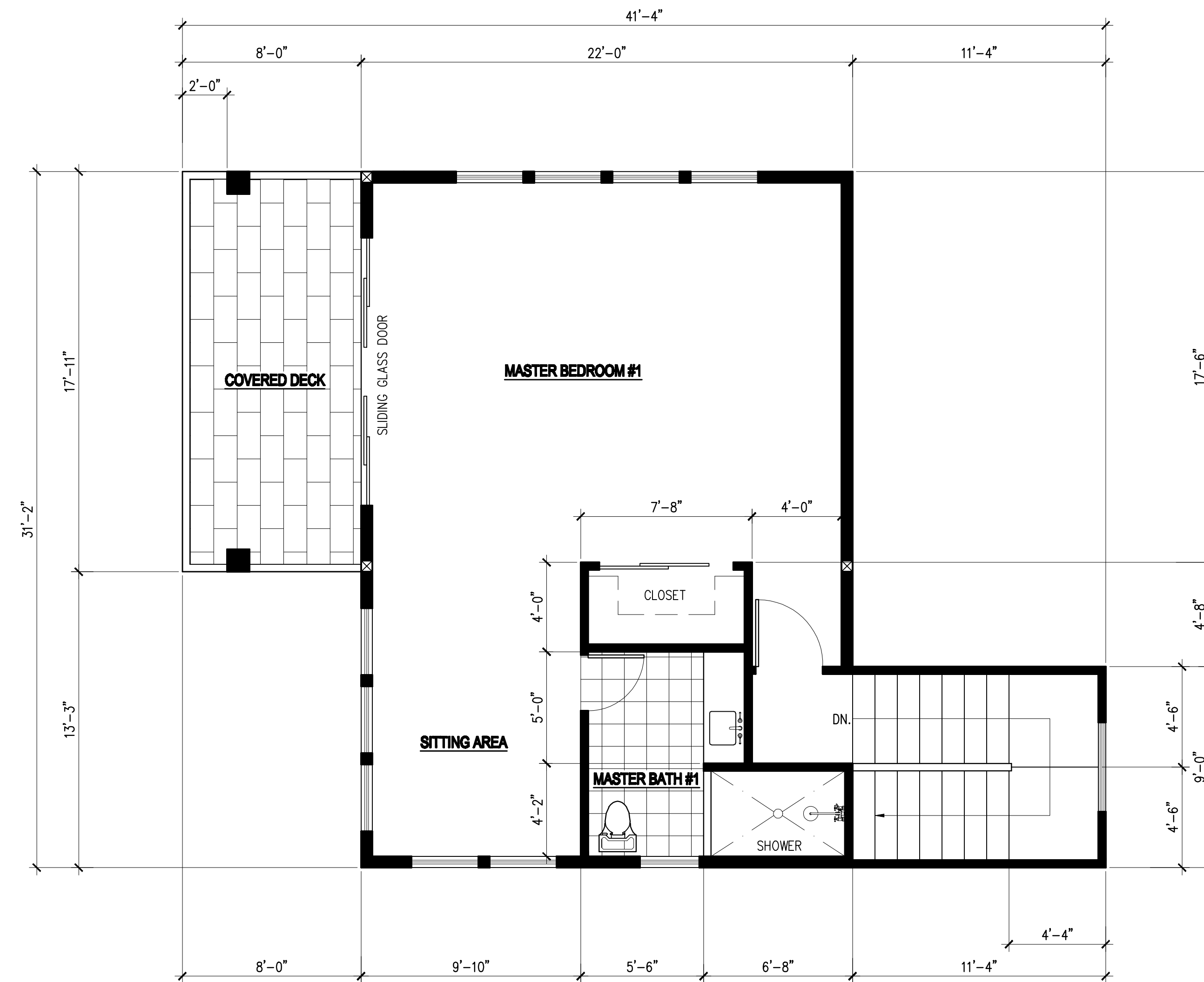


EXP. DATE: 4-30-2024  
 THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION, OBSERVATION OF CONSTRUCTION SHALL BE LIMITED TO VISUAL INSPECTION ONLY. I AM NOT PROVIDING ARCHITECTURAL SERVICES TO THE BOARD OF PROFESSIONAL ENGINEERS OF THE STATE OF HAWAII.

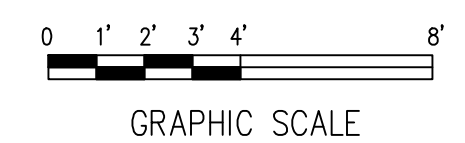
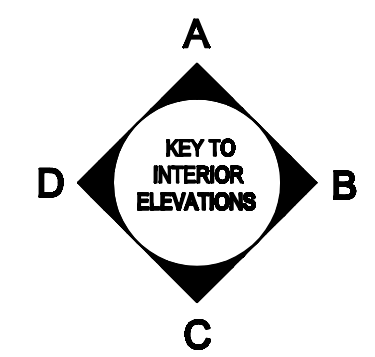
PROPOSED NEW 2-STORY HOUSE FOR:  
**WANG FAMILY**  
 53-424 KAMEHAMEHA HWY., UNIT 7  
 HAUJULA, HAWAII 96762  
 T. M. K. 5-3-005 : 0700007

FLOOR PLAN

Date	JULY 2023
Scale	AS NOTED
Drawn	DP
Check by	
Job	WANG
Sheet No	<b>A002</b>
	of Sheets



**SECOND FLOOR PLAN**  
SCALE: 1/4"=1'-0"



EXP. DATE: 4-30-2024

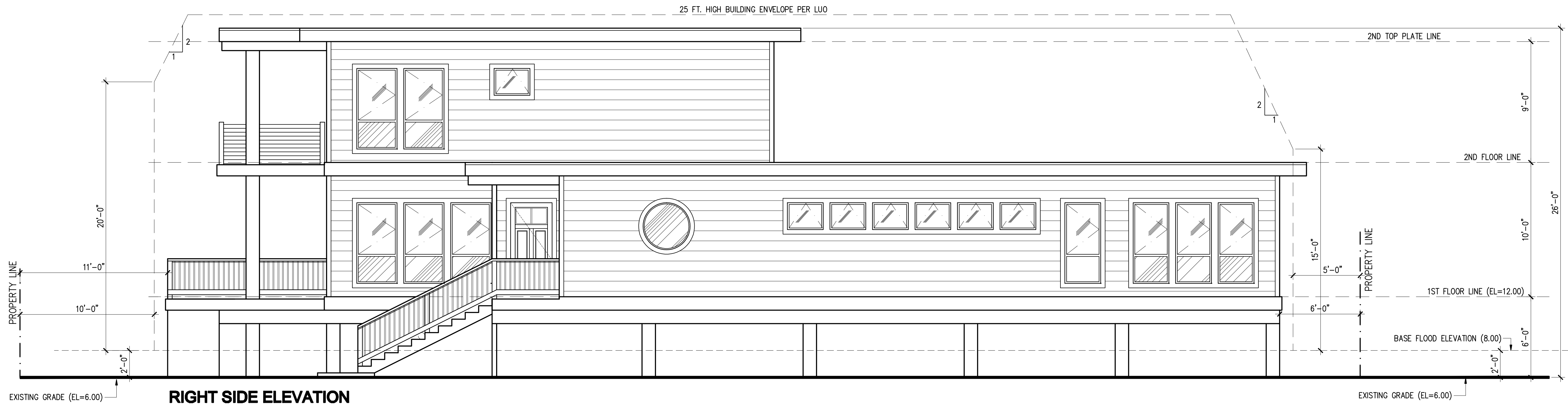
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. OBSERVATION OF CONSTRUCTION SHALL BE LIMITED TO THE EXTENT OF MY PROFESSIONAL RESPONSIBILITIES AS SET FORTH IN THE PROFESSIONAL ENGINEERING REGULATORY BOARD'S RULES OF THE BOARD OF PROFESSIONAL ENGINEERS, ARCHITECTS, PLANNERS AND LANDSCAPE ARCHITECTS OF THE STATE OF HAWAII.

PROPOSED NEW 2-STORY HOUSE FOR:  
**WANG FAMILY**  
53-424 KAMEHAMEHA HWY., UNIT 7  
HAUJULA, HAWAII 96762  
T. M. K. 5-3-005-0700007

FLOOR PLAN

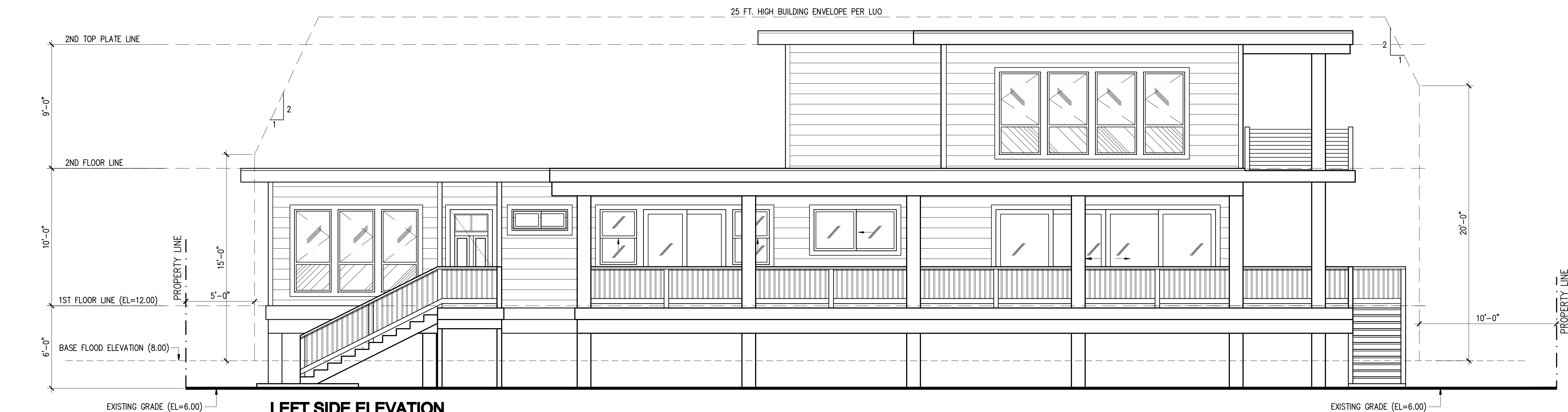
Date	JULY 2023
Scale	AS NOTED
Drawn	DP
Check by	
Job	WANG
Sheet No	
<b>A003</b>	
of Sheets	





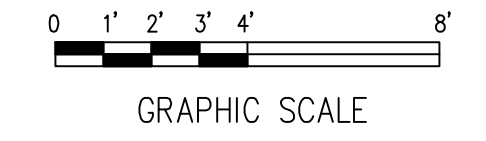
**RIGHT SIDE ELEVATION**

SCALE: 1/4"=1'-0"



**LEFT SIDE ELEVATION**

SCALE: 1/4"=1'-0"



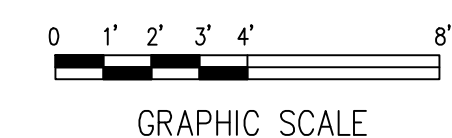
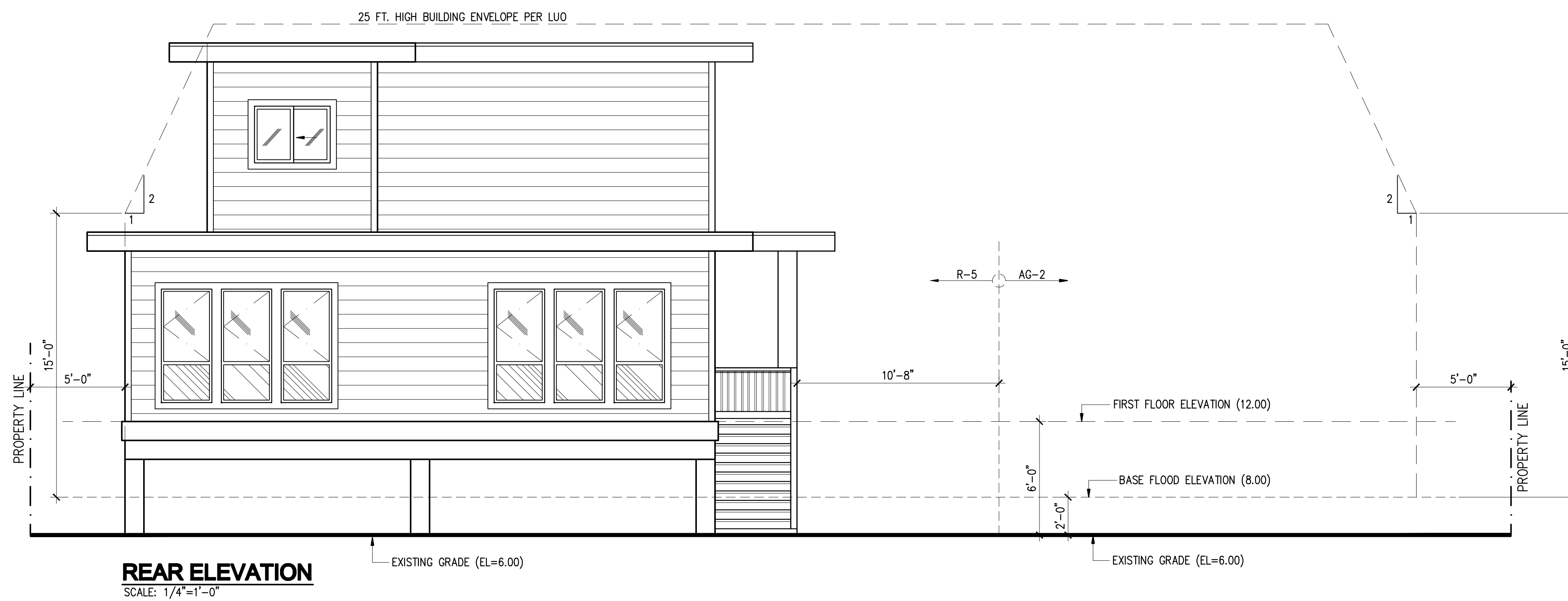
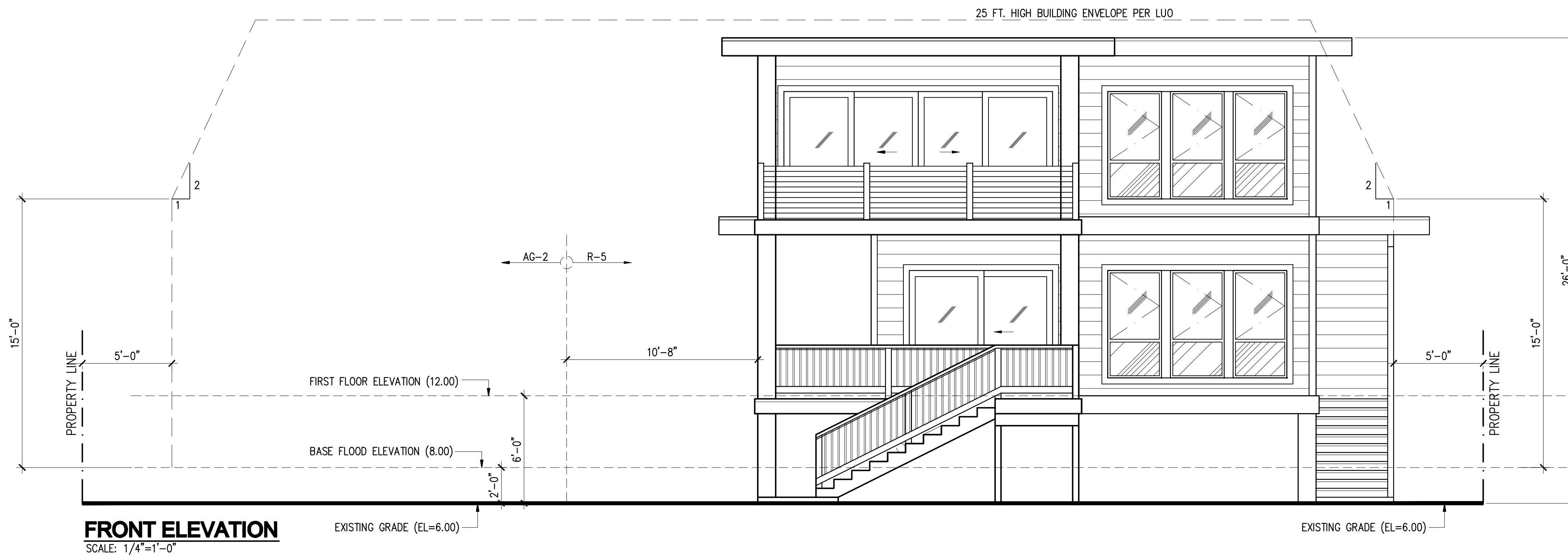
EXP. DATE: 4-30-2024  
 THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. OBSERVATION OF CONSTRUCTION STRATEGIC RULES OF THE BOARD OF PROFESSIONAL ENGINEERS, ARCHITECTS, PLANNERS AND LANDSCAPE ARCHITECTS OF THE STATE OF HAWAII.

PROPOSED NEW 2-STORY HOUSE FOR:  
**WANG FAMILY**  
 53-424 KAMEHAMEHA HWY., UNIT 7  
 HAUJULA, HAWAII 96762  
 T. M. K. 5 - 3 - 005 : 070007

EXTERIOR ELEVATION

Date	JULY 2023
Scale	AS NOTED
Drawn	DP
Check by	
Job	WANG
Sheet No	

**A004**  
 of Sheets



EXP. DATE: 4-30-2024

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION, OBSERVATION OF CONSTRUCTION SHALL BE LIMITED TO VISUAL INSPECTION. I AM NOT PROVIDING ARCHITECTURAL SERVICES AS PER THE ARCHITECTS ACT AND LANDSCAPE ARCHITECTS ACT OF THE STATE OF HAWAII.

SIGNATURE

PROPOSED NEW 2-STORY HOUSE FOR:  
**WANG FAMILY**  
 53-424 KAMEHAMEHA HWY., UNIT 7  
 HAUJULA, HAWAII 96762  
 T.M.K. 5-3-005:070007

EXTERIOR ELEVATION

Date JULY 2023  
 Scale AS NOTED  
 Drawn DP  
 Check by  
 Job WANG  
 Sheet No

**A005**  
 of Sheets



**UNIT SUMMARY:**

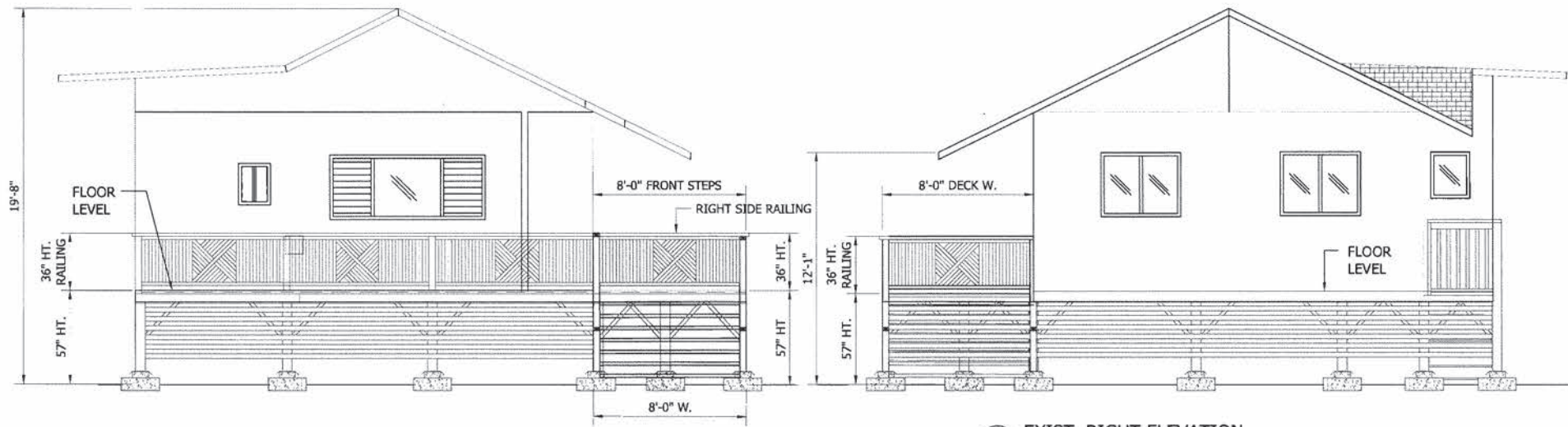
53-440 KAM HWY.  
HAUULA, HI 96717

**PROJECT SUMMARY:**

EXIST. LIVING AREA	738 SF.
EXIST. CARPORT/CONC.FL.	270 SF.
EXIST. TOTAL:	1,008 SF.
NEW DECK AREA:	528 SF.
NEW TOTAL	1,516 SF.
TOTAL LIVING AREA:	738 SF.
LOT SIZE IN ACRES:	4.7625 AC.
LOT SIZE IN SF.:	207,454 SF.
PERCENTAGE OF LOT:	.01 %

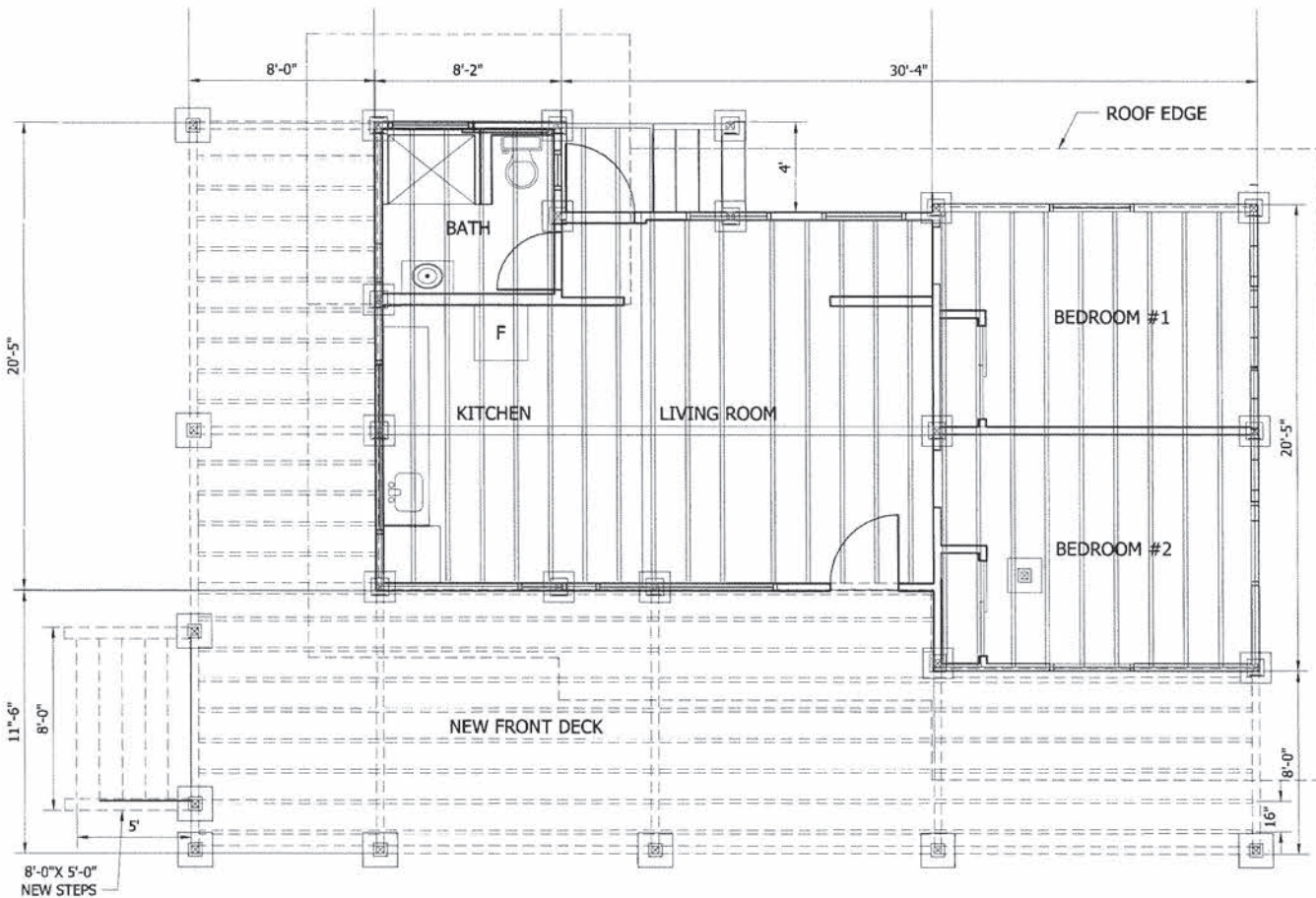
**CONSTRUCTION NOTES:**

1. SINGLE WALL CONSTRUCTION
2. POST & BLOCK FOUNDATION
3. COMPOSITE ASPHALT SHINGLE ROOF
4. COMPACTED GRAVEL DRIVEWAY

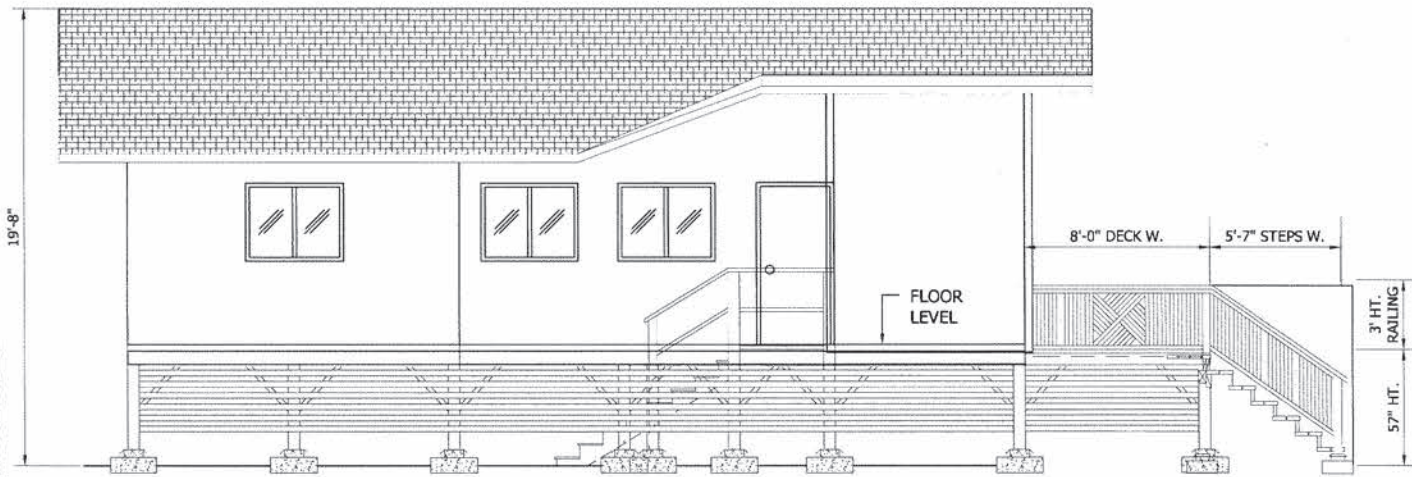


3 EXIST. LEFT ELEVATION  
1/4" = 1'-0"

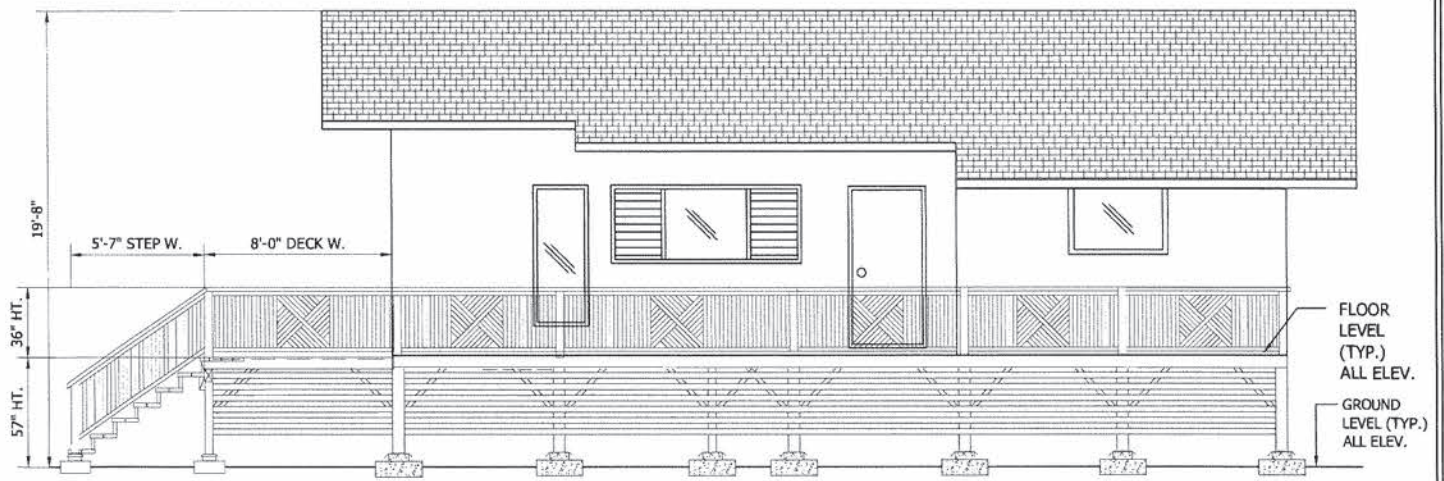
4 EXIST. RIGHT ELEVATION  
1/4" = 1'-0"



2 LIMITED COMMON ELEMENT UNIT #8 - 53-440 KAMEHAMEHA HWY.  
1/4" = 1'-0"



2 EXIST. BACK ELEVATION  
1/4" = 1'-0"



1 FRONT ELEVATION  
1/4" = 1'-0"

NOTE:  
SHEET ADDED PER DPP COMMENT  
FOR SIMPLY PLAN & ELEVATIONS  
FOR ALL UNITS ON PROPERTY.

NOTE:  
SHEET ADDED PER DPP COMMENT  
FOR SIMPLY PLAN & ELEVATIONS  
FOR ALL UNITS ON PROPERTY.

**KAHENA WAI ESTATES**  
53-428 TO 53-458 Kamehameha Hwy.  
Hauula, HI 96717  
TMK: 5-3-005:030, 4.7625 ACRES

REV. #	DATE	DESCRIPTION

SHEET DESCRIPTION:  
53-440 KAM HWY.  
UNIT #8  
NEW DECK PLAN  
& DETAILS

SHEET NO. 5  
**S-4**  
OF 6 SHEETS

Page Intentionally Left Blank



# PROPOSED NEW 2-STORY HOUSE FOR: JONATHAN NGUYEN

**Unit #9**

53-424 KAMEHAMEHA HWY., UNIT 9  
HAUULA, HAWAII 96717  
T . M . K . 5 - 3 - 005 : 0700009

## GENERAL NOTES:

- The contractor shall coordinate all the work and the necessary information and materials, accessories, anchors, connections, patterns, templates, etc.. That shall be delivered when required in order to prevent any delay in the progress and completion of work. Coordinates between all the trades is of essence.
- The Contractor shall visit the job site and examine the existing conditions.
- The contractor on signing the agreement, warrants that he has visited the site familiarize himself with all conditions there on. No extra payment will be given for conditions which can be determine by a thorough examination of the site and documents.
- The contractor shall not make any alterations to the drawings. In all cases, when there is a discrepancy in the quality of an item, installation, details, workmanship or other construction techniques, the contractor shall use the better quality item, installation or construction techniques provide to produce the best available cost or work required. In any event, a discrepancy within the drawing should immediately be brought to the attention of the engineer/architect for a decision before proceeding with the particular work involved. Work carried out disregarding these instruction is subject to removal and replacement at the expenses of the contractor. In all cases, figured dimension take precedence over scaled measurements. No dimension shall at any time be determined by scale.
- The contractor is to layout and be responsible for the correctness of laying out space improvement and for locating services and utilities.
- The contractor shall install / apply all materials in strict compliance with the manufacturer's instructions.
- The contractor shall clean up and removed any trash, dirt, debris and spillage arising from the work to the satisfaction of the owner and architect, including cleaning of dirt, putty, paint, etc... from work areas, and cleaning of windows faces & mullions.
- Contractor to verify all dimensions and conditions before proceeding with work.
- Contractor is to repair any damage to existing condition to remain and to match existing at no expense to the owner.
- All construction to conform to the 2018 edition of the INTERNATIONAL BUILDING CODE, (IBC), the latest City and County of Honolulu Amendments and Ordinances.
- Contractor is to install all owner furnished equipment, including electrical, and plumbing connections as required. All new lumber shall be TERMITE TREATED.
- The contractor shall implement ( BMP ) Best Management Practice at all times.

TABLE OF CONTENTS:	
001	SITE PLAN, CONSTRUCTION NOTES, PROJECT DATA, TABLE OF CONTENT
A001	PLOT PLAN, ESCP NOTES
A002	FIRST FLOOR PLAN
A003	SECOND FLOOR PLAN
A004	EXTERIOR ELEVATIONS
A005	FOUNDATION PLAN, DOOR AND WINDOW SCHEDULES
A006	FLOOR FRAMING PLAN, INTERIOR ELEVATIONS
A007	ROOF FRAMING PLAN, STAIR AND HANDRAIL DETAILS
A008	CROSS SECTION DETAILS, DETAILS
A009	MISCELLANEOUS DETAILS
A010	TOPOGRAPHIC SURVEY MAP
A011	ELECTRICAL PLAN

## PROJECT DATA:

### CODES & REGULATIONS:

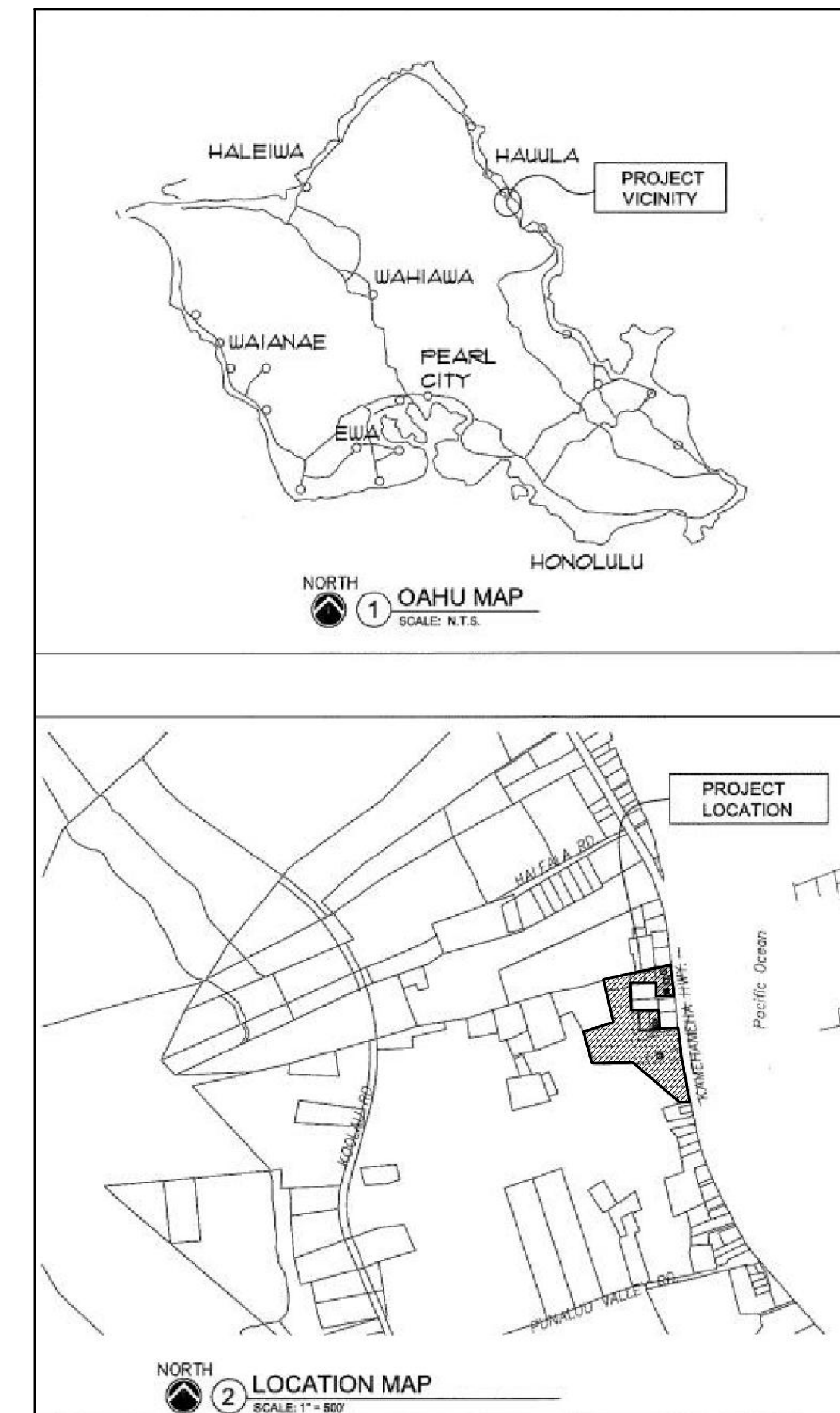
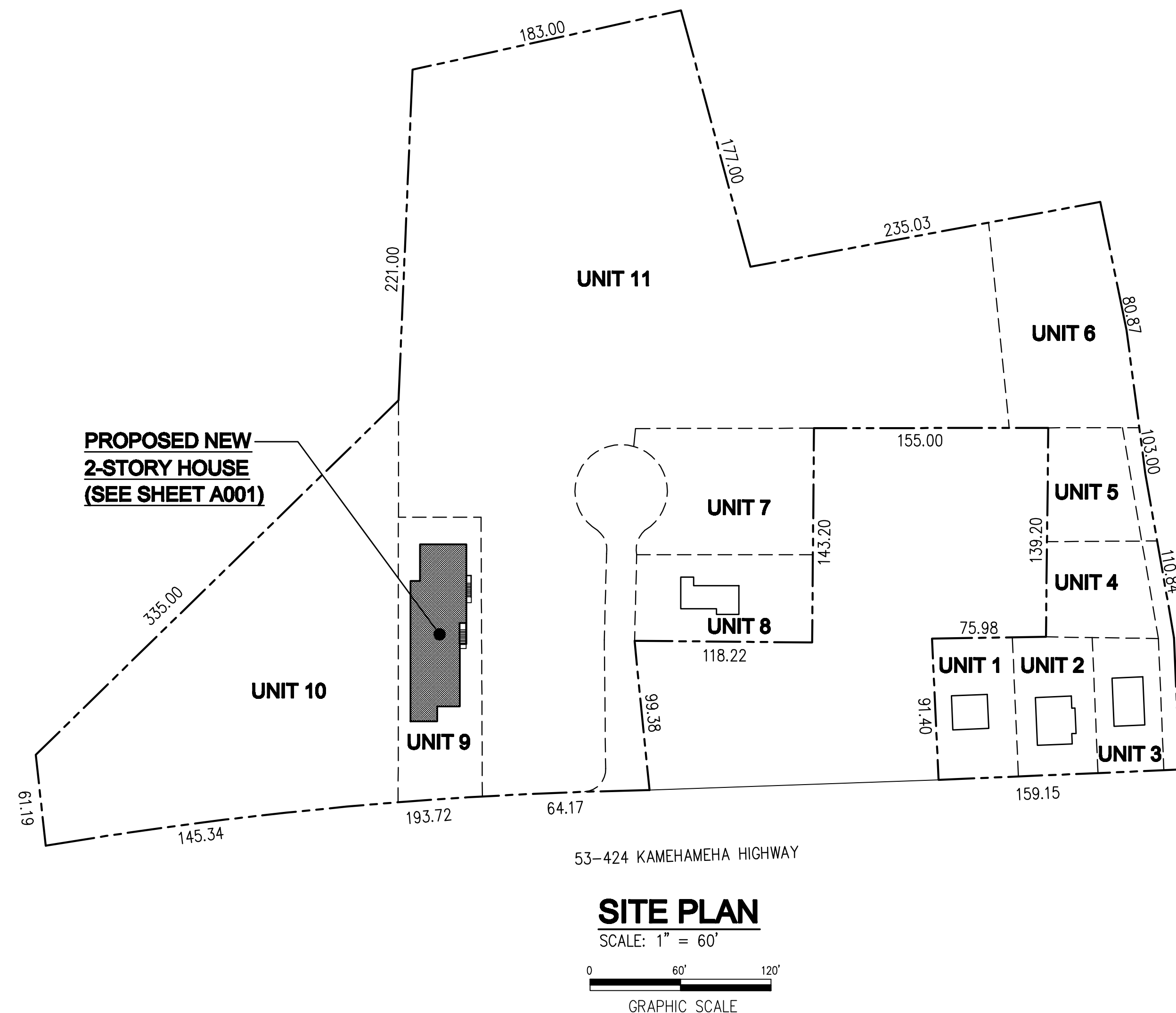
2018 INTERNATIONAL BUILDING CODE  
W/ AMENDMENTS  
HAWAII REVISED STATUTES  
2021 LAND USE ORDINANCES  
LUO W/ REVISED ORDINANCES

T . M . K . 5 - 3 - 005 : 0700009  
ZONING(LUO): R-5  
FLOOD ZONES: AE, VE  
LOT AREA: 10,690.00 S.F.  
BUILDING AREA (10,690.00 X 50%): 5,345.00 S.F.  
FLOOR AREA (10,690.00 X 60%): 6,414.00 S.F.  
ISA (10,690.00 X 75%): 8,017.50 S.F.

BUILDING AREA  
2-STORY HOUSE 3,821.00 S.F.  
TOTAL BUILDING AREA 3,821.00 S.F.

FLOOR AREA  
FIRST FLOOR 3,053.00 S.F.  
FIRST FLOOR COVERED DECK 768.00 S.F.  
SECOND FLOOR 1,020.00 S.F.  
SECOND FLOOR COVERED DECK 177.00 S.F.  
TOTAL LIVING AREA 5,018.00 S.F.

TOTAL PARKING 5-STALLS



### BUILDING DEPARTMENT CITY AND COUNTY OF HONOLULU BUILDING CODE REQUIREMENTS FOR SPECIAL INSPECTION

- 16 Sheathed Shear Walls and Diaphragms
- 17 Complete Load Path and Uplift Ties
- 18 Termite Protection

### CITY AND COUNTY OF HONOLULU REVISED ORDINANCE CHAPTER 32 HONOLULU COUNTY CODE 1990, AS AMENDED

To the best of my knowledge, this project's design substantially conforms to the Building Energy Conservation Code for:

- Building Component Systems
- Electrical Component Systems
- Mechanical Component Systems

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

License No. \_\_\_\_\_

EXP. DATE: 4-30-2024  
SIGNATURE  
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. OBSERVATION OF CONSTRUCTION SHALL BE LIMITED TO VISUAL INSPECTION OF CONSTRUCTION ACTIVITIES. I AM NOT A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, OR LANDSCAPE ARCHITECT OF THE STATE OF HAWAII.

PROPOSED NEW 2-STORY HOUSE FOR:  
**JONATHAN NGUYEN**  
53-424 KAMEHAMEHA HWY., UNIT 9  
HAUULA, HAWAII 96717  
T . M . K . 5 - 3 - 005 : 0700009

NOTES, SITE PLAN,  
PROJECT DATA

Date JULY 2023  
Scale AS NOTED  
Drawn DP  
Check by  
Job J. NGUYEN  
Sheet No  
**001**  
of Sheets



**RESIDENTIAL STORM WATER MANAGEMENT NOTES FOR SINGLE-FAMILY AND TWO-FAMILY DWELLING PROJECTS:**

(i) USE SITE DESIGN STRATEGIES TO REDUCE THE IMPERVIOUS SURFACE AREAS TO THE MAXIMUM EXTENT PRACTICAL. THE TOTAL IMPERVIOUS SURFACE AREA FOR LOT MAY NOT EXCEED 75%, PER LUO 21-3.70(G).

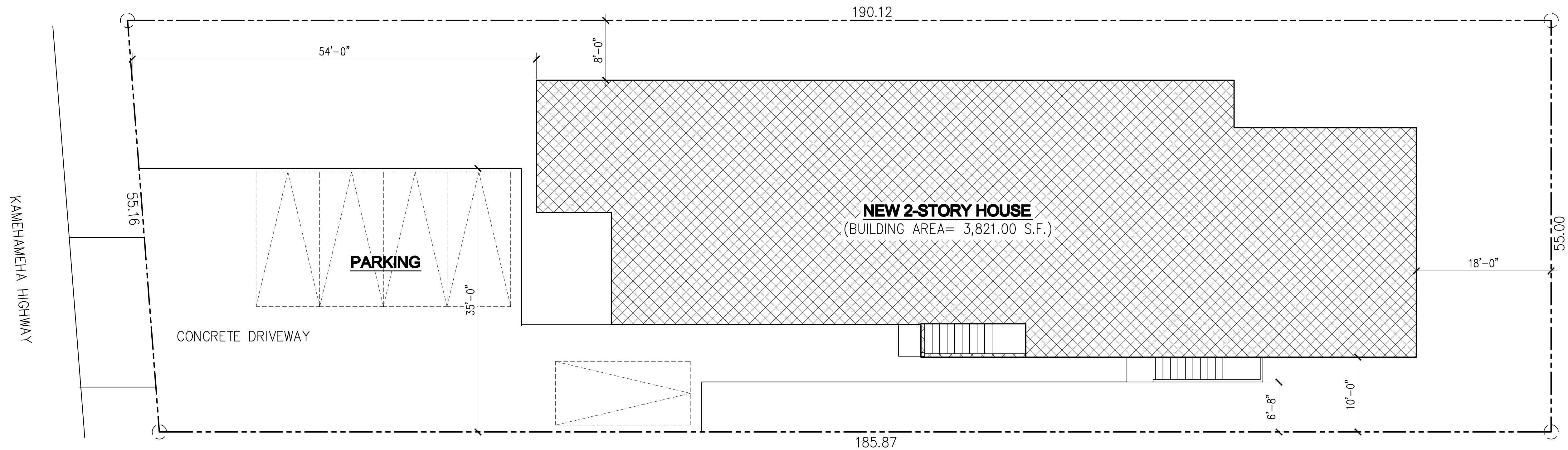
(ii) TOTAL IMPERVIOUS AREA = %

**PUBLIC HEALTH, SAFETY, AND CONVENIENCE NOTES:**

1. THE CONTRACTOR SHALL OBSERVE COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS REQUIRED FOR THE PROTECTION OF THE PUBLIC HEALTH AND SAFETY AND ENVIRONMENTAL QUALITY.
2. THE CONTRACTOR, AT HIS OWN EXPENSES SHALL KEEP THE PROJECT AND ITS SURROUNDING AREAS FREE FROM DUST NUISANCE. THE WORK SHALL BE IN CONFORMANCE WITH THE AIR POLLUTION CONTROL STANDARDS AND REGULATIONS OF THE STATE DEPARTMENT OF HEALTH.
3. NO CONTRACTOR SHALL PERFORM ANY CONSTRUCTION ACTIVITY SO AS TO CAUSE FALLING ROCK, SOIL OR DEBRIS IN ANY FORM TO FALL, SLIDE OR FLOW ONTO ADJOINING PROPERTIES, STREETS OR NATURAL WATERCOURSES. SHOULD SUCH VIOLATIONS OCCUR, THE CONTRACTOR SHALL IMMEDIATELY MAKE ALL REMEDIAL ACTIONS NECESSARY.
4. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL NECESSARY SIGNS, LIGHTS, FLARES, BARRICADES, MARKERS, CONES AND OTHER PROTECTIVE FACILITIES AND SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION CONVENIENCE AND SAFETY OF THE PUBLIC. THE CONTRACTOR SHALL APPLY FOR A CONSTRUCTION PERMIT WITH A NOISE POLLUTION CONTROL PLAN.

**ESCP INSPECTION NOTES:**

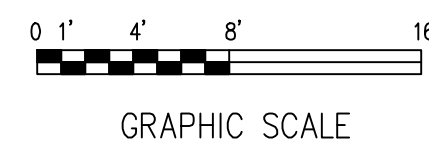
1. AT LEAST TWO WEEKS BEFORE THE BEGINNING CONSTRUCTION, THE CONTRACTOR OR THE PERSON IN CHARGE OF CONSTRUCTION SHALL NOTIFY THE STORM WATER INSPECTOR LISTED ON THE BUILDING PERMIT.
2. AFTER INSTALLING THE CONSTRUCTION BMPs AND MOBILIZING ANY CONSTRUCTION APPARATUS IN ACCORDANCE WITH THE APPROVED ESCP (OR APPENDIX B or ESCP FOR SMALL PROJECT TEMPLATE), THE CONTRACTOR OR THE PERSON IN CHARGE OF CONSTRUCTION SHALL CONTACT THE ESCP COORDINATOR LISTED ON THE BUILDING PERMIT, FOR A PRECONSTRUCTION INSPECTION.
3. THE ESCP COORDINATOR SHALL SUBMIT THE PRECONSTRUCTION INSPECTION PHOTOS CHECKLIST TO THE STORM WATER INSPECTOR (EMAIL TO DPP.NPDES@HONOLULU.GOV) CONFIRMING THE BMPs AND GOOD HOUSE KEEPING MEASURES ARE IN COMPLIANCE.



**BWS NOTE:**

1. NO IRRIGATION OR A.F.S. CONNECTED TO EXISTING WATER METER.

**PLOT PLAN**  
SCALE: 1/8" = 1'-0"



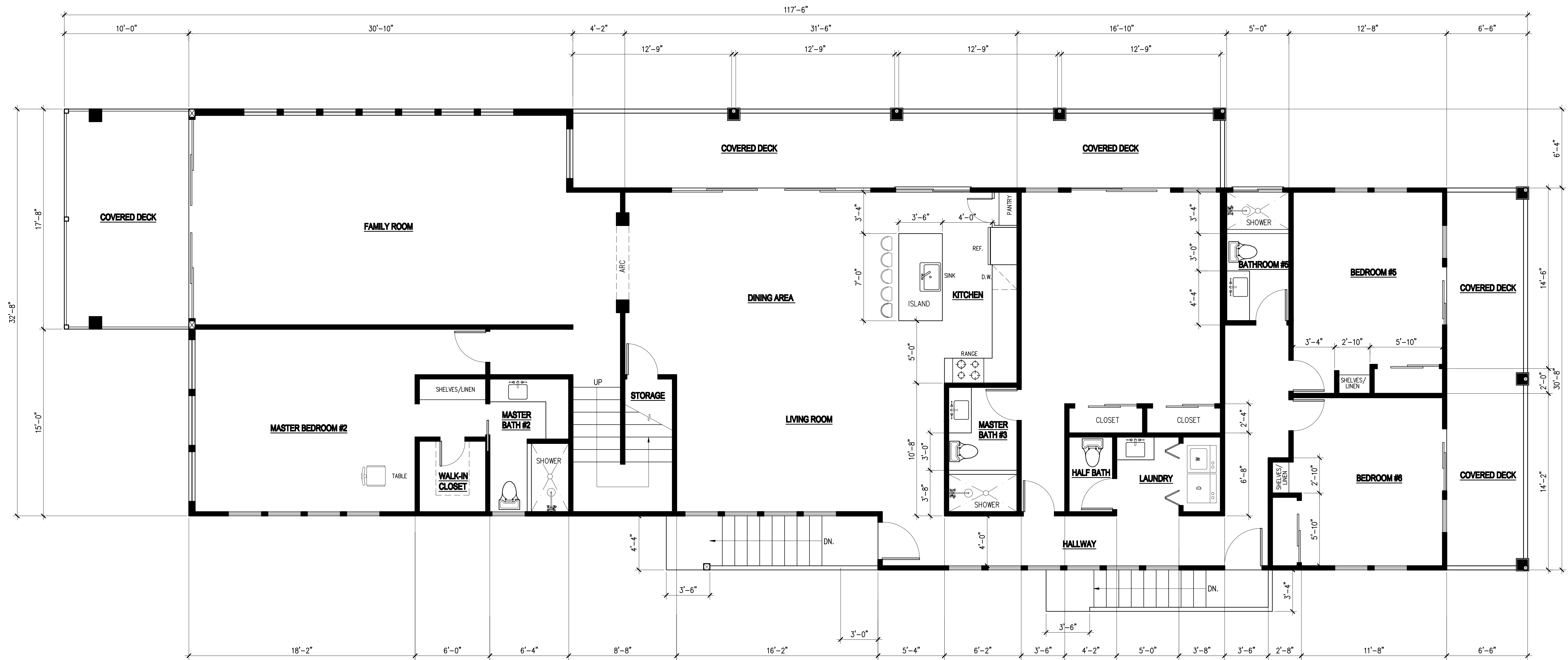
EXP. DATE: 4-30-2024  
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. OBSERVATION OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REGULATORY STRATEGIC RULES OF THE BOARD OF PROFESSIONAL ENGINEERS, ARCHITECTS, PLANNERS AND LANDSCAPE ARCHITECTS OF THE STATE OF HAWAII.

PROPOSED NEW 2-STORY HOUSE FOR:  
**JONATHAN NGUYEN**  
53-424 KAMEHAMEHA HWY., UNIT 9  
HAUJULA, HAWAII 96762  
T. M. K. 5 - 3 - 005 : 0700009

ESCP NOTES, PLOT PLAN,  
PLOT PLAN

Date	JULY 2023
Scale	AS NOTED
Drawn	DP
Check by	
Job	J. NGUYEN
Sheet No	<b>A001</b>
of	Sheets

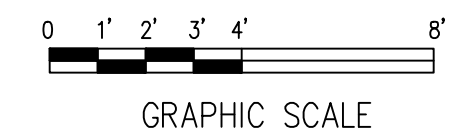
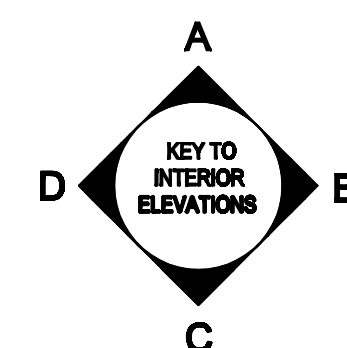




**FIRST FLOOR PLAN**

SCALE: 1/4" = 1'-0"

(HOUSE = 3,053.00 S.F.)



EXP. DATE: 4-30-2024  
 THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. OBSERVATION OF CONSTRUCTION SHALL BE LIMITED TO VISUAL INSPECTION OF THE WORK. I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES. I AM NOT A PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LANDSCAPE ARCHITECT OF THE STATE OF HAWAII.

PROPOSED NEW 2-STORY HOUSE FOR:  
**JONATHAN NGUYEN**  
 53-424 KAMEHAMEHA HWY., UNIT 9  
 HAUJULA, HAWAII 96762  
 T. M. K. 5-3-005 : 0700009

FIRST FLOOR PLAN

Date	AUGUST 2023
Scale	AS NOTED
Drawn	DP
Check by	
Job	J. NGUYEN
Sheet No	

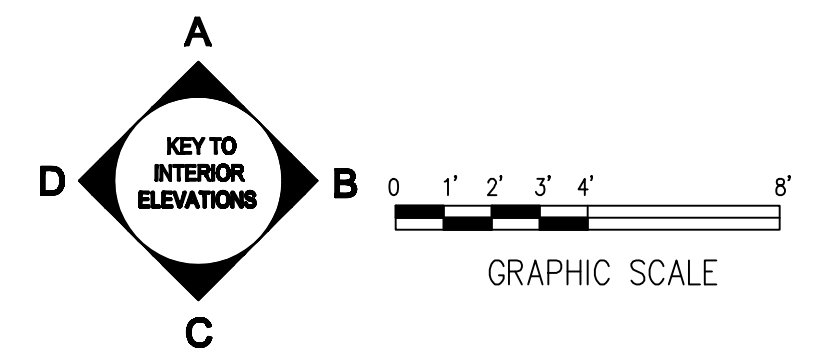
**A002**  
 of Sheets



**SECOND FLOOR PLAN**

SCALE: 1/4"=1'-0"

(BEDROOM = 1,020.00 S.F.)  
 (COVERED PATIO = 177.00 S.F.)



EXP. DATE: 4-30-2024  
 THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION, OBSERVATION OF CONSTRUCTION SHALL BE LIMITED TO VISUAL INSPECTION. I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES. I AM NOT A MEMBER OF THE BOARD OF PROFESSIONAL ENGINEERS, ARCHITECTS, PLANNERS AND LANDSCAPE ARCHITECTS OF THE STATE OF HAWAII.

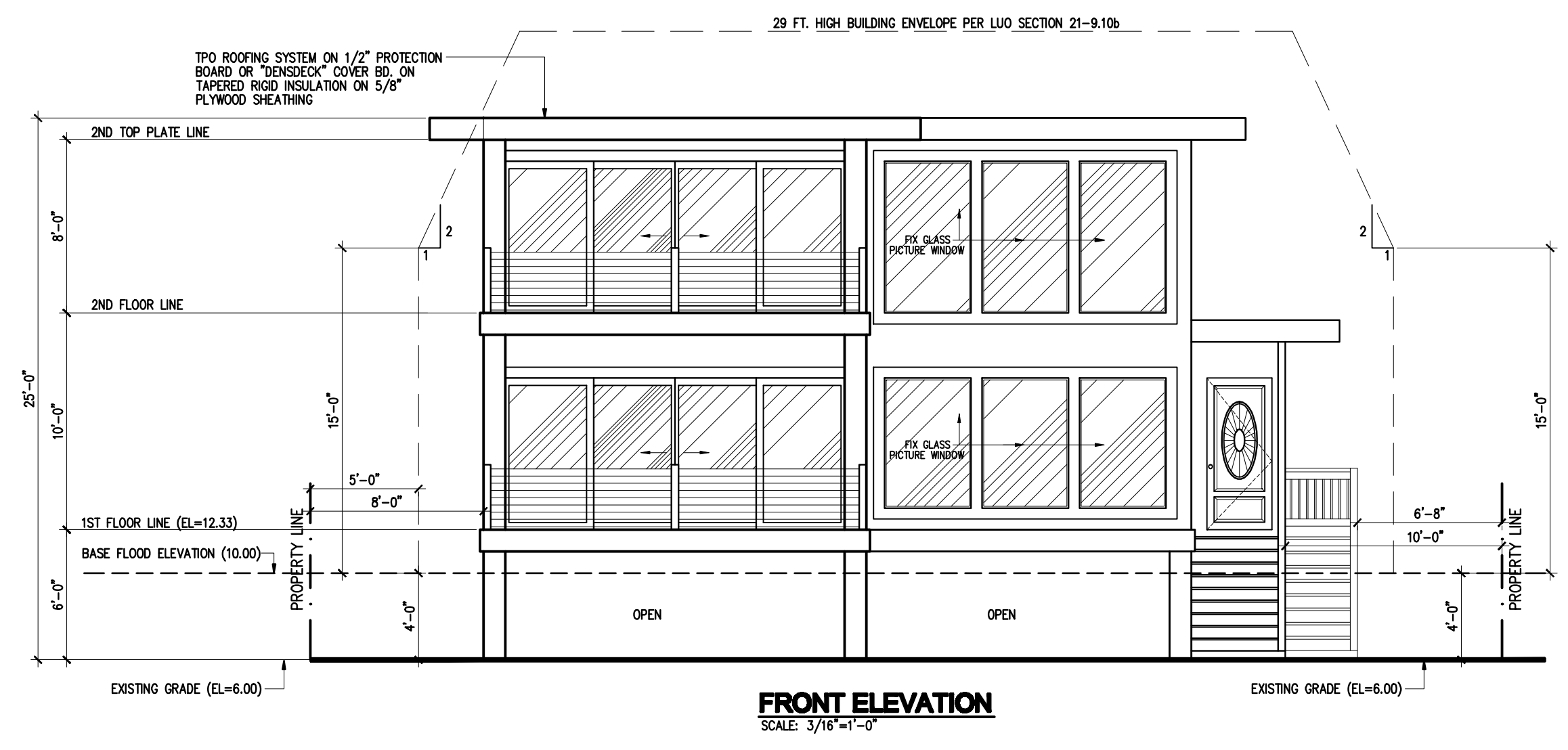
PROPOSED NEW 2-STORY HOUSE FOR:  
**JONATHAN NGUYEN**  
 53-424 KAMEHAMEHA HWY., UNIT 9  
 HAUJULA, HAWAII 96762  
 T. M. K. 5-3-005 : 0700009

SECOND FLOOR PLAN

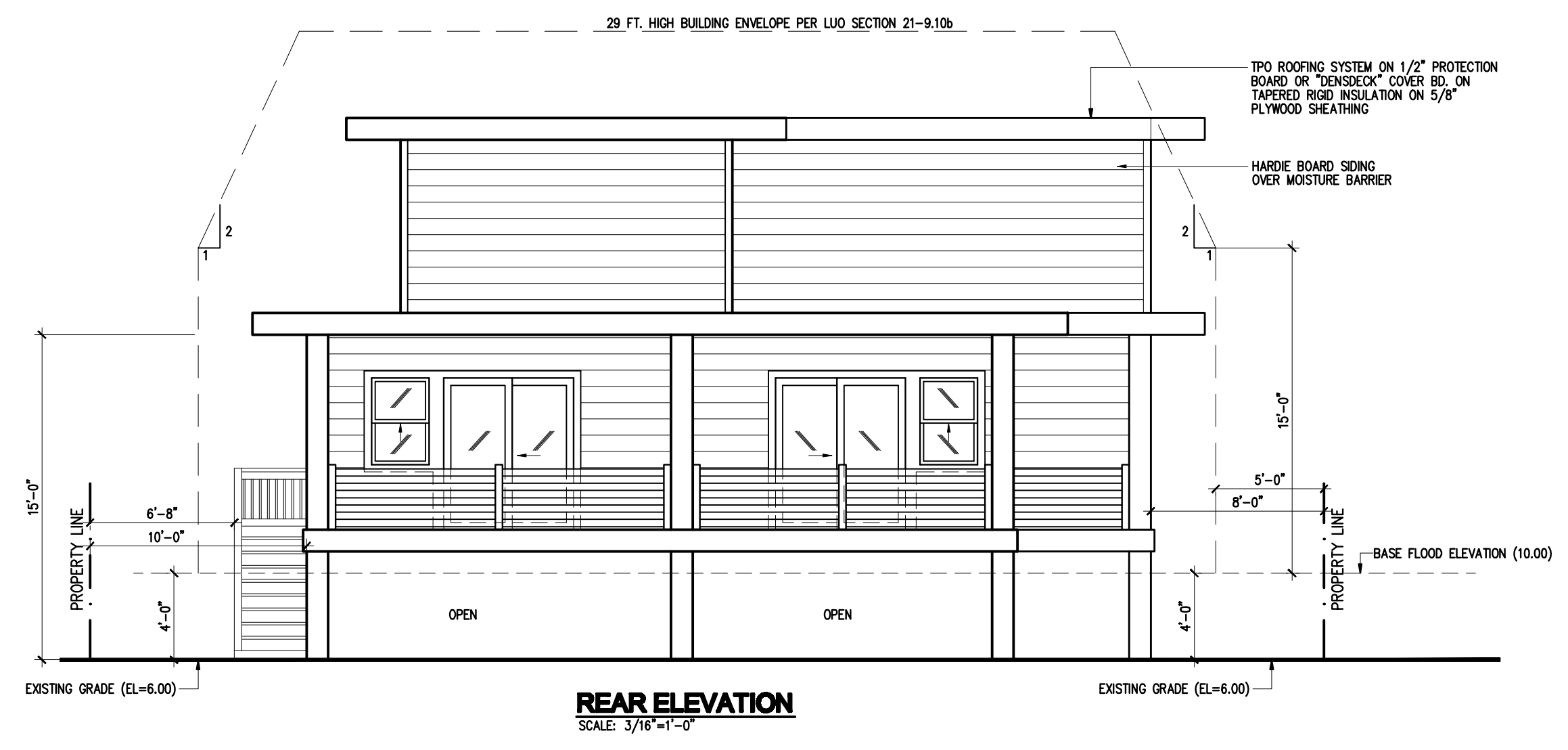
Date	AUGUST 2023
Scale	AS NOTED
Drawn	DP
Check by	
Job	J. NGUYEN
Sheet No	

**A003**  
 of Sheets

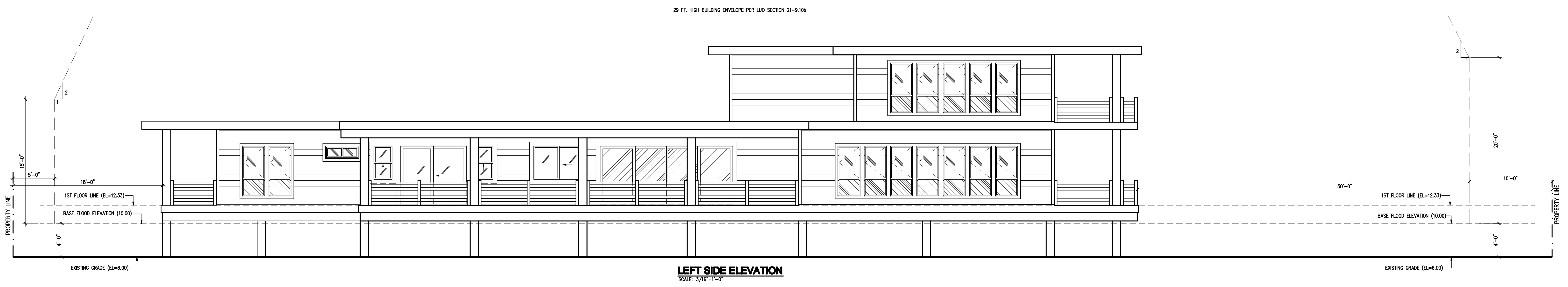




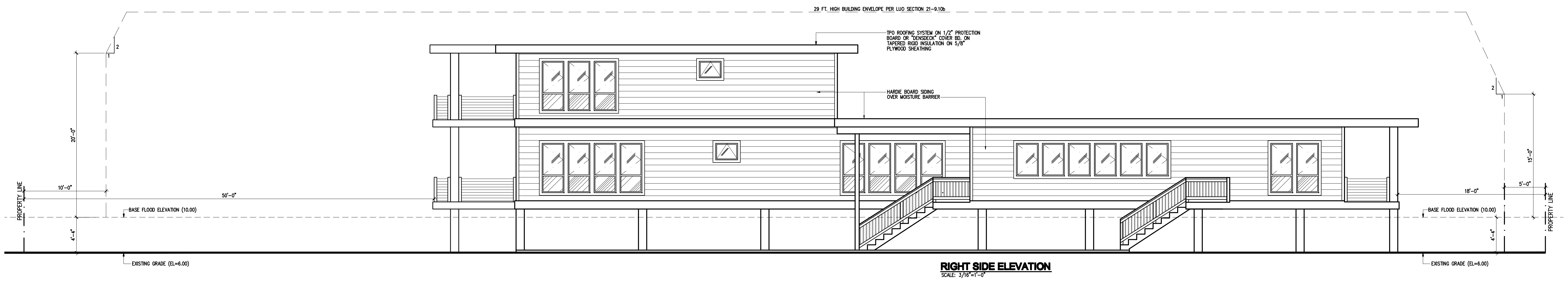
**FRONT ELEVATION**  
SCALE: 3/16"=1'-0"



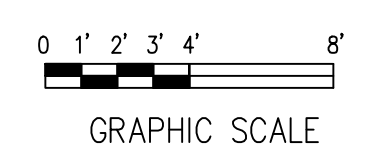
**REAR ELEVATION**  
SCALE: 3/16"=1'-0"



**LEFT SIDE ELEVATION**  
SCALE: 3/16"=1'-0"



**RIGHT SIDE ELEVATION**  
SCALE: 3/16"=1'-0"



EXP. DATE: 4-30-2024  
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. OBSERVATION OF CONSTRUCTION SHALL BE LIMITED TO VISUAL INSPECTION OF CONSTRUCTION. I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES. I AM NOT A LICENSED ARCHITECT OR ARCHITECTS AT LARGE AND LANDSCAPE ARCHITECTS OF THE STATE OF HAWAII.

PROPOSED NEW 2-STORY HOUSE FOR:  
**JONATHAN NGUYEN**  
53-424 KAMEHAMEHA HWY., UNIT 9  
HAUJULA, HAWAII 96762  
T. M. K. 5 - 3 - 005 : 070009

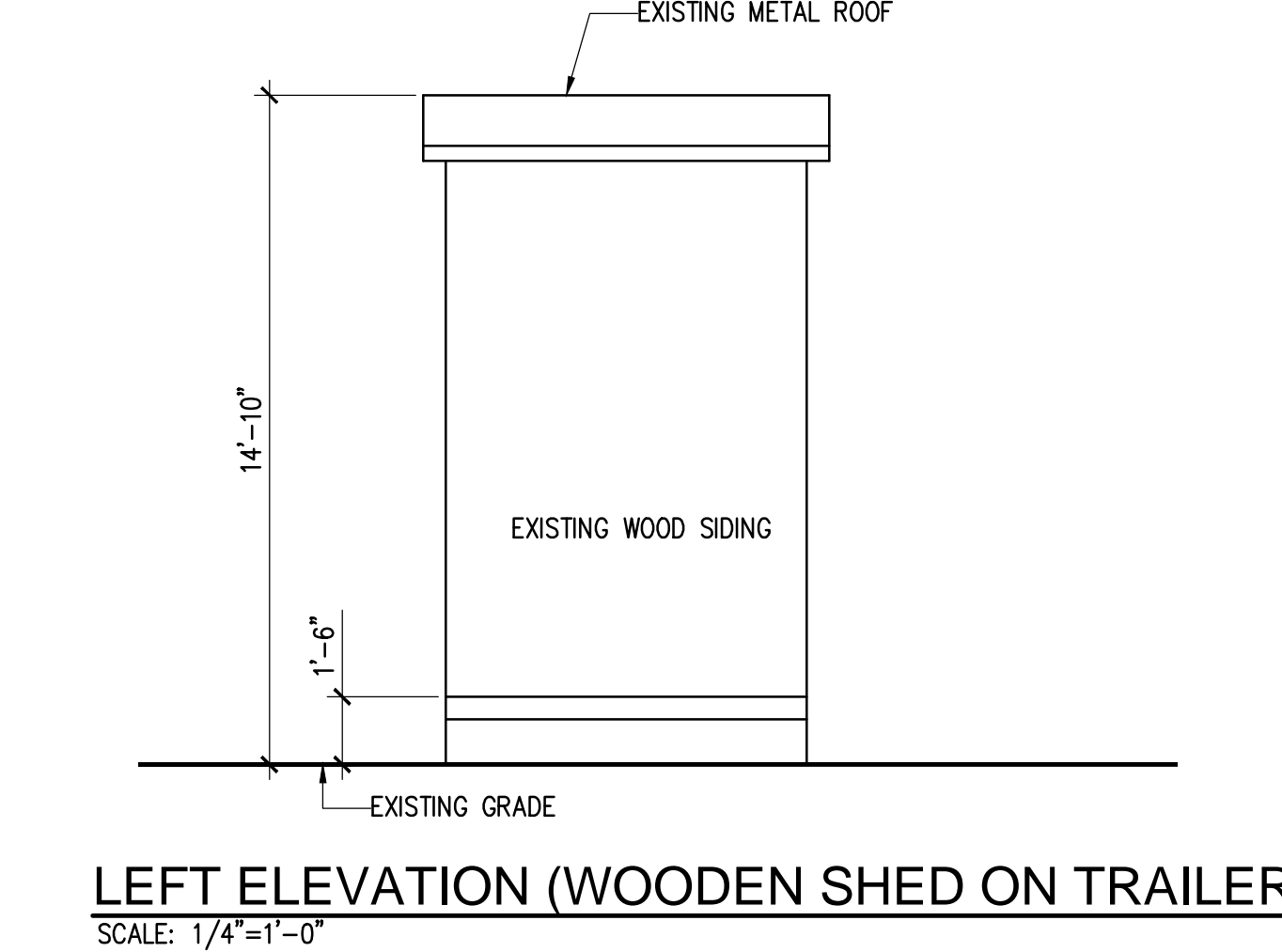
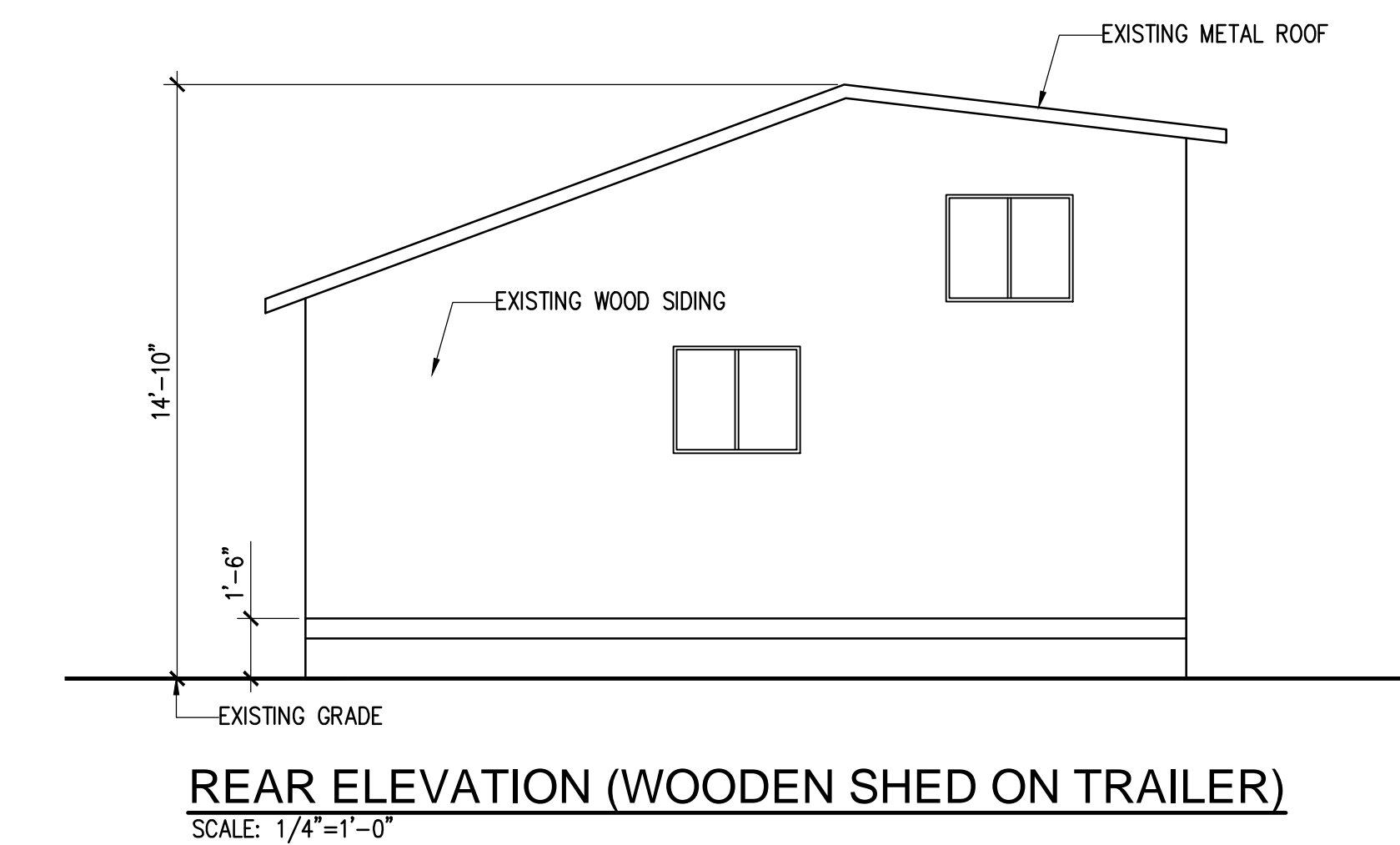
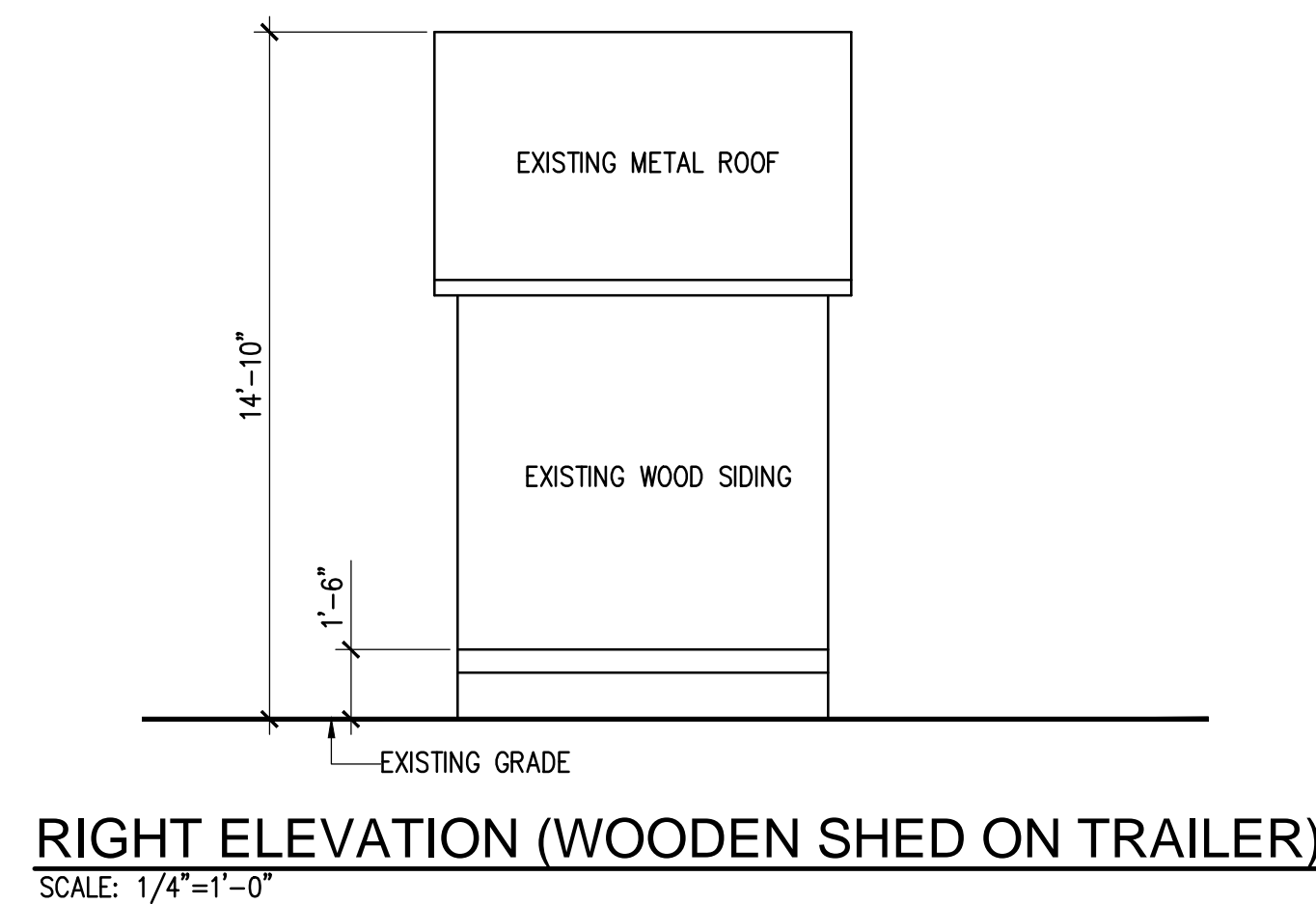
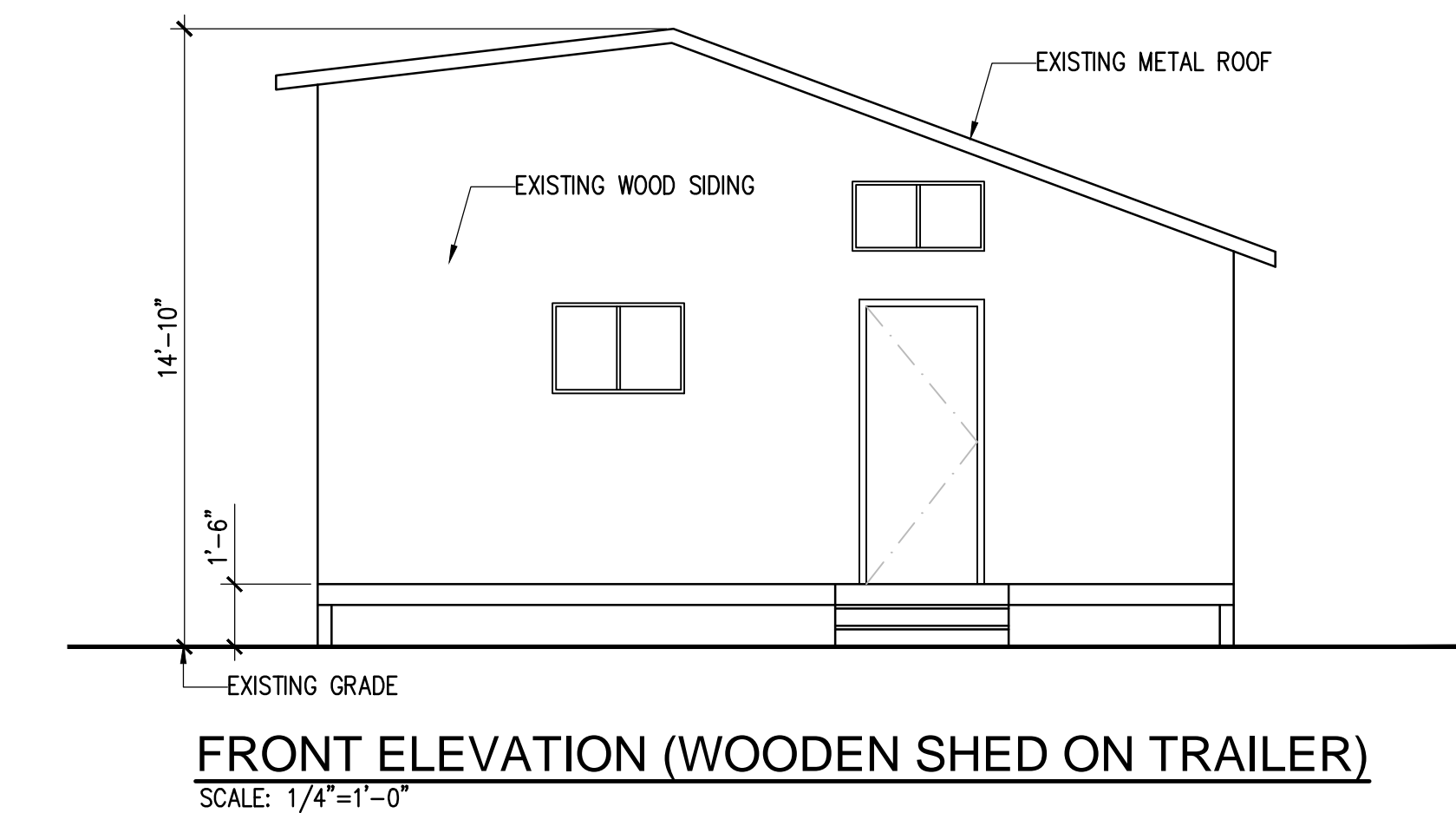
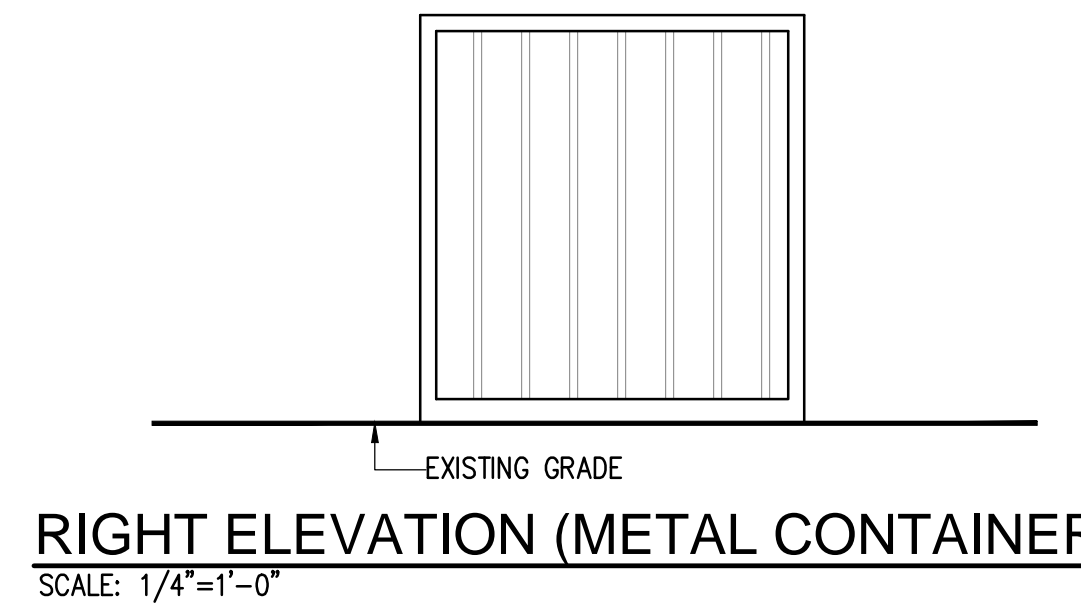
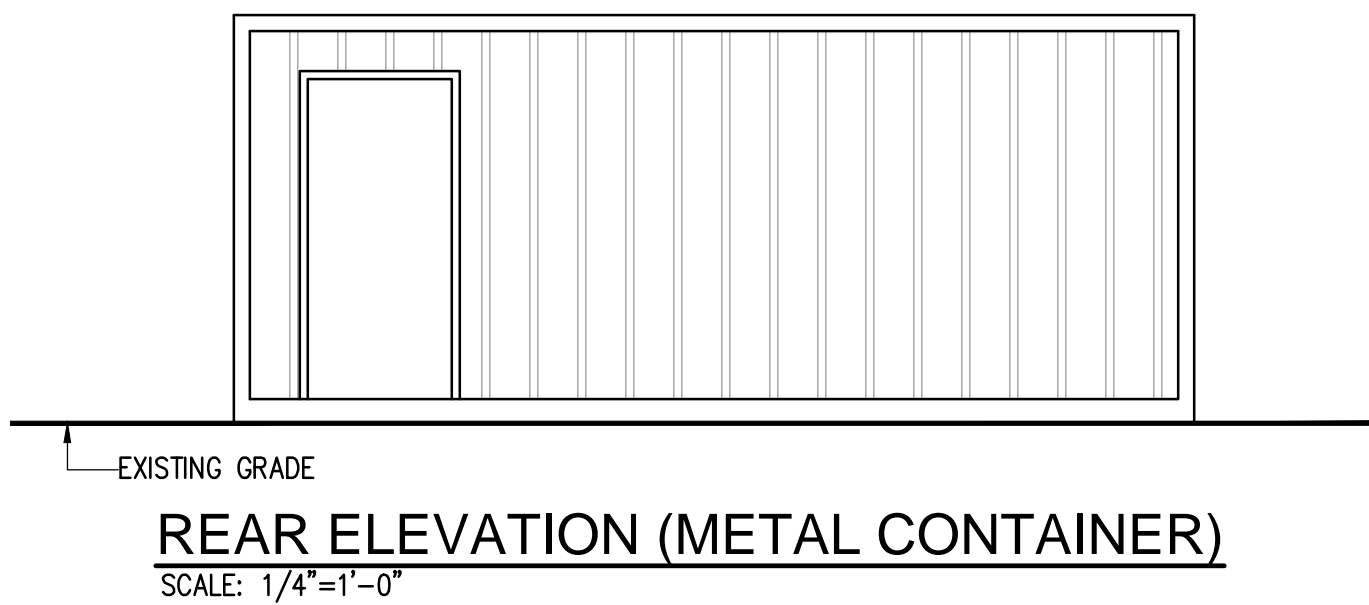
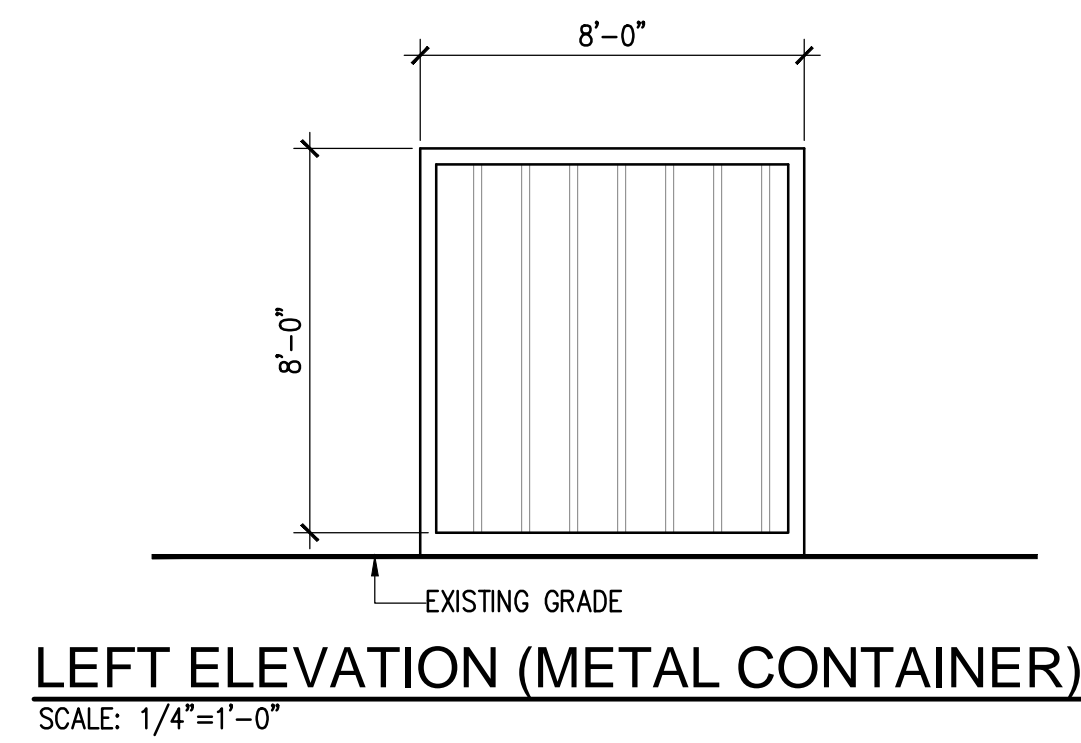
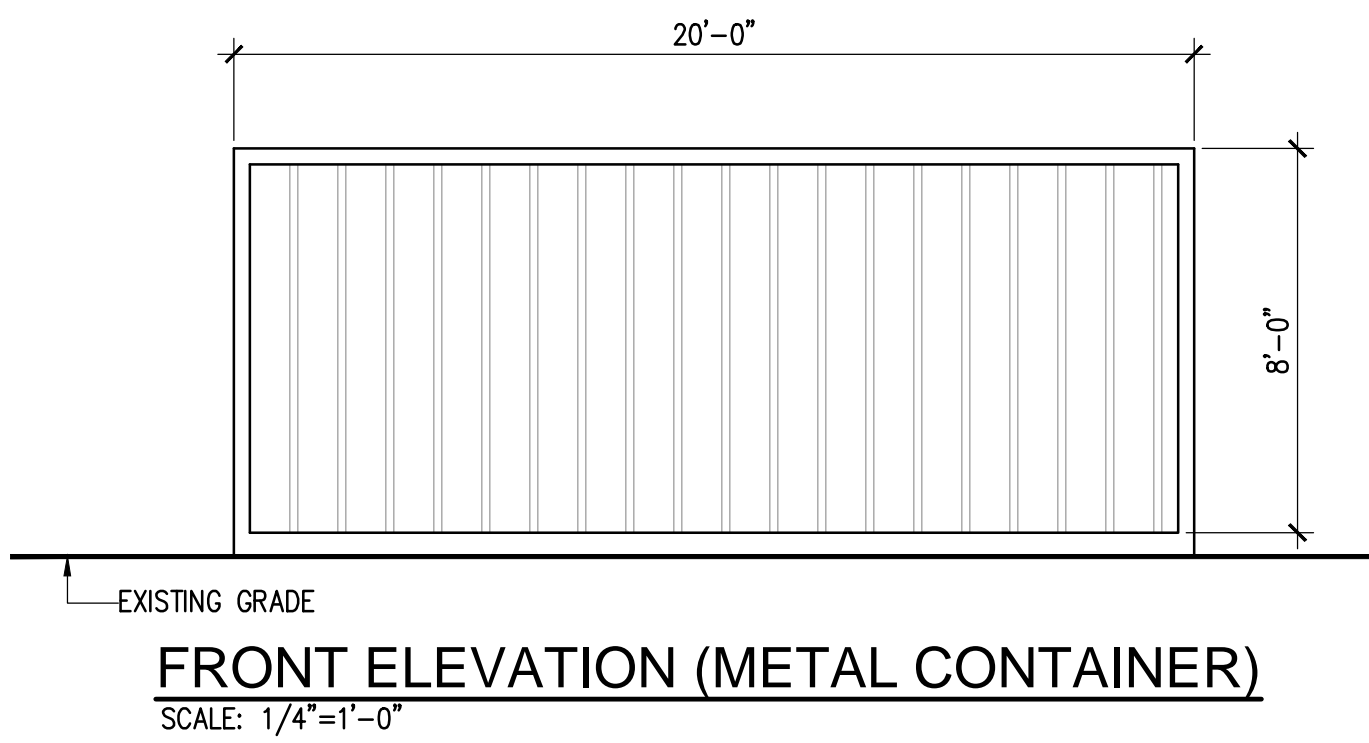
EXTERIOR ELEVATIONS

Date AUGUST 2023  
Scale AS NOTED  
Drawn DP  
Check by  
Job J. NGUYEN  
Sheet No

**A004**  
of Sheets

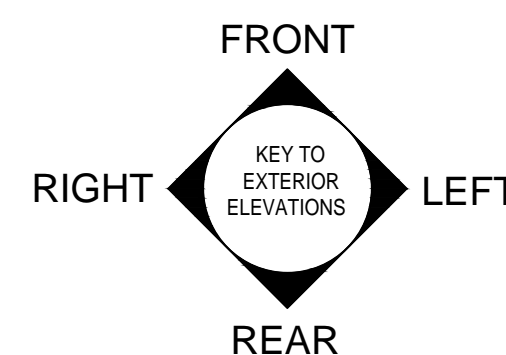
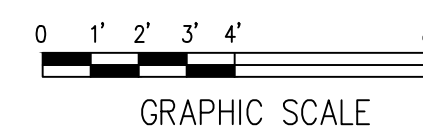
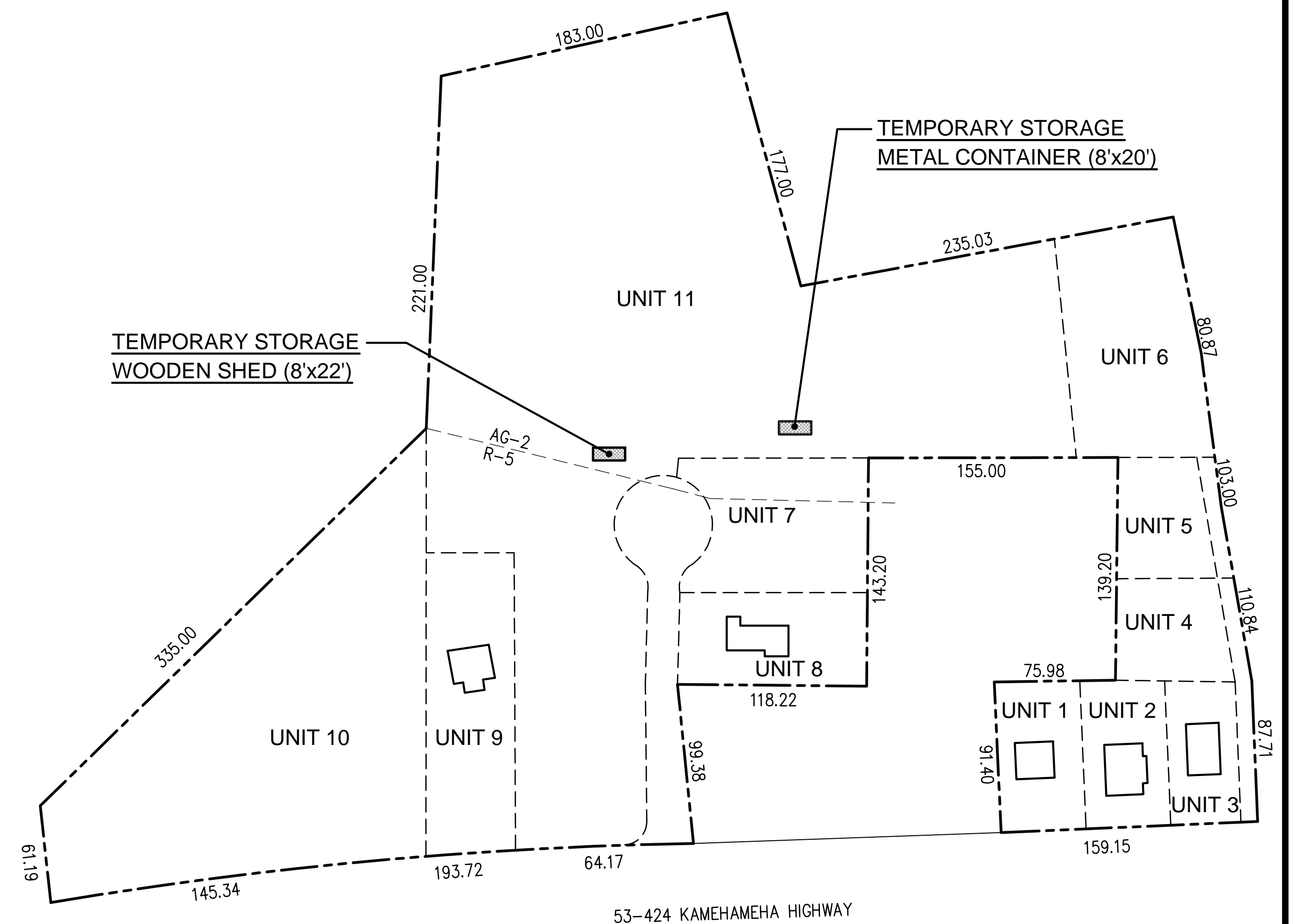
# TEMPORARY STORAGE SHED AND CONTAINER KAHENA WAI ESTATES, LLC

53-424 KAMEHAMEHA HWY., UNIT 11  
HAUULA, HAWAII 96717  
T . M . K . 5 - 3 - 005 : 0700011



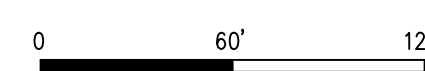
## PROJECT DATA:

LOT AREA:	100,531.00 S.F.(2.3079 acres)
ZONING:	R-5 AND AG-2
<b>CODES &amp; REGULATIONS:</b>	
2018 INTERNATIONAL BUILDING CODE W/ AMENDMENTS HAWAII REVISED STATUTES 2021 LAND USE ORDINANCES LUO W/ REVISED ORDINANCES	
<b>BUILDING AREA</b>	
STORAGE (METAL CONTAINER)	160.00 S.F.
STORAGE (WOODEN SHED)	176.00 S.F.
<b>TOTAL BUILDING AREA</b>	<b>336.00 S.F.</b>



## SITE PLAN

SCALE: 1" = 60'



TEMPORARY STORAGE SHED AND CONTAINER  
KAHENA WAI ESTATES, LLC

53-424 KAMEHAMEHA HWY., UNIT 11  
HAUULA, HAWAII 96717  
T . M . K . 5 - 3 - 005 : 0700011

NOTES, SITE PLAN,  
PROJECT DATA

Date JULY 2023  
Scale AS NOTED  
Drawn DP  
Check by  
Job KAHENA WAI  
Sheet No

**A001**  
of Sheets



**Page Intentionally Left Blank**

# **APPENDIX C**

## **Response to Comments on the Draft EA**

**Comments Received, and/or  
Agency Comments Reviewed  
for Similar Proposed Actions in  
Hau'ula addressed during the  
Pre-Consulting Effort and in the  
Draft EA**

**Community Presentations**



Page Intentionally Left Blank

**From:** DBEDT OPSD Environmental Review Program [dbedt.opsd.erp@hawaii.gov](mailto:dbedt.opsd.erp@hawaii.gov)  
**Subject:** FW: New online submission for The Environmental Notice  
**Date:** May 16, 2024 at 12:48 PM  
**To:** Kat, Michael A [michael.kat@honolulu.gov](mailto:michael.kat@honolulu.gov)  
**Cc:** [karlbromwell.5KsENV@gmail.com](mailto:karlbromwell.5KsENV@gmail.com)



Receipt acknowledged!

Sincerely,

Tom Eisen  
Senior Planner, Environmental Review Program  
Office of Planning and Sustainable Development  
State of Hawai'i  
(808) 586-4185  
[thomas.h.eisen@hawaii.gov](mailto:thomas.h.eisen@hawaii.gov)

*NOTE: The Environmental Review Program's primary role is to facilitate Hawai'i's environmental review process by providing relevant guidance and support to agencies, applicants, consultants, interest groups, and the public. The ERP is not authorized to make determinations on Environmental Assessments, Environmental Impact Statements or exemptions. Pursuant to Chapter 343, Hawai'i Revised Statutes, all such determinations are made by appropriate State or county agencies, county Mayors or the Governor.*

---

**From:** [webmaster@hawaii.gov](mailto:webmaster@hawaii.gov) <[webmaster@hawaii.gov](mailto:webmaster@hawaii.gov)>  
**Sent:** Thursday, May 16, 2024 12:17 PM  
**To:** DBEDT OPSD Environmental Review Program <[dbedt.opsd.erp@hawaii.gov](mailto:dbedt.opsd.erp@hawaii.gov)>  
**Subject:** New online submission for The Environmental Notice

<b>Action Name</b>
Kahena Wai Estates
<b>Type of Document/Determination</b>
ROH Ch 25 Draft EA and AFNSI
<b>Judicial district</b>
Ko'olauloa, O'ahu
<b>Tax Map Key(s) (TMK(s))</b>
(1) 5-3-005:070
<b>Action type</b>
Applicant
<b>Other required permits and approvals</b>
Special Management Area Use Permit, IWS Permit, Building Permits, etc. [see document]
<b>Discretionary consent required</b>
Special Management Area Use Permit
<b>Approving agency</b>
City & County of Honolulu, Department of Planning and Permitting



**Agency contact name**

Michael Kat

**Agency contact email (for info about the action)**

[michael.kat@honolulu.gov](mailto:michael.kat@honolulu.gov)

**Email address or URL for receiving comments**

[michael.kat@honolulu.gov](mailto:michael.kat@honolulu.gov)

**Agency contact phone**

(808) 768-8013

**Agency address**

650 South King Street  
Honolulu, Hawaii 96813  
United States  
[Map It](#)

**Applicant**

Kahena Wai Estates

**Applicant contact name**

Charles Hew-Lew

**Applicant contact email**

[karlbromwell.5KsENV@gmail.com](mailto:karlbromwell.5KsENV@gmail.com)

**Applicant contact phone**

(808) 542-4261

**Applicant address**

53-452 Unit 2 Kamehameha Highway  
Hauula, Hawaii 96717  
United States  
[Map It](#)

**Is there a consultant for this action?**

Yes

**Consultant**

5Ks ENV - Island Resource Solutions LLC

**Consultant contact name**

Karl Bromwell

**Consultant contact email**

[karlbromwell.5KsENV@gmail.com](mailto:karlbromwell.5KsENV@gmail.com)

**Consultant contact phone**

(808) 542-4261

**Consultant address**

2019 Puowaina Drive  
Honolulu, Hawaii 96813  
United States  
[Map It](#)

**Action summary**

The Applicant seeks a Major Special Management Area (SMA) Use Permit to allow a programmatic 10-year development plan that includes the construction of new single-family dwellings for the 11 condominium property regime units, which comprise the subject site, that are located within the SMA in Hau'ula, O'ahu. The site is split zoned between the R-5 Residential District (R-5) and AG-2 General Agricultural (AG-2). The Proposed Action can be divided into three general programmatic efforts: (1) construction of new single-family dwellings and their respective individual wastewater systems on vacant R-5 lots; (2) permitting of existing dwellings for cesspool conversion, additions, AG-2 waiver, and future minor improvements; and (3) the potential options for development and permitted use of the units associated with the AG-2 and wetland setback areas.

#### **Attached documents (signed agency letter & EA/EIS)**

- [DPP-Submission\\_DEA-SMA-Programmatic\\_KahenaWaiEstates\\_TMK-5-3-0050070\\_4MAY241.pdf](#)
- [OPSD-Transmittal-Letter1.pdf](#)

#### **Action location map**

- [Kahena-Wai-Estate1.zip](#)

#### **Authorized individual**

Michael Kat

#### **Authorization**

- The above named authorized individual hereby certifies that he/she has the authority to make this submission.



**DEPARTMENT OF PLANNING AND PERMITTING**  
**KA 'OIHANA HO'OLĀLĀ A ME NĀ PALAPALA 'AE**  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813  
PHONE (808) 768-8000 • FAX: (808) 768-6041 • WEBSITE [honolulu.gov/dpp](http://honolulu.gov/dpp)

RICK BLANGIARDI  
MAYOR  
MEIA



DAWN TAKEUCHI APUNA  
DIRECTOR  
PO O

REGINA MALEPEAI  
2<sup>ND</sup> DEPUTY DIRECTOR  
HOPE PO O KUALUA

June 18, 2024

2024/ED-4 (MAK)

Mr. Karl Bromwell  
5Ks ENV - Island Resource Solutions LLC  
2019 Puowaina Drive  
Honolulu, Hawaii 96813

Dear Mr. Bromwell:

**SUBJECT:** Revised Ordinances of Honolulu (ROH) Chapter 25  
Draft Environmental Assessment (EA)  
Kahena Wai Estates (Project)  
53-424, 53-428, 53-432, 53-437, 53-438, 53-440, 53-450, 53-452,  
and 53-458 Kamehameha Highway - Hau'ula  
Tax Map Key 5-3-005: 070

The Department of Planning and Permitting (DPP) offers the following comments on the Draft EA for the above-referenced Project.

1. Generally speaking, it needs to be clearer that the purpose of the EA is not just because of the proposed actions but because it is considered part of a larger development for purposes of the Special Management Area (SMA) Ordinance, Revised Ordinances of Honolulu (ROH) Chapter 25. The ownership having been submitted to a Condominium Property Regime (CPR) does not change the development potential for the Subject parcel and that any development onsite remains connected amongst each individual CPR unit. The EA is necessary because any future development or action taken by one owner will influence the others. Therefore, the Final EA should address the potential cumulative impacts for the next 10-years, so that as development occurs incrementally the environmental impacts from those projects will have already been evaluated.
2. Regarding references to the 50-foot (ft.) wetland boundary, please note that ROH Section 25-2.1 is referencing areas included in establishing the SMA boundary and does not necessarily pertain to a 50-ft. setback from wetlands. However, any proposed structure should be setback as far as possible from any identified



wetlands and including it in the Final EA as a mitigation strategy is recommended.

3. The Draft EA does not reference whether any farm dwellings will be developed on the agriculturally zoned CPR units. However, an unpermitted "mobile shelter" is currently located on CPR Unit 6, which is located within the AG-2 General Agricultural District. Please accurately differentiate between farm dwellings being allowed in agricultural districts and single-family dwellings in the residential district.
4. Regarding the Project Summary, please address the following comments in the Final EA:
  - Project name is referenced differently on the title page, preface, and project summary. Please be consistent throughout the report when referencing the Project name.
  - Under State Land Use (SLU) District, please delete "District 0-11, Kahana Quadrangle" and reference it as being located in both the Urban and Agricultural Districts.
  - Under Existing County Zoning, please reference the zoning districts as "R-5 Residential District" and "AG-2 General Agricultural District." The entire EA should be checked to ensure the zoning districts are referenced correctly. Should you abbreviate them, please use "R-5 District" and "AG-2 District."
  - There is an 'okina in "Ko'olau Loa."
  - Please reference it as "Flood Hazard Zones" and not "Flood Insurance Rate."
  - Delete "Map Zone and Special Designation" as this is redundant information.
  - Summary or "Proposal" should be revised to be a concise statement of the proposed action. We suggest "Programmatic 10-year development plan for the 11 CPR units, which includes the construction of new single-family dwellings and various site improvements, and are located within the SMA."
5. Regarding the Executive Summary, please be more concise. It should be a high level summary of the EA and not a full description of the proposed action. The Introduction will cover all this information, and these detailed descriptions, figures, and tables should be moved to that section instead.
6. Please reference tables and figures numerically. The combination of letters and numbers to cite tables and figures is unnecessary and is confusing when the EA



makes references to figures not listed, such as "Figure 2" when there is only "Figures 2a, 2b, and 2c" listed.

7. Regarding the Table ES-1, please address the following comments in the Final EA:

- Delete Column E "TMK." There is only one TMK and reference to CPR units is redundant.
- Under Column D, reference it as "Owner Name" and please fill out each owner's first and last name.
- Please format numbers consistently throughout report (i.e. XXX,XXX).
- Delete Column H "Structure." This is redundant information that can be inferred by referencing column J.
- Under Column J, revise heading to "Current Land Use/ Structures Onsite." Simplify the information so that the land use/structure is grouped into one description (i.e. single-family dwelling versus total living area, carport, open porch, etc.). Please put an asterisks next to area that is associated with unpermitted work.
- Under Column K, please reference this as "Floor Area" and calculate it in accordance with ROH Chapter 21. Please remove reference to "plans" or "no plans" as this is referring to existing conditions and not proposed. Please put an asterisks next to area that is associated with unpermitted work and explain asterisk at bottom of table. At the bottom of the column, please include a total for the existing floor area.
- Under Column L, please only reference structures that are existing for year built.
- Under Column N, revise heading to "Proposed Land Use/ Structures Onsite." Please simplify the proposed actions into more concise descriptions (i.e. New single-family dwelling vs. new dwelling, 1<sup>st</sup> floor, 2<sup>nd</sup> floor, etc.). Please note which units will have new Individual Wastewater System installed.
- Under proposed actions for CPR Unit 1, please revise description with "new addition" and provide an approximate floor area and estimated cost.
- Under Column O, please reference this as "Floor Area" and calculate it in accordance with ROH Chapter 21. At the bottom of the column, please include a total for the existing floor area.
- Under Column P, please give estimated costs for all units. If the exact cost is not known then place an asterisks next to those amounts. At the bottom of the column, please include a total or range of how much the combined actions will cost.
- Delete column Q "Parcel Info." This is redundant information that can be inferred by referencing Column C.



8. Regarding the Figure ES-1a, please address the following comments in the Final EA:
- Please indicate which structures are unpermitted onsite.
  - Please make the zoning district boundary bolder and easier to reference. The zoning district boundary should also continue beyond the Subject parcel to show the zoning for the surrounding parcels.
9. Regarding the Figure ES-1b, please address the following comments in the Final EA:
- Please make the zoning district boundary bolder and easier to reference. The zoning district boundary should also continue beyond the Subject parcel to show the zoning for the surrounding parcels.
  - It is unclear what the unpermitted structures that are relocated or remain in the agricultural lands will function. Please clarify what land use these will be authorized under to help explain how they will be used.
10. Regarding Section 2.3.2, please address the following comments in the Final EA:
- The Country District is incorrectly referenced.
  - Ranching is not a land use and should be clarified, because "major livestock production" is not feasible on a lot that small.
  - Table 2-1 is not correctly referencing allowable uses under the ROH Chapter 21 Master Use Table 21-3. It appears to be referencing proposed land uses under proposed amendments to the ROH Chapter 21 under Bill 64 (2024), which is still being discussed by City Council.
  - Options A and B appear to be the same proposed actions and could be consolidated into one option.
  - Option C could be parsed out into two separate options provided that more detail is given for each idea. Is the community garden going to be open to the public or just CPR owners? What improvements are proposed? Is the wildlife preserve going to be improved or is it just vacant land?
  - Option D can be deleted. It is not a distinct option and it can be inferred as a possibility by accounting for the other options.
11. Regarding Section 3.1.1, please be more concise and direct. This sections fails to mention that of the nine triggers to Hawaii Revised Statutes (HRS) Chapter 343 that the Project does not trigger any of them. Please be clear that an EA is being prepared pursuant to ROH Chapter 25.



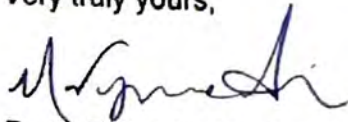
12. Regarding Section 3.1.2, this section is too board and does not accurately reflect the proposed Project. Instead of discussing each article of ROH Chapter 21 the EA should focus on relevant articles. The residential and agricultural development standards should be shown in a table and filled in with the appropriate information as it relates with the proposed Project. The lot also being split zoned should be better addressed.
13. Regarding Section 3.1.3, this section fails to explain how it is consistent with goals and objectives of ROH Chapter 25. Seeing as this is in preparation for an upcoming SMA Use Permit, more detail about the Projects compliance is expected in the Final EA.
14. Regarding Special Requirements Applicable to Shoreline Lots, this section should be addressing ROH Chapter 26 not 23 and should be revised to split Chapters 25 and 26 into their respective sections.
15. Regarding Section 3.1.4, please address the following comments in the Final EA:
  - This section fails to explain the proposed methods to be implemented during construction to comply with the Rules Relating to Water Quality ("Rules").
  - The July 2017 Storm Water BMP Guide for New and Redevelopment pertains to post-construction requirements for priority projects (Section 20-3-48, Rules).
  - Since the proposed development involves noncontiguous, but related work, the project is deemed a Priority Project, subject to the requirements of Section 20-3-48 of the Rules. That said, describe how the project will comply with the post-construction requirements pursuant to the Rules.
16. Regarding Section 3.3, this section is unclear as whether a grading permit will be required for this Project. The Final EA must have a list of all required permits and approval (state, federal, and county), and identification of which approvals necessitate HRS Chapter 343, environmental review.
17. The Draft EA does not discuss conformance with the SLU Law, HRS Chapter 205. Be aware that non-farm dwellings are not a permitted use in the SLU Agricultural District.
18. Discussions regarding conformance with County Land Use Plans and Regulations need to cite specific policies and guidelines of these Plans and Regulations that they feel the project is conforming to. Merely expressing what

Mr. Karl Bromwell  
June 18, 2024  
Page 6

those policies are without addressing how the Project conforms and meets them is insufficient.

Thank you for the opportunity to comment on this proposal. Should you have any questions, please contact Michael Kat, of our Zoning Regulations and Permits Branch, at (808) 768-8013 or via email at [michael.kat@honolulu.gov](mailto:michael.kat@honolulu.gov).

Very truly yours,



FOR

Dawn Takeuchi Apuna  
Director





**SKS ENV**  
LAND RESOURCE SOLUTIONS

Environmental Planning and Permitting | Water Resource Compliance Management and Permitting |  
Natural Resource Surveys and Appraisals | Site Investigations, Multi-Media Monitoring Services and Health & Safety Compliance | Project Management

Dawn Takeuchi-Apana, Director  
Department of Planning and Permitting  
650 South King Street, 7th Floor  
Honolulu, Hawaii 96813

August 25, 2024

2024/EDE-4 (MAK)

Attn: Michael Kat

**SUBJECT: Draft Environmental Assessment (EA) for SMA-Major, Kahena Wai Estates, Kamehameha Highway, 53-424, -428, -432, -437, -438, -440, -450, -452, and -458, Hauula Tax Map Key: (1) 5-3-005:070**

Thank you for your comments to the above listed Draft Environmental Assessment. We will respond to your comments in the Final EA as referenced below.

1. DPP Comment: Generally speaking, it needs to be clearer that the purpose of the EA is not just because of the proposed actions but because it is considered part of a larger development for purposes of the Special Management Area (SMA) Ordinance, Revised Ordinances of Honolulu (ROH) Chapter 25. The ownership having been submitted to a Condominium Property Regime (CPR) does not change the development potential for the Subject parcel and that any development onsite remains connected amongst each individual CPR unit. The EA is necessary because any future development or action taken by one owner will influence the others. Therefore, the Final EA should address the potential cumulative impacts for the next 10 years, so that as development occurs incrementally the environmental impacts from those projects will have already been evaluated.

Response: We will amend the purpose of the EA as part of a larger development in consideration of the cumulative plans for the purpose of the SMA ROH Chapter 25.

2. DPP Comment: Regarding references to the 50-foot (ft.) wetland boundary, please note that ROH section 25-2.1 is referencing areas included in establishing the SMA boundary and does not necessarily pertain to a 50-ft. setback from wetlands. However, any proposed structure should be setback as far as possible from any identified wetlands and including it in the Final EA as a mitigation strategy is recommended.

Response: We will remove the setback lines from the site plan. All proposed structures as far as possible from the identified wetland.

3. DPP Comment: The Draft EA does not reference whether any farm dwellings will be developed on the agriculturally zoned CPR units. However, an unpermitted "mobile shelter" is currently located on CPR Unit 6, which is located within the AG-2 General Agricultural District. Please accurately differentiate between farm dwellings being allowed in agricultural districts and single-family dwellings in the residential district.

Response: The EA identifies in Section 2.2.4 that the Unit 6 dwelling is within the AG-2 District and will be submitting a declaration per HRS Section 46-88. The Final EA, will be amended

to further address CPR Unit 6, which is located in AG-2 District, by stating: The owner of Unit 6, located within the AG-2 District operates a small nursery growing specialized plants which are potted for a non-profit organization. The mobile shelter is an accessory to the nursery operation that is unpermitted. The owner is working towards “after-the-fact”.

4. DPP Comment: Regarding the Project Summary, please address the following comments in the Final EA:

- Project name is referenced differently on the title page, preface, and project summary. Please be consistent throughout the report when referencing the Project name.
- Under State Land Use (SLU) District, please delete "District 0-11, Kahana Quadrangle" and reference it as being in both the Urban and Agricultural Districts.
- Under Existing County Zoning, please reference the zoning districts as "R-5 Residential District" and "AG-2 General Agricultural District." The entire EA should be checked to ensure the zoning districts are referenced correctly. Should you abbreviate them, please use "R-5 District" and "AG-2 District."
- There is an 'okina in "Ko'olau Loa"
- Please reference it as "Flood Hazard Zones" and not "Flood Insurance Rate."
- Delete "Map Zone and Special Designation" as this is redundant information.
- Summary or "Proposal" should be revised to be a concise statement of the proposed action. We suggest "Programmatic 10-year development plan for the 11 CPR units, which includes the construction of new single-family dwellings and various site improvements, and are located within the SMA"

*Response: Revisions to the Project Summary, including SLU, County zoning, Map zone section, etc. will be made as noted.*

5. DPP Comment: Regarding the Executive Summary, please be more concise. It should be a high-level summary of the EA and not a full description of the proposed action. The introduction will cover all this information, and these detailed descriptions, figures, and tables should be moved to that section instead.

*Response: The Executive Summary will be amended to provide a general overview and move the more detailed descriptions to the Introduction Section.*

6. DPP Comment: Please reference tables and figure numerically. The combination of letters and numbers to cite tables and figures is unnecessary and is confusing when the EA makes references to figures not listed, such as "Figure 2" when there is only "Figures 2a, 2b, and 2c" listed.

*Response: Thank you for your comment, the Figure 2 typo in the introduction section has been corrected to read Figure 2a, so it should be clear which figure is referencing SMA depiction. To my knowledge no other typos were identified, but we will review all tables and figures closer for correct referencing. We will also take note for future EAs where DPP is the approving agency that solo numbering vs. combination with lettering is preferred. The combination with letters is sometimes necessary when figures are added late in the process and is even a standard formatting option for some DoD documents. We feel changing all these tables and figures now will only confuse the reader even more between the DEA to FEA revisions.*



7. DPP Comments: Regarding the Table ES-1, please address the following comments in the Final EA:

- Delete Column E "TMK. There is only one TMK and reference to CPR units is redundant.
- Under Column D, reference it as "Owner Name" and please fill out each owner's first and last name.
- Please format numbers consistently throughout report (i.e. XXX,XXX).
- Delete Column H "Structure." This is redundant information that can be inferred by referencing column J.
- Under Column J, revise heading to "Current Land Use/ Structures Onsite." Simplify the information so that the land use/structure is grouped into one description {i.e. single-family dwelling versus total living area, carport, open porch, etc.}. Please put an asterisk next to area that is associated with unpermitted work.
- Under Column K, please reference this as "Floor Area" and calculate it in accordance with ROH Chapter 21. Please remove reference to "plans" or "no plans" as this is referring to existing conditions and not proposed. Please put an asterisk next to area that is associated with unpermitted work and explain asterisk at bottom of table. At the bottom of the column, please include a total for the existing floor area.
- Under Column L, please only reference structures that are existing for year built
- Under Column N, revise heading to "Proposed Land Use/ Structures Onsite." Please simplify the proposed actions into more concise descriptions (i.e. New single-family dwelling vs. new dwelling, 1<sup>st</sup> floor, 2<sup>nd</sup> floor, etc.). Please note which units will have new Individual Wastewater Systems installed.
- Under proposed actions for CPR Unit 1, please revise description with "new addition" and provide an approximate floor area and estimated cost.
- Under Column O, please reference this as "Floor Area" and calculate it in accordance with ROH Chapter 21. At the bottom of the column, please include a total for the existing floor area.
- Under Column P, please give estimated costs for all units. If the exact cost is not known, then place an asterisks next to those amounts. At the bottom of the column, please include a total or range of how much the combined actions will cost.
- Delete column Q "Parcel Info." This is redundant information that can be inferred by referencing Column C.

*Response: Modifications to the Table ES-1 will made, then referencing to all ES Tables and Figures relocated in the Introduction section as requested.*

8. DPP Comments: Regarding the Figure ES-1a, please address the following comments in the Final EA:

- Please indicate which structures are unpermitted onsite.

- Please make the zoning district boundary bolder and easier to reference. The zoning district boundary should also continue beyond the Subject parcel to show the zoning for the surrounding parcels.

***Response:** Modification to ES-1a Figure will be made to address the first and second bullet points above, then referenced in the introduction section as requested.*

9. DPP Comments: Regarding the Figure ES-1b, please address the following comments in the Final EA;

- Please make the zoning district boundary bolder and easier to reference. The zoning district boundary should also continue beyond the Subject parcel to show the zoning for the surrounding parcels.
- It is unclear what the unpermitted structures that are relocated or remain in the agricultural lands will function. Please clarify what land use these will be authorized under to help explain how they will be used.

***Response:** Comments will be addressed in Figure ES-1b as identified, then references to this Figure relocated to the introduction section.*

10. DPP Comments: Regarding Section 2.3.2, please address the following comments in the Final EA:

- The Country District is incorrectly referenced.
- Ranching is not a land use and should be clarified, because major livestock production is not feasible on a lot that small.
- Table 2-1 is not correctly referencing allowable uses under the ROH Chapter 21 Master Use Table 21-3. It appears to be referencing proposed land uses under proposed amendments to the ROH Chapter 21 under Bill 64 (2024), which is still being discussed by City Council.
- Options A and B appear to be the same proposed actions and could be consolidated into one option.
- Option C could be parsed out into two separate options provided that more detail is given for each idea. Is the community garden going to be open to the public or just CPR owners? What improvements are proposed? Is the wild life preserve going to be improved or just vacant land?
- Option D can be deleted. It is not distinct option, and it can be inferred as a possibility by accounting for the other options.

***Response:** We will modify the Final EA as suggested. References to Ranching and Livestock Grazing has been removed. Text references for Table 2-1 has been revised to read modification of the Department of Planning and Permitting, City and County of Honolulu, Land Use Ordinance, December 2020, Revised February 6, 2024. Table 21-3 Master Use Table, Page 40-59 (Revised February 6, 2023). Option terminology and clearer description will be corrected; changes will be reflected in the Final EA. Option A and B will be combined into Option A. Option C is parsed out into Option B and Option C, Option D is deleted, making Option E now Option D.*



11. DPP Comments: Regarding Section 3.1.1, please be more concise and direct. This section fails to mention that of the nine triggers to Hawaii Revised Statutes (HRS) Chapter 343 that the Project does not trigger Any of them. Please be clear that an EA is being prepare pursuant to ROH Chapter 25.

*Response: Section 3.1.1 will be modified to clearly describe the impact or effects of the HRS Chapter 343 triggers (13), when the Proposed Action involves Use of State or County Funds, Conservation District, Shoreline, Historic Sites, Waikiki District, Amendments to County General Plans, Reclassification of Conservation District, Helicopter Facility, Propose Use (Wastewater Treatment Unit, Waste to Energy facility, Landfill, Oil Refinery, or any Power generation facility).*

12. DPP Comments: Regarding Section 3.1.2, this section is too broad and does not accurately reflect the proposed Project. Instead of discussing each article of ROH Chapter 21 the EA should focus on relevant articles. The residential and agricultural development standards should be shown in a table and filled in with the appropriate information as it relates with the proposed Project. The lot also being split zoned should be better addressed.

*Response: Amendment to Section 3.1.2 will be addressed as noted*

13. DPP Comments: Regarding Section 3.1.3, this section fails to explain how it is consistent with Goals and objectives of ROH Chapter 25. Seeing as this is in preparation for an upcoming SMA Use Permit, more detail about the Projects compliance is expected in the Final EA.

*Response: Section 3.1.3 will be amended to address goals and objective of ROH Chapter 25.*

14. DPP Comments: Regarding Special Requirements Applicable to Shoreline Lots, this section should be addressing ROH Chapter 26 not 23 and should be revised to split Chapters 25 and 26 into their respective sections.

*Response: Although this is not a shoreline lot as there is a highway between the subject lot and the shoreline, Chapter 26 will be mentioned to describe how this project is in compliance. Modifications will be made to be placed in their respective section.*

15. DPP Comments: Regarding Section 3.1.4, please address the following comments in the Final EA:

- This section fails to explain the proposed methods to be implemented during construction to comply with the Rules Relating to Water Quality (“Rules”).
- The July 2017 Storm Water BMP Guide for New and Redevelopment pertain to post-construction requirements for priority projects (Section 20-3-48, Rules).
- Since the proposed development involves noncontiguous, but related work, the project is deemed a Priority Project, subject to the requirements of Section 20-3-48 of the Rules. That said, describe how the project will comply with the post-construction requirements pursuant to the Rules.

*Response: Section 3.1.4 will be address and clarified in the Final EA, adding text from §20-3-48 and methodology for the construction contractor on how to comply with the Rules.*

16. DPP Comments: Regarding Section 3.3, this section is unclear as whether a grading permit will be required for this Project. The Final EA must have a list of all required permits and approval (state, federal, and county). And identification of which approval necessitate HRS Chapter 343, Environmental review.

*Response: A permits table will be added to Section 3 of the Final EA.*

17. DPP Comments: The Draft EA does not discuss conformance with the SLU Law, HRS Chapter 205. Be aware that on-farm dwellings are not a permitted use in the SLU Agricultural District.

*Response: We will modify the Final EA to better describe its use in accordance with HRS Chapter 205.*

18. DPP Comments: Discussions regarding conformance with County Land Use Plans and Regulations need to cite specific policies and guidelines of these Plans and Regulations that they feel the project is conforming to. Merely expressing what those policies are without addressing how the Project conforms and meets them is insufficient.

