



# HAWAIIANA

Hawaiiana Management Company, Ltd.  
Pacific Park Plaza, Suite 700  
711 Kapiolani Boulevard  
Honolulu, Hawaii 96813  
Tel: (808) 593-6378  
Fax: (808) 447-5163  
Internet: www.hmcmt.com

October 2020

Dear The Collection Owner,

Your Board of Directors has approved the 2021 Operating and Reserve Budgets which were prepared on a cash basis and after carefully reviewing the Association’s current and long range requirements, the Board has increased maintenance fees for 2021 as follows:

Common.....	11.5% increase
Tower.....	2.75% increase
Midrise (Lofts).....	0% increase
Commercial.....	0% increase

Each unit is charged the *Common* maintenance fee, in addition to the fee associated with the entity in which they reside (*i.e. – Tower, Midrise (Lofts), or Commercial*). Copies of the 2021 Operating and Reserve budgets are available on your website at [www.thecollectionhonolulu.net](http://www.thecollectionhonolulu.net) or you may request a hard copy from The Collection office by calling 808-548-4555.

### SurePay and other E-Payments

Statements will continue to be sent to you each month. Please return the bottom portion of the statement with your payment (*Unless you are on our automatic SurePay Plan – in your case, your statement is for information only – no need to do anything*). You may sign up to receive your statement via email. Or, if you are not already using our SurePay system for automatic payments, you might want to consider it now. A form for that purpose is enclosed. If a bank or bill payment agency other than Hawaiiana's Surepay Plan pays your maintenance fees, you must inform that agency of the new maintenance fee amount that will be effective with the January 1, 2021 payment.

### Please note the following:

- Payments are due on the 1st of each month. A late fee equal to the greater of 5% of the amount due plus 1% interest will be assessed for any unpaid assessments.
- Each unit owner is responsible to maintain his/her unit in good repair. Please check and correct any deficiencies to avoid headaches and additional expenses.
- Insurance - The Association maintains insurance to cover the cost of damage caused by the common elements to the building and to your unit. You are required to have homeowner’s insurance (*HO-6*) to cover damages or injuries caused by the failure of fixtures and appliances in your unit or by the actions of its residents and guests.
- Annual Meeting (*November 2, 2020*): When you receive your proxy form, even if you plan to attend, please be sure to complete and return it immediately. Doing so will avoid additional costs in sending you the forms again and help the Association save money. If the legal name of the owner of your unit has changed please notify Hawaiiana Management Company Ltd., in writing. This important information must be kept current especially when we prepare and tally proxies and ballots.

*Have a safe and happy holiday season!*

Sincerely,  
FOR THE BOARD OF DIRECTORS  
OF THE COLLECTION

Debi Balmilero CMCA®, AMS®, PCAM®  
Management Executive

*Enclosures: Maintenance Fee Schedule, Surepay Form, 2<sup>nd</sup> Amendment to Community Charter, eStatement Flyer*

cc: General Manager

# THE COLLECTION

## 2021 Maintenance Fees

Unit Type	2019 Total Fees (excluding electricity)	2020 Total Fees (excluding electricity)	2021 Common Maintenance Fee	2021 Tower Maintenance Fee	2021 Midrise Maintenance Fee	2021 Commercial Maintenance Fee	2021 Total Fees (excluding electricity)
A	1,009.91	1,021.27	139.28	921.00			\$ 1,060.28
A1	1,180.91	1,194.19	162.86	1,076.94			\$ 1,239.80
B	515.64	521.44	71.11	470.25			\$ 541.36
C	809.54	818.64	111.65	738.26			\$ 849.91
D	824.67	833.94	113.73	752.07			\$ 865.80
E	854.07	863.67	117.79	778.87			\$ 896.66
F	1,083.83	1,096.02	149.48	988.41			\$ 1,137.89
G	774.80	783.51	106.86	706.59			\$ 813.45
H	782.81	791.62	107.96	713.90			\$ 821.86
J	516.53	522.34	71.24	471.06			\$ 542.30
K	922.64	933.01	127.24	841.41			\$ 968.65
L	586.89	593.49	80.94	535.22			\$ 616.16
M	868.31	878.07	119.75	791.86			\$ 911.61
N	623.41	630.42	85.98	568.52			\$ 654.50
M-A	420.88	470.45	57.16		419.19		\$ 476.35
M-AR	420.88	470.45	57.16		419.19		\$ 476.35
M-B	712.25	796.13	97.58		708.66		\$ 806.24
M-C	714.83	799.03	97.81		711.31		\$ 809.12
CM 1	1,963.21	2,108.60	325.79			1,816.41	\$ 2,142.20
CM 2	721.71	775.16	119.86			667.66	\$ 787.52
CM 3	39.16	42.06	6.52			36.22	\$ 42.74
CM M1	2,395.22	2,572.62	398.19			2,215.50	\$ 2,613.69

