

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer GREGOR H. KLOENNE
Address P.O. BOX 661
KAILUA, HAWAII 96734
Project Name (*): ALIOMANU KAI
Address: ALIOMANU ROAD
ALIOMANU, KAUAI, HAWAII
Registration No. 2464

Effective date: September 24, 2001
Expiration date: October 24, 2002

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: (yellow) 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.

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

X SUPPLEMENTARY: (pink) This report updates information contained in the:
[] Preliminary Public Report dated:
[X] Final Public Report dated: July 25, 1991
[] Supplementary Public Report dated:

And [] Supersedes all prior public reports.
[X] Must be read together with Final Public Report dtd. July 25, 1991
[X] This report reactivates the Final Public Report public report(s) which expired on November 26, 1995

(*) Exactly as named in the Declaration
This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.

Disclosure Abstract: Sep: Disclosure Abstract on this condominium act:

Required and attached to this report Not Required - Disclosures covered in this report.
As Exhibit "G"

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 public report format currently in use by the Real Estate Commission ("Commission") is different from that upon which the Final Public Report for this project was issued. Although this supplementary Report must be read with the earlier Final Public Report, if a prospective purchaser desires to compare the previous report to the Supplementary Report, information contained on a specific page of the Supplementary Report will not necessarily coincide to the same page number in the Final Public Report. Therefore, it is suggested that the Table of Contents found on Page 3 of each report be referred to when making comparisons between the two reports. Please note, a number of the pages in the original Final Public Report are not included in the Supplementary Public Report.

Since issuance of an effective date for the final public report for this Project, the following changes have occurred:

1. The First Amended and Restated Declaration of Protective Covenants and House Rules for Aliomanu Kai condominium reflect the changes of the Special Management Area Use permit, the building setback lines for construction and the configuration of Units 3 (III) and 4 (IV) have been changed slightly to permit a more useful driveway for Unit 4 (IV). This is depicted on the Amended Condominium Map attached to this report as Exhibit "A". Anything in the Protective Covenants to the contrary notwithstanding, Developer advises that the guest house may not exceed 500 square feet in area.

2. The conditions of construction on this ocean front parcel under a Shoreline Management Area Permit ("SMA Permit") have been formally adopted by the owners of the Project. This is reflected in the Amendment to the Declaration and Covenants for the Project; the formal letter of conditions is attached as Exhibit "K" to this Supplementary Public Report. The conditions of SMA approval require submission of landscape and construction plans to the County of Kauai for approval. The permit provides a 4,000 sq. Ft. maximum improved area per unit, has height limits and other restrictions. See the full Exhibit "K" for detailed descriptions.

3. The common element roadway was paved after issuance of an effective date for the Final Public Report.

4. The real estate broker has changed to Gregory A. Strickland dba Garden Island Properties.

5. The escrow agent has changed to Security Title Corporation.

6. The Developer's address changed to P.O. Box 661, Kailua, Hawaii 96734.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN BOTH PUBLIC REPORTS FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

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I. PERSONS CONNECTED WITH THE PROJECT

Developer: GREGOR H. KLOENNE Phone: (808) 261-7347
Name* (Business)
P.O. BOX 661
Business Address
KAILUA, HAWAII 96734

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

Gregor H. Kloenne, General Partner, Young, Kloenne & Kloenne
Bernard Kloenne, General Partner, Young, Kloenne & Kloenne
Steve Young, General Partner, Young, Kloenne & Kloenne

Real Estate Broker*: GREGORY A. STRICKLAND dba Phone: (808) 822-4871
GARDEN ISLAND PROPERTIES (Business)
Name
4-928 KUHIO HIGHWAY
Business Address
KAPAA, HAWAII 96746

Escrow: SECURITY TITLE CORPORATION Phone: (808) 245-6975
Name (Business)
4370 KUKUI GROVE ST., #207
Business Address
LIHUE, HAWAII 96766

General Contractor*: N/A Phone: _____
Name (Business)
Business Address

Condominium Managing Agent*: SELF-MANAGED BY THE ASSOCIATION Phone: _____
Name (Business)
OF APARTMENT OWNERS
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

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

**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. 91-051509
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]: See Page 6a.

