



STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

January 18-19, 2022

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Peter "Kahana" Albinio, Acting Administrator 
Land Management Division
Jobie Masagatani, Executive Assistant 
Office of the Chairman
Staff to the Investigative Committee on King's Landing

SUBJECT: Report of the Investigative Committee on King's Landing to the Hawaiian Homes Commission (King's Landing Committee)

RECOMMENDED MOTION/ACTION

None. For information only.

DISCUSSION:

At the November 2020 regular meeting of the Hawaiian Homes Commission (HHC), an investigative committee was appointed to examine issues related to the settlement at King's Landing, Hawaii island (King's Landing Committee or committee). The members of the committee included Commissioners Michael Kaleikini, David Kaapu, Randy Awo and Chair William Aila, Jr.

The purpose of the committee was to identify a path for a solution to King's Landing (Exhibit 1). The committee met via Teams on five separate occasions: March 18, 2021, May 6, 2021, June 29, 2021, December 13, 2021, and December 28, 2021. On July 29, 2021, the committee and staff conducted a site visit to King's Landing and met with leaders of the Malama Ka 'Aina Hana Ka 'Aina, Inc. (M.A.H.A.) non-profit corporation, the current grantee of Right of Entry No. 294, and other beneficiaries currently residing at King's Landing.

BACKGROUND

1. Location –

The principal area under consideration by the committee is the area identified in Right of Entry (ROE) no. 274 (Exhibit 2). This area is located at Keaukaha Tract II, Tax Map Key No. 2-1-13:01, at Keaukaha, District of South Hilo, Island of Hawaii and shown as Exhibit A in the attached Exhibit 2. Hereinafter, the location will be referred to as "King's Landing".

2. Brief History –

On July 27, 1984, The HHC authorized the Chairman to issue a ROE permit to M.A.H.A. for use of King's Landing, until a management plan for King's Landing was completed and accepted. ROE No. 76 was issued on September 26, 1986.

On February 29, 2000 the HHC authorized the Chairman to issue a new ROE permit to M.A.H.A. for use as an alternative lifestyle settlement. The minutes and submittal from this February 2000 item are attached as Exhibit 3.

ISSUES

The committee spent a lot of time identifying and discussing the issues that currently impact King's Landing. These issues bucket into the following four general interrelated areas:

(1) Environment

King's Landing's close proximity to the ocean and unique environmental qualities create challenges to the long-term development of the area for homesteading. While sea level rise and the treatment of wastewater were discussed briefly by the committee, the committee fully anticipates that other issues will arise as the due diligence is undertaken to evaluate the site for long-term homestead leases.

(2) Land Disposition

Several discussions were held with counsel regarding the existing ROE and future potential land dispositions from DHHL to address the unique situation at King's Landing.

(3) Trespassing and Enforcement

Trespassing and enforcement were also a major topic of discussion for the committee given King's Landing remote location and allegedly increasing number of unauthorized occupants engaged in drugs or other illicit activities. The committee also observed that some of the current tension related to trespassing and enforcement stem from the alleged permissions granted by original M.A.H.A. members to friends and family (who may not be members of M.A.H.A. or who may not be beneficiaries) to occupy homes and lots in King's Landing.

Several members of M.A.H.A. also raised their own concerns regarding trespassing and enforcement during the site visit and via e-mail correspondence to the Commission. Specifically, they talked about the challenges they were encountering securing the entrance gate and preventing non-M.A.H.A. members and other outsiders from entering and occupying King's Landing

(4) Long Term Land Use and Land Disposition

The current members of M.A.H.A. recognize their situation is precarious because they do not have a lease to the lot where their home is currently located. Consequently, members raised as a request the possibility of a homestead lease being made available.

It is the understanding of the committee that members of M.A.H.A. have discussed with other beneficiary leaders the lessons learned from Kahikinui, Maui, the only existing kuleana homestead lot community on Hawaiian home lands. Based on these exploratory discussions, the committee understands that the leadership of M.A.H.A. has asked the Commission to consider kuleana homestead leases for King's Landing.

This option, if pursued for King's Landing, would require beneficiary input in the development of the settlement plan and would need to consider existing applicants waiting for an award of a homestead lot on Hawaii island. There is no guarantee that the current members of M.A.H.A. will ultimately receive a kuleana homestead lease at King's Landing.

RECOMMENDATIONS

- (1) Conduct the necessary due diligence to identify if homesteading is a viable option considering sea level rise and other environmental concerns and the anticipated length of occupancy of the land by homestead lessees, which is 199 years with an approved lease extension.
 - a. As part of the due diligence process, staff should render a recommendation to the Commission as to whether King's Landing should be set aside for award as kuleana homestead lots, consistent with section 10-3-30, Hawaii Administrative Rules. In developing a recommendation staff should consider the following:
 - i. Physical and environmental characteristics of the land;
 - ii. Excessive cost to develop the tract for any reason including: the physical characteristics of the land, the distance of the lands from existing electrical, water, wastewater disposal, communications, and other utility systems;
 - iii. Department land management plans and programs;
 - iv. Applicant interest or proposals identifying tracts of land; and
 - v. Suitability for use by lessees who wish immediate access to the land for subsistence uses and who are willing to live on the land and accept an unimproved lot.
- (2) Begin discussions with the current ROE holder, M.A.H.A., regarding a new short-term land disposition that will replace ROE 274 and will allow for continued permitted use of King's Landing and presence on these relatively remote Hawaiian home lands during the transition period between today and future long-term use of King's Landing.

- a. This short-term land disposition will have a definite end date, which will transition into homestead leases (e.g. kuleana homestead leases) or another land use that respects the environmental constraints preventing homesteading and residential occupancy (e.g. park use, conservation, etc.)
- (3) The committee further recommends that the Commission place as one condition of the new land disposition that M.A.H.A. is aware that transition is highly likely and that they participate in the development and implementation of any transition plan that may be necessary. For example,
- a. If the Commission selects kuleana homestead lots as the future path, the settlement plan may require a different configuration or a different location in order to mitigate the impact of sea level rise or other environmental concerns. This may require relocation of existing occupants.
 - b. The award process will need to take into consideration those waiting for a homestead lease on Hawaii island. There is no guarantee that the current occupants of King's Landing will end up with a lease to their current location at King's Landing or even a kuleana homestead lot at King's Landing. Under both scenarios, relocation will be necessary.
 - c. If residential occupancy is not a sustainable land use, then the existing occupants will require transition out of King's Landing.
- (4) The committee further recognizes that there are several unique issues related to what how best to proceed in this intervening period between the present situation and implementation of a longer-term land use (e.g. kuleana homestead leasing, or some other option if homesteading is not viable). Therefore, the committee recommends that a new Investigative Committee on King's Landing (King's Landing Phase 2 Committee) be established to investigate, discuss, vet, and recommend the best course of action to address the issues associated with transition that may include the terms of the new disposition, enforcement roles and responsibilities, mitigating existing environmental concerns, and use of undivided interest leases as an interim step.

It is recommended that the members of the King's Landing Phase 2 Committee include: Commissioners David Kaapu, Michael Kaleikini, Randy Awo, and Chair William Aila.

RECOMMENDATION

Chair Ailā asked for a motion to establish a Permitted Interaction Group (PIG) comprised of Commissioners David Ka'apu, Michael Kaleikini, Randy Awo, and himself, Chair Ailā, for the purpose of identifying a path for a solution to King's Landing.

MOTION/ACTION

Motion moved by Commissioner Ka'apu, to establish a Permissive Interaction Group (PIG) for the purpose of identifying a path for a solution to King's Landing. Motion passed unanimously. Seconded by Commissioner Helm						
Commissioner	1	2	'AE (YES)	A'OLE (NO)	KANALUA ABSTAIN	EXCUSED
Commissioner Awo			X			
Commissioner Helm		X	X			
Commissioner Ka'apu	X		X			
Commissioner Kaleikini			X			
Commissioner Ka'upu			X			
Commissioner Namu'o			X			
Commissioner Neves			X			
Commissioner Teruya			X			
Chairman Ailā			X			
TOTAL VOTE COUNT			9			
MOTION: <input checked="" type="checkbox"/> UNANIMOUS <input type="checkbox"/> PASSED <input type="checkbox"/> DEFERRED <input type="checkbox"/> FAILED						
Motion passed unanimously- nine (9) Yes votes						

ANNOUNCEMENTS AND ADJOURNMENT

NEXT MEETING

The next meeting will be held on December 21 & 22, 2020, TBA

MOTION/ACTION

Moved by Commissioner Helm, seconded by Commissioner Awo, to adjourn the meeting.

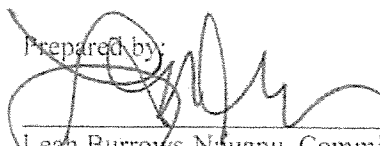
Motion carried unanimously.

ADJOURNMENT

2:35 PM

Respectfully submitted:


William J. Ailā Jr., Chairman
Hawaiian Homes Commission

Prepared by:

Leah Burrows-Nuuanu, Commission Secretary
Hawaiian Homes Commission

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

RIGHT-OF-ENTRY NO. 294

THIS AGREEMENT, made and entered into as of this 17th day of April, 2001, by and between the DEPARTMENT OF HAWAIIAN HOME LANDS, STATE OF HAWAII, hereinafter referred to as "GRANTOR", and MALAMA KA'AINA HANA KA'AINA, INC., a Hawaii non-profit corporation, whose permanent mailing address is P.O. Box 5174, Hilo, Hawaii 96720, hereinafter referred to as "GRANTEE".

WITNESSETH THAT:

WHEREAS, GRANTOR has under its jurisdiction control over lands identified as Keaukaha Tract II, Tax Map Key No. 2-1-13:01, at Keaukaha, District of South Hilo, Island of Hawaii, as shown in Exhibit "A", hereinafter referred to as "King's Landing"; and

WHEREAS, in furtherance of the purposes of the Hawaiian Homes Commission Act, as amended, ("HHCA") GRANTOR intends to develop a management plan for King's Landing; and

WHEREAS, members of GRANTEE have been utilizing and occupying portions of King's Landing for more than fifteen years; and

WHEREAS, GRANTOR was and is desirous of permitting members of GRANTEE continued lawful use and occupancy of King's Landing until completion of a management plan and acceptance of the plan by the Hawaiian Homes Commission, or such other time as the Commission may determine; and

WHEREAS, GRANTOR issued Right-of-Entry Permit No. 76, effective September 24, 1986, authorizing members of the GRANTEE to utilize a portion of King's Landing under certain conditions; and

WHEREAS, situations have arisen in administration of the right-of-entry permit which were not anticipated when the permit was issued, sufficient to justify substantial change in permit conditions; and

WHEREAS, at its meeting of February 29, 2000, the Hawaiian Homes Commission authorized the Chairman to issue a new right-of-entry permit for King's Landing; and

WHEREAS, members of GRANTEE are qualified applicants on the GRANTOR'S waiting list for homestead awards.

NOW, THEREFORE, in consideration of the above, GRANTOR hereby grants to GRANTEE a right-of-entry authorizing members of GRANTEE to enter upon Hawaiian home lands at King's Landing to occupy and utilize said lands, subject to the following terms and conditions:

1. Rights of GRANTEE. Such rights as are conferred by this agreement are provided to the GRANTEE as an organization.
2. Term. This right-of-entry shall remain in effect until the Hawaiian Homes Commission in its discretion determines that lands under this right-of-entry may be better utilized for the purposes of the Hawaiian Homes Commission Act of 1920, as amended.
3. Occupation. Each member of GRANTEE occupying the premises under the terms of this right-of-entry shall reside within the "area" designated by GRANTEE for the member and his/her family. Each member, including his or her family, shall occupy not more than a single area. If two members marry, they shall select which area they will retain, and the other area shall return to the control of GRANTEE. GRANTEE will be responsible for maintaining a current list of members and their respective areas, and will provide an updated list of members to GRANTOR.
4. Maximum Area. The area to be utilized by each member shall not exceed three acres within King's Landing.
5. Land Rental. GRANTEE shall pay to GRANTOR a rental of ONE and NO/100 DOLLARS (\$1.00) for the term of this right-of-entry, payable on demand.
6. Insurance; Indemnification. GRANTEE shall, for itself and its members occupying their respective designated areas

under this right-of-entry, procure and keep in force during the term of the right-of-entry at its expense, general comprehensive public liability insurance of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and coverage of at least FIFTY THOUSAND DOLLARS (\$50,000) against the claims of third persons for property loss or damage. The insurance shall be obtained from an insurance or surety company authorized to do business in the State of Hawaii and shall identify GRANTOR as an additional insured. GRANTEE will indemnify, defend and hold GRANTOR harmless from any claim or demand for loss, liability or damage, including claims for property damage, personal injury or death, arising out of any action or inaction on the premises covered by this right-of-entry.

7. Sanitation. GRANTEE shall ensure that each member maintains their respective area and improvements thereon in a clean and safe condition such that public and community health and safety would not be endangered. The officers of GRANTEE shall conduct inspections of the premises and improvements of their members occupying their respective designated areas under the terms of this right-of-entry. GRANTEE shall give its members fifteen (15) days' notice to correct any unsanitary or hazardous conditions found on the premises. If the condition poses an imminent threat to the

health and safety of the Grantee, its members or the general public, as determined at the sole discretion of the GRANTOR, the GRANTEE agrees to cooperate with GRANTOR to immediately take corrective action.

