

***Hawaiian Paradise Park Owners' Association
Approved HPPOA General Membership Meeting Minutes
Sunday February 22, 2026***

1. Call To Order

Call to order by Jon Loehndorf District 9 at 3:05pm

2. Determine if Quorum has been met

Quorum verified by Karin Hoffman District 5

3. Introduction of Board of Directors

Jon Loehndorf District 9, Karin Hoffman District 5, Molly Suarez District 4 and Jeanette Baysa District 2.

4. Approve February 22, 2026, Membership Agenda

Julie Rice with move agenda items 8 thru 13 down past Owner Input/Questions.
Karin Hoffman with motion to require a vote for the move. Jennifer Meyers with second.

Call for counters, Lanell Lua and Keith Redman.

Do we move agenda items 8 thru 13 down past Owner Input/Questions on agenda.

Yes - 33, No - 10, Ab - 0

Motion passes

Keith Redman with motion to accept the February 22, 2026 HPPOA General Membership Meeting Agenda as amended. Jennifer Meyers with second.

Yes - 47, No - 1, Ab - 0

Motion passes

5. Vote to Appoint/Approve Membership Meeting Chair(s)

Julie Rice with nomination of Lanell Lua as Membership Meeting Chair. Patti Szot with second of nomination.

Jennifer Meyers with nomination of Keith Redman as Membership Meeting Chair.

Teresa Bayne with second of nomination.

Vote counting: Lanell Lua - 32, Keith Redman - 12

Lanell Lua Membership meeting Chair

Lanell Lua - Chair, invites Keith Redman to co-chair meeting.

**6. Invite participants to Record and Live Stream Meeting
(transparency is key)**

7. Approval of June 29th and December 14th 2025, Membership Meeting Minutes

Patti Szot with details of corrections for the meeting minutes

Jon Loehndorf District 9 with motion to accept the June 29th, 2025 meeting minutes as amended. Jennifer Meyers with second.

Section 7, clarification to Rules

Section 6 clarify recording and recordkeeping

Sandee Maeda with second.

Yes - 43, No - 9, Ab - 4

Motion passes

Membership discussion

Patti Szot with motion to look at Article 11 - Assessments Section 2 - Road

Maintenance Assessments. Julie Rice with second.

Yes - 29, No - 16, Ab - 8

Motion passes

Membership discussion

Julie Rice with a motion to have the Bylaws Committee review and reconcile and look at changes the Board has made and check they are valid without the membership consent. Sandee Maeda with second.

Yes - 43, No - 12, Ab - 1

Motion passes

Elena Sumtsova with motion to have the Bylaws Committee to review and potentially amend Article 13 Section 2 Restricted Driveway policy. Charles Suarez with second.

Yes - 32, No - 25, Ab - 5

Motion passes

Discussion amongst membership

Julie Rice with motion to have the Bylaws Committee review proxy representation, Article 6 Section 4. Patti Szot with second.

Yes - 32, No - 22, Ab - 0

Motion passes

Continued discussion amongst membership

Patti Szot with new names of members who would like to sign up for the Bylaws Committee, Lanell Lua, Trudie Andrew, Susie Hawkes, Kealoha Tam and Mae Merin. Lanell Lua with second.

Yes - 49, No - 0, Ab - 2

Motion passes

d). Finance Committee

Karin Hoffman District 5, chair with update no submission

e). Nominating Committee

Debbie Skaggs, Chair with presentation to the membership

9. Community Resource Report by Judi Houle

Judi Houle, Chair of Non-profit with introduction, details of the last month's events and upcoming events. Her email nwhppjudi@gmail.com

10. Old Business

***a). HPP Property Owners for Sustainable Development -
Presentation and Mission Statement by Judi Houle and Mary***

Judi Houle, Chair with introduction, definition and details of the committee.

Judi Houle with presentation of the Resolution to Establish the Hawaiian Paradise Park Property Owners for Sustainable Development.

Checking quorum

Jon Loehndorf District 9 with motion to establish the membership committee called HPP Property Owners for Sustainable Development. Lanell Lua with second
Yes - 49, No - 2, Ab - 1

Motion passes

11. *New Business*

a). Discussion on using Herbicide/Pesticide

Julie Rice with presentation and submission of a Resolution of HPPOA Owners , Cease and Desist Broadscale Application of Herbicides in Hawaiian Paradise Park. Trudie Andrew second.

Yes - 39, No - 6, Ab - 5

Motion passes

Julie Rice with motion to formally elect the Health and Safety Committee of the Membership, Spencer Willis, Patricia Szot, Christine Harker, Susie Hawkes, Kealoha Tam, Johnny Proctor, Trudie Andrew and Julie Rice. Trudie Andrew second.

Yes - 37, No - 0, Ab - 9

Motion passes

c). Discussion concerning forensic analysis of

Checking Quorum

Anela Kepa with presentation and submission of the Resolution of the Membership of Hawaiian Paradise Park Owners Association, Resume Independent Forensic Analysis and Establish Clear Financial Procedures.

Julie Rice with second.

Yes - 38, No - 5, Ab - 3

Motion passes

Further membership discussion

12. *Owners Input/Questions: (No written Input/Questions are needed, but please limit to 3 minutes -see handout)*

-Pattie Szot, no submission

-Lanell Lua, no submission

Check Quorum

-Kathy Hollingsworth-read and submitted statement.

-Danae Marin, no submission

Quorum lost at 7:00pm

***Approved HPPOA General Membership Meeting Motions Log
Sunday February 22, 2025***

Julie Rice with move agenda items 8 thru 13 down past Owner Input/Questions.
Karin Hoffman with motion to require a vote for the move. Jennifer Meyers with second.

Do we move agenda items 8 thru 13 down past Owner Input/Questions on agenda.

Yes - 33, No - 10, Ab - 0

Motion passes

Keith Redman with motion to accept the February 22, 2026 HPPOA General Membership Meeting Agenda as amended. Jennifer Meyers with second.

Yes - 47, No - 1, Ab - 0

Motion passes

Julie Rice with nomination of Lanell Lua as Membership Meeting Chair. Patti Szot with second of nomination.

Jennifer Meyers with nomination of Keith Redman as Membership Meeting Chair. Teresa Bayne with second of nomination.

Vote counting: Lanell Lua - 32, Keith Redman - 12

Lanell Lua Membership meeting Chair

Lanell Lua - Chair, invites Keith Redman to co-chair meeting.

Jon Loehndorf District 9 with motion to accept the June 29th, 2025 meeting minutes as amended. Jennifer Meyers with second.

Yes - 46, No - 1, Ab - 0

Motion passes

Jon Loehndorf District 9 with motion to approve the December 14th, 2025 minutes as amended. Jennifer Meyers with second

Yes - 54, No - 1, Ab - 0

Motion passes

Julie Rice with a motion to suspend the rules to move item 11. b) Discussion concerning culturally significant findings identified on 16th Ave. to get the discussion out of the way, up to the next item on the agenda. Trudy Andrew with second.

Yes - 36, No - 11, Ab - 4

Motion passes

Anela Kepa with reading and presentation of Resolution, Cease and Desist of Stewardship Agreement Between HPPOA Board of Directors and Keoni Alvarez.

Patti Szot with second.

Vote on resolution, Cease and Desist of Stewardship Agreement Between HPPOA Board of Directors and Keoni Alvarez. Presented and read by Anela Kepa.

Yes - 38, No - 11, Ab - 7

Motion passes

Patti Szot with a motion to have the Bylaws Committee move forward and also look at Article 10 Committees, changes to section 1 intro, b 1,2 and 3 to clarify the Bylaws, Finance and Nominating Committee, which are all members committees. Section 2 b to clarify further membership committee.