/s/ LESLIE T. KOBATA, Registrar  
ICL 10

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Return by Mail ( ) Pickup (X) To: (526-3011)  
Kamehameha Schools  
Endowment Legal Division, Legal Services (EA)  
567 South King Street, Suite 310  
Honolulu, Hawaii 96813

This document contains 10 pages.

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TITLE OF DOCUMENT:

**SECOND AMENDMENT TO COMMUNITY CHARTER  
FOR  
KAIAULU 'O KAKA'AKO**

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PARTIES TO DOCUMENT:

FOUNDER: **LANCE KEAWE WILHELM, ROBERT K. W. H. NOBRIGA, ELLIOT K. MILLS, MICAH A. KANE, and CRYSTAL KAUILANI ROSE, as Trustees of the Estate of Bernice Pauahi Bishop, whose place of business and post office address is 567 South King Street, Suite 200, Honolulu, Hawai'i 96813.**

TAX MAP KEYS NOS.

(1) 2-1-055-041: 0001 to 0456	("The Collection")
(1) 2-1-055-043: 0001 to 0014	("The Townhomes at The Collection")
(1) 2-1-055-044:	(Block E Commercial Parcel)
(1) 2-1-055-048	("680 Ala Moana")
(1) 2-1-055-006, -026, -038, -050	("SALT")
(1) 2-1-054-025: 0001 to 0096	("400 Keawe")
(1) 2-1-054-027, 032	("440 Keawe" now known as "Flats at Pu'unui")
(1) 2-1-030-051: 0001 to 0429	("Keauhou Place")
(1) 2-1-030-055	("Keauhou Lane")

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**SECOND AMENDMENT TO COMMUNITY CHARTER  
FOR  
KAIAULU 'O KAKA'AKO**

THIS SECOND AMENDMENT TO COMMUNITY CHARTER FOR KAIAULU 'O KAKA'AKO ("Amendment") is made this 14<sup>th</sup> day of July, 2020, by LANCE KEAWE WILHELM, ROBERT K. W. H. NOBRIGA, ELLIOT K. MILLS, MICAH A. KANE, and CRYSTAL KAUILANI ROSE, as Trustees of the Estate of Bernice Pauahi Bishop (the "Founder"), whose place of business and post office address is 567 South King Street, Suite 200, Honolulu, Hawai'i 96813.

**Background Statement**

WHEREAS, on September 18, 2014, the Founder recorded that certain Community Charter for Kaiaulu 'o Kaka'ako in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. A-53740943, covering Block E ("The Collection" and "The Townhomes at The Collection") and Block F ("680 Ala Moana" and "SALT") as amended by instrument recorded in the Bureau on October 18, 2017, as Document Nos. A-65000726A to A-65000726B, and as supplemented by instruments recorded in the Bureau on November 14, 2014, as Document No. A-54310833 ("400 Keawe"); on November 14, 2014, as Document No. A-54310834 ("440 Keawe" nka "Flats at Pu'unui"); on October 8, 2015, as Document No. A-57590524 ("Keauhou Place"); and on March 17, 2016, as Document No. A-59200296 ("Keauhou Lane") (as amended and supplemented, the "Charter"); and