*Response: Clarity and references will be provided to justify its conformance in Table 3-1*

Thank you for your comments and guidance during the environmental review process!

~~~~~  
*Karl B. Bromwell, MPH  
President / Senior Environmental Planner  
5Ks ENV – Island Resource Solutions  
1717 Mott-Smith Drive | Apt. 2407  
Honolulu, HI 96822*



08 's s s0 0 0 0  
s s s s s s  
s s s s  
ss

| Permit Type         | Permit No.      | Description                                                                                                                                                                                 | Status             | Created Date | Issue Date | Units |
|---------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------|------------|-------|
| Notice of Violation | 2023/NOV-08-206 | BV 53-452 Kamehameha Highway [TMK 5-3-005:070] Alteration to the existing single family dwelling without a building permit.                                                                 | Draft NOV Reviewed | 28-Aug-23    | 28-Aug-23  | 2     |
| Notice of Violation | 2023/NOV-10-259 | BV 53-424 Kam Hwy [TMK: 5-3-005:070] Illegal structures Unit 6                                                                                                                              | Draft NOV Reviewed | 31-Oct-23    | 3-Nov-23   | 6     |
| Notice of Violation | 2023/NOV-11-004 | BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures Unit 5                                                                                                                           | Draft NOV Reviewed | 1-Nov-23     | 3-Nov-23   | 5     |
| Notice of Violation | 2023/NOV-11-007 | BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures Unit 11                                                                                                                          | Draft NOV Reviewed | 1-Nov-23     | 3-Nov-23   | 11    |
| Notice of Violation | 2024/NOV-04-104 | BV 53-440 Kamehameha Highway Unit 8 BV 53-424 Unit 8 KAM HWY Hauula, 96717 [TMK:5-3-005:070] Renovation and Alteration work to existing dwelling without first obtaining a building permit. | Draft NOV Reviewed | 11-Apr-24    | 19-Apr-24  | 8     |





DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET \* HONOLULU, HAWAII 96813  
Fax: (808) 768-4400

# Notice of Violation

Violation No.: **2023/NOV-08-206 (BV)**

Date: **August 28, 2023**

Owner(s)

Belluomini, Cary J. Trust  
47-707 Hui Ulili Street  
Kaneohe, HI 96744

Belluomini, Cary J. Trust  
53-452 Kamehameha Highway Unit 2  
Hauula, HI 96717

Contractor(s)

Tenant/Violator

Architect/Plan Maker

Lessee

Agent

Engineer

TMK: **5-3-005:070 53-424 KAM HWY Hauula 96717**

**Specific Address of Violation: 53-452 KAM HWY HAUULA 96717**

I have inspected the above-described premises and have found the following violations of City and County of Honolulu's laws and regulations governing same:

| Codes and/or Ordinance(s) and Section(s)            | Violation(s)                                                                                          |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| ROH 2021, as amended, Chapter 18 Section 18-3.1     | A building permit is required for the addition/alteration to the existing single family dwelling.     |
| ROH 2021, as amended, Chapter 18 Section 18-6.2 (d) | The building permit fee shall be tripled for starting work without first obtaining a building permit. |

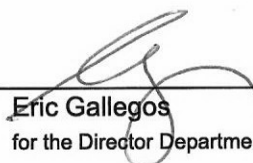
You are hereby ordered to obtain permit(s) and/or correct violation by September 28, 2023. Please call the undersigned after the corrections have been made.

You are reminded that if no action is taken within the specified time:

1. A Notice of Order will be issued by the Department of Planning and Permitting imposing CIVIL FINES for the specified violations; and/or
2. This matter may be referred to the Prosecuting Attorney and/or Corporation Counsel for appropriate action.

Special Instructions:

Inspector

  
Eric Gallegos Phone: (808) 768-8143  
for the Director Department of Planning and Permitting



# Notice of Violation

Violation No.: **2023/NOV-11-004 (BV)**

Date: **November 03, 2023**

Owner(s)

Nicholson, Shawn  
 130 Dean Street  
 Hicksville, NY 11801

Contractor(s)

Tenant/Violator

Architect/Plan Maker

Lessee

Agent

Engineer

Kahena Wai Estates LLC  
 C/O Charles Hew-Len  
 87-070 Farrington Highway STE 303  
 Waianae, HI 96792

TMK: **5-3-005:070 53-424 KAM HWY Hauula 96717**

**Specific Address of Violation: 53-424 Kamehameha Highway Unit 5**

I have inspected the above-described premises and have found the following violations of City and County of Honolulu's laws and regulations governing same:

| Codes and/or Ordinance(s) and Section(s)            | Violation(s)                                                                                          |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| ROH 2021, as amended, Chapter 18 Section 18-3.1     | A building permit is required for the construction of the various structures throughout the property. |
| ROH 2021, as amended, Chapter 18 Section 18-6.2 (d) | The building permit fee shall be tripled for starting work without first obtaining a building permit. |

You are hereby ordered to obtain permit(s) and/or correct violation by December 3, 2023. Please call the undersigned after the corrections have been made.

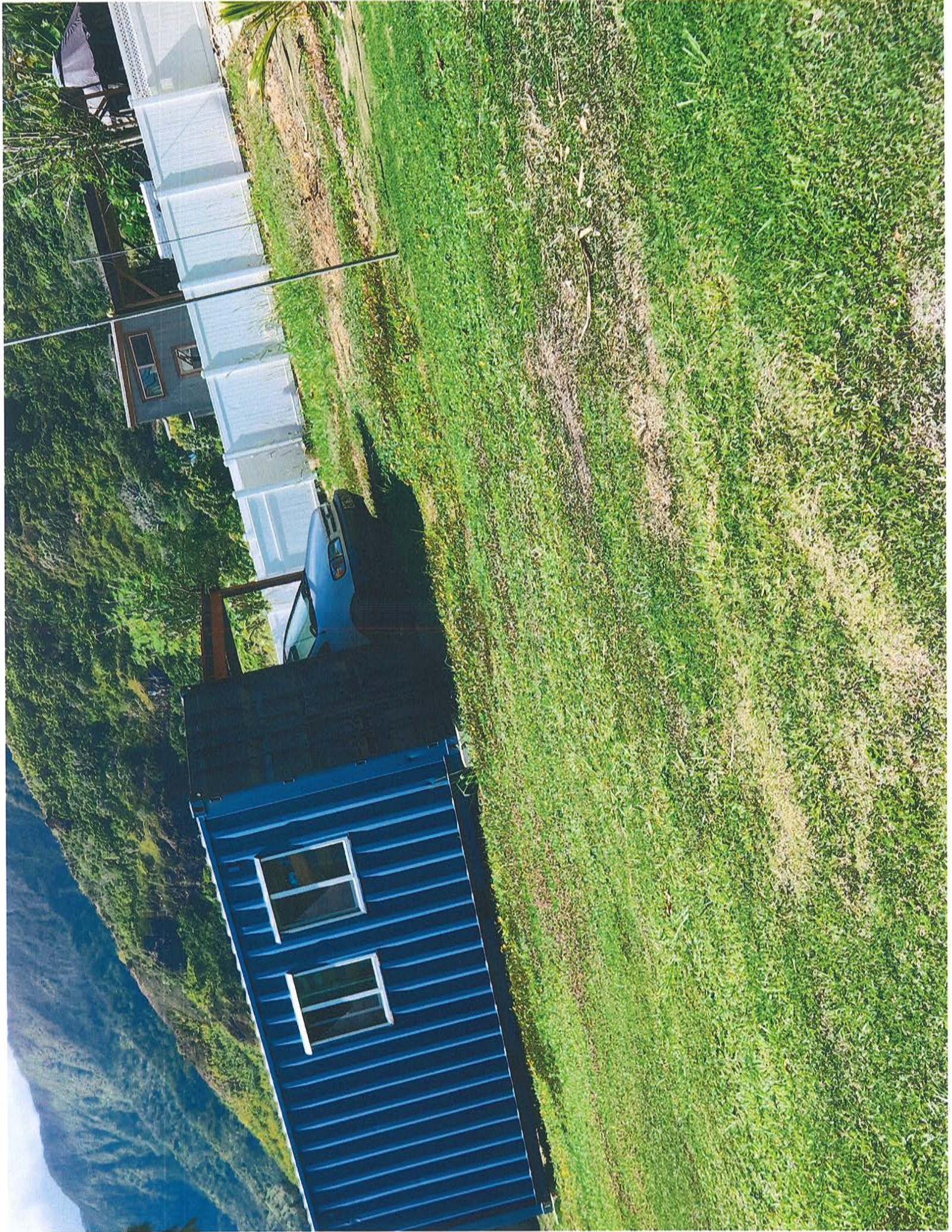
You are reminded that if no action is taken within the specified time:

1. A Notice of Order will be issued by the Department of Planning and Permitting imposing CIVIL FINES for the specified violations; and/or
2. This matter may be referred to the Prosecuting Attorney and/or Corporation Counsel for appropriate action.

Special Instructions:

Inspector  Phone: (808) 768-8143  
 Eric Gallegos for the Director Department of Planning and Permitting











Job Edit

Notice of Violation

Job 119101318-004 (2023/NOV-11-004)

BV 53-424 Kam Hwy [TMK: 5-3-005:070]
Illegal structures / Unpermitted habitation

Status: Draft NOV Reviewed

Created By: EGALLEGOS

Date Created: Nov 01, 2023

Date Completed:

Parent Job: 119101318-001 (2023/RFI-10-0271)

Specific Location: 53-424 Kamehameha Highway Unit 5

Report Details

City Charges For Worked Performed N
Enforcement Action Y
Immediate Referral
Notified when corrected Y
Number Days To Complete
Obtain Permit and/or Correct By Dec 3, 2023
Special Instructions
StabilizeProtect N
Stop Work Immediately N

Details

City Charges For Worked Performed N
Enforcement Action Y
Immediate Referral
Notified when corrected Y
Number Days To Complete
Obtain Permit and/or Correct By Dec 3, 2023
Referral Permit No.:
Special Instructions
StabilizeProtect N
Stop Work Immediately N

Address 53-424 KAM HWY Hauula 96717

Advertisement Information

Advertisement Verification Date

Date NOV Issued Nov 3, 2023

Date Violation Corrected

DPP Inspectors Eric Gallegos

Inspection Branch BV

Inspector's Phone Number 8087688143

Inspector's Report

Number of Bedrooms

Related Detail

A building permit is required for the construction of the various structures throughout the property. The building permit fee shall be tripled for starting work without first obtaining a building permit.

User Id

Violation Address (Multiple Addresses)

Violation Type: Building Code Violation



Code Section: Chapter 18, Section 18-3.1  
Permits required <CURRENT>

Correction Remarks

Violation Description A building permit is required for the construction of the various structures throughout the proper



Code Section: Chapter 18, Section 18-6.2 (d)  
Permit fee shall be tripled for starting work without a permit.

Correction Remarks

Violation Description The building permit fee shall be tripled for starting work without first obtaining a building permit.

**TMKs**

TMKLookup 53005070-

**TMKs**



associated with TMK 5-3-005:070 [211397 sq ft.] 4.853 ac. POID= 595517  
53-424 KAM HWY Hauula 96717 11/12/2014 to Current TAXPIN = 595517

**Customers**

Relationship: Owner:

Additional Customer Info (printed on NOV)

Display Format Nicholson, Shawn 130 Dean Street / State Lic: / ID: 119508175 / PH:

Other Contact Info (not printed on NOV)

Relationship: Agent:

Additional Customer Info (printed on NOV)

Display Format Kahena Wai Estates LLC C/O Charles Hew-Len87-070 Farrington Highway STE 303 / State Lic: /

Other Contact Info (not printed on NOV)

**Processes**

| Assigned To                                                                         | Status    | Outcome                     | Scheduled    |           | Actual |                       |
|-------------------------------------------------------------------------------------|-----------|-----------------------------|--------------|-----------|--------|-----------------------|
|                                                                                     |           |                             | Start        | Completed | Start  | Completed             |
| Create Advisory                                                                     |           |                             |              |           |        |                       |
| ERIC GALLEGOS                                                                       | Complete  | Advisory created            |              |           |        | Nov 01, 2023 09:11:02 |
| Draft and Review NOV                                                                |           |                             |              |           |        |                       |
| FRODEL TOLENTINO                                                                    | Complete  | Approved by supervisor      |              |           |        | Nov 03, 2023 08:46:51 |
| Update Advisory                                                                     |           |                             |              |           |        |                       |
| ERIC GALLEGOS                                                                       | Complete  | Advisory created            |              |           |        | Nov 01, 2023 09:11:02 |
| Determine Type of Inspection                                                        |           |                             |              |           |        |                       |
| FRODEL TOLENTINO                                                                    | Complete  | Requires building inspectio |              |           |        | Nov 03, 2023 08:47:02 |
| Perform building inspection                                                         |           |                             |              |           |        |                       |
| ERIC GALLEGOS                                                                       | Scheduled |                             | Dec 03, 2023 |           |        |                       |
| BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation |           |                             |              |           |        |                       |



**Warnings**

associated with 2019/ADV-598 (Advisory created) 2019-07-09  
 DOUBLE FEE PENALTY. BV 53-424 KAM HWY Hauula, 96717 [TMK:5-3-005:070] Renovation and Alteration work to existing dwelling without first obtaining a building permit

associated with 2023/ADV-1104 (Advisory created) 2023-10-31  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation 53-424 KAM HWY HAUULA 06747

associated with 2023/ADV-1108 (Advisory created) 2023-11-01  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation

associated with 2023/ADV-1109 (Advisory created) 2023-11-01  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation

associated with 2023/ADV-1112 (Advisory created) 2023-11-02  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation 53-424 KAM HWY HAUULA 06747

associated with 2023/ADV-874 (Advisory created) 2023-08-28  
 TRIPLE FEE PENALTY. BV Alteration to the existing single family dwelling without a building permit located at 53-452 Kamehameha Highway 53-452 KAM HWY HAUULA 06747

**Docs**



is related to : No.2476636 r 1 - 2023-11-03 11:24:18 - Kelly McInally  
 [Scanned document] Prepared RR for NOV Recipients (2) mailed 11/03/2023



is related to : No.2474626 r 1 - 2023-11-01 09:14:19 - ERIC GALLEGOS  
 [] Violation photo



is related to : No.2476635 r 1 - 2023-11-03 11:23:51 - Kelly McInally  
 [] Signed (BV) NOV dated 11/03/2023



is related to NOV report: No.2476350 r 1 - 2023-11-03 08:46:46 - FRODEL TOLENTINO  
 [POSSE Reports (Letters)] Notice of Violation



is related to : No.2474627 r 1 - 2023-11-01 09:14:19 - ERIC GALLEGOS  
 [] Violation photot



is related to : No.2488009 r 1 - 2023-11-22 13:50:28 - Kelly McInally  
 [Scanned document] Signed RR for Shawn Nicholson at 130 Dean St. delivered 11/07/2023



is related to : No.2489729 r 1 - 2023-11-28 08:36:08 - Kelly McInally  
 [Scanned document] UNOV RR for Kahena Wai Estates LLC c/o Charles Hew-Len at 87-070 Farrington Hwy, Suite 303 returned 11/24/2023 (Certified)

**Notes**

| Note Type                                                                                                                                                                                   | Last Updated By | On                    | Locked |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|--------|
| Inspector Notes                                                                                                                                                                             | ERIC GALLEGOS   | Nov 01, 2023 09:18:13 |        |
| 10/30/23 Investigation revealed a wooden, tent tarpaulin structures and a vinyl fence constructed without a building permit on unit 5 of the property located at 53-424 Kamehameha Highway. |                 |                       |        |

| Job           | Type                                                                                                                | Created      | Issued | Completed | Status             |
|---------------|---------------------------------------------------------------------------------------------------------------------|--------------|--------|-----------|--------------------|
| 119101318-001 | Request for Investigation<br>53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation       | Oct 19, 2023 |        |           | Referred           |
| 119101318-002 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070] Illegal structures / Unpermitted habitation             | Oct 31, 2023 |        |           | Draft NOV Reviewed |
| 119101318-003 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Oct 31, 2023 |        |           | Advisory created   |
| 119101318-004 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation          | Nov 01, 2023 |        |           | Draft NOV Reviewed |
| 119101318-005 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Nov 01, 2023 |        |           | Advisory created   |
| 119101318-006 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation          | Nov 01, 2023 |        |           | Draft NOV Reviewed |
| 119101318-007 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Nov 01, 2023 |        |           | Advisory created   |
| 119101318-008 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation          | Nov 02, 2023 |        |           | Start              |
| 119101318-009 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Nov 02, 2023 |        |           | Advisory created   |

**Code Vio.  
(Grid-Style)**

|                       |                                                                                                       |
|-----------------------|-------------------------------------------------------------------------------------------------------|
| Relationship:         | Code Section:                                                                                         |
| Chapter               | 18                                                                                                    |
| Correction Remarks    |                                                                                                       |
| Section               | 18-3.1                                                                                                |
| Violation Description | A building permit is required for the construction of the various structures throughout the property. |
| Relationship:         | Code Section:                                                                                         |
| Chapter               | 18                                                                                                    |
| Correction Remarks    |                                                                                                       |
| Section               | 18-6.2 (d)                                                                                            |
| Violation Description | The building permit fee shall be tripled for starting work without first obtaining a building permit. |





# Notice of Violation

Violation No.: 2023/NOV-10-259 (BV)

Date: November 03, 2023

Owner(s)

Clark, Janet L. Trust  
 PO Box 300717  
 Kaaawa, HI 96730

Contractor(s)

Tenant/Violator

Architect/Plan Maker

Lessee

Agent

Engineer

Kahena Wai Estates LLC  
 C/O Charles Hew-Len  
 87-070 Farrington Highway STE 303  
 Waiānae, HI 96792

TMK: 5-3-005:070 53-424 KAM HWY Hauula 96717

**Specific Address of Violation: 53-424 Kamehameha Highway Unit 6**

I have inspected the above-described premises and have found the following violations of City and County of Honolulu's laws and regulations governing same:

| Codes and/or Ordinance(s) and Section(s)            | Violation(s)                                                                                                                                                                                       |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ROH 2021, as amended, Chapter 18 Section 18-3.1     | A building permit is required for the construction of the various structures throughout the property.<br><br>A building permit will not be issued for the tarpaulin structure and must be removed. |
| ROH 2021, as amended, Chapter 18 Section 18-6.2 (d) | The building permit fee shall be tripled for starting work without first obtaining a building permit.                                                                                              |

You are hereby ordered to obtain permit(s) and/or correct violation by December 3, 2023. Please call the undersigned after the corrections have been made.

You are reminded that if no action is taken within the specified time:

1. A Notice of Order will be issued by the Department of Planning and Permitting imposing CIVIL FINES for the specified violations; and/or
2. This matter may be referred to the Prosecuting Attorney and/or Corporation Counsel for appropriate action.

Special Instructions:

Inspector

Eric Gallegos Phone: (808) 768-8143  
 for the Director Department of Planning and Permitting







**Job Edit**

**Notice of Violation**

**Job 119101318-002 (2023/NOV-10-259)**

**BV 53-424 Kam Hwy [TMK: 5-3-005:070] Illegal structures / Unpermitted habitation**

Status: Draft NOV Reviewed

Created By: EGALLEGOS

Date Created: Oct 31, 2023

Date Completed:

Parent Job: 119101318-001 (2023/RFI-10-0271)

Specific Location: 53-424 Kamehameha Highway Unit 6

**Report Details**

|                                   |             |
|-----------------------------------|-------------|
| City Charges For Worked Performed | N           |
| Enforcement Action                | Y           |
| Immediate Referral                |             |
| Notified when corrected           | Y           |
| Number Days To Complete           |             |
| Obtain Permit and/or Correct By   | Dec 3, 2023 |
| Special Instructions              |             |
| Stabilize/Protect                 | N           |
| Stop Work Immediately             | N           |

**Details**

|                                   |             |
|-----------------------------------|-------------|
| City Charges For Worked Performed | N           |
| Enforcement Action                | Y           |
| Immediate Referral                |             |
| Notified when corrected           | Y           |
| Number Days To Complete           |             |
| Obtain Permit and/or Correct By   | Dec 3, 2023 |
| Referral Permit No.:              |             |
| Special Instructions              |             |
| Stabilize/Protect                 | N           |
| Stop Work Immediately             | N           |

Address: 53-424 KAM HWY Hauula 96717

Advertisement Information

Advertisement Verification Date

Date NOV Issued: Nov 3, 2023

Date Violation Corrected

DPP Inspectors: Eric Gallegos

Inspection Branch: BV

Inspector's Phone Number: 8087688143

Inspector's Report

Number of Bedrooms

Related Detail

A building permit is required for the construction of the various structures throughout the property.

A building permit will not be issued for the tarpaulin structure and must be removed.

,The building permit fee shall be tripled for starting work without first obtaining a building permit.

User Id

Violation Address (Multiple Addresses)

Violation Type: Building Code Violation



Code Section: Chapter 18, Section 18-3.1  
Permits required <CURRENT>

Correction Remarks

Violation Description A building permit is required for the construction of the various structures throughout the proper



Code Section: Chapter 18, Section 18-6.2 (d)  
Permit fee shall be tripled for starting work without a permit.

Correction Remarks

Violation Description The building permit fee shall be tripled for starting work without first obtaining a building permit.

**TMKs**

TMKLookup 53005070-

**TMKs**

 associated with TMK 5-3-005:070 [211397 sq ft.] 4.853 ac. POID= 595517  
53-424 KAM HWY Hauula 96717 11/12/2014 to Current TAXPIN = 595517

**Customers**

Relationship: Owner:

Additional Customer Info (printed on NOV)

Display Format Clark, Janet L. Trust PO Box 300717 / State Lic: / ID: 119462736 / PH:

Other Contact Info (not printed on NOV)

Relationship: Agent:

Additional Customer Info (printed on NOV)

Display Format Kahena Wai Estates LLC C/O Charles Hew-Len87-070 Farrington Highway STE 303 / State Lic: /

Other Contact Info (not printed on NOV)

**Processes**

| Assigned To                                                                         | Status    | Outcome                     | Scheduled    |           | Actual |                       |
|-------------------------------------------------------------------------------------|-----------|-----------------------------|--------------|-----------|--------|-----------------------|
|                                                                                     |           |                             | Start        | Completed | Start  | Completed             |
| Create Advisory                                                                     |           |                             |              |           |        |                       |
| ERIC GALLEGOS                                                                       | Complete  | Advisory created            |              |           |        | Oct 31, 2023 09:02:39 |
| Draft and Review NOV                                                                |           |                             |              |           |        |                       |
| FRODEL TOLENTINO                                                                    | Complete  | Approved by supervisor      |              |           |        | Nov 03, 2023 08:47:32 |
| Update Advisory                                                                     |           |                             |              |           |        |                       |
| ERIC GALLEGOS                                                                       | Complete  | Advisory created            |              |           |        | Oct 31, 2023 09:02:39 |
| Determine Type of Inspection                                                        |           |                             |              |           |        |                       |
| FRODEL TOLENTINO                                                                    | Complete  | Requires building inspectio |              |           |        | Nov 03, 2023 08:47:44 |
| Perform building inspection                                                         |           |                             |              |           |        |                       |
| ERIC GALLEGOS                                                                       | Scheduled |                             | Dec 03, 2023 |           |        |                       |
| BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation |           |                             |              |           |        |                       |



### Warnings

associated with 2019/ADV-598 (Advisory created) 2019-07-09  
 DOUBLE FEE PENALTY. BV 53-424 KAM HWY Hauula, 96717 [TMK:5-3-005:070] Renovation and Alteration work to existing dwelling without first obtaining a building permit

associated with 2023/ADV-1104 (Advisory created) 2023-10-31  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation 53-424 KAM HWY HAUULA 96717

associated with 2023/ADV-1108 (Advisory created) 2023-11-01  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation

associated with 2023/ADV-1109 (Advisory created) 2023-11-01  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation

associated with 2023/ADV-1112 (Advisory created) 2023-11-02  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation 53-424 KAM HWY HAUULA 96717

associated with 2023/ADV-874 (Advisory created) 2023-08-28  
 TRIPLE FEE PENALTY. BV Alteration to the existing single family dwelling without a building permit located at 53-452 Kamehameha Highway 53-452 KAM HWY HAUULA 96717

### Docs



is related to : No.2473861 r 1 - 2023-10-31 09:06:33 - ERIC GALLEGOS  
 [] Violation photo



is related to NOV report: No.2476351 r 1 - 2023-11-03 08:47:25 - FRODEL TOLENTINO  
 [POSSE Reports (Letters)] Notice of Violation



is related to : No.2489726 r 1 - 2023-11-28 08:34:28 - Kelly McNally  
 [Scanned document] UNOV RR for Kahena Wai Estates LLC c/o Charles Hew-Len at 87-070 Farrington Hwy. Suite 303 returned 11/04/2023 (Certified)



is related to : No.2476633 r 1 - 2023-11-03 11:23:01 - Kelly McNally  
 [Scanned document] Signed (BV) NOV dated 11/03/2023



is related to : No.2476634 r 1 - 2023-11-03 11:23:01 - Kelly McNally  
 [Scanned document] Prepared RR for NOV Recipients (2) mailed 11/03/2023

### Notes

| Note Type                                                                                                                                                                                   | Last Updated By | On                    | Locked |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|--------|
| Inspector Notes                                                                                                                                                                             | ERIC GALLEGOS   | Oct 31, 2023 09:30:18 |        |
| 10/30/23 Investigation revealed a wooden, tent tarpaulin structures and a vinyl fence constructed without a building permit on unit 6 of the property located at 53-424 Kamehameha Highway. |                 |                       |        |

**Project**

| Job           | Type                                                                                                                | Created      | Issued | Completed | Status             |
|---------------|---------------------------------------------------------------------------------------------------------------------|--------------|--------|-----------|--------------------|
| 119101318-001 | Request for Investigation<br>53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation       | Oct 19, 2023 |        |           | Referred           |
| 119101318-002 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070] Illegal structures / Unpermitted habitation             | Oct 31, 2023 |        |           | Draft NOV Reviewed |
| 119101318-003 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Oct 31, 2023 |        |           | Advisory created   |
| 119101318-004 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation          | Nov 01, 2023 |        |           | Draft NOV Reviewed |
| 119101318-005 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Nov 01, 2023 |        |           | Advisory created   |
| 119101318-006 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation          | Nov 01, 2023 |        |           | Draft NOV Reviewed |
| 119101318-007 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Nov 01, 2023 |        |           | Advisory created   |
| 119101318-008 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation          | Nov 02, 2023 |        |           | Start              |
| 119101318-009 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Nov 02, 2023 |        |           | Advisory created   |

**Code Vio.  
(Grid-Style)**

Relationship: Code Section:  
 Chapter 18  
 Correction Remarks  
 Section 18-3.1  
 Violation Description A building permit is required for the construction of the various structures throughout the property.A

Relationship: Code Section:  
 Chapter 18  
 Correction Remarks  
 Section 18-6.2 (d)  
 Violation Description The building permit fee shall be tripled for starting work without first obtaining a building permit.





# Notice of Violation

Violation No.: **2023/NOV-08-206 (BV)**

Date: **August 28, 2023**

Owner(s)

Belluomini, Cary J. Trust  
 47-707 Hui Ullili Street  
 Kaneohe, HI 96744

Belluomini, Cary J. Trust  
 53-452 Kamehameha Highway Unit 2  
 Hauula, HI 96717

Contractor(s)

Tenant/Violator

Architect/Plan Maker

Lessee

Agent

Engineer

TMK: **5-3-005:070 53-424 KAM HWY Hauula 96717**

**Specific Address of Violation: 53-452 KAM HWY HAUULA 96717**

I have inspected the above-described premises and have found the following violations of City and County of Honolulu's laws and regulations governing same:

| Codes and/or Ordinance(s) and Section(s)            | Violation(s)                                                                                          |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| ROH 2021, as amended, Chapter 18 Section 18-3.1     | A building permit is required for the addition/alteration to the existing single family dwelling.     |
| ROH 2021, as amended, Chapter 18 Section 18-6.2 (d) | The building permit fee shall be tripled for starting work without first obtaining a building permit. |

You are hereby ordered to obtain permit(s) and/or correct violation by September 28, 2023. Please call the undersigned after the corrections have been made.

You are reminded that if no action is taken within the specified time:

1. A Notice of Order will be issued by the Department of Planning and Permitting imposing CIVIL FINES for the specified violations; and/or
2. This matter may be referred to the Prosecuting Attorney and/or Corporation Counsel for appropriate action.

Special Instructions:

Inspector

Eric Gallegos Phone: (808) 768-8143  
 for the Director Department of Planning and Permitting







**Job Edit**

**Notice of Violation**

**Job 116909638-001 (2023/NOV-08-206)**

**BV 53-452 Kamehameha Highway [TMK 5-3-005:070] Alteration to the existing single family dwelling without a building permit.**

Status: Draft NOV Reviewed      Created By: EGALLEGOS      Date Created: Aug 28, 2023  
Date Completed:

Parent Job:  
Specific Location: 53-452 Kamehameha Highway

**Report Details**

|                                   |              |
|-----------------------------------|--------------|
| City Charges For Worked Performed | N            |
| Enforcement Action                | Y            |
| Immediate Referral                |              |
| Notified when corrected           | Y            |
| Number Days To Complete           |              |
| Obtain Permit and/or Correct By   | Dec 28, 2023 |
| Special Instructions              |              |
| StabilizeProtect                  | N            |
| Stop Work Immediately             | N            |

**Details**

|                                        |                                                                                                                                                                                                             |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Charges For Worked Performed      | N                                                                                                                                                                                                           |
| Enforcement Action                     | Y                                                                                                                                                                                                           |
| Immediate Referral                     |                                                                                                                                                                                                             |
| Notified when corrected                | Y                                                                                                                                                                                                           |
| Number Days To Complete                |                                                                                                                                                                                                             |
| Obtain Permit and/or Correct By        | Dec 28, 2023                                                                                                                                                                                                |
| Referral Permit No.:                   |                                                                                                                                                                                                             |
| Special Instructions                   |                                                                                                                                                                                                             |
| StabilizeProtect                       | N                                                                                                                                                                                                           |
| Stop Work Immediately                  | N                                                                                                                                                                                                           |
| Address                                | 53-424 KAM HWY Hauula 96717                                                                                                                                                                                 |
| Advertisement Information              |                                                                                                                                                                                                             |
| Advertisement Verification Date        |                                                                                                                                                                                                             |
| Date NOV Issued                        | Aug 28, 2023                                                                                                                                                                                                |
| DateViolationCorrected                 |                                                                                                                                                                                                             |
| DPP Inspectors                         | Eric Gallegos                                                                                                                                                                                               |
| Inspection Branch                      | BV                                                                                                                                                                                                          |
| Inspector's Phone Number               | 8087688143                                                                                                                                                                                                  |
| Inspector's Report                     |                                                                                                                                                                                                             |
| Number of Bedrooms                     |                                                                                                                                                                                                             |
| RelatedDetail                          | The building permit fee shall be tripled for starting work without first obtaining a building permit.<br>.A building permit is required for the addition/alteration to the existing single family dwelling. |
| User Id                                |                                                                                                                                                                                                             |
| Violation Address (Multiple Addresses) |                                                                                                                                                                                                             |
| Violation Type:                        | Building Code Violation                                                                                                                                                                                     |



Code Section: Chapter 18, Section 18-3.1  
Permits Required

Correction Remarks

Violation Description A building permit is required for the addition/alteration to the existing single family dwelling.



Code Section: Chapter 18, Section 18-6.2 (d)  
Permit fee shall be tripled for starting work without a permit.

Correction Remarks

Violation Description The building permit fee shall be tripled for starting work without first obtaining a building permit.

**TMKs**

TMKLookup 53005070-

**TMKs**



associated with TMK 5-3-005:070 [211397 sq ft.] 4.853 ac. POID= 595517  
53-424 KAM HWY Hauula 96717 11/12/2014 to Current TAXPIN = 595517

**Customers**

Relationship: Owner:

Additional Customer Info (printed on NOV)

Display Format Belluomini, Cary J. Trust 47-707 Hui Ulili Street / State Lic: / ID: 116910003 / PH:

Other Contact Info (not printed on NOV)

Relationship: Owner:

Additional Customer Info (printed on NOV)

Display Format Belluomini, Cary J. Trust 53-452 Kamehameha Highway Unit 2 / State Lic: / ID: 116910004 / PH:

Other Contact Info (not printed on NOV)

Relationship: Address:

Display Format 53-452 KAM HWY HAUULA 96717



Processes

| Assigned To                                                                                                                 | Status    | Outcome                     | Scheduled    |           | Actual |                       |
|-----------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------|--------------|-----------|--------|-----------------------|
|                                                                                                                             |           |                             | Start        | Completed | Start  | Completed             |
| Create Advisory                                                                                                             |           |                             |              |           |        |                       |
| ERIC GALLEGOS                                                                                                               | Complete  | Advisory created            |              |           |        | Aug 28, 2023 08:29:11 |
| Draft and Review NOV                                                                                                        |           |                             |              |           |        |                       |
| FRODEL TOLENTINO                                                                                                            | Complete  | Approved by supervisor      |              |           |        | Aug 28, 2023 09:00:38 |
| Update Advisory                                                                                                             |           |                             |              |           |        |                       |
| ERIC GALLEGOS                                                                                                               | Complete  | Advisory created            |              |           |        | Aug 28, 2023 08:29:11 |
| Determine Type of Inspection                                                                                                |           |                             |              |           |        |                       |
| FRODEL TOLENTINO                                                                                                            | Complete  | Requires building inspectio |              |           |        | Aug 28, 2023 09:01:23 |
| Perform building inspection                                                                                                 |           |                             |              |           |        |                       |
| ERIC GALLEGOS                                                                                                               | Complete  | Performed                   | Sep 29, 2023 |           |        | Oct 02, 2023 07:07:56 |
| BV 53-452 Kamehameha Highway [TMK 5-3-005:070] Alteration to the existing single family dwelling without a building permit. |           |                             |              |           |        |                       |
| Perform building inspection                                                                                                 |           |                             |              |           |        |                       |
| ERIC GALLEGOS                                                                                                               | Scheduled |                             | Dec 28, 2023 |           |        |                       |
| BV 53-452 Kamehameha Highway [TMK 5-3-005:070] Alteration to the existing single family dwelling without a building permit. |           |                             |              |           |        |                       |

Warnings

associated with 2019/ADV-598 (Advisory created) 2019-07-09  
 DOUBLE FEE PENALTY. BV 53-424 KAM HWY Hauula, 96717 [TMK:5-3-005:070] Renovation and Alteration work to existing dwelling without first obtaining a building permit

associated with 2023/ADV-1104 (Advisory created) 2023-10-31  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation 53-424 KAM HWY HAUULA 96717


associated with 2023/ADV-1108 (Advisory created) 2023-11-01  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation


associated with 2023/ADV-1109 (Advisory created) 2023-11-01  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation


associated with 2023/ADV-1112 (Advisory created) 2023-11-02  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation 53-424 KAM HWY HAUULA 96717


associated with 2023/ADV-874 (Advisory created) 2023-08-28  
 TRIPLE FEE PENALTY. BV Alteration to the existing single family dwelling without a building permit located at 53-452 Kamehameha Highway 53-452 KAM HWY HAUULA 96717


**Docs**


 is related to : No.2430515 r 1 - 2023-08-28 09:31:15 - Dorothy Pugay-Correa  
[Scanned document] Prepared RR for NOV recipients (2) mailed out 08/28/2023.

 is related to : No.2430511 r 1 - 2023-08-28 09:30:09 - Dorothy Pugay-Correa  
[Scanned document] Signed (BV) NOV 08/28/2023

 is related to : No.2430410 r 1 - 2023-08-28 08:35:39 - ERIC GALLEGOS  
[] Violation photo

 is related to : No.2451513 r 1 - 2023-09-27 09:29:39 - Kelly McInally  
[Scanned document] UNOV RR Cary J. Belluomini Tr. at 53-452 Kam. Hwy. Unit 2 returned 09/25/2023 (Certified)

 is related to : No.2439360 r 1 - 2023-09-11 16:16:48 - Kelly McInally  
[Scanned document] Signed RR Cary J. Belluomini TR at 47-707 Hui Ulili St. delivered 09/09/2023

 is related to NOV report: No.2430455 r 1 - 2023-08-28 09:00:25 - FRODEL TOLENTINO  
[POSSE Reports (Letters)] Notice of Violation

**Notes**

| Note Type                                                                                                                                                                                                              | Last Updated By | On                    | Locked |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|--------|
| Inspector Notes<br>11/27/23 Owner has submitted A2023-09-1367 and has emailed a request for a 30 day extension granted                                                                                                 | ERIC GALLEGOS   | Nov 27, 2023 07:47:08 |        |
| Inspector Notes<br>9/29/23 Site shows violation not corrected. Owner has submitted A2023-09-1367 and has emailed a request for a 30 day extension granted                                                              | ERIC GALLEGOS   | Nov 27, 2023 07:46:06 |        |
| Inspector Notes<br>8/31/23 Owner's contact #808-349-7430                                                                                                                                                               | ERIC GALLEGOS   | Aug 31, 2023 09:42:42 |        |
| Inspector Notes<br>8/16/23 Site investigation shows the addition/alteration to cover the wood deck at the front of the existing single family dwelling without a building permit located at 53-452 Kamehameha Highway. | ERIC GALLEGOS   | Aug 28, 2023 08:38:36 |        |

**Project**

| Job           | Type                                                                                                                                    | Created      | Issued | Completed | Status             |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------|--------|-----------|--------------------|
| 116909638-001 | Notice of Violation                                                                                                                     | Aug 28, 2023 |        |           | Draft NOV Reviewed |
|               | BV 53-452 Kamehameha Highway [TMK 5-3-005:070] Alteration to the existing single family dwelling without a building permit.             |              |        |           |                    |
| 116909638-002 | Advisory                                                                                                                                | Aug 28, 2023 |        |           | Advisory created   |
|               | TRIPLE FEE PENALTY. BV Alteration to the existing single family dwelling without a building permit located at 53-452 Kamehameha Highway |              |        |           |                    |



**Code Vio.  
(Grid-Style)**

---

|                       |               |                                                                                                   |
|-----------------------|---------------|---------------------------------------------------------------------------------------------------|
| Relationship:         | Code Section: |                                                                                                   |
| Chapter               |               | 18                                                                                                |
| Correction Remarks    |               |                                                                                                   |
| Section               |               | 18-3.1                                                                                            |
| Violation Description |               | A building permit is required for the addition/alteration to the existing single family dwelling. |

---

|                       |               |                                                                                                       |
|-----------------------|---------------|-------------------------------------------------------------------------------------------------------|
| Relationship:         | Code Section: |                                                                                                       |
| Chapter               |               | 18                                                                                                    |
| Correction Remarks    |               |                                                                                                       |
| Section               |               | 18-6.2 (d)                                                                                            |
| Violation Description |               | The building permit fee shall be tripled for starting work without first obtaining a building permit. |

---



# Notice of Violation

Violation No.: **2023/NOV-11-007 (BV)**

Date: **November 03, 2023**

**Owner(s)**

Kahena Wai Estates LLC  
 C/O Charles Hew-Len  
 87-070 Farrington Highway STE 303  
 Waiānae, HI 96792

| <u>Contractor(s)</u> | <u>Tenant/Violator</u> | <u>Architect/Plan Maker</u> |
|----------------------|------------------------|-----------------------------|
| <u>Lessee</u>        | <u>Agent</u>           | <u>Engineer</u>             |

TMK: **5-3-005:070 53-424 KAM HWY Hauula 96717**

**Specific Address of Violation: 53-424 Kamehameha Highway Unit 11**

I have inspected the above-described premises and have found the following violations of City and County of Honolulu's laws and regulations governing same:

| <u>Codes and/or Ordinance(s) and Section(s)</u>            | <u>Violation(s)</u>                                                                                                              |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>ROH 2021, as amended, Chapter 18 Section 18-3.1</b>     | <b>A building permit is required for the approximately 10' X 12' wooden structure located at the front left of the property.</b> |
| <b>ROH 2021, as amended, Chapter 18 Section 18-6.2 (d)</b> | <b>The building permit fee shall be tripled for starting work without first obtaining a building permit.</b>                     |

You are hereby ordered to obtain permit(s) and/or correct violation by December 3, 2023. Please call the undersigned after the corrections have been made.

You are reminded that if no action is taken within the specified time:

1. A Notice of Order will be issued by the Department of Planning and Permitting imposing CIVIL FINES for the specified violations; and/or
2. This matter may be referred to the Prosecuting Attorney and/or Corporation Counsel for appropriate action.

Special Instructions:

Inspector

  
 Eric Gallegos Phone: (808) 768-8143  
 for the Director Department of Planning and Permitting







**Job Edit**

**Notice of Violation**

**Job 119101318-006 (2023/NOV-11-007)**

**BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
Illegal structures / Unpermitted habitation**

Status: Draft NOV Reviewed

Created By: EGALLEGOS

Date Created: Nov 01, 2023

Date Completed:

Parent Job: 119101318-001 (2023/RFI-10-0271)

Specific Location: 53-424 Kamehameha Highway Unit 11

**Report Details**

|                                   |             |
|-----------------------------------|-------------|
| City Charges For Worked Performed | N           |
| Enforcement Action                | Y           |
| Immediate Referral                |             |
| Notified when corrected           | Y           |
| Number Days To Complete           |             |
| Obtain Permit and/or Correct By   | Dec 3, 2023 |
| Special Instructions              |             |
| Stabilize/Protect                 | N           |
| Stop Work Immediately             | N           |

**Details**

|                                   |             |
|-----------------------------------|-------------|
| City Charges For Worked Performed | N           |
| Enforcement Action                | Y           |
| Immediate Referral                |             |
| Notified when corrected           | Y           |
| Number Days To Complete           |             |
| Obtain Permit and/or Correct By   | Dec 3, 2023 |
| Referal Permit No.:               |             |
| Special Instructions              |             |
| Stabilize/Protect                 | N           |
| Stop Work Immediately             | N           |

Address: 53-424 KAM HWY Hauula 96717

Advertisement Information

Advertisement Verification Date

Date NOV Issued: Nov 3, 2023

Date Violation Corrected

DPP Inspectors: Eric Gallegos

Inspection Branch: BV

Inspector's Phone Number: 8087688143

Inspector's Report

Number of Bedrooms

Related Detail

A building permit is required for the approximately 10' X 12' wooden structure located at the front left of the property. The building permit fee shall be tripled for starting work without first obtaining a building permit.

User Id

Violation Address (Multiple Addresses)

Violation Type: Building Code Violation





Code Section: Chapter 18, Section 18-3.1  
Permits required <CURRENT>

Correction Remarks

Violation Description A building permit is required for the approximately 10' X 12' wooden structure located at the fro



Code Section: Chapter 18, Section 18-6.2 (d)  
Permit fee shall be tripled for starting work without a permit.

Correction Remarks

Violation Description The building permit fee shall be tripled for starting work without first obtaining a building permit.

**TMKs**

TMKLookup 53005070-

**TMKs**



associated with TMK 5-3-005:070 [211397 sq ft.] 4.853 ac. POID= 595517  
53-424 KAM HWY Hauula 96717 11/12/2014 to Current TAXPIN = 595517

**Customers**

Relationship: Owner:

Additional Customer Info (printed on NOV)

Display Format Kahena Wai Estates LLC C/O Charles Hew-Len87-070 Farrington Highway STE 303 / State Lic: /

Other Contact Info (not printed on NOV)

**Processes**

| Assigned To                                                                         | Status    | Outcome                     | Scheduled    |           | Actual |                       |
|-------------------------------------------------------------------------------------|-----------|-----------------------------|--------------|-----------|--------|-----------------------|
|                                                                                     |           |                             | Start        | Completed | Start  | Completed             |
| Create Advisory<br>ERIC GALLEGOS                                                    | Complete  | Advisory created            |              |           |        | Nov 01, 2023 09:28:41 |
| Draft and Review NOV<br>FRODEL TOLENTINO                                            | Complete  | Approved by supervisor      |              |           |        | Nov 03, 2023 08:46:04 |
| Update Advisory<br>ERIC GALLEGOS                                                    | Complete  | Advisory created            |              |           |        | Nov 01, 2023 09:28:41 |
| Determine Type of Inspection<br>FRODEL TOLENTINO                                    | Complete  | Requires building inspectio |              |           |        | Nov 03, 2023 08:46:18 |
| Perform building inspection<br>ERIC GALLEGOS                                        | Scheduled |                             | Dec 03, 2023 |           |        |                       |
| BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation |           |                             |              |           |        |                       |

**Warnings**

associated with 2019/ADV-598 (Advisory created) 2019-07-09  
 DOUBLE FEE PENALTY. BV 53-424 KAM HWY Hauula, 96717 [TMK:5-3-005:070] Renovation and Alteration work to existing dwelling  
 without first obtaining a building permit

associated with 2023/ADV-1104 (Advisory created) 2023-10-31  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation 53-424 KAM HWY HAUULA 96717

associated with 2023/ADV-1108 (Advisory created) 2023-11-01  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation

associated with 2023/ADV-1109 (Advisory created) 2023-11-01  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation

associated with 2023/ADV-1112 (Advisory created) 2023-11-02  
 TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]  
 Illegal structures / Unpermitted habitation 53-424 KAM HWY HAUULA 96717

associated with 2023/ADV-874 (Advisory created) 2023-08-28  
 TRIPLE FEE PENALTY. BV Alteration to the existing single family dwelling without a building permit located at 53-452 Kamehameha Highway 53-452 KAM HWY HAUULA 96717

**Docs**



is related to : No.2476638 r 1 - 2023-11-03 11:27:12 - Kelly McInally  
 [Scanned document] Signed (BV) NOV dated 11/03/2023



is related to NOV report: No.2476348 r 1 - 2023-11-03 08:45:55 - FRODEL TOLENTINO  
 [POSSE Reports (Letters)] Notice of Violation



is related to : No.2476639 r 1 - 2023-11-03 11:27:12 - Kelly McInally  
 [Scanned document] Prepared RR for Kahena Wai Estates LLC c/o Charles Hew-Len at 87-070 Farrington Hwy. Suite 303 mailed 11/03/2023



is related to : No.2489727 r 1 - 2023-11-28 08:35:17 - Kelly McInally  
 [Scanned document] UNOV RR for Kahena Wai Estates LLC c/o Charles Hew-Len at 87-070 Farrington Hwy. Suite 303 returned 11/24/2023 (Completed)



is related to : No.2474650 r 1 - 2023-11-01 09:29:43 - ERIC GALLEGOS  
 [] Violation photo

**Notes**

| Note Type                                                                                                                                                                                   | Last Updated By | On                    | Locked |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|--------|
| Inspector Notes                                                                                                                                                                             | ERIC GALLEGOS   | Nov 01, 2023 09:32:48 |        |
| 10/30/23 Investigation revealed a wooden, tent tarpaulin structures and a vinyl fence constructed without a building permit on unit 5 of the property located at 53-424 Kamehameha Highway. |                 |                       |        |



**Project**

| Job           | Type                                                                                                                | Created      | Issued | Completed | Status             |
|---------------|---------------------------------------------------------------------------------------------------------------------|--------------|--------|-----------|--------------------|
| 119101318-001 | Request for Investigation<br>53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation       | Oct 19, 2023 |        |           | Referred           |
| 119101318-002 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070] Illegal structures / Unpermitted habitation             | Oct 31, 2023 |        |           | Draft NOV Reviewed |
| 119101318-003 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Oct 31, 2023 |        |           | Advisory created   |
| 119101318-004 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation          | Nov 01, 2023 |        |           | Draft NOV Reviewed |
| 119101318-005 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Nov 01, 2023 |        |           | Advisory created   |
| 119101318-006 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation          | Nov 01, 2023 |        |           | Draft NOV Reviewed |
| 119101318-007 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Nov 01, 2023 |        |           | Advisory created   |
| 119101318-008 | Notice of Violation<br>BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation          | Nov 02, 2023 |        |           | Start              |
| 119101318-009 | Advisory<br>TRIPLE FEE PENALTY. BV 53-424 Kam Hwy [TMK: 5-3-005:070]<br>Illegal structures / Unpermitted habitation | Nov 02, 2023 |        |           | Advisory created   |

**Code Vio.  
(Grid-Style)**

|                       |                                                                                                        |
|-----------------------|--------------------------------------------------------------------------------------------------------|
| Relationship:         | Code Section:                                                                                          |
| Chapter               | 18                                                                                                     |
| Correction Remarks    |                                                                                                        |
| Section               | 18-3.1                                                                                                 |
| Violation Description | A building permit is required for the approximately 10' X 12' wooden structure located at the front le |
| Relationship:         | Code Section:                                                                                          |
| Chapter               | 18                                                                                                     |
| Correction Remarks    |                                                                                                        |
| Section               | 18-6.2 (d)                                                                                             |
| Violation Description | The building permit fee shall be tripled for starting work without first obtaining a building permit.  |



**SKS ENV**  
LAND RESOURCE SOLUTIONS

Environmental Planning and Permitting | Water Resource Compliance Management and Permitting |  
Natural Resource Surveys and Appraisals | Site Investigations, Multi-Media Monitoring Services and Health & Safety Compliance | Project Management

Edwin H. Sniffen, Director of Transportation  
Hawaii Department of Transportation  
869 Punchbowl Street,  
Honolulu, Hawaii 96813-5097

August 25, 2024

DIR 0000492  
HWY-PL 24-2.35100

Attn: Mr. Sniffen

**SUBJECT:** 2024/ED-4 (MAK) – Special Management Area Major Use Permit, Draft  
Environmental Assessment, Kahena Wai Estates  
Hauula, Oahu, Hawaii  
Tax Map Key No. (1) 5-3-005:070

Thank you for your comments to the above listed Draft Environmental Assessment. We will respond to your comments in the Final EA as referenced below.

1. HDOT Comment: *Identify the parcels excluded from the Condominium Property Regime (CPR) in all figures. The Structure in Unit 6 appears in Figure 5c but is not within Figure 5b of the EA.*

Response: *The Final EA will be modified to show unit 6 on all figures.*

2. HDOT Comment: *Describe the shared or individual unit access to the state highway and any easements through adjacent properties.*

Response: *This is described in Section 6.2; however, the following text will be added to better clarify this section of the Final EA: Driveway 1 is being shared with Units 3, 4, 5, & 6 and Driveway 2 is shared with units 7, 8, 9, and 11. There are no easements through Driveway 1 and Driveway 2. The increased volume of vehicles utilizing the driveways will have minimal impact accessing Farrington Hwy.*

3. HDOT Comment: Describe the driveways approved in the CPR approval and verify they are consistent with existing conditions. Review the CPR documents for any comments or conditions we may have had on the CPR application. Please provide copies of relevant materials.

Response: Comment will be addressed, and applicable information will be provided to HDOT accordingly or described and referenced in the Final EA.

4. Describe the traffic control and conditions at each driveway (signage, line of sight). Are there visibility concerns related to ocean access parking (legal or illegal) fronting the highway?

Response: Aspects of the line of sight and concerns for the two driveway egress locations, including ocean access parking will be addressed in the Final EA. In general, the property line is setback approximately 10 ft. from the highway, so visibility from both driveways have a



clear line of sight to the north and south (Figure 1b and Photos 9 and 12). There are no traffic controls managing the access to the highway. There is no public parking for beach access (Photos 9 - 11). If the Kahena Wai residents have visitors, they would park within the designated CPR lot and walk across the highway, not illegally park fronting the dwellings or within the shoreline setback area.

5. HDOT Comment: Describe the proposed change in number of vehicles associated with each unit. We do not anticipate an adverse impact to traffic conditions, but the EA should describe the additional trips that may be generated at the site.

Response: The following will be added to the Final EA: Unit 1 and 2 have direct access to the highway, with no additional vehicles added. Units 3-6 share driveway 1, with an expected 2 additional vehicles over existing 3 vehicles for a total of 5 vehicles. Units 7-11 share driveway 2, with an expected 2-4 additional vehicles over the existing conditions of 2-3 vehicles, for a total of 6 or 7 vehicles. We will amend the Final EA to identify the number of vehicles increase with each unit to assess potential traffic-related impacts merging on to Kamehameha Hwy and include a similar table also showing increased vehicle volume for each unit.

|         |                                                 |
|---------|-------------------------------------------------|
| Unit 1  | 1 vehicle direct access to highway              |
| Unit 2  | 1 vehicle direct access to highway              |
| Unit 3  | 1 vehicle through driveway 1                    |
| Unit 4  | 2 vehicles through driveway 1                   |
| Unit 5  | 1 vehicle through driveway 1                    |
| Unit 6  | 1 vehicle through driveway 1                    |
| Unit 7  | 2 vehicles through driveway 2                   |
| Unit 8  | 2 vehicles through driveway 2                   |
| Unit 9  | 2 or 3 vehicles through driveway 2              |
| Unit 10 | none                                            |
| Unit 11 | 1 vehicle on irregular basis through driveway 2 |

6. HDOT Comment: Qualitatively assess the existing and potential adverse impacts on safety for pedestrians, bicyclists, and vehicles at the driveways.

Response: Section 6 – Infrastructure of the Final EA will be revised describing the affected environment and environmental consequences (Section 6.2 and 6.3, respectively) for pedestrians, bicyclists, and vehicles at the driveways with respect to the Proposed Action. Basically, the potential adverse impacts for safety to pedestrians, bicyclist, and vehicles because of the Proposed Action will be no different than existing conditions. The annual traffic vehicle count, between MP 21.7 and 28.07 on Route 83 fronting Kahena Wai Estates, is 9,526.



7. HDOT Comment: Please verify the applicability of the following permits:

- Permit to Perform Work Upon State Highways is required for any work within the state highway right-of-way (ROW), (Hawaii Revised Statutes [HRS] Chapter 264). The application includes the review and approval of construction drawings and a Traffic Management Plan.
- Permit to Operate or Transport Oversize and/or Overweight Vehicles and Loads Over State Highways (HRS Chapter 291, Section 36).
- Permit for the Occupancy and Use of State Highway ROW (HRS Chapter 264). This is applicable to underground and overhead power lines and stormwater management structures within the state highway ROW.

The permit applications and instructions are online:

<https://hidot.hawaii.gov/highways/home/doing-business/guide-to-permits>

Response: Section 3 of the Final EA will be amended to identify all potential permits triggered by Proposed Action, including those mentioned above in the comment. No construction work will be performed upon Farrington Hwy. Contractors will be working with their suppliers on the operation of oversize and/or overweight vehicles.

8. HDOT Comment: *The following projects are near the proposed project:*

- *HWY-O-04-22 Guardrail and Shoulder Improvements at Various Locations, Oahu, Phase 3*
  - *Scheduled Advertise Date (SAD): Summer 2023*
  - *Point of Contact (POC): Jennifer Russell, jennifer.t.russell@hawaii.gov*
- *NH-083-1(084) Kamehameha Highway Coastal Highway Mitigation, Vicinity of Kualoa, Kaaawa, Punaluu and Hauula*
  - *SAD: Summer 2025*
  - *POC: Mel Chung, mungfa.chung@hawaii.gov*
- *83D-01-24 Kamehameha Highway Culvert Remediation, Mile Post 23-30*
  - *SAD: Winter 2024*
  - *POC: Ross Hironaka, ross.hironaka@hawaii.gov*

*Coordinate with the HDOT POC regarding potential construction-phase conflicts.*

Response: Thank you for the list of HDOT proposed projects and HDOT POC to assess construction-phase conflicts with the Proposed Action and potential cumulative impacts. Section 6.3 of the EA will identify a construction contractors' mitigation measure of coordinating with appropriate HDOT sections provided. In accordance with the DOT website, there are no planned projects in this area.

9. HDOT Comment *No additional discharge of surface water runoff onto the Kamehameha Highway ROW is permitted. This includes the use of the existing state drainage culverts and*





**5Ks ENV**  
**ISLAND RESOURCE SOLUTIONS**

Environmental Planning and Permitting | Water Resource Compliance Management and Permitting |  
Natural Resource Surveys and Appraisals | Site Investigations, Multi-Media Monitoring Services and Health & Safety Compliance | Project Management

*channels. All additional stormwater runoff from the project site shall be managed and mitigated onsite.*

Response: All surface water runoff will be contained within the property per City and County of Honolulu design standards. This comment will be additionally emphasized in Section 6.3 of the Final EA.

Thank you for your comments during the environmental review process!

S

S

~~~~~  
*Karl B. Bromwell, MPH*  
*President / Senior Environmental Planner*  
*5Ks ENV – Island Resource Solutions*  
*1717 Mott-Smith Drive | Apt. 2407*  
*Honolulu, HI 96822*

### Relevant Material Comment 3.

Anders G.O. Nervell, Esq.  
May 11, 2018  
Page 3

7. Section 3.2(b)(11), 9.1(b), 19.1(b)(2), and 25.7 allows for one or more Farm Dwellings or Accessory Farm Structures on Unit 11. However, as indicated previously on Item No. 3, the entire agricultural land area of the Project site is enough for only one farm dwelling. Accordingly, language reserving the Developer the right to apply for and obtain an agricultural cluster permit for up to eight (8) Farm Dwellings, should be removed entirely. The property does not qualify for an agricultural cluster permit pursuant to the LUO.
8. Section 3.3 states that all units in the Project have access to Kamehameha Highway, a public highway, either directly, or over a Shared Limited common Element driveway, as shown on the Condominium Map. As the highway is under the jurisdiction of the State of Hawaii Department of Transportation (HDOT), all proposed direct accesses or shared driveways should be confirmed by the Developer with the HDOT.
9. Section 16.1 refers to Project insurance requirement if it is located in a special flood hazard area on the federal flood maps. This is not hypothetical, as the Project is definitely located within a special flood hazard area and will be subject to just not an insurance requirement, but both existing and new structures are required to comply with the provisions of the City's Flood Hazard Areas Ordinance (Chapter 21A, Revised Ordinances of Honolulu).
10. Section 25.1 refers to subdivision or consolidation processes under the LUO, but it should instead refer to the Subdivision Ordinance of the City and County of Honolulu.
11. Not included in the Declaration is any reference to the Project being subject to the Special Management Area (SMA), Chapter 25, Revised Ordinances of Honolulu. Residential development that involves more than two dwelling units is considered "development" for purposes of the SMA, and the additional dwellings (including farm dwellings) will require an SMA Use Permit. As more than two dwellings are already present on the property, the entire site is subject to SMA permitting requirements. If the valuation of any development exceeds \$500,000, or is likely to have a substantially adverse environmental or ecological effect, a Major SMA Use Permit, subject to City Council approval, will be required. Prior to any SMA permit application, the applicant would also be required to prepare an Environmental Assessment and obtain a Finding of no Significant Impact for the proposal. The SMA Use Permit requirement is crucial to the proposed additional dwellings and other structures, and consideration should be given to obtaining this permit prior to finalizing the condominium.





Glenn Hayashi  
Assistant Chief of Police  
Support Services Bureau

August 25, 2024

Attn: Mr. Hayashi

**SUBJECT: Draft Environmental Assessment (EA) for SMA-Major,  
Kahena Wai Estates, Kamehameha Highway, 53-424, -428, -432, -  
437, -438, -440, -450, -452, and -458, Hauula Tax Map Key: (1) 5-3-005:070**

Thank you for your comments to the above listed Draft Environmental Assessment. We will respond to your comments in the Final EA as referenced below.

1. HPD Comment: *The Honolulu Police Department (HPD) recommends that all necessary lights, signs barricades, and other safety equipment be installed and maintained by the contractor during the construction phase of the project. Additionally, adequate notification should be made to area businesses and residents prior to possible road closures, as any impact to pedestrian and/or vehicular traffic or construction-related debris could lead to complaints. Lastly, the HPD recommends a long-term plan to mitigate the tracking of dirt, gravel, and debris to minimize potential environmental impacts from all affected areas, including the shoreline resources.*

Response: *We will include the above statement in the Final EA.*

Thank you for your comments during the environmental review process!

Aloha, Karl Bromwell

~~~~~

*Karl B. Bromwell, MPH  
President / Senior Environmental Planner  
5Ks ENV – Island Resource Solutions  
1717 Mott-Smith Drive | Apt. 2407  
Honolulu, HI 96822*



**SKS ENV**  
LAND RESOURCE SOLUTIONS

Environmental Planning and Permitting | Water Resource Compliance Management and Permitting |  
Natural Resource Surveys and Appraisals | Site Investigations, Multi-Media Monitoring Services and Health & Safety Compliance | Project Management

Mary Alice Evans, Director  
Office of Planning & Sustainable Development  
235 South Beretania Street, 6<sup>th</sup> Floor,  
Honolulu, Hawaii 96804

August 25, 2024

DTS 20240405220847NA

Attn: Ms. Evans

**SUBJECT: Revised Ordinances of Honolulu Chapter 25, Draft Environmental Assessment for the Programmatic 10-Year Development Plan, including the Construction of New Single-Family Dwellings for Eleven Condominium Property Regime Units, 53-424 to 53-458 Kamehameha Highway, Hau'ula, O'ahu; Tax Map Key: (1) 5-3-005: 070**

Thank you for your comments to the above listed Draft Environmental Assessment. We will respond to your comments in the Final EA as referenced below.

1. OPSD Comment: The OPSD suggests that the Final EA add a section to discuss the triggers of the preparation of an EA pursuant to Hawaii Revised Statutes (HRS) Chapter 343, and SMA Ordinances of the City and County of Honolulu, and list all permits and approvals required from the state, federal and county for the proposed programmatic 10-year development plan.

Response: Complied. We will amend the current sections of the EA discussing triggers and permits to be more comprehensive with respect to the HRS Chapter 343 and SMA Ordinances and those potential state, federal, and county permits and approvals necessary for the Proposed Action.

2. OPSD Comment: Given that the subject EA will serve as a supporting document for the SMA Use Permit application, the OPSD recommends that the Final EA specifically discuss the compliance with the requirements of SMA use under Revised Ordinances of Honolulu (ROH) Chapter 25 for the proposed development by consulting with the Department of Planning and Permitting, City and County of Honolulu. Please note that the amendments to ROH Chapter 26 relating to Shoreline Setbacks will take effect on July 1, 2024. The Final EA should refer to ROH Chapter 26, as amended, rather than ROH Chapter 23, for shoreline setbacks.

Response: The sections of the Final EA discussing ROH Chapter 25 will be refined to identify all requirements for the Proposed Action per DPP comments. Additionally, references to ROH Chapter 23 will be replaced with the proper ROH Chapter 26 passages for the Final EA regarding shoreline setbacks.





3. OPSD Comment: The property is *mauka* of but immediate adjacent to Kamehameha Highway. The OPSD recommends that the Final EA provide an assessment of shoreline erosion in front of the section of Kamehameha Highway and discuss potential impacts of shoreline erosion on Kamehameha Highway, and further on the proposed structures during their lifespan from the 10-year programmatic development plan.

Response: The Final EA will be amended to elaborate more on shoreline erosion fronting the Proposed Action, within Section 4.6.2 and 4.6.3 Climate and Sea Level, which already discusses Hawaii's current vulnerability to coastal flooding and future scenarios for site-specific sea-level rise changes.

4. OPSD Comment: The subject EA aims to cover 10-year programmatic improvements for the SMA Use Permit application. As stated by the Draft EA, page 30, the proposed action may become increasingly affected by storm surges/waves, flooding, erosion, subsidence, and/or pollution in the future. The EA should acknowledge that specific information on coastal hazards and associated mitigation measures for the proposed 10-year programmatic development would be updated given an increasing risk of coastal hazards, including storm surges, flooding, shoreline erosion and sea level rise.

Response: We will amend the Final EA to identify those coastal hazards mentioned in Section 4.6.2 and 4.6.3, bringing them forward and elaborating more on those specific potential hazards and mitigation measures for the project area.

5. OPSD Comment: The OPSD concurs that the site-specific Best Management Practices, including installation of sediment fences, silt screens, bags or filter socks, shall be implemented during construction to prevent any runoff, sediment, and erosion from potentially impacting adjacent wetlands, nearshore water, and the State waters as specified in Hawaii Administrative Rules Chapter 11-54.

Response: Acknowledged. Section 4.2.2 will emphasize these specific construction BMPs that are also identified in Section 4.1.3 and Table 4-1

6. OPSD Comment: In enacting Act 224, Session Laws of Hawaii 2005, the legislature found that light pollution in Hawaii's coastal areas and artificial lighting illuminating the shoreline and ocean waters can be disruptive to avian and marine life. The OPSD concurs that all exterior lighting and lamp posts associated with the proposed improvements project shall be cut-off luminaries to provide the necessary shielding to mitigate potential light pollution in the coastal areas and lessen possible seabird strikes. No artificial light, except as provided in HRS §§ 205A-30.5(b) and 205A-71(b), shall be directed to travel across the property boundaries toward the shoreline and ocean.

Response: Acknowledge. We will also add §HRS 205A -30.5(b) (CCH, 2023) as a reference for Section 3.1.3 of the Final EA in addition to ROH §25-6.3(a) and HRS §205A-71(b) (CCH, 2018).



**5Ks ENV**  
ISLAND RESOURCE SOLUTIONS

Environmental Planning and Permitting | Water Resource Compliance Management and Permitting |  
Natural Resource Surveys and Appraisals | Site Investigations, Multi-Media Monitoring Services and Health & Safety Compliance | Project Management

Thank you for your comments during the environmental review process!

~~~~~

*Karl B. Bromwell, MPH*  
*President / Senior Environmental Planner*  
*5Ks ENV – Island Resource Solutions*  
*1717 Mott-Smith Drive | Apt. 2407*  
*Honolulu, HI 96822*





Charmian Dang  
U.S. Fish and Wildlife Biologist  
Pacific Islands Fish and Wildlife Office  
300 Ala Moana Boulevard, Room 3-122  
808-792-9400

Attn: Mr. Dang

**SUBJECT: Draft Environmental Assessment (EA) for SMA-Major,  
Kahena Wai Estates, Kamehameha Highway, 53-424, -428, -432, -  
437, -438, -440, -450, -452, and -458, Hauula Tax Map Key: (1) 5-3-005:070**

Thank you for your comments to the above listed Draft Environmental Assessment. We will respond to your comments in the Final EA as referenced below.

1. USFWS Comment: For the Hawaiian hoary bat please include that barbed wire fencing will not be used for the proposed project.

*Response: We will include the above statement in the Final EA, specifically in Section 4.3.2 3) to mitigate potential takes.*

2. USFWS Comment: For the Hawaiian seabirds and green sea turtles please include that automatic motion sensor switches and controls will be installed on all outdoor lights or lights will be turned off when human activity is not occurring in the lighted area.

Response: Concur, we will add the above comment to Section 4.3.2 and other appropriate sections of the Final EA.

Thank you for your comment and involvement in the environmental review process!

