



REQUESTING HELP TO SETUP MEETING. FOOD/DRINK, CHAIRS, REGISTRATION, etc. IF YOU CAN HELP, PLEASE CALL STEVE @ 808.938.8949, ASAP

KAP Roadway Maintenance Association, Inc OWNERS ONLY ANNUAL MEETING Saturday, June 24, 2023

**Registration begins at 09:30 am (Owners must check in by lot/tmk number).
The meeting will begin promptly at 10:00 am.**

The Annual Meeting of Owners (Class A) of the KAP Roadway Maintenance Association, Inc will be held at **10:00 am** on **SATURDAY, June 24, 2023** at the home of Geri Eckert located at 75-490 Nani Kailua Dr., Kailua Kona, Hawaii.

Only Owners of record as of May 15, 2023, who are current on their assessments are permitted to attend and vote.

AGENDA

1. Certification of Quorum (50% +1 or 20 owners present or by legitimate proxy)
2. Adoption of Meeting Agenda
3. Pule
4. Approval of minutes Annual Meeting of May 2022
5. Report of action items from 2022 Annual Meeting
 - a. Findings/recommendations/updates (CC&R's Thomas Fisher)
6. Financial Report
 - a. Financial condition as of May 31, 2023
 - b. Assignment of operating funds to long term reserves
 - c. Report on actions with delinquent accounts
7. Owner issues raised to Board for action
 - a. Gate beautification
 - b. Security cameras
 - c. Gate at upper entrance
 - d. Speed bumps
8. Election of Directors for FY2023-2024
9. Adjournment
10. Social time and opportunity for member discussion – no motion/no voting.

As a legal non-profit Corporation following the provisions of the Hawaii Corporations Code (414D) and those of our CC&R's, we must conduct this meeting under Roberts Rules of Order with the proper decorum and mutual respect as neighbors of KA AINA PONO Subdivision.

If you cannot attend the meeting in person please return the enclosed proxy no later than June 20, 2023 to: KAP Roadway Maintenance Association, Inc., P.O. Box 2383, Kailua Kona, HI 96745. As you may see there are contentious issues to be resolved that will alter the future of this Association and you as an Owner. Please get involved.

Please read and follow the instructions for nominations to Board of Directors. There can be no exceptions to the provisions of the OWNER only, PROXY, and ELECTIONS process. Please read the process and help us run a legitimate and accurate annual meeting as our governing documents dictate.

BUDGET NOTES: Since the inception (2016) there has not been an increase in the annual assessments for KAP road maintenance. There not being any owner coming forth, as solicited, to work on a new budget, the 2016 last approved version will continue to remain in effect at \$360.00 per year per lot for the 2023-24 budget year.

Enclosures

Meeting announcement and detailed information (this memo)
Proxy Process and submittal
Elections Process
May 31, 2023 Balance Sheet and Income Statement

Come enjoy some social time to get to know your neighbors. After our business, refreshments will be served. We hope to see and meet all of you!

For purposes of Delinquent Accounts, the following applies as provided in our CC&R's

ARTICLE V. LIENS AND COLLECTION

5.1 Liens and Collection.

In the event any Owner or other user liable therefor shall fail to pay his pro rata share of a proper expense for the maintenance, repair of the Roadway Easement within thirty (30) days after receiving a written notice of such expense, the amount of such expense, and any costs and fees associated or related to the collection thereof, shall constitute a lien upon the Lot or property of the Owner or user for whose benefit the Roadway Easement is being utilized. The lien for such expense may be foreclosed upon by an action initiated by an Owner or user who shall have paid his or her own pro rata share of the expense. Actions to a money judgment for the unpaid expense shall be maintainable by any Owner or user who shall have paid his pro rata expense without foreclosing upon or waiving the lien securing the payment of the same. Such foreclosure action to collect the unpaid expense will be prosecuted in accordance with the provisions of Hawaii Revised Statutes. Chapter 667, as amended. interest shall accrue at the rate of and one-half percent (1.5%) per month. from and after the thirty-first (31st) day following the receipt of written notice of the expense by the Owner or user liable therefor. In the event of any legal action to collect the expense, the prevailing party shall be entitled to recover its attorney's fees and costs of court. It shall be the obligation of the Declarant, a condition of granting any right of access to or use of the Roadway Easement to any other person, to obtain the agreement of such person in writing to be bound by the terms and conditions of these Articles IV and V. and such agreement shall be recorded and noted on the document of title of such person for the property which receives the benefit of such access or use.

5.2 Notices.

For purposes of Article V, notices shall be deemed as given on the day when they have been personally delivered to the addressee or when deposited in the United States Post Office, postage pre-paid, addressed to the Owner or user at the address shown on document of title for the property for whose benefit the Roadway Easement is being used.