

LU Committee

From: Lester Yano <liyano@hotmail.com>
Sent: Tuesday, July 25, 2017 10:33 PM
To: LU Committee
Subject: Wailuku Heights Extension - Unit II Homeowners Association ("HOA") Responses to July 20, 2017 Questions (LU-23)
Attachments: 2017-07-25 Itr to County Council re Lona Ridge Questions w Exhs 1.pdf

Committee Chair Carroll,

Attached as a one drive file is the response from the Wailuku Heights Extension - Unit II HOA to the questions you submitted in your July 20, 2017 letter. We are also sending the original by USPS mail.

Regards,

Lester Yano, President
Wailuku Heights II HOA
Board of Directors



Wailuku Heights Extension Unit II
Homeowners Association

July 25, 2017

Robert Carroll, Chair
Land Use Committee
Maui County Council
200 South High St.
Wailuku, HI 96793

Re: Wailuku Heights Extension - Unit II Homeowners Association ("HOA")
Responses to July 20, 2017 Questions

Conditional Permit for Property Located at 588 Kulaiwi Drive (Wailuku) (LU-23)

Dear Councilmember and Committee Chair Carroll,

We write in response to the questions in your July 20, 2017 letter relating to the request for a Conditional Permit for the property located at 588 Kulaiwi Drive, Wailuku, Maui, known as Lona Ridge, LLC ("Property") and the applicability of the Wailuku Heights Extension - Unit II Homeowners Association Covenants, Conditions, and Restrictions ("CC&Rs") to the Property.

We, and many other testifiers, urged you to deny the Conditional Use Permit because allowing Applicant to conduct commercial activities is not in harmony with the surrounding neighborhood and will cause significant, adverse traffic, safety, and noise impacts. In contrast, the testimony in support of the Applicant focused primarily on the Applicant's good character, not on the impact to the surrounding neighborhood. However, the Applicant's character should not be a reason for granting the permit.

We also testified about how conducting commercial activities on the Property are prohibited by the CC&Rs that Applicant promised to obey. For various reasons, the HOA has tried to enforce the CC&Rs without litigation because we feel litigation should only be undertaken as a last resort. Even without resorting to litigation, the HOA's efforts to enforce the CC&Rs and to oppose the Applicant's desire to conduct commercial activities on the Property, has already caused us to spend thousands of dollars and many, many hours. If the Conditional Use Permit is denied, we believe it will enable the HOA to stop Applicant from hosting special events without having to pursue litigation. While, the interplay of the HOA, the Applicant, and the CC&Rs may seem to be complicated, we believe it is really pretty straight forward. Therefore, we appreciate your request for more information and the opportunity to answer your questions.

But first, we have to assume the Applicant's attorney misstated at the Land Use Committee meeting on July 19, 2017, that she was not aware that the Warranty Deed conveying the property to the Applicant in June 2005 (the "Deed") explicitly states the Property would continue to be part of the HOA and be subject to the CC&Rs. Besides the provisions of the Deed previously cited in the HOA's August 1, 2016 written testimony in opposition to the permit submitted to the Planning Commission, condition number 4 on Exhibit "A" of the Deed states that the Property, identified as Lot 171, is subject to the covenants, conditions and reservations

contained in the CC&Rs. Further, the Applicant's attorney should be familiar with the Deed because Applicant's attorney has referred to the Deed in correspondence to the HOA. The Deed was also an exhibit to the HOA's August 1, 2016 written testimony to the Planning Commission opposing the permit. Attached again as Exhibit 1 for your reference is a copy of the Warranty Deed conveying the property to the Applicant in June 2005.

Moreover, Applicant and Lona Ridge, LLC, subsequently executed multiple deeds that made no distinction between portions of the property for Lot 171. These deeds subject the entire Lot 171 to the CC&Rs. Attached as Exhibits 2-4 are three Quitclaim Deeds recorded in the State of Hawaii Office of Assistant Registrar on May 2, 2011, on May 22, 2012 and on October 17, 2014. As you can see, all of these deeds subject the entire Property to the CC&Rs and there is no limiting language only specifying a portion of the Property.

Below are the HOA's responses to your questions.

- 1. Clarify whether it is the position of your association that the CC&Rs apply to the entire parcel identified as TMK (2) 3-5-002:010 located at 588 Kulaiwi Drive, or to only that portion of the Property formerly identified as Lot 144 of the Wailuku Heights II Subdivision.**

The HOA's current position is that the CC&Rs, at the least, apply to the portion of the Property formerly identified as Lot 144. However, it is possible that, pursuant to the language of the Deed and subsequent deeds that the CC&Rs apply to the entirety of the Property.

- 2. If your position is that the CC&Rs apply to the entire parcel, please explain the basis for this position and provide copies of any documents or agreements upon which you rely to support your position.**

As explained herein, there are multiple subsequent deeds recorded after the Deed, and signed by the Applicant, that subjects the entire Property to the CC&Rs.

Regardless, it is immaterial whether the CC&Rs apply only to the portion of the Property formerly identified as Lot 144 or the entirety of the Property because Applicant cannot conduct her desired commercial activity without former Lot 144. The only access to the Property is across former Lot 144. It is a commercial activity, not a residential activity, to host commercial events and transport multiple customers across former Lot 144. See, e.g., Maui County Code provides two definitions of "commercial activity" in §§ 13.22.010 and 13.04.020: "any act whereby a person receives any benefit or a promise to receive a benefit by providing goods or services to another person." Further, these activities are not "residential" uses, nor incidental to the types of residential uses contemplated in the CC&Rs. See *Roaring Lion, LLC v. Exclusive Resorts PBL1, LLC*, 2013 Haw. App. LEXIS 231 (Haw. Ct. App. Apr. 24, 2013) (where Declaration required residential use for portion of project, commercial activity was prohibited). Customers who pay for Special Events cannot access these activities without travelling on former Lot 144. Therefore, by bringing customers across the former Lot 144, Applicant would be engaging in "action for compensation", or commercial activity.

- 3. Correspondence or other documentation confirming that the Applicant, or prior owner of the Property, requested and received consent from your HOA to use the portion of the Property formerly identified as Lot 144 for landscaping and driveway purposes. Please include the conditions under which the landscaping and driveway uses were approved.**

The HOA is unaware of any written agreement between the HOA and the Applicant, or any approval by the HOA homeowners, for Applicant to use the portion of the Property formerly identified as Lot 144 solely for landscaping and driveway purposes. The CC&Rs require that

Lots and portions of Lots shall be used only for single family residential purposes. CC&R Section 2.2 states: "No Residential Lot shall be improved except with a residence structure or complex designed to accommodate no more than a single family. . . ." To allow the construction of a driveway without a dwelling would require an amendment of the CC&Rs by the HOA membership. Moreover, Applicant's request and the purported Board approval does not make sense because Applicant did not own the Property at the time of the meeting, so the Board could not grant her, a non-owner, a variance from the requirements of the CC&Rs. However, it appears from the minutes of a Board of Directors meeting for the HOA in June 2005, that Applicant requested to gain access across the former Lot 144 and the Board passed a motion to approve Applicant's request pursuant to certain conditions. Attached as Exhibit 5 is a copy of the June 15, 2005 Board minutes.

4. Submit documentation notifying the Applicant of the HOA's decision to deny her request for approval to host special events at the property.

