

# Ōlelo Launa



## What is a Proxy and What is a Quorum

The definition of proxy: A “proxy” gives another person the authority to act on your behalf.

The definition of a quorum: “The minimum number of members of an assembly or society that must be present at any of its meetings to make the proceedings of that meeting valid.”

This year the Annual Meeting is scheduled for March 16, 2023; we encourage all owners to either attend the Annual Meeting in person or to submit a proxy so the Annual Meeting can be held. The most important business conducted at the Annual Meeting is the election of the Board of Directors. The Board of Directors is responsible to manage and maintain the common elements of the Royal Kunia Community Association and is required to follow all Federal and State laws and the City and County Ordinances.

Every year, all homeowners in Royal Kunia receive a mailing which includes a proxy form for the Annual Meeting. You will find a proxy form in this mailing. Some owners are unclear on what a proxy is and how the proxy influences a meeting. This article explains the purpose of a proxy, and why they are used to achieve quorum for Annual Meetings.

If Board of Directors plan to use Association funds to solicit proxies, the State Statute requires specific information be printed on the proxy form. The proxy is important because if you select any box, except the box for quorum only, you will be giving another person the authority to act on your behalf. Without a quorum, elections for the Board of Directors or other business that may properly come before the owners at the Annual Meeting, cannot be voted on. The required quorum for Royal Kunia Community Association is much lower than most other Associations. Most Associations require 50% plus one. Royal Kunia Community Association's quorum is only 33.33%.

The official proxy form is required to have four boxes an owner may choose from should you not be able to or do not want to attend the Annual Meeting. No one can force or require an owner to attend an Annual Meeting or to submit a proxy since attendance at the Annual Meeting is voluntary. However, we encourage all owners to submit a proxy or attend the Annual Meeting so business may be conducted. The four proxy boxes are listed below with an explanation of each box. The first box states:

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The first box states: To be given for quorum purposes only.

If you check this box, you are agreeing that the Association should hold the Annual Meeting; however, you do not give anyone the authority to act on your behalf.

The second box states: To be given to the specific individual whose name is printed on this line.

If you check this box, you can print anyone's name (does not need to be an owner or anyone interested in serving on the board) on the line and that person will be allowed to attend the meeting and will be able to act on your behalf. Should you assign your proxy to another individual, it is important to be mindful of who you assign your proxy to, because that person will have the full authority to act on your behalf. In addition, if you assign your proxy to someone and you want to cast your own vote, you may do so by attending the Annual Meeting by voiding your proxy.

The third box states: To be given to the Board of Directors as a whole, and the vote to be made on the basis of the preference of the majority of the Directors present at the meeting.

If you check this box, you are giving the majority of the board members the authority to vote on your behalf. A majority of the board members will need to agree on how to cast your vote.

The fourth box states: To be given to the Directors present at the meeting and the vote to be shared with each board member receiving the equal percentage.

If you check this box, you are giving each board member a piece of your vote. Each board member votes independently for you. The board members do not need to agree with each other on who to vote for.

**Questions, concerns, or clarifications may be obtained from Property Manager Lillian McCarthy through email at [lillian@touchstoneproperties-hawaii.com](mailto:lillian@touchstoneproperties-hawaii.com) or by calling (808) 566-4113.**



### **Deadlines & Reminders**

Deadline to turn in your proxy Touchstone Properties by 4:30pm, **March 14, 2023**

Sign & Date to validate your proxy



## **The Creation of Royal Kunia Community Association**

It appears that some Royal Kunia Community Association owners are confused with the responsibilities, the boundaries and jurisdiction afforded the Board of Directors. Some owners are unclear of their responsibilities and the purpose of the governing documents. When buying into a community, whether it is a Homeowners Association, a townhouse or condominium, or any other type of structured residential community, all parties have a role in the success of the community. A brief history of the making of Royal Kunia Community Association is listed below.

Royal Kunia Community Association (RKCA) was incorporated in 1988. The By-laws of the corporation were adopted by the developers in 1989. A Declaration of Protective Covenants (original DPC) was created with the development of Site 299. The DPC was further Amended and Restated in 1994, which describes the areas of Royal Kunia subject to the protective covenants. The Articles of Incorporation, By-Laws and Declaration of Protective Covenants are RKCA's governing documents.

