

Opihihale Sunset View Estates Homeowners

Date: 5/5/07

To: Don Rullo, Dean Gilpin, et all.

This is to inform you that it has come to the attention of the homeowners that you intend to subdivide, with variances, Lot 8 into 33 lots, 32 of which are under 5 acres. This is in direct violation of the Declaration of Covenants Conditions and Restrictions governing this subdivision. **Section 4.04 Subdivision and Consolidation states:** " No lot or lots within the Development shall be consolidated and resubdivided or reconfigured or subdivided by any Owner, except in compliance with all applicable governmental subdivision laws and ordinances without variance(s) and provided that any resulting lot is at least five (5) acres in size. No lot or lots within the Development shall be subjected to a Condominium Property Regime or co-tenancy agreement that divides its possession and ownership.

The planned development Ho'omau I Mua, a subdivision within our subdivision will not be tolerated. We the undersigned property owners of Opihihale Sunset View Estates ask that you cease and desist any further unpermitted grading or bulldozing and enjoy the property as it is.

Sincerely,

Ethan Sharkey (Lot 7)

Puaita Pulotu (Lot 2)

Eric Peck (Lot 5)

cc Hawaii County Planning Dept.
Hawaii County Building Dept.
Hawaii County Engineering Dept.

Section 4.04 Subdivision and Consolidation. No lot or lots within the Development shall be consolidated and resubdivided or reconfigured or subdivided by any Owner, except in compliance with all applicable governmental subdivision laws and ordinances without variance(s) and provided that any resulting lot is at least five (5) acres in size. No lot or lots within the Development shall be subjected to a Condominium Property Regime or a co-tenancy agreement that divides its possession and ownership or use.

Section 4.05 Obligations of Owners, Termination. Upon the conveyance, sale, assignment or other transfer of a lot to a new Owner, the transferring Owner shall not be liable for any assessments levied with respect to such lot and payable after the date of such transfer, and no person after the termination of his status as an Owner and prior to his again becoming an Owner shall incur any of the obligations or enjoy any of the benefits of an Owner under the Declaration following the date of such termination.

Section 4.06 Duration. The limitations, restrictions, covenants and conditions of the Declaration shall continue and remain in full force and effect at all times with respect to all property, and each part thereof, including within the Development and to the Owners for a period of twenty-five (25) years following the date of recordation of this Declaration, provided, however, that unless within one (1) year prior to the expiration of said twenty-five (25) year period, there shall be recorded an instrument directing the termination of the Declaration signed by the Owners of not less than three-fourths (3/4) of the lots within the Development existing as the time of the making of this Declaration, the Declaration then in effect immediately prior to the expiration date shall be continued automatically without further notice for an additional period of ten (10) years, and thereafter for successive periods of ten (10) years each unless, within on (1) year prior to expiration of any such period, the Declaration shall be terminated as set forth above in this paragraph.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the day and year first above written.

"DECLARANT"

CREATE 21 CHUO, INC.,
a Hawaii corporation

By


KYUNG DO OH
Its Vice-President

By


KOJIRO OKAWA
Its Secretary