The HOA has never approved or authorized Applicant to conduct any commercial activity at the Property. In 2013, Applicant submitted a proposal to the Board requesting approval to host special events, including corporate meetings, weddings, anniversary parties and non-profit functions. In response to this proposal, on or about March 21, 2013, the Board sent Applicant a letter advising her that the HOA opposed the use of the Property any commercial activity, including but not limited to weddings, anniversaries, non-profit functions, and corporate meetings. Attached as Exhibit 6 is a copy of the March 21, 2013 letter.

5. Submit documentation, if any, showing steps taken by the HOA to enforce the provisions of the CC&Rs against the entire Property, the portion of the Property formerly identified as Lot 144, or the Applicant. Please indicate if any civil action has been initiated in court, and if so, provide a copy of the complaint.

The HOA has not yet initiated any formal court civil action because the HOA views litigation as something that should only be undertaken as a last resort. The HOA has already spent thousands of dollars and many, many hours trying to stop Applicant from conducting commercial activities in violation of the CC&Rs without resorting to litigation. The HOA has sent Applicant numerous notices of violations. Unfortunately, the HOA and Applicant were unable to resolve the issues regarding enforcement of the CC&Rs through mediation. However, in the hope that Applicant would act in good faith and cooperate in the future by refraining from conducting further violations, the Board resolved to waive some fines imposed against Applicant. Attached as Exhibits 7-9 are examples of notices the HOA sent to Applicant – May 5, 2014 notice from HOA re April 11, 2014 MEO bus tour; April 22, 2015 notice from HOA re November 5, 2014 commercial filming on the Property; April 22, 2015 notice from HOA re March 7, 2015 honey tasting event.

In another instance, the Board resolved to withdraw its notice of violation in reliance on Applicant's statement that she did not charge a fee for the use of the Property for a wedding. Attached as Exhibit 10 is a copy of a notice from the HOA about a February 11, 2017 wedding. Therefore, it was surprising to hear Councilmember Elle Cochran's statements at the Land Use Committee meeting on July 19, 2017 that she had copies of receipts showing that Applicant had been paid for weddings. Perhaps the Board was naïve in relying on Applicant's statements. However, because the parties were not involved in formal litigation, the Board had to rely on the veracity of the participants.

Besides the events described in these notices, Applicant engaged in numerous other activities in violation of the CC&Rs and there have been innumerable advertisements about the availability of Lona Ridge for Special Events. Examples are: January 22, 2014 Facebook

page showing negotiations for Maui Wedding Association for event at Property; www.teapartyinparadise.com offering accommodations and functions; August 12, 2014 Pinterest page for individual Kali Speere showing Property as a wedding location; Maui No Ka Oi Magazine; Nishikawa Architects, Inc. Pinterest page; the Maui Aids Foundation website; and 2017 Hale Kau Kau Benefit auction item 1106. The HOA previously submitted examples of these activities and advertisements as Exhibits 12-16 to the HOA's August 1, 2016 opposition letter submitted to the Planning Commission.

Further, the HOA and HOA members have repeatedly asked the County to enforce the County prohibitions against Applicant hosting Special Events without a conditional use permit. As you may know, the County of Maui Planning Department has issued letters of violation to Applicant. And, among other things, the HOA's Board with its legal counsel met with John Rapacz and other individuals from the Enforcement Division regarding Applicant's repeated violations on July 31, 2015.

We hope this answers your questions relating to the HOA, Applicant, the Property, and the CC&Rs. Please contact me with any other questions (liyano@hotmail.com; mobile: 310.663.4281).

In closing, we urge the Land Use Committee and the County Council to deny the Conditional Use Permit because hosting commercial events at the Property is not harmonious with the surrounding residential neighborhood and will cause significant, adverse traffic, safety, and noise impacts. If the Committee and Council approve the Conditional Use Permit, the HOA will have to consider what private actions will be necessary to enforce the CC&Rs. In that case, the only people who will benefit will be the lawyers.

Sincerely,



Lester I. Yano, President
Wailuku Heights Extension – Unit II Homeowners
Association
Board of Directors

Exhibits Attached

EXHIBITS TO

**WAILUKU HEIGHTS EXTENSION - UNIT II HOMEOWNERS ASSOCIATION
RESPONSES TO JULY 20, 2017 QUESTIONS**

1. June 23, 2005 Warranty Deed Conveying the Property to Lona Ridge, LLC
2. May 2, 2011 Quitclaim Deed
3. May 22, 2012 Quitclaim Deed
4. October 17, 2014 Quitclaim Deed
5. June 15, 2005 Wailuku Heights Extension Unit II Board Meeting Minutes
6. March 21, 2013 Wailuku Heights II Letter denying Lona Ridge request for permission to host special events.
7. May 5, 2014 Notice to Ms. Wilson re MEO Bus Tour
8. April 22, 2015 Notice to Ms. Wilson re commercial filming
9. April 22, 2015 Notice to Ms. Wilson re honey tasting event

EXHIBIT 1

75
7324



L-425 STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
JUN 29, 2005 08:01 AM

Doc No(s) 3288311
on Cert(s) 719,376

Issuance of Cert(s) 755,542



20 1/1 21

/s/ CARL T. WATANABE
ASSISTANT REGISTRAR
CONVEYANCE TAX: \$810.00

DL
KM
LH

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return by Mail Pickup () To:

Lona Ridge LLC
M/M William Wilson
192 Halau Pk
Kihei HI 96753

TG: 200501397 B
TAE: 055030017
Tamara Cabanilla-
Aricaayos

TOTAL NUMBER OF PAGES:

H:\Data\Melody\DOCS\DJ\WILSON\foonal\Warranty Deed (08-17-05).g64.doc
T.M.K.: (2) 3-5-015-071

WARRANTY DEED WITH COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That **DAVID PAUL NIEHAUS**, husband of Deborah Laurine Mathias, also known as Deborah Niehaus, whose address is 1120 Pihoio Rd Makaha HI 96750 and **CLIFFORD PAUL RHODES**, husband of Karen Marie Rhodes, whose address is 115 Mano Dr Kihei HI 96750, hereafter the "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by **LONA RIDGE, LLC**, a Hawaii limited liability company, whose address is 192 Halau Street, Wailea, Maui, Hawaii 96753, hereafter the "Grantee", receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey all of that certain property more fully described in Exhibit "A" hereto attached and incorporated herein by reference, including any fixtures, appliances, furniture and/or items of personal property itemized therein (the "Property"), unto the Grantee, as Tenant in Severalty, its successors and assigns, forever.

AND the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same together with all buildings, improvements, tenements, rights, easements, hereditaments, privileges and appurtenances thereunto belonging or appertaining, or held and enjoyed in connection therewith unto the Grantee according to the tenancy hereinabove set forth, absolutely and in fee simple, forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seised in fee simple of the Property and that the Grantor has good right to convey the same as aforesaid; that the Property is free and clear of all encumbrances, except as may be described in Exhibit "A"; and that the Grantor will WARRANT AND DEFEND the same unto the Grantee, forever, against the lawful claims and demands of all persons, except as aforesaid.

AND the Grantee does hereby acknowledge and confirm that a portion of the Property was formerly identified as Lot 144 of the Wailuku Heights Extension – Unit II Subdivision (the "Subdivision"), that said Lot 144 was consolidated with the remainder of the Property which lies outside of the Subdivision, and that the portion of the Property formerly identified as Lot 144 remains bound by the terms and conditions of the documents governing and controlling actions and activities within the Subdivision, including the Declaration of Protective Covenants, Conditions and Restrictions for Wailuku Heights Extension – Unit II, dated January 29, 1988, filed in the Office of the Assistant Registrar for the State of Hawaii as Land Court Document No. 1530403 (the "Declaration").

