



REAL ESTATE COMMISSION
 STATE OF HAWAII
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION
 P. O. Box 3469
 Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

on
 NONOU RISE #8
 Kapaa, Kauai, Hawaii

Registration No. 2585

Issued: February 24, 1992
 Expires: March 24, 1993

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of January 29, 19 92, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

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 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
 Supersedes all prior public reports
 Must be read together with _____
- SUPPLEMENTARY:** Updates information contained in the
(pink)
- Prelim. Public Report dated _____
 Final Public Report dated _____
 Supp. Public Report dated _____
- And Supersedes all prior public reports
 Must be read together with _____
- This report reactivates the _____
 public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required 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.

[X] No prior reports have been issued by the Commission.

[] Changes made are as follows:

* * * * *
* **SPECIAL NOTICE:** *
* * * * *
* THERE ARE COUNTY RESTRICTIONS ON THE NUMBER OF *
* RESIDENTIAL DWELLING UNITS, OR OTHER STRUCTURES, WHICH *
* MAY BE BUILT UPON THE PROPERTY. THEREFORE, UNLESS THE *
* PURCHASER IS PURCHASING AN EXISTING RESIDENTIAL *
* DWELLING, THERE IS NO ASSURANCE THAT THE PURCHASER WILL *
* BE ABLE TO BUILD A RESIDENTIAL DWELLING UNIT ON THE *
* PROPERTY. THERE IS ALSO NO ASSURANCE THAT THE PURCHASER *
* WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL *
* STRUCTURE TO A RESIDENTIAL USE. THE PURCHASER SHOULD *
* CONSULT WITH THE APPROPRIATE COUNTY AGENCIES TO *
* DETERMINE WHETHER THE PURCHASER MAY BUILD A RESIDENTIAL *
* DWELLING UNIT, OR ANY OTHER TYPE OF STRUCTURE, UPON THE *
* PROPERTY. *
* * * * *
* 1. THERE ARE PRESENTLY NO RESIDENTIAL STRUCTURES ON *
* THE PROPERTY. THE ONLY BUILDINGS ON THE PROPERTY *
* ARE THREE (3) STORAGE SHEDS, EACH OF WHICH IS *
* DEFINED AS AN APARTMENT UNDER THE CONDOMINIUM *
* PROPERTY ACT. *
* * * * *
* 2. This Public Report does not constitute an approval *
* of the project nor that all County Codes, *
* Ordinances and subdivision requirements have been *
* complied with. *
* * * * *
* 3. This project does not involve the sale of *
* individual subdivided lots. The dotted lines on *
* the Condominium Map are for illustration purposes *
* only. *
* * * * *
* 4. Facilities and improvements normally associated *
* with County approved subdivision, 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. *
* * * * *

* 5. In addition to the foregoing matters, the Kauai *
 * County Planning Department has advised as to the *
 * following matters which are set forth in its letter *
 * dated February 3, 1992 incorporated herein as *
 * Exhibit "I". You are requested to read the letter *
 * and the following with care and seek advice from *
 * the Kauai Planning Department, your architect/ *
 * engineer and your attorney, if necessary: *
 *
 * A. The current Section 8-7.4 (c) of the Kauai *
 * County CZC prohibits the further subdivision *
 * of the present Lot 68. (The Declaration, *
 * paragraph 15.0 states the subdivision must be *
 * in accordance with the building code, zoning *
 * and subdivision ordinances.) *
 *
 * B. The Kauai County CZC standards presently *
 * require a minimum of two (2) parking stalls *
 * for each residential dwelling unit. *
 *
 * C. When applying for zoning permits with the *
 * Planning Department, 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 authority *
 * from 75% of the owners at the time a permit is *
 * applied for. *
 *
 * D. The use of the limited common elements shall *
 * be limited to those listed as permissible *
 * within the "A" Agricultural District in the *
 * State Land Use Commission's Rules and *
 * Regulations. (See Exhibit C of the *
 * Declaration of Covenants and Restrictions *
 * attached hereto as Exhibit "G" which recites *
 * foregoing matter.) *
 *
 * E. Any dwelling constructed after the first one *
 * will require an inspection of the property by *
 * the Kauai 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. *
 *
 * **THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY** *
 * **REVIEW THE DOCUMENTS 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 Hawaii's "Condominium Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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 owner/tenant) 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. The 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 they 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 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 a vote of the owners. Some of these actions may significantly impact the quality of life for all 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 vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.
- Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
- Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

Types of Project:

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

2. Residential Commercial Ohana
 Mixed Residential and Commercial Agricultural
 Other _____

3. High Rise (5 stories or more) Low Rise

4. Single or Multiple Buildings

5. Apartment Description

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)</u>	<u>Lanai/Patio (sf)</u>
Apartment 1	1	N/A	80 sq. ft.	N/A
Apartment 2	1	N/A	80 sq. ft.	N/A
Apartment 3	1	N/A	80 sq. ft.	N/A
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 3

**Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.*

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

6. Parking: Not designed and open - By Ordinance two (2) parking stalls are required per residential apartment.

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	_____
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: _____	_____
Total Parking Stalls	_____

7. Recreational amenities: None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: TENRIKYO KYODAN, dba Tenrikyo Honolulu Church **Phone:** 941-1060
Name (Business)
1902 South King Street
Business Address
Honolulu, Hawaii 96826

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

Yonekuni Saito, President
Shizue Saito, Vice President
Mike K. Inouye, Secretary
Colin T. Saito, Assistant Secretary
Merika T. Saito, Treasurer

Real Estate Broker: Paris Realty U.S.A. Inc. **Phone:** 955-5530
Name (Business)
436 Ena Road, Suite 605
Business Address
Honolulu, Hawaii 96815

Escrow: Founders Title & Escrow, Inc. **Phone:** 531-0226
Name (Business)
900 Fort Street Mall, 10th Floor
Business Address
Honolulu, Hawaii 96813

General Contractor: Owner/Builder **Phone:** _____
Name (Business)
Business Address

Condominium Managing Agent: Self management by Association of Apartment Owners **Phone:** _____
Name (Business)
Business Address

Attorney for Developer: Hiroshi Sakai, Attorney at Law, A Law Corporation **Phone:** 531-4171
Name (Business)
201 Merchant Street, Suite 902
Business Address
Honolulu, Hawaii 96813

**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.

- 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. 91-145356
Book _____ Page _____
 Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

First Amendment to Declaration dated October 31, 1991 - Document No. 91-154454
Second Amendment to Declaration dated November 29, 1991 - Document No. 91-173257

- 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 Conveyance Condo Map No. 1568
 Filed - Land Court Condo Map No. _____

Amendment date(s) and recording/filing information:

- 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 way in which meetings will be conducted, 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. 91-145357
Book _____ Page _____
 Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to 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.

D. **House Rules.** The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. 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>Majority Vote of Board of Directors</u>

The percentages for individual condominium projects may be more than the minimum set by law.

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

Developer has reserved the right under Paragraph 15.0 of the Declaration to alter the units in the project which it owns without the approval of the Association or the other apartment owners and to amend the Condominium Map to note changes resulting from the exercise of the Developer's reserved rights under Paragraph 15.0. Developer has also reserved the right under Paragraph 16.0 to record any "as built" statements as required by law.

For Subleaseholds:

- Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is
 Cancelled 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 cancelled or foreclosed.