Aloha, Karl Bromwell

~~~~~  
*Karl B. Bromwell, MPH  
President / Senior Environmental Planner  
5Ks ENV – Island Resource Solutions  
1717 Mott-Smith Drive | Apt. 2407  
Honolulu, HI 96822*



March 29, 2023

**SUBJECT/APPLICANT** Pre-Consulting Request Pursuant to Section 11-200.1-18, HAR  
**RECORDED FEE OWNER:** Kahena Wai Estates, LLC  
**PROPOSED ACTION:** Current owners want to perform minor renovation (i.e. fence property, construct simple home) all requiring an EA and SMA Permit  
**PROPOSED PROJECT:** HRS 343, Environmental Assessment in Support of a SMA Major Permit  
**LOCATION:** Address 53-428 to 53-458 Kamehameha Hwy (TMK(1) 5-3005:070) and New Dwelling Construction at 53-452, Unit 2 Kahena Wai Estates, Kamehameha Hwy Oahu, Hawaii.

The applicant for this project seeks early consultation for this Chapter (Ch) 343 Hawaii Revised Statutes (HRS) environmental assessment (EA) for TMK: 5-3-005-070. The proposed project (Proposed Action) is located on the northeast side of the island of Oahu, in Kahena Wai Estates, Hauula, Hawaii (see Site Maps - Attachment 1).

The Proposed Action entails improvements to the 4.76-acre lot, owned by Joshua D. Miramontes, located at Kahena Wai Estates. The land is zoned residential (R5) and Agriculture (Ag) and a portion of the Ag land is designated as wetlands (see Appendix A).

The planned improvements, include the construction of a new single family residential home (Brahmbhatt Property) located within the Special Management Area (SMA) (Ch 205A HRS), a trigger for EA preparation. The dwelling conceptual drawings and plans are in Appendix A. Other improvements identified for Units 1-11 in the 10-year plan associated with the TMK include the following for each unit in Table 1:

| Unit | Existing Structure  | 10-year plan      |
|------|---------------------|-------------------|
| 1    | 1-story dwelling    |                   |
| 2    | 1-story dwelling    | New Fence         |
| 3    | 1-story dwelling    | New Deck          |
| 4    | vacant              | New Dwelling Unit |
| 5    | vacant              | New Dwelling Unit |
| 6    | Temp Trailer        | New Dwelling Unit |
| 7    | vacant              | New Dwelling Unit |
| 8    | 1-story dwelling    |                   |
| 9    | Structure Collapsed | New Dwelling Unit |
| 10   | vacant              | New Dwelling Unit |
| 11   | vacant              | New Park          |

Table 1: 10-year plan for property improvements

Per HAR 11-200.1-18, we are seeking early e-consultation ([info@honoluluodpp.org](mailto:info@honoluluodpp.org)) with City and County of Honolulu Department of Planning and Permitting (Approving Agency), as well as other agencies having jurisdiction or expertise, and those

citizen groups and individuals that the proposing or approving agency reasonably believes may be affected by the proposed action. Upcoming community outreach meetings include: The Hauula Community Association on April 4<sup>th</sup> at 6:30 pm for a presentation, then the Koolauloa Neighborhood Board (NHB) in May.

Our objective is to gather information and identify potential resource issues areas, so we can address each issue area with proper scope of analysis prior to submission of the Draft EA.

**PURPOSE AND NEED OF PROPOSED ACTION:** General owner improvements to the entire TMK and construction of a single-family home on a parcel at 53-452 Kamehameha Hwy, Hauula, Oahu, HI, 96717, Kahena Wai Estates Unit 2 – TMK No. (1) 5-3-005:007:002. Please find attached (Appendix A) general



information and figures of the location, land survey, location of wetlands with photos, dwelling design and plans, and other applicable information.

Sincerely Yours,

Karl Bromwell, Environmental Professional contracted by Roy Irei, Hawaii Engineering Group, Inc. and representing the Kahena Wai Estate owners Unit 2

**Summary:**

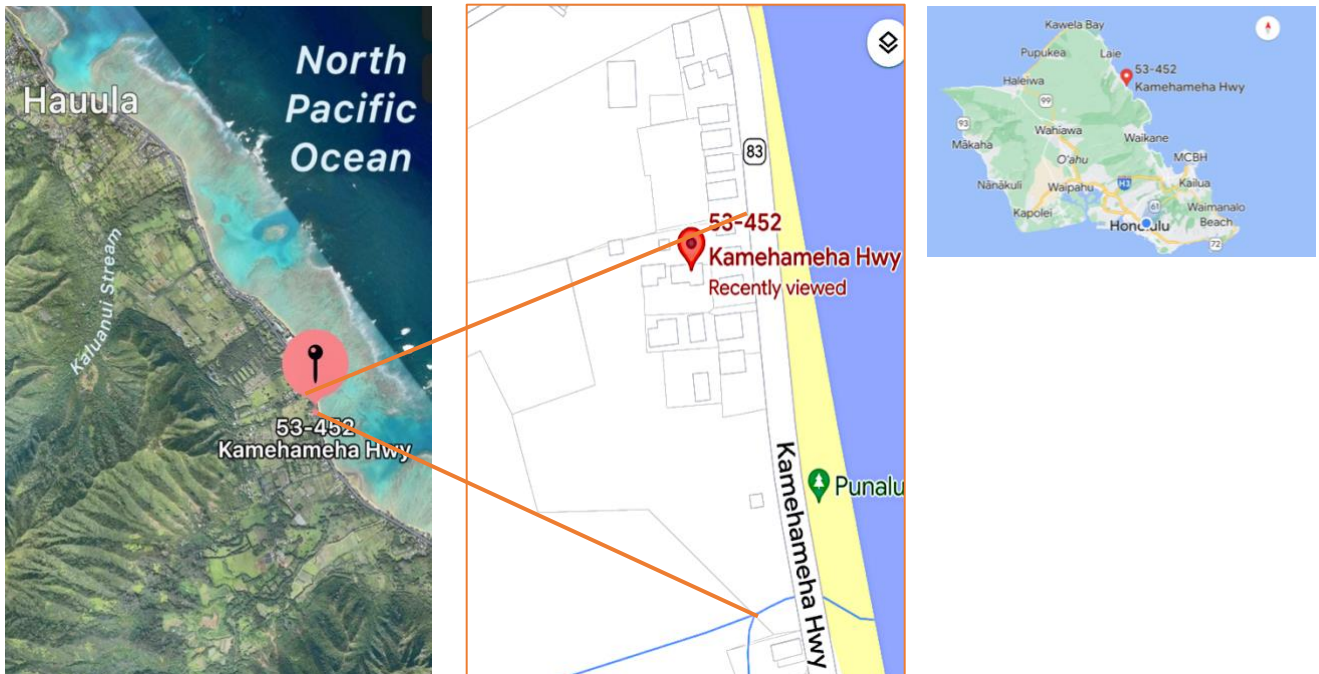
**PROJECT INFORMATION:**  
 ADDRESS:  
 53-428 TO 53-458 KAMEHAMEHA HWY.  
 HAUULA, HI 96717  
 TMK:  
 5-3-005:030, 4.7625 ACRES  
 ZONING:  
 AG-2 & R-5 (R-5 @ NEW LOCATION)  
 FLOOD INSURANCE RATE MAP ZONE:  
 AE/VE/X  
 SMA & UIC -YES

|         | Lot Size  | Living Area |            |                       |
|---------|-----------|-------------|------------|-----------------------|
| Unit 1  | 4841 SF   | 360 SF      | Harding    | Owner Occupied        |
| Unit 2  | 4820 SF   | 550 SF      | Miramontes | Owner Occupied        |
| Unit 3  | 3997 SF   | 678 SF      | Haines     | Owner Occupied        |
| Unit 4  | 4171 SF   | 2071 SF     | Brahmbhatt | future Owner Occupant |
| Unit 5  | 4099 SF   | 550 SF      | Nicholson  | future Owner Occupant |
| Unit 6  | 10000 SF  | 678 SF      | Clark      | Owner Occupied        |
| Unit 7  | 8408 SF   | 678 SF      | Wang       | future Owner Occupant |
| Unit 8  | 7684 SF   | 738 SF      | Oba        | Owner Occupied        |
| Unit 9  | 10333 SF  | 678 SF      | Kahena Wai | vacant                |
| Unit 10 | 38963 SF  | 678 SF      | Kahena Wai | vacant                |
| Unit 11 | 100531 SF |             | Kahena Wai | future park           |

**Purpose and Need and Proposed Action:** The current owners wish to perform minor improvements to their property, which include a fencing, plantings, and walk paths for a park, and future owner occupants desire to build houses on their lots. The future work requires an EA & SMA Major Permit.

**Response Contact Information:** Karl Bromwell, 5Ks ENV 2019 Puowaina Drive Honolulu, HI 96813  
[karlbromwell.5KsENV@gmail.com](mailto:karlbromwell.5KsENV@gmail.com) - e-mail response is preferred – mahalo nui loa -

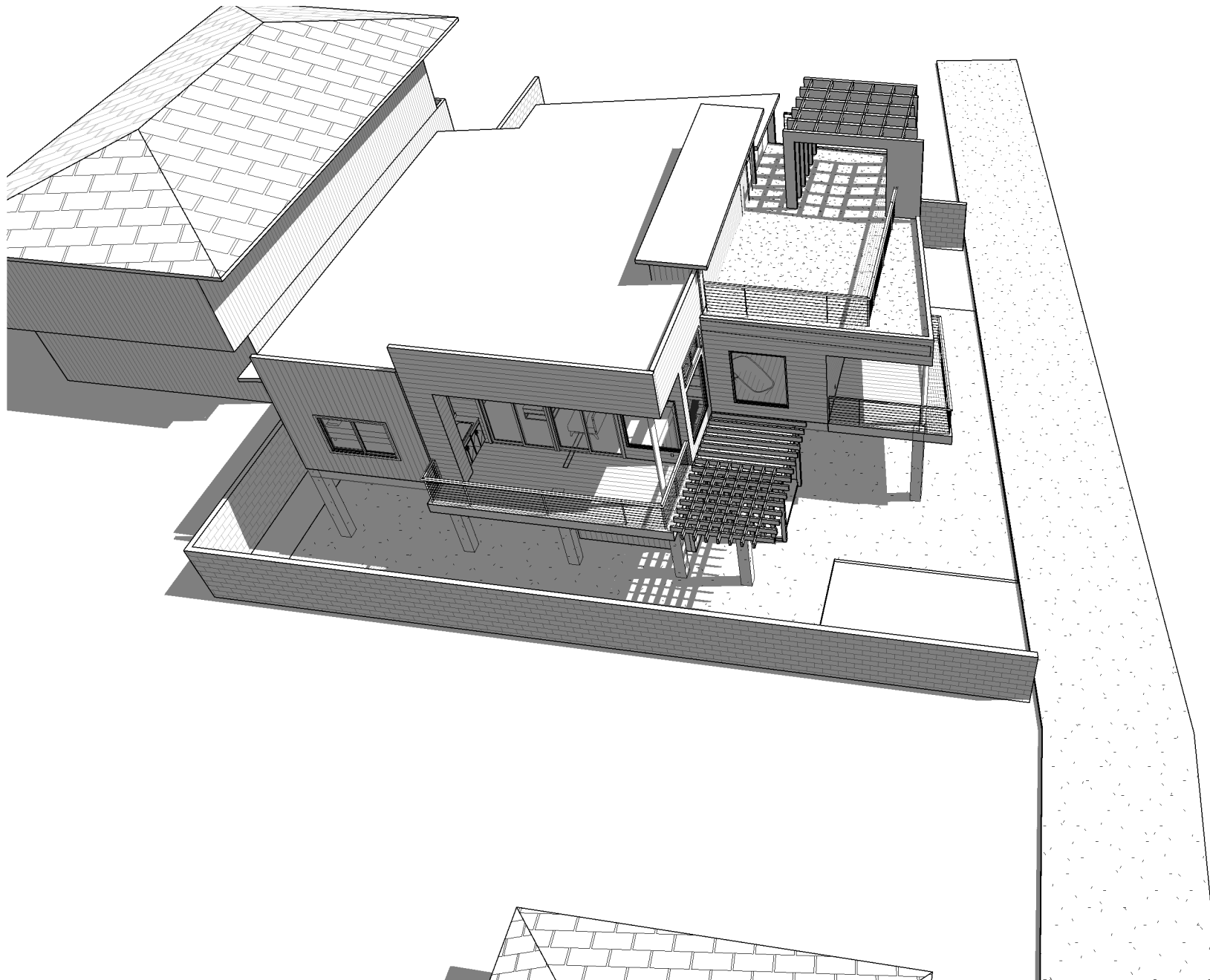
**Attachment 1: Proposed Project General Site Location**

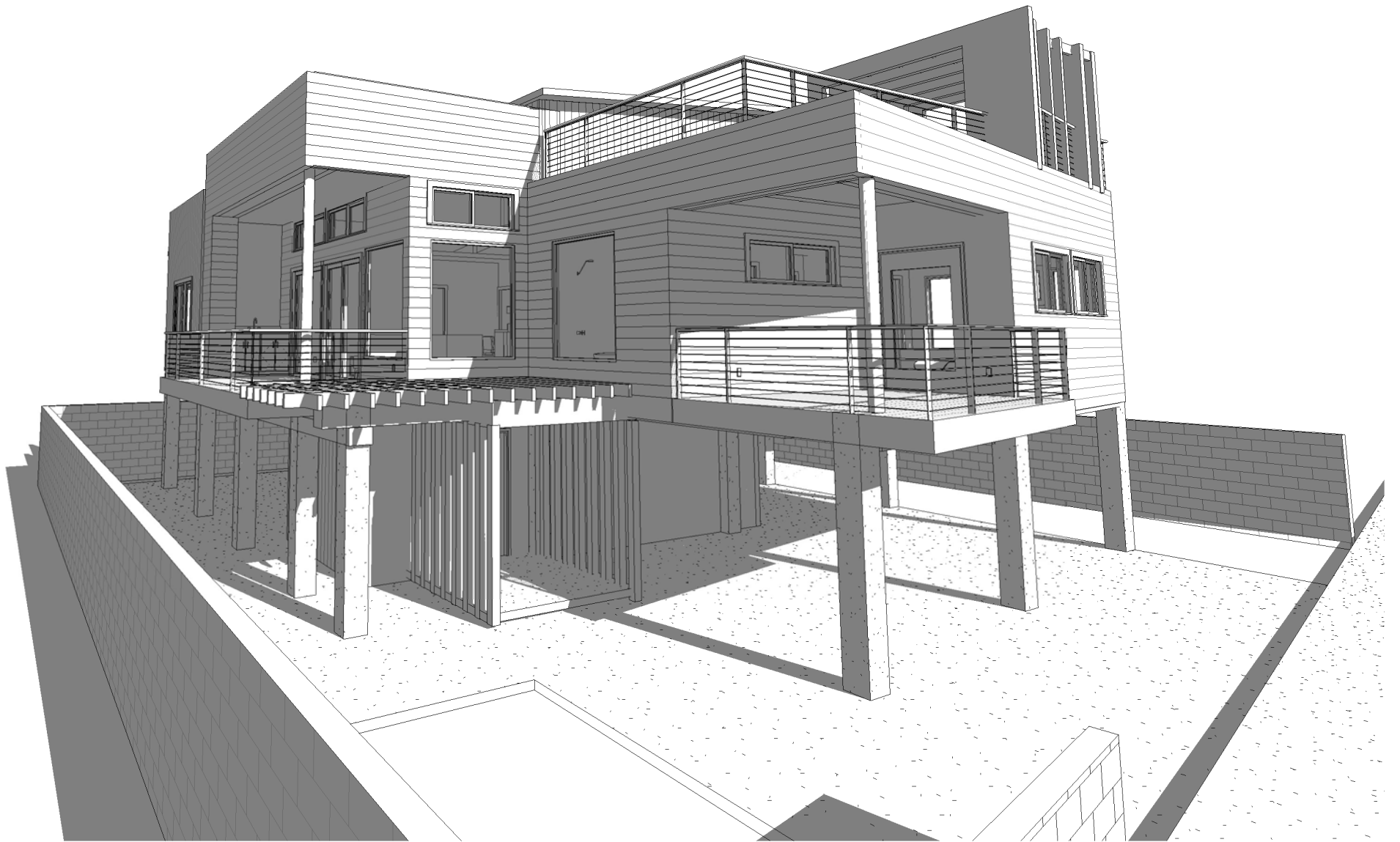




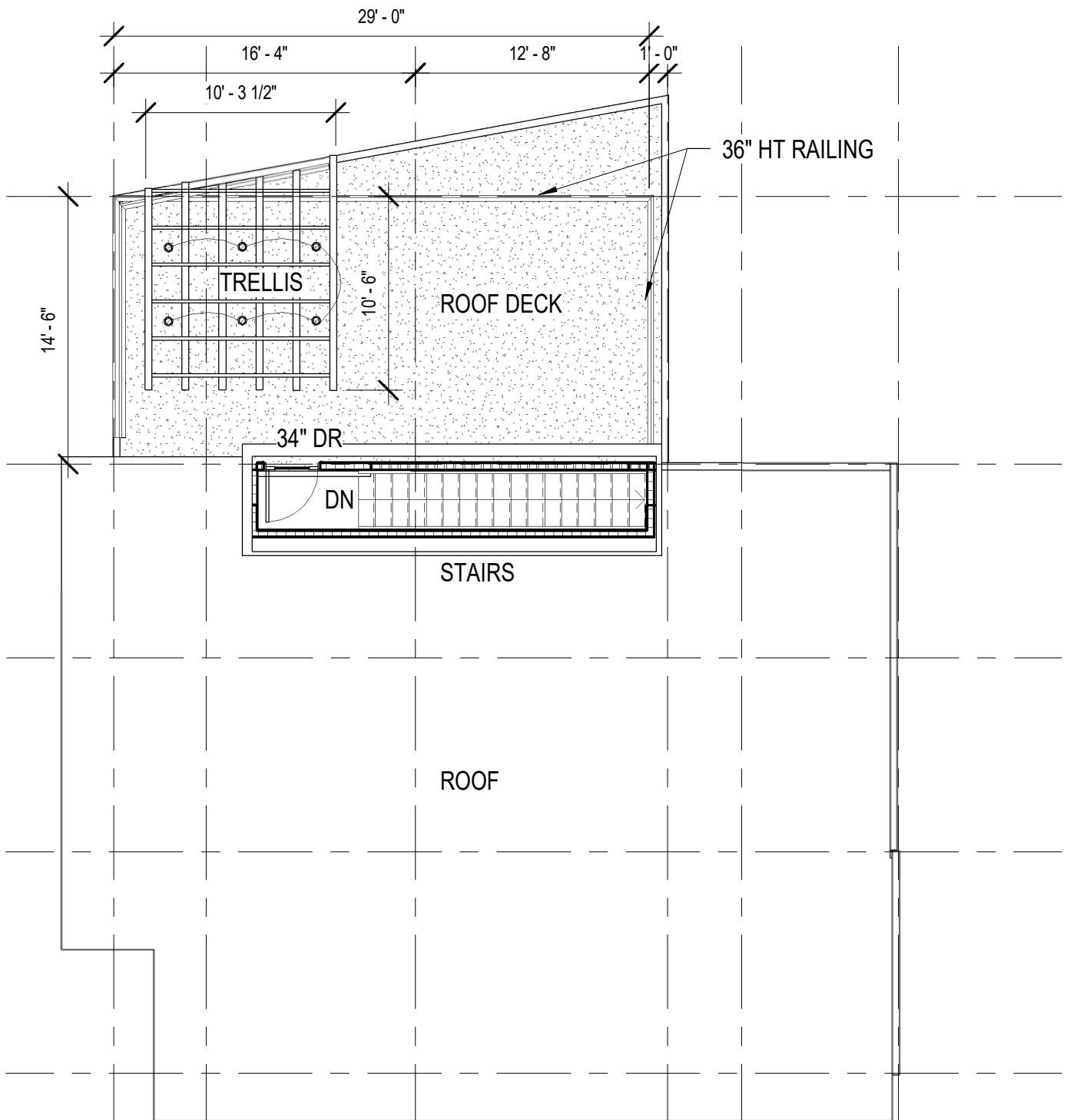












**RSWMP NOTES:**

RESIDENTIAL STORM WATER MANAGEMENT NOTES FOR SINGLE-FAMILY AND TWO-FAMILY DWELLING PROJECTS:

(i) USE SITE DESIGN STRATEGIES TO REDUCE THE IMPERVIOUS SURFACE AREAS TO THE MAXIMUM EXTENT PRACTICAL. THE TOTAL IMPERVIOUS SURFACE AREA FOR THE LOT MAY NOT EXCEED 75%, PER LUO SECTION 21-3.70.1(G).

(ii) TOTAL IMPERVIOUS AREA = 71.33%

**SPECIAL INSPECTION**

- #1 CONCRETE
- #13 SPECIAL GRADING, EXCAVATION AND FILLING
- #16 SHEATHED SHEAR WALLS AND DIAPHRAGMS
- #17 COMPLETE LOAD PATH AND UPLIFT TIES
- #18 TERMITE PROTECTION

**PLUMBING / WATER NOTES:**

- ALL NEW PLUMBING FIXTURES ARE LOW FLOW UNLESS OTHERWISE NOTED.
- WATER METER FOR THE PROPOSED PROJECT DOES NOT SERVE ANY IRRIGATION AND/OR AUTOMATIC FIRE SPRINKLER SYSTEM.

**BWS NOTE:**

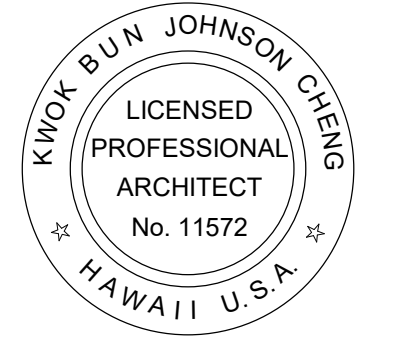
WATER METER DO NOT SERVE ANY IRRIGATION AND AUTOMATIC FIRE SPRINKLER SYSTEM

**WALL LEGEND:**

- WALL CONSTRUCTION**
- EXTERIOR WALLS:**  
 2X4 STUD @16"OC W/ 1/2" PLYWOOD AND 5/8" EXTERIOR SIDING W/ R-13 INSULATION IN WALL CAVITY, AND 1/2" GYP BD ON INTERIOR  
 5/8" TYPE 'X' GYP BD ON INTERIOR AT ADU
- INTERIOR WALLS:**  
 2X4 STUD @16"OC W/ 1/2" GYP BD BOTH SIDES
- INTERIOR SUPPORTING WALLS:**  
 2X4 STUD @16"OC W/ 1/2" GYP BD BOTH SIDES  
 5/8" TYPE 'X' GYP BD BOTH SIDES AT ADU
- PLUMBING WALLS:**  
 2X6 STUD @16"O.C. W/ 1/2" CEMENT BD TO WET SIDE, 1/2" GYP BD TO DRY SIDE
- STRUCTURAL SHEAR WALLS:**  
 ADD 1/2" PLYWD ON ONE SIDE OF STUD WALL

**EXTERIOR LIGHT FIXTURE LEGEND:**

- 6" RECESS DOWNLIGHT FIXTURE
- ⊙ 6" SURFACE MOUNTED DOWNLIGHT FIXTURE
- NONE WALL SCONCES



This work was prepared by me or under my supervision and construction of this project will be under my observation. (Observation of construction as defined in the current Hawaii Administrative Rules "Professional Engineers, Architects, Surveyors and Landscape Architects".)

*Knox Bun Johnson Cheng*  
 Expiration Date 04/30/24 05/15/2022

Contractor shall carefully verify all dimensions, materials, existing site conditions and field measurements, study and compare the construction documents and notify the Architect of any discrepancy, inconsistency or omission he may discover before proceeding with the work. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for the coordinating and the supervision of all construction work under the contract. All work shall be performed in conformance with all applicable provisions of the Uniform Building Code and all governmental regulations.

| REVISION |            |             |
|----------|------------|-------------|
| REV      | DATE       | DESCRIPTION |
| 1        | 06/20/2022 | SMA         |

**KBJCHENG**  
 Architecture and Planning

Project: NEW SINGLE FAMILY DWELLING  
 53-424 KAMEHAMEHA HIGHWAY #4  
 HALULA, HAWAII 96717  
 5-3-005-070

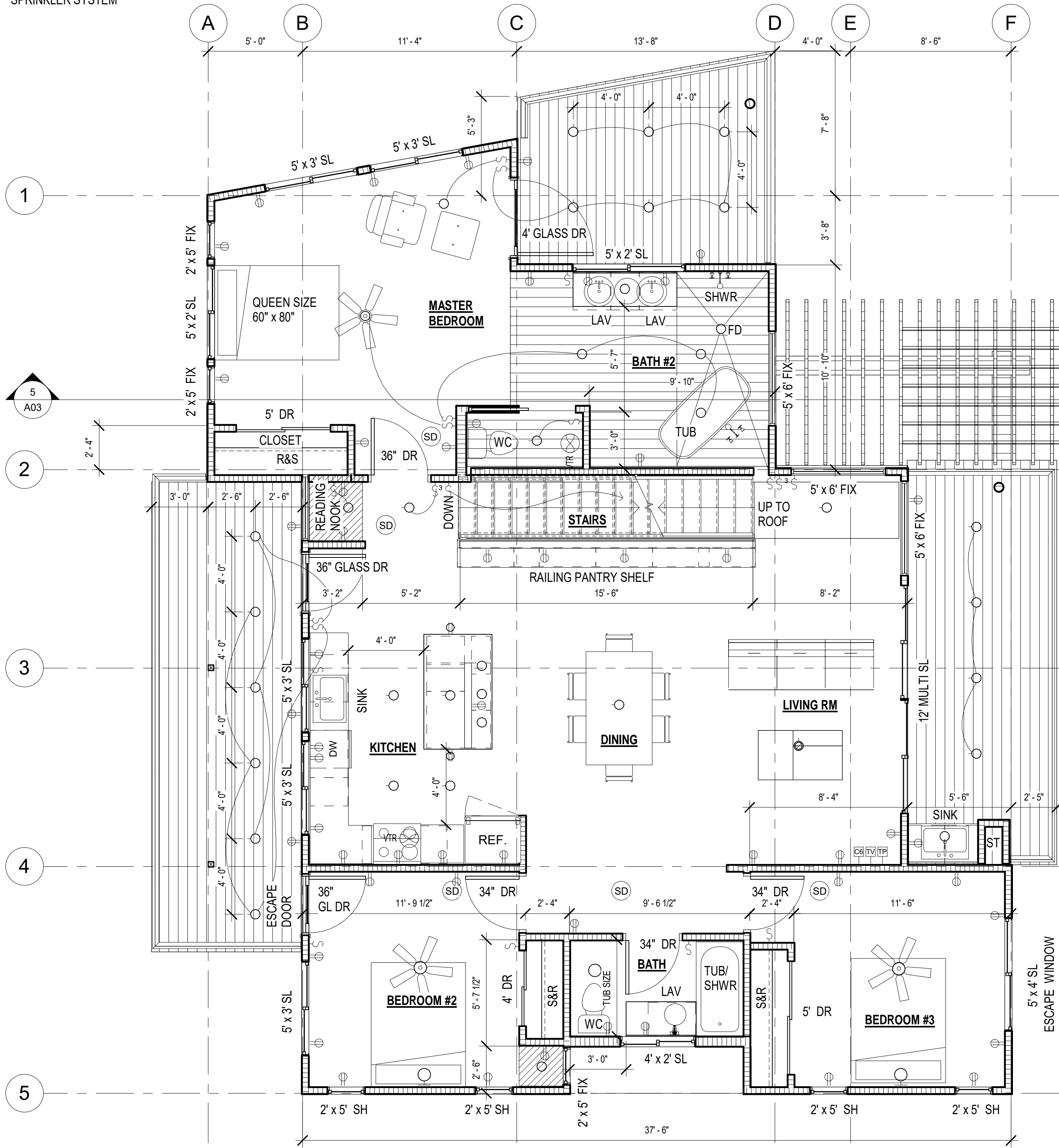
FLOOR PLANS

|             |            |
|-------------|------------|
| DATE        | 10/24/2018 |
| JOB NO.     | 53-424 KAM |
| DRAWN BY    | JC         |
| DESIGNED BY | JC         |

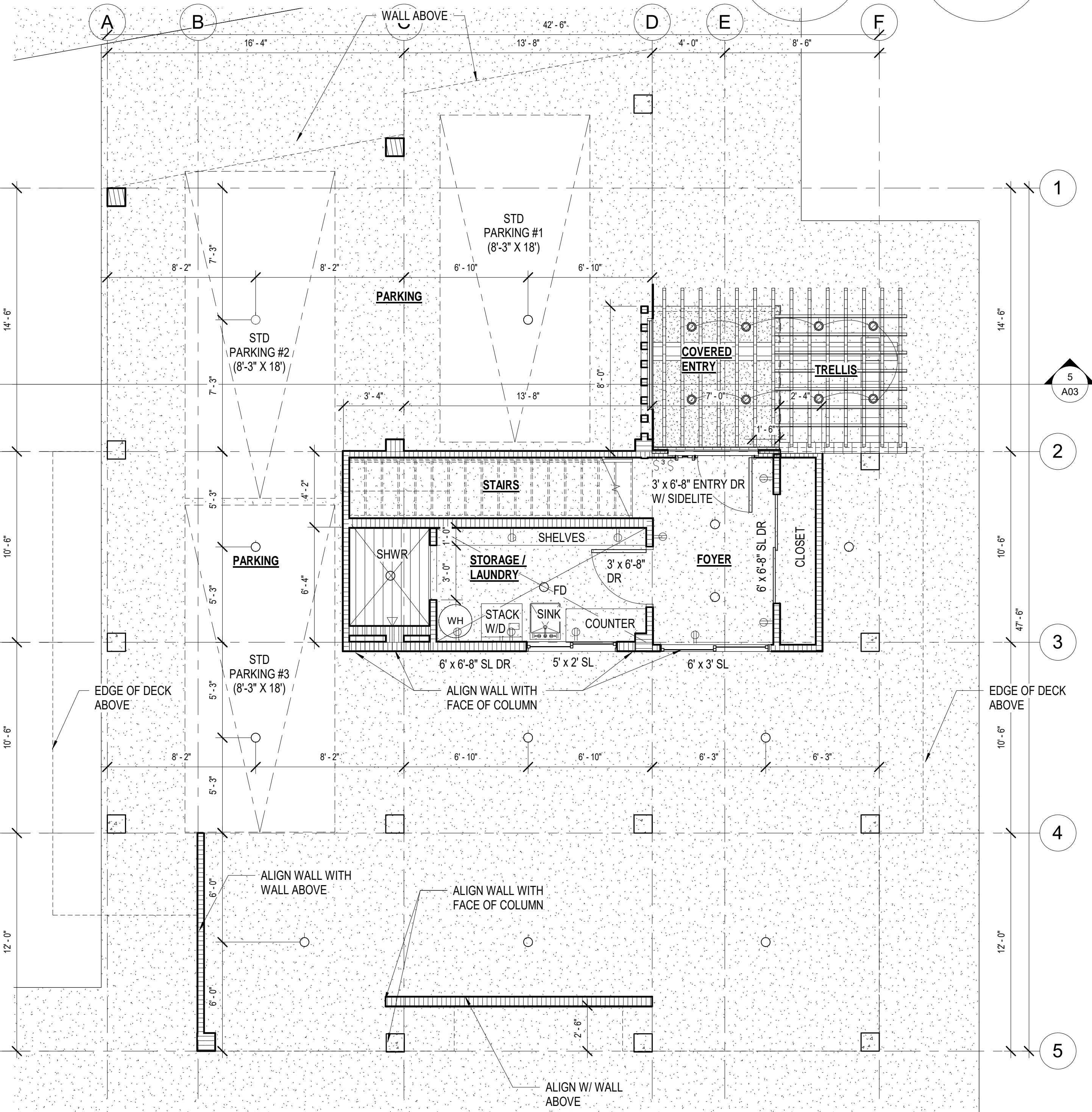
SHEET NUMBER

# A03.1

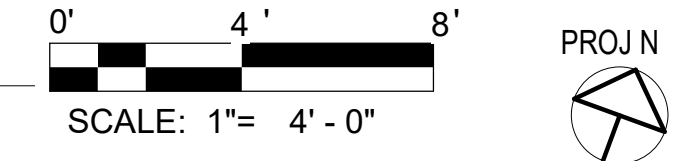
2 OF SHEETS



**MAIN FLOOR PLAN**  
 1/4" = 1'-0"

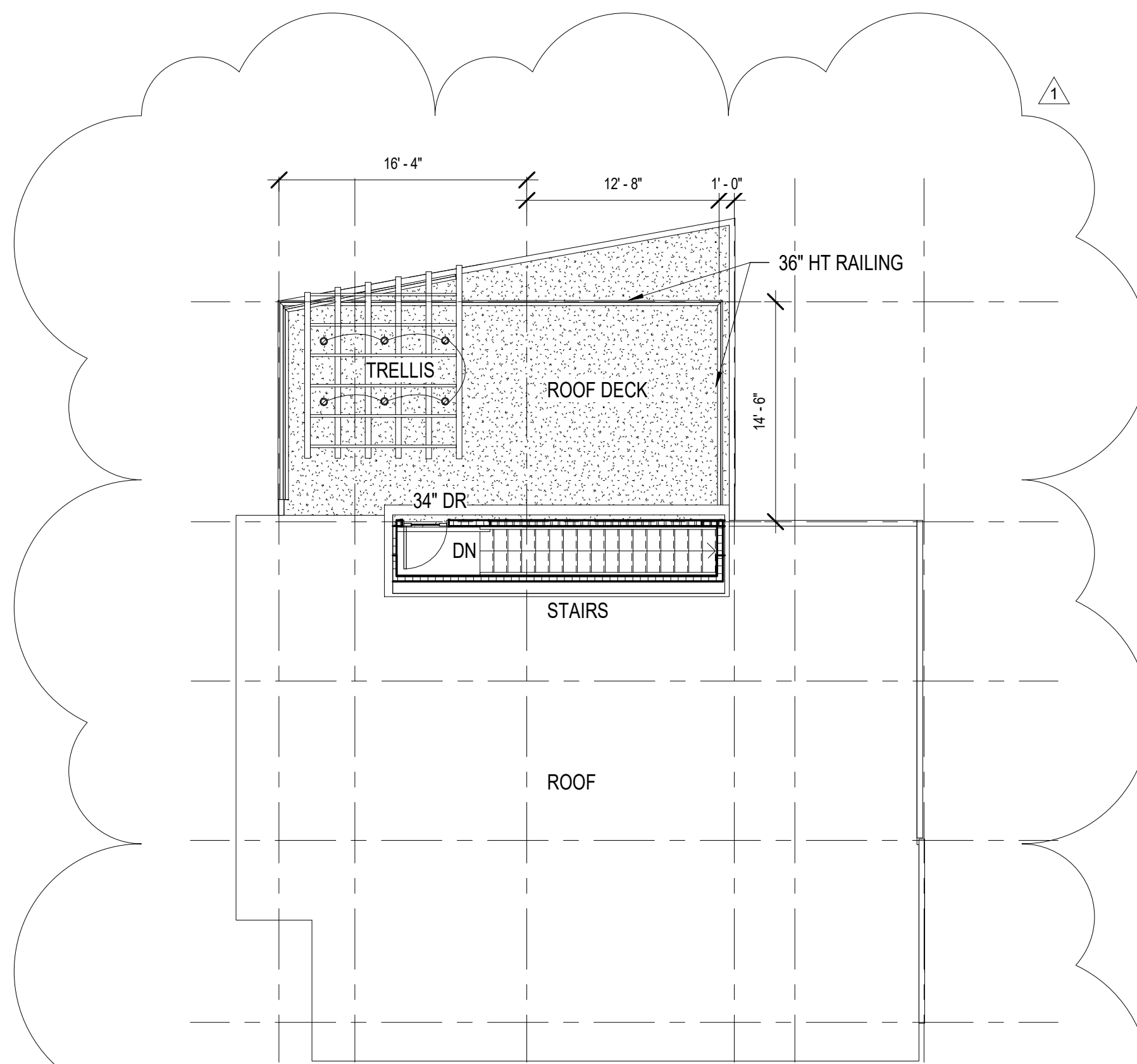


**LOWER FLOOR PLAN**  
 1/4" = 1'-0"

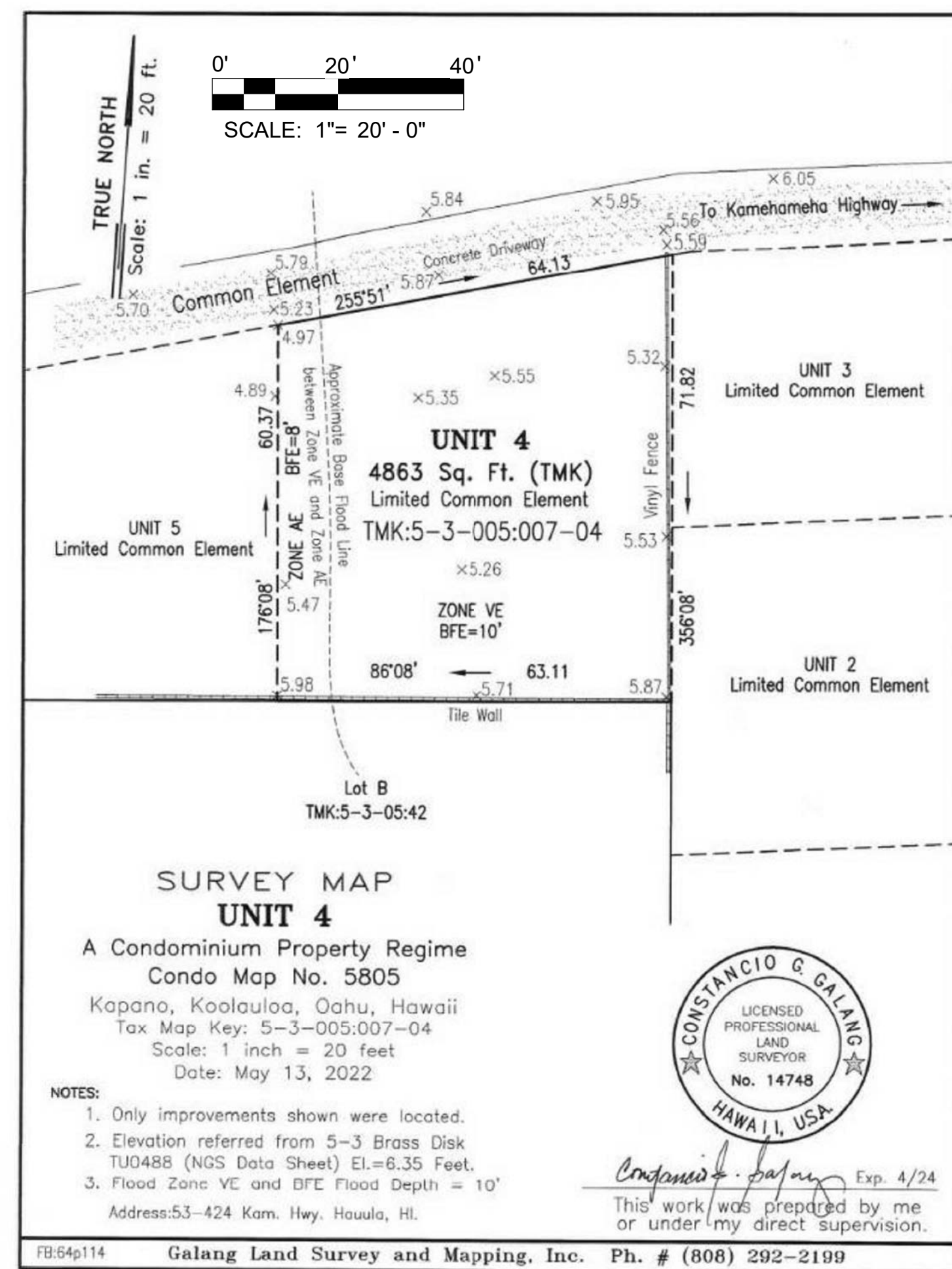


C:\Users\Kwek Cheng\Documents\My Projects\2022-Projects\New folder\53-424 Kam canopy.rvt 6/20/2022 6:20:42 PM





**ROOF AND ROOF DECK PLAN**  
1/8" = 1'-0"



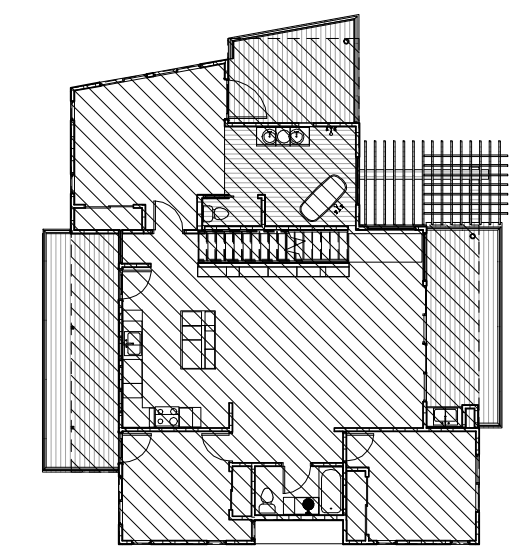
**SURVEY MAP**  
**UNIT 4**  
A Condominium Property Regime  
Condo Map No. 5805  
Kapana, Koolauloa, Oahu, Hawaii  
Tax Map Key: 5-3-005:007-04  
Scale: 1 inch = 20 feet  
Date: May 13, 2022

**NOTES:**  
1. Only improvements shown were located.  
2. Elevation referred from 5-3 Brass Disk TU0488 (NGS Data Sheet) EL=6.35 Feet.  
3. Flood Zone VE and DFE Flood Depth = 10'

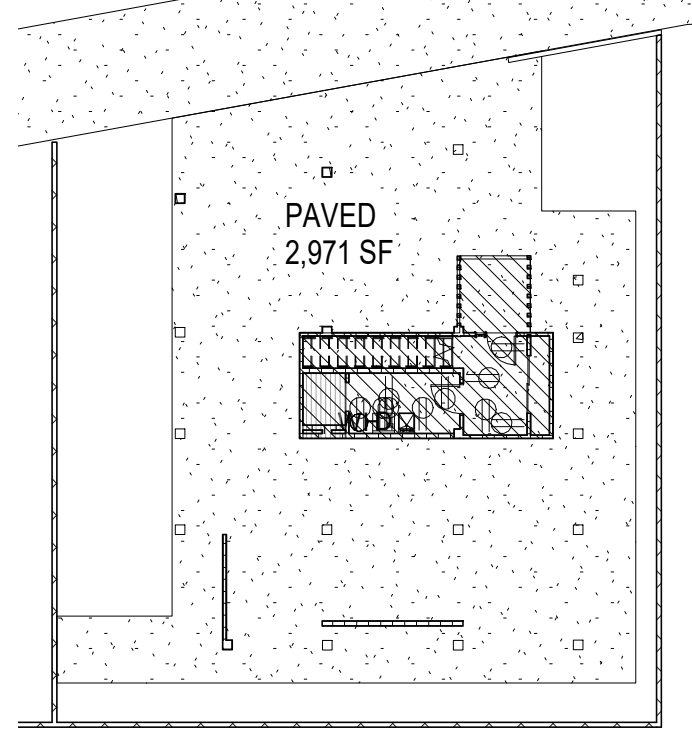
Address: 53-424 Kam. Hwy. Hauula, HI.  
This work was prepared by me or under my direct supervision.

CONSTANCIO G. GALANG  
LICENSED PROFESSIONAL LAND SURVEYOR  
No. 14748  
HAWAII, U.S.A.  
Exp. 4/24

Galang Land Survey and Mapping, Inc. Ph. # (808) 292-2199



**MAIN FLOOR AREA PLAN**  
1" = 20'-0"



**LOWER FLOOR AREA PLAN**  
1" = 20'-0"

INDEX TO DRAWINGS

|     |                     |
|-----|---------------------|
| A01 | TITLE SHEET         |
| A02 | PROJECT INFO, PLANS |
| A03 | ELEVATIONS, SECTION |

**PROJECT DATA**  
**PROJECT SCOPE:**  
CONSTRUCT NEW SINGLE FAMILY DWELLING

**ADDRESS:** 53-424 KAMEHAMEHA HIGHWAY #4

**LUO DATA:**  
TMK: 5-3-005:070 CPR LOT #4  
LOT AREA: 211,397 SF (LOT #4: 4,171 SF)  
ZONING: R-5/AG-2

**MAXIMUM BUILDING AREA ALLOWED(50%) LOT #4: 2,085.5 SF**

**BUILDING AREA:**  
SINGLE FAMILY DWELLING 2071.18 SF

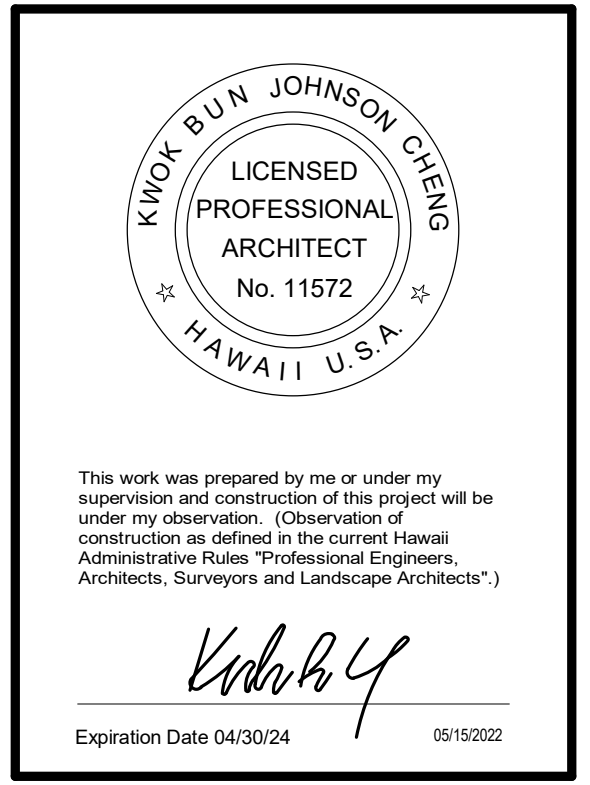
**FLOOR AREA:**  
SINGLE FAMILY DWELLING 350.00 SF (LOWER)  
1,874.73 SF (MAIN)  
TOTAL 2,124.73 SF 0.51 < 0.6 FAR

**NO ADDITIONAL REQUIREMENT PER BILL 57 / ORD 20-43.**

**BATHROOM COUNTS**  
SINGLE FAMILY DWELLING 2 BATH  
MAX ALLOW PER BILL 57 / ORD 20-43 4 BATH PER UNIT

**PARKING FOR 2,124.73 SF**  
PARKING PER BILL 2 / ORD 20-41

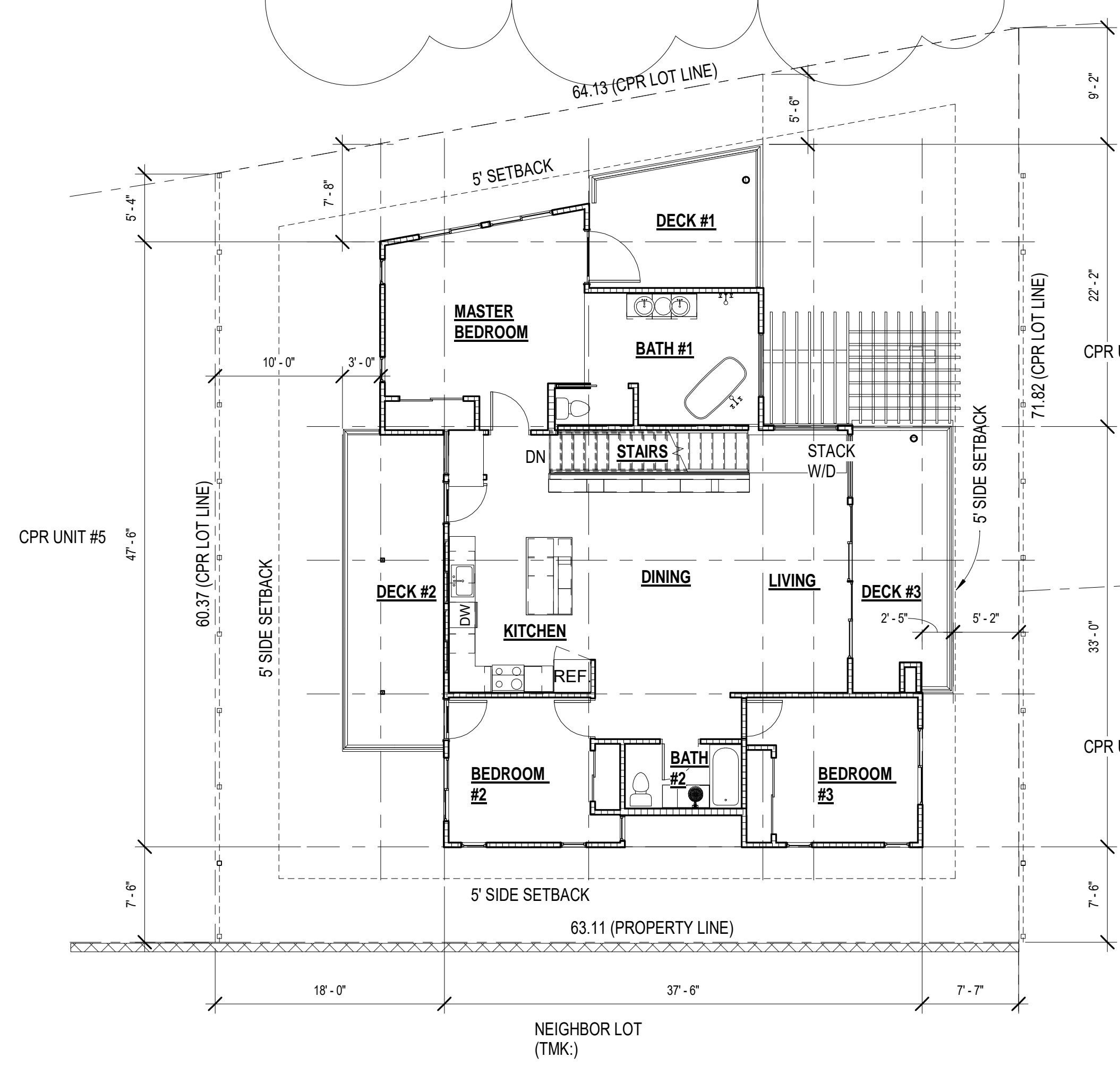
**PAVED AREA 2,971 SF (3,128 SF MAX=75% OF LOT SIZE)**



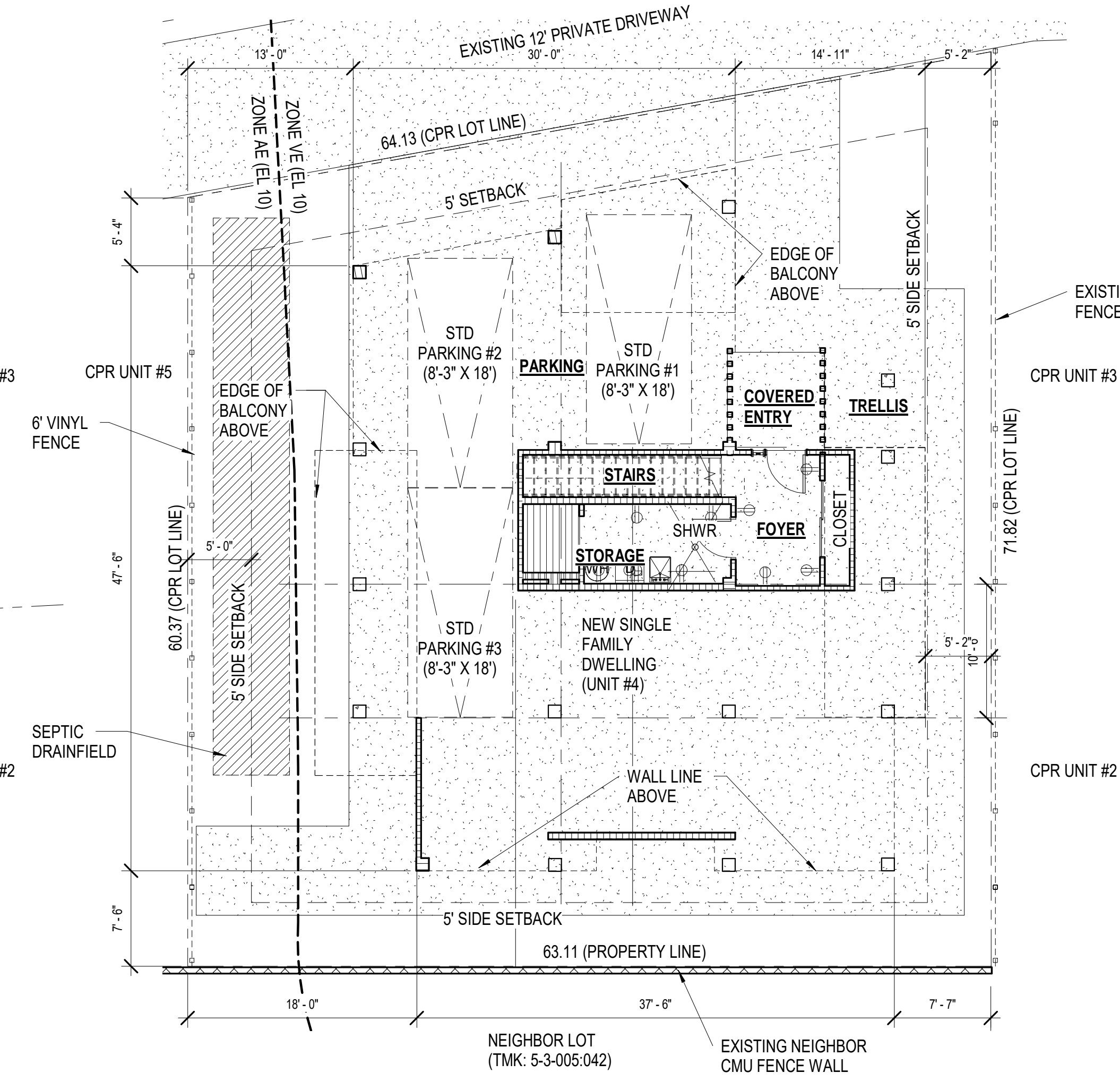
Contractor shall carefully verify all dimensions, materials, existing site conditions and field measurements, study and compare the construction documents and notify the Architect of any discrepancy, inconsistency or omission he may discover before proceeding with the work. Contractor shall be solely responsible for all construction means, methods, techniques, procedures and for the coordinating and the supervision of all construction work under the contract. All work shall be performed in conformance with all applicable provisions of the Uniform Building Code and all governmental regulations.

REVISION

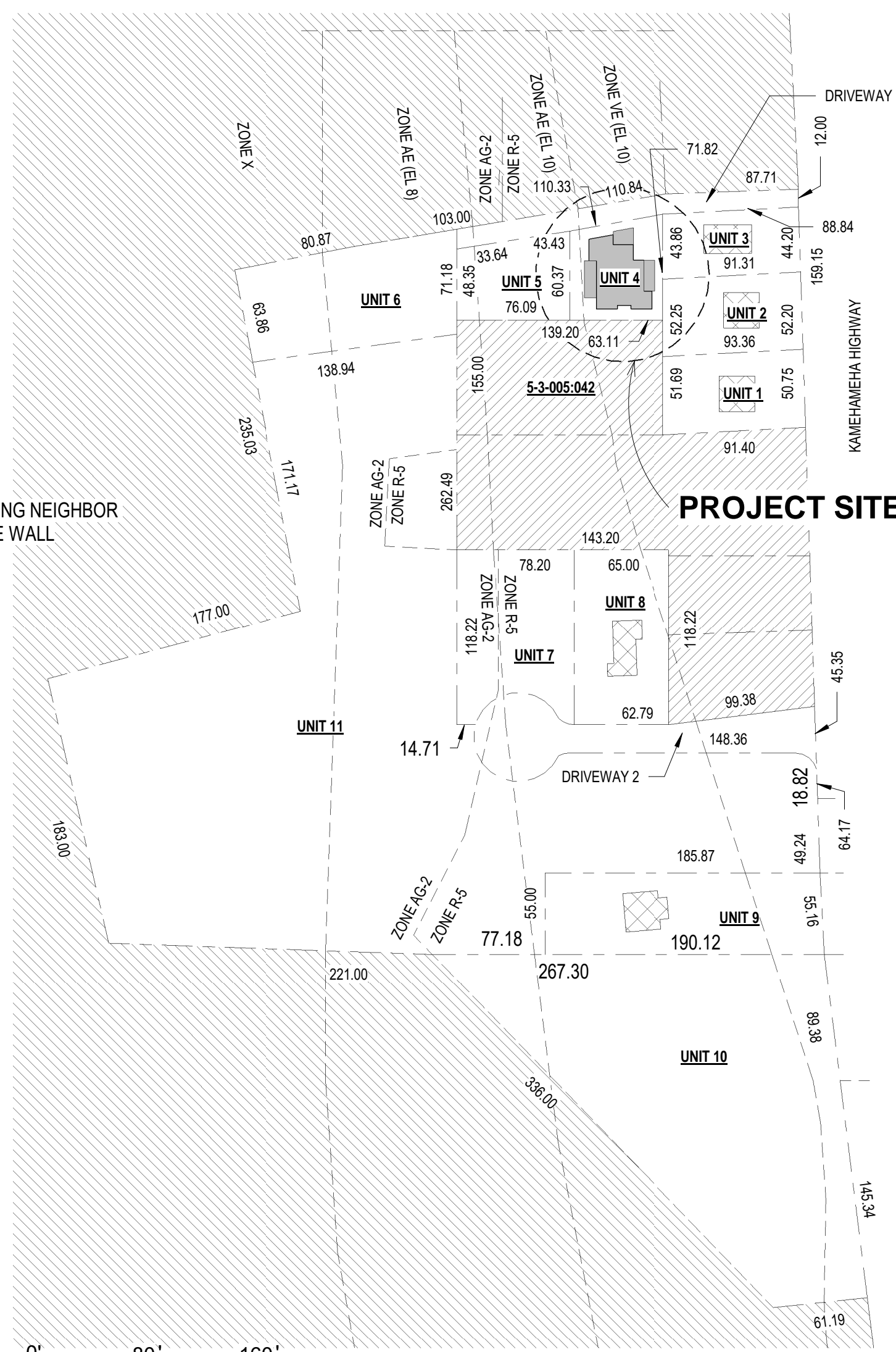
| REV | DATE       | DESCRIPTION |
|-----|------------|-------------|
| 1   | 06/20/2022 | SMA         |



**MAIN FLOOR SITE PLAN**  
1/8" = 1'-0"



**LOWER FLOOR SITE PLAN**  
1/8" = 1'-0"



**OVERALL SITE PLAN**  
1" = 80'-0"

PROPOSED DWELLING  
EXISTING HOUSE STRUCTURE  
NEIGHBORING LOTS

**KBJCHENG**  
Architecture and Planning

Project: NEW SINGLE FAMILY DWELLING  
53-424 KAMEHAMEHA HIGHWAY #4  
HAULUA, HAWAII 96717  
5-3-005:070

PROJECT INFO, PLANS

|             |            |
|-------------|------------|
| DATE        | 05/15/22   |
| JOB NO.     | 53-424 KAM |
| DRAWN BY    | JC         |
| DESIGNED BY | JC         |

SHEET NUMBER

**A02**

OF SHEETS

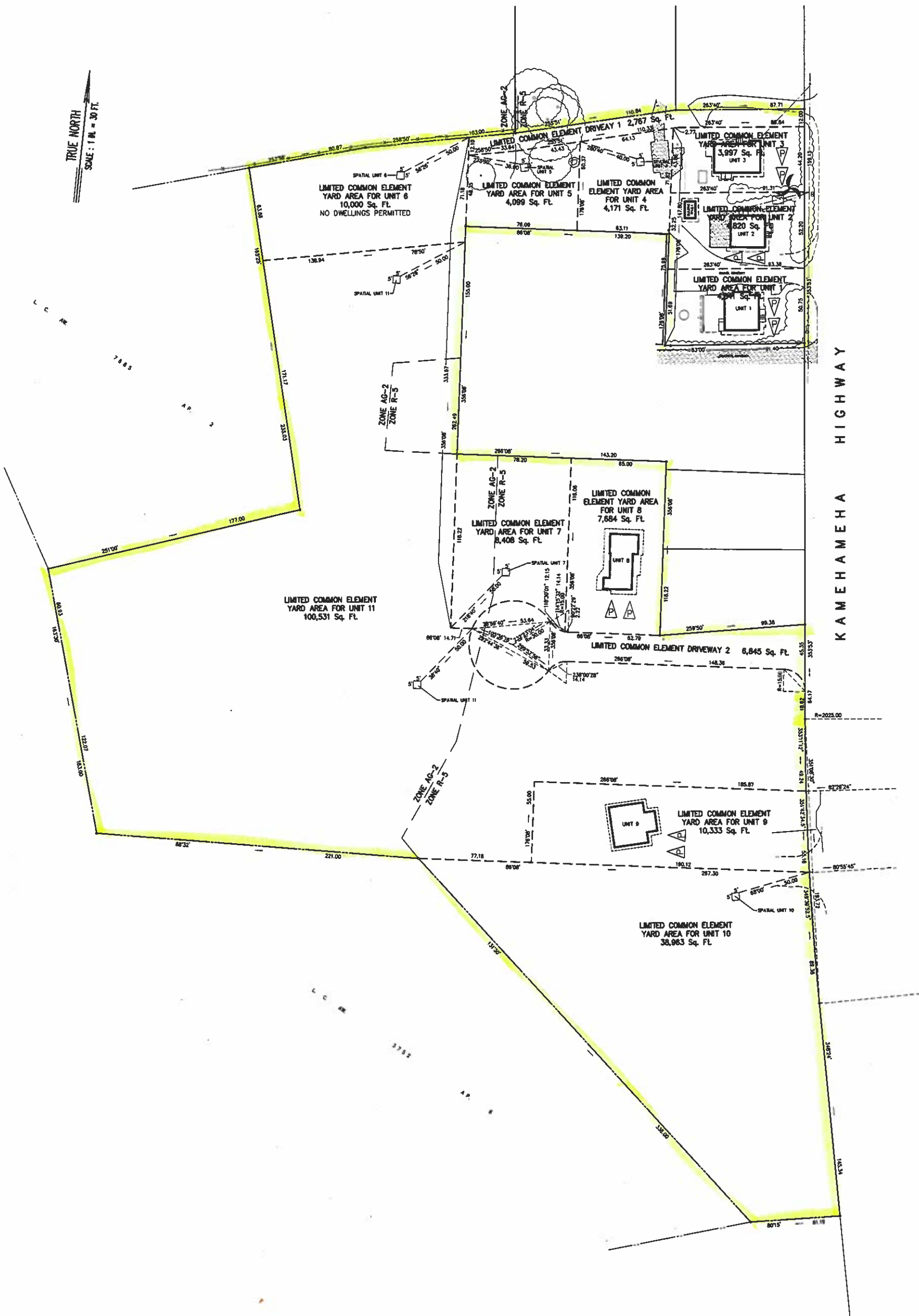


Kahena Wai Estates Condominium Project – Wetland Overlay with Site Walk Photos






TRUE NORTH  
SCALE: 1 IN. = 30 FT.



NOTES:

- 1) "UNITS 4 THROUGH 7, 10 AND 11" ARE NOT STRUCTURES BUT ARE A SPATIAL PORTION OF THE PROJECT CONSISTING OF A CUBE. SUCH MAY BE REPLACED BY A STRUCTURE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM.
- 2) DASHED LINES REPRESENT DIVISION OF LIMITED COMMON ELEMENT AREAS APPURTENANT TO THE UNITS AND DO NOT REPRESENT SUBDIVIDED LOTS.
- 3)  REPRESENTS AN 8' X 16' PARKING STALL.



P.O. BOX 3351 HONOLULU, HI 96801  
PH: (808) 536-2705 FX: (808) 599-0332



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION

*James R. Thompson*  
Exp. 04/30/18

"KAHENA WAI ESTATES"  
CONDOMINIUM PROJECT  
PORTION GRANT 879 TO L.S. UA  
AND R. P. 4939, L.C. AW. 3752  
AP. 2 TO UKEKE AND  
PORTION L.C. AW. 10185 AP. 3 TO MAKAI  
AT KAPANO, KOOLAULO, OAHU, HAWAII  
SCALE: 1 IN. = 30 FT.  
FEBRUARY 14, 2018 WALTER P. THOMPSON, INC.

# Pre-Consulting Comments and Resonances



Page Intentionally Left Blank

## Preconsulting Package and Request for Comments Sent to:

- Department of Planning and Permitting: [dpp@honolulu.gov](mailto:dpp@honolulu.gov)
- U.S. Army Corps of Engineers: [pod-pao@usace.army.mil](mailto:pod-pao@usace.army.mil)
- Department of Land and Natural Resources: [dlnr@hawaii.gov](mailto:dlnr@hawaii.gov)
  - DAR, BOC, ENG, DOGAW, Land OOCL, SHPD
- Department of Transportation: [dotpao@hawaii.gov](mailto:dotpao@hawaii.gov)
- Board of Water Supply: [contactus@hbws.org](mailto:contactus@hbws.org)
- General CCH for Distribution, Department of Customer Services: [csd@honolulu.gov](mailto:csd@honolulu.gov)
- Department of Health: [webmail@doh.hawaii.gov](mailto:webmail@doh.hawaii.gov)
- General State of Hawaii for distribution: [thestateofhi@gmail.com](mailto:thestateofhi@gmail.com)
- Punaluu Community Association and Koolauloa Neighborhood Board representatives: Lorraine Matagi ([matagisd4@gmail.com](mailto:matagisd4@gmail.com)) and Dotty Paddock ([dotty.kellypaddock@gmail.com](mailto:dotty.kellypaddock@gmail.com)) and Racine Hee ([punaluuassoc@gmail.com](mailto:punaluuassoc@gmail.com))

**KB Karl Bromwell** April 3, 2023 at 12:24 PM  
Preconsultation for SMA triggered EA in Hauula, HI  
To: [pod-pao@usace.army.mil](mailto:pod-pao@usace.army.mil), [dlnr@hawaii.gov](mailto:dlnr@hawaii.gov), [dotpao@hawaii.gov](mailto:dotpao@hawaii.gov), [contactus@hbws.org](mailto:contactus@hbws.org), [csd@honolulu.gov](mailto:csd@honolulu.gov), [webmail@doh.hawaii.gov](mailto:webmail@doh.hawaii.gov), [thestateofhi@gmail.com](mailto:thestateofhi@gmail.com), Cc: [dpp@honolulu.gov](mailto:dpp@honolulu.gov) [Details](#)

Aloha,  
The Kahena Was Estate Team would very much appreciate pre-consulting comments for the Proposed Action. I attached an informational package to assist with the process. Please route to appropriate DLNR Divisions for comment.

Proponent: Kahena Was Estates  
Approving Agency: DPP  
Stakeholder and/or Expert Agency or Public Groups: USACE-PAO, DLNR Divisions (DAR, BOC, ENG, DOFAW, LAND, OCCL, SHPD), USFWS, HDOH, Hawaii DOT-PAO, Honolulu BWS, General State of Hawaii and Honolulu City  
([i.e. thestateofhi@gmail.com](mailto:thestateofhi@gmail.com) and [cad@honolulu.gov](mailto:cad@honolulu.gov))



PreConLetter&Figures\_...70.pdf

Mahalo in advance for your timely response in this matter.

Sincerely,

Karl Bromwell  
Karl Bromwell, MPH, CISEC, REM, CEA, REPA  
SKS ENV - Island Resource Solutions  
Owner / Principal Environmental Health Professional,  
Scientist & Planner  
2019 Puuowaina Drive | Honolulu Hawaii, 96813  
808.542.4261 | [karlbromwell@gmail.com](mailto:karlbromwell@gmail.com)



**KB Karl Bromwell** April 6, 2023 at 3:43 PM  
Fwd: PreConsultation for SMA triggered EA in Hauula, HI  
2 recipients [Details](#)

Sent from my iPhone

Begin forwarded message:

From: Karl Bromwell <[karlbromwell.sksenv@gmail.com](mailto:karlbromwell.sksenv@gmail.com)>  
Date: April 3, 2023 at 12:24 PM HST  
To: [pod-pao@usace.army.mil](mailto:pod-pao@usace.army.mil), [dlnr@hawaii.gov](mailto:dlnr@hawaii.gov), [dotpao@hawaii.gov](mailto:dotpao@hawaii.gov), [contactus@hbws.org](mailto:contactus@hbws.org), [cad@honolulu.gov](mailto:cad@honolulu.gov), [webmail@doh.hawaii.gov](mailto:webmail@doh.hawaii.gov), [thestateofhi@gmail.com](mailto:thestateofhi@gmail.com)  
Cc: [dpp@honolulu.gov](mailto:dpp@honolulu.gov)  
Subject: PreConsultation for SMA triggered EA in Hauula, HI

Aloha,  
The Kahena Was Estate Team would very much appreciate pre-consulting comments for the Proposed Action. I attached an informational package to assist with the process. Please route to appropriate DLNR Divisions for comment.

Proponent: Kahena Was Estates  
Approving Agency: DPP  
Stakeholder and/or Expert Agency or Public Groups: USACE-PAO, DLNR Divisions (DAR, BOC, ENG, DOFAW, LAND, OCCL, SHPD), USFWS, HDOH, Hawaii DOT-PAO, Honolulu BWS, General State of Hawaii and Honolulu City and County of Honolulu  
([i.e. thestateofhi@gmail.com](mailto:thestateofhi@gmail.com) and [cad@honolulu.gov](mailto:cad@honolulu.gov))



PreConLetter&Figures\_...70.pdf

Mahalo in advance for your timely response in this matter.

Sincerely,

Karl Bromwell  
Karl Bromwell, MPH, CISEC, REM, CEA, REPA  
SKS ENV - Island Resource Solutions  
Owner / Principal Environmental Health Professional,  
Scientist & Planner  
2019 Puuowaina Drive | Honolulu Hawaii, 96813  
808.542.4261 | [karlbromwell@gmail.com](mailto:karlbromwell@gmail.com)



**KB Karl Bromwell** April 6, 2023 at 3:50 PM  
Fwd: PreConsultation for SMA triggered EA in Hauula, HI  
2 recipients [Details](#)

Aloha Kelly,

Please see attached for pre-consulting comments. We would love to hear from the Hauula Community Association and any concerns you may have for the proposed project.

From: Karl Bromwell <[karlbromwell.sksenv@gmail.com](mailto:karlbromwell.sksenv@gmail.com)>  
Date: April 3, 2023 at 12:24 PM HST  
To: [pod-pao@usace.army.mil](mailto:pod-pao@usace.army.mil), [dlnr@hawaii.gov](mailto:dlnr@hawaii.gov), [dotpao@hawaii.gov](mailto:dotpao@hawaii.gov), [contactus@hbws.org](mailto:contactus@hbws.org), [cad@honolulu.gov](mailto:cad@honolulu.gov), [webmail@doh.hawaii.gov](mailto:webmail@doh.hawaii.gov), [thestateofhi@gmail.com](mailto:thestateofhi@gmail.com)  
Cc: [dpp@honolulu.gov](mailto:dpp@honolulu.gov)  
Subject: PreConsultation for SMA triggered EA in Hauula, HI

Aloha,  
The Kahena Was Estate Team would very much appreciate pre-consulting comments for the Proposed Action. I attached an informational package to assist with the process. Please route to appropriate DLNR Divisions for comment.

Proponent: Kahena Was Estates  
Approving Agency: DPP  
Stakeholder and/or Expert Agency or Public Groups: USACE-PAO, DLNR Divisions (DAR, BOC, ENG, DOFAW, LAND, OCCL, SHPD), USFWS, HDOH, Hawaii DOT-PAO, Honolulu BWS, General State of Hawaii and Honolulu City and County of Honolulu  
([i.e. thestateofhi@gmail.com](mailto:thestateofhi@gmail.com) and [cad@honolulu.gov](mailto:cad@honolulu.gov))



PreConLetter&Figures\_...70.pdf

Mahalo in advance for your timely response in this matter.

Sincerely,

Karl Bromwell  
Karl Bromwell, MPH, CISEC, REM, CEA, REPA  
SKS ENV - Island Resource Solutions  
Owner / Principal Environmental Health Professional,  
Scientist & Planner  
2019 Puuowaina Drive | Honolulu Hawaii, 96813  
808.542.4261 | [karlbromwell@gmail.com](mailto:karlbromwell@gmail.com)





Aloha Karl:

It was a pleasure to talk to you this morning. Your patience and understanding as we discussed some of the concerns and questions Punalu'u Community members have regarding Kahena Wai Estates' proposed Punalu'u project was much appreciated. I again suggest you watch the YouTube video to more fully understand some of our concerns about the scope of the proposal and the real intent of at least one of the principals.

As I mentioned, if, indeed, Kahena Wai LLC is saying nothing will be done with the AG (wetlands) area, wouldn't the current proposal(s) need to be revised to include only the current residential owners? Even the proposed "new dwelling units" are of concern.

I've copied Mr. Irei to this e-mail in an effort to try to avoid any miscommunication and to, hopefully, give everyone an idea of some of our community's concerns. I will tell you that many in Hau'ula share our same concerns about this proposed project.

Mahalo nui again for your response. I look forward to further communication as we all work in the best interest of the aina and our communities.

Lorraine

---

  **Karl Bromwell** May 23, 2023 at 7:07 AM  
Re: Kahena Wai Estates LLC, proposed Punalu'u project [Details](#)  
To: Lorraine Matagi, Cc: Lorraine Matagi, Bcc: Karl Bromwell

---

Aloha Lorraine,

Although I would like to talk with you, and will give you a call to schedule, an important step in the HEPA EA process is receiving written comments, so I can be sure to include them in the EA and have the proponent for the Proposed Action address them accordingly.

What day and time work for a call?

Mahalo, Karl Bromwell

Sent from my iPhone

---

 **Lorraine Matagi** May 22, 2023 at 1:06 PM  
Kahena Wai Estates LLC, proposed Punalu'u project [Details](#)  
To: karlbromwell.5ksenv@gmail.com, Cc: Lorraine Matagi

---

 **Siri Found a Contact** [Add](#)   
Lorraine Matagi  
matagisd4@gmail.com

---

Aloha Mr. Bromwell,

I am Lorraine Azain Matagi, the current representative for the Punalu'u Community Association on the Ko'olaupua Neighborhood Board. I have been asked to take the lead in corresponding with you regarding the Pre-Consultation for SMA triggered EA for the Kahena Wai Estates proposed project located in the Ko'olaupua subdistrict of Punalu'u. While the addresses of 53-428 to 53-458 Kamehameha Highway share the Hau'ula zip code, they are actually located in Punalu'u. Thus Ms Doty Kelly-Paddock of Hau'ula Community Association forwarded your correspondence to us.

PCA has been dealing with Mr. Roy Irei of Hawaii Engineering Group, Inc. on this proposed project, however, because Mr. Irei's scope of knowledge of the entire proposed project was limited, and the proposed project involves not just R-5 lands but also precious AG-2 lands, the community has requested that a representative of Kahena Wai LLC be present at the next PCA meeting on July 11, 2023 to respond to our community's valid concerns.

I would like to talk to you personally as our community diligently tries to ensure we are not missing any step in the processes you are taking regarding this project.

Mahalo nui loa for your attention to this important matter. I look forward to hearing from you.

Lorraine Azain Matagi  
(808) 391-0063

Get [Outlook for iOS](#)

# BOARD OF WATER SUPPLY

CITY AND COUNTY OF HONOLULU  
630 SOUTH BERETANIA STREET  
HONOLULU, HI 96843  
www.boardofwatersupply.com



April 18, 2023

RICK BLANGIARDI, MAYOR

BRYAN P. ANDAYA, Chair  
KAPUA SPROAT, Vice Chair  
MAX J. SWORD  
NA'ALEHU ANTHONY  
JONATHAN KANESHIRO

DAWN B. SZEWCZYK, P.E., Ex-Officio  
EDWIN H. SNIFFEN, Ex-Officio

ERNEST Y. W. LAU, P.E.  
Manager and Chief Engineer

ERWIN M. KAWATA  
Deputy Manager

Mr. Karl Bromwell  
5Ks ENV – Island Resource Solutions LLC  
2019 Puowaina Drive  
Honolulu, Hawaii 96813

Dear Mr. Bromwell:

Subject: Your Letter Dated March 29, 2023 Requesting Comments on the Early Consultation for the Proposed New Single-Family Dwelling at 53-452 Kamehameha Highway – Tax Map Key: 5-3-005: 070

Thank you for your letter regarding the proposed single-family dwelling.

The existing water system is adequate to accommodate the proposed development. However, please be advised that this information is based upon current data, and therefore, the Board of Water Supply reserves the right to change any position or information stated herein up until the final approval of the building permit application. The final decision on the availability of water will be confirmed when the building permit application is submitted for approval.

When water is made available, the applicant will be required to pay our Water System Facilities Charges for resource development, transmission and daily storage.

Water conservation measures are required for all proposed developments. These measures include utilization of nonpotable water for irrigation using gray water, rain catchment, drought tolerant plants, xeriscape landscaping, efficient irrigation systems, such as a drip system and moisture sensors, and the use of Water Sense labeled ultra-low flow water fixtures and toilets.

The on-site fire protection requirements should be coordinated with the Fire Prevention Bureau of the Honolulu Fire Department.

If you have any questions, please contact Robert Chun, Project Review Branch of our Water Resources Division at (808) 748-5443.

Very truly yours,



ERNEST Y. W. LAU, P.E.  
Manager and Chief Engineer







5Ks ENV – Island Resource Solutions LLC  
2019 Puowaina Drive  
Honolulu Hawaii, 96813  
[KarlBromwell.5KsENV@gmail.com](mailto:KarlBromwell.5KsENV@gmail.com)

June23, 2023

Mr. Ernest Y. W. Lau, P.E.  
Manager and Chief Engineer  
City and County of Honolulu  
Board of Water Supply

Dr. Mr. Lau:

Subject: Response to 5Ks ENV letter dated March 29, 2023, Requesting Comments on the Early Consultation Package for the Proposed New Single-Family Dwelling at 53-452 Kamehameha Highway – TMK: 5-3-005: 070.

Thank you, your early coordination for the Proposed Project is appreciated.

We acknowledge that the City and County (CCH) Board of Water Supply (BWS) identifies that the existing water system is adequate to accommodate the proposed development and that the information provided is based on current data, which may change until final approval of the building applications and that the final decision on the availability of water will be confirmed for each building permit application submitted. We also acknowledge that BWS Water System Facilities Charges are required will be required by the applicant, for resource development, transmission and daily water storage. The current and future-owner occupants will prepare permit applications in accordance with all applicable requirements for proposed developments.

The required water conservation measures identified in the BWS letter and one-site fire protection requirements, to be coordinated with the Fire Prevention Bureau of the Honolulu Fire Department, will be included in the Draft EA.

Sincerely,

A handwritten signature in blue ink that reads "Karl B. Bromwell". The signature is fluid and cursive, with a large initial "K" and "B".

Karl B. Bromwell, MPH  
Manager and Principal Planner, Scientist

DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
PHONE: (808) 768-8000 • FAX: (808) 768-8041  
DEPT. WEB SITE: [www.honolulu.gov/dpp](http://www.honolulu.gov/dpp)



RICK BLANGIARDI  
MAYOR

DAWN TAKEUCHI APUNA  
DIRECTOR

JIRO A. SUMADA  
DEPUTY DIRECTOR

May 5, 2023

2023/ELOG-732 (MAK)

Mr. Karl Bromwell  
5Ks ENV  
2019 Puowaina Drive  
Honolulu, Hawaii 96813

Dear Mr. Bromwell:

SUBJECT: Pre-Consultation - Environmental Assessment (EA)  
53-428 to 53-458 Kamehameha Highway - Hauula  
Tax Map Key 5-3-005: 070

This is in response to your letter, received February 6, 2023, requesting comments on the scope and content to be addressed in a Draft Environmental Assessment (DEA), as required under Chapter 343, Hawaii Revised Statutes (HRS). According to your letter, the proposal involves the initial construction of a new single-family dwelling and the 10-year development plan for the entire site that is within the Special Management Area (SMA). We understand the 10-year development plan includes a total of six new dwellings and a new "park." The Department of Planning and Permitting (DPP) has the following comments that should be addressed in the DEA.

1. Long-Term Planning Policies and Objectives: The DEA should address the proposed Project's consistency with the relevant policies of the General Plan and the Koolauloa Sustainable Communities Plan.
2. Land Use Ordinance (LUO), Chapter 21, Revised Ordinances of Honolulu (ROH): Based on a review of our records, the Project site is a split-zoned between the R-5 Residential District (approximately 120,357 sq. ft.) and AG-2 General Agricultural District (approximately 91,040 sq. ft.). Therefore, proposed development activities must comply with the development standards applicable to the R-10 Residential District and the AG-2 General Agricultural District. Project compliance with these standards should be presented and evaluated in the DEA. The LUO is available on our website at:

[www.honolulu.gov/dpp/resources](http://www.honolulu.gov/dpp/resources)



We have received public concerns that the “park” will involve providing overnight camping accommodations to those visiting. Please ensure that any proposed uses are discussed in detailed in the DEA, so that they can be fully evaluated.

3. Onsite Structures: The DEA should describe all existing structures on the site, including residences, garages, swimming pools, lanais, pavements, fences, stairways, shoreline hardening structures, etc. If any existing structures are proposed to remain in place, the DEA should describe the structures, show where they are located, whether they were lawfully established (permitted), and whether they are located within any required setback areas. Such structures should be included in the DEA’s analysis of compliance with the applicable development standards in the LUO.

The prepared Project includes the construction of more than three single-family residences on the same zoning lot within the SMA, and therefore is considered a larger development under Chapter 25, ROH. Therefore, the DEA should include in it’s analysis all of the required components for an SMA Use Permit under both Chapter 205A, HRS and Chapter 25, ROH.

4. Other Permits and Approvals: The DEA should include a discussion of any other discretionary permits and approvals that the proposed project will require prior to the Project’s implementation.
5. Flood Zone: The DEA should identify the subject property’s Flood Zone as mapped by the Federal Emergency Management Agency, and evaluate the proposed Project’s compliance with the City’s Flood Hazard Areas Ordinance (Chapter 21A, ROH), which is available on our website.
6. Coastal Hazards: The Project site is susceptible to Sea Level Rise (SLR), tsunamis, and storm surges. Mayor’s Directive 18-2, issued on July 16, 2018, requires all City departments and agencies to use the SLR Guidance and the Hawaii SLR Vulnerability and Adaptation Report in planning decisions. The recent amendments to Chapter 205A, HRS, under Act 16 (2020), reiterate the need to evaluate potential impacts related to coastal hazards and SLR. As such, the following items need to be evaluated in a site-specific Coastal Hazards Study and analyzed in both the DEA and SMA Use Permit application prepared for the Project. This study should include analysis of potential impacts and mitigation measures associated with implementation of the Project related to, but not limited to, the following:
  - SLR - Potential impacts relating to SLR at the subject property, based on review of the State’s SLR Exposure Area (SLR-XA) Mapping Tool, of 0.5 feet in the near term, and 3.2 feet of SLR by as soon as the year 2100.

- Storm Surge - Potential impacts and hurricane storm surge inundation levels at the subject property during Category 1 through 4 hurricane events, based on review of the National Oceanic and Atmospheric Administration's (NOAA) National Hurricane Storm Surge Hazard Maps.
- Potential cumulative impacts of coastal hazards and property inundation should SLR exacerbate existing flooding, coastal erosion, wave-action, or other coastal hazards that may occur at the subject property.

The DEA should also explore Project alternatives, site design (siting the proposed dwelling as far from the shoreline as possible), Project design features, Best Management Practices, and appropriate mitigation measures to reduce potential impacts related to coastal hazards to the extent possible. Relevant sources of information are available online at the following links:

- Mayor's Directive No. 18-2 (2018) regarding climate change and SLR:  
[www.honolulu.gov/rep/site/dppto/climate\\_docs/MAYORS\\_DIRECTIVE\\_18-2.pdf](http://www.honolulu.gov/rep/site/dppto/climate_docs/MAYORS_DIRECTIVE_18-2.pdf)
  - Vulnerability Report:  
[http://climate.hawaii.gov/wp-content/uploads/2019/02/SLR-Report\\_Dec2017-with-updated-disclaimer.pdf](http://climate.hawaii.gov/wp-content/uploads/2019/02/SLR-Report_Dec2017-with-updated-disclaimer.pdf)
  - Hawaii SLR-XA Mapping Tool:  
[www.pacioos.hawaii.edu/shoreline/slr-hawaii/](http://www.pacioos.hawaii.edu/shoreline/slr-hawaii/)
  - NOAA SLR Mapping Tool:  
<https://coast.noaa.gov/slr/>
  - Honolulu Office of Climate Change, Sustainability and Resiliency Climate Ready Oahu Web Explorer:  
[www.resilientoahu.org/water](http://www.resilientoahu.org/water)
  - Storm Surge:  
<https://www.nhc.noaa.gov/nationalsurge/>
7. Pre-DEA Consultations: Pursuant to Section 11-200.1-18, Hawaii Administrative Rules, Applicants are required to seek early consultation from the DPP, as well as

Mr. Karl Bromwell  
May 5, 2023  
Page 4

“other agencies having jurisdiction or expertise as well as those citizen groups and individuals that the proposing or approving agency reasonably believes may be affected.” Pre-EA requests for consultation should be conducted prior to compilation of a DEA, and changes to the Project resulting from such consultation should be incorporated into the DEA prior to submittal to the DPP.

Should you have any questions, please contact Michael Kat, of our Zoning Regulations and Permits Branch, at (808) 768-8013 or via email at michael.kat@honolulu.gov.

Very truly yours,



FOR Dawn Takeuchi Apuna  
Director





June23, 2023

Ms. Dawn Takeuchi Apuna , Director  
 City and County of Honolulu  
 Department of Planning and Permitting

Cc: Mr. Jiro A. Sumada, Deputy Director  
 Mr. Michael Kat, Zoning and Regulations and Permits Branch

Dear Ms. Takeuchi Apuna:

Subject: Response to 5Ks ENV letter dated March 29, 2023, Requesting Comments on the Early Consultation Package for the Proposed New Single-Family Dwelling at 53-452 Kamehameha Highway – Hauula  
 TMK: 5-3-005: 070.

Thank you, your early coordination for the Proposed Project is appreciated.

The proponent has revised the Proposed Project and 10-year plan (see Table) to include three (3) new dwellings (Unit 4, 5, and 7), units 6 and 9 have no plans. In addition, units 10 and 11, which includes the AG-2 General Agricultural District zoning, will remain vacant with no development (i.e., no dwellings or park).

We acknowledge the City and County of Honolulu (CCH) Planning and Permitting (DPP), seven (7) comment items.

Please find our initial responses below, with those requiring more detail included in the Draft EA.

1. The DEA will address the Proposed Action’s consistency with the relevant policies of the General Plan (GP) and the Koolauloa Sustainable Communities Plan (KSCP)

| Unit | Lot Size |    | Living Area |    | Status   | Owner Name | Lot Status            |
|------|----------|----|-------------|----|----------|------------|-----------------------|
| 1    | 4841     | SF | 360         | SF | existing | Harding    | Owner Occupied        |
| 2    | 4820     | SF | 550         | SF | existing | Miramontes | Owner Occupied        |
| 3    | 3997     | SF | 678         | SF | existing | Haines     | Owner Occupied        |
| 4    | 4171     | SF | 2071        | SF | proposed | Brahmbhatt | Future Owner Occupant |
| 5    | 4099     | SF | 550         | SF | proposed | Nicholson  | Future Owner Occupant |
| 6    | 10000    | SF |             |    |          | Clark      | No plans              |
| 7    | 8408     | SF | 678         | SF | proposed | Wang       | Future Owner Occupant |
| 8    | 7684     | SF | 738         | SF | existing | Oba        | Owner Occupied        |
| 9    | 10333    | SF |             |    | proposed | Kahena Wai | Future Owner Occupant |
| 10   | 38963    | SF |             |    |          | Kahena Wai | No plans              |
| 11   | 100531   | SF |             |    |          | Kahena Wai | No plans              |

2. The DEA will identify Proposed Action compliance with standards presented in the Land Use Ordinance (LUO) Chapter 21, Revised Ordinances of Honolulu (ROH) for the R-5 Residential District properties (~120,357 SF). There is no planned development of the AG-2 General Agricultural District portion of the lots, which as identified is split-zoned between R-5 and AG-2 and total ~91,040 SF.

We acknowledge and thank you for passing on public concerns received. These comments and concerns have also been brought forward in recent public outreach meetings performed as part of the project, which was the catalyst for the proponent changing the Proposed Action to eliminate the “park” and omit development within the AG-2 zoned areas.

3. Acknowledged, the DEA will describe the existing “Onsite Structures” as provided in DPP’s comment No. 3 and will be assessed against the applicable development standards in the LUO.
4. Acknowledged, the DEA will identify permits and approvals that are required by implementation of the Proposed Actions.
5. Acknowledged, the DEA will identify Flood Zone mapping as identified by the Federal Management Agency, and CCH’s Flood Hazard Areas Ordinance (Chapter 21A, ROH).
6. Acknowledged, coastal hazards will be identified and assessed, performing a site-specific sea level rise (SLR), tsunamis, and storm surge study per the 16JULY2018 Mayor’s directive and recent Chapter 205A, HRS amendments under Act 16 (2020). The study will include analysis of potential impacts and mitigation measures for the Proposed Action, including but not limited to the following: SLR based on the State’s SLR Exposure Areas (SLR-XA) Mapping Tool, of 0.5 feet in the near term, and 3.2 feet of SLR by as soon as the year 2100; storm surge and hurricane (level 1 – 4) surge inundation levels per National Oceanic and Atmospheric Administration’s (NOAA) National Hurricane Storm Surge Hazard Maps; and assessment of potential cumulative impacts of coastal hazards and inundation affecting the property, should SLR exacerbate existing conditions.

Sincerely,

Karl B. Bromwell, MPH  
Manager and Principal Planner, Scientist

# USFWS

Thank you for contacting the U.S. Fish & Wildlife Service.

The “**contact us**” link at the bottom of our website is visible on all pages and is connected to a [general mailbox](#) for the entire Service. Your closest Ecological Services Field Office or Fish and Wildlife Conservation Office will be able to provide insight into such things as endangered species on or near your property and the protections in place for wildlife, property development and the requirements for individuals and development companies, and permitting for special projects. You may find all the offices within any given state by navigating to our website and scrolling to "Visit Us." You can pull up a list by choosing a facility (Conservation Office) and your state from the drop-down. Choose the facility closest to your location or the location in question.

Regards,  
Headquarters, U.S. Fish and Wildlife Service

---

**From:** Karl Bromwell <[usfws@fws.gov](mailto:usfws@fws.gov)>  
**Sent:** Sunday, April 2, 2023 6:04 PM  
**To:** Contact3, FWHQ <[Contact3@fws.gov](mailto:Contact3@fws.gov)>  
**Subject:** Pre-consulting for an SMA Triggered EA in Haul

## U.S. FISH & WILDLIFE SERVICE

**This email has been generated by the "send a message" contact form on your [FWS.gov](#) profile.**

Submitted on Sun, 04/02/2023 - 22:04

**Name Provided:**

Karl Bromwell

**Email Provided:**

[karlbromwell@gmail.com](mailto:karlbromwell@gmail.com)

**Subject**

Pre-consulting for an SMA Triggered EA in Haul

**Message**

Can you provide an e-mail address to received pre-consulting comments for our Proposed Action

**Http Referer**



<https://www.fws.gov/refuge/oahu-forest/visit-us/locations/oahu-forest-national-wildlife-refuge>

Submitted from <https://www.fws.gov/contact-us>

*Working with others to conserve, protect and enhance fish, wildlife, plants and their habitats for the continuing benefit of the American people.*

[fws.gov](https://www.fws.gov)



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Pacific Islands Fish and Wildlife Office  
300 Ala Moana Boulevard, Room 3-122  
Honolulu, Hawai'i 96850

In Reply Refer To:  
01EPIF00-2019-TA-0100

December 14, 2018

Ms. Kathy K. Sokugawa, Acting Director  
Department of Planning and Permitting  
City and County of Honolulu  
650 South King Street, 7th Floor  
Honolulu, Hawai'i 96813

Subject: Response to your Request for Technical Assistance

Dear Ms. Sokugawa,

Thank you for your recent correspondence requesting technical assistance on species biology, habitat, or life requisite requirements. The Pacific Islands Fish and Wildlife Office (PIFWO) of the U.S. Fish and Wildlife Service (Service) appreciates your efforts to avoid or minimize effects to protected species associated with your proposed actions. We provide the following information for your consideration under the authorities of the Endangered Species Act (ESA) of 1973 (16 U.S.C. 1531 *et seq.*), as amended.

Due to significant workload constraints, PIFWO is currently unable to specifically address your information request. The table below lists the protected species most likely to be encountered by projects implemented within the Hawaiian Islands. Based on your project location and description, we have noted the species most likely to occur within the vicinity of the project area, in the '**Occurs In or Near Project Area**' column. Please note this list is not comprehensive and should only be used for general guidance. We have added to the PIFWO website, located at <https://www.fws.gov/pacificislands/promo.cfm?id=177175840> recommended conservation measures intended to avoid or minimize adverse effects to these federally protected species and best management practices to minimize and avoid sedimentation and erosion impacts to water quality.

If you are representing a federal action agency, please use the official species list on our web-site for your section 7 consultation. You can find out if your project occurs in or near designated critical habitat here: <https://ecos.fws.gov/ipac/>.

Under section 7 of the ESA, it is the Federal agency's (or their non-Federal designee) responsibility to make the determination of whether or not the proposed project "may affect" federally listed species or designated critical habitat. A "may affect, not likely to adversely affect" determination is appropriate when effects to federally listed species are expected to be discountable (*i.e.*, unlikely to occur), insignificant (minimal in size), or completely beneficial.

This conclusion requires written concurrence from the Service. If a “may affect, likely to adversely affect” determination is made, then the Federal agency must initiate formal consultation with the Service. Projects that are determined to have “no effect” on federally listed species and/or critical habitat do not require additional coordination or consultation.

Implementing the avoidance, minimization, or conservation measures for the species that may occur in your project area will normally enable you to make a “may affect, not likely to adversely affect” determination for your project. If it is determined that the proposed project may affect federally listed species, we recommend you contact our office early in the planning process so that we may assist you with the ESA compliance. If the proposed project is funded, authorized, or permitted by a Federal agency, then that agency should consult with us pursuant to section 7(a)(2) of the ESA. If no Federal agency is involved with the proposed project, the applicant should apply for an incidental take permit under section 10(a)(1)(B) of the ESA. A section 10 permit application must include a habitat conservation plan that identifies the effects of the action on listed species and their habitats, and defines measures to minimize and mitigate those adverse effects.

We appreciate your efforts to conserve endangered species. We regret that we cannot provide you with more specific protected species information for your project site. If you have questions that are not answered by the information on our website, you can contact PIFWO at (808) 792-9400 and ask to speak to the lead biologist for the island where your project is located.

Sincerely,

Island Team Manager  
Pacific islands Fish and Wildlife Office



The table below lists the protected species most likely to be encountered by projects implemented within the Hawaiian Islands. For your guidance, we've marked species that may occur in the vicinity of your project, this list is not comprehensive and should only be used for general guidance.

| <u>Scientific Name</u>                    | <u>Common Name /<br/>Hawaiian Name</u>               | <u>Federal<br/>Status</u> | <u>May Occur<br/>In Project<br/>Area</u> |
|-------------------------------------------|------------------------------------------------------|---------------------------|------------------------------------------|
| <b>Mammals</b>                            |                                                      |                           |                                          |
| <i>Lasiurus cinereus semotus</i>          | Hawaiian hoary bat/<br>'ōpe'ape'a                    | E                         | <input checked="" type="checkbox"/>      |
| <b>Reptiles</b>                           |                                                      |                           |                                          |
| <i>Chelonia mydas</i>                     | Green sea turtle/honu<br>- Central North Pacific DPS | T                         | <input checked="" type="checkbox"/>      |
| <i>Erectmochelys imbricata</i>            | Hawksbill sea turtle/<br>Honu 'ea                    | E                         | <input type="checkbox"/>                 |
| <b>Birds</b>                              |                                                      |                           |                                          |
| <i>Anas wyvilliana</i>                    | Hawaiian duck/<br>koloa                              | E                         | <input type="checkbox"/>                 |
| <i>Branta sandvicensis</i>                | Hawaiian goose/<br>nēnē                              | E                         | <input type="checkbox"/>                 |
| <i>Fulica alai</i>                        | Hawaiian coot/<br>'alae kea                          | E                         | <input type="checkbox"/>                 |
| <i>Gallinula galeata<br/>sandvicensis</i> | Hawaiian gallinule/<br>'alae 'ula                    | E                         | <input type="checkbox"/>                 |
| <i>Himantopus mexicanus<br/>knudseni</i>  | Hawaiian stilt/<br>Ae'o                              | E                         | <input type="checkbox"/>                 |
| <i>Oceanodroma castro</i>                 | Band-rumped storm-petrel/<br>'akē'akē                | E                         | <input checked="" type="checkbox"/>      |
| <i>Pterodroma sandwichensis</i>           | Hawaiian petrel/ 'ua'u                               | E                         | <input checked="" type="checkbox"/>      |
| <i>Puffinus auricularis newelli</i>       | Newell's shearwater/<br>'a'o                         | T                         | <input checked="" type="checkbox"/>      |
| <i>Ardenna pacificus</i>                  | Wedge-tailed Shearwater/<br>'ua'u kani               | MBTA                      | <input type="checkbox"/>                 |
| <i>Gygis alba</i>                         | White Tern/<br>manu-o-kū                             | MBTA                      | <input type="checkbox"/>                 |
| <i>Buteo solitarius</i>                   | Hawaiian hawk/<br>'io                                | E                         | <input type="checkbox"/>                 |
| <b>Insects</b>                            |                                                      |                           |                                          |
| <i>Manduca blackburni</i>                 | Blackburn's sphinx moth                              | E                         | <input type="checkbox"/>                 |
| <i>Megalagrion pacificum</i>              | Pacific Hawaiian Damselfly                           | E                         | <input type="checkbox"/>                 |
| <i>M. xanthomelas</i>                     | Orangeblack Hawaiian<br>Damselfly                    | E                         | <input type="checkbox"/>                 |
| <i>M. nigrohamatum<br/>nigrolineatum</i>  | Blackline Hawaiian<br>Damselfly                      | E                         | <input type="checkbox"/>                 |
|                                           |                                                      |                           |                                          |

| <b>Plants</b>                                                            |                                                    |                                  |                                             |                                                     |
|--------------------------------------------------------------------------|----------------------------------------------------|----------------------------------|---------------------------------------------|-----------------------------------------------------|
| <b><u>Scientific Name</u></b>                                            | <b><u>Common Name<br/>or<br/>Hawaiian Name</u></b> | <b><u>Federal<br/>Status</u></b> | <b><u>Locations</u></b>                     | <b><u>May<br/>Occur In<br/>Project<br/>Area</u></b> |
| <i>Abutilon menziesii</i>                                                | Ko'oloa'ula                                        | E                                | O, L, M, H                                  | <input type="checkbox"/>                            |
| <i>Achyranthes splendens</i><br>var. <i>rotundata</i>                    | 'Ewa hinahina                                      | E                                | O                                           | <input type="checkbox"/>                            |
| <i>Bonamia menziesii</i>                                                 | No common name                                     | E                                | K, O, L, M, H                               | <input type="checkbox"/>                            |
| <i>Canavalia pubescens</i>                                               | 'Āwikiwiki                                         | E                                | Ni, K, L, M                                 | <input type="checkbox"/>                            |
| <i>Colubrina oppositifolia</i>                                           | Kauila                                             | E                                | O, M, H                                     | <input type="checkbox"/>                            |
| <i>Cyperus trachysanthos</i>                                             | Pu'uka'a                                           | E                                | K, O                                        | <input type="checkbox"/>                            |
| <i>Gouania hillebrandii</i>                                              | No common name                                     | E                                | Mo, M                                       | <input type="checkbox"/>                            |
| <i>Hibiscus brackenridgei</i>                                            | Ma'o hau hele                                      | E                                | O, Mo, L, M, H                              | <input type="checkbox"/>                            |
| <i>Ischaemum byrone</i>                                                  | Hilo ischaemum                                     | E                                | K, O, Mo, M, H                              | <input type="checkbox"/>                            |
| <i>Isodendron pyriformium</i>                                            | Wahine noho kula                                   | E                                | O, H                                        | <input type="checkbox"/>                            |
| <i>Marsilea villosa</i>                                                  | 'Ihi'ihii                                          | E                                | Ni, O, Mo                                   | <input type="checkbox"/>                            |
| <i>Mezoneuron kawaiense</i>                                              | Uhiuhi                                             | E                                | O, H                                        | <input type="checkbox"/>                            |
| <i>Nothoestrum breviflorum</i>                                           | 'Aiea                                              | E                                | H                                           | <input type="checkbox"/>                            |
| <i>Panicum fauriei</i> var.<br><i>carteri</i>                            | Carter's<br>panicgrass                             | E                                | Molokini Islet (O),<br>Mo                   | <input type="checkbox"/>                            |
| <i>Panicum nīihauense</i>                                                | Lau'ehu                                            | E                                | K                                           | <input type="checkbox"/>                            |
| <i>Peucedanum sandwicense</i>                                            | Makou                                              | E                                | K, O, Mo, M                                 | <input type="checkbox"/>                            |
| <i>Pleomele (Chrysodracon)</i><br><i>hawaiiensis</i>                     | Halapepe                                           | E                                | H                                           | <input type="checkbox"/>                            |
| <i>Portulaca sclerocarpa</i>                                             | 'Ihi                                               | E                                | L, H                                        | <input type="checkbox"/>                            |
| <i>Portulaca villosa</i>                                                 | 'Ihi                                               | E                                | Le, Ka, Ni, O, Mo,<br>M, L, H, Nihoa        | <input type="checkbox"/>                            |
| <i>Pritchardia affinis</i><br>( <i>maideniana</i> )                      | Loulu                                              | E                                | H                                           | <input type="checkbox"/>                            |
| <i>Pseudognaphalium</i><br><i>sandwicense</i> var.<br><i>molokaiense</i> | 'Ena'ena                                           | E                                | Mo, M                                       | <input type="checkbox"/>                            |
| <i>Scaevola coriacea</i>                                                 | Dwarf naupaka                                      | E                                | Mo, M                                       | <input type="checkbox"/>                            |
| <i>Schenkia (Centaurium)</i><br><i>sebaeoides</i>                        | 'Āwiwi                                             | E                                | K, O, Mo, L, M                              | <input type="checkbox"/>                            |
| <i>Sesbania tomentosa</i>                                                | 'Ōhai                                              | E                                | Ni, Ka, K, O, Mo, M,<br>L, H, Necker, Nihoa | <input type="checkbox"/>                            |
| <i>Tetramolopium rockii</i>                                              | No common name                                     | T                                | Mo                                          | <input type="checkbox"/>                            |
| <i>Vigna o-wahuensis</i>                                                 | No common name                                     | E                                | Mo, M, L, H, Ka                             | <input type="checkbox"/>                            |

Location key: O=O'ahu, K=Kaua'i, M=Maui, H=Hawai'i Island, L=Lāna'i, Mo=Moloka'i, Ka=Kaho'olawe, Ni=Ni'ihau, Le=Lehua



RECEIVED SEP 2 4 2015

## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Pacific Islands Fish and Wildlife Office  
300 Ala Moana Boulevard, Room 3-122  
Honolulu, Hawai'i 96850

In Reply Refer To:  
2015-SL-0416

SEP 2 2 2015

Howard K. Endo, Ph.D., P.E.  
President  
Shimabukuro, Endo & Yoshizaki, Inc.  
Civil, Environmental & Structural Engineers  
1126 12<sup>th</sup> Avenue, Room 309  
Honolulu, Hawai'i 96816-3715

Subject: Species List for the Hauula Well Replacement Project, Hauula, O'ahu

Dear Mr. Endo:

The U.S. Fish and Wildlife Service (Service) received your letter on August 24, 2015, requesting information regarding the presence of federally listed and proposed endangered or threatened species and critical habitat within the vicinity of the proposed Hauula Well Replacement Project, Hauula, O'ahu [TMK 5-4-015: 30]. We understand the Board of Water Supply has contracted Shimabukuro, Endo & Yoshizaki, Inc. to conduct the proposed project. The proposed project is located on the corner of Hanaimoa Street and Puuowaa Street at 54-177 Hanaimoa Street. The existing well, which was built in 1906, consists of a 12-inch (30 centimeter) solid casing from ground surface to a depth of 75 feet (ft.) [23 meters (m)] followed by an open hole to its terminal depth of 253 ft. (77 m). The well is at the end of its service life therefore, the Board of Water Supply is proposing to replace it with a new well. The new well will be constructed next to the existing well with similar characteristics.

We have reviewed the information you provided and pertinent information in our files, including data compiled by the Hawai'i Biodiversity and Mapping Program as it pertains to listed species and designated critical habitat. There is no federally designated critical habitat within the immediate vicinity of the proposed project. Our data indicate the federally endangered Hawaiian hoary bat (*Lasiurus cinereus semotus*) may forage and roost within the vicinity of the project area.

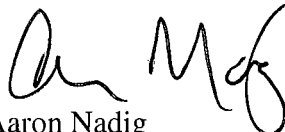
The Hawaiian hoary bat roosts in both exotic and native woody vegetation and, while foraging, will leave young unattended in "nursery" trees and shrubs when they forage. If trees or shrubs suitable for bat roosting are cleared during the breeding season, there is a risk that young bats could inadvertently be harmed or killed since they are too young to fly or may not move away. To minimize impacts to the endangered Hawaiian hoary bat, woody plants greater than 15 ft (4.6 m) tall should not be disturbed, removed, or trimmed during the bat birthing and pup rearing season (June 1 through September 15). Site clearing should be timed to avoid disturbance to Hawaiian hoary bats in the project area.



If it is determined that the proposed project may affect federally listed species, we recommend you contact our office early in the planning process so that we may assist you with Endangered Species Act compliance. Because the proposed project will involve earthwork, we are attaching the Service's recommended Best Management Practices regarding sedimentation and erosion control. We encourage you to incorporate the relevant practices into your project design.

We appreciate your efforts to conserve Hawaii's natural resources. If you have questions regarding these comments, please contact Leila Gibson, Fish and Wildlife Biologist (phone: 808-792-9400, email: leila\_gibson@fws.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Aaron Nadig', written in a cursive style.

Aaron Nadig  
Island Team Manager  
O'ahu, Kaua'i, North Western Hawaiian Islands,  
and American Samoa

Enclosure: Service BMPs for erosion and sediment control

cc: Board of Water Supply

**U.S. Fish and Wildlife Service**  
**Recommended Standard Best Management Practices**

The U.S. Fish and Wildlife Service (USFWS) recommends the following measures to be incorporated into project planning to avoid or minimize impacts to fish and wildlife resources. Best Management Practices (BMPs) include the incorporation of procedures or materials that may be used to reduce either direct or indirect negative impacts to aquatic habitats that result from project construction-related activities. These BMPs are recommended in addition to, and do not over-ride any terms, conditions, or other recommendations prepared by the USFWS, other federal, state or local agencies. If you have questions concerning these BMPs, please contact the USFWS Aquatic Ecosystems Conservation Program at 808-792-9400.

1. Authorized dredging and filling-related activities that may result in the temporary or permanent loss of aquatic habitats should be designed to avoid indirect, negative impacts to aquatic habitats beyond the planned project area.
2. Dredging/filling in the marine environment should be scheduled to avoid coral spawning and recruitment periods, and sea turtle nesting and hatching periods. Because these periods are variable throughout the Pacific islands, we recommend contacting the relevant local, state, or federal fish and wildlife resource agency for site specific guidance.
3. Turbidity and siltation from project-related work should be minimized and contained within the project area by silt containment devices and curtailing work during flooding or adverse tidal and weather conditions. BMPs should be maintained for the life of the construction period until turbidity and siltation within the project area is stabilized. All project construction-related debris and sediment containment devices should be removed and disposed of at an approved site.
4. All project construction-related materials and equipment (dredges, vessels, backhoes, silt curtains, etc.) to be placed in an aquatic environment should be inspected for pollutants including, but not limited to; marine fouling organisms, grease, oil, etc., and cleaned to remove pollutants prior to use. Project related activities should not result in any debris disposal, non-native species introductions, or attraction of non-native pests to the affected or adjacent aquatic or terrestrial habitats. Implementing both a litter-control plan and a Hazard Analysis and Critical Control Point plan (HACCP – see <http://www.haccp-nrm.org/Wizard/default.asp>) can help to prevent attraction and introduction of non-native species.
5. Project construction-related materials (fill, revetment rock, pipe, etc.) should not be stockpiled in, or in close proximity to aquatic habitats and should be protected from erosion (*e.g.*, with filter fabric, etc.), to prevent materials from being carried into waters by wind, rain, or high surf.
6. Fueling of project-related vehicles and equipment should take place away from the aquatic environment and a contingency plan to control petroleum products accidentally spilled during the project should be developed. The plan should be retained on site with the person responsible for compliance with the plan. Absorbent pads and containment booms should be stored on-site to facilitate the clean-up of accidental petroleum releases.
7. All deliberately exposed soil or under-layer materials used in the project near water should be protected from erosion and stabilized as soon as possible with geotextile, filter fabric or native or non-invasive vegetation matting, hydro-seeding, etc.

Page Intentionally Left Blank



# Punaluu Community Association

**From:** Roy Irei <roy@hawaiiengineering.net>  
**Subject:** Fw: Questions e-mail #2  
**Date:** July 6, 2023 at 12:50 PM  
**To:** charles@hewlengroup.com  
**Cc:** Jeremy Moncur <jeremy@stapleshawaii.com>, Karl Bromwell <karlbromwell@gmail.com>



Charles,  
FYI, see below of my response to the Punaluu Community Association.  
Is it ok to release the CPR doc?

Roy Irei  
Vice-President – Telecom Division  
**Hawaii Engineering Group, Inc.**  
1088 Bishop Street, Suite 2506  
Honolulu, HI 96813  
Phone 808.533.2092 ext 118 • Cell 808.460.0006 • Fax 808.533.2059  
Email: [roy@hawaiiengineering.net](mailto:roy@hawaiiengineering.net)  
Web: [www.hawaiiengineering.net](http://www.hawaiiengineering.net)

NOTICE: This message, including all attachments transmitted with it, is for the use of the addressee only. It may contain proprietary, confidential and/or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you are not the intended recipient, you must not, directly or indirectly, use, disclose, distribute, print or copy any part of this message. If you believe you have received this message in error, please delete it and all copies of it from your system and notify the sender immediately by reply e-mail. Thank you.

ELECTRONIC AGREEMENT NOTICE: The electronic (CAD) drawings, calculations, spreadsheets and other data included in this email message is intended for the exclusive use of the intended recipient(s). Information attached to this email may be incomplete or may be materially altered by transfer between computers, even if the recipient's computer is identical to the one used by Hawaii Engineering Group, Inc. Use of this information, data and files shall constitute an assumption of all risk by the user. Hawaii Engineering Group, Inc. accepts no responsibility or liability.

**From:** Roy Irei <roy@hawaiiengineering.net>  
**Sent:** Thursday, July 6, 2023 12:49 PM  
**To:** Lorraine Matagi <matagisd4@gmail.com>; Karl Bromwell <karlbromwell.5ksenv@gmail.com>; Jeremy Moncur <jeremy@stapleshawaii.com>  
**Cc:** Racine Hee <punaluuassoc@gmail.com>; kawaiw <kawaiw@yahoo.com>; Paul Comeau <comeaup001@hawaii.rr.com>; billy.casey@byuh.edu <billy.casey@byuh.edu>  
**Subject:** Re: Questions e-mail #2

Hi Lorraine,

Thank you very much for your inquiry. In response to your questions, the responses are listed below:

1. It says the project covers 53-428 to 53-458 Kamehameha Highway. However, the map you'll see when you click on the attached link gives 55-424 Kamehameha Highway as the address for six of the units. Can you please clarify the address confusion for me and others?

Response: Sorry for the confusion, to clarify the addresses, I imported the updated address per CPR lot from the tax office.

| Unit | TMK                          | Address                      | Lot Size |
|------|------------------------------|------------------------------|----------|
| 1    | <a href="#">530050700001</a> | 53-450 UNIT 1 KAMEHAMEHA HWY | 4841 SF  |
| 2    | <a href="#">530050700002</a> | 53-452 UNIT 2 KAMEHAMEHA HWY | 4820 SF  |
| 3    | <a href="#">530050700003</a> | 53-458 UNIT 3 KAMEHAMEHA HWY | 3997 SF  |

|    |                              |                               |        |    |
|----|------------------------------|-------------------------------|--------|----|
| 4  | <a href="#">530050700004</a> | 53-424 UNIT 4 KAMEHAMEHA HWY  | 4171   | SF |
| 5  | <a href="#">530050700005</a> | 53-424 UNIT 5 KAMEHAMEHA HWY  | 4099   | SF |
| 6  | <a href="#">530050700006</a> | 53-424 KAMEHAMEHA HWY UNIT    | 10000  | SF |
| 7  | <a href="#">530050700007</a> | 53-424 UNIT 7 KAMEHAMEHA HWY  | 8408   | SF |
| 8  | <a href="#">530050700008</a> | 53-440 UNIT 8 KAMEHAMEHA HWY  | 7684   | SF |
| 9  | <a href="#">530050700009</a> | 53-428 UNIT 9 KAMEHAMEHA HWY  | 10333  | SF |
| 10 | <a href="#">530050700010</a> | 53-424 UNIT 10 KAMEHAMEHA HWY | 38963  | SF |
| 11 | <a href="#">530050700011</a> | 53-424 UNIT 11 KAMEHAMEHA HWY | 100531 | SF |

2. Another thing that stood out to me was that the Brahmbhatt house is large (4 bedroom, 2 bath) and has a main floor S.F. which is roughly 3 times more than the other units. Even the other proposed units take up no more than 17.0% of the lot. It certainly doesn't seem to align with the other homes.

Response: All new residences are required to be elevated due to code requirements for residences being built in Flood zone VE and AE. The Base Flood Elevation (BFE) is 10 feet and Sea Level Rise requirements. The Brahmbhatt's residence living area includes the entry and storage at the ground floor to the second level. The proposed residence is within code requirement for R5, max 50% of lot area.

3. Lastly, relating to the current CPR, can you please refresh my memory? Is it for the division of the land only? Can we get either a PDF copy or a link to find the current CPR?

Response: It is for division of land only. I am waiting for a copy of the document.

4. I know I already requested a copy or link to the existing CPR in my previous e-mail. In addition, is it possible to get a draft of the proposed CPR that includes any hoped for modifications and/or changes?

Response: I am waiting for a copy and will send it to you when I receive it. The CPR has been approved in 2018.

5. I also thought I saw that there is an HOA for 55-440 Kamehameha Highway. If there is, can we assume the HOA is for all homes in this project, and can we please get access to any public documents?

Response: The HOA is established with the unit owners of the CPR.

6. Why is a park needed in a development this size? What is the 5 year plan for the AG land portion? Can we please get a copy of that plan?

Response: There will be no development of a park. The EA and SMA will not have any plans for the AG portion and there are no plans in the future to do anything with the AG lot.

and notify the sender immediately by reply e-mail. Thank you.

ELECTRONIC AGREEMENT NOTICE: The electronic (CAD) drawings, calculations, spreadsheets and other data included in this email message is intended for the exclusive use of the intended recipients). Information attached to this email may be incomplete or may be materially altered by transfer between computers, even if the recipient's computer is identical to the one used by Hawaii Engineering Group, Inc. Use of this information, data and files shall constitute an assumption of all risk by the user. Hawaii Engineering Group, Inc. accepts no responsibility or liability.

From: Lorraine Matagi «matagisd4@gmail.com»

Sent: Tuesday, July 4, 2023 4:50 PM

To: Roy Irei <roy@hawaiiengineering.net>; Karl Bromwell <karlbromwell.5ksenv@gmail.com>; Jeremy Moncur <jeremy@stapleshawaii.com>

Cc: Racine Hee <punaluuassoc@gmail.com>; kauiw <kauiw@yahoo.com>; Paul Comeau comeaup001@hawaii.rr.com»; billy.casey@byuh.edu <billy.casey@byuh.edu>

Subject: Questions e-mail #2

Aloha Roy, et.al;

Hope everyone is having a relaxing and enjoyable July 4th holiday.

I know I already requested a copy or link to the existing CPR in my previous e-mail. In addition, is it possible to get a draft of the proposed CPR that includes any hoped for modifications and/or changes?

I also thought I saw that there is an HOA for 55-440 Kamehameha Highway. If there is, can we assume the HOAs for all homes in this project, and can we please get access to any public documents?

My last two questions are:

Why is a park needed in a development this size?

What is the 5 year plan for the AG land portion? Can we please get a copy of that plan?

Again I appreciate everyone's patience and willingness to correct any misunderstanding, and help us better understand the nature and purpose of this proposed development by clarifying areas of concerns.

I look forward to seeing you July 11th. In the meantime, please let me know anytime my communication is confusing. I'm more than happy to clarify or make needed corrections.

With respect.

Lorraine Azain Matagi

Get Outlook for iOS

From: Lorraine Matagi «matagisd4@gmail.com»

Sent: Friday, June 30, 2023 3:04:39 PM

To: Roy Irei <roy@hawaiiengineering.net>; Karl Bromwell

karlbromwell.5ksenv@gmail.com>; Jeremy Moncur jeremy@stapleshawaii.com>

Cc: Racine Hee [punaluuassoc@gmail.com](mailto:punaluuassoc@gmail.com)



Subject: A few more Kahena Wai questions

Aloha Roy,

I have a question relating to the actual addresses involved in the proposed Kahena Wai Punalu'u project. It says the project covers 53-428 to 53-458 Kamehameha Highway. However, the map you'll see when you click on the attached link gives 55-424 Kamehameha Highway as the address for six of the units. Can you please clarify the address confusion for me and others?

[https://gpublic.schneidercorp.com/Application.aspx?](https://gpublic.schneidercorp.com/Application.aspx?AppID=1045&LayerID=23342&PageTypeID=1&PageID=9743&Q=1447252128&KeyValue=530050700001)

[AppID=1045&LayerID=23342&PageTypeID=1&PageID=9743&Q=1447252128&KeyValue=530050700001](https://gpublic.schneidercorp.com/Application.aspx?AppID=1045&LayerID=23342&PageTypeID=1&PageID=9743&Q=1447252128&KeyValue=530050700001)

Another thing that stood out to me was that the Brahmhatt house is large (4 bedroom, 2 bath) and has a main floor S.F. which is roughly 3 times more than the other units. Even the other proposed units take up no more than 17.0% of the lot. It certainly doesn't seem to align with the other homes.

Lastly, relating to the current CPR, can you please refresh my memory? Is it for the division of the land only? Can we get either a PDF copy or a link to find the current CPR?

Mahalo for your patience and assistance as we try to better understand the scope of this proposed project in its entirety.

Take care.

Lorraine

Get Outlook for iOS

Roy Irei

Vice-President - Telecom Division

Hawaii Engineering Group, Inc.

1088 Bishop Street, Suite 2506

Honolulu, HI 96813

Phone 808.533.2092 ext 118 • Cell 808.460.0006 • Fax 808.533.2059

Email: [roy@hawaiiengineering.net](mailto:roy@hawaiiengineering.net)

Web: [www.hawaiiengineering.net](http://www.hawaiiengineering.net)

NOTICE: This message, including all attachments transmitted with it, is for the use of the addressee only. It may contain proprietary, confidential and/or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you are not the intended recipient, you must not, directly or indirectly, use, disclose, distribute, print or copy any part of this message. If you believe you have received this message in error, please delete it and all copies of it from your system

#1. Page 5 Kahena Wai Estates Current Use: There is unit #1,2,3, 8 and 9 noted on the map.

- Requesting to have the future units noted on the map.  
**Created a chart in reference to the map for a better visual of the map**
- Requesting to have this correction done before the presentation.  
**Update will be sent**
- What happened to Unit 6? Is this the AG portion?  
**Yes, AG portion and no dwelling will be constructed**

#2. Will this development be a gated community? Will the roadway within the development be privately owned?

**No, it will not be a gated community.**

#3. Could you provide details on the infrastructure improvements that DPP will require to install.

- Will the roadway be paved with AC?  
**No pavement, gravel only at request of previous meeting of community.**
- Will the roadway have curb and gutters?  
**No curb and gutters.**
- Will the electric conduits be installed underground?  
**?(charles?)**
- Will street lighting be installed?  
**No street lights will be installed.**
- What types of septic systems do you propose to install?  
**?(Nishal?)**

#4 Page 6 Describes the situation: Item #5 “states all future work needs an EA & SMA Permit” and Item #6 states Current EA and SMA only for the R-5 units, no proposed work in AG.

**Per ROH Chapter 25 and HRS Chapter 343 EA & SMA permits are required for any construction.**

**This parcel is a split zoned AG and R-5. This EA and SMA permit is for the R-5 zoned lots only.**

Is Unit #9 that is owned by Kahena Wai zoned for R-5. What is the land classification? What is Kahena Wai’s intention (build a home, leave the land open for residents, etc.)

**At the time of publication Unit 9 was owned by Kahena Wai Estates. Since then Unit 9 has been sold.**

**Don't know the new owner's name.**

#5. Page 14 Unit 8 -Existing Dwelling Unit- why does the Unit Summary show the Lot size in Acres is 4.7625 Ac?

**Unit 8 lot size is 7684 square feet. The entire TMK is 4.7625 acres.**

#6 page 15 Unit 9 proposed Dwelling Unit has Unit #3 Summary. Unit 9 is Kahena Wai. Can you confirm the intended use of this dwelling? rental dwelling?

**Charles ?**

Roy Irei  
Vice-President – Telecom Division  
**Hawaii Engineering Group, Inc.**  
1088 Bishop Street, Suite 2506  
Honolulu, HI 96813  
Phone 808.533.2092 ext 118 • Cell 808.460.0006 • Fax 808.533.2059  
Email: [roy@hawaiiengineering.net](mailto:roy@hawaiiengineering.net)  
Web: [www.hawaiiengineering.net](http://www.hawaiiengineering.net)

NOTICE: This message, including all attachments transmitted with it, is for the use of the addressee only. It may contain proprietary, confidential and/or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you are not the intended recipient, you must not, directly or indirectly, use, disclose, distribute, print or copy any part of this message. If you believe you have received this message in error, please delete it and all copies of it from your system and notify the sender immediately by reply e-mail. Thank you.

ELECTRONIC AGREEMENT NOTICE: The electronic (CAD) drawings, calculations, spreadsheets and other data included in this email message is intended for the exclusive use of the intended recipient(s). Information attached to this email may be incomplete or may be materially altered by transfer between computers, even if the recipient's computer is identical to the one used by Hawaii Engineering Group, Inc. Use of this information, data and files shall constitute an assumption of all risk by the user. Hawaii Engineering Group, Inc. accepts no responsibility or liability.

---

**From:** Racine Hee <[punaluuassoc@gmail.com](mailto:punaluuassoc@gmail.com)>  
**Sent:** Wednesday, June 28, 2023 7:20 AM  
**To:** Lorraine Matagi <[matagisd4@gmail.com](mailto:matagisd4@gmail.com)>  
**Cc:** Roy Irei <[roy@hawaiiengineering.net](mailto:roy@hawaiiengineering.net)>  
**Subject:** Re: Updated presentation on Kahena Wai Estates.

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

Aloha Roy,

My name is Racine Hee. I serve the Punalu'u community as the President of the Punalu'u Community Association. Thank you for providing the revised presentation for the community meeting. I had several questions regarding the proposed Kahena Wai Estates presentation.

#1. Page 5 Kahena Wai Estates Current Use: There is unit #1,2,3, 8 and 9 noted on the map.

- Requesting to have the future units noted on the map.
- Requesting to have this correction done before the presentation.
- What happened to Unit 6? Is this the AG portion?

#2. Will this development be a gated community? Will the roadway within the development be privately owned?

#3. Could you provide details on the infrastructure improvements that DPP will require to install.

- Will the roadway be paved with AC?
- Will the roadway have curb and gutters?
- Will the electric conduits be installed underground?
- Will street lighting be installed?
- What types of septic systems do you propose to install?

#4 Page 6 Describes the situation: Item #5 "states all future work needs an EA & SMA Permit" and Item #6 states Current EA and SMA only for the R-5 units, no proposed work in AG. Is Unit #9 that is owned by Kahena Wai zoned for R-5. What is the land classification? What is Kahena Wai's intention (build a home, leave the land open for residents, etc.)

#5. Page 14 Unit 8 -Existing Dwelling Unit- why does the Unit Summary show the Lot size in Acres is 4.7625 Ac?

#6 page 15 Unit 9 proposed Dwelling Unit has Unit #3 Summary. Unit 9 is Kahena Wai. Can you confirm the intended use of this dwelling? rental dwelling?



Thank you in advance for your response.

Malama Pono,

Racine Hee

On Sun, Jun 4, 2023 at 2:40 PM Lorraine Matagi <[matagisd4@gmail.com](mailto:matagisd4@gmail.com)> wrote:  
Aloha Roy,

Hope you're enjoying the weekend . With things getting busier for many of us, I don't want to overlook any steps pertaining to the revised Kahena Wai project proposal presentation so have the following question.

In order to facilitate the community's response to this project, we found it helpful that you submitted the first proposal well before the meeting. This gave community members time to review and more fully understand the proposal; thereby enabling community members to come to the meeting prepared with their comments, support, questions and/or concerns. Do you have any idea of the timeline for the revised proposal being sent to us for review before the actual presentation on July 11th?

Mahalo nui loa for your understanding as we work together to avoid unnecessary delays.

Lorraine Azain Matagi  
Punalu'u Rep for KNB

Get [Outlook for iOS](#)



**HAWAII  
ENGINEERING  
GROUP, INC.**

Reference #22-126

Consulting Civil Engineers, Structural Engineers & Land Surveyors  
US (SBA) SDB & DBE Certified

April 20, 2022

TO WHOM IT MAY CONCERN:

This is to inform you that Hawaii Engineering Group, Inc., will be presenting a proposed Special Management Area Use Permit for the existing CPR units that are designated as nine (9) single-family residential (R-5) units and one (1) agriculture (AG-2) CPR lots on a property located at 53-428 to 53-458 Kamehameha Hwy, Hauula, Hawaii to the Koolauloa Neighborhood Board No. 28. The regularly scheduled Neighborhood Board Meeting will be held on May 4<sup>th</sup> at the Hauula Community Center, 54-10 Kukuna Rd., Hauula, HI 96716 at 6:30 pm.

The residential lot owners are planning to have their homes permitted to build or renovate but an SMA permit is required. No plans for the agricultural lot are being proposed for the SMA permit.

The applicant is requesting for a SMA Permit and the process requires that nearby property owners within the 300 feet radius of the subject property are to be notified of the presentation.

If you have any questions, you may contact me at 808-533-2092 extension 118.

Sincerely,

Roy Irej, Vice-President  
Agent for the Applicant

TMK:530060020001  
YIN SIT SHA SOCIETY  
53-456 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:530060020002  
ROWE,HARLEY D/IOLANDA M U TR  
53-460 KAMEHAMEHA HWY 2  
HAUULA, HI 96717

TMK:530060020003  
SPROAT,KAPUA K Lessee  
JAMES,RUSSELL F II A/S on Lease  
53-462 KAMEHAMEHA HWY 3  
HAUULA, HI 96717

TMK:530060020004  
YIN SIT SHA SOCIETY Fee Owner  
JAMES,RUSSELL F II Lessee  
53-464 KAMEHAMEHA HWY 4  
HAUULA, HI 96717

TMK:53005042  
CHING,GODFREY W K TR EST  
53-452 A KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005027  
VOIGT,KIM  
53-448 A KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005029  
IZU,CLAYTON S TR  
IZU,NADINE E TR  
53-442 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005047  
VISWANATHAN,VIJAY  
RANGWALA,NOVENA A  
53-446 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005031  
KAMEHAMEHA HWY TR  
53-416 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005052  
PUNALUU LANI  
BHARDWAJ,HILDA G V  
53-414 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005007  
NGUYEN,KEN  
53-374 B KAMEHAMEHA HWY



HAUULA, HI 96717

TMK:53005053

NAKAYAMA,DALE H TR  
NAKAYAMA,DARLENE H TR  
53-408 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005049

WONG,STEVEN S T TR  
53-424 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005040

PECKENPAUGH,ROGER M TR  
PECKENPAUGH,JUDY A TR  
53-400 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005037

AANA,SAU KWAN C TR  
53-396 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005026

NGUYEN,KEN  
53-374 B KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005025

NGUYEN,KEN  
53-374 B KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005023

KAM,ANN M G  
53-472 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005054

KAM,ANN M G  
53-472 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005055

KAM,ANN M G  
53-472 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005022

YI,KWI S  
4530 Peninsula Point Dr  
Seaside, CA 93955

TMK:53005054

KAM,ANN M G  
53-472 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006004  
KAM,ANN M G  
53-472 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006005  
CHOY,AGNES K, CHOY,MELVIN K H,  
CHOY,JUDITH N W K, CHOY,DARRYL K H  
53-480 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006003  
WAIONO INVESTMENT  
53-456 A KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006078  
JAMES, RUSSELL  
53-462 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006047  
STATE OF HAWAII  
Kalanimoku Building  
1151 Punchbowl Street  
Honolulu, HI 96813


TMK:53006048001  
PASI,NAOMI A & PASI,AMELIA M  
53-468 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006048002  
PLAS-TECH LTD  
53-468 A KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006001  
WATERLOO KALIHI INVESTMENTS LLC  
53-470 KAMEHAMEHA HWY  
HAUULA, HI 96717



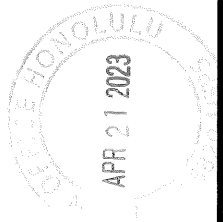
United States Postal Service Certificate of Mailing — Firm

| Name and Address of Sender                                                             | TOTAL NO. of Pieces Listed by Sender                                                                       | TOTAL NO. of Pieces Received at Post Office™                                        | Affix Postage |                  |                |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------|------------------|----------------|
| Hawaii Engineering Group, Inc.<br>1088 Bishop Street, Suite 2506<br>Honolulu, HI 96813 | 30                                                                                                         | MD                                                                                  |               |                  |                |
| Postmaster, per (name of receiving employee)                                           |                                                                                                            |  |               |                  |                |
| USPS® Tracking Number Firm-specific Identifier                                         | Address (Name, Street, City, State, and ZIP Code™)                                                         | Postage                                                                             | Fee           | Special Handling | Parcel Airlift |
| 1. 530060020001                                                                        | YIN SIT SHA SOCIETY<br>53-456 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                           |                                                                                     |               |                  |                |
| 2. 530060020002                                                                        | ROWE, HARLEY D/OLANDA M U TR<br>53-460 KAMEHAMEHA HWY 2<br>HAUULA, HI 96717                                |                                                                                     |               |                  |                |
| 3. 530060020003                                                                        | SPROAT, KAPUA K Lessee<br>JAMES, RUSSELL F II A/S on LS<br>53-462 KAMEHAMEHA HWY 3<br>HAUULA, HI 96717     |                                                                                     |               |                  |                |
| 4. 530060020004                                                                        | YIN SIT SHA SOCIETY Fee Owner<br>JAMES, RUSSELL F II Lessee<br>53-464 KAMEHAMEHA HWY 4<br>HAUULA, HI 96717 |                                                                                     |               |                  |                |
| 5. 53005042                                                                            | CHING, GODFREY W K TR EST<br>53-452 A KAMEHAMEHA HWY<br>HAUULA, HI 96717                                   |                                                                                     |               |                  |                |
| 6. 53005027                                                                            | VOIGT, KIM<br>53-448 A KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                  |                                                                                     |               |                  |                |

U.S. POSTAGE PAID  
 HONOLULU, HI  
 96820  
 APR 21 23  
 AMOUNT  
**\$16.20**  
 R2305H128467-30




0000








Certificate of Mailing — Firm

|                                                                                                                          |                                                                                                                                                                               |                                                                                                               |     |                  |                |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-----|------------------|----------------|
| Name and Address of Sender<br><br>Hawaii Engineering Group, Inc.<br>1088 Bishop Street, Suite 2506<br>Honolulu, HI 96813 | TOTAL NO. of Pieces Listed by Sender<br><br>Postmaster, per (name of receiving employee)<br> | TOTAL NO. of Pieces Received at Post Office™<br><br>Affix Stamp Here<br><i>Postmark with Date of Receipt.</i> |     |                  |                |
| USPS® Tracking Number<br>Firm-specific Identifier                                                                        | Address<br>(Name, Street, City, State, and ZIP Code™)                                                                                                                         | Postage                                                                                                       | Fee | Special Handling | Parcel Airlift |
| 1. 53005029                                                                                                              | IZU, CLAYTON S TR<br>IZU, NADINE E TR<br>53-442 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                                                            |                                                                                                               |     |                  |                |
| 2. 53005047                                                                                                              | VISWANATHAN, VIJAY<br>RANGWALA, NOVENA A<br>53-446 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                                                         |                                                                                                               |     |                  |                |
| 3. 53005031                                                                                                              | KAMEHAMEHA HWY TR<br>53-416 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                                                                                |                                                                                                               |     |                  |                |
| 4. 53005052                                                                                                              | PUNALUU LANI<br>BHARDWAJ, HILDA G V<br>53-414 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                                                              |                                                                                                               |     |                  |                |
| 5. 53005007                                                                                                              | NGUYEN, KEN<br>53-374 B KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                                                                                    |                                                                                                               |     |                  |                |
| 6. 53005053                                                                                                              | NAKAYAMA, DALE H TR<br>NAKAYAMA, DARLENE H TR<br>53-408 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                                                    |                                                                                                               |     |                  |                |




# Certificate of Mailing — Firm

|                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Name and Address of Sender<br><br>Hawaii Engineering Group, Inc.<br>1088 Bishop Street, Suite 2506<br>Honolulu, HI 96813                                                                                                  | TOTAL NO. of Pieces Listed by Sender<br><br>_____<br>Postmaster, per (name of receiving employee)<br>                                                                                                                                                                                                                                                                                                                                                                               | TOTAL NO. of Pieces Received at Post Office™<br><br>_____<br>Affix Stamp Here<br><i>Postmark with Date of Receipt.</i> |
| USPS® Tracking Number<br>Firm-specific Identifier<br><br>1. _____<br>53005049<br><br>2. _____<br>53005040<br><br>3. _____<br>53005037<br><br>4. _____<br>53005026<br><br>5. _____<br>53005025<br><br>6. _____<br>53005023 | Address<br>(Name, Street, City, State, and ZIP Code™)<br><br>_____<br>WONG, STEVEN S T TR<br>53-424 KAMEHAMEHA HWY<br>HAUULA, HI 96717<br><br>_____<br>PECKENPAUGH, ROGER M TR<br>PECKENPAUGH, JUDY A TR<br>53-400 KAMEHAMEHA HWY<br>HAUULA, HI 96717<br><br>_____<br>AANA, SAU KWAN C TR<br>53-396 KAMEHAMEHA HWY<br>HAUULA, HI 96717<br><br>_____<br>NGUYEN, KEN<br>53-374 B KAMEHAMEHA HWY<br>HAUULA, HI 96717<br><br>_____<br>NGUYEN, KEN<br>53-374 B KAMEHAMEHA HWY<br>HAUULA, HI 96717<br><br>_____<br>KAM, ANN M G<br>53-472 KAMEHAMEHA HWY<br>HAUULA, HI 96717 | Postage<br><br>_____<br>Fee<br><br>_____<br>Special Handling<br><br>_____<br>Parcel Airlift<br><br>_____               |




**Certificate of Mailing — Firm**

|                                                                                                                          |                                                                                                                                                                                     |                                                                                                                       |                                                       |  |         |     |                  |                |  |  |  |  |  |  |  |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--|---------|-----|------------------|----------------|--|--|--|--|--|--|--|--|--|--|
| Name and Address of Sender<br><br>Hawaii Engineering Group, Inc.<br>1088 Bishop Street, Suite 2506<br>Honolulu, HI 96813 | TOTAL NO. of Pieces Listed by Sender<br><br>Postmaster, per (name of receiving employee)<br><br> | TOTAL NO. of Pieces Received at Post Office™<br><br>Affix Stamp Here<br><i>Postmark with Date of Receipt.</i>         |                                                       |  |         |     |                  |                |  |  |  |  |  |  |  |  |  |  |
| USPS® Tracking Number<br>Firm-specific Identifier                                                                        |                                                                                                                                                                                     |                                                                                                                       | Address<br>(Name, Street, City, State, and ZIP Code™) |  | Postage | Fee | Special Handling | Parcel Airlift |  |  |  |  |  |  |  |  |  |  |
| 1.                                                                                                                       | 53005054                                                                                                                                                                            | KAM, ANN M G<br>53-472 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                             |                                                       |  |         |     |                  |                |  |  |  |  |  |  |  |  |  |  |
| 2.                                                                                                                       | 53005055                                                                                                                                                                            | KAM, ANN M G<br>53-472 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                             |                                                       |  |         |     |                  |                |  |  |  |  |  |  |  |  |  |  |
| 3.                                                                                                                       | 53005022                                                                                                                                                                            | YI, KWIS<br>4530 Peninsula Point Dr<br>Seaside, CA 93955                                                              |                                                       |  |         |     |                  |                |  |  |  |  |  |  |  |  |  |  |
| 4.                                                                                                                       | 53005054                                                                                                                                                                            | KAM, ANN M G<br>53-472 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                             |                                                       |  |         |     |                  |                |  |  |  |  |  |  |  |  |  |  |
| 5.                                                                                                                       | 53006004                                                                                                                                                                            | KAM, ANN M G<br>53-472 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                             |                                                       |  |         |     |                  |                |  |  |  |  |  |  |  |  |  |  |
| 6.                                                                                                                       | 53006005                                                                                                                                                                            | CHOY, AGNES K; CHOY, MELVIN K H,<br>CHOY, JUDITH N W K; CHOY, DARRYL K H<br>53-480 KAMEHAMEHA HWY<br>HAUULA, HI 96717 |                                                       |  |         |     |                  |                |  |  |  |  |  |  |  |  |  |  |





Certificate of Mailing — Firm

| Name and Address of Sender<br><br>Hawaii Engineering Group, Inc.<br>1088 Bishop Street, Suite 2506<br>Honolulu, HI 96813 | TOTAL NO. of Pieces Listed by Sender<br><br>_____<br>Postmaster, per (name of receiving employee)<br><br> | TOTAL NO. of Pieces Received at Post Office™<br><br>_____ | Affix Stamp Here<br><i>Postmark with Date of Receipt.</i> |                  |                |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|------------------|----------------|
| USPS® Tracking Number<br>Firm-specific Identifier                                                                        | Address<br>(Name, Street, City, State, and ZIP Code™)                                                                                                                                        | Postage                                                   | Fee                                                       | Special Handling | Parcel Airlift |
| 1. 53006003                                                                                                              | WAIONO INVESTMENT<br>53-456 A KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                                                                                             |                                                           |                                                           |                  |                |
| 2. 53006078                                                                                                              | JAMES, RUSSELL<br>53-462 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                                                                                                  |                                                           |                                                           |                  |                |
| 3. 53006047                                                                                                              | STATE OF HAWAII<br>Kalanimoku Building<br>1151 Punchbowl Street<br>Honolulu, HI 96813                                                                                                        |                                                           |                                                           |                  |                |
| 4. 53006048001                                                                                                           | PASI, NAOMI A & PASI, AMELIA M<br>53-468 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                                                                                  |                                                           |                                                           |                  |                |
| 5. 53006048002                                                                                                           | PLAS-TECH LTD<br>53-468 A KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                                                                                                 |                                                           |                                                           |                  |                |
| 6. 53006001                                                                                                              | WATERLOO KALIHU INVESTMENTS<br>LLC<br>53-470 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                                                                              |                                                           |                                                           |                  |                |



## KO'OLAULOA NEIGHBORHOOD BOARD NO. 28

c/o NEIGHBORHOOD COMMISSION • 925 Dillingham Boulevard Suite 160 • HONOLULU, HAWAII, 96813  
PHONE (808) 768-3710 • FAX (808) 768-3711 • INTERNET: <http://www.honolulu.gov>

### INITIAL CONVENING MEETING AGENDA THURSDAY, AUGUST 10, 2023 6:30 P.M. VIA IN PERSON AND WEBEX

#### IN PERSON LOCATION:

Hau'ula Community Center 54-10 Kukuna Rd., Hau'ula, HI 96717

#### WEBEX:

Meeting link: <https://cchnl.webex.com/cchnl/j.php?MTID=m061cb8003676ee9e8cf416f1516f36ef>

Meeting Number/Access Code: 2487 111 8529 Password: KNB#28 (562028 from phones and video systems)

Join by video system: Dial [24871118529@cchnl.webex.com](mailto:24871118529@cchnl.webex.com). You can also dial 173.243.2.68 and enter your meeting number.

Join by phone: +1-408-418-9388 Access code: 2487 111 8529

**Rules of Speaking:** To ensure the maximum opportunity for all attendees to be heard, the following guidelines apply: Those joining the meeting are reminded to mute their microphone. Anyone wishing to speak is asked to type their question in the chat box or raise their hand using the "raise hand" function in the online meeting platform - which is indicated by a hand or unmute yourself at the appropriate time as indicated by the chair. If accessing the meeting using your phone and you have a comment, indicate this by pressing the symbols \*9 - this will show the moderator that the person calling from that number wishes to speak. To mute/unmute your phone, press \*6. Please wait until recognized by the chair to begin. All comments, concerns, or questions shall be two (2) minutes or less.

**Please Kōkua:** To help all attendees the opportunity to hear presentations & comments, please place your device on mute until you would like to speak. When you are recognized, unmute yourself and make your comments.

**Note:** The Board may take action on any agenda item. As required by the State Sunshine Law (HRS 92), specific issues not noted on this agenda cannot be voted on, unless added to the agenda. A two-thirds vote (5) of this 9-member Board is needed to add an item to the agenda. Items may not be added if they are of major importance and will affect a significant number of people.

- I. **CALL TO ORDER** – Chair Pro-Tem Pane Meatoga III
  - A. Swearing in of all remaining board members who did not attend the 2023-2025 installation
- II. **ELECTION OF OFFICERS** – All officers are required to be voted on by roll call quorum vote
  - A. Chair
  - B. Vice Chair
  - C. Secretary
  - D. Treasurer
- III. **CITY/STATE MONTHLY REPORTS**
  - A. Honolulu Fire Department (HFD)
  - B. Honolulu Police Department (HPD)
  - C. United States Army
- IV. **FILLING OF VACANCIES**
  - A. Sub District 1 (1 vacancy); Sub District 2 (2 vacancies); Sub District 3 (2 vacancies)
- V. **INITIAL CONVENING PROCEDURES**
  - A. Determination of Meeting Date/Time/Location/Format – In person and WebEx
  - B. Board Recess Schedule – Up to three (3) per year
  - C. Rules of Speaking and Time Limits – Two (2) minutes or less for all questions, comments and concerns/Eight (8) minutes or less for presentations
  - D. Formation of Committees - NP §2-14-124[a]: The Board may establish committees. If any Board Member Is interested in serving on a committee; please inform the Chair.
  - E. To consider the conversion of Sub District Seats to At-Large Seats (Discussion Only)
- VI. **GOVERNMENT REPORTS (Three (3) minute limit per speaker.**
  - A. Mayor Rick Blangiardi's Representative – Cat Taschner <https://www8honolulu.gov/mayor>
  - B. Councilmember Matt Weyer or Staffer [mweyer@honolulu.gov](mailto:mweyer@honolulu.gov)
  - C. US House of Representatives- Congresswoman Jill Tokuda or Staffer [www.tokuda.house.gov](http://www.tokuda.house.gov)
  - D. Governor's Representative – Crystal Kionia <https://governor.hawaii.gov>
  - E. State Senator – Senator Brenton Awa or Staffer [sennawa@capitol.hawaii.gov](mailto:sennawa@capitol.hawaii.gov)







HAWAII  
ENGINEERING  
GROUP, INC.

Reference #22-126

Consulting Civil Engineers, Structural Engineers & Land Surveyors  
US (SBA) SDB & DBE Certified

July 7, 2022

TO WHOM IT MAY CONCERN:

An informational meeting notice was sent to inform you that Hawaii Engineering Group, Inc., will be presenting a proposed Special Management Area Use Permit for the existing CPR units that are designated as nine (9) single-family residential (R-5) units CPR lots on a property located at 53-424 to 53-458 Kamehameha Hwy, Hauula, Hawaii to the Koolauloa Neighborhood Board meeting on July 13, 2023.

I was informed by the Board that the meeting has been postponed for reasons beyond their control. The new meeting date is now set at a date and time listed below. The regularly scheduled Neighborhood Board Meeting will be held on:

Date: August 10, 2023  
Time: 6:30 pm  
Location: Hauula Community Center  
54-10 Kukuna Rd., Hauula, HI 96716

The residential lot owners are planning to have their homes permitted to build or renovate but an SMA permit is required. No plans for the agricultural lot are being proposed for the SMA permit.

The applicant is requesting for a SMA Permit and the process requires that nearby property owners within the 300 feet radius of the subject property are to be notified of the presentation.

If you have any questions, you may contact me at 808-533-2092 extension 118.

Sincerely,

Roy Irei, Vice-President  
Agent for the Applicant

TMK:530060020001  
YIN SIT SHA SOCIETY  
53-456 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:530060020002  
ROWE,HARLEY D/IOLANDA M U TR  
53-460 KAMEHAMEHA HWY 2  
HAUULA, HI 96717

TMK:530060020003  
SPROAT,KAPUA K Lessee  
JAMES,RUSSELL F II A/S on Lease  
53-462 KAMEHAMEHA HWY 3  
HAUULA, HI 96717

TMK:530060020004  
YIN SIT SHA SOCIETY Fee Owner  
JAMES,RUSSELL F II Lessee  
53-464 KAMEHAMEHA HWY 4  
HAUULA, HI 96717

TMK:53005042  
CHING,GODFREY W K TR EST  
53-452 A KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005027  
VOIGT,KIM  
53-448 A KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005029  
IZU,CLAYTON S TR  
IZU,NADINE E TR  
53-442 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005047  
VISWANATHAN,VIJAY  
RANGWALA,NOVENA A  
53-446 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005031  
KAMEHAMEHA HWY TR  
53-416 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005052  
PUNALUU LANI  
BHARDWAJ,HILDA G V  
53-414 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005007  
NGUYEN,KEN

53-374 B KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005053  
NAKAYAMA,DALE H TR  
NAKAYAMA,DARLENE H TR  
53-408 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005049  
WONG,STEVEN S T TR  
53-424 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005040  
PECKENPAUGH,ROGER M TR  
PECKENPAUGH,JUDY A TR  
53-400 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005037  
AANA,SAU KWAN C TR  
53-396 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005026  
NGUYEN,KEN  
53-374 B KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005025  
NGUYEN,KEN  
53-374 B KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005023  
KAM,ANN M G  
53-472 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005054  
KAM,ANN M G  
53-472 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005055  
KAM,ANN M G  
53-472 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53005022  
YI,KWI S  
4530 Peninsula Point Dr  
Seaside, CA 93955



TMK:53005054  
KAM,ANN M G  
53-472 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006004  
KAM,ANN M G  
53-472 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006005  
CHOY,AGNES K, CHOY,MELVIN K H,  
CHOY,JUDITH N W K, CHOY,DARRYL K H  
53-480 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006003  
WAIONO INVESTMENT  
53-456 A KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006078  
JAMES, RUSSELL  
53-462 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006047  
STATE OF HAWAII  
Kalanimoku Building  
1151 Punchbowl Street  
Honolulu, HI 96813

TMK:53006048001  
PASI,NAOMI A & PASI,AMELIA M  
53-468 KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006048002  
PLAS-TECH LTD  
53-468 A KAMEHAMEHA HWY  
HAUULA, HI 96717

TMK:53006001  
WATERLOO KALIHI INVESTMENTS LLC  
53-470 KAMEHAMEHA HWY  
HAUULA, HI 96717



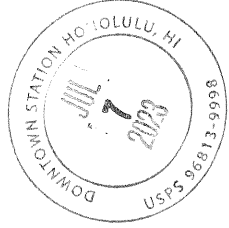
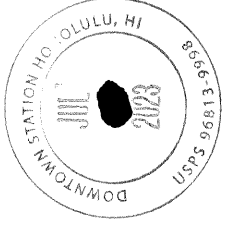
# Certificate of Mailing — Firm

|                                                                                                                          |                                                                                                      |                                                                                                              |                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name and Address of Sender<br><br>Hawaii Engineering Group, Inc.<br>1088 Bishop Street, Suite 2506<br>Honolulu, HI 96813 | TOTAL NO. of Pieces Listed by Sender<br><br><div style="text-align: center; font-size: 2em;">6</div> | TOTAL NO. of Pieces Received at Post Office™<br><br><div style="text-align: center; font-size: 2em;">6</div> | Affix Stamp Here<br>Postmark with Date of Receipt.<br><br><div style="text-align: center;"> <p>U.S. POSTAGE PAID<br/>         HONOLULU, HI<br/>         96813<br/>         JUL 07, 23<br/> <b>\$16.20</b><br/>         R2305M144040-78</p> </div> |
|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| USPS® Tracking Number<br>Firm-specific Identifier | Address<br>(Name, Street, City, State, and ZIP Code™)                                                      | Postage | Fee | Special Handling | Parcel Airlift |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------|---------|-----|------------------|----------------|
| 1. 530060020001                                   | YIN SIT SHA SOCIETY<br>53-456 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                           |         |     |                  |                |
| 2. 530060020002                                   | ROWE, HARLEY D/IOLANDA M U TR<br>53-460 KAMEHAMEHA HWY 2<br>HAUULA, HI 96717                               |         |     |                  |                |
| 3. 530060020003                                   | SPROAT, KAPUA K Lessee<br>JAMES, RUSSELL F II A/S on LS<br>53-462 KAMEHAMEHA HWY 3<br>HAUULA, HI 96717     |         |     |                  |                |
| 4. 530060020004                                   | YIN SIT SHA SOCIETY Fee Owner<br>JAMES, RUSSELL F II Lessee<br>53-464 KAMEHAMEHA HWY 4<br>HAUULA, HI 96717 |         |     |                  |                |
| 5. 53005042                                       | CHING, GODFREY W K TR EST<br>53-452 A KAMEHAMEHA HWY<br>HAUULA, HI 96717                                   |         |     |                  |                |
| 6. 53005027                                       | VOIGT, KIM<br>53-448 A KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                  |         |     |                  |                |



**Certificate of Mailing — Firm**

| Name and Address of Sender                                                             |          | TOTAL NO. of Pieces Listed by Sender                                                       |  | TOTAL NO. of Pieces Received at Post Office™ |     | Affix Stamp Here<br>Postmark with Date of Receipt.                                                                                                                  |                |  |  |
|----------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------|--|----------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--|--|
| Hawaii Engineering Group, Inc.<br>1088 Bishop Street, Suite 2506<br>Honolulu, HI 96813 |          | 6                                                                                          |  | 6                                            |     |   |                |  |  |
| USPS® Tracking Number<br>Firm-specific Identifier                                      |          | Address<br>(Name, Street, City, State, and ZIP Code™)                                      |  | Postage                                      | Fee | Special Handling                                                                                                                                                    | Parcel Airlift |  |  |
| 1.                                                                                     | 53005029 | IZU, CLAYTON S TR<br>IZU, NADINE E TR<br>53-442 KAMEHAMEHA HWY<br>HAUULA, HI 96717         |  |                                              |     |                                                                                                                                                                     |                |  |  |
| 2.                                                                                     | 53005047 | VISWANATHAN, VIJAY<br>RANGWALA, NOVENA A<br>53-446 KAMEHAMEHA HWY<br>HAUULA, HI 96717      |  |                                              |     |                                                                                                                                                                     |                |  |  |
| 3.                                                                                     | 53005031 | KAMEHAMEHA HWY TR<br>53-416 KAMEHAMEHA HWY<br>HAUULA, HI 96717                             |  |                                              |     |                                                                                                                                                                     |                |  |  |
| 4.                                                                                     | 53005052 | PUNALUU LANI<br>BHARDWAJ, HILDA GV<br>53-414 KAMEHAMEHA HWY<br>HAUULA, HI 96717            |  |                                              |     |                                                                                                                                                                     |                |  |  |
| 5.                                                                                     | 53005007 | NGUYEN, KEN<br>53-374 B KAMEHAMEHA HWY<br>HAUULA, HI 96717                                 |  |                                              |     |                                                                                                                                                                     |                |  |  |
| 6.                                                                                     | 53005053 | NAKAYAMA, DALE H TR<br>NAKAYAMA, DARLENE H TR<br>53-408 KAMEHAMEHA HWY<br>HAUULA, HI 96717 |  |                                              |     |                                                                                                                                                                     |                |  |  |

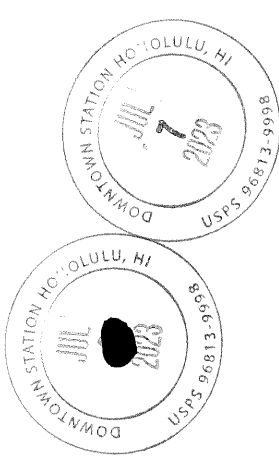
Postmaster, per (name of receiving employee)





**Certificate of Mailing — Firm**

|                                                                                                                      |          |                                                                                                |                                                   |                                                    |     |                  |                |
|----------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------|-----|------------------|----------------|
| Name and Address of Sender<br>Hawaii Engineering Group, Inc.<br>1088 Bishop Street, Suite 2506<br>Honolulu, HI 96813 |          | TOTAL NO. of Pieces Listed by Sender<br>6                                                      | TOTAL NO. of Pieces Received at Post Office™<br>6 | Affix Stamp Here<br>Postmark with Date of Receipt. |     |                  |                |
| USPS® Tracking Number<br>Firm-specific Identifier                                                                    |          | Address<br>(Name, Street, City, State, and ZIP Code™)                                          |                                                   | Postage                                            | Fee | Special Handling | Parcel Airlift |
| 1.                                                                                                                   | 53005049 | WONG, STEVEN S T TR<br>53-424 KAMEHAMEHA HWY<br>HAUULA, HI 96717                               |                                                   |                                                    |     |                  |                |
| 2.                                                                                                                   | 53005040 | PECKENPAUGH, ROGER M TR<br>PECKENPAUGH, JUDY A TR<br>53-400 KAMEHAMEHA HWY<br>HAUULA, HI 96717 |                                                   |                                                    |     |                  |                |
| 3.                                                                                                                   | 53005037 | AANA, SAU KWAN C TR<br>53-396 KAMEHAMEHA HWY<br>HAUULA, HI 96717                               |                                                   |                                                    |     |                  |                |
| 4.                                                                                                                   | 53005026 | NGUYEN, KEN<br>53-374 B KAMEHAMEHA HWY<br>HAUULA, HI 96717                                     |                                                   |                                                    |     |                  |                |
| 5.                                                                                                                   | 53005025 | NGUYEN, KEN<br>53-374 B KAMEHAMEHA HWY<br>HAUULA, HI 96717                                     |                                                   |                                                    |     |                  |                |
| 6.                                                                                                                   | 53005023 | KAM, ANN M G<br>53-472 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                      |                                                   |                                                    |     |                  |                |



Postmaster, per (name of receiving employee)  
*[Signature]*



**Certificate of Mailing — Firm**

| Name and Address of Sender                                                             |          | TOTAL NO. of Pieces Listed by Sender                                                                                  |  | TOTAL NO. of Pieces Received at Post Office™ |     | Affix Stamp Here<br>Postmark with Date of Receipt. |        |         |  |
|----------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------|-----|----------------------------------------------------|--------|---------|--|
| USPS® Tracking Number<br>Firm-specific Identifier                                      |          | Address<br>(Name, Street, City, State, and ZIP Code™)                                                                 |  | Postage                                      | Fee | Special Handling                                   | Parcel | Airlift |  |
| Hawaii Engineering Group, Inc.<br>1088 Bishop Street, Suite 2506<br>Honolulu, HI 96813 |          | 6                                                                                                                     |  | 6                                            |     |                                                    |        |         |  |
| Postmaster, per (name of receiving employee)                                           |          | S. S.                                                                                                                 |  |                                              |     |                                                    |        |         |  |
| 1.                                                                                     | 53005054 | KAM, ANN M G<br>53-472 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                             |  |                                              |     |                                                    |        |         |  |
| 2.                                                                                     | 53005055 | KAM, ANN M G<br>53-472 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                             |  |                                              |     |                                                    |        |         |  |
| 3.                                                                                     | 53005022 | YI, KWIL S<br>4530 Peninsula Point Dr<br>Seaside, CA 93955                                                            |  |                                              |     |                                                    |        |         |  |
| 4.                                                                                     | 53005054 | KAM, ANN M G<br>53-472 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                             |  |                                              |     |                                                    |        |         |  |
| 5.                                                                                     | 53006004 | KAM, ANN M G<br>53-472 KAMEHAMEHA HWY<br>HAUULA, HI 96717                                                             |  |                                              |     |                                                    |        |         |  |
| 6.                                                                                     | 53006005 | CHOY, AGNES K, CHOY, MELVIN K H,<br>CHOY, JUDITH N W K, CHOY, DARRYL K H<br>53-480 KAMEHAMEHA HWY<br>HAUULA, HI 96717 |  |                                              |     |                                                    |        |         |  |



**Certificate of Mailing — Firm**

| Name and Address of Sender                                                             |             | TOTAL NO. of Pieces Listed by Sender                                                  | TOTAL NO. of Pieces Received at Post Office™ | Affix Stamp Here<br>Postmark with Date of Receipt. |     |                  |                |
|----------------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------------|-----|------------------|----------------|
| Hawaii Engineering Group, Inc.<br>1088 Bishop Street, Suite 2506<br>Honolulu, HI 96813 |             | 6                                                                                     | 6                                            |                                                    |     |                  |                |
| USPS® Tracking Number<br>Firm-specific Identifier                                      |             | Postmaster, per (name of receiving employee)<br>                                      |                                              | Postage                                            | Fee | Special Handling | Parcel Airlift |
| 1.                                                                                     | 53006003    | WAIONO INVESTMENT<br>53-456 A KAMEHAMEHA HWY<br>HAUULA, HI 96717                      |                                              |                                                    |     |                  |                |
| 2.                                                                                     | 53006078    | JAMES, RUSSELL<br>53-462 KAMEHAMEHA HWY<br>HAUULA, HI 96717                           |                                              |                                                    |     |                  |                |
| 3.                                                                                     | 53006047    | STATE OF HAWAII<br>Kalanimoku Building<br>1151 Punchbowl Street<br>Honolulu, HI 96813 |                                              |                                                    |     |                  |                |
| 4.                                                                                     | 53006048001 | PASJNAOMI A & PASJAMELIA M<br>53-468 KAMEHAMEHA HWY<br>HAUULA, HI 96717               |                                              |                                                    |     |                  |                |
| 5.                                                                                     | 53006048002 | PLAS-TECH LTD<br>53-468 A KAMEHAMEHA HWY<br>HAUULA, HI 96717                          |                                              |                                                    |     |                  |                |
| 6.                                                                                     | 53006001    | WATERLOO KALIHI INVESTMENTS<br>LLC<br>53-470 KAMEHAMEHA HWY<br>HAUULA, HI 96717       |                                              |                                                    |     |                  |                |



Page Intentionally Left Blank

# Community Presentation

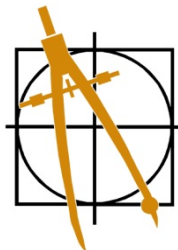
Page Intentionally Left Blank





# Hawaii Engineering Group, Inc.

Civil & Structural Consulting Engineers & Land Surveyors



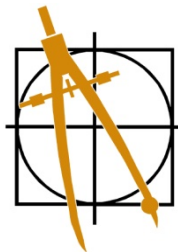
Hawaii Engineering Group, Inc.  
[www.hawaiiengineering.net](http://www.hawaiiengineering.net)

# Kahena Wai Estates / SMA Use Permit



Hawaii Engineering Group, Inc.  
[www.hawaiiengineering.net](http://www.hawaiiengineering.net)

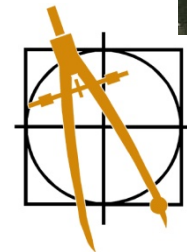
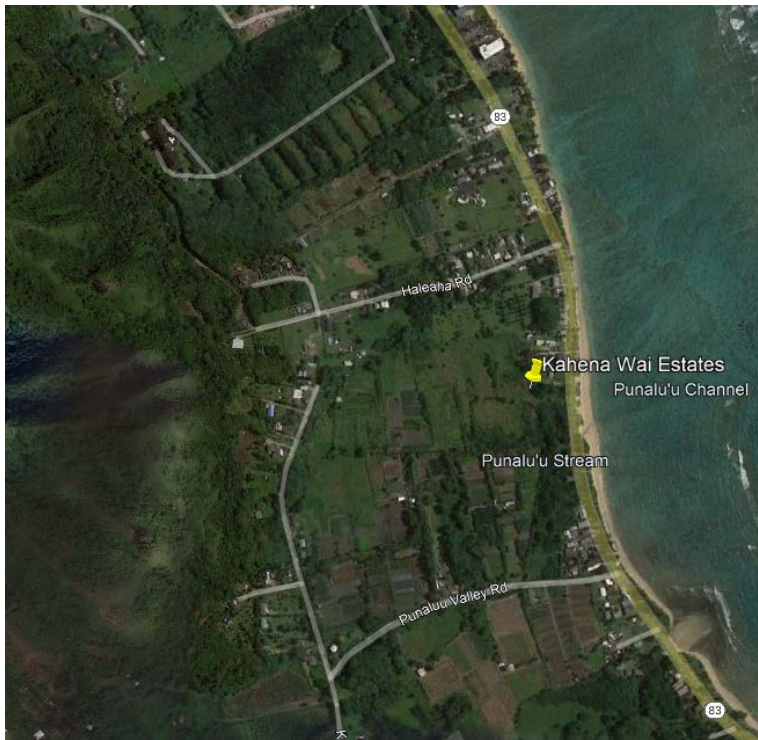
- **Applicant/Recorded Fee Owner:** Kahena Wai Estates, LLC and Various  
87-070 Farrington Hwy, Suite 303  
Waianae, HI 96792
- **Agent:** Hawaii Engineering Group, Inc.  
1088 Bishop St, Suite 2506  
Honolulu, HI 96813  
Contact: Roy Irei, VP
- **Project Location:** 53-428 to 53-458 Kamehameha Hwy  
Hau'ula, Hawai'i 96717 (*Figure 2-1*)
- **Tax Map Key (TMK) Parcels:** TMK Parcels: (1) 5-3-005: 070





# Site Location

- Address: 53-428 to 53-458 Kamehameha Hwy, Hau'ula, Hawai'i 96717
- Tax Map Key: (1) 5-3-005: 030
- Area: Total property area is approximately 4.7625 Acres.





## PROJECT INFORMATION:

ADDRESS:  
53-428 TO 53-458 KAMEHAMEHA HWY.  
HAUULA, HI 96717

TMK:  
5-3-005:030, 4.7625 ACRES

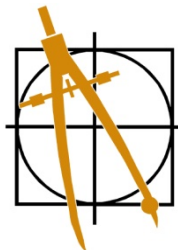
ZONING:  
AG-2 & R-5 (R-5 @ NEW LOCATION)

FLOOD INSURANCE RATE MAP ZONE:  
AE/VE/X  
SMA & UIC -YES

|        | Lot Size | Living Area |            |                       |
|--------|----------|-------------|------------|-----------------------|
| Unit 1 | 4841 SF  | 360 SF      | Harding    | Owner Occupied        |
| Unit 2 | 4820 SF  | 550 SF      | Miramontes | Owner Occupied        |
| Unit 3 | 3997 SF  | 678 SF      | Haines     | Owner Occupied        |
| Unit 4 | 4171 SF  | 2071 SF     | Brahmbhatt | future Owner Occupant |
| Unit 5 | 4099 SF  | 550 SF      | Nicholson  | future Owner Occupant |
| Unit 7 | 8408 SF  | 678 SF      | Wang       | future Owner Occupant |
| Unit 8 | 7684 SF  | 738 SF      | Oba        | Owner Occupied        |
| Unit 9 | 10333 SF | 678 SF      | Kahena Wai | vacant                |

## Situation:

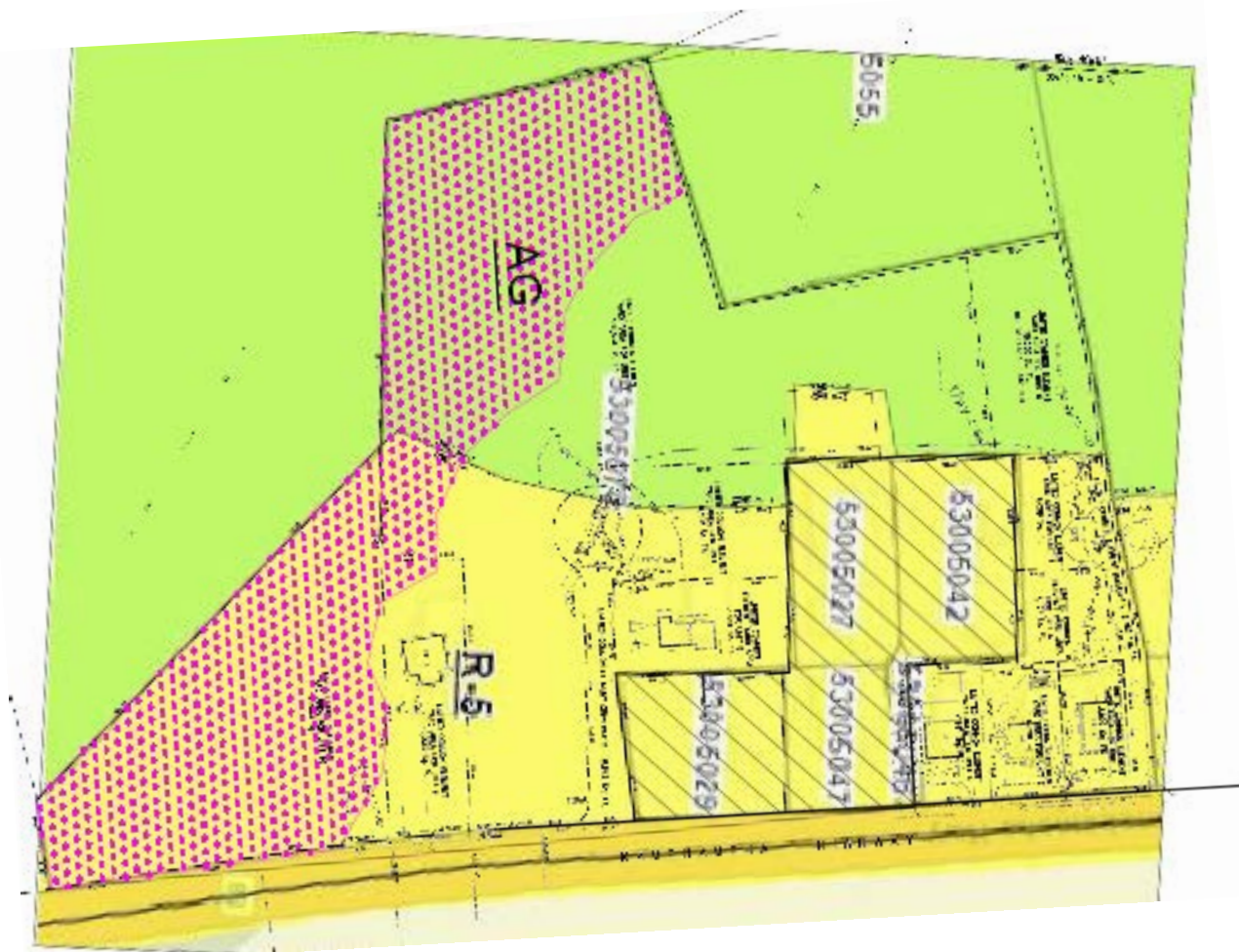
1. Property is in a SMA zone
2. Current owners wants to perform minor renovation
3. Current owners wants to construct new dwelling unit
4. Future owners want to build a simple home
5. All future work needs an EA & SMA Permit
6. Current EA and SMA only for the R-5 units, no proposed work in Ag



Hawaii Engineering Group, Inc.  
[www.hawaiiengineering.net](http://www.hawaiiengineering.net)



# Zoning Map with Approximate Wetland



Hawaii Engineering Group, Inc.  
[www.hawaiiengineering.net](http://www.hawaiiengineering.net)

# Unit 1 – Existing Dwelling

## UNIT #1 SUMMARY:

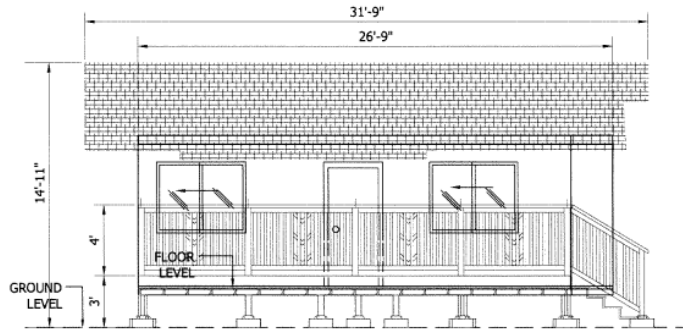
53-450 KAM HWY.  
HAUULA, HI 96717

### PROJECT SUMMARY:

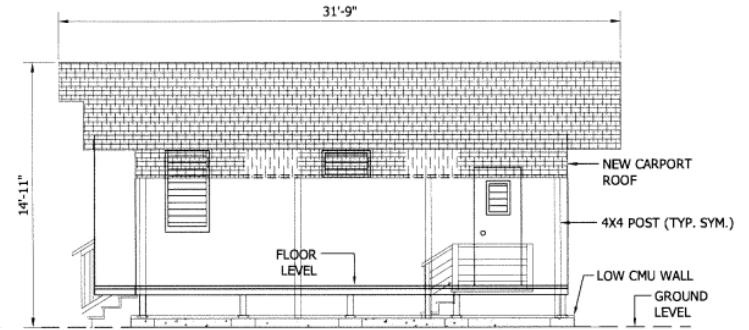
|                    |           |
|--------------------|-----------|
| EXIST. LIVING AREA | 360 SF.   |
| EXIST. OPEN DECK   | 144 SF.   |
| EXIST. CARPORT     | 342 SF.   |
| TOTAL:             | 846 SF.   |
| TOTAL LIVING AREA: | 360 SF.   |
| LOT SIZE:          | 4,841 SF. |
| PERCENTAGE OF LOT: | 7.5 %     |

### CONSTRUCTION NOTES:

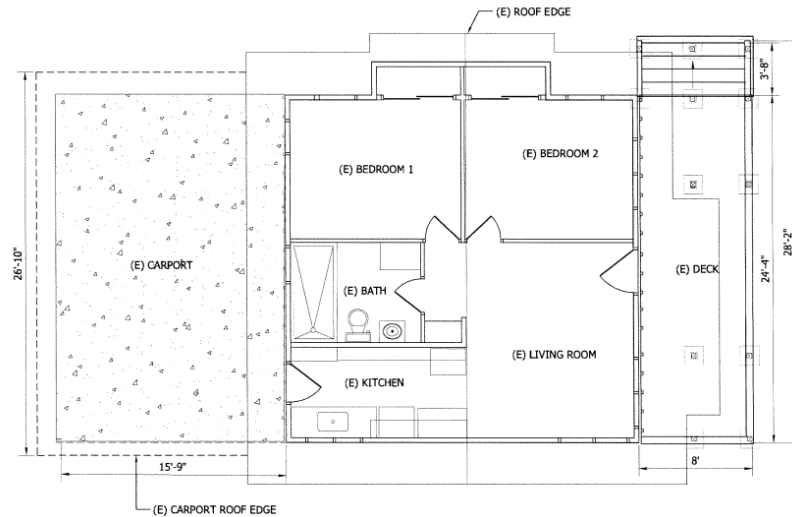
1. SINGLE WALL CONSTRUCTION
2. POST & BLOCK FOUNDATION
3. COMPOSITE ASPHALT SHINGLE ROOF
4. COMPACTED GRAVEL DRIVEWAY



4 FRONT ELEVATION  
1/4" = 1'-0"



5 BACK ELEVATION  
1/4" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #1 - 53-450 KAMEHAMEHA HWY.  
1/4" = 1'-0"



Hawaii Engineering Group, Inc.  
www.hawaiiengineering.net

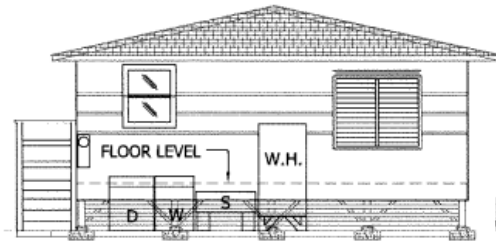
# Unit 2 – Existing Dwelling

## UNIT #2 SUMMARY:

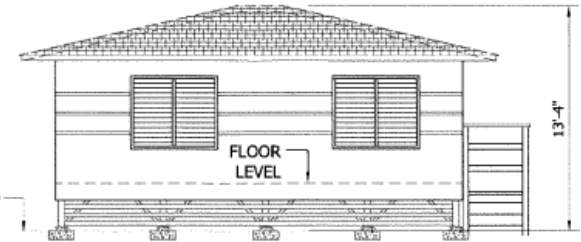
53-452 KAM HWY.  
HAUULA, HI 96717

### PROJECT SUMMARY:

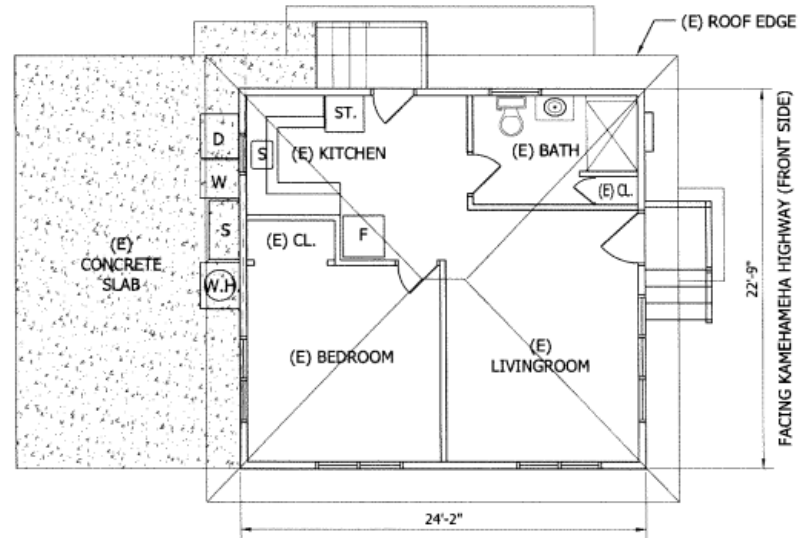
|                       |           |
|-----------------------|-----------|
| EXIST. LIVING AREA    | 550 SF.   |
| EXIST. OPEN CONC. FL. | 335 SF.   |
| EXIST. PORCH          | 55 SF.    |
| TOTAL:                | 940 SF.   |
| TOTAL LIVING AREA:    | 550 SF.   |
| LOT SIZE:             | 4,820 SF. |
| PERCENTAGE OF LOT:    | 11.5%     |



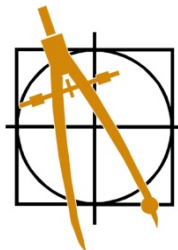
4 BACK ELEVATION  
3/16" = 1'-0"



5 LEFT ELEVATION  
3/16" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #2 - 53-452 KAMEHAMEHA HWY.  
3/16" = 1'-0"



Hawaii Engineering Group, Inc.  
www.hawaiiengineering.net



# Unit 3 – Existing Dwelling

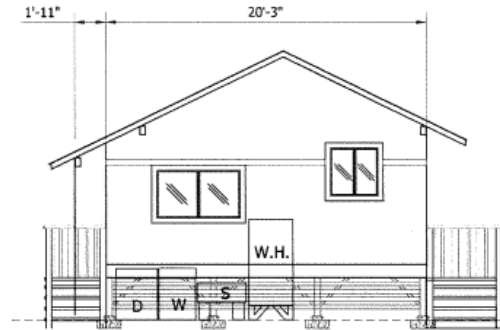
## UNIT #3 SUMMARY:

53-458 KAM HWY.  
HAUULA, HI 96717

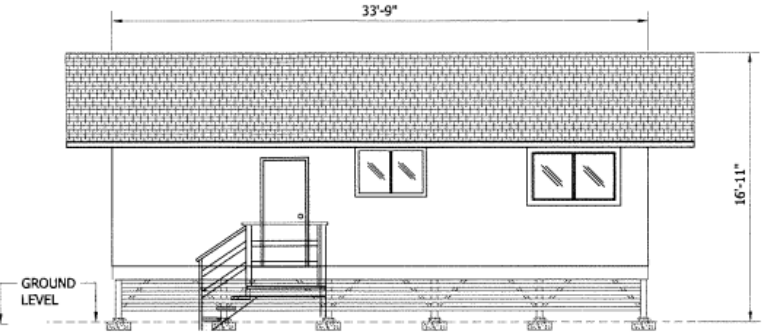
### PROJECT SUMMARY:

|                    |           |
|--------------------|-----------|
| EXIST. LIVING AREA | 678 SF.   |
| TOTAL:             | 678 SF.   |
| TOTAL LIVING AREA: | 678 SF.   |
| LOT SIZE:          | 3,997 SF. |
| PERCENTAGE OF LOT: | 17.0 %    |

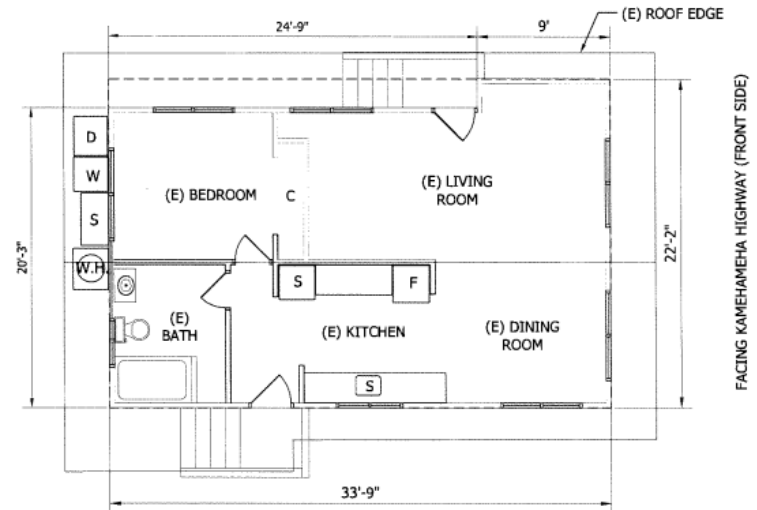
CONSTRUCTION NOTES:



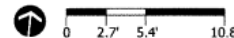
4 BACK ELEVATION  
3/16" = 1'-0"



5 LEFT ELEVATION  
3/16" = 1'-0"

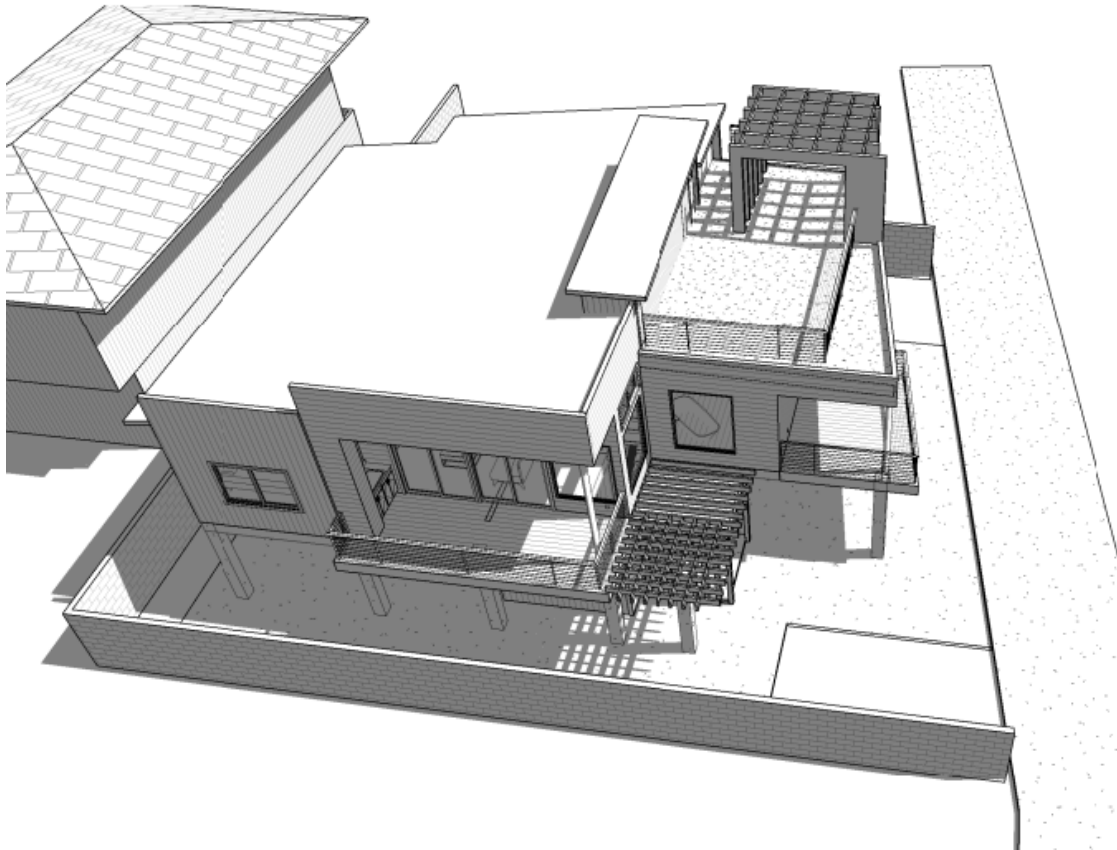


1 LIMITED COMMON ELEMENT UNIT #3 - 53-458 KAMEHAMEHA HWY.  
3/16" = 1'-0"



Hawaii Engineering Group, Inc.  
www.hawaiiengineering.net

# Unit 4 – Proposed Dwelling



TMK: 5-3-005.070 CPR LOT #4  
 LOT AREA: 211,397 SF (LOT #4: 4,171 SF)  
 ZONING: R-5 / AG-2

MAXIMUM BUILDING AREA ALLOWED(50%) LOT #4: 2,085.5 SF

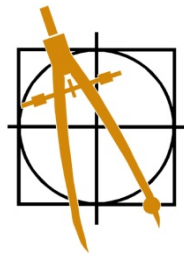
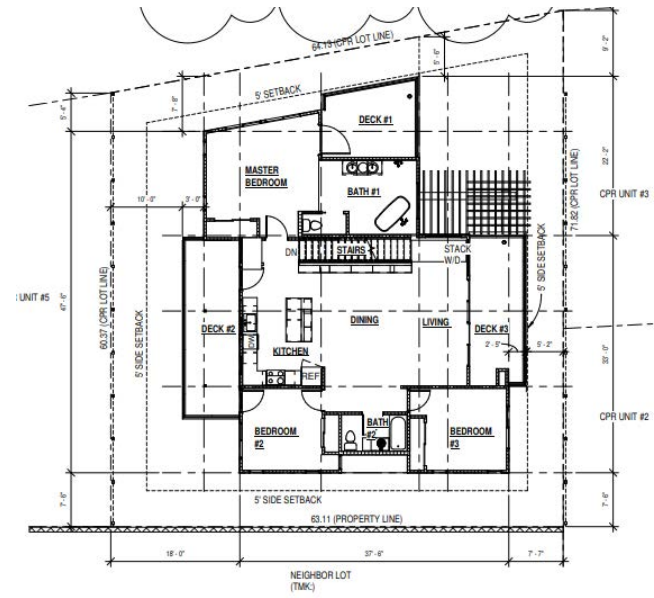
**BUILDING AREA:**  
 SINGLE FAMILY DWELLING 2071.18. SF

**FLOOR AREA:**  
 SINGLE FAMILY DWELLING 350.00 SF (LOWER)  
 1,874.73 SF (MAIN)  
**TOTAL** 2,124.73 SF 0.51 < 0.6 FAR

NO ADDITIONAL REQUIREMENT PER BILL 57 / ORD 20-43.

**BATHROOM COUNTS**  
 SINGLE FAMILY DWELLING 2 BATH  
 MAX ALLOW PER BILL 57 / ORD 20-43 4 BATH PER UNIT

**PARKING FOR 2,124.73 SF**  
 PARKING PER BILL 2 / ORD 20-41  
 REQUIRED 2 PROVIDED 3 COVERED



Hawaii Engineering Group, Inc.  
[www.hawaiiengineering.net](http://www.hawaiiengineering.net)

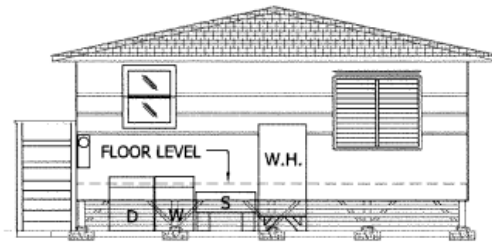
# Unit 5 – Proposed Dwelling

## UNIT #2 SUMMARY:

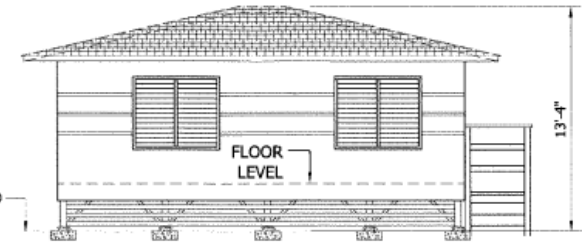
53-452 KAM HWY.  
HAUULA, HI 96717

### PROJECT SUMMARY:

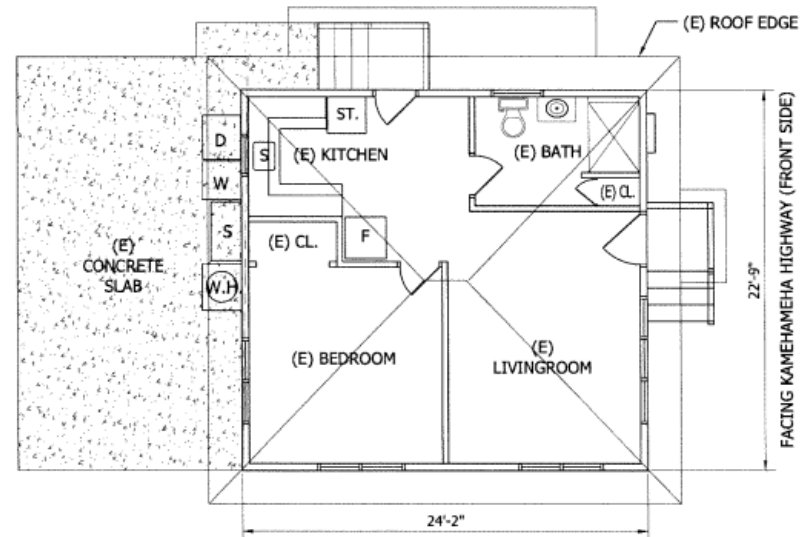
|                       |           |
|-----------------------|-----------|
| EXIST. LIVING AREA    | 550 SF.   |
| EXIST. OPEN CONC. FL. | 335 SF.   |
| EXIST. PORCH          | 55 SF.    |
| TOTAL:                | 940 SF.   |
| TOTAL LIVING AREA:    | 550 SF.   |
| LOT SIZE:             | 4,820 SF. |
| PERCENTAGE OF LOT:    | 11.5%     |



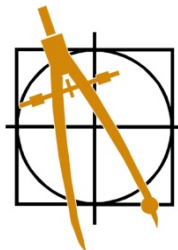
4 BACK ELEVATION  
3/16" = 1'-0"



5 LEFT ELEVATION  
3/16" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #2 - 53-452 KAMEHAMEHA HWY.  
3/16" = 1'-0"



Hawaii Engineering Group, Inc.  
[www.hawaiiengineering.net](http://www.hawaiiengineering.net)



# Unit 7 – Proposed Dwelling Unit

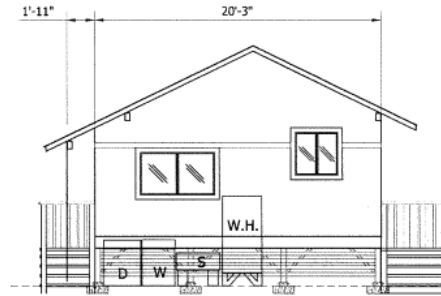
## UNIT #3 SUMMARY:

53-458 KAM HWY.  
HAUULA, HI 96717

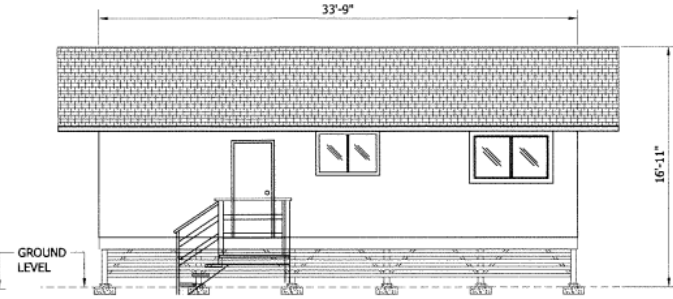
### PROJECT SUMMARY:

|                    |           |
|--------------------|-----------|
| EXIST. LIVING AREA | 678 SF.   |
| TOTAL:             | 678 SF.   |
| TOTAL LIVING AREA: | 678 SF.   |
| LOT SIZE:          | 3,997 SF. |
| PERCENTAGE OF LOT: | 17.0 %    |

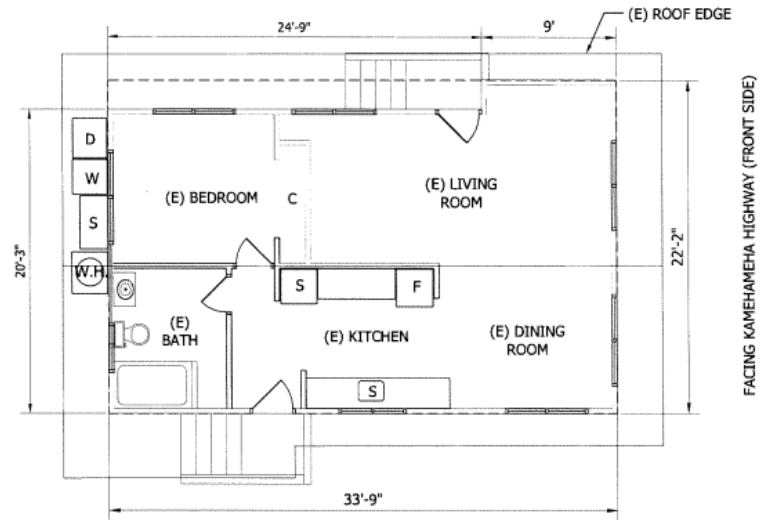
CONSTRUCTION NOTES:



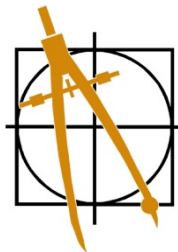
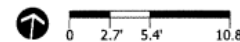
4 BACK ELEVATION  
3/16" = 1'-0"



5 LEFT ELEVATION  
3/16" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #3 - 53-458 KAMEHAMEHA HWY.  
3/16" = 1'-0"



Hawaii Engineering Group, Inc.  
www.hawaiiengineering.net

# Unit 8 – Existing Dwelling Unit

## UNIT SUMMARY:

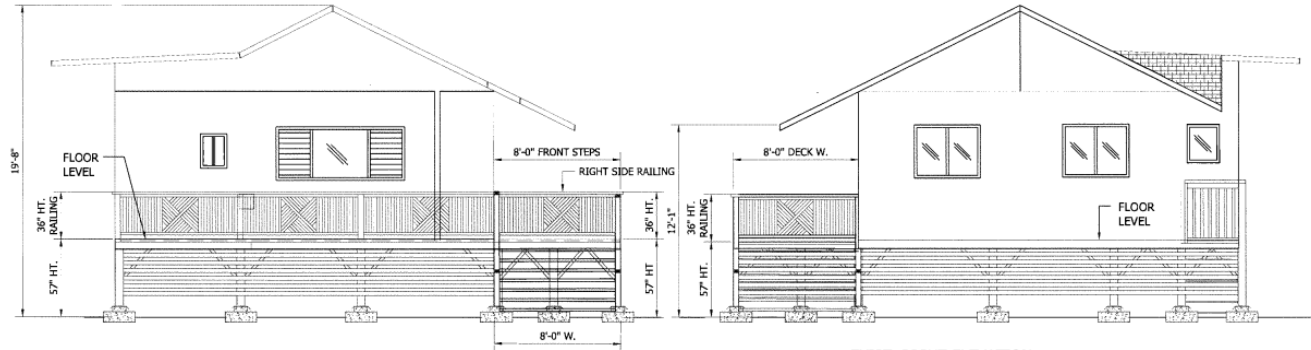
53-440 KAM HWY.  
HAUULA, HI 96717

### PROJECT SUMMARY:

|                         |             |
|-------------------------|-------------|
| EXIST. LIVING AREA      | 738 SF.     |
| EXIST. CARPORT/CONC.FL. | 270 SF.     |
| EXIST. TOTAL:           | 1,008 SF.   |
| NEW DECK AREA:          | 528 SF.     |
| NEW TOTAL:              | 1,516 SF.   |
| TOTAL LIVING AREA:      | 738 SF.     |
| LOT SIZE IN ACRES:      | 4.7625 AC.  |
| LOT SIZE IN SF.:        | 207,454 SF. |
| PERCENTAGE OF LOT:      | .01 %       |

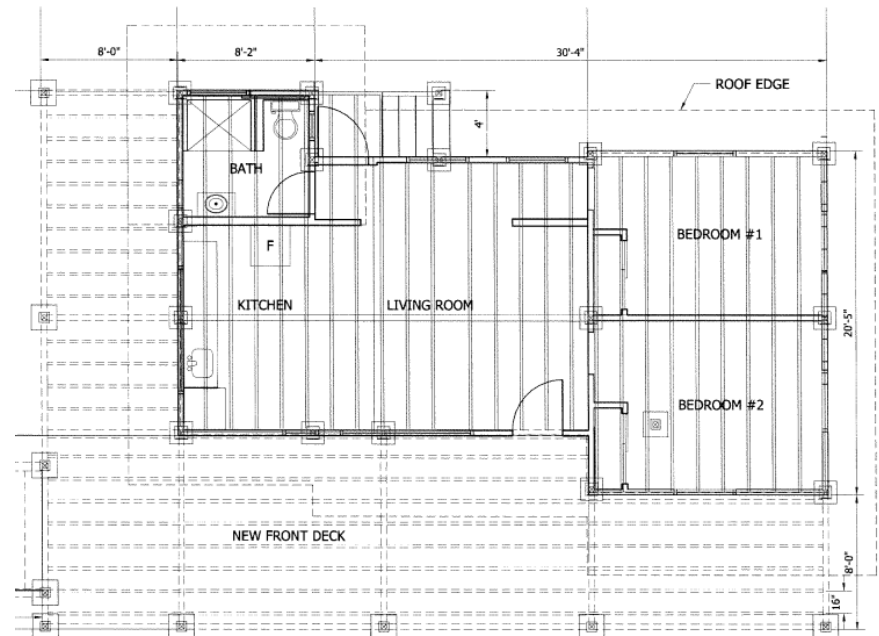
### CONSTRUCTION NOTES:

1. SINGLE WALL CONSTRUCTION
2. POST & BLOCK FOUNDATION
3. COMPOSITE ASPHALT SHINGLE ROOF
4. COMPACTED GRAVEL DRIVEWAY



3 EXIST. LEFT ELEVATION  
1/4" = 1'-0"

4 EXIST. RIGHT ELEVATION  
1/4" = 1'-0"



Hawaii Engineering Group, Inc.  
www.hawaiiengineering.net

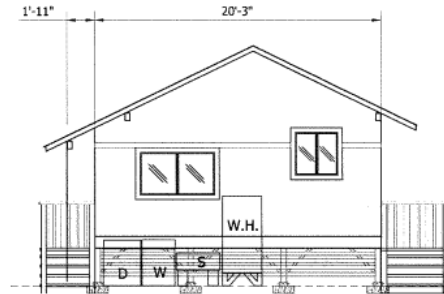
# Unit 9 – Proposed Dwelling Unit

**UNIT #3 SUMMARY:**

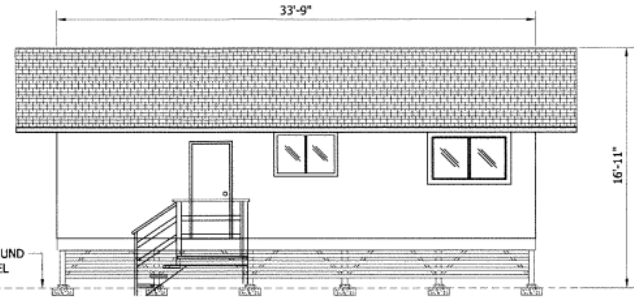
53-458 KAM HWY.  
HAUULA, HI 96717

|                         |           |
|-------------------------|-----------|
| <b>PROJECT SUMMARY:</b> |           |
| EXIST. LIVING AREA      | 678 SF.   |
| TOTAL:                  | 678 SF.   |
| TOTAL LIVING AREA:      | 678 SF.   |
| LOT SIZE:               | 3,997 SF. |
| PERCENTAGE OF LOT:      | 17.0 %    |

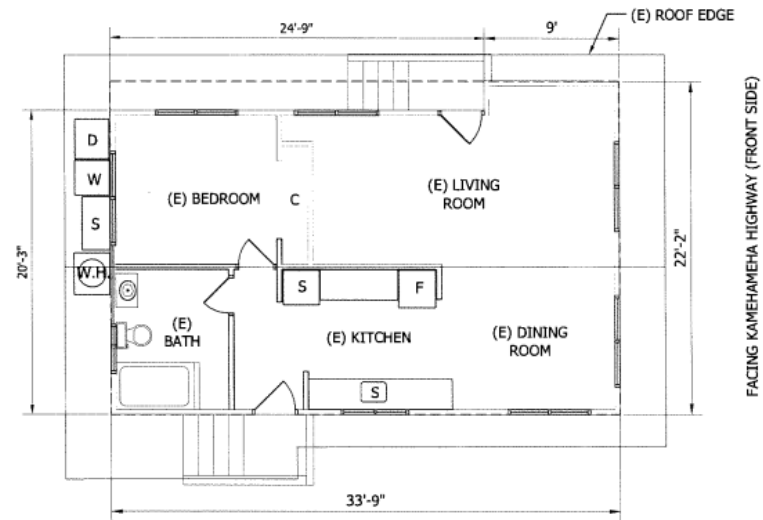
CONSTRUCTION NOTES:



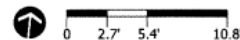
4 BACK ELEVATION  
3/16" = 1'-0"



5 LEFT ELEVATION  
3/16" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #3 - 53-458 KAMEHAMEHA HWY.  
3/16" = 1'-0"



Hawaii Engineering Group, Inc.  
www.hawaiiengineering.net



Page Intentionally Left Blank

**From:** Roy Irei roy@hawaiiengineering.net  
**Subject:** Fw: Koolauloa NB Agendas and Minutes  
**Date:** August 4, 2023 at 10:04 AM  
**To:** charles@hewlengroup.com, Nishal Brahmhatt b.nishal@gmail.com, Karl Bromwell karlbromwell@gmail.com, Jeremy Moncur jeremy@stapleshawaii.com



Hi Charles,  
Reminding all of the NHB meeting on August 10, 2023 at Hauula Community Center.

I will also send you a Letter of Authorization for all the owners to sign on my next email.

Thanks,

Roy Irei  
Vice-President – Telecom Division  
**Hawaii Engineering Group, Inc.**  
1088 Bishop Street, Suite 2506  
Honolulu, HI 96813  
Phone 808.533.2092 ext 118 • Cell 808.460.0006 • Fax 808.533.2059  
Email: [roy@hawaiiengineering.net](mailto:roy@hawaiiengineering.net)  
Web: [www.hawaiiengineering.net](http://www.hawaiiengineering.net)

NOTICE: This message, including all attachments transmitted with it, is for the use of the addressee only. It may contain proprietary, confidential and/or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you are not the intended recipient, you must not, directly or indirectly, use, disclose, distribute, print or copy any part of this message. If you believe you have received this message in error, please delete it and all copies of it from your system and notify the sender immediately by reply e-mail. Thank you.

ELECTRONIC AGREEMENT NOTICE: The electronic (CAD) drawings, calculations, spreadsheets and other data included in this email message is intended for the exclusive use of the intended recipient(s). Information attached to this email may be incomplete or may be materially altered by transfer between computers, even if the recipient's computer is identical to the one used by Hawaii Engineering Group, Inc. Use of this information, data and files shall constitute an assumption of all risk by the user. Hawaii Engineering Group, Inc. accepts no responsibility or liability.

---

**From:** webmaster@honolulu.gov <webmaster@honolulu.gov>  
**Sent:** Friday, August 4, 2023 9:43 AM  
**To:** Roy Irei <roy@hawaiiengineering.net>  
**Subject:** Koolauloa NB Agendas and Minutes

Having trouble viewing this email? [Click here to view as a webpage.](#)



**Honolulu.gov**  
City and County of Honolulu

## KO`OLAULOA NEIGHBORHOOD BOARD NO. 28

 [July 2023 Agenda](#)

**INITIAL CONVENING MEETING AGENDA**  
**THURSDAY, AUGUST 10, 2023**

**6:30 P.M. VIA IN PERSON AND WEBEX**

**IN PERSON LOCATION:**

Hau'ula Community Center 54-10 Kukuna Rd., Hau'ula, HI 96717

**WEBEX:**

**Meeting link:** <https://cchnl.webex.com/cchnl/j.php?MTID=m061cb8003676ee9e8cf416f1516f36ef>

**Meeting Number/Access Code:** 2487 444 8528 **Password:** KNR#28 (562028 from phone and video systems)

meeting number/access code: 2487 111 8529 Password: K1N6Z0 (062020 from phones and video systems)

Join by video system: Dial [24871118529@cchnl.webex.com](https://cchnl.webex.com). You can also dial 173.243.2.68 and enter your meeting number.

Join by phone: +1-408-418-9388 Access code: 2487 111 8529

Rules of Speaking: To ensure the maximum opportunity for all attendees to be heard, the following guidelines apply: Those joining the meeting are reminded to mute their microphone. Anyone wishing to speak is asked to type their question in the chat box or raise their hand using the "raise hand" function in the online meeting platform - which is indicated by a hand or unmute yourself at the appropriate time as indicated by the chair. If accessing the meeting using your phone and you have a comment, indicate this by pressing the symbols \*9 – this will show the moderator that the person calling from that number wishes to speak. To mute/unmute your phone, press \*6. Please wait until recognized by the chair to begin. All comments, concerns, or questions shall be two (2) minutes or less.

Please Kōkua: To help all attendees the opportunity to hear presentations & comments, please place your device on mute until you would like to speak. When you are recognized, unmute yourself and make your comments.