WHEREAS, pursuant to the terms of Section 21.2(a) of the Charter, during the Development and Sale Period, the Founder may unilaterally amend the Charter for any purpose; provided, no amendment that would materially adversely affect the title to any Parcel shall be binding upon such Parcel unless the Parcel Owners shall consent thereto in writing (as such capitalized terms are defined in the Charter); and

WHEREAS, the Development and Sale Period has not yet expired; and

WHEREAS, the Founder desires to amend the Charter to correct an error and remove any ambiguity concerning the methodology for allocating votes in the Association and Common Expenses among the Parcels (as such capitalized terms are defined in the Charter); and

WHEREAS, in accordance with Sections 4.2 and 14.2 of the Charter, each Parcel is assigned a number of Equivalent Units based upon the size of the land area of the Parcel and the use(s) within the Parcel. For projects submitted to a condominium property regime, the project is the "Parcel." Exhibit "D" to the Charter clearly indicates that allocations based upon the Parcel's acreage shall be made at the time a Parcel is submitted to the Charter, and additional Equivalent Units based on actual uses are to be allocated to each Parcel when improvements for such uses are completed or when the use commences. Paragraph 2 of Exhibit "D" further explains that a Parcel that is a condominium project will be assigned Equivalent Units based on the Parcel acreage plus Equivalent Units based on the uses within the Parcel. However, Section 14.8(c) of the Charter provides that property owned by all of the members of a Parcel Association as tenants-in-common (*i.e.*, condominium common area, including the land) is exempt from assessment (as such capitalized terms are defined in the Charter); and

WHEREAS, the Founder desires to amend the Charter to remove the exemption in Section 14.8(c) in order to resolve the conflict and correct an error in the text and to address expressly the allocation of

Equivalent Units to Sub-Units. The Charter evinces a uniform scheme for allocating assessments and votes in a fair and equitable among the Parcels, and the Equivalent Unit allocation formulas do not contemplate that Equivalent Units based on acreage will be excluded if a Pre-Redevelopment Parcel is submitted to a condominium form of ownership; and

WHEREAS, the Charter does not expressly address the allocation of Equivalent Units when a Parcel previously submitted to the Charter (*e.g.*, Land Block E described in Exhibit "A" to the original Charter) is subsequently subdivided or redeveloped to create smaller lots and/or more than one condominium project or when a portion or portions of a Land Block are submitted to the Charter from time to time (Land Blocks as identified in the Master Plan); and

WHEREAS, resolving the ambiguity in the Charter does not materially adversely affect the title to any Parcel;

NOW, THEREFORE, pursuant to authority granted by and through the Charter, the Founder hereby amends the Charter as follows:

1.

Subsection (c) of Section 14.8, Exempt Property, is stricken in its entirety.

2.

Exhibit "D" to the Charter is stricken in its entirety, and the Exhibit "D" attached hereto is substituted therefor.

This Amendment has been executed by or on behalf of the Trustees of the Estate of Bernice Pauahi Bishop in their fiduciary capacities as said Trustees, and not in their individual capacities. No personal liability or obligation thereunder shall be imposed or assessed against said Trustees in their individual capacities.

[Signatures on the next page.]

IN WITNESS WHEREOF, the Founder has executed this Amendment as of the date and year first written above.

**THE FOUNDER:**

**TRUSTEES OF THE ESTATE OF BERNICE  
PAUAHI BISHOP, AS AFORESAID**

Approved as to Content, Authority,  
and Compliance with KS Policy:

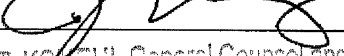
/s/ Serge Krivatsy  
Manager

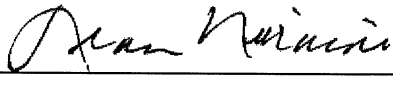
/s/ Chris Deuchar  
Vice President/ Director

Approved as to Form:

/s/ Emi Aukai  
Legal Group


/s/ Gail Tamashiro  
Retained Counsel Cades Schutte LLP

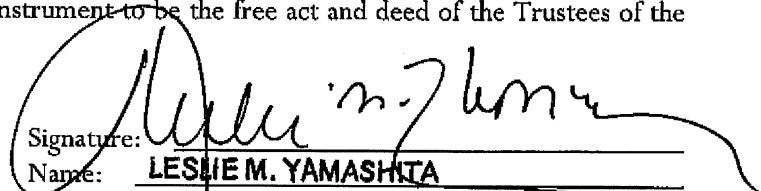
By   
Name: JOHN T. KOMIJI, General Counsel and Vice President  
Their Attorney-in-Fact John T. Komeiji