B. Underlying Land:

Address: Kamalu Road, Kapaa, Kauai, Hawaii Tax Map Key: (4) 4-2-03: 50
(TMK)

Address TMK is expected to change because _____

Land Area: 7 square feet acre(s) Zoning: Agricultural

Fee Owner: TENRIKYO KYODAN, dba Tenrikyo Honolulu church
Name
1902 South King Street
Address
Honolulu, Hawaii 96826

Sublessor: _____
Name

Address

C Buildings and Other Improvements:

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

2. Buildings: 3 Floors Per Building 1 Floor

Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other _____

4. Permitted Uses by Zoning:

	<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>		<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>
<input type="checkbox"/> Commercial	_____	_____	<input type="checkbox"/> Industrial	_____	_____
<input type="checkbox"/> Residential	_____	_____	<input checked="" type="checkbox"/> Agricultural	<u>3</u>	<u>Yes</u>
<input type="checkbox"/> Timeshare/Hotel	_____	_____	<input type="checkbox"/> Recreational	_____	_____
<input type="checkbox"/> Other: _____	_____	_____		_____	_____

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

Yes No

5. Special Use Restrictions:

The Declaration, Bylaws, and House Rules may contain restrictions on the use and occupancy of apartments. Restrictions for this condominium project include but are not limited to:

- Pets: _____
- Number of Occupants: _____
- Other: See Building and House Rules and Declaration of Covenants and Restrictions (Exhibit G)
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators N/A Stairways N/A Trash Chutes N/A

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>Apartment 1</u>	<u>1</u>	<u>N/A</u>	<u>80 sq. ft.</u>	<u>N/A</u>
<u>Apartment 2</u>	<u>1</u>	<u>N/A</u>	<u>80 sq. ft.</u>	<u>N/A</u>
<u>Apartment 3</u>	<u>1</u>	<u>N/A</u>	<u>80 sq. ft.</u>	<u>N/A</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 3

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

The boundary of each apartment is the exterior surfaces of the apartment and each apartment also has appurtenant to it the limited common element land area as set forth in the Condominium Map for its own exclusive use.

Permitted Alterations to Apartments:

Either apartment owner can increase the total square footage of his structure, and additional structures, and alter the location of his structure in accordance with the building code and zoning ordinances.

7. **Parking Stalls:** Not designated and open. By Ordinance two (2) parking stalls for each residential apartment.

Total Parking Stalls: _____

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for individual units)	_____	_____	_____	_____	_____	_____	_____
Guest Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra Available for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open	_____	_____	_____	_____	_____	_____	_____

Not

Each apartment will have the exclusive use of at least Designated parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

- Commercial parking garage permitted in condominium project.
- Exhibit _____ contains additional information on parking stalls for this condominium project.

8. **Recreational and Other Common Facilities:**

There are no recreational or common facilities.

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Swimming pool | <input type="checkbox"/> Storage Area |
| <input type="checkbox"/> Recreation Area | <input type="checkbox"/> Laundry Area |
| <input type="checkbox"/> Tennis Court | <input type="checkbox"/> Trash Chute |

Other: _____

9. Present Condition of Improvements

(For conversions of residential apartments in existence for at least five years):

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

N/A

b. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

N/A

10. 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 intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit A describes the common elements.

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 may use them are:

described in Exhibit _____

as follows:

The land area of each apartment consisting of the land beneath it as shown and delineated on the Condominium Map, is a limited common element for the use of the owner of each respective apartment.

Apartment 1 - 2.00 acres

Apartment 2 - 2.50 acres

Apartment 3 - 2.50 acres

NOTE: The limited common element land areas for each apartment 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 often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit _____ describes the common interests for each apartment.

As follows:

Apartment 1 - 28.58% appurtenant common interest

Apartment 2 - 35.71% appurtenant common interest

Apartment 3 - 35.71% appurtenant common interest

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property.

Exhibit B describes the encumbrances against the title contained in the title report dated December 18, 1991 and issued by Founders Title & Escrow of Hawaii .

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It 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.

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. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
---------------------	---

F. Management of the Common Elements: The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial managing agent for this condominium is:

not affiliated with the Developer.

the Developer or the Developer's affiliate.

self-managed by the Association of Apartment Owners.

other _____

G. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided to each apartment.

Exhibit _____ contains a schedule of maintenance fees and maintenance fee disbursements.
NOTE: No maintenance fees are immediately contemplated. Paragraph 13.0 of the Declaration provides that the Association to allow each apartment owner to maintain his own insurance and name the Association as an additional insured.

H. Utility Charges for Apartments:

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- Not applicable
- Electricity Television Cable
- Gas Water & Sewer
- Other _____

I. 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

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

1. Purchasers should examine Exhibit "F" carefully. Each purchaser must obtain a building permit should he desire to construct a dwelling on the premises, pull purchaser's own utility lines and install purchaser's own cesspool. The moving on to the project of used homes and quonset huts is prohibited.
2. Purchasers should be aware that the land is subject to agricultural activities being pursued as required by Chapter 205, Hawaii Revised Statutes, as amended.
3. PURCHASERS SHOULD BE AWARE OF BUILDING PERMIT REQUIREMENTS BY BOTH THE COUNTY OF KAUAI AS WELL AS THE DECLARATION OF CONDOMINIUM REGIME, BY LAWS AND BUILDING RULES (EXHIBIT "F"), THE AVAILABILITY OF UTILITIES AND THE SIZE AND LOCATION OF CONNECTIONS AND BUILDING PERMITS AND CONSTRUCTION OF IMPROVEMENTS AND ALL OTHER MATTERS RELATING TO THE COST, USE AND ENJOYMENT OF THE CONDOMINIUM UNITS PRIOR TO THEIR ENTERING INTO A PURCHASE CONTRACT. THE COMMISSION, BY ISSUING THIS REPORT, IS NOT APPROVING OR DISAPPROVING THE PROJECT, NOR IS IT WARRANTING THE CORRECTNESS OR COMPLETENESS OF INFORMATION SUPPLIED TO IT BY ANY PARTY OR PARTIES.

C:\WP5\CONDO\NR8.P18

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

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, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

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

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. 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.

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Condominium Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other Exhibits F, G and H

If these documents are not in final form, the buyer should ask to see the most recent draft.

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 Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs, 1010 Richards Street, P. O. Box 541, Honolulu, HI 96809.

This Public Report is a part of Registration No. 2585 filed with the Real Estate Commission on January 29, 1992.

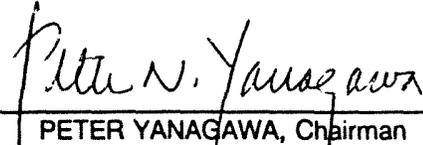
Reproduction of Report. When reproduced, this report must be on:

yellow paper stock

white paper stock

pink paper stock

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



PETER YANAGAWA, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Bureau of Conveyances

Department of Finance, County of Kauai

Planning Department, County of Kauai

Federal Housing Administration

EXHIBIT "A"

Common Elements. The common elements which the apartments have immediate access to include:

- a. The land in fee simple.
- b. The central and appurtenant installations for services such as power, light, gas, telephone, sewer, hot and cold water and like utilities.
- c. All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the Project.

EXHIBIT "B"

ENCUMBRANCES AGAINST TITLE. The Title Report dated December 18, 1991 issued by Founders Title & Escrow of Hawaii that title to the land is subject to the following encumbrances:

1. Real Property Taxes, County of Kauai, check with the Tax Assessor.

2. Reservation as set forth in Land Patent Grant No. 8620, to-wit:

"Also, expecting and reserving the waters and all riparian and other rights in or to the stream aforesaid and in or to the streams passing over and across said lot."

