

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer SUSAN F. YEAGER

Address P. O. Box 128, Cedar Ridge, California 95924

Project Name(\*): MAMA O KOMO HANA CONDOMINIUM

Address: Kalihiwai, Hanalei, Kauai, Hawaii

Registration No. 2272

Effective date: March 20, 1996

Expiration date: April 20, 1997

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

     PRELIMINARY: The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.  
(yellow)

     FINAL: The developer has legally created a condominium and has filed complete information with the Commission.  
(white)  
    [ ] No prior reports have been issued.  
    [ ] This report supersedes all prior public reports.  
    [ ] This report must be read together with \_\_\_\_\_

  X   SUPPLEMENTARY: This report updates information contained in the:  
(pink)  
    [ X ] Preliminary Public Report dated: December 11, 1990  
    [ X ] Final Public Report dated: October 10, 1991  
    [ ] Supplementary Public Report dated: \_\_\_\_\_

    And [ X ] Supersedes all prior public reports  
    [ ] Must be read together with \_\_\_\_\_  
    [ ] This report reactivates the \_\_\_\_\_  
            public report(s) which expired on \_\_\_\_\_

(\*) Exactly as named in the Declaration

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report as Exhibit G.                       Not Required - disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the developer.

Changes made are as follows: The Developer has prepared this supplementary report to disclose changes made to Unit A since preparation of the final public report. There has been no change to the character of Units B and C. Units D and E have already been sold. The Developer has brought forward the information concerning Units B and C from the final report into this supplementary report so that a prospective purchaser can review a single report on all of the units offered.

The public report format currently in use by the Real Estate Commission ("Commission") is different from that used for the preliminary and final public reports. Although this supplementary report supersedes all prior public reports and a detailed description of the changes follows, if prospective purchasers wish to know the specific changes that have been made they must compare this supplementary report with the earlier reports. Information contained on a specific page of the supplementary report will not necessarily coincide to the same page number in the earlier reports. Therefore, it is suggested that, when making comparisons between the reports, the table of contents for each be consulted and comparisons be made by subject matter rather than page number.

Following is a general description of the changes made:

1. The sections "General Information on Condominiums" and "Operation of the Condominium Project" have been changed to reflect the most current information provided by the Commission.
2. There have been changes to the information concerning the persons connected with the project, i.e., the designation of a separate real estate broker and escrow company for the sale of Unit A and information regarding the general contractor who built the improvements on Unit A.
3. In the section which describes the condominium documents, the date and recording information of the First Amendment to Declaration of Condominium Property Regime and Condominium Map No. 1511 have been inserted. Amendments to the Declaration and Map were made to document the new construction on and survey of Unit A.
4. The Commission has added more detailed descriptions of the interest to be conveyed to a buyer, i.e., fee simple and leasehold. In the subsection dealing with the underlying land, the Developer has updated the addresses, tax map key numbers and ownership of the units being offered in this supplementary report.

5. The information contained in the Section entitled "Buildings and Other Improvements" has changed; i.e., the number of buildings within the project has increased, there is now a residential structure which is permitted by zoning, descriptions of the special use restrictions applicable to the project have been improved and, with the new construction on Unit A, the information concerning the interiors of the apartments and parking has been revised. A new subparagraph, "Permitted Alterations to Apartments", has been added following the interior descriptions.

6. An updated title report for Unit A (the only unit within the project with changes in character) was secured and the information about the report has been included in the Section which discusses "Encumbrances Against Title". It is also noted that the "blanket lien" encumbering the entire project, as disclosed in the final public report, has been released.

7. The Section "Status of Construction and Estimated Completion Date" has been updated to show the status of the new construction on Unit A.

8. The supplementary report contains a new section entitled "Condominium Management" which expands upon the information provided in the final report. There is, however, no change to the fact that this project will be self-managed by its Association of Condominium Owners.

9. The supplementary report also contains a new section entitled "Miscellaneous". This section enlarges upon the information provided by the Commission in the final report concerning the sales documents, a buyer's right to cancel the sales contract and a buyer's rights under the sales contract. The developer has disclosed that a second escrow agreement, with a company other than the formerly designated escrow agent, has been executed by the owners of Unit A. The Miscellaneous section also contains updated disclosures by the developer not contained elsewhere in the report, i.e., the recorded restrictive covenants for the Kalihiwai Ridge Subdivision and the relationship between the owner of Unit A and the general contractor who built the Unit A improvements. The supplementary report is signed by the Developer instead of by the Commission Chairman, another new requirement implemented by the Commission.

10. Certain of the exhibits attached to the supplementary report have changed. Exhibit A is a copy of the Amended Condominium Map. Exhibit C was updated to show the new construction on and survey of Unit A. Unit D was modified to show the separate escrow agreement for Unit A. In Exhibit E, the common element description was corrected to show the area of the common access and utility element. Exhibit F was updated to correspond to the most recent title report. The method by which the common interest has been calculated was added to Exhibit G. Exhibit H is amended to disclose the most current estimate of maintenance fees/disbursements. Exhibit J is a new exhibit which summarizes the restrictive covenants applicable to lots in Kalihiwai Ridge.