Section 5 (all of it) to clarify removal of committee members or chair.

Section 7, clarification to Rules

Section 6 clarify recording and recordkeeping

Sandee Maeda with second.

Yes - 43, No - 9, Ab - 4

Motion passes

Patti Szot with motion to look at Article 11 - Assessments Section 2 - Road Maintenance Assessments. Julie Rice with second.

Yes - 29, No - 16, Ab - 8

Motion passes

Julie Rice with a motion to have the Bylaws Committee review and reconcile and look at changes the Board has made and check they are valid without the membership consent. Sandee Maeda with second.

Yes - 43, No - 12, Ab - 1

Motion passes

Elena Sumtsova with motion to have the Bylaws Committee to review and potentially amend Article 13 Section 2 Restricted Driveway policy. Charles Suarez with second.

Yes - 32, No - 25, Ab - 5

Motion passes

Julie Rice with motion to have the Bylaws Committee review proxy representation, Article 6 Section 4. Patti Szot with second.

Yes - 32, No - 22, Ab - 0

Motion passes

Patti Szot with new names of members who would like to sign up for the Bylaws Committee, Lanell Lua, Trudie Andrew, Susie Hawkes, Kealoha Tam and Mae Merin. Lanell Lua with second.

Yes - 49, No - 0, Ab - 2

Motion passes

Jon Loehndorf District 9 with motion to establish the membership committee called HPP Property Owners for Sustainable Development. Lanell Lua with second

Yes - 49, No - 2, Ab - 1

Motion passes

Julie Rice with presentation and submission of a Resolution of HPPOA Owners , Cease and Desist Broadscale Application of Herbicides in Hawaiian Paradise Park. Trudie Andrew second.

Yes - 39, No - 6, Ab - 5

Motion passes

Julie Rice with motion to formally elect the Health and Safety Committee of the Membership, Spencer Willis, Patricia Szot, Christine Harker, Susie Hawkes, Kealoha Tam, Johnny Proctor, Trudie Andrew and Julie Rice. Trudie Andrew second.

Yes - 37, No - 0, Ab - 9

Motion passes

Anela Kepa with presentation and submission of the Resolution of the Membership of Hawaiian Paradise Park Owners Association, Resume Independent Forensic Analysis and Establish Clear Financial Procedures.

Julie Rice with second.

Yes - 38, No - 5, Ab - 3

Motion passes

I, Nichol Nishiyama, undersigned as an independent neutral third-party, present this report as a summary of these events to the best of my ability.

Nichol Nishiyama, Recording Secretary

A handwritten signature in black ink, appearing to read 'Nichol Nishiyama', written in a cursive style.

Date:

Aug. 19, 26

Upon acceptance,

HPPOA Board Secretary

A handwritten signature in blue ink, appearing to read 'Hizibin', written in a cursive style.

Date:

8/24/26

**Resolution by HPPOA Owner Anela Kepa
Cease and Desist of Stewardship Agreement Between HPPOA Board of Directors
and Keoni Alvarez**

WHEREAS,

The protection and respectful treatment of iwi kūpuna (ancestral remains) is governed under Hawai'i Revised Statutes (HRS) Chapter 6E and Hawai'i Administrative Rules (HAR) Title 13, Chapter 300; and

WHEREAS,

HRS §6E-11 prohibits any person from knowingly excavating, removing, injuring, or otherwise altering any burial site or historic property without prior approval of the State Historic Preservation Division (SHPD), and violations are subject to civil fines of up to \$10,000 per violation per day and misdemeanor criminal charges; and

WHEREAS,

HRS §6E-43 requires that Burial Treatment Plans (BTPs) for burial sites be reviewed and approved by the appropriate Island Burial Council—in this case, the Hawai'i Island Burial Council (HIBC); and

WHEREAS,

HAR §13-300-34 requires that Burial Treatment Plans be developed in consultation with recognized descendants and submitted for approval to the Burial Council, with preservation in place as the preferred treatment under HAR §13-300-36; and

WHEREAS,

The Stewardship Agreement between the HPPOA Board of Directors and Keoni Alvarez does not constitute a valid Burial Treatment Plan under law and fails to meet the requirements of HRS Chapter 6E and HAR Title 13, Chapter 300; and

WHEREAS,

Proceeding with work on iwi kūpuna without a Burial Treatment Plan approved by the Hawai'i Island Burial Council exposes the HPPOA Board of Directors and the Association to civil fines, criminal penalties, and potential personal liability under HRS §6E-11;

NOW, THEREFORE, BE IT RESOLVED,

That I, Anela Kepa and the Membership of Hawaiian Paradise Park Owners Association (HPPOA), hereby declare that the HPPOA Board of Directors or their assigns shall:

1. **Cease and desist** from any continued work related to the Stewardship Agreement

with Keoni Alvarez until full compliance with HRS Chapter 6E and HAR Chapter 13-300 is achieved. 2. 3. 4. 5. 6. **Submit a Burial Treatment Plan (BTP)**, prepared in consultation with recognized lineal and/or cultural descendants, to the Hawai'i Island Burial Council for review and approval in accordance with HAR §13-300-34.

Suspend any physical, administrative, or contractual activity related to the site until the Burial Treatment Plan has been formally approved by the Hawai'i Island Burial Council, as required under HRS §6E-43.6(a)–(d).

Modify any existing plan to incorporate the input and recommendations of recognized lineal and/or cultural descendants, pursuant to HAR §13-300-33 and §13-300-37.

Acknowledge liability: Any further disturbance of iwi kūpuna without lawful Burial Council approval may result in civil fines of up to \$10,000 per day per violation and misdemeanor charges under HRS §6E-11, for which HPPOA and its directors may be held individually accountable.

Move the mailbox park with all mailboxes situated at 15-1570 Maku'u, Kea'au, as well as the proposed water well, to a neutral site for the protection of the iwi kūpuna from desecration and/or destruction, as well as to eliminate future legal issues.

BE IT FURTHER RESOLVED,

That a certified copy of this Resolution shall be transmitted to the State Historic Preservation Division (SHPD) and to the Hawai'i Island Burial Council (HIBC) for entry into the state record and for enforcement of compliance with HRS Chapter 6E and HAR Chapter 13-300.

Adopted by the HPPOA General Membership on this ____ day of _____, 2026.

Anela Kepa

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BE IT FURTHER RESOLVED,

That a certified copy of this Resolution shall be transmitted to the State Historic Preservation Division (SHPD) and to the Hawai'i Island Burial Council (HIBC) for entry into the state record and for enforcement of compliance with HRS Chapter 6E and HAR Chapter 13-300.

Adopted by the HPPOA General Membership on this 22 day of Feb, 2026.



Anela Kepa

Feb 22, 2026 General Membership Meeting

Aloha HPPOA Association Members,

Below are portions of the bylaws that has been amended by the Bylaws Committee. **Bold, underlined** words are added to the original statement. Word's that are ~~strike through~~ will be removed. Everything else is original text. Pro and con portions indicate reason to vote for or against the changes indicated. At the Board of Directors meeting on Feb 18, 2026, the Board approved issues 2 and 3 (Yes – 3, No – 2, motion carries); those two issues can now move forward for legal review.

Issue 1) Article XII, Section 3 (d) Delinquent Accounts:

A delinquency notice shall be sent to a lot owner who is delinquent 60 days after Annual Road Maintenance fees are due. The delinquency notice shall show the delinquent amount, due date(s) upon receipt, and interest (not to exceed 10% per annum) due as of the notice date. The Association shall use every reasonable and customary effort to collect delinquent accounts as per Article XI. Subject to member preference, the Association shall send follow up notices by E-mail (when HPPOA has the ability) or other written correspondence. Any Consent shall be revocable by member request made either in person at the HPPOA office, by written notice or notice by electronic transmission to HPPOA. It is the responsibility of all lot owners to keep their mailing address current with the Association.