3. Easement "F" for access and utility purposes as shown on survey map dated December 8, 1989, prepared by Wayne T. Wada, Registered Professional Land Surveyor, being more particularly described as follows:

EASEMENT "F"

Land situated at Wailua, Kawaihau, Kauai, Hawaii
Being a Portion of Grant 8620
Being also a Portion of Lot 8

Beginning at the North corner of this parcel of land on the East side of Kamalu Road, being also the Northwest corner of Lot 8, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 350.38 feet North and 3,175.20 feet West, thence running by azimuths measured clockwise from true South:

1. 278° 51' 40.08 feet along the remainder of Grant 8620 (Lot 9);
2. 85° 50' 43.35 feet along the remainder of Lot 8;
3. 201° 19' 10.00 feet along Kamalu Road to the point of beginning and containing an area of 3,131 square feet, more or less.

4. Building setback lines and drainageway shown on survey map dated December 18, 1989, prepared by Wayne T. Wada, Registered Professional Land Surveyor.

5. Restriction of vehicular access rights along Kamalu Road as shown on survey map dated December 18, 1989, prepared by Wayne T. Wada, Registered Professional Land Surveyor.

6. Declaration of Covenants and Restrictions dated June 28, 1991, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 91-090301. Joinder to Declaration of Covenants and Restrictions dated October 7, 22, and 31, 1991 and November 4, 1991 as Document No. 91-159455.

7. Nonou Rise Easement Declaration dated October 7, 22, and 31, 1991 and November 19, 1991, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 91-159456.

8. Reserving unto the Grantor, the right to grant any further and other easements as may be deemed necessary by the appropriate public utility or utilities or governmental agency or agencies for the purpose of providing access or utility services, over, under, across and through the above-described lot as reserved in that certain instrument dated July 18, 1990 and recorded as Document No. 91-146382.

9. Restrictive covenants for Nonou Rise Estates as contained in that certain Deed dated July 18, 1990 and recorded as Document No. 91-146382.

10. Condominium Map No. 1568 filed in the Bureau of Conveyances, State of Hawaii.

11. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions, easements and by laws set forth in the Declaration of Condominium Property Regime dated October 7, 1991, recorded in Document No. 91-0145356.

Said Declaration was amended by instrument(s) dated October 31, 1991 recorded as Document No. 91-154454 and November 29, 1991, recorded as Document No. 91-173257, respectively.

12. By Laws of the Association of Apartment Owners of "NONOU RISE" dated October 7, 1991 and recorded in Document No. 91-0145357.

C:\WP5\CONDO\NR8.EXB

EXHIBIT "C"

Summary of Sales Contract

The Sales Contract contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract says:

(a) A buyer must obtain his own financing. Buyer acknowledges that this Sales Contract is contingent on any financing after the issuance of the final public report.

(b) That a purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

(c) That interest on deposits shall belong to the buyer so long as said funds are held in escrow.

(d) That the unit will be subject to various other legal documents which the buyer certifies that he has examined.

(e) That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

The Sales Contract contains various other provisions with which the purchaser should become acquainted.

EXHIBIT "D"

Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Under the Escrow Agreement these things will or may happen:

(a) Upon receipt of notice in writing from Seller that payments are due under any sales contract, Escrow shall give notice in writing to each purchaser when payments are due.

(b) Escrow will arrange for purchasers to sign all necessary documents.

(c) The Escrow Agreement says under what conditions a refund will be made to a purchaser.

(d) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract.

The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

NONOU RISE #8

REGISTRATION NO. 2585

DISCLOSURE STATEMENT AS OF OCTOBER 7, 1991

1. Name of Project: NONOU RISE #8
2. Address: Kamalu Road, Nonou Rise Estates Subdivision,
Kapaa, Kauai, Hawaii
3. Name of Developer: Tenrikyo Kyodan, Tenrikyo Honolulu
Church
4. Address of Developer: 1902 South King Street,
Honolulu, Hawaii 96826
5. Telephone Number: (808) 941-1060
6. Project Manager or Agent: Colin Tsuneo Saito
7. Address: 1902 South King Street, Honolulu, Hawaii 96826
8. Maintenance Fees: None at present. In the future as the
need and necessity arises for maintenance fees it shall be
based upon generally accepted accounting principles.
9. Commencement of Maintenance Fees: At such time that the
Association decides to assess maintenance fees.
10. Warranties: The Project is a fee simple condominium project
and there are no warranties.
11. Project: The Project consists of 3 condominium apartments,
the land areas of which are to be utilized for agricultural,
residential and other uses permitted under the zoning
ordinances for the County of Kauai.

DATED: Honolulu, Hawaii, October 7, 1991.

TENRIKYO KYODAN, dba Tenrikyo
Honolulu Church

By *Colin T. Saito*
Its Assistant Secretary

Subscribed and sworn to before me
this 7th day of October, 1991.

[Signature]
NOTARY PUBLIC, STATE OF HAWAII

My commission expires: Nov. 12. 1994

EXHIBIT "F"
BUILDING AND HOUSE RULES
NONOU RISE #8

The purpose of these Building and House Rules ("Rules") is to protect all owners and occupants from annoyance and nuisance caused by improper conduct and improper use of the **NONOU RISE #8** Condominium, hereinafter referred to as "Project", and to provide for the maximum enjoyment of the premises. All owners and occupants, their agents, employees and invitees shall be bound by these Rules and standards of reasonable conduct whether covered by these Rules or not.

1. Definitions. As used herein:

a. The "Area" refers to the land set aside for the use of each owner as a limited common element.

b. The "Apartment" refers to the existing buildings built on the land designated as the limited common element for the owner and any subsequent improvements built within the Area.

c. The "lot" used in the Declaration of Covenants and Restrictions dated June 28, 1991, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 91-090301 and the Nonou Rise Estates Easement Declaration dated October 7, 1991, 22 and 31, 1991 and November 19, 1991, recorded in said Bureau as Document No. 91-159456, (collectively referred to as "CC&R") and shall also refer to an "apartment" or "unit" in the project.

2. Building Permit. Any owner desiring to make an addition to the existing buildings and/or construct any new building will have to comply with the building and zoning ordinances as the same may be changed from time to time. The requirements of the County of Kauai Ordinance No. 317 approved on June 27, 1977 is required to be observed in the construction of a single family dwelling as well as the following:

a. No building shall exceed two (2) stories in height.

b. No structure of a temporary character, trailer, quonset hut, tent, shack, garage and/or barn shall be used as a permanent residence.

c. In any grading and/or excavation of the Apartment the grade of the Apartment shall not be altered in such a manner as to affect the drainage of any adjoining Apartment.

3. Garbage and Trash. Each unit shall place his own garbage, trash and rubbish in covered receptacles or in plastic or fastened bags. Each owner shall exercise reasonable care to avoid exposure of waste materials to flies, roaches, rodents and other insects or materials.

4. General Appearance.

a. Storage. No open storage of furniture, fixtures, appliances and other goods not in use will be permitted if not screened from the street and the other apartment.

b. Mailboxes and Street Address. Mailboxes and street address shall be in an Area that is set aside for each apartment at the driveway entrance.

5. Water and Utilities. The water, electricity and telephone lines will be drawn from the street to each Apartment abutting the street at their own cost and expense.

