

**BYLAWS OF  
MA`ALAEA VILLAGE ASSOCIATION**

**JANUARY 23 APPROVED REVISIONS PENDING EXECUTION BY BOD**

**ARTICLE I -- NAME AND SERVICE AREA**

**Section 1.** The name of this corporation shall be **MA`ALAEA VILLAGE ASSOCIATION** (“MVA or “Association”). The Association’s mailing address shall be PO Box 2122, Wailuku, Maui, Hawaii 96793.

**Section 2.** The Service Area includes: Ma`alaea Bay and its surrounding land from Kealia Pond outlet on the southeast to Papawai (McGregor) Point Lookout on the northwest bounded by land a quarter mile inland of Honoapi`ilani Highway (Rte. 30) to Waikapu on the north and North Kihei Road (Rte. 310) on the northeast to Sugar Beach, including Hauoli Street, the Ma`alaea Small Boat Harbor and Maui Ocean Center complex.

**Section 3.** The Association shall be a nonprofit corporation. The Association shall not authorize or issue shares of stock. No dividend shall be paid and no part of the income or earnings which may be derived from its operations, in pursuance of the purposes of the Association, shall be distributed to or inure to the benefit of any Member, Director or Officer of the Association, or any private individual, but shall be used to promote the purposes of the Association.

**Section 4.** All activities of the Association shall be conducted in compliance with applicable Federal and State laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability.

**ARTICLE II - PRINCIPAL OFFICE; PLACE OF MEETINGS; SEAL**

**Section 1.** The principal office of the Association shall be maintained at such place within or without the State of Hawai`i, and the Association may have such other offices within or without the State of Hawai`i, as the Board of Directors shall determine.

**Section 2.** All meetings of the Members and of the Board of Directors shall be held at the principal office of the Association, unless some other place is stated in the call. Any meeting, regular or special, of either the Board of Directors or of the Members may be held by conference telephone or similar communication equipment as long as all Directors or all Members participating in the meeting can hear one another, and all such Directors or Members shall be deemed to be present in person at the meeting.

**Section 3.** The Association may have a corporate seal as the Board of Directors shall determine.

### **ARTICLE III – PURPOSE; OBJECTIVES**

**Section 1.** The purpose of the Association is to protect the unique community of Ma`alaea Village; to improve communication between all stakeholders; and to educate the Ma`alaea and Maui communities and elected officials on the need to preserve and share Ma'alaea Village's rural, ocean-oriented sense of place for the benefit of all.

**Section 2.** The Association's objectives include, but are not limited to, encouraging active interest and involvement in the following:

- a. Educating the Ma`alaea Village community and others as to actions necessary to protect, preserve and enhance the orderly development, improvement and sustained use of Ma`alaea Bay and surrounding area to perpetuate and preserve the rural, ocean-oriented lifestyle of Ma`alaea Village;
- b. Protecting scenic vistas, open space and free flow of traffic through the Ma`alaea corridor and within Ma`alaea Village for the benefit of all Maui residents and visitors;
- c. Protecting land and marine resources: sand dunes, beach right of way, wildlife, wetlands and flood plains, endangered and rare marine and native flora and fauna, archaeological and cultural resources;
- d. Improving community planning and zoning to protect the Ma`alaea Village 'Sense of Place';
- e. Improving roads & highways, sidewalks, bikeways, crosswalks, parks, harbors, public transportation, domestic water supply, surface water drainage, sewage disposal, refuse and trash removal;
- f. Improving evacuation and emergency planning, public safety, fire and police protection and emergency medical services for Ma`alaea Village;
- g. Improving communication between Ma`alaea Village owners, residents, visitors and businesses, including resident managers along Hauoli Street, to enhance neighborliness and well-being;
- h. Collecting, investigating and disseminating information of common concern to the membership;
- i. Fostering a community interest in civic affairs to improve understanding of the political process and communicate area needs to public officials;
- j. Promoting Ma`alaea businesses to enhance community sustainability; and
- k. Preserving community values.

## ARTICLE IV -- MEMBERS

**Section 1.** Any individual over the age of 18, entity, firm, corporation, association, company, trust or partnership interested in furthering the objectives of the Association may be a member of the Association.

**Section 2.** There shall be two classes of membership in the Association, unless otherwise determined by the Board of Directors.

- a. **Voting Members.** Voting Members shall consist of only members of good standing of the Association that are owners of record or long-term tenants of real property, whether commercial or residential, within the boundaries of the Service Area. "Long-term tenants" means tenants who occupy a property for at least 180 consecutive days a year. Each Voting Member is entitled to one (1) vote at all meetings of the Members. (A membership, whether single or couple is only entitled to one vote.)
- b. **Non-Voting Members.** All memberships which do not meet the requirements in Section 2.a shall be Non-Voting Members. Non-Voting members are ineligible to participate in any elections or any other votes regarding the Association's business.