\* \* \* \* \*  
 \* SPECIAL NOTICE: \*  
 \*  
 \* THERE ARE COUNTY RESTRICTIONS ON THE NUMBER OF DWELLING UNITS, OR \*  
 \* OTHER STRUCTURES, WHICH MAY BE BUILT UPON THE PROPERTY. THEREFORE, \*  
 \* UNLESS THE PURCHASER IS PURCHASING AN EXISTING DWELLING, THERE IS NO \*  
 \* ASSURANCE THAT THE PURCHASER WILL BE ABLE TO BUILD A DWELLING UNIT \*  
 \* ON THE PROPERTY. THERE ALSO IS NO ASSURANCE THAT THE PURCHASER WILL \*  
 \* BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL STRUCTURE TO \*  
 \* RESIDENTIAL USE. THE PURCHASER SHOULD CONSULT WITH THE APPROPRIATE \*  
 \* COUNTY AGENCIES TO DETERMINE WHETHER THE PURCHASER MAY BUILD A \*  
 \* DWELLING UNIT, OR ANY OTHER TYPE OF STRUCTURE, UPON THE PROPERTY. \*  
 \*  
 \* 1. This Public Report does not constitute an approval of the \*  
 \* project by the Real Estate Commission, or any other government \*  
 \* agency, nor that all County Codes, Ordinances and subdivision \*  
 \* requirements have been complied with. \*  
 \*  
 \* 2. This project does not involve the sale of individual subdivided \*  
 \* lots. The land area beneath and immediately adjacent to each \*  
 \* unit as shown on the Condominium Map is designated as a limited \*  
 \* common element for that unit and does not represent a legally \*  
 \* subdivided lot. The dotted lines on the Condominium Map merely \*  
 \* represent the location of the limited common element assigned to \*  
 \* each unit. \*  
 \*  
 \* 3. Facilities and improvements normally associated with County \*  
 \* approved subdivisions, such as fire protection devices, County \*  
 \* street lighting, electricity, upgraded water facilities, \*  
 \* improved access for owner and emergency traffic, drainage \*  
 \* facilities, etc., may not necessarily be provided for and \*  
 \* services such as County street maintenance and trash collection \*  
 \* will not be available for interior roads and driveways. \*  
 \*  
 \* THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE \*  
 \* CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER \*  
 \* INFORMATION WITH REGARD TO THE FOREGOING. \*  
 \*  
 \* \* \* \* \*

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## General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

## Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: SUSAN F. YEAGER Phone: (916) 265-3866  
Name (Business)  
P. O. Box 128  
Business Address  
Cedar Ridge, California 95924

Names of officers or general partners of developers who are corporations or partnerships:

N/A

Real Estate Broker: Unit A - PACIFIC PARADISE PROPERTIES, INC., P. O. Box 3195 Princeville, Hawaii 96722 Phone: (808) 826-7211  
Units B and C - HANAIEI NORTHSORE PROPERTIES, LTD., P. O. Box 607 Hanalei, Hawaii 96714 Phone: (808) 826-9622

Escrow: Unit A - FIRST HAWAII TITLE CORPORATION P. O. Box 507 Hanalei, Hawaii 96714 Phone: (808) 826-6812  
Units B and C - TITLE GUARANTY OF HAWAII, INCORPORATED 4414 Kukui Grove Street, #204 Lihue, Hawaii 96766 Phone: (808) 245-3381

General Contractor: Unit A - JOHN HEFNER, INC. Phone: (808) 828-1926  
Name (Business)  
P. O. Box 687  
Business Address  
Kilauea, Hawaii 96754

Condominium Managing Agent: Self-managed by the Association of Condominium Owners. Phone: \_\_\_\_\_  
Name (Business)  
Business Address

Attorney for Developer: STEVEN R. LEE, ESQ. Phone: (808) 246-1101  
Name (Business)  
4473 Pahe'e Street, Suite L  
Business Address  
Lihue, Hawaii 96766

II. CREATION OF THE CONDOMINIUM;  
CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

- A. Declaration of Condominium Property Regime contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

- Proposed  
 Recorded - Bureau of Conveyances: Document No. 91-974091  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]: First Amendment to Declaration of Condominium Property Regime dated August 22, 1995, recorded as Document No. 95-108809.  
Second Amendment to Declaration of Condominium Property Regime dated September 15, 1995, recorded as Document No. 95-124021\*.

- B. Condominium Map (File Plan) shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

- Proposed  
 Recorded - Bureau of Conveyances Condo Map No. 1511  
 Filed - Land Court Condo Map No. \_\_\_\_\_

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]: First Amendment to Declaration of Condominium Property Regime dated August 22, 1995, recorded as Document No. 95-108809.

- C. Bylaws of the Association of Apartment Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

- Proposed  
 Recorded - Bureau of Conveyances: Document No. 91-074092  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

\*Second Amendment was corrected by instrument dated December 5, 1994, recorded as Document No. 95-158613.

D. House Rules. The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed                       Adopted                       Developer does not plan to adopt House Rules

E. Changes to Condominium Documents

Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. Apartment Owners: Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	—	<u>N/A</u>

\* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. Developer:

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- Leasehold or Subleasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: \_\_\_\_\_

Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:             Monthly                             Quarterly  
     Semi-Annually                     Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per  Month     Year

For Subleaseholds:

- Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:  
                                   Canceled             Foreclosed

- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

- Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Subleasehold:

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: \_\_\_\_\_

Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:             Monthly                             Quarterly  
     Semi-Annually                     Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per  Month     Year

[ ] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Unit A-4711 Kahiliholo Road	Unit A-(4)5-2-17:23
Address: <u>Units B&amp;C-Kahiliholo Road</u>	<u>Tax Map Key: Unit B-(4)5-2-17:55</u>
	(TMK) <u>Unit C-(4)5-2-17:56</u>

[X] Address [ ] TMK is expected to change because Units B and C are entitled to receive a street address.