AND the Grantee does hereby further acknowledge and confirm that Grantee has requested that the Homeowners' Association of the Subdivision (the "HOA") consent to and approve the use by Grantee of the portion of the Property formerly identified as Lot 144 for a driveway to access the remainder of the Property and for the landscaping by Grantee of former Lot 144, and that said HOA has agreed to such use and landscaping subject to certain conditions, which conditions grantee is willing to agree to and to confirm herein.

AND, THEREFORE, Grantee does hereby covenant and agree for the benefit of the owners from time to time of lots in the Subdivision as follows: (1) that Grantee shall submit driveway and landscaping plans to the HOA for review and approval; (2) that the Property will not be further subdivided; and (3) that no more than two dwellings shall be built on the Property.

AND the Grantee does hereby covenant to and with Grantor for the further benefit of the owners from time to time of lots in the Subdivision that, as to the portion of the Property formerly identified as Lot 144 of the Subdivision, Grantee will observe and perform all of the terms, covenants, conditions and restrictions set forth in the Declaration, as the same exist or may hereafter be amended from time to time, as well as the terms, covenants, conditions and restrictions contained in all other Orders, Grants, Easements and Agreements recorded against the Property on the part of Grantee to be observed and performed, as and when required to do so, and will indemnify and hold and save harmless

them and each of them from any failure so to observe and perform any of such terms, covenants, conditions and restrictions.

It is understood and agreed that the term "Property" shall be deemed to mean and include the real property specifically described in Exhibit "A", all buildings and improvements thereon (including any personal property described in Exhibit "A") and all rights, easements, privileges and appurtenances in connection therewith, that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine and/or feminine, the singular or plural number, individuals, firms or corporations, that the rights and obligations of the Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors in trust and assigns and that where there is more than one Grantor or Grantee, any covenants of the respective party shall be and for all purposes deemed to be joint and several.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the undersigned have executed this instrument on

APPROVED AS TO FORM:

ING, HORIKAWA, JORGENSEN & STEWART

GRANTORS:

David Paul Niehaus
DAVID PAUL NIEHAUS

CLIFFORD PAUL RHODES

GRANTEE:

LONA RIDGE, LLC, a Hawaii limited liability company

By _____
LEONA R. WILSON, Member

By _____
WILLIAM P. WILSON, Member

them and each of them from any failure so to observe and perform any of such terms, covenants, conditions and restrictions.

It is understood and agreed that the term "Property" shall be deemed to mean and include the real property specifically described in Exhibit "A", all buildings and improvements thereon (including any personal property described in Exhibit "A") and all rights, easements, privileges and appurtenances in connection therewith, that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine and/or feminine, the singular or plural number, individuals, firms or corporations, that the rights and obligations of the Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors in trust and assigns and that where there is more than one Grantor or Grantee, any covenants of the respective party shall be and for all purposes deemed to be joint and several.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

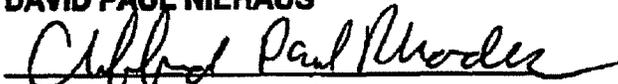
IN WITNESS WHEREOF, the undersigned have executed this instrument on

APPROVED AS TO FORM:

ING, HORIKAWA, JORGENSEN & STEWART

GRANTORS:

DAVID PAUL NIEHAUS



CLIFFORD PAUL RHODES

GRANTEE:

LONA RIDGE, LLC, a Hawaii limited liability company

By _____
LEONA R. WILSON, Member

By _____
WILLIAM P. WILSON, Member

3

them and each of them from any failure so to observe and perform any of such terms, covenants, conditions and restrictions.

It is understood and agreed that the term "Property" shall be deemed to mean and include the real property specifically described in Exhibit "A", all buildings and improvements thereon (including any personal property described in Exhibit "A") and all rights, easements, privileges and appurtenances in connection therewith, that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine and/or feminine, the singular or plural number, individuals, firms or corporations, that the rights and obligations of the Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors in trust and assigns and that where there is more than one Grantor or Grantee, any covenants of the respective party shall be and for all purposes deemed to be joint and several.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the undersigned have executed this instrument on 6/23/05.

APPROVED AS TO FORM:

ING, HOKIKAWA, JORGENSEN & STEWART

GRANTORS:

DAVID PAUL NIEHAUS

CLIFFORD PAUL RHODES

GRANTEE:

LONA RIDGE, LLC, a Hawaii limited liability company

By Leona R. Wilson
LEONA R. WILSON, Member

By William P. Wilson
WILLIAM P. WILSON, Member

STATE OF HAWAII
COUNTY OF MAUI

)
) SS.
)

On June 22, 2005 before me personally appeared **DAVID PAUL NIEHAUS**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

P

Patricia A. Inclong
(notary's signature)

Patricia A. Inclong

(print/type name of notary)
Notary Public, in and for said
County and State.

My commission expires: 12/17/05

STATE OF HAWAII
COUNTY OF MAUI

)
) SS.
)

On _____ before me personally appeared **CLIFFORD PAUL RHODES**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(notary's signature)

(print/type name of notary)
Notary Public, in and for said
County and State.

My commission expires:

STATE OF HAWAII
COUNTY OF MAUI

)
) SS.
)

On _____ before me personally appeared **DAVID PAUL NIEHAUS**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(notary's signature)

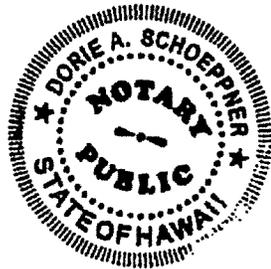
(print/type name of notary)
Notary Public, in and for said
County and State.

My commission expires:

STATE OF HAWAII
COUNTY OF MAUI

)
) SS.
)

On JUN 21 2005 before me personally appeared **CLIFFORD PAUL RHODES**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



(notary's signature)

Dorie A. Schoepner
Expiration Date: September 28, 2007

(print/type name of notary)
Notary Public, in and for said
County and State.

My commission expires:

3

STATE OF HAWAII NY
COUNTY OF MAUI Westchester, ss.

on June 23 2005 before me appeared
LEONA R. WILSON and WILLIAM P. WILSON, to me personally known, who, being by
me duly sworn, did say that they are all of the Members of LONA RIDGE, LLC, a Hawaii
limited liability company, and that said instrument was signed in behalf of said company,
and the said Members acknowledged said instrument to be the free act and deed of said
company.

Debra Brazee

(notary's signature)
Debra Brazee

(print/type name of notary)

Notary Public, in and for said
County and State.

My commission expires: 6/4/07

DEBRA BRAZEE
Notary Public, State of New York
No. 018R0009749
Qualified in Westchester County
Commission Expires June 4, 2007

EXHIBIT "A"

All of that certain parcel of land situate in Waikapu, District of Wailuku, Island and County of Maui, State of Hawaii, described as follows:

LOT 171, area 5.750 acres, more or less, as shown on Map 7, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 52 of C. Brewer & Co., Ltd.

Together with a nonexclusive easement for roadway purposes over, under, across, along and through Easement "55", as shown on Map 5, filed in the said Land Court with Land Court Application No. 52; provided, however, that in the event that all or any portion of the easement area shall be dedicated and/or conveyed to the State of Hawaii, the County of Maui, or other governmental authority, said easement with respect to the portion or portions so conveyed and/or dedicated shall immediately terminate; as granted to the Grantor herein by instrument dated June 22, 1987, filed as Land Court Document No. 1474198.