Note: The Board may take action on any agenda item. As required by the State Sunshine Law (HRS 92), specific issues not noted on this agenda cannot be voted on, unless added to the agenda. A two-thirds vote (5) of this 9-member Board is needed to add an item to the agenda. Items may not be added if they are of major importance and will affect a significant number of people.

I. CALL TO ORDER – Chair Pro-Tem Pane Meatoga III

A. Swearing in of all remaining board members who did not attend the 2023-2025 installation

II. ELECTION OF OFFICERS – All officers are required to be voted on by roll call quorum vote

- A. Chair
- B. Vice Chair
- C. Secretary
- D. Treasurer

III. CITY/STATE MONTHLY REPORTS

- A. Honolulu Fire Department (HFD)
- B. Honolulu Police Department (HPD)
- C. United States Army

IV. FILLING OF VACANCIES

A. Sub District 1 (1 vacancy); Sub District 2 (2 vacancies); Sub District 3 (2 vacancies)

V. INITIAL CONVENING PROCEDURES

A. Determination of Meeting Date/Time/Location/Format – In person and WebEx

B. Board Recess Schedule – Up to three (3) per year

C. Rules of Speaking and Time Limits – Two (2) minutes or less for all questions, comments and concerns/Eight (8) minutes or less for presentations

D. Formation of Committees - NP §2-14-124[a]: The Board may establish committees. If any Board Member is interested in serving on a committee; please inform the Chair.

E. To consider the conversion of Sub District Seats to At-Large Seats (Discussion Only)

VI. GOVERNMENT REPORTS (Three (3) minute limit per speaker.

A. Mayor Rick Blangiardi's Representative – Cat Taschner <https://www8honolulu.gov/mayor>

B. Councilmember Matt Weyer or Staffer [mweyer@honolulu.gov](mailto:mweyer@honolulu.gov)

C. US House of Representatives- Congresswoman Jill Tokuda or Staffer [www.tokuda.house.gov](http://www.tokuda.house.gov)

D. Governor's Representative – Crystal Kionia <https://governor.hawaii.gov>

E. State Senator – Senator Brenton Awa or Staffer [sennawa@capitol.hawaii.gov](mailto:sennawa@capitol.hawaii.gov)

F. State House Representative – Representative Sean Quinlan or Staffer [repquinlan@capitol.hawaii.gov](mailto:repquinlan@capitol.hawaii.gov)

VII. PRESENTATIONS- Eight (8) minute limit per presentation.

A. Special Management Area Use Permit: Location: 55-133 Kamehameha Hwy, Laie 96762, Construction dates: Fall 2023-Fall 2024, Type of Project: Demolition of existing single-family residence and construction of a new single-family residence. Presenter: Rachel Okoji/Gabrielle Sumner

B. Special Management Area Use Permit: Kahena Wai Estates - Presenter- Roy Irei

VIII. BOARD BUSINESS

A. Adoption of resolution regarding Kahena Wai Estate - Presenter: Lorraine Matagi

B. Adoption of resolution to support the release of \$2.75 million of City Funds by the Mayor for the Ko'olauloa Resilience Hub – Presenter Dotty Kelly-Paddock

IX. PUBLIC INPUT/COMMUNITY ANNOUNCEMENTS (Two (2) Minute Limit per Speaker)

X. APPROVAL OF THE REGULAR MINUTES

A. Approval of Thursday, November 11, 2021; January 13, 2022; April 13, 2023; and June 8, 2023 Meeting minutes

XI. \$1000 FOR BOARD OUTREACH

XII. BOARD ANNOUNCEMENTS

A. The next meeting is scheduled for Thursday, September 14, 2023, 6:30 p.m.

XIII. ADJOURNMENT

---

Ko'olauloa Neighborhood Board

A mailing list is maintained for interested persons and agencies to receive this board's agendas and minutes. Additions, deletions, and corrections to the list may be directed to the Neighborhood Commission Office (NCO) at Kapālama Hale, 925 Dillingham Boulevard, Suite 160, Honolulu, HI 96817; Telephone 1(808) 768-3710 Fax (808) 768-3710 between 8:00 a.m. and 4:00 p.m. or call Neighborhood Assistant Judi-Ann Smith-Kauhane at (808) 768-3705 or email [j.smith-kauhane@honolulu.gov](mailto:j.smith-kauhane@honolulu.gov). Agendas and minutes are also available on our website at [www.honolulu.gov/nco](http://www.honolulu.gov/nco).

All written testimony must be received in the Neighborhood Commission Office 48 hours prior to the meeting. If within 48 hours, written and/or oral testimony may be submitted directly to the board at the meeting. If submitting written testimony, please note the board and agenda item(s) your testimony concerns. Send to: Neighborhood Commission Office, 925 Dillingham Boulevard, Suite 160 Honolulu, Hawaii 96817. Fax: (808) 768-3711. Email:



If you need an auxiliary aid/service or other accommodation due to a disability or an interpreter for a language other than English, please call the Neighborhood Commission Office at 1 (808) 768-3710 between 8:00 a.m. and 4:00 p.m. or send an e-mail [nco@honolulu.gov](mailto:nco@honolulu.gov) at least (3) business days before the scheduled meeting. It may not be possible to fulfill requests received after this date.

## KO'OLAULOA NEIGHBORHOOD BOARD NO. 28

### [June 2023 Minutes](#)

#### REGULAR MEETING MINUTES

THURSDAY, JUNE 8, 2023

#### HAU'ULA COMMUNITY CENTER AND WEBEX PLATFORM

(00:02:00) CALL TO ORDER: Member Dotty Kelly-Paddock called the meeting to order at 6:32 p.m. Quorum was not established with five (5) members present. Note – This 11-member Board requires six (6) members to establish quorum and take official Board action.

Members Present: Stephanie Vaioleti, Atalina Pasi, Failautusi Avegalio Jr., Dotty Kelly-Paddock and, Deedee Letts. Member(s) Absent: Pane Meatoga, David Fonoimoana, Lice Niu, CM Polvado, Lorraine Matagi and, Jacob Nihipali. Guests: Captain Daniel Lauro (Honolulu Fire Department); Lieutenant Sanford Yue and Officer Jarret Atkins (Honolulu Police Department); Crystal Kionia (Governor Josh Green); Letani Peltier (Councilmember Matt Weyer); Mona Curry, Clayton Tzu, Gary Choy, Gabrielle Sumner, Mark Howland, Bonnie Wooten, Ella Siroscopy, Melodie Aduja, Malia, Tif, Terry Galpin, Gloria Borland, Rachel, Susan Stanley, Wanda Kamaouha, Robert Armstrong, Dave Krupp, Melodie Aduja, and KC Connors (Residents); Judi-Ann Smith-Kauhane (Neighborhood Commission Office). Note: Name was not included if not legible. Total Participants: 28.

(00:13:26) HONOLULU FIRE DEPARTMENT (HFD): Captain Daniel Lauro reported the following:

- May 2023 Statistics: 1 Wildland/Brush Fire; 2 Nuisance Fires; 4 Activated Alarms; 31 Medical Calls; 3 Motor Vehicle Crash/Collisions; and, 1 Ocean rescues.

- June 2023 Safety Tip: Wildland Fire Season Safety Tips. For more information, please visit <https://fire.honolulu.gov/>

- Updates: Captain Lauro gave updates from the April 2023 meeting.

Questions, comments, and concerns followed: Emergency Services: Resident Connors asked what is the safety factor of the Ko'olauloa area if vacation rentals are not properly equipped with emergency safety kits and proper emergency procedures. Captain Lauro responded; HPD does not have any enforcement powers on illegal vacation rentals, they respond to everyone in the community.

(00:18:00) HONOLULU POLICE DEPARTMENT (HPD): Lieutenant Sanford Yue reported the following:

May/ April 2023 Statistics: 1/3 Motor Vehicle Thefts; 0/3 Burglaries; 11/15 Thefts; 5/15 Unauthorized Entry to a Motor Vehicle; 0/1 Robberies. For more information, please visit <http://www.honolulu.org>.

Questions, comments, and concerns followed:

1. Illegal Camping: Member Letts commented during the upcoming summer months, there are lots of reports regarding illegal camping by areas with out proper restroom facilities. Lieutenant Sandford responded, he will pass this concern to the rest of his department. If anyone sees illegal camping activities call 911.

2. HPD Statistics: Resident asked what is HPD doing right for the stats to go down in the community. Lieutenant Sanford responded, if the right person gets arrested, usually the crime will decrease.

BOARD OF WATER SUPPLY: Steven Nordstrom from BWS sent the Neighborhood Commissions Office via email the monthly report for June 2023:

- No main breaks to report for May 2023

- The Board of Water Supply (BWS) works hard to ensure that the water served to our customers is safe to drink.

Each year, the BWS conducts thousands of tests on the water sources and distribution system to ensure that municipal water meets or exceeds all federal and state safe drinking water standards. The results of those tests are shared with customers in our annual water quality report. This report will be mailed to all customers by July 1st. Digital copies and additional water quality information are available at [www.boardofwatersupply.com](http://www.boardofwatersupply.com). You may also call 808-748-5041 for more information.

(0022:05) UNITED STATES ARMY: No representative present, no report given.

#### BOARD BUSINESS:

(00:22:22) Recognition of Board Member Dee Dee Letts: Presenters Matt Weyer and Sean Quinlan was not available for this presentation. Leitani Peltier apologized for Council Member Weyer and acknowledged the countless years of dedication Member Letts has given to the Ko'olauloa Neighborhood Board. Member Dotty Keely-Paddock presented Member Letts with a Certificate of Recognition from the City and County of Honolulu and a Lei.

(00:28:17) Approval of the Minutes: Approval of the Thursday, January 12, and April 13, 2023 meeting minutes memo was postponed to the next meeting due to lack of quorum.

(00:28:46) Resolution to Support the Release of \$2.75million in the City Budget for the Ko'olauloa Community Resilience Hub/Shelter: Due to lack of quorum, this resolution was postponed to the next meeting.

residence hub/shelter. Due to lack of quorum, this resolution was postponed to the next meeting.

#### GOVERNMENT REPORTS:

(00:29:21) Mayor Rick Blangiardi's Representative: NA Smith-Kauhane read the Mayor's report regarding the following highlights:

Newsletter Link: <https://www.oneoahu.org/newsletter>.

Podcast: <https://www.oneoahu.org/podcast>.

#### Highlights:

**Rail Opening – Phase One:** Mayor Rick Blangiardi announced in the first phase of the City and County of Honolulu's long-awaited rail transit system will officially begin interim passenger operations at 2 p.m. on June 30, 2023, with a grand opening celebration at the Hālawā rail station featuring dignitaries and entertainment slated for earlier in the day. The first phase of the City's rail project covers a roughly 11-mile stretch between the Kualaka'i Station in East Kapolei and the Hālawā Station near Aloha Stadium. Passenger services to additional stations further east along the rail line are scheduled to commence in phases over the coming years. All rides on the new rail system will be free for the entire opening weekend, from 2 p.m. on June 30, the day the system opens, until the last train runs on Tuesday, July 4, 2023. Additionally, TheBus will also be waiving fares for all riders between July 1 and July 4. Between 2 and 6 p.m. on June 30, rail passengers will be welcome to tour any of the nine (9) stations that will be open for service and hop on any train, in either direction, free of charge. Fare gates at all nine stations will be open to all riders until service ends at 6 p.m. that evening. Beginning on Saturday, July 1, the first full day of rail service, passengers must have a valid HOLO card in order to take advantage of the free fare service. Riders will be required to tap their HOLO cards at fare gates to enter individual stations, but fares will not be deducted from those cards. Learn more about rail opening phase 1 and the free weekend at [www.honolulu.gov/rail](http://www.honolulu.gov/rail).

**Town Hall Meetings wrap-up:** Over 10 weeks from March 21, to May 25, 2023, Mayor Blangiardi and his cabinet members traveled to communities around Oahu to host a series of 11 town hall meetings. From Kalani High School to Wai'anae District Park, Lā'ie Elementary School to 'Ewa Makai Middle School, and many points in between, meeting residents in their own neighborhoods was critical to ensuring that everyone had an opportunity to participate. Nearly 2,000 residents joined these meetings to make their voices heard on a wide variety of residents joined these meetings to make their voices heard on a wide variety of issues.

**Other Articles:** You can also read about The City's Unified Voice on Red Hill, Oahu Business Recovery Grants, the purchase of a Wahiawa property to add affordable rentals to the City's inventory and the birth of a baby Rhino at Honolulu Zoo. There is also a link to the Vision Zero survey to receive feedback on how the City can make Oahu streets safer. The link is [www.surveymonkey.com/r/HonoluluVisionZero](http://www.surveymonkey.com/r/HonoluluVisionZero).

#### Departmental Concerns and Follow-Up:

**Lights:** Residents request the lights at Hau'ula District Park be replaced so that residents can once again play pickleball at night. The Department of Parks and Recreation (DPR) responded; DPR staff confirmed all courts lights were repaired by DFM on May 4, 2023.

**Services:** Residents request information on the protocol for EMS staff responding to an emergency at Kokololia Beach Park and could not open the gate. Responders needed to hop the wall to render aid. DPR staff has given key to Kokololia Beach Park to HFD for access when gates are closed. DPR staff will check with HFD Hauula station to confirm they have a key.

**Vacation Rentals:** Resident Connors asked for the rules and regulations for legal vacation rentals to be registered and pay taxes. The Department of Planning and Permitting (DPP) responded; Currently all legal vacation rentals are required to be registered and pay taxes. Rentals that are more than 30 days are considered long term rentals and are not required to be registered. Taxes are regulated by the Department of Taxation. Ord. 22-7 provides the requirements for STR registration which can be found on the City Council website.

**Vehicles:** What are the regulations for TURO and car rentals. The Customer Services Department (CSD) responded; Turo and rental vehicle will fall under the regulation listed in HRS 437D and regulated by DCCA.

**Update:** Residents request an update on the work being done by BWS to remedy the sink hole in Punalu'u. The Board of Water Supply (BWS) responded; On April 19, 2023, BWS received a request to remedy a sink hole in Punalu'u. On April 24, 2023, several BWS crews traversed Punalu'u and was unable to locate any sink hole. If there are any questions, please contact Jason Nikaido at (808) 748-5506.

**Flood:** Resident Kahuena requested an update on the Wailele Flood Risk Management Project, if US Army Corps of Engineers (ACOE) has signed off, and if there is a possibility of a lapse in funding. The Department of Design and Construction (DDC) responded; funding is budgeted for FY24 to proceed with the next phase. The ACOE Wailele Stream Flood Risk Management Feasibility Study is currently ongoing.

**Bridge:** Resident Kahuena requested a status update for the Laie Loa Stream Bridge replacement (located next to Lā'ie Foodland). The Department of Transportation (DTS) responded; Bridges are not under DTS jurisdiction. DDC responded; Lā'ieloa Stream Bridge on Kamehameha Highway is under State jurisdiction. Contact Hawai'i Department of Transportation (HiDOT) Design Branch, Engineering Program Manager, Henry Kennedy at (808) 692-7559.

**Turbines:** Community members request an update on the timeline for the reclamation bonds they are to receive due to the wind turbines going out of service. They also requested they blades not be placed in a landfill or buried over an aquifer as they are non-recyclable. The Office of Climate Change, Sustainability, and Resiliency (CCSR) and The Department of Emergency Management (DEM) responded; Should the board have continued specific questions for AES itself, the company can be contacted at [aeshawaii@aes.com](mailto:aeshawaii@aes.com). According to AES Hawaii, LLC:

Under their lease agreement, AES is obligated to return the property to its original state, and the money to do so has already been set aside. Per the state DLNR Lease, the turbines could not have been erected or become operational until Nā Pua Makani furnished a "decommissioning bond" in the amount of \$100,000 per turbine. There is also a required \$1.5 Million "Lease Bond" in place with the Lessor to assure there is money set aside to decommission. The decommissioning bonds will remain in place until one year after expiration of the Power Purchase Agreement and termination of the lease. According to AES, regarding disposal of the blades after decommissioning, according to AES's turbine manufacture Vestas, the turbines at Nā Pua Makani are 88.5% recyclable (<https://us.vestas.com/en-us/products/4-mw-platform/V136-3-45-MWThe>). Additionally, Vestas, the turbine manufacturer, recently found a way to recycle 100% of their turbine blades. AES's decommissioning plan, all turbine components that cannot be recycled must

recycle 100% of their turbine blades. AEO's decommissioning plan, all turbine components that cannot be recycled must be disposed of off island. This guarantees that turbine components and blades will not be buried or placed in a landfill in Hawai'i. The City's Department of Environmental Services also confirms it would not receive turbine blades at the landfill.

Questions, comments, and concerns followed:

1. Vacation Rental Vans: Resident Connors asked people who rent out vacation rental vans, do they need a permit to operate. Are they legal.

2. Car Registration: Member Pasi requested for a Car registration Kiosk in the Ko'olauloa Area.

(00:38:57) Councilmember Matt Weyer: [mweyer@honolulu.gov](mailto:mweyer@honolulu.gov) (808)768-5002. Letani Peltier reported the following:

- Updates: Peltier gave updates from the April 2023 meeting.

- Capital Improvement Project Funding: CIP funding was put into various of programs for community spaces in the Ko'olauloa area.

- Funds: Councilmember Weyer are reprogramming funds for additional enforcement for vacation rentals. Citing has been enforced for violations.

- Turtle Bay: A lawsuit was ruled against Turtle Bay Hotels in 2015 resulting in a downscale of building condominiums on preservation lands. This is still a work in progress.

- Real Property Tax: Councilmember Weyer introduced 2 bills regarding real property taxes; homeowner's exemption from \$100,000 to \$250,000 and Kūpuna exemptions as well.

Questions, comments, and concerns followed:

1. Affordable Housing: Member Pasi asked for an update on the "Phase 4" affordable housing headed by the Kahuku Village Association. Peltier responded; he will follow up with Councilmember Weyer and give the board an update at the next meeting.

2. Shut Down: Resident Connors asked if there is any data to assist with shutting down illegal vacation rental such as by zip codes. Peltier responded; the Department of Planning and Permitting has reported statistics at other venues. Peltier will give an update at the next meeting.

3. Homeless: Resident Connors asked for an updated count of homeless people in the Ko'olauloa area. The counts compared to the funding is inaccurate. Peltier responded he will give an update at the next meeting.

4. Property: Member Pasi asked for an updated report on the property located on Hawaiian Homestead Road and Maunawila. Peltier will give an update at the next meeting.

(00:51:48) US House of Representatives Congresswoman Jill Tokuda: [www.tokuda.house.gov](http://www.tokuda.house.gov) Please follow Congresswoman Tokuda on all her social medias: <http://tokuda.house.gov> , [www.instagram.com/repjilltokuda](https://www.instagram.com/repjilltokuda), and her press releases. No representative present, no report given.

(00:51:58) Governor Josh Green Representative: Crystal Kionia reported the following:

- Pulama Ola: Medical respite for patient and emergency room patients discharged from urban Honolulu hospitals opened behind the Department of Health. These Kauhales are for individuals that do not require skilled nursing but need a safe place to continue to recover. Medical staff will make daily rounds for care needs.

- Updates: Kionia gave updates from the previous meeting.

Questions, comments, and concerns followed:

1. Services: Member Pasi asked if there are services for undocumented individuals. Kionia responded; she will give an update at the next meeting.

2. Non-Profits: Member Pasi asked why can't we invest in community based non-profit organizations who are already trusted members of the community and culturally appropriate languages. Can the governor provide funding for these community-based organizations to do the work. Kionia responded she will pass that solution on to the Governor.

(01:05:55) State Senator Brenton Awa: [sennawa@capitol.hawaii.gov](mailto:sennawa@capitol.hawaii.gov) (808)586-7330. No representative present, no report given.

(01:06:10) State House Representative Sean Quinlan: [repquinlan@capitol.hawaii.gov](mailto:repquinlan@capitol.hawaii.gov) (808)586-6380. No representative present, no report given.

#### PRESENTATIONS

(01:06:45) Special Management Area Use Permit: Presented by Mark Howland, this project consists on 56-157 Kamehameha Hwy in Kahuku, of 3 living areas owned by the Zucco and Peach Family of which the property has been in their family for over 100 years. The existing house has structural issues and is in need of replacement. These properties will be residential homes for family member with no population increase. They are planning to replace 2 existing dwellings: 1800sqft and a 2900sqft, demo them and rebuild. Discussion followed.

The Board asked if a copy of the power point presentation can be sent to NA Smith-Kauhane and distribute it to the Board for further questions and comments. Howland gave his email in the chat: WALE Environmental Services LLC. Based out of Kahuku, Hawai'i. [www.whalees.com](http://www.whalees.com).

(01:24:12) Special Management Area Use Permit: Presented by Gabrielle Summer, this project located on 55-133 Kamehameha Hwy 96762 owned by Jason Rennaker is planning to demolish the existing dwelling of 2244 square feet one-story single-family home and build a 3782 square foot overall two-story single-family home of 6329 square feet on the half acre parcel with a front installed swimming pool near the shore line. The new dwelling is designed to withstand potential flood foundation by the 1% annual chance with rising sea levels and protecting the shoreline. The proposed project will be built in 2 phases; demolish the first structure including an archaeological survey done, and phase 2 is to construct the new dwelling. The current design meets the maximum building land use ordinance guidelines. This TMK 5-5-001-014:0001 is a R-5 Flood insurance rate map zoned AE. Discussion followed.

Questions, comments, and concerns followed: Bedrooms and Bathrooms: Member Letts asked how many bedrooms/bathrooms are in the new house, what kind of wastewater system will the house have, and what is the setback from the shore line. Summer responded she will take back all the questions and give an update either via email or at the next meeting.

#### PUBLIC INPUT/COMMUNITYANNOUNCEMENTS:

(01:34:26) Kahuku Medical Center: Member Letts announced the Kahuku Medical Center is coming online soon supplied with dental services for the keiki, new testing labs and equipment, and an extension in Haleiwa. \$6million of CIP funds were provided to update the medical center. Member Letts also announced a new resident Stephen



On funds were provided to update the medical center. Member Lotts also announced a new president Stephen Nawahine due to the retirement of the previous president.

(01:37:17) Rental and Mortgage: Hui O Hau'ula, CHNA, and Catholic Charities will be holding an event on Saturday, June 24, 2023 from 8am to 1pm to provide information on rental and mortgage assistance. This event is open to the public with 10 staff members available.

(01:40:09) Event: Resident Robert Armstrong announced a meeting happening on Saturday, August 19, 2023 located on 1152 Smith Street regarding changes to the Neighborhood Plan.

(01:43:58) ONE-TIME \$1000 FUNDS FOR OUTREACH: Member Kelly-Paddock supported the Board's desire to donate the money to the Hau'ula Community Center for improvements and renovations. NA Smith-Kauhane requested a quote of supplies from Member Kelly-Paddock so the NCO can consider list.

BOARD ANNOUNCEMENTS: The next meeting is scheduled for Thursday, August 10, 2023, 6:30 p.m. at the Hau'ula Community Center and via WebEx Platform.

ADJOURNMENT: The meeting ended at 8:09 p.m.

Submitted by: Judi-Ann Smith-Kauhane, Neighborhood Assistant

Reviewed by: Dylan Whitsell, Deputy Director

Final Review by:

You are receiving this message because you requested this feature as part of your email subscription registration on [Honolulu.gov](https://Honolulu.gov).

[Update your subscription](#) | [Unsubscribe from this email subscription](#)

# **APPENDIX D**

## **Prior Archeological Reports in the Vicinity**

Page Intentionally Left Blank



**AN ARCHAEOLOGICAL ASSESSMENT  
OF THE SEWAGE SYSTEM UPGRADE PROJECT  
HANO HANO HALE CONDOMINIUM  
PAPA'AKOKO, PUNALUU, O'AHU, HAWAI'I  
[TMK: 5-3-08: 01]**

By

**David B. Chaffee, B.A.**

and

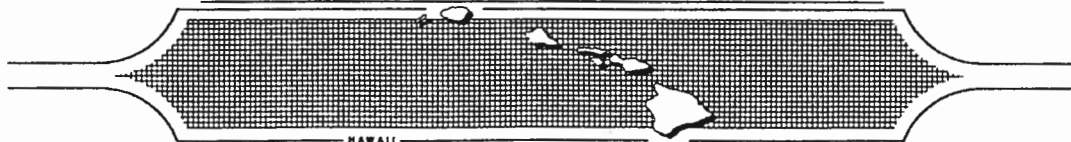
**Robert L. Spear, Ph.D.**

Nov., 1993

For

**The Owners' Association  
Hano hano Hale Condominium**

**SCIENTIFIC CONSULTANT SERVICES Inc.**



HAWAII  
47-289 D HUI IWA STREET KANE OHE, HAWAII 96744

Dr. Tom Dye  
Department of Land and Natural Resources  
State Historic Preservation Division  
33 So. King Street 6th Floor  
Honolulu, Hawaii 96813

Dear Dr. Dye:

At the request of the Owners' Association of Hanohano Hale Condominium, an archaeological assessment was conducted by Scientific Consultant Services, Inc. for the site of a proposed sewerage and sewage disposal upgrading at the Hanohano Hale Condominium Project at Papa'akoko, Punaluu, Hawaii (Figure 1). The project area is further identified by Tax Map Key (TMK) number 5-3-08:1 (Figure 2).

The project area is bounded on the east by the ocean, on the south by a drainage channel, on the west by Kamehameha Hwy., and on the north by residential condominium development. The project area of the proposed sewage system upgrade is within the present parking lot of the Hanohano Hale condominium.

The soil within the project area is listed as Jaucas sand, with a 0 to 15% slope. Permeability is rapid and runoff is very slow to slow. The hazard of water erosion is slight, but wind erosion is a severe hazard where vegetation has been removed. Vegetation on this salty soil in the depressions consists of salt-tolerant plants (Foote, et al. 1972: 48-49, Map 48).

A review of Land Commission Award (LCA) books found no LCAs within the bounds of the project area, nor were any LCAs noted on adjacent lots.

The only archaeological site in the immediate vicinity of the project area is site number 50-80-06-3970 situated north of the project area at an adjacent condominium project, Pat's at Punaluu. This site was recorded by Bath and Smith in 1988. In an internal memorandum to the State Historic Preservation Division (SHPD) following inspection of a possible burial, Bath notes that;

"The profiles of the trenches, which were in the parking lot between the highway and the building, showed several layers of driveway and fill below the present asphalt. Below the fill layers, there is a truncated humic dark sand cultural layer. Several pits and postholes were noted."

It is possible that a site like 50-80-06-3970 existed in the project area before the installation of a sewage system when the Hanohano Hale condominium was constructed. However, the current area of study has undergone considerable alteration due to that earlier construction.

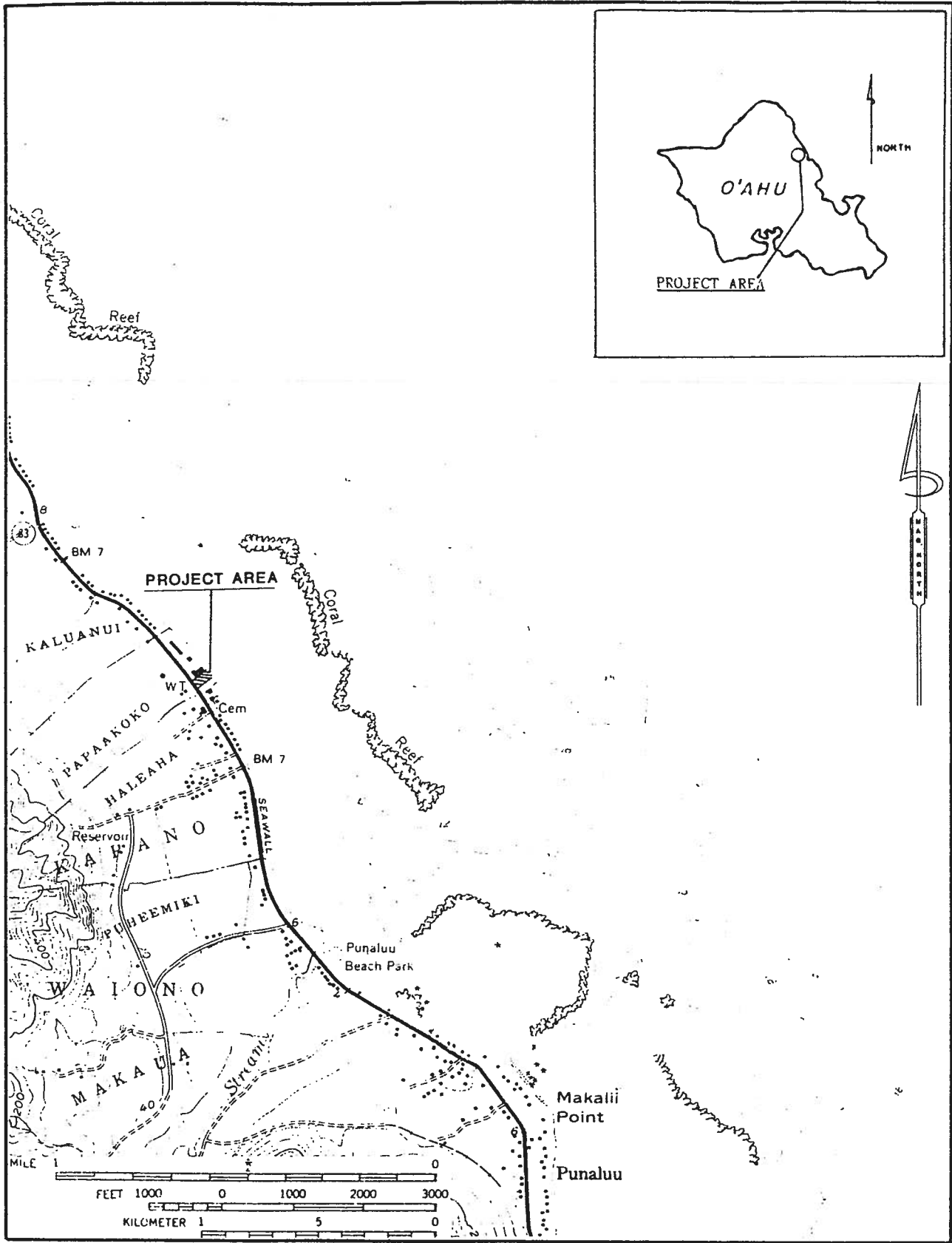


FIGURE 1: USGS KAHANA QUADRANGLE SHOWING PROJECT AREA, (SHADED).



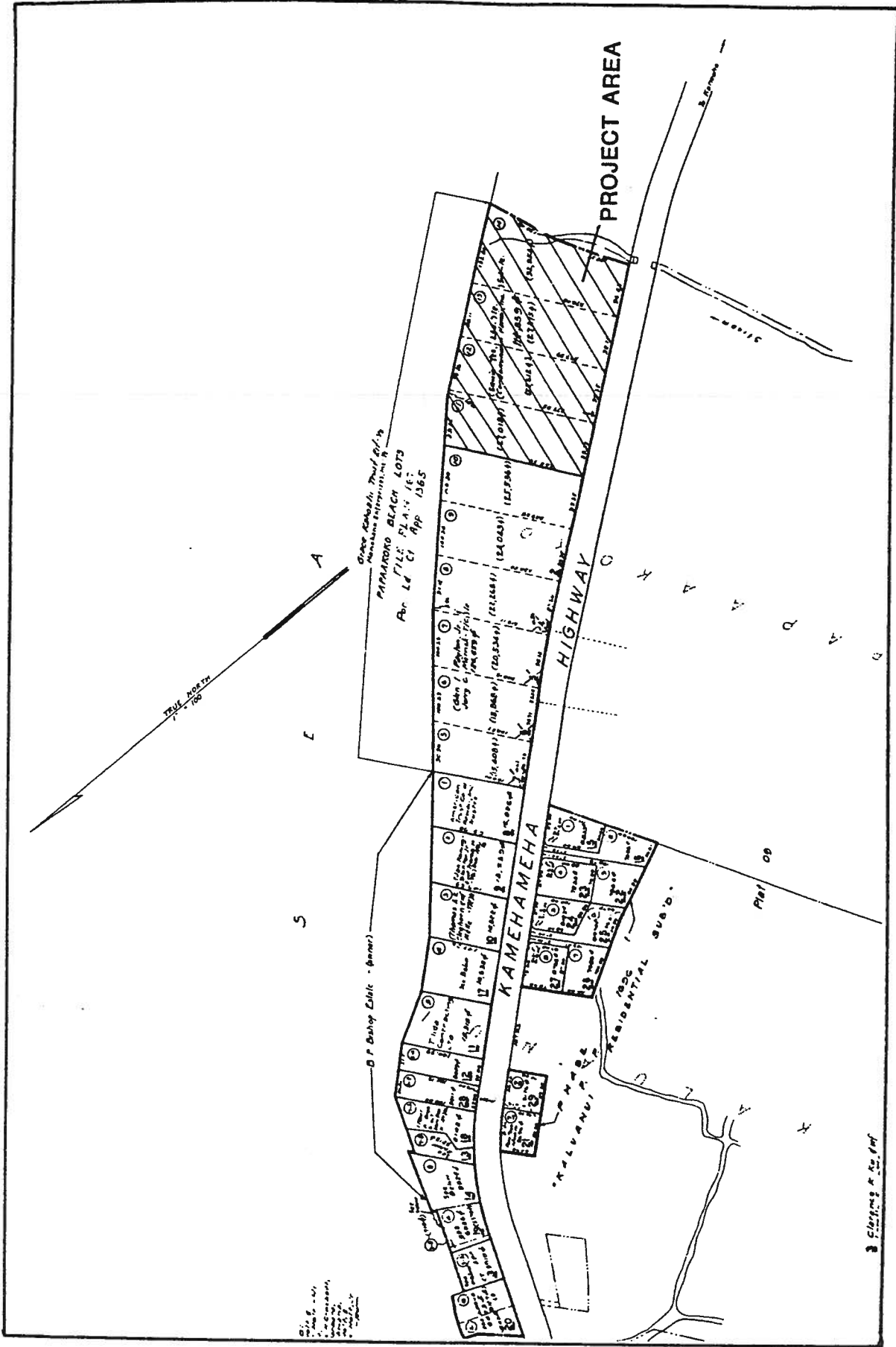


FIGURE 2: TAX MAP KEY: 5-3-08: 01. SITE OF HANOHANO HALE CONDOMINIUM, PUNALU'U, HAWAII'I.

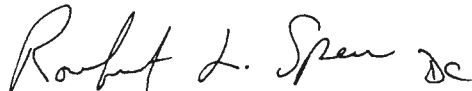
The present sewage treatment system utilizes cavitation and seepage pits drilled into the strata beneath the parking lot. As can be seen in the project area planview (Figures 3) and the profile (Figure 4), the trenching, grading, and excavation in the project area has been extensive.

In addition to the recorded ground disturbance, the contamination and soil alteration likely to be present in the leech fields surrounding the sewage seepage pits would have contaminated any cultural materials that may have been used for samples (such as radiocarbon).

It is our opinion that the sewage system upgrade in the project area would have "no effect" on any significant archaeological sites. It is our recommendation that no further archaeological investigations need to be performed.

Human burials have been recovered from the coast to the north and south of this project area. It is possible that burials might be encountered during the current phase of work. If this should occur, all work in the vicinity should cease immediately and the Historic Preservation Division should be notified.

Sincerely,



Robert L. Spear, Ph.D.  
President  
Scientific Consultant Services Inc.

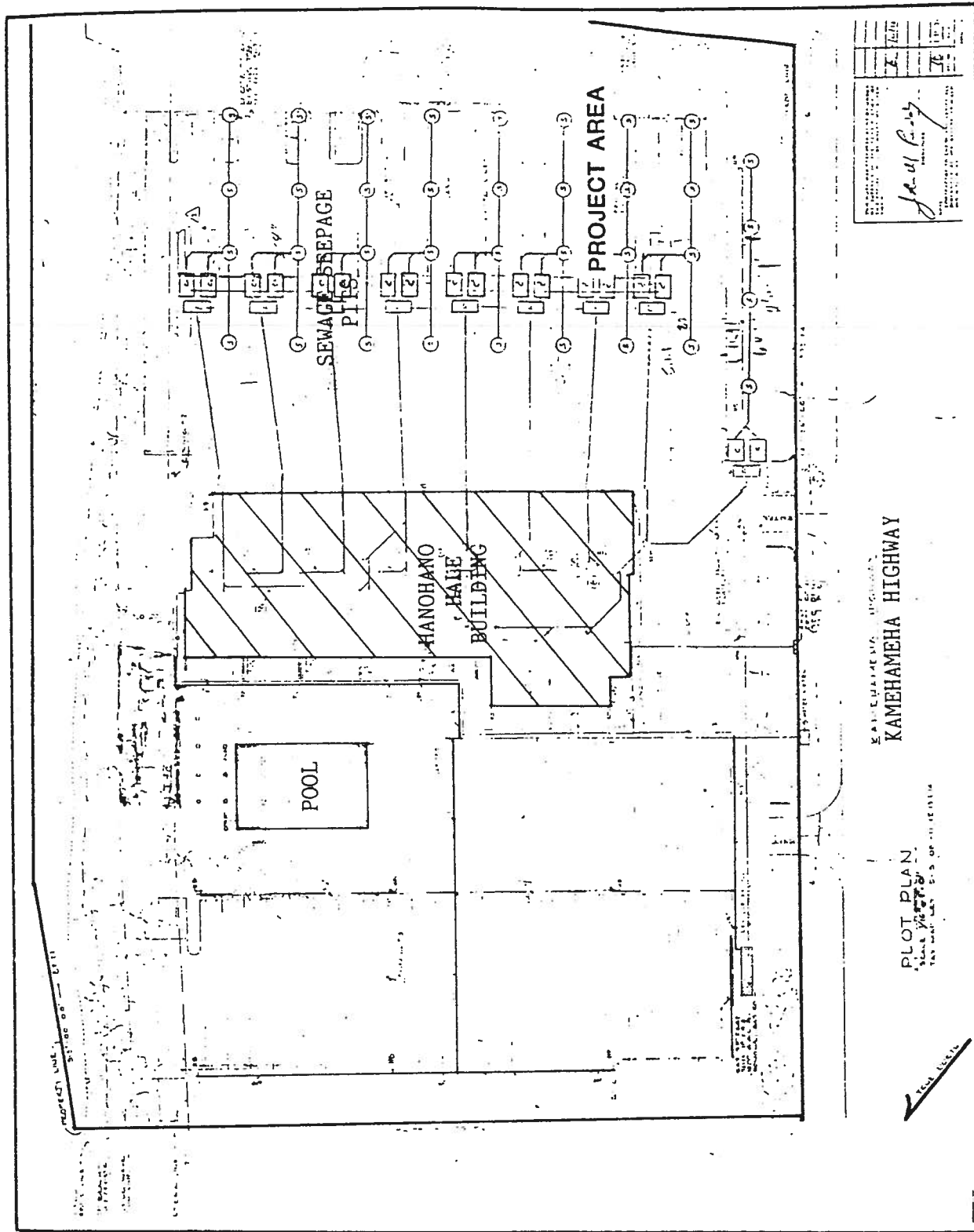


FIGURE 3: PLANVIEW OF PRESENT SEWAGE TREATMENT FACILITIES AT HANO HANO HALE. REPRINTED 1/4 SIZE FROM ORIGINAL BY LEMMON, FREETH, HAINES & JONES (1970).



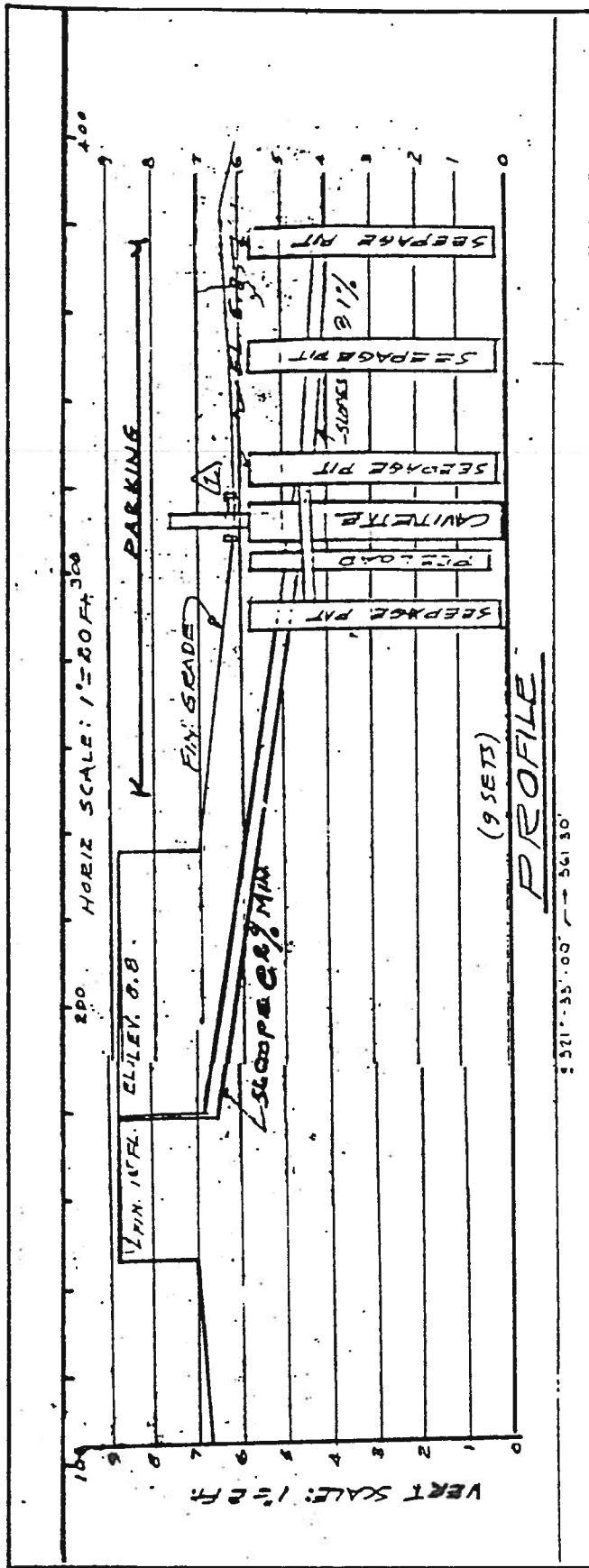


FIGURE 4: PROFILE OF EXISTING SEWAGE TREATMENT FACILITIES AT HANO HANO HALE CONDOMINIUM.  
 REPRINTED 1/2 SIZE FROM ORIGINAL BY LEMMON, FREETH, HAINES & JONES (1970)

## REFERENCES CITED

### Award Books

n.d.        Award Books (with maps of each LCA parcel), on file, Division of Land Management, State of Hawai'i.

Bath, J., and M. Smith

1988        Burial call from Pat's at Punaluu. Punaluu, Koolauloa, O'ahu. TMK 3-5-8: 1 and 2. Memo to Files, SHPD, Honolulu.

Foote, D. E., E Hill, S. Nakamura, F. Stephans

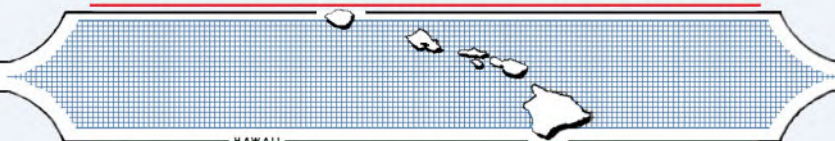
1972        Soil Survey of the Islands of Oahu, Maui, Molokai, and Lanai, State of Hawaii, US Dept. of Agriculture.

**AN ARCHAEOLOGICAL MONITORING REPORT  
FOR A GREYWATER SYSTEM (GWS) INSTALLATION PROJECT AT  
HANOHANO HALE CONDOMINIUM  
PAPA`AKOKO AHUPUA`A, KO`OLAULOA DISTRICT,  
O`AHU ISLAND, HAWAII  
[TMK: (1) 5-3-008: 001]**

Prepared by:  
**Elizabeth Pestana, B.A.**  
and  
**Robert L. Spear, Ph.D.**  
May 2010  
**FINAL**

Prepared for:  
**Owner's Association  
Hanohano Hale Condominium  
53-549 Kamehameha Highway  
Hauula, Hawaii 96717**

**SCIENTIFIC CONSULTANT SERVICES Inc.**



711 Kapiolani Blvd. Suite 975 Honolulu, Hawai'i 96813



## ABSTRACT

Scientific Consultant Services Inc. (SCS) conducted Archaeological Monitoring at the Hanohano Hale condominium beachfront parcel, Punalu`u Ahupua`a, Ko`olauloa District, O`ahu Hawai`i TMK (1) 5-3-008: 001 during the installation of a Greywater System (GWS) for the condo's laundry facilities. During work for the GWS installation one new site, State Site No. 50-80-06-7120 was documented. Ten burial features, and a total of 12 sets of native Hawaiian remains from the pre-Contact era, were recorded in Site -7120. Burial features encountered during excavations were identified in both previously disturbed and *in situ* contexts. No traditional artifacts, or cultural layers, were noted in the project area, although traditional type cultural materials were observed in direct association with burial features. Modern debris (ceramics, cow bone, glass bottles) was observed in imported fill-soils covering the project area and previously disturbed, natural sandy substratum that occurred below. Consultation with the State Historic Preservation Division (SHPD) and Oahu Island Burial Council representative Cy Bridges guided burial mitigation and burial treatment measures concerning burial disinterment/recovery including interim on-site curation for proposed burial reinterment, and long term protection and conservation of all human remains documented during this work. Numerous burials have been documented along Punalu'u's coastal corridor surrounding the project area parcel and the potential that additional burials or significant buried historic cultural properties may still be present in intact beach sand deposits in or secondary contexts remains high. Based on the known distribution of native Hawaiian burials encountered in the fairly confined space of the project area, it is the recommendation of SCS that any future ground disturbing activities to be undertaken on Hanohano Hale property be subject to Archaeological Monitoring.

## TABLE OF CONTENTS

|                                                                  |     |
|------------------------------------------------------------------|-----|
| ABSTRACT .....                                                   | i   |
| TABLE OF CONTENTS.....                                           | ii  |
| TABLE OF FIGURES.....                                            | iii |
| INTRODUCTION .....                                               | 1   |
| PROJECT AREA LOCATION AND ENVIRONMENT .....                      | 5   |
| TRADITIONAL AND HISTORIC SETTING.....                            | 5   |
| TRADITIONAL SETTLEMENT PATTERN.....                              | 5   |
| TRADITIONAL LAND USE.....                                        | 6   |
| THE MĀHELE .....                                                 | 7   |
| LCA of Papa'akoko and Relationship to Project Area Burials ..... | 8   |
| PREVIOUS ARCHAEOLOGICAL STUDIES.....                             | 9   |
| PROJECT AREA ARCHAEOLOGY .....                                   | 14  |
| REASON FOR MONITORING.....                                       | 14  |
| MONITORING METHODOLOGY.....                                      | 14  |
| LABORATORY ANALYSIS .....                                        | 15  |
| CURATION.....                                                    | 16  |
| RESULTS OF MONITORING .....                                      | 16  |
| STATE SITE NO. 50-80-06-7120 ARCHAEOLOGICAL SUMMARY .....        | 16  |
| PROJECT AREA SOILS.....                                          | 18  |
| FEATURE B-1.....                                                 | 19  |
| FEATURE B-2.....                                                 | 19  |
| FEATURE B-3.....                                                 | 22  |
| FEATURE B-4.....                                                 | 24  |
| FEATURE B-5.....                                                 | 25  |
| FEATURE B-6.....                                                 | 27  |
| FEATURE B-7.....                                                 | 27  |
| FEATURE B-8.....                                                 | 29  |
| FEATURE B-9.....                                                 | 30  |
| FEATURE B-10.....                                                | 32  |
| DISINTERMENT METHODS AND INTERIM CURATION.....                   | 33  |
| Evaluation .....                                                 | 34  |
| SIGNIFICANCE ASSESSMENTS .....                                   | 34  |
| DISCUSSION AND RECOMMENDATIONS.....                              | 35  |

|                       |    |
|-----------------------|----|
| REFERENCES CITED..... | 36 |
| APPENDIX A.....       | A  |
| APPENDIX B.....       | B  |

### TABLE OF FIGURES

|                                                                                                                                                                                         |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Figure 1: USGS Kahana Quadrangle Showing Project Area.....                                                                                                                              | 2  |
| Figure 2: Tax Map Key [TMK] Showing Project Area.....                                                                                                                                   | 3  |
| Figure 3: Revised GWS Excavation Plan Depicting Site 50-80-06-7120 Burial Feature Locations and Zone of Previous Disturbance (Note: Revised Excavation Plan Overlays Original Plan..... | 4  |
| Figure 4: Photographic Overview of Project Area. View to East.....                                                                                                                      | 6  |
| Figure 5: Portion of USGS Showing Location of Previously Identified Archaeological Sites and Documented Burials in Punalu`u.....                                                        | 10 |
| Figure 6: Map of Archaeological Reconnaissance of Punalu`u Lands From Bishop Museum Denison 1975.....                                                                                   | 13 |
| Figure 7: Photographic Overview of Extensive Leach Field Excavation in Progress. View to South.....                                                                                     | 17 |
| Figure 8: Photographic overview of Exposed West Section of Zone of Previous Disturbance in North Wall of Leach Field. View to West.....                                                 | 20 |
| Figure 9: Stratigraphic Profile Illustrating Burial Feature 1. South Wall.....                                                                                                          | 21 |
| Figure 10: Stratigraphic Profile Depicting Feature B-2, In Situ Cranium Location. North Wall Profile.....                                                                               | 22 |
| Figure 11: Stratigraphic Profile of Feature B-3 Depicting Burial Pit and Cross Section of Skeletal Remains. East Wall Profile.....                                                      | 23 |
| Figure 12: Feature B-4 Stratigraphic Profile Depicting Location of Previously Disturbed Remains. West Wall Profile.....                                                                 | 25 |
| Figure 13: Stratigraphic Profile of Feature B-5 Depicting In Situ Cranium. West Wall Profile.....                                                                                       | 26 |
| Figure 14: Stratigraphic Profile of Feature B-7 Depicting Remains in Area of Previous Disturbance. West Wall Profile.....                                                               | 28 |
| Figure 15: Planview of Feature B-7 Illustrating Partially <i>In Situ</i> Remains.....                                                                                                   | 29 |
| Figure 16: Stratigraphic Profile of Feature B-8 Depicting Burial Pit Feature and Skeletal Remains.....                                                                                  | 31 |
| Figure 17: Plan View of Feature B-9 Illustrating <i>In Situ</i> Remains.....                                                                                                            | 32 |
| Figure 18: Feature B-10 Plan View (Left), and Stratigraphic Profile of West Wall (Right) Depicting Truncated Burial Feature.....                                                        | 33 |



## **INTRODUCTION**

Scientific Consultant Services Inc. (SCS) conducted Archaeological Monitoring at Hanohano Hale condominium 53-549 Kamehameha Highway, Punalu`u Ahupua`a, Ko`olauloa District, O`ahu Hawai`i [TMK (1) 5-3-008: 001] (Figures 1 and 2). Monitoring was conducted at the request of Hanohano Hale management on behalf of the Owner's Association in response to the inadvertent discovery of human remains during the installation of a Greywater System (GWS) in the beachfront property project area (Figure 3).

In December of 2009 at the onset of ground altering work for a GWS installation project at Hanohano Hale condominium, human remains were encountered by construction personnel during manual excavation. In response to the inadvertent discovery, Field Inspection was conducted by Cultural Surveys Hawaii which documented the remains to be of native Hawaiian ancestry, probably interred in pre-Contact times (McDermott 2009). Accordingly, State Historic Preservation Division (SHPD) initiated an Archaeological Monitoring program for the remainder of work on the project, for which SCS Archaeologists monitored all remaining excavations. As a result of this work 10 burial features and 12 sets of human remains were recorded, and documented as new State Site No. 50-80-06-7120 as designated by the State of Hawaii State Inventory of Historic Places (SIHP) national register (see Figures 1, 2, and 3).

As required by the State Historic Preservation Division (SHPD), Archaeological Monitoring was conducted in this project area due to the known presence of human remains and the potential of multiple archaeological properties and additional human burials to be encountered. This Monitoring program ensured that when human remains were identified during subsurface work, appropriate and lawful protocol concerning the Inadvertent Discovery of Human Remains (pursuant to 13-300-40a, b, c, HAR) was followed.

This Archaeological Monitoring Report (AMR) was written in accordance with DLNR/SHPD Hawaii Administrative Rules (HAR §13-279-5). The text herein provides a summary of the project area location and historic background, reasons for monitoring, monitoring methodologies and scope of work, and discusses in detail monitoring results.

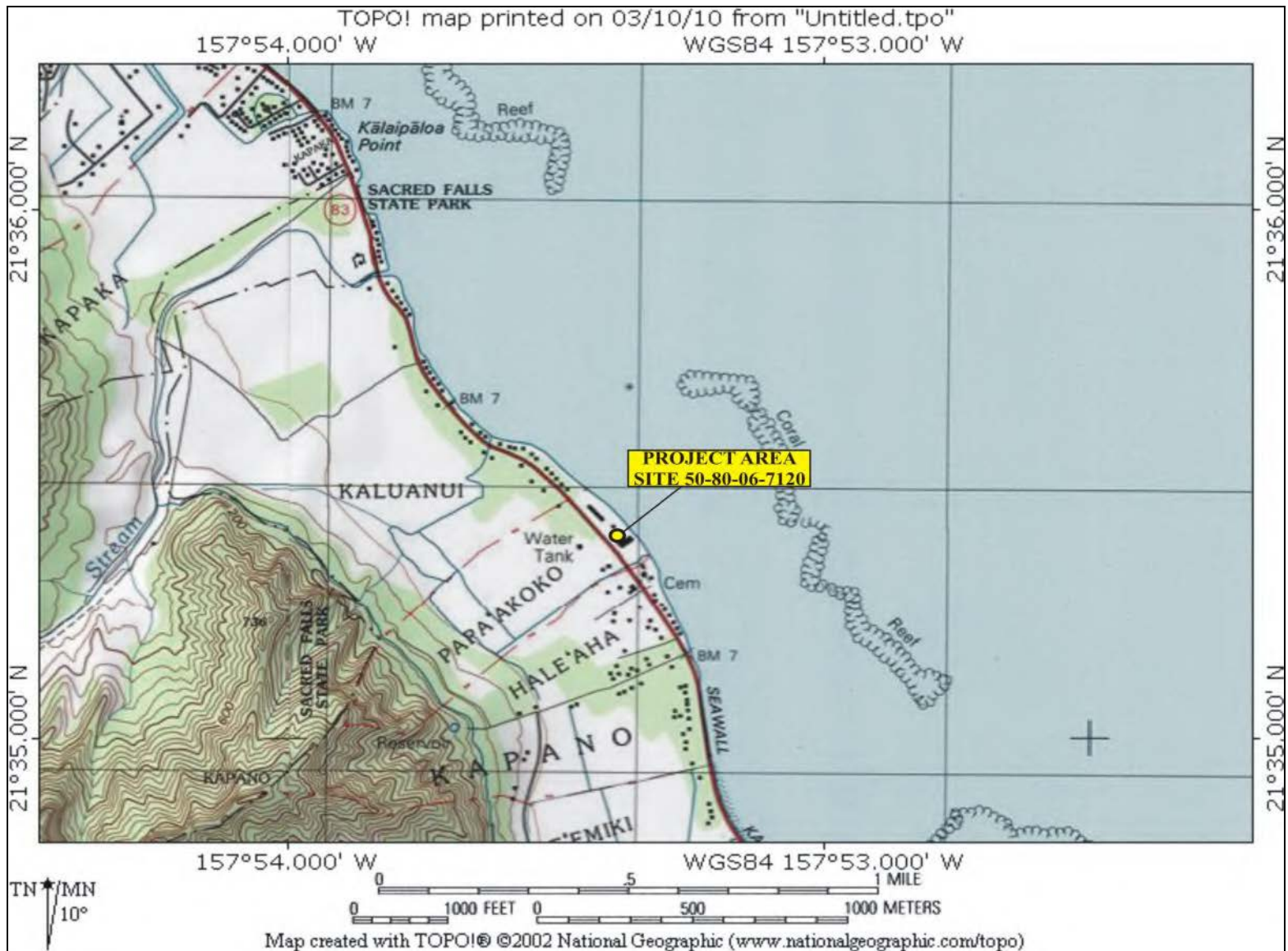


Figure 1: USGS Kahana Quadrangle Showing Project Area.

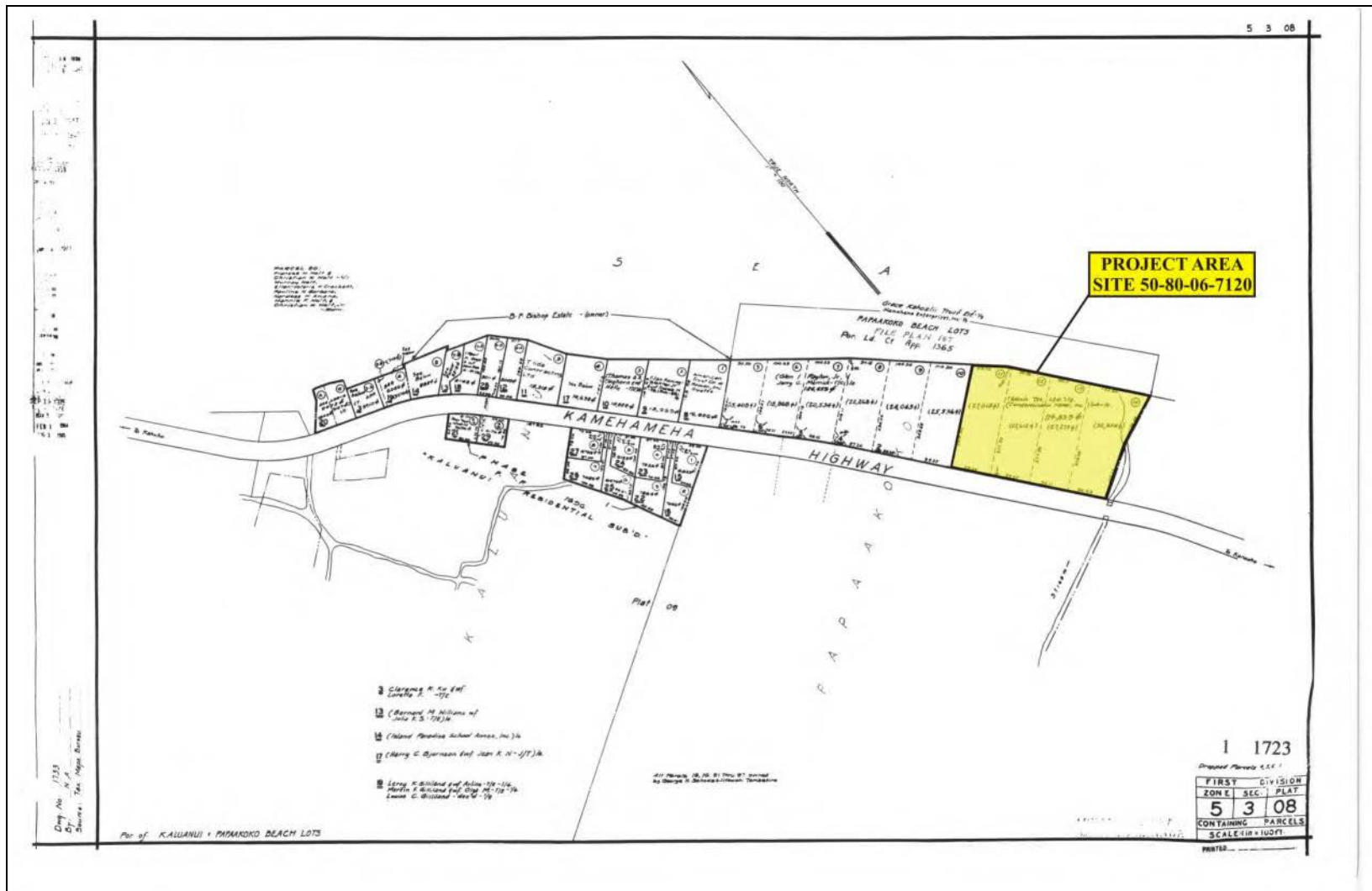
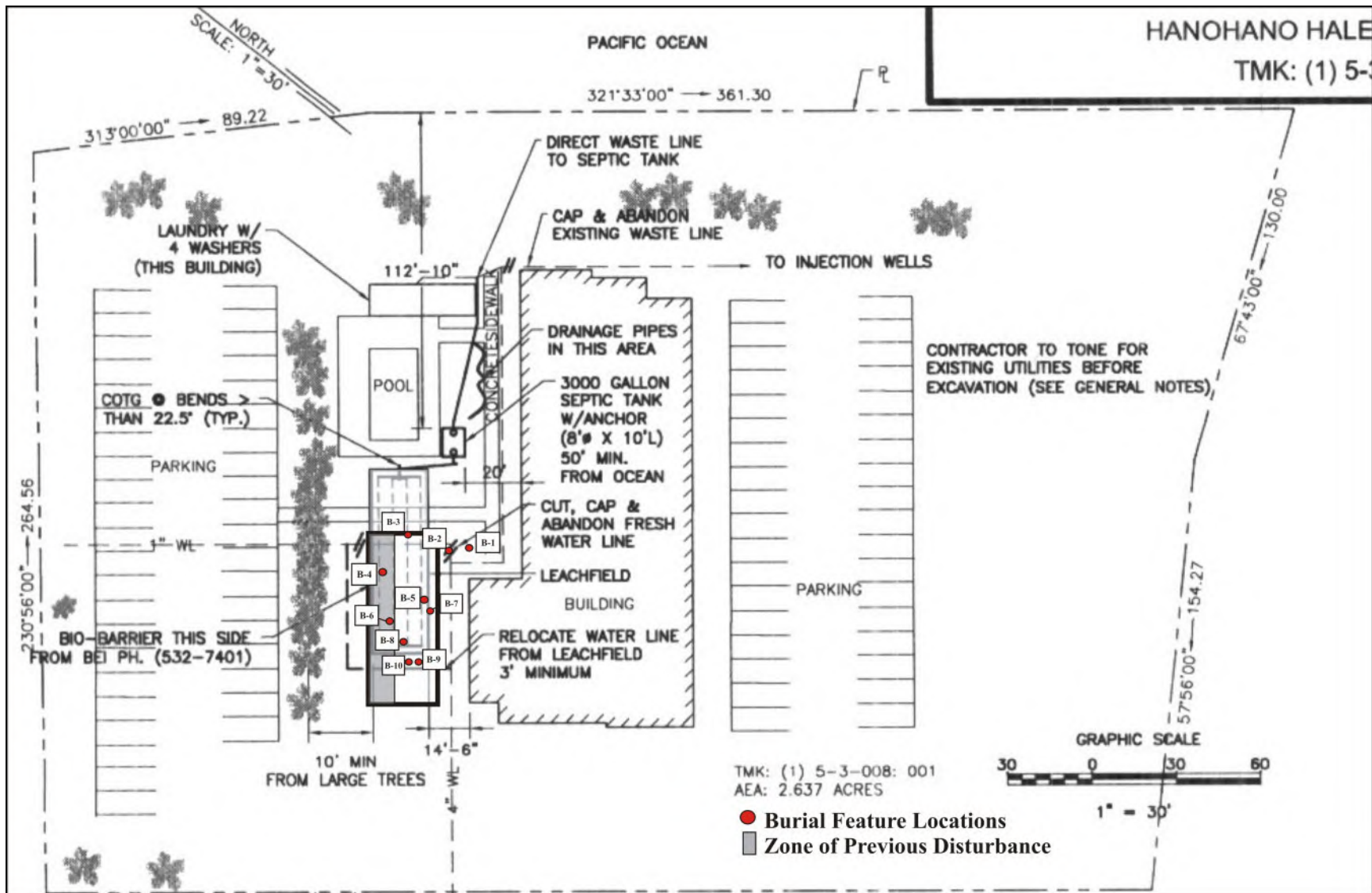


Figure 2: Tax Map Key [TMK] Showing Project Area.





**Figure 3: Revised GWS Excavation Plan Depicting Site 50-80-06-7120 Burial Feature Locations and Zone of Previous Disturbance (Note: Revised Excavation Plan Overlays Original Plan.)**

## **PROJECT AREA LOCATION AND ENVIRONMENT**

The Project area is located on O'ahu's north coast in Punalu'u at the Hanohano Hale condominium beach front property. Work for the GWS occurred in the property's landscaped courtyard fronting the building's north side security entrance (Figure 4). The property is bounded by the coastline on the east (*makai*), Kamehameha Highway on the west (*mauka*), and neighboring properties "Pat's at Punalu'u" to north and St. Joachim Mission Church to south. The elevation is approximately 0 to 20 feet above mean sea level (amsl).

The combined synopsis of sediment research completed in the area by Foote *et al.* (1972) indicates that sediments in the area are predominantly composed of Jaucus Sand (JaC). Jaucus sands develop in wind and water deposited sand and occurs on 0 to 15 percent slopes. These soils occur as narrow strips along the coastline and consist mainly of light colored sands derived from coral and seashells (*ibid.*). Beach and Jaucus sands are primary environments for traditional Hawaiian burials. Numerous human burials and a subterranean cultural layer related to the traditional occupation of the area have been documented in the Punalu'u area.

Overall, this soil type was indeed present within the project area landscape. However, the property has been subject to extensive development and the observed natural sand substrata is overlain with imported fill-soils up to approximately 0.80 to 1.0 meter thick. The water table was fairly shallow at approximately 180 centimeters below the surface (cmbs) and was marked by a very coarse coralline basal substratum.

## **TRADITIONAL AND HISTORIC SETTING**

### **TRADITIONAL SETTLEMENT PATTERN**

Papa'akoko Ahupua'a, encompassed within the wider demographic of Punalu'u, is not very often named specifically in traditional oral histories or historical accounts of the Koolauloa region. The historic synthesis and archaeological record of occupation of Punalu'u suggests a late pre-Contact settlement pattern.

According to Handy and Handy (1972), permanent habitation of Koolauloa was primarily located along the coastal zone while the foothills and slopes of inland zones between Kahana and La'ie were continuously and extensively terraced for purposes of irrigated cultivation (taro *lo'i*, *auwai*) (Hunt 1993). Concerning the occupation of this section of coastal lands, Handy and Handy recorded that, "undoubtedly this midsection of Koolau Loa on Oahu was an area of early



**Figure 4: Photographic Overview of Project Area. View to East.**

settlement and of dense population, second only to that of the Waikiki-Nuuanu-Manoa complex” (Handy and Handy 1972:271; *ibid.*).

Although Papa'akoko Ahupua'a is not mentioned, the lowlands of adjacent Kaluanui is described “all the way from the sea the grasslands and the canefields, ...show[ing] clearly the outlines of old terraces, watered by Punalu'u Stream widening from quarter of a mile above to half a mile at the base of the valley and spreading out like a fan on the coastal plain over an area four tenths of a mile long and eight tenths of a mile wide”, clearly highlighting the prehistoric and early post-Contact presence of intensive occupation for the area (Hunt 1993).

### **TRADITIONAL LAND USE**

According to Kamakau (1961), traditional Hawaiian land tenure was a system formed in order to care for the land. Around the 14<sup>th</sup> century, various individual island *mō`ī* (king/monarch) believed the land should be surveyed and be permanently marked. The land



system was needed to avoid disputes between neighboring *ali`i* (chiefs). A *kahuna* (priest/expert) named Kālaika`ōhia is said to have carved the land into districts (*moku*) and numerous smaller divisions (i.e.: *ahupua`a*, *`okana*, *`ili* etc.) were also coordinated.

The idea of holding land was not synonymous with owning it, but more like a trusteeship between the caretakers and the nature gods Lono and Kane (Handy & Handy 1972:41). The *ahupua`a* is the most well known of all traditional land divisions and is still relevant today. The *ahupua`a* land divisions vary in size and generally encompass land from the mountain to the sea. Traditionally, the areas were governed by a designated caretaker (*konohiki*) and those residing within the region had designated access to all mountain and marine resources. Chinen (1961:5) explains that all chiefs and commoners were entitled to a portion of the mountain and marine resources. Prior to a later migration, early traditional Hawaiians concentrated on caretaker and nature entities.

According to Pukui *et al.* (1972), somewhere between the 11<sup>th</sup> and 13<sup>th</sup> centuries, a priest in Tahiti named Pa`ao, killed his son and nephew. He left his homeland, ventured to Hawai`i, and brought a heightened emphasis on fighting with his war god Kūkā`ilimoku. The first Hawaiians had no god representing war (Pukui *et al.* 1972:212). Exceeding all motives, dispute of land was the most common cause of war. Even religious rites incorporated this aggression: “The religious heiau, once open to all, was walled off from the common people. Religious rites now included acts of cruelty. Human sacrifices were made.” (*ibid*: 212). Pukui *et al.* further explains that the war god Kūkā`ilimoku had become the ascendant deity and the Hawaiian population was on the decrease because of constant wars. Continued beliefs and honor of the nature god Lono created some sanctuary during a four month season where war was prohibited, known as *makahiki*. However, segregation had been created that caused new burdens, changing ancient ways forever.

## **THE MĀHELE**

The Māhele of 1848 set the stage for vast changes to land holdings within the islands as it introduced the foreign concept of land ownership to the Islands. Although it remains a complex issue, many scholars believe that in order to protect Hawaiian sovereignty from foreign powers, Kamehameha III was forced to establish laws changing the traditional Hawaiian economy to that of a market economy (Kuykendall Vol. I, 1938:145 footnote 47, 152, 165–166, 170; Daws 1982:111; Kelly 1983:45; Kame`eleihiwa 1992:169–170, 176). Among other things, foreigners demanded

private ownership of land to insure their investments (Kuykendall Vol. I, 1938:138, 145, 178, 184, 202, 206, 271; Kame`eleihiwa 1992:178; Kelly 1998:4).

For natives that had been cultivating and living on the lands, lengthy and costly procedures enabled them to possibly claim some of the plots. The first Land Commission was formed in 1845, during which time all individuals holding land were required to submit their claims or forfeit their lands. Once lands were made available and private ownership was instituted the *maka`āinana* (commoners) were able to claim the plots on which they had been cultivating and living, if they had been made aware of the foreign procedures (*kuleana* lands, Land Commission Awards, LCA). These claims could not include any previously cultivated or presently fallow land, `okipū (on O`ahu), stream fisheries or many other resources necessary for traditional survival (Kelly 1983; Kame`eleihiwa 1992:295; Kirch and Sahlins 1992). If occupation could be established through the testimony of two witnesses, the petitioners were awarded the claimed Land Commission Award (LCA), issued a Royal Patent number (RP), and could then take possession of the property (Chinen 1961: 16).

In 1848, the Māhele (division) led to the introduction and implementation of privatization that required both chiefs and commoners to retain private land title. If informed of the tedious and lengthy procedures, Hawaiians were permitted to claim lands in which they had worked or lived. The land that *maka`āinana* received was less than one percent of total lands, all of which needed to be surveyed. A total of 88,000 people submitted 14,000 requests for land and of these only 8,500 were awarded (Kame`eleihiwa 1992). A large amount of Hawaiian land was lost due to mortgage default.

Under the Māhele and the first Land Commission of the Trust Territory of Hawai`i, lands were allocated in three ways: one third became Crown Lands that belonged to the *ali`i*, one third was distributed to the chiefs, and one third was awarded to the general populace. In 1850, it became legal for foreigners to purchase land and they received large portions for diminutive prices. According to Kame`eleihiwa (1992: 228–230), the amount of land given to the *ali`i* was determined by genealogical rank. Each needed to list the claimed lands by name of the *ahupua`a*, surrender half of their land (50–71%), and pay the commutation fee, which was one third of the value of land.

### **LCA of Papa'akoko and Relationship to Project Area Burials**

A late pre-Contact to early historic settlement pattern of Punalu'u is reflected in the documented testimonials of *Māhele* claimants. *Māhele* claims provided general information

regarding properties and activities (*i.e.* food crops, structures, burial/graveyard etc.) associated with the lands of the claimants.

Land Commission Award (LCA) 2289, Royal Patent 5590 represents the entire Ahupua'a of Papa'akoko (Appendix A). As documented in the Mahele Database, ([www.waihona.com](http://www.waihona.com) accessed 2010) this land was awarded to Kauhola who claimed rights of ownership in his testimonial dated February 4, 1854 which stated:

To the Land Commissioners of the Hawaiian Islands, Greetings:  
I...hereby state my claim for land held anciently from Kamehameha I. Kalaau, my makuakane, and Kamookeawe, my makuahine, lived with Kamehameha and sailed with him to the battle of Nuuanu. When the battle was over, Kamehameha gave the land of Papaakoko to him, until the time of Kamehameha III, when it was divided, half for the ali`i and half for me. My half adjoins Kaluanui; that is my claim, given by Kamehameha III, Kooloauloa, Island of Oahu.

No land uses were listed on this *Māhele* land claim but according to the data available, one of two *āpana* was acquired by Kauhola adjacent Kaluanui Ahupua'a, likely utilized for residential and small scale agriculture purposes. Concurrent with contemporary property records including the Tax Map Key (TMK) for the project area parcel, Hanohano Enterprises and Hanohano Family Inc. (SHPD/OIBC recognized lineal descendants) acquired all the land of Papa'akoko subsequent to Kauhola, and according to family genealogy held ownership over several generations (personal communication).

### **PREVIOUS ARCHAEOLOGICAL STUDIES**

Sterling and Summers mention that Kaumaka`ula`ula Heiau, one of the most sacred heiau in Ko`olauloa, was located on the coast somewhere between present day Punalu`u Beach Park and Maipuna Stream (1978). The heiau had apparently been destroyed and there are no other references to the site in any of the archaeological investigations conducted in the area.

Previous archaeological studies in the *ahupua`a* of Punalu`u and Kahana have led to the documentation of intensive land use related to pre-Contact and historic period occupation, agricultural activities, animal husbandry, religious sites including *heiau* and *koa*, fishing sites and multiple burial sites (Figure 5). The current parcel has not been subject to significant archaeological studies.





Immediately south of the current project area, Perzinski and Hammatt conducted an archaeological monitoring program in conjunction with the installation of a water main along Kamehameha Highway (2004). During this three year project a total of 18 archaeological sites were identified. These 18 sites consisted of 15 burial sites, 50-30-06-6574 to 6588, comprised of 64 complete and partial burials, and an extensive cultural layer, nearly 2 km in length, which was assigned 3 SIHP site numbers, 50-30-06-6695 to 6697 (see Figure 5).

In addition to this recent study many additional burial sites have been documented over the years in the Kamehameha Highway corridor during various construction projects. In July 1988 the Honolulu city and county medical examiners office identified a human burial on the makai side of the road at 53-183 Kamehameha Hwy. At that time no professional osteological analysis occurred at the site. Observations of a local police officer offered, "...it looked like an old Hawaiian gravesite" (Honolulu Medical Examiner 1988).

In October 1988, on the other side of Kamehameha Hwy (53-368), Smith, Bath, and Masse (1988) identified 3 human burials and a canine burial, SIHP site number 50-30-06-3977 (see Figure 5). Analysis conducted on site at this project determined that the burials came from different time periods. One burial, within an identified burial pit, was recorded as pre-Contact and another was determined from its context to be from historic times. In addition to the burials, excavated construction trenches revealed subsurface pit features, an *imu*, and a historic rubbish pit containing late 19<sup>th</sup> and early 20<sup>th</sup> century bottles along with a poi pounder. In addition, Site 50-80-06-3970 was documented during a Field Inspection conducted by Bath and Smith (1988) immediately next door to the current project area at Pat's at Punalu'u condominium to investigate a possible burial in the property's parking lot (see Figure 5). This site consisted of a humic sandy cultural layer, as well as several pit and posthole features and was identified below several layers of old driveway and fill material under the modern asphalt driveway

In 1995 SHPD recorded two burial sites disturbed during construction located along Kamehameha Hwy (see Figure 5). SIHP Site 50-80-06-5132 consisted of one individual interred within the Jaucus sand/Mokuleia loam matrix (Jourdane 1995). SIHP Site 50-80-06-5308 consisted of one individual within a Jaucus sand matrix with an identifiable burial pit. Both burials were assessed as pre-Contact Hawaiian burial sites based on context and lack of historic materials. In 2004 Gregg and Kennedy identified a burial site, SIHP Site 50-80-06-6746, containing 5 individuals that were determined from context to be a traditional Hawaiian burial.

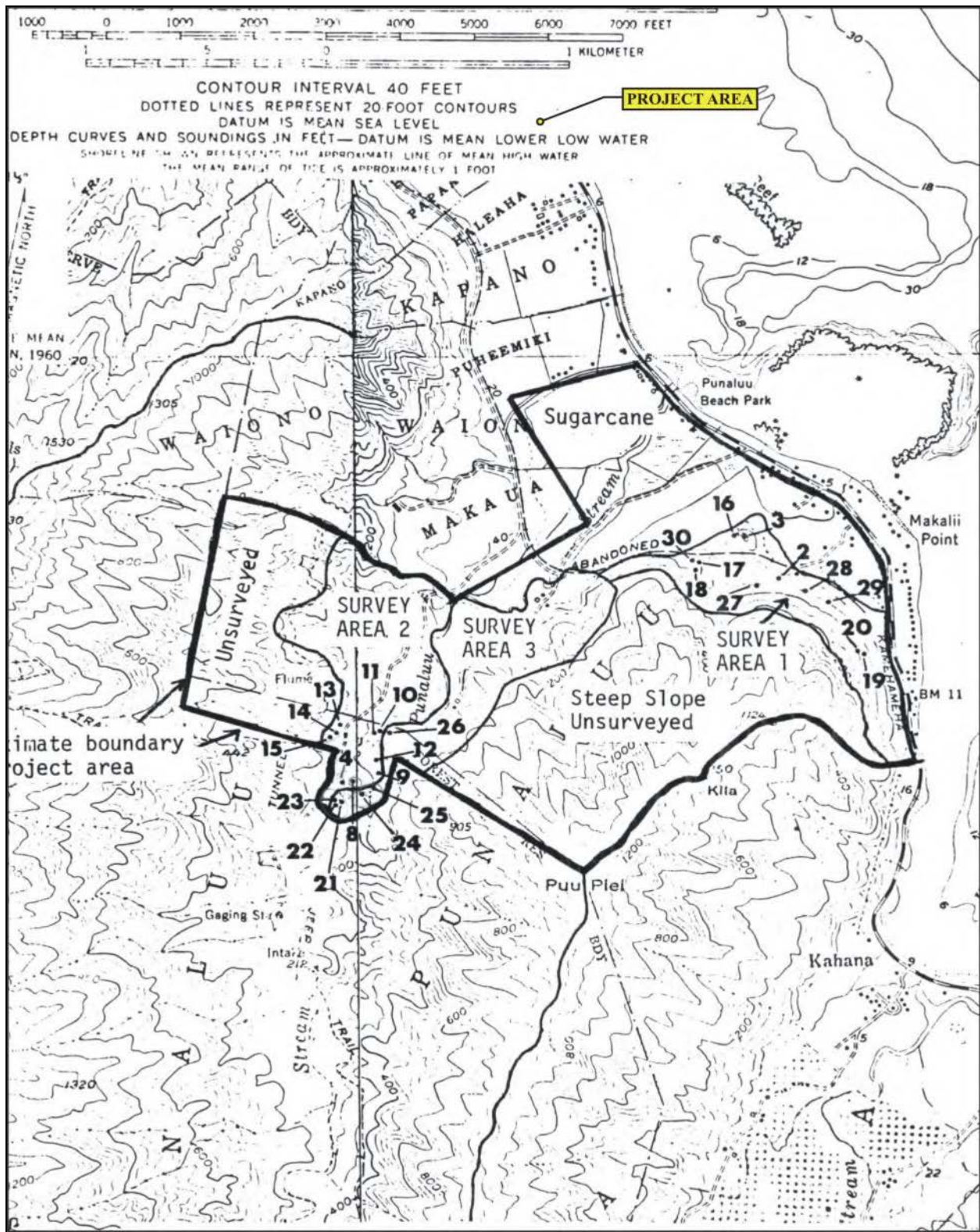
In July 1989 Kawachi and Smith identified SIHP site 50-80-06-4145. The burial site located upland of the coast contained multiple individuals (see Figure 5). In 1981 a human cranium was identified in Huilua Fishpond (Kam and Ota 1981). This site, designated SIHP site 50-80-06-4698, could not be assessed as it came from an indeterminate context.

In addition to burials other archaeological studies in the general area have identified numerous sites related to habitation and expansive agricultural systems irrigated by Punalu`u Stream. The Bishop Museum conducted Archaeological Reconnaissance of 200 acres of Punalu`u lands (Figure 6). The survey area extended from the north side of Kahana Bay to past Punalu`u beach park and incorporated inland valleys. These surveyed lands are located directly adjacent, across Kamehameha Hwy, to the project area. During this investigation, 12 agricultural complexes were identified on valley slopes, 5 of which were irrigated. One complex encompassed an area of 4,500 square meters. The location of these complexes adjacent to Punalu`u Stream has enabled intensive agricultural use of the area during both pre-Contact and post-Contact time periods. Terraces, retaining walls, mounds and *`auwai* features were constructed in association with direct access to the permanent streams along the valley floor. Residential complexes comprised of platforms, retaining walls, and circular stone fireplace were also identified during this study. Cultural remains and artifacts, including a poi pounder, bifacial grinding stone and assorted bottles and ceramics, which were associated with both pre and post-Contact activities were identified during the survey (Denison 1975). No archaeological testing was conducted at the time of the study.

These studies have revealed the presence of subsurface archaeological sites and human burials related to both traditional and historic occupation of the area. As the general area was impacted historically by sugarcane and later by residential development and road construction no surface structures are present in the project area. Considering the depth of excavation (36 inches on average) for the underground “sandbag” berm construction there is a fair probability that subsurface cultural materials and/or human burials will be identified during monitoring.

Previous work conducted in nearby areas prompted by modern development has yielded several significant cultural deposits, including human burials. Archaeological Monitoring conducted for a new water main along Kamehameha Highway by Cultural Surveys Hawai`i is in direct proximity to the project area. This monitoring study identified an extensive cultural layer and 18 burial sites comprised of 64 individuals.





**Figure 6: Map of Archaeological Reconnaissance of Punalu`u Lands From Bishop Museum Denison 1975.**

## **PROJECT AREA ARCHAEOLOGY**

The Punalu'u region of O'ahu's north coast has been fairly well documented in previous archaeological studies with exception to the current *ahupua'a*. A portion of the project area parcel however was subject to Archaeological Assessment (Spear and Chaffee 1993).

In 1993 SCS, Inc. conducted an Archeological Assessment on the parcel for a Sewer System Upgrade Project (*ibid.*). Investigations were limited to an area within the Tenant/Guest parking lot on the south side of the condominium building. Trenches excavated for the project exposed strata of asphalt, mixed gravel and contaminated fill-soils over natural sandy sediments. No traditional, or cultural, properties were documented.

In connection with the current project, Cultural Surveys Hawaii conducted a Field Inspection at the request of the SHPD after the initial inadvertent discovery of human remains (Site -7120, Feature B-1) by construction personnel. Inspection involved assessment and documentation of the general context of the burial, including race if possible, while left in place (McDermott 2010). Disinterment was postponed until on-site relocation of the remains could be coordinated with the property owners and the SHPD in accordance with the Burial Sites Program.

### **REASON FOR MONITORING**

Monitoring was conducted on this parcel due to the possibility that subsurface excavations could impact significant cultural features and/or inadvertent burials. The current parcel contains intact sandy deposits, which are known for containing human burials. These soils were ideal places for traditional Hawaiian burials, but may also contain other subsurface evidence of traditional occupation activities. Archaeological Monitoring is necessary in order to mitigate any such archaeological finds or inadvertent burials.

### **MONITORING METHODOLOGY**

Archaeological Monitoring was conducted in compliance with DLNR/SHPD draft rules (DLNR/SHPD 2002).

The construction crew were informed of the relevant archaeological methods, expectations, and protocols (*e.g.*, should human remains be uncovered) at the start of monitoring activities described in this report. If any potentially important find or deposit was exposed in

excavation, work in the area was ceased immediately so the SCS archaeologist could render a professional judgment as to its significance, and the appropriate documentation undertaken.

SCS archaeologists Elizabeth Pestana, B.A., Guerin Tomei, B.A., and Jon Wilson monitored excavations associated with the installation of the GWS from February 9 through March 9, 2010 under the overall supervision of Principle Investigator Robert L. Spear. The excavations were accomplished by mechanical excavator to excavate a large volume of area.

Documentation consisted of standard archaeological description forms (daily field notes), sectional profiles of one wall for each excavation were illustrated by the monitoring archaeologist (*e.g.*, profile sketch maps), and photographed (never including human remains). All measurements were recorded utilizing the metric system, excavation depths recorded in centimeters below surface (cmbs). Soil matrices were recorded using the United States Department of Agriculture (USDA) Munsell (2000) soil color descriptions.

### **LABORATORY ANALYSIS**

Any samples collected during the project have undergone analysis at the SCS laboratory in Honolulu, in accordance with SHPD rules (§13-279, HAR). All artifacts and/or midden samples if collected from the field are cleaned, sorted, and analyzed at SCS Honolulu. Significant artifacts are photographed, sketched, and classified (qualitative analysis). These data are presented in tabular form for presentation in the final report. All stratigraphic profiles have been electronically drafted for presentation in the final report.

Midden samples, if any, are minimally identified to major 'class' (*e.g.*, bivalve, gastropod mollusk, echinoderm, fish, bird, and mammal). All metric measurements and weights are recorded (quantitative analysis). All data were recorded on standard laboratory forms which also include number and weight (as appropriate) of each constituent category. If applicable these counts are included in the final report. Since no midden samples were observed or collected during field work these analyses were not required. Any amenable charcoal samples collected from the site may undergo radiocarbon dating analysis at the request of the client if deemed necessary.



## **CURATION**

All collected materials, except human remains which will remain in an on-site storage facility until reinterment, are being curated at SCS facilities in Honolulu. All materials gathered during this project (including documentation) are ultimately the property of the Hanohano Hale condominium Owner's Association, and the lineal/cultural descendents, who may request their transfer subsequent to the acceptance of the final Archaeological Monitoring Report. Any recovered cultural materials associated with burial features will be prepared for reburial with the remains at the time of reinterment.

## **RESULTS OF MONITORING**

A total of ten burial features consisting of twelve human burials were recorded in Site -7120. The first burial feature (B-1) was inadvertently discovered by construction personnel while manually probing the subsurface during initial exploratory work associated with the GWS installation. After consultation with the SHPD a Monitoring Program was put into effect to fulfill the requirements referenced under Hawaii Administrative Rules (HAR) Chapter 13-13-279, and work on the project was resumed. During this course of work SCS monitors identified and documented nine additional burial features (consisting of 11 burials), some with defined burial pits.

The following text provides a summary of Site -7120, detailed descriptions of all burial features and burial contexts, consultation, burial recovery procedures, interim curation, and proposed burial treatment of the 12 sets of human remains recovered.

### **STATE SITE NO. 50-80-06-7120 ARCHAEOLOGICAL SUMMARY**

Site -7120 Features B-1 through B-10 were identified in an excavated area of c. 1,344 ft<sup>2</sup> located in the landscaped courtyard fronting the north building entrance abutting the tenant parking lot of Hanohano Hale (Figure 7; see Figure 4). Per SHPD, the first burial feature encountered was left in place and trenching plans were adjusted to create a buffer as an interim protection measure. However, as additional burial features continued to be encountered SHPD advised SCS archeologists to disinter the remains of Burial Feature 1, and those of the additional burial features from their locations in the GWS excavations as they were encountered.



**Figure 7: Photographic Overview of Extensive Leach Field Excavation in Progress. View to South.**

Modern cultural materials and debris were observed in fill layers and sections of previous disturbance including ferrous metal (carpenters nails, wire, etc.) a blue on white ceramic sherd, red on white ceramic sherd, modern bottle glass, and cow bone fragments. No historic, or traditional, artifacts were observed in the project area.

All data recorded from Site -7120 supports the interpretation that all the burial features consist of native Hawaiian remains interred during late pre-Contact to early historic times, this postulation is based on the absence of historic artifacts in relationship to any of the burial features and observed osteological pathologies. Traditional cultural materials noted and collected near or in direct proximity to the remains included water worn cobbles and pebbles, non-worked coral, volcanic glass and little charcoal. Vertebrate faunal remains of fish, sea turtle, sea bird, and pig were also noted in near proximity of burial features in the sandy strata.

## PROJECT AREA SOILS

Soils observed in the project area consisted of imported fill-soils and the noted natural Jaucus beach sands. The majority of excavations for the project were those required for the leach field which went to a base depth of ca. 155 cmbs (5 ft.). The maximum depth excavated was ca. 300 cmbs (approximately 10 ft.) required for a 3,000 gallon GWS tank.

The stratigraphy exposed in the project area comprised up to five distinct, fairly uniform layers of imported fill-soils, and approximately three layers of the naturally occurring beach sands. Fill-soils consisted of loam, crushed coral/gravel and silty clay over the natural beach sand deposit (see Figure 7). The fill-soils intruded into the natural sandy substrata of the project area and ranged in thickness from ca. 30 to a maximum of ca. 80 centimeters below the surface (cmbs). The natural partially intact beach sand deposit observed below the fill-soils consisted of a very dark gray to black loamy sand layer directly below the fill soils and in juxtaposition to very pale brown, well sorted, medium to fine grain sands. The basal most extent of excavations exposed very coarse white to pinkish gray sands that consisted largely of fragments of coral and marine shell. The transition of fine/medium grain sands to very coarse coralline sands was fairly sudden and marked by the presence of the water table at approximately 180 cmbs (6 ft.). The overall soil profile of the project area was recorded as follows:

- **Layer I (LI):** Compact, very dark brown (7.5 YR 3/3 to 2.5/2 dry) clay loam with grass roots. LI is fill-soil.
- **Layer II (LII):** Compact, yellow to yellowish brown and very pale brown (10YR 5/6 and 7/6-3 dry) mixed coral, sand and gravel. LII is fill-soil.
- **Layer III (LIII):** Compact, dark brown (7.5 YR 3/3, dry) silty clay. LIII is fill-soil.
- **Layer IIIa (LIIIa):** Compact, brown (10 YR 4/3, dry). LIIIa is fill-soil noted around Feature B1 only.
- **Layer IVa (LIVa):** Compact, light yellowish brown (10 YR 6/4, dry) silty clay. LIVa is fill-soil noted around Feature B1 only.
- **Layer IV (LIV):** Compact, very dark gray to black (10YR 3/1 to 2/1, dry) sand. LIV is a probable former A-horizon of the natural beach sand deposit.
- **Layer V (LV):** Semi-loose to loose, light yellowish brown and pale brown to very pale brown (10 YR 6/3-4 and 8/3, moist/dry) sand. LV is a sterile, natural beach sand stratum.
- **Layer VI (LVI):** Semi-loose light gray to pinkish gray (5 YR 6/1 to 7/2, moist) marine shell and coral. LVI is a natural coral substratum.



Subsurface disturbance by previous landscaping/construction activities was indicated by observed fragmented human remains within fill-soil layers LII and LIII, and the intrusion of the fill-soils over *in situ* portions of the underlying sand strata and subsurface features. Additionally, the majority of the north wall of the leach field excavation exposed a zone of previous disturbance, clearly indicated by comingled substrata of fill-soil matrices intermingled with beach sand across the north wall profile (Figure 8; see Figure 3).

### **FEATURE B-1**

B-1, originally recorded by CSH (McDermott December 2010) after the discovery, was encountered during initial excavation by construction personnel while manually trying to locate a buried waterline, and was located in nearest proximity to the condominium structure (see Figure 3).

The right temporal portion of an intact cranium was exposed at c. 110 centimeters below surface (cmbs) in the sandy matrices, below c. 60 centimeters of multiple imported fill-soil layers (Figure 9). A burial pit was observed in association with the remains and appeared to have been truncated at the upper extent. Full exposure of Feature B-1 revealed incomplete, disarticulated human remains; suggesting that Feature B-1 had been subject to previous disturbances. An estimated 10% of skeletal remains of this individual were recovered from the feature and included the entire cranium and fragments of clavicle, humerus and radius. Based on craniofacial features it was determined that B-1 was male, interred at adulthood (36-50 years).

### **FEATURE B-2**

Feature B-2 was identified during mechanical excavation for the placement of a 3,000 gallon septic tank. Bone fragments were observed in the excavator bucket after it had withdrawn from within the natural sandy strata c. 110 cmbs at the working edge of the excavation approximately 3 meters west of Feature B-1 (see Figure 3). Based on feature context, percentage of remains recovered, and proximity to Feature B-1, it is likely that Feature B-2 was altered by previous disturbance, but remained partially *in situ*.

Upon investigation of the feature location in the trench, a pit feature was not observed in the concentration of the fragmented remains except for a faint discoloration noted in the area of a nearly intact cranium (Figure 10). At full exposure, the cranium was observed on its right side facing west, possibly *in situ*. The remains were recovered from c. 110 to 140 cmbs across a span

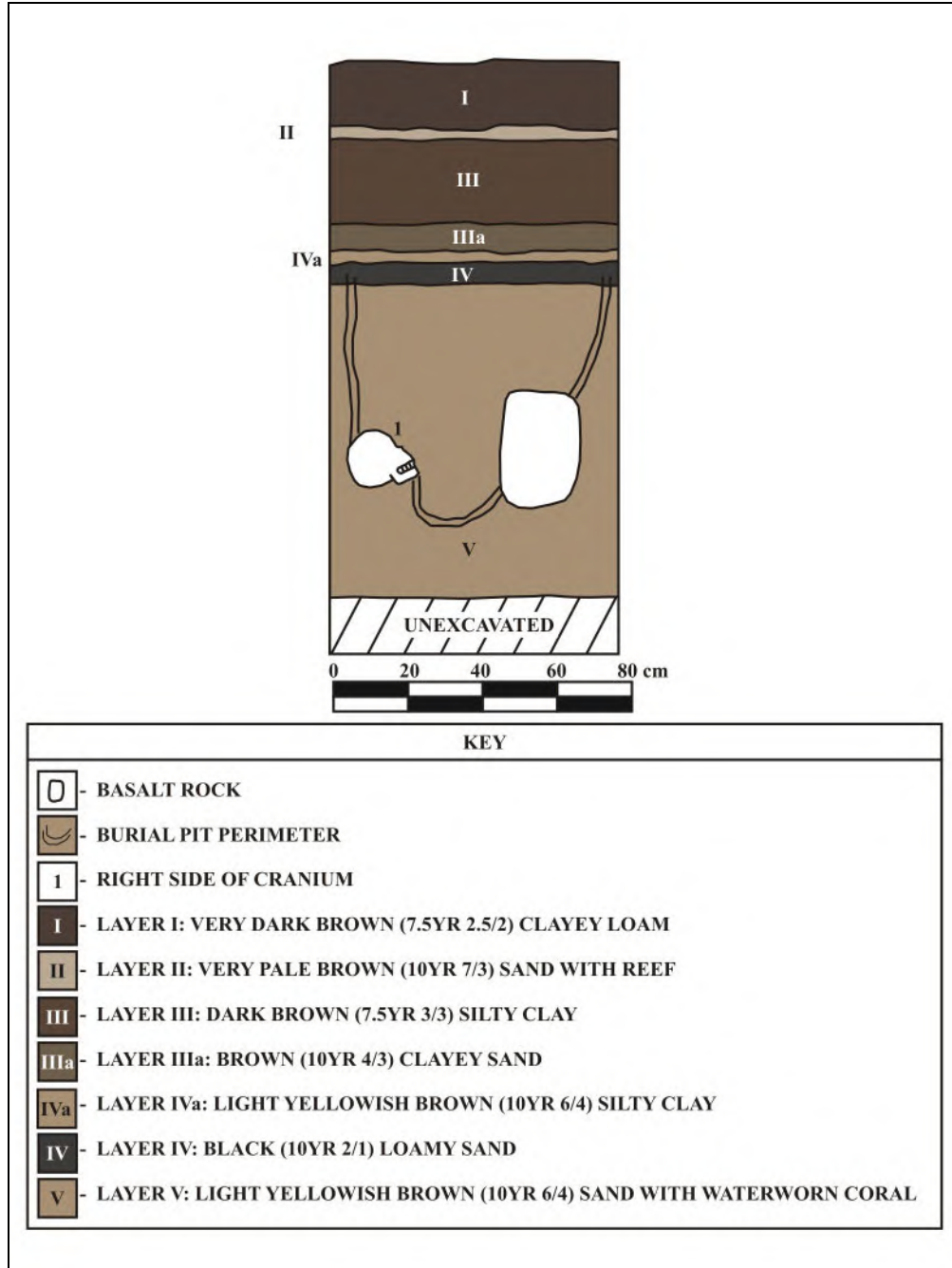


**Figure 8: Photographic overview of Exposed West Section of Zone of Previous Disturbance in North Wall of Leach Field. View to West.**

of 112 to 75 cm (east/west axis). Approximately 40% to 50% of the total skeletal remains of this individual was recovered and included cervical vertebra, metacarpals and bases, phalanges (hand and foot), metatarsals, talus, calcaneous and fragments of clavicle, scapula, humerus, radius, ulna, and other indeterminate fragments.

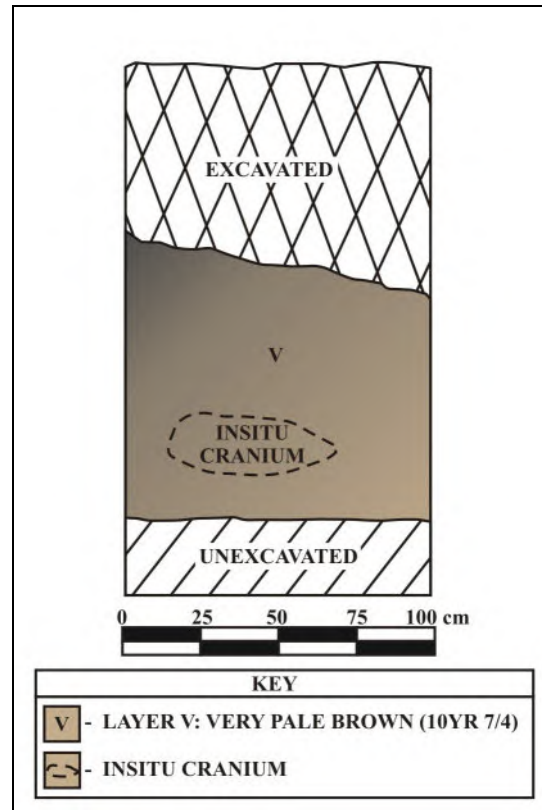
The interment position of this burial was difficult to ascertain considering disturbance to the feature. Though based on the concentration of remains identified and recovered from their location in the trench it was deduced that this burial was interred in a flexed position.

Burial 2 was assessed as female adult (36 – 49 yrs). Traditional cultural materials noted and collected in the area of B-2 concentration consisted of volcanic glass and charcoal.



**Figure 9: Stratigraphic Profile Illustrating Burial Feature 1. South Wall.**



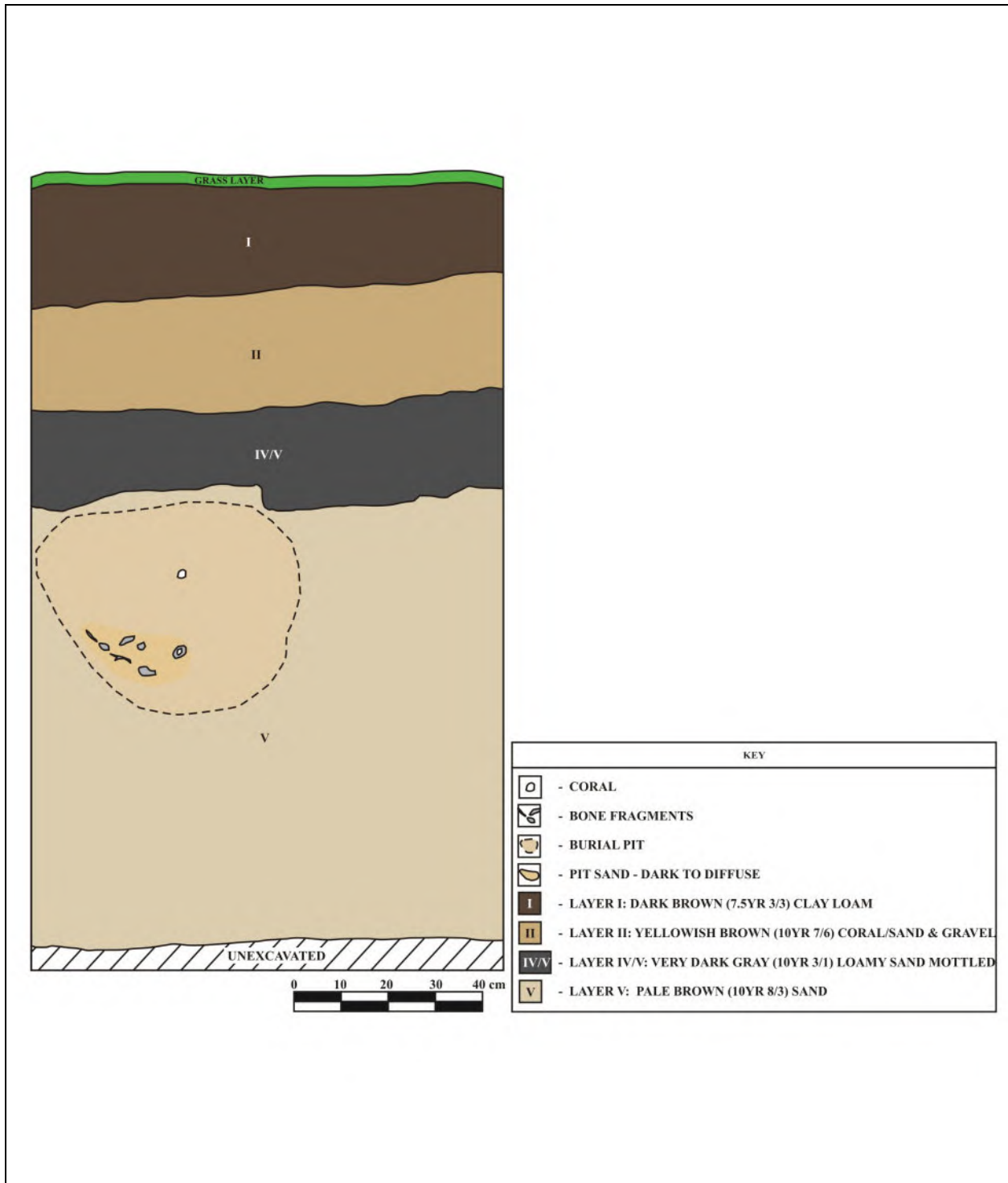


**Figure 10: Stratigraphic Profile Depicting Feature B-2, In Situ Cranium Location. North Wall Profile.**

### **FEATURE B-3**

Similar to Feature B-2, Feature B-3 was revealed when the excavator bucket vertically scraped the north/northeast wall of the leach field, approximately 5 ft. from a concrete walkway adjacent the condo's swimming pool (see Figure 3). The cross-section of a radius and ulna, etc. was exposed in the trench wall at 100 cmbs, and observed within a well defined pit stain feature that occurred at 70 to 115 cmbs, within the intact beach sand deposit just 2 to 5 cm below imported fill-soil layers (Figure 11).

During disinterment of very friable remains it appeared the feature contained a single *in situ* burial probably interred in an extended position oriented east/west ( $63^{\circ}$  E/  $243^{\circ}$  W) lying on its right side, based on arrangement and extent of partially articulated remains within the wall of the excavation. Later analyses of the remains however established an MNI of N=2 for this burial feature. Primarily only the long bones of a second individual were present. In its entirety, the feature extended ca. 85 cm into the east wall of the leach field excavation, and though not significantly indicated by the stratum exposed at Feature B-3, possibility exists that the feature



**Figure 11: Stratigraphic Profile of Feature B-3 Depicting Burial Pit and Cross Section of Skeletal Remains. East Wall Profile.**

was subject to previous disturbance, having primarily impacted the second individual. Large cobble sized fragments of coral were noted in direct association with these remains.

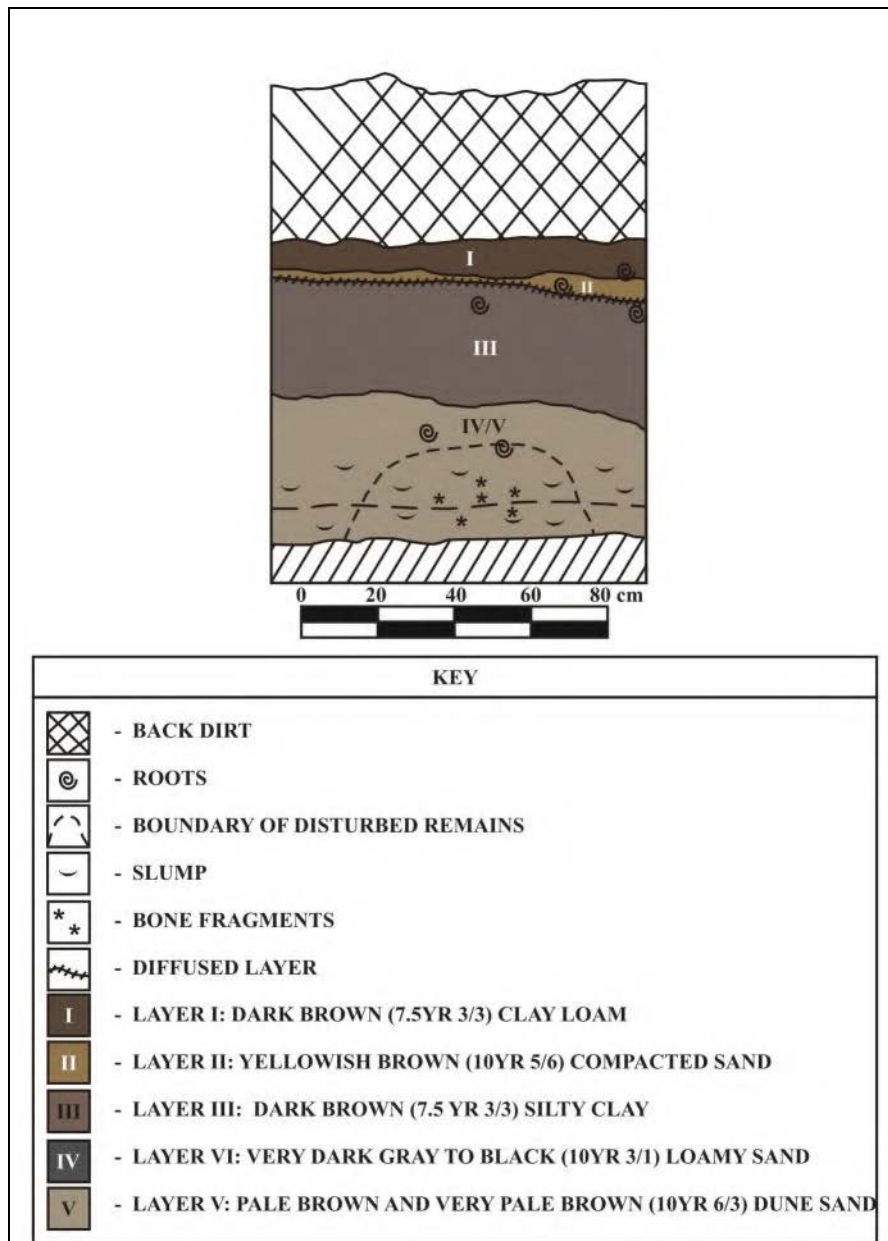
Approximately 85% of the total skeletal remains of one individual and 15% of the total of a second was recovered from this feature and included premolar, maxilla, mandible, clavicle, scapula, humerus, radius, ulna, rib, sacrum, femur, tibia, fibula, patella, talus, metacarpals and bases, metatarsals, and phalanges (hand and foot), and several indeterminate fragments. The friable and fragmented condition of the remains did not allow for sexing, both were assessed as adult (12 – 35 yrs).

#### **FEATURE B-4**

B-4 was an incomplete burial identified in a section of the leach field excavation located in the north end of the west wall at c. 80 to 100 cmbs (see Figure 3). Femur fragments were observed in the trench floor in an area where the west wall met the north wall (Figure 12). Evidence of previous disturbances likely related to earlier development and construction of the property were clearly displayed across the greater part of the north wall of the leach field excavation, and extended to the base of excavations associated with the current GWS project (c. 155 cmbs).

This burial had been completely removed from its original context previous to the current project, thus neither a burial pit nor associated traditional cultural materials could be observed with or near the remains. Investigation of the immediate vicinity of the remains exposed a scatter of human bone fragments across a 2 m<sup>2</sup> area within loamy-sand matrices within which modern debris was observed (*e.g.* carpenter's nails, plastic, etc.). It was during exploration of this burial that skeletal remains were observed in secondary context within surface fill layers of the overall zone of previous disturbance along the northern limit of the leach field excavation. Fill-soil was also noted embedded in the recesses of fractures and grain of the bones of B-4 remains. An estimated 15% of the total skeletal remains of this individual were identified and recovered including coronal, temporal and occipital cranium, maxilla, clavicle, scapula, radius, metacarpal, cuboid, phalanges and indeterminate fragments which were assessed as a sub-adult/adult male (c. 12 – 35 yrs).

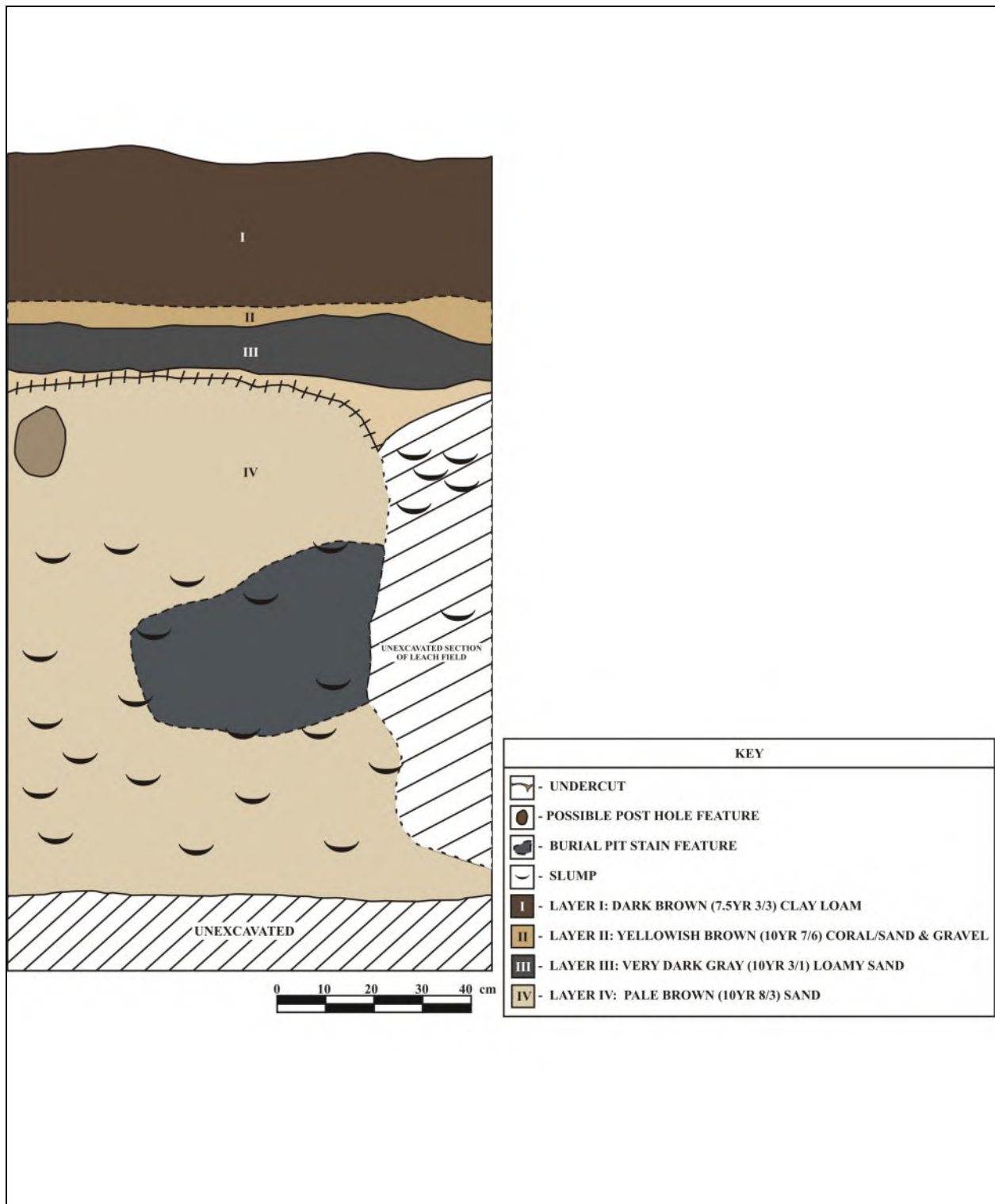




**Figure 12: Feature B-4 Stratigraphic Profile Depicting Location of Previously Disturbed Remains. West Wall Profile.**

### FEATURE B-5

Burial Feature 5 was a burial identified during excavation of the west wall at the south corner of the leach field in the intact beach sand deposit (see Figure 3). Though the skeletal remains of the burial had been completely displaced by the excavator a well defined burial pit feature typically suggestive of *in situ* provenience could still be observed in the wall at a depth of 80 cmbs (Figure 13). No artifacts or cultural materials were noted in association with the burial matrix.



**Figure 13: Stratigraphic Profile of Feature B-5 Depicting In Situ Cranium. West Wall Profile.**

Approximately 20% of the total skeletal remains of this individual was identifiable and recovered from the excavated floor and back dirt and included molar, scapula, clavicle, humerus, radius, ulna, rib, vertebra, sacrum, os coxae, femur, fibula, tibia, talus, metatarsals and many indeterminate fragments. The burial was assessed as a single adult (21 – 35 yrs) of indeterminate sex.

#### **FEATURE B-6**

Burial 6 was identified in the north end of the west wall within the segment of previous disturbance approximately 2 to 3 m *mauka* of B-4 remains (see Figure 3). Remains of this individual were exposed at 50 cmbs when pressure applied to the ground surface by foot collapsed that portion of the wall of the leach field excavation (Figure 14). The remains were completely disarticulated and fairly fragmented. The sandy matrices occurring around the remains and in this portion of the excavation were very loose and mottled with soil from the surface which also was of much lesser thickness over the location of the remains; indicating a possible secondary context for this burial similar to Feature B-4. The remains were assessed as those of a single child (5 – 6 yrs).

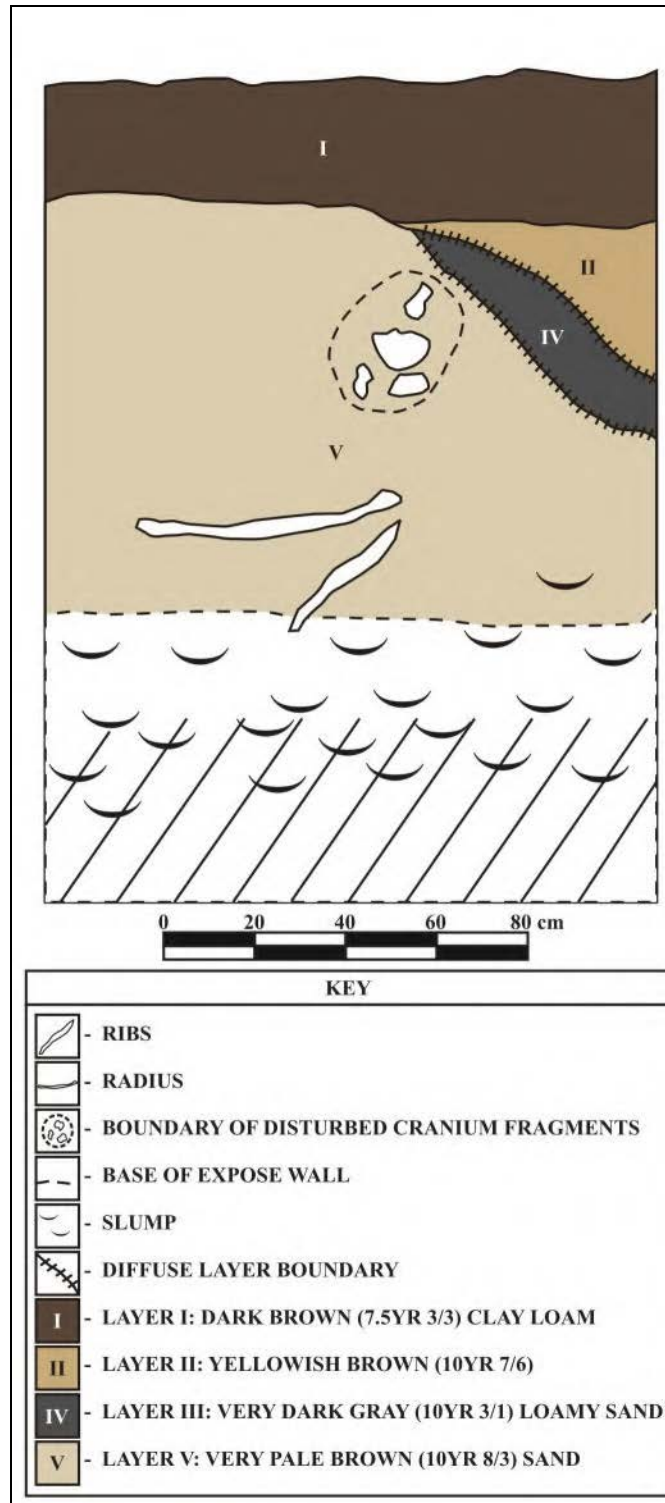
An estimated 25% to 30% of total skeletal remains of this individual was recovered and included coronal and temporal cranium, mandible, scapula, humerus, radius, rib, metacarpals, hand phalanges, metatarsals, os coxae, sacrum, femur, tibia, fibula, and indeterminate fragments.

#### **FEATURE B-7**

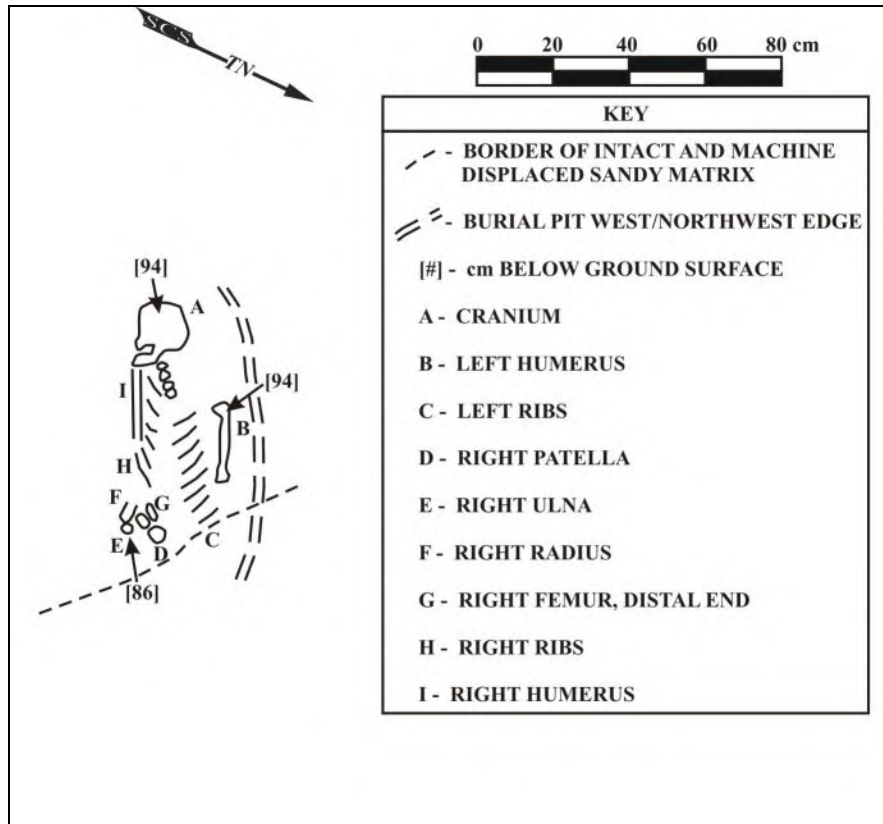
Burial Feature 7 located c. 2 meters west (*mauka*) of Feature B-5, was observed between 37 cmbs of the sand stratum to 130 cmbs in an intact sand deposit that appeared to have been truncated at the upper extent of the burial pit where it would have intruded into the upper stratum, presently fill-soil (Figure 15; see Figure 3). *In situ* skeletal remains were first exposed at c. 94 cmbs but were partially displaced mechanically at the burial's lower half. Once all skeletal remains were exposed, an additional set of remains were identified among the disturbed lower portion of the burial feature. These additional remains were immediately recognized as those of an infant, or fetus, and had been totally disinterred with the lower portion of the remains of the primary individual.

In contrast to the remains of all the other burials encountered, the remains of Feature B-7 were in exceptionally good condition. This was perhaps attributed to the burial's basal level in the sand stratum, within the reaches of the water-table. No artifacts were found in association





**Figure 14: Stratigraphic Profile of Feature B-7 Depicting Remains in Area of Previous Disturbance. West Wall Profile.**



**Figure 15: Planview of Feature B-7 Illustrating Partially *In Situ* Remains.**

with this burial feature, although cultural materials including large fish vertebra, small water worn cobbles and coral were noted in the sandy matrix occurring around the skeletal remains.

Disturbance to this feature was fairly minimal having been only slightly impacted at the lower extreme, and based on placement of intact *in situ* portions of the feature it was determined the remains were likely interred in a flexed supine position facing south, in an east/west axis (235° W/75° E). The remains of the primary individual were assessed as an adult female (>18 yrs) and were fully (100%) recovered from the disturbed sandy matrices, and *in situ* contexts. An estimated 30% to 40% of total skeletal remains of the infant/fetus (0 – 1 yr) was recovered from within the disturbed portion of the burial feature and included coronal and temporal cranium, maxilla, scapula, humerus, radius, ribs, phalange, vertebra, os coxae, femur, tibia and epiphyses.

### **FEATURE B-8**

Burial Feature 8 was encountered by the monitoring archaeologist while manually scraping the top of the exposed sand layer horizontally after the fill-soils layers had been

mechanically removed from the top of the natural sand deposit in attempt to minimize impact to possible burials within the c. 288 ft.<sup>2</sup> of remaining excavation (see Figure 3).

While methodically scraping the wall vertically a small possible pit feature became visible in the sidewall of the sandy stratum at 53 cmbs (Figure 16). In investigating the feature, the top of the sand layer was manually scraped horizontally over the top surface of the pit feature excavating downward toward its interior. A portion of cranium was exposed at 58 cmbs. Full horizontal exposure of the interior of the feature revealed a single partially intact cranium positioned crown down, mandible up, facing south.

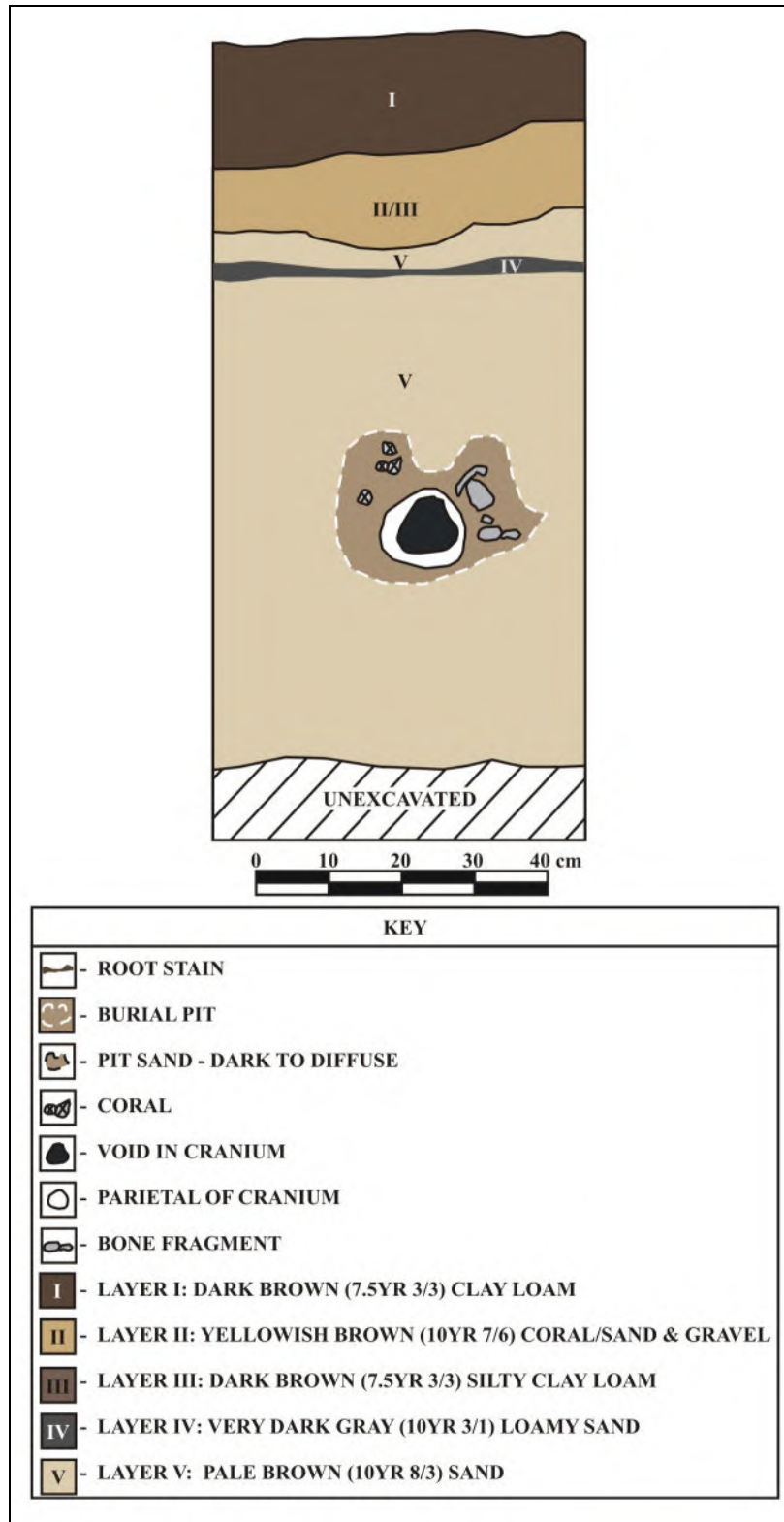
This section of the trench was the mid point between the zones of previous disturbance (north portion) and the intact sand deposit (south portion) in the west wall of the leach field excavation (see Figure 3). An approximate 10 to 15% of this individual's total skeletal remains were recovered from the pit feature limited to cranium, a rib fragment and few indeterminate fragments. Cultural materials present in the pit feature included small pieces of coral. The friable condition of the remains did not allow for age/sex determinations.

#### **FEATURE B-9**

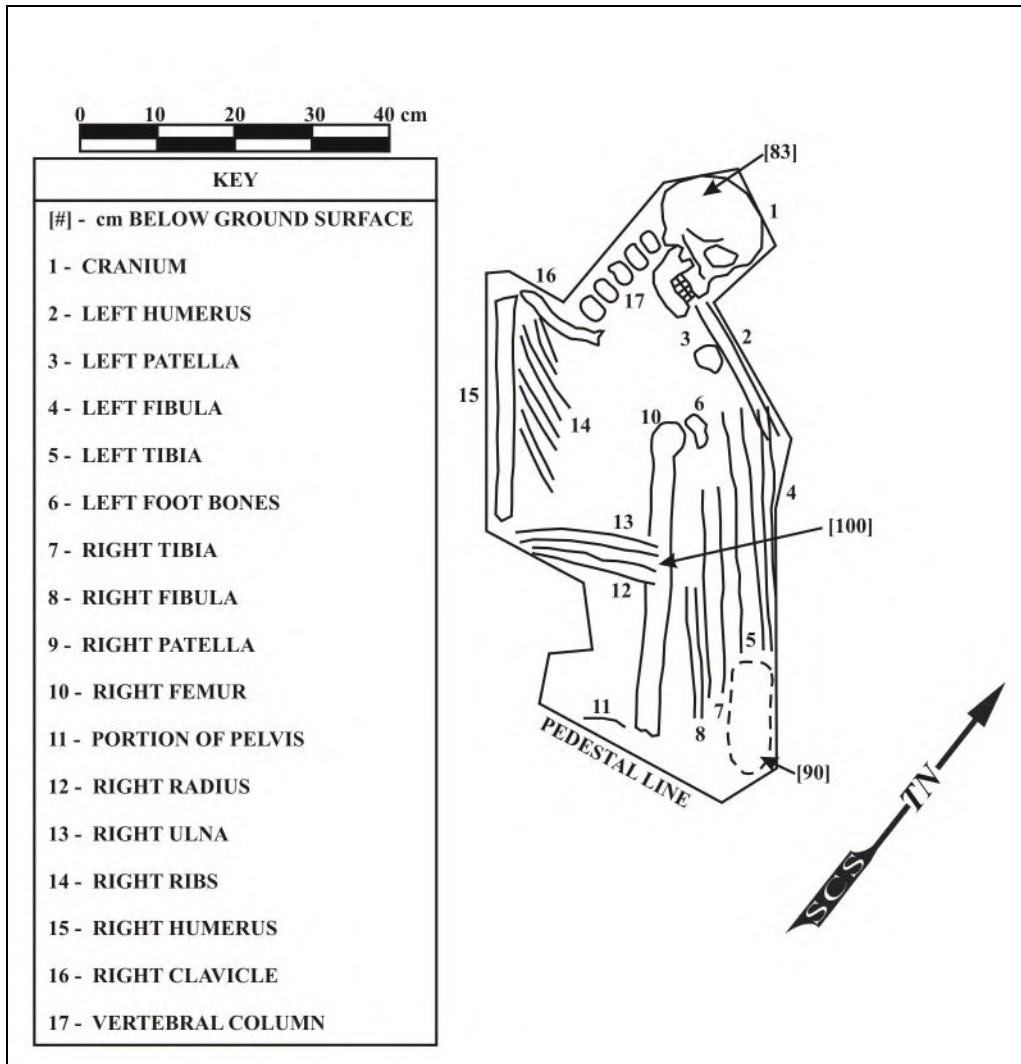
Similar to Feature B-8, this feature, located in the west wall c. 2 meters west (*mauka*) of dual Burial Feature 7, was encountered by the monitoring archaeologist while manually investigating a well defined pit feature after the fill-soil strata had been mechanically removed (see figure 3). The pit feature was observed in the intact sand layer at a depth of 83 cmbs to 100 cmbs, very close to the fill-soil layer and probably intruded into the upper strata (Figure 17). A portion of a humerus was first observed in the wall at c. 104 cmbs. Once the remains were fully exposed in plan view a complete *in situ* single burial was revealed between depths of c 83 cmbs to 105 cmbs.

This burial was in a flexed position lying on its left side in a north/northwest south/southeast axis (130° NW/310° SE) facing east. During the disinterment process this burial was estimated as a male adult (12 – 20 yrs) based on features of the cranium and dentition. One hundred percent of the remains were recovered but were found to be extremely friable and fragile and did not remain intact for analysis. No artifacts or cultural materials were observed with or near feature B-9.





**Figure 16: Stratigraphic Profile of Feature B-8 Depicting Burial Pit Feature and Skeletal Remains.**

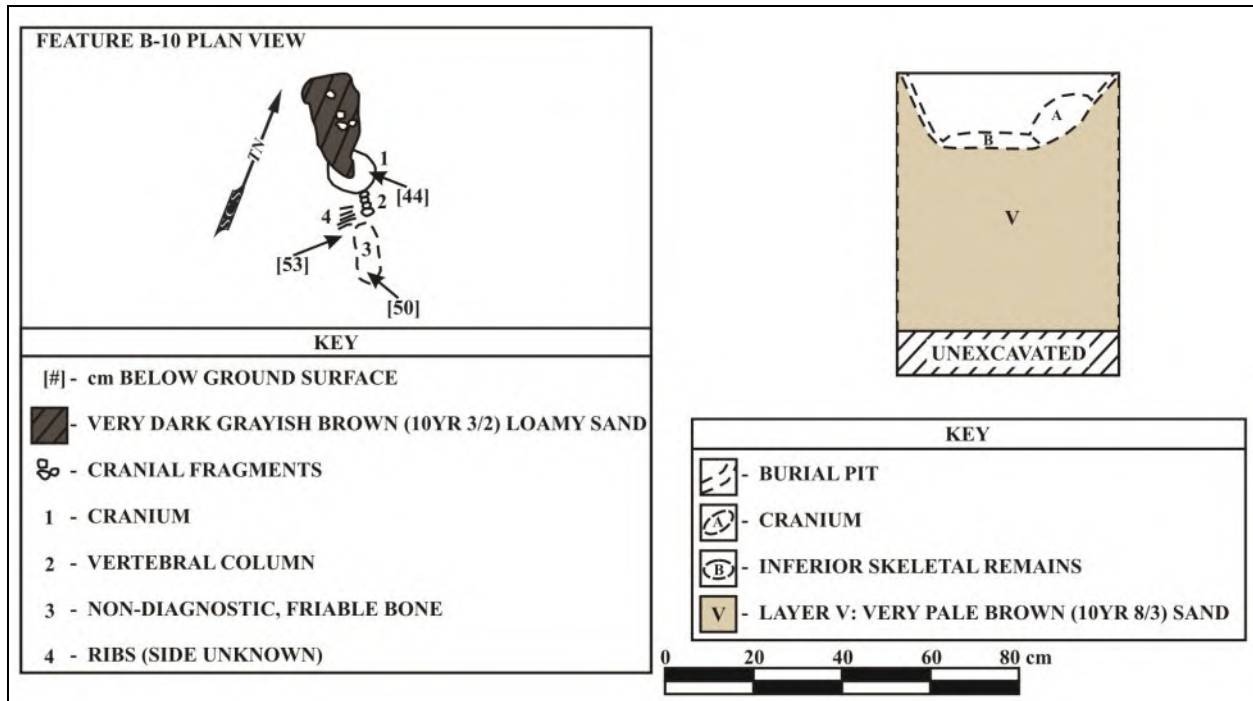


**Figure 17: Plan View of Feature B-9 Illustrating *In Situ* Remains.**

### **FEATURE B-10**

This burial feature was also identified during manual exploration of a pit feature observed in the west wall just within a 2 meter distance north of B-9 (see Figure 3). The pit feature observed at 44 to 60 cmbs from the surface appeared to be truncated and otherwise altered in its upper extent (Figure 18). Cranium was encountered within the boundary where the fill-soil above had intruded into the sand layer.

Once the full horizontal extent of the burial was exposed, between 44 to 53 cmbs, partially articulated remains of a child (0 – 3 yrs) were observed in the loamy-sand matrix. The burial appeared to be supine, orientated northwest/southeast (146° NW/326° SE) in long axis, but the remains were severely friable and the actual interment position was indiscernible.



**Figure 18: Feature B-10 Plan View (Left), and Stratigraphic Profile of West Wall (Right) Depicting Truncated Burial Feature.**

No artifacts or cultural materials were found in association with this burial feature. Approximately <10% of the total skeletal remains of this individual was recovered from the feature and included fragmented cranium, mandible and dentition, clavicle, humerus, radius, sternal manubrium and many indeterminate fragments.

## DISINTERMENT METHODS AND INTERIM CURATION

The SHPD determined that the burials encountered during the GWS project would be best protected if they were disinterred from their locations in the project area. Therefore SCS archaeologists were instructed to remove all human skeletal remains as they were encountered during excavations associated with the GWS installation.

When human remains were identified, all *in situ* and displaced human remains within the excavation were exposed with a trowel and soft brush. Burial data was recorded in metric plan view and/or profile field maps, standardized Subsurface Feature and Human Burial Exposure forms, field notebooks, and with GPS unit recording coordinates for each burial (Appendix B). Once all pertinent data had been recorded each set of remains was wrapped in muslin and placed in *lau hala* containers. Disturbed matrices of burial features and displaced sediments containing skeletal remains were screened through 1/8 inch mesh screens. The *lau hala* burial containers



(*lau hala hina'i*) were placed in plain brown cardboard boxes and locked in a storage facility on-site provided by Hanohano Hale management where they are to remain until final reinterment.

## **Evaluation**

All subject burials described above were evaluated for age/sex determinations and were assessed as native Hawaiian, interred during late pre-Contact to early historic times. All burial features identified during the GWS project were found to have originated in the natural beach sand deposit that occurs below the fill-soils of the project area parcel. Only traditional type cultural materials were noted within burial contexts; no historic cultural properties were found in association with any of the burial features.

Previous disturbance to burials present in the project area was evidenced by skeletal remains observed in surface fill layers and other such altered contexts of the upper extent of the natural sand stratum. All observed human remains were recovered or disinterred per SHPD as a measure of protection due to the ongoing GWS project. Following the completion of work in the project area all twelve sets of remains as well as those found in isolated contexts of previous disturbance are proposed for reinterment in a permissible location on the project area parcel.

## **SIGNIFICANCE ASSESSMENTS**

Site -7120 has been evaluated for significance according to the criteria established for the Hawai'i State Register of Historic Places. The five criteria are defined as follows:

- Criterion A: Site is associated with events that have made a significant contribution to the broad patterns of our history;
- Criterion B: Site is associated with the lives of persons significant to our past;
- Criterion C: Site is an excellent site type and embodies distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual construction;
- Criterion D: Site has yielded or has the potential to yield information important in prehistory or history;
- Criterion E: Site has cultural significance to an ethnic group; examples include religious structures, burials, major traditional trails, and traditional cultural places.

As a pre-Contact era burial site, Site -7120 is considered to be significant under criterion D and E for the information it contains and its cultural significance as a pre-Contact Hawaiian burial ground, and a traditional cultural place as a center of pre-Contact burial practices.

The parcel has been subject to extensive development and the project area locus no longer fully possesses integrity of setting/feeling etc. as is requisite for properties listed in the Hawai'i Register of Historic Places. The burials of Site -7120 are considered significant under criterion E significant as traditional cultural properties and await reinterment to an alternative location in the project area parcel, under SHPD's Burial Sites Program. The on-site reinterment location shall offer appropriate conditions for long term protection and conservation of the burials (refer to the separate Burial Component of the Data Recovery Plan).

### **DISCUSSION AND RECOMMENDATIONS**

Initial research of the general project area environs developed a land use model that points to the project area as the location of pre-Contact fishing, farming and habitation. The subject property is in alignment to many documented burials associated with pre-Contact habitation in Punalu'u Ahupua'a. Additionally a coastal heiau, Kaumaka'ula'ula Heiau, one of the most sacred heiau in Ko'olauloa, was located on the coast somewhere between present day Punalu'u Beach Park and Maipuna Stream (Sterling 1978). These data clearly point to an intensive traditional occupation for the general Koolauloa Punalu'u area including the subject project area

Due to the known distribution of native Hawaiian burials recorded in the project area, and its location within coastal environs in intact Jaucus beach sand deposits newly documented Site -7120 is interpreted to have functioned as a pre-Contact burial site. All data is in agreement with land use models and the archaeological record documented by previous archaeological studies conducted in the surrounding Punalu'u region.

Despite numerous prior archaeological investigations, significant sites and features continue to be identified throughout the area. There continues to be possibility that burials may be inadvertently encountered both within previously disturbed and intact Jaucus beach sand deposits in the general area. It is the recommendation of SCS that all future ground disturbing activities in the project area be subject to Archaeological Monitoring.

## REFERENCES CITED

- Bath, Joyce. Marc Smith.  
1988 Memorandum File *Pat's at Punalu`u* Site 50-80-06-3970. [TMK 5-3-08:1 and 2]
- Chinen, Jon J.  
1961 *Original Land Titles in Hawaii*. Copyright 1961 Jon Jitsuzo Chinen. Honolulu.
- Daws, G.  
1982 *Shoal of Time: History of the Hawaiian Islands*. University of Hawai`i Press. Honolulu.
- Denison, David  
1975 *An Archaeological Reconnaissance Survey of Punalu`u Lands, Punalu`u, O`ahu*. Bishop Museum Honolulu Hawai`i.
- DLNR/SHPD  
2002 HAR 278 Rules Governing Standards for Archaeological Data Recovery Studies and Reports. DLNR/SHPD, Honolulu.  
  
2002 HAR 300 Rules Governing Standards for Rules Practice and Procedures Relating to Burial Sites and Human Remains. DLNR/SHPD, Honolulu.
- Foote, D.E., E. Hill, S. Nakamura, and F. Stephens  
1972 *Soil Survey of the Islands of Oahu, Maui, Molokai, and Lanai, State of Hawaii*. U.S. Department of Agriculture Soil Conservation Service. Washington. D.C
- Gregg, Elizabeth, Joseph Kennedy.  
2004 *A Report Concerning the Inadvertent Discovery of Human Remains at a Property Located at TMK 5-3-08:26 in Kaluanui Ahupua`a, Ko`olauloa District Island of O`ahu*. Archaeological Consultants of the Pacific, Inc. Haleiwa Hawai`i.
- Handy, E.S. Craighill and Elizabeth Green Handy  
1972 *Native Planters in Old Hawaii*. Bishop Museum Bulletin 233. Bishop Museum Press. Honolulu, Hawai`i.
- Hunt, Terry  
1993 *Archaeological Inventory Survey Papa'akoko, Ko'olauloa, O'ahu (TMK:5-3-9:58)*. DLNR/SHPD, Honolulu.
- Jourdane, Elaine  
1995 *Inadvertent Discovery of Skelatal Remains 53-504 Kamehameha Highway. Punalu`u, Ko`olauloa, O`ahu [TMK 5-3-06:29]*.



- Kam, Wendall, Jason Ota.  
1981 Letter on File Division of State Parks. Human Cranium Located In Huilua Fishpond in Kahana Bay. Honolulu Hawai`i.
- Kamakau, Samuel M.  
1961 *Ruling Chiefs of Hawai`i*. Kamehameha Schools Press. Honolulu.
- Kame`eleihiwa, Lilikalā  
1992 *Native Land and Foreign Desires: Pehea La E Pono Ai?* Bishop Museum Press. Honolulu.
- Kawachi, Carol. Marc Smith.  
1989 *Burial Remains on Pacific Asian Inc, Lands in Punalu`u, Ko`olauloa, O`ahu [TMK 5-3-03:01]*. Letter File State Of Hawai`i DLNR.
- Kelly, Marion  
1983 *Nā Māla o Kona: Gardens of Kona*. Dept. of Anthropology Report Series 83-2. Bishop Museum. Honolulu.  
1998 “Gunboat Diplomacy, Sandalwood Lust and National Debt.” In *Ka Wai Ola o OHA*, Vol. 15, No. 4, April 1998.
- Kirch, Patrick V. and Marshall Sahlins  
1992 *Anahulu*. Vols. 1 and 2. University of Chicago Press. Chicago.
- Kuykendall, R.S.  
1938 *The Hawaiian Kingdom*. Vol. 1. University of Hawai`i Press. Honolulu.
- McDermott, Matt  
2010 CSH’s Investigation of the Hanohano Hale, Punaluu, Inadvertent Burial Find 12-17-09 – Summary Letter. Honolulu, Hawai`i.
- Medical Examiners Office  
1988 City and County of Honolulu Medicals Examiners Report # 0-469. Letter on File SHPD Kapolei Hawai`i.
- Munsell Color  
2000 *Munsell Soil Color Charts*. Macbeth Division of Kollmorgen Instruments Corporation, Baltimore, Maryland.
- Perzinski, David. Hallett Hammatt  
2004 *An Archaeological Monitoring Report for the Windward Mains 36’’ Waterline Replacement Project. Punalu`u and Kahana Ahupua`a, Ko`olauloa District, Island of O`ahu TMK Zone 5: (Punalu`u) 5-3-01,02,04,05, and 06; (Kahana) 5-2-05*. Cultural Surveys Hawai`i Kailua Hawai`i.

- Pukui, Mary, Samuel Elbert, and Esther Mookini  
1972 *Place Names of Hawaii*. University of Hawaii Press. Honolulu.
- Smith, Marc. Joyce Bath. W Bruce Masse.  
1988 *Three Burials at 53-368 Kamehameha Highway, Wai`ono, Ko`olauloa, O`ahu. Honolulu Hawai`i.*
- Spear, Robert L., and David Chaffee  
1993 *An Archaeological Assessment of the Sewage System Upgrade Project, Hanohano Hale Condominium, Papa'akoko, Punaluu, O'ahu, Hawai'I [TMK: 5-3-08: 01]. Honolulu, Hawaii.*
- Sterling, Elspeth. And Catherine Summers.  
1978 *Sites of O`ahu*. Bishop Museum Press, Honolulu, Hawai`i.
- Waihona `Aina Corporation  
2010 *Māhele Database*. [www.waihona.com](http://www.waihona.com) Accessed in March 2010. Honolulu, Hawaii.
- Personal communication  
March 2010, Sarai Anne Vahey and Edgar Hanohano of Hanohano Enterprises, Inc., and Hanohano Family Ltd.

**APPENDIX A**





## DOCUMENT DELIVERY

**Mahele Database Documents**  
 Number: 02289\*O

|                     |                            |                          |                      |
|---------------------|----------------------------|--------------------------|----------------------|
| Claim Number:       | <b>02289*O</b>             |                          |                      |
| Claimant:           | <b>Kauhola</b>             |                          |                      |
| Other claimant:     |                            |                          |                      |
| Other name:         |                            |                          |                      |
| Island:             | <b>Oahu</b>                |                          |                      |
| District:           | <b>Koolauloa</b>           |                          |                      |
| Ahupuaa:            | <b>Papaakoko, Kaluanui</b> |                          |                      |
| Ili:                | <b>Haleaha</b>             |                          |                      |
| Apana:              | <b>2</b>                   | Awarded:                 | <b>1</b>             |
| Loi:                |                            | FR:                      |                      |
| Plus:               |                            | NR:                      | <b>431v3</b>         |
| Mala Taro:          |                            | FT:                      |                      |
| Kula:               |                            | NT:                      | <b>197v10,338v10</b> |
| House lot:          |                            | RP:                      | <b>5590</b>          |
| Kihapai/Pakanu:     |                            | Number of Royal Patents: | <b>1</b>             |
| Salt lands:         |                            | Koele/Polima:            | <b>No</b>            |
| Wauke:              |                            | Loko:                    | <b>No</b>            |
| Olona:              |                            | Lokoia:                  | <b>No</b>            |
| Noni:               |                            | Fishing Rights:          | <b>No</b>            |
| Hala:               |                            | Sea/Shore/Dunes:         | <b>No</b>            |
| Sweet Potatoes:     |                            | Auwai/Ditch:             | <b>No</b>            |
| Irish Potatoes:     |                            | Other Edifice:           | <b>No</b>            |
| Bananas:            |                            | Spring/Well:             | <b>No</b>            |
| Breadfruit:         |                            | Pigpen:                  | <b>No</b>            |
| Coconut:            |                            | Road/Path:               | <b>No</b>            |
| Coffee:             |                            | Burial/Graveyard:        | <b>No</b>            |
| Oranges:            |                            | Wall/Fence:              | <b>No</b>            |
| Bitter Melon/Gourd: |                            | Stream/Muliwai/River:    | <b>No</b>            |
| Sugar Cane:         |                            | Pali:                    | <b>No</b>            |
| Tobacco:            |                            | Disease:                 | <b>No</b>            |

|                          |                |                        |
|--------------------------|----------------|------------------------|
| Koa/Kou Trees:           | Claimant Died: | <b>No</b>              |
| Other Plants:            | Other Trees:   |                        |
| Other Mammals: <b>No</b> | Miscellaneous: | <b>claims ahupua`a</b> |

**No. 2289\*O, Kauhola  
N.R. 431-432v3**

To the Land Commissioners of the Hawaiian Islands, Greetings: I, the one whose name is below, hereby state my claim for land held anciently from Kamehameha I. Kalaau, my makuakane, and Kamookeawe, my makuahine, lived with Kamehameha and sailed with him to the battle of Nuuanu. When the battle was over, Kamehameha gave the land of Papaakoko to him, until the time of Kamehameha III, when it was divided, half for the ali`i and half for me. My half adjoins Kaluanui; that is my claim, given by Kamehameha III, Koolauloa, Island of Oahu.

Claim 2 on Hawaii. the one below was from Kamehameha II, from the battle of Kuamo`o. When the battle was over, Kamehameha gave the land of Pahoeheo in Kona and Kahei in Kohala to Kalaau /and he held it from this time/ until Kamehameha III. Kamehameha III gave me Pahoeheo in Kona, and that is my claim, from the ali`i nui.

KAUHOLA  
Honolulu, Oahu, December 31, 1837

**N.T. 197v10  
No. 2289, Kauhola**

COPY  
Kauhola's land as listed in Mahele Book  
Papaakoko ahupuaa, Koolauloa, Oahu.  
Kapehu ahupuaa, Hilo, Hawaii  
TRUE COPY  
A.G. Thruston, Secretary  
Interior Department, 11 February 1853  
Continued page 338 Kauhola

**N.T. 338v10  
No. 2289, Kauhola, (from page 197)**

Kauhola's land  
Papaakoko ahupuaa, Koolauloa, Oahu  
Kapehu ahupuaa, Hilo Hawaii  
Register claim and make settlement  
S.P. Kalama  
Royal Palace, 4 February 1854

[Award 2289; R.P. 5590; Papaakoko Koolauloa (ahupuaa); 59.10 Acs; Haleaha Kaluanui Koolauloa; 1 ap.; 17.10 Acs; R.P. 1654; Kapehu Hilo; 1 ap.; 241.6 Acs]



**APPENDIX B**



**Table 1: GPS Coordinates of Project Area Burial Feature Locations.**

| <b>BURIAL<br/>FEATURE<br/>#</b> | <b>East</b> | <b>North</b> | <b>UTM<br/>Datum/Zone</b> |
|---------------------------------|-------------|--------------|---------------------------|
| 1                               | 614938      | 2387827      | WGS84                     |
| 2                               | 614943      | 2387822      | WGS84                     |
| 3                               | 614935      | 2387825      | WGS84                     |
| 4                               | 614940      | 2387820      | WGS84                     |
| 5                               | 614933      | 2387825      | WGS84                     |
| 6                               | 614933      | 2387824      | NAD83                     |
| 7                               | 614933      | 2387824      | NAD83                     |
| 8                               | 614935      | 2387821      | NAD83                     |
| 9                               | 614935      | 2387821      | NAD83                     |
| 10                              | 614932      | 2387823      | NAD83                     |
| 11                              | 614933      | 2387820      | NAD83                     |
| 12                              | 614932      | 2387822      | NAD83                     |



**DRAFT—Archaeological Inventory Survey in Support of  
New Construction at Pat's at Punalu'u, Papa'akoko  
Ahupua'a, Ko'olaupia District, Island of O'ahu, Hawai'i**

TMK (1) 5-3-008:002 por.

**Prepared for:**

Pat's at Punaluu AOA  
PO Box 6403  
Kaneohe, Hawai'i 96744

**Prepared by:**

David Byerly, BA  
and  
Michael Desilets, MA, RPA

Garcia and Associates  
146 Hekili St., Suite 101  
Kailua, Hawai'i 96734

Hawai'i SHPD Permit No. 17-20

GANDA Report No. 2369-1



24 May 2017





## MANAGEMENT SUMMARY

At the request of Pat's at Punalu'u AOA, Garcia and Associates conducted an archaeological inventory survey in support of proposed new construction at TMK (1) 5-3-008:002 por., Papa'akoko Ahupua'a, Ko'olauloa District, O'ahu. Excavation of 14 test trenches produced one previously-identified historic property—State Inventory of Historic Places (SIHP) Site 50-80-06-3970, a truncated pre-Contact Hawaiian cultural layer.

SIHP Site 50-80-06-3970 consists of a charcoal-enriched, sandy cultural layer observed across almost the entire survey area. The base of the deposit exhibits numerous discrete pit features, 12 of which were recorded during this survey. Three of the pit features contained significant quantities of marine invertebrate remains, fish bone, and macroscopic charcoal. Two lithic artifacts were also recovered—a volcanic glass flake and a basalt flake. Radiocarbon dating of wood charcoal from short-lived taxa from two pit features produced date ranges of Cal AD 1425–1470 and Cal AD 1665–Post 1950.

SIHP Site 50-80-06-3970 has produced, and is likely to continue to produce, important information regarding pre-Contact Hawaiian habitation and marine resource procurement along the Ko'olauloa coast. The deposit has also produced Hawaiian burials on the project parcel and on a neighboring parcel. It is therefore a significant historic property under Hawai'i Administrative Rules §13-284-6 Criteria "d" and "e." The effect determination for this site is "effect with agreed-upon mitigation commitment." The recommended mitigation commitment for the site is archaeological data recovery prior to earth-disturbing construction activities. However, proposed ground disturbing construction activities associated with Apartment Unit 115 renovations will occur only at previously installed footing and will therefore have "no effect" on significant historic properties.

## CONTENTS

|                                                                               |    |
|-------------------------------------------------------------------------------|----|
| Management Summary .....                                                      | i  |
| List of Figures .....                                                         | iv |
| List of Tables .....                                                          | v  |
| <br>                                                                          |    |
| 1.0 INTRODUCTION .....                                                        | 1  |
| 1.1 Project Description.....                                                  | 1  |
| 1.2 Project Authority.....                                                    | 1  |
| 2.0 BACKGROUND .....                                                          | 5  |
| 2.1 Project Location and Environmental Setting.....                           | 5  |
| 2.1.1 Soils.....                                                              | 5  |
| 2.2 Traditional Land Use in Papa‘akoko Ahupua‘a .....                         | 5  |
| 2.3 Historic Land Tenure .....                                                | 9  |
| 2.3.1 Development of Sugarcane Cultivation in Ko‘olauloa .....                | 10 |
| 2.3.2 The Modern Era .....                                                    | 10 |
| 2.4 Previous Archaeological Research.....                                     | 11 |
| 2.4.1 Modern Archaeological Studies conducted in Papa‘akoko .....             | 11 |
| 2.4.2 Inadvertent Burial Discoveries in the Vicinity of the Project Area..... | 14 |
| 2.4.3 Archeological Summary.....                                              | 14 |
| 3.0 METHODOLOGY .....                                                         | 15 |
| 3.1 Feature Sampling and Analysis.....                                        | 15 |
| 3.1.1 Radiocarbon Analysis .....                                              | 15 |
| 3.2 Site Boundary Determination.....                                          | 16 |
| 4.0 RESULTS .....                                                             | 16 |
| 4.1 Project Area Stratigraphy.....                                            | 16 |
| 4.2 Test Trench Descriptions .....                                            | 19 |
| Trench 1 .....                                                                | 19 |
| Trench 2 .....                                                                | 20 |
| Trench 3 .....                                                                | 21 |
| Trench 4 .....                                                                | 21 |
| Trench 5 .....                                                                | 23 |
| Trench 6 .....                                                                | 23 |
| Trench 7 .....                                                                | 23 |
| Trench 8 .....                                                                | 25 |
| Trench 9 .....                                                                | 25 |
| Trench 10 .....                                                               | 27 |
| Trench 11 .....                                                               | 29 |
| Trench 12 .....                                                               | 31 |
| Trench 13 .....                                                               | 31 |
| Trench 14 .....                                                               | 34 |

## Contents

|                                                                       |    |
|-----------------------------------------------------------------------|----|
| 4.3 Laboratory Analysis .....                                         | 35 |
| 4.3.1 Lithic Artifacts.....                                           | 35 |
| 4.3.2 Faunal Assemblage.....                                          | 36 |
| 4.3.3 Wood Identification and Radiocarbon Dating Results .....        | 39 |
| 4.4 SIHP Site 50-80-06-3970: Pre-Contact Hawaiian Cultural Layer..... | 41 |
| 5.0 CONCLUSIONS AND RECOMMENDATIONS .....                             | 41 |
| 5.1 SIHP Site 50-80-06-3970: Significance and Integrity .....         | 43 |
| 5.2 Effect Determination and Mitigation Recommendation .....          | 44 |
| 6.0 REFERENCES.....                                                   | 45 |
| APPENDIX A: WOOD IDENTIFICATION RESULTS.....                          | 47 |
| APPENDIX B: RADIOCARBON RESULTS .....                                 | 55 |

## FIGURES

|                                                                                                    |    |
|----------------------------------------------------------------------------------------------------|----|
| Figure 1. Project location on 1:24,000 scale USGS 7.5 minute 1998 Kahana quadrangle map. ....      | 2  |
| Figure 2. Project area shown on TMK map (1) 5-3-008.....                                           | 3  |
| Figure 3. Proposed renovation area for Apartment Unit 115 outlined in red.....                     | 4  |
| Figure 4. Concrete footing locations for Apartment Unit 115. ....                                  | 4  |
| Figure 5. Project area shown on Esri World Imagery 2016 aerial image. ....                         | 6  |
| Figure 6. Project area soils map.....                                                              | 7  |
| Figure 7. Previous archaeological research and sites in the vicinity of the project area .....     | 12 |
| Figure 8. Trench locations and observed limits of traditional Hawaiian cultural layer. ....        | 17 |
| Figure 9. Trench 1, northwest wall. ....                                                           | 20 |
| Figure 10. Feature T1-1, northwest wall of Trench 1. ....                                          | 20 |
| Figure 11. Trench 2, southeast wall. ....                                                          | 21 |
| Figure 12. Trench 3, southeast wall. ....                                                          | 22 |
| Figure 13. Trench 4, southeast wall. ....                                                          | 22 |
| Figure 14. Trench 5, northwest wall. ....                                                          | 24 |
| Figure 15. Trench 6, northwest wall. ....                                                          | 24 |
| Figure 16. Trench 7, northwest wall. ....                                                          | 25 |
| Figure 17. Trench 8, southeast wall. ....                                                          | 26 |
| Figure 18. Trench 8, southeast wall. ....                                                          | 26 |
| Figure 19. Trench 9, northwest wall. ....                                                          | 27 |
| Figure 20. Trench 9, Feature T9-2 (red oval), northwest wall.....                                  | 27 |
| Figure 21. Trench 10, northwest wall. ....                                                         | 28 |
| Figure 22. Trench 10, Feature T10-1 (red oval), view to southwest.....                             | 28 |
| Figure 23. Close-up of Feature T10-1, charcoal and thermally altered sand visible in side wall. .. | 29 |



## Figures

|                                                                                                      |    |
|------------------------------------------------------------------------------------------------------|----|
| Figure 24. Trench 11, northwest wall. ....                                                           | 30 |
| Figure 25. Trench 11, Feature 11-1, northwest wall. ....                                             | 30 |
| Figure 26. Trench 11, Feature 11-2 at far right in red circle, northwest wall.....                   | 30 |
| Figure 27. Trench 12, southeast wall. ....                                                           | 32 |
| Figure 28. Feature T12-1 (red oval), southeast wall. ....                                            | 32 |
| Figure 29. Trench 13, southeast wall. ....                                                           | 33 |
| Figure 30. Trench 13, view to southeast. ....                                                        | 33 |
| Figure 31. Trench 14, southeast wall. ....                                                           | 34 |
| Figure 32. Trench 14 stratigraphy, southeast wall. ....                                              | 35 |
| Figure 33. Artifact no.1, volcanic glass flake (left) and artifact no. 2, basalt flake (right). .... | 36 |
| Figure 34. Sea urchin spines, body fragments, and a <i>Labridae</i> tooth .....                      | 37 |
| Figure 35. Current site boundary for SIHP Site 50-80-06-3970. ....                                   | 42 |

## TABLES

|                                                                         |    |
|-------------------------------------------------------------------------|----|
| Table 1. Previous Archaeology in the Vicinity of the Project Area ..... | 13 |
| Table 2. Stratigraphic Descriptions for Project Area Sediments.....     | 18 |
| Table 3. Faunal Assemblage Data.....                                    | 37 |
| Table 4. Charcoal Identification Results .....                          | 40 |
| Table 5. Radiocarbon Dating Results.....                                | 40 |
| Table 6. Significance Evaluation Results.....                           | 43 |



## **1.0 INTRODUCTION**

At the request of Pat's at Punalu'u AOA, Garcia and Associates conducted an archaeological inventory survey (AIS) in support of demolition and eventual new construction at TMK (1) 5-3-008:002 por., Papa'akoko Ahupua'a, Ko'olauloa District, O'ahu. (Figures 1 and 2).

The primary objective of the AIS was to identify and document extant historic properties, including possible subsurface cultural deposits, within the parcel. Michael Desilets, M.A., served as the Principal Investigator for the Project. Mr. Desilets meets the professional qualifications outlined in Hawai'i Administrative Rules (HAR) §13-281-3 and is permitted to conduct archaeological investigations under State Historic Preservation Division (SHPD) Permit No. 17-20 (Permit No. 16-27 at the time of the fieldwork).

The archaeological survey was conducted on 25–28 October 2016 and 1 November 2016 by Patrick O'Day, PhD, David Byerly, BA, and Mr. Desilets. The AIS consisted of the excavation of 10 test trenches using a backhoe and mini-excavator.

### **1.1 Project Description**

This AIS supports two new construction projects proposed for the project area. For the first project, Pats at Punaluu AOA proposes to remodel existing Apartment Unit 115, located adjacent to the recently demolished Pats and Punaluu Restaurant. The location of the unit is shown in Figure 3 below. The construction will involve renovations to support development and utilization of the apartment unit. The portion of the work that is of concern for archaeological resources is the proposed subsurface excavation for the footings. To support renovation work, excavation will be required at the locations of nine (9) concrete pier footings. The locations of these footings are shown in Figure 4 below. Excavation depth to install the new footings will range from 12 to 18 inches. Importantly, the newly planned concrete footings are in the same locations as the existing concrete footings that supported the previous structure at the site. The existing footings will be demolished and removed, and the new footings installed in their place.

The second project has not yet reached the design stage, but involves construction of condominium units on the remainder of the project area. Construction is anticipated to involve excavation for a concrete foundation, roughly corresponding to the location of the existing concrete pad located east of the parking lot. Utilities lines are already in place from the previous structure, so no new utility trenching is anticipated. Work at the existing parking lot will consist only of repaving.

### **1.2 Project Authority**

This AIS was conducted pursuant a Hawaii Revised Statutes Chapter 6E-42 Historic Preservation Review of Building Permit Applications A2016-06-0024 and A2016-06-00250, for addition/alteration of an existing apartment and demolition of an abandoned restaurant, respectively, by property owner "Pat's at Punaluu". Based on a review of the archaeological and historic potential of the parcel, SHPD determined that an AIS was necessary (July 13, 2016 Log No. 2016.01405, 2016.01406, Doc. No. 1606AK07). The present AIS was completed in accordance with HAR §13-276, Rules Governing Standards for Archaeological Inventory Surveys and Reports.

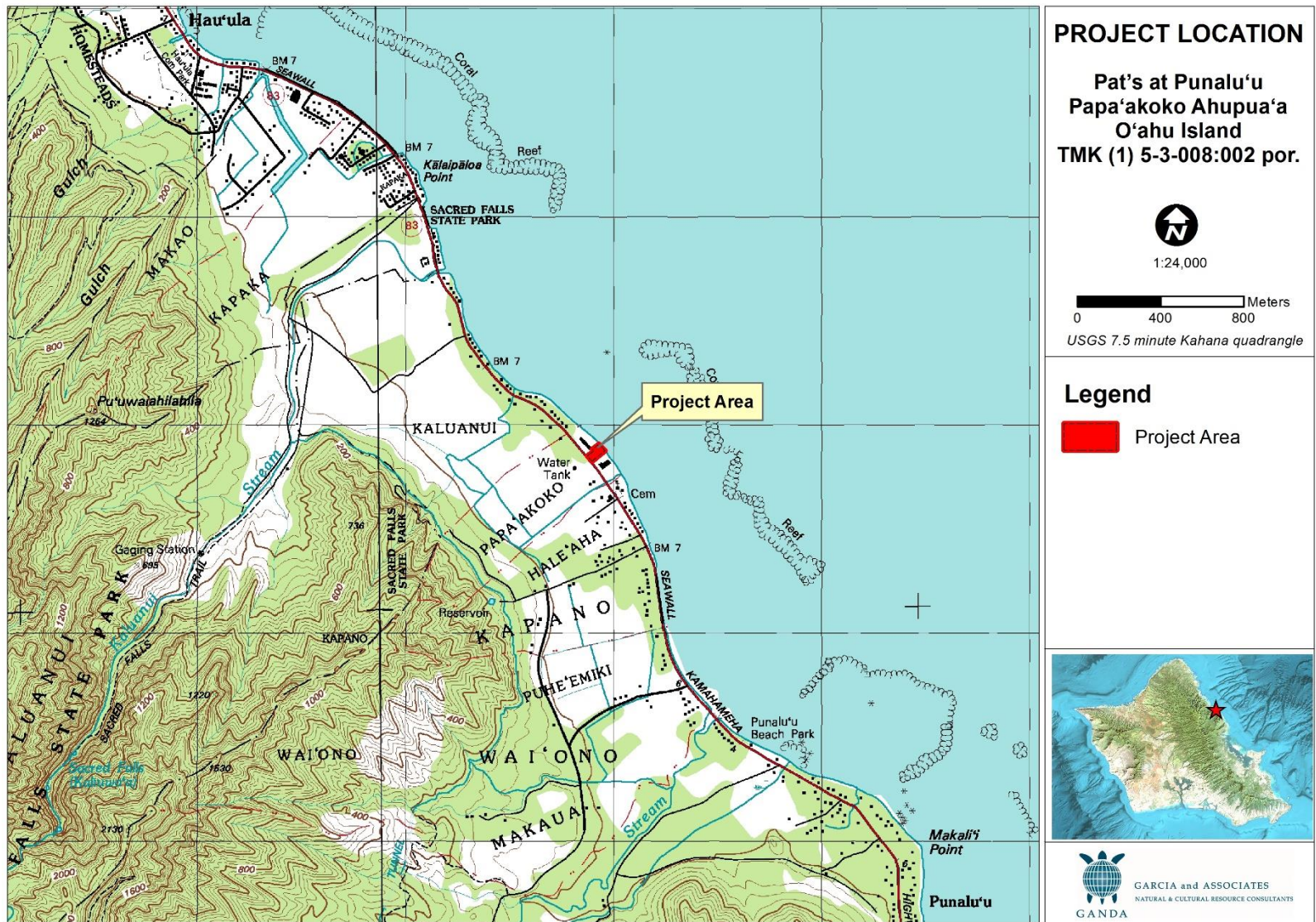


Figure 1. Project location on 1:24,000 scale USGS 7.5 minute 1998 Kahana quadrangle map.



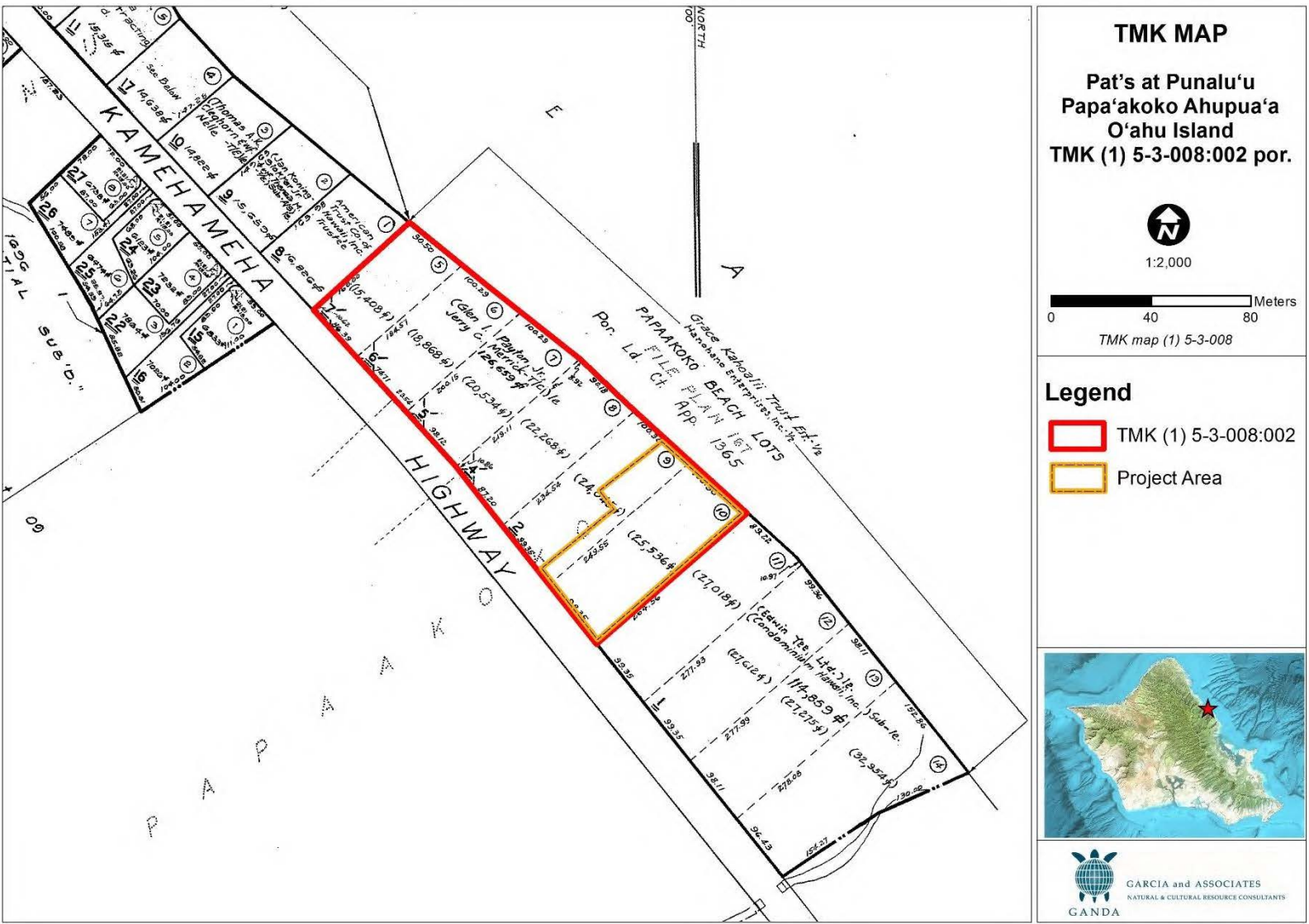


Figure 2. Project area shown on TMK map (1) 5-3-008.

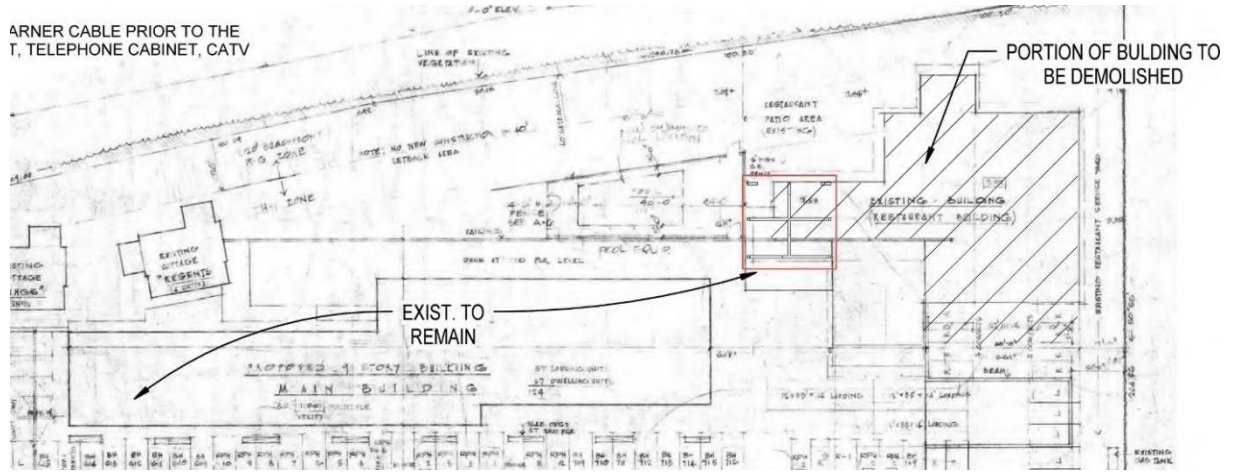


Figure 3. Proposed renovation area for Apartment Unit 115 outlined in red. Shoreline at top of figure.

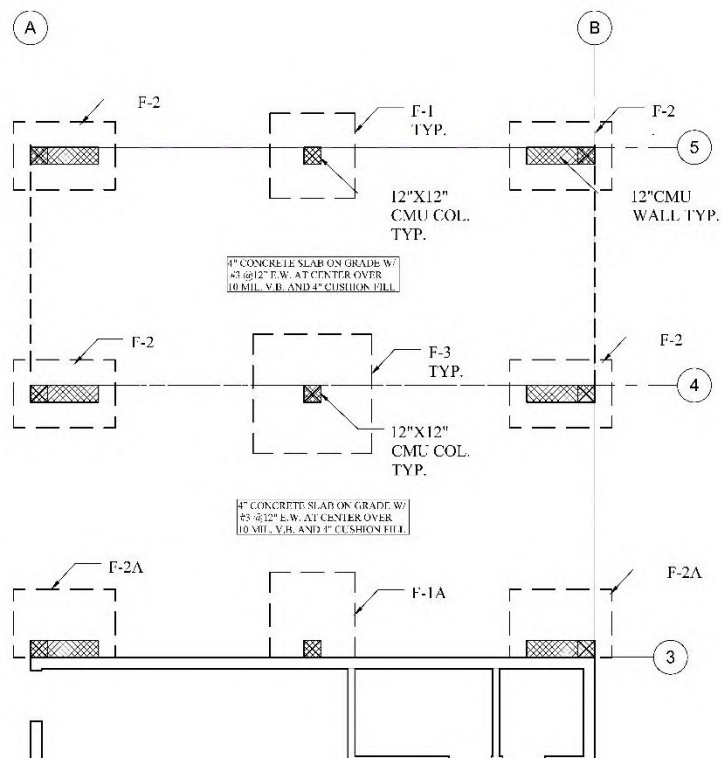


Figure 4. Concrete footing locations for Apartment Unit 115.

## **2.0 BACKGROUND**

The following background section presents environmental, historical, and archaeological information pertinent to the project area. This information provides a contextual framework from which cultural resources identified during the AIS can be interpreted and evaluated for significance.

### **2.1 Project Location and Environmental Setting**

The 0.77-acre project area is located on O‘ahu’s northeastern coast at the Pat’s at Punalu‘u beachfront condominiums (Figure 5). The property is bounded by Kamehameha Highway on the southwest and the Pacific Ocean on the northeast. Neighboring coastal properties include the Hanohano Hale condominiums on the southeast and private residences on the northwest. Historic modifications associated with residential construction have extensively altered the original topography of this stretch of coastline. The project area is presently a built environment almost entirely covered by asphalt and concrete. Vegetation around the property is limited to landscaped grass, ornamental plants, and palm trees. The project area has a mean annual rainfall of 154 cm with 62 percent of the rain occurring between the months of October and March (Giambelluca et al. 2013).

#### **2.1.1 Soils**

Soils within the project area are predominantly composed of Jaucus Sand (Soil Survey Staff 2016) (Figure 6). Jaucus Sand, 0–15 percent slopes, as defined by Foote et al. 1972, consist of excessively drained calcareous soils that occur as narrow strips on coastal plains adjacent to the ocean. These sands are developed from coral and sea shell and deposited by wind and water. The permeability of these sands is rapid and runoff is very slow to slow. Due to the extensive development of the project area, it is expected that the natural Jaucus Sand layer is buried underneath layers of imported fill material used during the construction of the condominiums. It is important to note that Jaucus Sand is the primary context in which traditional Hawaiian cultural deposits and burials have been documented in the region.

### **2.2 Traditional Land Use in Papa‘akoko Ahupua‘a**

Papa‘akoko literally means “secured blood” and was once the site of a place of refuge (Pukui et al 1974:179). Aside from this reference, there is very little information about traditional land use in Papa‘akoko Ahupua‘a. It is rarely mentioned in traditional oral histories or historic accounts. In such a case, the modes of traditional land use can only be extrapolated from historic narratives of neighboring *ahupua‘a* and the development of the traditional Hawaiian economy generally.

The traditional Hawaiian economy, typical throughout the islands, was subsistence based, focusing on agricultural production, coastal exploitation of marine resources, and the collection of wild plants and animals (Kirch 1985:2–3). The Hawaiian people planted a wide variety of cultigens, the most important being taro (*Colocasia esculenta*) and sweet potato (*Ipomoea batatas*). Taro was grown wherever there was adequate rainfall or water. River valleys, where pond fields could be irrigated, provided ideal conditions for growing taro and were among the





Figure 5. Project area shown on Esri World Imagery 2016 aerial image.



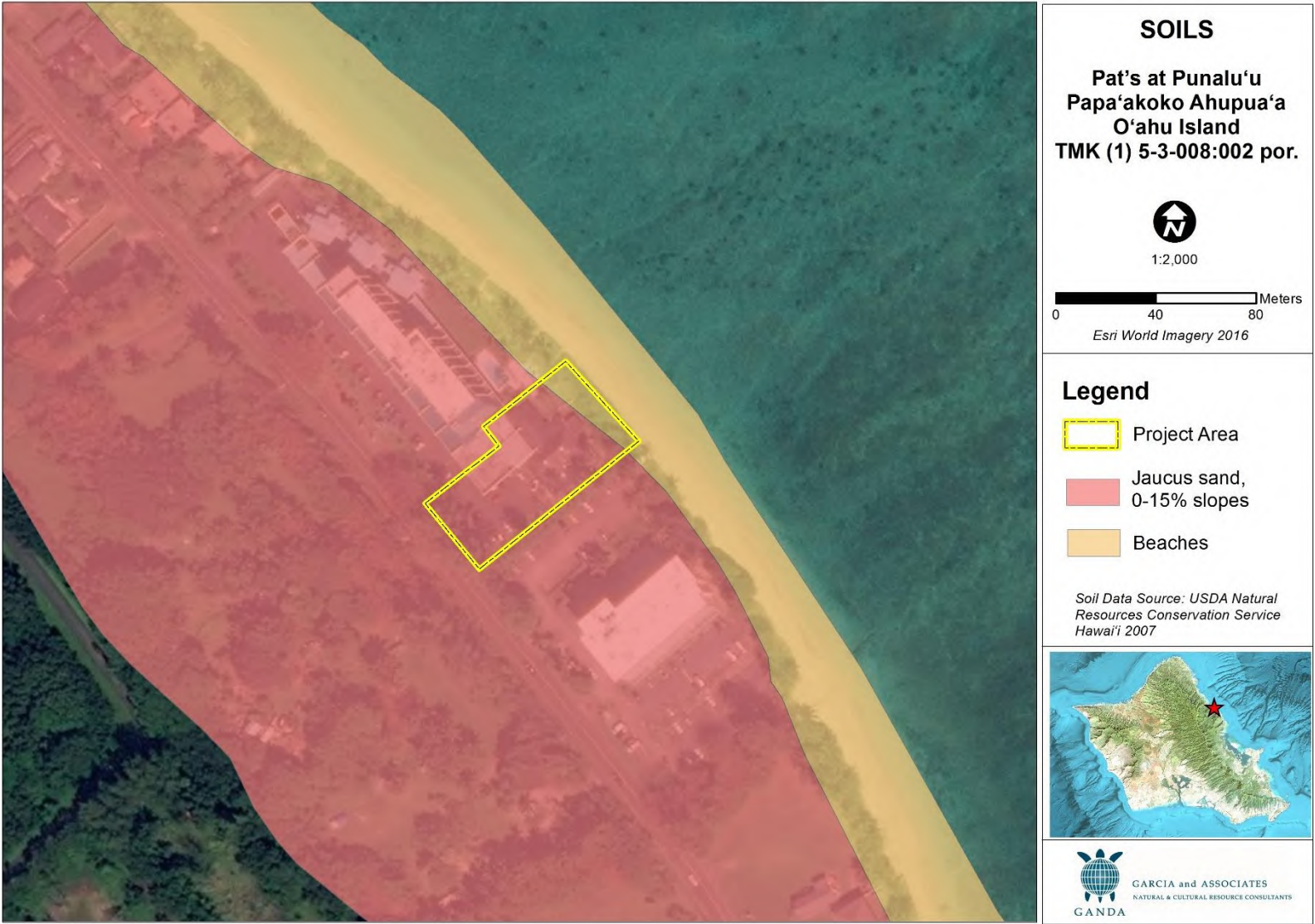


Figure 6. Project area soils map.

most agriculturally productive. Drier areas, which could not support taro cultivation, were often planted with sweet potato. Other important cultigens included arrowroot (*Tacca leontopetaloides*), sugarcane (*Saccharum officinarum*), ti (*Cordyline terminalis*), banana (*Musa paradisiacal*), and coconut (*Cocos nucifera*).

The exploitation of coastal marine resources was often equally important and centered on fishing, the collection of *limu* (seaweed) and marine invertebrates, salt production, and aquaculture. The construction of fishponds along the coast was a unique and advanced innovation that was developed to trap and raise fish such as mullet (*Mugil cephalis*) and milkfish (*Chanos chanos*), supplementing other resource exploitation activities. While the construction of a fishpond was a labor intensive investment, the fishponds productive yield guaranteed a steady supply of fish. The *mauka* areas beyond the limits of agriculture also provided a wide range of natural resources. Use of these upper areas included the collection of wild plants for subsistence, medicinal, and ceremonial purposes, and the collection of wild fauna. These areas were also noted as a locus for the collection of bird feathers, especially from the 'ō'ō (*Moho nobilis*), 'i'iwi (*Vestiaria coccinea*), and 'apapane (*Himatione sanguinea*). These species provided colorful feathers that were used to construct and adorn many symbols of chiefly power including 'ahu 'ula (feathered capes), *mahiōle* (helmets), and *akua hulu manu* (feathered gods). These were a direct measure of a chief's power and influence (Valeri 1985:246).

Handy and Handy (1972:271) describe general land use along the Ko'olauloa coast:

Midway along the coastland called Ko'olau Loa (Long Ko'olau) with its northeast exposure, we come upon what were once extensive wet-taro lands, beginning at La'ie and continuing through Hau'ula to Punalu'u and Kahana valleys. This was also an ideal area off shore reef and bay fishing.

They also note that "undoubtedly this midsection of Ko'olau Loa on Oahu was an area of early settlement and of dense population, second only to that of the Waikiki-Nu'uano-Manoa complex".

While there is no specific mention of Papa'akoko, Handy (1940) describes the lowlands of the adjacent northern *ahupua'a* of Kaluanui:

...the level lowlands of Kaluanui, now all in cane, must formerly have been in terraces throughout, irrigated mostly by Kaliuwaa Stream, but also by two smaller streams, Waimanamana north of Kaliuwaa and Kuumi south of Kaliuwaa. The terraces extend well into the mouth of Kaliuwaa, but the interior of the valleys is too narrow and the sides are too precipitous along the stream to support any terraces. [Handy 1940:91]

South of Papa'akoko, in Punalu'u, Handy (1940) describes the extensive system of terraces once used for taro cultivation as being primarily covered in sugarcane.

In the upper valley, reached by forest reserve trail, and above the water gate (about 2.5 miles from the sea) there is a level area beside the stream, now covered with *puhala* and *hau*, which was once planted in taro. Beyond this point, where the stream winds back into the mountains, are similar flatlands by the stream side. A quarter of a mile below the water gate, broad flats

begin on alternate sides of the winding stream; at first these are only about 100 yards wide but gradually widen to 300 or 400 yards before the valley opens into the broad coastal plain of Punaluu.

These flats were terraces. On the steep western hillside above the above the upper flats there are old breadfruit trees. At the lower end of the valley on the southern side is a flourishing plantation with about 25 terraces now in taro. From here the valley becomes increasingly broad for about three quarters of a mile and is planted in cane, with some grasslands along the streams and on the hillsides, and few banana groves. All the way to the sea the grasslands and the cane fields, when cut over or newly planted, show clearly the outlines of old terraces. This, then, was formerly a continuous area of terraces, watered by Punaluu Stream, widening from a quarter of a mile above to half a mile at the base of the valley and spreading out like a fan on the coastal plain over an area four tenths of a mile long and eight tenths of a mile wide. [Handy 1940:91–92]

### 2.3 Historic Land Tenure

In 1848, the Māhele instituted a change from the traditional Hawaiian system of land tenure to a system based on the western concept of fee-simple ownership. During the Māhele, the Hawaiian chiefs and *konoiki* were required to present their claims to the Land Commission and receive awards for the land quit-claimed to them by Kamehameha III. Until an award for these lands was issued, the title remained with the government. A land commission award (LCA) gave complete title to the lands except for the government's right to commutation. Upon satisfaction of the commutation, which could be settled by a cash payment or through the exchange of land of equal value, a Royal Patent was issued by the minister of the interior. A Royal Patent quitclaimed the government's interest in the land and served as proof that the government's right to commutation no longer existed.

The *Kuleana* Act of 1850 provided a framework by which native commoners could apply for and be granted land to sustain their livelihood, however, the restrictions of the act made it difficult to receive a land award, thereby discouraging Hawaiians who did not actively cultivate land. The Act of August 10, 1854 provided for the dissolution of the Land Commission so that an LCA recipient was still protected if they had not obtained a Royal Patent (Chinen 1958:13–14). This act stated that “a Land Commission Award shall furnish as good and sufficient a ground upon which to maintain an action for trespass, ejectment, and other real action, against any person or persons, whatsoever, as if the claimant, his heirs or assigns, had received a Royal Patent for the same” (Chinen 1958:14). The Māhele represents a significant shift in Hawaiian land use history, marking the final dramatic transition from a redistributive economy to a market based system. This ultimately resulted in a decline of native land tenure and opened the way for wealthy investors to purchase land.

During the Māhele, the entirety of Papa'akoko Ahupua'a was awarded to Kauhola under Royal Patent 5590 and LCA 2289. The *Register* (Vol. 3, p. 431) documented the native testimony of Kauhola who claimed rights of ownership of Papa'akoko:

To the Land Commissioners of the Hawaiian Islands, Greetings: I, the one whose name below, hereby state my claim for land held anciently from

Kamehameha I. Kalaai, my makuakane, and Kamookeawe, my makuahine, lived with Kamehameha and sailed with him to the battle of Nuuanu. When the battle was over, Kamehameha gave the land of Papaakoko to him, until the time of Kamehameha III, when it was divided, half for the Ali'i and half for me. My half ajoins Kaluanui; that is my claim, given by Kamehameha III, Koolauloa, Island of Oahu.

### **2.3.1 Development of Sugarcane Cultivation in Ko'olauloa**

As with much of Hawai'i, sugarcane cultivation had a dramatic effect on the landscape and dominated many areas for nearly a century. This is the case with Papa'akoko. Although crops were largely confined to the valleys and side-slopes, other related infrastructure, such as railroad lines used to get crops to processing plants and markets, were more coastal and fall within the project area vicinity.

In 1890, the Kahuku Plantation Company was developed by James Castle and Alexander Young on lands leased from James Campbell. The plantation planted roughly 2,500 acres of sugarcane in Lā'ie and Kahuku in 1892. By 1903, the plantation was a complete operation with a railway from Lā'ie to the Kahuku sugar mill. The initial success of the Kahuku Plantation Company led Castle to develop his own plantation and railway venture under the Koolau Agricultural Company and the Koolau Railway Company, Limited. Castle planned on revitalizing the Heeia Agricultural Company plantation, which went out of business in 1903, and establish a railway from He'eia to Kahuku creating an agricultural enterprise along O'ahu's northeastern coast. By 1908, the Koolau Railway completed an 11 mile track of 36-inch narrow gauge railroad running along the coast from Kahuku to Kahana Bay. In 1908, an article published by the Pacific Commercial Advertiser reported on the development of the new railroad track:

From Laie and on, especially between Hauula and Punaluu the right of way of the little line had to be cut through miles of dense hau wood forests, the surveyors in running their preliminary lines having to practically tunnel their way. Going over the same ground today makes the statement hard to believe. The land on both sides has been cleared off, grubbed out, and a considerable portion of it ploughed and planted in rice and cane. Two thousand cords of hau have been shipped over the line to Kahuku Plantation during the year, the marketing of this wood furnishing freight to the line as it pushed ahead...  
(cited in Condé and Best 1973:300)

The Koolau Agricultural Company was never very successful due to the difficult topography of the region and the competition from other areas on O'ahu that could simply produce sugar more efficiently. The Kahuku Plantation Company bought out the Koolau Agricultural Company in 1924 and subsequently acquired the Koolau Railway Company, Limited in 1931.

Mr. Harry Hanohano, a lifetime resident of Papa'akoko, reported during an interview with Terry Hunt (1993) that the lands of Papa'akoko were planted in sugarcane up until the early 1960s.

### **2.3.2 The Modern Era**

Use of railroads for transporting sugarcane went into a steep decline in the middle of the twentieth century. Following World War II, almost all rail in Hawaii was decommissioned, to be



replaced by truck transport. The Kahuku Plantation Co. line that ran past the project parcel was abandoned in 1954, a late holdout relative to many other lines on O‘ahu (Treiber 2008).

With the decline and eventual collapse of the sugarcane industry in the early 1960s, much of the land in Papa‘akoko went fallow, was leased for small-scale agriculture, or was developed into residential lots. The coastline saw the most development, likely due to the desirability waterfront property. This development eventually resulted in the construction of the former restaurant building on the project parcel, the Hanohano Hale condominiums adjacent to the project area, and the Oceanside Hawaii Assisted Living and Memory Care facility 650 meters *mauka* of the project area.

## **2.4 Previous Archaeological Research**

While there have been a wide range of archaeological studies conducted within the region, especially within Punalu‘u Ahupua‘a to the south and Kaluanui to the north, archaeological investigations conducted within Papa‘akoko Ahupua‘a itself have been very limited, primarily consisting of projects in support of urban development along the coast. Archaeological projects conducted in the vicinity of Papa‘akoko, however, have documented a history of intensive land use within the region ranging from pre-Contact settlement and agriculture to historic commercial agriculture.

Thomas G. Thrum (1909) and J. Gilbert McAllister (1933) conducted the earliest archaeological surveys in the region. During their work in the vicinity of Papa‘akoko, they documented numerous *heiau*, including the famous Pohaku pe‘e o Kamapuaa (Site 290) in Kaluanui associated with the hiding place of the deity Kamapuaa. Kaumak‘ula‘ula Heiau (Site 295) in Punalu‘u, considered one of the most sacred *heiau* within the district, was also documented. Of significance for Papa‘akoko Ahupua‘a, Thrum documented a small *heiau* in ‘‘Papa‘akoko, Haleaha’’ called Pupuka. Thrum notes that the *heiau* is located ‘‘Between Punaluu and Kaluanui. Only foundations remain.’’ The *heiau* is described as being ‘‘30 by 50 feet, little of which now remains.’’ This *heiau* was not given a site number by Thrum or McAllister and the exact location of the *heiau* remains unknown. The site may have been long since destroyed by McAllister’s time due to historic ranching activities or commercial agriculture.

### **2.4.1 Modern Archaeological Studies conducted in Papa‘akoko**

Research conducted at the SHPD Library indicates that there have been a total of five archaeological projects conducted within Papa‘akoko Ahupua‘a (Figure 7 and Table 1). A description of these studies and their findings are presented below.

In 1988, Joyce Bath and Marc Smith conducted a field inspection of a possible burial located under the parking lot of the Pat’s at Punalu‘u condominiums, which is also the location of the current study area. Bath and Smith documented a burial and a subsurface cultural deposit (State Inventory of Historic Places [SIHP] Site 50-80-06-3970) that were disturbed during construction activities. The site consisted of a truncated dark humic sandy cultural layer identified below several layers of fill material under the asphalt parking lot. Several posthole and pit features were also noted.

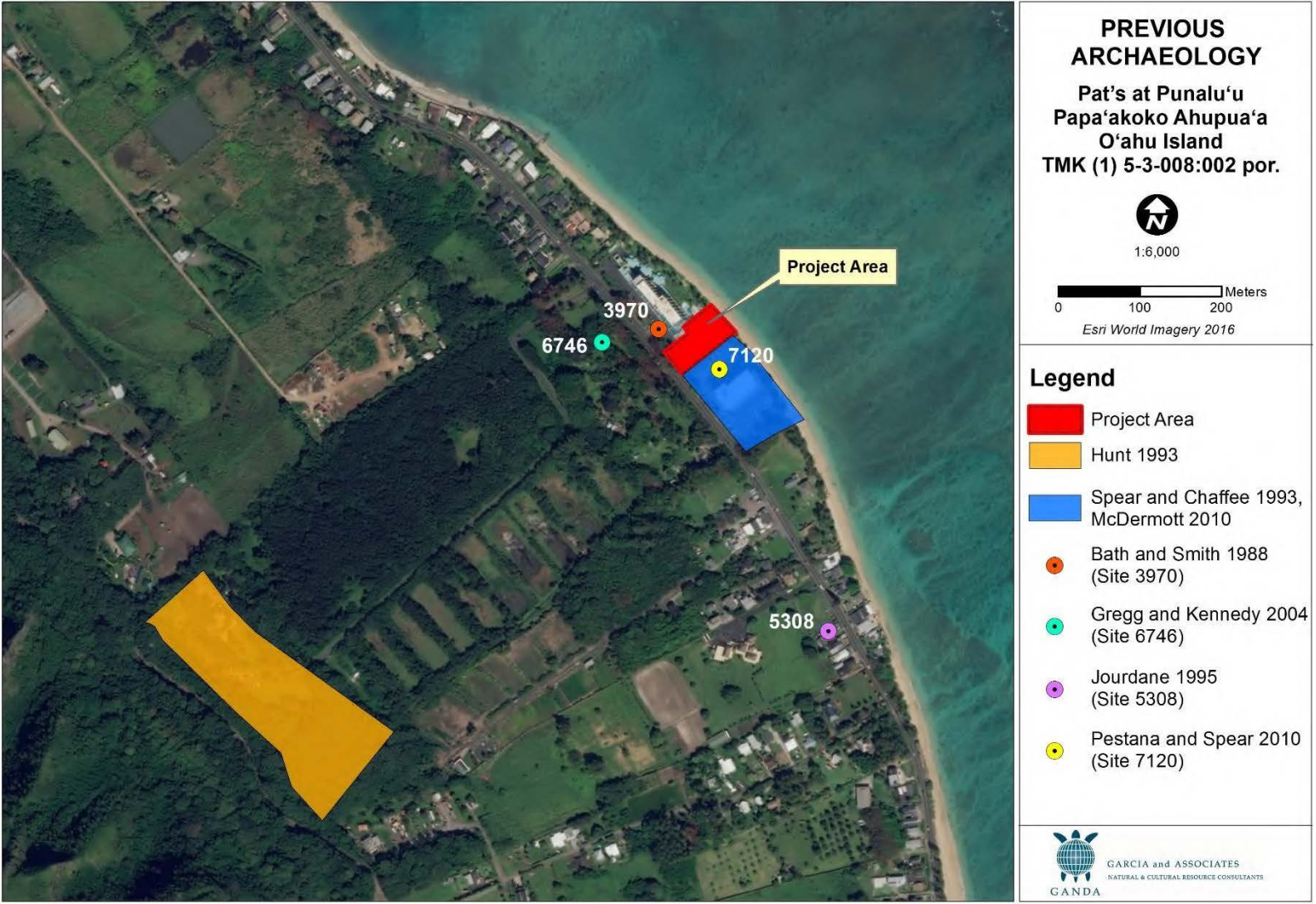


Figure 7. Previous archaeological research and sites in the vicinity of the project area.

**Table 1. Previous Archaeology in the Vicinity of the Project Area**

| Reference              | Nature of Study                 | Location                       | Results                                                                                                                                                    |
|------------------------|---------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bath and Smith 1988    | Field Inspection                | Pat's at Punalu'u condominiums | Recorded SIHP Site 50-80-06-3970 consisting of one human burial and a subsurface cultural layer.                                                           |
| Hunt 1993              | Archaeological Inventory Survey | TMK (1) 5-3-009:058            | Noted historic features related to sugarcane cultivation on the northern edge of parcel. Subsurface testing resulted in no findings.                       |
| Spear and Chaffee 1993 | Archaeological Inventory Survey | Hanohano Hale condominiums     | Negative AIS findings presented in AA report.                                                                                                              |
| McDermott 2010         | Field Inspection                | Hanohano Hale condominiums     | Identified one pre-contact human burial (SIHP Site 50-80-06-7120).                                                                                         |
| Pestana and Spear 2010 | Archaeological Monitoring       | Hanohano Hale condominiums     | Monitoring resulted with the identification of ten burial features consisting of 12 individual set of pre-Contact human remains (SIHP Site 50-80-06-7120). |

In 1993, Terry Hunt conducted an archaeological inventory survey with subsurface testing of a seven acre parcel in support of the development of low income housing for the elderly. This parcel is now the Oceanside Hawaii Assisted Living and Memory Care facility located roughly 650 meters southwest of the project area. The survey noted the historic remains of a railway bed and a flume system for sugarcane at the northern edge of the parcel, but that the majority of the parcel had been extensively bulldozed by past sugarcane activities. The subsurface testing consisted of the excavation of ten test trenches. None of these trenches revealed buried archaeological features.

Scientific Consultant Services, Inc., conducted an archaeological inventory survey in support of sewer system upgrades at the Hanohano Hale condominiums (Spear and Chaffee 1993). Hanohano Hale is the adjacent property to the southeastern of the current project area. Subsurface test excavations were limited to the parking lot on the southern side of the building. No historic properties were identified.

Cultural Surveys Hawai'i, Inc., conducted a field inspection at the Hanohano Hale condominiums after the inadvertent discovery of human remains during the installation of a graywater system for the condominium's laundry facility (McDermott 2010). The inspection documented the general context of the burial (SIHP Site 50-80-06-7120) and its cultural affiliation. In response to the inadvertent discovery, SHPD initiated an archaeological monitoring program for the remaining installation. Scientific Consultant Services, Inc., monitored the remaining subsurface work (Pestana and Spear 2010). Archaeological monitoring resulted in the documentation of ten burial features consisting of 12 individual sets of pre-Contact native Hawaiian remains (SIHP Site 50-80-06-7120). Burial features encountered during excavations were identified in both previously disturbed and in situ contexts.

#### **2.4.2 Inadvertent Burial Discoveries in the Vicinity of the Project Area**

There have been numerous inadvertent burial discoveries documented along O‘ahu’s northeastern coastal corridor and within *ahupua‘a* that neighbor Papa‘akoko. A review of reports documenting burial discoveries in adjacent *ahupua‘a* is presented below to provide further contextual information.

In 1988, Smith, Bath, and Masse identified three human burials (SIHP Site 50-80-06-3977) within a burial pit at 53-368 Kamehameha Highway. Onsite analysis of the burials determined that the individual human remains were associated with different time periods from pre-Contact to the historic period. Also in 1988, the Honolulu city and county medical examiner responded to a burial discovery at 53-183 Kamehameha Highway. While the skeletal remains were not analyzed, a police officer reported that “it looked like an old Hawaiian gravesite” (Honolulu Medical Examiner 1988). The burial was assigned SIHP Site 50-80-06-3764.

Two burials inadvertently disturbed during construction along Kamehameha Highway were documented by SHPD in 1995 (Jourdane 1995). Both individual burials were determined to be traditional pre-Contact Hawaiian based on the context of the sites. SIHP Site 50-80-06-5308 and 50-80-06-5132 consisted of individuals interred within Jaucus sand, each within an identifiable burial pit. In 2004, Archaeological Consultants of the Pacific, Inc. responded to a report of human remains at 53-606 Kamehameha Highway, 260 meters northwest of the current project area (Gregg and Kennedy 2004). A total of five individuals were documented and determined to be traditional Hawaiian in cultural affiliation. The site was assigned SIHP Site 50-80-06-6746.

Southeast of the current project area, Cultural Surveys Hawai‘i, Inc., conducted archaeological monitoring for the installation of a water main along Kamehameha Highway (Perzinski and Hammatt 2004). The three-year undertaking resulted in identification of 18 archaeological resources of which 15 were burial sites. SIHP Site 50-80-06-6574 to 6588 consisted of 64 sets of complete to partial skeletal remains. SIHP Site 50-80-06-6695 to 6697 are an extensive subsurface cultural layer nearly 2 kilometers in length, extending from Punalu‘u to Kapano.

#### **2.4.3 Archeological Summary**

Traditionally, coastal areas with ease of access to the ocean were often favored environments for habitation as well as burial of the dead. While the project area is currently a built environment composed of buildings and parking lots, the underlying sediments (beneath the modern fill deposits) primarily consist of Jaucus sand.

One human burial and a subsurface cultural deposit (SIHP Site 50-80-06-3970) have previously been documented on the subject property, although not within the project area. Ten burial features consisting of a total of 12 individual sets of human skeletal remains (SIHP Site 50-80-06-7120) were also documented beneath the parking lot of the adjacent property at Hanohano Hale condominiums. A review of archaeological findings along the Punalu‘u coast clearly demonstrates the widespread practice of burial in coastal sand deposits. There is thus a high probability of encountering traditional Hawaiian burials and/or subsurface cultural layers associated with traditional habitation in the current project area.



### **3.0 METHODOLOGY**

Archaeological field investigations consisted of the mechanical excavation of 14 test trenches using a backhoe and a miniature tracked excavator. The distribution and orientations of the trenches are shown in Figure 8. The distribution was intended to provide even coverage across the project area. Note that no trenches extend into the far northeastern portion of the project area. In accordance with state regulations, there is a 50-foot setback for new construction on the parcel. There will therefore be no construction in this area. Furthermore, it is expected that this near-shore beach area is sedimentologically active and subject to periodic erosion and progradation events. The likelihood of cultural remains is consequently low.

Prior to subsurface testing, the archaeologist met with the backhoe operator to explain the purpose of subsurface testing, review the types of subsurface archaeological resources that may be present, and clearly explain the protocols and procedures for dealing with archaeological resources.

Trench walls were stratigraphically profiled and photographed. In cases where stratigraphy was consistent, only localized spot profiles were recorded. For trenches which exhibited variable or complex stratigraphy, or had an abundance of cultural features, long sections were profiled. Detailed soil descriptions in accordance with the U.S. Soil Conservation Service standards were recorded in both cases.

Standards of documentation and recording for the Project were in accordance with Hawai'i Administrative Rules §13-276 and the Secretary of the Interior's Standards and Guidelines.

#### **3.1 Feature Sampling and Analysis**

When subsurface features were encountered, they were sampled in bulk from the trench sidewall and transported to the Garcia and Associates laboratory for analysis. Samples were at least one gallon (3.8 liters) in volume when possible. Many were sampled at a higher volume in an effort to obtain more cultural material. Samples were taken from the portion of the feature that could be observed to contain the highest concentration of charcoal and/or midden. This material was generally quite clustered and centralized within the feature.