8. Utilities. GRANTEE and its members agree that GRANTOR shall not be responsible for providing any water, electricity, or any other utility services.
9. Taxes. GRANTEE agrees to pay any applicable taxes and assessments.
10. Maintenance of Historical and Cultural Sites. GRANTEE shall be responsible for the maintenance and preservation of historical and cultural sites contained within the area covered under this right-of-entry.
11. Inspection by GRANTOR. An authorized agent or employee of GRANTOR may enter and inspect the area covered by this right-of-entry at any reasonable hour for purposes of health, safety and compliance with this agreement. Inspection shall not include private dwellings and property, unless an imminent threat to health and safety is determined at the sole discretion of GRANTOR. GRANTOR shall otherwise provide written notice to GRANTEE prior to inspection of private dwellings and property.
12. Termination / Revocation by GRANTEE. This right-of-entry may be terminated by GRANTEE or GRANTOR without cause upon

thirty (30) days' written notice. GRANTEE's failure to comply with paragraphs 7, 19 and 24, herein, is cause for termination upon five (5) days' written notice. GRANTEE may seek review of GRANTOR'S determination to terminate this Right-of-Entry before the Hawaiian Homes Commission.

13. Removal of Improvements and Personal Property. All improvements erected or placed on the premises by GRANTEE or any member shall be and remain the personal property of GRANTEE or its respective member. Upon expiration, termination or revocation of this right-of-entry, GRANTOR shall have the right to require GRANTEE to remove any and all improvements, personal property, and appurtenances on the land at GRANTEE'S sole expense. If GRANTEE fails to complete such removal within thirty (30) days or such additional period as GRANTOR may for good cause and in its sole discretion allow from the date notice is given by GRANTOR. GRANTOR shall have the right to remove any and all improvements, and other personal property, and appurtenances on the land and to charge any cost arising out of the removal to GRANTEE. In the event GRANTEE terminates the right of a member to occupy a designated area pursuant to this right-of-entry, GRANTEE shall be responsible for removal of improvements, personal property, and appurtenances not removed by the member.

14. Occupancy by Unauthorized Parties. GRANTOR shall be responsible for removal of unauthorized parties and pursue their legal remedies in accordance with all county, state and federal laws.
15. Liquidated Damages. If GRANTEE or any member does not vacate the premises upon the expiration, termination or revocation of this right-of-entry, GRANTEE shall pay GRANTOR liquidated damages at the rate of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each day GRANTEE or any of its members remain on the premises beyond the effective date of expiration or termination.
16. Court Costs. As native Hawaiian beneficiaries, the members of GRANTEE reserve the right to protect their rights in a court of law. If any court action arises, GRANTEE and its members agree to pay their own court costs and attorney's fees.
17. Nontransferability of Interest. No member may transfer, assign, sublet, or in any way convey a right to occupy a designated area, in whole or in part, to any person; any such action may be made only by GRANTEE.
18. Duty of GRANTEE to Provide Current Organizational Records. GRANTEE shall be required to maintain and provide to GRANTOR all necessary records, including but not limited to Articles of Incorporation, evidence of non-profit corporate

status, list of members and designated areas, list of officers, Code and By-Laws.

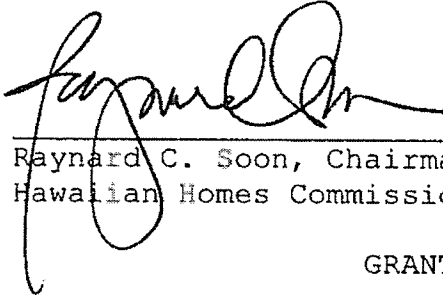
19. Responsibility for Common or Undesignated Areas. GRANTEE shall be responsible for maintenance of lands within the right-of-entry area which are not designated for the use of specific members. Failure to maintain health and safety standards in such areas, along with failure to take prompt corrective action when so advised by the Department, shall be grounds for immediate termination.
20. Change of Condition or Circumstances; Notice. Each party to this Agreement agrees to inform the other of any substantial change in the status of a party or the condition or circumstances in the area.
21. Management Plan. GRANTEE's representatives shall participate in the development of the management plan for the King's Landing area which participation shall include but not be limited to membership on the advisory committee as part of management plan development.
21. Eligibility for Membership. Members of the GRANTEE eligible to reside in designated areas shall meet the following criteria:

- Be at least 21 years of age;
 - Be a native Hawaiian, as defined in the Hawaiian Homes Commission Act, and be certified by the Department as having the necessary blood quantum;
 - Have an application for a residential, aquacultural or agricultural lease on file with the Department, and have been placed on an applicable waiting list for the island of Hawaii;
 - Not have an existing residential or agricultural lease with the Department;
 - Be a member in good standing of GRANTEE.
23. Full-Time Residency. All members residing in designated areas shall make same their principal residence.
24. Access. GRANTEE and its members shall not interfere with access along or to the shoreline or ocean at or abutting King's Landing, so as to diminish rights of or customary access to the shoreline. GRANTEE and its members shall have for ingress, egress access across roads and throughout King's Landing. GRANTOR reserves the right to permit access across such roads for its own purposes, for exercise of governmental functions and to those with a demonstrated legal right of access.

25. 25. Execution of Right-of-Entry. GRANTEE, by its duly appointed or elected officers, shall execute the right-of-entry on behalf of GRANTEE and its members.

State of Hawaii
Department of Hawaiian Home Lands

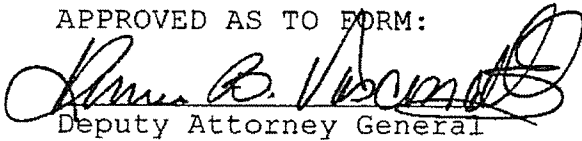
By



Raynard C. Soon, Chairman
Hawaiian Homes Commission

GRANTOR

APPROVED AS TO FORM:



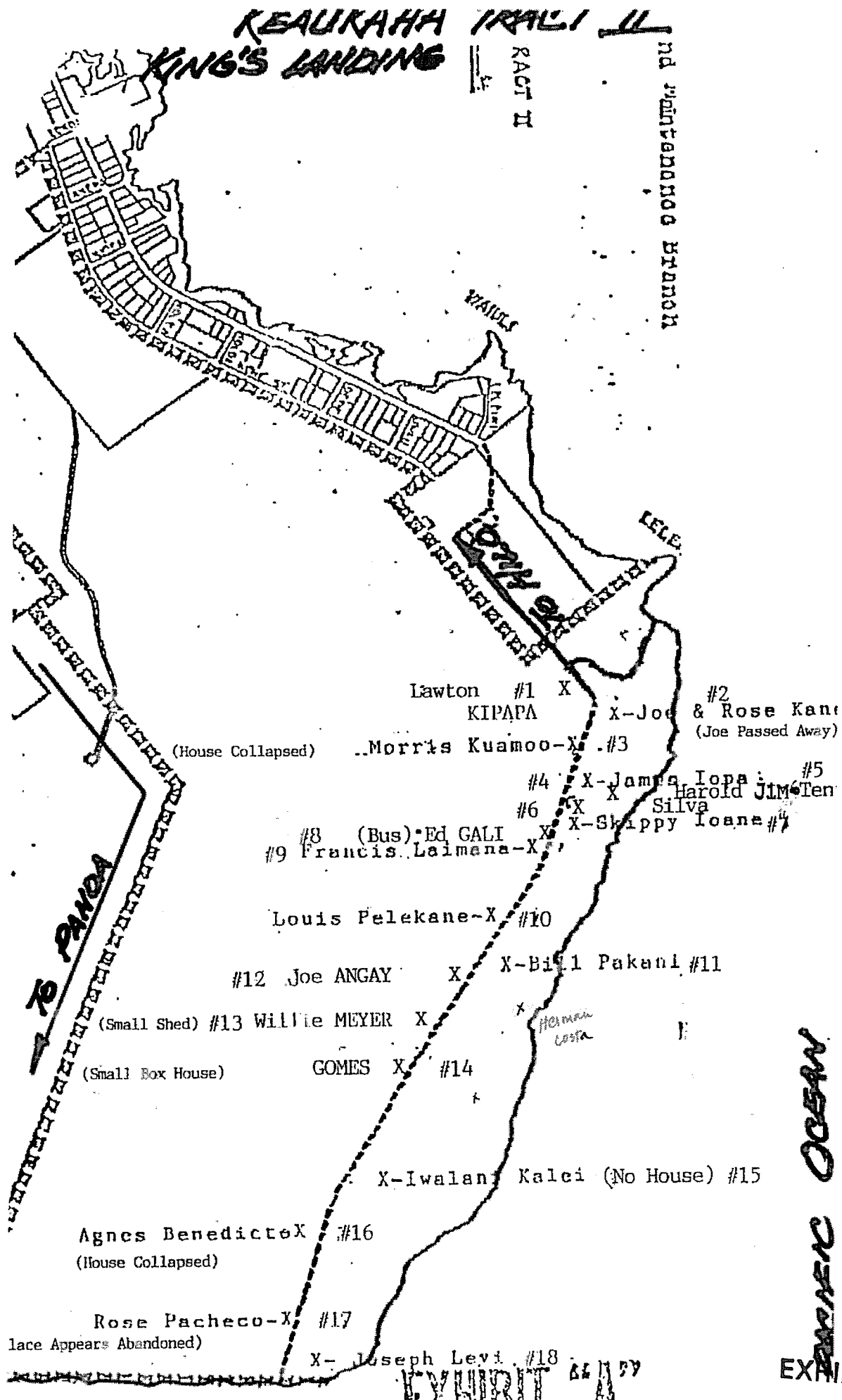
Deputy Attorney General

Malama Ka'Aina Hana Ka'Aina, Inc.
A Hawaii incorporated association

By



GRANTEE



**MALAMA KA'AINA HANA KA'AINA, INC.
BY LAWS**

Article I - Establishment

- A. The location of the principal office of this corporation shall be at King's Landing, Keaukaha Tract II.
- B. The board of directors may designate other locations as required or necessary to conduct the corporation's business or further the purposes of the organization.

Article II - Purposes of the Organization

- A. This corporation is being formed as a 501(c)(3) tax-exempt organization for purposes specified in section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code.
- B. Malama Ka'Aina Hana Ka'Aina, Inc.'s intent is to specifically operate as a nonprofit organization for the benefit of the public. Malama Ka'Aina Hana Ka'Aina, Inc. (hereafter, "MAHA") is authorized to undertake any activities which are necessary to achieve its objectives. Its mission is limited to religious, charitable, educational, and cultural purposes. The objectives of the organization are:
 - 1. To preserve and protect the cultural, historical, and archaeological heritage of the area designated by TMK 2-1-13:01, otherwise known as Keaukaha Tract II (hereafter, "King's Landing").
 - 2. To help maintain the proper ecological balance of marine life on the shoreline and in the surrounding waters off King's Landing.
 - 3. To operate as a democratically-controlled entity that exercises governance powers over the conduct of human activity within King's Landing, subject only to the terms of whatever license, permit or lease that may be issued to MAHA by the Hawaiian Homes Commission;
 - 4. To educate and increase the knowledge of Native Hawaiians and their families in the art of alternative subsistence living.

5. To create a cultural school in the King's Landing area to teach the children of Hawaii cultural aspects of ancient Hawaiian living, which shall include, but not be limited to, the following:
 - a. Heiau building
 - b. Fishing
 - c. Farming
 - d. Lauhala weaving
 - e. Hula
 - f. Hawaiian language
 - g. Medicinal plants
6. To facilitate and support research into the history and significance of the cultural aspects of the area.
7. To assist the full-time residents of King's Landing in obtaining long term leases for the purposes of living and farming on the King's Landing TMK area.

Article III - Membership

- A. **Eligibility:** Any person meeting the following criteria shall be eligible for membership:
 1. **Members.** Any full time resident of King's Landing is eligible for membership in the corporation. A full time resident is defined as a person who:
 - i. Is at least 21 years old.
 - ii. Is a native Hawaiian (as confirmed by acceptance of the applicant's application by the DHHL), as that term is defined under the Hawaiian Homes Commission Act and Section 4 of the Hawai'i Admission Act.
 - iii. Has applied to and qualified for a lease from the Department of Hawaiian Home Lands and who is currently on the Hawaiian Homes waiting list.
 - iv. Resides in the King's Landing area. A person resides in the King's Landing area if the person currently lives in a home at King's Landing full time; and spends at least ten percent of his or her time each week at home at King's Landing engaged in promoting one of the purposes of MAHA outlined above, unless the person is away for business, vacation, or medical purposes.
 2. **Associate Members.** Any spouse, child or dependent of persons qualifying under paragraph A, who resides full time in the King's Landing area.

3. To be qualified as a member or associate member above, a majority of the members of the organization must vote to approve any membership in the organization.
- B. Effect of MAHA membership: All members of MAHA must be qualified as members, remain duly eligible members of MAHA, and abide by any rules established by MAHA pursuant to these bylaws in order to be covered under any permit, license or lease that may be issued by the Hawaiian Homes Commission to MAHA for the use and occupancy of King's Landing. No other party may claim any right to reside at King's Landing without qualifying for membership and being a member of MAHA recognized by the Board. By maintaining membership in MAHA, each member agrees to participate in the activities of MAHA in order to allow the corporation to effectively govern the use of areas within King's Landing under the terms of any license, permit or lease that the Hawaiian Homes Commission may grant to MAHA.
- C. Process for Member Acceptance: To be designated a qualified member of the organization, full time residents must apply to and be accepted by the Board of Directors. The Board shall base its acceptance of the applicant on, at a minimum, the applicant:
- a) Agreeing in writing to abide by the bylaws and rules of MAHA.
 - b) Agreeing to participate in the future preparation, amendment and adoption by the Hawaiian Homes Commission of a management plan as a basis for future land use in the area.

From time to time, the Board may adopt and prescribe additional criteria in accordance with the provisions and procedures contained in Article XII.