By   
Name: LEANNE NIKAIDO, Director  
Their Attorney-in-Fact

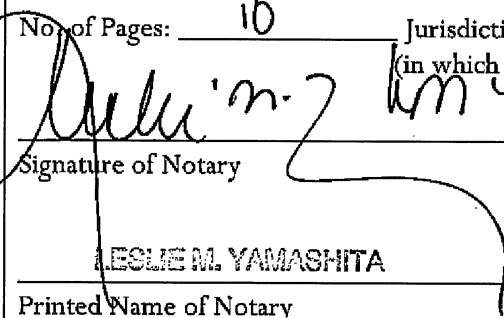
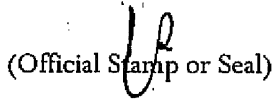
STATE OF HAWAII )  
 ) SS:  
CITY AND COUNTY OF HONOLULU)

On JUN 19 2020 before me appeared JOHN T. KOMEIJI, General Counsel and Vice President and LEANNE NIKAIIDO, Director, to me personally known, who being by me duly sworn, did say that they are two of the attorneys-in-fact for LANCE KEAWE WILHELM, ROBERT K. W. H. NOBRIGA, ELLIOT K. MILLS, MICAH A. KANE, and CRYSTAL KAUILANI ROSE, as Trustees of the Estate of Bernice Pauahi Bishop, duly appointed under Limited Power of Attorney effective as of March 10, 2020, as amended by that certain Amendment to Limited Power of Attorney and Ratification effective as of May 18, 2020, recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. A-73740550 and A-74430363, respectively, and in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Document No. T-11026199 and T-11095123, respectively; and that the foregoing instrument was executed in the name and on behalf of LANCE KEAWE WILHELM, ROBERT K. W. H. NOBRIGA, ELLIOT K. MILLS, MICAH A. KANE, and CRYSTAL KAUILANI ROSE, as Trustees of the Estate of Bernice Pauahi Bishop, by such persons in their capacities as attorneys-in-fact; and they acknowledged the instrument to be the free act and deed of the Trustees of the Estate of Bernice Pauahi Bishop, as aforesaid.

 **LESLIE M. YAMASHITA**  
Notary Public, State of Hawaii  
My commission expires Sept. 27, 2020

Signature:   
Name: LESLIE M. YAMASHITA  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_

(Official Stamp or Seal)

<b>NOTARY CERTIFICATION STATEMENT</b>	
Document Identification or Description: <u>Second Amendment to Community Charter for Kaiaulu 'O Kaka'ako</u>	
Doc. Date: <input checked="" type="checkbox"/> Undated at time of notarization or <input type="checkbox"/> _____, 2020	
No. of Pages: <u>10</u>	Jurisdiction: <u>First Circuit</u> (in which notarial act is performed)
 Signature of Notary	<u>JUN 19 2020</u> Date of Notarization and Certification Statement
<u>LESLIE M. YAMASHITA</u> Printed Name of Notary	(Official Stamp or Seal) 

## EXHIBIT "D"

### Allocating Liability for Assessments and Allocating Votes Among Parcels

A. **Assignment of Equivalent Units.** For purposes of allocating Common Expenses and Service Area Expenses among Parcels, and for purposes of allocating votes in the Association among Parcels, each Parcel shall be assigned Equivalent Units. The number of Equivalent Units for each Parcel is determined in accordance with the table set forth below based upon the size of the Parcel and the land use classifications within the Parcel, including all uses within the Parcel, as determined by actual uses.