Land Area: 33.884 [ ] square feet [ X] acre(s) Zoning: Agricultural

Unit A -  
 JOHN CY HEFNER  
 Fee Owner : LYNN M. HEFNER  
 P. O. Box 687  
 Kilauea, Hawaii 96754

Unit B -  
 MICHAEL D. YEAGER  
 LINDA N. YEAGER  
 2765 Capital Drive  
 Eugene, Oregon 97403

Unit C -  
 SUSAN F. YEAGER  
 P. O. Box 128  
 Cedar Ridge, California 95924

C. Buildings and Other Improvements:

1.  New Building(s)     Conversion of Existing Building(s)     Both New Building(s) and Conversion

2. Number of Buildings: Unit A - 3 Floors Per Building 1  
 Balance - 1

Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

Concrete     Hollow Tile     Wood

Other \_\_\_\_\_

4. Permitted Uses by Zoning:

	No. of Apts.	Use Permitted By Zoning	No. of Apts.	Use Determined By Zoning
<input checked="" type="checkbox"/> Residential	<u>1</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Ohana	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	___	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Industrial	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	___	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Agricultural	<u>4</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	___	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Recreational	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	___	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: _____	___	<input type="checkbox"/> Yes <input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

Yes     No



Qty.	Apt. No.	No. Bdm./ Bath	Net Living Area* (Sq.Ft.)	Additional Areas (Sq.Ft.)
1	A	3/3	2333.77	1856-lanai (Farm Dwelling)
		0/0	-0-	458.88-garage (Detached Garage) 124.44-storage
		0/0	-0-	876.44-garage (Ag. Building/Barn) 552.22-storage 410-lanai
1	B	0/0	-0-	64-shed
1	C	0/0	-0-	64-shed
1	D	SOLD (NOT INCLUDED IN THIS SUPPLEMENTARY REPORT)		
1	E	SOLD (NOT INCLUDED IN THIS SUPPLEMENTARY REPORT)		



11. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	X	_____	_____
Structures	X	_____	_____
Lot	X	_____	_____

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

described in Exhibit  E .

as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which use them, as described in the Declaration, are:

described in Exhibit E.

as follows: The portion of the land set aside for the use of each owner of a unit, as set forth in Exhibit A, subject to the roadway and utility easement, if any.

NOTE: Land areas referenced herein are not legally subdivided lots.

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibits C and G.

as follows:

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit F describes the encumbrances against the title contained in the title report dated 12-20-95 and issued by FIRST HAWAII TITLE CORPORATION.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[ X ] There are no blanket liens affecting title to the individual apartments.

[ ] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
---------------------	---

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements: None .

2. Appliances: None .

G. Status of Construction and Estimated Completion Date:

Construction of the Unit A residence and detached garage was complete as of June 21, 1995. The agricultural building/barn was complete as of September 7, 1995. The balance of the structures in the project were completed in May of 1991.

H. Project Phases:

The developer [ ] has [X] has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):



V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

- Notice to Owner Occupants
  - Specimen Sales Contract  
Exhibit   B   contains a summary of the pertinent provisions of the sales contract.
  - Escrow Agreement dated August 22, 1995 (Unit A) and February 16, 1990 (balance).  
Exhibit   D   contains a summary of the pertinent provisions of the escrow agreement.
  - Other Specimen Apartment Deed
- 

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report or Supplementary Report to a Final Report: Sales made by the developer are binding if:

- A) The Developer delivers to the buyer a copy of:
  - 1) Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission;
  - AND
  - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); AND
- C) One of the following has occurred:
  - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
  - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
  - 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; AND
- B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
  - B) Declaration of Condominium Property Regime.
  - C) Bylaws of the Association of Apartment Owners.
  - D) House Rules. [None.]
  - E) Condominium Map.
  - F) Escrow Agreement.
  - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
  - H) Other Declaration of Protective Covenants, Conditions and Restrictions for Kalihiwai Ridge.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P. O. Box 541, Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 2272 filed with the Real Estate Commission on 7-16-90.

Reproduction of Report. When reproduced, this report must be on:

[ ] yellow paper stock                      [ ] white paper stock                      [ X ] pink paper stock

C. Additional Information Not Covered Above

This is a condominium project, not a subdivision. Units purchased are not subdivided lots. If a residence is not already constructed, you will be required to comply with zoning codes to be allowed to construct a residence on your limited common element. To determine whether your expectations can be realized, you should carefully review the contents of this Report, especially Exhibit J, a summary of the recorded restrictive covenants for the Kalihiwai Ridge Subdivision, within which this project is located. Among other things, the restrictive covenants govern land use, building type, animals, cultivation of crops and provide for a subdivision owners association and environmental committee. You should also conduct your own investigations. Please remember that issuance of an effective date for this Report does not mean the Real Estate Commission has approved the project.

The County of Kauai Planning Department has advised that, to obtain permits for the construction of a farm dwelling and the processing of a farm dwelling agreement, authorization from at least 75% of the legal and equitable ownership of the entire project shall be required, consistent with the Declaration of Condominium Property Regime and the Bylaws ("condominium documents"). Except as limited specifically by the condominium documents, all uses permitted in the agricultural zone are permitted. Such uses include, but are not limited to, growing crops, raising animals, residence, diversified agriculture, forestry, orchards and nurseries and wildlife management. See Kauai County Comprehensive Zoning Ordinance, Article 8.7. for detailed information. In relation to specifically permitted uses of buildings and other improvements, structures shall only be occupied or used for agriculture, associated residential uses, and/or other uses permitted under the Kauai County Zoning Ordinances and the condominium documents. A farm dwelling may not be constructed unless a unit owner demonstrates to the County his ability to derive income from his property prior to any building permit approval.

A buyer should understand that development and use of the properties shall be in compliance with all County Codes and Ordinances, that owners in this condominium project will not necessarily receive the same County benefits as owners of approved subdivided lots, and that owners who develop their properties later than others may find that land use and zoning changes or insufficient utility capacities may thwart their expectations. Also, zoning and land use restrictions are subject to change and each purchaser should maintain awareness of such conditions.

Prospective purchasers are advised that the improvements on Unit A were constructed by John Hefner, Inc., a licensed contracting firm owned by owner/developer John Cy Hefner.