**Section 3.** Dues shall be established by the Board of Directors for the following membership levels: Annual Membership-single/couple, Lifetime Membership-single/couple, Annual Membership-commercial/business, Lifetime Membership-commercial/business. The dues amounts may be revised annually by the Board of Directors upon 90 days advance notice to members. Membership will commence when dues payment is received. Annual dues shall be paid to the Association on or before the one year anniversary of membership. All dues payments are non-refundable.

**Section 4. Termination.** Membership shall be terminated by death, voluntary resignation, non-renewal of annual membership, or removal by vote at a regular or special meeting of the Board of Directors by two-thirds (2/3rds) vote of the Board.

## ARTICLE V -- MEETINGS

**Section 1. Annual Membership Meeting.** The Annual Membership Meeting will be held between November 1 and January 31 each year, or as otherwise determined by the Board of Directors. The annual meeting shall be for the purpose of conducting business or activities as shall be determined by the Board and shall include the election and re-election of Directors.

**Section 2. Special Membership Meetings.** Special Membership Meetings may be called by the President upon a petition signed by at least ten Voting Members.

**Section 3. Notice of Membership Meetings.** Notice of any meeting of the membership shall be given at least thirty (30) days prior by email to all members of good standing.

**Section 4. Quorum.** A quorum for any regular or special meeting of the membership shall be at least 10% of the Voting Memberships either present or represented by proxy at any such meeting.

**Section 5. Rules.** All meetings shall be conducted in accordance with the rules contained in the current edition of Robert's Rules of Order, Newly Revised, and will govern the Association in all cases in which they are applicable and in which they are not inconsistent with these Bylaws, Hawaii statutes, federal laws, and any special rules of order the Association may adopt.

**Section 6. Proxies.** Votes allocated to a Voting Member may be cast pursuant to a proxy duly executed by the Voting Member. A Voting Member may vote by mail or electronic transmission through a duly executed proxy. A proxy is void if it purports to be revocable without notice. To be valid, proxies shall be delivered to the secretary of the Association no later than 4:30 p.m. on the second business day prior to the date of the meeting to which it pertains. A proxy shall only be valid for the meeting to which the proxy pertains and its adjournments, may designate any person as proxy, and may be limited as the Voting Member desires and indicates. The Board may adopt rules regulating reasonable time, place, and manner of the solicitations and distributions of proxies and the requirements for proxy forms.

## **ARTICLE VI-- BOARD OF DIRECTORS**

**Section 1. Powers.** The affairs of the Association shall be managed and controlled by the Board of Directors. The Board shall review and approve the budget and financial statements and written reports of committees, appoint an auditor (if necessary), disseminate information pertinent to the Association, fix the hour and place of meetings, and perform such other duties as are usually performed by Directors. The Board of Directors shall be authorized and empowered to employ such agents and staff as it may deem necessary. The Board shall have a standard audit performed at least every three (3) years, unless 10% of the Voting Members vote to waive such audit.

**Section 2. Election.** The Directors shall be elected at the annual meeting of the Association and, having indicated their willingness to serve, shall serve as officers or become chair or co-chair of committees. Each Voting Member is entitled to one (1) vote at all meetings of the Members. Cumulative voting is not permitted.

**Section 3. Number.** The number of members of the Board shall be limited to a minimum of five and maximum of nine directors. Within such limits, the number of directors shall be fixed by the Board of Directors by a majority vote of the Board at any meeting of the Board, but shall remain an odd number. One of the directors shall be a commercial member or business.

**Section 4. Term.** The terms of office for Directors of the Association shall commence upon appointment or election and shall continue for a term of three (3) years or until their successors are duly appointed or elected. The terms shall be staggered such that one-third of the positions on the Board shall become vacant annually. Directors elected at the first meeting of the Association shall draw lots to determine terms of office.

**Section 5. Eligibility.** All Voting Members of the Association shall be eligible to hold office.

**Section 6. Meetings.** The Board will meet at least once during each quarter, the date and place to be set by the Board of Directors. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the directors.

**Section 7. Waiver of Notice.** Any Director may, prior to, at the meeting, or subsequent thereto, waive notice of any meeting orally or in writing, signed by him or her. The presence at any meeting of any Director shall be the equivalent of a waiver of the requirement of the giving of notice of said meeting to such Director, unless the Director, at the beginning of the meeting or prior to the vote on a matter not properly noticed, objects to the lack of notice and does not thereafter vote or assent to the objected action.