- D. Probationary Period of Membership: Upon the acceptance by the Board of any prospective member of the corporation, that person shall be placed on probation, during which time they must meet certain minimum performance requirements to build a safe and habitable residence on their section of King's Landing designated by the Board, including, but not limited to:
- a) Within 2 months, the member must construct an outhouse at least 10 feet from any residence in accordance with prevailing Department of Health standards;
 - b) Within 12 months of Board acceptance for probationary membership, the probationary member must complete the flooring of the structure .

Upon satisfactory performance of the conditions above, the Board may act to grant the probationary member regular membership status, subject to the person's continued compliance with the Code of Conduct.

- E. Assessment: All probationary and regular members shall pay a one-time membership fee of \$10.00 and monthly dues of \$5.00 to MAHA for the expenses of the corporation. The Board may amend this schedule of fees from time to time as required to meet expenses of the corporation.
- F. Code of Conduct: All members, probationary and regular, are subject to a code of conduct that may be established and revised by the Board. At a minimum, the Code shall: 1) prohibit any criminal activity by any member, 2) establish any requirements for notice to the offending member, and the process for investigating and reviewing allegations of violations, and 3) prescribe sanctions for any violation, which shall include fines, warnings, reprimands, suspension or permanent removal or expulsion from the King's Landing area by DHHL, in accordance with the provisions of the Code. The Board shall adopt the Code prior to granting any membership status to any applicant. Prior to the imposition of sanctions, the member shall be entitled to reasonable prior notice of the violation and an opportunity to be heard before the Board of Directors. Any final decision on reported violations shall be based on the determinations of the Board and a formal report to the Department of Hawaiian Home Lands.
- G. Membership Register and Map: The secretary of the Board shall maintain a register of all acceptances of probationary and regular memberships, as well as any terminations of memberships. The register shall specify the name of each qualified and terminated member, and designate the location of each such member's current residence on an appropriate map designating the locations of each residence at King's Landing. The secretary shall retain this membership register at the organization's principal office and shall periodically update and provide a copy to the Department of Hawaiian Home Lands.
- H. Nature of Membership Rights: The rights of full time members in this organization shall be continuous and non-transferable. These rights shall cease upon the termination of the person's membership or upon his or her death. Any person seeking to succeed to the residence of a deceased or terminated member must qualify as a member in the same manner as provided in these bylaws.
- I. Member Obligations Upon Termination of Membership: Any member may resign from the organization by delivering a written resignation to the President or Secretary. His or her membership dues will not be refunded. Once a person has resigned or been terminated as a member of the corporation, he or she must remove all of his or her personal possessions from the location at which he or she resided at King's Landing and leave the area free of any debris, personal articles, garbage or waste. Unless otherwise directed by the Board, the same person must dismantle any structure used as a residence or any other improvements to the property for which he or she is responsible. If the board does elect to allow the former member's residence to remain in place, the member shall not have any right to seek reimbursement for the cost of improvements.

Article IV - Membership Meetings

- A. Place of Membership Meetings: All meetings of the membership shall be held at a location in King's Landing designated by the Board.
- B. Date of Meetings: A meeting of the members of the organization shall be held during the first four months following the close of each fiscal year from January 1 through December 31 at such time and place as may be determined by the Board of Directors. At such annual meetings, plans for the ensuing year shall be discussed and other business pertaining to the organization shall be acted upon.
- C. Special Meetings: Special meetings of the members may be called at any time by the Board of Directors or the President upon request of twenty percent of membership.
- D. Notice: A written notice of any regular membership meeting shall be given. The notice shall be posted or hand delivered not less than five (5) days before the meeting. The notice shall state the date, time, and place of the meeting. If the meeting is being held for election purposes, notice should contain the names of all nominees/candidates. Notices for special meetings shall be the most reasonable means of notifying members by the most effective means available.
- E. Quorum: The quorum at the annual and the special meetings shall consist of not less than five (5) members.
- F. Decisions of the Membership: A majority of full time resident members attending the meeting called shall decide by vote any question brought before such a meeting, unless otherwise required by law or by these by-laws.
- G. Vote: All members have one vote. There shall be no proxy.
- H. Procedure: Robert's Rules of Order shall be used for conducting the corporation's meetings, where there is any dispute as to the applicable procedure to use.

Article V - Board of Directors

- A. Composition: There shall be a Board of Directors consisting of not less than five (5) members and not more than eleven (11). At any given time, the membership of the board shall consist of an odd number of directors and officers. All Directors shall serve for no compensation. The initial officers of the corporation shall serve as the initial Board of Directors. Within 180 days of the initial meeting of the board, its members may fill up to the nine (9) vacancies on the board by majority vote.
- B. Qualifications: To qualify for the Board of Directors, a person must be a full-time resident of King's Landing as defined below, and have lived in his or her dwelling for at least two (2) years.

- C. Power to Act: Subject to the limitations and requirements of the State of Hawai'i, all activities of the corporation will be conducted, and all powers of the corporation shall be exercised, by and under the direction of the Board of Directors. The Board of Directors shall conduct the business of the organization and, and whenever there is conflict, shall accede to the wishes of the membership as determined at the annual and special meetings. Any decision made by the majority of the directors present at a meeting duly held will qualify as an act of the Board of Directors, unless prohibited by the Articles of Incorporation, or federal or state laws.
- D. Term of Office: Each director shall be elected by the membership at the annual meeting and shall serve a term of four (4) years. There shall be no limit in the number of terms that a member may serve as Director.
- E. Parameters of Meetings: The primary location of Board Meetings shall be designated by the Board. The Board shall determine the frequency of meetings. All meetings shall be open to members of the Association. The Board shall establish a schedule for regular meetings, which shall be a designated time and date, at a designated place. The Secretary of the Board shall provide written notice to all members of the schedule for regular board meetings.
- F. Special Meetings: The President may call a special meeting in cases of emergency or other exigent circumstances, provided that he/she provides notice reasonably calculated to inform, and give reasonable opportunity to attend to, all members of the Board.
- G. Quorum: The quorum for any meeting of the Board shall be a majority of the sitting members of the Board.
- H. Removal and Vacancies: A Director may resign from office providing written notice is given to the Secretary. A member of the Board of Directors may be removed from office by a two-thirds vote of the members in attendance but not less than a quorum for just cause, where a quorum is possible. Board members in question may not vote. The remaining members of the board may replace any director who has resigned or been removed by a majority of the remaining votes. Appointed board members shall serve out the terms of those they have replaced.
- I. Liability: The Directors of the corporation shall not be personally liable for the debts, liabilities, and other obligations of the corporation, unless they have violated their fiduciary duties to the corporation. The Officers and Directors of the corporation are indemnified to the fullest extent of the laws of the State of Hawai'i.
- J. Corporate obligations. The Board is authorized to obtain liability insurance, or enter into applicable contracts, as may be required from time to time in order to fulfill its purposes.

Article VI - Officers of the Corporation

- A. Composition: The Board of Directors shall select from amongst them the officers of the corporation. There shall be at least four (4) officers: President, Vice-President, Secretary, and Treasurer. Each officer shall serve a term of two (2) years or coincide with his or her term as a Board member. There is no limit on the number of terms an officer may serve. An officer is automatically a member of the Board of Directors.
- B. Qualifications: All officers shall be Native Hawaiians.
- C. President: The President shall:
1. be the principal officer of the organization;
 2. oversee the business affairs of the organization.
 3. preside over all business meetings of the members and the board
 4. sign all contracts and other instruments authorized to be executed, unless the signing and execution are specifically delegated by these bylaws or by the Board of Directors or are required by law to be performed by some other officer or agent of the organization.
 5. perform such other duties as are incident to the office or required by the Board of Directors.
 6. The President may appoint committees or delegate duties as may be required by the Board or as required to effectively implement the programs and decisions of the Board.
- G. Vice-President: The Vice-President shall assist the President and shall be *an ex-officio* member of all committees. In the absence of the President, the Vice-President shall assume the powers and duties of the President. In case of a vacancy in the office of the President, the Vice-President shall automatically become President and serve out the unexpired term of the predecessor in office.
- H. Secretary: The Secretary shall keep the minutes of all meetings of all members and the Board of Directors. The Secretary shall:
1. see that all notices of meetings of members and the Board of Directors are given as required by these bylaws;
 2. ensure proper maintenance of organizational records;
 3. keep an official membership roll with names of all members;
 4. sign with the President all contracts and other instruments authorized to be executed, unless the signing and execution are expressly delegated by these bylaws or the Board of Directors, or are required by law to be performed by some other officer or agent of the organization.
 5. such other duties as incident to the office or are required by the President.

I. Treasurer: The Treasurer shall:

1. receive all money and funds paid to the organization;
2. have charge and custody of and be responsible for all funds and securities of the organization;
3. ensure proper keeping and maintenance of the organization's books and accounts;
4. assure that all money and funds of the organization are deposited to the credit of the organization in such banks or other depositories as shall be designated by the Board of Directors;
5. make certain that all payments and disbursements of the organization's funds are for organization purposes as directed by the Board of Directors;
6. see that all expenditures are duly authorized and are evidenced by proper receipts and vouchers;
7. make to members at the close of the fiscal year and at such other times as directed by the Board such reports and financial statements regarding the finances of the organization as may be directed by the President or the Board of Directors; and
8. in general perform all other duties incident to the office of Treasurer and as may be assigned by the President.

J. Corporate Records: The organization's books and accounts shall be open for inspection by any member of the organization and shall be audited from time to time as required by law or directed by the Board of Directors.

K. Subordinate Officers: The Board of Directors may from time to time employ such subordinate officers and employees as the affairs of the organization may require at such salaries and on such terms and conditions as may be determined by the Board of Directors.

Article VII - Removal from Office

A. Removal: Any officer or director may be removed from office upon the vote of the majority of the board, after due notice and opportunity to be heard is provided to the affected individual.

B. Failure to Attend Board Meetings: In the event that a board member fails to attend more than 2 consecutive meetings, or more than one-half of the meetings of the Board in any calendar year, the other members of the Board may act to reprimand, suspend, remove, or take any other appropriate action against the offending director after prior written notice at least seventy-two hours prior to the meeting at which action is taken. The Board shall provide written notice to the director affected of any action taken pursuant to this part.

- C. Succession: In the event of vacancies due to death, resignation, disqualification, or removal, the Board may immediately replace the individual from amongst those residing at King's Landing and who are members of the Corporation.

Article VIII - Committees

- A. Executive Committee: The President shall establish an executive committee to advise him or her on the daily business for the corporation. The executive committee shall consist of the officers of the Board. The committee shall assist the President in establishing agendas for meetings, informing him of critical issues that need action by the Board or its officers, and advising him or her of important concerns of the Corporation that might not be addressable by the full Board by the next special or regular meeting.
- B. Standing Committees: The Board may authorize the President to establish such other committees that may be necessary to effectively execute the policies of the Board. The number and membership of each committee shall be determined by the President. The committees may include, but not be limited to, the following:
- Rules Committee: This committee shall draft the criteria for membership and the Code of Conduct. The committee shall recommend, for Board adoption, any additional criteria and parameters for membership in the corporation membership in addition to those specified in Article III(A) and the Code of Conduct for residing at King's Landing as provided for under Article III(F), by which each member of the Corporation shall abide. Periodically, the committee may recommend amendments to these rules and the Code of Conduct for the Board to adopt.
 - Membership Committee: This committee shall advise the board on membership issues, screen applicants for membership, and make recommendations to the Board on whether members have violated any rules of the Corporation while living at King's Landing. The committee shall advise the Board on actions that should be taken by the Board to accept or disqualify members. The committee shall preliminarily review all complaints against any member and investigate whether violations of Corporation rules have occurred. The committee shall also review and recommend any proposed sanctions, including fines, reprimand, suspension or expulsion of members, to the Board for the violation of any established rule.

Article IX - Actions on Behalf of the Corporation

- A. From time to time, the President may enter into and/or execute contracts on behalf of or in the name of the corporation, as authorized by the board at a duly convened meeting, and the corporation shall be bound by such action.

- B. All checks, drafts or other orders of payment of money, notes, or other evidences of indebtedness issued in the name of the organization shall be signed by the President and Treasurer. The Board of Directors may expressly delegate authority to sign such instruments and other organization documents to some other officer or agent(s) of the organization. The delegation of authority to sign may be general or confined to specific instances.
- C. All corporate funds may be deposited into accounts as directed by the Board of Directors.
- D. The Board of Directors may, on behalf of the corporation, accept any gifts, bequests, or other monetary devices as may be used for the nonprofit purposes of the corporation.

Article X - Corporate Records

- A. The Secretary shall maintain all corporate records, including minutes, financial reports, correspondence, and other related documentation.
- B. There shall be no corporate seal.
- C. Any director or member of the Corporation may inspect any corporate record.
- D. Any qualified person seeking copies of any corporate record shall pay the reasonable cost of copying.
- E. The Secretary shall be responsible for the filing of annual report required by law.

Article XI - Financial and Legal Restrictions

- A. The corporation shall comply with all appropriate federal and state laws governing 501(c)(3) nonprofit organizations, and shall refrain from campaigning, or supporting specific candidates for public office. Nothing in these bylaws shall be construed to prevent any individual member of the corporation from engaging in such activities on an individual basis.
- B. The corporation's 501(c)(3) prohibits private benefit to individuals associated with the organization. Accordingly, the members, including directors of the Board, and the officers, shall refrain from obtaining any personal financial benefit from the expenditures and actions of the board. This prohibition shall not prevent members from accepting reimbursement for travel, administrative, and incidental expenses incurred on behalf of the Corporation in connection with actions authorized or ratified by the Board. Any compensation made to other individuals must be for specific services rendered for the benefit of the Corporation, or to promote the tax-exempt activities of the group.