For any lot owner delinquent for the first time, the Association shall mail notices of any delinquency to the delinquency notice by Certified mail, with return receipt request, to the address shown in HPPOA's current record of owners. This procedure will go into effect the year after the amendment has been approved by the membership (Article XVI).

PRO	CON
• Addition of a certified delinquent notice to FIRST time offenders will indicate to the lot owner(s) the gravity of the bill and to promptly pay the bill by the due date. • Does not add a financial burden upon the Association, the cost of the certified letter to first time offenders is easily recovered by the delinquent fees collected in that same year (in 2025 delinquent fees were ~ 40 times more than the cost). • At the present time the Association does not have the ability to send out notices of any kind by email (in bulk); therefore, a provision was added when the Association chooses to use email. • It is the members choice to have notices sent to them by mail or email, and a statement was added to indicate the process members can take to change their preference, as described in 414D-15. • Eliminates liability of the Association in the event of a legal challenge and protects lot owner(s).	• The Board of Directors feel the current Reminder process is sufficient and certified letters cost is not justified. • Certified mail for a delinquent notice is not required by law. • First year financial cost will be higher than subsequent years. • There may be a need for additional training and/or staff to the Association to be able to tract individuals efficiently.

Issue 2) Article XII, Section 3 (I) Communications to Members

The Association shall provide members with required notices, news of Association business and matters of community interest. Members shall be provided an option to receive these communications electronically (when HPPOA has the ability) **or by mail; with the exception of including the Annual Billing Payment Notice. The Annual Billing Notice which shall be mailed shall include provisions for an embedded secure electronic payment to HPPOA (when HPPOA has the ability). Annual Billing Notice shall also include information for other methods of payment and consequence to lot owner(s) if the current Annual Bill is not paid (interest, fees, lien charges and inability to vote in certain affairs of the Association). "Electronic transmission (i.e., emails, payment, notices, etc.)" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such recipient through an automated process.**

PRO - At the present time the Association does not have the ability to send out notices of any kind by email (in bulk); therefore, a provision was added to accommodate when the Association chooses to use email. - It is the members choice to have notices sent to them by mail or email, and a statement was added to indicate the process members can take to change their preference, as described in 414D-15. - Annual bill shall include information concerning other means of paying the bill and consequence of not paying the Annual Bill. - The changes were written to be proactive for when online billing and payment is available.	CON There may be a need for additional training and/or staff to the Association to be able to tract individuals efficiently.
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issue 3) Article XII, Section 3 (I) subsection 2. Fiscal Statement

Within 60 days of the fiscal year end, the Association shall prepare and mail or (when HPPOA has the ability) email (based upon member preference) annually to each member a statement containing:

- a. Decisions impacting the Association legally or financially
- b. The President's Statement on the state of the Association.
- c. The Treasurer's Annual Report, which shall include the Association's fiscal year-end financial statement (unaudited) and 3 -year capital improvement plan.
- d. Board and member meeting dates and other items as may be required by these bylaws.

Any consent shall be revocable by the member by written notice, notice by electronic transmission or in person at the HPPOA office.

PRO As for the previous bylaws amendments, statements have been included to address when the Association has the ability to email notices to lot owner(s) and how lot owner(s) can change their preference.	CON There may be a need for additional training and/or staff to the Association to be able to tract individuals efficiently
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For any lot owner delinquent for the first time, the Association shall mail notices of any delinquency to the delinquency notice by Certified mail, with return receipt request, to the address shown in HPPOA's current record of owners. This procedure will go into effect the year after the amendment has been approved by the membership (Article XVI).

PRO	CON
• Addition of a certified delinquent notice to FIRST time offenders will indicate to the lot owner(s) the gravity of the bill and to promptly pay the bill by the due date. • Does not add a financial burden upon the Association, the cost of the certified letter to first time offenders is easily recovered by the delinquent fees collected in that same year (in 2025 delinquent fees were ~ 40 times more than the cost). • At the present time the Association does not have the ability to send out notices of any kind by email (in bulk); therefore, a provision was added when the Association chooses to use email. • It is the members choice to have notices sent to them by mail or email, and a statement was added to indicate the process members can take to change their preference, as described in 414D-15. • Eliminates liability of the Association in the event of a legal challenge and protects lot owner(s).	• The Board of Directors feel the current Reminder process is sufficient and certified letters cost is not justified. • Certified mail for a delinquent notice is not required by law. • First year financial cost will be higher than subsequent years. • There may be a need for additional training and/or staff to the Association to be able to tract individuals efficiently.

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PRO - At the present time the Association does not have the ability to send out notices of any kind by email (in bulk); therefore, a provision was added to accommodate when the Association chooses to use email. - It is the members choice to have notices sent to them by mail or email, and a statement was added to indicate the process members can take to change their preference, as described in 414D-16. - Annual bill shall include information concerning other means of paying the bill and consequence of not paying the Annual Bill. - The changes were written to be proactive for when online billing and payment is available.	CON There may be a need for additional training and/or staff to the Association to be able to tract individuals efficiently.
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Within 60 days of the fiscal year end, the Association shall prepare and mail or (when HPPOA has the ability) email (based upon member preference) annually to each member a statement containing:

- a. Decisions impacting the Association legally or financially
- b. The President's Statement on the state of the Association.
- c. The Treasurer's Annual Report, which shall include the Association's fiscal year-end financial statement (unaudited) and 3 -year capital improvement plan.
- d. Board and member meeting dates and other items as may be required by these bylaws.

Any consent shall be revocable by the member by written notice, notice by electronic transmission or in person at the HPPOA office.

PRO As for the previous bylaws amendments, statements have been included to address when the Association has the ability to email notices to lot owner(s) and how lot owner(s) can change their preference.	CON There may be a need for additional training and/or staff to the Association to be able to tract individuals efficiently
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Aloha Community members of HPP,

For those who do not know me, my name is Patti Szot, and I am the chair of the Bylaws committee. I hope everyone received a copy of the issues we will discuss today. I also want to extend an invitation to any member who would like to join the Bylaws committee. We do meet twice a month, at the present time it is on the 2nd and 4th Wednesday of every month from 4-6pm, but that may change in March.

First, I want to make sure everyone understands the process of amending the bylaws.

Step 1. A member at a General Membership meeting indicates they want some portion of the bylaws to be reviewed by the Bylaws committee. It can be broad or very specific. At the June 2025 GMM, a member requested 3 specific reviews in Article 12.

Step 2. The Bylaws committee reviews the areas of the bylaws to be amended and we discuss it in detail. We address any laws that are applicable to any changes. The committee votes on the changes made.

Step 3. The Bylaws are quite clear that the membership needs to see (not vote) on the approved changes **the committee has** made, that is what is being done today.

Step 4. The Board also needs to approve the word changes we have made, but the bylaws aren't clear exactly when in this process it should be done. We did bring the 3 issue changes to the **Board** this past Wednesday night (Feb 18, 2026) and they approved only 2 of the 3 changes we made.

Step 5. Have the HPPOA lawyers review issues for legality. This has not yet been done.

Step 6. Once the lawyers have approved the verbiage and content, we can move to preparing a ballot to mail out to members of the association. If the lawyers make significant changes, we have to bring them back to you, the membership, for review.

So, please look at the handout that was given to you and I will give you a few minutes to look it over and then I will read just the amended issues. You can review the pro and con to each issue on your own.