Together also with a nonexclusive easement for roadway, access and utility purposes over, under, across, along and through Lot 25, area 1,968 square feet, as shown on Map 4, filed in the said Land Court Application No. 52; provided, however, that in the event that any of said lots or any portion of portions thereof is dedicated and/or conveyed to the State of Hawaii, the County of Maui, or other governmental authority, or to the Wailuku Heights Extension Unit II Homeowners Association, said easement with respect to the portion or portions thereof so dedicated and/or conveyed shall immediately terminate.

Being the land described in Transfer Certificate of Title No. 719,376 issued to Grantor herein.

SUBJECT, HOWEVER to the following:

1. Designation of Easement "53" for drainage purposes as shown on Map 5, as set forth by Land Court Order No. 83524.
2. Covenants, conditions and reservations, contained in Deed dated September 23, 1980, filed in the Office of the Assistant Registrar of the State of Hawaii as Land Court Document No. 1033575, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15016, Page 304.

The foregoing includes, but is not limited to, matters relating to water reservation.

3. Covenants, conditions and reservations, contained in Deed dated June 22, 1987, filed in said Office of the Assistant Registrar as Land Court Document No. 1474194.

The foregoing includes, but is not limited to, matters relating to agricultural activities, including sugar cane burning, on nearby lands.

4. Covenants, conditions and reservations, contained in Declaration of Protective Covenants, Conditions and Restrictions for Wailuku Heights Extension – Unit II dated January 29, 1988, filed in said Office of the Assistant Registrar as Land Court Document No. 1530403.

5. Covenants, conditions and reservations, contained in Agreement for Allocation of Future Subdivision Potential dated August 6, 2003, recorded in said Bureau of Conveyances as Document No. 2003-177807, by David Paul Niehaus and Clifford Rhodes, and the County of Maui, through its Department of Public Works and Environmental Management, a political subdivision of the State of Hawaii.

6. Covenants, conditions and reservations, contained in Subdivision Agreement (Agricultural Use) dated September 2, 2003, recorded in said Bureau of Conveyances as Document No. 2003-241286, by and between Clifford P. Rhodes, David P. Niehaus, and the County of Maui, through its Department of Planning, a body politic and corporate, and a political subdivision of the State of Hawaii.

7. Covenants, conditions and reservations, contained in Restrictive Covenants for Lot 171 and Lot 172, Map 7, Land Court Application No. 52, dated October 29, 2004, filed in said Office of the Assistant Registrar as Land Court Document No. 3192206.

EXHIBIT 2

est



L-298 STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

MAY 02, 2011 08:02 AM

Doc No(s) 4068700
on Cert(s) 755,542

(Issuance of Cert(s) 1,022,060

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR
CONVEYANCE TAX: \$5639.60



20 1/1 Z13

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return by Mail Pickup To:

LEONA ROCHA WILSON
192 Halau Place
Wailea, Maui, Hawaii 96753

TOTAL NUMBER OF PAGES: 7

H:\Data\Michelle\Bus Op\LONA RIDGE LLC 9385-01\588 Kulaiwi Drive.v63.doc

T.M.K.: (2) 3-5-002-010

QUITCLAIM DEED

THIS INDENTURE, made on this April 1, 2011, by and between **LONA RIDGE, LLC**, a Hawaii limited liability company, whose address is 192 Halau Street, Wailea, Maui, Hawaii 96753, hereinafter referred to as the "GRANTOR", and **LEONA ROCHA WILSON**, widow, whose address is 192 Halau Place, Wailea, Maui, Hawaii 96753, hereinafter referred to as the "GRANTEE".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), to Grantor in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, convey, and forever quitclaim unto the Grantee, as Tenant in Severalty, her heirs and assigns, forever, the property described in Exhibit "A" attached hereto and made a part hereof.

AND the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereon or thereunto belonging or appertaining or held and enjoyed therewith, unto the said Grantee as aforesaid, forever.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the undersigned executed these presents the day and year first above written.

APPROVED AS TO FORM:

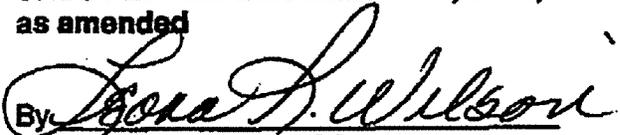


LAW OFFICES OF KING & JORGENSEN, LLP

GRANTOR:

✓ LONA RIDGE, LLC, a Hawaii limited liability company

By **WILLIAM P. WILSON REVOCABLE TRUST DATED DECEMBER 27, 2001, as amended**

By 

LEONA R. WILSON,
Sole Remaining Trustee
Its Member

✓ By **LEONA R. WILSON REVOCABLE TRUST DATED DECEMBER 27, 2001, as amended**

By 

LEONA R. WILSON, Trustee
Its Member

STATE OF HAWAII
COUNTY OF MAUI

)
) SS.
)

This 7-page QUITCLAIM DEED dated APR 01 2011, was subscribed and sworn to before me, MELODY A. ANDRION, on APR 01 2011, in the Second Circuit of the State of Hawaii, by **LEONA R. WILSON, Sole Remaining Trustee** of the aforesaid Trust, to me personally known, who, being by me duly sworn, did say that she is the sole remaining trustee of the **WILLIAM P. WILSON REVOCABLE TRUST DATED DECEMBER 27, 2001, as amended**, said trust being a Member of **LONA RIDGE, LLC**, a Hawaii limited liability company, and that said instrument was signed in behalf of said company, and the said trustee acknowledged said instrument to be the free act and deed of said trust as a Member of said company.



Melody A. Andrion

(notary's signature)

MELODY A. ANDRION

(print/type name of notary)

Notary Public, in and for said
County and State.

My commission expires: **JUL 02 2012**

STATE OF HAWAII
COUNTY OF MAUI

)
) SS.
)

This 7-page QUITCLAIM DEED dated APR 01 2011, was subscribed and sworn to before me, MELODY A. ANDRION, on APR 01 2011, in the Second Circuit of the State of Hawaii, by **LEONA R. WILSON, Trustee** of the aforesaid Trust, to me personally known, who, being by me duly sworn, did say that she is the trustee of the **LEONA R. WILSON REVOCABLE TRUST DATED DECEMBER 27, 2001, as amended**, said trust being a Member of **LONA RIDGE, LLC**, a Hawaii limited liability company, and that said instrument was signed in behalf of said company, and the said trustee acknowledged said instrument to be the free act and deed of said trust as a Member of said company.



Melody A. Andrion

(notary's signature)

MELODY A. ANDRION

(print/type name of notary)

Notary Public, in and for said
County and State.

My commission expires: **JUL 02 2012**

EXHIBIT "A"

As to an undivided fifty percent (50%) interest in and to the following:

All of that certain parcel of land situate in Walkapu, District of Wailuku, Island and County of Maui, State of Hawaii, described as follows:

LOT 171, area 5.750 acres, more or less, as shown on Map 7, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 52 of C. Brewer & Co., Ltd.

Together with a nonexclusive easement for roadway purposes over, under, across, along and through Easement "55", as shown on Map 5, filed in the said Land Court with Land Court Application No. 52; provided, however, that in the event that all or any portion of the easement area shall be dedicated and/or conveyed to the State of Hawaii, the County of Maui, or other governmental authority, said easement with respect to the portion or portions so conveyed and/or dedicated shall immediately terminate; as granted to the Grantor herein by instrument dated June 22, 1987, filed as Land Court Document No. 1474198.