- C. Under the restrictions related to Organizational Finances, pursuant to IRC § 509(a):
1. The corporation shall distribute its income of the specified time period in a timely manner so as to avoid imposition of any taxes under Section 4942 of the IRC
 2. Pursuant to IRC § 4941(d), the Corporation officers, directors and members shall not engage in any self-dealing
 3. Pursuant to IRC § 4943, the Corporation shall not retain any excess business holdings
 4. The Corporation shall not make any investments that would subject it to taxation under IRC § 4944
 5. The Corporation shall not make any taxable expenditures that would fall under the requirements of IRC § 4945(d).

Article XII - Amendment of Bylaws

Members of the corporation have the power to adopt, amend or repeal these Bylaws as allowed by law, and new Bylaws may be adopted with the approval of the Board of Directors.

Article XIII - Conflicts

- A. If the provisions of the Bylaws are in any way conflicting with the corporation's Articles of Incorporation, the Articles of Incorporation take precedence.
- B. If any portion of the Bylaws is found to be invalid or unenforceable, for whatever reason, the remainder of the Bylaws shall still be effective.
- C. Any references in the Bylaws to the Articles of Incorporation shall relate to the Articles of Incorporation of Malama Ka `Aina Hana Ka `Aina, Inc. executed on October 27, 1999 and filed with the State of Hawai`i Department of Commerce and Consumer Affairs.
- D. All references to sections of the Internal Revenue Code refer to the Internal Revenue Code of 1986 as amended, or to corresponding amendments to the IRS tax code.

Ratified by the Board:

(date)

MAHA Secretary

Revised by the Board:

(date)

MAHA Secretary

CODE OF MALAMA KA'AINA HANA KA'AINA

King's Landing
Keaukaha Tract II

Preamble:

The Hawaiian Homes Commission has granted Malama Ka Aina Hana Ka Aina (hereafter, "MAHA") a right of entry permit for the use and occupancy of the area known as King's Landing, Keaukaha Tract II. Under this disposition of trust land to MAHA, the Commission desires to delegate to MAHA the primary power to regulate and manage all oversight and monitoring functions necessary to maintain peace and harmony amongst the residents of King's Landing who are members in good standing of MAHA.

Furthermore, the Commission has executed this disposition in order to allow MAHA to assume primary responsibility for determining the standards of acceptable conduct of residents. The HHC intends to defer and delegate all daily management responsibility over King's Landing to MAHA under the terms and conditions established under the right-of-entry granted to MAHA. In order to establish clear standards for conduct by members of MAHA, and the basis for enforcement action by the Commission, pursuant to a duly authorized action of its Board of Directors, MAHA adopts and ratifies this Code to govern the actions of MAHA members who are residents at King's Landing and the standards for occupying portions of the area.

I. CODE OF CONDUCT

A. Criminal Conduct. All MAHA members shall not engage in criminal conduct at King's Landing. If the conduct threatens or involves physical harm or imminent danger to the safety of any member or associate member of MAHA, including, but not limited to:

- Physical assault
- Terroristic threatening
- Use or discharge of firearms
- Storage of toxic chemicals, metals, or waste

then the MAHA board may authorize and take immediate action necessary to preserve peace and harmony within King's Landing, including expulsion, suspension, or an appropriate restriction on conduct, without basing its action on a criminal conviction or arrest.

If the conduct involves conduct of a less dangerous or threatening nature, including but not limited to:

- Theft
- Trafficking in or storing stolen property

- Gambling

then the board may only take remedial action to match the severity of the impact on any MAHA member or associate member, short of expulsion or suspension of the accused party, unless and until the accused party is convicted of the offense .

B. Other Standards of Conduct.

1. No member shall discharge firearms for hunting or other proper use except at the times and in the areas established by MAHA, as publicly posted on the community bulletin board.
2. No member shall allow pets or other domesticated animals to damage the property of any other member. Any member suffering damage from the actions of a pet or animal of another member shall report violations to any officer of MAHA. After three reported incidents to the MAHA board, any member whose property has been damaged by another member's pet or animal and who removes the pet or animal by notifying the Humane Society shall not be liable to disciplinary action under this code.
3. No member of MAHA may vacate his residence for more than 1 week at a time nor for more than a total of 30 days in any given calendar year, without the express written consent of the MAHA Board of Directors.
4. No person may occupy any portion of King's Landing under the terms of the right-of-entry permit issued to MAHA unless he or she is a probationary or regular member of MAHA in good standing, under the terms and conditions specified in this Code and the bylaws of MAHA.
5. No member or associate member of MAHA shall encourage or allow the occupation of any part of King's Landing by any other party not a member of MAHA. Furthermore, any member or associate member of MAHA shall report any such unauthorized occupation on any part of the area of King's Landing for which he or she is responsible.

II. KANAKA CODE

A. Purpose. This code specifies the standards of habitability and performance by MAHA members in completing construction on the principal dwelling at King's Landing.

B. Probationary Membership. Before any person is granted regular membership in MAHA, he or she shall be a probationary member, as governed by the bylaws of MAHA, until MAHA determines that there has been satisfactory compliance

with the standards enumerated in this code and other applicable provisions of the bylaws of MAHA.

C. Performance Standards.

1. All members must first install an acceptable dry hole toilet at the commencement of construction of any dwelling within King's Landing.
2. All members must, within one year from the date of commencement of construction, demonstrate satisfactory progress in constructing a habitable dwelling. The evidence of satisfactory performance shall be the completion of flooring of the dwelling.
3. All members may be subjected to an inspection of their residence by the Membership Committee of the Board of Directors, or its delegated inspector, upon reasonable notice. Unless unusual circumstances demand shorter notice, the Membership Committee, or its inspector, may enter any residence to inspect the property for compliance under this code upon 24 hours written notice. Unusual circumstances may include the necessity to preserve the life or health of a resident, to prevent the commission of a crime, or to prevent destruction of property.

III. AGREEMENT WITH MAHA

All members of MAHA shall sign a written agreement indicating their intent to be bound by the terms and conditions established under this Code and any applicable bylaws established by the Board. This agreement shall specify that the current or prospective resident at King's Landing shall agree to vacate his or her residence if it is determined by the Board of Directors of MAHA that the individual has violated the standards imposed by this Code.

IV. DETERMINATIONS OF VIOLATIONS

A. Report. Any member of MAHA may report a violation of either the Code of Conduct or the Kanaka Code to the board of the directors of MAHA.

1. Upon receipt of a complaint or report of violation, the board shall give reasonable notice to the alleged violator.
2. The board shall give the alleged violator an opportunity to respond to the complaint before determining whether a violation exists, unless it is impractical to do so or the alleged violator cannot be found.
3. Once the board has determined that a violation has occurred, it shall give the violator the opportunity to correct the violation within a time frame matching the degree of severity of the violation and its impact on MAHA members. In order to dissuade members from violating any of the rules or codes of MAHA, the board may impose the following sanctions on the violator:

- a. assess a fine for the violation not to exceed the reasonable costs of the violation, in cases of minor to moderate impact on other MAHA members;
- b. place the violator on probation, which enables the board to withhold any of the privileges of membership, in cases where the violation has a moderate to severe impact on MAHA members;
- c. suspend the violator from MAHA membership, which enables the board to temporarily suspend a member from all benefits and privileges of being a MAHA member, where the board believes the violation has a serious impact on MAHA members, or where there has been a past pattern of violations of rules having moderate to serious impacts on other MAHA members;
- d. expel the violator, thereby terminating the violator from any future membership and participation in MAHA, in cases of extremely severe health and safety impacts on MAHA members, or where there has been serious, flagrant or chronic disregard for the rights and privileges of other MAHA members that require permanent exclusion of the violator from King's Landing.

B. *Final Decision.* The decisions of the board on matters of member discipline shall be final upon the service of a letter signed by the president or his delegated representative upon the violator.

V. PENALTIES AND SANCTIONS

Any violation of the provisions above may be grounds for appropriate penalties and sanctions against a regular or probationary member, as determined by the Board of Directors of MAHA. These penalties and sanctions may include suspension from membership, fines, or expulsion from King's Landing, as determined by the Board of Directors upon the notice and opportunity to be heard provided for in the bylaws of MAHA.

VI. AMENDMENTS

The Board of Directors may, from time to time, amend any part of this Code, in the same manner as that prescribed for amending the bylaws of MAHA.

Ratified by the Board:

(date)

Secretary

Revised by the Board:

(date)

Secretary

JAN- 7-00 FRI 8:36 AM

DEPT. HAWAIIAN HOME LANDS

FAX NO. 808 697663

P. 2
FORM D2-1
7/99

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
1010 Richards Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810

ARTICLES OF INCORPORATION

(Section 415B-34, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, desiring to form a nonprofit corporation under the laws of the State of Hawaii, certify as follows:

I

The name of the corporation shall be:

MALAMA KA'AIIWA HAWA KA'AIIWA INC.

II

The mailing address (must be a street address including number, street, city, state, and zip code) of the initial or principal office of the corporation is:

15-2712 NEHU STREET PAHOA HAWAII 96778

III

The period of its duration is perpetual.

IV

Section 1. The purpose(s) for which the corporation is organized is:

SEE ATTACHED SHEET

and the transaction of any or all lawful activities for which nonprofit corporations may be incorporated under Chapter 415B, Hawaii Revised Statutes.

Section 2. And in furtherance of said purposes, the corporation shall have all powers, rights, privileges and immunities, and shall be subject to all of the liabilities conferred or imposed by law upon corporations of this nature, and shall be subject and have all the benefits of all general laws with respect to nonprofit corporations.

EXHIBIT 2

SAN- 7-00 FRI 8:36 AM

DEPT. HAWAIIAN HOME LANDS

FAX NO. 808 697663

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FORM DZ-1
7/99

V :

The number of directors shall not be less than three (3). The number of directors constituting the initial Board of Directors is

Four (4) . The names and residence addresses of the initial directors are as follows:

	<u>Name</u>	<u>Residence Address</u>
1.	<u>Joseph ANGAY</u>	<u>P.O. Box 1563 Pahoa Hi 96778</u>
2.	<u>Lawton Kipapa</u>	<u>179 KRAUSS Ave. Hilo, Hi 9672</u>
3.	<u>William MEYERS</u>	<u>P.O. Box 491 Papaikou, Hi 96781</u>
4.	<u>KELii IOANE</u>	<u>P.O. Box 5174 Hilo, Hi 96720</u>

VI

The officers of the corporation shall consist of a president, a vice-president, a secretary and a treasurer. The names and residence addresses of the initial officers are as follows:

<u>Office Title</u>	<u>Name</u>	<u>Residence Address</u>
President	<u>FRANCIS LAINANA Jr</u>	<u>P.O. Box 4174 Hilo, Hi 96720</u>
Vice-President	<u>JAMES E.K. Iopa Sr.</u>	<u>P.O. Box 5582 Hilo, Hi 96720</u>
Secretary	<u>Audrey Pakani</u>	<u>2417 KALANIANAOLE ST. 96720</u>
Treasurer	<u>ROBERTA A. VEA</u>	<u>P.O. Box 5754 Hilo, Hi 9672</u>

EXHIBIT 2

The mission of Malama Ka 'Aina Hana Ka 'Aina Inc. is exclusively for RELIGIOUS, CHARITABLE, EDUCATIONAL, and CULTURAL purposes. The goals of the organizations are :

- 1) To preserve and protect the cultural, historic, archaeological heritage and life of the Kings Landing TMK area.
- 2) To help maintain the proper ecological balance of marine life on the shoreline and in the surrounding waters off of Kings Landing.
- 3) To educate and increase the knowledge of Native Hawaiians and their families in the art of alternative subsistence mode of living.
- 4) To assist at least one qualified Native Hawaiian family per year to move into the Kings Landing area and to live in the alternative subsistence mode of living.
- 5) To create a cultural school in the Kings Landing area and to teach the children who reside in the Kings Landing area cultural aspects of ancient Hawaiian living which shall include but not limited to one or more of the following:
 - a) Halau building
 - b) Fishing
 - c) Farming
 - d) Lauhala weaving
 - e) Hula
 - f) Hawaiian language
 - g) Hawaiian medicinal plants ; etc.
- 6) To conduct research into the location and significance of all cultural aspects of the Kings Landing TMK area.
- 7) To assist the full time residents of Kings Landing in obtaining long term leases for the purpose of living and farming on the Kings Landing TMK area.

JAN- 7-00 FRI 8:36 AM

DEPT. HAWAIIAN HOME LANDS

FAX NO. 808 697663

P. 4

VII

(Complete only if applicable)

The corporation does not have an officer or director who is a resident of Hawaii. The corporation shall have and continuously maintain in the State of Hawaii a registered office and a registered agent.

- a. The name of the corporation's registered agent in the State of Hawaii is:

N/A

- b. The street address of the corporation's registered office in the State of Hawaii is:

N/A

VIII

- ☒ The corporation has members.
☐ The corporation has no members.

IX

The corporation is nonprofit in nature and shall not authorize or issue shares of stock. No dividends shall be paid and no part of the income or profit of the corporation shall be distributed to its members, directors, or officers, except for services actually rendered to the corporation, and except upon liquidation of its property in case of corporate dissolution.

We certify under the penalties of Section 415B-158, Hawaii Revised Statutes, that we have read the above statements and that the same are true and correct.

Signed this 27 day of October, 1999.