Read all 3 issues.

The Board on Wednesday approved issue 2: Communication to members and issue 3: Fiscal Statement as it is presented to you.

Does anyone have any questions? Therefore, issue 2 and 3 will proceed to the lawyers for legal approval so we proceed from there. There is no voting here, that is done by a ballot down the road and I will review that portion of the process when we are at that point.

I would like to now talk with you about requests members may have to amend other portions of the bylaws. The Bylaws committee has a list of portions of the bylaws they would like reviewed. I will present ours, the reasons why, and then you the members here need to vote on them.

Article 10- Committees

Section 1 Into, (b) 1, 2, and 3 to clarify the Bylaws, Finance and Nominating committee, which are all members committee.

Section 2 b to clarify further membership committee.

Section 5 (all of it)- to clarify Removal of committee member or chair.

Section 7- clarification to Rules

Section 6 clarifying Reporting and recordkeeping.

Article 11 – Assessments

Section 2 – Road Maintenance Assessments

Article 8- Board of Directors

Section 9- (n) to do with assessments and (r) accounting

Section10- Meeting of the Board

(b) Regular meeting- needs clarification

Vote on each article change—

Are there any members with a request for bylaws changes?

I want to thank each and every one of you for staying and listening to what I have to say.

Aloha

Elena Sventsova

Motion: asking the Bylaws Committee to review Article XIII, Section 2, Restricted Driveway Policy to ensure it is consistent with our governing documents and properly adopted authority.

HPPOA Treasurer's Report

February 18, 2026

Bank Balances as of the end of January 2026:

TOTAL Checking, Savings, Investments and Bond Reserve: \$6,225,334.77

TOTAL Accounts Receivables: \$6,939,091.37

This account balance represents unpaid road maintenance fees, lien fees, finance charges, legal fees, collection expenses and bounced check charges as well as a few transfer fees that have been billed but not paid. The Accounts Receivable balance at 1/2025 was \$6,709,014.98. The annual billing for this year was \$3,807,990. As of January 2026, we had a total of 886 owners paid in full or 10 %. We collected \$239,501.33 in fees in January.

Allowance for Doubtful Accounts balance is: \$430,224.75. (This is a contra-asset account required by Generally Accepted Accounting Principles (GAAP) that records the estimated dollar amount of receivables which may not be collectible.)

There were approximately 40 property transfers during the month of January.

Statement Regarding Unaudited Financial Information

The unaudited financial information set forth above is preliminary and subject to adjustments and modifications. The audited financial statements and related notes are to be included in our annual report for the year ending June 30th, 2025. Adjustments and modifications to the financial statements may be identified during the course of the audit work, which could result in significant differences from this preliminary unaudited financial information.

Resolution to Establish the Hawaiian Paradise Park Property Owners for Sustainable Development

Whereas, the members of the Hawaiian Paradise Park community recognize the importance of preserving and protecting the unique character, natural resources, and agricultural integrity of Hawaiian Paradise Park (HPP); and

Whereas, the area is zoned A-1a Agricultural, and responsible, sustainable development is essential to maintaining the health, safety, and long-term well-being of HPP residents; and

Whereas, the community desires an organized body to represent property owners' interests, promote education, and ensure development aligns with established zoning laws and community values;

Therefore, be it resolved, that the entity known as Hawaiian Paradise Park Property Owners for Sustainable Development is hereby established to carry out the following mission and objectives:

Mission Statement

To preserve and protect the unique character of Hawaiian Paradise Park while supporting thoughtful, sustainable growth that aligns with the area's A-1a agricultural zoning and the long-term well-being of our community.

Objectives

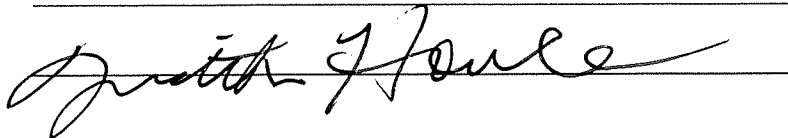
1. **Engage the Community:** Conduct surveys to gather input from HPP property owners about current and future development priorities.
2. **Educate and Empower:** Host town halls and community meetings to share information, address concerns, and work collaboratively on zoning challenges.
3. **Protect Agricultural Integrity:** Monitor, document, and report A-1a zoning and permitting violations, including unpermitted multiple dwellings.
4. **Advocate for Responsible Development:** Participate in Puna Community Development Plan (PCDP) and Hawai'i County Council meetings to represent HPP's interests.
5. **Plan for the Future:** Participate in a comprehensive **HPP Master Plan** to guide sustainable development consistent with agricultural zoning and community values.

Be it further resolved, that this entity shall operate in cooperation with community members, local government, and other organizations committed to the responsible and sustainable growth of Hawaiian Paradise Park.

Adopted this 22 day of February, 2025, by the membership of the Hawaiian Paradise Park Owners Association.

Submitted by:
Kathrine Muhs, Co-Chair

Judith Houle, Co-Chair



Resolution of HPPOA Owners

Cease and Desist Broadscale Application of Herbicides in Hawaiian Paradise Park

WHEREAS,

On December 17, 2025, Hawaiian Paradise Park Owners Association (HPPOA) adopted Policy No. 2.1 Herbicide Use and Owner Opt-out. This policy details how HPPOA may use herbicides throughout the community, and how owners, if they are aware that a sign has been posted, may opt out of application adjacent to their property.

WHEREAS,

Owners have raised substantial concerns regarding the usage, approval process, scope, and communication surrounding recent herbicide application activities within HPPOA-managed areas, and have shared personal stories and those of loved ones whose exposure to glyphosate has resulted in severe illness and death.

WHEREAS,

On more than one occasion, HPPOA has been documented by owners to have ignored or refused to confirm owners' requests to opt out of herbicide application.

WHEREAS,

A landmark study, published in April 2000 by Gary Williams, Robert Kroes and Ian Munro, that concluded glyphosate does not pose a health risk to humans at typical exposure levels was formally retracted by the journal Regulatory Toxicology and Pharmacology in January 2026, citing "serious ethical concerns regarding the independence and accountability of the authors." Prior to this retraction, this was the primary study relied upon by international regulators in deeming Roundup safe for humans.

WHEREAS,

Numerous contemporary peer-reviewed studies have outlined the dangers of glyphosate and glyphosate-based products in proximity to humans and other mammals.*

WHEREAS,

Many alternatives to herbicide use exist, such as routine mowing, weed eating, and other mechanical methods, weed mat, steam or flame weeding, and more.

WHEREAS,

Owners in Increment I of Hawaiian Paradise Park each own a 1/5,750 portion of their roads and easements, calling into question whether HPPOA has the authority to make final decisions regarding these owners' easements.

WHEREAS,

HPPOA has in its budget funds for 10 road maintenance employees and does not have this roster filled as of the date of this resolution. It is a reasonable expectation that a full road crew would have the ability to manage invasive vegetation by mechanical or other organic means with proper timing and oversight.

NOW, THEREFORE, BE IT RESOLVED,

That I, Julie Rice, and the Membership of Hawaiian Paradise Park Owners Association (HPPOA) hereby declare that HPPOA shall:

1. **Immediately Cease and Desist** from all herbicide application along Association roadways, easements, and common areas.
2. **Exception** shall be made for the targeted application of Milestone to trees ONLY by way of the injection or incision point method as outlined by BIISC, provided that each targeted tree has been identified as a danger to persons or property and cannot reasonably be managed by other non-chemical means.
3. **Rescind** Policy No. 2.1 Herbicide Use and Owner Opt-out.
4. **Prior to resumption of herbicide use, elect a Health and Safety Committee of the Membership** charged with developing a set of internal rules and regulations that must be followed when herbicides or any other potential threat to the health or safety of the community at large is under consideration by HPPOA. These rules and regulations shall be adopted into Association policy, and/or added to the Bylaws, following an affirmative vote of the membership per HPPOA Bylaws Article XIV (b).