Assignments based upon the acreage of the Parcel shall be made at the time a Parcel is submitted to this Charter. Additional Equivalent Units based on actual uses will be assigned to each Parcel other than a Pre-Redevelopment Parcel upon the earlier of (i) the issuance of a certificate of occupancy for the Improvement containing residential units or substantial completion of the Improvements (as determined by the Board) for non-residential uses, or (ii) the date upon which the intended use commences. In the case of an issuance of the certificate of occupancy or substantial completion, the new assignment shall be made as the date such certificate is issued or such substantial completion occurs (as determined by the Board). In the case of a change in use, the new assignment shall be made as of the date upon which the new use actually commences. A "certificate of occupancy" is that certificate or approval issued by the City and County of Honolulu, Hawai'i, as applicable, as a final condition of occupancy or use of a residential Improvement on a Parcel.

The Founder shall make all determinations of land use classification during the Development and Sale Period. Thereafter, the Board shall determine land use classifications; provided the land use classification of a Parcel or any portion of a Parcel hereunder shall not be changed once established unless there has been a change in predominant use (*e.g.*, a portion of the Parcel changes from residential to commercial use). The land use classification of all or a portion of a Parcel (and, as such, the Equivalent Units assigned to the Parcel) shall change upon (i) the redevelopment of a Pre-Redevelopment Parcel, and (ii) the change in predominant use of all or a portion of a Parcel which is not a Pre-Redevelopment Parcel.

If any Parcel is subsequently subdivided or redeveloped to create more than one Parcel, the Equivalent Units assigned to the original Parcel based on acreage ("**Original Acreage EUs**") at the time such Parcel was submitted to this Charter shall be proportionately allocated between or among the subdivided or redeveloped Parcels such that the sum of the Equivalent Units for acreage assigned to the subdivided or redeveloped Parcels shall equal the Original Acreage EUs. In addition, if a Parcel or Parcels of a Land Block have been submitted to this Charter and a new Parcel within the Land Block is subsequently submitted to this Charter, the Equivalent Units that would have been assigned to the Land Block based on acreage ("**Land Block Original Acreage EUs**") at the time such new Parcel is submitted to this Charter shall be proportionately allocated between or among the Parcels of the Land Block such that the sum of the Equivalent Units for acreage assigned to such Parcels shall equal the Land Block Original Acreage EUs. (The Land Blocks are as identified in the Master Plan.)

Such assignment shall be determined based upon the agreement of the Owner(s) of the Parcels with the approval of the Board. In the absence of any such agreement and approval, the Equivalent Units shall be allocated between or among the Parcels in a fair and equitable manner, as determined in the sole discretion of the Founder during the Development and Sale Period and, thereafter, by the Board. In making such allocation, the Founder or the Board, as applicable, may, but shall not be required to, consider factors such as the percentage of the total original acreage within each Parcel or Land Block and the types or quantity of

uses within such Parcels or Land Block. This calculation shall apply only if the aggregate Equivalent Units based on the land acreage that would be assigned to the new Parcels is greater or less than the Original Acreage EUs or the Land Block Original Acreage EUs, as applicable, or if any new Parcel (resulting from a subdivision/redevelopment or submission to this Charter) would otherwise have no assigned land acreage.

For any assignment of Equivalent Units among Sub-Units in a Parcel (e.g., condominium project) having different Land Use Classifications in accordance with Section 14.6(c) of this Charter, the Equivalent Units assigned to the land acreage shall be proportionately allocated (in whole numbers) to each group of Sub-Units with the same Land Use Classification based upon the ratio such group's Equivalent Units for use bears to the Parcel's total Equivalent Units based on use, with appropriate fractional additions to or reductions of Equivalent Units to account for rounding. The aggregate Equivalent Units for acreage so assigned to all groups of Sub-Units shall equal the total Equivalent Units for acreage assigned to the Parcel.