Francis K Laimana Jr
(Type/Print Name of Incorporator)

JAMES EK Iopa Sr
(Type/Print Name of Incorporator)

Francis K Laimana Jr
(Signature of Incorporator)

James EK Iopa Sr
(Signature of Incorporator)

EXHIBIT 2

BY-LAWS**OF****MALAMA KA 'AINA HANA KA 'AINA, INC.****I. NAME**

This organization shall be known as Malama Ka 'Aina Hana Ka 'Aina, Inc.

II. OFFICE

The location of the principal office of this organization shall be Kings Landing, Hilo Hawaii, State of Hawaii. It may have other or branch offices in such places within the State of Hawaii or elsewhere as requisite or necessary for transacting the affairs or in furthering the purposes of the organization.

III. PURPOSES

The mission of Malama Ka 'Aina Hana Ka 'Aina, Inc. is exclusively for Religious, Charitable, Educational, and Cultural purposes. The objectives of the organization are:

1. To preserve and protect the cultural, historic, archaeological heritage and life of the Kings Landing IMK AREA 2-1-13-1 Keaukaha Tract II.
2. To help maintain the proper ecological balance of marine life on the shoreline and in the surrounding waters off Kings Landing.
3. To educate and increase the knowledge of the Native Hawaiians and their families in the art of alternative subsistence living in the Kings Landing area.
4. To assist at least one qualified Native Hawaiian family per year to move into the Kings Landing area and to live in the alternative subsistence mode of living.
5. To create a cultural school in the Kings Landing area to teach the children of Hawaii cultural aspects of ancient Hawaiian living, which shall include but not be limited to one or more of the following:
 - a. Halau building
 - b. Fishing
 - c. Farming
 - d. Lauhala weaving
 - e. Hula
 - f. Hawaiian Language
 - g. Medicinal plants

6. To conduct research into the location and significance of all cultural aspects of the area.
7. To assist the full time residents of Kings Landing in obtaining long term leases for the purpose of living and farming on the aina of Kings Landing.

ALL RESIDENTS HAVE TO RESIDE FULL TIME.

ALL FULL TIME RESIDENTS HAVE TO BE MEMBERS

IV. MEMBERSHIP

1. **ELIGIBILITY:** The following shall be eligible for membership in the organization:
 - A. Any full time resident of Kings Landing. A full time resident of Kings Landing is defined as follows:
 1. A person who is qualified under the rules of Hawaiian Homes to obtain a lease from Hawaiian Homes and who is currently on the Hawaiian Homes waiting list.
 2. A person who resides in the Kings Landing area, and who lives in that home full time.
 3. A person who spends at least ten percent of his or her time each week at the home in Kings Landing in the practice of Malama Ka 'Aina Hana Ka 'Aina, unless the person is away on business, vacation, or medical purposes.
 - B. Any spouse or heir of persons qualifying under paragraph A, section 1, who resides full time in the Kings Landing area.
 - C. Any person who has proven his or her desire to assist the residents of Kings Landing and is voted into membership by a majority of the members of the organization.
2. **MEMBERSHIP:** A one time membership fee of \$10 and monthly dues of \$5 will be applied to become eligible as a member of this organization.
3. **RIGHTS OF MEMBERS:** The right of a full time resident member to vote and all his or her rights in the organization shall be continuous and shall not be transferable. These rights shall cease on the termination of the person's membership or upon his or her death.
4. **RESIGNATION:** Any member may resign from the organization by delivering a written resignation to the President or Secretary. His or her membership dues will NOT be refunded. *DUES THE PERSON CONTINUE TO RESIDE IN KING'S LANDING.*

V. MEMBERSHIP MEETING

1. **ANNUAL MEETINGS:** A meeting of the members of the organization shall be

held during the first four months following the close of each fiscal year from January 1 through December 31 at such time and place as may be determined by the Board of Directors. At such annual meetings, plans for the ensuing year shall be discussed and other business pertaining to the organization shall be acted upon.

2. **SPECIAL MEETINGS:** Special meetings of the members may be called at any time by the Board of Directors or the President upon request of ten percent of membership.
3. **NOTICES OF MEETINGS:** A written notice of the membership meeting shall be given. The notice shall state the date, time, and place of the meeting. The notice shall be posted or hand delivered not less than five (5) days before the meeting.
4. **QUORUM:** The quorum at the annual and the special meetings shall consist of not less than five (5) members.
5. **VOTING:** A quorum of full time resident members shall decide by vote any question brought before such a meeting, unless otherwise required by law or by these by-laws. There shall be no proxy.
6. **RIGHTS AND PRIVILEGES OF MEMBERS:** The rights and privileges of members shall be as stated in the by-laws and rules and regulations.
7. **COMMITTEES:** The Board of Directors may from time to time form committees as it deems necessary.

VI. BOARD OF DIRECTORS

1. **MEMBERSHIP:** There shall be a Board of Directors of not less than three (3) members and not more than fifteen (15) members.
2. **QUALIFICATIONS:** To qualify for the Board of Directors, a person must be a full time resident of Kings Landing as defined in Article IV, Section 1-A, and have lived in his or her dwelling for at least two (2) years.
3. **TERMS OF OFFICE:** Each director shall be elected by the membership at the annual meeting and shall serve a term of two (2) years. There shall be no limit in the number of terms that a member may serve as Director.
4. **VACANCIES:** The Board of Directors shall fill five (5) vacancies on the board by majority vote. Appointed board members shall serve out the terms of those they have replaced.
5. **RESIGNATION:** A Director may resign from office providing written notice is given to the Secretary.
6. **REMOVAL:** A member of the Board of Directors may be removed from office by a two-thirds vote of the members in attendance but not less than a quorum for just cause. Board members in question may not vote.

7. **POWERS:** The Board of Directors shall conduct the business of the organization and shall accede to the wishes of the membership as determined at the annual and special meetings.
8. **OFFICERS:** There shall be at least four (4) officers: President, Vice President, Secretary, and Treasurer. All officers shall be Native Hawaiians elected by members at the annual meeting and shall serve a term of two (2) years. There is no limit on the number of terms an officer may serve. An officer is automatically a member of the Board of Directors.
9. **DUTIES OF OFFICERS:** The duties of the officers shall be those normally assigned to that particular office and shall include others that are prescribed by the membership.
 - A. **PRESIDENT:** The President shall be the principal officer of the organization. In general, the President shall oversee the business and affairs of the organization. The President shall be an official member of all committees and shall preside over all business meetings of the members and the board. The President shall sign all contracts and other instruments authorized to be executed, unless the signing and execution are expressly delegated by these by-laws or by the Board of Directors or are required by law to be performed by some other officer or agent of the organization. The President shall perform such other duties as are incident to the office or required by the Board of Directors.
 - B. **VICE PRESIDENT:** The Vice President shall assist the President and shall be an ex-officer member of all committees. In the absence of the President, the Vice President shall assume the powers and duties of the President. In case of a vacancy in the office of President, the Vice President shall automatically become President and serve out the unexpired term of the predecessor in office.
 - C. **SECRETARY:** The Secretary shall keep minutes of all meetings of the members and the Board of Directors. The Secretary shall see that all notices of meetings of members and Board of Directors are given as required by these by-laws; shall ensure proper maintenance of organization records; shall keep an official membership roll with names of all members; shall sign with the President all contracts and other instruments authorized to be executed, unless the signing and execution are expressly delegated by these by-laws or the Board of Directors, or are required by law to be performed by some other officer or agent of the organization. The Secretary shall perform such other duties as are incident to the office or are required by the President.
 - D. **TREASURER:** The Treasurer shall have charges and custody of and be responsible for all funds and securities of the organization; shall ensure

proper keeping and maintenance of the organization's books and accounts; shall assure that all money and funds of the organization are deposited to the credit of the organization in such banks or other depositories as shall be designated by the Board of Directors; shall make certain that all payments and disbursements of the organization's funds are for organization purposes as directed by the membership of the Board of Directors; shall see that all expenditures are duly authorized and are evidenced by proper receipts and vouchers; shall receive all money and funds paid to the organization; shall make to members at the close of the fiscal year and at such other times as directed by the Board such reports and financial statements regarding the finances of the organization as may be directed by the President or the Board of Directors; and in general shall perform all other duties incident to the office of Treasurer and as may be assigned by the President. The organization's books and accounts shall be open for inspection by any member of the organization and shall be audited from time to time as required by law or directed by the Board of Directors.

- E. SUBORDINATE OFFICERS: The Board of Directors may from time to time employ such subordinate officers and employees as the affairs of the organization may require at such salaries and on such terms and conditions as may be determined by the Board of Directors.

VII. EXECUTION OF INSTRUMENTS

All checks, drafts or other orders of payment of money, notes, or other evidences of indebtedness issued in the name of the organization shall be signed by the President and Treasurer. The Board of Directors may expressly delegate authority to sign such instruments and other organization documents to some other officer or agent(s) of the organization. The delegation of authority to sign may be general or confined to specific instance.

VIII. FISCAL YEAR

The fiscal year of the organization shall be from January 1 through December 31 of each year unless otherwise determined by the Board of Directors.

IX. AMENDMENTS

Amendments to these by-laws shall be submitted by members to the Board of Directors. Amendments shall be in writing and must be submitted at least

JAN- 7-00 FRI 8:40 AM

DEPT. MALIAN HOME LANDS

FAX NO. 80 97663

P. 11

thirty (30) days prior to an annual membership meeting or a special meeting called for that purpose. All amendments shall require a three-fourths vote of members present at a special membership meeting.

X. NON-PROFIT

The organization is not organized for profit and it shall not issue any stock. No part of the organization's assets, income or earnings shall inure to the benefit or be distributed to any of its members, directors, or officers, except that the organization may pay reasonable compensation for services actually rendered to the organization for its projects or programs. No substantial part of the activities of the organization shall be propaganda or otherwise attempting to influence legislation. The organization shall not participate in or intervene in any political campaign or on behalf of any candidate for public office. Notwithstanding any other provision of these by-laws, the organization shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or corresponding provisions of any future Internal Revenue law, or by any organization contributions which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 or the corresponding provisions of any future United States Internal Revenue Law.

XI. LIABILITY

1. **PERSONAL LIABILITY:** No member of the Board shall be held personally liable for any debts of the organization.

XII. DISSOLUTION

When the organization fails to fulfill its stated purposes, the Board of Directors may declare dissolution of the organization at a membership meeting. Members present shall vote. A three-fourths vote shall be required to dissolve the organization. Six months after a vote of dissolution and payment of all known obligations, the Board of Directors shall donate the remaining funds and assets to other non-profit organizations tax-exempt under Section 501(c)(3) of the Internal Revenue Code.

JAN- 7-00 FRI 8:35 AM

DEPT. HAWAIIAN HOME LANDS

FAX NO. 808 97663

P. 1

Form **SS-4****Application for Employer Identification Number**

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.)

EIN

99-0344737

(Rev. February 1998)

Department of the Treasury
Internal Revenue Service

Keep a copy for your records.

OMB No. 1545-0003

Please type or print clearly.	1 Name of applicant (legal name) (see instructions) MAIAMA KA'AINA HANA KA'AINA INC.	
	2 Trade name of business (if different from name on line 1)	3 Executor, trustee, "care of" name
	4a Mailing address (street address) (room, apt., or suite no.) 15-2712 NEHU ST.	5a Business address (if different from address on lines 4a and 4b) KINGS LANDING
	4b City, state, and ZIP code Pahoa, HI 96778	5b City, state, and ZIP code Hilo, HAWAII 96720
	6 County and state where principal business is located Hilo, Hawaii 96720	
	7 Name of principal officer, general partner, grantor, owner, or trustee (see instructions) Francis K. Laimana Jr.	

8a Type of entity (Check only one box.) (see instructions)

Caution: If applicant is a limited liability company, see the instructions for line 8a.

- | | |
|--|--|
| <input type="checkbox"/> Sole proprietor (SSN) | <input type="checkbox"/> Estate (SSN of decedent) |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Plan administrator (SSN) |
| <input type="checkbox"/> REMIC | <input type="checkbox"/> Other corporation (specify) ▶ |
| <input type="checkbox"/> State/local government | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Church or church-controlled organization | <input type="checkbox"/> Federal government/military |
| <input checked="" type="checkbox"/> Other nonprofit organization (specify) ▶ educational (enter GEN if appropriate) | |
| <input type="checkbox"/> Other (specify) ▶ | |

8b If a corporation, name the state or foreign country (if applicable) where incorporated State Foreign country

- 9 Reason for applying (Check only one box.) (see instructions)
- | | |
|---|--|
| <input type="checkbox"/> Started new business (specify type) ▶ | <input type="checkbox"/> Banking purpose (specify purpose) ▶ |
| <input type="checkbox"/> Hired employees (Check the box and see line 12.) | <input type="checkbox"/> Changed type of organization (specify new type) ▶ |
| <input type="checkbox"/> Created a pension plan (specify type) ▶ | <input type="checkbox"/> Purchased going business |
| | <input checked="" type="checkbox"/> Created a trust (specify type) ▶ |
| | <input checked="" type="checkbox"/> Other (specify) ▶ Non-profit |

10 Date business started or acquired (month, day, year) (see instructions) **October 13, 1999**11 Closing month of accounting year (see instructions) **December 31, 1999**12 First date wages or annuities were paid or will be paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year) **N/A**

13 Highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter -0- (see instructions)

14 Principal activity (see instructions) ▶ **Religious, charitable, cultural, education**15 Is the principal business activity manufacturing? If "Yes," principal product and raw material used ▶ ☐ Yes ☒ No16 To whom are most of the products or services sold? Please check one box. ☐ Business (wholesale) ☐ Public (retail) ☐ Other (specify) ▶ ☐ N/Afor this or any other business? ☐ Yes ☒ No

Post-It® Fax Note	7671	Date 1-6-00	pages ▶ 11
To Mike McElroy	From Skippy Toane		
Co./Dept.	Co.		
Phone #	Phone #		
Fax #	Fax #		

Trade name shown on prior application, if different from line 1 or 2 above.	
Trade name ▶	
Is filed. Enter previous employer identification number if known.	Previous EIN
I agree and believe it is true, correct, and complete	Business telephone number (include area code)
	Fax telephone number (include area code)

Name and title (Please type or print clearly.) ▶ **Francis K. Laimana Jr. (President)**Signature ▶ **Francis K. Laimana Jr.** Date ▶ **October 18, 1999**

Note: Do not write below this line. For official use only.