Bulk feature sediment was sifted through 1/8<sup>th</sup> in mesh and all resulting cultural items were extracted and sorted according to material type and weighed and/or measured as appropriate. Faunal remains and marine shell were further sorted by species and element, to the extent possible. Lithic artifacts were examined for manufacturing attributes, evidence of retouch, and macroscopically visible use-wear.

##### **3.1.1 Radiocarbon Analysis**

Charcoal from features was evaluated for possible radiocarbon dating analysis through species and element identification. All potential dating samples were submitted to the International Archaeological Research Institute's (IARII) Wood Identification Laboratory to be identified to the lowest taxonomic level possible. Suitable samples were then submitted to BetaAnalytic for radiocarbon analysis.

### **3.2 Site Boundary Determination**

Defining site boundaries for O‘ahu’s typically extensive Jaucas sand cultural deposits is difficult when working within a narrowly circumscribed project area. The limits of archaeological investigation are necessarily bounded by the limits of the proposed project and/or the TMK parcel on which it will occur. Cultural deposits do not respect these boundaries and, in most cases, exceed the limits of O‘ahu’s small coastal parcels. Furthermore, in the case of the present project area boundary determination is complicated by the presence of a large concrete pad covering a large portion of the project area. It is very difficult to cut access holes through this pad, so excavation of small ‘boundary-finding’ test pits is not practical.

Given the above, the minimum site boundaries for any cultural deposits identified during testing will first be defined empirically by their presence or absence in the walls of the test trenches. If the deposit is present to the outer limits of the trenching, then the deposit will be assumed to extend beyond this to the boundary of the TMK parcel. This is an approximation, but it does account for the likely broad extent of cultural deposits while not encroaching on untested adjacent parcels. As a corollary, previously reported (but not empirically documented) cultural deposits on adjacent parcels will be assumed to cover their entire parcel until proper boundaries can be determined. If these adjacent parcel deposits adjoin the deposits on the subject parcel, the deposits will be considered continuous and part of the same overall ‘site.’

## **4.0 RESULTS**

The project area is a completely built environment consisting of a concrete building foundation, an asphalt parking lot, and landscaped property borders. The test trenches were laid out according to the proposed testing strategy approved by SHPD with the exception of Trenches 10, 11, and 12 which were adjusted by a few meters due to a large spoil pile located in the center of the project area.

Subsurface testing resulted in the identification of one previously recorded historic property, SIHP Site 50-80-06-3970, a truncated pre-Contact Hawaiian cultural layer (Figure 8). This cultural layer was observed, in varying degree, in all but one test trench.

### **4.1 Project Area Stratigraphy**

The stratigraphic sequence documented during the AIS testing was quite consistent across the project area, consisting of three principal strata. Technical descriptions for these strata, and their substrata, are presented in Table 2.

Layer I is of modern, anthropogenic origin. It includes the asphalt or concrete surface that covers the project area (Layer Ia) as well as a variety of imported fill sediments. The modern fill layers consisted primarily of gravel, terrigenous silt and clay loams, and crushed coral. These layers are associated with late twentieth century development and construction at the project area. Although the layers are distinguished in the profile drawings for the trenches, no effort was made to assign individual sublayer designations.



Figure 8. Trench locations and observed limits of traditional Hawaiian cultural layer.

**Table 2. Stratigraphic Descriptions for Project Area Sediments**

| <b>Layer</b> | <b>Depth Range (cmbs)</b> | <b>Technical Description</b>                                                                                                                                                                                                                                                                                                    | <b>Interpretation</b>                          |
|--------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Ia           | 0–10                      | Asphalt and/or concrete.                                                                                                                                                                                                                                                                                                        | Modern surfacing.                              |
| Ib           | 10–28/70*                 | Variants: 7.5YR 3/2 dark brown to 7.5YR 3/4 dark brown mixed coral, sand, and gravel; 10YR 6/6 brownish yellow silty clay loam (around utility pipes); 10YR 4/2 dark grayish brown sand, 2.5YR 3/3 dark reddish brown terrigenous clay loam; G1 4/1 dark greenish gray fine-grained gravel. Very abrupt, smooth lower boundary. | Modern fill.                                   |
| IIa          | 10/70–70/110              | Dark brown (10YR 3/2) calcareous sand; semi-compact, unstructured; abrupt lower boundary; occasional lighter (10YR 4/2) banding.                                                                                                                                                                                                | Disturbed traditional Hawaiian cultural layer. |
| IIb          | 40/95–70/170              | Very dark gray to black (10YR 3/1 to 7.5YR 2.5/1) calcareous sandy loam. Loose, unstructured; charcoal impregnated; very sparse concentrations of marine invertebrate shell, fish bone, and basalt; clear, undulating lower boundary.                                                                                           | Intact traditional Hawaiian cultural layer.    |
| IIIa         | 48/100–120/150            | Yellow (10YR 7/6) unconsolidated calcareous sand. Loose, structureless; Very sparse marine invertebrate shell.                                                                                                                                                                                                                  | Intact marine-deposited sediment.              |
| IIIb         | 80/155–120/180            | Bluish gray (GLEY G2 6/1) unconsolidated calcareous sand; wet; structureless; observed at water table.                                                                                                                                                                                                                          | Intact saturated marine-deposited sediment.    |

\*denotes highest and lowest depth recorded for upper and lower boundaries of layer.

Layer II is an anthropogenic soil associated with traditional Hawaiian occupation of the project area, designated SIHP Site 50-80-06-3970 by previous investigators (Bath and Smith 1988). It is identifiable as very dark brown to black charcoal-impregnated calcareous sand. The upper part of the later has been disturbed in many places and is designated Layer IIa, where present. Underlying this is the intact portion of the cultural layer (Layer IIb) which extends to sterile sand. This layer was observed across the project area, with or without the overlying disturbed sediment. It has clearly been truncated by modern activities in most places. The bottom of the layer exhibits numerous single-event pit features, but it was not possible to distinguish any internal sequencing. At least some of these features were likely intrusive into the original cultural layer, but the feature boundary margins have long since been obscured, except where they border Layer III intact marine sand.

Layer III consists of culturally sterile calcareous sand. This is an intact marine deposit that underlies the whole project area (Layer IIIa). The water table was observed at approximately 1.5 m in most trenches, at which point the sediments become highly saturated, becoming a bluish-gray gley (Layer IIIb). Trench excavation terminated upon encountering the water table.



## 4.2 Test Trench Descriptions

A total of 14 test trenches were excavated during the inventory survey. All of the test excavations were oriented on a 45 degree bearing (northeast-southwest). As mentioned previously, an intact traditional Hawaiian cultural layer (Layer IIb; SIHP Site 50-80-06-3970) was identified across most of the project area. It was recorded in 13 of 14 test trenches. The cultural layer contained numerous pit-like features of which 12 appeared to contain cultural material. These features were bulk-sampled for detailed analysis and charcoal from the most promising 3 were further analyzed for radiocarbon dating suitability. Complete feature analysis results are presented in Section 4.3.

The following are summary technical descriptions for each test trench, providing information on dimensions, stratigraphy, features, and cultural material. Features are numbered using a binomial designation; the first part refers to the trench number and the second to the sequential feature number within that trench (e.g., Feature T1-2 denotes the second feature in Trench 1).

### Trench 1

Trench 1 measured 10 m long by 60 cm wide and was excavated to a maximum depth of 1.2 m. The trench contained four stratigraphic layers, as shown on the northwest wall profile in Figure 9 and Figure 10.

Layer Ib extends from 0 to 45 cmbs and is a banded layer of modern fill material likely associated with construction of the nearby condominiums. The fill consists of sublayers of crushed coral, gravel, and terrigenous silty clay loam. Layer IIb extends from 45 to 60 cmbs at the southwestern end of the trench with an average depth of 70 cmbs. A maximum depth of 80 cmbs was recorded at the base of Feature T1-1. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.2 m. Layer IIIa is an undisturbed, culturally sterile beach sand deposit. Layer IIIb was observed only at the northeastern end of the trench and extends from 75 cmbs to the base of excavation. This layer consists of heavily saturated calcareous marine sand.

Feature T1-1 matrix was bulk sampled (3.2 liters), screened, and sorted. It was found to contain a very small amount of midden material including sea urchin spines, test<sup>1</sup>, and Aristotle's lantern<sup>2</sup> (n=19), *Turbo* sp. (n=1), *Nerita* sp. (n=1), and *Strombus* sp. (n=1) shells. Charcoal was not present.

---

<sup>1</sup> The urchin's spherical outer skeleton.

<sup>2</sup> The urchin's dental apparatus.

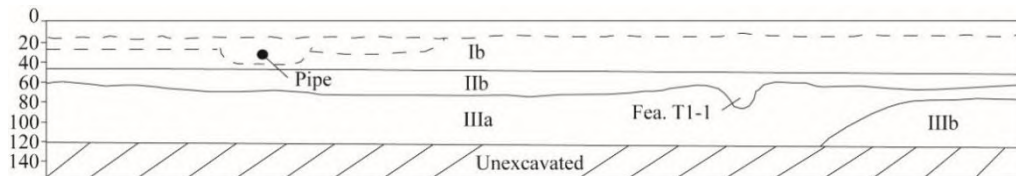


Figure 9. Trench 1, northwest wall.



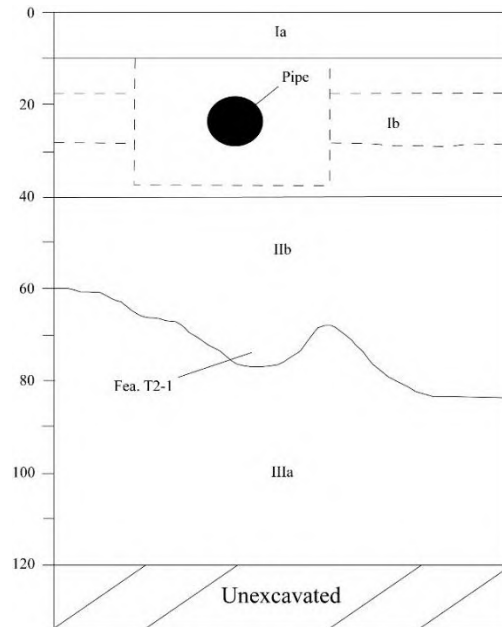
Figure 10. Feature T1-1, northwest wall of Trench 1.

## Trench 2

Trench 2 measured 9 m long by 60 cm wide and was excavated to a maximum depth of 1.2 m. The trench contained four stratigraphic layers, as shown on the southeast wall profile in Figure 11.

Layer Ia extends from 0 to 10 cmbs and is the asphalt surface of the parking lot. Layer Ib extends from 10 to 40 cmbs and is a banded layer of modern fill material likely associated with construction of the nearby condominiums. This fill band consists of sublayers of crushed coral, gravel, and terrigenous silty clay loam. Dark grayish brown sand fill was first observed at about 12 cmbs, surrounding a PVC utility line. Layer IIb extends from 40 to 90 cmbs. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.2 m. Layer IIIa is undisturbed, culturally sterile sand.

A pit feature was identified in Layer IIb, at about 3 m from the northeastern extremity of the trench at 75 cmbs. This feature was designated Feature T2-1. A 3-liter matric sample contained small amounts of midden including urchin spines and Aristotle's lantern (n=35), *Turbo* sp. (n=2), *Nerita* sp. (n=2), *Strombus* sp. (n=1), *Gastropoda* (n=2), and *Bivalvia* shells (n=3). Charcoal was not present.



**Figure 11. Trench 2, southeast wall.**

### **Trench 3**

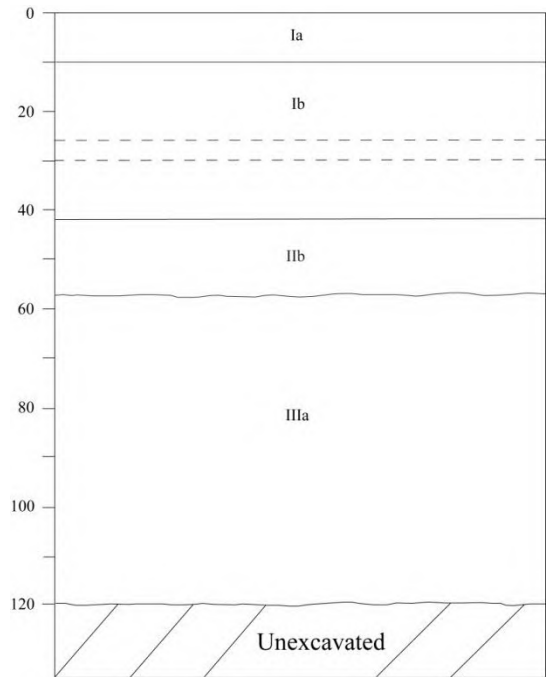
Trench 3 measured 10 m long by 60 cm wide and was excavated to a maximum depth of 1.2 m. The trench contained four stratigraphic layers, as recorded on the southeast wall (Figure 12).

Layer Ia extends from 0 to 10 cmbs and is asphalt surfacing for the parking lot. Layer Ib extends from 10 to 42 cmbs and is a banded layer of modern fill associated with the construction of the condominiums. The fill consists of sublayers of crushed coral, gravel, and terrigenous silty clay loam. Layer IIb extends from 42 cmbs to a maximum depth of 58 cmbs. Although it is the culture-bearing stratum, no cultural material or features were observed in Layer IIb. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.2 m. Layer IIIa is undisturbed, culturally sterile sand.

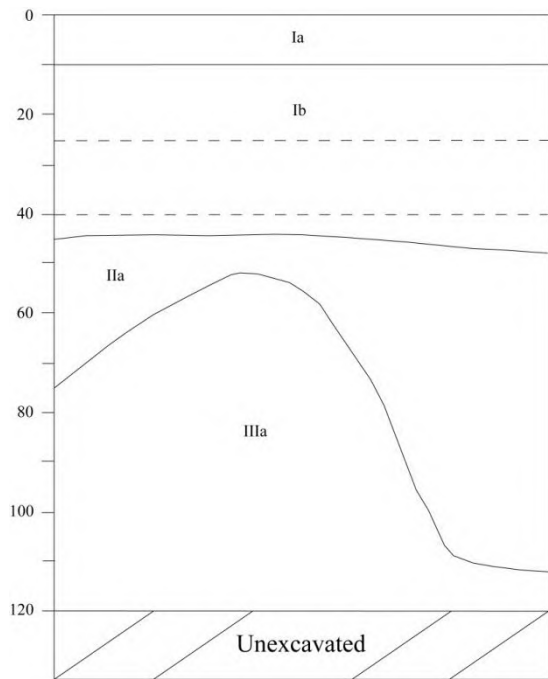
### **Trench 4**

Trench 4 measured 10 m long by 60 cm wide and was excavated to a maximum depth of 1.2 m. The trench contained four stratigraphic layers, as recorded on the southeast wall (Figure 13).

Layer Ia extends from 0 to 10 cmbs and is asphalt surfacing for the parking lot. Layer Ib extends from 10 to 45 cmbs and is a banded layer of modern fill associated with construction of the condominiums. This banded fill consists of sublayers of crushed coral, gravel, and terrigenous silty clay loam. Layer IIa extends from 45 cmbs to a maximum depth of 1.1 m. Layer IIa is a mixed and heavily disturbed layer of dark brown sand. Due to the heavy disturbance, no cultural features were observed in Layer IIa. Layer IIIa extends from 1.1 m to the base of excavation. At the northeast end of the trench a large pocket of Layer IIIa sand is substantially thicker, extending from 52 cmbs to the base of excavation.



**Figure 12. Trench 3, southeast wall.**



**Figure 13. Trench 4, southeast wall.**



### **Trench 5**

Trench 5 measured 10 m long by 60 cm wide and was excavated to a maximum depth of 1.2 m. The trench contained three stratigraphic layers, as recorded on the northwest wall (Figure 14).

Layer Ib extends from 0 to 52 cmbs with a maximum depth of 55 cmbs and is a banded layer of modern fill associated with construction of the condominiums. The fill consists of sublayers of crushed coral, gravel, and terrigenous silty clay loam. Layer IIb extends from 52 cmbs to a maximum depth of 82 cmbs. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.2 m. Layer IIIa is undisturbed, culturally sterile sand.

Two pit features were identified in Layer IIb, both about 4 m from the southwestern terminus of the trench. These pit features were designated Feature T5-1 and Feature T5-2. Feature T5-1 is a small midden deposit located at a depth of 65 cmbs. A 7.1-liter sample of feature matrix contained sea urchin spines and test fragments (n=49), and a *Nerita* sp. shell (1). Feature T5-2 is also a small midden deposit situated adjacent to Feature T5-1 at a depth of 75 cmbs. An 8.2-liter sample of feature matrix contained sea urchin spines (n=31), *Turbo* sp. (n=1), *Nerita* sp. (n=2), *Bivalvia* (n=3), and a *Labridae* tooth (n=1). No charcoal was present in either feature.

### **Trench 6**

Trench 6 measured 10 m long by 60 cm wide and was excavated to a maximum depth of 1.3 m. The trench contained four stratigraphic layers, as recorded on the northwestern wall (Figure 15).

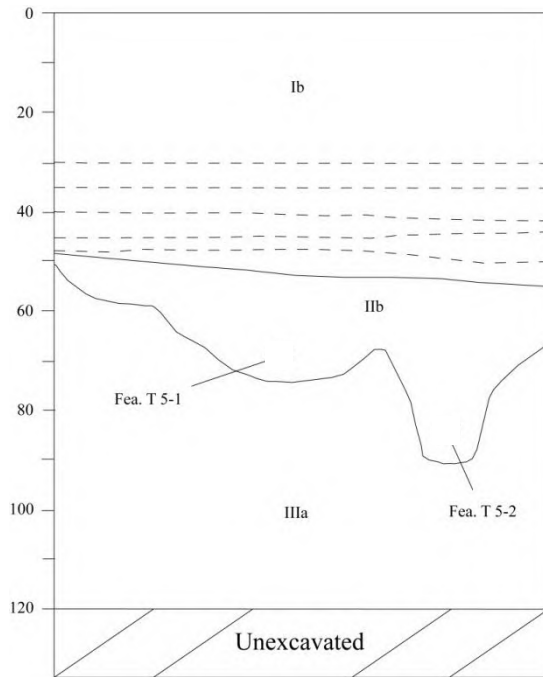
Layer Ia extends from 0 to 10 cmbs and is asphalt surfacing for the parking lot. Layer Ib extends from 10 to 45 cmbs and is a banded layer of modern fill associated with the construction of the condominiums. This fill band consists of sublayers of crushed coral, gravel, and silty clay loam. Layer IIb extends from 52 cmbs to a maximum depth of 78 cmbs. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.3 m. Layer IIIa is undisturbed, culturally sterile sand.

One pit feature was identified 1 m from the southwestern trench terminus in Layer IIb. The pit feature was designated Feature T6-1. Feature T6-1 is a small midden deposit situated at a depth of 70 cmbs. A 4.5-liter sample of feature matrix contained sea urchin spines and a portion of Aristotle's lantern (n=16), *Nerita* sp. (n=2), and *Bivalvia* shells (n=7). No charcoal was present.

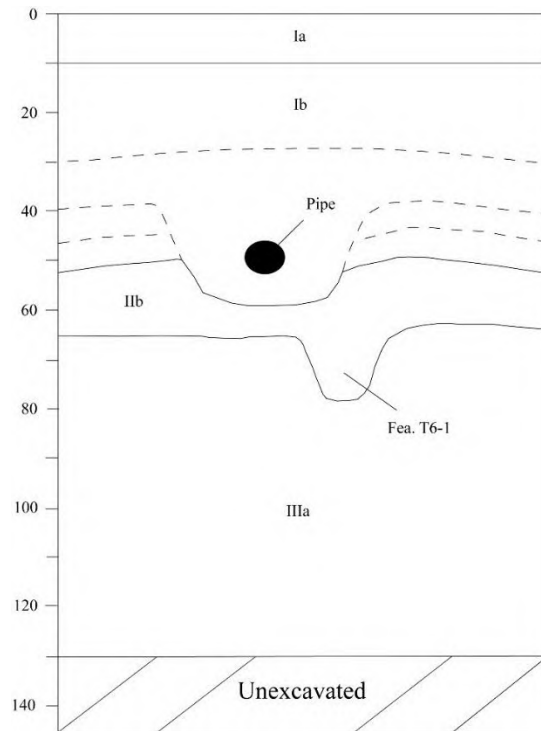
### **Trench 7**

Trench 7 measured 8 m long by 60 cm wide and was excavated to a maximum depth of 1.5 m. The trench contained four stratigraphic layers, as recorded on the northwestern wall (Figure 16).

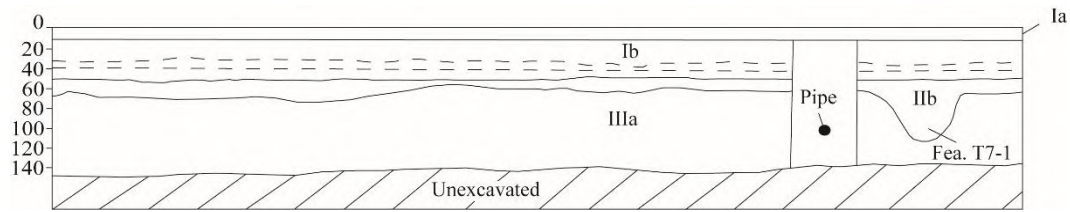
Layer Ia extends from 0 to 10 cmbs and is asphalt surfacing for the parking lot. Layer Ib extends from 10 to 50 cmbs and is a banded layer of modern fill associated with the construction of the condominiums. This banded fill consists of sublayers of crushed coral, gravel, and



**Figure 14. Trench 5, northwest wall.**



**Figure 15. Trench 6, northwest wall.**



**Figure 16. Trench 7, northwest wall.**

terigenous silty clay loam. Layer IIb extends from 50 cmbs to 70 cmbs for most of trench length. At the northeastern end, however, the layer reaches a depth of 100 cmbs. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.4 m. Layer IIIa is undisturbed, culturally sterile sand.

One pit feature was identified 1 m southwest of the *makai* trench terminus. The pit feature was designated Feature T7-1. Feature T7-1 is a small midden deposit at a depth of 90 cmbs. A 6.4-liter sample of this feature contained only sea urchin spines and test (n=8). No charcoal was present.

### **Trench 8**

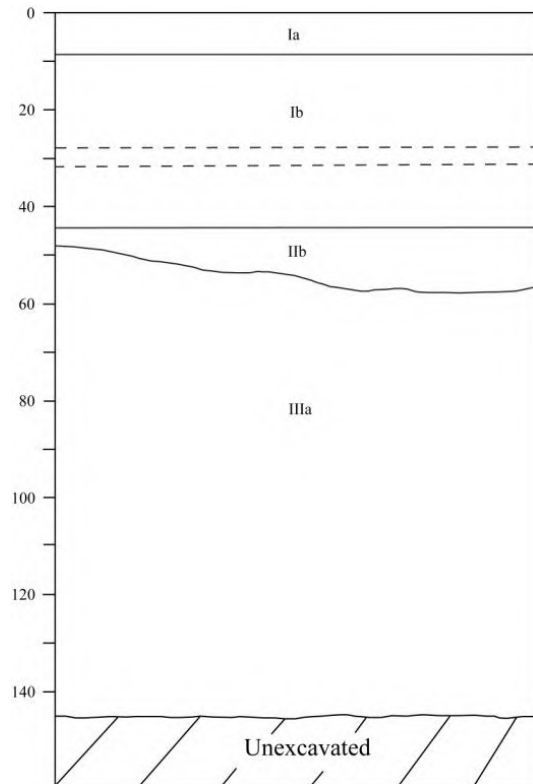
Trench 8 measured 10 m long by 60 cm wide and was excavated to a maximum depth of 1.45 m. The trench contained four stratigraphic layers, as recorded on the southeast wall (Figure 17 and Figure 18).

Layer Ia extends from 0 to 10 cmbs and is asphalt surfacing for the parking lot. Layer Ib extends from 10 to 44 cmbs and is a banded layer of modern fill associated with the construction of the condominiums. This fill band consists of sublayers of crushed coral, gravel, and terrigenous silty clay loam. Layer IIb extends from 44 to 58 cmbs. No features or cultural material were observed in Layer IIb. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.45 m. Layer IIIa is undisturbed, culturally sterile sand.

### **Trench 9**

Trench 9 measured 10 m long by 60 cm wide and was excavated to a maximum depth of 1.5 m. The trench contained five stratigraphic layers, as recorded on the northwest wall (Figure 19 and Figure 20).

Layer Ia extends from 0 to 10 cmbs and is a concrete pad from the previously-existing structure. Layer Ib extends from 10 to 40 cmbs and is a banded layer of modern fill associated with the construction of the condominiums. This fill band consists of two sublayers—terigenous clay loam fill and sand fill. Layer IIa extends from 40 cmbs to a maximum depth of 85 cmbs. Layer IIa is a mixed and heavily disturbed layer of dark brown sand. Layer IIb extends from 82 cmbs to a maximum depth of 1.2 m. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.5 m. Layer IIIa is undisturbed, culturally sterile sand.

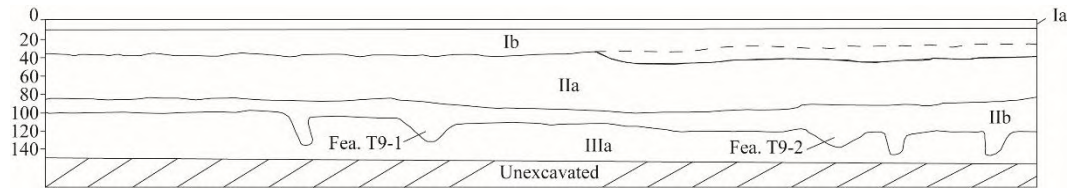


**Figure 17. Trench 8, southeast wall.**



**Figure 18. Trench 8, southeast wall.**





**Figure 19. Trench 9, northwest wall.**



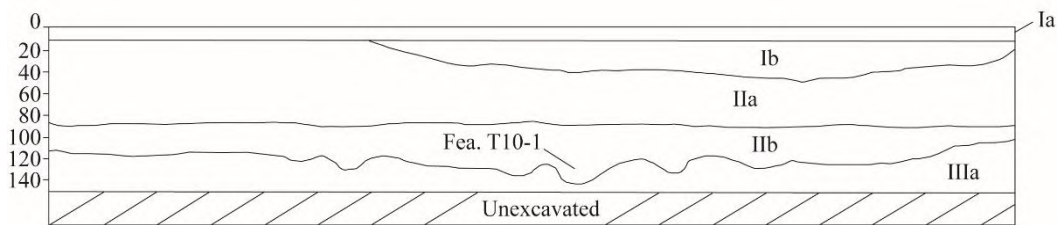
**Figure 20. Trench 9, Feature T9-2 (red oval), northwest wall.**

Two pit features were identified in Layer IIb. These pit features were designated Feature T9-1 and Feature T9-2. Cultural material was visible in the profiles of both features. However, after 4-liter bulk matrix samples were processed for each, Feature T9-1 produced only one *Strombus* sp. shell and Feature T9-2 one piece of sea urchin. No charcoal was present in either feature.

### **Trench 10**

Trench 10 measured 9 m long by 60 cm wide and was excavated to a maximum depth of 1.5 m. The trench contained five stratigraphic layers as recorded on the northwest wall (Figure 21 and Figure 22).

Layer Ia extends from 0 to 10 cmbs and is a concrete pad from the previously-existing structure. Layer Ib extends from 10 to 50 cmbs at its maximum depth and consists of a dark brown layer of sand fill. Layer IIa extends from 10 cmbs to 1 m at the southwestern end of the trench. Towards the northeastern end of the trench, Layer IIa extends from 50 cmbs to a depth of 88 cm.



**Figure 21. Trench 10, northwest wall.**



**Figure 22. Trench 10, Feature T10-1 (red oval), view to southwest.**

Layer IIa is a mixed and heavily disturbed layer of brown sand. Layer IIb extends from the base of Layer IIa at 88 cmbs to a maximum depth of 1.42 m. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.5 m. Layer IIIa is undisturbed, culturally sterile sand.

One pit feature was identified in Layer IIb, 4 m southwest of the *makai* trench terminus. The feature was situated at a depth of 1.3 m and designated Feature T10-1. A 4-liter matrix sample contained abundant charcoal, sea urchin spines and test ( $n > 50$ ), crab claw fragments ( $n = 3$ ), *Bivalvia* fragments ( $n = 15$ ), *Strombus* sp. ( $n = 2$ ), fire cracked rock ( $n = 3$ , 15 g), and 1 volcanic glass flake (Figure 23). The presence of charcoal, fire cracked rock, and thermally discolored sand indicates that this is a combustion feature, likely used for cooking. Charcoal was submitted for wood identification but not for radiocarbon dating, as it did not contain short-lived species. Wood identification result can be found in Section 4.3.3.



**Figure 23.** Close-up of Feature T10-1, charcoal and thermally altered sand visible in side wall.

### **Trench 11**

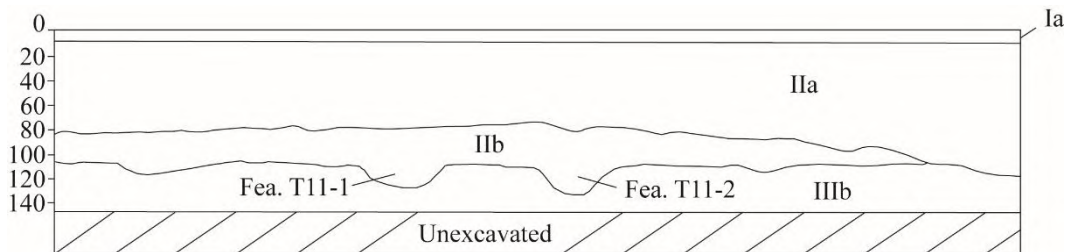
Trench 11 measured 8 m long by 60 cm wide and was excavated to a maximum depth of 1.45 m. The trench contained four stratigraphic layers, as recorded on the northwest wall (Figure 24).

Layer Ia extends from 0 to 10 cmbs and is a concrete pad from the previously-existing structure. Layer IIa extends from 10 cmbs to an average depth of 85 cmbs along most of trench. At the northeast end the layer descends to a depth of 1.1 m. Layer IIa is mixed and heavily disturbed brown sand. Layer IIb extends from the base of Layer IIa at 85 cmbs to a maximum depth of 1.3 m. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.45 m. Layer IIIa is undisturbed, culturally sterile sand.

Two pit features were identified in Layer IIb. These features were designated Feature T11-1 (Figure 25) and Feature T11-2 (Figure 26). Feature T11-1 is a small midden deposit located at a depth of 1.2 m. A 3.5-liter sample of this deposit contained sea urchin spines (n=2), one *Turbo* sp. fragment, one *Isognomon* sp., fish bone (n=2), and a basalt flake. No charcoal was present.

Feature T11-2 was also situated at a depth of 1.2 m. A 4-liter sample of feature matrix contained abundant charcoal, sea urchin spines (n=5), and fire cracked rock. Charcoal from T11-2 was submitted for wood identification (see Section 4.3.3). Results indicated that all charcoal from the feature was derived from indigenous Hawaiian or Polynesian-introduced species (see Appendix A). A sample of the short-lived *hala* (*pandanus* sp.) was submitted for AMS radiocarbon dating and returned a  $2\sigma$  date range of Cal AD 1665–Post 1950 (see Appendix B). Given the nature and contents of the deposit, the later portion of this range (Cal AD 1910–Post 1950) is likely specious. Feature T11-2 appears to be a combustion feature dating to the late pre-Contact Period of Hawaiian history.





**Figure 24. Trench 11, northwest wall.**



**Figure 25. Trench 11, Feature 11-1, northwest wall.**



**Figure 26. Trench 11, Feature 11-2 at far right in red circle, northwest wall.**



### **Trench 12**

Trench 12 measured 10 m long by 60 cm wide and was excavated to a maximum depth of 1.5 m. The trench contained four stratigraphic layers, as recorded on the southeast wall (Figure 27 and Figure 28).

Layer Ia extends from 0 to 10 cmbs and is a concrete pad from the previously-existing structure. Layer IIa extends from 10 to 70 cmbs. It is a mixed and heavily disturbed layer of brown calcareous sand. From 70 to 80 cmbs there is a metal utility pipe that parallels the length of the trench. Layer IIb extends from the base of the utility pipe at 80 cmbs to a maximum depth of 1.3 m. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.5 m. Layer IIIa is undisturbed, culturally sterile sand.

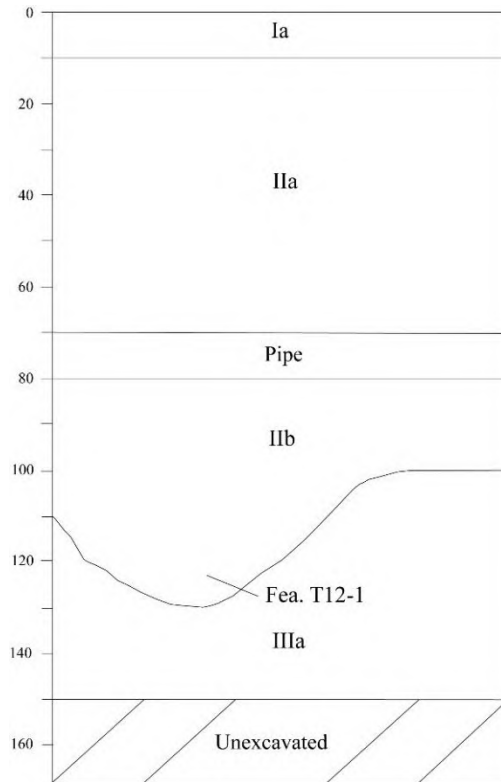
One pit feature was identified in Layer IIb at the northeastern end of the trench. It was designated Feature T12-1. A 4.5-liter sample of feature matrix contained abundant charcoal, *Conus* sp. (n=1), sea urchin spines (n=11), and one pharyngeal wrass tooth (*Labridae*).

The abundance of charcoal indicated that this feature might be a good candidate for radiocarbon dating and a sample was therefore submitted for wood identification. Results indicated that all of the charcoal was derived from indigenous Hawaiian or Polynesian-introduced species (see Appendix A). A sample of 'akoko (*Euphobia* sp.), a short-lived shrubby species, was submitted for AMS radiocarbon dating and returned a very tight 2 $\sigma$  calibrated date range of Cal AD 1425–1470 (see Appendix B). Feature T12-1 is clearly a pre-Contact Hawaiian combustion feature (fire pit), likely used for cooking marine foods. Feature contents are quite modest and little else can be said about it.

### **Trench 13**

Trench 13 measured 10 m long by 60 cm wide and was excavated to a maximum depth of 1.5 m. The trench contained five stratigraphic layers, as recorded on the southeast wall (Figure 29 and Figure 30).

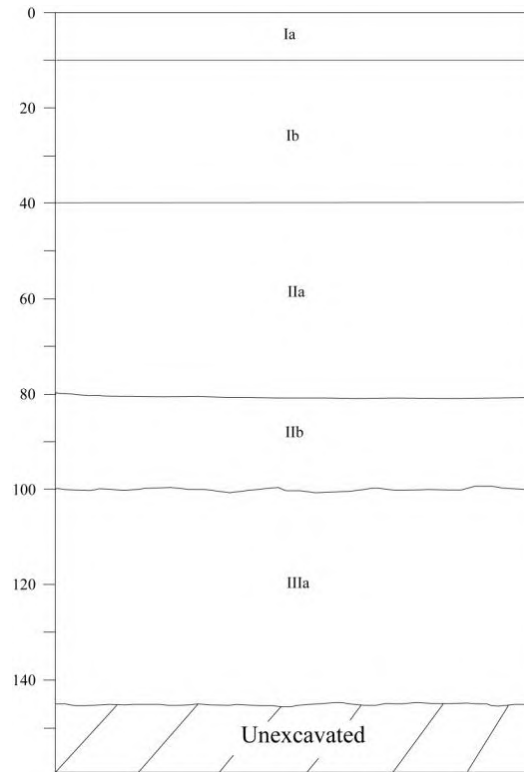
Layer Ia extends from 0 to 10 cmbs and is a concrete pad from the previously-existing structure. Layer Ib extends from 10 to 40 cmbs and consists of a dark reddish brown terrigenous clay loam fill. Layer IIa extends from 40 to 80 cmbs and is a mixed and heavily disturbed layer of brown calcareous sand. Layer IIb extends from 80 to 100 cmbs. No features or cultural material were observed in Layer IIb. Layer IIIa extends from the base of Layer IIb to the base of excavation at a depth of 1.5 m. Layer IIIa is undisturbed, culturally sterile sand.



**Figure 27. Trench 12, southeast wall.**



**Figure 28. Feature T12-1 (red oval), southeast wall.**



**Figure 29. Trench 13, southeast wall.**



**Figure 30. Trench 13, view to southeast.**

### Trench 14

Trench 13 measured 10 m long by 60 cm wide and was excavated to a maximum depth of 1.8 m. The trench contained five stratigraphic layers, as recorded on the southeast wall (Figure 31 and Figure 32).

Layer Ia extends from 0 to 10 cmbs and is a concrete pad from the previously-existing structure. Layer Ib extends from 10 to 70 cmbs and consists of crushed coral fill. Layer IIa extends from 70 to 90 cmbs and is a heavily disturbed layer of brown calcareous sand. Layer IIb extends from 80 cmbs to a maximum depth of 1.7 m. Layer IIb was very thick in this trench, although no clear features or cultural material were observed. Layer IIIb extends from the base of Layer IIb to the base of excavation at a depth of 1.8 m. Layer IIIb consists of heavily saturated calcareous marine sand.

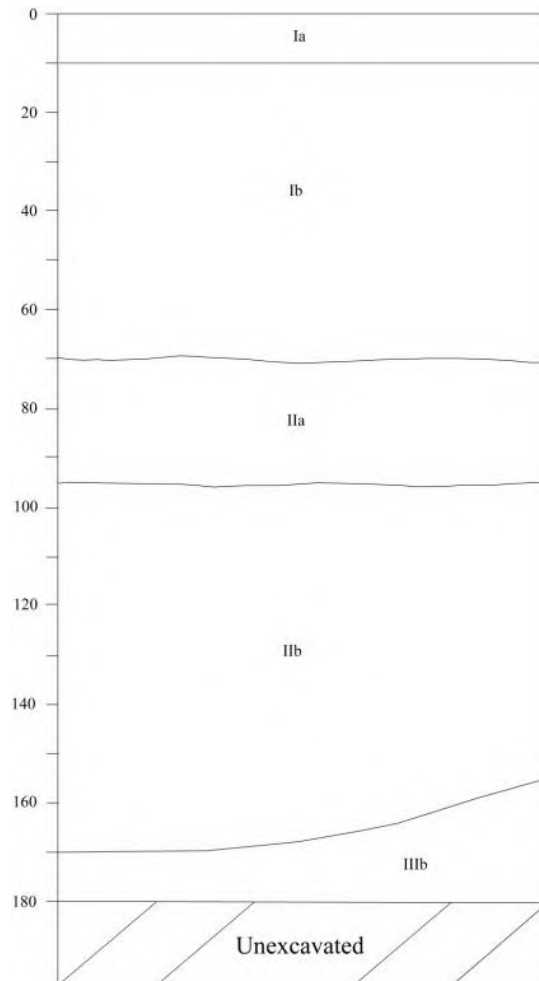


Figure 31. Trench 14, southeast wall.





**Figure 32. Trench 14 stratigraphy, southeast wall.**

### **4.3 Laboratory Analysis**

Cultural material recovered during subsurface testing was derived exclusively from 12 pit features associated with the traditional Hawaiian cultural layer designated SIHP Site 50-80-06-3970. Major artifact classes included lithic flakes (both basalt and volcanic glass), marine invertebrate remains, fish bone, and charcoal. Each of these are described and analyzed below.

#### **4.3.1 Lithic Artifacts**

One volcanic glass flake (artifact no. 1) and one basalt flake (artifact no. 2) were recovered from Features T10-1 and T11-1 respectively (Figure 33).

Artifact no. 1 is a small volcanic glass flake measuring 9.4 millimeters (mm) in length by 2 mm in width. It has a thickness of 1 mm and a weight of 0.1 g. The flake was recovered from a small combustion feature in Trench 10, along with shell midden and fire cracked rock. The volcanic glass flake clearly exhibits conchoidal fracture characteristics on its ventral surface. The dorsal surface is completely covered by cortex.

Artifact no. 2 is a basalt flake that measures 42.9 mm in length by 29.4 mm in width with a thickness of 10.2 mm and a weight of 10.5 g. It was recovered from a combustion feature in Trench 11. The basalt flake exhibits evidence of intentional hard-hammer percussion with diagnostic attributes including percussion bulb, striking platform, and negative flake scars on its dorsal surface. Flake size indicates early to mid-stage reduction, perhaps for adze production, although it was more likely created simply as an expedient flake tool.



Figure 33. Artifact no.1, volcanic glass flake (left) and artifact no. 2, basalt flake (right).

#### 4.3.2 Faunal Assemblage

Small assemblages of marine shell and fish bone were recovered from all of the sampled pit features at Site 3970 (Figure 34). The shell and fish bones remains were cleaned, sorted, and identified to lowest possible taxa. Total counts and weights for each feature and taxa are provided in Table 3. The feature subassemblages all exhibit a low diversity of taxa and have small element counts. Large quantities of highly fragmented sea urchin tend to elevate total counts in some features, but the number of actual urchin individuals represented is probable very small.

The total marine invertebrate and fish bone assemblage consists of 285 individual elements. Marine invertebrates (n=281) comprise 97.8 percent of the total sample. Fish bone (n=4) are 1.4 percent of the assemblage, contributing minimally to the total. Sea urchin (n=227) represents 80.8 percent of the marine invertebrates collected, followed by *Bivalvia* (n=28) at 10 percent. Marine invertebrate taxa break down as follows: *Nerita* sp. (n=8) 2.8 percent, *Turbo* sp. (n=6) 2.1 percent, *Strombus* sp. (n=5) 1.8 percent, crab claw (n=3) 1 percent, miscellaneous *Gastropoda* (n=2) 0.7 percent, *Conus* sp. (n=1) 0.4 percent, and *Isognomon* sp. (n=1) 0.4 percent.

This assemblage clearly represents human food remains. Sea urchin, bivalves, and *Nerita* are the highest percentage of the assemblage by count, and all three were commonly eaten in ancient Hawai'i. Fish remains are minimal with only four elements recovered, two of which were from the reef-dwelling wrass family (*Labridae* sp.). The assemblage as a whole, consistent across all features, appears to indicate reef gleaning and near-coastal gathering activities.



Figure 34. Sea urchin spines, body fragments, and a *Labridae* tooth (lower right) from Feature T5-2, Site 3970.

Table 3. Faunal Assemblage Data

| Trench | Feature | Material            | Count | Weight (g) | Comment                               |
|--------|---------|---------------------|-------|------------|---------------------------------------|
| 1      | 1-1     | Urchin              | 19    | 1.1        | Spines, test, and Aristotle's lantern |
|        |         | <i>Turbo</i> sp.    | 1     | 0.3        | Operculum                             |
|        |         | <i>Nerita</i> sp.   | 1     | 0.3        | -                                     |
|        |         | <i>Strombus</i> sp. | 1     | 0.8        | -                                     |
| 2      | 2-1     | Urchin              | 35    | 1.5        | Spines and Aristotle's lantern        |
|        |         | <i>Turbo</i> sp.    | 2     | 7.7        | Operculum                             |
|        |         | <i>Nerita</i> sp.   | 2     | 0.9        | -                                     |
|        |         | <i>Strombus</i> sp. | 1     | 1.6        | -                                     |
|        |         | <i>Gastropoda</i>   | 2     | 1.0        | -                                     |
|        |         | <i>Bivalvia</i>     | 3     | 0.4        | -                                     |

**Table 3. (cont.)**

| <b>Trench</b> | <b>Feature</b> | <b>Material</b>        | <b>Count</b> | <b>Weight (g)</b> | <b>Comment</b>                                                                                                   |
|---------------|----------------|------------------------|--------------|-------------------|------------------------------------------------------------------------------------------------------------------|
| 5             | 5-1            | Urchin                 | 49           | 3.0               | Spines and test                                                                                                  |
|               |                | <i>Nerita</i> sp.      | 1            | 0.3               | -                                                                                                                |
| 5             | 5-2            | Urchin                 | 31           | 1.3               | -                                                                                                                |
|               |                | <i>Turbo</i> sp.       | 1            | 0.6               | Operculum                                                                                                        |
|               |                | <i>Nerita</i> sp.      | 2            | 0.4               | -                                                                                                                |
|               |                | <i>Bivalvia</i>        | 3            | 0.1               | -                                                                                                                |
|               |                | <i>Labridae</i> tooth  | 1            | <0.1              | Pharyngeal tooth                                                                                                 |
| 6             | 6-1            | Urchin                 | 16           | 1.3               | Spines and a portion of Aristotle's lantern                                                                      |
|               |                | <i>Nerita</i> sp.      | 2            | 0.6               | -                                                                                                                |
|               |                | <i>Bivalvia</i>        | 7            | 0.7               | -                                                                                                                |
| 7             | 7-1            | Urchin                 | 8            | 0.7               | Spines, test, and Aristotle's lantern                                                                            |
| 9             | 9-1            | <i>Strombus</i> sp.    | 1            | 0.3               | -                                                                                                                |
| 9             | 9-2            | Urchin                 | 1            | <0.1              | -                                                                                                                |
| 10            | 10-1           | Urchin                 | 50           | 4.4               | Spines and test; only large to medium and mostly complete spines counted, many more very small fragments present |
|               |                | Crab claw              | 3            | 0.2               | -                                                                                                                |
|               |                | Bivalve frag.          | 15           | 2.5               | -                                                                                                                |
|               |                | <i>Strombus</i> sp.    | 2            | 4.1               | -                                                                                                                |
| 11            | 11-1           | <i>Turbo</i> sp. frag  | 1            | 0.4               | -                                                                                                                |
|               |                | Urchin spine           | 2            | <0.1              | -                                                                                                                |
|               |                | Fish bone              | 2            | 0.7               | One scapula                                                                                                      |
|               |                | <i>Isognomon</i> sp.   | 1            | 0.5               | -                                                                                                                |
|               |                | <i>Turbo</i> sp. frag  | 1            | 0.4               | -                                                                                                                |
| 11            | 11-2           | Urchin spine           | 5            | 0.3               | -                                                                                                                |
| 12            | 12-1           | Urchin spine           | 11           | 0.8               | -                                                                                                                |
|               |                | <i>Conus</i> sp. frag. | 1            | 3.0               | -                                                                                                                |
|               |                | <i>Labridae</i> tooth  | 1            | 0.3               | Pharyngeal tooth                                                                                                 |



#### 4.3.3 Wood Identification and Radiocarbon Dating Results

Charcoal samples from Features T10-1, T11-2, and T12-1 were submitted to the IARII Wood Identification Laboratory for identification to the lowest taxonomic level possible. The objectives of this analysis were to determine 1) if any of the features contained modern-introduced species, and 2) to identify charcoal from short-lived species or elements (e.g., nut shell, twigs) suitable for radiocarbon dating.

Analysis results are summarized in Table 4 below and the complete report can be found in Appendix A. All of the identifiable elements from the three features were either endemic to Hawai'i or Polynesian introductions. This indicates, along with the other matrix contents, that they may be of pre-Contact age. At the very least, this hypothesis is not disproved by the data.

Of the three features, T11-2 and T12-1 contained short-lived species suitable for radiocarbon analysis, and were therefore submitted. Feature T10-1 contained only tree species which had the potential to introduce an "old wood" bias. This is unfortunate, since this feature produced the only volcanic glass fragment found during the investigation.

Radiocarbon dating results for the two features are summarized in Table 5 below. Calibration details can be found in Appendix B. The results indicate clearly that the combustion event that produced Feature T12-1 occurred sometime within a 45-year period in the middle of the fifteenth century. The Cal AD 1425–1470 result is a rather tight date range and is the earliest archaeologically dated feature in the region.

Feature T11-2 is also most likely a product of pre-Contact activity, although the later portions of the calibrated date range introduce some uncertainty. Given the exclusively Hawaiian and Polynesian-introduced charcoal in the features, the presence of traditional Hawaiian tool remains (e.g., basalt and volcanic glass flakes), and the absence of any historic artifacts or intrusive strata, it is unlikely that the features date to the post-Contact portion of the calibrated date range. We interpret the Feature T11-2 results to support a pre-Contact Hawaiian cultural affiliation.

The radiocarbon results indicate a long period of activity in this locale, with usage potentially covering a ca. 550-year span.<sup>3</sup> The cultural layer comprising SIHP Site 3970, as with other similar coastal deposits, is likely a product of centuries of use. Reworking and intermingling of materials during this long period means that internal stratigraphy is unlikely (and was not observed) and that scientific value for the generalized layer is quite limited. The investigation of intact, single-event pit features that extend into sterile sand deposits, such as those identified in this study, remain the primary source of archaeological data. It is, of course, remarkable, that the two features, which are only about 6 meters apart, derive from such different time periods.

---

<sup>3</sup> Ending in the early 1970s with construction of the condominiums.

**Table 4. Charcoal Identification Results**

| Trench | Feature | Taxa                            | Hawaiian Name           | Origin/Habit                     | Part     | Weight (g) |
|--------|---------|---------------------------------|-------------------------|----------------------------------|----------|------------|
| 10     | T10-1   | <i>Psychotria</i> sp.           | ‘Kōpiko                 | Native/Trees                     | wood     | 0.47       |
|        |         | <i>Metrosideros</i> sp.         | ‘Ōhi‘a lehua and others | Native/Trees and Shurbs          | wood     | 0.20       |
|        |         | Unknown hardwood                | -                       | -                                | wood     | 0.25       |
|        |         | <i>Syzygium</i> sp.             | ‘Ōhi‘a ‘ai and others   | Native and Introduced/Trees      | wood     | 0.09       |
|        |         | <i>Sideroxylon polynesianum</i> | <i>Keahi</i>            | Native/Shrubs and Trees          | wood     | 0.08       |
|        |         | <i>Diospyros</i> sp.            | <i>Lama</i>             | Native/Small Trees               | wood     | 0.11       |
| 11     | T11-2   | <i>Euphorbia</i> sp.            | ‘Akoko                  | Native/Shrubs and Small Trees    | wood     | 0.06       |
|        |         | Indeterminate hardwood twig     | -                       | -                                | wood     | 0.05       |
|        |         | <i>Pandanus</i> sp.             | <i>Hala</i>             | Native/Trees                     | nutshell | 0.37       |
| 12     | T12-1   | <i>Diospyros</i> sp.            | <i>Lama</i>             | Native/Small Trees               | wood     | 0.21       |
|        |         | <i>Euphorbia</i> sp.            | ‘Akoko                  | Native/Shrubs and Small Trees    | wood     | 0.15       |
|        |         | cf. <i>Morinda citrifolia</i>   | <i>Noni</i>             | Polynesian Introduced/Small Tree | wood     | 0.12       |
|        |         | <i>Myrsine</i> sp.              | Kōlea                   | Native/Shrubs and Small Trees    | wood     | 0.25       |

**Table 5. Radiocarbon Dating Results**

| Feature | Material | Taxa                                   | Lab No.     | Conventional Age | 2σ Calibrated Range                                           |
|---------|----------|----------------------------------------|-------------|------------------|---------------------------------------------------------------|
| T11-2   | Charcoal | <i>Pandanus</i> sp.<br>( <i>Hala</i> ) | Beta-453635 | 160 ± 30 BP      | Cal AD 1665–1710<br>Cal AD 1720–1890<br>Cal AD 1910–Post 1950 |
| T12-1   | Charcoal | <i>Euphorbia</i> sp.<br>(‘Akoko)       | Beta-453636 | 440 ± 30 BP      | Cal AD 1425–1470                                              |

#### **4.4 SIHP Site 50-80-06-3970: Pre-Contact Hawaiian Cultural Layer**

Subsurface testing resulted in the identification of one previously recorded historic property, SIHP Site 50-80-06-3970, a truncated pre-Contact Hawaiian cultural layer. The current boundary of the site is defined by the parcel limits of its observation, inclusive of human burial finds (Figure 35). This includes: 1) occurrences recorded during the present testing, 2) previous documented occurrences on the subject parcel to the north, and 3) previous documented occurrences on the adjacent property (Hanohano Hale condominiums). The total site area thus includes the entirety of TMKs (1) 5-3-008:001 and :002. The total area encompassed by the current site boundary is 5.5 acres. It extends 295 meters lengthwise parallel with the coastline and extends 80 m inland. It is expected that this site boundary will be modified as further archaeological testing is conducted over the years.

Site 3970 was observed in 13 of the 14 test trenches during this project and produced a total of 12 pit features. These features demonstrate that intact, single-event activity loci are present at the base of the deposit despite significant truncation of the overlying general occupational deposit by modern activities. Furthermore, these features have the potential to produce traditional Hawaiian artifact assemblages containing lithic flakes, marine invertebrates, fish bone, and dateable charcoal. Although the quantity and diversity of materials recovered during this project were modest and of limited interpretive value, there remains the potential for more substantial feature contents.

Radiocarbon dating of short-lived taxa from two features confirms that occupation and use of the area, and development of the cultural deposit, dates well into the pre-Contact Period, with earliest use potentially at AD 1425.

#### **5.0 CONCLUSIONS AND RECOMMENDATIONS**

In accordance with SHPD requirements issued under the authority of Hawaii Revised Statutes Chapter 6E-42, Garcia and Associates completed an archaeological inventory survey at parcel TMK (1) 5-3-008:002 por. in Papa'akoko Ahupua'a, Ko'olauloa District, O'ahu. The inventory survey consisted of the excavation of 14 test trenches spaced evenly across the area of proposed development. Test excavation produced wide-spread evidence of previously-recorded SIHP Site 50-80-06-3970, a pre-Contact Hawaiian cultural deposit.

The Site 3970 cultural deposit covers virtually the entire project area and likely extends well beyond into adjacent parcels. Numerous pit features were identified in test trench side-walls, although it was difficult to distinguish discrete single-event features from dips in the undulating base of the cultural deposit. Twelve features appeared to have potential for containing cultural material and were therefore bulk sampled and analyzed. The features produced modest amounts of marine invertebrate remains, fish bone, and lithic artifacts. Of the 12 features, only three produced macroscopic charcoal. Charcoal from two features was found suitable for radiocarbon dating and produced date ranges of Cal AD 1425–1470 and Cal AD 1665–Post 1950, both at a 95% ( $2\sigma$ ) confidence level. Given the content of the features, the post-Contact portion latter date range is likely spurious.



Figure 35. Current site boundary for SIHP Site 50-80-06-3970.



### 5.1 SIHP Site 50-80-06-3970: Significance and Integrity

The Site 3970 cultural deposit was evaluated for significance and integrity following the criteria established in HAR §13-284-6. Results of the evaluation are summarized in Table 6 below.

According to HAR §13-284-6, to be considered ‘significant’ “a historic property shall possess integrity of location, design, setting, materials, workmanship, feeling, and association, and shall meet one or more of the following criteria:

- 1) Criterion “a”. Be associated with events that have made an important contribution to the broad patterns of our history;
- 2) Criterion “b”. Be associated with the lives of persons significant in our past;
- 3) Criterion “c”. Embody the distinctive characteristics of a type, period, or method of construction, represent the work of a master, or that possess high artistic value;
- 4) Criterion “d”. Have yielded, or is likely to yield, information important for research on prehistory or history; or
- 5) Criterion “e”. Have important value to the native Hawaiian people or to another ethnic group of the state due to associations with cultural practices once carried out, or still carried out, at the property or due to associations with traditional beliefs, events, or oral accounts--these associations being important to the group’s history and cultural identity.”

Site 3970 is a traditional Hawaiian cultural deposit associated with utilization of the windward coastline for habitation, food processing, and consumption. Although the upper portion of the deposit has been truncated by Historic Period land development activities, the cultural deposit retains substantial integrity and has been shown to contain well-preserved single-event pit features. Radiocarbon dating of charcoal from short-lived taxa from one such feature indicates utilization of the area as early as AD 1425. Another feature, in close proximity, returned a calibrated date range beginning at AD 1665. These data indicate long, likely continuous occupation and utilization of the Papa‘akoko Ahupua‘a coastline. The two-century spread between such closely-spaced pit features suggests a high potential for features representing other periods as well, all within a very localized area. If enough such features are discovered and analyzed, it may

**Table 6. Significance Evaluation Results**

| SIHP Site     | Site Type                             | Site Function                                       | Significance Criterion |
|---------------|---------------------------------------|-----------------------------------------------------|------------------------|
| 50-80-06-3970 | Pre-Contact Hawaiian Cultural Deposit | Possible habitation, food processing, human burial. | d, e                   |

be possible to compile a continuous record of habitation and marine resource consumption at this site. Midden contents of the features so far recorded, admittedly, have been very modest, and only three of 12 produced any charcoal at all. Nevertheless, Site 3970 has clearly yielded, and is likely to yield, information important for research on Hawaiian prehistory. Site 3970 is therefore considered a “significant” historic property under HAR §13-284-6 Criterion “d.”

Another important consideration is the fact that previous investigators have recovered Hawaiian skeletal remains from within, or from features that appear associated with, the Site 3970 cultural deposit (Bath and Smith 1988; Pestana and Spear 2010). This suggests that additional burials may potentially be present within or below the cultural layer, anywhere within its broad extent. Traditional Hawaiian burials clearly “have important value to the native Hawaiian people” and therefore Site 3970 is also a significant historic property under HAR §13-284-6 Criterion “e.”

For properties eligible under Criterion d, integrity is based upon the property’s potential to yield specific data that addresses important research questions ([https://www.nps.gov/nr/publications/bulletins/nrb15/nrb15\\_8.htm](https://www.nps.gov/nr/publications/bulletins/nrb15/nrb15_8.htm)). Site 3970 has demonstrated its potential to yield such data at multiple locales. The pertinent integrity consideration is therefore whether the deposit has been disturbed enough to ruin its information potential more broadly. Stratigraphic data indicates that the deposit has indeed been adversely impacted by modern construction. The upper portion of the deposit in most locations has been highly disturbed, including probable mixing with overlying sediment layers. However, the lower part of the deposit is largely intact. More importantly, the relatively deep single-event pit features that contain the most important scientific information were observed to be intact in most of the test trenches. Therefore, although the integrity of the deposit has been impacted, the impact is not sufficient to negate its information potential, and therefore its significance under Criterion “d.”

## **5.2 Effect Determination and Mitigation Recommendation**

Based on the owner’s future construction plans for the parcel, the effect determination for this project is “effect with agreed-upon mitigation commitment.” The effect will be partial destruction of the cultural deposit and the scientific information it contains. It should be noted, however, that of the two proposed construction actions described in Section 1.1, only the future construction of new condominiums in the project area will affect historic properties (i.e., SIHP Site 50-80-06-3970). Remodeling of Apartment Unit 115, however, will not affect historic properties.

The pertinent factors in evaluating the potential effect of the proposed Apartment Unit 115 renovations are: 1) the depth of proposed excavation, 2) the extent to which proposed excavation is within previously disturbed sediment, and 3) the expected depth of SIHP Site 50-80-06-3970. The proposed depth of excavation for the nine footings is relatively shallow at 12 to 18 inches. This is well above the depth at which the SIHP Site 50-80-06-3970 cultural deposit could be encountered, based on documented stratigraphy from that locale. There is very little chance that these shallow footing excavations would encounter intact Hawaiian cultural deposits. Furthermore, the nine proposed footings will be excavated in the same locations as existing footings in the Apartment Unit 115 locale. This further reduces the chances of impacting intact cultural deposits. For the above reasons, the proposed ground disturbing construction activities

associated with Apartment Unit 115 renovations at “Pats at Punaluu” will have “no effect” on significant historic properties.

The larger construction project associated with the future new condominium building remains a concern. The ground disturbing associated with this construction will reach and exceed the depth of the cultural deposit (ca. 60 cm/24 inches in depth). It is therefore recommended that archaeological data recovery be conducted at the SIHP Site 50-80-06-3970 cultural deposit as mitigation for the adverse effect. This work may be conducted prior to, or in conjunction with, earth-disturbing construction activities. The objective of the archaeological data recovery is to acquire compositional and age data for single-event pit features (or other features types if present) within the cultural deposit and to obtain spatial distribution data for such features using a plow-zone style ‘scrapping’ excavation technique. This will require slowly removing sediment in thin horizontal layers such that features can be exposed, mapped, and sampled in plan across the project area.

The methodology and stipulations of the data recovery investigation should be presented in an Archaeological Data Recovery Plan, to be approved by SHPD. This plan may be submitted to, and approved by, SHPD prior to the development of engineering plans for the new structure, provided it accounts for all potential disturbance to the cultural deposit.

## 6.0 REFERENCES

Bath, J. and M. Smith

1988 Memorandum File Pat’s at Punalu‘u Site 50-80-06-3970 [TMK 5-3-08:1 and 2].

Chinen, J.J.

1958 *The Great Mahele: Hawaii’s Land Division of 1848*. University of Hawai‘i Press, Honolulu.

Condè, J.C. and G.M. Best

1973 *Sugar Trains, Narrow Gauge Rails of Hawai‘i*. Glenwood Publishers, Felton, California.

Foote, D.E., E. Hill, S. Nakamura, and F. Stephens

1972 *Soil Survey of the Islands of Oahu, Maui, Molokai, and Lanai, State of Hawaii*. U.S. Department of Agriculture Soil Conservation Service, Washington. D.C.

Giambelluca, T.W., Q. Chen, A.G. Frazier, J.P. Price, Y.L. Chen, P.S. Chu, J.K. Eischeid, and D.M. Delparte

2013 Online Rainfall Atlas of Hawai‘i. *Bulletin of American Meteorological Society* 94:313–316, doi: 10.1175/BAMS-D-11-00228.1.

Gregg, E. and J. Kennedy

2004 *A Report Concerning the Inadvertent Discovery of Human Remains at a Property Located at TMK 5-3-08:26 in Kaluanui Ahupua‘a, Ko‘olaupua District, Island of O‘ahu*. Archaeological Consultants of the Pacific, Inc., Haleiwa, Hawai‘i.

Handy, E.S.C.

1940 *The Hawaiian Planter, Volume I: His Plants, Methods and Areas of Cultivation*. Bishop Museum Bulletin 161. Bishop Museum Press, Honolulu.

Handy, E.S.C. and E.G. Handy

1972 *Native Planters in Old Hawaii*. Bishop Museum Bulletin 233. Bishop Museum Press, Honolulu.

Honolulu Medical Examiner

- 1988 *City and County of Honolulu Medical Examiners Report # 0-469*. Letter on file SHPD Kapolei, Hawai'i.
- Hunt, T.  
1993 *Archaeological Inventory Survey Papa 'akoko, Ko 'olauloa, O 'ahu (TMK:5-3-9:58)*. Prepared for Pan Pacific Medical Development, Edmonds, Washington. DLNR/SHPD, Honolulu.
- Jourdane, E.  
1995 *Inadvertent Discovery of Skeletal Remains 53-504 Kamehameha Highway, Punalu 'u, Ko 'olauloa, O 'ahu [TMK 5-3-06:29]*.
- Kirch, P.V.  
1985 *Feathered God and Fishhooks: An Introduction to Hawaiian Archaeology and Prehistory*. University of Hawai'i Press, Honolulu.
- McAllister, J.G.  
1933 *Archaeology of Oahu*. Bishop Museum Bulletin 104, Bernice P. Bishop Museum, Honolulu.
- McDermott, M.  
2010 *CSH's Investigation of the Hanohano Hale, Punaluu, Inadvertent Burial Find 12-17-09 – Summary Letter*. Cultural Surveys Hawai'i, Inc., Kailua, Hawai'i.
- Perzinski, D. and H. Hammatt  
2004 *An Archaeological Monitoring Report for the Windward Mains 36" Waterline Replacement Project. Punalu 'u and Kahana Ahupua 'a, Ko 'olauloa District, Island of O 'ahu TMK Zone 5: (Punalu 'u) 5-3-01, 02, 04, 05, and 06; and (Kahana) 5-2-05*. Cultural Surveys Hawai'i, Inc., Kailua, Hawai'i.
- Pestana, E. and R.L. Spear  
2010 *An Archaeological Monitoring Report for a Greywater System (GWS) Installation Project at Hanohano Hale Condominium Papa 'akoko Ahupua 'a, Ko 'olauloa District, O 'ahu Island, Hawai 'i*. Scientific Consultant Services, Inc., Honolulu.
- Pukui, M.K., S.H. Elbert, and E.T. Mookini  
1974 *Place Names in Hawai 'i*. University of Hawai'i Press, Honolulu.
- Soil Survey Staff  
2016 Web Soil Survey. Natural Resources Conservation Service, United States Department of Agriculture. Available online at <http://websoilsurvey.nrcs.usda.gov/>. Accessed 12/06/2016.
- Smith, M., J. Bath, and W.B. Masse  
1988 *Three Burials at 53-368 Kamehameha Highway, Wai 'ono, Ko 'olauloa, O 'ahu*.
- Spear, R.L. and D. Chaffee  
1993 *An Archaeological Assessment of the Sewage System Upgrade Project, Hanohano Hale Condominium, Papa 'akoko, Punaluu, O 'ahu, Hawai 'i [TMK: 5-3-08: 01]*. Scientific Consultant Services, Inc., Honolulu.
- Thrum, T.G.  
1909 Heiaus and heiau sites throughout the Hawaiian islands (Concluded). *Hawaiian Annual for 1909*, pp 38–43.
- Treiber, G.E.  
2008 *Hawaiian Railway Album. Volume 1 – The Oahu Railway and Land Company, Limited, in Honolulu*. The Railroad Press, Hanover, Pennsylvania.
- Valeri, V.  
1985 *Kingship and Sacrifice: Ritual and Society in Ancient Hawaii*. Translated by P. Wissing. University of Chicago Press, Chicago, Illinois.



## **APPENDIX A: WOOD IDENTIFICATION RESULTS**



## RADIOCARBON SCREENING OF SAMPLES FROM PAT'S AT PUNALU'U, O'AHU ISLAND

By:  
Jennifer Huebert, IARII

For:  
David Byerly, Garcia and Associates (GANDA)

December 7, 2016

### METHODS

Three charcoal samples from the Pat's at Punalu'u project were analyzed to facilitate the selection of short lived species or plant parts for radiocarbon dating. The freshly fractured transverse and tangential facets of each charcoal piece were viewed with a dissecting microscope, and further examined with an epi-illuminated microscope at magnifications of 50–500X. Taxonomic identifications were made by comparing anatomical characteristics with wood specimens in the IARII Pacific Islands Wood Collection. Vouchers associated with these specimens have been verified and archived at the Department of Botany, University of Hawai'i, Mānoa. Published references, including books, journal articles, technical documents, and wood atlases, were also consulted.

For each sample, charcoal fragments were examined only until preferred short-lived material (nutshells, twigs, or very small-diameter wood) was located. Unexamined material was returned to its original packaging.

### RESULTS

Nine woods were identified in the three samples analyzed. One of these taxa, listed as Unknown hardwood 01, had distinctive anatomical features but a determination could not be made. *Hala* (*Pandanus*) nutshell and a very small twig of an indeterminate hardwood were noted in the sample from TR-11, Fe.2. A detailed list of the identifications is presented below, and anatomical descriptions of some materials are included at the end of this report.

Nutshells and twigs are short-lived and preferred for radiocarbon dating, so the *Hala* endocarp and small twig are recommended. Additionally, many *Euphorbia* (*'Akoko*) occur as shrubs and small trees and are probably the next best choice for dating. *Lama* (*Diospyros*), *'Ōhi'a lehua* (*Metrosideros*), and *'Ōhi'a 'ai* (*Syzygium*) can occur as large and/or slow-growing trees, and should be avoided when possible as the wood could include many decades of inbuilt age. A copy of two useful papers that discuss the selection of material for radiocarbon dating in more detail can be provided upon request (Allen and Huebert 2014, Athens and Rieth 2013).

| WIDL #                     | Taxa                            | Common/Hawaiian Name              | Origin/Habit                             | Part     | Weight, g |
|----------------------------|---------------------------------|-----------------------------------|------------------------------------------|----------|-----------|
| <b>TR-10, Fe.1 (#2369)</b> |                                 |                                   |                                          |          |           |
| 1635-1                     | <i>Psychotria</i> sp.           | <i>'Kōpiko</i>                    | Native/Trees                             | wood     | 0.47      |
| 1635-2                     | <i>Metrosideros</i> sp.         | <i>'Ōhi'a lehua</i><br>and others | Native/Shrubs and<br>Trees               | wood     | 0.20      |
| 1635-3                     | Unknown hardwood 01             | --                                | --                                       | wood     | 0.25      |
| 1635-4                     | <i>Syzygium</i> sp.             | <i>'Ōhi'a 'ai</i> and<br>others   | Native and<br>Introduced/Trees           | wood     | 0.09      |
| 1635-5                     | <i>Sideroxylon polynesianum</i> | <i>Keahi</i>                      | Native/Shrubs and<br>Trees               | wood     | 0.08      |
| 1635-6                     | <i>Diospyros</i> sp.            | <i>Lama</i>                       | Native/Small Trees                       | wood     | 0.11      |
| <b>TR-11, Fe.2 (#2369)</b> |                                 |                                   |                                          |          |           |
| 1635-7                     | <i>Euphorbia</i> sp.            | <i>'Akoko</i>                     | Native/Shrubs and<br>Small Trees         | wood     | 0.06      |
| 1635-8                     | Indeterminate hardwood twig     | --                                | --                                       | wood     | 0.05      |
| 1635-9                     | <i>Pandanus</i> sp.             | <i>Hala</i>                       | Native/Trees                             | nutshell | 0.37      |
| <b>TR-12, Fe.1 (#2369)</b> |                                 |                                   |                                          |          |           |
| 1635-10                    | <i>Diospyros</i> sp.            | <i>Lama</i>                       | Native/Trees                             | wood     | 0.21      |
| 1635-11                    | <i>Euphorbia</i> sp.            | <i>'Akoko</i>                     | Native/Shrubs and<br>Small Trees         | wood     | 0.15      |
| 1635-12                    | cf. <i>Morinda citrifolia</i>   | <i>Noni</i>                       | Polynesian<br>Introduction/Small<br>Tree | wood     | 0.12      |
| 1635-13                    | <i>Myrsine</i> sp.              | <i>Kōlea</i>                      | Native/Shrubs and<br>Small Trees         | wood     | 0.25      |



## REVIEW OF TAXA

### EBENACEAE

#### *Diospyros* sp. (*Lama*)

This small endemic tree, 2 to 10 m tall, is found in wet or dry regions of all the main Hawaiian Islands (Rock 1913:395; Wagner et al. 1990:587). Its hard wood was once used by Hawaiians for houses, enclosures for certain idols (Malo 1951:21), and chisel handles (Buck 1957:38). Hillebrand (1981:275) reported that the small fruits were eaten by the natives.

### EUPHORBIACEAE

#### *Euphorbia* sp. (*Akoko*)

The distribution of the 15 endemic shrubs and small trees in this genus range from coastal environments to upper forest zones on the main Hawaiian Islands (Wagner et al. 1990:602-617; Rock 1974:243-262) and was valued for firewood by the Hawaiians (Hillebrand 1981:396). The milky sap was once considered a possible source for rubber (Rock 1974:261).

### MYRTACEAE

#### *Metrosideros* sp. (*Ōhi'a lehua* and others)

These endemic species range in habit from prostrate shrubs to tall trees, and in distribution from sea level to 2200 m elevation, in many ecological situations on all of the main Hawaiian Islands (Wagner et al. 1990:967). The hard wood of *Ōhi'a lehua* (*M. polymorpha*) was once used for making spears and mallets, idols, posts and rafters for houses, and enclosures around temples (Buck 1957:87; Malo 1951:20; Neal 1965:638). In addition to *M. polymorpha*, species in this genus that are native to O'ahu include *M. tremuloides* (*Lehua āhihi*), *M. macropus* (also called *Ōhi'a lehua*), and *M. rugosa* (*Lehua papa*).

### MYRSINACEAE

#### *Myrsine* sp. (*Kōlea*)

The nine species of *Myrsine* found on O'ahu occur as shrubs and small trees (Wagner et al. 1990:937-947). The red sap and charcoal of these plants were used as tapa dyes, and the wood was used in the construction of houses (Neal 1965:664).

### PANDANACEAE

#### *Pandanus* sp. (*Hala*)

This indigenous species is a tree, up to about 10 m tall, which occurs in mesic coastal sites and slopes of mesic valleys on all of the main islands except Kaho'olawe (Wagner et al. 1990:1479-1481). The leaves were used for house thatching, mats, baskets, and fans (Buck 1957:103-105; Handy and Handy 1972:201; Neal 1965:52). The wood was used to make calabashes, troughs and boards to mash sweet potatoes (Handy and Handy 1972:202). Lei are made today from the colorful fruit segments or keys, but in the past they were not favored for important occasions as another meaning for *hala* was failure (Pukui and Elbert 1986:51).

### RUBIACEAE

#### cf. *Morinda citrifolia* (*Noni*)

This Polynesian introduction is a small tree or shrub, 3 to 6 m tall, which is now naturalized in dry to mesic sites on all of the main islands except Kaho'olawe (Wagner et al. 1990:1157). It was originally cultivated in Hawai'i for its medicinal properties (Abbott 1992:98-100). A red kapa dye was extracted from the bark and a yellow dye from the root (Buck 1957:167).

#### *Psychotria* sp. (*Kōpiko*)

This large genus is distributed over tropical regions of both the New and Old Worlds. The 11 species of *Psychotria* in Hawai'i are small to medium sized endemic trees which are found in the mesic to wet forests. The five species, known from O'ahu, are *P. fauriei*, *P. hathewayi*, *P. hexandra*, *P. kaduana*, and *P. mariniana*. These species range from small trees to trees up to 20 m tall and occur mainly in mesic to wet forests (Wagner et al. 1990:1160-1170). Its wood was previously used as firewood and to make *kapa* logs (Malo 1951:21).

*Syzygium* sp. ('*Ōhi'a 'ai* and others)

Four species of these trees are found on O'ahu. *Syzygium cumini* (Java plum) and *S. jambos* (rose apple) have naturalized in the mesic forests after their introduction prior to 1871 and in 1825, respectively. The Polynesian introduction *S. malaccense* (mountain apple, '*Ōhi'a 'ai*) may be found in low mesic to wet forests while the native *S. sandwicensis* ('*Ōhi'a hā*) seems to be restricted to ridges and slopes on Kaua'i, O'ahu, Moloka'i, Lāna'i and Maui (Wagner et al. 1990:975-976). The trunks from '*Ōhi'a 'ai* were formerly used for posts, house rafters and temple enclosures; idols were also carved from the wood. The fruit was eaten and the bark, flowers and leaves were used medicinally (Rock 1974:323). A dye for clothing was extracted from the bark (Buck 1957:187).

#### SAPOTACEAE

*Sideroxylon polynesianum* (Keahi)

This is an indigenous shrub or tree considered to have once been a component of the dry forest, but is now rare in many locations. It has been documented from slopes and lava fields in remnant patches of dry forest on all of the main islands except Ni'ihau and Kaho'olawe (Wagner et al. 1990:1232).

#### ANATOMICAL DESCRIPTIONS

*Diospyros* sp.

Small vessels under 50 µm diameter, often chained 2-4 radially; thick-walled fibers; regularly spaced, fine, slightly wavy lines of axial parenchyma 1-2 cells wide; short rays, mostly uniseriate, of small cells with one to several rows of square cells at ends and frequent rhomboid crystals; intervessel pits alternate and very small; vessel-ray pits similar

*Euphorbia* sp.

Very small-diameter vessels (under 65 µm), round or angular in outline, solitary or in radial multiples; most rays uniseriate and 3-5 cells tall; intervessel pits alternate, oval, smaller (under 5 µm); axial parenchyma mostly absent / not noted

*Metrosideros* sp.

Vessels 60-130 µm diameter (generally of two size classes), isolated, round; rays mainly bi-seriate with short to long uniseriate ends; slash-like vessel-ray pits

cf. *Morinda citrifolia*

Vessels 55-100 µm, solitary or in radial chains of up to 3-4; irregular and discontinuous bands of axial parenchyma a few cells wide; rays (1)2-4 cells wide, body of procumbent cells with 1-3 uprights at ends; intervessel pits alternate, 6-7 µm, oval, probably vested; vessel-ray pits similar; raphide crystals scattered across section in places; radial fissures frequent

*Mrsine* sp.

Small vessels, 50-65 µm diameter, occasionally in pairs, widely spaced, vitrified margins; rays 4-6 cells wide, occasionally larger, of small procumbent cells and square cells; can be tall with occasional sheath

cells; intervessel pits alternate, 6-7  $\mu\text{m}$  diameter and can occur in coalescent apertures; vessel-ray pits similar; chunky crystals noted

*Pandanus* sp. nutshell

1.8 cm x 1.5 cm x .5 cm thick; locule visible; fragment from proximal end

*Psychotria* sp.

Very small vessels, sometimes angular in outline, can be difficult to distinguish from parenchyma in cross-section; rays wider than vessels, ~3 cells wide, of small cells with generally one upright at ends; intervessel pits alternate and very small (<4  $\mu\text{m}$ ).

*Sideroxylon polynesianum*

Vitrified and glassy cross-section, brittle; vessels ~100  $\mu\text{m}$  diameter or smaller; narrow bands axial parenchyma ~2 cells wide, regularly spaced; fiber lumens mostly closed; rays very small, of short bi-seriate body with ends 2-3 cells long

*Syzygium* sp.

Vessels ~50  $\mu\text{m}$  diameter, round, isolated or in pairs; wavy bands of axial parenchyma; somewhat thicker-walled fibers; vessel-ray pits slash-like and enlarged, round to oval; intervessel pits alternate, oval, clearly veined, medium sized

Unknown hardwood 01

Vessels ~100-120  $\mu\text{m}$  diameter, solitary or in pairs; rays 2-3 cells wide with long uniseriate ends, occasionally interconnected; fibers medium-thick, sometimes rectangular in cross-section; intervessel pits 7-11  $\mu\text{m}$ , oval and alternate and opposite; vessel-ray pits enlarged and occasionally slash-like

Indeterminate hardwood twig

13 mm x 3 mm, hollow, with leaf attachment scars; indeterminate taxon; could be a single year of growth

## REFERENCES CITED

Abbott, Isabella

1992 *Lā'au Hawai'i: Traditional Uses of Hawaiian Plants*. Bishop Museum Press, Honolulu.

Allen, M.S., and J.M. Huebert

2014 Short-Lived Plant Materials, Long-Lived Trees, and Polynesian 14C Dating: Considerations for 14C Sample Selection and Documentation. *Radiocarbon* 56.

Buck, Peter H. (Te Rangi Hiroa)

1957 *Arts and Crafts of Hawaii*. Bishop Museum Special Publication 45, Honolulu.

Handy, E. S. Craighill and Elizabeth G. Handy

1972 *Native Planters of Old Hawaii: Their Life, Lore, and Environment*. Bishop Museum Bulletin 233. Bishop Museum Press, Honolulu.

Hillebrand, William

1981 *Flora of the Hawaiian Islands: A Description of their Phanerogams and Vascular Cryptogams*. Lubrecht & Cramer, New York. Originally published in 1888.

**Malo, David**

- 1951 *Hawaiian Antiquities (Moolelo Hawaii)*. Translated by Nathaniel B. Emerson, 1898. Bishop Museum Special Publication 2 (2nd ed.), Honolulu.

**Neal, Marie C.**

- 1965 *In Gardens of Hawaii*. Bernice P. Bishop Museum Special Publication 50. Bishop Museum Press, Honolulu.

**Pukui, Mary K. and Samuel H. Elbert**

- 1986 *Hawaiian Dictionary*. University of Hawaii Press, Honolulu.

**Rieth, T., and J.S. Athens**

- 2013 Suggested Best Practices for the Application of Radiocarbon Dating to Hawaiian Archaeology. *Hawaiian Archaeology* 13, 3–29.

**Rock, Joseph F.**

- 1974 *The Indigenous Trees of the Hawaiian Islands*. Charles E. Tuttle Company, Inc. Originally privately published in 1913.

**Wagner, Warren L., Derral R. Herbst, and S. H. Sohmer**

- 1990 *Manual of the Flowering Plants of Hawai'i*. University of Hawaii and Bishop Museum Presses, Honolulu.



## **APPENDIX B: RADIOCARBON RESULTS**



## CALIBRATION OF RADIOCARBON AGE TO CALENDAR YEARS

(Variables: C13/C12 = -24.8 ‰ : lab. mult = 1)

Laboratory number    **Beta-453635 : 2369 TR11FE2**

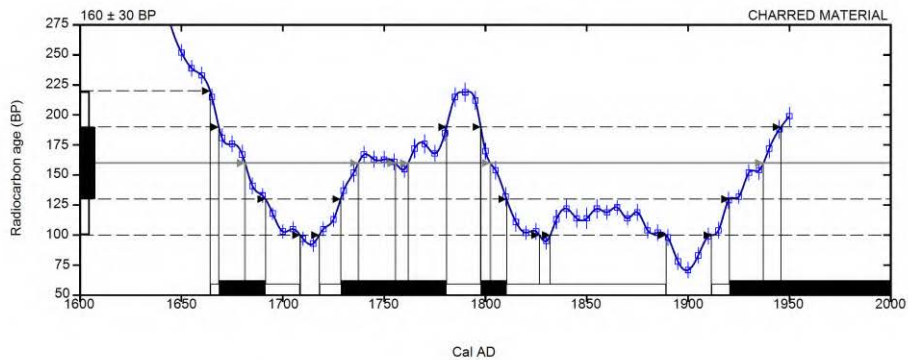
Conventional radiocarbon age    **160 ± 30 BP**

Calibrated Result (95% Probability)    **Cal AD 1665 to 1710 (Cal BP 285 to 240)  
Cal AD 1720 to 1890 (Cal BP 230 to 60)  
Cal AD 1910 to Post 1950 (Cal BP 40 to Post 0)**

Intercept of radiocarbon age with calibration curve

|                          |
|--------------------------|
| Cal AD 1680 (Cal BP 270) |
| Cal AD 1735 (Cal BP 215) |
| Cal AD 1755 (Cal BP 195) |
| Cal AD 1760 (Cal BP 190) |
| Cal AD 1800 (Cal BP 150) |
| Cal AD 1935 (Cal BP 15)  |
| Post AD 1950 (Post BP 0) |

Calibrated Result (68% Probability)    **Cal AD 1670 to 1690 (Cal BP 280 to 260)  
Cal AD 1730 to 1780 (Cal BP 220 to 170)  
Cal AD 1800 to 1810 (Cal BP 150 to 140)  
Cal AD 1920 to Post 1950 (Cal BP 30 to Post 0)**



### Database used

INTCAL13

### References

#### Mathematics used for calibration scenario

A Simplified Approach to Calibrating C14 Dates, Talma, A. S., Vogel, J. C., 1993, Radiocarbon 35(2):317-322

#### References to INTCAL13 database

Reimer PJ et al. IntCal13 and Marine13 radiocarbon age calibration curves 0–50,000 years cal BP. Radiocarbon 55(4):1869–1887., 2013.

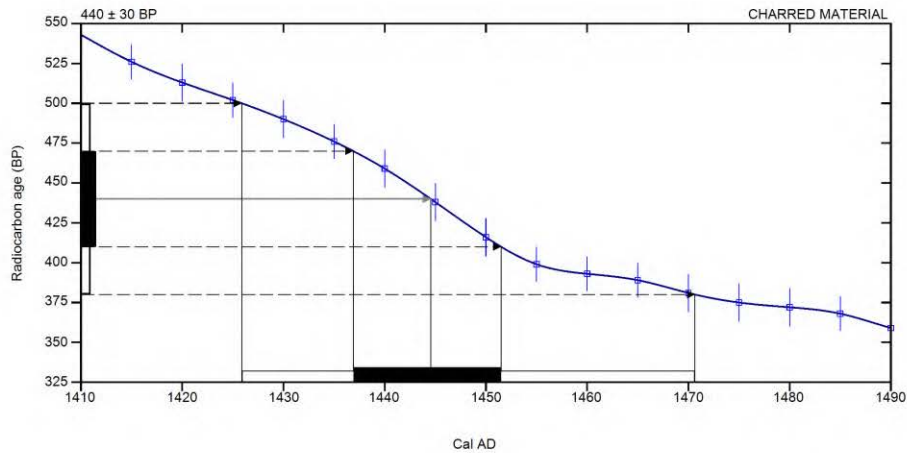
## Beta Analytic Radiocarbon Dating Laboratory

4985 S.W. 74th Court, Miami, Florida 33155 • Tel: (305)667-5167 • Fax: (305)663-0964 • Email: beta@radiocarbon.com

## CALIBRATION OF RADIOCARBON AGE TO CALENDAR YEARS

(Variables: C13/C12 = -26.1 o/oo : lab. mult = 1)

|                                                            |                                                |
|------------------------------------------------------------|------------------------------------------------|
| <b>Laboratory number</b>                                   | <b>Beta-453636 : 2369 TR12FE1</b>              |
| <b>Conventional radiocarbon age</b>                        | <b>440 ± 30 BP</b>                             |
| <b>Calibrated Result (95% Probability)</b>                 | <b>Cal AD 1425 to 1470 (Cal BP 525 to 480)</b> |
| <b>Intercept of radiocarbon age with calibration curve</b> | <b>Cal AD 1445 (Cal BP 505)</b>                |
| <b>Calibrated Result (68% Probability)</b>                 | <b>Cal AD 1435 to 1450 (Cal BP 515 to 500)</b> |



### Database used

INTCAL13

### References

#### Mathematics used for calibration scenario

A Simplified Approach to Calibrating C14 Dates, Talma, A. S., Vogel, J. C., 1993, Radiocarbon 35(2):317-322

#### References to INTCAL13 database

Reimer PJ et al. IntCal13 and Marine13 radiocarbon age calibration curves 0–50,000 years cal BP. Radiocarbon 55(4):1869–1887, 2013.

### Beta Analytic Radiocarbon Dating Laboratory

4985 S.W. 74th Court, Miami, Florida 33155 • Tel: (305)667-5167 • Fax: (305)663-0964 • Email: beta@radiocarbon.com



# **APPENDIX E**

## **Declaration of Condominium Property Regime, Kahena Wai Estates**

Page Intentionally Left Blank

410PK



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

July 16, 2018 3:29 PM

Doc No(s) A-67710848



1 1/2 ICL  
B-23194009

/s/ LESLIE T. KOBATA  
REGISTRAR

1  
A

AFTER RECORDATION, RETURN BY MAIL ( ) PICK-UP (X)

ANDERS G. O. NERVELL, ESQ.  
CLAY CHAPMAN IWAMURA PULICE  
& NERVELL  
700 BISHOP STREET, SUITE 2100  
HONOLULU, HAWAII 96813

THIS DOCUMENT CONTAINS 44 PAGES

TITLE OF DOCUMENT:

DECLARATION OF CONDOMINIUM PROPERTY REGIME  
OF  
KAHENA WAI ESTATES

PARTIES TO DOCUMENT:

DEVELOPER: KAHENA WAI ESTATES, LLC, a Hawaii limited liability company  
87-070 Farrington Highway, Suite 303  
Waianae, Hawaii 96792

PROPERTY DESCRIPTION: : DOCUMENT NO(S): A-59890347;  
: A-59890348; A-59890349; A-59890350  
SEE EXHIBIT "A" : & A-59890351  
: LAND COURT DOCUMENT NO.:  
: N/A  
: TRANSFER CERTIFICATE OF  
: TITLE NO(S): N/A

Tax Map Key Nos: (1) 5-3-005: 028 and 030

## TABLE OF CONTENTS

|                                                                  |    |
|------------------------------------------------------------------|----|
| 1. DEFINITIONS AND INTERPRETATION .....                          | 6  |
| 2. NAME, LOCATION AND DESCRIPTION OF PROPERTY.....               | 8  |
| 2.1 Name of Project .....                                        | 8  |
| 2.2 Location.....                                                | 8  |
| 2.3 Tax Map Key No. ....                                         | 8  |
| 2.4 Description of Land .....                                    | 8  |
| 3. DESCRIPTION OF PROJECT, UNITS AND ADJACENT AREAS .....        | 9  |
| 3.1 Buildings.....                                               | 9  |
| 3.2 Description of Units .....                                   | 9  |
| 3.3 Unit Location and Access to Public Road.....                 | 13 |
| 3.4 Description and Boundaries of Units .....                    | 13 |
| 3.5 Parking .....                                                | 13 |
| 3.6 Measurements and Conflicts.....                              | 14 |
| 4. COMMON ELEMENTS .....                                         | 14 |
| 5. LIMITED COMMON ELEMENTS.....                                  | 15 |
| 6. PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS ..... | 18 |
| 7. EASEMENTS.....                                                | 19 |
| 7.1 Utilities.....                                               | 19 |
| 7.2 Encroachments .....                                          | 19 |
| 7.3 Pipes, Wires, etc. ....                                      | 20 |
| 7.4 Right to Enter Units .....                                   | 20 |
| 7.5 Fences and Walls; Cross-Easements and Licenses. ....         | 20 |
| 7.6 Reserved Right to Grant Easements.....                       | 21 |
| 7.7 Easement to Complete Development of Project.....             | 21 |
| 7.8 Easement for Noise and Dust .....                            | 21 |
| 7.9 Right to Conduct Sales Activities .....                      | 21 |



|                                                                                                              |    |
|--------------------------------------------------------------------------------------------------------------|----|
| 8. PARTITION.....                                                                                            | 22 |
| 9. USE .....                                                                                                 | 22 |
| 9.1 Principal Permitted Uses.....                                                                            | 22 |
| 9.2 Rentals.....                                                                                             | 23 |
| 9.3 Care and Disturbance .....                                                                               | 23 |
| 9.4 Use of Common Elements .....                                                                             | 23 |
| 10. ASSOCIATION OF UNIT OWNERS.....                                                                          | 23 |
| 11. ADMINISTRATION OF THE PROJECT .....                                                                      | 23 |
| 12. CONSENT OR APPROVAL.....                                                                                 | 23 |
| 13. COMPLIANCE WITH DECLARATION AND BY-LAWS.....                                                             | 24 |
| 14. ALTERATION AND TRANSFER OF INTERESTS.....                                                                | 24 |
| 15. COMMON AND LIMITED COMMON COSTS AND EXPENSES.....                                                        | 24 |
| 16. INSURANCE.....                                                                                           | 25 |
| 16.1 Fire and Extended Coverage Insurance.....                                                               | 25 |
| 16.2 Liability Insurance .....                                                                               | 25 |
| 17. DAMAGE, DESTRUCTION OR CONDEMNATION OF ONE UNIT OR THE LIMITED COMMON ELEMENTS APPURTENANT THERETO ..... | 26 |
| 17.1 Damage and Destruction.....                                                                             | 26 |
| 17.2 Condemnation of Unit or Limited Common Elements .....                                                   | 26 |
| 18. DAMAGE, DESTRUCTION OR CONDEMNATION OF COMMON ELEMENTS....                                               | 27 |
| 18.1 Damage or Destruction of Common Elements.....                                                           | 27 |
| 18.2 Condemnation of Common Elements.....                                                                    | 27 |
| 19. ALTERATION OF PROJECT.....                                                                               | 27 |
| 19.1 Changes to Units.....                                                                                   | 27 |
| 19.2 Changes to Other Than Units.....                                                                        | 30 |
| 19.3 Individual Wastewater Systems .....                                                                     | 31 |

|                                                                                                                   |    |
|-------------------------------------------------------------------------------------------------------------------|----|
| 20. AMENDMENT OF DECLARATION .....                                                                                | 32 |
| 20.1 Amendments Generally.....                                                                                    | 32 |
| 20.2 Amendments of Project Documents by Developer.....                                                            | 32 |
| 20.3 Mortgagee Approval.....                                                                                      | 33 |
| 20.4 Amendments for Changes to Units .....                                                                        | 33 |
| 21. INVALIDITY .....                                                                                              | 34 |
| 22. SERVICE OF PROCESS.....                                                                                       | 34 |
| 23. BINDING EFFECT AND COUNTERPARTS.....                                                                          | 34 |
| 24. CONFORMITY OF PROJECT .....                                                                                   | 34 |
| 25. RESERVED RIGHTS OF DEVELOPER REGARDING UNITS 10 AND 11 .....                                                  | 35 |
| 25.1 General .....                                                                                                | 35 |
| 25.2 Subdivision of Units 10 and 11 .....                                                                         | 35 |
| 25.3 Consolidation of Subdivided Unit 10 and Unit 11 Units .....                                                  | 35 |
| 25.4 Utilities.....                                                                                               | 35 |
| 25.5 Reserved Right to Reconfigure and Reassign Limited Common Element<br>Driveway 2 .....                        | 36 |
| 25.6 Amendment of Declaration and Condominium Map.....                                                            | 36 |
| 25.7 Assignment of Developer's Reserved Rights. ....                                                              | 37 |
| 25.8 Consent to Developer's Reserved Rights; Appointment of Developer and<br>Association as Attorney-in-Fact..... | 37 |

DECLARATION OF CONDOMINIUM PROPERTY REGIME  
OF  
KAHENA WAI ESTATES

THIS DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KAHENA WAI ESTATES (this "Declaration") is made this 13<sup>th</sup> day of June, 2018, by KAHENA WAI ESTATES, LLC, a Hawaii limited liability company, whose address is 87-070 Farrington Highway, Suite 303, Waianae, Hawaii 96717 (hereinafter called the "Developer").

W I T N E S S E T H :

WHEREAS, the Developer owns in fee simple that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land"); and

WHEREAS, the Developer desires to submit the Land and the improvements constructed thereon to a Condominium Property Regime pursuant to Chapter 514B, Hawaii Revised Statutes, as amended (herein called the "Act"), which said improvements are more particularly shown and described in the plans filed in the Recording Office as Condominium Map No. 5805 (hereinafter referred to as the "Condominium Map"), which said Condominium Map is incorporated herein by reference.

NOW, THEREFORE, in order to create a condominium project consisting of the Land and said improvements (herein called the "Project") and to be known as "KAHENA WAI ESTATES", the Developer hereby submits the Land and said improvements and all of its estate, right, title, and interest therein to a Condominium Property Regime established pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended (the "Act"), and in furtherance thereof, makes the following declarations as to divisions, limitations, restrictions, covenants, and conditions, and hereby declares and agrees that the Land and said improvements are held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to said declarations, restrictions, and conditions set forth herein and in the By-Laws of the Association of Unit Owners (the "By-Laws") of even date herewith and which are being recorded in the Recording Office concurrently herewith (and which said By-Laws are incorporated herein by reference), as the same may from time to time be amended, which said declarations, restrictions, and conditions shall constitute covenants running with the Land and shall be binding upon and shall inure to the benefit of the Developer, its successors and assigns, and all present or future Owners, mortgagees, lessees, and occupants of all or any part of the Project and their respective successors, heirs, personal representatives, and assigns. All of the provisions of this Declaration are intended to create mutual servitudes upon each Unit within the Project and to create reciprocal rights between the respective Unit Owners.

1. DEFINITIONS AND INTERPRETATION.

1.1 The following terms shall have the meanings set forth below:

(a) "Accessory Farm Structure" means a structure, or a collection of structures, that is accessory to agricultural uses and/or activities in accordance with Chapter 205, Hawaii Revised Statutes, and the LUO. An Accessory Farm Structure does not include a Farm Dwelling, as defined below.

(b) "Accessory Residential Structure" means a structure, or a collection of structures, other than a Residential Dwelling Structure, that is accessory to residential uses and/or activities permitted in residential zoned districts under the LUO.

(c) "Act" means Chapter 514B, Hawaii Revised Statutes, as amended.

(d) "Association" means the Association of Unit Owners of the Project.

(e) "Board of Directors" or "Board" means the Board of Directors of the Association.

(f) "By-Laws" means the By-Laws of the Association of Unit Owners of the Project recorded in the Recording Office concurrently with this Declaration, as the same may be amended and/or restated from time to time.

(g) "Common Elements" means those parts of the Project that are defined in this Declaration as Common Elements, being all areas not designated as a "Unit". The description of the Common Elements is set forth in Section 4 herein.

(h) "Common Interest" means the undivided percentage interest in all Common Elements of the Project set forth in this Declaration and discussed in Section 6 of this Declaration, which percentage interest is appurtenant to a Unit.

(i) "Condominium Map" means the Condominium Map filed in the Recording Office concurrently with this Declaration and identified in the recital paragraphs hereinabove, as the same may be duly amended from time to time.

(j) "Declaration" means this Declaration of Condominium Property Regime of the Project, as the same may be amended and/or restated from time to time.

(k) "DPP" means the Department of Planning and Permitting of the City and County of Honolulu.



(l) "Farm Dwelling" means a single-family dwelling located within the Yard Area appurtenant to a Unit and used in connection with a farm where agricultural activity provides income to the family occupying the dwelling, all in accordance with Chapter 205, Hawaii Revised Statutes, and the LUO. If a Farm Dwelling is permitted within the Yard Area of a particular Unit in the Project, no other dwelling shall be permitted unless otherwise permitted under the LUO.

(m) "House Rules" means the rules and regulations (if any) adopted pursuant to the By-Laws, as the same may be amended from time to time, governing the details of the operation and use of the Project, and certain details regarding the use of the Units.

(n) "Land" means the real property described in Exhibit "A" attached hereto.

(o) "Limited Common Elements" means those Common Elements that are designated in this Declaration as reserved for the exclusive use of one or more Units to the exclusion of other Units.

(p) "LUO" means the Land Use ordinance of the City and County of Honolulu, as it may be amended from time to time.

(q) "Majority" or "majority of Unit Owners" means the Owners of Units to which are appurtenant more than fifty percent (50%) of the Common Interests of the Project, and any specified percentage of the Unit Owners in this Declaration or in the Bylaws means the Owners of Units to which are appurtenant such percentage of the Common Interests.

(r) "Managing Agent" means an entity or individual employed or retained by the Association from time to time to perform fiscal and administrative management of the Project and physical management of the Common Elements.

(s) "Mortgagee of a Unit" or "Unit mortgagee" means the holder of a mortgage encumbering the fee title to, or any recorded leasehold interest, in a Unit.

(t) "Record", "recorded" or "recordation" means to record or file or to be recorded or filed in the Recording Office.

(u) "Recording Office" means the Bureau of Conveyances of the State of Hawaii.

(v) "Residential Dwelling Structure" means a single-family detached dwelling located within the Yard Area appurtenant to the Unit, and comprising a single "dwelling unit", as that term is defined in the LUO.

(x) "Unit" means a part of the Project, as described in this Declaration and as shown on the Condominium Map, intended for a use permitted under the Act, with an exit to a public street or highway, or to a Common Element or Limited Common Element leading to a public street or highway. The Units included in the Project are described in Section 3 herein.

(y) "Unit Deed" refers to the deed of a Unit from the Developer to a Unit Owner, and recorded in the Recording Office.

(z) "Unit Owner" or "Owner" means any person or entity owning, or the persons or entities owning jointly or in common, a Unit and the Common Interest appertaining thereto, provided that to such extent and for such purposes, including the exercise of voting rights, as shall be provided by a recorded lease demising a Unit for a term of more than one (1) year, a lessee of a Unit shall be deemed to be the Owner thereof. The purchaser of a Unit pursuant to an agreement of sale recorded in the Recording Office shall have all rights of a Unit Owner, including the right to vote, provided that the seller under such agreement of sale may retain the right to vote on matters substantially affecting his or her security interest in the Unit, including, but not limited to, the right to vote on matters listed in Section 514B-124 of the Act.

(aa) "Yard Area" means the land area beneath and immediately adjacent to each Unit and described as a Limited Common Element appurtenant to that Unit. A Yard Area is not a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each Limited Common Element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots. The location of each Yard Area is delineated on the Condominium Map.

1.2 The headnotes or captions of each paragraph are for convenience only and shall not be construed as enlarging, restricting, modifying, or otherwise affecting the meaning or context thereof.

2. NAME, LOCATION, AND DESCRIPTION OF PROPERTY.

2.1 Name of Project. "KAHENA WAI ESTATES".

2.2 Location. Off Kamehameha Highway, Hauula, State of Hawaii.

2.3 Tax Map Key No. (1) 5-3-005: 028 and 030.

2.4 Description of Land. The Project is located on that certain fee simple parcel of land as more particularly described in Exhibit "A" attached hereto and made a part hereof.

### 3. DESCRIPTION OF PROJECT, UNITS AND ADJACENT AREAS.

3.1 Buildings. The Project contains five (5) existing buildings (collectively the "Buildings" or singularly a "Building") and six (6) spatial units, each of which comprises one (1) condominium unit ("Unit"). Subject to being changed from time to time:

(a) Unit 1, the mailing address of which is 53-450 Kamehameha Highway, Hauula, Hawaii 96717, is a one-story structure, without a basement, constructed principally of wood and allied building materials.

(b) Unit 2, the mailing address of which is 53-452 Kamehameha Highway, Hauula, Hawaii 96717, is a one-story structure, without a basement, constructed principally of wood and allied building materials.

(c) Unit 3, the mailing address of which is 53-458 Kamehameha Highway, Hauula, Hawaii 96717, is a one-story structure, without a basement, constructed principally of wood and allied building materials.

(d) Unit 4 is a spatial unit, without a basement.

(e) Unit 5 is a spatial unit, without a basement.

(f) Unit 6 is a spatial unit, without a basement.

(g) Unit 7 is a spatial unit, without a basement.

(h) Unit 8, the mailing address of which is 53-440 Kamehameha Highway, Hauula, Hawaii 96717, is a one-story structure, without a basement, constructed principally of wood and allied building materials.

(i) Unit 9, the mailing address of which is 53-428 Kamehameha Highway, Hauula, Hawaii 96717, is a one-story structure, without a basement, constructed principally of wood and allied building materials.

(j) Unit 10 is a spatial unit, without a basement.

(k) Unit 11 is a spatial unit, without a basement.

### 3.2 Description of Units.

(a) General. The Units are identified herein and on the Condominium Map as "Unit 1", "Unit 2", "Unit 3", "Unit 4", "Unit 5", "Unit 6", "Unit 7", "Unit 8", "Unit 9", "Unit 10", and "Unit 11". An Owner of a Unit has: (1) the exclusive right to use the Yard Area and other areas, described in Section 5 below as Limited Common Elements appurtenant to his or her Unit; and (2) the right in common with other Owners

to use other areas described in Section 4 below as Common Elements (exclusive of the Limited Common Elements).

(b) The Units. One (1) freehold estate is hereby designated in each of the eleven (11) Units contained in the Project. Subject to being changed from time to time:

(1) Unit 1. Unit 1 is a one-story Residential Dwelling Structure, without a basement. Unit 1 is comprised of two (2) bedrooms, one (1) bathroom, kitchen, living room, and other improvements as shown on the Condominium Map. Unit 1 also has an attached carport and an open deck. The total net living area of Unit 1 is approximately 360 square feet. The carport is approximately 342 square feet, and the open deck is approximately 144 square feet.

(2) Unit 2. Unit 2 is a one-story Residential Dwelling Structure, without a basement. Unit 2 is comprised of one (1) bedroom, one (1) bathroom, kitchen, living room, and other improvements as shown on the Condominium Map. Unit 2 also has an open concrete pad and a porch. The total net living area of Unit 2 is approximately 550 square feet. The open concrete pad is approximately 335 square feet and the porch is approximately 55 square feet.

(3) Unit 3. Unit 3 is a one-story Residential Dwelling Structure, without a basement. Unit 3 is comprised of one (1) bedroom, one (1) bathroom, kitchen, dining room, living room, and other improvements as shown on the Condominium Map. The total net living area of Unit 3 is approximately 678 square feet.

(4) Unit 4. Unit 4 is a spatial unit, without a basement. Unit 4 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. If and when Unit 4 is replaced, it is expected to be replaced with a Residential Dwelling Structure in accordance with Section 19.1 of this Declaration. The replaced Unit 4 will have that number of rooms and other improvements, and net living floor area in square feet, as set forth in an amendment to the Declaration made in accordance with Section 20.4 of this Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where a Residential Dwelling Structure can or will be built and/or the size or layout of such Residential Dwelling Structure. Except as otherwise set forth in Section 19.1 of this Declaration, nothing herein is intended to limit the dimensions, height, or size of any Residential Dwelling Structure.

(5) Unit 5. Unit 5 is a spatial unit, without a basement. Unit 5 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area



enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. If and when Unit 5 is replaced, it is expected to be replaced with a Residential Dwelling Structure in accordance with Section 19.1 of this Declaration. The replaced Unit 5 will have that number of rooms and other improvements, and net living floor area in square feet, as set forth in an amendment to the Declaration made in accordance with Section 20.4 of this Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where a Residential Dwelling Structure can or will be built and/or the size or layout of such Residential Dwelling Structure. Except as otherwise set forth in Section 19.1 of this Declaration, nothing herein is intended to limit the dimensions, height, or size of any Residential Dwelling Structure.

(6) Unit 6. Unit 6 is a spatial unit, without a basement. Unit 6 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. To the extent permitted by law, if and when Unit 6 is replaced, it is expected to be replaced with an Accessory Farm Structure in accordance with Section 19.1 of this Declaration. Unit 6 cannot be replaced with a Farm Dwelling. The replaced Unit 6 will have that number of rooms and other improvements, and net floor area in square feet, as set forth in an amendment to the Declaration made in accordance with Section 20.4 of this Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where an Accessory Farm Structure can or will be built and/or the size or layout of such Accessory Farm Structure. Except as otherwise set forth in Section 19.1 of this Declaration, nothing herein is intended to limit the dimensions, height, or size of any Accessory Farm Structure.

(7) Unit 7. Unit 7 is a spatial unit, without a basement. Unit 7 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. If and when Unit 7 is replaced, it is expected to be replaced with a Residential Dwelling Structure in accordance with Section 19.1 of this Declaration. The replaced Unit 7 will have that number of rooms and other improvements, and net living floor area in square feet, as set forth in an amendment to the Declaration made in accordance with Section 20.4 of this Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where a Residential Dwelling Structure can or will be built and/or the size or layout of such Residential Dwelling Structure. Except as otherwise set forth in Section 19.1 of this Declaration, nothing herein is intended to limit the dimensions, height, or size of any Residential Dwelling Structure.

(8) Unit 8. Unit 8 is a one-story Residential Dwelling Structure, without a basement. Unit 8 is comprised of two (2) bedrooms, one (1)

bathroom, kitchen, living room, front deck, and other improvements as shown on the Condominium Map. The total net living area of Unit 8 is approximately 738 square feet. The front deck is approximately 528 square feet.

(9) Unit 9. Unit 9 is a one-story Residential Dwelling Structure, without a basement. Unit 9 is comprised of two (2) bedrooms, one (1) bathroom, kitchen, living room, entry and other improvements as shown on the Condominium Map. The total net living area of Unit 9 is approximately 808 square feet.

(10) Unit 10. Unit 10 is a spatial unit, without a basement. Unit 10 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. To the extent permitted by law, if and when Unit 10 is replaced, it is expected to be replaced with an Accessory Residential Structure in accordance with Section 19.1 of this Declaration. Unit 10 cannot be replaced with a Residential Dwelling Structure, unless such replacement is permitted by law. The replaced Unit 10 will have that number of rooms and other improvements, and net floor area in square feet, as set forth in an amendment to the Declaration made in accordance with Section 20.4 of this Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where an Accessory Residential Structure can or will be built and/or the size or layout of such Accessory Residential Structure. Except as otherwise set forth in Section 19.1 of this Declaration, nothing herein is intended to limit the dimensions, height, or size of any Accessory Residential Structure.

(11) Unit 11. Unit 11 is a spatial unit, without a basement. Unit 11 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. If and when Unit 11 is replaced, it is expected to be replaced with one Farm Dwelling, and any Accessory Farm Structure(s) to the extent permitted by law and in accordance with Section 19.1 of this Declaration. The replaced Unit 11 will have that number of rooms and other improvements, and net living floor area in square feet (if a Farm Dwelling) or net area in square feet (if an Accessory Farm Structure), as set forth in an amendment to the Declaration made in accordance with Section 20.4 of this Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where a Farm Dwelling or an Accessory Farm Structure can or will be built and/or the size or layout of such Farm Dwelling or Accessory Farm Structure. Except as otherwise set forth in Section 19.1 of this Declaration, nothing herein is intended to limit the dimensions, height, or size of any Farm Dwelling or Accessory Farm Structure.

3.3 Unit Location and Access to Public Road. The location of each of the Units is as shown on the Condominium Map. All Units in the Project have access to Kamehameha Highway, a public highway, either directly, or over a shared Limited Common Element driveway, as shown on the Condominium Map.

3.4. Description and Boundaries of Units. Each Unit consists of: (a) all footings, floors, foundations, perimeter walls and roofs of the Building and all other improvements from time to time located upon the Yard Area appurtenant to the Unit; (b) all of the space, fixtures, walls and other improvements located within such footings, floors, foundations, perimeter walls and roofs; (c) all exterior surfaces and finishes of such footings, floors, foundations, perimeter walls and roofs; (d) all decks, lanais, porches, steps, stairs or other improvements physically attached to the Building, or otherwise located upon the Yard Area appurtenant to the Unit, and for the exclusive use of the Owners and occupants of the Unit; and (e) all portions of any carport or garage physically attached to, or contained in, the Building, or otherwise located on the Yard Area appurtenant to the Unit, and for the exclusive use of the Owner and occupants of the Unit. The foregoing, as initially established or as hereafter changed pursuant to Section 19.1 of this Declaration, is referred to herein as a Unit. A Unit shall not be deemed to include any pipes, wires, ducts, conduits, or other utility or service lines running through a Unit (or the Yard Area appurtenant to such Unit) which are utilized by or serve any other Unit.

Notwithstanding the foregoing, with respect to Units 4, 5, 6, 7, 10, and 11, until such time that each of those spatial units are replaced with a physical structure (i.e., a Residential Dwelling Structure, an Accessory Residential Structure, a Farm Dwelling, or an Accessory Farm Structure), the boundary of each of those spatial units is the area bounded by the horizontal and vertical planes set forth on the Condominium Map and as further described in Section 3.2 above.

### 3.5 Parking.

(a) Unit 1. Unit 1 has two (2) appurtenant regular covered parking stalls as shown on the Condominium Map.

(b) Unit 2. Unit 2 has two (2) appurtenant regular open parking stalls as shown on the Condominium Map.

(c) Unit 3. Unit 3 has two (2) appurtenant regular open parking stalls as shown on the Condominium Map.

(d) Unit 4. Unit 4, when replaced with a Residential Dwelling Structure as provided herein, will have the exclusive use of that number of parking stalls located within the appurtenant Yard Area as determined by the Owner of such Unit. Until such time, parking for Unit 4 is permitted within the appurtenant Yard Area.

(e) Unit 5. Unit 5, when replaced with a Residential Dwelling Structure as provided herein, will have the exclusive use of that number of parking stalls

located within the appurtenant Yard Area as determined by the Owner of such Unit. Until such time, parking for Unit 5 is permitted within the appurtenant Yard Area.

(f) Unit 6. There are no designated parking stalls for Unit 6. All parking for said Unit is located within the appurtenant Yard Area as determined by the Owner of such Unit.

(g) Unit 7. Unit 7, when replaced with a Residential Dwelling Structure as provided herein, will have the exclusive use of that number of parking stalls located within the appurtenant Yard Area as determined by the Owner of such Unit. Until such time, parking for Unit 7 is permitted within the appurtenant Yard Area.

(h) Unit 8. Unit 8 has two (2) appurtenant regular open parking stalls as shown on the Condominium Map.

(i) Unit 9. Unit 9 has two (2) appurtenant regular open parking stalls as shown on the Condominium Map.

(j) Unit 10. There are no designated parking stalls for Unit 10. All parking for said Unit is located within the appurtenant Yard Area as determined by the Owner of such Unit.

(k) Unit 11. There are no designated parking stalls for Unit 11. All parking for said Unit is located within the appurtenant Yard Area as determined by the Owner of such Unit.

3.6 Measurements and Conflicts. Should the descriptions and divisions set forth in this Declaration conflict with the depictions and divisions shown on the Condominium Map, the Condominium Map shall control. The Condominium Map, however, is intended to show only the layout, location, Unit numbers and dimensions of the Units, the elevations of the Buildings, and the coordinates and horizontal boundaries of the spatial units. The Condominium Map is not intended and shall not be deemed to contain or make any other representation or warranty. The approximate net living floor areas set forth in this Declaration or on the Condominium Map are based on measurements taken from the interior surface of all perimeter walls.

#### 4. COMMON ELEMENTS.

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

4.1 The Land in fee simple described in Exhibit "A" attached hereto and made a part hereof;

4.2 All pipes, cables, wires, ducts, conduits, electrical equipment, or other utility or service lines, drainage ditches or appurtenant drainage structures and



retaining walls (if any), which are located outside the Units and which are utilized for or serve more than one Unit;

4.3 All pipes, cables, wires, ducts, conduits, electrical equipment, or other utility or service lines running through a Unit which are utilized by or serve more than one Unit;

4.4 Any and all other apparatus and 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; and

4.5 All portions of the Project other than the Units, and any other interests in real estate for the benefit of the Unit Owners that are subject to this Declaration.

5. LIMITED COMMON ELEMENTS.

5.1 Certain parts of the Common Elements, herein called the "Limited Common Elements", are hereby designated and set aside for the exclusive use of one or more but fewer than all of the Units, and each Unit shall have appurtenant thereto exclusive easements for the use of all such Limited Common Elements set aside and reserved for such Unit's exclusive use. Unless otherwise specified, all costs of every kind pertaining to each Limited Common Element, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne by the Unit to which it is appurtenant.

5.2 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 1 are as follows:

(a) The site on which Unit 1 is located, consisting of the land beneath and immediately adjacent to Unit 1 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 1. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 1 contains an area of 4,841 square feet.

5.3 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 2 are as follows:

(a) The site on which Unit 2 is located, consisting of the land beneath and immediately adjacent to Unit 2 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive

benefit of Unit 2. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 2 contains an area of 4,820 square feet.

5.4 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 3 are as follows:

(a) The site on which Unit 3 is located, consisting of the land beneath and immediately adjacent to Unit 3 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 3. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 3 contains an area of 3,997 square feet.

5.5 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 4 are as follows:

(a) The site on which Unit 4 is located, consisting of the land beneath and immediately adjacent to Unit 4 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 4. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 4 contains an area of 4,171 square feet.

5.6 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 5 are as follows:

(a) The site on which Unit 5 is located, consisting of the land beneath and immediately adjacent to Unit 5 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 5. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 5 contains an area of 4,099 square feet.

5.7 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 6 are as follows:

(a) The site on which Unit 6 is located, consisting of the land beneath and immediately adjacent to Unit 6 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 6. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 6 contains an area of 10,000 square feet.

5.8 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 7 are as follows:

(a) The site on which Unit 7 is located, consisting of the land beneath and immediately adjacent to Unit 7 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 7. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 7 contains an area of 8,408 square feet.

5.9 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 8 are as follows:

(a) The site on which Unit 8 is located, consisting of the land beneath and immediately adjacent to Unit 8 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 8. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 8 contains an area of 7,684 square feet.

5.10 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 9 are as follows:

(a) The site on which Unit 9 is located, consisting of the land beneath and immediately adjacent to Unit 9 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 9. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 9 contains an area of 10,333 square feet.

5.11 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 10 are as follows:

(a) The site on which Unit 10 is located, consisting of the land beneath and immediately adjacent to Unit 10 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 10. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 10 contains an area of 38,963 square feet.

5.12 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 11 are as follows:

(a) The site on which Unit 11 is located, consisting of the land beneath and immediately adjacent to Unit 11 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 11. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 11 contains an area of 100,531 square feet.

5.13 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 3, Unit 4, Unit 5 and Unit 6 are as follows:

(a) The driveway designated as Limited Common Element Driveway 1, and consisting of 2,767 square feet as shown on the Condominium Map;

5.14 The Limited Common Elements so set aside and reserved for the exclusive use of Unit 7, Unit 8, and Unit 11 are as follows:

(a) The driveway designated as Limited Common Element Driveway 2, and consisting of 6,845 square feet as shown on the Condominium Map;

5.15 Any other Common Element of the Project which is rationally related to fewer than all the Units shall be deemed a Limited Common Element appurtenant to and for the exclusive use of such Unit or Units to which it is rationally related.

6. PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS.

The percentage of undivided interest in the Common Elements, herein called the "Common Interest", is based on an approximate ratio of the Unit's Limited Common Element Yard Area to the total square footage of the Land, and the Common Interest appurtenant to each Unit in the Project is as follows:

|        |       |
|--------|-------|
| Unit 1 | 2.45% |
| Unit 2 | 2.44% |
| Unit 3 | 2.02% |
| Unit 4 | 2.11% |
| Unit 5 | 2.07% |
| Unit 6 | 5.05% |
| Unit 7 | 4.25% |



|         |               |
|---------|---------------|
| Unit 8  | 3.88%         |
| Unit 9  | 5.22%         |
| Unit 10 | 19.69%        |
| Unit 11 | <u>50.82%</u> |
| Total   | 100.00%       |

Each Unit shall have said percentage in all common profits of the Project and the same percentage for all other purposes, except as otherwise stated in this Declaration. No change or reallocation of the Common Interest appurtenant to any Unit may be made without the consent of the Unit Owners affected thereby and by holders of any first mortgage on each such Unit, if a consent is required by such mortgage.

7. EASEMENTS.

In addition to any easements designated as Limited Common Elements, the Units shall have or be subject to the following easements and rights:

7.1 Utilities. Each Unit shall have appurtenant thereto perpetual, nonexclusive easements over, under and across the Common Elements (including Limited Common Elements) designed for such purposes for ingress to, egress from, utility services for (including, but not limited to, telephone, electricity, water, sewer, cable TV, and internet) and for the support, maintenance and repair of such Unit; and in the other Common Elements for their use according to their respective purposes. In the event that any Limited Common Element pipes, ducts, cables, wires, conduits, or other utility lines servicing one Unit runs over, under, or across the Yard Area appurtenant to another Unit, and repairs are needed to such utility service lines within said Yard Area, the Owner of the Unit which utility service lines are being repaired shall: (a) cause a minimum of inconvenience and disturbance to the Owner of said Yard Area, and (b) repair any and all damage to said Yard Area caused by its entry and activities pursuant to this Section 7.1.

7.2 Encroachments. If any part of the Common Elements or a Unit now or hereafter encroaches upon another Unit or its appurtenant Limited Common Elements or upon any portion of the Common Elements, a valid easement for such encroachment and maintenance thereof, so long as it continues, does and shall exist. If any Building or other improvement shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or movement of any Building or other improvement, minor encroachments by any Common Element upon any Unit or Limited Common Element, or by any Unit upon any other Common Element or Limited Common Element due to such construction, shifting, settlement, or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall

exist. Notwithstanding the foregoing, no valid easement for encroachment shall be created in favor of the Owner of any Unit or in favor of any Owners of the Common Elements if such encroachment occurred due to the negligence or misconduct of said Owner or Owners.

In addition to the foregoing, for so long as the Developer retains any interest in a Unit in the Project, the Developer reserves the right to enter into agreements with owners of neighboring properties relating to encroachments along the boundaries of the Project; provided, however, that such agreements shall not materially interfere with the use nor materially impair the value of any Unit.

7.3 Pipes, Wires, etc. Each Unit Owner shall have an easement in common with the other Owners to use all pipes, wires, ducts, cables, conduits, utility lines, and other Common Elements located in another Unit, but serving his Unit. Each Unit shall be subject to an easement in favor of the Owner(s) of the other Unit(s) to use the pipes, ducts, cables, wires, conduits, utilities, and other Common Elements serving such other Unit and located in such Unit(s) if such use does not materially interfere with the use by the Owner of the Unit being served by such facilities.

7.4 Right to Enter Units. The Association shall have the right, to be exercised by its Board of Directors or the Managing Agent, if any, to enter each Unit (including its Limited Common Elements, if any), from time to time during reasonable hours as may be necessary for the operation of the Project and to effect repairs, improvements, replacements and maintenance, as deemed necessary by the Board, or at any time for making emergency repairs therein necessary to prevent damage to any Unit or Common Element.

7.5 Fences and Walls; Cross-Easements and Licenses.

(a) No Owner may install or maintain a fence, wall, or other improvement that obstructs or interferes with the use of an easement. If an Owner erects, installs, or permits any obstruction which interferes with the use of an easement, such Owner shall be obligated to remove such obstruction at its own expense and, if the Owner fails to remove such obstruction within a reasonable time, the Association may have such obstruction removed and assess such Owner for the cost thereof.

(b) All fences and walls, if any, that are or shall be located on the boundaries separating the Yard Areas appurtenant to two or more Units are Limited Common Elements appurtenant to those Units and are collectively referred to in this Section as "Shared Walls" or individually as the "Shared Wall". Each Owner has a cross-easement and license on and over that portion of the Yard Area appurtenant to the other Unit or Units on which a Shared Wall is located. Such cross-easement and license includes the right at reasonable times to enter upon the Yard Area(s) appurtenant to the other Unit(s) in order to perform upkeep, repair and maintenance of a Shared Wall. No Owner will obstruct, inhibit, prevent, or otherwise detract from the other Owner's use of a Shared Wall for boundary or support purposes. The Owners of Units to which such

Shared Walls are appurtenant will share equally in the cost of upkeep, repair and maintenance of a Shared Wall regardless of the extent of each Unit Owner's use of the Shared Wall; provided, however if one of the Owners, his tenants, guests or invitees, causes damage to a Shared Wall, such Owner shall pay for all of the costs to restore the Shared Wall to its condition prior to such damage and shall indemnify and hold harmless the other Owner(s) for any loss, liability, damage or expense which the other Owner may suffer or incur arising from such damage.

7.6 Reserved Right to Grant Easements. For so long as the Developer retains any interest in a Unit in the Project, the Developer reserves the right, without the consent or joinder of any of the other Unit Owners, to designate and grant (including the right to convey, transfer, cancel, relocate, and otherwise deal with a grant) easements for access, utilities, and any other purposes (including, but not limited to easements for utility lines and other transmission facilities and appurtenances for electricity, gas, water, sewer, drainage, telephone, cable TV, internet, and other services and utilities, and rights to enter for the purposes of installing, repairing, relocating, altering, and removing such lines and facilities and for trimming any trees in the way thereof), which are for the benefit of the Project or any Unit thereof or which do not materially interfere with the use nor materially impair the value of any Unit, over, across, under, and through the Common Elements (including Limited Common Elements).

The rights reserved to Developer in this Section 7.6 shall continue for so long as Developer owns an interest in any of the Units. Upon transfer of title to the last Unit in the Project to a party other than Developer, the rights reserved to Developer in this Section 7.6 shall terminate as to Developer and shall automatically vest in the Association.

7.7 Easement to Complete Development of Project. For so long as the Developer retains any interest in a Unit in the Project, the Developer, its agents, employees, consultants, contractors, licensees, successors, mortgagees and assigns, shall have an easement over, under and upon the Project as may be reasonably necessary or appropriate for the completion of construction of any Common Element improvements of the Project and the correction of defects thereto, including the completion of any development as more particularly set forth in Section 25 below; provided, however, that such construction and development activities shall not unreasonably interfere with the Owners' use of their Units and appurtenant Yard Areas.

7.8 Easement for Noise and Dust. For so long as the Developer retains any interest in a Unit in the Project, the Developer, its agents, employees, consultants, contractors, licensees, successors and assigns, shall have an easement over, under and upon the Project or any portion thereof, to create and cause noise, dust and other nuisances created by and resulting from any work connected with or incidental to the construction of any improvements in the Project and the sale of any Units therein.

7.9 Right to Conduct Sales Activities. For so long as the Developer retains any interest in a Unit in the Project, the Developer shall have the right to: (a)

conduct extensive sales activities on the Project for the sale of the Units therein, including without limitation, the use of model units, sales and management offices, and extensive sales displays and activities; (b) utilize any parking stalls appurtenant to unsold Units in the Project in connection with said sales activities; and (c) utilize the Common Elements for ingress and egress to such parking stalls and model units in connection with said sales activities. In the event that the Developer's mortgage lender or any successor to or assignee of the Developer's mortgage lender shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or by a deed or assignment in lieu of foreclosure, such mortgage lender, its successors and assigns, shall have the right to conduct extensive sales activities on the Project until all of the Units so acquired have been sold and closed, notwithstanding the foregoing. Developer or such other party exercising the right to conduct sales activities pursuant to this Section 7.9 shall promptly, after such activities cease, restore the area or areas of the Project utilized for the sales activities at such party's expense.

## 8. PARTITION.

The Common Elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by the Act. In the event that the Project is judicially ordered to be sold under Chapter 514B-47 of the Act, then notwithstanding the provisions of the Act, the net proceeds of sale, together with the net proceeds from any insurance on the Project shall be divided among the Unit Owners in proportion to the fair market values of each Unit, provided that no payment hereunder shall be made to a Unit Owner until there has first been paid off out of the Owner's share of such net proceeds all liens on the Owner's Unit. In the event the Unit Owners are unable to agree as to the fair market value of each of the Units, the value of each Unit shall be determined by arbitration under Section 10.4 of the By-Laws.

## 9. USE.

### 9.1 Principal Permitted Uses.

(a) Residential Units. Units 1, 2, 3, 4, 5, 7, 8, 9, and 10 (collectively, the "Residential Units") shall be occupied and used only for residential purposes (as defined under the LUO) by the respective Owners thereof, their tenants, families, domestic servants and social guests and for any other purposes permitted by the LUO then in effect. Except for Unit 10, the Residential Units shall be permitted to have a Residential Dwelling Structure. Unit 10 shall be permitted to have an Accessory Residential Structure if permitted by law.

(b) Agricultural Units. Units 6 and 11 (collectively, the "Agricultural Units") shall be occupied and used only for agricultural activities by the respective Owners thereof, their tenants, families (as that term is defined in the LUO), employees, and any others connected with such agricultural activities, and for any other purposes permitted by the LUO. The Agricultural Units are located in the State's agricultural district and each Agricultural Unit must comply with the agricultural uses



described in Chapter 205, Hawaii Revised Statutes, as the same may be amended. Unit 6 is not permitted to have a Farm Dwelling; provided, however, that Unit 6 is permitted to have an Accessory Farm Structure, to the extent permitted by law. Unit 11 is permitted to have one Farm Dwelling to the extent permitted by law.

9.2 Rentals. The Owner of a Unit shall have the absolute right to lease the same, provided that such lease is in writing and for a term of not less than thirty (30) days, and is expressly made subject to the covenants and restrictions contained in this Declaration, the By-Laws, the House Rules, if any, and applicable laws.

9.3 Care and Disturbance. No Owner will suffer anything to be done or kept in a Unit or elsewhere in the Project which will interfere with or unreasonably disturb the rights of the other Unit Owners.

9.4 Use of Common Elements. The Common Elements shall be used only for the purposes for which they are designed and intended.

#### 10. ASSOCIATION OF UNIT OWNERS.

Administration of the Project shall be vested in its Association, consisting of all Unit Owners in accordance with the By-Laws recorded herewith and incorporated herein by reference, as such may be amended from time to time. The Owner of any Unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Association shall automatically cease.

#### 11. ADMINISTRATION OF THE PROJECT.

Operation of the Project and maintenance, repair, replacement, and restoration of the Common Elements, and any additions and alterations thereto, shall be in accordance with the provisions of the Act, this Declaration, the By-Laws, and the House Rules, if any, and the deed conveying to each Owner his or her interest in his or her Unit. The Owner of each Unit shall be solely responsible for the maintenance, repair, replacement and restoration of his or her Unit and any appurtenant Limited Common Elements, except as otherwise provided herein. The Association shall be responsible for the maintenance, repair, replacement, and restoration all Common Elements of the Project.

#### 12. CONSENT OR APPROVAL.

Whenever the consent or approval of a Unit Owner is required by law, this Declaration, or the By-Laws with respect to any act of the Association, another Unit Owner, or the Developer, such consent or approval shall not be arbitrarily, capriciously, or unreasonably withheld or delayed.

13. COMPLIANCE WITH DECLARATION AND BY-LAWS.

All Unit 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, any House Rules, and all agreements, decisions and determinations of the Association lawfully made or amended from time to time; and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association or by one or more Unit Owners.

14. ALTERATION AND TRANSFER OF INTERESTS.

Except as otherwise provided in this Declaration, the undivided percentage interest in the Common Elements, the Limited Common Elements, and the easements appurtenant to each Unit: (a) shall have a permanent character; (b) shall not be altered without the written consent of all Unit Owners affected thereby, which consent shall be in the form of an amendment to this Declaration duly recorded; (c) shall not be separated from the Unit to which such Common Interest, Limited Common Elements, or easements appertain; and (d) shall be deemed to be conveyed, leased or encumbered with such Unit even though such Common Interest, Limited Common Elements, or easements are not expressly mentioned or described in the conveyance or other instrument.

15. COMMON AND LIMITED COMMON COSTS AND EXPENSES.

15.1 All charges, costs, expenses, assessments, and taxes whatsoever incurred by the Association for or in connection with the administration and operation of the Project, including without limitation, for the maintenance, repair, replacement, and restoration of the Common Elements (including without limitation, all common utilities), any additions and alterations thereto, all liability whatsoever for loss or damage arising out of or in connection with the Common Elements, or any accident or fire in the Common Elements or any nuisance thereon, and all premiums for hazard and liability insurance with respect to the Project (if any), shall constitute common expenses of the Project for which the Unit Owners shall be severally liable in accordance with their respective Common Interest; provided, however, (a) to the extent that the cost of such premiums can be separately assessed to each Unit, the premiums for commercial property insurance (if obtained by the Association) shall be allocated to each Unit according to the full replacement cost of such Unit; (b) any costs and expenses incurred by the Association in connection with a Limited Common Element ("limited common expenses") shall be charged to the Owner of the Unit to which the Limited Common Element is appurtenant; and (c) all common utility costs if separately submetered shall be charged to each Unit according to allocation made by such submeters.

15.2 In the event that a Unit Owner makes disproportionate use of any common utilities, then any other Unit Owner may request that the cost sharing for the common utilities be revised so that it be proportionate to the use by each Owner. In the

event the Owners fail to agree on a revised method of cost sharing, an Owner may refer the issue to arbitration under Section 10.4 of the By-Laws.

15.3 The Board shall from time to time assess: (a) the common expenses against all the Units in the respective proportionate shares, and (b) the limited common expenses against the Unit or Units to which the Limited Common Elements are appurtenant. The unpaid amount of any such assessments against a Unit shall constitute a lien against such Unit which may be foreclosed by the Board as provided by the Act and the By-Laws.

15.4 Any expense which cannot be separately identified or attributed to a specific Unit or its appurtenant Limited Common Element shall be charged as a common expense.

## 16. INSURANCE.

16.1 Fire and Extended Coverage Insurance. Subject to the requirements of the Act, each Unit Owner, at his or her own expense, shall at all times keep the Owner's Unit, and all improvements on or within the Yard Area, and all other Common Elements, insured by a separate policy against loss or damage by fire with extended coverage from an insurance company or companies authorized to do business in Hawaii in an amount not less than the full insurable replacement cost thereof, less deductibles, but including coverage for the increased costs of construction due to building code requirements at the time the insurance is purchased and at each renewal date. The policy shall name the Association as an additional insured.

If the Project is located in a special flood hazard area as delineated on flood maps issued by the Federal Emergency Management Agency, then each Unit Owner shall also maintain flood insurance covering its Unit and appurtenant Limited Common Elements and Common Elements. The flood insurance policy shall comply with the requirements of the National Flood Insurance Program and the Federal Insurance Administration.

In every case of such loss or damage to any Unit, subject to Section 17 of this Declaration, all proceeds of such separate insurance shall be used as soon as reasonably possible by the respective Unit Owner for rebuilding, repairing or otherwise reinstating the Unit 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 hereinafter provided, and the Unit Owner at his or her own expense shall make up any deficiency in his or her respective separate insurance proceeds.

16.2 Liability Insurance. Each Unit Owner, at his or her own expense, shall procure and maintain comprehensive general liability insurance for personal injury and property damage arising out of his or her respective Unit, Yard Area, and any other Limited Common Elements appurtenant to the Unit, and such insurance policy shall name the Association as an additional insured.

In addition to the foregoing, if the first mortgagee of any of the Units requires that comprehensive general liability insurance for any Common Elements of the Project be carried by the Association, the Association shall procure and maintain comprehensive general liability insurance covering all the Unit Owners with respect to claims for personal injury, death and property damage in connection with the operation, maintenance or use of such Common Elements, in such amount(s) deemed sufficient in the judgment of the Board, and the premiums on such policy or policies shall be borne by the Owners of the Units in proportion to their undivided interests in the Common Elements.

**17. DAMAGE, DESTRUCTION OR CONDEMNATION OF ONE UNIT OR THE LIMITED COMMON ELEMENTS APPURTENANT THERETO.**

**17.1 Damage and Destruction.** If a Unit or the Limited Common Elements appurtenant thereto shall be damaged or destroyed, the determination of whether or not to reconstruct or repair the same shall be made as follows:

(a) The Unit which shall be so damaged or destroyed shall be reconstructed or repaired by the Owner of such Unit unless the Owner, with the approval of the holder of any mortgage affecting the Unit, decides within sixty (60) days after the insurance loss has been finally adjudicated against such reconstruction or repair, or if this Declaration is terminated by the vote of Owners of Units to which are appurtenant at least eighty percent (80%) of the Common Interest pursuant to the provisions of Section 514B-47 of the Act, and the holders of all liens affecting any of such Units consent thereto.

(b) Such reconstruction or repair shall be made promptly and diligently by the Owner of the Unit affected provided that said Owner will be provided a reasonable period for adjusting any insurance loss, preparations of building plans, hiring of contractors, architects, and other professionals and arranging of financing, and provided further that all such reconstruction and repair shall be made in accordance with the conditions and standards set forth in Section 19.1 of the Declaration.

(c) If the Owner of a damaged or destroyed Unit elects not to repair or reconstruct the Unit in accordance with the provisions of this Declaration, the Owner shall be responsible at his or her own cost and expense to remove all remains of the Unit so damaged or destroyed and to restore the site thereof to good orderly condition and even grade.

(d) Any insurance proceeds payable with respect to the Unit damaged or destroyed shall be paid to the Owner of such Unit and the holder of any mortgage affecting the Unit, as their interests may appear.

**17.2 Condemnation of Unit or Limited Common Elements.** If a Unit or the Limited Common Elements appurtenant thereto are taken under the power of eminent domain or sold under threat of that power, all compensation and damages payable or to



be paid by reason of such taking shall be payable to and be the sole property of the Owner of such Unit.

## 18. DAMAGE, DESTRUCTION OR CONDEMNATION OF COMMON ELEMENTS.

18.1 Damage or Destruction of Common Elements. If any Common Elements (other than a Unit's appurtenant Limited Common Elements) thereon shall be damaged or destroyed, the following provisions shall apply:

(a) The Association shall promptly reconstruct and repair such improvements or what remains thereof unless the Declaration is terminated by the vote of Owners of Units to which are appurtenant at least eighty percent (80%) of the Common Interest pursuant to the provisions of Section 514B-47 of the Act, and the holders of all liens affecting any of such Units consent thereto.

(b) Restoration of the Common Elements shall be completed diligently by the Association as a common expense.

(c) Unless restoration of the Common Elements is undertaken within a reasonable time after such casualty, the Association, as a common expense, shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade.

(d) Any insurance proceeds or condemnation proceeds payable with respect to the Common Elements (other than appurtenant Limited Common Elements) and not utilized for rebuilding and restoration shall be paid or credited to the Unit Owners in proportion to the Common Interest appurtenant to their respective Units.

18.2 Condemnation of Common Elements. If the Common Elements or portion thereof (other Limited Common Elements) are taken under the power of eminent domain or sold under threat of that power, all compensation and damages payable or to be paid by reason of such taking shall be payable to and be divided among the Unit Owners in proportion to the Common Interest appurtenant to their respective Units.

## 19. ALTERATION OF PROJECT.

19.1 Changes to Units. Notwithstanding anything to the contrary contained in this Declaration, a Unit Owner, with the consent by the holder of any mortgage affecting the Owner's Unit (if required by such mortgage), shall have the right at his sole option at any time, and from time to time, without the consent of any other person, to improve, renovate, remodel, make additions to, enlarge, remove, replace or restore the improvements to or in his or her Unit or portions thereof or to make or build improvements upon the Yard Area appurtenant to the Unit (collectively, the foregoing are referred to "changes") subject to the following conditions:

(a) The Residential Units, defined in Section 9.1(a) above, shall be subject to the following improvement requirements:

(1) Except for Unit 10, the Residential Units may be improved with a Residential Dwelling Structure.

(2) If permitted by law, Unit 10 may be improved with an Accessory Residential Structure.

(3) A portion of the Yard Area for Unit 7 is located on land zoned for agricultural use. Any improvement made to Unit 7 must be located within the portion of the Yard Area zoned for residential use only. No improvement is allowed on the agriculturally zoned portion of Unit 7's Yard Area.

(b) The Agricultural Units, defined in Section 9.1(b) above, shall be subject to the following improvement requirements:

(1) Unit 6 is not permitted to have a Farm Dwelling; provided, however, that Unit 6 may be improved with an Accessory Farm Structure if such improvement is permitted by law.

(2) A portion of the Yard Area for Unit 11 is located on land zoned for residential use. Unit 11 may be improved with one Farm Dwelling and any Accessory Farm Structures as permitted by law. Any improvement made to Unit 11 must be located on the portion of the Yard Area zoned for agricultural use only. No improvement to Unit 11 is allowed on the residentially zoned portion of Unit 11's Yard Area.

(3) If a Farm Dwelling is permitted within the Yard Area of a particular Unit in the Project, no other dwelling shall be permitted unless otherwise permitted under the LUO.

(4) As a condition for the issuance of a building permit for a Farm Dwelling, Unit Owners may be required to submit an agricultural or farm plan to the DPP indicating the feasibility of agricultural use for the Unit.