Land Use Classification	Equivalent Units
<i>Pre-Redevelopment Parcel</i> <sup>1</sup>	150 per acre of land (rounded up or down to the nearest acre) <sup>2</sup>
<i>All Parcels other than Pre-Redevelopment Parcels, developed or undeveloped – without regard to use (excluding Common Areas and Exempt Property)</i> <sup>1</sup>	150 per acre of land (rounded up or down to the nearest acre) <sup>3</sup>
<i>Office, restaurants, and retail and service establishments, including, without limitation, banks (including ATM's) and other financial services and institutions</i>	1 per 150 square feet of gross floor area <sup>4,7</sup>
<i>Art galleries, museums, places of worship, libraries, nonprofit educational, research, or cultural institutions</i>	0.15 per 150 square feet of gross floor area <sup>4</sup>
<i>Residential units (single family attached, detached, and condominium)</i>	1 per dwelling unit <sup>5</sup>
<i>Multi-family rental apartments</i>	1.5 per apartment dwelling unit <sup>5</sup>
<i>Industrial Use</i>	0.15 per 150 square feet of gross floor area <sup>4</sup>
<i>Other uses</i>	<sup>6</sup>
<i>Exempt property (or as provided in Section 14.8)</i>	0

<sup>1</sup> Although a Pre-Redevelopment Parcel is a type of Parcel, for purposes of utilizing this chart, each Parcel shall initially be classified as a "Parcel" or a "Pre-Redevelopment Parcel." A Pre-Redevelopment Parcel is a Parcel designated in writing by the Founder as one for which the intent ultimately is to remove or functionally alter the existing improvements on the Parcel for use in a manner designed to comply with the Master Plan. Alternatively, a Parcel designated in writing by the Founder as one for which the intent is to retain existing structures indefinitely, with or without substantial alteration, but change the use to comply with the Master Plan is not considered a Pre-Redevelopment Parcel and shall receive an assignment based upon acreage and improvements on and use of the Parcel. The Founder, at any time and from time to time, may make and may change, in writing, such designations. At such time as a Pre-Redevelopment Parcel is redeveloped and no longer qualifies as a Pre-Redevelopment Parcel (as described in Section 7.1(f) of this Charter), the Parcel shall be treated simply as a Parcel for purposes of this chart.

<sup>2</sup> Pre-Redevelopment Parcels are assigned Equivalent Units based on acreage of the Pre-Redevelopment Parcel only, without regard to structures.

<sup>3</sup> With the exception of Pre-Redevelopment Parcels, assignments based on Parcel acreage shall apply in addition to assignments based on gross floor area or number of units.

<sup>4</sup> "Gross floor area" shall be the area within an enclosed structure intended for occupancy or other use, as determined by a licensed engineer or architect. To the extent applicable, the definition of "gross floor area" set forth in the applicable zoning ordinance pertaining to Kaiaulu 'o Kaka'ako, as may be amended from time to time, shall be followed in making any determination of the gross floor area of a use within a Parcel. For calculation purposes, square footages shall be rounded up or down to the nearest multiple of 150 (subject to a minimum square footage, after rounding, of 150 square feet).

<sup>5</sup> A dwelling unit shall be the structure or the portion of a structure designed for occupancy by a single household (*e.g.*, a condominium unit or a single rental apartment unit).

<sup>6</sup> During the Development and Sale Period, the Founder unilaterally may amend this Exhibit "D" to create additional Land Use Classifications and to assign Equivalent Units to such new use.

<sup>7</sup> To the extent property owned by a Parcel Association for the common use and enjoyment of its members, or owned by all of the members of a Parcel Association as tenants-in-common, includes office space which is used by the Parcel Association for its own management office purposes or is provided as a business center for use by all of its members, Equivalent Units are not required to be assigned for such use. However, Equivalent Units shall be assigned for any commercial use of such space, such as leasing space for an office, restaurant, or retail space, and the Board shall allocate such Equivalent Units among the Sub-Units in an equitable manner.