6. Sewage Disposal. There are no sewer lines and sanitary sewer system. Each owner shall have to install his own septic tank and/or cavitette to be located within his own Area. A cesspool will be permitted only if the State Board of Health and/or the County of Kauai permits it.

7. Setbacks. Any dwelling and/or structure placed in an Area by an owner will observe a minimum 5-foot setback from the perimeter boundaries of each Area.

8. Use Restrictions. The use restrictions for the use of the unit shall be observed as set forth in the CC&R.

9. Building Permit and Construction. The following shall be observed to secure the Association's approval to obtain the building permit, the construction of the improvements and the amendment of the Declaration of Condominium Property Regime.

a. The owner shall have plans for the dwelling prepared by a licensed architect or engineer and submitted to the Association for its approval under Section 21, A (2) of the Declaration. The submission shall state the name of the contractor and the method by which the improvements will be financed.

b. The plans shall conform to the Building Code of the County of Kauai.

c. After approval by the Association, the plans are to be submitted to the County of Kauai for the issuance of the building permit.

d. The owner should provide a construction contract and a 100% bond against mechanic's and materialmen's lien to the Association with the Association as an additional obligee.

e. Upon the completion of the dwelling a Notice of Completion shall be published in the Garden Isle for two (2) successive weeks at least seven (7) days apart and the Notice of Completion filed with the Clerk of the Fifth Circuit Court.

f. The plans as drawn should meet the requirements of a Condominium Map. The plan should show a site plan indicating where the dwelling will be located in the unit's limited common element land area. There should be a floor plan indicating the living/dining room, bedrooms, kitchen, bathrooms, lanai, etc. and the total net living area. The plans should show the elevations of the dwelling. The project and the architect's or engineer's stamp should be stamped on the plans.

g. An architect or engineer's certificate should be executed reflecting the "as built" condition of the dwelling.

h. The owner should have prepared at his own cost the amendment to the Declaration reflecting the change in description of the apartment and the amendment to the Condominium Map.

i. The amendment to the Declaration should then be filed for record in the Registrar of Conveyances, State of Hawaii.

Adopted at Honolulu, Hawaii, this 7th day of October, 1991.

TENRIKYO KYODAN,
dba Tenrikyo Honolulu Church

By 
Its Assistant Secretary

We hereby certify that this
is a true copy of the original.
FIRST AMERICAN TITLE CO.
OF HAWAII, INC.

By H. Morgan

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
OFFICE OF

BUREAU OF CONVEYANCES

Received for record this 3rd
day of July, A.D., 1993
at 9:01 o'clock A.M. and
recorded as Document No. 91-69080

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup (X) To:

FIRST AMERICAN TITLE CO.

Escrow B912963p

EXHIBIT "G"

LAND COURT SYSTEM I REGULAR SYSTEM
Return by Mail () Pickup () To:
FIRST AMERICAN TITLE CO.
Escrow B91 2963p

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DENNIS ESAKI, husband of Hisako Esaki, hereinafter called the "Declarant," is the owner of that certain property known as Lots 1-A and 2-A, por. Grant 8620, Wailua Homesteads, First Series, Wailua, Kawaihau, Kauai, Hawaii, and more particularly identified as Kauai Tax Map Key Nos. 4:4-2-03:15 and 50; and

WHEREAS, the Declarant has caused the above-described real property to be consolidated and resubdivided into Lots 1 to 9 inclusive and roadway Lot 10, which consolidation and resubdivision was approved by the Planning Commission of the County of Kauai on April 12, 1990, as evidenced by the map of said consolidation and resubdivision attached hereto as Exhibit "A" and made a part hereof; and

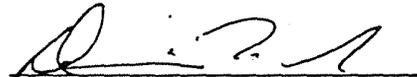
WHEREAS, the Declarant desires to declare certain covenants and restrictions regarding the use and improvement of certain of the Lots in said subdivision.

NOW, THEREFORE, the Declarant does hereby declare the restrictive covenants and conditions stated in Exhibit "B" attached hereto and incorporated herein by reference on the

aforesaid property, said covenants and conditions to run with title to each of the Lots affected thereby.

The said restrictive covenants and conditions shall be binding upon the Declarant and his heirs, successors and assigns.

DATED: Lihue, Kauai, Hawaii, this 28th day of June, 1991.


DENNIS ESAKI

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 28th day of June, 1991, before me appeared DENNIS ESAKI, who satisfactorily proved to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

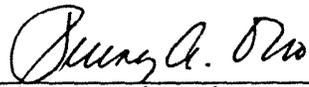

Notary Public, Fifth Judicial Circuit, State of Hawaii
My commission expires: 11/20/93

EXHIBIT "B"

RESTRICTIVE COVENANTS

NONOU RISE ESTATES

1. Direct access to Kamalu Road from Lots 3, 4, 5 & 8 is not permitted, as shown on the final subdivision map. Access to Kamalu Road shall be permitted only by way of easements as shown on the final subdivision map.

2. The uses of Lots 1 - 9 inclusive shall be limited to those listed as permissible uses within the "A" Agriculture District in the State Land Use Commission Rules and Regulations, as is more particularly stated in Exhibit "C" attached hereto, until such time as the said lots are reclassified to a Land Use District other than Agriculture.

3. Lots 1, 2, and 3 are subject to floodway and flood fringe zones and flood elevations, all as shown on the final subdivision map. Lots 1, 2 and 3 shall be subject to the following:

(a) No structure, fills, or any obstruction will be allowed in the floodway zone.

(b) All structures in the flood fringe zone must be elevated at or above base flood elevations and must be built in accordance with the County of Kauai Flood Plan Management Ordinance.

(c) Owners shall preserve and maintain the floodway to convey storm runoff.

(d) Owners shall accept the storm flows that will result from the development of the basin as shown in the County General Plans.

(e) Owners shall accept and expect damages such as erosion with flowages of water and the County shall not be held responsible for any damages.

(f) Owners shall take precautions during flood times since high flows and velocities can be expected.

4. Lots 4 through 9 inclusive are subject to a building setback line and drainageway, as shown on the final subdivision map. Lots 4 through 9 inclusive shall be subject to the following:

(a) No structure, fills, or any obstruction will be allowed in the drainageway.

(b) Owners shall preserve and maintain the drainageway to convey storm runoff.

(c) Owners shall accept the storm flows that will result from the development of the basin as shown in the County General Plans.

(d) Owners shall accept and expect damages such as erosion with flowages of water and the County shall not be held responsible for any damages.

(e) Owners shall take precautions during flood times since high flows and velocities can be expected.

5. The use of Lots 1 through 9 inclusive, and the rights of each Owner of those lots, shall be subject to the following standards of quality. Maintenance of these standards is vital to the preservation of property values in the subdivision and to the Owners' enjoyment of the property:

(a) No mobile home, trailer home, portable building, quonset hut, or used lumber shall be placed or used as a permanent residence on any lot.

(b) No noxious activity shall be carried on upon any lot nor shall anything be done or placed on any lot which is or may become a disturbance or nuisance.

(c) No hazardous activities shall be conducted on any lot. Without limiting the generality of the foregoing, no firearms shall be discharged upon any lot, and no open fires shall be lighted or permitted on any lot.

(d) Every lot, and all improvements placed thereon, shall at all times be maintained in good, clean and attractive condition and in such a manner as to prevent such lot and improvement from becoming unsightly, unsanitary or a hazard to health. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.

(e) No pigs, bees, or chickens shall be kept or raised on any lot, whether for commercial purposes, as pets, for household uses or otherwise.