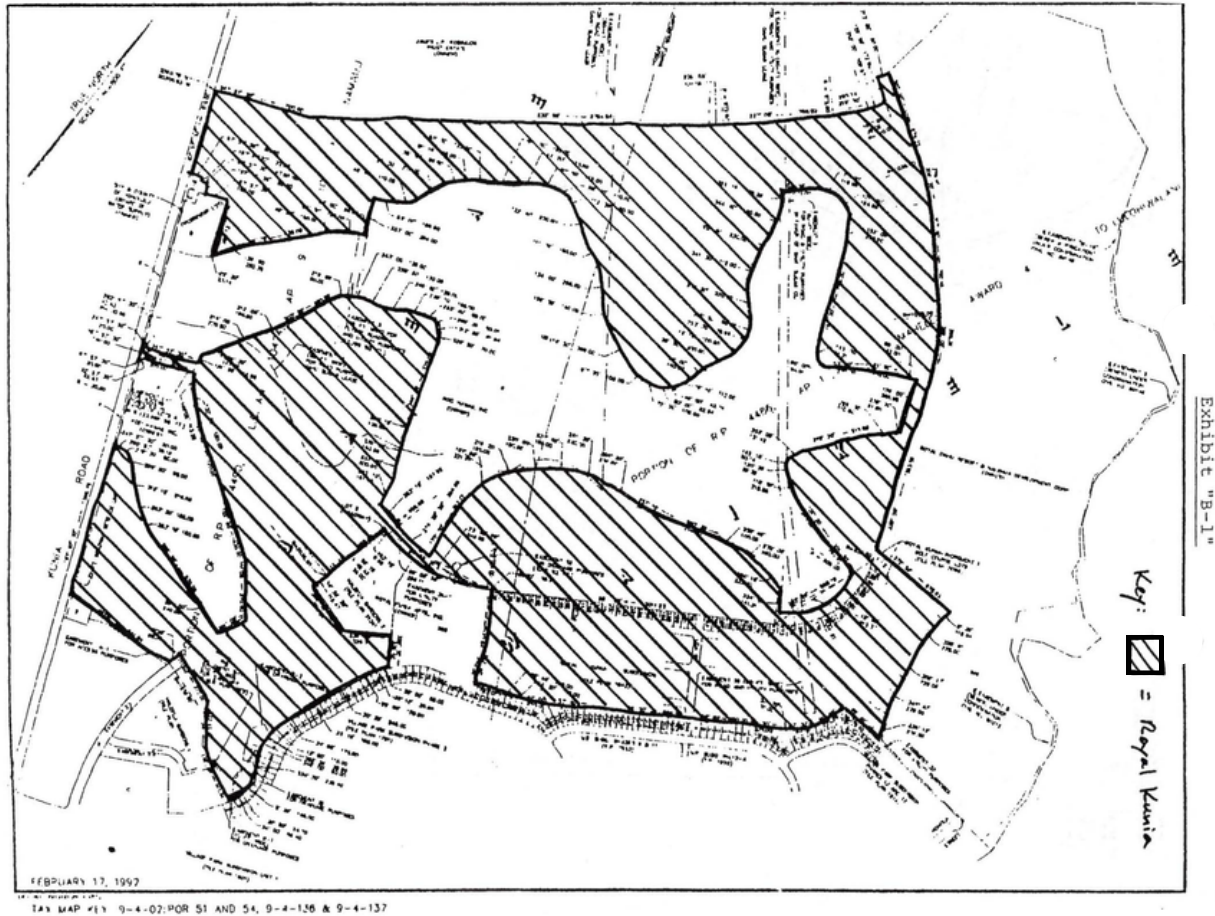
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### The Creation of Royal Kunia Community Association, continued from Page 2

Article II, Section 2.01 of the Amended and Restated Declaration of Protective Covenants states: "All of the property more particularly described in Exhibit "B" attached hereto and made a part hereof, together with such other property which shall from time to time be annexed thereto and made subject to this Declaration shall constitute Royal Kunia and the same be held, sold, conveyed, encumbered, leased, occupied, improved and made subject to this Declaration."

Article II, Section 2.05 of the Amended and Restated Declaration of Protective Covenants states: "Property Subject to these Protective Covenants. No property, except for that property described in said Exhibit "B" and except for property specifically added to Royal Kunia pursuant to this Article II, shall be deemed subject to the provisions of this Declaration, whether or not shown on any Subdivision Map or described or referred to in any document delivered, executed and/or Recorded by a Declarant. Nothing herein or in any amendment hereto shall be deemed to be a representation, warranty or commitment that a Declarant will commit or subject to the provisions of this Declaration any property it may now own or hereafter acquire, other than the property described in Exhibit "B" or in any such amendment."

Exhibit "B"



The parcels of land originally designated for the golf course was sold by Halekua Development to a private party called Koei who was tasked with developing the golf course. This sale occurred prior to the development of any homes in Royal Kunia. The parcels of land was and continues to be zoned P2 and is identified with three different TMKs. Subsequently the parcels, all three TMKs, were sold to Central Oahu Associates. Central Oahu Associates attended a Royal Kunia Board Meeting to share their plan for the largest parcel, now known as "The Meadows At Royal Kunia". The owners who attended the meeting were not open or welcoming to the proposed development. Years later Central Oahu Associates CPR'd the largest parcel and created "The Meadows At Royal Kunia Condominium".