- D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

SUSAN F. YEAGER

Name of Developer

By: *Susan F. Yeager*  
Duly Authorized Signatory

9/8/95  
Date

SUSAN F. YEAGER, Developer

print name & title of person signing above

Distribution:

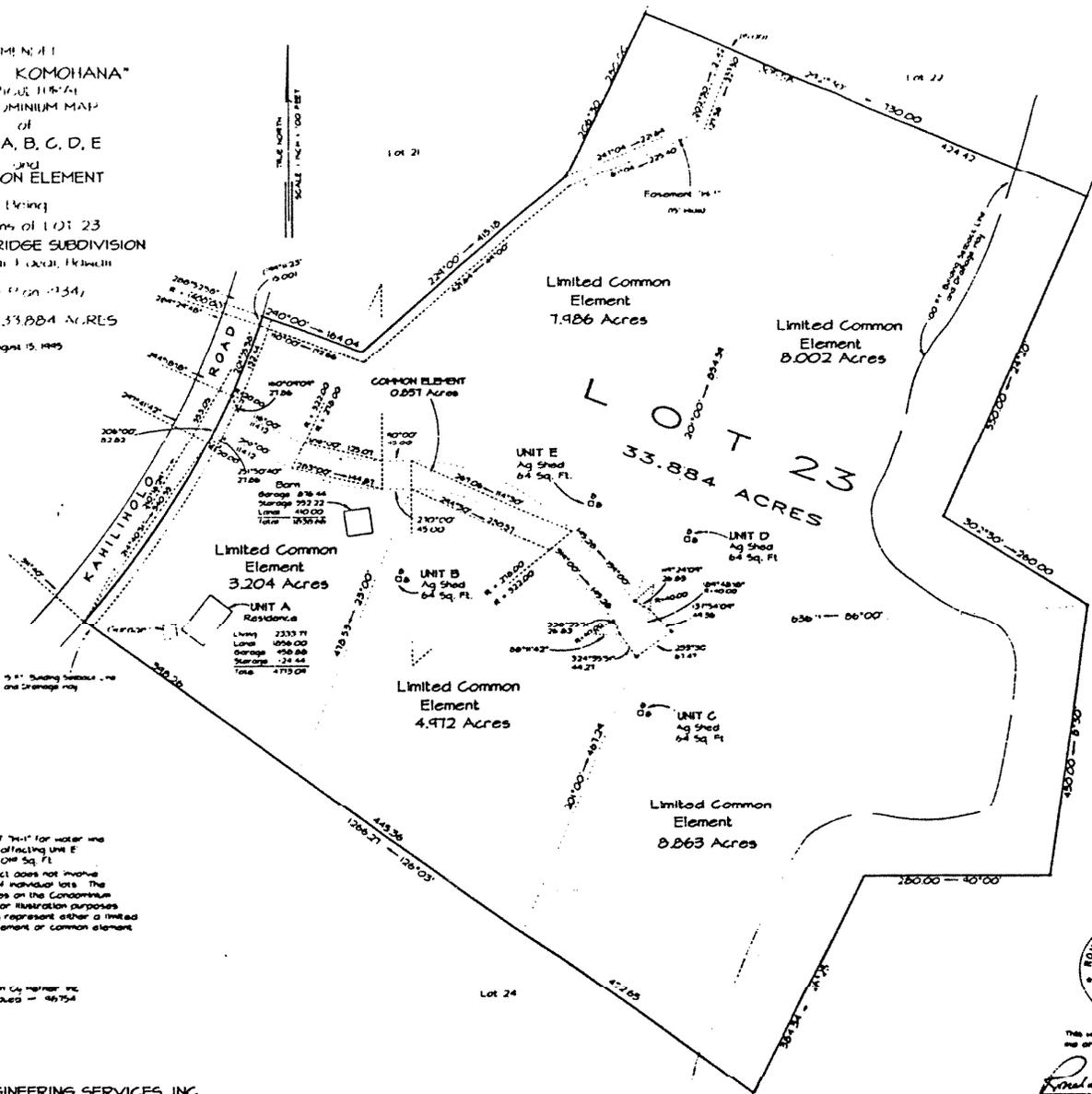
Department of Finance, COUNTY OF KAUAI  
Planning Department, COUNTY OF KAUAI  
Federal Housing Administration

EXHIBIT A

CONDOMINIUM MAP AND LIMITED COMMON ELEMENT LOCATIONS

PL No. 1511 FOR HAWAII  
 CONDOMINIUM - Site Plan  
 1 of 3 Pages

AMEND 1  
**"MAMAO KOMOHANA"**  
 CONDOMINIUM MAP  
 of  
 UNITS A, B, C, D, E  
 and  
 COMMON ELEMENT  
 Being  
 Portions of LOT 23  
 KALIHUAI RIDGE SUBDIVISION  
 in the County of Hawaii  
 File No. 154,  
 AREA - 33.884 ACRES  
 August 15, 1995



Notes:  
 1. EASEMENT "M" for water and purposes, affecting Unit E Area - 14,018 sq. ft.  
 2. This project does not involve the sale of individual lots. The dotted lines on the Condominium Map are for illustration purposes only. They represent either a limited common element or common element.

Prepared for: KAHUAI RIDGE, INC.  
 HAWAII - 96754

WAGNER ENGINEERING SERVICES, INC.

1511-154  
 HAWAII - 96754

Map: 5-2-17 23 (4th Ed.)



This work was prepared by me or under my supervision.

*Ronald J. Wagner*  
 RONALD J. WAGNER  
 Licensed Professional Land Surveyor - Certificate No. 3014

Project No. 4774

**EXHIBIT B**

**SUMMARY OF SALES CONTRACT**

The MAMAO KOMOHANA CONDOMINIUM Sales Contract and Receipt (the "contract"), contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. The method of payment of the purchase price to the escrow agent, subject to other terms.
2. The closing date for the purchase.
3. Whether, at the time of execution of the contract, an effective date for a final public report has been issued.
4. The terms and conditions of the sale which include, among other provisions, the following:
  - (a) That Purchaser will receive a copy of the final public report for the project.
  - (b) Purchaser agrees that all payments made will be placed on deposit with escrow pursuant to the terms of the Escrow Agreement.
  - (c) Seller has a right to extend the closing date by 31 days or by 31 days after the public report effective date is issued, whichever is later.
  - (d) After issuance of the Final Public Report effective date and Buyer's waiver of its right to cancel under Hawaii Revised Statutes Section 514A-62, Purchaser shall not have the right to rescind the contract.
  - (e) Purchaser has received a copy of the Escrow Agreement for the Project.
  - (f) The unit the Purchaser is purchasing will be shown on a condominium map prior to closing and will have the right to cancel if it is different from that shown on the Exhibit A.
  - (g) That a deed conveying clear title will be given at closing, subject to certain obligations.
  - (h) The Purchaser agrees to give future easements if reasonably required for the project.
  - (i) The Purchaser will accept the Unit "AS-IS", unless the contract states to the contrary.
  - (j) The payment of commissions, if any, is set out in the contract.
  - (k) Time is of the essence of the obligations of Purchaser under the contract.