**Section 8. Quorum.** A majority of the total number of directors shall constitute a quorum to transact business, and in order to be valid an act of business must receive the approval of the majority of such a quorum, either in person or by proxy, as set forth in these Bylaws. In the absence of a quorum at a meeting duly called, the Chair or a majority of the Directors present may adjourn the meeting from time to time without further notice, and may convene or reconvene the meeting when a quorum shall be present.

**Section 9. Action by Directors Without a Meeting.** Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if consent is in writing and/or by electronic mail, setting forth the action so taken, shall be in writing and/or electronic mail by a majority of the total number of Directors with respect to the subject matter thereof and filed with the records of the meetings of the Board of Directors. Such consent shall have the same effect as a unanimous vote of the Board of Directors.

**Section 10. Permanent Vacancies.** If any permanent vacancy shall occur in the Board of Directors through death, resignation, disqualification, removal or other cause other than temporary absence, illness or disability, the remaining Directors, by the affirmative vote of a majority of all remaining members of the Board of Directors, may elect a successor Director to hold office for the unexpired portion of the term of the Director whose place shall be vacant.

**Section 11. Temporary Vacancies, Substitute Directors.** If any temporary vacancy shall occur in the Board of Directors through the sickness or disability of any Director, the remaining Directors, whether constituting a majority or a minority of the whole Board of Directors, may by the affirmative vote of a majority of such remaining Directors appoint some person as a substitute Director, who shall be a Director during such absence, sickness or disability and until such Director shall return to duty or the office of such director shall become permanently vacant.

**Section 12. Attendance.** If a Director has more than two (2) consecutive absences during a calendar year (excluding special meetings), the Board shall send that member a written notice, quoting this section, and suggesting that said member vacate the position for non-participation. In the event that said member refuses to vacate that position, the absent Director's term shall expire at the end of said calendar year. The remaining members of the Board of Directors shall designate new directors to fill any vacancies arising on the Board of Directors between elections. At the Annual Meeting, the unexpired terms, if any, shall be filled. Any unfulfilled portion of said Director's term may be filled by the Board for the remainder of the term. Attendance can be in person, by electronic means, or by proxy.

**Section 13. Proxies.** A Director shall have the right to issue a voting proxy to another Director; however, the proxy shall be valid only if it is signed and dated by the Director, giving the proxy and stating the name of the Director who shall vote the proxy.

**Section 14. Compensation of Directors.** All members of the Board will serve without compensation.

**Section 15. Resignation or removal from office.** Any Officer or Director may resign from the Board by giving written notice of his/her resignation to the Secretary of the organization. Any Director may be removed by a majority of the Voting Members present at a duly constituted regular or special meeting of the membership.

**Section 16. Conflict of Interest.** Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the Association to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

**Section 17. Nepotism.** No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors. For the purposes of this section, “immediate family” includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

## **ARTICLE VII - OFFICERS**

**Section 1. Officers; Term.** The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer, and other officers and assistant officers as may be deemed necessary. The Officers shall be elected by the Board of Directors at their first meeting of each year. The Officers shall serve at the pleasure of the Board and may be removed at the discretion of the majority of the Board. Said Officers shall serve for a one (1) year term or until their successors are elected, and their term of office shall begin at the close of the meeting at which they are elected.

**Section 2. President.** The President shall preside at all meetings of the Association and the Board of Directors; supervise and coordinate the activities of the Association; and prepare an annual president’s report to be presented at the annual meeting. The President at his/her discretion may invite guests who are not members to attend or participate in the meetings, provided such guests shall not have the right to vote at said meeting

**Section 3. Vice-President.** The Vice-President shall perform all duties of the President in his/her absence, be in charge of voting at meetings of the members, including determination of voter eligibility, and shall perform all other duties assigned to him or her by the Board of Directors.

**Section 4. Secretary.** The Secretary shall keep minutes of Board meetings; prepare annual corporate exhibits and other documents required to maintain the corporate existence; and place announcements for meetings. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors; keep current a mail/email list of members, maintain an accurate list of Voting Members, keep minutes of all meetings of the Association and records, including resolutions.

**Section 5. Treasurer.** The Treasurer shall receive, account for and deposit in a financial institution all funds of the Association as directed by the Board; issue authorized checks; draw up a budget and maintain appropriate financial records subject to audit; serve as chairperson of the Finance Committee; and prepare an annual treasurer's report to be presented at the annual meeting. Association funds may only be drawn on the signature of the Treasurer, or person(s) delegated to do so by the Board of Directors. The duties of the Treasurer may be delegated to a qualified individual who has been approved by the Board of Directors. At the expiration of the treasurer's term of office, the Treasurer shall deliver to his or her successor all books, money and other property of the Association.

#### **ARTICLE VIII -- ADVISORS**

Section 1: Immediate Past President. The Immediate Past President may serve as an advisor to the Board in an effort to provide continuity.