Together also with a nonexclusive easement for roadway, access and utility purposes over, under, across, along and through Lot 25, area 1,968 square feet, as shown on Map 4, filed in the said Land Court Application No. 52; provided, however, that in the event that any of said lots or any portion of portions thereof is dedicated and/or conveyed to the State of Hawaii, the County of Maui, or other governmental authority, or to the Wailuku Heights Extension Unit II Homeowners Association, said easement with respect to the portion or portions thereof so dedicated and/or conveyed shall immediately terminate.

Being the land described in Transfer Certificate of Title No. 755,542 issued to Grantor herein.

SUBJECT, HOWEVER to the following:

1. Designation of Easement "53" for drainage purposes as shown on Map 5, as set forth by Land Court Order No. 83524.
2. Covenants, conditions and reservations, contained in Deed dated September 23, 1980, filed in the Office of the Assistant Registrar of the State of Hawaii as Land Court Document No. 1033575, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15016, Page 304.

The foregoing includes, but is not limited to, matters relating to water reservation.

3. Covenants, conditions and reservations, contained in Deed dated June 22, 1987, filed in said Office of the Assistant Registrar as Land Court Document No. 1474194.

The foregoing includes, but is not limited to, matters relating to agricultural activities, including sugar cane burning, on nearby lands.

4. Covenants, conditions and reservations, contained in Declaration of Protective Covenants, Conditions and Restrictions for Wailuku Heights Extension – Unit II dated January 29, 1988, filed in said Office of the Assistant Registrar as Land Court Document No. 1530403.

5. Covenants, conditions and reservations, contained in Agreement for Allocation of Future Subdivision Potential dated August 6, 2003, recorded in said Bureau of Conveyances as Document No. 2003-177807, by David Paul Niehaus and Clifford Rhodes, and the County of Maui, through its Department of Public Works and Environmental Management, a political subdivision of the State of Hawaii.

6. Covenants, conditions and reservations, contained in Subdivision Agreement (Agricultural Use) dated September 2, 2003, recorded in said Bureau of Conveyances as Document No. 2003-241286, by and between Clifford P. Rhodes, David P. Niehaus, and the County of Maui, through its Department of Planning, a body politic and corporate, and a political subdivision of the State of Hawaii.

7. Covenants, conditions and reservations, contained in Restrictive Covenants for Lot 171 and Lot 172, Map 7, Land Court Application No. 52, dated October 29, 2004, filed in said Office of the Assistant Registrar as Land Court Document No. 3192206.

EXHIBIT 3

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STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

May 22, 2012 8:02 AM

Doc No(s) T-8177222
on Cert(s) 1022080
Issuance of Cert(s) 1042619



1 1/1 KLA
B-32065617

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

Conveyance Tax: \$1.50

LAND COURT SYSTEM

REGULAR SYSTEM

KA

After Recordation Return by Mail Pickup To:

Leona Rocha Wilson
588 Kulaiwi Drive
Wailuku, Hawaii 96793

TOTAL NUMBER OF PAGES: 5

H:\Data\Michelle\Bus Op\LONA RIDGE LLC 9335-01\588 Kulaiwi Drive Quitclaim Deed (2012).doc
T.M.K.: (2) 3-5-002-010

QUITCLAIM DEED

THIS INDENTURE, made on this APR 23 2012, by and between **LEONA ROCHA WILSON**, widow, whose address is 588 Kulaiwi Drive, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "GRANTOR", and **LONA RIDGE, LLC**, a Hawaii limited liability company, whose address is 588 Kulaiwi Drive, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "GRANTEE".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), to Grantor in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, convey, and forever quitclaim unto the Grantee, as Tenant in Severalty, its successors and assigns, forever, the property described in Exhibit "A" attached hereto and made a part hereof.

AND the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereon or thereunto belonging or appertaining or held and enjoyed therewith, unto the said Grantee as aforesaid, forever.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

IN WITNESS WHEREOF, the undersigned executed these presents the day and year first above written.

APPROVED AS TO FORM:



THE ING LAW FIRM, L.L.C

GRANTOR:



LEONA ROCHA WILSON

STATE OF HAWAII

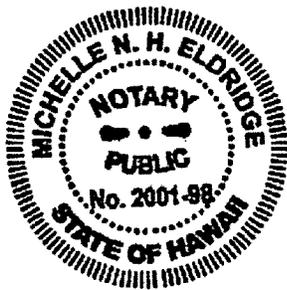
)

) SS.

COUNTY OF MAUI

)

This 5-page QUITCLAIM DEED dated APR 23 2012, was subscribed and sworn to before me, MICHELLE N.H. ELDRIDGE, on APR 23 2012, in the Second Circuit of the State of Hawaii, by **LEONA ROCHA WILSON**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



(Handwritten signature)

 (notary's signature)

MICHELLE N.H. ELDRIDGE

(print/type name of notary)

Notary Public, in and for said
 County and State.

My commission expires: APR 01 2013

EXHIBIT "A"

As to an undivided fifty percent (50%) interest in and to the following:

All of that certain parcel of land situate in Waikapu, District of Wailuku, Island and County of Maui, State of Hawaii, described as follows:

LOT 171, area 5.750 acres, more or less, as shown on Map 7, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 52 of C. Brewer & Co., Ltd.

Together with a nonexclusive easement for roadway purposes over, under, across, along and through Easement "55", as shown on Map 5, filed in the said Land Court with Land Court Application No. 52; provided, however, that in the event that all or any portion of the easement area shall be dedicated and/or conveyed to the State of Hawaii, the County of Maui, or other governmental authority, said easement with respect to the portion or portions so conveyed and/or dedicated shall immediately terminate; as granted to the Grantor herein by instrument dated June 22, 1987, filed as Land Court Document No. 1474198.

Together also with a nonexclusive easement for roadway, access and utility purposes over, under, across, along and through Lot 25, area 1,968 square feet, as shown on Map 4, filed in the said Land Court Application No. 52; provided, however, that in the event that any of said lots or any portion of portions thereof is dedicated and/or conveyed to the State of Hawaii, the County of Maui, or other governmental authority, or to the Wailuku Heights Extension Unit II Homeowners Association, said easement with respect to the portion or portions thereof so dedicated and/or conveyed shall immediately terminate.

Being the land described in Transfer Certificate of Title No. 1,022,060 issued to Grantor herein.

SUBJECT, HOWEVER to the following:

1. Designation of Easement "53" for drainage purposes as shown on Map 5, as set forth by Land Court Order No. 83524.

2. Covenants, conditions and reservations, contained in Deed dated September 23, 1980, filed in the Office of the Assistant Registrar of the State of Hawaii as Land Court Document No. 1033575, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15016, Page 304.

The foregoing includes, but is not limited to, matters relating to water reservation.

3. Covenants, conditions and reservations, contained in Deed dated June 22, 1987, filed in said Office of the Assistant Registrar as Land Court Document No. 1474194.

The foregoing includes, but is not limited to, matters relating to agricultural activities, including sugar cane burning, on nearby lands.

4. Covenants, conditions and reservations, contained in Declaration of Protective Covenants, Conditions and Restrictions for Wailuku Heights Extension – Unit II dated January 29, 1988, filed in said Office of the Assistant Registrar as Land Court Document No. 1530403.

5. Covenants, conditions and reservations, contained in Agreement for Allocation of Future Subdivision Potential dated August 6, 2003, recorded in said Bureau of Conveyances as Document No. 2003-177807, by David Paul Niehaus and Clifford Rhodes, and the County of Maui, through its Department of Public Works and Environmental Management, a political subdivision of the State of Hawaii.