Please leave blank ▶	Geo.	Ind.	Class	Size	Reason for applying
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For Paperwork Reduction Act Notice, see page 4.

Cat. No. 180597

Form **SS-4** (Rev. 2-98)**EXHIBIT 2**

ITEM NO: D-2
SUBJECT: Issuance of License Agreement, Pacific American Foundation,
Ualapue, Molokai

MOTION/ACTION

Moved by R. Freitas, seconded by H. Kalua. Motion carried unanimously.

ITEM NO: D-3
SUBJECT: Issuance of General Lease, Molokai Church of the Nazarene,
Kalamaula, Molokai

THIS AGENDA ITEM WAS WITHDRAWN

ITEM NO: D-4
SUBJECT: Right-of-Entry Permit to Malama Ka Aina Hana Ka Aina, Inc.,
King's Landing, Keaukaha, Hawaii

MOTION

Moved by H. Kalua, seconded by R. Freitas.

DISCUSSION

Commissioner Holt suggested that the agreement should address the current problems at King's Landing. She asked Mr. Murakami and NHLG to review the current problems and provide the greatest leverage possible to the current families living there. The Commission does not want to be involved in enforcement. Mr. McElroy noted that the intent is to establish self-governance. Mr. Murakami added that they want to fashion something that will not be rigid or complicated and will keep the harmony and spirit of what this ROE is all about.

ACTION

Motion carried unanimously.

ITEM NO: D-5
SUBJECT: Village 4, Villages of Laiopua Acquisition, Kealahou, Hawaii

MOTION/ACTION

Moved by H. Cho, seconded by H. Kalua. Motion carried unanimously.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 29, 2000

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Mike McElroy, Administrator
Land Management Division

SUBJECT: Right-of-Entry Permit to Malama Ka Aina Hana Ka Aina, Inc., King's Landing, Keaukaha, Hawaii

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) authorize the Chairman to issue a new right-of-entry permit to Malama Ka Aina Hana Ka Aina, Inc. for Hawaiian home lands located at King's Landing, Keaukaha, Hawaii, as shown on Exhibit "A", further identified as Tax Map Key No. (3) 2-1-13:01, for use as an alternative lifestyle settlement.

DISCUSSION

Prior Commission Action

On July 27, 1984, the HHC authorized the Chairman to issue a right-of-entry permit for use of Hawaiian home lands identified as "Keaukaha Tract II" and known as "King's Landing" at Keaukaha, Hawaii. Right-of-entry No. 76 (Exhibit "B") was issued on September 24, 1986, subject to a number of conditions, principal of which are the following:

- Use of the land is granted to Malama Ka Aina Hana Ka Aina, Inc. ("MAHA") until a management plan for Keaukaha Tract II is completed and accepted.
- Persons permitted to reside on the land must be qualified native Hawaiians residing on the premises as of July 27, 1984, and either on the applicable waiting list as of the prior date, or in process of applying for an award and whose application is completed by November 30, 1984.

EXHIBIT 3

ITEM NO. D-4

C-2 Jan 2022

Background

Right-of-Entry No. 76 was issued to address the unauthorized residence on Hawaiian home lands of about 25 beneficiary families at King's Landing. The HHC action was based on the theory that, since the Department had no immediate plans to use the property for purposes authorized by the HHCA, this particular area could be used by beneficiaries seeking to establish and live in an alternative lifestyle settlement.

The King's Landing settlement has become a functioning community. As of November, 1999, approximately nine homes were occupied on the property, and all appeared to be in compliance with the environmental standards specified in the permit. MAHA has proven to be an effective coordinating entity for the residents, and operates a community building.

Departmental review of the settlement and discussion with King's Landing residents indicates situations have arisen which were not anticipated when the original permit was issued. Therefore, it is recommended that a new right-of-entry be granted to MAHA, with conditions of the original permit supplemented by additional provisions. The newly identified problems, and solutions recommended to be addressed by amended conditions, are as follows:

1. Ambiguous management authority

Right-of-Entry No. 76 is entered into with MAHA; thus, MAHA is responsible for conformity with permit conditions. However, a number of permit provisions specifically relate to individual "members", or families residing in King's Landing. This can lead to some ambiguity in management: in the event of a violation, who is responsible: MAHA or the offending member?

A clearer line of authority can be drawn if MAHA's powers and responsibilities are expanded and clarified. This will support a greater degree of self-governance by King's Landing settlers through MAHA.

2. Admission of new settlers

Right-of-Entry No. 76 authorized residents by qualified native Hawaiians on the waiting list who had resided on the property as of July 27, 1984. This definition limits eligibility to the 25 original families. With the passage of 16 years' time, many of the original settlers have moved out; our November 1999 field inspection showed that seven of

the originally authorized families were still on the property.

Staff believes that, for the reasons cited in the original permit, procedures should be established to allow new settlers to replace those who desire to relocate from King's Landing. MAHA is preparing new By-Laws, a draft of which is attached as Exhibit C. Article III of the draft by-laws would establish a process for membership. Admission qualifications would include:

- Presence on a Hawaii island waiting list
- Verification of native Hawaiian blood quantum
- Application to and acceptance by MAHA
- Completion of probationary membership

Under the permit conditions, residence would be limited to 25 families, the same number as authorized under the Right-of-Entry No. 76.

3. Individual and community standards

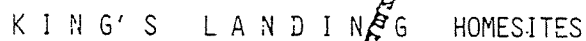
Homesteaders are governed by standards enunciated in the Hawaiian home land lease. King's Landing settlers are not lessees; thus, standards need to be established by other means.

MAHA has prepared a draft "Code of Malama Ka Aina Hana Ka Aina", attached as Exhibit D. This would establish both a code of conduct binding upon members and standards of construction habitability and performance. These standards would be incorporated in the new right-of-entry, and under its' by-laws MAHA would be empowered to discipline violators.

RECOMMENDATION

Land Management Division requests approval of the recommended motion as stated.

1671

PELEKANE, J. — ~~1~~ X

ITEM NO. D-4

EXHIBIT 3
C-2 Jan 2022

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

RIGHT-OF-ENTRY NO. 76

THIS AGREEMENT, made and entered into as of this 24th
day of September, 1986, by and between the DEPART-
MENT OF HAWAIIAN HOME LANDS, STATE OF HAWAII, hereinafter
referred to as "GRANTOR," and MALAMA KA AINA HANA KA AINA, INC.,
an incorporated association, whose permanent mailing address is
P. O. Box 5174, Hilo, Hawaii, 96720, hereinafter referred to
as "GRANTEE."

WITNESSETH THAT:

WHEREAS, GRANTOR owns and has sole jurisdiction over
lands identified as Keaukaha Tract II, Tax Map Key 2-1-13:01,
on the Island of Hawaii; hereinafter referred to as "King's
Landing;"

WHEREAS, GRANTOR has established as two of its principal
goals: (1) the restoration of trust assets; and, (2) the
acceleration of distribution of Hawaiian home lands for
homesteading purposes;

WHEREAS, GRANTOR will be developing a management plan for
the King's Landing area in order to attain its goal of
accelerating the distribution of Hawaiian home lands for
homesteading purposes;

WHEREAS, members of GRANTEE are presently utilizing and
occupying portion of King's Landing; and

WHEREAS, GRANTOR is desirous of lawfully permitting
members of GRANTEE continued use and occupancy by way of this
right-of-entry until completion of the management plan and
acceptance thereof by the Hawaiian Homes Commission or such
other time as the Commission may determine;

EXHIBIT "B"

ITEM NO. D-4

EXHIBIT 3

C-2 Jan 2022

WHEREAS, at its meeting of July 27, 1984, the Hawaiian Homes Commission authorized GRANTOR to issue rights-of-entry to qualified applicants on GRANTOR's waiting list for homestead awards if the applicants were residing at King's Landing on July 27, 1984; and,

WHEREAS, members of GRANTEE are qualified applicants on the GRANTOR's waiting list for homestead awards and were residing at King's Landing on July 27, 1984.

NOW THEREFORE, in consideration of the above premises, GRANTOR hereby grants to GRANTEE a right-of-entry authorizing members of GRANTEE to enter upon Hawaiian home lands at King's Landing to occupy and utilize those areas designated in Exhibit "A," which is attached hereto and made a part of this Agreement, subject to the following terms and conditions:

1. Term. This right-of-entry shall remain in effect until the management plan for King's Landing is completed and accepted by the Hawaiian Homes Commission and continued occupancy of said premises will interfere with the implementation of the management plan.

2. Occupation. Each member of GRANTEE occupying the premises under this right-of-entry shall be required to reside within the member's area as shown in Exhibit "A," for the term of this agreement.

3. Area of Right-of-Entry. The area to be utilized by each member under this right-of-entry shall not exceed three acres and shall be within the area designated in Exhibit "A."

4. Land Rental. GRANTEE shall pay to GRANTOR a rental of ONE AND NO/100 DOLLARS (\$1.00) for the term of this right-of-entry, payable upon demand.

5. Insurance. GRANTEE shall, for itself and its members occupying their respective designated areas in the King's Landing area under this right-of-entry, at its expense, procure and keep in force during the term of this right-of-entry, general comprehensive public liability insurance of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and coverage of at least FIFTY THOUSAND DOLLARS (\$50,000) against the claims of third persons for property loss or damages. The insurance shall be obtained from an insurance company or surety company authorized to do business in the State of Hawaii. The insurance policy or policies shall name GRANTOR as an additional insured. GRANTEE shall, within thirty (30) days from the date of execution of this right-of-entry, deliver to GRANTOR'S District Project Manager at the Project Office in Keaukaha, Hawaii, a copy of the insurance policy or policies, or, in lieu thereof, a certificate or certificates issued by the insurance company or surety company showing the insurance coverage, the amount of coverage and names of the insured.

6. Sanitation. GRANTEE shall ensure that each member maintains the respective areas as shown in Exhibit "A," and improvements thereon in a clean and safe condition such that public and community health and safety would not be endangered. The officers of GRANTEE shall conduct inspections of the premises and improvements of their members occupying their respective designated areas under the terms of this right-of-entry. GRANTEE shall give its members fifteen (15) days' notice to correct any unsanitary or hazardous conditions found on the premises.

7. Utilities. GRANTEE and its members agree that GRANTOR shall not be responsible for providing any water, electricity, or any other utility services.

8. Taxes. GRANTEE agrees to pay all taxes and assessments, if any.

9. Maintenance of historical and cultural sites. GRANTEE shall be responsible for the maintenance and preservation of historical and cultural sites contained within the area covered under this right-of-entry.

10. Inspection by GRANTOR. It is expressly understood and agreed that GRANTOR, or any agent or employee of GRANTOR, may enter and inspect the area covered by this right-of-entry at any reasonable hour with seven days prior written notice except as may be otherwise necessitated by health and/or safety consideration.

11. Termination/Revocation. This right-of-entry may be terminated by GRANTEE without cause upon thirty (30) days' written notice to GRANTOR. GRANTEE shall terminate the right of any member to occupy their designated area under this right-of-entry upon giving thirty (30) days' written notice for the following reasons:

- a. That member is found to be not residing on the member's designated area; or
- b. The member's designated area is found to have unsanitary or hazardous conditions which have not been corrected after fifteen (15) days' notice from GRANTEE.

Otherwise this right-of-entry will terminate as provided in paragraph 1.

12. Removal of Improvements and Personal Property. All improvements erected or placed on the premises by GRANTEE or any GRANTEE's member shall be and remain the personal property of GRANTEE or its respective member. Upon expiration, termination, or revocation of this right-of-entry, GRANTOR

shall have the right to require GRANTEE to remove any and all improvements, personal property, and appurtenances on the land and the cost of such removal shall be borne by GRANTEE. If GRANTEE fails to effectuate such removal within thirty (30) days or such additional period as GRANTOR may for good cause allow from the date notice given by GRANTOR, GRANTOR shall have the right to remove any and all improvements, and other personal property, and appurtenances on the land and to charge the cost of removal to GRANTEE. In the event GRANTEE, pursuant to paragraph 6, terminates the right of a member to occupy the member's designated area under the terms of this right-of-entry, each member shall remove within thirty (30) days from date of termination or such additional period as may be allowed, said member's improvements and other personal property.

13. Liquidated Damages. If GRANTEE or any GRANTEE's member does not vacate the premises upon the expiration, termination or revocation of this right-of-entry, GRANTEE shall pay GRANTOR liquidated damages at the rate of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each day GRANTEE or any of its members remain on the premises beyond the date of revocation, expiration, or termination.

14. Court Costs. As native Hawaiian beneficiary, the members of GRANTEE reserve the right to protect their rights in a court of law. If any court action arises, GRANTEE and its members agree to pay their own court costs and attorney's fees.

15. Nontransferability of interest. Neither GRANTEE nor any GRANTEE's member under this right-of-entry shall have the right, in whole or in part, to transfer, assign, sublet or

in any way, convey any interest in his or her designated area. Any such transfer or assignment shall be void and constitute grounds for termination by GRANTOR.