(c) All changes shall conform with all applicable City and County building, zoning laws and ordinances and applicable State law, in effect at the time of such change. All changes shall also conform with any special permits, studies, or requirements that may be imposed by any governmental agencies, including, but not limited to, Shoreline Management Area permits and Archaeological Inventory Surveys. No changes shall be made unless all applicable permits (including, but not limited to, building, grading, demolition, and any other permits that may be required by law) have been applied for, and approved and issued by DPP or any other applicable government agencies. Each Unit Owner hereby acknowledges and agrees that there may be future changes to State and County laws, including but not limited to zoning and building code

requirements. As a result of such changes to the laws, what may be allowed for a particular Unit today, may not be allowed for another Unit in the future.

(d) All changes to a Unit must be made within the Yard Area that is appurtenant to the Unit.

(e) No change to a Unit will be made if the effect of such change would be to exceed the Unit's proportionate share of the allowable floor area or building area coverage for the Land, or number of dwelling units, as defined by the LUO in effect when the change is to be made; provided, however, that: (1) each Residential Unit that is permitted to have a Residential Dwelling Structure as set forth in Section 19.1(a) above, shall be permitted to have only one dwelling unit as defined under the LUO, and (2) each Agricultural Unit that is permitted to have a Farm Dwelling as set forth in Section 19.1(b) above, shall be permitted to have only one dwelling unit as defined under the LUO, and such dwelling unit shall at all times comply with the requirements set forth in the LUO and Chapter 205, Hawaii Revised Statutes, as relating to Farm Dwellings and agricultural activities and uses. The "proportionate share" for each Unit shall be the same as its Common Interest in the Land.

(f) All such changes shall be at the expense of the Owner making the change and shall be expeditiously made and in a manner that will not unreasonably interfere with the other Owners' use of their respective Unit or its appurtenant Yard Area.

(g) The Owner of the changed Unit shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Unit affected by such change for electricity, sewer, and other utilities and services and when applicable, to add, delete, relocate, realign, designate, and grant easement and rights-of-way over, under, and on the Common Elements (including the Limited Common Elements) as necessary or desirable in connection therewith; provided that the same shall not cause any unreasonable interruption in the service of such utilities to any other part of the Project or otherwise materially interfere with their use by the other Owners. Each Owner, by accepting an interest in a Unit, shall be deemed to have given a power of attorney to the Owner of any changed Unit to enter into any agreement or to grant any easement and/or right-of-way solely for the purposes set forth in this Section 19.1(g), so that each Owner shall hereafter have a power of attorney from the other Owners to execute such agreements, easements, and/or rights-of-way. This power of attorney shall be deemed coupled with each Owner's interest in his Unit (including its appurtenant Common Interest) and shall be irrevocable. A copy of any agreement and/or easement duly executed pursuant to the power of attorney granted herein shall be promptly delivered to the Association or the Owner(s) of the Units so affected thereby.

(h) If the consent to the change or joinder of another Owner is required by the Act, then each Owner hereby consents in advance to such change.

(i) Each and every conveyance, lease and mortgage or other lien made or created on any Unit and all Common Interests and other appurtenances thereto shall be subject to the provisions of this Section 19.1 and any lease of a Yard Area shall reserve to each Owner the rights set forth in this Section 19.1.

(j) This Declaration is being imposed on the Land before completion of the contemplated construction of: (1) a Residential Dwelling Structure within the respective Yard Areas of Units 4, 5, and 7; (2) an Accessory Residential Structure to the extent permitted by law within the Yard Area of Unit 10; (3) an Accessory Farm Structure to the extent permitted by law within the Yard Area of Unit 6; and (4) a Farm Dwelling and any Accessory Farm Structures to the extent permitted by law within the Yard Area of Unit 11. Consequently, the Owners of Units 1, 2, 3, 8, and 9, and any other Owner who completes the construction of a Residential Dwelling Structure, an Accessory Residential Structure, a Farm Dwelling, or an Accessory Farm Structure (collectively referred to in this Section 19.1 as a "replacement structure"), as the case may be (collectively, the "Non-Building Owner") shall cooperate with the Owners of Units 4, 5, 6, 7, 10, and 11 (including any Units subdivided from Unit 10 and Unit 11 in accordance with Section 25 below) (collectively, the "Building Owner") with respect to the Building Owner's construction of such replacement structure, obtaining building, utility and other governmental permits, and obtaining utility services into his or her Yard Area which may be necessary or desirable for the replacement structure to be built by the Building Owner. Notwithstanding the foregoing, the Non-Building Owner shall not be required to incur any cost or expenses hereunder without being reimbursed by the Building Owner. All costs incurred in the construction of a replacement structure (or making of any change) shall be borne by the Building Owner, who shall indemnify and hold the Non-Building Owners harmless from any loss, liability, damage or expense incurred or suffered by the Non-Building Owners on account of the construction of such replacement structure or the making of such change by the Building Owner, or obtaining such utility services.

(k) A Building Owner constructing a replacement structure or making a change to the Building Owner's Unit must comply with the rules and regulations set forth in Hawaii Administrative Rules, Title 11, Chapter 62, and any other rules and regulations governing individual wastewater systems (collectively, the "Wastewater Rules"). Section 19.3 below sets forth additional requirements regarding individual wastewater systems. As used herein, the term "individual wastewater system" or ("IWS") shall mean any private wastewater disposal or treatment and disposal system (including, without limitation, septic tanks and injection fields ("septic systems") or cesspools) now or hereafter located on or under a Yard Area and utilized by one or more Units.

**19.2 Changes to Other Than Units.** Except as set forth in Section 19.1 and Section 25, changes to the Project or any building thereof or construction of any additional building or structural alteration or addition to any building, different in any material respect from the Condominium Map of the Project, shall be undertaken by the Association only pursuant to an amendment of this Declaration, duly executed by or pursuant to the affirmative vote or written consent of Owners of Units to which are appurtenant at least sixty-seven percent (67%) of the Common Interests, 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 file such amendment in the Recording Office, together with a complete set of the floor plans of the Project as so altered, certified as built by a licensed architect, engineer, or surveyor.

### 19.3 Individual Wastewater Systems.

(a) Project Not Served By Municipal Sewer System. The Project is currently not serviced by the municipal sewer system. Instead, Units 1, 2, 3, 8, and 9 are each currently serviced by an IWS in the form of an existing cesspool. Furthermore, it is contemplated that the residences or other structures for the other Units in the Project, to be constructed in accordance with Section 19.1 above, shall be serviced by IWSs in the form of individual septic systems. All IWSs in the Project shall be installed, operated, and maintained in accordance with the Wastewater Rules, and shall be considered Limited Common Elements appurtenant to the Unit or Units being serviced by a particular IWS.

(b) Allocation of IWSs. Under the Wastewater Rules, there are restrictions on the number of IWSs allowed on a single lot, and the number of bedrooms in a dwelling serviced by an IWS. Accordingly, to comply with these restrictions, the IWSs for the Project shall be allocated as follows:

(1) Units 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 shall each be allocated and serviced by one (1) IWS.

(2) Unit 11 shall be allocated the remaining number of IWSs permitted under the Wastewater Rules. In connection with subdividing Unit 11 in accordance with Section 25 below, the Developer shall have the reserved right, in its sole and absolute discretion, to allocate the service of the remaining permitted IWSs between the buildings to be constructed within the Yard Areas appurtenant to the subdivided Unit 11 Units. The allocation of IWSs between the subdivided Unit 11 Units shall be set forth in the amendment to the Declaration and Condominium Map more particularly described in Section 25 below.

The IWSs for Units 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, shall be located within such Units' respective appurtenant Yard Areas. With respect to the IWSs for the subdivided Unit 11 Units, some of those IWS may be shared by two subdivided Unit 11 Units, and the IWS serving two subdivided Unit 11 Units may be installed within the Yard Area appurtenant to one subdivided Unit 11 Unit or the Yard Area appurtenant to the other subdivided Unit 11 Unit or partially within both Yard Areas, whichever way is the most feasible as determined by an appropriately licensed professional. Furthermore, if so required, the number of bedrooms allocated to each such subdivided Unit 11 Unit shall be set forth in the Developer's amendment to the Declaration and Condominium Map described in Section 25 below.

(c) Costs and Expenses Associated with IWSs. In accordance with Section 15.1 above, all costs and expenses associated with an IWS shall be charged to the Owner of the Unit to which the Limited Common Element is appurtenant. In the event that two (2) Units share an IWS, all expenses associated with the installation, operation, and maintenance of said IWS shall be charged to both Unit Owners as a limited common expense.

## 20. AMENDMENT OF DECLARATION.

20.1 Amendments Generally. Except as otherwise expressly provided herein or in the Act, this Declaration and the Condominium Map may be amended by the affirmative vote or written consent of Owners of Units to which are appurtenant at least sixty-seven percent (67%) of the Common Interests, evidenced by an instrument setting forth such amendment duly executed by the authorized officers of the Association, which amendment shall be effective upon recordation in the Recording Office; provided, however, that notwithstanding the foregoing provision, at any time prior to the first recording of a conveyance or transfer (other than for security) of a Unit to a party not a signatory hereto, the Developer may amend this Declaration (including all exhibits), the Condominium Map, and the By-Laws in any manner, without the consent or joinder of any other party. Notwithstanding the lease, sale or conveyance of any of the Units, the Developer may amend this Declaration (and when applicable, any exhibits to this Declaration and the Condominium Map) to file the "as-built" verified statement required by Section 514B-34 of the Act (a) so long as such statement is merely a verified statement of a licensed architect, engineer, or surveyor certifying that the final plans thereto filed fully and accurately depict the layout, location, Unit numbers, and the dimensions of the Units as built, or (b) so long as the plans filed therewith involve only minor changes to the layout, location, or dimensions of the Units as built or any change in the Unit number. Except as otherwise provided herein, no amendment of this Declaration effecting any of the Limited Common Elements shall be effective without the consent of the Owner or Owners of the Unit or Units to which the Limited Common Elements are appurtenant. While the Developer owns any interest in any Unit in the Project, no amendment which would affect any of the Developer's rights reserved contained in this Declaration shall be valid unless consented to by the Developer in writing and included in said amendment.

20.2 Amendments of Project Documents by Developer. Any other provision of this Declaration notwithstanding, for so long as the Developer retains any interest in a Unit in the Project, the Developer shall have the right (but not the obligation) to amend this Declaration and the By-Laws (and the Condominium Map, if appropriate) without the consent or joinder of any Unit Owner, lienholder, or other person or entity, for the purpose of: (a) correcting typographical errors, mathematical errors in the calculation of Common Interests, and/or mistakes; (b) reflecting alterations to the Project undertaken by the Developer pursuant to the terms and provisions of the Declaration and/or the By-Laws; or (c) meeting any requirement imposed by (i) any applicable law, (ii) the Real Estate Commission of the State of Hawaii, (iii) any title insurance company issuing a title insurance policy on the Project or any of the Units, (iv) any institutional lender lending funds on the security of the Project or any of the Units, or (v) any other governmental or

quasi-governmental agency including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development, or the Veterans Administration; provided, however, that no amendment which would change the Common Interest appurtenant to a Unit or substantially change the design, location, or size of a Unit shall be made without the consent of all persons having an interest in such Unit. Each and every party acquiring an interest in the Project, by such acquisition, whether by voluntary conveyance, operation of law, or through a judicial or non-judicial foreclosure process, by virtue of such acquisition consents to the amendments described in this Section 20.2 and in Section 25 and agrees to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same, and by notice herein and acceptance of an interest in any Unit in the Project, acknowledges, accepts and appoints the Developer and its assigns as his or her attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the duration of such reserved rights, and shall not be affected by the disability of such party or parties or the omission of any instrument of conveyance or method in which any interest is acquired in the Project to specifically include said power.

20.3 Mortgagee Approval. Notwithstanding any provision of this Declaration to the contrary, any amendment affecting a provision of this Declaration which is for the express benefit of Eligible Mortgage Holders (as defined below) shall require the approval of Eligible Mortgage Holders on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Mortgage Holders are allocated, together with such other approvals as may be required in this Declaration. Furthermore, any amendment which would allow any action to terminate the Condominium Property Regime created by this Declaration for reasons other than substantial destruction or condemnation shall require the approval of Eligible Mortgage Holders on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Mortgage Holders are allocated, together with such other approvals as may be required in this Declaration. An Eligible Mortgage Holder shall be deemed to have approved a proposed amendment to this Declaration if said Eligible Mortgage Holder fails to submit a response to the written proposal for an amendment within sixty (60) days after it receives written notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. To qualify as an "Eligible Mortgage Holder", a holder, insurer or guarantor of a first mortgage on a Unit in the Project must have made a written request to the Association for timely written notice of proposed amendments to the condominium documents.

20.4 Amendments for Changes to Units. Notwithstanding the foregoing, an Owner shall have the right without the consent or joinder of any other person to amend this Declaration and the Condominium Map to reflect the changes made to his or her Unit in accordance with Section 19.1 of this Declaration. Promptly upon completion of such changes, the Unit Owner shall duly record with the Recording Office an amendment to this Declaration and to the Condominium Map, together with a complete set of the floor plans of the Project as so altered, certified as built by a licensed architect, engineer, or

surveyor. All existing Unit Owners and all future Unit Owners and their mortgagees, by accepting an interest in a Unit, shall be deemed to have given each Unit Owner a Power of Attorney to execute an amendment to the Declaration solely for the purpose of describing the changes to his or her respective Unit on the Declaration so that each Unit Owner shall hereafter have a Power of Attorney from all the other Unit Owners to execute such Amendment to the Declaration. This Power of Attorney shall be deemed coupled with each Owner's interest in his or her Unit (including its appurtenant Common Interest) and shall be irrevocable.

21. INVALIDITY.

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

22. SERVICE OF PROCESS. The person hereby authorized to receive service of legal process in all cases provided in the Act shall be the Developer (whose address appears on page 5 of this Declaration) so long as the Developer remains an Owner of a Unit in the Project, or any of the principal officers of the Association.

23. BINDING EFFECT AND COUNTERPARTS.

23.1 All of the covenants, agreements, and conditions herein contained shall extend to and be binding upon the successors, personal representatives, and assigns of the respective parties hereto.

23.2 The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

24. CONFORMITY OF PROJECT.

24.1 The Developer states that the Project, which contains "existing structures" (as referred to in Section 514B-32(a)(13) of the Act), is in compliance with all zoning and building ordinances and codes, and all other permitting requirements referred to in Section 514B-5 of the Act, applicable to the Project.

24.2 The Developer states that no variance has been granted from any ordinance or code to achieve the above referenced compliance.



25. RESERVED RIGHTS OF DEVELOPER REGARDING UNITS 10 AND 11.

25.1. General. Notwithstanding any provision to the contrary contained in this Declaration or the By-Laws, for as long as the Developer is the owner of either Unit 10 or Unit 11, or both, or any portion therein as set forth in this Section 25, the Developer shall have the right to subdivide Unit 10 and Unit 11 as more particularly described in this Section 25, and shall also have the right to subsequently consolidate any such new subdivided Unit 10 or Unit 11 Units still owned by the Developer as more particularly described in this Section 25, and to amend the Declaration and Condominium Map, without the approval, consent or joinder of, or notice to, any person or group of persons, including the Association, any other Unit Owners or their mortgagees, lienholders, or any other person who may have an interest in the Project, as provided in Section 20.4 of this Declaration, to reflect a subdivision or subsequent consolidation in accordance with this Section 25. As used in this Declaration, the terms "subdivide" or "consolidate" do not refer to the subdivision and consolidation processes under the Subdivision Ordinance of the City and County of Honolulu. Instead, these terms merely refer to dividing an existing Unit into two or more new Units, or to combining two or more Units into one or more larger Units pursuant to the Act and not the Subdivision Ordinance of the City and County of Honolulu.

25.2 Subdivision of Units 10 and 11. For as long as the Developer is the owner of either Unit 10 or Unit 11, or both, the Developer shall have the right to the extent permitted by law to: (a) subdivide Unit 10 and/or Unit 11 (and the respective Yard Areas appurtenant thereto), as the case may be, at any time to create two (2) or more new Unit 10 Units and/or Unit 11 Units (with appurtenant Yard Areas); (b) construct improvements thereon to the extent permitted by law; and (c) allocate such permitted improvements between the newly created Unit 10 Units and/or Unit 11 Units (as the case may be) in the Developer's sole discretion. In the event that either or both of Unit 10 and Unit 11 is subdivided into two more new Unit 10 Units and/or Unit 11 Units, the Common Interest assigned to Unit 10 and/or Unit 11 shall be allocated among the newly created Unit 10 Units and/or Unit 11 Units (as the case may be); provided, however, that the total Common Interest appurtenant to the newly created Units shall equal the Common Interest appurtenant to the original Unit 10 and/or Unit 11.

25.3 Consolidation of Subdivided Unit 10 and Unit 11 Units. In the event that the Developer should subdivide either Unit 10 or Unit 11, or both, into two or more new Unit 10 Units and/or Unit 11 Units as herein provided, the Developer shall have the right to later consolidate any such new Units still owned by the Developer, and to alter or remove all or portions of any boundaries separating the Yard Areas appurtenant to those Units. In the event that any subdivided Units created from either Unit 10 or Unit 11, or both, are later consolidated, the Common Interest appurtenant to the newly consolidated Unit shall equal the total Common Interest appurtenant to the Units so consolidated.

25.4 Utilities. In connection with any subdivision or consolidation of Unit(s) as herein provided, the Developer shall have the right, without the consent or joinder of any of the other Unit Owners, to utilize, relocate and realign existing, and/or to

develop additional, appurtenant installations for services to the newly created Units for electricity, water, drainage, telephone, cable TV, internet, and other applicable utilities, purposes, and services; and, when applicable, to designate and grant (including the right to convey, transfer, cancel, relocate, and otherwise deal with a grant) easements for utility lines and other transmission facilities and appurtenances for electricity, water, drainage, telephone, cable TV, internet, and other utilities, purposes, and services (and rights to enter for the purposes of installing, repairing, relocating, altering, and removing such lines and facilities and for trimming any trees in the way thereof), which are for the benefit of the Project or any Unit thereof or which do not materially interfere with the use nor materially impair the value of any Unit, over, across, under, and through the Common Elements (including Limited Common Elements).

25.5. Reserved Right to Reconfigure and Reassign Limited Common Element Driveway 2.

(a) Notwithstanding anything provided to the contrary, and except as otherwise provided by law, in the event that the Developer exercises the Developer's right to subdivide Unit 11 and/or consolidate any new Unit 11 Units, the Developer shall have the right, without obtaining the approval of any party with an interest in the Project, including the Owners of Units 7 and 8, and any other Owner and/or mortgagee, to reconfigure, realign, reshape or extend the Limited Common Element Driveway 2, or any portion thereof, to provide access to the Unit 11 Units. In such event, Developer shall have the right, without obtaining the approval of any party with an interest in the Project, including any other Owners and/or mortgagee, to alter the physical aspects of the Limited Common Element Driveway 2 at Developer's expense and to complete any alterations within a reasonable period of time after the commencement thereof, subject to delays beyond the control of the Developer or its contractors, whether caused by strikes, the unavailability of construction materials or otherwise, in which case any such alterations shall be completed in such additional time as may be reasonably necessary in the exercise of due diligence.

(b) Developer shall have the reserved right, for so long as the Developer owns an interest in Unit 11 or any of the Unit 11 Units, to amend this Declaration to designate all of a portion of Limited Common Element Driveway 2 as appurtenant to any or all of the Unit 11 Units, and to execute, record and deliver any amendments to this Declaration and the Condominium Map as may be necessary or required to effect the same.

25.6 Amendment of Declaration and Condominium Map. The Developer shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit in the Project and without being required to obtain the consent or joinder of or provide notice to any Unit Owner, lien holder, or other persons, to: (a) amend this Declaration and the Condominium Map; (b) execute and record such other documents or instruments; and (c) take such other actions, necessary to reflect a subdivision of Unit 10 and/or Unit 11 or subsequent consolidation of subdivided Unit 10 Units and/or Unit 11 Units in accordance with this Section 25. All existing Unit Owners and all future Unit Owners and their

mortgagees, by accepting an interest in a Unit, shall be deemed to have given the Developer a Power of Attorney to execute an amendment to the Declaration and/or the Condominium Map, to execute such other documents and instruments, and to take such other actions, necessary or appropriate for the purpose of carrying out the provisions or exercising the rights reserved to the Developer under this Section 25.

25.7 Assignment of Developer's Reserved Rights. Notwithstanding anything stated herein to the contrary, the rights reserved to the Developer in this Declaration shall be fully assignable by the Developer in whole or in part, and every Owner of a Unit in the Project and all holders of liens affecting any of the Units and each and every other party acquiring an interest in the Project, in the Land, or any part thereof, by acquiring such Unit, lien or other interest, consents to any such assignment by Developer, and, to the extent designated by the Developer, agrees to recognize any such assignee as the "Developer" under this Declaration.


25.8 Consent to Developer's Reserved Rights; Appointment of Developer and Association as Attorney-in-Fact. Each and every party acquiring an interest in the Project, by such acquisition, consents to all of the rights reserved unto Developer as set forth in this Declaration; and to the recording of any and all documents necessary to effect the same in the Recording Office; agrees to execute, deliver and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Developer and its assigns his attorney-in-fact with full power of substitution to execute, deliver and record such documents and instruments and to do such things on his behalf, and to receive or send any legal notices required by law, and to receive service of process (legal papers) as to legal proceedings in the Recording Office, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties; which grant of such power shall be binding upon any assign of, or successor-in-interest to, any such party and shall be deemed to be automatically granted anew by any assign or successor-in-interest upon any transfer of any Unit or any interest therein, whether by deed, mortgage, or any other instrument of conveyance. Without limitation to the generality of the rights reserved unto Developer hereunder, Developer reserves the right to execute, deliver and record any amendment to this Declaration or to the Condominium Map, By-Laws and/or House Rules, any easement instrument, any deed, any Unit Deed or amendment to a Unit Deed, assignment of rights or interest, or such other document or instrument that may be necessary or appropriate to permit Developer to exercise its rights pursuant to the provisions of this Declaration.

(The remainder of this page has intentionally been left blank)

IN WITNESS WHEREOF, the Developer has executed these presents the day and year first above written.

KAHENA WAI ESTATES, LLC, a Hawaii limited liability company

By: ROI COMPANIES, LLC, a Wyoming limited liability company, its Manager

By:   
\_\_\_\_\_  
J. Kahealani Kamauu,  
its Manager

By: HEW-LEN REALTY, LLC, a Hawaii limited liability company, its Manager

By: \_\_\_\_\_  
Charles Hew-Len,  
its Authorized Member

“Developer”



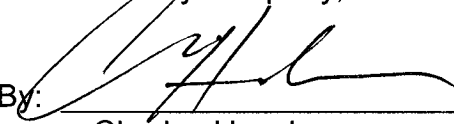
IN WITNESS WHEREOF, the Developer has executed these presents the day and year first above written.

KAHENA WAI ESTATES, LLC, a Hawaii limited liability company

By: ROI COMPANIES, LLC, a Wyoming limited liability company, its Manager

By: \_\_\_\_\_  
J. Kahealani Kamauu,  
its Manager

By: HEW-LEN REALTY, LLC, a Hawaii limited liability company, its Manager

By:   
\_\_\_\_\_  
Charles Hew-Len,  
its Authorized Member

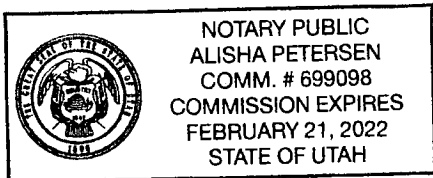
“Developer”

STATE OF ~~HAWAII~~ Utah )  
 ) SS.  
CITY and COUNTY OF ~~HONOLULU~~  
Salt Lake )

On this 11<sup>th</sup> day of June, 2018, before me personally appeared J. KAHEALANI KAMAUU, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Alisha Petersen  
Print  
Name: Alisha Petersen  
Notary Public, State of ~~Hawaii~~ Utah  
First Circuit

My commission expires: 02/21/2022



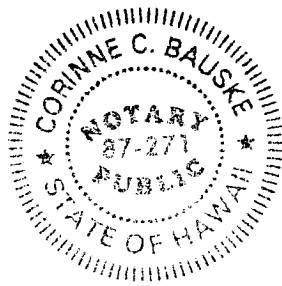
Document Date: 06/11/2018  
Number of Pages: 43  
Document Description: \_\_\_\_\_  
DECLARATION OF CONDOMINIUM  
PROPERTY REGIME OF  
KAHENA WAI ESTATES

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

On this 13<sup>th</sup> day of June, 2018, before me personally appeared CHARLES HEWLEN, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

*Corinne C. Bauske*

Print Name: Corinne C. BAUSKE  
Notary Public, State of Hawaii  
First Circuit



My commission expires: 5-18-2019

Document Date: 6-13-2018

Number of Pages: 43

Document Description: \_\_\_\_\_  
DECLARATION OF CONDOMINIUM  
PROPERTY REGIME OF  
KAHENA WAI ESTATES

EXHIBIT "A"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant 879 to I.S. Ua, Land Patent Number S-8662, Land Commission Award 10185, Apana 3 to Makaia, and Royal Patent 4939, Land Commission Award 3752 Apana 2 to Ukeke) situate, lying and being at Kapano, Koolauloa, Oahu, State of Hawaii, and thus bounded and described as per survey dated August 13, 2014:

Beginning at the north corner of this parcel of land and on the west side of Kamehameha Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAIPAPAU", being 12,002.40 feet south and 11,868.20 east, thence running by azimuths measured clockwise from true South:

- |     |      |         |        |                                                                                                           |
|-----|------|---------|--------|-----------------------------------------------------------------------------------------------------------|
| 1.  | 353° | 53' 00" | 159.15 | feet along the west side of Kamehameha Highway;                                                           |
| 2.  | 83°  | 00' 00" | 91.40  | feet along the remainder of Grant 879 to L.S. Ua;                                                         |
| 3.  | 86°  | 08' 00" | 4.00   | feet along the remainder of Grant 879 to L.S. Ua;                                                         |
| 4.  | 176° | 08' 00" | 75.98  | feet along the remainder of Grant 879 to L.S. Ua;                                                         |
| 5.  | 86°  | 08' 00" | 139.20 | feet along the remainder of Grant 879 to L.S. Ua; along R.P. 2143, L.C. Aw. 7667, Ap/ 4 to Kahawaii;      |
| 6.  | 356° | 08' 00" | 155.00 | feet along the remainder of Grant 879 to L.S. Ua; along the remainder of L.C. Aw. 10185, Ap. 3 to Makaia; |
| 7.  | 266° | 08' 00" | 143.20 | feet along L.C. Aw. 10185, Ap. 3 to Makaia;                                                               |
| 8.  | 356° | 08' 00" | 118.22 | feet along the remainder of Grant 879 to L.S. Ua;                                                         |
| 9.  | 259° | 50' 00" | 99.38  | feet along the remainder of Grant 879 to L.S. Ua;                                                         |
| 10. | 353° | 53' 00" | 64.17  | feet along the west side of Kamehameha Highway;                                                           |



Thence along the west side of Kamehameha Highway, on a curve to the left, with a radius of 2025.00 feet, the chord azimuth and distance being;

11. 351° 08' 30" 193.72 feet;
12. 348° 24' 00" 145.34 feet along the west side of Kamehameha Highway;
13. 80° 15' 00" 61.19 feet along L.C. Aw. 6954, Ap. 2 to Kakaa on the boundary between the lands of Kapano and Puheemiki;
14. 131° 30' 00" 336.00 feet along R.P. 4939, L.C. Aw. 3752, Ap. 6 to Ukeke;
15. 88° 32' 00" 221.00 feet along R.P. 4939, L.C. Aw. 3752, Ap. 6 to Ukeke;
16. 163° 30' 00" 183.00 feet along R.P. 4939, L.C. Aw. 3752, Ap.6 to Ukeke;
17. 251° 00' 00" 177.00 feet along R.P. 4939, L.C. Aw. 3752, Ap. 6 to Ukeke;
18. 165° 25' 00" 235.03 feet along R.P. 4939, L.C. Aw. 3752, Ap 6 to Ukeke, to the boundary between the lands of Kapano and Haleaha;
19. 253° 58' 00" 80.87 feet along Grant 1313 1/2 to Naihe, along the land of Haleaha;
20. 258° 50' 00" 103.00 feet along Grant 1311 1/2 to Naihe, along the land of Naleaha;
21. 255° 51' 00" 110.84 feet along R.P. 7202, L.C. Aw. 7652, Ap 5 to Kamohoula;
22. 263° 40' 00" 87.71 feet along Grant 1313 to Kahawaii to the point of beginning and containing an area of 207,457 square feet or 4.7625 acres, more or less.

Said above described parcel of land having been acquired by KAHENA WAI ESTATES LLC, a Hawaii limited liability company, as follows:

1. By TRUSTEE'S WARRANTY DEED of ROY AANA SEU, Trustee under an

unrecorded Revocable Living Trust Agreement dated September 29, 1995, dated May 20, 2016, recorded as Document No. A-59890347;

2. By TRUSTEE'S WARRANTY DEED of THOMAS F. SEU, Sole-Trustee under that certain unrecorded Declaration of Revocable Trust of Sau Kwan Chun Aana dated June 6, 1990, dated May 20, 2016, recorded as Document No. A-59890348;
3. By WARRANTY DEED of GUY JAY SEU, married, dated May 20, 2016, recorded as Document No. A-59890349;
4. By TRUSTEE'S WARRANTY DEED of CONSTANCE SHEE YUNG SEU, as Trustee under an unrecorded Revocable Living Trust Agreement dated September 29, 1995, dated May 20, 2016, recorded as Document A-59890350; and
5. By TRUSTEE'S WARRANTY DEED of THOMAS FONG SEU, Trustee under that certain unrecorded Thomas Fong Seu Revocable Living Trust dated June 7, 1990, dated May 20, 2016, recorded as Document No. A-59890351.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Free flowage of Punaluu Stream.
3. The terms and provisions contained in that certain Exchange Deed, dated October 30, 1993, recorded in the Bureau of Conveyances of the State of Hawaii at Liber 1223 Page 148.

END OF EXHIBIT "A"

41B  
C



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

July 16, 2018 3:29 PM

Doc No(s) A-67710849



1 2/2 ICL  
B-33194009

/s/ LESLIE T. KOBATA  
REGISTRAR

AFTER RECORDATION, RETURN BY MAIL ( ) PICK-UP (X)

ANDERS G. O. NERVELL, ESQ.  
CLAY CHAPMAN IWAMURA PULICE  
& NERVELL  
700 BISHOP STREET, SUITE 2100  
HONOLULU, HAWAII 96813

THIS DOCUMENT CONTAINS 54 PAGES

TITLE OF DOCUMENT:

BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS  
OF  
KAHENA WAI ESTATES

PARTIES TO DOCUMENT:

DEVELOPER: KAHENA WAI ESTATES, LLC, a Hawaii limited liability company  
87-070 Farrington Highway, Suite 303  
Waianae, Hawaii 96792

PROPERTY DESCRIPTION: : DOCUMENT NO(S): A-59890347;  
SEE EXHIBIT "A" : A-59890348; A-59890349; A-59890350  
: & A-59890351  
: LAND COURT DOCUMENT NO.:  
: N/A  
: TRANSFER CERTIFICATE OF  
: TITLE NO(S): N/A

Tax Map Key: (1) 5-3-005: 028 and 030

TABLE OF CONTENTS

1. INTRODUCTORY PROVISIONS.....6

    1.1 Definitions .....6

    1.2 Authority for By-Laws .....7

    1.3 Purpose of By-Laws; Covenants to Run with the Land .....7

    1.4 Conflicts .....7

    1.5 Binding Effect of By-Laws on Owners, Mortgagees and Lessees.....7

2. ASSOCIATION OF UNIT OWNERS.....7

    2.1 Membership .....7

    2.2 Purpose and Powers.....7

    2.3 Voting .....8

    2.4 Quorum .....8

    2.5 Majority Vote .....8

    2.6 Majority of Unit Owners.....8

    2.7 Cumulative Voting .....9

    2.8 Proxies .....9

    2.9 Place of Meetings.....11

    2.10 Annual Meetings .....11

    2.11 Regular Meetings.....11

    2.12 Special Meetings.....11

    2.13 Notice of Meetings and Other Notices .....12

    2.14 Adjournment of Meetings .....12

    2.15 Conduct of Meetings and Order of Business .....12

    2.16 Minutes of Association Meetings.....13

3. BOARD OF DIRECTORS .....13

    3.1 Number and Qualification.....13

    3.2 Powers and Duties.....14

    3.3 Election and Term of Office .....18

    3.4 Removal of Members of the Board .....18

    3.5 Vacancies .....19



|                                                                       |    |
|-----------------------------------------------------------------------|----|
| 3.6 Organizational Meeting and Conduct of Meetings .....              | 19 |
| 3.7 Regular Meetings .....                                            | 19 |
| 3.8 Board Meetings Open to Owners .....                               | 20 |
| 3.9 Executive Session .....                                           | 20 |
| 3.10 Special Meetings .....                                           | 20 |
| 3.11 Waiver of Notice .....                                           | 20 |
| 3.12 Quorum of Board .....                                            | 20 |
| 3.13 Minutes of Meetings .....                                        | 21 |
| 3.14 Compensation .....                                               | 21 |
| 3.15 Liability and Indemnity of the Board and Officers .....          | 21 |
| 3.16 Conflict of Interest .....                                       | 22 |
| 3.17 Employees; Background Check .....                                | 22 |
| 3.18 Managing Agent .....                                             | 23 |
| 3.19 Fidelity Bonds .....                                             | 24 |
| 3.20 Condominium Documents for Board Members .....                    | 24 |
| 4. OFFICERS .....                                                     | 24 |
| 4.1 Designation .....                                                 | 24 |
| 4.2 Election of Officers .....                                        | 25 |
| 4.3 Removal of Officers .....                                         | 25 |
| 4.4 President .....                                                   | 25 |
| 4.5 Secretary .....                                                   | 25 |
| 4.6 Treasurer .....                                                   | 25 |
| 4.7 Audit .....                                                       | 25 |
| 4.8 Execution of Agreements, Contracts, Deeds, Checks, Etc. ....      | 26 |
| 4.9 Compensation of Officers .....                                    | 26 |
| 5. REPAIR, MAINTENANCE, ALTERATIONS AND USE .....                     | 26 |
| 5.1 Repair and Maintenance of Units and Limited Common Elements ..... | 26 |
| 5.2 Repair and Maintenance of Common Elements .....                   | 26 |
| 5.3 Access Through Units .....                                        | 27 |
| 5.4 Additions or Alterations by Unit Owners .....                     | 27 |
| 5.5 Additions or Alterations by the Association .....                 | 27 |

|                                                                                         |    |
|-----------------------------------------------------------------------------------------|----|
| 5.6 Exemptions For Persons With Disabilities .....                                      | 28 |
| 5.7 Use.....                                                                            | 28 |
| 6. COMMON EXPENSES, UNIT EXPENSES AND TAXES.....                                        | 29 |
| 6.1 Common Expenses Defined .....                                                       | 29 |
| 6.2 Assessments of Common Expenses .....                                                | 29 |
| 6.3 Budget and Reserves.....                                                            | 29 |
| 6.4 Default in Payment of Assessments .....                                             | 30 |
| 6.5 Assessment Disputes.....                                                            | 31 |
| 6.6 Waiver.....                                                                         | 31 |
| 6.7 Liability of Acquirer of Title on Foreclosure for Unpaid Common Expenses .....      | 31 |
| 6.8 Joint and Several Liability of Grantor and Grantee for Unpaid Common Expenses ..... | 32 |
| 6.9 Waiver of Use of Common Elements; Abandonment of Unit.....                          | 32 |
| 6.10 Taxes and Assessments .....                                                        | 32 |
| 6.11 Utility Expenses.....                                                              | 32 |
| 6.12 Collection from Tenant.....                                                        | 33 |
| 6.13 Alternative to Foreclosure .....                                                   | 33 |
| 6.14 Attorneys' Fees and Expenses of Enforcement .....                                  | 33 |
| 6.15 Financial Records .....                                                            | 34 |
| 6.16 Deposits in Financial Institutions.....                                            | 34 |
| 6.17 Notification of Maintenance Fee Increases or Special Assessments.....              | 35 |
| 7. MORTGAGES .....                                                                      | 35 |
| 7.1 Notice to Board .....                                                               | 35 |
| 7.2 Notice of Unpaid Common Expenses .....                                              | 36 |
| 7.3 Notice of Default .....                                                             | 36 |
| 7.4 Examination of Books .....                                                          | 36 |
| 7.5 Mortgagee Protection.....                                                           | 36 |
| 7.6 Request for Notice .....                                                            | 36 |
| 7.7 Release of Information.....                                                         | 37 |
| 8. ASSOCIATION RECORDS .....                                                            | 37 |
| 8.1 Generally.....                                                                      | 37 |

|      |                                                                                                                                         |    |
|------|-----------------------------------------------------------------------------------------------------------------------------------------|----|
| 8.2  | Records to be Maintained .....                                                                                                          | 37 |
| 8.3  | Availability; Disposal; Prohibitions.....                                                                                               | 38 |
| 8.4  | Cost of Providing Information.....                                                                                                      | 40 |
| 9.   | GENERAL PROVISIONS .....                                                                                                                | 40 |
| 9.1  | House Rules.....                                                                                                                        | 40 |
| 9.2  | Abatement and Enjoyment of Violations by Unit Owners.....                                                                               | 41 |
| 9.3  | Disposition of Unclaimed Possessions .....                                                                                              | 41 |
| 9.4  | Owners May Incorporate.....                                                                                                             | 42 |
| 9.5  | Sales or Rental Activities by Employees of The Association .....                                                                        | 42 |
| 9.6  | Notices .....                                                                                                                           | 42 |
| 9.7  | Captions.....                                                                                                                           | 43 |
| 9.8  | Gender .....                                                                                                                            | 43 |
| 9.9  | Waiver.....                                                                                                                             | 43 |
| 9.10 | Interpretation.....                                                                                                                     | 43 |
| 9.11 | Amendment.....                                                                                                                          | 43 |
| 9.12 | Restatement of By-Laws .....                                                                                                            | 44 |
| 9.13 | Severability.....                                                                                                                       | 44 |
| 9.14 | Mediation/Arbitration of Disputes Concerning the Act, the Declaration, these By-Laws or the House Rules; Trial De Novo and Appeal ..... | 44 |
| 9.15 | Judicial Power to Excuse Compliance with Requirements of Governing Documents.....                                                       | 45 |
| 9.16 | Tort and Contract Liability; Tolling of Limitation Period.....                                                                          | 46 |

BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS  
OF  
KAHENA WAI ESTATES

THESE BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS OF KAHENA WAI ESTATES (these "By-Laws") are adopted this 13<sup>th</sup> day of June, 2018, by KAHENA WAI ESTATES, LLC, a Hawaii limited liability company, whose address is 87-070 Farrington Highway, Suite 303, Waianae, Hawaii 96717 (hereinafter called the "Developer").

W I T N E S S E T H :

WHEREAS, the Developer owns in fee simple that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land") and the improvements constructed thereon; and

WHEREAS, the Developer has established that certain Condominium Property Regime pursuant to Chapter 514B, Hawaii Revised Statutes, as amended (the "Act") consisting of the Land and said improvements (herein collectively call the "Project") known as "KAHENA WAI ESTATES", by that certain Declaration of Condominium Property Regime of even date herewith recorded in the Recording Office concurrently herewith (the "Declaration"), and which said Project is more particularly shown and described in the plans filed in the Recording Office as Condominium Map No. 5805 (the "Condominium Map").

NOW, THEREFORE, the Developer hereby declares that the Land and said improvement are and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to the Declaration and to the following By-Laws of the Association of Unit Owners of KAHENA WAI ESTATES, as the same may be lawfully amended from time to time (the "By-Laws"), all of which are declared to be in furtherance of the plan set forth in the Declaration and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project. These By-Laws shall constitute covenants running with the land and shall be binding on and inure to the benefit of the Developer, its heirs, personal representatives, successors and assigns, and all present and future Unit Owners, mortgagees, tenants, and occupants of the Units and any other person who may occupy or use any Unit or other part of the Project.

1. INTRODUCTORY PROVISIONS.

1.1 Definitions. The terms used herein with initial capital letters shall have the meanings given to them in Section 1.1 of the Declaration, except as expressly otherwise provided herein.



1.2 Authority for By-Laws. The Developer, acting as the present Association of Unit Owners of the Project, hereby approves and adopts these By-Laws pursuant to Chapter 514B, Hawaii Revised Statutes, as amended (the "Act").

1.3 Purpose of By-Laws; Covenants to Run with the Land. The Land and said improvements are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following By-Laws, all of which are declared and agreed to be in furtherance of the plan set forth in the Declaration, to constitute a condominium property regime under the Act. These By-Laws shall run with the Land and the Units, shall constitute equitable servitudes and liens, and shall be binding upon all parties having or acquiring any right, title or interest therein.

1.4 Conflicts. These By-Laws are set forth to comply with the requirements of the Act. In any case where any of these By-Laws conflicts with the provisions of the Act or the Declaration, the provisions of the Act or the Declaration, as the case may be, shall control. In the case of a conflict between the Act and the Declaration, the Act shall control.

1.5 Binding Effect of By-Laws on Owners, Mortgagees and Lessees. All present and future Owners, lessees, mortgagees, vendors and vendees under agreements of sale, tenants and occupants of Units and their employees, business invitees and any other persons who may use or access any part of the Project in any manner are subject to the Declaration, these By-Laws, and the House Rules, as the same may be amended from time to time. The acceptance of a Unit Deed, or conveyance or mortgage or agreement of sale or the entering into of a lease or the act of occupancy of any Unit or access to any part of the Project shall constitute an acceptance, ratification and agreement to comply with the provisions of the Declaration, these By-Laws, and the House Rules, as the same may be amended from time to time.

## 2. ASSOCIATION OF UNIT OWNERS.

2.1 Membership. All Unit Owners of the Project shall constitute the Association. The Owner of a Unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as the Owner's ownership of such Unit ceases for any reason, at which time the Owner's membership in the Association shall automatically cease.

### 2.2 Purpose and Powers.

(a) The Association shall be organized and operated for the purposes of managing, maintaining, acquiring, constructing and caring for the Association property, which includes the Common Elements as defined in Section 4 of the Declaration and funds and other property held by the Association.

(b) Except as limited by the Declaration, these By-Laws, or the Act, the Association has and may exercise any and all of these powers and has each of these duties and obligations:

(1) The powers, duties, and obligations granted to or imposed on the Association in the Declaration, these By-Laws, or the Act; and

(2) Any other powers, duties, and obligations necessary or helpful to carry out the functions of the Association under the Declaration, these By-Laws, or the Act, or that otherwise promote the general interest and benefit of the Project and the Association.

2.3 Voting. Each Unit Owner shall be entitled to that percentage of the total vote of all of the Unit Owners which equals the percentage of the Common Interest appurtenant to such Unit as set forth in Section 6 of the Declaration. Votes may be cast in person or by proxy by the respective Unit Owners. The vendee of a Unit pursuant to an agreement of sale recorded in the Recording Office shall have the right to vote unless the vote is retained by the vendor as may be provided in the agreement of sale pursuant to Section 514B-124 of the Act. An executor, administrator, personal representative, guardian or trustee may vote in person or by proxy at any meeting of the Association the percentage of vote for any Unit owned or controlled by him or her in such capacity, provided that he or she shall first present evidence satisfactory to the Secretary that he or she owns or controls such Unit in such capacity not later than the commencement of the meeting. The vote for any Unit owned of record by two (2) or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others, and in case of protest each co-tenant shall be entitled to only a share of such vote in proportion to his or her share of ownership in such Unit. Corporations, general partnerships, limited partnerships and limited liability companies which are Owners shall designate a general partner, officer, member, manager, or other person, as appropriate, for the purpose of exercising the vote; and such representative of an Owner which is a corporation, general partnership, limited partnership or limited liability company shall present satisfactory written evidence to the Secretary of their designation as representative not later than the commencement of the meeting.

2.4 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners (defined in Section 2.6 below) shall constitute a quorum at all meetings of the Unit Owners.

2.5 Majority Vote. The vote of a majority of the Common Interest present or represented at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes, except where a higher percentage vote is required in the Declaration or these By-Laws or by law.

2.6 Majority of Unit Owners. As used in these By-Laws, the term "majority of Unit Owners" shall mean the Owners of Units to which are appurtenant more than fifty

percent (50%) of the total Common Interest, and any specified percentage of the Owners means Owners of Units to which are appurtenant such percentage of the Common Interest.

2.7 Cumulative Voting. Election of Directors shall be by cumulative voting and each Owner may cast for any one or more nominees to the Board a vote equivalent to the votes which such Owner is entitled to multiplied by the number of Directors to be elected. Each Owner shall be entitled to cumulate his votes and give all thereof to one nominee or to distribute his votes in such manner as he shall determine among any or all of the nominees, and the nominees receiving the highest number of votes on the foregoing basis, up to the total number of Directors to be elected, shall be deemed elected. Meeting notices must specify whether cumulative voting will be exercised at the meeting.

2.8 Proxies.

(a) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. A Unit Owner may vote by mail or electronic transmission through a duly executed proxy. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. In the absence of protest, any Owner may cast the votes allocated to the Unit by proxy. A Unit Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Secretary of the Association or the managing agent, if any, defined in Section 3.18 below (the "Managing Agent"). A proxy is void if it purports to be revocable without notice.

(b) A proxy, to be valid, shall:

(1) Be delivered to the Secretary of the Association or the Managing Agent, if any, no later than 4:30 p.m. on the second business day prior to the date of the meeting to which it pertains;

(2) Contain at least the name of the Association, the date of the meeting of the Association, the printed names and signatures of the persons giving the proxy, the Unit numbers for which the proxy is given, the names of persons to whom the proxy is given, and the date that the proxy is given; and

(3) If it is a standard proxy form authorized by the Association, contain boxes wherein the Owner has indicated that the proxy is given:

- (i) For quorum purposes only;
- (ii) To the individual whose name is printed on a line next to this box;
- (iii) To the Board as a whole and that the vote is to be

made on the basis of the preference of the majority of the Directors present at the meeting; or

(iv) To those Directors present at the meeting with the vote to be shared with each Director receiving an equal percentage.

The proxy form shall also contain a box wherein the Owner may indicate that the Owner wishes to obtain a copy of the annual audit report required by Section 514B-150 of the Act.

(c) A proxy shall only be valid for the meeting to which the proxy pertains and its adjournments, may designate any person as proxy, and may be limited as the Unit Owner desires and indicates; provided that no proxy shall be irrevocable unless coupled with a financial interest in the Unit.

(d) A copy, facsimile telecommunication, or other reliable reproduction of a proxy may be used in lieu of the original proxy for any and all purposes for which the original proxy could be used; provided that any copy, facsimile telecommunication, or other reproduction shall be a complete reproduction of the entire original proxy.

(e) Nothing in this Section 2.8 shall affect the holder of any proxy under a first mortgage of record encumbering a Unit or under an agreement of sale affecting a Unit.

(f) With respect to the use of Association funds to distribute proxies:

(1) If the Board intends to use Association funds to distribute proxies, including the standard proxy form referred to in Sub-Section (b)(3), above, the Board shall first post notice of its intent to distribute proxies in prominent locations within the Project at least twenty-one (21) days before its distribution of proxies. If the Board receives within seven (7) days of the posted notice a request by any Owner for use of Association funds to solicit proxies accompanied by a statement, the Board shall mail to all Owners either:

(i) A proxy form containing the names of all Owners who have requested the use of Association funds for soliciting proxies accompanied by their statements; or

(ii) A proxy form containing no names, but accompanied by a list of names of all Owners who have requested the use of Association funds for soliciting proxies and their statements.

The statement, which shall be limited to black text on white paper, shall not exceed one single-sided 8-1/2" x 11" page, indicating the Owner's qualifications to serve on the Board or reasons for wanting to receive proxies; and



(2) The Board or a member of the Board may use Association funds to solicit proxies as part of the distribution of proxies. If a member of the Board, as an individual, seeks to solicit proxies using Association funds, the Board member shall proceed as a Unit Owner under Sub-Section (f)(1).

(g) No Managing Agent or resident manager, or their employees, shall solicit, for use by the Managing Agent or resident manager, any proxies from any Unit Owner of the Association, nor shall the Managing Agent or resident manager cast any proxy vote at any Association meeting except for the purpose of establishing a quorum.

(h) The Board shall not adopt any rule prohibiting the solicitation of proxies or distribution of materials relating to Association matters on the Common Elements by Unit Owners; provided that the Board may adopt rules regulating reasonable time, place, and manner of the solicitations or distributions, or both.

2.9 Place of Meetings. All meetings of the Association shall be held at such place within the Project, or elsewhere within the State, as may be designated by the Board.

2.10 Annual Meetings. The first annual meeting of the Unit Owners shall be held not later than one hundred eighty (180) days after recordation of the first Unit Deed, provided that Unit Deeds for not less than forty percent (40%) of the Units in the Project have been recorded in the Recording Office. If Unit Deeds for at least forty percent (40%) of the Units in the Project have not been recorded within one (1) year of the recordation of the first Unit Deed, an annual meeting shall be called upon the written request of ten percent (10%) of the Unit Owners. The terms "recorded" and "recordation" shall mean and refer to the recordation of Unit Deeds transferring the Units to an Owner. At such meeting the Unit Owners shall elect a Board. Prior to that time, the Association shall consist solely of the Developer which shall have authority to act in all matters as the Association. Thereafter, the annual meetings of the Association shall be held within ninety (90) days following the close of the fiscal year as selected by the Board or the Association or at such other time as the Board shall from time to time determine. At such meetings the Board shall be elected by the Unit Owners in accordance with the requirements of Section 3.1 of these By-Laws. The Unit Owners may transact such other business at such meetings as may properly come before them.

2.11 Regular Meetings. In addition to annual meetings as provided in Section 2.10 above, the Board by resolution or a majority of the Unit Owners by petition duly presented to the Board may establish regular meetings at semi-annual, quarter-annual, or other regular intervals.

2.12 Special Meetings. Special meetings of the Owners of the Units may be held at any time upon the call of the President, a majority of the Board, or by a petition to the Secretary or Managing Agent, if any, signed by not less than twenty-five percent (25%) of the Owners as shown in the Association's record of ownership, and except as

otherwise provided in these By-Laws, the business considered shall be limited to that stated in the notice of the special meeting. Upon receipt of such call or petition, the Secretary or Managing Agent shall send written notice of the meeting to all Unit Owners in the manner provided in Section 2.13 below. In the event that the Secretary or Managing Agent shall fail to send out notices for the specific meeting within fourteen (14) days of receipt of any petition to have such meeting, the petitioner(s) calling for the meeting may send them in accordance with the provisions for such notice contained in these By-Laws. The meeting shall be held at the time and place specified in such call, or if unspecified, at any reasonable time within sixty (60) days from receipt of the petition. A special meeting and procedures adopted for the removal and replacement of Directors shall be conducted in accordance with Section 3.4 of these By-Laws pertaining to the removal, replacement and election of Directors.

2.13 Notice of Meetings and Other Notices. Written notice of all meetings, annual or special, stating the date, time and place of the meeting and whether it is annual or special, and stating briefly the business proposed to be transacted thereat and items on the agenda for such meeting, together with a standard proxy form authorized by the Association, if any, and any other notices permitted or required to be delivered by these By-Laws, shall be given by mailing such notice(s) and form, postage prepaid, or by facsimile, electronic mail or in person, at least fourteen (14) days before the date assigned for the meeting, to the Owners of the Units at their address at the Project or at the address given to the Board for the purpose of service of such notices. Upon written request for notices delivered to the Board, the holder of any duly recorded mortgage or deed of trust from any Owner of a Unit may obtain a copy of any and all notices permitted or required to be given to the Owner of a Unit, whose interest is subject to said mortgage or deed of trust. Upon notice being given in accordance with the provisions hereof, the failure of any Owner of a Unit to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereat. The presence of any Unit Owner or mortgagee in person or by proxy at any meeting shall be deemed a waiver of any required notice to such Owner unless he or she 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. Each such Owner shall keep the Board informed of any changes in address.

2.14 Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, a majority in Common Interest of those Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called as may be determined by majority vote of the Unit Owners present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

2.15 Conduct of Meetings and Order of Business. All meetings of the Association shall be conducted in accordance with the most current edition of Robert's

Rules of Order Newly Revised. The order of business at all regular meetings of the Unit Owners shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of Officers;
- (e) Report of Board;
- (f) Reports of committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of members of the Board (when so required);
- (i) Unfinished business; and
- (j) New business.

#### 2.16 Minutes of Association Meetings.

(a) Minutes of meetings of the Association shall be approved at the next succeeding regular meeting or by the Board, within sixty (60) days after the meeting, if authorized by the Owners at an annual meeting. If approved by the Board, Owners shall be given a copy of the approved minutes or notified of the availability of the minutes within thirty (30) days after approval.

(b) Minutes of all meetings of the Association shall be available within seven (7) calendar days after approval, and unapproved final drafts of the minutes of a meeting shall be available within sixty (60) days after the meeting.

(c) An Owner shall be allowed to offer corrections to the minutes at an Association meeting.

### 3. BOARD OF DIRECTORS.

#### 3.1 Number and Qualification.

(a) The affairs of the Project shall be governed by a Board of Directors. In the performance of their duties, members of the Board of Directors shall owe the Association a fiduciary duty and exercise the degree of care and loyalty required of an

officer or director of a corporation organized under Chapter 414D, Hawaii Revised Statutes, as amended.

(b) The Board of Directors shall consist of at least three (3) Directors. The initial Board shall be appointed by the Developer and shall be replaced by the Association at the first annual meeting of the Unit Owners. Each member of the Board shall be an Owner, co-Owner, a vendee under an agreement of sale, a trustee of a trust which owns a Unit, or an officer, partner, member, or other person authorized to act on behalf of any other legal entity which owns a Unit, or a designated agent of the Developer.

(c) There shall not be more than one representative on the Board from any one Unit.

(d) No resident manager or employee of the Project shall serve on the Board.

(e) An Owner shall not act as an officer of the Association and an employee of the Managing Agent retained by the Association. Any owner who is a Board member of the Association and an employee of the Managing Agent retained by the Association shall not participate in any discussion regarding a management contract at a Board meeting and shall be excluded from any executive session of the Board where the management contract or the property manager will be discussed.

(f) So long as the Developer owns at least one (1) Unit in the Project, to the extent permitted by applicable law, Developer has the right, but not the obligation, to appoint one (1) Director to the Board.

**3.2 Powers and Duties.** The Board shall have the powers and duties necessary for the administration of the affairs of the Project in compliance with all governmental requirements and the Declaration, and for the maintenance, upkeep and repair of the Project in good order and condition, and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board by the Unit Owners. The Board shall have all rights set forth in the Act subject to any and all approval requirements as set forth in the Act, the Declaration and these By-Laws. A Director shall not cast any proxy vote at any Board meeting. Subject to the terms of the Declaration, the powers and duties of the Board shall include, but shall not be limited to, the following:

(a) Enforcing the provisions of the Declaration, these By-Laws, and the House Rules;

(b) Payment of any amount necessary to discharge any lien or encumbrance levied against the entire Project or any part thereof which may in the opinion of the Board constitute a lien against the Project or against the Common Elements or limited common elements, as defined in Section 5 of the Declaration (the



“Limited Common Elements”) rather than merely against the interest therein of particular Owners. If one or more Owners are responsible for the existence of any such lien, they shall be jointly and severally liable for the cost of discharging it and for the costs incurred by the Board by reason of such lien;

(c) Delegating its powers to committees, agents, officers, representatives and employees.

(d) Purchasing materials, supplies, furniture, labor and services, making repairs and structural alterations, and payment of all insurance premiums, taxes and assessments and other Common Expenses which the Board is required to secure, make or pay pursuant to these By-Laws or by law or which in its opinion shall be necessary or proper for the operation of the Project or the enforcement of these By-Laws, provided that if any such materials, supplies, furniture, labor, services, repairs, structural alterations, insurance, taxes or assessments are required because of the particular actions or negligence of the Owners of particular Units, the cost thereof shall be specially assessed to the Owners of such Units;

(e) Contracting for fire, casualty, liability and other insurance on behalf of the Association, pursuant to the provisions of Section 16 of the Declaration;

(f) Operation, care, upkeep, maintenance and repair of the Common Elements and any additions or alterations thereto, subject to the obligations of the Unit Owners with respect to the Limited Common Elements as more particularly set forth in the Declaration;

(g) Preparation and adoption annually of a budget of the Common Expenses required for the affairs of the Association in compliance with Section 514B-148 of the Act (including, without limitation, the operation and maintenance of the Project in accordance with the Declaration and these By-Laws), and determination of the amounts of regular and special assessments;

(h) To cause a reserve study to be conducted on behalf of the Association and establish reserves as required by the Act;

(i) Custody and control of all funds of the Association, maintenance of full and accurate books of account and records of such funds and preparation of regular financial reports thereof;

(j) Exercising a right of entry in or upon any privately owned Unit at any time and from time to time during reasonable hours and without liability to any Owner for trespass, damage or otherwise, but only where necessary (in connection with construction, maintenance or repair) to protect the Common Elements, Limited Common Elements, or any Unit or Units; provided that the Board shall have a right of entry in the event of emergencies pursuant to Section 514B-137(b) of the Act;

(k) Maintenance and repair of any Unit when such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements and Limited Common Elements or any other portion(s) of the Project and the Owner or Owners of said Unit shall have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Board to said Owner or Owners; provided that the Board shall levy a special assessment against such Unit for the cost of such maintenance or repair and any attorneys' fees and other expenses incurred in levying or collecting such special assessment;

(l) Levy and collection of regular and special assessments of the Common Expenses and other charges payable by the Unit Owners;

(m) Employment and dismissal of the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, provided that an Owner shall not act as an officer of the Association and an employee of the Managing Agent employed by the Association, if any;

(n) Subject to the provisions of Section 9.1 of these By-Laws, adoption and amendment of House Rules covering the details of the operation and use of the Common Elements of the Project and the enforcement of those House Rules;

(o) Opening bank accounts on behalf of the Association and designating the signatories required therefor;

(p) To the extent permitted by law and subject to the requirements of Section 514B-105(e) of the Act, purchasing or leasing or otherwise acquiring in the name of the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease. The expense of any leasing, acquiring, maintaining or operation of any such Unit by the Board shall be a Common Expense;

(q) To the extent permitted by law and subject to the requirements of Section 514B-105(e) of the Act (but without any requirement to obtain the consent of any other party), purchasing Units at foreclosure or other judicial sales, or acquiring Units by way of a deed in lieu of foreclosure, in the name of the Association or its designee, corporate or otherwise, on behalf of all Unit Owners;

(r) To the extent permitted by law, selling (including entering into listing agreements with real estate brokers), leasing, subleasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board), or otherwise dealing with Units acquired by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners;

(s) Organizing corporations to act as designees of the Board in acquiring title to or leasing of Units on behalf of all Unit Owners;

(t) Making additions and improvements to or alterations of the Project and repairs to and restoration of the Project in accordance with the other provisions of these By-Laws and the Declaration;

(u) Borrowing money for the repair, replacement, maintenance, operation, or administration of the Common Elements and personal property of the Project, or the making of any additions, alterations, and improvements thereto; provided that written notice of the purpose and use of the funds is first sent to all Unit Owners and Owners representing fifty percent (50%) of the Common Interest vote or give written consent to the borrowing.

(v) Procuring legal, financial consulting, real estate brokerage, and accounting services, including opinions of counsel necessary or proper in the operation of the Project or enforcement or implementation of the Declaration, the Act, these By-Laws, the House Rules and any other material documents affecting the Project;

(w) Representing the Unit Owners in any proceedings, negotiations, settlements or agreements related to the allocation of any losses, awards or proceeds from the condemnation, destruction or liquidation of all or part of the Project, or from the termination of the Project;

(x) Paying for all Common Expenses which the Board is required to pay for pursuant to the terms of these By-Laws or by law, or which in the Board's opinion shall be necessary or proper for the operation of the Project or for the enforcement of these By-Laws, provided that if any such payment is required because of the particular actions or negligence of the Owners of particular Units, the cost thereof shall be specially assessed to the Owners of such Units;

(y) Appointing a Managing Agent and delegating to it such of its powers as it deems necessary or appropriate, delegation of which is not otherwise prohibited herein or in the Declaration or by law;

(z) Keeping, or causing the Managing Agent, if any, to keep a current list of members of the Association and their current addresses, and the names and addresses of the vendees under agreements of sale, if any, as provided in Section 8.2 of these By-Laws;

(aa) Maintaining a current file of all Unit Deeds, subsequent deeds and other forms of conveyance (including, but not limited to, agreements of sale), for resolution of such questions as ownership and voting rights;

(bb) Reviewing for the purpose of approval or disapproval of any Unit Owners requests to alter their respective Units;

(cc) Establishment of such penalties and fines as it deems appropriate with respect to enforcement of the provisions of the Act, the Declaration, these By-

Laws, and the House Rules, including penalties and fines for failure or refusal to pay to the Association on demand all costs and expenses required to be paid hereunder; provided such penalties and fines are not inconsistent with the law or the provisions herein. The unpaid amount of such penalties and fines against any Unit Owner shall constitute a lien against its Unit which may be foreclosed by the Board or Managing Agent, if any, in the same manner as provided herein and in the Act for Common Expenses; provided, however, that the said lien for such penalties and fines shall be subordinate to liens for taxes and assessments lawfully imposed by any governmental authority against the Unit and to all sums unpaid on mortgages of record;

(dd) Establishment of policies and procedures for evicting tenants for violations of the Act, the Declaration, these By-Laws, and the House Rules, where an Owner fails to take corrective action following notice by the Board or the Managing Agent of such violations.

(ee) Granting permits and licenses for, and easements for utility, roadway and other purposes over, under or upon the Common Elements (including Limited Common Elements), as necessary for the operation of the Project;

(ff) Receiving easements in favor of the Association as necessary for the operation of the Project; and

(gg) Take any other actions in the interest of and for the benefit of the Project and the Association that from time to time may be necessary.

3.3 Election and Term of Office. At the first annual meeting of Unit Owners, one (1) Director shall be elected for a term of three (3) years, one (1) Director shall be elected for a term of two (2) years, and one (1) Director shall be elected for a term of one (1) year. At the expiration of the term of office of each initial Director, his successor shall be elected to serve a term of three (3) years. Each Director shall continue to exercise the powers and duties of the office until his successor shall have been elected by the Unit Owners in case of delay in the election of a successor.

3.4 Removal of Members of the Board. Directors may be removed at any time with or without cause upon a vote of the Unit Owners at any regular or special Association meeting at which a quorum shall be present, called for such purpose; provided, however that upon any such removal, at the same meeting at which the removal occurs, the Association shall elect a successor for the remainder of the term of the Director who was removed. If such removal and replacement is to occur at a special Association meeting, the call for such meeting shall be as set forth in Section 2.12 of these By-Laws; provided, however, that if the Secretary or Managing Agent shall fail to send out the notices for the special meeting as set forth therein, then the petitioners therein shall have the authority to set the time, date and place for the special meeting for the purpose of said removal and replacement and to send out notices in accordance with Section 2.13 above. Except as otherwise provided in this Section, any such meeting and the procedure adopted for the removal and replacement of Directors



shall be conducted in accordance with all applicable requirements and procedures contained in these By-Laws for the removal and replacement of Directors including, but not limited to, the provisions contained herein regarding cumulative voting. Any Director whose removal is proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. In addition, if any Director shall fail to attend four (4) consecutive regular meetings of the Board for any reason, the Board by a vote of a majority of the other Directors may remove him and select a replacement to serve for the remainder of his unexpired term.

3.5 Vacancies. Vacancies in the Board caused by any reason other than the natural expiration of the term of any Director, or the removal of a Board member by a vote of the Unit Owners, shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, or at the next regular meeting, even though the Directors present at such meeting may constitute less than a quorum, and each person so elected shall be a Director for the remainder of the term of the member whose vacancy he filled (unless sooner removed) and until a successor shall be elected at the next annual meeting of Unit Owners. A vacancy will be deemed to occur upon the death, mental incapacity, or voluntary resignation of any Director, or upon such person ceasing to have the qualifications for a Director as defined in Section 3.1, or, at the discretion of the Board, as provided in Section 3.4 above.

3.6 Organizational Meeting and Conduct of Meetings. The first meeting of the Board shall be held immediately after the first annual meeting of the Association and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, provided that a majority of the whole Board shall be present thereat. At such meeting, the Board shall elect the officers of the Association for the ensuing year.

All meetings of the Board (whether organizational, regular or special) shall be conducted in accordance with the most current edition of Robert's Rules of Order Newly Revised. The Association shall provide each Director with a current copy of the Declaration, By-Laws, House Rules, and the Act.

Meetings may be conducted by any means of communication through which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting. If permitted by the Board, any Unit Owner may participate in a meeting conducted by a means of communication through which all participants may simultaneously hear each other during the meeting, provided that the Board may require that the Unit Owner pay for the costs associated with the participation.

3.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors of the Board, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each Director of the Board

personally or by first class mail, facsimile or electronic mail at least fourteen (14) business days, if practicable, prior to the day named for such meeting. Notice of all meetings of the Board shall be posted in prominent locations by the Managing Agent or a member of the Board within the Project seventy-two (72) hours prior to the meeting or, at the same time that notice is given to Directors.

3.8 Board Meetings Open to Owners. With the exception of executive sessions, all meetings of the Board shall be open to all members of the Association, and Association members who are not on the Board may participate in any deliberation or discussion unless a majority of a quorum of the Board determines that such non-Directors shall not so participate in the meeting.

3.9 Executive Session. The Board, with the approval of a majority of a quorum of the Directors, may adjourn a meeting and reconvene in private in executive session to discuss and vote upon matters: (1) concerning personnel; (2) concerning litigation in which the Association is or may become involved; (3) necessary to protect the attorney-client privilege of the Association; or (4) necessary to protect the interests of the Association while negotiating contracts, leases, and other commercial transactions. The general nature of any business to be considered in executive session shall first be announced in open session.

3.10 Special Meetings. Special meetings of the Board may be called by the President on three (3) business days' notice to each Director of the Board, given personally or by mail, facsimile transmission or electronic mail transmission (which notice shall state the time, place and purpose of the meeting), and on posting of notice as provided in Section 3.7 of these By-Laws. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors of the Board. Notwithstanding anything in these By-Laws to the contrary, to the extent permitted by applicable law, the Developer, when acting as the Board as provided in Section 1.2 of these By-Laws, may act without a formal meeting and without call or notice.

3.11 Waiver of Notice. Any Director of the Board may at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Directors of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.12 Quorum of Board. At all meetings of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a

quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

3.13 Minutes of Meetings. Minutes of meetings of the Board shall include the recorded vote of each Board member on all motions except motions voted on in executive session. Minutes of meetings of the Board shall be approved no later than the second succeeding regular meeting. Minutes of all meetings of the Board shall be available within seven (7) calendar days after approval, and unapproved final drafts of the minutes of a meeting shall be available within sixty (60) days after the meeting; provided that the minutes of any executive session may be withheld if their publication would defeat the lawful purpose of the executive session.

3.14 Compensation. No Director shall receive any compensation from the Association for acting as such, provided that, with the approval of Board, Directors shall be entitled to reimbursement for expenses actually incurred in serving as a Director, except that no reimbursement shall be permitted for travel expenses, Directors' fees and per diem expenses, unless Owners are informed and a majority of Owners approve such expenses. The Directors may, however, expend Association funds, which shall not be deemed to be compensation to the Directors, to educate and train themselves in subject areas directly related to their duties and responsibilities as Directors; provided that the approved annual operating budget shall include these expenses as separate line items.

3.15 Liability and Indemnity of the Board and Officers. The members of the Board and Officers shall not be liable to the Unit Owners for any mistake of judgment or otherwise except for their own individual gross negligence or willful misconduct. The Association shall obtain and maintain at the Association's expense a policy of directors' and officers' errors and omissions insurance covering the Board and Officers of the Association with minimum coverage in such amount as shall be determined by the Board.

The Association shall defend and indemnify each Director and Officer of the Association against all costs, expenses and liabilities, including the amount of judgments, amounts paid in compromise settlements and amounts paid for reasonable attorneys' fees and other related expenses which may be incurred by or imposed on the Directors and Officers in connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted, or threatened in which he may be involved as a party or otherwise by reason of his being or having been such Director or Officer, or by reason of any past or future action taken or authorized or approved by him or any omission to act as such Director or Officer, whether or not he continues to be such Director or Officer at the time of the incurring or imposition of such costs, expenses or liabilities, except such costs, expenses or liabilities as shall relate to matters as to which he is liable by reason of his gross negligence or willful misconduct toward the Association in the performance of his duties as such Director or Officer. As to whether or not a Director or Officer was liable by reason of gross negligence or willful misconduct toward the Association in the performance of his duties as such Director or

Officer, in the absence of such final adjudication of the existence of such liability, each Director and Officer may conclusively rely upon an opinion obtained by the Association's attorney. The foregoing right of indemnification shall not be exclusive of other rights to which any such Director or Officer may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and assigns of each such Director and Officer. Any policy of Director's and Officer's liability insurance shall require the insurer, at the inception of the policy and on each anniversary date thereof, to provide the Board with a written summary of the policy, in layman's terms. The summary shall include the type of policy, a description of the coverage and the limits thereof, the amount of annual premium, and renewal dates. The Board shall provide this information to each Unit Owner.

3.16 Conflict of Interest. A Director shall not vote at any Board meeting on any issue in which the Director has a conflict of interest. A Director who has a conflict of interest on any issue before the Board shall disclose the nature of the conflict of interest prior to a vote on that issue at the Board meeting, and the minutes of the meeting shall record the fact that a disclosure was made. "Conflict of interest", as used in this Section, means an issue in which a Director has a direct personal or pecuniary interest not common to other members of the Association.

3.17 Employees; Background Check. The Board, Managing Agent, or resident manager (if any), upon the written authorization of an applicant for employment as a security guard or resident manager or for a position that would allow the employee access to the keys of or entry into the Units or access to Association funds, may conduct a background check on the applicant or direct another responsible party to conduct the check. Before initiating or requesting a check, the Board, Managing Agent, or resident manager shall first certify that the signature on the authorization is authentic and that the person is an applicant for such employment. The background check, at a minimum, shall require the applicant to disclose whether the applicant has been convicted in any jurisdiction of a crime which would tend to indicate that the applicant may be unsuited for employment as an Association employee with access to Association funds or the keys of or entry into the Units, and the judgment of conviction has not been vacated.

For purposes of this Section, the criminal history disclosure made by the applicant may be verified by the Board, Managing Agent, resident manager, or other responsible party, if so directed by the Board, Managing Agent, or resident manager, by means of information obtained through the Hawaii criminal justice data center. The applicant shall provide the Hawaii criminal justice data center with personal identifying information, which shall include, but not be limited to, the applicant's name, social security number, date of birth, and gender. This information shall be used only for the purpose of conducting the criminal history record check authorized by this Section. Failure of the Association, Managing Agent, or resident manager to conduct or verify or cause to have conducted or verified a background check shall not alone give rise to any private cause of action against the Association, Managing Agent, or resident manager for acts and omissions of the employee hired.



### 3.18 Managing Agent.

(a) The Board shall employ a responsible Managing Agent duly qualified to act as a Managing Agent under the requirements of the Act to manage and operate the Project, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to said Managing Agent by the Board; provided that if the Developer or an affiliate of the Developer acts as the first Managing Agent, the term of any such management contract shall be limited to a duration of one (1) year, and such management contract shall be subject to termination by either party thereto on not more than sixty (60) days' written notice and shall not require the payment of any termination penalty by the Association. No Association employee shall engage in selling or renting Units in the Project, except Association-owned Units, unless such activity is approved by an affirmative vote of sixty-seven percent (67%) of the membership.

(b) The Managing Agent shall have such powers and duties as may be necessary or proper in connection with (i) supervision of the immediate management and operation of the Project, (ii) maintenance, repair, replacement and restoration of the Common Elements and any additions or alteration thereto; (iii) purchase, maintenance and replacement of any equipment, (iv) employment, supervision and dismissal of such personnel as it deems necessary for the maintenance and operation of the Project, (v) contracting with others for the furnishing of such services as it deems proper for the Project, (vi) preparation of a proposed budget and schedule of assessments, (vii) collection of assessments, and payment of bills to third parties, (viii) overseeing the purchase of such insurance as is contemplated by these By-Laws and/or by the Declaration, (ix) custody and control of all funds of the Association and the maintenance of books and records with respect thereto, and (x) the preparation and filing of financial reports (y) filing of any other applications or reports that may be required by governmental and non-governmental entities.

(c) The Board may, in its discretion, limit any of the powers herein granted to the Managing Agent or grant additional powers to the Managing Agent.

(d) Upon written request of any Unit Owner or the holder, insurer or guarantor of a mortgage of an interest in any Unit and upon payment of a reasonable charge therefor, the Managing Agent shall deliver to such party a certified statement of the status of the account of such Unit.

(e) The Managing Agent, subject to the direction of the Board, may represent the Unit Owners or any two or more Unit Owners similarly situated, as a class, in any action, suit, hearing, or other proceeding concerning the Unit Owners, the Common Elements, or more than one (1) Unit, or the Association, and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings, without prejudice to the rights of any Unit Owner individually to appear, sue or be sued.

(f) The Managing Agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

(g) The Managing Agent shall also maintain at its office a current and accurate copy of the Declaration, By-Laws, Condominium Map, House Rules and the Developer's Public Report for the Project as well as a copy of the form of the first conveyance document from the Developer. Copies of these documents will be made available to Owners, prospective buyers and their respective agents during normal business hours, upon payment to the Managing Agent of a reasonable charge to defray any administrative or duplication costs. If the Project at any time is not managed by a Managing Agent, the foregoing requirements shall be undertaken by a person or entity, if any, employed by the Association, to whom this function shall be delegated.

3.19 Fidelity Bonds. The Board shall obtain a fidelity bond covering the acts of the Managing Agent and all members of the Board, trustees, officers, employees and volunteers of the Association handling or responsible for handling funds belonging to or administered by the Association, naming the Association as obligee and providing coverage in the amount required under the Act. The Association shall provide evidence of the fidelity bond to the Real Estate Commission of the State of Hawaii upon request. The premiums on such bond shall constitute a Common Expense. The Managing Agent shall likewise obtain a fidelity bond in the amount required by the Act and shall provide evidence of the same to the Association. The bond shall contain a provision that the bond cannot be canceled or substantially modified except by giving the Association, each Owner and each mortgagee or servicer of a mortgage on each Unit notice of such cancellation or modification.

3.20 Condominium Documents for Board Members. The Association, at its own expense, shall provide all Board members with a current copy of the Declaration, By-Laws, House Rules, if any, and annually, a copy of the Act with amendments.

#### 4. OFFICERS.

4.1 Designation. The principal officers of the Association shall be the President, the Secretary, and the Treasurer, all of whom shall be elected by the Board. The Board of Directors may designate and elect such other officers as in its judgment may be necessary. No Owner shall act as an officer of the Association and an employee of the Managing Agent.

4.2 Election of Officers. The officers of the Association shall be elected annually at the annual meeting of each new Board and shall hold office at the pleasure of the Board.

4.3 Removal of Officers. Upon the affirmative vote of a majority of the Directors of the Board, any officer of the Association may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board, called for such purpose.

4.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are incident to the office of a president of a corporation organized under the laws of the State of Hawaii, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. He shall also have such other powers and duties as may be provided by these By-Laws or assigned to him from time to time by the Board.

4.5 Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board. He shall see that all notices are given in accordance with these By-Laws. The Secretary shall also have charge of such documents, books, and records of the Association as the Board may direct; and shall, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of the State of Hawaii. The duties of the Secretary may be delegated to and performed by the Managing Agent.

4.6 Treasurer. The Treasurer shall keep the financial records and books of account of the Association showing all receipts and disbursements, and shall be responsible for the preparation of all required financial data and reports. He shall be responsible for the deposit of all moneys and other valuable effects of the Association in such depositories as may from time to time be designated by the Board; and he shall, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of the State of Hawaii. The duties of the Treasurer may be delegated to the Managing Agent or any outside accounting organization.

4.7 Audit.

(a) The Association shall require an annual audit of the Association financial accounts and no less than one annual unannounced verification of the Association's cash balance by a public accountant; provided that, the annual audit and the annual unannounced cash balance verification may be waived by a majority vote of all Unit Owners taken at an Association meeting.

(b) The Board shall make available a copy of the annual audit to each Unit Owner at least thirty (30) days prior to the annual meeting which follows the end of

the fiscal year. The Board shall not be required to submit a copy of the annual audit report to an Owner if the proxy form issued pursuant to Section 2.8(b) herein is not marked to indicate that the Owner wishes to obtain a copy of the report. If the annual audit has not been completed by that date, the Board shall make available:

(1) An unaudited year end financial statement for the fiscal year to each Unit Owner at least thirty (30) days prior to the annual meeting; and

(2) The annual audit to all Owners at the annual meeting, or as soon as the audit is completed, but not later than six (6) months after the annual meeting.

(c) If the Association's fiscal year ends less than two (2) months prior to the convening of the annual meeting, the year-to-date unaudited financial statement may cover the period from the beginning of the Association's fiscal year to the end of the month preceding the date on which notice of the annual meeting is mailed.

4.8 Execution of Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, certificates, deeds, leases, checks and other instruments of the Association, including any amendments to these By-Laws, shall be signed by the President and one other officer of the Association, or such other person or persons as may be designated by the Board of Directors, provided that no officer, though he may hold more than one office, shall sign any instrument in more than one capacity.

4.9 Compensation of Officers. Except as specifically authorized by the adopted Association budget or a majority of Unit Owners at a regular or special meeting, no officer shall receive any compensation from the Association for acting as such.

## 5. REPAIR, MAINTENANCE, ALTERATIONS AND USE.

5.1 Repair and Maintenance of Units and Limited Common Elements. Each Owner shall, at the Owner's expense, keep the Unit and all Limited Common Elements appurtenant thereto, including but not limited to the Yard Area, in good order, condition, and repair. Each Owner shall also perform promptly all repair, maintenance and alteration work to his Unit the omission of which, as determined by the Board, would adversely affect any Common Element, any other Unit, or the exterior appearance of the Project, and shall be responsible for all loss and damage caused by his failure to do so.

5.2 Repair and Maintenance of Common Elements. Except as otherwise provided herein or in the Declaration, all maintenance, repairs and replacements of the Common Elements shall be made by the Association at the direction of the Board and be charged to all the Owners as a Common Expense; provided that (a) the costs of maintenance, repairs and replacements necessitated by the negligence, misuse or neglect of an identified Unit Owner shall be charged to such Unit Owner as a special



assessment constituting a lien on such Owner's Unit in accordance with Section 6.4 hereof, and (b) all costs of maintenance, repair, replacement, additions and improvements to any Limited Common Element shall be charged to the Owner of the Unit to which such Limited Common Element is appurtenant as a special assessment constituting a lien on such Unit in accordance with Section 6.4 hereof.

### 5.3 Access Through Units.

(a) Each Unit Owner shall afford to the Association and the other Unit Owners, and to employees, independent contractors, or agents of the Association or other Unit Owners, during reasonable hours, access through the Owner's Unit reasonably necessary to carry out the purposes of Section 5.1 and Section 5.2 herein. Unless entry is made pursuant to Sub-Section (b) below, if damage is inflicted on the Common Elements or on any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association, if it is responsible, is liable for the prompt repair thereof; provided that the Association shall not be responsible to pay the costs of removing or replacing any finished surfaces or other barriers that impede its ability to maintain and repair the Common Elements.

(b) The Association shall have the irrevocable right, to be exercised by the Board, to have access to each Unit at any time as may be necessary for making emergency repairs to prevent damage to the Common Elements or to another Unit or Units.

5.4 Additions or Alterations by Unit Owners. Unit Owners shall be permitted to make additions and alterations to their Units in accordance with Section 19 of the Declaration; provided, however, that no Unit Owner shall do any work to his Unit that may jeopardize the soundness or safety of the Project, reduce the value thereof, or impair any easement, as reasonably determined by the Board.

### 5.5 Additions or Alterations by the Association.

(a) Whenever in the judgment of the Board the Common Elements shall require additions or alterations, the Board may proceed with such additions or alterations and shall assess all Owners for the cost thereof as a Common Expense subject to the provisions of the Declaration.

(b) Except as otherwise provided herein or in the Declaration, restoration, replacement, alteration of or addition to the Common Elements different in any material respect from the Condominium Map, shall be undertaken by the Association only pursuant to an amendment of the Declaration, duly executed by or pursuant to the affirmative vote or written consent of Owners of Units to which are appurtenant at least sixty-seven percent (67%) of the Common Interest, and in accordance with complete plans and specifications therefore first approved in writing by the Board; and promptly upon completion of such restoration, replacement or construction, the Association shall duly record such amendment, together with a

complete set of plans reflecting such alteration certified as built by a licensed architect, engineer, or surveyor.

5.6 Exemptions For Persons With Disabilities. Notwithstanding anything to the contrary contained in these By-Laws, the Declaration or the House Rules, Owners with disabilities shall be permitted to make reasonable modifications to their Units and/or Common Elements, at their expense (including the cost of obtaining any bonds required by the Declaration, these By-Laws or the Act), if such modifications are necessary to enable them to use and enjoy their Units and/or the Common Elements, as the case may be, provided that any Owner with a disability desiring to make such modifications shall make such request, in writing, to the Board of Directors. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications. The Board of Directors shall not unreasonably withhold or delay their consent to such request, and any such request shall be deemed to be granted if not denied in writing, within sixty (60) days of the Board's receipt thereof, or within sixty (60) days of the Board's receipt of additional information reasonably required in order to consider such request, whichever shall last occur. Nothing contained in this Section shall exempt an Owner from making all amendments to these By-Laws, the Declaration or the Condominium Map necessitated by any changes under this Section.

5.7 Use.

(a) Each Unit in the Project shall be used only for the purposes set forth in the Declaration.

(b) The Units and appurtenant Yard Areas shall be maintained in a neat, attractive, and sanitary condition.

(c) All Common Elements of the Project shall be used only for their respective purposes as designed and as set forth in the Declaration, subject to any requirements set forth in the Act.

(d) No Unit Owner shall make or permit to be made any noise by himself or his tenants, employees, guests, or invitees, which will unreasonably annoy or interfere with the rights, comfort or convenience of other Owners or occupants of the Project; provided however, that Unit Owners are permitted to make noise that is directly related to the Unit Owner's permitted use of their Unit and appurtenant Yard Area as set forth in the Declaration.

(e) Every Unit Owner and occupant shall at all times keep his Unit and the Limited Common Elements appurtenant thereto 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 or the Association for the time being applicable to the use of the Project.

(f) No refuse, garbage or trash of any kind shall be thrown, placed or kept within any Yard Areas, or within any Common Elements of the Project outside of the area(s) provided for such purpose.

(g) Nothing shall be allowed, done or kept in any Unit or Common Element of the Project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

(h) No Unit Owner or occupant shall place, store or maintain on common walkways, common roadways or other common access areas any furniture, packages or objects of any kind or otherwise obstruct transit through such walkways, roadways or other access areas.

(i) No Unit Owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his Unit or the Project nor alter or remove any furniture, furnishings or equipment of the Common Elements.

## 6. COMMON EXPENSES, UNIT EXPENSES AND TAXES.

6.1 Common Expenses Defined. Common expenses means and includes all sums designated in the Declaration or in these By-Laws as Common Expenses, all sums incurred by or on behalf of the Board of Directors in the conduct and management of the affairs of the Association pursuant to the Declaration and these By-Laws, and such amounts as the Board of Directors deems proper to maintain an adequate reserve fund for the operation and maintenance of the Project.

6.2 Assessments of Common Expenses. Except as otherwise provided in the Declaration or these By-Laws, each Unit Owner shall be liable for and pay a share of the Common Expenses in proportion to the Common Interest appurtenant to his Unit. Assessments of Common Expenses shall be payable in such amounts and at such times as shall be determined by the Board of Directors.

### 6.3 Budget and Reserves.

(a) The Board of Directors shall prepare and adopt an annual operating budget and distribute it, or make it available, to the Unit Owners. The operating budget shall be used to determine the amount of assessments payable by the Unit Owners as provided herein. The budget shall include the estimated revenues and operating expenses of the Association, including funding for estimated replacement reserves needed to maintain the Project as reasonably determined by the Board.

(b) Neither the Association nor any Unit Owner, Director, officer, Managing Agent, or employee of the Association who makes a good faith effort to calculate the estimated replacement reserves for the Association shall be liable if the estimate subsequently proves incorrect.

#### 6.4 Default in Payment of Assessments.

(a) Each assessment shall be the separate, distinct and personal debt and obligation, as of the date of assessment, of the Owner against whom the same is assessed and, in the case of a Unit owned by more than one person, shall be the joint and several obligation of such co-owners. Any assessment not paid within ten (10) days after the due date thereof shall accrue interest at the rate of twelve percent (12%) per annum from such due date until paid and shall be subject to the assessment of such late charge as may be from time to time determined by the Board of Directors. All unpaid amounts of such assessments (or any other assessments provided for in the Declaration or these By-Laws) against any Unit or Unit Owner shall constitute a lien on such Unit or such Owner's Unit prior to all other liens, except:

(1) Liens for taxes and assessments lawfully imposed by governmental authority against the Unit; and

(2) All sums unpaid on any mortgage of record that was recorded prior to the recordation of a notice of a lien by the Association, and costs and expenses including attorneys' fees provided in such mortgage.

Such lien for an unpaid assessment may be foreclosed by an action brought by the Association or by its Managing Agent on behalf of the Association, as provided by the Act in like manner as the foreclosure of a mortgage of real property. The Association or the Managing Agent, acting on behalf of the Association, shall be entitled to bid on such Unit at the foreclosure sale and to acquire, hold, lease, mortgage and convey such Unit. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing such assessments.

(b) In the event of a default or defaults in payment of any such assessment or assessments, and in addition to any other remedies the Board of Directors may have, the Board of Directors may enforce each such obligation as follows:

(1) By suit or suits at law to enforce such assessment obligation. Each such action may be instituted by the Board or the Managing Agent (if so authorized by the Board in writing), on behalf of the Association. Any judgment rendered in favor of the Association in any such action shall include reasonable attorneys' fees and costs. Upon full satisfaction of any such judgment, the Board shall execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(2) At any time after the occurrence of any such default, the Board or the managing agent may give a notice to the defaulting Unit Owner stating the date and amount of the delinquency. If the delinquent amount is not paid within ten (10) days after delivery or mailing of such notice, the Board or the Managing Agent may record a notice of lien against the Unit of such delinquent Unit Owner. Any such notice of lien shall be signed and acknowledged by the Board, the attorney for the Association,



or the Managing Agent. Irrespective of whether or not such a notice of lien is recorded, the Board shall have all remedies provided in these By-Laws, the Declaration and the Act on account of the occurrence of any such default. Each default shall constitute a separate basis for a notice of lien, but a single notice of lien may be filed with respect to more than one default.

If any notice of lien is filed as aforesaid and thereafter the Board receives payment in full of the amount claimed to be due and owing (including accrued interest, late fees and any costs of enforcement and/or attorneys' fees) then upon demand of the Unit Owner and payment of a reasonable fee, the Board, the attorney for the Association, or the Managing Agent, shall execute, acknowledge and deliver to the Owner a release of lien.

#### Section 6.5 Assessment Disputes.

(a) No Unit Owner shall withhold any assessment claimed by the Association.

(b) A Unit Owner who pays the Association the full amount claimed by the Association may file in small claims court or require the Association to mediate to resolve any disputes concerning the amount or validity of the Association's claim. If the Unit Owner and the Association are unable to resolve the dispute through mediation, either party may file for arbitration under Section 9.14 of these By-Laws or part VI of the Act, whichever is applicable. The Unit owner shall be entitled to a refund of any amounts paid to the Association which are not owed.

6.6 Waiver. The failure of the Board to insist in any one or more instances upon a strict performance of or compliance with any of the covenants of the Owner hereunder or to exercise any right or option herein contained or to serve any notice or to institute any action or summary proceeding shall not be construed as a waiver or a relinquishment for the future, of such covenant, option or right, but such covenant, option or right shall continue and remain in full force and effect. The receipt by the Board of any sum paid by the Owner hereunder, with or without knowledge by the Board of the breach of any covenant hereof, shall not be deemed a waiver of such breach; and no waiver, express or implied, by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the President pursuant to authority of the Board.

6.7 Liability of Acquirer of Title on Foreclosure for Unpaid Common Expenses. Except as otherwise provided by the Act, where the Unit mortgagee of a mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure on the mortgage, the acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to the Unit which became due prior to the acquisition of title to the Unit by the acquirer. The unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including the acquirer, his successors,

and assigns. The Unit mortgagee of a mortgage of record or other purchaser of a Unit shall be deemed to acquire title and shall be required to pay the Unit's share of Common Expenses and assessments in accordance with the Act.

6.8 Joint and Several Liability of Grantor and Grantee for Unpaid Common Expenses. In the case of a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantor or grantee is, however, entitled to a statement from the Board setting forth the amount of the unpaid assessments against the grantor, and except as to the amount of subsequently dishonored checks mentioned in such statement as having been received within the thirty-day period immediately preceding the date of such statement, the grantee is not liable for, nor is the Unit conveyed subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

6.9 Waiver of Use of Common Elements; Abandonment of Unit. No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

6.10 Taxes and Assessments. Each Owner of a Unit shall be obligated to have the real property taxes for such Unit and its appurtenant interest in the Common Elements assessed separately by the proper governmental authority and to pay the amount of such real property taxes so determined. The foregoing sentence shall apply to all types of taxes which now are or may hereafter be assessed separately by law on each Unit and the Common Interest in the Common Elements appertaining thereto or the personal property or any other interest of the Owner. Each Owner shall execute such documents and take such action as may be reasonably specified by the Board to facilitate dealing with the proper governmental authority regarding such taxes and assessments. Each Owner shall be obligated to pay to the Board his proportionate share of any assessment by the Board for any portion of taxes or assessments, if any, assessed against the entire Project or any part of the Common Elements as a whole and not separately, such payment to be made as directed by the Board. If, in the opinion of the Board, any taxes or assessments may be a lien on the entire Project or any part of the Common Elements, the Board may pay such taxes or assessments as part of the Common Expenses. Such assessments by the Board are secured by the lien created by Section 6.4 hereof.

6.11 Utility Expenses. The cost of utility services to any Unit which are separately metered or check metered shall be payable by the Owner of such Unit, payable directly to the utility company if a separate bill is rendered, or otherwise added to his share of Common Expenses. For all utility expenses not separately metered or check metered, the Board shall fairly and equitably allocate such utility expenses based upon consumption and cost of utilities.

6.12 Collection from Tenant. If the Owner of a Unit rents or leases the Unit and is in default for thirty (30) days or more in the payment of the Unit's share of the Common Expenses, the Board, for as long as the default continues, may demand in writing and collect each month from any tenant occupying the Unit or rental agent renting the Unit, an amount sufficient to pay all sums due from the Unit Owner to the Association in accordance with the requirements of the Act.

6.13 Alternative to Foreclosure. In conjunction with, or as an alternative to, the foreclosure proceedings under Section 6.4 above, the Association may, in accordance with the requirements of the Act, authorize the managing agent or the Board to terminate the delinquent Unit's access to the Common Elements and cease supplying the delinquent Unit with any and all services normally supplied or paid for by the Association. Any terminated services and privileges shall be restored upon payment of all delinquent assessments but need not be restored until payment in full is received.

6.14 Attorneys' Fees and Expenses of Enforcement.

(a) All costs and expenses, including reasonable attorneys' fees and costs, incurred by or on behalf of the Association by the Board for:

- (1) Collecting any delinquent assessments against any Owner's Unit;
- (2) Foreclosing any lien thereon;
- (3) Enforcing any provision of the Declaration, By-Laws, House Rules and/or the Act; or
- (4) Enforcing the Rules of the Real Estate Commission;

against an Owner, occupant, tenant, employee of an owner, or any person who may in any manner use the Project, shall be promptly paid on demand to the Board by such person or persons; provided that if the claims upon which the Board takes any action are not substantiated, all costs and expenses, including reasonable attorneys' fees and costs, incurred by any such person or persons as a result of the action of the Board, shall be promptly paid on demand to such person or persons by the Board on behalf of the Association, as a Common Expense.

(b) If any claim by an Owner is substantiated in any action against the Association, any of its officers or Directors, or the Board to enforce any provision of the Declaration, these By-Laws, the House Rules, or the Act, then all reasonable and necessary expenses, costs and attorneys' fees incurred by such Owner shall be awarded to such Owner; provided that no such award shall be made in any derivative action unless the requirements of Section 514B-157, Hawaii Revised Statutes are complied with.

(c) Any holder, insurer or guarantor of a mortgage on any Unit may file a written demand for notice with the Board through the Secretary of the Association or the Managing Agent; upon filing such demand, such party shall be entitled to receive written notice from the Board of any default by the Owner of such Unit arising under the Declaration, By-Laws or House Rules, which default has continued for not less than sixty (60) days.

#### 6.15 Financial Records.

(a) The Board, or the Managing Agent at the direction and under the supervision of the Board, shall maintain, at the Project or at such other place within the State of Hawaii as may be designated by the Board, accurate and detailed books of account and other financial records, including the receipts and expenditures affecting the Common Elements, in chronological order specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The Board or Managing Agent shall also keep monthly statements indicating the total and current delinquent dollar amount of any unpaid assessments for Common Expenses. The financial records of the Association, including such records, invoices, correspondence, vouchers and statements, shall be available at all reasonable and convenient hours of business weekdays for examination and copying by any Owner at his cost.

(b) Neither the Board nor Managing Agent shall, by oral instructions over the telephone, transfer any Association funds between accounts including, but not limited to, the general operating account and the reserve fund account.

(c) The funds in the general operating account of the Association shall not be commingled with funds of other activities, such as rental operations, nor shall the Managing Agent commingle any Association funds with its own funds. The Managing Agent shall keep and disburse funds collected on behalf of the Owners in strict compliance with any agreement made with the Owners, Chapter 467 of the Hawaii Revised Statutes, and other applicable laws.

#### 6.16 Deposits in Financial Institutions.

(a) All funds collected by the Association or by the Managing Agent, shall be:

(1) Deposited in a financial institution located in the State whose deposits are insured by an agency of the United States government;

(2) Held by a corporation authorized to do business under Article 8 of Chapter 412, Hawaii Revised Statutes;

(3) Held by the United States Treasury;



(4) Purchased in the name of and held for the benefit of the Association through a securities broker that is registered with the Securities and Exchange Commission, that has an office in the State, and the accounts of which are held by member firms of the New York Stock Exchange or National Association of Securities Dealers and insured by the Securities Insurance Protection Corporation; or

(5) Placed through a federally insured financial institution located in the State for investment in certificates of deposit issued through the Certificate of Deposit Account Registry Service in federally insured financial institutions located in the United States.

(b) All funds collected by the Association or by the Managing Agent shall be invested only in:

(1) Deposits, investment certificates, savings accounts, and certificates of deposit;

(2) Obligations of the United States government, the State of Hawaii, or their respective agencies;

(3) Mutual funds comprised solely of investments in the obligations of the United States government, the State of Hawaii, or their respective agencies; or

(4) Certificates of deposit issued through the Certificate of Deposit Account Registry Service in an amount at least equal in their market value, but not to exceed their par value, to the amount of the deposit with the depository;

provided that before any investment longer than one (1) year is made by the Association, the Board must approve the action; and provided further that the Board must clearly disclose to Owners all investments longer than one (1) year at each year's Association annual meeting.

6.17 Notification of Maintenance Fee Increases or Special Assessments. The Board, either directly or through its Managing Agent or resident manager, shall notify the Unit Owners in writing of maintenance fee increases at least thirty (30) days prior to such an increase.

## 7. MORTGAGES.

7.1 Notice to Board. A Unit Owner who mortgages his interest in a Unit shall notify the Board of the name and address of his mortgagee and within ten (10) days after the execution of the same shall file a copy of the mortgage with the Board; the Board shall maintain such information in the records of the Association, provided that the Board shall have no affirmative obligation to monitor the mortgaging of Units.

7.2 Notice of Unpaid Common Expenses. The Board, whenever so requested in writing by an Owner or the holder, insurer or guarantor of any mortgage of an interest in an Unit, shall, upon receipt of payment of a reasonable charge therefor, promptly report any then unpaid assessments for Common Expenses due from the Owner of the Unit involved.

7.4 Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying Common Expenses or other default, shall send a copy of such notice to each holder, insurer or guarantor of a mortgage covering such Unit or interest therein who has requested such notice in writing.

7.4 Examination of Books. Each Owner and each holder, insurer or guarantor of any mortgage of an interest in a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days. Upon written request, each Owner and each holder, insurer or guarantor of any mortgage of an interest in a Unit shall be entitled to a copy of budgets, audited financial statements (including those for the preceding fiscal year) and other such reports prepared in connection with the Project upon payment of a reasonable charge therefor.

7.5 Mortgagee Protection. Notwithstanding all other provisions hereof:

(a) Except to the extent that a notice of lien is recorded prior to the recording of any mortgage as otherwise provided in the Act, the liens created hereunder upon any Unit and its appurtenant interests in the Common Elements shall be subject and subordinate to, and shall not affect the rights of, the holder of any indebtedness secured by any recorded mortgage under such interests made for value, provided that after the foreclosure of any such mortgage there shall be a lien upon the interests of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such Unit if falling due after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same manner as provided in Section 6.4 herein; and

(b) No amendment to this Section 7.5 shall affect the rights of the holder of any such mortgage recorded in said Bureau of Conveyances prior to the recording of such amendment who does not join in the execution thereof.

7.6 Request for Notice. Upon written request to the Association, any holder, insurer, or guarantor of a first mortgages on a Unit shall be provided written notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders; provided that said request shall state the name and address of said holder, insurer, or guarantor, and the Unit number or address upon which it has, insures or guarantees a mortgage.

7.7 Release of Information. The Board may provide any information available to it pertaining to a Unit or the Project to the first mortgagee of such Unit and such mortgagee may provide any information to the Board regarding the mortgagor, the mortgagor's loan and the status of such loan.

## 8. ASSOCIATION RECORDS.

8.1 Generally. The Association shall keep financial and other records sufficiently detailed to enable the Association to comply with requests for information and disclosures related to resale of Units. Except as otherwise provided by law, all financial and other records shall be made reasonably available for examination by any Unit Owner and the Owner's authorized agents. Association records shall be stored on the Island of Oahu; provided that if original records, including but not limited to invoices, are required to be sent off-island, copies of the records shall be maintained on the Island of Oahu.

### 8.2 Records to be Maintained.

(a) An accurate copy of the Declaration, these By-Laws, the House Rules, a sample Unit Deed, and all Developer's Public Reports and any amendments thereto, shall be kept at the Managing Agent's office. The Managing Agent shall provide copies of those documents to Owners, prospective purchasers and their prospective agents during normal business hours, upon payment to the Managing Agent of a reasonable charge to defray any administrative or duplicating costs. In the event that the Project is not managed by a Managing Agent, the foregoing requirements shall be undertaken by a person or entity, if any, employed by the Association, to whom this function is delegated.

(b) The Managing Agent or the Board 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. The Managing Agent or the Board shall also keep monthly statements indicating the total current delinquent dollar amount of any unpaid assessments for Common Expenses.

(c) Subject to Section 8.1 above, all records and the vouchers authorizing the payments and statements shall be kept and maintained at the address of the Project, or elsewhere within the State as determined by the Board.

(d) The Developer or affiliate of the Developer, Board, and Managing Agent shall ensure that there is a written contract for managing the operation of the Project, expressing the agreements of all parties including but not limited to financial and accounting obligations, services provided, and any compensation arrangements, including any subsequent amendments. Copies of the executed contract and any amendments shall be provided to all parties to the contract.

(e) The Managing Agent or resident manager, if any, or the Board shall keep an accurate and current list of members of the Association 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, and a copy shall be available, at cost, to any member of the Association who furnishes to the Managing Agent or resident manager or the Board a duly executed and acknowledged affidavit stating that the list:

(1) Will be used by such Owner personally and only for the purpose of soliciting votes or proxies, or for providing information to other Owners with respect to Association matters; and

(2) Shall not be used by the Owner or furnished to anyone else for any other purpose.

The Board may prohibit commercial solicitations.

### 8.3 Availability; Disposal; Prohibitions.

(a) The Association's most current financial statement shall be provided to any interested Unit Owner at no cost or on twenty-four-hour loan, at a convenient location designated by the Board. The meeting minutes of the Board of Directors, once approved, for the current and prior year shall either:

(1) Be available for examination by Unit Owners at no cost or on twenty-four-hour loan at a convenient location at the Project, to be determined by the Board of Directors; or

(2) Be transmitted to any Unit Owner making a request for the minutes, by the Board of Directors, the Managing Agent, or the Association's representative, within fifteen (15) days of receipt of the request; provided that the minutes shall be transmitted by mail, electronic mail transmission, or facsimile, by the means indicated by the Owner, if the Owner indicated a preference at the time of the request; and provided further that the Owner shall pay a reasonable fee for administrative costs associated with handling the request.

Costs incurred by Unit Owners pursuant to this section shall be subject to Section 8.4 below.

(b) Financial statements, general ledgers, the accounts receivable ledger, accounts payable ledgers, check ledgers, insurance policies, contracts, and invoices of the Association for the duration those records are kept by the Association and delinquencies of ninety (90) days or more shall be available for examination by Unit Owners at convenient hours at a place designated by the Board; provided that:



(1) The Board may require Owners to furnish to the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interests of the Association or its members or both; and

(2) Owners shall pay for administrative costs in excess of eight (8) hours per year.

Copies of these items shall be provided to any Owner upon the Owner's request; provided that the Owner pays a reasonable fee for duplication, postage, stationery, and other administrative costs associated with handling the request.

(c) After any Association meeting, and not earlier, Unit Owners shall be permitted to examine proxies, tally sheets, ballots, Owners' check-in lists, and the certificate of election; provided that:

(1) Owners shall make a request to examine the documents within thirty (30) days after the Association meeting;

(2) The Board may require Owners to furnish to the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interest of the Association or its members or both; and

(3) Owners shall pay for administrative costs in excess of eight (8) hours per year.

If there are no requests to examine proxies and ballots, the documents may be destroyed thirty (30) days after the Association meeting. If there are requests to examine proxies and ballots, the documents shall be kept for an additional sixty (60) days, after which they may be destroyed. Copies of tally sheets, Owners' check-in lists, and the certificates of election from the most recent Association meeting shall be provided to any Owner upon the Owner's request, provided that the Owner pays a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request.

(d) The Managing Agent shall provide copies of Association records maintained pursuant to this Section and Sections 8.1 and 8.2 above to Owners, prospective purchasers and their prospective agents during normal business hours, upon payment to the Managing Agent of a reasonable charge to defray any administrative or duplicating costs. If the Project is not managed by a Managing Agent, the foregoing requirements shall be undertaken by a person or entity, if any, employed by the Association, to whom this function is delegated.

(e) Prior to the organization of the Association, any Unit Owner shall be entitled to inspect as well as receive a copy of the management contract from the entity that manages the operation of the Project.

(f) Owners may file a written request with the Board to examine other documents. The Board shall give written authorization or written refusal with an explanation of the refusal within thirty (30) calendar days of receipt of the request.

(g) The Association may comply with this part by making information available to Unit Owners, at the option of each Unit Owner and at no cost to the Unit Owner for downloading the information, through an Internet site.

(h) A Managing Agent retained by the Associations may dispose of the records of the Association which are more than five (5) years old, except for tax records, which shall be kept for seven (7) years, without liability if the Managing Agent first provides the Board with written notice of the Managing Agent's intent to dispose of the records if not retrieved by the Board within sixty (60) days, which notice shall include an itemized list of the records proposed to be disposed.

(i) No person shall knowingly make any false certificate, entry, or memorandum upon any of the books or records of the Managing Agent or the Association. No person shall knowingly alter, destroy, mutilate, or conceal any books or records of the Managing Agent or the Association.

8.4 Cost of Providing Information. No Unit Owner who requests legal or other information from the Association, the Board, the Managing Agent, or their employees or agents, shall be charged for the reasonable cost of providing the information unless the Association notifies the Unit Owner that it intends to charge the Unit Owner for the reasonable cost. The Association shall notify the Unit Owner in writing at least ten (10) days prior to incurring the reasonable cost of providing the information, except that no prior notice shall be required to assess the reasonable cost of providing information on delinquent assessments or in connection with proceedings to enforce the law or the Association's governing documents.

After being notified of the reasonable cost of providing the information, the Unit Owner may withdraw the request, in writing. A Unit Owner who withdraws a request for information shall not be charged for the reasonable cost of providing the information.

## 9. GENERAL PROVISIONS.

9.1 House Rules. Each Owner recognizes the right of the Board from time to time to establish and amend such uniform rules and regulations as the Board may deem necessary for the management and control of the Project, including the Common Elements and Limited Common Elements and, as may be necessary for the protection of the Project and the Units ("House Rules"). Each Owner agrees that the Owner's rights under the Declaration and By-Laws shall be in all respects subject to appropriate

House Rules consistent with the foregoing, which shall be taken to be a part hereof; and the Owner agrees to obey all such House Rules as the same now are or may from time to time be amended, and see that the same are faithfully observed by the invitees, guests, contractors, vendors, suppliers, employees and tenants of the Owner. The House Rules shall uniformly apply to and be binding upon all occupants of the Units. The following provisions shall govern the promulgation of the House Rules authorized herein, which shall include the establishment of a system of fines and penalties:

(a) The Board shall have the power to adopt such House Rules, including any amendments thereof, as are consistent with and in furtherance of existing law, these By-Laws and the Declaration, together with a list of specific fines and penalties for the violation of a rule or rules by any Owner. Upon the vote or written consent of a majority of the Board, such House Rules or amendments shall take effect thirty (30) days after mailing a copy of such House Rules and fines and penalties to the Owners.

(b) Any House Rules promulgated pursuant to this Section shall provide that no fine or penalty shall be levied without following specified procedures, which procedures shall include providing the Owner notice and a cure period.

9.2 Abatement and Enjoinment of Violations by Unit Owners. The violation of any House Rules, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration shall give the Board the right, in addition to any other rights set forth in these By-Laws:

(a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees and costs, shall be borne by the defaulting Unit Owner; provided, however, that the Board shall not summarily alter or demolish any improvements constructed by an Owner without first initiating judicial proceedings.

9.3 Disposition of Unclaimed Possessions.

(a) When personalty in or on the Common Elements of a Project has been abandoned, the Board may sell the personalty in a commercially reasonable manner, store the personalty at the expense of its Owner, donate the personalty to a charitable organization, or otherwise dispose of the personalty in its sole discretion; provided that no sale, storage, or donation shall occur until sixty (60) days after the Board complies with the following:

- (1) The Board notifies the Owner in writing of:
  - (i) The identity and location of the personalty; and
  - (ii) The Board's intent to so sell, store, donate, or dispose of the personalty.

Notification shall be by certified mail, return receipt requested, to the Owner's address as shown by the records of the Association or to an address designated by the Owner for the purpose of notification or, if neither of these is available, to the Owner's last known address, if any; or

- (2) If the identity or address of the Owner is unknown, the Board shall first advertise the sale, donation, or disposition at least once in a daily paper of general circulation within the City and County of Honolulu.

- (b) The proceeds of any sale or disposition of personalty under subsection (a), after deduction of any accrued costs of mailing, advertising, storage, and sale, shall be held for the Owner for thirty (30) days. Any proceeds not claimed within this period shall become the property of the Association.

9.4 Owners May Incorporate. All of the rights, powers, obligations and duties of the Owners set forth hereunder may be exercised and enforced by a non-profit, membership corporation, formed under applicable laws for the purposes herein set forth by the Association. Said corporation shall be formed upon approval of the Board. The formation of said corporation shall in no way alter the terms, covenants and conditions set forth herein and the Articles and By-Laws of said corporation shall be subordinated hereto and controlled hereby. Any action taken by said corporation which said action is in violation of any or all of the terms, covenants or conditions contained herein shall be void and of no effect. Nothing contained herein shall prohibit the Board on behalf of the Association from forming a non-profit corporation for the purpose of holding title to real property.

9.5 Sales or Rental Activities by Employees of The Association. Unless authorized by a vote of the Unit Owners owning not less than sixty-seven percent (67%) of the Common Interests, employees of the Association shall not, except as to any Unit owned by the Association, act as sales or rental agents with respect to Units in the Project.

9.6 Notices. Except as otherwise expressly provided herein, all notices hereunder shall be sent by first class mail, postage prepaid. Notices to the Board shall be sent in care of the Managing Agent. Notices to any Owner shall be sent to the Project or to such other address as may have been designated by him from time to time, in writing, to the Board. Notices to mortgagees of Units shall be sent to their respective addresses, as designated by them from time to time, in writing, to the Board.

All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

9.7 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provisions thereof.

9.8 Gender. The use of any gender in these By-Laws shall be deemed to include either or both genders and the use of the singular shall be deemed to include the plural whenever the context so requires.

9.9 Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

9.10 Interpretation. The provisions of these By-Laws shall be liberally construed to effectuate the purpose of creating a uniform condominium property regime whereby the Owners of Units shall carry out and pay for the operation and maintenance of the Project as a mutually beneficial and efficient establishment.