6. Covenants, conditions and reservations, contained in Subdivision Agreement (Agricultural Use) dated September 2, 2003, recorded in said Bureau of Conveyances as Document No. 2003-241286, by and between Clifford P. Rhodes, David P. Niehaus, and the County of Maui, through its Department of Planning, a body politic and corporate, and a political subdivision of the State of Hawaii.

7. Covenants, conditions and reservations, contained in Restrictive Covenants for Lot 171 and Lot 172, Map 7, Land Court Application No. 52, dated October 29, 2004, filed in said Office of the Assistant Registrar as Land Court Document No. 3192206.

EXHIBIT 4

260
Ry



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

October 17, 2014 8:02 AM

Doc No(s) T-9055200
on Cert(s) 1042619
Issuance of Cert(s) 1086409



/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

1 1/1 SMC
B-32535550

Conveyance Tax: \$1.00

LAND COURT SYSTEM

REGULAR SYSTEM

9) After Recordation Return by Mail Pickup To:

LEONA R WILSON TRUSTEE
588 KULAIWI DRIVE
WAILUKU HI 96793

TOTAL NUMBER OF PAGES: 6

iiSERVER\Data\Michelle\Bus Op\LONA RIDGE LLC 9335-01\588 Kulaiwi Drive Quitclaim Deed (2014).doc
T.M.K.: (2) 3-5-002-010

QUITCLAIM DEED

THIS INDENTURE, made on this OCT 01 2014, by and between **LONA RIDGE, LLC**, a Hawaii limited liability company, whose address is 588 Kulaiwi Drive, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "GRANTOR", and **LEONA R. WILSON, Trustee** of the Leona R. Wilson Revocable Trust dated December 27, 2001, as amended, having all powers under said trust, including full power to sell, convey, exchange, mortgage, lease, assign or otherwise deal with and dispose of all lands of the trust estate and interests therein, whose address is 588 Kulaiwi Drive, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "GRANTEE".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), to Grantor in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, convey, and forever quitclaim unto the Grantee, as

Trustee, her successor trustees and assigns, forever, the property described in Exhibit "A" attached hereto and made a part hereof.

AND the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereon or thereunto belonging or appertaining or held and enjoyed therewith, unto the said Grantee as aforesaid, forever.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

IN WITNESS WHEREOF, the undersigned executed these presents the day and year first above written.

APPROVED AS TO FORM:



THE ING LAW FIRM, LLLC

GRANTOR:

LONA RIDGE, LLC, a Hawaii limited liability company

By **WILLIAM P. WILSON REVOCABLE TRUST DATED DECEMBER 27, 2001, as amended**

By 

LEONA R. WILSON, Sole Remaining Trustee
Its Member

By **LEONA R. WILSON REVOCABLE TRUST DATED DECEMBER 27, 2001, as amended**

By 

LEONA R. WILSON, Trustee
Its Member

STATE OF HAWAII

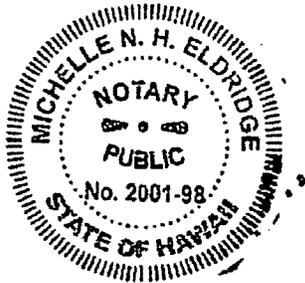
)

) SS.

COUNTY OF MAUI

)

This 6-page QUITCLAIM DEED dated OCT 01 2014, was subscribed and sworn to before me, MICHELLE N.H. ELDRIDGE, on OCT 01 2014, in the Second Circuit of the State of Hawaii, by **LEONA R. WILSON, Sole Remaining Trustee** of the aforesaid Trust, to me personally known, who, being by me duly sworn, did say that she is the sole remaining trustee of the **WILLIAM P. WILSON REVOCABLE TRUST DATED DECEMBER 27, 2001, as amended**, said trust being a Member of **LONA RIDGE, LLC**, a Hawaii limited liability company, and that said instrument was signed in behalf of said company, and the said trustee acknowledged said instrument to be the free act and deed of said trust as a Member of said company.



A handwritten signature in black ink, appearing to read "Michelle N.H. Eldridge", written over a horizontal line.

(notary's signature)

MICHELLE N.H. ELDRIDGE

(print/type name of notary)

Notary Public, in and for said
County and State.

My commission expires: **APR 01 2017**

STATE OF HAWAII

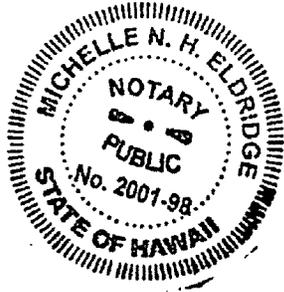
)

) SS.

COUNTY OF MAUI

)

This 6-page QUITCLAIM DEED dated OCT 01 2014, was subscribed and sworn to before me, MICHELLE N.H. ELDRIDGE, on OCT 01 2014, in the Second Circuit of the State of Hawaii, by **LEONA R. WILSON, Trustee** of the aforesaid Trust, to me personally known, who, being by me duly sworn, did say that she is the trustee of the **LEONA R. WILSON REVOCABLE TRUST DATED DECEMBER 27, 2001, as amended**, said trust being a Member of **LONA RIDGE, LLC**, a Hawaii limited liability company, and that said instrument was signed in behalf of said company, and the said trustee acknowledged said instrument to be the free act and deed of said trust as a Member of said company.



(Handwritten signature of Michelle N.H. Eldridge)

 (notary's signature)

MICHELLE N.H. ELDRIDGE

(print/type name of notary)
 Notary Public, in and for said
 County and State.

My commission expires: **APR 01 2017**

EXHIBIT "A"

All of that certain parcel of land situate in Waikapu, District of Wailuku, Island and County of Maui, State of Hawaii, described as follows:

LOT 171, area 5.750 acres, more or less, as shown on Map 7, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 52 of C. Brewer & Co., Ltd.

Together with a nonexclusive easement for roadway purposes over, under, across, along and through Easement "55", as shown on Map 5, filed in the said Land Court with Land Court Application No. 52; provided, however, that in the event that all or any portion of the easement area shall be dedicated and/or conveyed to the State of Hawaii, the County of Maui, or other governmental authority, said easement with respect to the portion or portions so conveyed and/or dedicated shall immediately terminate; as granted to the Grantor herein by instrument dated June 22, 1987, filed as Land Court Document No. 1474198.

Together also with a nonexclusive easement for roadway, access and utility purposes over, under, across, along and through Lot 25, area 1,968 square feet, as shown on Map 4, filed in the said Land Court Application No. 52; provided, however, that in the event that any of said lots or any portion of portions thereof is dedicated and/or conveyed to the State of Hawaii, the County of Maui, or other governmental authority, or to the Wailuku Heights Extension Unit II Homeowners Association, said easement with respect to the portion or portions thereof so dedicated and/or conveyed shall immediately terminate.

Being the land described in Transfer Certificate of Title No. 1042619 issued to Grantor herein.

SUBJECT, HOWEVER to the following:

1. Designation of Easement "53" for drainage purposes as shown on Map 5, as set forth by Land Court Order No. 83524.
2. Covenants, conditions and reservations, contained in Deed dated September 23, 1980, filed in the Office of the Assistant Registrar of the State of Hawaii as Land Court Document No. 1033575, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15016, Page 304.

The foregoing includes, but is not limited to, matters relating to water reservation.

3. Covenants, conditions and reservations, contained in Deed dated June 22, 1987, filed in said Office of the Assistant Registrar as Land Court Document No. 1474194.

The foregoing includes, but is not limited to, matters relating to agricultural activities, including sugar cane burning, on nearby lands.