#### **B. Calculating Equivalent Units - Examples.**

- A 2-acre Pre-Redevelopment Parcel containing any number of structures and uses would be assigned 300 Equivalent Units ( $2 \text{ acres} \times 150 = 300$ ).
- A 2-acre Parcel containing an aggregate of 10,000 square feet of retail and restaurant use and 10,000 square feet of museum and art gallery use would be assigned 377 Equivalent Units [ $(2 \text{ acres} \times 150 = 300) + (10,000 \text{ square feet of retail and restaurant} / 150 = 67) + (10,000 \text{ square feet of museum and art gallery} / 150 \times 0.15 = 10)$ ].
- A 2-acre Parcel comprised of a 150-unit residential condominium project would be assigned 450 Equivalent Units [ $(2 \text{ acres} \times 150 = 300) + (150 \text{ units} \times 1 = 150)$ ].
- A 2-acre Pre-Redevelopment Parcel is submitted to this Charter and accordingly is assigned 300 Equivalent Units for such acreage. The Pre-Redevelopment Parcel is subsequently subdivided or redeveloped, resulting in two Parcels (*e.g.*, two condominium projects) comprised of a 100-unit residential condominium project and a 50-unit residential condominium project. The result is that the original 300 Equivalent Units for acreage must be allocated among the two Parcels. In addition, Equivalent Units must be added based on uses since the Parcels no longer qualify for status as Pre-Redevelopment Parcels. Absent an agreement by the Owner(s) of the Parcels and the approval of the Board specifying how the 300 Equivalent Units for acreage are to be allocated among the Parcels, an equitable allocation would appear to be to allocate the acreage Equivalent Units to each Parcel based on its percentage of the total number of non-acreage

Equivalent Units assigned to both Parcels. In this example, the non-acreage Equivalent Units are based on the number of residential units. So, the calculations would be as follows:

100-residential unit Parcel:  $(300 \text{ Equivalent Units} \times 2/3 = 200 \text{ Equivalent Units for acreage})$   
 $+ (100 \text{ dwelling units} \times 1 = 100) = 300 \text{ total Equivalent Units}$

50-residential unit Parcel:  $(300 \text{ Equivalent Units} \times 1/3 = 100 \text{ Equivalent Units for acreage})$   
 $+ (50 \text{ dwelling units} \times 1 = 50) = 150 \text{ total Equivalent Units}$

- A 2-acre Parcel comprised of a 150-unit mixed-use condominium project with 145 residential units and 5 commercial units (each commercial unit with 4,650 square feet of gross floor used for a retail or restaurant establishment would be assigned a total of 600 Equivalent Units [ $(2 \text{ acres} \times 150 = 300) + (145 \text{ residential units} \times 1 = 145) + (5 \text{ commercial units} \times (4,650 \div 150 = 31) = 155)$ ]).

The Equivalent Units for acreage would be proportionately allocated to each group of uses to determine the Equivalent Units for each group of residential Sub-Units and commercial Sub-Units. Initially, the 300 land Equivalent Units for the Parcel would be divided by the 300 Equivalent Units related to use ( $145 \text{ residential} + 155 \text{ commercial} = 300$ ), and the result is 1 land Equivalent Unit per use Equivalent Unit (with no rounding). Then, each group's Equivalent Units for use are added to calculate the group's total Equivalent Units, with rounding to the nearest whole number or, if applicable, to a lower or higher whole number so that the total Equivalent Units for the groups of Sub-Units equals the total Equivalent Units for the Parcel. The group of residential Sub-Units would be assigned 290 total Equivalent Units:  $145 \text{ use Equivalent Units} + 145 \text{ land Equivalent Units} (145 \text{ use Equivalent Units} \times 1 = 145 \text{ land Equivalent Units})$ . The group of commercial Sub-Units would be assigned 310 total Equivalent Units:  $155 \text{ use Equivalent Units} + 155 \text{ land Equivalent Units} (155 \text{ use Equivalent Units} \times 1 = 155 \text{ land Equivalent Units})$ .

C. **Calculation of Assessments.** The share of any Common Expenses to be assessed by the Association against a Parcel shall be represented by a fraction, the numerator of which is the number of Equivalent Units assigned to the particular Parcel and the denominator of which is the total number of Equivalent Units assigned to all Parcels subject to such assessment. Such fraction shall be multiplied by the total dollar amount of the Common Expense budget assigned to all Parcels in order to determine the dollar amount of the assessment to be levied against the particular Parcel.

D. **Calculation of Votes.** Each Parcel (and each group of Sub-Units) shall be allocated the number of votes corresponding to the number of Equivalent Units assigned to the Parcel (and each group of Sub-Units).