16. Organizational status of Grantee and its members.

GRANTEE agrees to submit to GRANTOR a copy of its Articles of Incorporation as a non-profit association, a copy of its association by-laws, and a list of its members participating under this right-of-entry.

17. Change of condition or circumstances; notice.

Each party to this Agreement agrees to inform the other in the event there is any substantial change in the status of a party or the condition or circumstances in the area.

18. This Agreement shall not apply to those members of GRANTEE who were not qualified applicants on GRANTOR's waiting list for residential homesteads as of July 27, 1984, and were not residing at King's Landing on that date.

19. Other Conditions. It is expressly understood and agreed that:

- a. Members of GRANTEE shall not interfere with access along or over roads and fishing trails at King's Landing, or along or over the shoreline and ocean abutting King's Landing.
- b. GRANTEE's representatives shall participate in the development of the management plan for the King's Landing area which participation shall include but not be limited to membership on the advisory committee as part of the management plan development. Such management plan to include but not be limited to considering prototype alternative lifestyle settlements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

By Georgiana K. Padeken
 GEORGIANA K. PADEKEN, CHAIRMAN
 HAWAIIAN HOMES COMMISSION

APPROVED AS TO FORM:

MALAMA KA AINA HANA KA AINA, INC.
A Hawaii incorporated association

By Kelli W. Ioane
KELLI W. IOANE,
its President

By James Pelekane
JAMES PELEKANE,
its Vice-President

By Agnes Benedicto
AGNES BENEDICTO,
its Treasurer

By Carol P. Ioane
CAROL P. IOANE,
its Secretary

STATE OF HAWAII

County of Hawaii

)
:SS
)

On this 16th day of September, 1985,
before me appeared KELII W. IOANE, JAMES PELEKANE, AGNES BENEDICTO,
AND CAROL R. IOANE, to me personally known, who, being by me duly
sworn or affirmed, did say that they are the President,
Vice-President, Treasurer, and Secretary, respectively, of MALAMA
KA AINA HANA KA AINA, INC., an incorporated association, and
that the instrument was signed in behalf of the association by
authority of its Board of Directors or Trustees, and KELII W.
IOANE, JAMES PELEKANE, AGNES BENEDICTO, and CAROL R. IOANE
acknowledged the instrument to be the free act and deed of the
association and that the association has no corporate seal.

[Signature]
NOTARY PUBLIC, STATE OF HAWAII

My Commission expires: 3/27/87

STATE OF HAWAII)
 : ss
 CITY & COUNTY OF HONOLULU)

On this 24th day of September, 1986,
before me personally appeared Georgiana K. Padeken, to me
personally known, who, being by me duly sworn, did say that she
is the Chairman of the Hawaiian Homes Commission and the person
described in and who executed the foregoing instrument and
acknowledged to me that she executed the same freely and
voluntarily for the use and purposes therein set forth.

Notary Public, State of Hawaii

My commission expires: 9/1/84

DRAFT
(Feb. 16, 2000)

**BYLAWS OF
MALAMA KA'AINA HANA KA'AINA, INC.**

Article I - Establishment

- A. The location of the principle office of this corporation shall be at King's Landing, Keaukaha Tract II.
- B. The board of directors may designate other locations as required or necessary to conduct the corporation's business or further the purposes of the organization.

Article II - Purposes of the Organization

- A. This corporation is being formed as a 501(c)(3) tax-exempt organization for purposes specified in section 501(c)(3) of the Internal Revenue Code. including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code.
- B. Malama Ka'Aina Hana Ka'Aina, Inc.'s intent is to specifically operate as a nonprofit organization for the benefit of the public. Malama Ka'Aina Hana Ka'Aina, Inc. (hereafter, "MAHA") is authorized to undertake any activities which are necessary to achieve its objectives. Its mission is limited to exclusively religious, charitable, educational, and cultural purposes. The objectives of the organization are:
 - 1. To preserve and protect the cultural, historical, and archeological heritage of the area designated by TMK 2-1-13-1, otherwise known as Keaukaha Tract II (hereafter, "Kings Landing").
 - 2. To help maintain the proper ecological balance of marine life on the shoreline and in the surrounding waters off King's Landing.
 - 3. To serve as a democratically-controlled governing entity for the families living at King's Landing:
 - 4. To educate and increase the knowledge of the Native Hawaiians and their families in the art of alternative subsistence living.
 - 5. To create a cultural school in the King's Landing area to teach the children of Hawaii cultural aspects of ancient Hawaiian living, which shall include, but not be limited to, the following:
 - a. Heiau building
 - b. Fishing
 - c. Farming
 - d. Lauhala weaving
 - e. Hula
 - f. Hawaiian language

- g. Medicinal plants
- 6. To facilitate and support research into the history and significance of the cultural aspects of the area.
- 7. To assist the full-time residents of Kings Landing in obtaining long term leases for the purposes of living and farming on the Kings Landing TMK area.
- 8. To operate as a democratically-controlled entity that exercises governance powers over the conduct of human activity within King's Landing, subject only to the terms of whatever license, permit or lease that may be issued to MAHA by the Hawaiian Homes Commission.

Article III - Membership

- A. Eligibility: Any person meeting the following criteria shall be eligible for membership:
 - 1. Any full time resident of Kings Landing is eligible for membership in the corporation. A full time resident is defined as a person who:
 - i. Is at least 21 years old
 - ii. Is a native Hawaiian (as confirmed by acceptance of the applicant's application by the DHHL).
 - iii. Has applied to and qualified for a lease from Hawaiian Homes and who is currently on the Hawaiian Homes waiting list.
 - iv. Resides in the Kings Landing area. A person resides in the Kings Landing area if the person currently lives in a home at Kings Landing full time.
 - v. Spends at least ten percent of his or her time each week at the home in Kings Landing engaged in promoting one of the purposes of MAHA outlined above, unless the person is away on business, vacation, or medical purposes.
 - 2. Any spouse, dependent or heir of persons qualifying under paragraph A, who resides full time in the Kings Landing area.
 - 3. Any person qualified above, who has proven his or her desire to assist the residents of Kings Landing and is voted into membership by a majority of the members of the organization.
- B. Effect of MAHA membership: All members of MAHA must be accepted as members, remain duly eligible members of MAHA, and abide by any rules established by MAHA pursuant to these bylaws in order to be covered under any permit, license or lease that may be issued by the Hawaiian Homes Commission to MAHA for the use and occupation of King's Landing. No other party may claim any right to reside at King's Landing without qualifying for membership and being a member of MAHA recognized by the Board. By maintaining membership in MAHA, each member agrees to participate in the activities of MAHA in order to allow the corporation to effectively govern the use of areas within King's Landing under the terms of any license, permit or lease that the Hawaiian Homes Commission may grant to MAHA.

- C. Process for Member Acceptance: To be designated a qualified member of the organization, full time residents must apply to and be accepted by the Board of Directors. The Board shall base its selection criteria on, at a minimum, the applicant:
- a) Agreeing in writing to abide by the bylaws and rules of MAHA.
 - b) Participating in the preparation, amendment and adoption by the Hawaiian Homes Commission of a management plan as a basis for future land use in the area.

From time to time, the Board may adopt and prescribe additional criteria in accordance with the provisions and procedures contained in Article ____.

- D. Probationary Period of Membership: Upon the acceptance by the Board of any prospective member of the corporation, that person shall be placed on probation, during which time they must meet certain minimum performance requirements to build a safe and habitable residence on their section of King's Landing designated by the Board, including, but not limited to:
- a) Within 12 months of Board acceptance for probationary membership, the probationary member must complete the frame, flooring and roof of the structure; and
 - b) Within 18 months of applying for membership, the probationary member must complete the residence structure so that it is inhabitable occupied full time by the probationary member.

Upon satisfactory performance of the conditions above, the Board may act to grant the probationary member regular membership status, subject to the person's continued compliance with the Code of Conduct.

- E. Assessment: All probationary and regular members shall pay a one-time membership fee of \$10.00 and monthly dues of \$5.00 to MAHA for the expenses of the corporation. The Board may amend this schedule of fees from time to time as required to meet expenses of the corporation.
- F. Code of Conduct: All members, probationary and regular, are subject to a code of conduct. At a minimum, the Code shall prohibit any criminal activity by any member, establish any requirements for notice to the offending member, the process for investigating and reviewing allegations of violations, and prescribe sanctions for any violation, which shall include fines, warnings, reprimands, suspension or permanent removal or expulsion from the King's Landing area by DHHL, in accordance with the provisions of Article _____. The Board shall adopt the Code prior to granting any membership status to any applicant. Prior to the imposition of sanctions, the member shall be entitled to reasonable prior notice of the violation and an opportunity to be heard before the Board of Directors. Any final decision on reported violations shall be based on the determinations of the Board and a formal report to the Department of Hawaiian Home Lands.

- G. Membership Register and Map: The secretary of the Board shall maintain a register of all acceptances of probationary and regular memberships, as well as any terminations of memberships. The register shall specify the name of each qualified and terminated member, and designate the location of each such member's current residence on an appropriate map designating the locations of each residence at King's Landing. The secretary shall retain this membership register at the organization's principle office and shall be periodically update and provide a copy to the Department of Hawaiian Homelands.
- H. Nature of Membership Rights: The rights of full time members in this organization shall be continuous and non-transferable. These rights shall cease upon the termination of the person's membership or upon his or her death. Any person seeking to succeed to the residence of a deceased or terminated member must qualify as a member in the same manner as provided in these bylaws.
- I. Member Obligations Upon Termination of Membership: Any member may resign from the organization by delivering a written resignation to the President or Secretary. His or her membership dues will not be refunded. Once a person has resigned or been terminated as a member of the corporation, he or she must remove all of his or her personal possessions from the location at which he or she resided at King's Landing and leave the area free of any debris, personal articles, garbage or waste. Unless otherwise directed by the Board, the same person must dismantle any structure used as a residence or any other improvements to the property for which he or she is responsible. If the board does elect to allow the former member's residence to remain in place, the member shall not have any right to seek reimbursement for the cost of improvements.

Article IV - Membership Meetings

- A. Place of Membership Meetings: All meetings of the membership shall be held at a location in King's Landing designated by the Board.
- B. Date of Meetings: A meeting of the members of the organization shall be held during the first four months following the close of each fiscal year from January 1 through December 31 at such time and place as may be determined by the Board of Directors. At such annual meetings, plans for the ensuing year shall be discussed and other business pertaining to the organization shall be acted upon.
- C. Special Meetings: Special meetings of the members may be called at any time by the Board of Directors or the President upon request of twenty percent of membership.
- D. Notice: A written notice of any regular membership meeting shall be given. The notice shall be posted or hand delivered not less than five (5) days before the meeting. The notice shall state the date, time, and place of the meeting. If the meeting is being held for election purposes, notice should contain the names of all

nominees/candidates. Notices for special meetings shall be the most reasonable means of notifying members by the most effective means available.

- E. Quorum: The quorum at the annual and the special meetings shall consist of not less than five (5) members.
- F. Decisions of the Membership: A majority of full time resident members attending the meeting called shall decide by vote any question brought before such a meeting, unless otherwise required by law or by these by-laws.
- G. Vote: All members have one vote. There shall be no proxy.
- H. Procedure: Robert's Rules of Order shall be used for conducting the corporation's meetings, where there is any dispute as to the applicable procedure to use.

Article V - Board of Directors

- A. Composition: There shall be a Board of Directors consisting of not less than five (5) members and not more than eleven (11). At any given time, the membership of the board shall consist of an odd number of directors and officers. All Directors shall serve for no compensation. The initial officers of the corporation shall serve as the initial Board of Directors. Within 180 days of the initial meeting of the board, its members may fill up to the nine (9) vacancies on the board by majority vote.
- B. Qualifications: To qualify for the Board of Directors, a person must be a full-time resident of Kings Landing as defined below, and have lived in his or her dwelling for at least two (2) years.
- C. Power to Act: Subject to the limitations and requirements of the State of Hawai'i, all activities of the corporation will be conducted, and all powers of the corporation shall be exercised, by and under the direction of the Board of Directors. The Board of Directors shall conduct the business of the organization and, and whenever there is conflict, shall accede to the wishes of the membership as determined at the annual and special meetings. Any decision made by the made by the majority of the directors present at a meeting duly held will qualify as an act of the Board of Directors, unless prohibited by the Articles of Incorporation, or federal or state laws.
- D. Term of Office: Each director shall be elected by the membership at the annual meeting and shall serve a term of four (4) years. There shall be no limit in the number of terms that a member may serve as Director.
- E. Parameters of Meetings: The primary location of Board Meetings shall be designated by the Board. The Board shall determine the frequency of meetings. All meetings shall be open to members of the Association. The Board shall establish a schedule for regular meetings, which shall be a designated time and date, at a

designated place. The Secretary of the Board shall provide written notice to all members of the schedule for regular board meetings.

- F. Special Meetings: The President may call a special meeting in cases of emergency or other exigent circumstances, provided that he/she provides notice reasonably calculated to inform, and give reasonable opportunity to attend to, all members of the Board.
- G. Quorum: The quorum for any meeting of the Board shall be a majority of the sitting members of the Board.
- H. Removal and Vacancies: A Director may resign from office providing written notice is given to the Secretary. A member of the Board of Directors may be removed from office by a two-thirds vote of the members in attendance but not less than a quorum for just cause, where a quorum is possible. Board members in question may not vote. The remaining members of the board may replace any director who has resigned or been removed by a majority of the remaining votes. Appointed board members shall serve out the terms of those they have replaced.
- I. Liability: The Directors of the corporation shall not be personally liable for the debts, liabilities, and other obligations of the corporation, unless they have violated their fiduciary duties to the corporation. The Officers and Directors of the corporation are indemnified to the fullest extent of the laws of the State of Hawai'i.
- J. Corporate obligations. The Board is authorized to obtain liability insurance, or enter into applicable contracts, as may be required from time to time in order to fulfill its purposes.