(f) No clearing or grading of any lot shall be performed which would alter or impede existing drainage patterns to the jeopardy, detriment or damage of any other lot.

(g) No Owner shall construct or permit to be constructed on any lot an improvement which will create a problem of flooding, erosion or interference with natural water flow or original runoff pattern to the jeopardy, detriment or damage of any other lot, nor shall any Owner fail to act so as to minimize runoff damage caused by the use or improvement of the Owner's lot.

(h) No overhead power lines shall be erected on any lot. No wind generators shall be erected on any lot.

(i) All sewage disposal systems shall be connected to a septic tank or other sewage system approved by the appropriate governmental authorities.

(j) No geodesic domes homes shall be permitted.

(k) Driveways shall be surfaced with gravel, asphalt or concrete pavement; no dirt driveways shall be allowed except during reasonable construction periods.

(l) If a lot owner installs propane gas facilities in addition to the available electrical service, the gas tank must be kept underground or within an enclosure which screens the tank from adjacent lots and streets.

(m) Required building setbacks on each lot shall be fifteen feet from the boundaries of each adjacent lot. Construction within the required setback areas shall be limited to driveways, walkways, fences or landscaping. No other improvement of any kind shall be permitted to be constructed or placed within the required setback areas.

(n) Upon construction of a single family residence on the lot, each lot owner shall, at the owner's sole expense, connect the water lines serving the lot and residence to the central water distribution system owned and operated by the County of Kauai.

(o) All exterior surfaces of all improvements shall be in neutral or earth tone shades.

(p) The covenants in this Paragraph 5 shall run with the land and be binding on all lot owners, their respective heirs, successors, assigns, and all persons claiming under them, for a period of twenty-five (25) years from the date this Declaration is

recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part. The covenants contained in this Paragraph 5 may at any time be amended in whole or in part by the unanimous written approval of all lot owners, which amendment and approval shall be effective upon the recording of same with the Hawaii Bureau of Conveyances.

(q). Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

6. No deed, mortgage, lease or other instrument of conveyance affecting any lot shall be made or delivered unless such deed, mortgage, lease or other instrument of conveyance shall contain or be subject to the same restrictive covenants as in this Declaration set forth, including this covenant.

7. For any violation or threatened violation of this Declaration or any of the covenants and provisions herein, the Declarant and each lot owner, jointly and severally, shall have a remedy against the offending party by action for damages, suit for injunction (mandatory or restraining), or any other remedy, without prejudice to the right of any other owner or owners to adopt or pursue the same or for any subsequent violation or threatened violation.

8. All of the foregoing restrictions are intended to constitute a general plan for the development, improvement and sale of said lots, and are established for the purpose of enhancing and protecting the value, desirability, attractiveness and quality of the development as a whole and each of said lots therein.

9. All of the foregoing are also covenants running with the land at law as well as in equity and are binding upon and inure to the benefit of the successors and assigns of the Declarant and all present and future persons owning or having an interest in any of said lots or a part thereof.

EXHIBIT "C"

Lots 1 - 9 inclusive, Nonou Rise Estates, shall be limited to the following uses listed as permissible uses within the "A" Agricultural District in the State Land Use Commission Rules and Regulations, as amended:

1. Cultivation of crops, including but not limited to flowers, vegetables, foliage, fruits, forage and timber;
2. Game and fish propagation;
3. Raising of livestock, including but not limited to poultry, bees, fish or other animal or aquatic life that are propagated for economic or personal use;
4. Farm dwellings, employee housing, farm buildings or activity or uses related to farming and animal husbandry. Farm dwelling as used on this paragraph means 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;
5. Public institutions and buildings which are necessary for agricultural practices;
6. Public and private open area types of recreational uses including day camps, picnic grounds, parks and riding stables, but not including dragstrips, airports, drive-in theaters, golf courses, golf driving ranges, country clubs and overnight camps;
7. Public, private and quasi-public utility lines and roadways, transformer stations, communications equipment building, solid waste transfer stations, major water storage tanks and appurtenant small buildings such as booster pumping stations, but not including offices or yards for equipment, material, vehicle storage, repair or maintenance, or treatment plants, or corporation yards, or other like structures;
8. Retention, restoration, rehabilitation or improvement of buildings or sites of historic or scenic interest;
9. Roadside stands for the sale of agricultural products grown on the premises;
10. Buildings and uses, including but not limited to mills, storage and processing facilities, maintenance facilities that are normally considered direct accessory to the above-mentioned uses;
11. Agricultural parks; or
12. Wind energy facilities, including the appurtenances associated with the production and transmission of wind-generated energy; provided that such facilities and appurtenances are compatible with agriculture uses and cause minimal adverse impact on agricultural land.

RESTRICTIVE COVENANTS

NONOU RISE ESTATES
S-90-14 & S-90-19

1. Lots 3, 4, 5 & 8 are subject to a no access permitted along Kamalu Road. Access will be permitted only thru easements as shown on the subdivision map.
2. The uses on the newly-created lots shall be limited to those listed as permissible uses within the "A" Agriculture District in the State Land Use Commission Rules and Regulations. Dwellings on the lot shall mean a single-family dwelling located on and used in connection with a farm where agriculture activity provides income to the family occupying the dwelling.
3. Lots 1, 2 and 3 are subject to a floodway zone (floodway, flood fringe) and flood elevations as shown on the subdivision map. The owner's responsibilities on the flood zones and flood provisions includes:
 - (a) No structure, fills, or any obstruction will be allowed in the floodway zone.
 - (b) All structures in the flood fringe zone must be elevated at or above base flood elevations and must be built in accordance to County's Flood Plain Management Ordinance.
 - (c) Owners shall preserve and maintain the floodway to convey storm runoff.
 - (d) Owners shall accept the storm flows that will result from the development of the basin as shown of the County General Plans.
 - (e) Owners shall accept and expect damages such as erosion with flowages of water and the County shall not be held responsible for any damages.
 - (f) Owners shall take precautions during flood times since high flows and velocities can be expected.

4. Lots 4 thru 9 are subject to a building setback line and drainageway. The owner's responsibilities on the drainageway and flood provisions includes:

- (a) No structure, fills, or any obstruction will be allowed in the drainageway.
- (b) Owners shall preserve and maintain the drainageway to convey storm runoff.
- (c) Owners shall accept the storm flows that will result from the development of the basin as shown of the County General Plans.
- (d) Owners shall accept and expect damages such as erosion with flowages of water and the County shall not be held responsible for any damages.
- (e) Owners shall take precautions during flood times since high flows and velocities can be expected.

**NONOU RISE ESTATES
EASEMENT DECLARATIONS**

The undersigned owners of lots in the Nonou Rise Estates Subdivision, whose names, marital status, addresses and lot numbers are described hereafter, hereby adopt the following Easement Declarations for the lot numbers and easements as is described hereafter as follows:

Grant of Easements. The undersigned lot owners hereby grant unto the designated lot owners access and utility easements to repair and maintain the easement as follows:

Owner of Lot 1 grants Easement "C" for access and utility purposes in favor of Lots 2, 3 and 4;

Owner of Lot 2 grants Easement "A" for access and utility purposes in favor of Lots 1, 3 and 4;

Owner of Lot 2 grants Easement "B" for access and utility purposes in favor of Lots 1 and 3.