4. Covenants, conditions and reservations, contained in Declaration of Protective Covenants, Conditions and Restrictions for Wailuku Heights Extension – Unit II dated January 29, 1988, filed in said Office of the Assistant Registrar as Land Court Document No. 1530403.

5. Covenants, conditions and reservations, contained in Agreement for Allocation of Future Subdivision Potential dated August 6, 2003, recorded in said Bureau of Conveyances as Document No. 2003-177807, by David Paul Niehaus and Clifford Rhodes, and the County of Maui, through its Department of Public Works and Environmental Management, a political subdivision of the State of Hawaii.

6. Covenants, conditions and reservations, contained in Subdivision Agreement (Agricultural Use) dated September 2, 2003, recorded in said Bureau of Conveyances as Document No. 2003-241286, by and between Clifford P. Rhodes, David P. Niehaus, and the County of Maui, through its Department of Planning, a body politic and corporate, and a political subdivision of the State of Hawaii.

7. Covenants, conditions and reservations, contained in Restrictive Covenants for Lot 171 and Lot 172, Map 7, Land Court Application No. 52, dated October 29, 2004, filed in said Office of the Assistant Registrar as Land Court Document No. 3192206.

EXHIBIT 5

WAILUKU HEIGHTS EXTENSION UNIT II
BOARD OF DIRECTORS/ENVIRONMENTAL COMMITTEE MEETING
15 JUNE 2005

The meeting was called to order by the Vice-President Mark Ballard at 7:00 P.M. at 570 Kulaiwi Drive, Wailuku.

Board members in attendance included Stacey Arakawa, Maggie Garcia-Arashiro, Mark Ballard, and Eva Duponte. Warren Harrison was absent due to a continuing serious illness. Attorney, Joel Eser Richman, representing the Board was also present to assist the Board in resolving the following issues;

1. Closure to the dispute concerning construction of a "tool shed" on Lot 153 by Jaine Nava and Jessie Vareles;
2. Review of a landscaping plan for Lot 153 submitted by owners Nava/Vareles;
3. Request from Mrs. Leona Wilson to gain access across Lot 144 in Wailuku Heights Extension Unit II to her new adjoining Lot 171.
4. Illness of President Warren Harrison and the need to have the Vice-President temporally assume the duties of the Presidency.

Accordingly;

1. Eva Duponte moved, Stacey Arakawa seconded, and it passed unanimously to authorize Mr. Richman to proceed with scheduling of an Environmental Committee meeting with all the parties as soon as possible. (Parties: Environmental Committee, Attorney Joel Richman, Attorney Matthew V. Pietsch, Nava/Vareles.)
2. Maggie Garcia-Arashiro moved, Stacey Arakawa seconded, and it passed unanimously to approve the landscaping plan submitted by Nava/Vareles.
3. Mark Ballard moved, Stacey Arakawa seconded, and it passed unanimously to approve Leona Wilson's request for the use of Lot 144 for only a landscaped driveway as access to her Lot 171 with the condition that there be no residential structure built on Lot 144, Lot 171 not be subdivided, and that the landscape plan for Lot 144 be approved by the Wailuku Heights Extension Unit II Environmental Committee.
4. The Board decided unanimously to have the Vice President, Mark Ballard, assume all duties of the Presidency for a period of six months because of the apparent incapacity of the President Warren Harrison due to a serious illness and the necessity to resolve several important issues.

There being no more business, the meeting was adjourned at 8:10 P.M.

Respectfully submitted

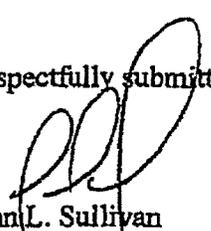

John L. Sullivan
Recorder



EXHIBIT 6

Leona Wilson
588 Kulaiwi Dr.
Wailuku, HI 96793

3/21/13
①②

Dear Mrs. Wilson,

After having listened to your proposals several times for your plans to conduct a commercial business on your property at 588 Kulaiwi Drive ~~and after surveying the neighborhood~~, we have concluded that it would be against the better interest of Wailuku Heights II to support any commercial use of the property, in accordance with existing Maui County codes. ~~We oppose the use of your property for any commercial activity,~~ including but not limited to weddings, anniversaries, non-profit functions, and corporate meetings. Your proposed uses are neither residential nor agricultural in nature, and are not similar, related, or compatible to surrounding uses.

The residential community, of which you are a part, is very strongly against allowing a commercial enterprise, since it will significantly increase the traffic through our neighborhood, as well as negatively impact its safety and tranquility. The organizers and attendees; caterers and staff; tent, table and chair suppliers; musicians or DJ's; cleaning crew and more, would all need to directly drive past approximately 60 homes in Wailuku Heights II on each and every trip into and out of your property for each of your events.

~~Your property is subject to the terms of the Wailuku Heights Unit II Subdivision Association's Declaration of Protective Covenants, Conditions and Restrictions (CC&R's).~~ These CC&R's prohibit the use of subdivision lots for commercial purposes. Specifically, ~~Section 6.24 of the CC&R's states that, no lot shall be used at any time for business or commercial activity.~~ It is our position that the use of your property for weddings, conferences, retreats and other commercial activity is and should remain prohibited.

We advise you to follow the rules and wishes of our community as you previously agreed and discontinue all efforts to establish a commercial business in Wailuku Heights II. The homeowners are strongly opposed to your proposed enterprise. The Board will resist any effort to locate incompatible land uses within our neighborhood and, if necessary, move to enforce the CC&R's of our homeowners association.

Sincerely,

Board of Directors

Wailuku Heights Extension, Unit II HOA

EXHIBIT 7



HAWAIIANA

Hawaiiana Management Company, Ltd.
Kahului Office Center
140 Hoohana Street, Suite 208
Kahului, Maui, Hawaii 96732
Tel: (808) 270-3218
Fax: (808) 873-7423
Internet: www.hmcmt.com

May 5, 2014

Lona Ridge, LLC
Ms. Leona Wilson
588 Kulaiwi Dr.
Wailuku, HI 96793

RE: Business or Commercial Activity

Dear Ms. Wilson,

On 2/10/14, a notice to **cease and desist** commercial activity at Lot 144 - 588 Kulaiwi Drive was mailed to you.

On 4/11/14, a MEO bus was spotted entering your property (please see the attached photos). Further checks revealed that the bus was carrying retired union workers and the tour operator collected and paid entrance fees to enter your property.

Per the Wailuku Heights Extension - Unit II, Declaration of Protective Covenants, Conditions, and Restrictions, Article VI, **USE RIGHTS AND RESTRICTIONS**, Section 6.24, **No Business or Commercial Activity**; "...no Lot shall be used at any time for business or commercial activity..."

Corrections Required:

- **A fine of \$100 has been assessed to your account. Please remit a check to:**

Wailuku Heights II Homeowners' Association
c/o Hawaiiana Management Company, Ltd.
Attn: Rudy Pablo, Accounting
711 Kapiolani Blvd., Ste 700
Honolulu, HI 96813

- Cease and desist all commercial activities on your property. Failure to comply will result in additional fines, per the Wailuku Heights II Homeowners' Association Violations Fine System.

If you have you have any questions, please feel free to contact me at (808) 270-3218 x899.

For the Wailuku Heights II Homeowners' Association
Board of Directors

George Fontaine
Management Executive

Enclosures

cc: Shannon Imlay, Esq.