Article VI - Officers of the Corporation

- A. Composition: The Board of Directors shall select from amongst them the officers of the corporation. There shall be at least four (4) officers: President, Vice-President, Secretary, and Treasurer. Each officer shall serve a term of two (2) years or coincide with his or her term as a Board member. There is no limit on the number of terms an officer may serve. An officer is automatically a member of the Board of Directors.
- B. Qualifications: All officers shall be Native Hawaiians.
- C. President: The President shall:
 - 1. be the principal officer of the organization;
 - 2. oversee the business affairs of the organization.
 - 3. preside over all business meetings of the members and the board
 - 4. sign all contracts and other instruments authorized to be executed, unless the signing and execution are specifically delegated by these bylaws or by

- the Board of Directors or are required by law to be performed by some other officer or agent of the organization.
 5. perform such other duties as are incident to the office or required by the Board of Directors.
 6. The President may appoint committees or delegate duties as may be required by the Board or as required to effectively implement the programs and decisions of the Board.
- G. Vice-President: The Vice-President shall assist the President and shall be an ex-officer member of all committees. In the absence of the President, the Vice-President shall assume the powers and duties of the President. In case of a vacancy in the office of the President, the Vice-President shall automatically become President and serve out the unexpired term of the predecessor in office.
- H. Secretary: The Secretary shall keep the minutes of all meetings of all members and the Board of Directors. The Secretary shall:
1. see that all notices of meetings of members and the Board of Directors are given as required by these bylaws;
 2. ensure proper maintenance of organizational records;
 3. keep an official membership roll with names of all members;
 4. sign with the President all contracts and other instruments authorized to be executed, unless the signing and execution are expressly delegated by these bylaws or the Board of Directors, or are required by law to be performed by some other officer or agent of the organization.
 5. such other duties as incident to the office or are required by the President.
- I. Treasurer: The Treasurer shall:
1. receive all money and funds paid to the organization;
 2. have charges and custody of and be responsible for all funds and securities of the organization;
 3. ensure proper keeping and maintenance of the organization's books and accounts;
 4. assure that all money and funds of the organization are deposited to the credit of the organization in such banks or other depositories as shall be designated by the Board of Directors;
 5. make certain that all payments and disbursements of the organization's funds are for organization purposes as directed by the Board of Directors;
 6. see that all expenditures are duly authorized and are evidenced by proper receipts and vouchers;
 7. make to members at the close of the fiscal year and at such other times as directed by the Board such reports and financial statements regarding the finances of the organization as may be directed by the President or the Board of Directors; and

8. in general perform all other duties incident to the office of Treasurer and as may be assigned by the President.
- J. Corporate Records: The organization's books and accounts shall be open for inspection by any member of the organization and shall be audited from time to time as required by law or directed by the Board of Directors.
- K. Subordinate Officers: The Board of Directors may from time to time employ such subordinate officers and employees as the affairs of the organization may require at such salaries and on such terms and conditions as may be determined by the Board of Directors.

Article VII - Removal from Office

- A. Removal: Any officer or director may be removed from office upon the vote of the majority of the board, after due notice and opportunity to be heard is provided to the affected individual.
- B. Failure to Attend Board Meetings: In the event that a board member fails to attend more than 2 consecutive meetings, or more than one-half of the meetings of the Board in any calendar year, the other members of the Board may act to reprimand, suspend, remove, or take any other appropriate action against the offending director after prior written notice at least seventy-two hours prior to the meeting at which action is taken. The Board shall provide written notice to the director affected of any action taken pursuant to this part.
- C. Succession: In the event of vacancies due to death, resignation, disqualification, or removal, the Board may immediately replace the individual from amongst those residing at King's Landing and who are members of the Corporation.

Article VIII - Committees

- A. Executive Committee: The President shall establish an executive committee to advise him or her on the daily business for the corporation. The executive committee shall consist of the officers of the Board. The committee shall assist the President in establishing agendas for meetings, informing him of critical issues that need action by the Board or its officers, and advising him or her of important concerns of the Corporation that might not be addressable by the full Board by the next special or regular meeting.
- B. Standing Committees: The Board may authorize the President to establish such other committees that may be necessary to effectively execute the policies of the Board. The number and membership of each committee shall be determined by the President. The committees may include, but not be limited to, the following:

- Rules Committee: This committee shall draft the criteria for membership and the Code of Conduct. The committee shall recommend, for Board adoption, any additional criteria and parameters for membership in the corporation membership in addition to those specified in Article III(A) and the Code of Conduct for residing at King's Landing as provided for under Article III(F), by which each member of the Corporation shall abide. Periodically, the committee may recommend amendments to these rules and the Code of Conduct for the Board to adopt.
- Membership Committee: This committee shall advise the board on membership issues, screen applicants for membership, and make recommendations to the Board on whether members have violated any rules of the Corporation while living at King's Landing. The committee shall advise the Board on actions that should be taken by the Board to accept or disqualify members. The committee shall preliminarily review all complaints against any member and investigate whether violations of Corporation rules have occurred. The committee shall also review and recommend any proposed sanctions, including fines, reprimand, suspension or expulsion of members, to the Board for the violation of any established rule.

Article IX - Actions on Behalf of the Corporation

- A. From time to time, the President may enter into and/or execute contracts on behalf of or in the name of the corporation, as authorized by the board at a duly convened meeting, and the corporation shall be bound by such action.
- B. All checks, drafts or other orders of payment of money, notes, or other evidences of indebtedness issued in the name of the organization shall be signed by the President and Treasurer. The Board of Directors may expressly delegate authority to sign such instruments and other organization documents to some other officer or agent(s) of the organization. The delegation of authority to sign may be general or confined to specific instances.
- C. All corporate funds may be deposited into accounts as directed by the Board of Directors.
- D. The Board of Directors may, on behalf of the corporation, accept any gifts, bequests, or other monetary devices as may be used for the nonprofit purposes of the corporation.

Article X - Corporate Records

- A. The Secretary shall maintain all corporate records, including minutes, financial reports, correspondence, and other related documentation.
- B. There shall be no corporate seal.

- C. Any director or member of the Corporation may inspect any corporate record.
- D. Any qualified person seeking copies of any corporate record shall pay the reasonable cost of copying.
- E. The Secretary shall be responsible for the filing of annual report required by law.

Article VIII - Financial and Legal Restrictions

- A. The corporation shall comply with all appropriate federal and state laws governing 501(c)(3) nonprofit organizations, and shall refrain from campaigning, or supporting specific candidates for public office. Nothing in these bylaws shall be construed to prevent any individual member of the corporation from engaging in such activities on an individual basis.
- B. The corporation's 501(c)(3) prohibits private benefit to individuals associated with the organization. Accordingly, the members, including directors of the Board, and the officers, shall refrain from obtaining any personal financial benefit from the expenditures and actions of the board. This prohibition shall not prevent members from accepting reimbursement for travel, administrative, and incidental expenses incurred on behalf of the Corporation in connection with actions authorized or ratified by the Board. Any compensation made to other individuals must be for specific services rendered for the benefit of the Corporation, or to promote the tax-exempt activities of the group.
- C. Under the restrictions related to Organizational Finances, pursuant to IRC § 509(a):
 - 1. the corporation shall distribute its income of the specified time period in a timely manner so as to avoid imposition of any taxes under Section 4942 of the IRC
 - 2. Pursuant to IRC § 4941(d), the Corporation officers, directors and members shall not engage in any self-dealing
 - 3. Pursuant to IRC § 4943, the Corporation shall not retain any excess business holdings
 - 4. The Corporation shall not make any investments that would subject it to taxation under IRC § 4944
 - 5. The Corporation shall not make any taxable expenditures that would fall under the requirements of IRC § 4945(d).

Article IX - Amendment of Bylaws

Members of the corporation have the power to adopt, amend or repeal these Bylaws as allowed by law, and new Bylaws may be adopted with the approval of the Board of Directors.

Article X - Conflicts

- A. If the provisions of the Bylaws are in any way conflicting with the corporation's Articles of Incorporation, the Article of Incorporation take precedence.
- B. If any portion of the Bylaws is found to be invalid or unenforceable, for whatever reason, the remainder of the Bylaws shall still be effective.
- C. Any references in the Bylaws to the Articles of Incorporation shall relate to the Articles of Incorporation of Malama Ka `Aina Hana Ka `Aina, Inc. executed on October 27, 1999 and filed with the State of Hawai'i Department of Commerce and Consumer Affairs.
- D. All references to sections of the Internal Revenue Code refer to the Internal Revenue Code of 1986 as amended, or to corresponding amendments to the IRS tax code.

DRAFT

February 17, 2000

CODE OF MALAMA KA AINA HANA KA AINA

King's Landing
Keaukaha Tract II

Preamble:

The Hawaiian Homes Commission has granted Malama Ka Aina, Hana Ka Aina (hereafter, "MAHA") a right of entry permit from for the use and occupancy of the area known as King's Landing, Keaukaha Tract II. Under this disposition of trust land to MAHA, the Commission desires to delegate to MAHA the exclusive power to regulate and manage all oversight and monitoring functions necessary to maintain peace and harmony amongst the residents of King's Landing who are members in good standing of MAHA.

Furthermore, the Commission has executed this disposition in order to allow MAHA to assume exclusive responsibility for determining the standards of acceptable conduct of residents and the basis for enforcement action by the Commission. The HHC intends to defer and delegate all daily management responsibility over King's Landing to MAHA under the terms and conditions established under the revocable permit no. _____. In order to establish clear standards for conduct by members of MAHA, and the basis for any enforcement action by the Commission, pursuant to a duly authorized action of its Board of Directors, MAHA adopts and ratifies this Code to govern the actions of MAHA members who are residents at King's Landing and the standards for occupying portions of the area.

CODE OF CONDUCT:

CRIMINAL CONDUCT: All MAHA members shall not engage criminal conduct at King's Landing, including, but not limited to:

- Physical assault
- Terroristic threatening
- Unauthorized discharge of firearms
- Theft
- Trafficking in or storing stolen property

OTHER STANDARDS OF CONDUCT:

1. No member shall discharge firearms for hunting or other proper use except at the times and in the areas established by MAHA, as publicly posted on the community bulletin board.
2. No member shall allow pets or other domesticated animals to damage the property of any other member. Any member suffering damage from the

EXHIBIT 3
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EXHIBIT "D"
ITEM NO. D-4

- actions of a pet or animal of another member shall report violations to any officer of MAHA. After three reported incidents, any member whose property has been damaged by another member's pet or animal shall have the right to remove, shoot or otherwise eliminate the pet or animal.
3. No member of MAHA may vacate his residence for more than 1 week at a time nor for more than a total of 30 days in any given calendar year, without the express written consent of the MAHA Board of Directors.
 4. No person may occupy any portion of King's Landing under the terms of revocable permit no. ____ unless he or she is a probationary or regular member of MAHA, under the terms and conditions specified in this Code and the bylaws of MAHA.

KANAKA CODE:

Purpose. This code specifies the standards of habitability and performance by MAHA members in completing construction on the principal dwelling at King's Landing.

Probationary Membership. Before any person is granted regular membership in MAHA, he or she shall be a probationary member, as governed by the bylaws of MAHA, until MAHA determines that there has been satisfactory compliance with the standards enumerated in this code, the Code of Conduct, and other applicable provisions of the bylaws of MAHA.

Performance Standards:

1. All members must first install an acceptable dry hole toilet at the commencement of construction of any dwelling within King's Landing.
2. All members must, within one year from the date of commencement of construction, demonstrate satisfactory progress in constructing a habitable dwelling. The evidence of satisfactory performance shall be the completion of flooring of the dwelling.
3. All members may be subjected to an inspection of their residence by the Membership Committee of the Board of Directors, or its delegated inspector, upon reasonable notice. Unless unusual circumstances demand shorter notice, the Membership Committee, or its inspector, may enter any residence to inspect the property for compliance under this code upon 72 hours written notice. Unusual circumstances may include the necessity to preserve the life or health of a resident, to prevent the commission of a crime, or to prevent destruction of property.

AGREEMENT WITH MAHA:

All members of MAHA shall sign a written agreement indicating their intent to be bound to the terms and conditions established under this Code. This agreement shall specify that the current or prospective resident at King's Landing shall agree to vacate his

or her residence if it is determined by the Board of Directors of MAHA that the individual has violated the standards imposed by this Code.

PENALTIES AND SANCTIONS:

Any violation of the provisions above may be grounds for appropriate penalties and sanctions against a regular or probationary member, as determined by the Board of Directors of MAHA. These penalties and sanctions may include suspension from membership, fines, or expulsion from King's Landing, as determined by the Board of Directors upon the notice and opportunity to be heard provided for in the bylaws of MAHA.

AMENDMENTS

The Board of Directors may, from time to time, amend any part of this Code, in the same manner as that prescribed for amending the bylaws of MAHA.

FACSIMILE COVER PAGE

To : Mike McElroy (Business Fax)**From :** Alan T. Murakami**Sent :** 02/18/2000 at 10:11:22 AM**Pages :** 4 (including Cover)**Subject :** MAHA Code

I've attached a draft of the proposed MAHA code for your review. Please advise if this is the direction you contemplated taking to process the staff report on this matter before the HHC at its next meeting.

I have not cleared this version with Skippy yet, but I think it captures what concepts he conveyed to me. I assume we will have some time to review and amend this draft prior to final approval.