**SPECIAL NOTICE:** THE FOREGOING SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE CONTRACT. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE PURCHASER'S RIGHTS AND OBLIGATIONS, THE PURCHASER MUST REFER TO THE PURCHASER'S CONTRACT TO DETERMINE THE BUYER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONTRACT, THE CONTRACT WILL CONTROL NOT THIS SUMMARY.

**END OF EXHIBIT B**

EXHIBIT C

SCHEDULE OF APARTMENTS AND COMMON INTERESTS

Qty.	Unit No.	Area of Limited Common Element* (Acres)	No. of Br./Bath	Appx. Net Living Area (Sq. Ft.)	Appx. Other Area (Sq. Ft.)	% of Common Int.
1	A	3.204	3/3	2333.77	1856.00-lanai	20%
		(detached garage)	0/0	-0-	458.88-garage 124.44-storage	
		(ag. building/barn)	0/0	-0-	876.44-garage 552.22-storage 410.00-lanai	
1	B	4.972	0/0	-0-	64-storage	20%
1	C	8.863	0/0	-0-	64-storage	20%
1	D	SOLD	(NOT INCLUDED IN THIS SUPPLEMENTARY REPORT)			
1	E	SOLD	(NOT INCLUDED IN THIS SUPPLEMENTARY REPORT)			

The common interest appurtenant to each unit shall be permanent. Subject to the zoning requirements and amendments of the Condominium Map and the Declaration of Condominium Property Regime, each unit owner may use his unit, alter or add to it in any manner he deems desirable, so long as it is permitted by law and the Declaration of Protective Covenants and House Rules, if any. If adjoining unit owners desire to alter and/or transfer portions of their respective units, they can do so by the filing of an amendment to the Condominium Map and the Declaration of Condominium Property Regime together with their respective signatures.

**\*Note: Land areas referenced herein are not legally subdivided lots.**

END OF EXHIBIT C

EXHIBIT D

SUMMARY OF PORTIONS OF ESCROW AGREEMENT

The Escrow Agreement ("Agreement") between TITLE GUARANTY ESCROW SERVICES, INC. (the "Escrow"), and SUSAN F. YEAGER, MICHAEL D. YEAGER, LINDA N. YEAGER, STEPHEN D. FLICK, SHARON C. FLICK, JOHN CY HEFNER and LYNN M. HEFNER (the "Seller"), and the Escrow Agreement ("Agreement") between FIRST HAWAII TITLE CORPORATION (the "Escrow") and JOHN CY HEFNER and LYNN M. HEFNER (the "Seller") contain, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. Whenever Seller enters into a sales contract for the sale of an apartment, Seller will require that payments due under the sales contract be made to Escrow and will deliver an executed copy of the sales contract to Escrow.

2. Escrow will receive payments under the sales contract and sums received from any other source with respect to the project. Funds held under the Agreement will initially be deposited in an account for the project. Interest on all funds will be paid to Seller.

3. Escrow will release from the trust fund and disburse Buyer's funds at closing, unless: (a) Buyer has elected within seven days of signing the sales contract to cancel and receive all funds paid, without deduction; or (b) the Real Estate Commission has not issued an effective date for a Final Public Report on the project or the requirements of the sales contract have not been met; or (c) Seller has not satisfied Escrow that all other requirements of Hawaii Revised Statutes have been met.

4. Escrow will return deposited sums to the Buyer without interest if Seller and Buyer give Escrow written notice to return the funds to Buyer, if there is a right to cancellation and refund of monies under the sales contract or otherwise. If there is a cancellation under the seven-day right, no fees will be charged Buyer. Thereafter, in the event of a cancellation as a matter of agreement or right, Buyer's funds shall be returned to Buyer less Escrow's cancellation fee, if any, and all other costs incurred in connection with the Escrow, not less than \$25.00.

5. Escrow will arrange for and supervise the signing of all documents which are to be signed subsequent to and contemplated by the sales contract.

6. As Escrow's compensation for its performance under this Agreement, Escrow will receive its schedule rate for each apartment for which an apartment deed of the project is handled by Escrow and recorded in the Bureau of Conveyances of the State of Hawaii. Escrow will record all applicable documents. The cost of title insurance will be an additional amount, based upon schedule rate.

**SPECIAL NOTICE:** THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE AGREEMENT. WHILE ONE CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE AGREEMENT, ONE MUST REFER TO THE ACTUAL AGREEMENT TO DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE AGREEMENT, THE AGREEMENT WILL CONTROL AND NOT THIS SUMMARY.

END OF EXHIBIT D

**EXHIBIT E**

**COMMON ELEMENTS OF THE PROJECT**

The common elements of the project are:

- (a) the land in fee simple;
- (b) the 0.857 acre common access and utility element;
- (c) all commonly used present or future ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, sewage, irrigation and telephone;
- (d) any and all other future elements and facilities in common use or necessary to the Project.