9.11 Amendment. The provisions of these By-Laws, other than this paragraph, may be amended at any time by the vote or written consent of the Owners of Units to which are appurtenant at least sixty-seven percent (67%) of the total Common Interest, which amendment shall be effective upon the recording in said Bureau of Conveyances of an instrument in writing, signed and acknowledged by such Owners or by two (2) officers of the Association; provided, however, that each one of the particulars set forth in Section 514B-108 of the Act shall always be embodied in these By-Laws; and provided further that the Developer shall have the reserved right to unilaterally amend these By-Laws for the purpose of complying with any applicable State, Federal or County law, or for the purpose of incorporating requirements imposed by any institutional mortgage lender or by the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, U.S. Department of Housing and Urban Development or Veterans Administration, or for the purpose of bringing the Project and/or these By-Laws into compliance with the laws and rules of any other jurisdiction in which the Developer intends to register, market or sell Units. Each and every party acquiring an interest in the Project, by such acquisition, consents to such amendments as described in the preceding sentence and agrees to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints the Developer and its assigns his attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be effected by the disability of such party or parties. Further, no amendment to the Declaration or these By-Laws that affects the Developer's reserved rights contained within the Declaration shall be valid, unless consented to by the Developer in writing.



9.12 Restatement of By-Laws. Any other provision of these By-Laws notwithstanding, the Association at any time may restate these By-Laws to set forth all amendments hereto, or to amend these By-Laws as may be required in order to conform with the provisions of the Act or of any other statute, ordinance, or rule enacted by any governmental authority, by a resolution adopted by the Board. The restated By-Laws shall be as fully effective for all purposes as if adopted by a vote or written consent of the Unit Owners. Any By-Laws restated pursuant to this section shall:

- (a) Identify each portion so restated;
- (b) Contain a statement that those portions have been restated solely for purposes of information and convenience;
- (c) Identify the statute, ordinance, or rule implemented by the amendment; and
- (d) Contain a statement that, in the event of any conflict, the restated By-Laws shall be subordinate to the cited statute, ordinance, or rule.

Upon the adoption of a resolution pursuant to this section, the restated By-Laws shall set forth all of the operative provisions of the By-Laws, as amended, together with a statement that the restated By-Laws correctly sets forth without change the corresponding provisions of the By-Laws, as amended, and that the restated By-Laws supersede the original By-Laws and all prior amendments thereto. The restated By-Laws must be recorded and, upon recordation, shall supersede the original By-Laws and all prior amendments thereto. In the event of any conflict, the restated By-Laws shall be subordinate to the original By-Laws and all prior amendments thereto.

9.13 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

9.14 Mediation/Arbitration of Disputes Concerning the Act, the Declaration, these By-Laws or the House Rules; Trial De Novo and Appeal.

(a) Mediation. At the request of any party to a dispute concerning or involving one or more Unit Owners and the Association, the Board, Managing Agent, or one or more other Unit Owners relating to the interpretation, application, or enforcement of the Act, the Declaration, these By-Laws, or the House Rules, the parties to the dispute shall be required to participate in mediation in accordance with Section 514B-161 of the Act. Nothing in this section shall be interpreted to require the mediation of any dispute which is exempt from mediation under Section 514B-161 of the Act.

(b) Arbitration. At the request of any party, any dispute concerning or involving one or more Unit Owners and the Association, the Board, Managing Agent, or

one or more other Unit Owners relating to the interpretation, application, or enforcement of the Act, the Declaration, these By-Laws, or the House Rules, shall be submitted to arbitration in accordance with Section 514B-162 of the Act. Nothing in this section shall be interpreted to require the arbitration of any dispute which is either exempt from arbitration pursuant to Section 514B-162 of the Act or determined to be unsuitable for arbitration pursuant to Section 514B-162 of the Act.

(c) Trial De Novo and Appeal.

(1) The submission of any dispute to an arbitration under Section 514B-162 of the Act as provided in section (b) above shall in no way limit or abridge the right of any party to a trial de novo.

(2) Written demand for a trial de novo by any party desiring a trial de novo shall be made upon the other parties within ten (10) days after service of the arbitration award upon all parties and the trial de novo shall be filed in the Circuit Court of the First Circuit, State of Hawaii, within thirty (30) days of the written demand. Failure to meet these deadlines shall preclude a party from demanding a trial de novo.

(3) The award of arbitration shall not be made known to the trier of fact at a trial de novo.

(4) In any trial de novo demanded under this section, if the party demanding a trial de novo does not prevail at trial, the party demanding the trial de novo shall be charged with all reasonable costs, expenses, and attorneys' fees of the trial. When there is more than one party on one or both sides of an action, or more than one issue in dispute, the court shall allocate its award of costs, expenses, and attorneys' fees among the prevailing parties and tax such fees against those nonprevailing parties who demanded a trial de novo in accordance with the principles of equity.

9.15 Judicial Power to Excuse Compliance with Requirements of Governing Documents.

(a) The Circuit Court of the First Circuit, State of Hawaii, may excuse compliance with any of the following provisions in the Declaration or these By-Laws if it finds that the provision unreasonably interferes with the Association's ability to manage the common property, administer the condominium property regime, or carry out any other function set forth in the Declaration or these By-Laws, and that compliance is not necessary to protect the legitimate interests of the members or lenders holding security interests:

(1) A provision limiting the amount of any assessment that can be levied against individually owned property;

(2) A provision requiring that an amendment to the Declaration or these By-Laws be approved by lenders;

(3) A provision requiring approval of at least sixty-seven percent (67%) of the Common Interest to adopt an amendment pursuant to Section 514B-32(a)(11) or Section 514B-108(e); provided that the amendment does not:

(A) Prohibit or materially restrict the use or occupancy of, or behavior within, individually owned Units;

(B) Change the basis for allocating voting rights or assessments among Unit Owners; or

(C) Apply to less than all of the Unit Owners;

(4) A requirement that an amendment to the Declaration be signed by Unit Owners; or

(5) A quorum requirement for meetings of Unit Owners.

(b) The Board, on behalf of the Association, shall by certified mail provide all Unit Owners with notice of the date, time, and place of any court hearing to be held pursuant to this section.

#### 9.16 Tort and Contract Liability; Tolling of Limitation Period.

(a) A Unit Owner is not liable, solely by reason of being a Unit Owner, for any injury or damage arising out of the condition or use of the Common Elements. Neither the Association nor any Unit Owner, except the Developer, is liable for that Developer's torts in connection with any part of the Project that the Developer has the responsibility to maintain.

(b) An action alleging a wrong done by the Association, including an action arising out of the condition or use of the Common Elements, may be maintained only against the Association and not against any Unit Owner. If the wrong occurred during any period of Developer control and the Association gives the Developer reasonable notice of and an opportunity to defend against the action, the Developer who then controlled the Association is liable to the Association or to any Unit Owner for:

(1) All tort losses not covered by insurance suffered by the Association or that Unit Owner; and

(2) All costs that the Association would not have incurred but for a breach of contract or other wrongful act or omission, as the same may be established through adjudication.

Whenever the Developer is liable to the Association under this section, the Developer is also liable for all expenses of litigation, including reasonable attorneys' fees, incurred by the Association.


(c) Any statute of limitation affecting the Association's right of action against the Developer is tolled until the period of Developer control terminates. A Unit Owner is not precluded from maintaining an action contemplated by this section because the Unit Owner is a Unit Owner or a member or officer of the Association. Liens resulting from judgments against the association are governed by Section 514B-147.

(The remainder of this page has intentionally been left blank)

IN WITNESS WHEREOF, the undersigned Developer, being the owner of all Units of the Project, hereby adopts the foregoing as the By-Laws of the Association on the day and year first above written.

KAHENA WAI ESTATES, LLC, a Hawaii limited liability company

By: ROI COMPANIES, LLC, a Wyoming limited liability company, its Manager

By:   
\_\_\_\_\_  
J. Kahealani Kamaau,  
its Manager

By: HEW-LEN REALTY, LLC, a Hawaii limited liability company, its Manager

By: \_\_\_\_\_  
Charles Hew-Len,  
its Authorized Member

“Developer”



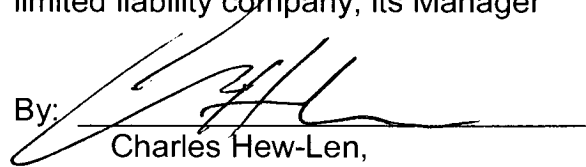
IN WITNESS WHEREOF, the undersigned Developer, being the owner of all Units of the Project, hereby adopts the foregoing as the By-Laws of the Association on the day and year first above written.

KAHENA WAI ESTATES, LLC, a Hawaii limited liability company

By: ROI COMPANIES, LLC, a Wyoming limited liability company, its Manager

By: \_\_\_\_\_  
J. Kahealani Kamaau,  
its Manager

By: HEW-LEN REALTY, LLC, a Hawaii limited liability company, its Manager

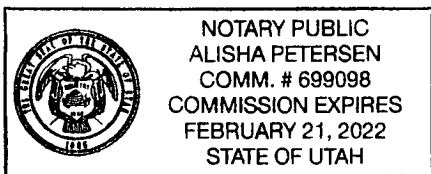
By:   
Charles Hew-Len,  
its Authorized Member

“Developer”

STATE OF ~~HAWAII~~ Utah )  
 ) SS.  
~~CITY~~ and COUNTY OF ~~HONOLULU~~ )  
 Salt Lake

On this 11<sup>th</sup> day of June, 2018, before me personally appeared J. KAHEALANI KAMAUU, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

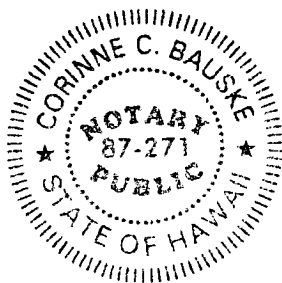
Alisha Petersen  
Print  
Name: Alisha Petersen  
Notary Public, State of Hawaii  
First Circuit



My commission expires: 02/21/2022  
Document Date: 6/11/2018  
Number of Pages: 53  
Document Description: BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS OF KAHENA WAI ESTATES

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

On this 13<sup>th</sup> day of June, 20 18, before me personally appeared CHARLES HEW-LEN, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



*Corinne C. Bauske*

Print Name: Corinne C. BAUSKE  
Notary Public, State of Hawaii  
First Circuit

My commission expires: 5-18-2019

Document Date: 6-13-18

Number of Pages: 53

Document Description: \_\_\_\_\_

BY-LAWS OF THE ASSOCIATION OF  
UNIT OWNERS OF KAHENA WAI  
ESTATES

EXHIBIT "A"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant 879 to I.S. Ua, Land Patent Number S-8662, Land Commission Award 10185, Apana 3 to Makaia, and Royal Patent 4939, Land Commission Award 3752 Apana 2 to Ukeke) situate, lying and being at Kapano, Koolauloa, Oahu, State of Hawaii, and thus bounded and described as per survey dated August 13, 2014:

Beginning at the north corner of this parcel of land and on the west side of Kamehameha Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAIPAPAU", being 12,002.40 feet south and 11,868.20 east, thence running by azimuths measured clockwise from true South:

- |     |      |         |        |                                                                                                           |
|-----|------|---------|--------|-----------------------------------------------------------------------------------------------------------|
| 1.  | 353° | 53' 00" | 159.15 | feet along the west side of Kamehameha Highway;                                                           |
| 2.  | 83°  | 00' 00" | 91.40  | feet along the remainder of Grant 879 to L.S. Ua;                                                         |
| 3.  | 86°  | 08' 00" | 4.00   | feet along the remainder of Grant 879 to L.S. Ua;                                                         |
| 4.  | 176° | 08' 00" | 75.98  | feet along the remainder of Grant 879 to L.S. Ua;                                                         |
| 5.  | 86°  | 08' 00" | 139.20 | feet along the remainder of Grant 879 to L.S. Ua; along R.P. 2143, L.C. Aw. 7667, Ap/ 4 to Kahawaii;      |
| 6.  | 356° | 08' 00" | 155.00 | feet along the remainder of Grant 879 to L.S. Ua; along the remainder of L.C. Aw. 10185, Ap. 3 to Makaia; |
| 7.  | 266° | 08' 00" | 143.20 | feet along L.C. Aw. 10185, Ap. 3 to Makaia;                                                               |
| 8.  | 356° | 08' 00" | 118.22 | feet along the remainder of Grant 879 to L.S. Ua;                                                         |
| 9.  | 259° | 50' 00" | 99.38  | feet along the remainder of Grant 879 to L.S. Ua;                                                         |
| 10. | 353° | 53' 00" | 64.17  | feet along the west side of Kamehameha Highway;                                                           |

Thence along the west side of Kamehameha Highway, on a curve to the left, with a radius of 2025.00 feet, the chord azimuth and distance being;

11. 351° 08' 30" 193.72 feet;
12. 348° 24' 00" 145.34 feet along the west side of Kamehameha Highway;
13. 80° 15' 00" 61.19 feet along L.C. Aw. 6954, Ap. 2 to Kakaa on the boundary between the lands of Kapano and Puheemiki;
14. 131° 30' 00" 336.00 feet along R.P. 4939, L.C. Aw. 3752, Ap. 6 to Ukeke;
15. 88° 32' 00" 221.00 feet along R.P. 4939, L.C. Aw. 3752, Ap. 6 to Ukeke;
16. 163° 30' 00" 183.00 feet along R.P. 4939, L.C. Aw. 3752, Ap.6 to Ukeke;
17. 251° 00' 00" 177.00 feet along R.P. 4939, L.C. Aw. 3752, Ap. 6 to Ukeke;
18. 165° 25' 00" 235.03 feet along R.P. 4939, L.C. Aw. 3752, Ap 6 to Ukeke, to the boundary between the lands of Kapano and Haleaha;
19. 253° 58' 00" 80.87 feet along Grant 1313 1/2 to Naihe, along the land of Haleaha;
20. 258° 50' 00" 103.00 feet along Grant 1311 1/2 to Naihe, along the land of Naleaha;
21. 255° 51' 00" 110.84 feet along R.P. 7202, L.C. Aw. 7652, Ap 5 to Kamohoula;
22. 263° 40' 00" 87.71 feet along Grant 1313 to Kahawaii to the point of beginning and containing an area of 207,457 square feet or 4.7625 acres, more or less.

Said above described parcel of land having been acquired by KAHENA WAI ESTATES LLC, a Hawaii limited liability company, as follows:



1. By TRUSTEE'S WARRANTY DEED of ROY AANA SEU, Trustee under an unrecorded Revocable Living Trust Agreement dated September 29, 1995, dated May 20, 2016, recorded as Document No. A-59890347;
2. By TRUSTEE'S WARRANTY DEED of THOMAS F. SEU, Sole-Trustee under that certain unrecorded Declaration of Revocable Trust of Sau Kwan Chun Aana dated June 6, 1990, dated May 20, 2016, recorded as Document No. A-59890348;
3. By WARRANTY DEED of GUY JAY SEU, married, dated May 20, 2016, recorded as Document No. A-59890349;
4. By TRUSTEE'S WARRANTY DEED of CONSTANCE SHEE YUNG SEU, as Trustee under an unrecorded Revocable Living Trust Agreement dated September 29, 1995, dated May 20, 2016, recorded as Document A-59890350; and
5. By TRUSTEE'S WARRANTY DEED of THOMAS FONG SEU, Trustee under that certain unrecorded Thomas Fong Seu Revocable Living Trust dated June 7, 1990, dated May 20, 2016, recorded as Document No. A-59890351.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Free flowage of Punaluu Stream.
3. The terms and provisions contained in that certain Exchange Deed, dated October 30, 1993, recorded in the Bureau of Conveyances of the State of Hawaii at Liber 1223 Page 148.

END OF EXHIBIT "A"

# IMPORTANT - - Read This Developer Prepared Report Before Buying

This Report Is Not a Commission Approval or Disapproval of This Condominium Project

## DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

|                          |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|
| CONDOMINIUM PROJECT NAME | KAHENA WAI ESTATES                                                                |
| Project Address          | 53-450, 53-452, 53-458, 53-440 and 53-428 Kamehameha Highway Hauula, Hawaii 96717 |
| Registration Number      | (Partial Conversion)                                                              |
| Effective Date of Report |                                                                                   |
| Developer(s)             | KAHENA WAI ESTATES LLC, a Hawaii limited liability company                        |

### Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

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

### Special Attention - - Significant Matters

[Use this page for special or significant matters which should be brought to the purchaser's attention. At minimum "Subject Headings" and page numbers where the subject is explained more may be used.]

**The developer's inclusion of a disclosure or an explanation of any or all of the following applicable significant matters in this part of the developer's public report shall not be construed to constitute the Commission's:**

- **Approval or disapproval of the project;**
- **Representation that the developer has fully or adequately disclosed either all material facts or all pertinent changes, or both, concerning the project;**
- **Representation that the developer's disclosures of other material facts elsewhere in this report is less important; or**
- **Judgment of the value or merits of the project.**

**The commission reserves the right to request that the developer include these special and significant matters elsewhere in the developer's public report.**

1. KAHENA WAI ESTATES (the "Project") is an 11-unit condominium project. Five (5) of the Units (Units 1, 2, 3, 8 and 9) are improved with residential dwelling structures. Six (6) of the Units (Units 4, 5, 6, 7, 10 and 11) are "spatial units", and each spatial unit contains an area as set forth and described in the Declaration and on the Condominium Map.
2. The Project is located on land zoned both R-5 (residential) and AG-2 (agricultural). Nine (9) of the Units (Units 1, 2, 3, 4, 5, 7, 8, 9 and 10) are located on that portion of the land zoned R-5 and are designated for residential purposes (herein sometimes referred to as the "Residential Units"). Two (2) of the Units (Unit 6 and 11) are located on that portion of the land zoned AG-2 and are designated for agricultural purposes (herein sometimes referred to as the "Agricultural Units").
3. Each Unit has an appurtenant yard area ("Yard Area") for the owner of that Unit's exclusive use. Each Yard Area is a limited common element and IS NOT A LEGALLY SUBDIVIDED LOT. The dotted/dashed lines on the Condominium Map bounding the designated number of square feet within each Yard Area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots. ACCORDINGLY, THIS IS A CONDOMINIUM PROJECT, NOT A SUBDIVISION. THE SALE OF UNITS IN THIS PROJECT PURSUANT TO THIS PUBLIC REPORT DOES NOT INVOLVE THE SALE OF INDIVIDUAL SUBDIVIDED LOTS.
4. As noted above, 5 of the Units (Units 1, 2, 3, 8 and 9) are improved with residential dwelling structures. However, 6 of the Units (Units 4, 5, 6, 7, 10 and 11) are spatial units, and there are presently no structures for those Units. It is the Developer's present intent to sell the 6 spatial units to the public as vacant condominium lots. Accordingly, any construction of improvements for Units 4, 5, 6, 7, 10 and 11 will be at the discretion of the Purchaser. HOWEVER, PROSPECTIVE PURCHASERS OF THE SPATIAL RESIDENTIAL UNITS (UNITS 4, 5, 7, AND 10) NEED TO KNOW THAT THERE ARE CITY AND COUNTY RESTRICTIONS ON THE NUMBER OF RESIDENTIAL DWELLING UNITS OR OTHER STRUCTURES WHICH MAY BE BUILT UPON THE PORTION OF THE PROPERTY ZONED R-5. FURTHERMORE, PROSPECTIVE PURCHASERS OF THE SPATIAL AGRICULTURAL UNITS (UNITS 6 AND 11) NEED TO KNOW THAT THERE ARE CITY AND COUNTY RESTRICTIONS ON THE NUMBER OF FARM DWELLINGS OR ACCESSORY FARM STRUCTURES THAT MAY BE BUILT ON AGRICULTURAL ZONED LAND.

Under the current Land Use Ordinance of the City and County of Honolulu (the "LUO"), only 8 residential dwelling units are permitted on the property, and those 8 residential dwelling units have been allocated, under the condominium documents, to Units 1, 2, 3, 4, 5, 7, 8, and 9. As noted above, Units 1, 2, 3, 8 and 9 consist of existing residential dwelling structures. With respect to the remaining residential Units 4, 5, 7, and 10, the Declaration provides that only Units 4, 5, and 7 may be replaced with residential dwelling structures. WITH RESPECT TO UNIT 10, THE DECLARATION PROVIDES THAT UNIT 10 CANNOT BE REPLACED WITH A RESIDENTIAL DWELLING STRUCTURE, UNLESS SUCH REPLACEMENT IS PERMITTED BY LAW. AT THE PRESENT TIME, THE DEVELOPER DOES NOT BELIEVE SUCH A REPLACEMENT IS PERMITTED UNDER THE CURRENT LUO. FURTHERMORE, THE DEVELOPER DOES NOT PROVIDE ANY ASSURANCES THAT A PURCHASER OF UNIT 10 WILL BE ABLE TO CONSTRUCT **ANY** TYPE OF STRUCTURE ON THE PROPERTY. ACCORDINGLY, BEFORE PURCHASING UNIT 10, A PROSPECTIVE PURCHASER SHOULD CONSULT WITH LEGAL COUNSEL, ARCHITECTS AND/OR ENGINEERS, AND THE APPROPRIATE GOVERNMENTAL AGENCIES TO DETERMINE WHETHER THE PROSPECTIVE PURCHASER'S PLANNED USE OF THE PROPERTY IS PERMITTED.

Furthermore, as noted above, a portion of the Project is zoned AG-2 (agricultural) as shown on the Condominium Map. The Declaration, Purchase Contract, and Unit Deed (for Units 6 and 11) disclose that the Project is in an agricultural zoned district, subject to conformance with State and County laws with respect to its use, including but not limited to Chapter 205, HRS, and the LUO, and the farm dwelling requirements set forth therein. Under Chapter 205, HRS, and the LUO, a residential dwelling built in an AG-2 zoned district must be used as a "farm dwelling". Section 205-4.5(a)(4), HRS, defines a "farm dwelling" as "a single-family dwelling located on and used in connection with a farm, . . . or where agricultural activity provides income to the family occupying the dwelling". Furthermore, Section 21-10.1 of the LUO defines "farm dwelling" as "a dwelling located on and used in connection with a farm where agricultural activity provides income to the family occupying the dwelling". In addition, Section 21-5.250 of the LUO provides that in the AG-2 district, the number of farm dwellings shall not exceed one (1) for each two (2) acres of lot area, and each farm dwelling and any accessory uses shall be contained within an area not to exceed 5,000 square feet of the lot.

Prospective purchasers of Agricultural Units 6 and 11 need to know that, as noted above, there are City and County restrictions on the number of farm dwellings or accessory farm structures that may be built on agricultural zoned land. THE DECLARATION PROVIDES THAT UNIT 11 MAY BE REPLACED WITH ONE FARM DWELLING AND ACCESSORY FARM STRUCTURES. HOWEVER, UNIT 6 IS NOT ALLOWED TO BE REPLACED WITH A FARM DWELLING, AND THE DEVELOPER DOES NOT PROVIDE ANY ASSURANCES THAT A PURCHASER OF UNIT 6 WILL BE ABLE TO CONSTRUCT **ANY** TYPE OF STRUCTURE WITHIN THE YARD AREA APPURTENANT TO UNIT 6. ACCORDINGLY, BEFORE PURCHASING UNIT 6, A PROSPECTIVE PURCHASER SHOULD CONSULT WITH LEGAL COUNSEL, ARCHITECTS AND/OR ENGINEERS, AND THE APPROPRIATE GOVERNMENTAL AGENCIES TO DETERMINE WHETHER THE PROSPECTIVE PURCHASER'S PLANNED USE OF THE PROPERTY IS PERMITTED.

ALL CHANGES TO ANY UNIT IN THE PROJECT SHALL CONFORM WITH ALL APPLICABLE CITY AND COUNTY BUILDING AND ZONING LAWS AND ORDINANCES AND APPLICABLE STATE LAW, IN EFFECT AT THE TIME OF SUCH CHANGE. ALL CHANGES SHALL ALSO CONFORM WITH ANY SPECIAL PERMITS, STUDIES, OR REQUIREMENTS THAT MAY BE IMPOSED BY ANY GOVERNMENTAL AGENCIES, INCLUDING, BUT NOT LIMITED TO, SHORELINE MANAGEMENT AREA PERMITS AND ARCHAEOLOGICAL INVENTORY SURVEYS. BEFORE PURCHASING ANY UNIT, A PROSPECTIVE PURCHASER SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL, ARCHITECTS AND/OR ENGINEERS, AND THE APPROPRIATE GOVERNMENTAL AGENCIES TO DETERMINE THE EFFECT OF BUILDING AND ZONING LAWS AND ORDINANCES, OR WHETHER THERE ARE SPECIAL PERMITS, SURVEYS OR REQUIREMENTS FOR THE UNIT.

5. Units 4, 5, 6, 7, 10 and 11 are described in the Declaration and on the Condominium Map as 5 x 5 sq. ft. spatial cubes. It is anticipated that spatial Units 4, 5, and 7 will be replaced with residential dwelling structures, and that spatial Unit 11 will be replaced with a farm dwelling. Furthermore, it is possible that spatial Units 6 and 10 may, under the law, be replaced by some other type of non-dwelling structure; however, the Developer does not provide any assurances that purchasers of Units 6 and 10 may construct such non-dwelling structures. To the extent that a spatial unit may be replaced with a residential dwelling structure, farm dwelling, or any other type of permitted structure (collectively, "Replacement Structure"), such Replacement Structure must be constructed in accordance with Section 19 of the Declaration. FURTHERMORE, PROSPECTIVE PURCHASERS ARE ADVISED THAT THE LOCATION OF THE SPATIAL CUBES AS DEPICTED ON THE CONDOMINIUM MAP ARE NOT NECESSARILY A REPRESENTATION AS TO WHERE A REPLACEMENT STRUCTURE, IF PERMITTED, CAN OR WILL BE BUILT AND/OR THE SIZE OR LAYOUT OF SUCH REPLACEMENT STRUCTURE. PURSUANT TO SECTION 19.1 OF THE DECLARATION, ANY REPLACEMENT STRUCTURE MUST BE BUILT IN ACCORDANCE WITH APPLICABLE CITY AND COUNTY BUILDING CODES, ZONING LAWS AND ORDINANCES (INCLUDING, BUT NOT LIMITED TO SETBACK REQUIREMENTS) AND APPLICABLE STATE LAW. BEFORE PURCHASING ANY OF THE SPATIAL UNITS, A PROSPECTIVE PURCHASER SHOULD CONSULT WITH LEGAL COUNSEL, ARCHITECTS AND/OR ENGINEERS, AND THE APPROPRIATE GOVERNMENTAL AGENCIES TO DETERMINE WHETHER THE PROSPECTIVE PURCHASER'S PLANNED USE OF THE PROPERTY IS PERMITTED.

6. Units 1, 2, 3, 8 and 9 have electrical and telephone service to the Units. However, the owners of Units 4, 5, 6, 7, 10 and 11 are each responsible for contacting HECO and arranging (at each owner's sole cost and expense) for electrical service to be brought in to the owner's Unit. PROSPECTIVE PURCHASERS OF UNITS 4, 5, 6, 7, 10 AND 11 SHOULD, PRIOR TO PURCHASING A UNIT IN THE PROJECT, CONTACT HECO TO OBTAIN AN ESTIMATE FOR BRINGING ELECTRICAL SERVICE TO THE UNIT.

7. Units 1, 2, 3, 8 and 9 each have an individual water meter and lines servicing each Unit. With respect to Units 4, 5, 6, 7, 10 and 11, a purchaser of one of these units is responsible for installing a water meter and water lines for that Unit at his or her own expense. PROSPECTIVE PURCHASERS OF UNITS 4, 5, 6, 7, 10 AND 11 SHOULD, PRIOR TO PURCHASING A UNIT IN THE PROJECT, CONTACT THE BOARD OF WATER SUPPLY TO OBTAIN AN ESTIMATE FOR BRINGING WATER SERVICE TO THE UNIT.

With respect to the Agricultural Units 6 and 11, a purchaser of one of these units is responsible for supplying irrigation water and installing water lines to those Units at his or her own expense, if needed.

8. The Project is currently not serviced by the municipal sewer system. Units 1, 2, 3, 8 and 9 are each currently serviced by an individual wastewater system ("IWS") in the form of an existing cesspool. If any of these Units is ever redesigned or replaced as allowed under Section 19.1 of the Declaration, the owner of the Unit must comply with the rules and regulations set forth in Hawaii Administrative Rules, Title 11, Chapter 62, and any other rules and regulations governing individual wastewater systems (collectively, the "Wastewater Rules"), and may be required to upgrade his or her IWS from the existing cesspool to a septic tank or similar system. A PROSPECTIVE PURCHASER OF UNITS 1, 2, 3, 8 AND 9, BEFORE PURCHASING ANY OF THOSE UNITS, IS ENCOURAGED TO CONSULT WITH LEGAL COUNSEL, ARCHITECTS AND/OR ENGINEERS, AND THE APPROPRIATE GOVERNMENTAL AGENCIES REGARDING THE IMPLICATIONS OF THE UNIT BEING CURRENTLY SERVICED BY AN INDIVIDUAL CESSPOOL.



With respect to Units 4, 5, 6, 7, 10 and 11, it is contemplated that the each Unit will be serviced by an individual IWS in the form of a septic system. The location of the IWS will be within the Unit's respective appurtenant Yard Area. Each Unit is responsible for obtaining all permits and for paying all costs associated with the installation of the Unit's individual IWS.

All IWSs in the Project shall be installed, operated, and maintained in accordance with the Wastewater Rules, and shall be considered limited common elements.

9. THE PROJECT IS WITHIN THE SPECIAL MANAGEMENT AREA OF THE CITY AND COUNTY OF HONOLULU ("SMA"). THIS MAY IMPACT A PURCHASER'S ABILITY TO UTILIZE THE PROPERTY FOR CERTAIN PURPOSES. PROSPECTIVE PURCHASERS SHOULD CONSULT WITH THE DEPARTMENT OF PLANNING AND PERMITTING OF THE CITY AND COUNTY OF HONOLULU, BEFORE PURCHASING A UNIT IN THE PROJECT, TO DETERMINE WHETHER THE PLANNED USE OF THE PROPERTY IS PERMITTED.

10. AGRICULTURAL DISCLOSURES AFFECTING THE ENTIRE PROJECT. Unit 6 and Unit 11 are located on land zoned for Agricultural use (AG-2). The Developer makes the following additional disclosures based on the existence of agricultural zoning on the property:

a. The owners of Units 6 and 11 may be required to submit an agricultural or farm plan to the Department of Planning and Permitting ("DPP") as a condition of the issuance of a building permit.

b. Disclosure is made that any earth movement of more than 50 cubic yards, cut or fill in excess of 3 feet in height at the deepest point, or causing a change in the drainage patterns, will require a grading permit.

c. A prospective purchaser of any Unit in the Project is made aware of the existence of agricultural use and activities within the Project. This may result in additional dust, dirt, noise and smells or unpleasant odors associated with agricultural uses and activities permitted on agricultural zoned land.

d. Attached to this Public Report as Exhibit "J", is the letter dated May 11, 2018, issued by DPP pursuant to Section 205-4.6, HRS, determining that the condominium documents for the Project do not limit or prohibit agricultural uses and activities. In addition to the agricultural review, DPP has included other disclosures applicable to the Project. A PROSPECTIVE PURCHASER OF ANY UNIT IN THE PROJECT, BUT ESPECIALLY UNITS 6 AND 11, ARE ENCOURAGED TO CAREFULLY REVIEW THE DPP LETTER ATTACHED HERETO AS EXHIBIT "J" AND IS ENCOURAGED TO CONSULT WITH HIS OR HER OWN LEGAL COUNSEL, ARCHITECTS AND/OR ENGINEERS, AND THE APPROPRIATE GOVERNMENTAL AGENCIES REGARDING THE DISCLOSURES MADE BY DPP.

11. Prospective purchasers should note the additional disclosures on page 11 (no house rules); page 12 (Association self-managed); and pages 19, 19a and 19b of this Public Report; specifically item 4, which discloses that the Units will be sold "as-is"; item 7, which discloses the disclosure of no maintenance fees; and item 9, the location of the Project within the special flood hazard area and tsunami inundation area. Prospective purchasers should refer to these pages for more information.

12. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for, and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

13. This Public Report does not constitute approval of the Project by the Real Estate Commission, or any other government agency.

14. A PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

## TABLE OF CONTENTS

|                                                                                                                  | <u>Page</u> |
|------------------------------------------------------------------------------------------------------------------|-------------|
| Preparation of this Report.....                                                                                  | 1           |
| General Information On Condominiums.....                                                                         | 2           |
| Operation of the Condominium Project.....                                                                        | 2           |
| 1. THE CONDOMINIUM PROJECT.....                                                                                  | 3           |
| 1.1 The Underlying Land.....                                                                                     | 3           |
| 1.2 Buildings and Other Improvements.....                                                                        | 3           |
| 1.3 Unit Types and Sizes of Units.....                                                                           | 3           |
| 1.4 Parking Stalls.....                                                                                          | 4           |
| 1.5 Boundaries of the Units.....                                                                                 | 4           |
| 1.6 Permitted Alterations to the Units .....                                                                     | 4           |
| 1.7 Common Interest.....                                                                                         | 4           |
| 1.8 Recreational and Other Common Facilities.....                                                                | 4           |
| 1.9 Common Elements.....                                                                                         | 5           |
| 1.10 Limited Common Elements.....                                                                                | 5           |
| 1.11 Special Use Restrictions .....                                                                              | 5           |
| 1.12 Encumbrances Against Title.....                                                                             | 5           |
| 1.13 Uses Permitted by Zoning and Zoning Compliance Matters .....                                                | 6           |
| 1.14 Other Zoning Compliance Matters.....                                                                        | 6           |
| 1.15 Conversions .....                                                                                           | 7           |
| 1.16 Project In Agricultural District.....                                                                       | 8           |
| 1.17 Project with Assisted Living Facility.....                                                                  | 8           |
| 2. PERSONS CONNECTED WITH THE PROJECT.....                                                                       | 9           |
| 2.1 Developer.....                                                                                               | 9           |
| 2.2 Real Estate Broker.....                                                                                      | 9           |
| 2.3 Escrow Depository.....                                                                                       | 9           |
| 2.4 General Contractor.....                                                                                      | 9           |
| 2.5 Condominium Managing Agent.....                                                                              | 9           |
| 2.6 Attorney for Developer .....                                                                                 | 9           |
| 3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS .....                                                   | 10          |
| 3.1 Declaration of Condominium Property Regime .....                                                             | 10          |
| 3.2 Bylaws of the Association of Unit Owners .....                                                               | 10          |
| 3.3 Condominium Map.....                                                                                         | 10          |
| 3.4 House Rules.....                                                                                             | 11          |
| 3.5 Changes to the Condominium Documents.....                                                                    | 11          |
| 3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or<br>Condominium Documents..... | 11          |
| 4. CONDOMINIUM MANAGEMENT.....                                                                                   | 12          |
| 4.1 Management of the Common Elements .....                                                                      | 12          |
| 4.2 Estimate of the Initial Maintenance Fees.....                                                                | 12          |
| 4.3 Utility Charges to be Included in the Maintenance Fee.....                                                   | 12          |
| 4.4 Utilities to be Separately Billed to Unit Owner .....                                                        | 12          |
| 5. SALES DOCUMENTS.....                                                                                          | 13          |
| 5.1 Sales Documents Filed with the Real Estate Commission.....                                                   | 13          |
| 5.2 Sales to Owner-Occupants.....                                                                                | 13          |
| 5.3 Blanket Liens.....                                                                                           | 13          |
| 5.4 Construction Warranties .....                                                                                | 13          |
| 5.5 Status of Construction, Date of Completion or Estimated Date of Completion.....                              | 14          |

## TABLE OF CONTENTS

|                                                                                                                       | Page   |
|-----------------------------------------------------------------------------------------------------------------------|--------|
| 5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance .....    | 14     |
| 5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance.....                                      | 14     |
| 5.6.2 Purchaser Deposits Will Be Disbursed Before Closing.....                                                        | 15     |
| 5.7 Rights Under the Sales Contract .....                                                                             | 17     |
| 5.8 Purchaser's Right to Cancel or Rescind a Sales Contract .....                                                     | 17     |
| 5.8.1 Purchaser's 30-Day Right to Cancel a Sales Contract.....                                                        | 17     |
| 5.8.2 Right to Cancel a Sales Contract if Completion Deadline Missed.....                                             | 18     |
| 5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change                                   | 18     |
| <br>6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT.....                                            | <br>19 |
| <br>EXHIBIT A: Description of Units                                                                                   |        |
| EXHIBIT B: Boundaries of Each Unit                                                                                    |        |
| EXHIBIT C: Permitted Alterations to Units                                                                             |        |
| EXHIBIT D: Percentage of Common Interest                                                                              |        |
| EXHIBIT E: Description of Common Elements                                                                             |        |
| <br>EXHIBIT F: Description of Limited Common Elements                                                                 |        |
| EXHIBIT G: List of Encumbrances Against Title                                                                         |        |
| EXHIBIT H: Engineer's Visual Inspection Report dated May 22, 2018                                                     |        |
| EXHIBIT I: Letter from the Department of Planning and Permitting dated February 16, 2017                              |        |
| EXHIBIT J: Letter from the Department of Planning and Permitting dated May 11, 2018 regarding<br>Section 205-4.6, HRS |        |
| EXHIBIT K: Summary of Pertinent Provisions of Sales Contract                                                          |        |
| EXHIBIT L: Summary of Pertinent Provisions of Escrow Agreement                                                        |        |

## **General Information On Condominiums**

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. In addition, certain requirements and approvals of the county in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

If you are a typical condominium unit owner, you will have two kinds of ownership: (1) ownership in your individual unit; and (2) a percentage interest in the common elements.

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

## **Operation of the Condominium Project**

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first that the Developer will effectively control the affairs of the Association. It is frequently necessary for the Developer to do so during the early stages of development and the Developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.



**1. THE CONDOMINIUM PROJECT**

**1.1 The Underlying Land**

|                                                                                        |                                                                                                              |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Fee Simple or Leasehold Project                                                        | <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit) |
| Developer is the Fee Owner                                                             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                          |
| Fee Owner's Name if Developer is not the Fee Owner                                     |                                                                                                              |
| Address of Project                                                                     | 53-450, 53-452, 53-458, 53-440 and 53-428 Kamehameha Highway, Hauula, Hawaii 96717                           |
| Address of Project is expected to change because                                       | New individual addresses will be issued for the spatial units.                                               |
| Tax Map Key (TMK)                                                                      | (1) 5-3-005: 028 and 030                                                                                     |
| Tax Map Key is expected to change because                                              | New individual CPR numbers will be issued for each of the new units.                                         |
| Land Area                                                                              | 4.7625 acres                                                                                                 |
| Developer's right to acquire the Property if Developer is not the Fee Owner (describe) | N/A                                                                                                          |

**1.2 Buildings and Other Improvements**

|                                                                                    |                                    |
|------------------------------------------------------------------------------------|------------------------------------|
| Number of Buildings                                                                | 5                                  |
| Floors Per Building                                                                | 1                                  |
| Number of New Building(s)                                                          | None                               |
| Number of Converted Building(s)                                                    | 5                                  |
| Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.) | Wood and allied building materials |

**1.3 Unit Types and Sizes of Units**

| Unit Type                     | Quantity | BR/Bath | Net Living Area | Net Other Areas | Other Areas (lanai, garage, etc) | Total Area |
|-------------------------------|----------|---------|-----------------|-----------------|----------------------------------|------------|
|                               |          |         |                 |                 |                                  |            |
|                               |          |         |                 |                 |                                  |            |
|                               |          |         |                 |                 |                                  |            |
|                               |          |         |                 |                 |                                  |            |
|                               |          |         |                 |                 |                                  |            |
|                               |          |         |                 |                 |                                  |            |
|                               |          |         |                 |                 |                                  |            |
|                               |          |         |                 |                 |                                  |            |
|                               |          |         |                 |                 |                                  |            |
| See Exhibit <u>    </u> "A" . |          |         |                 |                 |                                  |            |

|    |                              |
|----|------------------------------|
| 11 | <b>Total Number of Units</b> |
|----|------------------------------|

Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

**1.4 Parking Stalls**

|                                                                                                                                                                                                                                                                                                                                                                                     |                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Total Parking Stall in the Project:                                                                                                                                                                                                                                                                                                                                                 | 10*                                          |
| Number of Guest Stalls in the Project:                                                                                                                                                                                                                                                                                                                                              | None                                         |
| Number of Parking Stalls Assigned to Each Unit:                                                                                                                                                                                                                                                                                                                                     | Units 1, 2, 3, 8 & 9 - 2 parking stalls each |
| Attach Exhibit "A" specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).                                                                                                                                                                                                 |                                              |
| If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights.<br>* If and when Units 3, 4, 5, 6, 10 and 11 are replaced with either residential dwelling structures, a farm dwelling, or any other types of permitted structures, sufficient parking will be required and located within the limited common element yard area for the Unit. |                                              |

**1.5 Boundaries of the Units**

|                                                |
|------------------------------------------------|
| Boundaries of the unit:<br><br>See Exhibit "B" |
|------------------------------------------------|

**1.6 Permitted Alterations to the Units**

|                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project):<br><br>See Exhibit "C". Also see pages 1a and 1b for additional information. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**1.7 Common Interest**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Common Interest: Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by unit owners. The common interest for each unit in this project, as described in Declaration, is: |
| Described in Exhibit <u>D</u> .                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| As follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

**1.8 Recreational and Other Common Facilities (Check if applicable):**

|                          |                          |
|--------------------------|--------------------------|
| <input type="checkbox"/> | Swimming pool            |
| <input type="checkbox"/> | Laundry Area             |
| <input type="checkbox"/> | Storage Area             |
| <input type="checkbox"/> | Tennis Court             |
| <input type="checkbox"/> | Recreation Area          |
| <input type="checkbox"/> | Trash Chute/Enclosure(s) |
| <input type="checkbox"/> | Exercise Room            |
| <input type="checkbox"/> | Security Gate            |
| <input type="checkbox"/> | Playground               |
| <input type="checkbox"/> | Other (describe):        |

**1.9 Common Elements**

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit "E".

Described as follows:

| Common Element | Number |
|----------------|--------|
| Elevators      | None   |
| Stairways      | None   |
| Trash Chutes   | None   |

**1.10 Limited Common Elements**

Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit "F".

Described as follows:

**1.11 Special Use Restrictions**

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

|                                     |                                        |
|-------------------------------------|----------------------------------------|
| <input type="checkbox"/>            | Pets:                                  |
| <input type="checkbox"/>            | Number of Occupants:                   |
| <input checked="" type="checkbox"/> | Other: See pages 1a - 1e.              |
| <input type="checkbox"/>            | There are no special use restrictions. |

**1.12 Encumbrances Against Title**

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit "G" describes the encumbrances against title contained in the title report described below.

Date of the title report: May 9, 2018

Company that issued the title report: Title Guaranty of Hawaii, Inc.

**1.13 Uses Permitted by Zoning and Zoning Compliance Matters**

| Uses Permitted by Zoning                                                                |                                |              |                                                                     |                             |
|-----------------------------------------------------------------------------------------|--------------------------------|--------------|---------------------------------------------------------------------|-----------------------------|
|                                                                                         | Type of Use                    | No. of Units | Use Permitted by Zoning                                             | Zoning                      |
| <input checked="" type="checkbox"/>                                                     | Residential                    | 5            | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | R-5                         |
| <input type="checkbox"/>                                                                | Commercial                     |              | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                             |
| <input type="checkbox"/>                                                                | Mix Residential/Commercial     |              | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                             |
| <input type="checkbox"/>                                                                | Hotel                          |              | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                             |
| <input type="checkbox"/>                                                                | Timeshare                      |              | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                             |
| <input type="checkbox"/>                                                                | Ohana                          |              | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                             |
| <input type="checkbox"/>                                                                | Industrial                     |              | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                             |
| <input type="checkbox"/>                                                                | Agricultural                   |              | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                             |
| <input type="checkbox"/>                                                                | Recreational                   |              | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                             |
| <input checked="" type="checkbox"/>                                                     | Other (Specify): Spatial Units | 6            | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 4 units: R-5; 2 units: AG-2 |
| Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws? |                                |              | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                             |
| Variances to zoning code have been granted.                                             |                                |              | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                             |
| Describe any variances that have been granted to zoning code                            |                                |              | N/A                                                                 |                             |

**1.14 Other Zoning Compliance Matters**

| Conforming/Non-Conforming Uses, Structures and Lots                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |                          |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|--------------------------|
| <p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p> |                                     |                          |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Conforming *                        | Non-Conforming           | Illegal                  |
| Uses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Structures                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lot                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p> <p>* The 10 existing unpaved off-street parking spaces are considered nonconforming because they lack the required all-weather-surface. If a structure is damaged or destroyed, the appurtenant parking spaces may have to be paved with all-weather-surface materials.</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |                                     |                          |                          |

**1.15 Conversions**

|                                                                                                                                                                                                                                                                                                                         |                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <p><b>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</b></p>                                                                                                                                                                   | <p><input checked="" type="checkbox"/> <b>Applicable</b></p> <p><input type="checkbox"/> <b>Not Applicable</b></p> |
| <p>Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:</p> <p>See Exhibit "H"</p>                                 |                                                                                                                    |
| <p>Developer's statement of the expected useful life of each item reported above:<br/>In accordance with Section 514B-84(a)(1)(B), HRS, Developer is not making any representations regarding the expected useful life of the structural components and the mechanical and electrical installations of the Project.</p> |                                                                                                                    |
| <p>List of any outstanding notices of uncured violations of any building code or other county regulations:</p> <p>N/A</p>                                                                                                                                                                                               |                                                                                                                    |
| <p>Estimated cost of curing any violations described above:</p> <p>N/A</p>                                                                                                                                                                                                                                              |                                                                                                                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p><b>Verified Statement from a County Official</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| <p>Regarding any converted structures in the project, attached as Exhibit "<u>  I  </u>" is a verified statement signed by an appropriate county official which states that either:</p> <p>(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:</p> <ul style="list-style-type: none"> <li>(i) Any variances or other permits that have been granted to achieve compliance;</li> <li>(ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and</li> <li>(iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;</li> </ul> <p style="text-align: center;">or</p> <p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p> |  |
| <p>Other disclosures and information:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |



**1.16 Project In Agricultural District**

|                                                                                                                                                                                                                                                                                                                                             |                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <p><b>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii?</b><br/> <b>If answer is "Yes", provide information below.</b></p>                                                                                                                                                              | <p><input checked="" type="checkbox"/> <b>Yes *</b><br/> <input type="checkbox"/> <b>No</b></p> |
| <p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation.</p>                                                            |                                                                                                 |
| <p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.</p> |                                                                                                 |
| <p>Other disclosures and information:<br/>         * A portion of the Project (Units 6 and 11) is zoned AG-2. See pages 1a - 1. Also see Exhibit "J" for a copy of the May 11, 2018 letter from DPP regarding compliance with Section 205-4.6 HRS.</p>                                                                                      |                                                                                                 |

**1.17 Project with Assisted Living Facility**

|                                                                                                                                                                           |                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <p><b>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS?</b><br/> <b>If answer is "Yes", complete information below.</b></p> | <p><input type="checkbox"/> <b>Yes</b><br/> <input checked="" type="checkbox"/> <b>No</b></p> |
| <p>Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.</p>                                      |                                                                                               |
| <p>The nature and the scope of services to be provided.</p>                                                                                                               |                                                                                               |
| <p>Additional costs, directly attributable to the services, to be included in the association's common expenses.</p>                                                      |                                                                                               |
| <p>The duration of the provision of the services.</p>                                                                                                                     |                                                                                               |
| <p>Other possible impacts on the project resulting from the provision of the services.</p>                                                                                |                                                                                               |
| <p>Other disclosures and information.</p>                                                                                                                                 |                                                                                               |

**2. PERSONS CONNECTED WITH THE PROJECT**

|                                                                                                                                                                                                                                                                       |                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>2.1 Developer(s)</b></p>                                                                                                                                                                                                                                        | <p>Name: Kahena Wai Estates LLC</p> <p>Business Address: 87-070 Farrington Hwy, Suite 303<br/>Waianae, Hawaii 96717</p> <p>Business Phone Number : (808) 306-0082</p> <p>E-mail Address:</p> |
| <p>Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).</p> | <p>ROI Companies, LLC, its Manager<br/>J. Kahealani Kamaau, its Manager</p> <p>Hew-Len Realty, LLC, its Manager<br/>Charles Hew-Len, its Authorized Member</p>                               |
| <p><b>2.2 Real Estate Broker</b></p>                                                                                                                                                                                                                                  | <p>Name: Staples Realty, Inc.<br/>Business Address: P. O. Box 522, Honolulu, HI 96731</p> <p>Business Phone Number: (808) 293-1114</p> <p>E-mail Address: jeremy@stapleshawaii.com</p>       |
| <p><b>2.3 Escrow Depository</b></p>                                                                                                                                                                                                                                   | <p>Name: Title Guaranty Escrow Services, Inc.<br/>Business Address: 235 Queen<br/>Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-0280</p>                                    |
| <p><b>2.4 General Contractor</b></p>                                                                                                                                                                                                                                  | <p>Name: None<br/>Business Address:</p> <p>Business Phone Number:</p>                                                                                                                        |
| <p><b>2.5 Condominium Managing Agent</b></p>                                                                                                                                                                                                                          | <p>Name: Self-managed by the Association<br/>Business Address:</p> <p>Business Phone Number:</p>                                                                                             |
| <p><b>2.6 Attorney for Developer</b></p>                                                                                                                                                                                                                              | <p>Name: Anders G. O. Nervell, Esq. (Clay Chapman et al.)<br/>Business Address: 700 Bishop Street, Suite 2100<br/>Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 535-8400</p>    |

### 3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

#### 3.1 Declaration of Condominium Property Regime

The Declaration of Condominium Property Regime contains a description of the land, buildings, units, common interests, common elements, limited common elements, and other information relating to the condominium project.

| Land Court or Bureau of Conveyances | Date of Document | Document Number |
|-------------------------------------|------------------|-----------------|
| Bureau of Conveyances               | , 2018           | A-              |

#### Amendments to Declaration of Condominium Property Regime

| Land Court or Bureau of Conveyances | Date of Document | Document Number |
|-------------------------------------|------------------|-----------------|
|                                     |                  |                 |
|                                     |                  |                 |
|                                     |                  |                 |
|                                     |                  |                 |

#### 3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters that affect how the condominium project will be governed.

| Land Court or Bureau of Conveyances | Date of Document | Document Number |
|-------------------------------------|------------------|-----------------|
| Bureau of Conveyances               | , 2018           | A-              |

#### Amendments to Bylaws of the Association of Unit Owners

| Land Court or Bureau of Conveyances | Date of Document | Document Number |
|-------------------------------------|------------------|-----------------|
|                                     |                  |                 |
|                                     |                  |                 |
|                                     |                  |                 |
|                                     |                  |                 |

#### 3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

|                                                            |  |
|------------------------------------------------------------|--|
| Land Court Map Number                                      |  |
| Bureau of Conveyances Map Number                           |  |
| Dates of Recordation of Amendments to the Condominium Map: |  |
|                                                            |  |

**3.4 House Rules**

The Board of Directors may adopt rules and regulations (commonly called “House Rules”) to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.

|                                              |                                     |  |
|----------------------------------------------|-------------------------------------|--|
| The House Rules for this project:            |                                     |  |
| Are Proposed                                 | <input type="checkbox"/>            |  |
| Have Been Adopted and Date of Adoption       | <input type="checkbox"/>            |  |
| Developer does not plan to adopt House Rules | <input checked="" type="checkbox"/> |  |

**3.5 Changes to the Condominium Documents**

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

| Document    | Minimum Set by Law | This Condominium |
|-------------|--------------------|------------------|
| Declaration | 67%                | 67%              |
| Bylaws      | 67%                | 67%              |

**3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents**

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <input checked="" type="checkbox"/> | <p>Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:</p> <ol style="list-style-type: none"> <li>1. To enter into encroachment agreements with owners of neighboring properties (see Section 7.2 of the Declaration); to grant easements for utility services (see Section 7.6 of the Declaration); and to complete the development of the Project (see Section 7.7 of the Declaration).</li> <li>2. To amend the Declaration by filing an “as built” certificate (see Section 20.1 of the Declaration).</li> <li>3. To amend the Declaration, Condominium Map, and By-Laws to comply with the requirements imposed by law, title insurers, lenders, etc. (see Section 20.2 of the Declaration).</li> <li>4. To subdivide Units 10 and 11 to create two or more Unit 10 Units and/or Unit 11 Units, and to subsequently consolidate any such new subdivided Unit 10 Units and/or Unit 11 Units, and to amend the Declaration and Condominium Map to reflect such subdivision or subsequent consolidation (see Section 25 of the Declaration).</li> </ol> |

## 4. CONDOMINIUM MANAGEMENT

### 4.1 Management of the Common Elements

|                                                                                                                                                                                                                                                                                                                                                                              |                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <u>Management of the Common Elements:</u> The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project. |                                                |
| The initial Condominium Managing Agent for this project is (check one):                                                                                                                                                                                                                                                                                                      |                                                |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                     | Not affiliated with the Developer              |
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                          | None (self-managed by the Association)         |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                     | The Developer or an affiliate of the Developer |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                     | Other (explain)                                |

### 4.2 Estimate of the Initial Maintenance Fees See item 7 on page 19a.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Estimate of the Initial Maintenance Fees:</u> The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided. |
| Exhibit ___ contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.                                                                                                                                            |

### 4.3 Utility Charges to be Included in the Maintenance Fee

|                                                                          |                                     |
|--------------------------------------------------------------------------|-------------------------------------|
| If checked, the following utilities are included in the maintenance fee: |                                     |
| <input type="checkbox"/>                                                 | Electricity for the common elements |
| <input type="checkbox"/>                                                 | Gas for the common elements         |
| <input type="checkbox"/>                                                 | Water                               |
| <input type="checkbox"/>                                                 | Sewer                               |
| <input type="checkbox"/>                                                 | TV Cable                            |
| <input type="checkbox"/>                                                 | Other (specify)                     |

### 4.4 Utilities to be Separately Billed to Unit Owner

|                                                                                                                    |                                                                |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee: |                                                                |
| <input checked="" type="checkbox"/>                                                                                | Electricity for the Unit only                                  |
| <input type="checkbox"/>                                                                                           | Gas for the Unit only                                          |
| <input checked="" type="checkbox"/>                                                                                | Water                                                          |
| <input type="checkbox"/>                                                                                           | Sewer                                                          |
| <input checked="" type="checkbox"/>                                                                                | TV Cable                                                       |
| <input checked="" type="checkbox"/>                                                                                | Other (specify) IWS system maintenance, telephone and internet |



## 5. SALES DOCUMENTS

### 5.1 Sales Documents Filed with the Real Estate Commission

|                                     |                                                                                                                                                                                                  |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Specimen Sales Contract<br>Exhibit "K" contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.                  |
| <input checked="" type="checkbox"/> | Escrow Agreement dated: December 21, 2017<br>Name of Escrow Company: Title Guaranty Escrow Services, Inc.<br>Exhibit "L" contains a summary of the pertinent provisions of the escrow agreement. |
| <input type="checkbox"/>            | Other:                                                                                                                                                                                           |

### 5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

|                                     |                                                                                                     |
|-------------------------------------|-----------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.  |
| <input type="checkbox"/>            | Developer has designated the units for sale to Owner-Occupants in this report.<br>See Exhibit ____. |
| <input checked="" type="checkbox"/> | Developer has or will designate the units for sale to Owner-Occupants by publication.               |

### 5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

|                                     |                                                                               |
|-------------------------------------|-------------------------------------------------------------------------------|
| <input type="checkbox"/>            | There are <u>no blanket liens</u> affecting title to the individual units.    |
| <input checked="" type="checkbox"/> | There are <u>blanket liens</u> that may affect title to the individual units. |

| Type of Lien | Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance                                                                                                       |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mortgage     | Buyer's interest is subordinate to mortgagee's interest and is subject to termination. In case of foreclosure prior to closing, Buyer is entitled to return of any deposits paid, less escrow cancellation fees. |

### 5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:

Building and Other Improvements:

None. Units to be conveyed "as is". Developer is not making any warranties on the materials and workmanship of the Units.

Appliances:

None. Appliances sold "as is".

**5.5 Status of Construction, Date of Completion or Estimated Date of Completion**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Status of Construction:<br/>                 The existing Units (Unit 1, 2, 3, 8 and 9) completed in 1941, 1946, 1948 &amp; 1963. Unit 4, 5, 6, 10 &amp; 11 will each be sold as a spatial unit, and any construction, if permitted, will be at the discretion of the purchaser.</p>                                                                                                                                                                                                                                                                                        |
| <p>Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.</p> |
| <p>Completion Deadline for any unit not yet constructed, as set forth in the sales contract:<br/><br/>                 N/A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:<br/><br/>                 N/A</p>                                                                                                                                                                                                                                                                                                                                                                                                                              |

**5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance**

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <p>Spatial Units. The Developer hereby declares by checking the box to the left that it is offering spatial units for sale and will not be using purchasers' deposits to pay for any costs to pay for project construction or to complete the project.</p> <p>Should the developer be using purchasers' deposits to pay for any project construction costs or to complete the project including lease payments, real property taxes, architectural, engineering, legal fees, financing costs; or costs to cure violations of county zoning and building ordinances and codes or other incidental project expenses, the Developer has to met certain requirements, described below in 5.6.1 or 5.6.2..</p> |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

**5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance**

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <p>The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.</p> <p><i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i></p> |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**5.6.2 Purchaser Deposits Will Be Disbursed Before Closing**

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):

|                          |                                                                                                                                                                                                                 |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or          |
| <input type="checkbox"/> | For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses. |

In connection with the use of purchaser deposits (check Box A or Box B):

|                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Box A</b></p> <p><input type="checkbox"/></p> | <p>The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p><b>Important Notice Regarding Your Deposits: Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p><b>Box B</b></p> <p><input type="checkbox"/></p> | <p>The Developer has <b>not</b> submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits.</p> <p>If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the <b>Important Notice Regarding Your Deposits</b> set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, <b>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</b> (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>You should understand that, although the <b>Important Notice Regarding Your Deposits</b> set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.</p> |

**Material House Bond.** If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.

## 5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

|    |                                                                                                                                                                                                                                                          |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <b>Developer's Public Report</b>                                                                                                                                                                                                                         |
| 2. | <b>Declaration of Condominium Property Regime (and any amendments)</b>                                                                                                                                                                                   |
| 3. | <b>Bylaws of the Association of Unit Owners (and any amendments)</b>                                                                                                                                                                                     |
| 4. | <b>Condominium Map (and any amendments)</b>                                                                                                                                                                                                              |
| 5. | House Rules, if any                                                                                                                                                                                                                                      |
| 6. | Escrow Agreement                                                                                                                                                                                                                                         |
| 7. | Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted. |
| 8. | Other:                                                                                                                                                                                                                                                   |

Copies of the condominium and sales documents and amendments made by the Developer are available for review through the Developer or through the Developer's sales agent, if any. The Condominium Property Regime law (Chapter 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)

Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

## 5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

### 5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

- (1) The purchaser has signed the sales contract.
- (2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.
- (3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.
- (4) The purchaser does at least one of the following:
  - (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or



- (b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or
- (c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

#### **5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed**

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00.

#### **5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change**

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

- (1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30<sup>th</sup> calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

## 6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

1. NOT A SUBDIVISION. This is a condominium project which should not be confused with a subdivision. A purchaser of a unit will be conveyed a condominium unit together with an "undivided" interest in the common elements of the project. The entire parcel of land upon which the project is situated is designated as a common element. That portion of the common element which each purchaser has the exclusive right to use is called a limited common element or area, but is not a separate, legally subdivided lot.

2. RESERVES. Developer discloses that no "reserve study" was done in accordance with Section 514B-148, Hawaii Revised Statutes.

3. INSURANCE. In accordance with Section 514B-143(c), Hawaii Revised Statutes, each owner shall at its own expense obtain and maintain property insurance and name the Association as an additional insured. See Paragraph 16.1 of the Declaration. Portions of the Project are within a special flood hazard area as delineated on the flood maps issued by the Federal Emergency Management Agency. Prospective purchasers should consult with their own insurance professionals to obtain an estimate for individual property insurance.

4. DISCLOSURE REGARDING "AS-IS" SALE. The Units will be conveyed in their present "as is" condition. As used in this paragraph, the terms "Unit", "Units", and/or "subject property" mean all of the property to be conveyed to the Purchaser by the Condominium Unit Deed, including, as applicable, the land and improvements (including, but not limited to, the roof, walls, foundations, soils, plumbing, electrical and mechanical systems, etc.), real property, and personal property (if any). The Purchaser acknowledges, accepts, and agrees that: (1) there may be material facts about the subject property of which the Developer is not aware which qualified experts may be able to discover, and that there may be latent defects, hidden defects, or defects which time may reveal; (2) the Developer shall not be responsible for such material facts (of which the Developer is not aware), or such latent defects, hidden defects, or defects which time may reveal; and (3) that the improvements on the subject property may not conform to current building codes and/or may not have all required building permits. With knowledge of all of the above, and of the conditions disclosed by the Developer, and/or discovered during inspection(s) of the subject property, the Purchaser acknowledges and agrees that the subject property shall be conveyed in its EXISTING "AS IS" CONDITION, WITHOUT WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED (except as to title). WITHOUT LIMITATION, THE DEVELOPER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO CONDITION, QUALITY, LATENT DEFECTS, HIDDEN DEFECTS, OR DEFECTS WHICH TIME MAY REVEAL, CONFORMANCE TO BUILDING CODES, EXISTENCE OF REQUIRED BUILDING PERMITS, OR FITNESS FOR ANY USE OR PURPOSE WHATSOEVER. The Purchaser will have the opportunity to inspect the subject property, and shall accept the subject property "AS IS". The Purchaser understands and agrees to give up, waive and relinquish all rights to assert any claim, demand, proceeding or lawsuit of any kind against the Developer and/or real estate agents involved with respect to the condition of the subject property, except for claims which are based upon the Developer's and/or real estate agents concealment of material facts and defects, which those parties are required to disclose by law.

PRIOR TO PURCHASING A UNIT IN THE PROJECT, A PROSPECTIVE PURCHASER IS STRONGLY URGED TO CONSULT WITH HIS OR HER ATTORNEY TO EVALUATE THE RISKS AND RAMIFICATIONS OF THE FOREGOING DISCLOSURE AND WAIVER.

5. **HAZARDOUS MATERIALS.** The Developer neither prepared nor commissioned a Phase 1 Environmental Site Assessment and makes no representations or warranties whatsoever. The Developer has made no independent investigation as to asbestos or other hazardous substances in the units or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Purchaser acknowledges that in light of the age of the Project, there may be asbestos and other hazardous substances in the units, or in, under or around the Project. Because of the possible presence of such substances, Purchaser should have the unit inspected to determine the extent (if any) of such contamination and any necessary remedial action. The Developer will not correct any defects in the units or in the Project or anything installed or contained therein and Purchaser expressly releases the Developer from any liability to Purchaser if any hazardous materials are discovered.

6. **LEAD WARNING STATEMENT.** Pursuant to federal law, 42, U.S.C 4852(d), the Residential Lead-Based Paint Reduction Act, "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

7. **MAINTENANCE FEES.** Developer believes that there will be no maintenance fees assessed by the association of unit owners. This is because all costs of every kind pertaining to each unit and its respective limited common elements, including but not limited to, costs of landscaping, maintenance, repair, replacement and improvement shall be borne entirely by the respective unit owner. All other utilities will be separately metered. Furthermore, in the event that any repair work is needed to a common element (such as a common element utility line), the Developer believes that the owners would rather treat any cost associated with such repair work as a special assessment rather than collecting and maintaining a reserve fund. Based on the foregoing, there is no schedule of maintenance fees attached to this Developer's Public Report.

8. **FLOOD ZONE; TSUNAMI INUNDATION AREA.** The Project is located within areas designated as special flood hazard areas as shown on the Federal Emergency Management Agency maps and tsunami inundation areas. Location within these areas will require Unit owners to maintain flood insurance covering the Unit, its Limited Common Elements and the Common Elements. In addition, both existing and new structures are required to comply with the provisions of the City's Flood Hazard Areas Ordinance (Chapter 21A, Revised Ordinances of Honolulu).

9. **CONDOMINIUM DOCUMENTS AND GOVERNMENT AGENCIES.** Each prospective purchaser is cautioned to carefully review the condominium documents referenced in this Public Report for further information regarding the Project and the Units. **EACH PROSPECTIVE PURCHASER IS ALSO ADVISED TO CONTACT THE APPROPRIATE GOVERNMENT AGENCIES TO DETERMINE SPECIFIC REQUIREMENTS FOR THIS PROPERTY, AND TO CONSULT WITH AN ATTORNEY AND OTHER APPROPRIATE PROFESSIONALS.**

10. VIOLATIONS OF ZONING AND LAND USE REGULATIONS. In a condominium, all of the land included in the condominium remains a single, unsubdivided parcel of land for purposes of zoning and land use regulations. If one unit owner violates a regulation, the violation may be attributable to both that owner as well as the innocent owner of each other unit in the project. For example, if one owner builds or adds to a structure in a manner which violates zoning and land use regulations, the violation may apply to the entire condominium and innocent unit owners may be subject to fines or may be denied building permits as long as the violation remains uncured. PROSPECTIVE PURCHASERS SHOULD CONSULT WITH AN ATTORNEY CONCERNING THESE IMPORTANT RISKS.

11. REAL PROPERTY TAXES. The Units may be subject to possible rollback or retroactive property taxes. For more information contact the City and County of Honolulu, Department of Finance, Real Property Tax Assessment.

12. DEVELOPER MAKES NO PROMISES OR WARRANTY ABOUT THIRD-PARTY REPORTS. Developer makes no warranty or representation whatsoever that Developer has provided all studies, reports, tests or other written investigations that may pertain to the condition of the Project. To the extent that Developer may have hired or commissioned any study, test or other investigation of the condition, legal compliance, or any other matter relating to the Project, and to the extent Developer may make the results of any such study, test or investigation available to Purchaser in connection with the offer or sale of the Project, Developer disclaims and makes no warranty or promise regarding the accuracy, reliability or value of any statement or opinion expressed by such third-party. PURCHASER AGREES THAT PURCHASER'S USE OR CONSIDERATION OF ANY SUCH INFORMATION IN CONNECTION WITH THE OFFER OR SALE OF THE UNIT SHALL BE AT PURCHASER'S SOLE RISK.

13. NO RESTRICTIONS ON AGRICULTURE. In compliance with Section 205-4.6, HRS, the Project, as described in the Project's governing documents, does include any restrictions limiting or prohibiting agricultural uses and activities. See Exhibit "J" attached hereto.

**The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.**

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report and the exhibits attached to this report and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

KAHENA WAI ESTATES LLC, a Hawaii limited liability  
company

\_\_\_\_\_  
Printed Name of Developer

By: \_\_\_\_\_ Date  
Duly Authorized Signatory\*

ROI Companies, LLC, Manager, by J. Kahealani Kamauu, Manager  
\_\_\_\_\_  
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

**\*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**





## EXHIBIT "A"

### Description of Units

There are eleven (11) condominium Units in the Project. The Units are more particularly described below:

1. Unit 1. Unit 1 is a one-story Residential Dwelling Structure, without a basement. Unit 1 is comprised of two (2) bedrooms, one (1) bathroom, kitchen, living room, and other improvements as shown on the Condominium Map. Unit 1 also has an attached carport and an open deck. The total net living area of Unit 1 is approximately 360 square feet. The carport is approximately 342 square feet, and the open deck is approximately 144 square feet.

Unit 1 has two (2) appurtenant regular open parking stalls as shown on the Condominium Map.

2. Unit 2. Unit 2 is a one-story Residential Dwelling Structure, without a basement. Unit 2 is comprised of one (1) bedroom, one (1) bathroom, kitchen, living room, and other improvements as shown on the Condominium Map. Unit 2 also has an open concrete pad and a porch. The total net living area of Unit 2 is approximately 550 square feet. The open concrete pad is approximately 335 square feet and the porch is approximately 55 square feet.

Unit 2 has two (2) appurtenant regular open parking stalls as shown on the Condominium Map.

3. Unit 3. Unit 3 is a one-story Residential Dwelling Structure, without a basement. Unit 3 is comprised of one (1) bedroom, one (1) bathroom, kitchen, dining room, living room, and other improvements as shown on the Condominium Map. The total net living area of Unit 3 is approximately 678 square feet.

Unit 3 has two (2) appurtenant regular open parking stalls as shown on the Condominium Map.

4. Unit 4. Unit 4 is a spatial unit, without a basement. Unit 4 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. If and when Unit 4 is replaced, it is expected to be replaced with a Residential Dwelling Structure in accordance with Section 19.1 of the Declaration. The replaced Unit 4 will have that number of rooms and other improvements, and net living floor area in square feet, as set forth in an amendment to the Declaration made in accordance with Section 20.4 of the Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where a Residential Dwelling Structure can or will be built and/or the size or layout of such Residential Dwelling Structure. Except as otherwise set forth in Section 19.1 of the Declaration, nothing herein is intended to limit the dimensions, height, or size of any Residential Dwelling Structure.

Unit 4, when replaced with a Residential Dwelling Structure as provided herein, will have the exclusive use of that number of parking stalls located within the appurtenant Yard Area as determined by the Owner of such Unit. Until such time, parking for Unit 4 is permitted within the appurtenant Yard Area.

5. Unit 5. Unit 5 is a spatial unit, without a basement. Unit 5 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. If and when Unit 5 is replaced, it is expected to be replaced with a Residential Dwelling Structure in accordance with Section 19.1 of the Declaration. The replaced Unit 5 will have that number of rooms and other improvements, and net living floor area in square feet, as set forth in an amendment to the Declaration made in accordance with Section 20.4 of the Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where a Residential Dwelling Structure can or will be built and/or the size or layout of such Residential Dwelling

Structure. Except as otherwise set forth in Section 19.1 of the Declaration, nothing herein is intended to limit the dimensions, height, or size of any Residential Dwelling Structure.

Unit 5, when replaced with a Residential Dwelling Structure as provided herein, will have the exclusive use of that number of parking stalls located within the appurtenant Yard Area as determined by the Owner of such Unit. Until such time, parking for Unit 5 is permitted within the appurtenant Yard Area.

6. Unit 6. Unit 6 is a spatial unit, without a basement. Unit 6 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. To the extent permitted by law, if and when Unit 6 is replaced, it is expected to be replaced with an Accessory Farm Structure in accordance with Paragraph 19.1 of the Declaration. Unit 6 cannot be replaced with a Farm Dwelling. The replaced Unit 6 will have that number of rooms and other improvements, and net floor area in square feet, as set forth in an amendment to the Declaration made in accordance with Section 20.4 of the Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where an Accessory Farm Structure can or will be built and/or the size or layout of such Accessory Farm Structure. Except as otherwise set forth in Section 19.1 of the Declaration, nothing herein is intended to limit the dimensions, height, or size of any Accessory Farm Structure.

There are no designated parking stalls for Unit 6. All parking for said Unit is located within the appurtenant Yard Area as determined by the Owner of such Unit.

7. Unit 7. Unit 7 is a spatial unit, without a basement. Unit 7 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. If and when Unit 7 is replaced, it is expected to be replaced with a Residential Dwelling Structure in accordance with Section 19.1 of the Declaration. The replaced Unit 7 will have that number of rooms and other improvements, and net living floor area in square feet, as set forth in an amendment to the Declaration made in accordance with Section 20.4 of the Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where a Residential Dwelling Structure can or will be built and/or the size or layout of such Residential Dwelling Structure. Except as otherwise set forth in Section 19.1 of the Declaration, nothing herein is intended to limit the dimensions, height, or size of any Residential Dwelling Structure.

Unit 7, when replaced with a Residential Dwelling Structure as provided herein, will have the exclusive use of that number of parking stalls located within the appurtenant Yard Area as determined by the Owner of such Unit. Until such time, parking for Unit 7 is permitted within the appurtenant Yard Area.

8. Unit 8. Unit 8 is a one-story Residential Dwelling Structure, without a basement. Unit 8 is comprised of two (2) bedrooms, one (1) bathroom, kitchen, living room, front deck, and other improvements as shown on the Condominium Map. The total net living area of Unit 8 is approximately 738 square feet. The front deck is approximately 528 square feet.

Unit 8 has two (2) appurtenant regular open parking stalls as shown on the Condominium Map.

9. Unit 9. Unit 9 is a one-story Residential Dwelling Structure, without a basement. Unit 9 is comprised of two (2) bedrooms, one (1) bathroom, kitchen, living room, entry and other improvements as shown on the Condominium Map. The total net living area of Unit 9 is approximately 808 square feet.

Unit 9 has two (2) appurtenant regular open parking stalls as shown on the Condominium Map.

10. Unit 10. Unit 10 is a spatial unit, without a basement. Unit 10 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. To the extent permitted by law, if and when Unit 10 is replaced, it is expected to be replaced with an Accessory Residential Structure in accordance with Section 19.1 of the Declaration. Unit 10 cannot be replaced with a Residential Dwelling Structure, unless such replacement is permitted by law. The replaced Unit 10 will have that number of rooms and other improvements, and net floor area in square feet, as set forth in an amendment to the Declaration made in accordance with Section 20.4 of the Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where an Accessory Residential Structure can or will be built and/or the size or layout of such Accessory Residential Structure. Except as otherwise set forth in Section 19.1 of the Declaration, nothing herein is intended to limit the dimensions, height, or size of any Accessory Residential Structure.

There are no designated parking stalls for Unit 10. All parking for said Unit is located within the appurtenant Yard Area as determined by the Owner of such Unit.

11. Unit 11. Unit 11 is a spatial unit, without a basement. Unit 11 consists of a unit or spatial area the horizontal boundaries (footprint) of which are further described and shown on the Condominium Map. The height and/or vertical limit of this Unit is the horizontal plane that is five (5) feet above the finished grade of the floor area enclosed by the horizontal boundaries and coordinates of the spatial unit. The net area of this Unit is approximately twenty-five (25) square feet. If and when Unit 11 is replaced, it is expected to be replaced with one Farm Dwelling, and any Accessory Farm Structure(s) to the extent permitted by law and in accordance with Section 19.1 of this Declaration. The replaced Unit 11 will have that number of rooms and other improvements, and net living floor area in square feet (if a Farm Dwelling) or net area in square feet (if an Accessory Farm Structure), as set forth in an amendment to the Declaration made in accordance with Section 20.4 of this Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where a Farm Dwelling or an Accessory Farm Structure can or will be built and/or the size or layout of such Farm Dwelling or Accessory Farm Structure. Except as otherwise set forth in Section 19.1 of this Declaration, nothing herein is intended to limit the dimensions, height, or size of any Farm Dwelling or Accessory Farm Structure.

There are no designated parking stalls for Unit 11. All parking for said Unit is located within the appurtenant Yard Area as determined by the Owner of such Unit.

**END OF EXHIBIT "A"**

**EXHIBIT "B"**

**Boundaries of Each Unit**

Section 3.4 of the Declaration provides that:

Each Unit consists of: (a) all footings, floors, foundations, perimeter walls and roofs of the Building and all other improvements from time to time located upon the Yard Area appurtenant to the Unit; (b) all of the space, fixtures, walls and other improvements located within such footings, floors, foundations, perimeter walls and roofs; (c) all exterior surfaces and finishes of such footings, floors, foundations, perimeter walls and roofs; (d) all decks, lanais, porches, steps, stairs or other improvements physically attached to the Building, or otherwise located upon the Yard Area appurtenant to the Unit, and for the exclusive use of the Owners and occupants of the Unit; and (e) all portions of any carport or garage physically attached to, or contained in, the Building, or otherwise located on the Yard Area appurtenant to the Unit, and for the exclusive use of the Owner and occupants of the Unit. The foregoing, as initially established or as hereafter changed pursuant to Section 19.1 of this Declaration, is referred to herein as a Unit. A Unit shall not be deemed to include any pipes, wires, ducts, conduits, or other utility or service lines running through a Unit (or the Yard Area appurtenant to such Unit) which are utilized by or serve any other Unit.

Notwithstanding the foregoing, with respect to Units 4, 5, 6, 7, 10, and 11, until such time that each of those spatial units are replaced with a physical structure (i.e., a Residential Dwelling Structure, an Accessory Residential Structure, a Farm Dwelling, or an Accessory Farm Structure), the boundary of each of those spatial units is the area bounded by the horizontal and vertical planes set forth on the Condominium Map and as further described in Section 3.2 above.

**END OF EXHIBIT "B"**



## EXHIBIT "C"

### Permitted Alterations to Units

The following are provisions from the Declaration pertaining to alterations of the units in the Project.

1. Section 19.1 of the Declaration provides that:

19.1 Changes to Units. Notwithstanding anything to the contrary contained in this Declaration, a Unit Owner, with the consent by the holder of any mortgage affecting the Owner's Unit (if required by such mortgage), shall have the right at his sole option at any time, and from time to time, without the consent of any other person, to improve, renovate, remodel, make additions to, enlarge, remove, replace or restore the improvements to or in his or her Unit or portions thereof or to make or build improvements upon the Yard Area appurtenant to the Unit (collectively, the foregoing are referred to "changes") subject to the following conditions:

(a) The Residential Units, defined in Section 9.1(a) above, shall be subject to the following improvement requirements:

(1) Except for Unit 10, the Residential Units may be improved with a Residential Dwelling Structure.

(2) If permitted by law, Unit 10 may be improved with an Accessory Residential Structure.

(b) The Agricultural Units, defined in Section 9.1(b) above, shall be subject to the following improvement requirements:

(1) Unit 6 is not permitted to have a Farm Dwelling; provided, however, that Unit 6 may be improved with an Accessory Farm Structure if such improvement is permitted by law.

(2) Unit 11 may be improved with one Farm Dwelling and any Accessory Farm Structures as permitted by law.

(3) If a Farm Dwelling is permitted within the Yard Area of a particular Unit in the Project, no other dwelling shall be permitted unless otherwise permitted under the LUO.

(4) As a condition for the issuance of a building permit for a Farm Dwelling, Unit Owners may be required to submit an agricultural or farm plan to the DPP indicating the feasibility of agricultural use for the Unit.

(c) All changes shall conform with all applicable City and County building, zoning laws and ordinances and applicable State law, in effect at the time of such change. All changes shall also conform with any special permits, studies, or requirements that may be imposed by any governmental agencies, including, but not limited to, Shoreline Management Area permits and Archaeological Inventory Surveys. No changes shall be made unless all applicable permits (including, but not limited to, building, grading, demolition, and any other permits that may be required by law) have been applied for, and approved and issued by DPP or any other applicable government agencies. Each Unit Owner hereby acknowledges and agrees that there may be future changes to State and County laws, including but not limited to zoning and building code requirements. As a result of such changes to the laws, what may be allowed for a particular Unit today, may not be allowed for another Unit in the future.

(d) All changes to a Unit must be made within the Yard Area that is appurtenant to the Unit.

(e) No change to a Unit will be made if the effect of such change would be to exceed the Unit's proportionate share of the allowable floor area or building area coverage for the Land, or number of dwelling units, as defined by the LUO in effect when the change is to be made; provided, however, that: (1) each Residential Unit that is permitted to have a Residential Dwelling Structure as set forth in Section 19.1(a) above, shall be permitted to have only one dwelling unit as defined under the LUO, and (2) each Agricultural Unit that is permitted to have a Farm Dwelling as set forth in Section 19.1(b) above, shall be permitted to have only one dwelling unit as defined under the LUO, and such dwelling unit shall at all times comply with the requirements set forth in the LUO and Chapter 205, Hawaii Revised Statutes, as relating to Farm Dwellings and agricultural activities and uses. The "proportionate share" for each Unit shall be the same as its Common Interest in the Land.

(f) All such changes shall be at the expense of the Owner making the change and shall be expeditiously made and in a manner that will not unreasonably interfere with the other Owners' use of their respective Unit or its appurtenant Yard Area.

(g) The Owner of the changed Unit shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Unit affected by such change for electricity, sewer, and other utilities and services and when applicable, to add, delete, relocate, realign, designate, and grant easement and rights-of-way over, under, and on the Common Elements (including the Limited Common Elements) as necessary or desirable in connection therewith; provided that the same shall not cause any unreasonable interruption in the service of such utilities to any other part of the Project or otherwise materially interfere with their use by the other Owners. Each Owner, by accepting an interest in a Unit, shall be deemed to have given a power of attorney to the Owner of any changed Unit to enter into any agreement or to grant any easement and/or right-of-way solely for the purposes set forth in this Section 19.1(g), so that each Owner shall hereafter have a power of attorney from the other Owners to execute such agreements, easements, and/or rights-of-way. This power of attorney shall be deemed coupled with each Owner's interest in his Unit (including its appurtenant Common Interest) and shall be irrevocable. A copy of any agreement and/or easement duly executed pursuant to the power of attorney granted herein shall be promptly delivered to the Association or the Owner(s) of the Units so affected thereby.

(h) If the consent to the change or joinder of another Owner is required by the Act, then each Owner hereby consents in advance to such change.

(i) Each and every conveyance, lease and mortgage or other lien made or created on any Unit and all Common Interests and other appurtenances thereto shall be subject to the provisions of this Section 19.1 and any lease of a Yard Area shall reserve to each Owner the rights set forth in this Section 19.1.

(j) This Declaration is being imposed on the Land before completion of the contemplated construction of: (1) a Residential Dwelling Structure within the respective Yard Areas of Units 4, 5, and 7; (2) an Accessory Residential Structure (or a Residential Dwelling Structure to the extent permitted by law) within the Yard Area of Unit 10; (3) an Accessory Farm Structure to the extent permitted by law within the Yard Area of Unit 6; and (4) a Farm Dwelling and any Accessory Farm Structures to the extent permitted by law within the Yard Area of Unit 11. Consequently, the Owners of Units 1, 2, 3, 8, and 9, and any other Owner who completes the construction of a Residential Dwelling Structure, an Accessory Residential Structure, a Farm Dwelling, or an Accessory Farm Structure (collectively referred to in this Section 19.1 as a "replacement structure"), as the case may be (collectively, the "Non-Building Owner") shall cooperate with the Owners of Units 4, 5, 6, 7, 10, and 11 (including any Units subdivided from Unit 10 and Unit 11 in accordance with Section 25 below) (collectively, the "Building Owner") with respect to the Building Owner's construction of such replacement structure, obtaining building, utility and other governmental permits, and obtaining utility services into his or her Yard Area which may be necessary or desirable for the replacement structure to be built by the Building Owner. Notwithstanding the foregoing, the Non-Building Owner shall not be required to incur any cost or expenses hereunder without being reimbursed by the Building Owner. All costs incurred in the construction of a replacement structure (or making of any change) shall be borne by the Building Owner, who shall indemnify and hold the Non-Building Owners harmless from any loss, liability, damage or expense incurred or suffered by the Non-Building Owners on account of the construction of such replacement structure or the making of such change by the Building Owner, or obtaining such utility services.

(k) A Building Owner constructing a replacement structure or making a change to the Building Owner's Unit must comply with the rules and regulations set forth in Hawaii Administrative Rules, Title 11, Chapter 62, and any other rules and regulations governing individual wastewater systems (collectively, the "Wastewater Rules"). Section 19.3 below sets forth additional requirements regarding individual wastewater systems. As used herein, the term "individual wastewater system" or ("IWS") shall mean any private wastewater disposal or treatment and disposal system (including, without limitation, septic tanks and injection fields ("septic systems") or cesspools) now or hereafter located on or under a Yard Area and utilized by one or more Units.

2. Section 19.3 of the Declaration provides that:

19.3 Individual Wastewater Systems.

(a) Project Not Serviced By Municipal Sewer System. The Project is currently not serviced by the municipal sewer system. Instead, Units 1, 2, 3, 8, and 9 are each currently serviced by an IWS in the form of an existing cesspool. Furthermore, it is contemplated that the residences or other structures for the other Units in the Project, to be constructed in accordance with Section 19.1 above, shall be serviced by IWSs in the form of individual septic systems. All IWSs in the Project shall be installed, operated, and maintained in accordance with the Wastewater Rules, and shall be considered Limited Common Elements appurtenant to the Unit or Units being serviced by a particular IWS.

(b) Allocation of IWSs. Under the Wastewater Rules, there are restrictions on the number of IWSs allowed on a single lot, and the number of bedrooms in a dwelling serviced by an IWS. Accordingly, to comply with these restrictions, the IWSs for the Project shall be allocated as follows:

(1) Units 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 shall each be allocated and serviced by one (1) IWS.

(2) Unit 11 shall be allocated the remaining number of IWSs permitted under the Wastewater Rules. In connection with subdividing Unit 11 in accordance with Section 25 below, the Developer shall have the reserved right, in its sole and absolute discretion, to allocate the service of the remaining permitted IWSs between the buildings to be constructed within the Yard Areas appurtenant to the subdivided Unit 11 Units. The allocation of IWSs between the subdivided Unit 11 Units shall be set forth in the amendment to the Declaration and Condominium Map more particularly described in Section 25 below.

The IWSs for Units 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, shall be located within such Units' respective appurtenant Yard Areas. With respect to the IWSs for the subdivided Unit 11 Units, some of those IWS may be shared by two subdivided Unit 11 Units, and the IWS serving two subdivided Unit 11 Units may be installed within the Yard Area appurtenant to one subdivided Unit 11 Unit or the Yard Area appurtenant to the other subdivided Unit 11 Unit or partially within both Yard Areas, whichever way is the most feasible as determined by an appropriately licensed professional. Furthermore, if so required, the number of bedrooms allocated to each such subdivided Unit 11 Unit shall be set forth in the Developer's amendment to the Declaration and Condominium Map described in Section 25 below.

(c) Costs and Expenses Associated with IWSs. In accordance with Section 15.1 above, all costs and expenses associated with an IWS shall be charged to the Owner of the Unit to which the Limited Common Element is appurtenant. In the event that two (2) Units share an IWS, all expenses associated with the installation, operation, and maintenance of said IWS shall be charged to both Unit Owners as a limited common expense.

2. Paragraph 20.4 of the Declaration provides that:

20.4 Amendments for Changes to Units. Notwithstanding the foregoing, an Owner shall have the right without the consent or joinder of any other person to amend this Declaration and the Condominium Map to reflect the changes made to his or her Unit in accordance with Section 19.1 of this Declaration. Promptly upon completion of such changes, the Unit Owner shall duly record with the Recording Office an amendment to this Declaration and to the Condominium Map, together with a complete set of the floor plans of the Project as so altered, certified as

built by a licensed architect, engineer, or surveyor. All existing Unit Owners and all future Unit Owners and their mortgagees, by accepting an interest in a Unit, shall be deemed to have given each Unit Owner a Power of Attorney to execute an amendment to the Declaration solely for the purpose of describing the changes to his or her respective Unit on the Declaration so that each Unit Owner shall hereafter have a Power of Attorney from all the other Unit Owners to execute such Amendment to the Declaration. This Power of Attorney shall be deemed coupled with each Owner's interest in his or her Unit (including its appurtenant Common Interest) and shall be irrevocable.

**END OF EXHIBIT "C"**

**EXHIBIT "D"**

**Percentage of Common Interest**

Section 6 of the Declaration sets forth the percentage of undivided interest in the Common Elements, herein called the "Common Interest", appurtenant to each Unit in the Project as follows:

|         |               |
|---------|---------------|
| Unit 1  | 2.45%         |
| Unit 2  | 2.44%         |
| Unit 3  | 2.02%         |
| Unit 4  | 2.11%         |
| Unit 5  | 2.07%         |
| Unit 6  | 5.05%         |
| Unit 7  | 4.25%         |
| Unit 8  | 3.88%         |
| Unit 9  | 5.22%         |
| Unit 10 | 19.69%        |
| Unit 11 | <u>50.81%</u> |
| Total   | 100.00%       |

Each Unit shall have said percentage in all common profits of the Project and the same percentage for all other purposes, except as otherwise stated in this Declaration. No change or reallocation of the Common Interest appurtenant to any Unit may be made without the consent of the Unit Owners affected thereby and by holders of any first mortgage on each such Unit, if a consent is required by such mortgage.

**END OF EXHIBIT "D"**



**EXHIBIT "E"**

**Description of Common Elements**

The common elements include the following located within the Project:

1. The Land in fee simple;
2. All pipes, cables, wires, ducts, conduits, electrical equipment, or other utility or service lines, drainage ditches or appurtenant drainage structures and retaining walls (if any), which are located outside the Units and which are utilized for or serve more than one Unit;
3. All pipes, cables, wires, ducts, conduits, electrical equipment, or other utility or service lines running through a Unit which are utilized by or serve more than one Unit;
4. Any and all other apparatus and 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; and
5. All portions of the Project other than the Units, and any other interests in real estate for the benefit of the Unit Owners that are subject to the Declaration.

**END OF EXHIBIT "E"**

**EXHIBIT "F"**

**Description of Limited Common Elements**

The limited common elements so set aside and reserved for the exclusive use of the Units are as follows:

1. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 1 are as follows:
  - (a) The site on which Unit 1 is located, consisting of the land beneath and immediately adjacent to Unit 1 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 1. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 1 contains an area of 4,841 square feet.
  
2. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 2 are as follows:
  - (a) The site on which Unit 2 is located, consisting of the land beneath and immediately adjacent to Unit 2 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 2. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 2 contains an area of 4,820 square feet.
  
3. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 3 are as follows:
  - (a) The site on which Unit 3 is located, consisting of the land beneath and immediately adjacent to Unit 3 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 3. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 3 contains an area of 3,997 square feet.
  
4. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 4 are as follows:
  - (a) The site on which Unit 4 is located, consisting of the land beneath and immediately adjacent to Unit 4 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 4. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 4 contains an area of 4,171 square feet.
  
5. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 5 are as follows:
  - (a) The site on which Unit 5 is located, consisting of the land beneath and immediately adjacent to Unit 5 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 5. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 5 contains an area of 4,099 square feet.
  
6. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 6 are as follows:
  - (a) The site on which Unit 6 is located, consisting of the land beneath and immediately adjacent to Unit 6 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs,

access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 6. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 6 contains an area of 10,000 square feet.

7. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 7 are as follows:

(a) The site on which Unit 7 is located, consisting of the land beneath and immediately adjacent to Unit 7 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 7. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 7 contains an area of 8,408 square feet.

8. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 8 are as follows:

(a) The site on which Unit 8 is located, consisting of the land beneath and immediately adjacent to Unit 8 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 8. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 8 contains an area of 7,684 square feet.

9. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 9 are as follows:

(a) The site on which Unit 9 is located, consisting of the land beneath and immediately adjacent to Unit 9 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 9. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 9 contains an area of 10,333 square feet.

10. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 10 are as follows:

(a) The site on which Unit 10 is located, consisting of the land beneath and immediately adjacent to Unit 10 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 10. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 10 contains an area of 38,963 square feet.

11. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 11 are as follows:

(a) The site on which Unit 11 is located, consisting of the land beneath and immediately adjacent to Unit 11 (including any yard areas, landscaping, driveways, parking stalls, walkways, stairs, access areas, individual wastewater systems, and fences and/or walls surrounding said portion of land), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 11. Said site is referred to in this Declaration as the Yard Area, and the Yard Area for Unit 11 contains an area of 100,531 square feet.

12. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 3, Unit 4, Unit 5 and Unit 6 are as follows:

(a) The driveway designated as Limited Common Element Driveway 1, and consisting of 2,767 square feet as shown on the Condominium Map;

13. The Limited Common Elements so set aside and reserved for the exclusive use of Unit 7, Unit 8, and Unit 11 are as follows:

(a) The driveway designated as Limited Common Element Driveway 2, and consisting of 6,845 square feet as shown on the Condominium Map;

14. Any other Common Element of the Project which is rationally related to fewer than all the Units shall be deemed a Limited Common Element appurtenant to and for the exclusive use of such Unit or Units to which it is rationally related.

**END OF EXHIBIT "F"**

**EXHIBIT "G"**

**List of Encumbrances Against Title**

Encumbrances against the title as contained in the title report dated May 9, 2018, and issued by Title Guaranty of Hawaii, Inc., are as follows:

1. Real property taxes due and payable. For more information contact the Real Property Assessment Office, City and County of Honolulu.
2. Mineral and water rights of any nature in favor of the State of Hawaii.
3. Free flowage of Punaluu Stream.
4. The terms and provisions contained in that certain Exchange Deed, dated October 30, 1993, recorded in the Bureau of Conveyances of the State of Hawaii at Liber 1223 Page 148.
5. PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (FIXTURE FILING)

MORTGAGOR : KAHENA WAI ESTATES LLC, a Hawaii limited liability company

MORTGAGEE : GUY JAY SEU; THOMAS F. SEU, Sole-Trustee under that certain unrecorded Declaration of Revocable Trust of Sau Kwan Chun Aana dated June 6, 1990; THOMAS FONG SEU, Trustee under that certain unrecorded Thomas Fong Seu Revocable Living Trust dated June 7, 1990; ROY AANA SEU, Trustee under an unrecorded Revocable Living Trust Agreement dated September 29, 1995; and CONSTANCE SHEE YUNG SEU, as Trustee under an unrecorded Revocable Living Trust Agreement dated September 29, 1995

DATED : May 20, 2016  
RECORDED : Document No. A-59890352  
AMOUNT : \$1,680,000.00

6. FINANCING STATEMENT

DEBTOR : KAHENA WAI ESTATES LLC, a Hawaii limited liability company  
SECURED  
PARTY : GUY JAY SEU  
RECORDED : Document No. A-59890353  
RECORDED ON : May 25, 2016

IN ADDITION, THE DEVELOPER ADVISES THAT THE FOLLOWING DOCUMENTS WERE SUBSEQUENTLY RECORDED:

7. Condominium Map No. \_\_\_\_\_ filed in said Bureau of Conveyances.
8. Declaration of Condominium Property Regime of Kahena Wai Estates, dated \_\_\_\_\_, 2018, recorded in said Bureau of Conveyances as Document No. A-\_\_\_\_\_.
9. By-Laws of the Association of Unit Owners of Kahena Wai Estates, dated \_\_\_\_\_, 2018, recorded in said Bureau of Conveyances as Document No. A-\_\_\_\_\_.

**END OF EXHIBIT "G"**



**EXHIBIT "H"**

Engineer's Inspection Report

May 22, 2018

Kahena Wai Estates, LLC  
87-070 Farrington Highway, Suite 303  
Waianae, Hawaii 96792  
Attention: J. Kahealani Kamauu

Re: Condominium Conversion Project  
Address: 53-424 Kamehameha Highway  
Hauula, Hawaii 96717  
TMK No.: (1) 5-3-005-030

Dear Mr. Kamauu:

Pursuant to your instructions, a visual assessment was made of the five (5) existing dwellings, and designated as Unit 1, Unit 2, Unit 3, Unit 8 and Unit 9 of the proposed KAHENA WAI ESTATES condominium project (the "Project"), situated at 53-424 Kamehameha Highway, Hauula, Hawaii 96717. The purpose of the assessment was to observe and comment on the present condition of the structural components and mechanical and electrical installations of said Units. Hidden or concealed conditions such as those covered by floor, ceiling, wall panels, coverings or other obstructions were not reviewed during the visit. The assessment did not include any physical testing of structural elements, quantitative structural analysis to determine the adequacy of the structural systems, or invasive testing of the existing mechanical and electrical systems.

The following describes my assessment of the present condition of the buildings and the units therein:

I. Unit 1.

Without invasive examination of covered components:

- (a) The structural components of the Unit appear to be in average condition consistent with the age of the structure.
- (b) The mechanical installations of the Unit appear to be in average condition consistent with the age of the structure. For purposes of this letter, the term "mechanical installations" means the plumbing system.

- (c) The electrical installations of the Unit appear to be in average condition consistent with the age of the structure.

II. Unit 2.

Without invasive examination of covered components:

- (a) The structural components of the Unit appear to be in average condition consistent with the age of the structure.
- (b) The mechanical installations of the Unit appear to be in average condition consistent with the age of the structure. For purposes of this letter, the term "mechanical installations" means the plumbing system.
- (c) The electrical installations of the Unit appear to be in average condition consistent with the age of the structure.

III. Unit 3.

Without invasive examination of covered components:

- (a) The structural components of the Unit appear to be in average condition consistent with the age of the structure.
- (b) The mechanical installations of the Unit appear to be in average condition consistent with the age of the structure. For purposes of this letter, the term "mechanical installations" means the plumbing system.
- (c) The electrical installations of the Unit appear to be in average condition consistent with the age of the structure.

IV. Unit 8.

Without invasive examination of covered components:

- (a) The structural components of the Unit appear to be in average condition consistent with the age of the structure.
- (b) The mechanical installations of the Unit appear to be in average condition consistent with the age of the structure. For purposes of this letter, the term "mechanical installations" means the plumbing

system.

- (c) The electrical installations of the Unit appear to be in average condition consistent with the age of the structure.

V. Unit 9.

Without invasive examination of covered components:

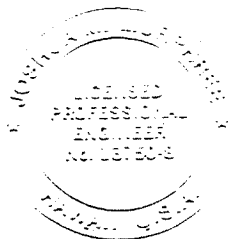
- (a) The structural components of the unit appear to be in poor condition.
- (b) The mechanical installations of the unit are in unknown condition (utilities off at time of inspection). For purposes of this letter, the term "mechanical installations" means the plumbing system.
- (c) The electrical installations of the unit are in unknown condition (utilities off at time of inspection).

The undersigned further states that this report is not a warranty or representation, and should not be relied upon by any purchaser of a unit in the Project. Given the age of the structures, each prospective purchaser should hire and retain his or her own professional home inspector to conduct a thorough examination of the unit and all components. No report is made or given as to the existence or nonexistence of any hazardous materials including lead based paint and asbestos and the existence or nonexistence of any termites or other pests.

Very truly yours,

 5/22/12  
Joshua M. Murphree  
Licensed Professional Engineer  
No. PE-13750

#652501v2



**EXHIBIT "I"**

DPP letter 2/16/17

**DEPARTMENT OF PLANNING AND PERMITTING  
CITY AND COUNTY OF HONOLULU**  
850 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU HAWAII 96813  
PHONE (808) 768-8000 • FAX (808) 769-0041  
DEPT WEB SITE [www.honolulu.gov](http://www.honolulu.gov) • CITY WEB SITE [www.honolulu.gov](http://www.honolulu.gov)

KIRK CALDWELL  
MAYOR



KATHY A. SONLGAHL  
ACTING DIRECTOR  
TRISTAN F. HO  
DEPUTY DIRECTOR

2016/ELOG-1442(LT)

February 16, 2017

Mr. J. Kahealani Kamaau  
1321 Hart Street, Suite 208  
Honolulu, Hawaii 96817

Dear Mr. Kamaau:

**SUBJECT: Condominium Conversion Project  
53-458, 53-452, 53-450, 53-440, 53-428 Kamehameha Highway  
Tax Map Key (TMK): 5-3-005: 030**

This is in response to your letter dated May 5, 2016, requesting verification that the structures on the above-referenced property met all applicable code requirements at the time of construction.

Investigation revealed that the five one-story single-family detached dwellings, with ten unpaved off-street parking spaces met all applicable code requirements when they were constructed in 1941, 1946, 1948, and 1983 on this 4.7625-acre R-5 Residential District/AG-2 General Agricultural District zoned lot.

Investigation also revealed the following:

1. On March 19, 1964, a subdivision (File No. 62/SUB-158) was granted approval by the Planning Director to the proposed subdivision and consolidation of the following: (1) TMK: 5-3-005: 027 into Parcel A of 3,069 sq. ft., and leaving a remainder area; (2) TMK: 5-3-005: 030 into Parcel C of 3,089 sq. ft. and Parcel D of 1,467 sq. ft., and leaving a remainder area of 5.031 acres; (3) TMK: 5-3-005: 042 into Parcel B of 304 sq. ft., and leaving a remainder lot; and (4) Consolidation and resubdivision of Parcels 27, 28, 30, and 42 of TMK: 5-3-005 at Punaluu into two areas: one area of 23,359 sq. ft., with a 16-ft. entrance, and one area of 5.108 acres.

Mr. J. Kahealani Kamaau  
February 16, 2017  
Page 2

2. On October 28, 2014, a lot determination (File No. 2014/LD-3) indicated that parcels 5-3-005: 028 and :030 were consolidated into one lot under Subdivision File No. 1982(158). Also, TMKs 5-3-005: 028 and 030 constitute one lot of 4.7625 acres, being portions of Grant 879 to L.S. Ua; L.C. Award 10185, Ap.3 to Makala; R.P. 4939, L.C. Award 3752, Ap.2 to Ukeke; and R.P. 2143, L.C. Award 7667, Ap.4 to Kahawaii, as shown on the map prepared and stamped , dated August 13, 2014.
3. The ten unpaved off-street parking spaces are considered nonconforming because they lack the required all-weather-surface.

As a result of the adoption or amendment of any ordinance or code, the Department of Planning and Permitting cannot determine all other legal nonconforming uses or structures.

No variances or other permits were granted to allow deviations from any applicable codes.

Conversion to a condominium property regime (CPR) is not recognized by the City and County as an approved subdivision. CPR delineates ownership; it does not create separate lots of record for subdivision and zoning purposes.

If you have any questions regarding this matter, please contact Angel Barcelo of our Commercial and Multi-Family Code Enforcement Branch at 768-8152.

Very truly yours,

  
**POT** Kathy K. Sokugawa  
Acting Director



**EXHIBIT "J"**

DPP AG LETTER 5/11/18

DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
PHONE: (808) 768-8000 • FAX: (808) 768-8041  
DEPT. WEB SITE: [www.honolulu.dpp.org](http://www.honolulu.dpp.org) • CITY WEB SITE: [www.honolulu.gov](http://www.honolulu.gov)

KIRK CALDWELL  
MAYOR



KATHY K. SOKUGAWA  
ACTING DIRECTOR

TIMOTHY F. T. HIU  
DEPUTY DIRECTOR

EUGENE H. TAKAHASHI  
DEPUTY DIRECTOR

2018/ELOG-468

May 11, 2018

Anders G.O. Nervell, Esq.  
Clay Chapman Iwamura Pulice & Nervell  
Attorneys at Law  
Topa Financial Center, Bishop Street Tower  
700 Bishop Street, Suite 2100  
Honolulu, Hawaii 96813

Dear Mr. Nervell:

**SUBJECT:** Kahena Wai Estates Condominium Project  
Owner: Kahena Wai Estates, LLC  
53-450, -452, -458, -440 and -428 Kamehameha Highway, Hauula  
Tax Map Key: 5-3-005: 028 & 030

This is in response to your letter dated March 6, 2018, requesting the Department of Planning and Permitting (DPP) to provide written verification that the subject condominium property regime (CPR) under Chapter 514B, Hawaii Revised Statutes (HRS), as described and set forth in the project's Declaration, Condominium Map, and By-Laws, does not restrict, limit, or prohibit agricultural uses or activities, pursuant to Section 205-4.6, HRS.

The condominium statute requires verification by an appropriate county official that the project does not include any restrictions limiting or prohibiting agricultural uses or activities (HRS §514B-52(b)). As stated in your letter, but not in your condominium documents, a portion of the proposed 11-unit condominium is located on lands zoned AG-2, General Agricultural District, and in the State Agricultural District. The remainder of the property is zoned R-5, Residential District, and is within the State Urban District. The DPP does not find specific language in the condominium documents limiting or prohibiting agricultural uses and activities.

Declaration of Condominium Property Regime.

We request the following be addressed by the final document:

1. Section 1.1(a) of the Declaration, should have the definition of "Accessory Farm Structure" amended to indicate a farm dwelling is excluded.
2. Section 2.3 should have the Tax Map Key Number amended to include parcel 5-3-005: 028 which the Condominium Map shows as part of the Project.
3. Section 3 should be amended as the total agricultural land area for the Project appears to be slightly over two acres (91,040 square feet according to Real Property Assessment records). This is sufficient for only one farm dwelling under the provisions of the Land Use Ordinance (LUO). It seems questionable to propose two agricultural CPR units (Units 6 and 11) when the land area is large enough for only one farm operation (two acres is the minimum land area for a lot in the AG-2 district). Furthermore, Unit 6 with an area of 10,000 square feet, appears too small for sustainable grazing purposes. The Natural Resources Conservation Service recommends two acres of well managed pasture to support one mature horse or one cow.
5. Sections 3.2(b)(6), 9.1(b), and 19.1(b)(1) contemplate the building of an Accessory Farm Structure on Unit 6. However, the structure must be accessory to a principal permitted agricultural use on the property, which as noted above is already quite small for grazing purposes. Building a structure on Unit 6 will leave even less area available for pasture to grow and support any grazing animals, and should be reconsidered.
6. Sections 3.2(b)(10), 9.1(a), and 19.1(a)(2) indicate that an Accessory Residential Structure, but not a Residential Dwelling Structure, will be built on Unit 10. However, the Developer reserves the right, as long as the Developer remains the owner of Unit 10, to replace it with a Residential Dwelling Structure "to the extent permitted by the law". It is questionable to propose this CPR unit, as the accessory residential structure must be accessory to a principal permitted use (i.e., a residential dwelling) on the property, and the LUO does not allow more than eight (8) residential dwellings for the entire Project, which are already allocated to Units 1 to 5, and 7 to 9, inclusive. A residential dwelling on Unit 10 would not be allowed unless the Developer obtains approval by the City of the necessary residential cluster housing or subdivision permits to increase the number of residential dwellings to more than eight.

7. Section 3.2(b)(11), 9.1(b), 19.1(b)(2), and 25.7 allows for one or more Farm Dwellings or Accessory Farm Structures on Unit 11. However, as indicated previously on Item No. 3, the entire agricultural land area of the Project site is enough for only one farm dwelling. Accordingly, language reserving the Developer the right to apply for and obtain an agricultural cluster permit for up to eight (8) Farm Dwellings, should be removed entirely. The property does not qualify for an agricultural cluster permit pursuant to the LUO.
8. Section 3.3 states that all units in the Project have access to Kamehameha Highway, a public highway, either directly, or over a Shared Limited common Element driveway, as shown on the Condominium Map. As the highway is under the jurisdiction of the State of Hawaii Department of Transportation (HDOT), all proposed direct accesses or shared driveways should be confirmed by the Developer with the HDOT.
9. Section 16.1 refers to Project insurance requirement if it is located in a special flood hazard area on the federal flood maps. This is not hypothetical, as the Project is definitely located within a special flood hazard area and will be subject to just not an insurance requirement, but both existing and new structures are required to comply with the provisions of the City's Flood Hazard Areas Ordinance (Chapter 21A, Revised Ordinances of Honolulu).
10. Section 25.1 refers to subdivision or consolidation processes under the LUO, but it should instead refer to the Subdivision Ordinance of the City and County of Honolulu.