### *The Creation..., Continued from Page 3*

Units were sold to either Limited Liability Companies or sole owners. Currently Central Oahu Associates continues to own one parcel and Chantavy Ohana Alliance purchased the last parcel.

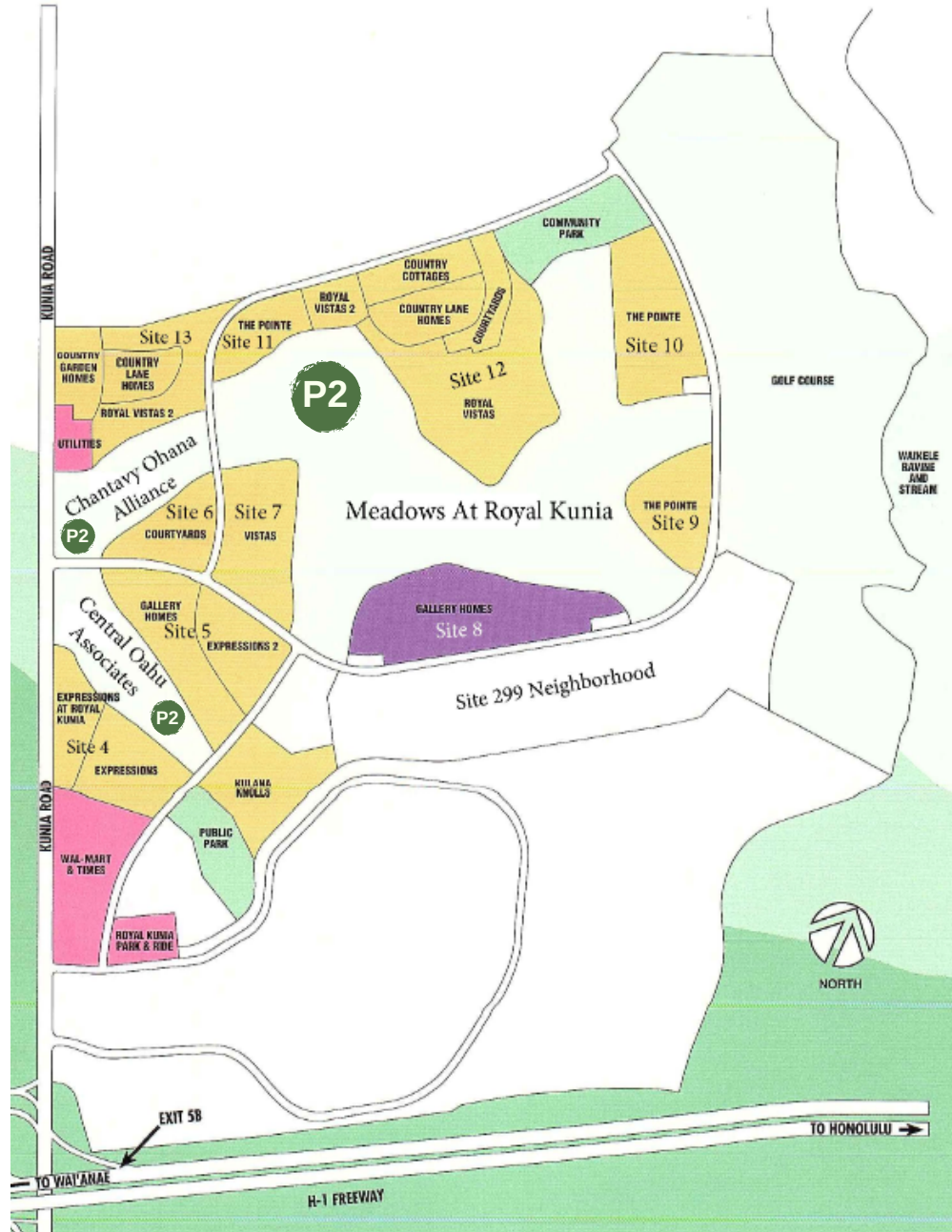
It is important to understand that all three parcels are not within the jurisdiction of Royal Kunia Community Association and will never be under the jurisdiction or the management of the Royal Kunia Community Association Board of Directors, unless the Royal Kunia Community Association owners vote to annex these parcels to Royal Kunia and the landowners of the three parcels want to be annexed on.

It has been brought to the Board of Directors and the General Manager's attention that owners are angry and upset that these parcels are physically located in the Royal Kunia environment and believe the Board of Directors and the General Manager has a duty and responsibility to the Royal Kunia owners to prevent the use of these parcels of land. For the Royal Kunia Board or the General Manager to overreach and attempt to block use of any owner's property would create a liability for the Association. Each owner, unless the owner is required to adhere to governing documents where they own, should be permitted to use their property within the established zoning.

The Board of Directors is required to work within the framework established and within the statutes and ordinances of the City and County of Honolulu and the State of Hawaii.

# Royal Kunia

## Master Development Plan



<https://royalkuniacommunityassociation.org/covenants>