Owner of Lot 3 grants Easement "B" for access and utility purposes in favor of Lots 1 and 2;

Owner of Lot 6 grants Easement "D" for access and utility purposes in favor of Lots 5, 7 and 8;

Owner of Lot 7 grants Easement "E" for access and utility purposes in favor of Lots 5, 6 and 8;

Owner of Lot 8 grants Easement "F" for access and utility purposes in favor of Lot 9.

ARTICLE I. DEFINITIONS.

The following words when used in this Declaration, unless the context otherwise specifies or requires, shall have the following meanings:

1.1 "Association" means the Nonou Rise Estates Easement Association, a nonprofit Hawaii corporation, and its successors and assigns.

1.2 "Association Property" means all real and personal property owned by or leased to the Association.

1.3 "By-Laws" means the By-Laws of the Association.

1.4 "Articles" means the Articles of Incorporation of the Association granted or to be granted pursuant to Chapter 416 of the Hawaii Revised Statutes, as amended.

1.5 "Declaration" means this Declaration of Protective Covenants, Conditions and Restrictions, and the same may be amended from time to time.

1.6 "Easement" means Easements "A", "B", "C", "D", "E" and "F" of the Nonou Rise Estates.

1.7 "Invitee" means any employee, tenant, or guest of an owner including transient guests, and any person who is not an Owner and who has acquired any title or interest less than a fee simple in a Lot by, through or under an Owner, including a lessee, licensee, or mortgagee and any employee, tenant, or guest of such person.

1.8 "Nonou Rise Estates" means the Consolidation of Lots 1-A and 2-A, being a portion of Grant 8620, Wailua Homesteads, First Series, and Resubdivision of said Consolidation into Lots 1 - 10 inclusive, and Designation of Easements "A" - "F" inclusive, Wailua, Kawaihau, Kauai, Hawaii in S-90-14 and S-90-19, County of Kauai, State of Hawaii, Dennis, et al.

1.9 "Lot" means one of the subdivided lots of Nonou Rise Estates.

1.10 "Member" means any Person who is a member of the Association.

1.11 "Owner" means any Person who is the record owner of a fee simple interest in any lot. The By-Laws shall provide for the determination of who is the Owner of any Lot.

1.12 "Person" means a natural individual, corporation, partnership, trust, or any other legal entity.

ARTICLE II. THE ASSOCIATION.

2.1 General Purposes and Powers. The Association has been or will be incorporated to be and constitute the Association to which reference is made in this Declaration. Upon dissolution of the Association, the assets of the Association shall be disposed of as set forth in the Articles or By-Laws.

2.2 Membership. Each Owner, by virtue of being an Owner and for so long as he is an owner, shall be a member of the Association.

2.3 Voting Rights. Each Lot shall be entitled to one (1) vote. If more than one Person is an Owner of a Lot, such Persons shall exercise the power to vote as they may mutually determine. If such Owners fail to agree, each Owner may vote a fraction of a vote accorded a Lot in their proportionate ownership interest.

2.4 Notices. Each Member shall be entitled to notice of any meeting at which such Member has the right to vote. Notices of meetings shall be in writing and shall state the date, time and place of the meeting and shall indicate each matter to be voted on at the meeting which is known to the Association at the time notice of the meeting is given. Such notices shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting.

2.5 Quorums. The presence of Members who hold votes equal to one-quarter of the total voting power of the Association, in person or by proxy, at a meeting to consider a matter shall constitute a quorum for consideration of that matter. If a quorum is established for consideration of a matter, except as a greater percentage of votes is required under a specific provision of this Declaration, a majority of the votes cast on the matter or, in the case of elections in which there are more than two (2) candidates, a majority of votes cast, shall decide the matter.

2.6 Articles and By-Laws. The purposes and powers of the Association and the rights and obligations with respect to owners as Members of the Association set forth in this Declaration may be amplified by provisions of the Articles and By-Laws of the Association, including any reasonable provisions with respect to corporate matters, but in the event that any such provisions may be, at any time, inconsistent with any provisions of this Declaration, the provisions of this Declaration shall govern.

2.7 Notification of Association. Each Owner shall within thirty (30) days of any sale, transfer or conveyance of fee interest in the Owner's Lot notify the Association of such sale, transfer or conveyance.

ARTICLE III. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

3.1 **General Obligations.** The Association shall be obligated to provide for the care, operation, management, maintenance, repair and replacement of Easements "A", "B", "C", "D", "E" and "F" of the Nonou Rise Estates.

3.2 **Repairs and Maintenance.** Any repairs and maintenance to be undertaken and performed pursuant to this Declaration shall include the filling of potholes, leveling and removal of obstructions, and such other and additional repairs and maintenance that the Association may deem necessary or advisable.

3.3 **Labor and Services.** The Association may obtain and pay for the services of Person to manage its affairs, or any part thereof to the extent it deems advisable, as well as the services of such other personnel, including independent contractors, as the Association shall determine to be necessary or desirable to discharge its obligations. The Association may undertake or contract for any lawful activity, function or service to discharge its obligation.

3.4 **Implied Rights.** The Association shall have and may exercise any rights or privileges given to it expressly by this Declaration, or reasonably to be implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

ARTICLE IV. ASSESSMENTS.

4.1 **Allocation of Costs.** The costs and expenses of any direct maintenance and/or repairs undertaken pursuant to the terms hereof shall be allocated between the Owners of the Lots as set forth hereinbelow:

Easements "A", "B" and "C":

Lot 1	40%
Lot 2	30%
Lot 3	20%
Lot 4	10%

Easements "D", "E" and "F":

Lot 5	25%
Lot 6	25%
Lot 7	25%
Lot 8	25%

All other costs shall be divided equally between the Lots.

4.2 Assessments. Subject to the provisions hereof, the Association shall have the power and authority to determine all matters in connection with Assessments, including without limitation, power and authority to determine where, when and how Assessments should be paid to the Association, and each Owner shall comply with all such determinations.

4.3 Determination of Budgets and Assessments. The fiscal year of the Association shall be the calendar year. Within sixty (60) days prior to the commencement of each fiscal year or partial fiscal year, the Association shall determine the total amount to be raised by Regular Assessments during such fiscal year or partial fiscal year. The amount to be raised by Regular Assessments for any fiscal year or partial fiscal year shall be determined in the following manner. The Association shall prepare or cause to be prepared and approve a budget for the fiscal year or partial fiscal year showing, in reasonable detail, the estimated operating costs and expenses which will be payable in the fiscal year or partial fiscal year to fulfill the regular operating functions and obligations of the Association. This includes amounts necessary to cover obligations made in connection with, or contemplated under, any previously approved budgets, plus an amount sufficient to provide a reasonable carry over reserve for the next fiscal year (the Operating Budget). The Association shall subtract from the Operating budget the amount equal to the anticipated surplus attributable to Assessments collected but not disbursed in the fiscal year or partial fiscal year immediately preceding that year for which the Operating Budget has been prepared; provided that in lieu of such subtraction the Association may elect to refund to the Owners said anticipated surplus. The Association shall furnish a copy of the budget to each Owner.

If the Association fails to determine or cause to be determined the total amount to be raised by Regular Assessments in any fiscal year or partial fiscal year, and/or fails to notify the Owners of the amount of such Regular Assessments for that year, then the amounts of Regular Assessments shall be deemed to be the amount assessed in the pervious fiscal year or partial fiscal year.

Except as emergencies may require, the Association shall make no commitment of expenditures in excess of the funds reasonably expected to be available to the Association.