Section 2: An Advisory Board composed of three or more Voting Members in good standing may be appointed by the Board of Directors each year immediately after the annual meeting of the Association. The Board of Directors may consult the Advisory Board for advice as deemed necessary.

#### **ARTICLE IX -- COMMITTEES**

The Board of Directors, by vote at a meeting or written consent of a majority of all directors, shall have the authority to create committees and appoint committee members. The Board shall appoint the Committee Chair(s) or the Chair(s) may be selected by a majority vote of the members of the committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed upon the Board of Directors or the Director by law.

#### **ARTICLE X -- FISCAL YEAR**

The fiscal year of the Association is as may from time to time be established by resolution by the Board of Directors. The fiscal year shall start July 1<sup>st</sup> and end on June 30<sup>th</sup>.

#### **ARTICLE XI – INDEMNIFICATION**

**Section 1. Indemnification.** To the fullest extent permitted by Hawaii law and subject to HRS § 414D-160, as amended from time to time, the Association shall indemnify each director and officer of the Association who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, because such person is or was a director or officer of the Association, against all expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. The Association may indemnify current and former employees and agents of the Association to the extent permitted by Hawaii law.

**Section 2. Costs.** Expenses incurred in defending any proceeding may be paid by the Association in advance of the final disposition of the proceeding upon (1) receipt of a written affirmation of the person's good faith belief that he has met the applicable standard of conduct under Hawaii Revised Statutes § 414D-160; (2) receipt of a written undertaking by or on behalf of the person to repay such amount if it shall ultimately be determined that the person did not meet the applicable standard of conduct; and (3) the Association making a determination that the facts then known would not preclude indemnification.

**Section 3. Right to Indemnification.** The indemnification provided by this Article is not exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, or disinterested directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding office, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs and personal representatives of such a person.

**Section 4. Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in any such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article. Any such insurance may be procured from any insurance company designated by the Board of Directors, including any insurance company in which the Association shall have any equity or other interest through stock ownership or otherwise.

**Section 5. Continuing Indemnification.** The indemnification provided for in this Article shall be cumulative and not exclusive, and shall be in addition to any other indemnification provided by law or by any other agreement. Any repeal, amendment or modification of this Article shall not affect the indemnification provided in this Article for any acts or omissions occurring prior to such repeal, amendment or modification. The indemnification provided for in this Article shall continue as to any person who has ceased to be a director, officer or employee of the Association and shall inure to the benefit of such person's heirs, personal representatives, executors and administrators.

## **ARTICLE XII -- CONTRACTS, AGREEMENTS, OBLIGATIONS, CHECKS**

**Section 1. Contracts.** All contracts are to be approved by a majority of the Board with legal assistance when deemed necessary.

**Section 2. Checks.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association for over \$100.00, shall be signed by such two or more Officers and/or Agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors proper. Disbursements and payments shall only be made by check, electronic draft, or credit card in the name of the Association, and then only if authorized by the Board of Directors either specifically or through the prior approval of a budget for the Association.



**Section 3. Gifts.** The Board of Directors may accept on behalf of the Association gifts and donations and shall have authority to invest and reinvest any funds of the Association in such manner as to be of benefit to the Association.

**Section 4. Signatories.** Association funds may only be drawn on the signature of the Treasurer, or person(s) delegated to do so by the Board of Directors. The duties of the Treasurer may be delegated to a qualified individual who has been approved by the Board of Directors. At the expiration of the treasurer's term of office, the Treasurer shall deliver to his or her successor all books, money and other property of the Association.

**ARTICLE XIII-- AMENDMENTS TO BYLAWS**

These Bylaws may be amended by a two-thirds (2/3rds) vote of the Voting Members present at a meeting of the membership, either in person or by proxy, provided notice in writing has been given at least thirty (30) days prior to the meeting, and shall become effective immediately upon such approval.

**ARTICLE XIV -- DISSOLUTION**

Section 1. The Association may be dissolved at any time by a vote of a two-thirds (2/3rds) of the Voting Members present or represented by a proxy at a regular or special meeting of the Association, provided notice in writing has been given at least thirty (30) days prior to the meeting.

Section 2. The Association is organized for public and charitable purposes only and upon dissolution all assets of the Association must be distributed to an entity which qualifies as a "public benefit corporation" under HRS § 414D-14 or to the United States, the State of Hawaii or a person or entity recognized as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The Association shall give the attorney general written notice that it intends to dissolve before the time it delivers the articles of dissolution to the department director.

**IN WITNESS WHEREOF, the undersigned have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**MA'ALAEA VILLAGE ASSOCIATION**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its \_\_\_\_\_