BE IT FURTHER RESOLVED,

That this resolution be entered into the official record of the Association.

Adopted by the HPPOA General Membership on this 22 day of FEBRUARY, 2026.



Julie Rice

*Referenced Studies:

Peillex and Pelletier (2020) reported evidence of biological and immunological effects associated with glyphosate and glyphosate-based herbicides, noting impacts on immune function and the lack of international scientific consensus regarding safety thresholds (Journal of Immunotoxicology, 17(1):163–174)

Zhang et al. (2019) reported an association between exposure to glyphosate-based herbicides and an increased risk of non-Hodgkin lymphoma among higher-exposure populations, while acknowledging variability across studies and ongoing scientific debate (Mutation Research/Reviews in Mutation Research, 781:186–206)

Muñoz et al. (2023) reported widespread occurrence of glyphosate residues in environmental media and increasing detection in human biofluids, indicating measurable exposure in both general and occupationally exposed populations (Environmental Research, 231:116201)

Madani and Carpenter (2022) summarized reported effects of glyphosate and glyphosate-based herbicides on the mammalian nervous system, including evidence of neurological impacts and proposed mechanisms such as oxidative stress and mitochondrial dysfunction (Environmental Research, 214:113933)

Rana et al. (2023) reported mechanistic evidence supporting biological plausibility for carcinogenic pathways associated with glyphosate and its formulations, including pathways relevant to lymphomagenesis (Chemosphere, 339:139572)

Araújo-Ramos et al. (2021) emphasized that formulated GBHs may produce different and potentially greater endocrine/reproductive effects than technical-grade glyphosate alone, highlighting the importance of evaluating formulated products used in communities (Frontiers in Endocrinology, 12:627210)

Resolution of the Members of Hawaiian Paradise Park Owners Association

Resume Independent Forensic Analysis and Establish Clear Financial Procedures

WHEREAS, The Membership of Hawaiian Paradise Park Owners Association (HPPOA) has affirmatively voted twice in recent history for a forensic analysis of the Association's financials to be conducted. The first analysis was voted for at the General Membership Meeting in October of 2017. No further action was taken until the board voted in favor to proceed in October 2018. Despite the two affirmative votes by the two bodies, an auditor was not contracted to begin work.

In February of 2022, after a period of upheaval where the Association was lacking in employees, board members, and therefore general oversight, the Membership once again voted (47-9, with 3 abstentions) in favor of the analysis being performed; and

WHEREAS, Dirk Von Guenther, in a contract dated August 22, 2022, was hired to perform a forensic analysis of the 40 months spanning from 7/1/2019-12/31/2022. The auditor was only able to complete the first phase of gathering data for his work before the analysis was cancelled at the June 2023 General Membership Meeting. A balance of approximately \$7,000.00 for work already completed remains unpaid by HPPOA as of the date of this resolution; and

WHEREAS, in lieu of the independent auditor finishing the analysis, the Board President later stated that she had reviewed the (approximately 6,500) financial transactions on her own and that no irregularities were found. Members were not provided with clear documentation explaining what was reviewed, how it was reviewed, or what standards were used; and

WHEREAS, many members still have unanswered questions about how Association funds are spent, whether different funds are kept properly separated, and whether required financial records exist; and

WHEREAS, the Association currently does not have clear, written financial procedures explaining how financial transactions are approved, documented, tracked, and reviewed, which creates confusion and risk when board members, staff, or contractors change;

NOW, THEREFORE, BE IT RESOLVED, that the membership directs the Association to resume the independent forensic financial analysis that was started in 2022, beginning exactly where it was stopped, and extend the time period covered to 7/1/2019 through 6/30/2025; and

BE IT FURTHER RESOLVED, that the Association shall seek to re-engage Dirk von Guenther, the original independent forensic accountant, if he is willing and available, or another qualified independent forensic accountant if he is not; and

BE IT FURTHER RESOLVED, that the Association shall recognize, document, and pay for professional services already performed and still unpaid from the prior forensic accounting engagement (approximately \$7,000); and

BE IT FURTHER RESOLVED, that prior to or as part of the initial phase of the forensic financial analysis, the independent forensic accountant may oversee and guide Association office staff in gathering, organizing, and documenting existing financial records and vouchers, including identifying which records exist, which are incomplete, and which are missing, in order to determine the most efficient and cost-effective scope of further analysis; and

BE IT FURTHER RESOLVED, that this preliminary documentation process is intended to reduce professional fees, improve organization of records, and ensure that forensic analysis resources are used efficiently and responsibly; and

BE IT FURTHER RESOLVED, that the resumed forensic analysis shall be completed in clear phases, with spending not to exceed \$25,000 per phase, and that members shall be informed of progress and findings as each phase is completed; and

BE IT FURTHER RESOLVED, that the forensic accountant shall be given full access to all financial records, including bank statements, expense vouchers, invoices, contracts, credit card statements, and any other records needed to complete the review, without interference from the Board, officers, or staff; and

BE IT FURTHER RESOLVED, the forensic accountant shall assist in creating simple, written financial procedures for the Association, including:

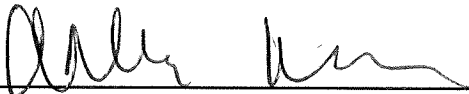
- How financial records are to be organized, documented, stored and retained
- How different funds must be kept separate in accordance with HPPOA bylaws, Article 8 Section 9 (j)
- Clear separation of financial responsibilities, as already required by the Association's bylaws and consistent with Generally Accepted Accounting Principles (GAAP), so that no single individual controls approval, payment, and record-keeping for the same transactions.
- How regular financial reports are shared with members and how inquiries from owners regarding finances are documented and addressed; and

BE IT FURTHER RESOLVED, that these written procedures shall be formally adopted by the Association and used by all future Treasurers, General Managers, and anyone else who handles Association money, so future audits are easier and more transparent; and

BE IT FURTHER RESOLVED, that the results of the forensic analysis and the new financial procedures shall be made available to the membership.

BE IT FINALLY RESOLVED, that this resolution is adopted to restore trust, improve transparency, and protect the long-term financial health of the Association.

Adopted by the HPPOA General Membership on this 22 day of Feb., 2026.