4.4 Supplementary Assessments. In addition to Regular Assessments, the Association may levy Supplementary Assessments payable over such period as the Association may determine.

4.5 Time for Payments. The amount of any Assessment, charge, fine, penalty, or other amount payable with respect to any Owner or such Owner's Invitees or Lot, shall become due and payable as specified by the Association, and, in any event, thirty (30) days after any notice of the amount due as to such Assessment, charge, fine, penalty or other amount shall have been given by the Association to such Owner, and any such amount shall bear interest at a rate of three (3) points over the prime interest rate, but in no event greater than the maximum amount permitted by law from the date due and payable until paid.

4.6 Lien for Assessments and Other Amounts. If an Owner does not pay in full any Assessment, charge, fine, penalty or other amount of any installment thereof or any interest accrued thereon when due, the Owner shall be deemed to be in default and, upon Recording a notice of default describing the Lot owned by the defaulting Owner, the Association shall have a lien against such Lot to ensure payment of any such Assessment, charge, fine, penalty or other amount due and owing to the Association with respect to the Owner or with respect to such Owner's Invitees or Lot, plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Hawaii. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such obligation.

4.7 Liability of Owners and Purchasers. The amount of any Assessment, charge, fine or penalty owing to the Association by any Owner under this Declaration shall be a joint and several obligation to the Association of such Owner and such Owner's heirs, personal representatives, successors and assigns. Each such amount, together with interest thereon, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same.

ARTICLE V. INSURANCE.

5.1 Insurance. The Association shall obtain and maintain in full force and effect at all times, comprehensive public liability and property damage insurance covering the Association and all Owners for any and all liability that may

arise from the use, existence, maintenance, and/or repair of the Easements and any improvements thereto. All such insurance shall be obtained, to the extent possible, from responsible companies authorized to do insurance business in the State of Hawaii. The initial minimum limits shall be \$500,000.00 for injury to any one person and \$1,000,000.00 in the aggregate for such occurrence, and \$250,000.00 for property damage. The minimum limits may be changed by the Association as the circumstances warrant.

To the extent reasonably practicable, such fire insurance shall: (i) provide for a waiver of subrogation by the insurer as to claims against the Association and its officers, directors, employees, and agents and against each Owner and each Owner's employees and Invitees; (ii) provide that the insurance cannot be cancelled, invalidated or suspended on account of the conduct of the Association, the Environmental Committee or the officers, employees, or agents of the Association or the Environmental Committee, or of any Owner or such Owner's employees or Invitees; (iii) provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or mortgagee; (iv) contain a standard mortgage clause endorsement in favor of the mortgagee of any part of Association Property except a mortgagee who is covered by other and separate insurance; and (v) provided that the policy of insurance shall not be terminated, cancelled or substantially modified without at least ten (10) days prior written notice to the Association and to each mortgagee covered by any standard mortgage clause endorsement.

5.2 Other Insurance. Each Owner is free to procure such other and additional insurance he deems appropriate.

5.3 Other Insurance by Association. The Association shall have the power and authority to obtain and maintain other and additional insurance coverage, including but not limited to fire insurance covering personal property of the Association, fidelity bonds or insurance covering employees and agents of the Association and insurance indemnifying officers, directors, employees and agents of the Association.

ARTICLE VI. OWNER'S RESPONSIBLE DAMAGES CAUSED BY OWNERS.

6.1 Damages Caused by Owners. Notwithstanding anything to the contrary contained herein, an Owner shall be

solely responsible for repairing and restoring any roadway improvements damaged by such Owner or his Invitees.

6.2 Indemnification. Each Owner shall, indemnify and hold harmless all other Owners for any and all claims, suits and actions by whomsoever brought on account of injuries or damages to persons or property resulting directly or indirectly from the use, occupation, or presence on the easement by such Owner or his Invitees.

ARTICLE VII. MISCELLANEOUS.

7.1 Duration. Each of the provisions contained herein shall run with the land and continue in full force in effect unless terminated by recording a valid instrument in the Bureau of Conveyances of the State of Hawaii executed by Owners of not less than 65 % of the Lots.

7.2 Amendment of Any Provision. Any provision contained herein may be amended or deleted, and additional provisions added by recording in the Bureau of Conveyances of the State of Hawaii a valid instrument executed by Owners of not less than 65 % of the Lots.

7.3 Effect of Provisions of Declaration. Each provision of this Declaration, and an agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration; (i) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in Nonou Rise Estates or in any Lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (ii) shall, by virtue of acceptance of any right, title or interest in Nonou Rise Estates or in any Lot by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner, and, as a personal covenant, shall be binding on such Owner and such Owner's heirs, personal representatives, successors and assigns and, as a personal covenant of an Owner, shall be deemed a personal covenant to, with and for the benefit of the Association but not to, with or for the benefit of any other Owner; (iii) shall be deemed a real covenant, obligation and restriction secured by a lien in favor of the Association burdening and encumbering the title to Nonou Rise Estates and each Lot in favor of the Association.

7.4 Enforcement and Remedies. In addition to any other remedies herein provided, each provision to this Declaration with respect to an Owner or the Lot of an Owner shall be enforceable by the Association or by any Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages. If any court proceedings are instituted in connection with the right of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover from the losing party its costs and expenses in connection therewith, including reasonable attorney's fees.

7.5 Construction. The provisions of this Declaration shall be liberally construed to promote and effectuate the fundamental concepts of Nonou Rise Estates as set forth in this Declaration, and no provisions hereof shall be construed to excuse any Person from observing any law or regulation of any governmental body having jurisdiction over Nonou Rise Estates.

7.6 Non-Avoidance. No Owner through non-use of the Common Area or by abandonment of his Lot may avoid the burdens or obligations imposed on him by this Declaration.

7.7 Limited Liability. Neither the Association, nor any member, agent or employee of any of the same, shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

7.8 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Association and each Owner and the heirs, personal representatives, successors and assigns of each.

7.9 Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

7.10 Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

7.11 No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

IN WITNESS WHEREOF, the undersigned lot owner(s) of Lot No. 8 described in Exhibit "A" attached hereto and incorporated herein by reference, has executed and join in the NONOU RISE ESTATES EASEMENT DECLARATIONS this 7th day of October, 1991.

TENRIKYO KYODAN, dba
Tenrikyo Honolulu Church

By Colin T. Saito
Its Assistant Secretary

Business and post office address
is 1902 South King Street,
Honolulu, Hawaii 96826

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) ss.

On this 7th day of October, 1991, before me appeared COLIN T. SAITO, to me personally known, who, being by me duly sworn, did say that he is the ASSISTANT SECRETARY of TENRIKYO KYODAN, dba Tenrikyo Honolulu Church, a Hawaii nonprofit corporation, that said corporation has no corporate seal; that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said COLIN T. SAITO acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
NOTARY PUBLIC

STATE OF HAWAII

My commission expires: Nov. 12, 1994

IN WITNESS WHEREOF, the undersigned lot owner(s) of Lot No(s). 6 described in Exhibit "A" attached hereto and incorporated herein by reference, has executed and join in the NONOU RISE ESTATES EASEMENT DECLARATIONS this 22 day of October, 1991.