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. 1489
 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]: Second Amendment to Declaration of Condominium Property Regime and Condominium Map No. 1489 and Amendment to Amended and Restated Declaration of Protective Covenants and Building Rules dated June 30, 2001, recorded as Document No. 2001-105163.

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. 91-051510
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]:

II.A.

The Declaration referred to on Page 6 has been amended by the following instruments:

First Amendment to Declaration of Condominium Property Regime dated May 13, 1991, recorded as Document No. 91-068756 and further amended by the Second Amendment to Declaration of Condominium Property Regime and Condominium Map No. 1489 and Amendment to Amended and Restated Declaration of Protective Covenants and Building Rules dated June 30, 2001, recorded as Document No. 2001-105163.

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:

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 Exhibit "C".

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 July 13, 2001 and issued by SECURITY TITLE CORPORATION.
(Units 3 and 4)

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 9, 2001
Exhibit "D" contains a summary of the pertinent provisions of the escrow agreement.
- Other 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 issued an effective date by the Hawaii Real Estate Commission.
- B) Declaration of Condominium Property Regime, as amended.
- C) Bylaws of the Association of Apartment Owners, as amended.
- D) House Rules, if any.
- E) Condominium Map, as amended.
- 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 _____

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. 2446 filed with the Real Estate Commission on July 15, 1991.

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

YELLOW paper stock

WHITE paper stock

PINK paper stock

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-] (The developer is required to make this declaration for issuance of an effective date for a final public report.
- E. 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.

GREGOR H. KLOENNE

Name of Developer

By: Gregor H. Kloenne 8/9/01
Duly Authorized Signatory* Date

GREGOR H. KLOENNE, DEVELOPER

Printed Name & Title of Person Signing Above

Distribution:

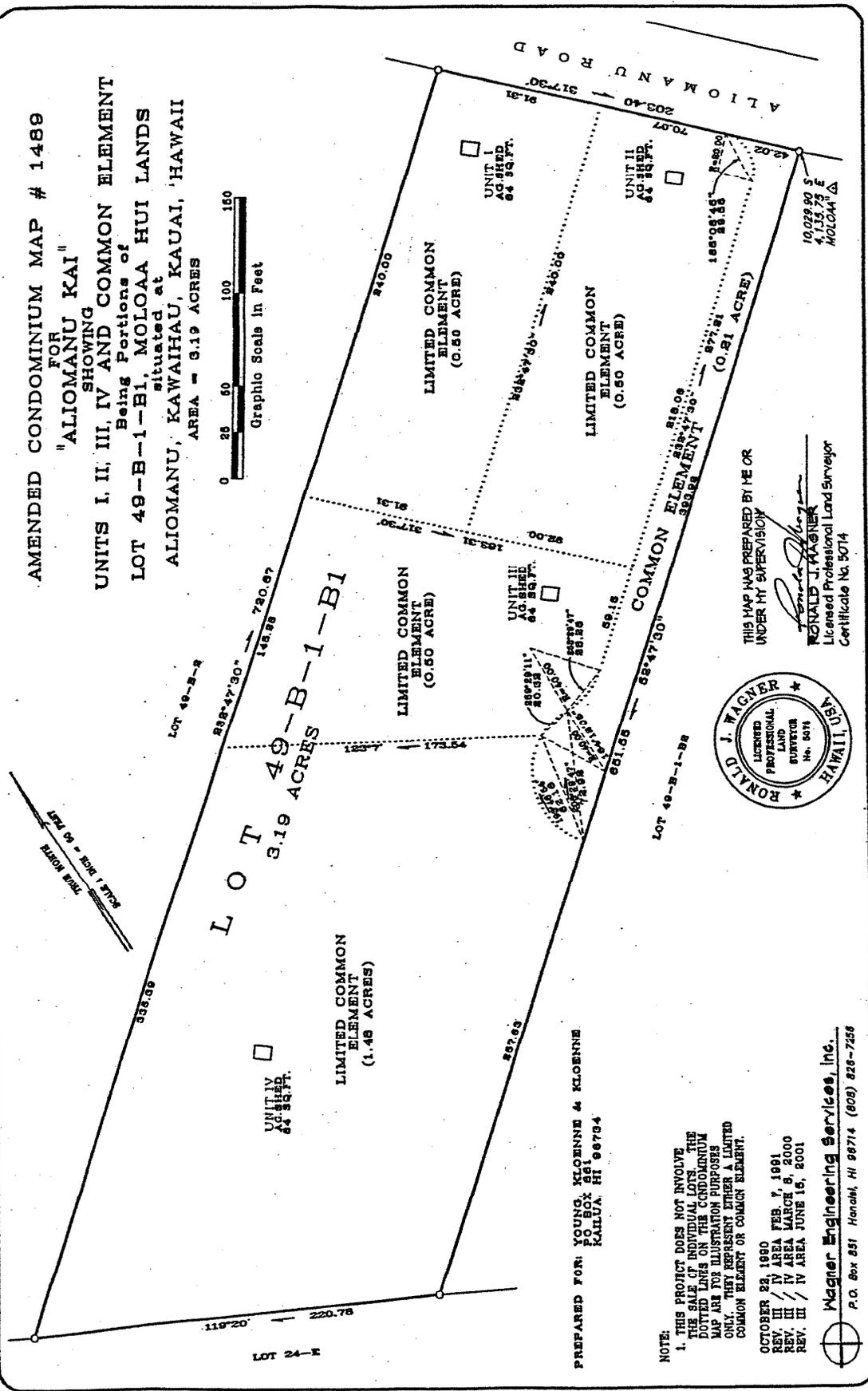
Department of Finance, COUNTY OF KAUAI

Planning Department, COUNTY OF KAUAI

*Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner, Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.

EXHIBIT "A"

AMENDED CONDOMINIUM MAP # 1489
 FOR
 "ALIOMANU KAI"
 SHOWING
 UNITS I, II, III, IV AND COMMON ELEMENT
 Being Portions of
 LOT 49-B-1-B1, MOLOAA HUI LANDS
 situated at
 ALIOMANU, KAWAIIHAU, KAUAI, HAWAII
 AREA = 3.19 ACRES



PREPARED FOR: YOUNG, KLOENNE & KLOENNE
 KAUAI, HI 96784

NOTE:
 1. THIS PROJECT DOES NOT INVOLVE
 THE SALE OF INDIVIDUAL LOTS.
 DOTTED LINES ON THE CONDOMINIUM
 MAP ARE FOR ILLUSTRATION PURPOSES
 ONLY. THEY REPRESENT EITHER A LIMITED
 COMMON ELEMENT OR COMMON ELEMENT.

OCTOBER 22, 1990
 REV. III / IV AREA FEB. 7, 1991
 REV. III / IV AREA MARCH 8, 2000
 REV. III / IV AREA JUNE 15, 2001

Wagner Engineering Services, Inc.
 P.O. Box 551 Hanalei, HI 96714 (808) 828-7258



THIS MAP WAS PREPARED BY ME OR
 UNDER MY SUPERVISION
 RONALD J. WAGNER
 Licensed Professional Land Surveyor
 Certificate No. 5074

Project No. 0137

T.M.K. 4-9-04: 24

EXHIBIT C

SCHEDULE OF APARTMENTS AND COMMON INTERESTS
FOR ALIOMANU KAI CONDOMINIUM

Qty.	Apt. No.	Area of Limited Common Element	No. of BR/BATH	Appx Net Living Area (Sq. Ft.)	Appx Shed Area (Sq. Ft.)	% of Common Int.
1	1	0.50 AC	0	0	64	20
1	2	0.50 AC	0	0	64	20
1	3	0.50 AC	0	0	64	20
1	4	1.48 AC	0	0	64	40

The common interest appurtenant to each unit shall be permanent. Subject to the zoning requirements and amendments of the Condominium Map and the Declaration, each unit owner may use his unit, alter or add to its structure in any manner he deems desirable. 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 together with their respective signatures. See Exhibit I for cautionary comments from the County of Kauai Planning Department dated July 11, 1991.

END OF EXHIBIT C

EXHIBIT "D"

SUMMARY OF PORTIONS OF ESCROW AGREEMENT

The Escrow Agreement ("Agreement") between SECURITY TITLE CORPORATION ("Escrow"), and YOUNG, KLOENNE & KLOENNE, A CALIFORNIA GENERAL PARTNERSHIP ("Seller"), contains, 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 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) 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;

(c) roadway having asphalt surface approximately covering 0.21 acres; and

(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 is that certain land area upon and around which Units Units 1, 2, 3 and 4 are located, shown and designated on the Condominium Map and the table below.