**LIMITED COMMON ELEMENTS OF THE PROJECT**

Certain parts of the common elements, referred to as the "limited common elements", have been designated and set aside for the exclusive use of one or more units, and such unit(s) have appurtenant exclusive easements for the use of such limited common elements. The limited common elements set aside, reserved and deemed a limited common element appurtenant to and for the exclusive use of each respective unit are those certain land areas upon and around which Units A, B, C, D and E are located, shown and designated on the Condominium Map and the table below.

<u>Unit Number</u>	<u>Area of Limited Common Element</u>
A	3.204 acres
B	4.982 acres
C	8.863 acres
D	8.002 acres
E	7.986 acres

**Note:**  
Land areas herein described  
are not legally subdivided  
lots.

**END OF EXHIBIT E**

EXHIBIT F

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes. Check with the County of Kauai, Department of Finance, Real Property Tax Division, for detailed information.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. 100-FOOT SETBACK  
PURPOSE : building and drainageway  
SHOWN : on File Plan No. 1934
4. 150-FOOT SETBACK  
PURPOSE : building and drainageway  
SHOWN : on File Plan No. 1934
5. 15-FOOT SETBACK  
PURPOSE : building and drainageway  
SHOWN : on File Plan No. 1934
6. DESIGNATION OF EASEMENT "W-1" (area 14,019 square feet)  
PURPOSE : waterline  
SHOWN : on File Plan No. 1934
7. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in AGREEMENT dated March 16, 1977, recorded in Liber 12110 at Page 330, by and between the STATE OF HAWAII and C. BREWER AND COMPANY, LIMITED; re: use of land for agricultural purposes.
8. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the KALIHIWAI RIDGE DECLARATION dated October 3, 1988, recorded in Liber 22452 at Page 429, as amended and supplemented by instruments dated July 5, 1990, recorded as Document No. 90-104733, dated November 7, 1991, recorded as Document No. 91-155979, and dated August 9, 1993, recorded as Document No. 94-037305.
9. Unrecorded KALIHIWAI RIDGE ENVIRONMENTAL DESIGN RULES AND GUIDELINES PURSUANT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR KALIHIWAI RIDGE dated October 12, 1988, as amended.

10. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in AGREEMENT TO INCORPORATE AGRICULTURAL RESTRICTIONS INTO INSTRUMENTS OF CONVEYANCE dated September 30, 1988, recorded in Liber 22452 at Page 491, by and between C. BREWER PROPERTIES, INC. and the COUNTY OF KAUAI Planning Department.
  
11. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:  
  
INSTRUMENT: DEED  
  
DATED : November 1, 1988  
RECORDED : Liber 22555 at Page 457
  
12. GRANT  
  
TO : KILAUEA IRRIGATION CO., INC., a Hawaii corporation  
  
DATED : July 16, 1990  
RECORDED : Document No. 90-151404  
GRANTING : a perpetual non-exclusive easement for irrigation water pipeline and facility purposes, etc.
  
13. AGREEMENT dated December 10, 1990, recorded as Document No. 90-194721, by and between SUSAN F. YEAGER, unmarried, MICHAEL D. YEAGER and LINDA N. YEAGER, husband and wife, STEPHEN D. FLICK and SHARON C. FLICK, husband and wife, and JOHN CY HEFNER and LYNN M. HEFNER, husband and wife.
  
14. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Declaration of Condominium Property Regime for "MAMAO KOMOHANA CONDOMINIUM" dated February 25, 1991, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-074091, as the same may hereafter be amended in accordance with law or with said Declaration. (Project covered by Condominium Map No. 1511.)

The foregoing Declaration was amended by instruments dated August 22, 1995, recorded as Document No. 95-108809, and September 15, 1995, recorded as Document No. 95-124021, and corrected by instrument dated December 5, 1995, recorded as Document No. 95-158613.

15. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the By-Laws of the Association of Apartment Owners of said Condominium Project dated February 25, 1991, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-074092, as the same may hereafter be amended.

16. AGREEMENT

DATED : March 16, 1993  
RECORDED : Document No. 93-057912  
BY : JOHN CY HEFNER and LYNN M. HEFNER, husband and wife  
WITH : COUNTY OF KAUAI Planning Department  
RE : Farm Dwelling

SUBORDINATION AGREEMENT

DATED : March 17, 1994  
RECORDED : Document No. 94-051843  
RE : The foregoing Farm Dwelling Agreement was subordinated to the lien of the mortgage in favor of the Federal Land Bank Association of Hawaii, FLCA, referred to herein.

17. GRANT

IN  
FAVOR OF : ASSOCIATION OF CONDOMINIUM OWNERS OF LUNALILO  
CONDOMINIUM, an unincorporated association  
DATED : April 18, 1995  
RECORDED : Document No. 95-087703  
PURPOSE : Granting an easement for water facility purposes

18. GRANT

IN  
FAVOR OF : CITIZENS UTILITIES COMPANY, a Delaware Corporation  
DATED : August 22, 1995  
RECORDED : Document No. 95-157114  
PURPOSE : Granting an easement for electrical purposes

AS TO UNIT A ONLY:

19. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: APARTMENT DEED  
DATED : March 2, 1993  
RECORDED : Document No. 93-044946

20. MORTGAGOR : JOHN CY HEFNER and LYNN M. HEFNER, husband and wife  
MORTGAGEE : WESTERN FARM CREDIT BANK, a corporation organized and existing under the laws of the United States of America  
DATED : February 24, 1994  
RECORDED : Document No. 94-051842  
AMOUNT : \$435,000.00

The foregoing mortgage was assigned by the following:

ASSIGNMENT OF MORTGAGES

ASSIGNOR : WESTERN FARM CREDIT BANK, a federally chartered corporation, successor in interest to the Federal Land Bank of Sacramento, formerly the Federal Land Bank of Berkeley  
ASSIGNEE : FEDERAL LAND BANK ASSOCIATION OF HAWAII, FLCA, a federally chartered corporation  
DATED : July 1, 1995  
RECORDED : Document No. 95-102045

21. FINANCING STATEMENT

DEBTOR : HEFNER, JOHN CY and HEFNER, LYNN M.  
SECURED  
PARTY : WESTERN FARM CREDIT BANK  
RECORDED : Document No. 94-051844

END OF EXHIBIT F

EXHIBIT G

DISCLOSURE ABSTRACT FOR  
MAMAO KOMOHANA CONDOMINIUM

Pursuant to Hawaii Revised Statutes, Section 514(A)-61, the Developer of MAMAO KOMOHANA makes the following disclosures:

1. The Developer of the project is SUSAN F. YEAGER, P. O. Box 128, Cedar Ridge, California, 95924.

2. See Exhibit H for the projected annual maintenance fees. The Developer hereby certifies that the estimations have been based on generally accepted accounting principles.