Anela Kepa

DIRK von GUENTHNER & ASSOCIATES
3008 KAUMANA DRIVE
HILO, HAWAII 96720
(808) 343-1400

May 12, 2023

ANALYSIS OF HPPOA DEADLOCK
WITH DIRK VON GUENTHNER

EXHIBIT # DESCRIPTION

Page 1 of 11

1. 08/17/22 EMAIL TO KARI - THIS EMAIL HAD A DRAFT OF A CONTRACT SENT TO KARI
 - a. THE CONTRACT IS DATED THE DATE OF THE EMAIL, 08/17/22.
 - b. PLEASE KEEP IN MIND THAT I WORK BY THE HOUR AND THE BUDGETS ARE MADE TO KEEP THE CLIENT IN CHARGE OF THE BUDGET.
 - c. THIS AGREEMENT IN THE RETAINER SECTION SAYS - "WE REQUEST A RETAINER IN THE AMOUNT OF \$25,000. SHOULD THE MATTER BE RESOLVED FOR LESS THAN THE RETAINER, THE DIFFERENCE WILL BE REFUNDED TO YOU. SHOULD IT APPEAR THAT THE RETAINER AMOUNT OF \$25,000 IS INSUFFICIENT TO COMPLETE THE ENGAGEMENT, THE BOARD OF DIRECTORS WILL MEET WITH DIRK VON GUENTHNER TO DETERMINE AND APPROVE THE ADDITIONAL ESTIMATED COSTS, AS NECESSARY."
 - d. NOTE THAT WHEN I START AN ENGAGEMENT SUCH AS THIS, IT IS ALMOST IMPOSSIBLE TO PREDICT HOW MUCH THE TOTAL COST WILL BE.
2. 08/17/22 EMAIL FROM KARI
 - a. ASKING ME TO REVISE THE START DATE TO 7/1/2019 AND RESEND FOR HER SIGNATURE
 - b. KARI ASKED FOR THE INVOICE FOR THE RETAINER
3. 08/18/22 EMAIL TO KARI - THIS EMAIL HAD AN INVOICE FOR THE RETAINER AND A REVISED COPY OF THE CONTRACT.
 - a. THE MEMO IDENTIFIES PLANS TO GET DOCUMENTS, COORDINATE WITH THE OUTSIDE AUDITORS AND TO ARRANGE A MEETING AT THE BUSINESS OFFICE.
 - b. THE EMAIL HAS A COPY OF THE INVOICE DATED 08/17/22 FOR THE \$5,000 RETAINER.

- c. BEFORE DRAFTING THE ATTACHED CONTRACT, I HAD A PHONE CONVERSATION WITH KARI TO MODIFY THE CONTRACT. THIS IS WHEN WE DISCUSSED THAT THE COST WOULD NOT BE \$200,000 AS SOME HAD PREDICTED. KARI SUGGESTED \$50,000 AND I TOLD HER WE CAN START WITH \$25,000 AND THEN HAVE THE BOARD AGREE TO THE NEXT \$25,000 INCREMENT.
 - d. IN THE COMPENSATION SECTION OF THE CONTRACT IT STATED, "WE ESTIMATE THAT THE TOTAL COST WILL NOT EXCEED \$25,000. IF IT APPEARS THT THE TOTAL COST WILL EXCEED \$25,000, IT WILL BE NECESSARY FOR THE BOARD OF DIRECTORS TO APPROVE THE INCREASE."
 - e. THE RETAINER AMOUNT REDUCED FROM \$25,000 TO \$5,000.
- 4. 08/17/22 INVOICE - BILLING #1 FOR THE \$5,000 RETAINER.
 - 5. 08/23/22 EMAIL TO KARI ASKING HER WHEN THE INFORMATION WILL BE READY TO PICK UP.
 - 6. 08/24/22 - HPPOA CHECK 013456 FOR \$5,000 FOR THE RETAINER.
 - 7. 08/27/22 EMAIL TO KARI -
 - a. A REVISED CONTRACT WAS SENT TO KARI THAT HAD CHANGES REGARDING THE ACCESS AND CONTROL OF HPPOA DOCUMENTS.
 - b. I ASKED WHEN WE COULD MEET TO REVIEW DOCUMENTS.
 - c. I TOLD KARI I WOULD SEND HER A LIST OF DOCUMENTS THAT I WANTED COPIED FOR MY RECORDS.
 - 8. 09/25/22 EMAIL TO KARI -
 - a. A REVISED CONTRACT WAS SENT TO KARI FOR HER SIGNATURE.
 - b. I ADVISED HER I HAD GOTTEN THE RETAINER OF \$5000.
 - c. ASKING FOR DOCUMENTS TO PICK UP.
 - 9. 10/17/22 EMAIL TO KARI
 - a. I ASKED HER WHEN I CAN GET MY CONTRACT SO I CAN START MY WORK.
 - 10. 10/24/22 (5:51 AM) EMAIL FROM KARI
 - a. KARI SENDS SIGNED CONTRACT DATED 08/27/22
 - 11. 10/24/22 (6:44 AM) EMAIL TO KARI
 - a. ADVISING THAT I WILL BE AT THE BUSINESS OFFICE AT 9:00 AM WITH KAREN BASHAM, MY PARALEGAL.
 - 12. LIST OF DOCUMENTS REQUESTED FROM THE BUSINESS OFFICE PRESENTED AT THE 9:00 AM MEETING
 - 13. 10/24/22 (3:50 PM) - EMAIL TO KARI

- a. ADVISING THAT KAREN AND I MET WITH THE STAFF AT THE BUSINESS OFFICE.
 - b. ADVISING THAT WE ARE APPLYING A BATES NUMBER TO ALL DOCUMENTS COPIES
- 14. 10/24/22 (7:30 PM) EMAIL FROM KARI
 - a. THANKING ME FOR THE UPDATE
- 15. 10/26/22 EMAIL FROM DIRK TO BUSINESS OFFICE STAFF
 - a. INSTRUCTIONS AND PLANS TO GATHER DOCUMENTS
- 16. 11/30/22 EMAIL FROM MAYELIN TO DIRK
 - a. DON MORRIS TERMINATED TODAY
 - b. 2 BOARD RESIGNATIONS
 - c. JON LOEHNDORF IS ACTING GM
- 17. 12/05/22 EMAIL TO KARI
 - a. CONSIDERING THE RECENT TERMINATIONS I ADVISED THAT THE SCOPE OF MY WORK WOULD END ON 12/31/22.
 - b. AT THAT TIME WE WERE REVIEWING THROUGH 10/31/22.
- 18. 12/07/22 EMAIL TO DIRK FROM KAREN BASHAM RE A LIST OF CONCERNS SHE HAD AT THE BUSINESS OFFICE.
- 19. 12/10/22 (9:18 AM) EMAIL TO KARI
 - a. ASKING FOR INFORMATION ON A MISSING BANK STATEMENT FOR UMPQUA BANK
- 20. 12/10/22 (1:50 PM) EMAIL FROM KARI
 - a. SHE NEVER HEARD OF THAT ACCOUNT AND NONE OF THEM WOULD BE SIGNERS ON THE ACCOUNT.
- 21. 12/10/22 (5:06 PM) EMAIL TO KARI AND KAREN BASHAM
 - a. LOOKING FOR INFORMATION ON THE UMPQUA BANK ACCOUNT
- 22. 12/11/22 EMAIL TO KARI
 - a. ADVISING THAT KAREN WILL BRING ALL THE BANK STATEMENTS TO MY OFFICE
 - b. SUGGEST SHE GET NEW SIGNATURE CARDS FOR THE ACCOUNTS
- 23. 12/12/22 EMAIL TO KARI

- a. SENDING MY HPPOA INDEX TO RECORDS WHICH INCLUDED ALL THE BANK ACCOUNT INFORMATION.
 - b. RECOMMEND GETTING NEW SIGNATURE CARDS.
 - c. OTHER BANKING QUESTIONS
24. 01/05/23 EMAIL TO KARI
- a. **ADVISING KARI THAT THREE EMAILS THAT WERE SENT TO HER WENT UNANSWERED.**
 - b. 12/5/22 RE CHANGE IN SCOPE OF WORK TO 12/31/22
 - c. 12/10/22 - RE MISSING UMPQUA BANK ACCOUNT
 - d. 12/12/22 - RE UNKNOWN BANK ACCOUNT NUMBER WHERE FUNDS WERE TRANSFERRED INTO.
25. 01/10/23 EMAIL FROM KARI
- a. SENDING ME THE AGENDA FOR THE 01/18/23 BOD MEETING
26. 01/18/23 EMAIL FROM KAREN BASHAM TO ME
- a. STILL MISSING BANK INFORMATION
 - b. HAVE TWO UNKNOWN ACCOUNTS
27. 01/18/23 DIRK'S NOTES FOR THE BOD MEETING
- a. WE HAD TO MAKE THE COPIES OURSELVES THIS TOOK AN EXTRA \$3,200 IN COSTS.
 - b. EXPLAINED WHAT WORK HAD BEEN DONE INPUTTING BANK AND CREDIT CARD ACCOUNTS.
 - c. EXPLAINED THE MERGING OF ACCOUNTS TO POST TRANSFERS
 - d. SUBMITTED BILLING #2 FOR \$26,837.43
 - e. SUBMITTED ADDENDUM TO CONTRACT TO RAISE THE \$25,000 TO \$50,000.
 - f. DISCUSSES THE MEETING TO REVIEW THE DOCUMENTS.
 - g. DISCUSSES 2ND MEETING AND THEN THE EXPERT REPORT
 - h. RECOMMENDED BETTER METHOD FOR DIRECTORS TO GET DOCUMENTS FROM THE BUSINESS OFFICE.
 - i. IDENTIFIED BANK ACCOUNTS STILL MISSING
28. 01/18/23 ADDENDUM TO SERVICE CONTRACT DATED 08/17/22