Leonid Rawoew

Signature

Signature

LEONID RAWOEW, unmarried

Type name and marital status

6039 Altmark
Whittier, California

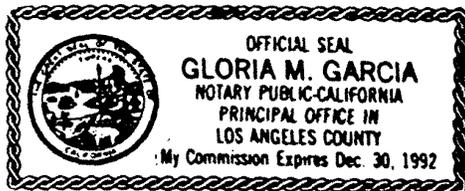
Residence and post office
address

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 22 day of October, 1991, before me personally appeared

- LEONID RAWOEW -

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



Gloria M. Garcia
NOTARY PUBLIC, STATE OF CALIFORNIA

My commission expires: 12-30-92

IN WITNESS WHEREOF, the undersigned lot owner(s) of Lot No(s). 1, 2, 4, 5 and 9 described in Exhibit "A" attached hereto and incorporated herein by reference, has executed and join in the NONOU RISE ESTATES EASEMENT DECLARATIONS this 31 day of October, 1991.

Signature



Signature

DENNIS M. ESAKI,
husband of Hisako Esaki

Type name and marital status

330 Aina Uka Place
Kapaa, Kauai, Hawaii 96746

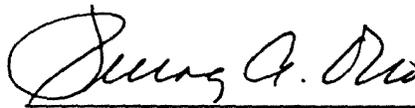
Residence and post office address

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 31 day of October, 1991, before me personally appeared

- DENNIS M. ESAKI -

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



NOTARY PUBLIC, STATE OF HAWAII

My commission expires: 11/20/93

IN WITNESS WHEREOF, the undersigned lot owner(s) of Lot No(s). 7 described in Exhibit "A" attached hereto and incorporated herein by reference, has executed and join in the NONOU RISE ESTATES EASEMENT DECLARATIONS this 14th day of November, 1991.

Paul D. Sperry Signature

Kathleen Sperry Signature

PAUL D. SPERRY, husband of Kathleen Sperry
KATHLEEN SPERRY, wife of Paul D. Sperry
Type name and marital status

4-901 Kuhio Highway
Kapaa, Hawaii 96746
Residence and post office address

STATE OF HAWAII)
COUNTY OF KAUAI) ss.

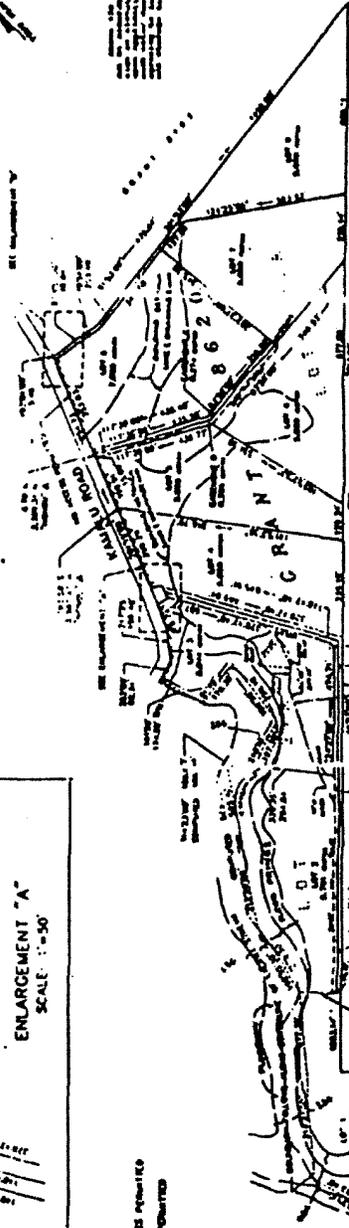
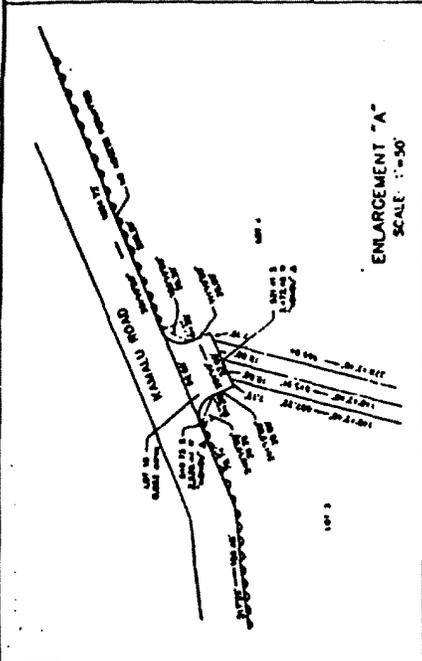
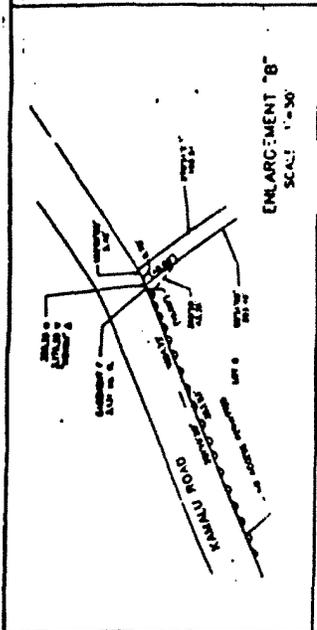
On this 14th day of November, 1991, before me personally appeared

- PAUL D. SPERRY and KATHLEEN SPERRY -

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Henry A. Dow
NOTARY PUBLIC, STATE OF HAWAII

My commission expires: 11/20/93



LEGEND:
 - - - - - EASEMENTS
 - - - - - FOREST RESERVE
 - - - - - FLOOD ELEVATION
 - - - - - DRIVEWAY ACCESS POINTS
 - - - - - DRIVEWAY ACCESS POINTS

NONQU RISE ESTATES
 CONSOLIDATION OF LOTS 1-A AND 2-A
 Being Portion of Grant 8620
 Waiuu Homesleeds, First Series
 AND RESUBDIVISION OF SAID CONSOLIDATION
 INTO
 LOTS 1 TO 10 INCLUSIVE
 AND DESIGNATION OF EASEMENTS A TO F INCLUSIVE
 Waiuu, Kawaihou, Kouki, Hawaii
 Tax Map Key: 4-2-03: 15 & 50
 Owners: Dennis Esaki, et. al.



RECORDED
 1983 JUN 15 10:30 AM
 HAWAII COUNTY RECORDS



JOANN 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

February 3, 1992

Mr. Calvin Kimura, Executive Secretary
Real Estate Commission
Professional and Vocational Licensing Division
Department of Commerce and Consumer Affairs
828 Fort Street Mall, Suite 600
Honolulu, Hawaii 96813

RECEIVED
FEB 5
FEB 5 1992
LAW OFFICE OF SAKAI

Subject: Comments on Nonou Rise #8 Condominium Report
Tax Map Key:4-2-03:50
Wailua Homesteads, Kauai
LOTR:01/03/92

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 qualifies for three (3) 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.

EXHIBIT "I"

Mr. Calvin Kimura, Executive Secretary
Real Estate Commission
Page 2
February 3, 1992

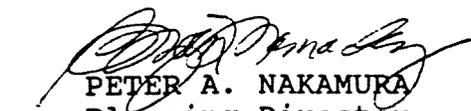
The declaration of protective covenants states that certain types of animals are restricted. While this is a private matter, it appears to detract from the stated purpose of agricultural lands.

There should be a disclosure provision written into this and all ensuing condominium reports stating that the report should not 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.

Please verify with the State Tax Maps Branch the tax map key number for the subject property. According to our maps, the property is identified as 4-2-03:56.

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


PETER A. NAKAMURA
Planning Director

xc: Hiroshi Sakai

A:NONOUR#8