3. No warranty will apply to any individual agricultural units. There are pre-existing structures on the property and no warranty will be made regarding the agricultural buildings.

4. If any condominium unit is converted to residential use, no such units will be used for both hotel and residential use; these are condominium units in which residential use is permitted, but hotel use is not.

5. There will be no commercial use except those activities permitted by the Kauai County Comprehensive Zoning Ordinance.

6. Pursuant to Section 16-107-5, Hawaii Administrative Rules, reference is hereby made to the method by which common interest has been computed for the above-referenced project. There are five units, each of which sustains structures and each of which will burden the common elements equally. Therefore, the assessment of undivided interest both for common expense and for voting is 20% for each unit.

  
\_\_\_\_\_  
SUSAN F. YEAGER  
Dated: 9/8/95

RECEIPT

The undersigned has received a copy of the foregoing disclosure abstract with Exhibit H this \_\_\_ day of \_\_\_\_\_, 19\_\_.

Purchaser(s)

\_\_\_\_\_

EXHIBIT     H    

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months = <u>Yearly Total</u>
A - E	\$10.00                      \$120.00

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning  
Electricity  
    [ ] common elements only  
    [ ] common elements and apartments  
Elevator  
Gas  
Refuse Collection  
Telephone  
Water and Sewer

Maintenance, Repairs and Supplies

Building		
Grounds	\$50.00	\$600.00

Management

Management Fee  
Payroll and Payroll Taxes  
Office Expenses

Insurance

Reserves(\*)

Taxes and Government Assessments

Audit Fees

Other

TOTAL	\$50.00	\$600.00
-------	---------	----------

I, SUSAN F. YEAGER, developer of the condominium project MAMAO KOMOHANA, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

  
\_\_\_\_\_  
SUSAN F. YEAGER

Date: 9/8/95

(\*) Mandatory reserves in effect January 1, 1993

JOANN A. YUKIMURA  
MAYOR

EXHIBIT I

PETER A. NAKAMURA  
PLANNING DIRECTOR

LETTER(S) FROM COUNTY OF KAUAI PLANNING DEPARTMENT

ND D. SAGUM, III  
DEPUTY PLANNING DIRECTOR

TELEPHONE (808) 245-3919

COUNTY OF KAUAI  
PLANNING DEPARTMENT  
4280 RICE STREET  
LIHUE, KAUAI, HAWAII 96766

COPY

September 23, 1991

Mr. Calvin Kimura, Executive Secretary  
Real Estate Commission  
Professional and Vocational Licensing Division  
Department of Commerce and Consumer Affairs  
P. O. Box 3469  
Honolulu, Hawaii 96801

Subject: Comments on Mamo Komohana Condominium Report  
Tax Map Key:5-2-17:23  
Kalihiwai, Kauai  
LOTR:09/10/91

After reviewing the subject document, we have the following comments to offer:

The amount of limited common elements proposed corresponds to the allowable unit density permitted by the CZO. The subject property is zoned Agriculture District (A) and Open District (O) and qualifies for five (5) units.

When applying for Zoning Permits with the Planning Department, the owners must be made aware that 75% of the owners or their assignee, are required to sign the permit form(s). Should an assignee be designated, such assignee shall present proof of authorization from the 75% of the owners at the time a permit is applied for. This is a requirement because the Planning Department does not recognize the Condominium Public Report to be a legal subdivision of land.

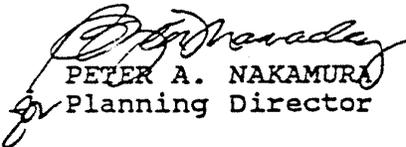
The uses on the limited common elements shall be limited to those listed as permissible within the "A" Agricultural District in the State Land Use Commission Rules and Regulations. Farm dwellings on the lot shall mean a single-family dwelling located on and used in connection with a farm or where agricultural activity provides income to the family occupying the dwelling.

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There should be a disclosure provision written into this and all ensuing condominium reports stating that approval of the report should not be misconstrued to mean that all County Codes and Ordinances have been complied with. Subsequent development and use shall comply with all applicable County Codes and Ordinances. It should also be made clear that the Condominium Public Report does not necessarily mean that all County requirements pertaining to subdivision of lands have been met. Therefore, such facilities/improvements that are normally associated with County-approved subdivisions such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for. Further, such services as County street maintenance and trash collection will not be available for interior road/driveways.

Because there are more than one farm dwelling proposed/permitted, the landowners pursuant to the County Farm Dwelling Agreement, should be made aware that any dwelling(s) constructed after the first one will require an inspection of the property by the Planning Department to verify whether agricultural activities are being conducted on the property. If not, such permits to construct additional farm dwellings could be denied.

Should you have any questions, please feel free to contact Bryan Mamaclay of my staff at 245-3919.

  
PETER A. NAKAMURA  
Planning Director

cc: Steven R. Lee

END OF EXHIBIT I

## EXHIBIT J

### SUMMARY OF DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR KALIHIWAI RIDGE

This Project is located on one of the lots of the Kalihiwai Ridge Subdivision. Lots in the subdivision are subject to a "Declaration of Protective Covenants, Conditions and Restrictions for Kalihiwai Ridge" (herein called the "Protective Covenants") dated October 3, 1988, recorded in the Bureau of Conveyances of the State of Hawaii on October 11, 1988 in Book 22452, Page 429.