11. Not included in the Declaration is any reference to the Project being subject to the Special Management Area (SMA), Chapter 25, Revised Ordinances of Honolulu. Residential development that involves more than two dwelling units is considered "development" for purposes of the SMA, and the additional dwellings (including farm dwellings) will require an SMA Use Permit. As more than two dwellings are already present on the property, the entire site is subject to SMA permitting requirements. If the valuation of any development exceeds \$500,000, or is likely to have a substantially adverse environmental or ecological effect, a Major SMA Use Permit, subject to City Council approval, will be required. Prior to any SMA permit application, the applicant would also be required to prepare an Environmental Assessment and obtain a Finding of no Significant Impact for the proposal. The SMA Use Permit requirement is crucial to the proposed additional dwellings and other structures, and consideration should be given to obtaining this permit **prior** to finalizing the condominium.

Compliance with County Zoning and Development Ordinances.

The condominium statute also requires conformance of the CPR with the existing underlying county zoning for the property, and all applicable county permitting requirements adopted by the county in which the property is located, including any supplemental rules (HRS §514B-5). Review of development permits for the Project can only be performed by the DPP based on the entire property and/or underlying zoning lot, not by individual CPR unit.

The DPP acknowledges that the Declaration and/or Developer's Public Report will contain the following:

1. Any reference to subdivision of the units, shall mean division of CPR units into additional CPR units. Any request to create separate lots under the City's subdivision process must meet requirements applicable to any subdivision, including standards related to roads and utilities, as the Subdivision Rules and Regulations make no special accommodations for condominium units or unit boundaries.
2. Disclosure that the Project is not immune to future changes to zoning and building code requirements; i.e., condominium units are not "vested" by virtue of their establishment prior to changes in development codes.
3. Requirement of the Unit owners to submit an agricultural or farm plan to the DPP as a condition of the issuance of a building permit for a Farm Dwelling.
4. Disclosure that any earth movement of more than 50 cubic yards, cut, or fill in excess of 3 feet in height at the deepest point, or causing a change in drainage patterns, will require a grading permit.

In closing, the DPP remains concerned that there is a commonly held misunderstanding that condominium units either have the same development privileges as subdivided lots, or are exempt from zoning regulations. We are providing a more thorough review of the CPR documents in an attempt to be proactive in reducing these misunderstandings and manage everyone's expectations when it comes to compliance with applicable codes.

Anders G.O. Nervell, Esq.  
May 11, 2018  
Page 5

Should you have any questions, please contact Mario Siu-Li of our Subdivision Branch, at 768-8098.

Very truly yours,



Kathy K. Sokugawa  
Acting Director

cc: State Department of Commerce and  
Consumer Affairs, Real Estate Section  
County Planning Departments  
DPP, Customer Service Division  
DPP, Planning Division  
DPP, Land Use Permit Division

**END OF EXHIBIT "J"**



**EXHIBIT "K"**

**Summary of Pertinent Provisions of Sales Contract**

The specimen Sales Contract on file with the Real Estate Commission consists of the Hawaii Association of Realtors Standard Form Purchase Contract, together with attached Addenda. The Sales Contract contains the price, description and location of the Unit and other terms and conditions under which a buyer will agree to buy a Unit in the Project. Among other things, the Sales Contract provides:

1. A section for financing to be filled in and agreed to by the parties which will set forth how the buyer will pay the purchase price.
2. That a buyer's deposits will be held in escrow until the sales contract is closed or cancelled.
3. That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
4. That in the event of default:
  - (a) If buyer defaults:
    - (i) Seller may bring an action for breach of contract;
    - (ii) Seller may retain the deposits as liquidated damages;
    - (iii) Buyer is responsible for any costs incurred under the sales contract.
  - (b) If seller defaults:
    - (i) Buyer may bring an action for breach of contract;
    - (ii) Buyer may bring an action for specific performance;
    - (iii) Seller is responsible for any costs incurred under the sales contract.

The prevailing party is entitled to recover all costs incurred including reasonable attorney's fees. Escrow fees incurred shall be deducted before disbursement to the prevailing party.

5. The buyer has the right to cancel the Sales Contract under the following conditions:
  - (a) At any time within thirty (30) days following the date the Public Report is delivered to buyer. If buyer so cancels, buyer will be entitled to receive a refund of any deposits. If buyer does not act within the thirty (30) day period, or if the Unit is conveyed to the buyer, buyer will be deemed to have accepted the Public Report and to have waived his right to cancel.
  - (b) If there is a material change in the Project which directly, substantially and adversely affects the use or value of buyer's Unit or appurtenant limited common element, or the amenities available for buyer's use. If so, buyer will be entitled to receive a refund of any deposits.

6. The Units will be conveyed in their present "as is" condition.

THE SALES CONTRACT CONTAINS VARIOUS OTHER PROVISIONS WHICH THE BUYER SHOULD BECOME ACQUAINTED WITH. THE INFORMATION CONTAINED HEREIN IS ONLY A SUMMARY OF THE TERMS OF THE SALES CONTRACT. FOR MORE DETAILED INFORMATION, YOU MUST SECURE A COPY OF THE SALES CONTRACT AND READ IT THOROUGHLY.

**END OF EXHIBIT "K"**

**EXHIBIT "L"**

**Summary of Pertinent Provisions of Escrow Agreement**

The following is a summary of the Escrow Agreement dated December 21, 2017, entered into by and between KAHENA WAI ESTATES, LLC ("Seller"), and TITLE GUARANTY OF HAWAII, INC. ("Escrow").

The escrow agreement establishes an arrangement under which the deposits a buyer makes under a sales contract will be held by a neutral party (i.e., Escrow). Under the escrow agreement these things will or may happen:

- (a) Signed copies of the sales contract will be provided to Escrow.
- (b) Escrow will collect payments due pursuant to the sales contract.
- (c) Seller will notify Escrow who in turn will notify buyer when payments are due.

(d) Escrow will accept buyer's payments pursuant to the sales contract and will hold the funds or make payments according to the escrow agreement.

(e) The escrow agreement states under what conditions escrow will disburse buyer's funds. Escrow will disburse upon receipt of the following:

- 1. the conveyance document;
- 2. all necessary releases of encumbrances (under Section 514B-45, HRS);
- 3. the full amount of the purchase price;
- 4. any mortgage or other instrument securing payment; and
- 5. purchaser's share of the closing costs.

(f) Under the escrow agreement buyer shall be entitled to a refund, if buyer makes a written request for a refund and Escrow has received a written request from Seller to return buyer's funds (Section 514B-90, HRS). In addition, by law, (under Sections 514B-86 and 87, HRS) buyer has a right to rescind a sales contract.

(g) The escrow agreement states what will happen to a buyer's funds upon default under the sales contract. Seller is required to certify to Escrow in writing that buyer defaults and that Seller is terminating the contract. Escrow will notify buyer by certified mail that Seller has cancelled contract. Escrow will treat the buyer's funds as belonging to the Seller subject to the provisions relating to dispute and conflicting demands.

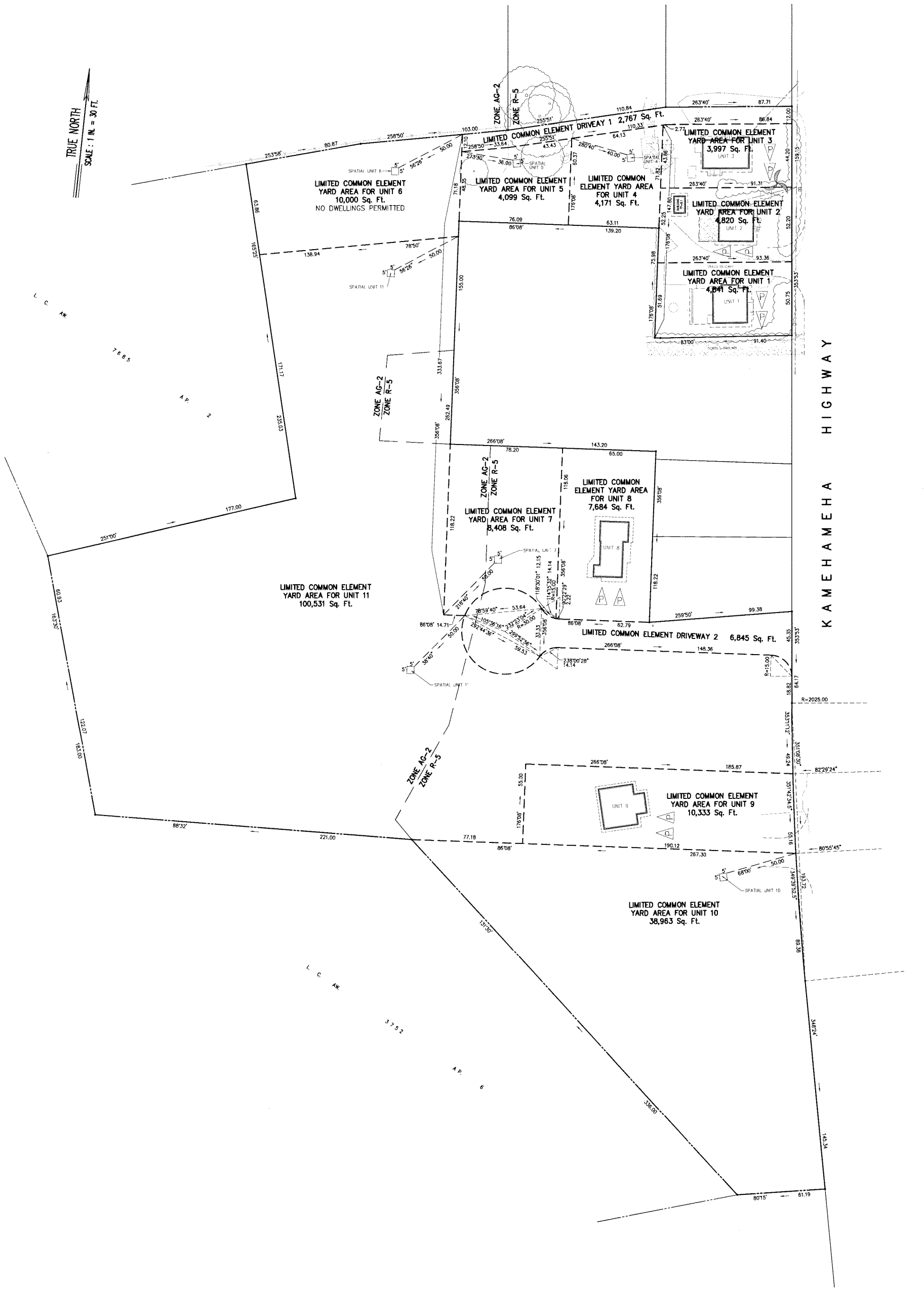
(h) Escrow will coordinate and supervise the signing of all necessary documents.

(i) The escrow agreement sets forth Escrow's responsibilities in the event of any disputes.

THE ESCROW AGREEMENT CONTAINS VARIOUS OTHER PROVISIONS AND ESTABLISHES CERTAIN CHARGES WITH WHICH THE PURCHASER SHOULD BECOME ACQUAINTED. THE INFORMATION CONTAINED HEREIN IS ONLY A SUMMARY OF THE TERMS OF THE AGREEMENT. FOR MORE DETAILED INFORMATION, YOU MUST SECURE A COPY OF THE AGREEMENT AND READ IT THOROUGHLY.

**END OF EXHIBIT "L"**

TRUE NORTH  
SCALE: 1 IN. = 30 FT.



KAMEHAMEHA HIGHWAY

- NOTES:
- 1) "UNITS 4 THROUGH 7, 10 AND 11" ARE NOT STRUCTURES BUT ARE A SPATIAL PORTION OF THE PROJECT CONSISTING OF A CUBE. SUCH MAY BE REPLACED BY A STRUCTURE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM
  - 2) DASHED LINES REPRESENT DIVISION OF LIMITED COMMON ELEMENT AREAS APPURTENANT TO THE UNITS AND DO NOT REPRESENT SUBDIVIDED LOTS.
  - 3) REPRESENTS AN 8' X 16' PARKING STALL



P.O. BOX 3351 HONOLULU, HI 96801  
PH: (808) 536-2705 FX: (808) 599-4032



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION  
*James R. Thompson*  
Exp. 04/30/18

"KAHENA WAI ESTATES"  
CONDOMINIUM PROJECT  
PORTION GRANT 879 TO L.S. UA  
AND R. P. 4939, L.C. AW. 3752  
AP. 2 TO UKEKE AND  
PORTION L.C. AW. 10185 AP. 3 TO MAKAI'A  
AT KAPANO, KOOLAULO'A, OAHU, HAWAII  
SCALE: 1 IN. = 30 FT.  
FEBRUARY 14, 2018 WALTER P. THOMPSON, INC.

# EXISTING UNIT PLANS FOR: FOR: KAHENA WAI ESTATES

53-428 TO 53-458 KAMEHAMEHA HWY, HAUULA, HI 96817  
TMK:5-3-005:030, 4.7625 ACRES

## APPLICABLE CODES

1. INTERNATIONAL BUILDING CODE 2006
2. INTERNATIONAL ENERGY CODE 2006
3. NATIONAL ELECTRICAL CODE 2008
4. STATE FIRE CODE AND AMENDMENTS
5. CITY OF HONOLULU REVISED ORDINANCES  
ALL REVISED ORDINANCES OF HAWAII
6. ALL APPLICABLE ORDINANCES FOR WORK WITHIN FLOOD  
HAZARD DISTRICTS AND DEVELOPMENTS TO DRAINAGE  
FACILITIES.

## PROJECT INFORMATION:

**ADDRESS:**  
53-428 TO 53-458 KAMEHAMEHA HWY.  
HAUULA, HI 96717

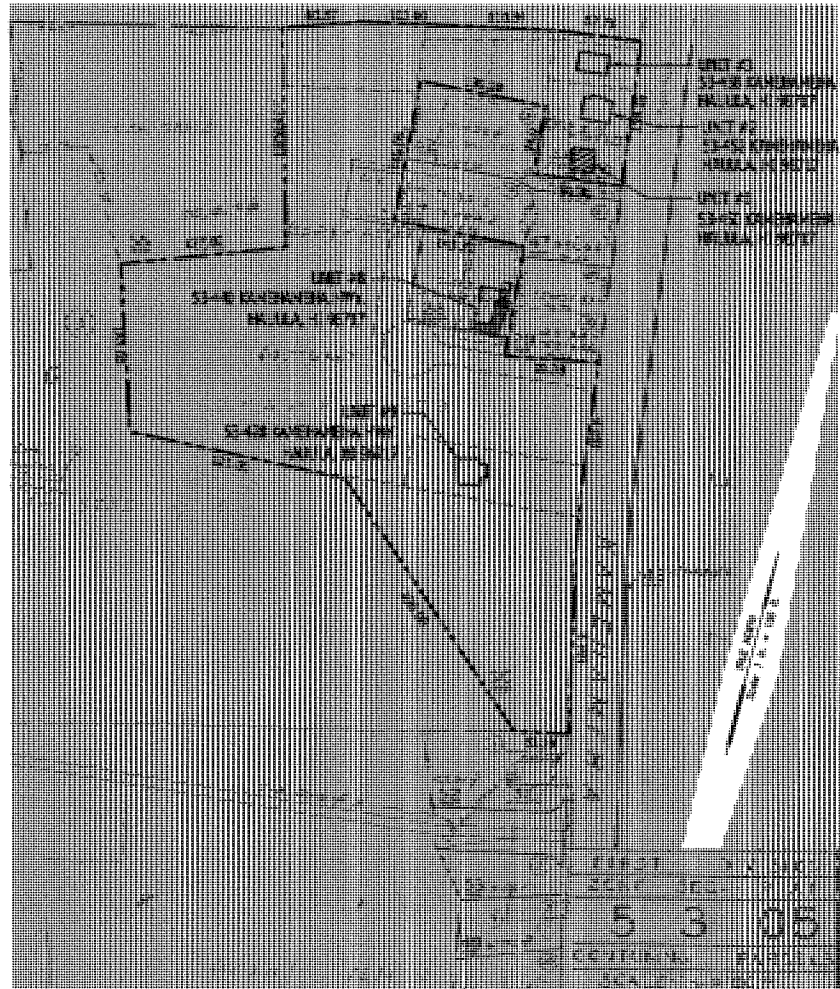
**TMK:**  
5-3-005:030, 4.7625 ACRES

**ZONING:**  
AG-2 & R-5 (R-5 @ NEW LOCATION)

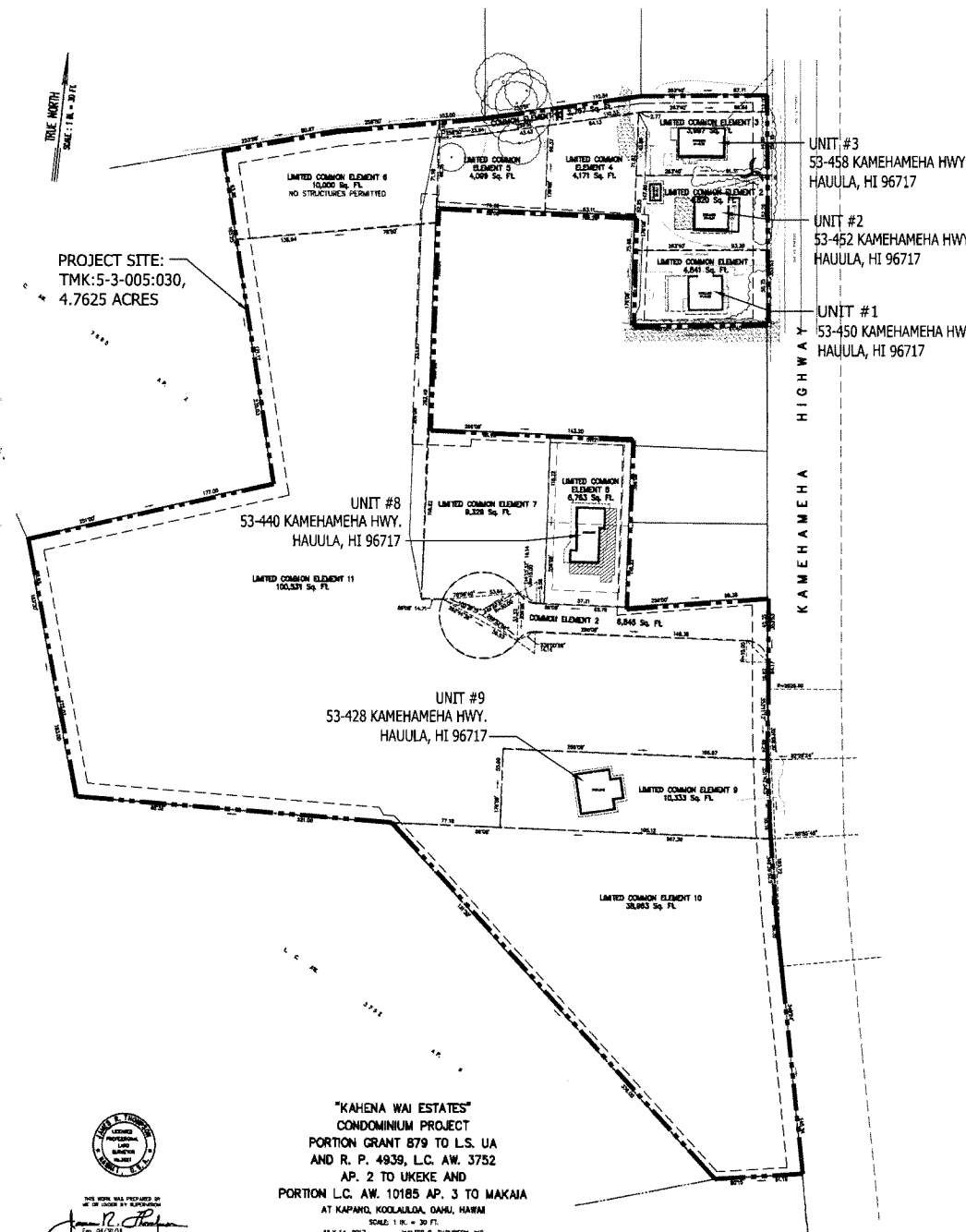
**FLOOD INSURANCE RATE MAP ZONE:**  
AE/VE/X  
SMA & UIC -YES

## SHEET LIST:

**SHEET DESCRIPTION**  
T001 PROJECT INFO, SURVEY MAP, & TAX MAP  
S-1 UNIT #1 53-450 KAM HWY. UNIT PLANS  
S-2 UNIT #2 53-452 KAM HWY. UNIT PLANS  
S-3 UNIT #3 53-458 KAM HWY. UNIT PLANS  
S-4 UNIT #8 53-440 KAM HWY. UNIT PLANS  
S-5 UNIT #9 53-428 KAM HWY. UNIT PLANS

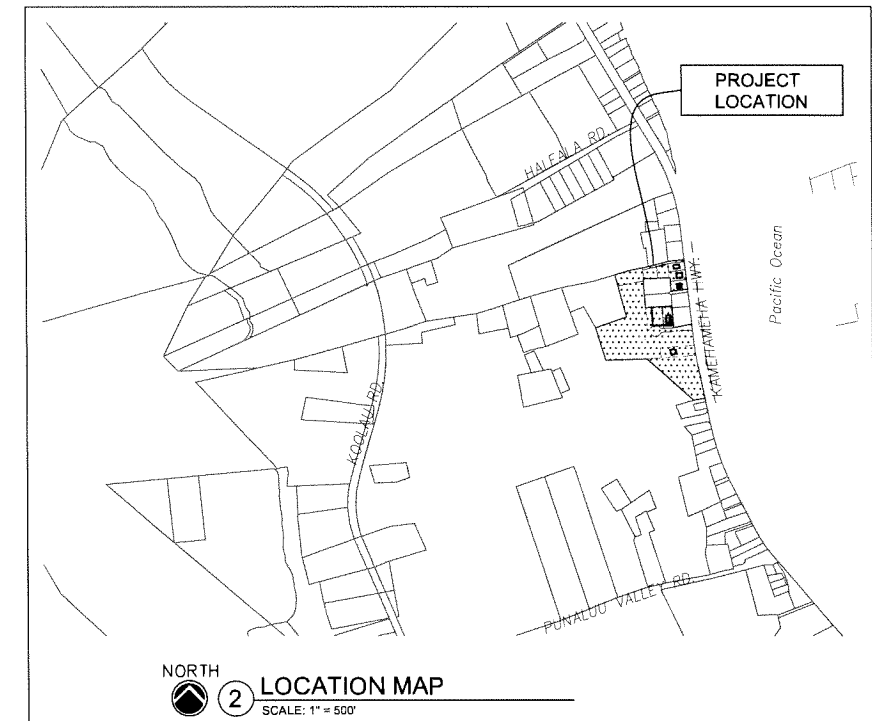
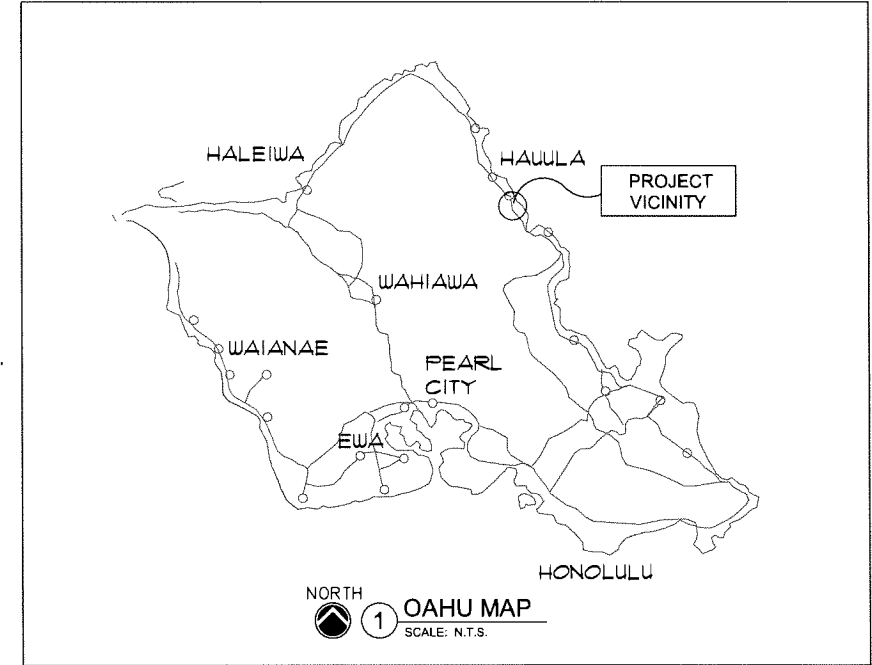


1 TAX MAP  
1" = 100'  
0 50' 100' 200'



"KAHENA WAI ESTATES"  
CONDOMINIUM PROJECT  
PORTION GRANT 879 TO L.S. UA  
AND R. P. 4939, L.C. AW. 3752  
AP. 2 TO UKEKE AND  
PORTION L.C. AW. 10185 AP. 3 TO MAKAIJA  
AT KAPAHU, KOOLAUPU, OAHU, HAWAII  
SCALE: 1" = 30 FT.  
JULY 14, 2017 WALTER P. THOMPSON, INC.

2 SURVEY MAP  
1" = 60'  
0 30' 60' 120'



2 LOCATION MAP  
SCALE: 1" = 500'

**KAHENA WAI ESTATES**  
53-428 TO 53-458 Kamehameha Hwy.  
Hauula, HI 96717  
TMK: 5-3-005:030, 4.7625 ACRES

| REV # | DATE | DESCRIPTION |
|-------|------|-------------|
|       |      |             |
|       |      |             |
|       |      |             |

SHEET DESCRIPTION:  
**PROJECT INFO,  
SURVEY MAP,  
& TAX MAP**

SHEET NO. 1  
**T001**  
OF 6 SHEETS

**UNIT #1 SUMMARY:**

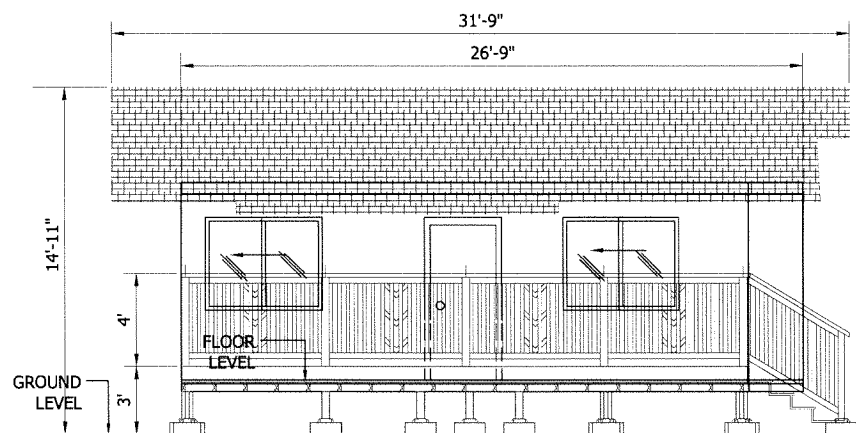
53-450 KAM HWY.  
HAUULA, HI 96717

**PROJECT SUMMARY:**

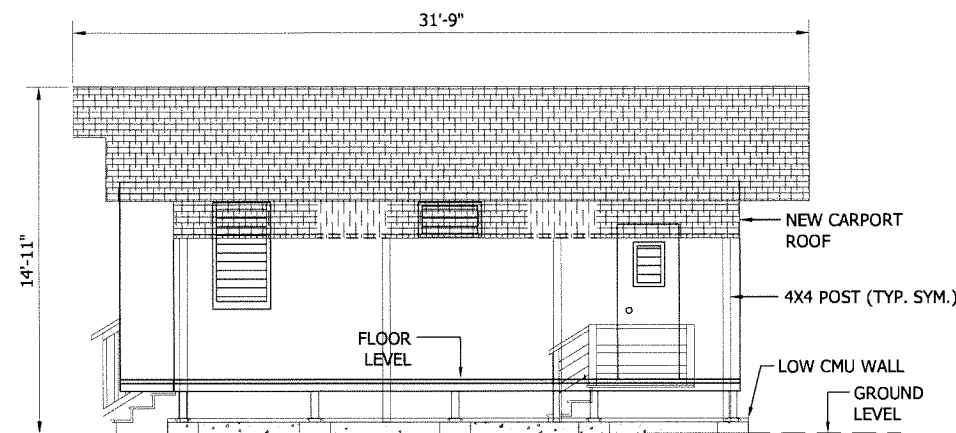
|                    |           |
|--------------------|-----------|
| EXIST. LIVING AREA | 360 SF.   |
| EXIST. OPEN DECK   | 144 SF.   |
| EXIST. CARPORT     | 342 SF.   |
| TOTAL:             | 846 SF.   |
| TOTAL LIVING AREA: | 360 SF.   |
| LOT SIZE:          | 4,841 SF. |
| PERCENTAGE OF LOT: | 7.5 %     |

**CONSTRUCTION NOTES:**

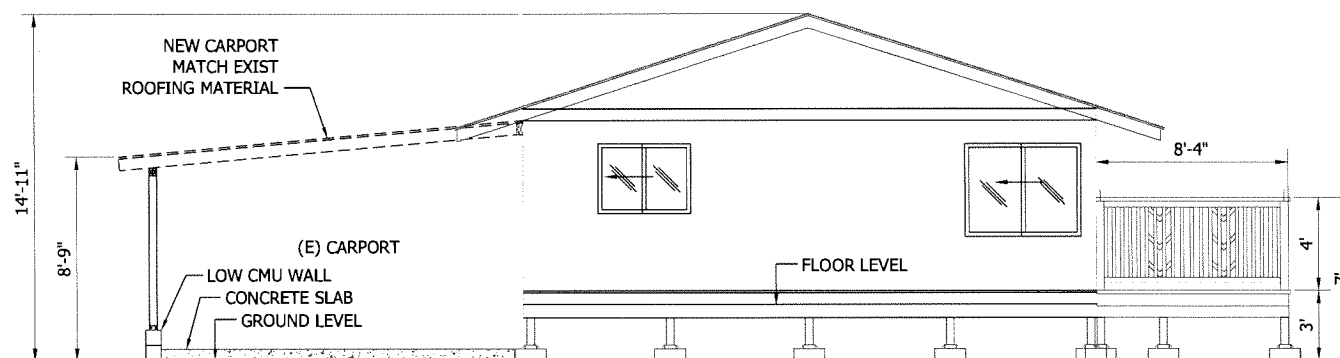
1. SINGLE WALL CONSTRUCTION
2. POST & BLOCK FOUNDATION
3. COMPOSITE ASPHALT SHINGLE ROOF
4. COMPACTED GRAVEL DRIVEWAY



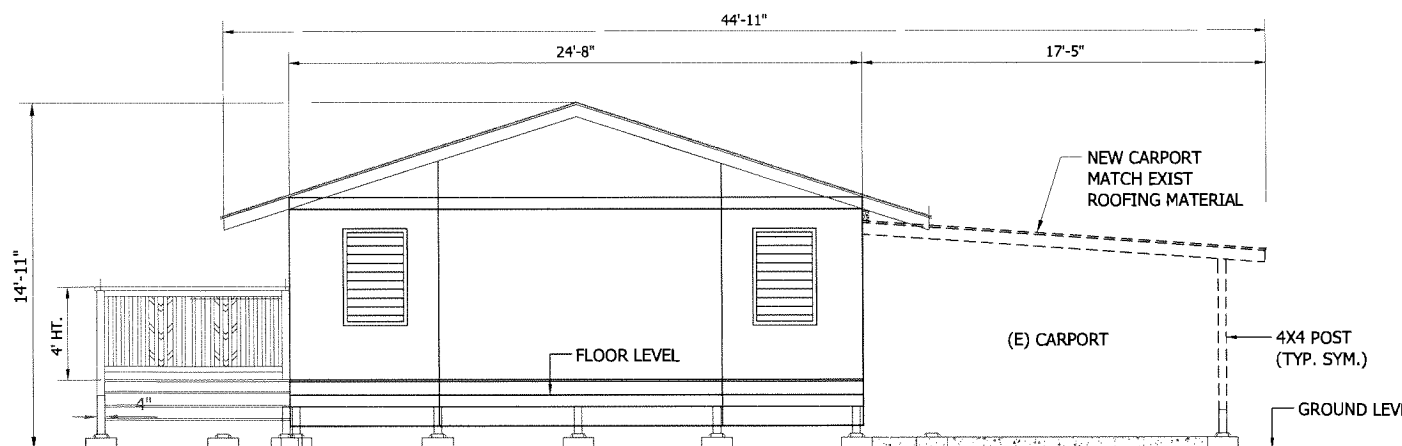
4 FRONT ELEVATION  
1/4" = 1'-0"



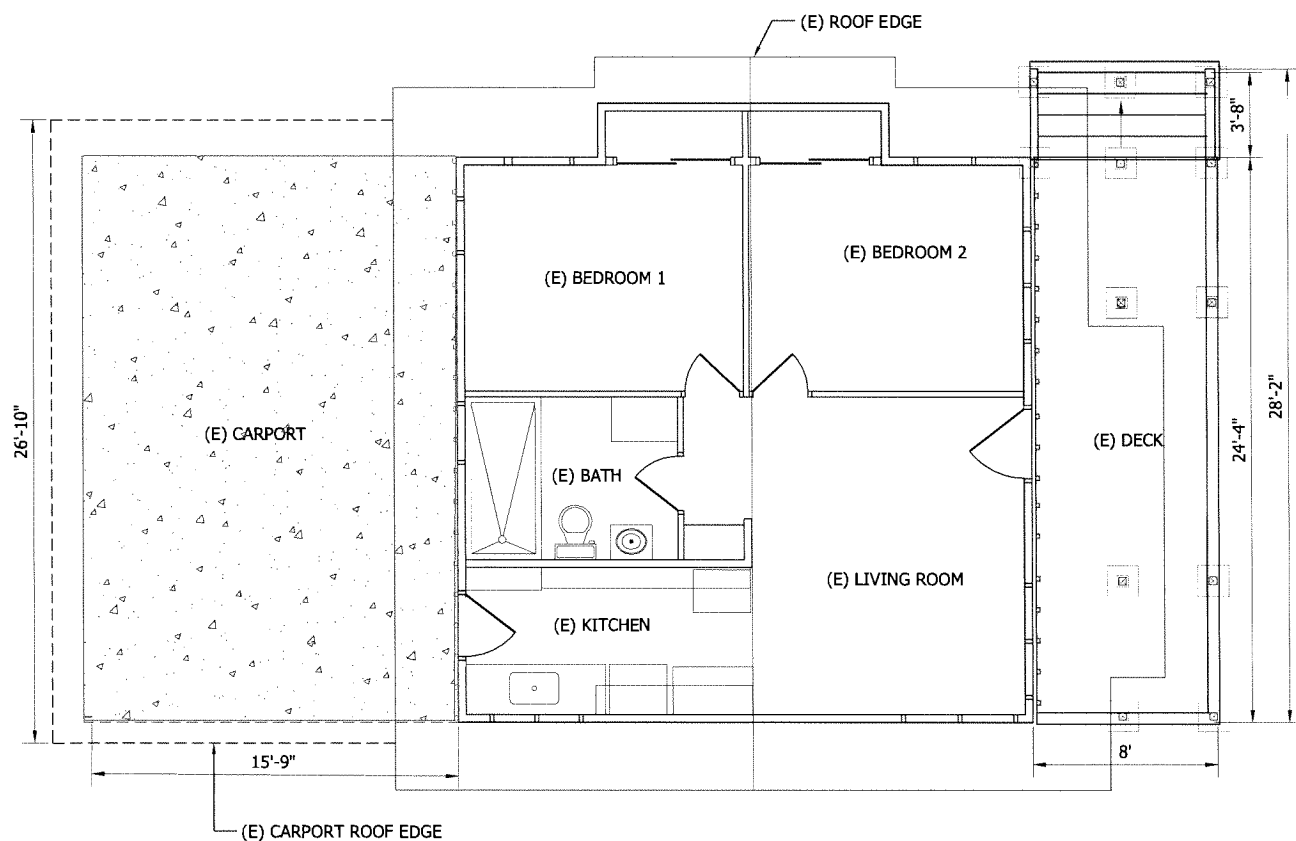
5 BACK ELEVATION  
1/4" = 1'-0"



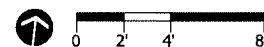
3 LEFT ELEVATION  
1/4" = 1'-0"



2 EXIST. RIGHT ELEVATION  
1/4" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #1 - 53-450 KAMEHAMEHA HWY.  
1/4" = 1'-0"



KAHENA WAI ESTATES

53-428 TO 53-458 Kamehameha Hwy.  
Hauula, HI 96717  
TMK: 5-3-005:030, 4.7625 ACRES

| REV # | DATE | DESCRIPTION |
|-------|------|-------------|
|       |      |             |
|       |      |             |
|       |      |             |

SHEET DESCRIPTION:  
LIMITED COMMON  
ELEMENT #1  
53-450 KAM HWY.  
UNIT PLAN  
& ELEVATIONS

SHEET NO. 2  
**S-1**  
OF 6 SHEETS



### UNIT #2 SUMMARY:

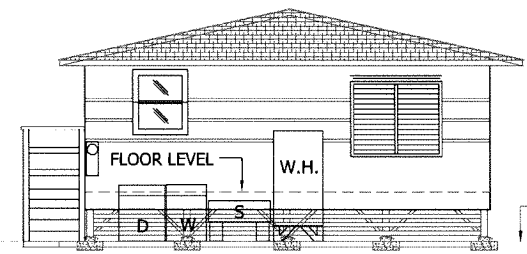
53-452 KAM HWY.  
HAUULA, HI 96717

**PROJECT SUMMARY:**

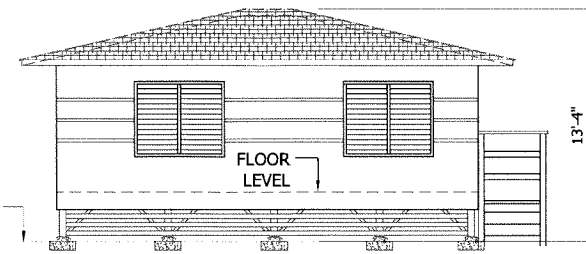
|                       |           |
|-----------------------|-----------|
| EXIST. LIVING AREA    | 550 SF.   |
| EXIST. OPEN CONC. FL. | 335 SF.   |
| EXIST. PORCH          | 55 SF.    |
| TOTAL:                | 940 SF.   |
| TOTAL LIVING AREA:    | 550 SF.   |
| LOT SIZE:             | 4,820 SF. |
| PERCENTAGE OF LOT:    | 11.5%     |

**CONSTRUCTION NOTES:**

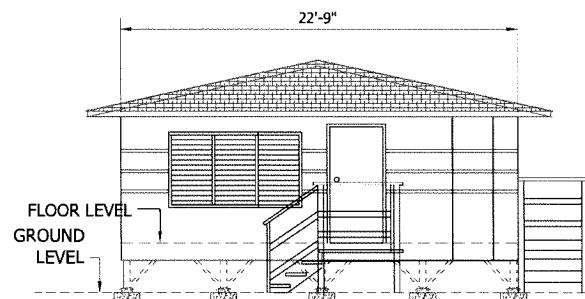
1. SINGLE WALL CONSTRUCTION
2. POST & BLOCK FOUNDATION
3. COMPOSITE ASPHALT SHINGLE ROOF
4. COMPACTED GRAVEL DRIVEWAY



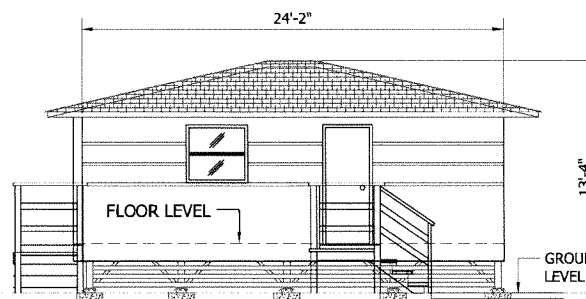
4 BACK ELEVATION  
3/16" = 1'-0"



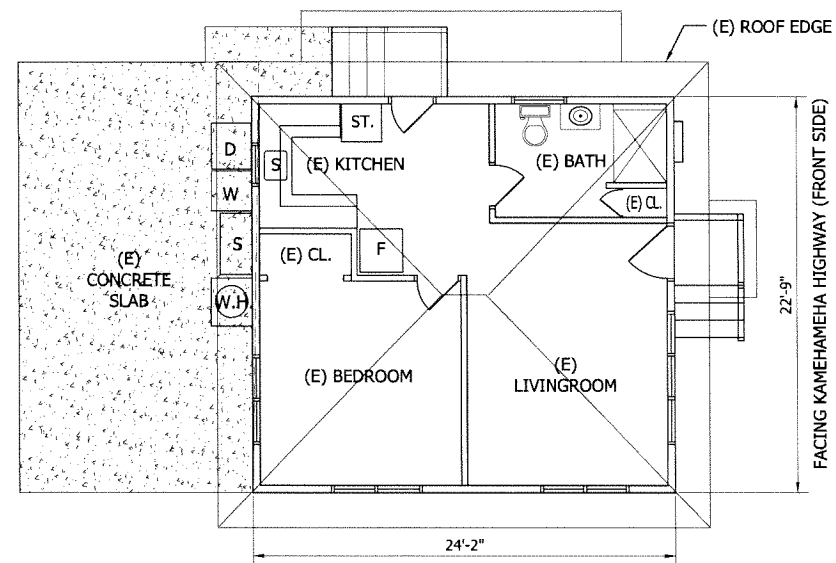
5 LEFT ELEVATION  
3/16" = 1'-0"



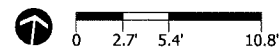
2 FRONT ELEVATION  
3/16" = 1'-0"



3 EXIST. RIGHT ELEVATION  
3/16" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #2 - 53-452 KAMEHAMEHA HWY.  
3/16" = 1'-0"



**KAHENA WAI ESTATES**  
53-428 TO 53-458 Kamehameha Hwy.  
Hauula, HI 96717  
TMK: 5-3-005:030, 4.7625 ACRES

| REV. # | DATE | DESCRIPTION |
|--------|------|-------------|
|        |      |             |
|        |      |             |
|        |      |             |

SHEET DESCRIPTION:  
LIMITED COMMON  
ELEMENT #2  
53-452 KAM HWY.  
UNIT #2 PLAN  
& ELEVATIONS

SHEET NO. 3  
**S-2**

OF 6 SHEETS

NOTE:  
SHEET ADDED PER DPP COMMENT  
FOR SIMPLY PLAN & ELEVATIONS  
FOR ALL UNITS ON PROPERTY.

### UNIT #3 SUMMARY:

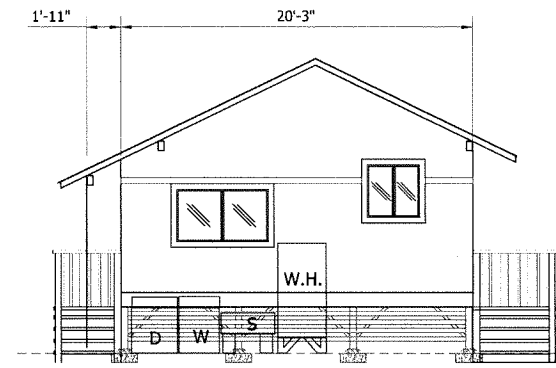
53-458 KAM HWY.  
HAUULA, HI 96717

**PROJECT SUMMARY:**

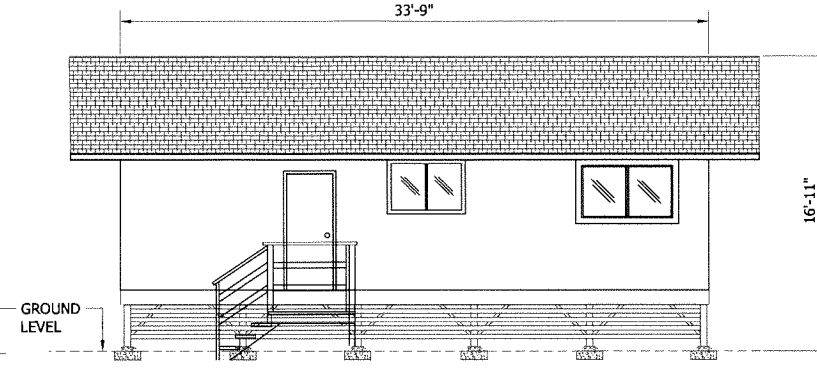
|                    |           |
|--------------------|-----------|
| EXIST. LIVING AREA | 678 SF.   |
| TOTAL:             | 678 SF.   |
| TOTAL LIVING AREA: | 678 SF.   |
| LOT SIZE:          | 3,997 SF. |
| PERCENTAGE OF LOT: | 17.0 %    |

**CONSTRUCTION NOTES:**

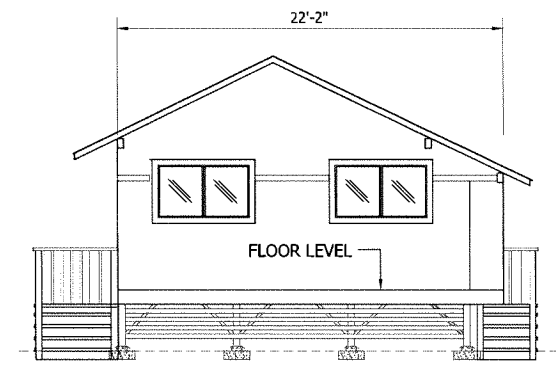
1. SINGLE WALL CONSTRUCTION
2. POST & BLOCK FOUNDATION
3. COMPOSITE ASPHALT SHINGLE ROOF
4. COMPACTED GRAVEL DRIVEWAY



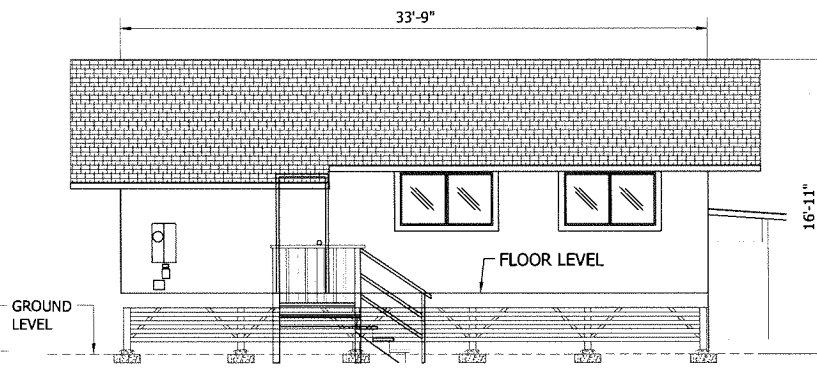
4 BACK ELEVATION  
3/16" = 1'-0"



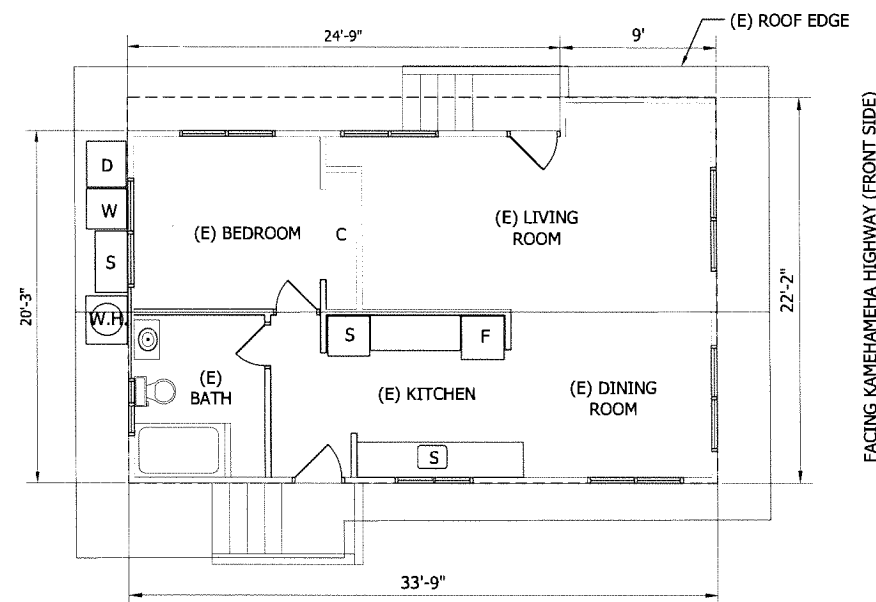
5 LEFT ELEVATION  
3/16" = 1'-0"



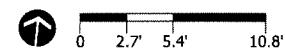
2 FRONT ELEVATION  
3/16" = 1'-0"



3 RIGHT ELEVATION  
3/16" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #3 - 53-458 KAMEHAMEHA HWY.  
3/16" = 1'-0"



**KAHENA WAI ESTATES**  
53-428 TO 53-458 Kamehameha Hwy.  
Hauula, HI 96717  
TMK: 5-3-005: 030, 4.7625 ACRES

| REV. # | DATE | DESCRIPTION |
|--------|------|-------------|
|        |      |             |
|        |      |             |
|        |      |             |

SHEET DESCRIPTION:  
LIMITED COMMON  
ELEMENT #3  
53-458 KAM HWY.  
UNIT #3 PLAN  
ELEVATIONS

SHEET NO. 4  
**S-3**  
OF 6 SHEETS

NOTE:  
SHEET ADDED PER DPP COMMENT  
FOR SIMPLY PLAN & ELEVATIONS  
FOR ALL UNITS ON PROPERTY.

**UNIT SUMMARY:**

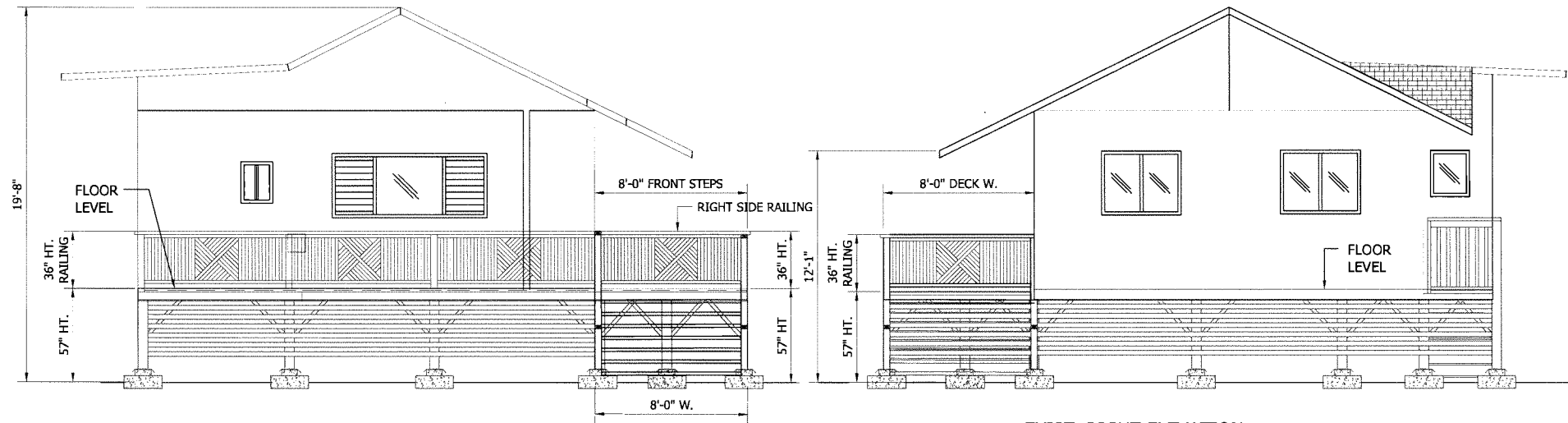
53-440 KAM HWY.  
HAUULA, HI 96717

**PROJECT SUMMARY:**

|                         |             |
|-------------------------|-------------|
| EXIST. LIVING AREA      | 738 SF.     |
| EXIST. CARPORT/CONC.FL. | 270 SF.     |
| EXIST. TOTAL:           | 1,008 SF.   |
| NEW DECK AREA:          | 528 SF.     |
| NEW TOTAL               | 1,516 SF.   |
| TOTAL LIVING AREA:      | 738 SF.     |
| LOT SIZE IN ACRES:      | 4.7625 AC.  |
| LOT SIZE IN SF.:        | 207,454 SF. |
| PERCENTAGE OF LOT:      | .01 %       |

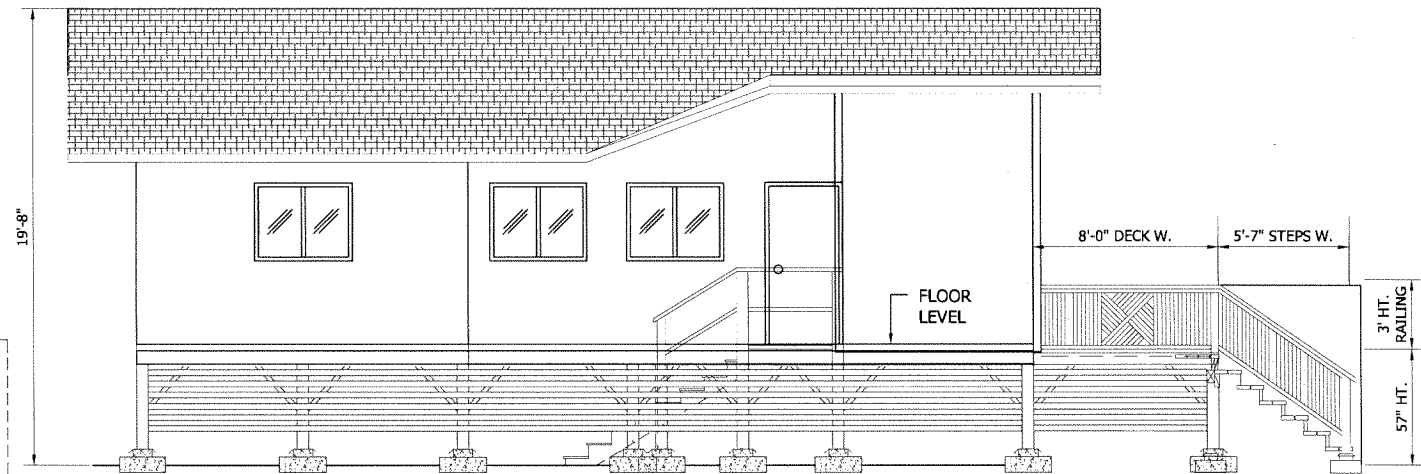
**CONSTRUCTION NOTES:**

1. SINGLE WALL CONSTRUCTION
2. POST & BLOCK FOUNDATION
3. COMPOSITE ASPHALT SHINGLE ROOF
4. COMPACTED GRAVEL DRIVEWAY

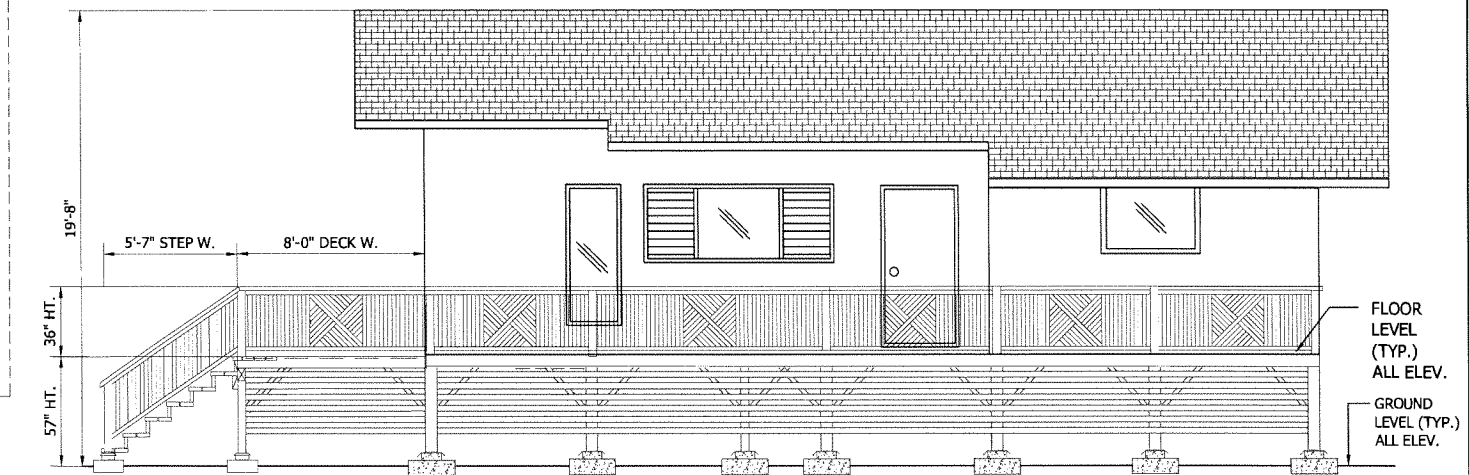


3 EXIST. LEFT ELEVATION  
1/4" = 1'-0"

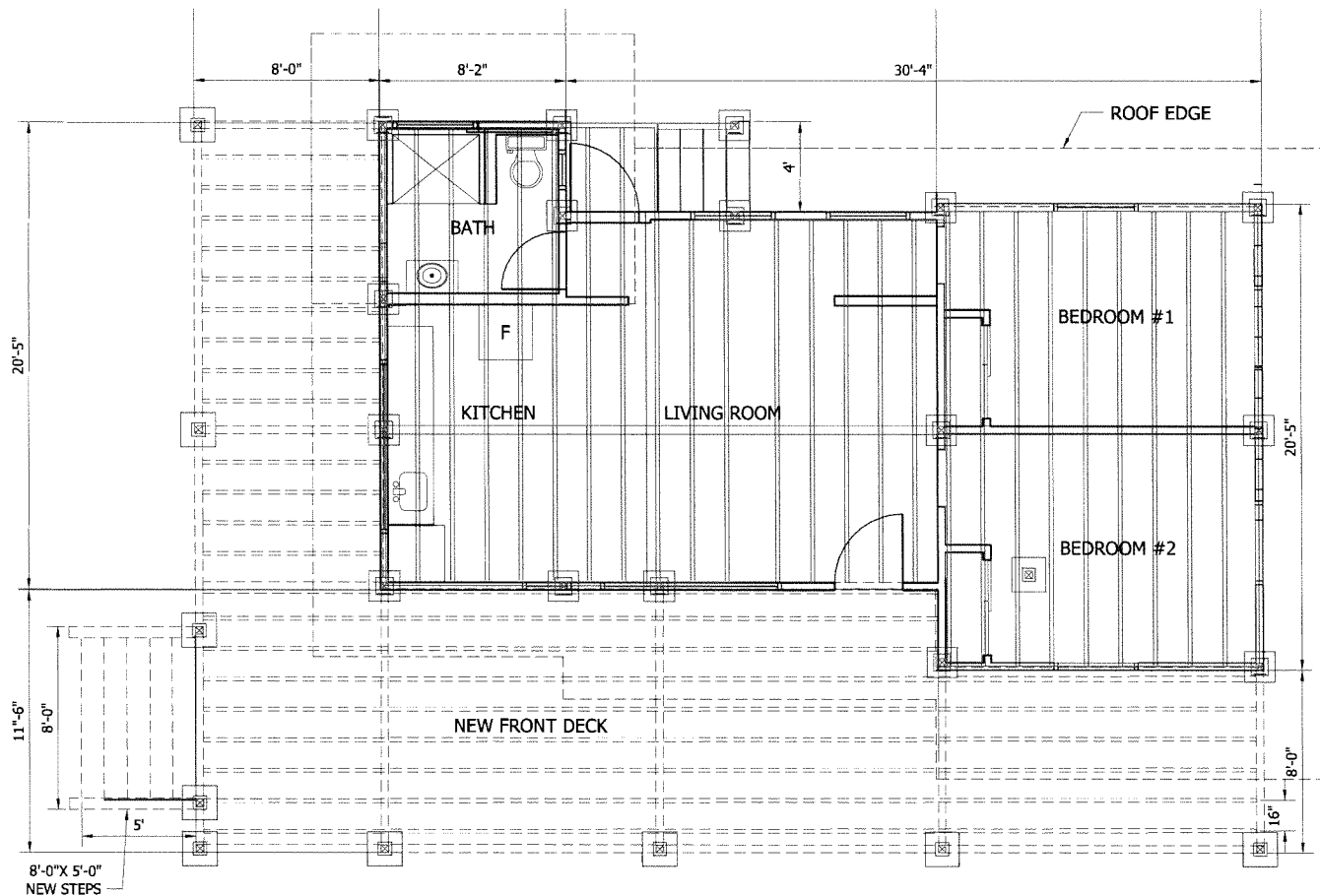
4 EXIST. RIGHT ELEVATION  
1/4" = 1'-0"



2 EXIST. BACK ELEVATION  
1/4" = 1'-0"



1 FRONT ELEVATION  
1/4" = 1'-0"



2 LIMITED COMMON ELEMENT UNIT #8 - 53-440 KAMEHAMEHA HWY.  
1/4" = 1'-0"



NOTE:  
SHEET ADDED PER DPP COMMENT  
FOR SIMPLY PLAN & ELEVATIONS  
FOR ALL UNITS ON PROPERTY.

NOTE:  
SHEET ADDED PER DPP COMMENT  
FOR SIMPLY PLAN & ELEVATIONS  
FOR ALL UNITS ON PROPERTY.

**KAHENA WAI ESTATES**  
53-428 TO 53-458 Kamehameha Hwy.  
Hauula, HI 96717  
TMK: 5-3-005:0.30, 4.7625 ACRES

| REV # | DATE | DESCRIPTION |
|-------|------|-------------|
|       |      |             |
|       |      |             |
|       |      |             |

SHEET DESCRIPTION:  
53-440 KAM HWY.  
UNIT #8  
NEW DECK PLAN  
& DETAILS

SHEET NO. 5  
**S-4**  
OF 6 SHEETS

### UNIT #9 SUMMARY:

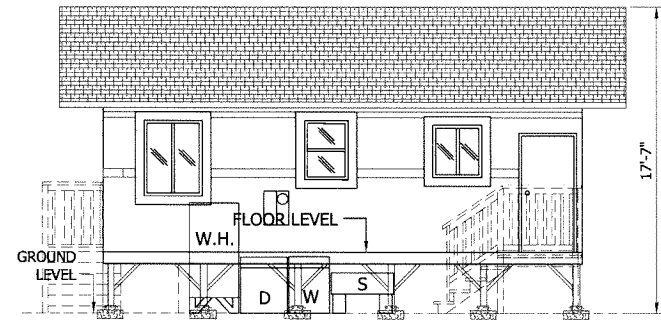
53-428 KAM HWY.  
HAUULA, HI 96717

**PROJECT SUMMARY:**

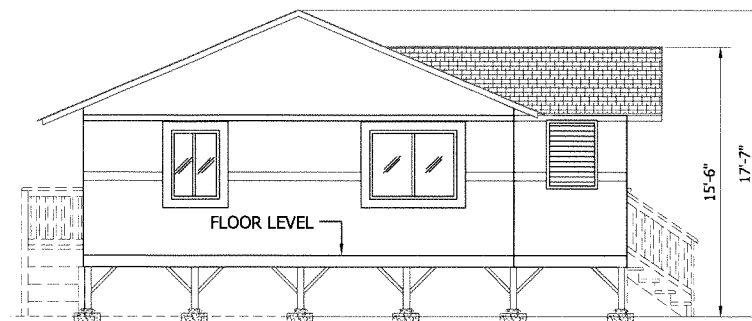
|                     |            |
|---------------------|------------|
| EXIST. LIVING AREA  | 808 SF.    |
| EXIST. OPEN CARPORT | 252 SF.    |
| EXIST. CARPORT      | 224 SF.    |
| TOTAL:              | 1,906 SF.  |
| TOTAL LIVING AREA:  | 808 SF.    |
| LOT SIZE:           | 10,333 SF. |
| PERCENTAGE OF LOT:  | 7.9%       |

**CONSTRUCTION NOTES:**

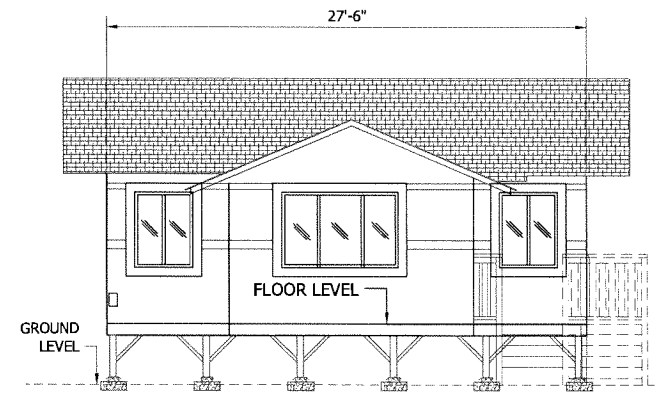
1. SINGLE WALL CONSTRUCTION
2. POST & BLOCK FOUNDATION
3. COMPOSITE ASPHALT SHINGLE ROOF
4. COMPACTED GRAVEL DRIVEWAY



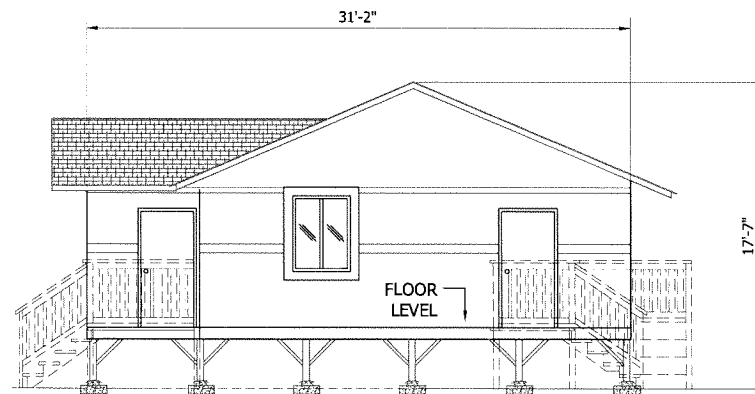
3 BACK ELEVATION  
3/16" = 1'-0"



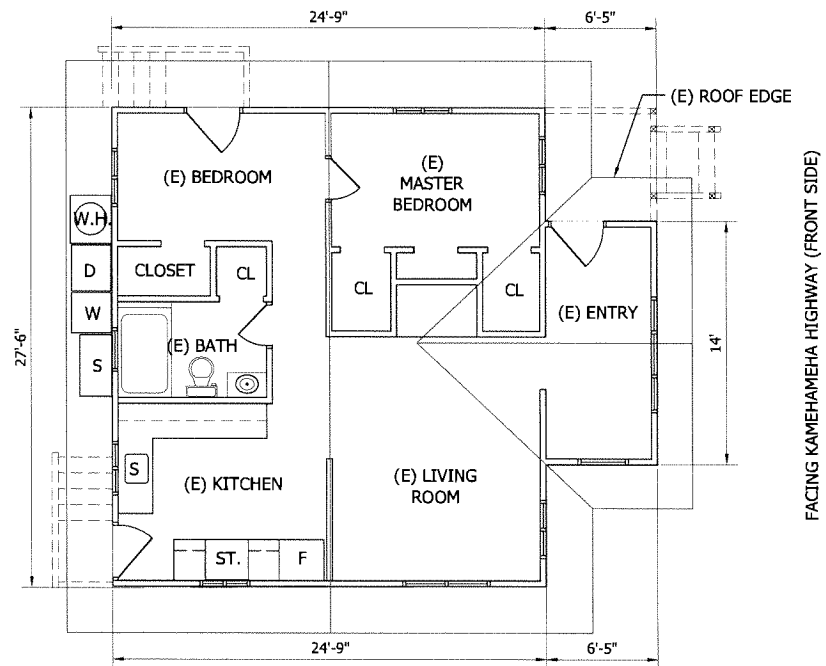
4 LEFT ELEVATION  
3/16" = 1'-0"



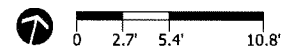
2 FRONT ELEVATION  
3/16" = 1'-0"



5 EXIST. RIGHT ELEVATION  
3/16" = 1'-0"



1 LIMITED COMMON ELEMENT UNIT #9 - 53-428 KAMEHAMEHA HWY.  
3/16" = 1'-0"



*5/31 -  
Per TCW  
Chris Kamehameha -  
will delete  
carports*

**KAHENA WAI ESTATES**  
53-428 TO 53-458 Kamehameha Hwy.  
Hauula, HI 96717  
TMK: 5-3-005:030, 4.7625 ACRES

| REV. # | DATE | DESCRIPTION |
|--------|------|-------------|
|        |      |             |
|        |      |             |
|        |      |             |

SHEET DESCRIPTION:  
LIMITED COMMON  
ELEMENT #9  
53-428 KAM HWY.  
UNIT #9 PLANS  
& ELEVATIONS

SHEET NO. 6  
S-5

OF 6 SHEETS

NOTE:  
SHEET ADDED PER DPP COMMENT  
FOR SIMPLY PLAN & ELEVATIONS  
FOR ALL UNITS ON PROPERTY.

# **CERTIFICATION OF LICENSED PROFESSIONAL SURVEYOR**

## **KAHENA WAI ESTATES**

The undersigned, a licensed professional land surveyor, does hereby certify, to the best of his knowledge, that the attached site map filed or to be filed as part of the Condominium Map for the "KAHENA WAI ESTATES" condominium project (the "Project"), accurately reflects the location and dimensions of the limited common elements and the common elements of the Project. Floor plans and elevations of the structures comprising and/or contained within the Project are subject to a separate certification by a registered Hawaii architect or engineer.

Name of Surveyor: JAMES R. THOMPSON  
Registered Professional Title: Licensed Professional Land Surveyor  
Hawaii Registration Number: LS-3627

*[signature and acknowledgment appears on next page]*



[CERTIFICATION OF LICENSED PROFESSIONAL SURVEYOR – KAHENA WAI ESTATES]

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

JAMES R. THOMPSON, being first duly sworn on oath, deposes and says: That he is a Licensed Professional Land Surveyor, No. LS-3627, in the State of Hawaii, has read the foregoing certificate, knows the contents thereof and that the same is true.

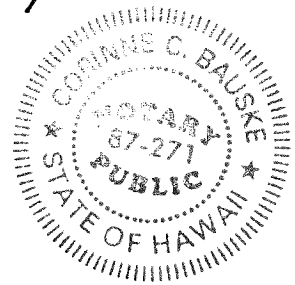
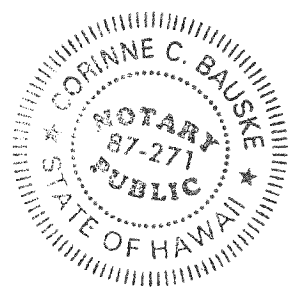
*James R. Thompson*  
JAMES R. THOMPSON

Subscribed and sworn to before me this *8<sup>th</sup> day*  
*8 May, 2018*  
*Corinne C. Bauske*

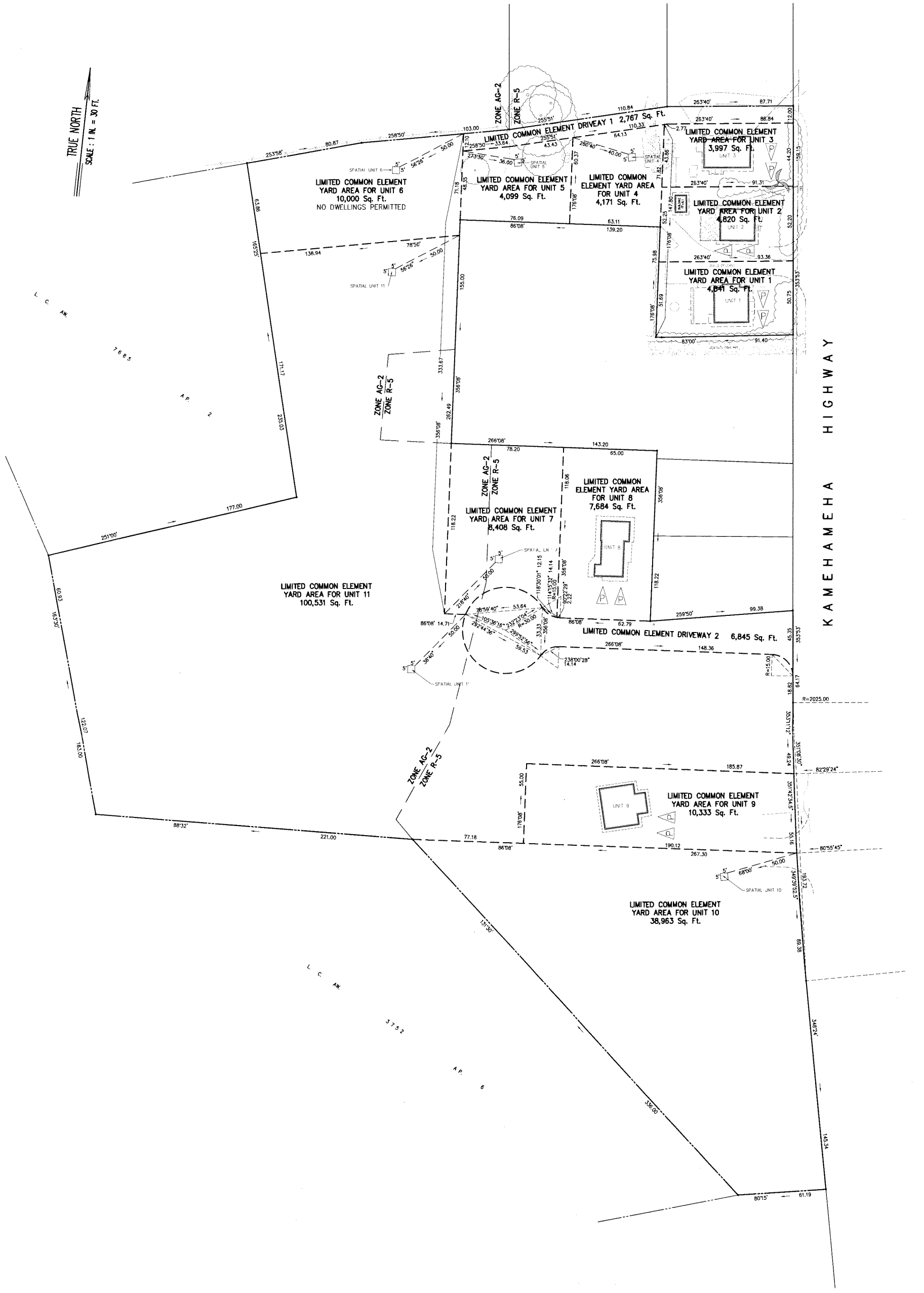
Print Name: Corinne C. Bauske  
Notary Public, State of Hawaii  
First Circuit

My commission expires: 5-18-2019

Document Date: \_\_\_\_\_  
Number of Pages: 2  
Document Description: \_\_\_\_\_  
CERTIFICATION OF LICENSED  
PROFESSIONAL SURVEYOR –  
KAHENA WAI ESTATES



TRUE NORTH  
SCALE: 1 IN. = 30 FT.



KAMEHAMEHA HIGHWAY

- NOTES:
- 1) "UNITS 4 THROUGH 7, 10 AND 11" ARE NOT STRUCTURES BUT ARE A SPATIAL PORTION OF THE PROJECT CONSISTING OF A CUBE, SUCH MAY BE REPLACED BY A STRUCTURE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM
  - 2) DASHED LINES REPRESENT DIVISION OF LIMITED COMMON ELEMENT AREAS APPURTENANT TO THE UNITS AND DO NOT REPRESENT SUBDIVIDED LOTS.
  - 3) REPRESENTS AN 8' X 16' PARKING STALL



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION  
*James R. Thompson*  
Exp. 04/30/18

"KAHENA WAI ESTATES"  
CONDOMINIUM PROJECT  
PORTION GRANT 879 TO L.S. UA  
AND R. P. 4939, L.C. AW. 3752  
AP. 2 TO UKEKE AND  
PORTION L.C. AW. 10185 AP. 3 TO MAKAI'A  
AT KAPANO, KOOLAULO'A, OAHU, HAWAII  
SCALE: 1 IN. = 30 FT.  
FEBRUARY 14, 2018 WALTER P. THOMPSON, INC.



**Appendix F**

**Wetlands Delineation  
and  
USACE Jurisdictional Determination**

## REQUEST FOR CORPS JURISDICTIONAL DETERMINATION (JD)

To: Honolulu District

- I am requesting a JD on property located at: 53-452 Kamehameha Highway  
(Street Address)  
TMK: 5-3-005:070 County: Honolulu State: HI  
Acreage of Parcel/Review Area for JD: 4.78  
Section: \_\_\_\_\_ Township: N/A Range: N/A  
Latitude (decimal degrees): 21.38495 N Longitude (decimal degrees): -157.88740W  
(For linear projects, please include the center point of the proposed alignment.)
- Please attach a survey/plat map and vicinity map identifying location and review area for the JD.
- I currently own this property. \_\_\_\_\_ I plan to purchase this property.  
 I am an agent/consultant acting on behalf of the requester.  
 Other (please explain): \_\_\_\_\_
- Reason for request: (check as many as applicable)  
 I intend to construct/develop a project or perform activities on this parcel which would be designed to avoid all aquatic resources.  
 I intend to construct/develop a project or perform activities on this parcel which would be designed to avoid all jurisdictional aquatic resources under Corps authority.  
 I intend to construct/develop a project or perform activities on this parcel which may require authorization from the Corps, and the JD would be used to avoid and minimize impacts to jurisdictional aquatic resources and as an initial step in a future permitting process.  
 I intend to construct/develop a project or perform activities on this parcel which may require authorization from the Corps; this request is accompanied by my permit application and the JD is to be used in the permitting process.  
 I intend to construct/develop a project or perform activities in a navigable water of the U.S. which is included on the district Section 10 list and/or is subject to the ebb and flow of the tide.  
 A Corps JD is required in order to obtain my local/state authorization.  
 I intend to contest jurisdiction over a particular aquatic resource and request the Corps confirm that jurisdiction does/does not exist over the aquatic resource on the parcel.  
 I believe that the site may be comprised entirely of dry land.  
 Other: \_\_\_\_\_
- Type of determination being requested:  
 I am requesting an approved JD.  
 I am requesting a preliminary JD.  
 I am requesting a "no permit required" letter as I believe my proposed activity is not regulated.  
 I am unclear as to which JD I would like to request and require additional information to inform my decision.

By signing below, you are indicating that you have the authority, or are acting as the duly authorized agent of a person or entity with such authority, to and do hereby grant Corps personnel right of entry to legally access the site if needed to perform the JD. Your signature shall be an affirmation that you possess the requisite property rights to request a JD on the subject property.

\*Signature: Karl B. Bromwell, MPH. (Digitally signed by Karl B. Bromwell, MPH, Date: 2024.07.14 12:13:02 -1000) Date: 14.JUL2024

- Typed or printed name: Karl B. Bromwell  
Company name: 5Ks ENV - Island Resource Solutions LLC  
Address: 1717 Mott-Smith Drive, Apt. 2407  
Honolulu, HI 96822  
Daytime phone no.: (808) 342-4261  
Email address: karlbromwell@gmail.com or karlbromwell.5KsENV@gmail.com

**\*Authorities:** Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Program of the U.S. Army Corps of Engineers; Final Rule for 33 CFR Parts 320-332.  
**Principal Purpose:** The information that you provide will be used in evaluating your request to determine whether there are any aquatic resources within the project area subject to federal jurisdiction under the regulatory authorities referenced above.  
**Routine Uses:** This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public, and may be made available as part of a public notice as required by federal law. Your name and property location where federal jurisdiction is to be determined will be included in the approved jurisdictional determination (AJD), which will be made available to the public on the District's website and on the Headquarters USACE website.  
**Disclosure:** Submission of requested information is voluntary; however, if information is not provided, the request for an AJD cannot be evaluated nor can an AJD be issued.





**DEPARTMENT OF THE ARMY**  
HONOLULU DISTRICT, U.S. ARMY CORPS OF ENGINEERS  
REGULATORY OFFICE  
FORT SHAFTER, HAWAII 96858-5440

July 18, 2024

SUBJECT: Approved Jurisdictional Determination and No Permit Required, Home Construction Project, Hauula, Island of Oahu, HI  
DA File No. POH-2024-00078

Charles Hew-Len  
87-070 Farrington Hwy., Suite 303  
Waianae, HI 96792

and

Alec Wang  
53-424 Kamehameha Hwy., Unit 9  
Hauula, HI 96717

Dear Mr. Hew-Len and Mr. Wang,

The Honolulu District, U.S. Army Corps of Engineers (Corps), Regulatory Branch has received your request dated July 14, 2024, for a Department of the Army (DA) approved jurisdictional determination (AJD) for the proposed home construction project located at 53-452 Kamehameha Hwy., Hauula, Island of Oahu, Hawaii at 21.58342°, -157.88795°. Your request has been assigned DA file number POH-2024-00078. Please reference this number in all future correspondence with our office relating to this determination.

Based on our review of the information you furnished and available to us, we have determined the above property does not contain waters of the U.S., including wetlands, or navigable waters of the U.S., as defined by 33 CFR Parts 328 and 329, respectively. A copy of the Approved Jurisdictional Determination form is available under the above file number at the following address:  
[www.poh.usace.army.mil/Missions/Regulatory/JurisdictionalDeterminations](http://www.poh.usace.army.mil/Missions/Regulatory/JurisdictionalDeterminations).

The review area for this AJD is 2.2 acres consisting of existing structures and uplands and is shown on the enclosed map (Enclosure 1). Based on project information submitted to our office and other available information, the Corps has determined there are no waters of the U.S. on the project site in the locations depicted on the enclosed map and no permit is required. The basis for this determination can be found in the enclosed AJD form(s) (Enclosure 2).

This approved jurisdictional determination is valid for five (5) years from the date of the AJD form, unless new information supporting a revision is provided to us before the expiration date. Enclosed is a Notification of Administrative Appeal Options and Process and Request for Appeal form (see section titled "Approved Jurisdictional Determination") (Enclosure 3).

Department of the Army (DA) authorization is required if you propose to place dredged and/or fill material into waters of the U.S., including wetlands and/or perform work in navigable waters of the U.S. You can find a copy of the DA permit application online at the following address:  
<https://www.poh.usace.army.mil/Missions/Regulatory/Permits/Nationwide-Permits/>.

Thank you for your cooperation with the Honolulu District Regulatory Program. If you have any questions related to this determination, please contact me at (808) 835-4308 or via e-mail at [Jeremy.K.Morgan@usace.army.mil](mailto:Jeremy.K.Morgan@usace.army.mil). You are encouraged to provide comments on your experience with the Honolulu District Regulatory Office by accessing our web-based customer survey form at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. For additional information about our Regulatory Program, please visit our web site at <https://www.poh.usace.army.mil/Missions/Regulatory.aspx>.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Morgan".

Jeremy Morgan  
Regulatory Specialist

Enclosures

cc:

Agent: Karl Bromwell [karlbromwell.5ksenv@gmail.com](mailto:karlbromwell.5ksenv@gmail.com)

**Wetland delineation on TMK: 5-3-005:070  
in Hau'ula, windward O'ahu**

---



*AECOS Inc.*  
45-939 Kamehameha Highway  
Suite 104  
Kāne'ohe, Hawai'i 96744

March 6, 2024

---

---

# Wetland delineation on TMK: 5-3-005:07 in Hau‘ula, windward O‘ahu

---

---

March 6, 2024

AECOS No. 1802

**Dr. Patricia Myer, Susan Burr, and Carmen Hoyt**

AECOS Inc.

45-939 Kamehameha Highway Suite 104

Kāne‘ohe, Hawai‘i 96744

Phone: (808) 234-7770

Email: patricia@aecos.com

---

## Table of Contents

|                                       |    |
|---------------------------------------|----|
| Introduction.....                     | 1  |
| Site Description .....                | 1  |
| Jurisdictional Waters.....            | 4  |
| Methods.....                          | 6  |
| Identify and Delineate Wetlands ..... | 6  |
| Results .....                         | 8  |
| Rainfall Conditions.....              | 8  |
| Identify and Delineate Wetlands ..... | 8  |
| Conclusions.....                      | 12 |
| References Cited .....                | 13 |

## Introduction

AECOS Inc. was contracted by 5Ks ENV Island Resource Solutions LLC to conduct a survey on a 1.93-ha (4.76-ac) parcel (TMK: 5-3-005:070) in Hau‘ula on windward O‘ahu (Figure 1) for the purpose of identifying if wetlands are present, and, if present, delineating and determining whether the wetlands meet jurisdictional criteria as “Waters of the United States” (USACE and USEPA, 2023a; 2023b).

## Site Description

The subject parcel is in a relatively small (80-ha or 198-ac) subwatershed (Mitchell et al., 2023; USGS, 2023) of the much larger watershed of Punalu‘u





**Figure 1. TMK: 5-3-005:070 outlined in red. Inset: star represents Hau'ula on the northeast coast of O'ahu.**

Stream (1560-ha or 3960-ac). The U.S. Geological Survey (USGS) Kahana quadrangle (USGS, 2017) does not show a named stream or gulch in the subwatershed, but the USGS StreamStats map-based web application (USGS, 2023) shows a small stream in the parcel.

The National Wetlands Inventory (NWI) shows freshwater and marine surface waters and wetlands within and around the parcel (Figure 2; USFWS, n.d.). An excavated ditch that terminates in a *muliwai* (coastal estuary) lies within the south end of the parcel. A seasonally flooded forested and scrub/shrub wetland is adjacent to this ditch within the subject parcel. A seasonally flooded herbaceous wetland that is partially drained and ditched occupies the western part of the parcel.

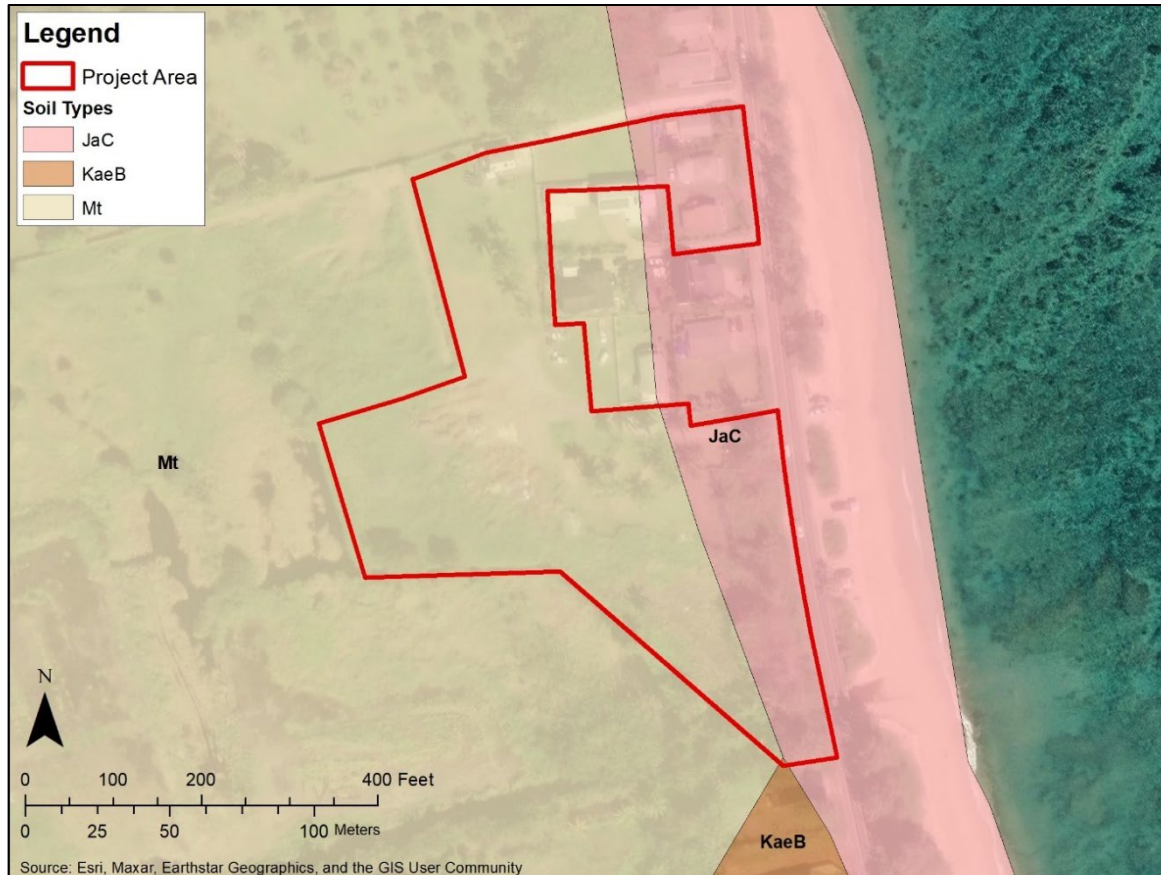




**Figure 2. Surface waters and wetlands for TMK: 5-3-005:070 (outlined in red) and vicinity (after USFWS, nd).**

Mapped soils in the subject parcel include primarily “Mt” (Mokuleia clay loam), “JaC” (Jaucas sand, 0 - 15% slopes), and “KaeB” (Kaena stony clay; 2 - 6% slopes) at the boundary (Figure 3; USDA-NRCS, 2023; Soil Survey Staff USDA-NRCS, n.d.), which are all classified as non-hydric soils. Hydric soils are defined as soils that form under conditions of saturation, flooding, or ponding of sufficient duration during the growing season to develop anaerobic conditions in the upper part (USDA-SCS, 1994). These classifications are made on a broad scale, and it is important to note that local conditions can render a normally non-hydric soil, even fill material, hydric.

Three flood zones occur within the parcel: Zones X, AE, and VE (HDLNR, n.d.). Zone X, which includes a small portion of the western side of the parcel, is outside of the 0.2% annual chance (500-year) floodplain. The remainder of the parcel is classified as a Special Flood Hazard Area (SFHA); Zones AE and VE are within the 1% annual chance (100-year) floodplain (FEMA, 2020).



**Figure 3. Mapped soils in the Project area (after USDA-NRCS, 2021).**

Precipitation in Hau'ula is moderately high. The National Oceanographic and Atmospheric Administration–National Centers for Environmental Information (NOAA-NCEI) climate normal (three-decade averages of climatological variables) for Sta. “KAPAKA FARM 904.1, HI US” in Hau'ula, northwest of the parcel, includes an average annual rainfall of 1,290 mm (50.78 in; NOAA-NCEI, 2021). USGS StreamStats calculates mean annual precipitation for the subwatershed at 1,770 mm (69.7 in; USGS, 2023).

## Jurisdictional Waters

Waters of the U.S. (also called “jurisdictional waters,” “federally jurisdictional waters,” or “WOTUS”) are surface waters that come under federal jurisdiction as authorized by the CWA and the Rivers and Harbors Act (RHA). Authority over these waters is granted to various federal agencies, including the U.S. Environmental Protection Agency (USEPA), with the U.S. Army Corps of Engineers (USACE) having permit authority for some actions that impact

jurisdictional waters. Jurisdictional waters include all tidal waters and a subset of streams, lakes, reservoirs, and wetlands.

***Revised Definition of Waters of the US*** – On March 20, 2023, the final “Revised Definition of ‘Waters of the United States’” (“2023 rule”) took effect (USACE and USEPA, 2023a). Jurisdictional waters identified in the rule include:

- tidal waters, also known as traditionally navigable waters (TNWs) [(a)(1)(i)]<sup>1</sup>;
- impoundments of jurisdictional waters [(a)(2)];
- tributaries of TNWs that have relatively permanent water (RPW) [(a)(3)(i)] or tributaries of TNWs that have a significant effect on the chemical, physical, or biological integrity of a TNW [(a)(3)(ii)];
- wetlands adjacent to TNWs [(a)(4)(i)] or wetlands adjacent to and with a continuous surface connection to RPW tributaries [(a)(4)(ii)], or wetlands adjacent to tributaries, provided the wetlands significantly affect the chemical, physical, or biological integrity of a TNW [(a)(4)(iii)];
- other waters not identified above that have RPW and a surface connection to a TNW or RPW tributary [(a)(5)(i)] or other waters not identified above that significantly affect the chemical, physical, or biological integrity of a TNW [(a)(5)(i)],

Non-jurisdictional waters identified in the rule include:

- prior converted cropland (PCC) [(b)(2)];
- ditches excavated wholly in and draining only dry land that do not carry RPW [(b)(3)]; and
- artificial lakes or ponds created by excavating or diking dry land to collect and retain water and are used exclusively for irrigation [(b)(5)].

Although a definition of a tributary is not included in the rule, “tributary” for the purposes of this rule includes rivers, streams, lakes, ponds, and impoundments, regardless of their flow regime, that flow directly or indirectly through another water or waters to a traditional navigable water, the territorial seas, or an interstate water. Waters through which a tributary may flow indirectly include, for example, impoundments, wetlands, lakes, ponds, and streams. A tributary may flow through a number of downstream waters, including a non-jurisdictional tributary or non-jurisdictional features, such as [an excluded ditch,] excluded waste treatment system, and jurisdictional waters that are not tributaries, such as an adjacent wetland” (USACE and USEPA, 2023a; pg. 3080).

---

<sup>1</sup> Numbers and letters given in brackets are from the final rule (USACE and USEPA, 2023a). Waterbody types are referred to by these designations.

**US Supreme Court Ruling** – On May 25, 2023, a Supreme Court of the US (SCOTUS) ruling, *Sackett v. Environmental Protection Agency* (SCOTUS, 2023), rejected the *significant nexus* standard, effectively eliminating jurisdiction over (a)(3)(ii), (a)(4)(iii), and (a)(5)(ii) waters as listed above; revised the “adjacent wetlands” definition; and eliminated jurisdiction over intrastate wetlands.

**Revised Definition of Waters of the US; Conforming Rule** – On September 8, 2023, the agencies published a conforming rule for the Revised Definition of ‘Waters of the United States’ (“Conforming Rule; USACE and USEPA, 2023b) to comply with the SCOTUS opinion. According to the Conforming Rule, (a)(3)(ii), (a)(4)(iii), and (a)(5)(ii) waters are no longer jurisdictional and the only jurisdictional wetlands, including intrastate wetlands, are ones that are adjacent (meaning they have a continuous surface connection) to bodies that qualify as WOTUS in their own right.

## Methods

AECOS scientists conducted field work during the 2023 - 2024 wet season. Prior to our field surveys, we reviewed literature and GIS data, including the following: previous AECOS surveys in the area (AECOS, 2006, 2012, 2017, 2018, 2023), mapped soil types (USDA-NRCS, 2023), recent rainfall (NOAA-NWS, 2023a; 2023b), surface waters and wetlands identified in the NWI (USFWS, nd); and mapped flood zones (HDLNR, n.d.). Much of this information has been presented above.

### Identify and Delineate Wetlands

On December 19, 2023, AECOS scientists conducted a survey to identify and delineate aquatic features on TMK: 5-3-005:070. Wetland delineations follow the methods described in the *Corps of Engineers Wetland Delineation Manual* (“Manual”; USACE, 1987) and *Regional Supplement for Hawai‘i and Pacific Islands* (USACE, 2012). The wetland status of plant species derives from the 2012 National Wetland Plant List (Lichvar, 2012) and a 2020 update (USACE, 2020). Delineated surface waters and wetlands are categorized using the *Classification of Wetlands and Deepwater Habitats of the United States* (FGDC, 2013), which is the classification system adapted from Cowardin et al. (1979).

A wetland determination sampling point (“SP”) is used to evaluate the presence of either wetland or upland characteristics at a selected location in the landscape. The approach for wetland delineation for Clean Water Act (CWA) purposes requires finding positive evidence of hydric soil, wetland hydrology, and

hydrophytic vegetation at a SP. All three indicators must be present for a positive wetland determination. The boundary between wetland and upland (non-wetland) is established as a line outside of which at least one of the three wetland indicators is absent.

The National Wetland Plant List (NWPL), administered by the USACE, assigns a wetland indicator status to each species of vascular plant on a regional basis (Lichvar, 2012; USACE, 2020). Table 1 provides wetland status indicators and their definitions. The wetland indicator status of each species in the plant assemblage at a SP is used to determine if a site has a “prevalence of vegetation typically adapted for life in saturated soil conditions.” We identified plant assemblages in the survey area and made visual estimates at each SP of percent cover of plant species in sample plots of appropriate size and shape, based on the type of vegetation.

Table 1. Wetland status indicators and their definitions  
(after Lichvar and Gillrich, 2011).

| Status indicator (CODE)    | Qualitative Description                                   |
|----------------------------|-----------------------------------------------------------|
| OBL (OBL)                  | Almost always occurs in wetlands                          |
| Facultative wetland (FACW) | Usually occurs in wetlands, but may occur in non-wetlands |
| Facultative (FAC)          | Occurs in wetlands and non-wetlands                       |
| Facultative upland (FACU)  | Usually occurs in non-wetlands, but may occur in wetlands |
| Upland (UPL)               | Almost never occurs in wetlands                           |

Hydric soils are soils that are sufficiently wet in the upper layers to develop anaerobic conditions; that is, soils that could be associated with wetlands. Soil saturation with water is what differentiates wetland soils from upland soils, as saturation greatly reduces the oxygen present between soil particles. In determining whether a soil is hydric, we look for evidence of this saturation (e.g., reducing conditions); the soil does not need to be water saturated at the time of inspection, and indeed may be dry.

Although the soil types mapped within the survey area are nonhydric (Fig. 3), inspection at soil pits at each SP is necessary because local conditions can deviate from a USDA mapped soil type, and sufficient saturation or inundation can render any soil, even fill material, hydric.



We used a combination of mapped soil types and plant communities to position the SPs in the parcel. We established at least one SP within each combination of plant community and mapped soil type. *AECOS* scientists recorded the geospatial positions of 6 SPs and the wetland boundaries established during the survey using handheld global navigation satellite system (GNSS) instruments (Trimble 7X), providing, in most cases, 0.5 m (19 in) or better position accuracy. The resulting shapefile was processed with GPS Pathfinder, including differential correction, and exported as ArcMap shapefiles using a projected coordinate system of NAD 1983 UTM Zone 4N. These data were used to prepare the wetland delineation figure presented in this report.

## Results

### Rainfall Conditions

Year-to-date (through December 2023) total annual rainfall at nearby Punaluu Pump Station (PUNH1) was 58.61 in (148.9 cm), 91% of average (NOAA-NWS, 2023a). Drought information statements issued by the National Weather Service Forecast Office in Honolulu stated that windward O'ahu experienced moderate drought (D1) conditions in December 2023 that were improving as the wet season progressed (NOAA-NWS, 2023b).

### Identify and Delineate Wetlands

Figure 4 shows the boundaries of the wetland, as delineated in the field in by examining six SPs (SP-01 through SP-06). The locations and status (wetland or upland) of these 6 SPs are shown on the figure and the current extent of wetlands is shown as a polygon shaded with the marsh symbology. The wetland boundary was established by a change in vegetation, a change in ground elevation, and the presence of standing water. Wetland data determination sheets for all SPs are provided in Attachment A. Photographs to document conditions at each SP are provided in Attachment B.

#### ***Vegetation***

The subject parcel is mostly undisturbed grass in the eastern and southern parts, whereas the middle and northern parts are maintained lawn. The wetland area, especially in the western part of the parcel (containing SP-04), is primarily dense California grass (*Urochloa mutica*; FACW; Figure 5). The southern section around SP-02 is a mixed forest of tropical almond (*Terminalia catappa*; FAC) and *hau* (*Hibiscus tiliaceus*; FACW) and a variety of herbaceous plants (Figure 6).



**Figure 4. Wetland (blue with marsh symbology) and upland as delineated in the field in December 2023. Sampling Points (SPs) are marked with upside-down triangles and numbered (01-06).**

The dominance of California grass at SP-04 (100% cover) leads to a positive dominance test for hydrophytic vegetation. SP-02 includes dominantly tropical almond (*Terminalia catappa*; FAC; 50% tree stratum cover), wedelia (*Sphagneticola trilobata*; FAC; 30% herb stratum cover), 'ahu'awa (*Cyperus javanicus*; FACW; 30% herb stratum cover), and hau (*Hibiscus tiliaceus*; FACW; 20% tree stratum cover), which leads to a positive dominance test for hydrophytic vegetation as well.

SP-01 represents a disturbed, upland plant community, dominated by wedelia (FAC; 30% herb stratum cover), beach pea (*Vigna marina*; FAC; 30% herb stratum cover), and St. Augustine grass (*Stenotaphrum secundatum*; FACU; 30% herb stratum cover). The dominant trees in the area are tropical almond (FAC; 25% tree stratum cover) and coconut (*Cocos nucifera*; FACU; 20% tree stratum cover).





**Figure 5. California grass (FACW) dominates the western wetland portion of the parcel (shown here at SP-04, looking west).**



**Figure 6. Dominant vegetation at SP-02 is all FAC and FACW; some plants appear to be stressed or dead, possibly the result of seawater inundation.**



SP-03 represents a slightly elevated, relatively recently disturbed, mostly cut down *hau* (FACW) forest. This is the dominant, and nearly the only type of vegetation in the area, which leads to a positive dominance test for hydrophytic vegetation. However, SP-03 is ultimately classified as upland due to the absence of wetland hydrology and soil.

SP-05 and SP-06 represent undisturbed fields that are dominantly elephant grass (*Cenchrus purpureus*; FAC 80%; herb stratum) and Guinea grass (*Megathyrsus maximus*; FAC 110%; herb stratum) respectively. SP-05 does not meet an indicator for wetland vegetation, but SP-06 does. SP-06 is ultimately classified as upland as well, due to the absence of wetland hydrology and soil.

### ***Hydrology***

A high groundwater table (Figure 7) accounts for wetland hydrology within the parcel. The ditch at the south end of the parcel (between SP-01 and SP-02) may flood the adjacent wetlands either from increased runoff, high tide, or high surf.



**Figure 7. A high groundwater table (shown here at SP-04 at 12 in below the ground surface) is the primary source of wetland hydrology for the subject wetland.**

SP-02 is 16 in (41 cm) away from standing water and features a high water table (A2) that is 4 in (10 cm) below the surface. Other wetland hydrology indicators

include saturation at 4 in (10 cm) (A3), stunted and stressed plants (D1), geomorphic position (D2), and a positive FAC-neutral test (D5). The boundary between SP-02 and SP-05, as well as SP-02 and SP-03, was determined by walking along the edge of standing water and recording the path using a handheld GNSS instrument.

SP-04 also features a high water table (A2) that is 12 in (30 cm) below the surface (Fig. 7). The soil changes color upon exposure to air, indicating the presence of reduced iron (C4). Other wetland hydrology indicators include saturation at 5 in (A3) and a positive FAC-neutral test (D5).

SP-01, SP-03, SP-05, and SP-06 feature no wetland hydrology indicators. At SP-03, surface water was present approximately 16.5 ft (5 m) away, but neither saturation or groundwater surface were present.

### ***Soils***

SP-04 features sandy clay at the surface with fine roots, and clay with redox features below 4 in. The soil is categorized as hydric due to its loamy gleyed matrix ("F2"<sup>2</sup>).

SP-02 features sandy clay loam at the surface; the layer below 6 in is muck with 80% asphalt (Figure 8). The presence of muck ("A8") is a hydric soil indicator. Both SP-02 and SP-04 are categorized as wetlands due to the presence of wetland vegetation, hydrology, and soils.

SP-01, SP-03, SP-05, and SP-06 feature nonhydric soil, with no hydric soil indicators, and are all categorized as upland (non-wetland).

## **Conclusions**

We established the boundaries of a 0.60-ha (1.48-ac) wetland on TMK: 5-3-005:070. The wetland is adjacent (meaning it has a continuous surface connection) to an excavated channel that contains relatively permanent water (RPW) and has a surface outlet to the ocean. In consideration of the 2023 Revised Definition of Waters of the United States Rule and Revised Definition of Waters of the United States Conforming Rule (USACE and USEPA, 2023a; 2023b), the delineated wetland here is a Waters of the US because it has a continuous surface connection to a water body that qualifies as a 'Waters of the US' (the Pacific Ocean).

---

<sup>2</sup> Soil characteristics are given these indicator codes in the Regional Supplement (USACE, 2012).





**Figure 8. The soil at SP-02 is a sandy clay loam at the surface, and muck matrix (hydric, A8) with 80% asphalt below 6 in. The water table is 4 in below the surface.**

Our jurisdictional assessment, as presented herein, is based upon best professional judgement, but the USACE must concur for our findings to become official determinations of federal jurisdiction. If a feature is determined by the USACE to be jurisdictional, certain activities would require a permit from that agency before undertaking work within the boundaries of that feature.

## References Cited

- AECOS, Inc. (AECOS). 2006. Water quality and biological survey of Kaluanui Stream for Kamehameha Highway Bridge replacement, Hau'ula, windward O'ahu. Prep. for Engineering Concepts. AECOS No. 1120: 17 pp.*
- AECOS. 2012. Water quality and biological surveys for the Waipilopilo Bridge Improvement Project, Hau'ula, O'ahu. Prep. for Kimura International, Inc. AECOS No. 1268A: 27 pp. + appendices.*

- AECOS*. 2017. Wetland delineation of construction staging area for the Waipilopilo Bridge Replacement Project, Hau'ula, O'ahu. Prep. for Environmental Planning Solutions. *AECOS* No. 1268D: 18 pp. + appendices.
- AECOS*. 2018. Marine biological survey and Essential Fish Habitat Assessment (EFHA) for the Waipilopilo Bridge Improvement Project, Hau'ula, O'ahu. Prep. for Environmental Planning Solutions. *AECOS* No. 1268B: 27 pp. + appendices.
- AECOS*. 2023. Wetland delineation on TMK: 5-4-004: 021 in Hau'ula on windward O'ahu. Prep. for U.S. Department of Justice (DOJ)–Environment and Natural Resources Division. *AECOS* No. 1712: 32 pp. + appendices.
- Federal Emergency Management Agency (FEMA). 2020. Flood Zones: Glossary. Online at URL: <https://www.fema.gov/glossary/flood-zones>; last retrieved January 19, 2024.
- Hawai'i Department of Land and Natural Resources (HDLNR). Undated (n.d.). Flood Hazard Assessment Tool. Online at: <https://fhat.hawaii.gov>; last accessed January 18, 2024.
- Lichvar, R. W. 2012. The National Wetland Plant List. ERDC/CRREL TR-12-11. Hanover, NH: U.S. Army Corps of Engineers, Cold Regions Research and Engineering Laboratory.
- Lichvar, R. W. and J. J. Gillrich. 2011. Final protocol for assigning wetland indicator status ratings during National Wetland Plant List Update. Prep. for: US Army Corps of Engineers. ERDC/CRREL TN-11-1. 19 pp.
- Mitchell, J. N., D. M. Wagner, and A. GF. Veilleux. 2023. Magnitude and frequency of floods on Kaua'i, O'ahu, Moloka'i, Maui, and Hawai'i, State of Hawai'i, based on data through water year 2020: U.S. Geological Survey Scientific Investigations Report 2023–5014, 66 p. plus 4 appendixes.
- National Oceanographic and Atmospheric Administration–National Centers for Environmental Information (NOAA–NCEI). 2021. Data Tools: 1991–2020 Normals. Online at URL: <https://www.ncei.noaa.gov/access/us-climate-normals/>; last retrieved January 19, 2024.

- National Oceanographic and Atmospheric Administration–National Weather Service (NOAA–NWS). 2023a. Precipitation Summaries. Online at URL: [https://www.weather.gov/hfo/hydro\\_summary](https://www.weather.gov/hfo/hydro_summary); last retrieved January 19, 2024.
- NOAA–NWS. 2023b. Drought Information Statement. Online at URL: <https://www.weather.gov/hfo/DroughtInformationStatement>; last retrieved January 19, 2024.
- Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture (Soil Survey Staff USDA-NRCS). Undated (n.d.). Official Soil Series Descriptions. Online at URL: <https://www.nrcs.usda.gov/publications/Lists%20of%20Hydric%20Soils%20-%20Query%20by%20State%20Map%20Unit%20Rating%20.html>; last retrieved January 18, 2024.
- Supreme Court of the U.S. (SCOTUS). 2023. *Sackett v. Environmental Protection Agency*. 21 U.S. 454 (2023). Online at URL: [https://www.supremecourt.gov/opinions/22pdf/21-454\\_4g15.pdf](https://www.supremecourt.gov/opinions/22pdf/21-454_4g15.pdf); last retrieved January 29, 2024.
- U.S. Army Corps of Engineers (USACE). 1987. *Corps of Engineers Wetlands Delineation Manual*. Tech. Rept. Y-87-1. Environmental Laboratory, Dept. of the Army, Waterways Experiment Station, Vicksberg.
- USACE. 2012. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Hawai'i and Pacific Islands Region Version 2.0*, ed. J. F. Berkowitz, J. S. Wakeley, R. W. Lichvar, and C. V. Noble. ERDC/EL TR-12-5. U.S. Army Engineer Research and Development Center. Vicksberg, MS. 130 pp.
- USACE. 2020. National Wetland Plant List, version 3.5. Online at URL: [https://wetland-plants.sec.usace.army.mil/nwpl\\_static/v34/home/home.html](https://wetland-plants.sec.usace.army.mil/nwpl_static/v34/home/home.html); last retrieved on January 19, 2024.
- U.S. Army Corps of Engineers and U.S. Environmental Protection Agency (USACE and USEPA). 2023a. 33 CFR Part 328 and 40 CFR Part 120. Revised Definition of “Waters of the United States; Final Rule. *Federal Register*, 88. (No. 11; Wednesday, January 18, 2023): 3004-3144. Online at URL: <https://www.federalregister.gov/documents/2023/01/18/2022-28595/revised-definition-of-waters-of-the-united-states>; last retrieved January 28, 2024.

- U.S. Army Corps of Engineers and U.S. Environmental Protection Agency (USACE and USEPA). 2023b. 33 CFR Part 328 and 40 CFR Part 120. Revised Definition of “Waters of the United States; Conforming. *Federal Register*, 88. (No. 173; Friday, September 8, 2023): 61964-61969. Online at URL: <https://www.govinfo.gov/content/pkg/FR-2023-09-08/pdf/2023-18929.pdf>; last retrieved September 11, 2023.
- U.S. Department of Agriculture–Soil Conservation Service (USDA-SCS). 1994. Department of Agriculture, Soil and Conservation Service, changes in hydric soils of the United States. *Federal Register*, 59 (133; Wednesday, July 13, 1994).
- U.S. Department of Agriculture–Natural Resources Conservation Service (USDA-NRCS). 2023. Web Soil Survey, Soil Map—Island Of O’ahu Area, Hawai’i. Online at URL: <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>; last retrieved January 28, 2024.
- U.S. Fish and Wildlife Service (USFWS). Undated (n.d.). National Wetlands Inventory website. U.S. Department of the Interior, Fish and Wildlife Service, Washington, D.C. Online at URL: <http://www.fws.gov/wetlands/Data/Mapper.html>; last retrieved on January 28, 2024; relevant polygons date from 2005.
- U.S. Geological Survey (USGS). 2023. StreamStats. Online at URL: <https://streamstats.usgs.gov/ss/>; last retrieved on January 12, 2024.
- U.S. Geological Survey (USGS). 2017. The National Map: USGS US Topo 7.5-minute map for Kahana, HI 2017. Online at URL: <https://apps.nationalmap.gov/downloader/#/maps>; last retrieved on January 12, 2024.

---

---

Attachment A

Wetland determination  
data forms

---

---





**SOIL**

Sampling Point: 1

| Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) |               |     |                |   |                   |                  |              |                                   |
|---------------------------------------------------------------------------------------------------------------------|---------------|-----|----------------|---|-------------------|------------------|--------------|-----------------------------------|
| Depth<br>(inches)                                                                                                   | Matrix        |     | Redox Features |   |                   |                  | Texture      | Remarks                           |
|                                                                                                                     | Color (moist) | %   | Color (moist)  | % | Type <sup>1</sup> | Loc <sup>2</sup> |              |                                   |
| 0 - 5                                                                                                               | 10YR 2/1      | 100 |                |   |                   |                  | Loamy/Clayey | Sandy clay loam; roots throughout |
| 5 - 17                                                                                                              | 10YR 5/3      | 95  |                |   |                   |                  | Sandy        | 5% limestone cobble               |
|                                                                                                                     |               |     |                |   |                   |                  |              |                                   |
|                                                                                                                     |               |     |                |   |                   |                  |              |                                   |
|                                                                                                                     |               |     |                |   |                   |                  |              |                                   |
|                                                                                                                     |               |     |                |   |                   |                  |              |                                   |
|                                                                                                                     |               |     |                |   |                   |                  |              |                                   |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

| Hydric Soil Indicators:                                    | Indicators for Problematic Hydric Soils <sup>3</sup> :                                  |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Histosol (A1)                     | <input type="checkbox"/> Sandy Redox (S5)                                               |
| <input type="checkbox"/> Histic Epipedon (A2)              | <input type="checkbox"/> Stripped Matrix (S6) ( <b>Guam, CNMI, and American Samoa</b> ) |
| <input type="checkbox"/> Black Histic (A3)                 | <input type="checkbox"/> Dark Surface (S7)                                              |
| <input type="checkbox"/> Hydrogen Sulfide (A4)             | <input type="checkbox"/> Loamy Gleyed Matrix (F2)                                       |
| <input type="checkbox"/> Muck Presence (A8)                | <input type="checkbox"/> Depleted Matrix (F3)                                           |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Redox Dark Surface (F6)                                        |
| <input type="checkbox"/> Thick Dark Surface (A12)          | <input type="checkbox"/> Depleted Dark Surface (F7)                                     |
| <input type="checkbox"/> Sandy Mucky Mineral (S1)          | <input type="checkbox"/> Redox Depressions (F8)                                         |
| <input type="checkbox"/> Sandy Gleyed Matrix (S4)          |                                                                                         |
|                                                            | <input type="checkbox"/> Stratified Layers (A5)                                         |
|                                                            | <input type="checkbox"/> Red Parent Material (F21)                                      |
|                                                            | <input type="checkbox"/> Very Shallow Dark Surface (F22)                                |
|                                                            | <input type="checkbox"/> Other (Explain in Remarks)                                     |

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

|                                                                                 |                                                                                                 |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>Restrictive Layer (if observed):</b><br>Type: _____<br>Depth (inches): _____ | <b>Hydric Soil Present?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|

Remarks:  
2 in layer of grass stems on surface; observations recorded at 10:10; pit dug at 10:00

**HYDROLOGY**

| Wetland Hydrology Indicators:                                         |                                                                                               |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Primary Indicators (minimum of one is required; check all that apply) | Secondary Indicators (minimum of two required)                                                |
| <input type="checkbox"/> Surface Water (A1)                           | <input type="checkbox"/> Aquatic Fauna (B13)                                                  |
| <input type="checkbox"/> High Water Table (A2)                        | <input type="checkbox"/> Tilapia Nests (B17)                                                  |
| <input type="checkbox"/> Saturation (A3)                              | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                                           |
| <input type="checkbox"/> Water Marks (B1)                             | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)                           |
| <input type="checkbox"/> Sediment Deposits (B2)                       | <input type="checkbox"/> Presence of Reduced Iron (C4)                                        |
| <input type="checkbox"/> Drift Deposits (B3)                          | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)                           |
| <input type="checkbox"/> Algal Mat or Crust (B4)                      | <input type="checkbox"/> Thin Muck Surface (C7)                                               |
| <input type="checkbox"/> Iron Deposits (B5)                           | <input type="checkbox"/> Fiddler Crab Burrows (C10) ( <b>Guam, CNMI, and American Samoa</b> ) |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)    | <input type="checkbox"/> Other (Explain in Remarks)                                           |
| <input type="checkbox"/> Water-Stained Leaves (B9)                    |                                                                                               |
|                                                                       | <input type="checkbox"/> Surface Soil Cracks (B6)                                             |
|                                                                       | <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)                              |
|                                                                       | <input type="checkbox"/> Drainage Patterns (B10)                                              |
|                                                                       | <input type="checkbox"/> Dry-Season Water Table (C2)                                          |
|                                                                       | <input type="checkbox"/> Salt Deposits (C5)                                                   |
|                                                                       | <input type="checkbox"/> Stunted or Stressed Plants (D1)                                      |
|                                                                       | <input checked="" type="checkbox"/> Geomorphic Position (D2)                                  |
|                                                                       | <input type="checkbox"/> Shallow Aquitard (D3)                                                |
|                                                                       | <input type="checkbox"/> FAC-Neutral Test (D5)                                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Field Observations:</b><br>Surface Water Present?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____<br>Water Table Present?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____<br>Saturation Present?        Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____<br>(includes capillary fringe) | <b>Wetland Hydrology Present?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:  
Steam is 3 m away; negative alpha-alpha-dipyridyl reaction

Project/Site: Kahena Wai City: Hau'ula Sampling Date: 12/19/2023 Time: 10:28  
 Applicant/Owner: Karl Bromwell State/Terr/Comlth.: Hawai'i Island: O'ahu Sampling Point: 2  
 Investigator(s): Susan Burr, Carmen Hoyt, Patricia Myer TMK/Parcel: 5-3-005:007  
 Landform (hillside, coastal plain, etc.): Coastal plain Local relief (concave, convex, none): Concave  
 Lat: 2387038.42 N Long: 615204.69 E Datum: NAD 1983 Slope (%): 2  
 Soil Map Unit Name: Jaucas sand, 0-15% slopes, MLRA 163 NWI classification: PSS3C\*

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No      (If no, explain in Remarks.)  
 Are Vegetation     , Soil X, or Hydrology      significantly disturbed? Are "Normal Circumstances" present? Yes X No       
 Are Vegetation     , Soil     , or Hydrology      naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

|                                                                                                                                                                           |                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Hydrophytic Vegetation Present? Yes <u>X</u> No <u>    </u><br>Hydric Soil Present? Yes <u>X</u> No <u>    </u><br>Wetland Hydrology Present? Yes <u>X</u> No <u>    </u> | <b>Is the Sampled Area within a Wetland?</b><br>Yes <u>X</u> No <u>    </u> |
| Remarks:<br>*PSS3C = broad-leaved evergreen, scrub-shrub palustrine wetland that is seasonally flooded                                                                    |                                                                             |

**VEGETATION – Use scientific names of plants.**

| Tree Stratum (Plot size: <u>10-m radius</u> )         | Absolute % Cover         | Dominant Species? | Indicator Status |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
|-------------------------------------------------------|--------------------------|-------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|----------------------|----------------|------------------------|------------------|------------------------|------------------|------------------------|-----------------|----------------------|----------------|-------------------------------|----------------|--------------------------------------|--|
| 1. <u>Terminalia catappa</u>                          | <u>50</u>                | Yes               | FAC              | <b>Dominance Test worksheet:</b><br>Number of Dominant Species That Are OBL, FACW, or FAC: <u>5</u> (A)<br>Total Number of Dominant Species Across All Strata: <u>5</u> (B)<br>Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 2. <u>Thespesia populnea</u>                          | <u>5</u>                 | No                | FAC              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 3. <u>Hibiscus tiliaceus</u>                          | <u>20</u>                | Yes               | FACW             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 4. <u>Cocos nucifera</u>                              | <u>10</u>                | No                | FACU             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 5. <u>Pandanus tectorius</u>                          | <u>10</u>                | No                | FAC              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
|                                                       | <u>100</u> =Total Cover  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| Sapling/Shrub Stratum (Plot size: <u>1-m radius</u> ) |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 1. <u>Terminalia catappa</u>                          | <u>10</u>                | Yes               | FAC              | <b>Prevalence Index worksheet:</b><br><table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Total % Cover of:</td> <td style="text-align: center;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>50</u></td> <td>x 2 = <u>100</u></td> </tr> <tr> <td>FAC species <u>105</u></td> <td>x 3 = <u>315</u></td> </tr> <tr> <td>FACU species <u>14</u></td> <td>x 4 = <u>56</u></td> </tr> <tr> <td>UPL species <u>1</u></td> <td>x 5 = <u>5</u></td> </tr> <tr> <td>Column Totals: <u>170</u> (A)</td> <td><u>476</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.80</u></td> </tr> </table> | Total % Cover of: | Multiply by: | OBL species <u>0</u> | x 1 = <u>0</u> | FACW species <u>50</u> | x 2 = <u>100</u> | FAC species <u>105</u> | x 3 = <u>315</u> | FACU species <u>14</u> | x 4 = <u>56</u> | UPL species <u>1</u> | x 5 = <u>5</u> | Column Totals: <u>170</u> (A) | <u>476</u> (B) | Prevalence Index = B/A = <u>2.80</u> |  |
| Total % Cover of:                                     | Multiply by:             |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| OBL species <u>0</u>                                  | x 1 = <u>0</u>           |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| FACW species <u>50</u>                                | x 2 = <u>100</u>         |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| FAC species <u>105</u>                                | x 3 = <u>315</u>         |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| FACU species <u>14</u>                                | x 4 = <u>56</u>          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| UPL species <u>1</u>                                  | x 5 = <u>5</u>           |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| Column Totals: <u>170</u> (A)                         | <u>476</u> (B)           |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| Prevalence Index = B/A = <u>2.80</u>                  |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 2. <u>    </u>                                        |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 3. <u>    </u>                                        |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 4. <u>    </u>                                        |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 5. <u>    </u>                                        |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
|                                                       | <u>10</u> =Total Cover   |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| Herb Stratum (Plot size: <u>1-m radius</u> )          |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 1. <u>Sphagneticola trilobata</u>                     | <u>30</u>                | Yes               | FAC              | <b>Hydrophytic Vegetation Indicators:</b><br><u>    </u> 1 - Rapid Test for Hydrophytic Vegetation<br><u>X</u> 2 - Dominance Test is >50%<br><u>X</u> 3 - Prevalence Index is ≤3.0 <sup>1</sup><br><u>    </u> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)<br><sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.                                                                                                                                                                                                                                                                                                                              |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 2. <u>Cyperus javanicus</u>                           | <u>30</u>                | Yes               | FACW             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 3. <u>    </u>                                        |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 4. <u>    </u>                                        |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 5. <u>    </u>                                        |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 6. <u>    </u>                                        |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 7. <u>    </u>                                        |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 8. <u>    </u>                                        |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
|                                                       | <u>60</u> =Total Cover   |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| Woody Vine Stratum (Plot size: <u>10-m radius</u> )   |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 1. <u>    </u>                                        |                          |                   |                  | <b>Hydrophytic Vegetation Present?</b><br>Yes <u>X</u> No <u>    </u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
| 2. <u>    </u>                                        |                          |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |
|                                                       | <u>    </u> =Total Cover |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                        |                  |                        |                  |                        |                 |                      |                |                               |                |                                      |  |

Remarks:  
 Nearby umbrella sedge outside of radius but in standing water; dead job's tears; area appears to be flooded by tide or swell

**VEGETATION Continued** – Use scientific names of plants.

Sampling Point: 2

| <u>Tree Stratum</u>               | <u>Absolute % Cover</u> | <u>Dominant Species?</u> | <u>Indicator Status</u> | <b>Definitions of Vegetation Strata:</b><br><br><b>Tree</b> – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.<br><br><b>Sapling/Shrub</b> – Woody plants less than 3 in. DBH, and greater than or equal to 3.28 ft (1 m) tall.<br><br><b>Herb</b> – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants less than 3.28 ft tall.<br><br><b>Woody Vine</b> – All woody vines greater than 3.28 ft in height. |
|-----------------------------------|-------------------------|--------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. <u>Casuarina equisetifolia</u> | <u>4</u>                | <u>No</u>                | <u>FACU</u>             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7. <u>Schefflera actinophylla</u> | <u>1</u>                | <u>No</u>                | <u>UPL</u>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 9. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 12. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 13. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                   | <u>100</u>              | =Total Cover             |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <u>Sapling/Shrub Stratum</u>      |                         |                          |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 6. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 9. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 12. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 13. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                   | <u>10</u>               | =Total Cover             |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <u>Herb Stratum</u>               |                         |                          |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 9. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 12. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 13. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 14. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 15. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 16. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 17. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 18. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 19. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 20. _____                         | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                   | <u>60</u>               | =Total Cover             |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <u>Woody Vine Stratum</u>         |                         |                          |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 6. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7. _____                          | _____                   | _____                    | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                   | _____                   | =Total Cover             |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

Remarks:  
Casuarina equisetifolia is stressed or dead

**SOIL**

Sampling Point: 2

| Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) |               |     |                |   |                   |                  |              |                 |
|---------------------------------------------------------------------------------------------------------------------|---------------|-----|----------------|---|-------------------|------------------|--------------|-----------------|
| Depth<br>(inches)                                                                                                   | Matrix        |     | Redox Features |   |                   |                  | Texture      | Remarks         |
|                                                                                                                     | Color (moist) | %   | Color (moist)  | % | Type <sup>1</sup> | Loc <sup>2</sup> |              |                 |
| 0 - 6                                                                                                               | 10YR 4/1      | 100 |                |   |                   |                  | Loamy/Clayey | Sandy clay loam |
| 6 - 16                                                                                                              | 10YR 2/1      | 20  |                |   |                   |                  | Muck         | 80% asphalt     |
|                                                                                                                     |               |     |                |   |                   |                  |              |                 |
|                                                                                                                     |               |     |                |   |                   |                  |              |                 |
|                                                                                                                     |               |     |                |   |                   |                  |              |                 |
|                                                                                                                     |               |     |                |   |                   |                  |              |                 |
|                                                                                                                     |               |     |                |   |                   |                  |              |                 |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Muck Presence (A8)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6) **(Guam, CNMI, and American Samoa)**
- Dark Surface (S7)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>:**

- Stratified Layers (A5)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_  
Depth (inches): \_\_\_\_\_

Hydric Soil Present? Yes  No

Remarks:  
Observed at 10:48; pit dug at 10:39; standing water 16 in away; negative alpha-alpha-dipyridyl reaction; chunks of asphalt present

**HYDROLOGY**

**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- Tilapia Nests (B17)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Fiddler Crab Burrows (C10) **(Guam, CNMI, and American Samoa)**
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Sparsely Vegetated Concave Surface (B8)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Salt Deposits (C5)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- Shallow Aquitard (D3)
- FAC-Neutral Test (D5)

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Water Table Present? Yes  No  Depth (inches): 4  
 Saturation Present? Yes  No  Depth (inches): 4  
 (includes capillary fringe)

Wetland Hydrology Present? Yes  No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:  
Standing water 16 in away



Project/Site: Kahena Wai City: Hau'ula Sampling Date: 12/19/2023 Time: 11:35  
 Applicant/Owner: Karl Bromwell State/Terr/Comlth.: Hawai'i Island: O'ahu Sampling Point: 3  
 Investigator(s): Susan Burr, Carmen Hoyt, Patricia Myer TMK/Parcel: 5-3-005:007  
 Landform (hillside, coastal plain, etc.): Coastal plain Local relief (concave, convex, none): Concave  
 Lat: 2387048.91 N Long: 615175.12 E Datum: NAD 1983 Slope (%): 5  
 Soil Map Unit Name: Mokuleia clay loam NWI classification: Upland

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No      (If no, explain in Remarks.)  
 Are Vegetation     , Soil     , or Hydrology      significantly disturbed? Are "Normal Circumstances" present? Yes X No       
 Are Vegetation     , Soil     , or Hydrology      naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

|                                                                                                                                                                           |                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Hydrophytic Vegetation Present? Yes <u>X</u> No <u>    </u><br>Hydric Soil Present? Yes <u>    </u> No <u>X</u><br>Wetland Hydrology Present? Yes <u>    </u> No <u>X</u> | <b>Is the Sampled Area within a Wetland?</b><br>Yes <u>    </u> No <u>X</u> |
| Remarks:                                                                                                                                                                  |                                                                             |

**VEGETATION – Use scientific names of plants.**

| Tree Stratum (Plot size: <u>10-m radius</u> )         | Absolute % Cover       | Dominant Species? | Indicator Status | Dominance Test worksheet:                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------|------------------------|-------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <u>Hibiscus tiliaceus</u>                          | <u>95</u>              | <u>Yes</u>        | <u>FACW</u>      | Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A)<br>Total Number of Dominant Species Across All Strata: <u>2</u> (B)<br>Percent of Dominant Species That Are OBL, FACW, or FAC: <u>50.0%</u> (A/B)                                                                                                                                 |
| 2. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| 3. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| 4. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| 5. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
|                                                       | <u>95</u> =Total Cover |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| Sapling/Shrub Stratum (Plot size: <u>1-m radius</u> ) | Absolute % Cover       | Dominant Species? | Indicator Status | Prevalence Index worksheet:                                                                                                                                                                                                                                                                                                                           |
| 1. <u>Terminalia catappa</u>                          | <u>2</u>               | <u>No</u>         | <u>FAC</u>       | Total % Cover of:                      Multiply by:<br>OBL species <u>0</u> x 1 = <u>0</u><br>FACW species <u>95</u> x 2 = <u>190</u><br>FAC species <u>2</u> x 3 = <u>6</u><br>FACU species <u>0</u> x 4 = <u>0</u><br>UPL species <u>11</u> x 5 = <u>55</u><br>Column Totals: <u>108</u> (A) <u>251</u> (B)<br>Prevalence Index = B/A = <u>2.32</u> |
| 2. <u>Leucaena leucocephala</u>                       | <u>10</u>              | <u>Yes</u>        | <u>UPL</u>       |                                                                                                                                                                                                                                                                                                                                                       |
| 3. <u>Paederia foetida</u>                            | <u>1</u>               | <u>No</u>         | <u>UPL</u>       |                                                                                                                                                                                                                                                                                                                                                       |
| 4. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| 5. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
|                                                       | <u>13</u> =Total Cover |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| Herb Stratum (Plot size: <u>1-m radius</u> )          | Absolute % Cover       | Dominant Species? | Indicator Status | Hydrophytic Vegetation Indicators:                                                                                                                                                                                                                                                                                                                    |
| 1. _____                                              |                        |                   |                  | ___ 1 - Rapid Test for Hydrophytic Vegetation<br>___ 2 - Dominance Test is >50%<br>___ 3 - Prevalence Index is ≤3.0 <sup>1</sup><br>___ Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)<br><sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.                                   |
| 2. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| 3. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| 4. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| 5. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| 6. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| 7. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| 8. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
|                                                       | =Total Cover           |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
| Woody Vine Stratum (Plot size: <u>10-m radius</u> )   | Absolute % Cover       | Dominant Species? | Indicator Status | Hydrophytic Vegetation Present?                                                                                                                                                                                                                                                                                                                       |
| 1. _____                                              |                        |                   |                  | Yes <u>X</u> No <u>    </u>                                                                                                                                                                                                                                                                                                                           |
| 2. _____                                              |                        |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |
|                                                       | =Total Cover           |                   |                  |                                                                                                                                                                                                                                                                                                                                                       |

Remarks:  
 Appears as though Hibiscus tiliaceus (Hau) forest was cut down within the past 5 years, and currently there is new growth through downed logs, Paederia foetida (a woody vine) is included in sapling/shrub stratum because it covers <5%.

**SOIL**

Sampling Point: 3

| Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) |               |     |                |   |                   |                  |              |                 |
|---------------------------------------------------------------------------------------------------------------------|---------------|-----|----------------|---|-------------------|------------------|--------------|-----------------|
| Depth<br>(inches)                                                                                                   | Matrix        |     | Redox Features |   |                   |                  | Texture      | Remarks         |
|                                                                                                                     | Color (moist) | %   | Color (moist)  | % | Type <sup>1</sup> | Loc <sup>2</sup> |              |                 |
| 0 - 15                                                                                                              | 2.5Y 2.5/1    | 100 |                |   |                   |                  | Loamy/Clayey | Silty clay/loam |
|                                                                                                                     |               |     |                |   |                   |                  |              |                 |
|                                                                                                                     |               |     |                |   |                   |                  |              |                 |
|                                                                                                                     |               |     |                |   |                   |                  |              |                 |
|                                                                                                                     |               |     |                |   |                   |                  |              |                 |
|                                                                                                                     |               |     |                |   |                   |                  |              |                 |
|                                                                                                                     |               |     |                |   |                   |                  |              |                 |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

| Hydric Soil Indicators:                                    | Indicators for Problematic Hydric Soils <sup>3</sup> :                                  |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Histosol (A1)                     | <input type="checkbox"/> Sandy Redox (S5)                                               |
| <input type="checkbox"/> Histic Epipedon (A2)              | <input type="checkbox"/> Stripped Matrix (S6) ( <b>Guam, CNMI, and American Samoa</b> ) |
| <input type="checkbox"/> Black Histic (A3)                 | <input type="checkbox"/> Dark Surface (S7)                                              |
| <input type="checkbox"/> Hydrogen Sulfide (A4)             | <input type="checkbox"/> Loamy Gleyed Matrix (F2)                                       |
| <input type="checkbox"/> Muck Presence (A8)                | <input type="checkbox"/> Depleted Matrix (F3)                                           |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Redox Dark Surface (F6)                                        |
| <input type="checkbox"/> Thick Dark Surface (A12)          | <input type="checkbox"/> Depleted Dark Surface (F7)                                     |
| <input type="checkbox"/> Sandy Mucky Mineral (S1)          | <input type="checkbox"/> Redox Depressions (F8)                                         |
| <input type="checkbox"/> Sandy Gleyed Matrix (S4)          |                                                                                         |

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

|                                                                                 |                                                                                                 |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>Restrictive Layer (if observed):</b><br>Type: _____<br>Depth (inches): _____ | <b>Hydric Soil Present?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|

Remarks:  
Observation at 11:54

**HYDROLOGY**

| Wetland Hydrology Indicators:                                         |                                                                                               |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Primary Indicators (minimum of one is required; check all that apply) | Secondary Indicators (minimum of two required)                                                |
| <input type="checkbox"/> Surface Water (A1)                           | <input type="checkbox"/> Aquatic Fauna (B13)                                                  |
| <input type="checkbox"/> High Water Table (A2)                        | <input type="checkbox"/> Tilapia Nests (B17)                                                  |
| <input type="checkbox"/> Saturation (A3)                              | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                                           |
| <input type="checkbox"/> Water Marks (B1)                             | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)                           |
| <input type="checkbox"/> Sediment Deposits (B2)                       | <input type="checkbox"/> Presence of Reduced Iron (C4)                                        |
| <input type="checkbox"/> Drift Deposits (B3)                          | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)                           |
| <input type="checkbox"/> Algal Mat or Crust (B4)                      | <input type="checkbox"/> Thin Muck Surface (C7)                                               |
| <input type="checkbox"/> Iron Deposits (B5)                           | <input type="checkbox"/> Fiddler Crab Burrows (C10) ( <b>Guam, CNMI, and American Samoa</b> ) |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)    | <input type="checkbox"/> Other (Explain in Remarks)                                           |
| <input type="checkbox"/> Water-Stained Leaves (B9)                    |                                                                                               |

|                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Field Observations:</b><br>Surface Water Present?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____<br>Water Table Present?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____<br>Saturation Present?        Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____<br>(includes capillary fringe) | <b>Wetland Hydrology Present?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:  
Surface water 5 m away; >15 in depth to water table; no saturation; no reaction to alpha-alpha-dipyridyl

Project/Site: Kahena Wai City: Hau'ula Sampling Date: 12/19/2023 Time: 12:20  
 Applicant/Owner: Karl Bromwell State/Terr/Comlth.: Hawai'i Island: O'ahu Sampling Point: 4  
 Investigator(s): Susan Burr, Carmen Hoyt, Patricia Myer TMK/Parcel: 5-3-005:007  
 Landform (hillside, coastal plain, etc.): Coastal plain Local relief (concave, convex, none): none  
 Lat: 2387084.67 N Long: 615121.24 E Datum: NAD 1983 Slope (%): 0  
 Soil Map Unit Name: Mokuleia clay loam NWI classification: PEM1Cd\*

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No      (If no, explain in Remarks.)  
 Are Vegetation     , Soil     , or Hydrology      significantly disturbed? Are "Normal Circumstances" present? Yes X No       
 Are Vegetation     , Soil     , or Hydrology      naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

|                                                                                                                                                                           |                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Hydrophytic Vegetation Present? Yes <u>X</u> No <u>    </u><br>Hydric Soil Present? Yes <u>X</u> No <u>    </u><br>Wetland Hydrology Present? Yes <u>X</u> No <u>    </u> | <b>Is the Sampled Area within a Wetland?</b><br>Yes <u>X</u> No <u>    </u> |
| Remarks:<br>*PEM1Cd = a partially drained/ditch, seasonally flooded palustrine wetland with persistent, emergent vegetation.                                              |                                                                             |

**VEGETATION – Use scientific names of plants.**

| Tree Stratum                                                                | (Plot size: <u>10-m radius</u> )         | Absolute % Cover | Dominant Species? | Indicator Status |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
|-----------------------------------------------------------------------------|------------------------------------------|------------------|-------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|----------------------|----------------|-------------------------|------------------|----------------------|----------------|-----------------------|----------------|----------------------|-----------------|-------------------------------|----------------|--------------------------------------|--|
| 1.                                                                          | _____                                    | _____            | _____             | _____            | <b>Dominance Test worksheet:</b><br>Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A)<br>Total Number of Dominant Species Across All Strata: <u>1</u> (B)<br>Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)                                                                                                                                                                                                                                                                                                                                                                                                                                           |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 2.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 3.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 4.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 5.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
|                                                                             |                                          |                  |                   | =Total Cover     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| Sapling/Shrub Stratum                                                       | (Plot size: <u>1-m radius</u> )          |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 1.                                                                          | _____                                    | _____            | _____             | _____            | <b>Prevalence Index worksheet:</b><br><table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Total % Cover of:</td> <td style="width: 50%;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>100</u></td> <td>x 2 = <u>200</u></td> </tr> <tr> <td>FAC species <u>3</u></td> <td>x 3 = <u>9</u></td> </tr> <tr> <td>FACU species <u>0</u></td> <td>x 4 = <u>0</u></td> </tr> <tr> <td>UPL species <u>2</u></td> <td>x 5 = <u>10</u></td> </tr> <tr> <td>Column Totals: <u>105</u> (A)</td> <td><u>219</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.09</u></td> </tr> </table> | Total % Cover of: | Multiply by: | OBL species <u>0</u> | x 1 = <u>0</u> | FACW species <u>100</u> | x 2 = <u>200</u> | FAC species <u>3</u> | x 3 = <u>9</u> | FACU species <u>0</u> | x 4 = <u>0</u> | UPL species <u>2</u> | x 5 = <u>10</u> | Column Totals: <u>105</u> (A) | <u>219</u> (B) | Prevalence Index = B/A = <u>2.09</u> |  |
| Total % Cover of:                                                           | Multiply by:                             |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| OBL species <u>0</u>                                                        | x 1 = <u>0</u>                           |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| FACW species <u>100</u>                                                     | x 2 = <u>200</u>                         |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| FAC species <u>3</u>                                                        | x 3 = <u>9</u>                           |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| FACU species <u>0</u>                                                       | x 4 = <u>0</u>                           |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| UPL species <u>2</u>                                                        | x 5 = <u>10</u>                          |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| Column Totals: <u>105</u> (A)                                               | <u>219</u> (B)                           |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| Prevalence Index = B/A = <u>2.09</u>                                        |                                          |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 2.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 3.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 4.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 5.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
|                                                                             |                                          |                  |                   | =Total Cover     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| Herb Stratum                                                                | (Plot size: <u>1-m radius</u> )          |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 1.                                                                          | <u><i>Urochloa mutica</i></u>            | <u>100</u>       | <u>Yes</u>        | <u>FACW</u>      | <b>Hydrophytic Vegetation Indicators:</b><br><u>    </u> 1 - Rapid Test for Hydrophytic Vegetation<br><u>X</u> 2 - Dominance Test is >50%<br><u>X</u> 3 - Prevalence Index is ≤3.0 <sup>1</sup><br><u>    </u> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)<br><sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.                                                                                                                                                                                                                                                                                                           |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 2.                                                                          | <u><i>Coccinia grandis</i></u>           | <u>1</u>         | <u>No</u>         | <u>UPL</u>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 3.                                                                          | <u><i>Macroptilium atropurpureum</i></u> | <u>3</u>         | <u>No</u>         | <u>FAC</u>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 4.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 5.                                                                          | <u><i>Leucaena leucocephala</i></u>      | <u>1</u>         | <u>No</u>         | <u>UPL</u>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 6.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 7.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 8.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
|                                                                             |                                          | =Total Cover     |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| Woody Vine Stratum                                                          | (Plot size: <u>10-m radius</u> )         |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 1.                                                                          | _____                                    | _____            | _____             | _____            | <b>Hydrophytic Vegetation Present?</b><br>Yes <u>X</u> No <u>    </u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| 2.                                                                          | _____                                    | _____            | _____             | _____            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
|                                                                             |                                          |                  |                   | =Total Cover     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |
| Remarks:<br>Leucaena leucocephala (sapling/shrub) accounted in herb stratum |                                          |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                 |                               |                |                                      |  |

**SOIL**

Sampling Point: 4

| Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) |               |     |                |    |                   |                  |                 |                                |
|---------------------------------------------------------------------------------------------------------------------|---------------|-----|----------------|----|-------------------|------------------|-----------------|--------------------------------|
| Depth<br>(inches)                                                                                                   | Matrix        |     | Redox Features |    |                   |                  | Texture         | Remarks                        |
|                                                                                                                     | Color (moist) | %   | Color (moist)  | %  | Type <sup>1</sup> | Loc <sup>2</sup> |                 |                                |
| 0 - 4                                                                                                               | 7.5YR 4/2     | 100 |                |    |                   |                  | Sandy           | Sandy clay; fine roots present |
| 4 - 19                                                                                                              | 10Y 4/1       | 80  | 10YR 3/3       | 20 | C                 | M                | Mucky Loam/Clay | Distinct redox concentrations  |
|                                                                                                                     |               |     |                |    |                   |                  |                 |                                |
|                                                                                                                     |               |     |                |    |                   |                  |                 |                                |
|                                                                                                                     |               |     |                |    |                   |                  |                 |                                |
|                                                                                                                     |               |     |                |    |                   |                  |                 |                                |
|                                                                                                                     |               |     |                |    |                   |                  |                 |                                |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Muck Presence (A8)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6) (**Guam, CNMI, and American Samoa**)
- Dark Surface (S7)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>:**

- Stratified Layers (A5)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_  
Depth (inches): \_\_\_\_\_

Hydric Soil Present?

Yes  No

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Water-Stained Leaves (B9)

- Aquatic Fauna (B13)
- Tilapia Nests (B17)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Fiddler Crab Burrows (C10) (**Guam, CNMI, and American Samoa**)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Sparsely Vegetated Concave Surface (B8)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Salt Deposits (C5)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- Shallow Aquitard (D3)
- FAC-Neutral Test (D5)

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Water Table Present? Yes  No  Depth (inches): 12  
 Saturation Present? Yes  No  Depth (inches): 5  
 (includes capillary fringe)

Wetland Hydrology Present? Yes  No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Soil from 4-19 layer changes color upon exposure to air (indicative of reduced iron present).

Project/Site: Kahena Wai City: Hau'ula Sampling Date: 12/19/2023 Time: 12:45  
 Applicant/Owner: Karl Bromwell State/Terr/Comlth.: Hawai'i Island: O'ahu Sampling Point: 5  
 Investigator(s): Susan Burr, Carmen Hoyt, Patricia Myer TMK/Parcel: 5-3-005:007  
 Landform (hillside, coastal plain, etc.): Coastal plain Local relief (concave, convex, none): None  
 Lat: 2387088.97 N Long: 615187.04 E Datum: NAD 1983 Slope (%): 0  
 Soil Map Unit Name: Jaucas sand, 0-15% slopes, MLRA 163 NWI classification: Upland

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No      (If no, explain in Remarks.)  
 Are Vegetation     , Soil     , or Hydrology      significantly disturbed? Are "Normal Circumstances" present? Yes X No       
 Are Vegetation     , Soil     , or Hydrology      naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

|                                                                                                                                                                           |                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Hydrophytic Vegetation Present? Yes <u>    </u> No <u>X</u><br>Hydric Soil Present? Yes <u>    </u> No <u>X</u><br>Wetland Hydrology Present? Yes <u>    </u> No <u>X</u> | <b>Is the Sampled Area within a Wetland?</b> Yes <u>    </u> No <u>X</u> |
| Remarks:                                                                                                                                                                  |                                                                          |

**VEGETATION – Use scientific names of plants.**

| Tree Stratum (Plot size: <u>10-m radius</u> )         | Absolute % Cover | Dominant Species? | Indicator Status |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
|-------------------------------------------------------|------------------|-------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|----------------------|----------------|-----------------------|----------------|-----------------------|------------------|------------------------|-----------------|----------------------|-----------------|-------------------------------|----------------|--------------------------------------|--|
| 1. <u>Cocos nucifera</u>                              | 5                | Yes               | FACU             | <b>Dominance Test worksheet:</b><br>Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A)<br>Total Number of Dominant Species Across All Strata: <u>3</u> (B)<br>Percent of Dominant Species That Are OBL, FACW, or FAC: <u>33.3%</u> (A/B)                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 2. <u>Trema orientalis</u>                            | 10               | Yes               | FACU             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 3. <u>    </u>                                        |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 4. <u>Leucaena leucocephala</u>                       | 3                | No                | UPL              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 5. <u>    </u>                                        |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
|                                                       | 18 =Total Cover  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| Sapling/Shrub Stratum (Plot size: <u>1-m radius</u> ) |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 1. <u>    </u>                                        |                  |                   |                  | <b>Prevalence Index worksheet:</b><br><table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Total % Cover of:</td> <td style="text-align: center;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>1</u></td> <td>x 2 = <u>2</u></td> </tr> <tr> <td>FAC species <u>96</u></td> <td>x 3 = <u>288</u></td> </tr> <tr> <td>FACU species <u>17</u></td> <td>x 4 = <u>68</u></td> </tr> <tr> <td>UPL species <u>4</u></td> <td>x 5 = <u>20</u></td> </tr> <tr> <td>Column Totals: <u>118</u> (A)</td> <td><u>378</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.20</u></td> </tr> </table> | Total % Cover of: | Multiply by: | OBL species <u>0</u> | x 1 = <u>0</u> | FACW species <u>1</u> | x 2 = <u>2</u> | FAC species <u>96</u> | x 3 = <u>288</u> | FACU species <u>17</u> | x 4 = <u>68</u> | UPL species <u>4</u> | x 5 = <u>20</u> | Column Totals: <u>118</u> (A) | <u>378</u> (B) | Prevalence Index = B/A = <u>3.20</u> |  |
| Total % Cover of:                                     | Multiply by:     |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| OBL species <u>0</u>                                  | x 1 = <u>0</u>   |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| FACW species <u>1</u>                                 | x 2 = <u>2</u>   |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| FAC species <u>96</u>                                 | x 3 = <u>288</u> |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| FACU species <u>17</u>                                | x 4 = <u>68</u>  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| UPL species <u>4</u>                                  | x 5 = <u>20</u>  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| Column Totals: <u>118</u> (A)                         | <u>378</u> (B)   |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| Prevalence Index = B/A = <u>3.20</u>                  |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 2. <u>    </u>                                        |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 3. <u>    </u>                                        |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 4. <u>    </u>                                        |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 5. <u>    </u>                                        |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
|                                                       | =Total Cover     |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| Herb Stratum (Plot size: <u>1-m radius</u> )          |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 1. <u>Cenchrus purpureus</u>                          | 80               | Yes               | FAC              | <b>Hydrophytic Vegetation Indicators:</b><br><u>    </u> 1 - Rapid Test for Hydrophytic Vegetation<br><u>    </u> 2 - Dominance Test is >50%<br><u>    </u> 3 - Prevalence Index is ≤3.0 <sup>1</sup><br><u>    </u> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)<br><sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.                                                                                                                                                                                                                                                                                                                     |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 2. <u>Canavalia cathartica</u>                        | 2                | No                | FACU             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 3. <u>Megathyrsus maximus</u>                         | 16               | No                | FAC              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 4. <u>Coccinia grandis</u>                            | 1                | No                | UPL              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 5. <u>Commelina diffusa</u>                           | 1                | No                | FACW             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 6. <u>    </u>                                        |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 7. <u>    </u>                                        |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 8. <u>    </u>                                        |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
|                                                       | 100 =Total Cover |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| Woody Vine Stratum (Plot size: <u>10-m radius</u> )   |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 1. <u>    </u>                                        |                  |                   |                  | <b>Hydrophytic Vegetation Present?</b> Yes <u>    </u> No <u>X</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
| 2. <u>    </u>                                        |                  |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |
|                                                       | =Total Cover     |                   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                       |                  |                        |                 |                      |                 |                               |                |                                      |  |

Remarks:  
 Most Leucaena leucocephala (koa haole) saplings present outside of the sampling point radius. Moved Leucaena leucocephala from sapling shrub stratum to tree stratum because <5%.



**SOIL**

Sampling Point: 5

| Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) |               |     |                |   |                   |                  |              |                             |
|---------------------------------------------------------------------------------------------------------------------|---------------|-----|----------------|---|-------------------|------------------|--------------|-----------------------------|
| Depth<br>(inches)                                                                                                   | Matrix        |     | Redox Features |   |                   |                  | Texture      | Remarks                     |
|                                                                                                                     | Color (moist) | %   | Color (moist)  | % | Type <sup>1</sup> | Loc <sup>2</sup> |              |                             |
| 0 - 2                                                                                                               | 2.5Y 3/2      | 100 |                |   |                   |                  | Loamy/Clayey | Sandy clay; 30% Cobble till |
| 2 - 13                                                                                                              | 2.5Y 3/1      | 100 |                |   |                   |                  | Loamy/Clayey | Sandy clay                  |
|                                                                                                                     |               |     |                |   |                   |                  |              |                             |
|                                                                                                                     |               |     |                |   |                   |                  |              |                             |
|                                                                                                                     |               |     |                |   |                   |                  |              |                             |
|                                                                                                                     |               |     |                |   |                   |                  |              |                             |
|                                                                                                                     |               |     |                |   |                   |                  |              |                             |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Muck Presence (A8)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6) (**Guam, CNMI, and American Samoa**)
- Dark Surface (S7)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>:**

- Stratified Layers (A5)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_  
Depth (inches): \_\_\_\_\_

Hydric Soil Present? Yes  No

Remarks:  
Water level checked at 13:00

**HYDROLOGY**

**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- Tilapia Nests (B17)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Fiddler Crab Burrows (C10) (**Guam, CNMI, and American Samoa**)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Sparsely Vegetated Concave Surface (B8)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Salt Deposits (C5)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- Shallow Aquitard (D3)
- FAC-Neutral Test (D5)

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Water Table Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Saturation Present? Yes  No  Depth (inches): \_\_\_\_\_  
 (includes capillary fringe)

Wetland Hydrology Present? Yes  No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:  
No surface water or saturation

Project/Site: Kahena Wai City: Hau'ula Sampling Date: 12/19/2023 Time: 13:50  
 Applicant/Owner: Karl Bromwell State/Terr/Comlth.: Hawai'i Island: O'ahu Sampling Point: 6  
 Investigator(s): Susan Burr, Carmen Hoyt, Patricia Myer TMK/Parcel: 5-3-005:007  
 Landform (hillside, coastal plain, etc.): Coastal plain Local relief (concave, convex, none): Concave  
 Lat: 2387164.31 N Long: 615106.93 E Datum: NAD 1983 Slope (%): 5  
 Soil Map Unit Name: Mokuleia clay loam NWI classification: Upland

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No      (If no, explain in Remarks.)  
 Are Vegetation     , Soil     , or Hydrology      significantly disturbed? Are "Normal Circumstances" present? Yes X No       
 Are Vegetation     , Soil     , or Hydrology      naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

|                                                                                                                                                                           |                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Hydrophytic Vegetation Present? Yes <u>X</u> No <u>    </u><br>Hydric Soil Present? Yes <u>    </u> No <u>X</u><br>Wetland Hydrology Present? Yes <u>    </u> No <u>X</u> | <b>Is the Sampled Area within a Wetland?</b><br>Yes <u>    </u> No <u>X</u> |
| Remarks:                                                                                                                                                                  |                                                                             |

**VEGETATION – Use scientific names of plants.**

| Tree Stratum                         | (Plot size: <u>10 m</u> )         | Absolute % Cover | Dominant Species? | Indicator Status        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
|--------------------------------------|-----------------------------------|------------------|-------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|----------------------|----------------|-----------------------|----------------|------------------------|------------------|-----------------------|----------------|----------------------|----------------|-------------------------------|----------------|--------------------------------------|--|
| 1.                                   | _____                             | _____            | _____             | _____                   | <b>Dominance Test worksheet:</b><br>Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A)<br>Total Number of Dominant Species Across All Strata: <u>1</u> (B)<br>Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 2.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 3.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 4.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 5.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
|                                      |                                   |                  |                   | =Total Cover            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| Sapling/Shrub Stratum                | (Plot size: <u>1 m</u> )          |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 1.                                   | _____                             | _____            | _____             | _____                   | <b>Prevalence Index worksheet:</b><br><table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Total % Cover of:</td> <td style="text-align: center;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>0</u></td> <td>x 2 = <u>0</u></td> </tr> <tr> <td>FAC species <u>113</u></td> <td>x 3 = <u>339</u></td> </tr> <tr> <td>FACU species <u>1</u></td> <td>x 4 = <u>4</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>114</u> (A)</td> <td><u>343</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.01</u></td> </tr> </table> | Total % Cover of: | Multiply by: | OBL species <u>0</u> | x 1 = <u>0</u> | FACW species <u>0</u> | x 2 = <u>0</u> | FAC species <u>113</u> | x 3 = <u>339</u> | FACU species <u>1</u> | x 4 = <u>4</u> | UPL species <u>0</u> | x 5 = <u>0</u> | Column Totals: <u>114</u> (A) | <u>343</u> (B) | Prevalence Index = B/A = <u>3.01</u> |  |
| Total % Cover of:                    | Multiply by:                      |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| OBL species <u>0</u>                 | x 1 = <u>0</u>                    |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| FACW species <u>0</u>                | x 2 = <u>0</u>                    |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| FAC species <u>113</u>               | x 3 = <u>339</u>                  |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| FACU species <u>1</u>                | x 4 = <u>4</u>                    |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| UPL species <u>0</u>                 | x 5 = <u>0</u>                    |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| Column Totals: <u>114</u> (A)        | <u>343</u> (B)                    |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| Prevalence Index = B/A = <u>3.01</u> |                                   |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 2.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 3.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 4.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 5.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
|                                      |                                   |                  |                   | =Total Cover            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| Herb Stratum                         | (Plot size: <u>1 m</u> )          |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 1.                                   | <u>Megathyrsus maximus</u>        | <u>110</u>       | <u>Yes</u>        | <u>FAC</u>              | <b>Hydrophytic Vegetation Indicators:</b><br><u>    </u> 1 - Rapid Test for Hydrophytic Vegetation<br><u>X</u> 2 - Dominance Test is >50%<br><u>    </u> 3 - Prevalence Index is ≤3.0 <sup>1</sup><br><u>    </u> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)<br><sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.                                                                                                                                                                                                                                                                                                                      |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 2.                                   | <u>Macroptilium atropurpureum</u> | <u>3</u>         | <u>No</u>         | <u>FAC</u>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 3.                                   | <u>Mimosa pudica</u>              | <u>1</u>         | <u>No</u>         | <u>FACU</u>             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 4.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 5.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 6.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 7.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 8.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
|                                      |                                   |                  |                   | <u>114</u> =Total Cover |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| Woody Vine Stratum                   | (Plot size: <u>10 m</u> )         |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 1.                                   | _____                             | _____            | _____             | _____                   | <b>Hydrophytic Vegetation Present?</b><br>Yes <u>X</u> No <u>    </u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| 2.                                   | _____                             | _____            | _____             | _____                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
|                                      |                                   |                  |                   | =Total Cover            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |
| Remarks:                             |                                   |                  |                   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |              |                      |                |                       |                |                        |                  |                       |                |                      |                |                               |                |                                      |  |

**SOIL**

Sampling Point: 6

| Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) |               |     |                |   |                   |                  |              |            |
|---------------------------------------------------------------------------------------------------------------------|---------------|-----|----------------|---|-------------------|------------------|--------------|------------|
| Depth<br>(inches)                                                                                                   | Matrix        |     | Redox Features |   |                   |                  | Texture      | Remarks    |
|                                                                                                                     | Color (moist) | %   | Color (moist)  | % | Type <sup>1</sup> | Loc <sup>2</sup> |              |            |
| 0 - 9                                                                                                               | 10YR 2/1      | 100 |                |   |                   |                  | Loamy/Clayey |            |
| 9 - 13                                                                                                              | 10YR 5/3      | 100 |                |   |                   |                  | Sandy        | Loamy sand |
|                                                                                                                     |               |     |                |   |                   |                  |              |            |
|                                                                                                                     |               |     |                |   |                   |                  |              |            |
|                                                                                                                     |               |     |                |   |                   |                  |              |            |
|                                                                                                                     |               |     |                |   |                   |                  |              |            |
|                                                                                                                     |               |     |                |   |                   |                  |              |            |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

| Hydric Soil Indicators:                                    | Indicators for Problematic Hydric Soils <sup>3</sup> :                                  |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Histosol (A1)                     | <input type="checkbox"/> Sandy Redox (S5)                                               |
| <input type="checkbox"/> Histic Epipedon (A2)              | <input type="checkbox"/> Stripped Matrix (S6) ( <b>Guam, CNMI, and American Samoa</b> ) |
| <input type="checkbox"/> Black Histic (A3)                 | <input type="checkbox"/> Dark Surface (S7)                                              |
| <input type="checkbox"/> Hydrogen Sulfide (A4)             | <input type="checkbox"/> Loamy Gleyed Matrix (F2)                                       |
| <input type="checkbox"/> Muck Presence (A8)                | <input type="checkbox"/> Depleted Matrix (F3)                                           |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Redox Dark Surface (F6)                                        |
| <input type="checkbox"/> Thick Dark Surface (A12)          | <input type="checkbox"/> Depleted Dark Surface (F7)                                     |
| <input type="checkbox"/> Sandy Mucky Mineral (S1)          | <input type="checkbox"/> Redox Depressions (F8)                                         |
| <input type="checkbox"/> Sandy Gleyed Matrix (S4)          |                                                                                         |
|                                                            | <input type="checkbox"/> Stratified Layers (A5)                                         |
|                                                            | <input type="checkbox"/> Red Parent Material (F21)                                      |
|                                                            | <input type="checkbox"/> Very Shallow Dark Surface (F22)                                |
|                                                            | <input type="checkbox"/> Other (Explain in Remarks)                                     |

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

|                                                                                 |                                                                                                 |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>Restrictive Layer (if observed):</b><br>Type: _____<br>Depth (inches): _____ | <b>Hydric Soil Present?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|

Remarks:  
 No reaction to alpha-alpha-dipyridyl; 2 inches of Megathyrsus maximus (guinea grass) above soil; water table reading at 14:05

**HYDROLOGY**

| Wetland Hydrology Indicators:                                         |                                                                                               |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Primary Indicators (minimum of one is required; check all that apply) | Secondary Indicators (minimum of two required)                                                |
| <input type="checkbox"/> Surface Water (A1)                           | <input type="checkbox"/> Aquatic Fauna (B13)                                                  |
| <input type="checkbox"/> High Water Table (A2)                        | <input type="checkbox"/> Tilapia Nests (B17)                                                  |
| <input type="checkbox"/> Saturation (A3)                              | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                                           |
| <input type="checkbox"/> Water Marks (B1)                             | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)                           |
| <input type="checkbox"/> Sediment Deposits (B2)                       | <input type="checkbox"/> Presence of Reduced Iron (C4)                                        |
| <input type="checkbox"/> Drift Deposits (B3)                          | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)                           |
| <input type="checkbox"/> Algal Mat or Crust (B4)                      | <input type="checkbox"/> Thin Muck Surface (C7)                                               |
| <input type="checkbox"/> Iron Deposits (B5)                           | <input type="checkbox"/> Fiddler Crab Burrows (C10) ( <b>Guam, CNMI, and American Samoa</b> ) |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)    | <input type="checkbox"/> Other (Explain in Remarks)                                           |
| <input type="checkbox"/> Water-Stained Leaves (B9)                    |                                                                                               |
|                                                                       | <input type="checkbox"/> Surface Soil Cracks (B6)                                             |
|                                                                       | <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)                              |
|                                                                       | <input type="checkbox"/> Drainage Patterns (B10)                                              |
|                                                                       | <input type="checkbox"/> Dry-Season Water Table (C2)                                          |
|                                                                       | <input type="checkbox"/> Salt Deposits (C5)                                                   |
|                                                                       | <input type="checkbox"/> Stunted or Stressed Plants (D1)                                      |
|                                                                       | <input type="checkbox"/> Geomorphic Position (D2)                                             |
|                                                                       | <input type="checkbox"/> Shallow Aquitard (D3)                                                |
|                                                                       | <input type="checkbox"/> FAC-Neutral Test (D5)                                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Field Observations:</b><br>Surface Water Present?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____<br>Water Table Present?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____<br>Saturation Present?        Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____<br>(includes capillary fringe) | <b>Wetland Hydrology Present?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

---

---

Attachment B

Photos of Sampling Points  
(SPs)

---

---

**SP-01 Non-wetland**



SP-01 is located on the south side of the parcel, near the boundary. Water table is deeper than 17 in below surface. A stream is ~3 m away.



View east towards Kamehameha Hwy.



View north towards the stream that transects the southern side of the parcel. Kamehameha Hwy can be seen in the background.



View west towards the southwest edge of the parcel.



**SP-02 Wetland**



SP-02 is 16 in away from standing water. Water table is 4 in deep. Chunks of asphalt that were removed at SP-02 can be seen above it.



View south toward the boundary of the parcel. SP-01 is across the stream.



View north toward standing water. The upland/wetland boundary is in the background, with a visible change in vegetation.



View west toward Kamehameha Hwy.



**SP-03 Non-wetland**



SP-03 is in a cut down hau (*Hibiscus tiliaceus*; FACW) forest. Water table is > 15 in deep. Surface water is ~5 m away.



View north, facing the wetland/upland boundary. Hau forest.



View south, upland conditions continue until parcel boundary, past which is the stream. Hau forest.



View east, facing the wetland/upland boundary. Hau forest.



**SP-04 Wetland**



SP-04 is in thick California grass (*Urochloa mutica*; FACW). Soil changed color upon air exposure. Water table present at 12 in, saturation at 5 in.



View south, toward the parcel boundary. California grass dominates.



View east, toward the wetland/upland boundary. California grass.



View west, wetland continues. California grass dominates.



**SP-05 Non-wetland**



SP-05 is located upland in thick elephant grass (*Cenchrus purpureus*; FAC). Water table is > 13 in deep.



View north, upland continues, dominated by elephant grass.



View south, toward wetland/upland boundary, dominated by elephant grass.



View east, upland continues, dominated by elephant grass.



**SP-06 Non-wetland**



SP-06 is located upland in thick guinea grass (*Megathyrsus maximus*; FAC). Water table is > 13 in deep.



View north, upland continues until parcel boundary, dominated by Guinea grass.



View south, upland continues until the wetland boundary, dominated by Guinea grass.



View east, upland continues until parcel boundary, which is located at the houses in the background of the photo.