

VOLUNTARY DECLINE/RELINQUISHMENT
OF HAWAIIAN PARADISE PARK OWNERS



OWNER(S)

Michael N. Covington
Angelica L. Covington

DECLINE/RELINQUISHMENT OF VOLUNTARY
MEMBERSHIP

TMK NUMBER(S)

TMK 1-5-021-025-0000

(For additional information, please attach additional

I. STATEMENT:

The Owner(s) of the above captioned Hawaiian Paradise Park properties, are requesting that the Hawaiian Paradise Park Association (HPPOA) certify this DECLINE/RELINQUISHMENT OF VOLUNTARY MEMBERSHIP FORM.

II. OWNERS INFORMATION:

1. Mailing Address: _16-566 Keaau-Pahoa Rd. #188-514Keaau, HI 96749

Keaau

Hawaii

96749

City

State

Zip Code

2. Phone: _808-421-8919

3. Email: covington06375@yahoo.com

YES

NO

4. Do you have any outstanding debts to HPPOA?

Please specify: _____ N/A

_____ N/A

III. JURISDICTION, RIGHTS AND RESTRICTIONS

The Hawaii Supreme and Third District Courts, having original jurisdiction over the case of Paradise Hui Hanalike (now HPPOA) Vs. Hawaiian Paradise Park Corporation (David Watumull) and utilizing the remedies of law and equity, ruled in favor of Paradise Hui Hanalike (now HPPOA) allowing that organization to "compel" owners to pay them Mandatory Road Fee Money. Which, if not paid, would result in a lien being placed on the HPP owners property. Those same courts, again utilizing the remedies of law and equity, ruled that HPP owners who are obligated to pay Mandatory Road Fees to Paradise Hui Hanalike (now HPPOA) had rights attached to that obligation. And that regardless of HPP Owners being members of the Paradise Hui Hanalike (now HPPOA) or not, all HPP Owners had the right to vote (emphasis added).

5. Voluntary Decline/Relinquishment

- a) An HPP Owner may decline/relinquish voluntary membership in accordance with the Hawaii Supreme and Third District Courts order. The decline/relinquishment of voluntary membership is also stated in the HPPOA Bylaws currently from 2010, Article VI, Section 1a, which was illegally amended, at that time, to establish "consequences" for owners who chose not to be HPPOA members. As in, relinquishing their rights to vote. As such the amended 2010 Bylaw, Article VI, Section 1a, as worded is illegal. And I (we) do not agree to relinquish our right(s) to vote (emphasis added). As per Article VI, Section 1a, I (we) do agree to continue to pay annual Road Maintenance Fees, as mandated by the Hawaii Supreme and Third District Courts.
- b) An HPP Owner who seeks to decline/relinquish voluntary HPPOA membership will notify the HPPOA office in writing. As per, HPPOA Bylaws, Article, VI, Section 1a.
- c) The HPPOA office will immediately document the HPP owners Decline/Relinquishment Form and will maintain a current, updated list of non-members., in accordance with State document retention law(s).
- d) The decline/relinquishment of voluntary membership will become effective upon the HPPOA Office's receipt of the HPP owner(s) Decline/Relinquishment Form and owners will be given an immediate documented verification of such.

6. Reestablishment of Membership

- a) HPP owners who are current on the Road Maintenance Fees and have declined/relinquished their HPPOA membership may, at any time reapply for membership so long as they maintain their HPP property ownership.

I swear, to the best of my abilities, that the above information I have provided is true and correct.

Signature(s): Angelica L. Covington Date: 30 June 24
30 June 2024