E. **Computation by Board.** The land use classification and number of Equivalent Units assigned to each Parcel, and the share of assessments (stated as a percentage) to be levied on each Parcel subject to assessment, shall be computed at least annually by the Board. If a use within a Parcel changes during the fiscal year, the Board shall be authorized to adjust the assessment against the Parcel effective with such change in use, but the Board need not reallocate assessments against all Parcels to take into account such change until the next annual budget. Notice of the percentages for each Parcel (including a summary of the computations) shall be sent to each Parcel Owner together with the notice of the assessment.

In the event that additional real property is made subject to this Charter during the Association's fiscal year, for computation of Equivalent Units, and such property has been assigned a significant number of Equivalent Units (as determined by the Board), the Board shall recompute assessment percentages and votes for each Parcel as of the date of submission and send notice of such recomputed percentages to each Owner; provided, no adjustments shall be made in any assessments previously levied to reflect such recomputation. If the effective date for any commencement, change, or recalculation of the assigned Equivalent Units is not the first day of the calendar month, then the effective date shall be delayed and shall commence as of the first day of the calendar month immediately following the original effective date.



## Secure Web Services & Mobile App for Your Property

Aloha!

As you may know, Hawaiiana has provided our association clients with websites for many years through our partnership with Association Voice. As Association Voice has upgraded its platform and company name to FRONTSTEPS, Hawaiiana is continuing this partnership in order to provide our clients with the latest in technology and convenience, including an upgraded website and app capabilities.

Through FRONTSTEPS, Hawaiiana is providing you with an updated community website that will have both a public and private (secure) component. On the public website, associations can post general information about the property, including emergency alerts, contacts and other public information. This information may be accessed by all who visit the site. Your website will also have a secure component where information about the property such as documents, minutes and other property-specific information will be available via a password-protected user login for owners. In addition, owners may log in to see their account history and balance\*, pay online and have access to other convenient features. A free FRONTSTEPS app can also be downloaded to your phone or tablet.

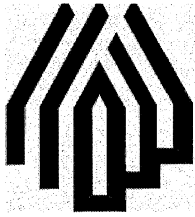
If you have *already* registered for your new FRONTSTEPS community website, please disregard this letter – there is no need to do anything else to begin enjoying the benefits on your computer, phone or tablet. To begin the registration process prior to receiving your invitation letter or at any time in the future, you may also fill out an online enrollment request form at [ownerenrollment.hmcmgt.com](http://ownerenrollment.hmcmgt.com). Once this form is submitted, you will receive an invitation via email to complete the enrollment process. Just follow the link and instructions provided in your email invitation.

For questions or assistance regarding the owner registration process, please email [websupport@hmcmgt.com](mailto:websupport@hmcmgt.com). We hope that this new service will provide you with greater convenience and an easy way to access the information you need!

Mahalo,  
Hawaiiana Management Company, Ltd.

Mike Hartley  
President

\*NOTE: Account balances shown for owners who are delinquent or in the collections process may not reflect all current fees.



# Hawaiiana Management Company now offers **eStatements!**

**Go Green** with our new paperless statement service, known as **eStatements!** eStatements allow everyone to quickly and securely view your Association's monthly billing statements online. Sign up for eStatements and begin receiving your statements online. With your free eStatements, you'll never have to worry about misplacing your statement again.

## **With eStatements, you have:**

- An electronic version of your paper statement – go green!
- Instant and secure access, 24 hours a day
- Statements archived for quick history reference for up to 12 months
- Email notification when your eStatement is available online
- Printing options – print your statement multiple times or not at all

## **It's easy to sign up:**

Signing up for eStatements is easy and free. Just follow the following easy steps:

1. Go to our website at [www.hmcmgt.com](http://www.hmcmgt.com)
2. Click on the "Find a Community" located on the main menu
3. Enter your Association's name and click on Search then click on the Access eStatements link which will take you to the enrollment screen
4. You will need your eStatement ID and Total Amount Due from your last statement
5. Follow the simple instructions to enroll in this service

**If you require assistance or have any questions, contact**  
**[estatementinquiry@hmcmgt.com](mailto:estatementinquiry@hmcmgt.com)**

**Switch to receiving your eStatements today!**