29. 01/18/22 INVOICE TO HPPOA (BILLING #2) FOR \$26,837.43 ADVISING THE RETAINER OF \$5,000 WOULD BE APPLIED TO FINAL BILLING.
- a. PLEASE NOTE ON THE INVOICE, EXCEPT FOR THE MEETING ON 08/17/22 AND TWO EMAILS TO KARI ON 08/18/22 AND 08/23/22 I HAD NO TIME CHARGED UNTIL KARI SENT ME THE CONTRACT ON 10/24/22.
30. 02/12/22 EMAIL TO KARI
- a. ADVISING THAT WE WERE ALMOST READY FOR THE NEXT PHASE OF THE WORK
- b. ADVISING I HAVE NOT BEEN PAID OR HAVE RECEIVED MY AMENDED CONTRACT.
- c.
31. 02/22/23 HPPOA CHECK 013707 TO DIRK FOR \$20,000.00
32. 03/01/23 EMAIL TO KARI
- a. THIS EMAIL FOLLOWED A 03/01/22 TELEPHONE CALL I HAD WITH KARI.
- i. KARI ADVISED THAT THE BOD WERE QUESTIONING MY INITIAL CHARGE OF 5.5 HOURS ON 08/17/22 AND KAREN BASHAM'S CHARGE OF .5 FOR MOUNTAIN VIEW BAKERY PASTRIES FOR THE BUSINESS OFFICE.
- ii. SHE ADVISED THAT THE BOD HAD UNILATERALLY APPROVED ONLY \$5,000 (INSTEAD OF ANOTHER \$25,000) TO COMPLETE THE FIRST PHASE OF THE WORK.
- iii. I ADVISED HER THAT THE CONTRACT INCLUDED PORTAL TO PORTAL CHARGES FOR MY TRAVEL TIME AND SHE WAS UNAWARE OF THAT.
- iv. SHE ADVISED ME THAT IT WAS IMPROPER FOR ME TO INCLUDE ANY TIME FOR THE PREPARATION OF THE CONTRACT. NOTE THE EMAIL ON 08/17/22 IDENTIFIED ME WORKING ON THE CONTRACT THAT DAY.
- v. I EXPLAINED WHY KAREN BASHAM HAD CHARGED THE .5 HOURS FOR THE MOUNTAIN VIEW BAKERY WAS HER WAY OF CHARGING FOR THE COST OF \$20 FOR THE PASTRIES BY INCLUDING A HALF HOUR OF HER TIME WHICH IS ALSO \$20. SHE DID NOT CHARGE FOR TRAVEL TIME.
- b. THIS EMAIL EXPLAINED THE PORTAL TO PORTAL CHARGE.
- c. PLEASE NOTE THAT ON THE AGENDA, I HAD TO SIT THERE WHILE ALL THE COMMITTEES MADE THERE PRESENTATIONS TAKING UP MY PROFESSIONAL TIME.
- d. I ADVISED THAT I HAD RECEIVED THE \$20,000 PAYMENT. (NOTE THAT SINCE MY CONTRACT WAS ONLY \$25,000, THE \$20,000 PAYMENT WAS ALL THAT THE BOD CONSIDERED I SHOULD BE PAID.)
- e. I ADVISED THAT THE BALANCE DUE ON MY BILLING #2 WAS \$6,837.43.

- f. I ASKED HER TO SEND THE ADDENDUM OF THE CONTRACT AND THE BALANCE DUE OF \$6,837.43.
33. 03/01/23 EMAIL TO KARI
- a. SENDING HER ANOTHER COPY OF THE ADDENDUM TO THE CONTRACT.
34. 03/02/23 DIRK'S LETTER TO THE BOARD OF DIRECTORS
- a. THIS 3 PAGE LETTER ADDRESSED TO THE BOD EXPLAINED THE ISSUES BROUGHT BY KARI.
 - b. **I DO NOT KNOW IF KARI FORWARDED THIS EMAIL ON TO THE OTHER DIRECTORS.**
 - c. THE LETTER EXPLAINS THE INCREASE IN THE SCOPE OF THE WORK WITH AN ADDITIONAL 4 MONTHS ENDING ON 10/31/22.
 - d. THE LETTER EXPLAINS THE CONVERSATION KARI AND I HAD ABOUT THE \$200,000 TOTAL BILLING AND HOW IT WENT TO HER SUGGESTING THE \$50,000 AND ME SUGGESTING WE START AT \$25,000.
 - e. THE LETTER EXPLAINS WHY WE HAD TO INCUR OVER \$3,000 IN BILLINGS BECAUSE WE HAD TO MAKE THE COPIES OF THE BANK STATEMENTS AND HAD TO BATES NUMBER EVERYTHING.
 - f. THE LETTER EXPLAINS THAT I HAD TO WAIT A MONTH AFTER SUBMITTING BILLING #2 ONLY TO GET \$20,000.
 - g. THE LETTER ADDRESSED MY 5.5 HOURS BILLED ON 08/17/22.
 - h. THE LETTER EXPLAINS KAREN BASHAM'S MOUNTAIN VIEW BAKERY CHARGE OF HALF AN HOUR.
 - i. THE LETTER ADVISED IN MY NEARLY 50 YEAR CAREER, I HAVE NEVER BEEN QUESTIONED ON MY BILLINGS.
 - j. I ATTACHED BILLING #3 WHICH REFLECTED AN ADDITIONAL AMOUNT OF \$7,086.91 TO THE BALANCE DUE ON BILLING #2 OF \$6,837.43 MAKING THE TOTAL DUE AT \$13,924.34.
 - k. THE LETTER ADVISED THAT I WOULD NOT PARTICIPATE IN DOING WORK WITH ONLY \$5000 ADDED TO THE \$25,000 BILLING LIMIT.
 - l. THE LETTER ADVISED THAT THE 2 ITEMS THEY QUESTIONED ON BILLING #2 WERE RESOLVED.
 - m. THE LETTER ADVISED THAT IF THE BOD WISHED ME TO CONTINUE MY WORK THAT THEY NEEDED TO APPROVE THE ADDITIONAL \$25,000 TO \$50,000.
 - n. THE LETTER ADVISED THAT WE HAD IDENTIFIED 6,560 OF ITEMS THAT WERE READY FOR REVIEW.
 - o. THE LETTER ADVISED THAT IF HPPOA DID NOT PAY ME ANY MORE THAT I WOULD SUFFER A LOSS OF \$8,924.34 IF THE \$5,000 RETAINER IS APPLIED.