EXHIBIT 8



Wailuku Heights Extension Unit II
Homeowners Association

April 22, 2015

Lona Ridge, LLC
Ms. Leona Wilson
588 Kulaiwi Dr.
Wailuku, HI 96793

RE: Notice of Violation and Fine

Dear Ms. Wilson,

The Wailuku Heights Extension Unit II Homeowners Association ("Association") discovered that commercial filming for a movie/film production occurred at your property on or about November 5, 2014. Such use is not consistent with the residential characteristic of Wailuku Heights.

This conduct has violated the three following provisions of the Wailuku Heights Extension - Unit II, Declaration of Protective Covenants, Conditions, and Restrictions ("Declaration"):

1. Section 2.1 of the Declaration: "Lots and portions of Lots shall be used only for single family residential purposes; provided, however, that uses incidental to and not inconsistent with such residential purposes, including, without limitation, parks, utility distribution systems and roads serving the residents of such Lots and portions of Lots, shall also be permitted."
2. Section 6.7 of the Declaration: "No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others."
3. Section 6.24, No Business or Commercial Activity.; "...no Lot shall be used at any time for business or commercial activity..."

As a result of this violation, a fine of \$100 has been assessed to your account pursuant to the Violation Fine System Resolution.



**Wailuku Heights Extension Unit II
Homeowners Association**

Please remit a check to:

**Wailuku Heights II Homeowners' Association
c/o Hawaiiana Management Company, Ltd.
Attn: Rudy Pablo, Accounting
711 Kapiolani Blvd., Ste 700
Honolulu, HI 96813**

Should you request a hearing under Section 4.8 of the Declaration, then please notify me in writing within fifteen (15) calendar days of the date on the violation notice enclosed herein. The Managing Agent's mailing address is Attn: George Fontaine, Hawaiiana Management, 140 Hooohana Street, Suite 208, Kahului, Hawaii 96732; email is georgef@hmcmt.com, and fax is 808-873-7423. If written notification requesting a hearing is not timely received by the Association, then it will be deemed that you have waived such right.

If you have you have any questions, please feel free to contact our Property Manager, George Fontaine at (808) 270-3218 x899.

Board of Directors
Wailuku Heights II Homeowners' Association

cc: Shannon Sheldon, Esq.

EXHIBIT 9



Wailuku Heights Extension Unit II
Homeowners Association

April 22, 2015

Lona Ridge, LLC
Ms. Leona Wilson
588 Kulaiwi Dr.
Wailuku, HI 96793

RE: Notice of Violation and Fine

Dear Ms. Wilson,

The Wailuku Heights Extension Unit II Homeowners Association ("Association") discovered that a "honey tasting" event occurred at your property on March 7, 2015. It was discovered that three buses from "Platinum Tours" shuttled guests from the Grand Wailea to your property for the event. The event was marketed publicly. Such use is not consistent with the residential characteristic of Wailuku Heights.

This conduct has violated the three following provisions of the Wailuku Heights Extension - Unit II, Declaration of Protective Covenants, Conditions, and Restrictions ("Declaration"):

1. Section 2.1 of the Declaration: "Lots and portions of Lots shall be used only for single family residential purposes; provided, however, that uses incidental to and not inconsistent with such residential purposes, including, without limitation, parks, utility distribution systems and roads serving the residents of such Lots and portions of Lots, shall also be permitted."
2. Section 6.7 of the Declaration: "No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others."
3. Section 6.24, No Business or Commercial Activity.; "...no Lot shall be used at any time for business or commercial activity..."

As a result of this violation, a fine of \$100 has been assessed to your account pursuant to the Violation Fine System Resolution.



Wailuku Heights Extension Unit II
Homeowners Association

Please remit a check to:

**Wailuku Heights II Homeowners' Association
c/o Hawaiiana Management Company, Ltd.
Attn: Rudy Pablo, Accounting
711 Kapiolani Blvd., Ste 700
Honolulu, HI 96813**

Should you request a hearing under Section 4.8 of the Declaration, then please notify me in writing within fifteen (15) calendar days of the date on the violation notice enclosed herein. The Managing Agent's mailing address is Attn: George Fontaine, Hawaiiana Management, 140 Hooohana Street, Suite 208, Kahului, Hawaii 96732; email is georgef@hmcmt.com, and fax is 808-873-7423. If written notification requesting a hearing is not timely received by the Association, then it will be deemed that you have waived such right.

If you have you have any questions, please feel free to contact our Property Manager, George Fontaine at (808) 270-3218 x899.

Board of Directors
Wailuku Heights II Homeowners' Association

cc: Shannon Sheldon, Esq.

EXHIBIT 10

Wailuku Heights Extension Unit II
Homeowners Association

c/o Hawaiiana Management Co., Ltd.
140 Ho'ohana Street Suite 208
Kahului, HI 96732

March 29, 2017

7016 2070 0000 9645 5916
Certified return receipt

Wilson, Leona R., Trustee
588 Kulaiwi Drive
Wailuku, HI 96793

RE: NOTICE OF VIOLATION AND FINE - FEBRUARY 11, 2017 WEDDING

Dear Ms. Wilson,

The Board of Directors of Wailuku Heights Extension Unit II Homeowners Association has received a complaint that a commercial wedding occurred at your property in Wailuku Heights Extension II on February 11, 2017. The complainant stated that on February 11, 2017, from approximately 4 p.m. until 9 p.m., a high volume of cars and shuttle buses were observed traveling to and from 588 Kalaiwi Drive. Shuttles made numerous trips up and down Kalaiwi Drive. Large numbers of vehicles were observed going to and from the location. Vehicles traveling at a high rate of speed were coming down from the site. The complainant stated that a number of downhill bound vehicles were driving on the wrong side of the street. There is a public posting of a video of the wedding.

Hosting this special event at your property violated the three following provisions of the Wailuku Heights Extension - Unit II, Declaration of Protective Covenants, Conditions, and Restrictions ("Declaration"):

1. Section 2.1 of the Declaration: "Lots and portions of Lots shall be used only for single family residential purposes; provided, however, that uses incidental to and not inconsistent with such residential purposes, including, without limitation, parks, utility distribution systems and roads serving the residents of such Lots and portions of Lots, shall also be permitted."
2. Section 6.7 of the Declaration: "No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others."
3. Section 6.24, No Business or Commercial Activity.: "...no Lot shall be used at any time for business or commercial activity..."

As a result of this violation, a fine of \$100 has been assessed to your account pursuant to the Violation Fines System Resolution.

Wailuku Heights Extension Unit II
Homeowners Association

c/o Hawaiiana Management Co., Ltd.
140 Ho'ohana Street Suite 208
Kahului, HI 96732

March 28, 2017
Page 2

Please remit a check to:

Wailuku Heights Extension Unit II Homeowners Association
c/o Hawaiiana Management Company, Ltd.
Attn: Rudy Pablo, Accounting
711 Kapiolani Blvd., Ste 700
Honolulu, HI 96813

Should you request a hearing under Section 4.8 of the Declaration, then please notify the Association in writing within fifteen (15) calendar days of the date on this violation notice in care of the Managing Agent, Hawaiiana Management Company, Attention Janice Eisler, Management Executive – 140 Hoohana Street, Ste. 208, Kahului, HI 96732; email: janicee@hmcmt.com; or fax: 808-873-7423. If written notification requesting a hearing is not timely received by the Association, then it will be deemed that you have waived such right.

Should you have any questions, you may contact the Managing Agent, Janice Eisler – email: janicee@hmcmt.com; phone: (808) 270-3218.

The Board of Directors of
Wailuku Heights Extension Unit II Homeowners Association

cc: Board of Directors of Wailuku Heights Extension Unit II Homeowners Association