<u>Unit Number</u>	<u>Area of Limited Common Element*</u>
1	0.50 acres
2	0.50 acres
3	0.50 acres
4	1.48 acres

*Land areas referenced herein are not legally subdivided lots.

END OF EXHIBIT "E"

EXHIBIT "F"

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the following:

DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "ALIOMANU KAI CONDOMINIUM":

Dated: April 01, 1991
Document No. 91-051509

Condominium Map No. 1489, as amended, to which reference is hereby made.

The foregoing Declaration of Condominium Property Regime was amended by the following:

<u>Dated</u>	<u>Document No.</u>
May 13, 1991	91-068756
June 30, 2001	2001-105163

3. BY-LAWS OF "ALIOMANU KAI CONDOMINIUM":

Dated: April 01, 1991
Document No. 91-051510

4. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions as contained in:

DECLARATION OF PROTECTIVE COVENANTS AND HOUSE RULES FOR ALIOMANU KAI CONDOMINIUM

Dated: April 01, 1991
Document No. 91-051511 to which reference is hereby made, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c)

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
AND HOUSE RULES FOR ALIOMANU KAI CONDOMINIUM

Dated: June 30, 2001
Document No. 2001-105162

to which reference is hereby made, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c)

The foregoing Amended and Restated Declaration was amended by the following:

<u>Dated</u>	<u>Document No.</u>
June 30, 2001	2001-105163

5. CONVEYANCE OF WATER FACILITY

In Favor Of: Department of Water, County of Kauai
Dated: June 10, 1993
Document No. 93-177569

6. RIGHT-OF-ENTRY

In Favor of: Citizens Utilities Company, a Delaware corporation
Dated: September 30, 1994
Document No. 95-114232
Purpose: Right-of-entry and easement for utility purposes over and across a portion of the land referred to herein.

“END EXHIBIT F”

EXHIBIT "G"

AMENDED DISCLOSURE ABSTRACT FOR
ALIOMANU KAI

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

1. The Developer of the Project are GREGOR H. KLOENNE, P.O. Box 661, Kailua, Hawaii, 96734; telephone (808) 261-7347.

2. Since creation of the project no maintenance fees have been collected. The only common element is a roadway with a permanent surface which requires no maintenance. Thus Exhibit "H" has been deleted from the Public Report and the project.

Should maintenance fees be instituted by action of the Board of Directors, an Amended Disclosure Abstract will be prepared and filed.

3. Since more than one year has passed since the constructions of all units, the statutory builder's warranty no longer applies to individual units.

4. No apartments shall be used for hotel or timeshare purposes. There will be no commercial use except those activities permitted by county ordinance.

5. The broker for the project is Gregory A. Strickland dba Garden Island Properties, 4-928 Kuhio Highway, Kapaa, HI 96746 (808) 822-4871.

6. The Developer has not conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. There are no depreciable common elements in the Project.


GREGOR H. KLOENNE 8/9/01
Date

RECEIPT

The undersigned has received a copy of the foregoing Amended Disclosure Abstract this ___ day of _____, 2001.

Purchaser(s): _____

END OF EXHIBIT "G"

EXHIBIT "K"

JCANN A. YUKIMURA
MAYOR



PETER A. NAKAMURA
PLANNING DIRECTOR

ROLAND D. SAGUM, III
DEPUTY PLANNING DIRECTOR

TELEPHONE (808) 245-3919

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

August 23, 1991

Mr. Greg Strickland
P. O. Box 247
Kealia, Hawaii 96751

Subject: Special Management Area Use Permit SMA(U)-91-13
Kloenne, Kloenne, Young & Smith
TMK: 4-9-04:24 & 27 Aliomanu, Kauai

The Planning Commission at its meeting held on August 22, 1991, approved the SMA permit to allow residential development, and to provide the roadway and waterline improvements to serve the development as required by Ordinance No. PM-125-94, with the following conditions:

1. All conditions of Ordinance No. PM-25-84, and any other pertinent ordinances, shall be complied with by the applicant. In accordance with Ordinance No. 396, environmental impact assessment fees shall be required. Also, in accordance with Ordinance No. 304, park dedication fees shall be due at the time of building permit application.
2. Prior to any building permit application, the Planning Department shall review and approve all proposed residential improvements plans, as well as a landscape master plan for the entire project.
3. Requirements of the State Department of Health, County Department of Public Works, County Fire Department, and County Department of Water shall be resolved with the respective agencies.
4. The required Aliomanu roadway and water line improvements shall be completed within two (2) years of the granting of this permit from the date of construction plan approval from the County. All

Mr. Greg Strickland
Page 2
August 23, 1991

required improvements must be completed prior to application for building permits. Such roadway improvements shall include drainage improvements as may be required by the Department of Public Works. A minimum improvement shall be a drainage swale along the mauka edge of Aliomanu Road for the length of the parcels involved in this permit.

5. The applicants shall establish the following restrictions as part of proposed codes, covenants, and restrictions (CC&R's) for the subject properties:
 - a. Cesspools shall not be permitted. Residential units shall be serviced by a septic tank, as may be required by the State Department of Health. Such systems shall be located as far away from the shoreline as feasible.
 - b. For each of the condominium property regime or limited common element on parcels 24 and 27, the maximum living floor area of each dwelling unit shall not exceed 4,000 square feet. "Living floor area" shall mean all portions of the dwelling which are enclosed by walls and/or covered entirely by a roof, including the second floor of a two-story dwelling, and garages/carports that are either attached to or detached from the dwelling.
 - c. An additional 500 square feet of gross floor area per guest house is permitted for each of the two(2) limited common elements allowed such amenity.
 - d. Dwelling unit and accessory structure heights shall not exceed twenty-five (25) feet.
 - e. Bed-and-breakfast or other such non-residential uses shall not be permitted unless reviewed and approved by the Planning Commission through a Use Permit application.
 - f. Residential development shall not be permitted within the Open district of subject parcels.
 - g. Should any archaeological or historic sites, artifacts, or remains be unearthed during excavation and construction, the applicants shall cease all

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work at the site and contact the State Historic Preservation Division of the State Department of Land and Natural Resources and the Planning Department. Disinterment or any other burial-related issues shall be resolved in accordance with Chapter 6-E, Hawaii Revised Statutes.

6. As represented by the applicants, development on the subject parcels shall be limited to four (4) single-family residential units and one (1) guest house per property. Any additional density increases shall require the review and approval of the Planning Commission through a separate Special Management Area use permit application.
7. Prior to any residential improvements, these conditions shall be recorded at the State Bureau of Conveyances.
8. The duration of this Special Management Area Use Permit is two (2) years from the date of construction plan approval from the County.
9. The applicants are advised that prior to and/or during construction and use, additional government agency conditions and requirements may be imposed. It shall be the applicant's responsibility to resolve those conditions and requirements with the respective agencies.



PETER A. NAKAMURA
Planning Director

cc: Mayor
Public Works Dept.
Water Dept.
Health Dept.
Fire Dept.
State Planning Off.
Real Property Div.

-the landscape master plan is a requirement for each individual lot, which would comprise the "entire project" for each individual lot or unit owner.

From a reasonable point of view, the establishment of a landscape master plan for all 8 units at one time would have both negative and positive benefits. However, landscaping as it relates to each individual lot is personal, which could be more appropriate, depending on the architectural style chosen. Should each individual owner have the opportunity to masterplan landscaping for his unit, it will be something he wants, and is willing to maintain. In that sense, it adds value to the property. If the landscaping were to be provided all at once, for all eight lots, the common landscaping that may have been established may not complement the architectural style that the homeowner prefers; there may not be an incentive to maintain landscaping the owner doesn't want.

Provided each individual lot owner prepares their own landscape masterplan in concert with developing an architectural house style for the unit, and said masterplan would emphasize the use of native Hawaiian flora, and said masterplan is reviewed and approved by the Planning Department prior to building permit approval, the intent of the condition can still be met in a more appropriate fashion.

Inasmuch as the condition doesn't SPECIFICALLY mention the use of native Hawaiian flora, staff should explain to each potential owner, or owner, why this type of landscaping is preferred.

END EXHIBIT "K"