This is a summary of the types of restrictions applicable to the subdivision as a whole, and to the Lot upon which this Project is located. This summary is not meant to completely recite the actual provisions of the Protective Covenants, nor to cover every issue in which a purchaser might have interest. A prospective purchaser is urged to obtain a full copy of the Protective Covenants from the Developer prior to entering into an agreement to purchase a unit in this Project.

#### ARTICLE II. CONTROL OF REAL PROPERTY USE.

Article II of the Protective Covenants has to do with the organization of the subdivision, including identifying the subdivision's developer and architects, the creation of an Association of Lot Owners, Bylaws, common area designations, Environmental Design Rules, limitation to single family residential and agricultural uses and explaining the underlying purpose controlling the use of the subdivision to enhance agricultural potential and orderly growth and development of the subdivision. Control of the subdivision by an architectural review committee includes control of structure siting, architectural style, agricultural development, drainage and landscaping. It is also necessary to receive environmental committee approval before any construction occurs.

#### ARTICLE III. THE ASSOCIATION.

This Article discusses the Lot Owner's Association, election of Boards of Directors, voting rights, notices regarding Association meetings and similar matters.

#### ARTICLE IV. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

This Article deals with the right of the Association to govern the lots, enter onto lots to determine compliance with rules, and to manage and maintain Association property. It includes the right to incur expense on behalf of the Association and acquire and hold necessary personal property to perform its functions. Creator also has the power to implement rules and regulations to enhance the value of the property and prohibit noxious and offensive activities. Each owner is entitled to a copy of every rule and regulation passed. The Association also has the power to levy fines and collect them.

ARTICLE V. ASSESSMENTS.

Each lot owner, in this case the project itself, will be required to pay Association fees. Payment for such fees is contemplated in the Common Expenses to be assessed for the project. This Article also deals with the method of establishing a budget and assessments. Additional assessments may be made when the need arises.

ARTICLE VI. USE RIGHTS AND RESTRICTIONS.

No Lot owner will be allowed to engage in activities which would risk removal of liability insurance coverage, nor may they violate the law of the State of Hawaii or ordinances of the County of Kauai. This Article also prohibits subdivision of lots or consolidation of lots without the consent of the environmental committee in compliance with certain procedures.

Condominiums must have approval of the developer, C. Brewer Properties, Inc., under Article VI. No timesharing is permitted. There are specific limits on the nature and number of vehicles and other activities that would be deemed "unsightly", as well as preclusion of other activities such as unusual accumulations of trash, garbage, refuse, lumber and other bulky materials, including farm implements which are not consistent with the use of the land or not adequately screened from public view. There is also a limitation on excessive noise and light. Agricultural animals are limited to those approved by the environmental committee for the subdivision. Animals must be properly cared for, particularly livestock, poultry, fish and game.

This Article also limits the nature and size of signs. The Article precludes mining and drilling. Clearing and grading are subject to prior approval by the environmental committee and the County of Kauai. Cultivation of crops must be performed in a good, safe manner with environmental approval on methods used to control dust, insects, weeds, and drainage. Lot owners must protect against flooding and erosion and dangerous chemicals. They must also maintain their lots at all times so that they do not become overgrown and unsightly. Owners causing damage to Association property will be required to pay for it.

ARTICLE VII. REGULATION OF LAKE LOTS.

This Article deals with the regulation of the lots that surround the subdivision lake, including the operation of boats and the utilization of lots fronting the lake.

ARTICLE VIII. EASEMENTS.

Easements are to be granted through each lot for emergency repair and other items needful for the benefit of the subdivision.

ARTICLE IX. KALIHIWAI RIDGE ENVIRONMENTAL COMMITTEE.

This Article discusses the creation and maintenance of the environmental committee, including its initial members and

subsequent members. It outlines committee functions, including design review for all improvements to the subdivision lots and project limited common elements. This includes the requirement of the posting of improvement bonds in the amount of \$10,000.00 per Lot. The committee cannot assess a fee exceeding \$500.00 for the review of proposed plans. The committee can also adopt rules for its own procedures. Fines are discussed, including fines of over \$2,500.00 for engaging in construction without proper clearance and permission. These fines may be enforced as liens against individual lots for violative activity.

#### ARTICLE X. INSURANCE.

This Article outlines insurance requirements for the project, including minimum One Million Dollar liability coverage. Individual owners will be required to maintain insurance on their own lot.

#### ARTICLE XI. DESTRUCTION, CONDEMNATION AND RESTORATION OF KALIHIWAI RIDGE.

This Article deals with the condemnation of subdivision improvements by public authorities.

#### ARTICLE XII. EXPANSION OF KALIHIWAI RIDGE.

This Article addresses the Declarant's right to annex additional property, up to approximately three thousand acres of adjacent lands, to the Kalihiwai Subdivision and the means by which this may be accomplished.

#### ARTICLE XIII. ENFORCEMENT.

This Article discusses the method by which the rules of the subdivision may be enforced.

#### ARTICLE XIV. MISCELLANEOUS.

This Article has to do with many miscellaneous items. It includes the duration of the restrictive covenants, being initially for twenty years and an automatic extension for ten year terms unless and until seventy-five percent (75%) of the owners of lots vote to the contrary at least one year prior to the scheduled termination of the covenants. It also deals with amendments to the restrictive covenants requiring a two-thirds majority of the voting power of the Association. The amendment does not apply to the duration of the restrictive covenants, which can only be amended by one hundred percent (100%) vote. The same is true as to expansion of Kalihiwai Ridge. Other miscellaneous provisions are included, such as the means by which the restrictive covenants would be interpreted in a court of law, assignability of rights, severability of clauses that might be found illegal in similar matter.

END OF EXHIBIT J