- p. THE LETTER REQUESTED A WRITTEN RESPONSE TO THE LETTER - NOTE NONE WAS SENT.
- 35. 03/02/23 BILLING #3 FOR \$13,924.34
- 36. 03/03/23 EMAIL TO KARI
 - a. SENDING HPPOA SPREADSHEETS IN ZIP FILE.
- 37. 03/03/23 EMAIL TO KARI
 - a. SENDING THE HPPOA INDEX TO RECORDS TO BE DISTRIBUTED TO THE BOD. NOTE THE INDEX EXPLAINED THE 57 SPREADSHEETS SENT.
 - b. IT IS UNKNOWN IF KARI DISTRIBUTED THE INDEX TO THE OTHER DIRECTORS.
- 38. 03/06/23 EMAIL TO KARI
 - a. ADVISING KARI THAT I WOULD SEND AN EXPERT REPORT.
- 39. 03/13/23 EMAIL TO KARI
 - a. ADVISING THAT I WAS WORKING ON THE EXPERT REPORT
 - b. REQUEST SHE CANCEL THE REVIEW MEETING SCHEDULED FOR 03/18/23.
- 40. 03/17/23 EMAIL TO KARI
 - a. SENDING THE 03/17/23 EXPERT REPORT
 - b. REQUESTING SHE FORWARD THE REPORT TO THE OTHER DIRECTORS.
 - c. **IT IS UNKNOWN IF KARI DID FORWARD THIS REPORT TO THE OTHER DIRECTORS.**
- 41. 03/17/23 EXPERT REPORT
 - a. 11 PAGES OF REPORT
 - b. PLEASE NOTE THAT THE CONTRACT REQUIRED AN EXPERT REPORT.
 - c. **IT IS UNKNOWN IF KARI DISTRIBUTED THIS REPORT TO THE OTHER DIRECTORS.**
 - d. PLEASE NOTE THAT I DID NOT CHARGE ANY TIME IN THE PREPARATION OF THIS REPORT THAT TOOK SEVERAL HOURS TO DRAFT.
- 42. 03/19/22 EMAIL TO KARI
 - a. SENT THE SPREADSHEETS ON A ZIP DRIVE.
 - b. ASKING KARI TO SEND ALONG THE INDEX TO RECORDS THAT EXPLAINS THE SPREADSHEETS.
- 43. 03/19/23 EMAIL TO KARI

- a. RE-SENDING THE INDEX TO RECORDS TO BE DISTRIBUTED TO THE OTHER DIRECTORS.
 - b. **IT IS UNKNOWN IF KARI SENT THE INDEX TO RECORDS TO THE OTHER DIRECTORS.**
44. 03/22/23 EMAIL TO KARI
- a. RE-SENDING THE SPREADSHEETS IN A ZIP DRIVE.
45. 03/23/23 EMAIL FROM KARI
- a. ONLY THE INDEX WAS RECEIVED NO SPREADSHEETS CAME.
46. 03/23/23 EMAIL TO KARI
- a. ON 3 OCCASIONS I SEND THE ZIP OF THE SPREADSHEETS.
 - b. I HAVE ARRANGED TO HAVE MY PARALEGAL SEND THE SPREADSHEETS ONE AT A TIME.
47. 03/24/23 (57) EMAILS TO KARI
- a. THERE WERE 57 EMAILS SENT TO KARI, EACH INCLUDED A SINGLE SPREADSHEET.

PLEASE NOTE THAT AT NO TIME DID I EVER SUGGEST THAT WE DID NOT FIND ANY ISSUES OF QUESTIONABLE ITEMS - I NEVER SAID THAT.

Feb 22, 2026

HPP General Membership Meeting

Aloha, my name is Kathy Hollingsworth. There are several issues I want to address.

Number 1: The HPP workers using Round Up. Glyphosate is a known carcinogen. It lingers long after the weeds are killed. It damages our aina, our keiki and future generations. Many of our residents have wells. The run off can go into ~~the~~ the ocean and harm us and the sea creatures. There are numerous lawsuits regarding Round Up. Does HPPOA want to be at risk for another lawsuit? There are many options for getting rid of weeds that are not toxic.

Number 2: The issue of the Mailbox Park at 16th and Makua. There are ~~2 burial~~ ^{cultural} at least 2 burials that are located there. Please, out of respect for the lineal ^{descendants} relocate this Mailbox Park. Currently, the mail boxes have not even been put on that property. It would be relatively easy to find another spot right now. Also, if HPPOA Board Members continue to ~~disrespect~~ ^{disrespect} the Hawaiian people, they may be facing

Feb 22 2022

H99 General Membership Meeting

Aloloa my name is Kathy Hollingsworth. There are several issues I want to address. Number 1: The H99 worked using Roundup. Glyphosate is a known carcinogen. It lingers long after the weeds are killed. It damages our soil, our keiki and future generations. Many of our residents have wells. The run off can go into the ocean and harm us and the sea creatures. There are numerous lawsuits regarding Roundup. Does H99A want to be at risk for another lawsuit? There are many options for getting rid of weeds that are not toxic.

Number 2: The issue of the Mailbox Park at 1st and Makua. There are ~~2~~ ^{at least 3} buildings that are located there. Please act of respect for the local descendants to relocate this Mailbox Park. Currently the mail boxes have not even been put on that property. It would be relatively easy to find another spot right now. Also if H99A Board Members continue to ~~respect~~ ^{disrespect} the Hawaiian people, they may be facing

Feb. 22, 2026

Page 2

HPP Gen. Mtg.

another costly and drawn out lawsuit.

Also, there is the issue of the well placement. We need transparency, not drill first and apologise later.

Number 3: There is still a court case pending regarding how these Mailbox Parks were funded. HPPDA Board of Directors are virtually ignoring this lawsuit and proceeding with putting in the mailboxes. If the judgment is ruled that these mailboxes are illegal, the boxes will be torn down and weeds will grow in those areas.

The Board of Directors have already back tracked and gotten the Wetamulls to change rules and allow the mailbox Parks to be located on these parcels.

~~The~~

Number 4: The Bylaws state that our Annual Mandatory Road Fees can be raised by 10% each year. I am very thankful that the Board of Directors did not raise our Fees this year. But we cannot be at ^{continually} the ~~mercy~~ mercy and whims of our Board. I'm suggesting that the Bylaws be

4/99 Gen. M/tg

another costly and drawn out lawsuit.
Also, there is the issue of the well
placement. We need transparency, not
drill first and apologize later.

Remember: There is still a court case
pending regarding how these mailbox parks
were funded. HPOA Board of Directors
are virtually ignoring this lawsuit and
proceeding with putting in the mail boxes.
If the judgment is ruled that these
mail boxes are illegal, the boxes will be
torn down and weeds will grow in these
areas.

The Board of Directors have already
back tracked and gotten the Westmills
to change rules and allow the Mail box
parks to be located on these parcels.

~~See~~

Remember H: The B. law state that our
Annual Mandatory Road Fee can be raised
by 10% each year. I am very thankful
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our fees this year. But we cannot be at
the mercy and whims of our Board.
I'm suggesting that the B. law be

Feb 22, 2026

Page 3

HPP Gen. Mtg

changed to only raise fees a maximum of 5% each year, if at all.

Number 5: Owner Input at all Meetings should be prioritized and put at the beginning of meetings and not the end.

There are other important issues that I want to address, but our time restraints won't allow it.

Mahalo

10/22/2021

Page 3

H99 Gen Mtg

changed to only raise a maximum
of 25 each year if at all.

Number 2: Owner Input at all Meetings
should be prioritized and put at the
beginning of meetings and not the end.

There are other important issues that I
want to address but our time constraints won't
allow it.

M/Carol