



**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**

KILAUEA BAY VIEW ESTATES  
 AGRICULTURAL CONDOMINIUM

Kilauea, Hanalei, Kauai, Hawaii

Registration No. 2700

Issued: February 3, 1993  
 Expires: March 3, 1994

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of December 29, 1992, 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:**  
*(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 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  
 Supersedes all prior public reports  
 Must be read together with \_\_\_\_\_
- SUPPLEMENTARY:**  
*(pink)* Updates information contained in the
- 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:**

1. 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 ALSO IS 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 COUNTY PLANNING DEPARTMENT TO DETERMINE WHETHER THE PURCHASER MAY BUILD A RESIDENTIAL DWELLING UNIT, OR ANY OTHER TYPE OF STRUCTURE UPON THE PROPERTY.
2. This Public Report does not constitute an approval or disapproval of the project by the Real Estate Commission nor a representation that all County Codes, Ordinances and subdivision requirements have been complied with.
3. This project does not involve the sale of individual subdivided lots.
4. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emerging 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.
5. Please pay particular attention to Exhibit C (Summary of Provisions of the Third Amendment to Declaration of Covenants, Conditions and Restrictions of the Seacliff Plantation at Kilauea Bay Community.)

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THIS PUBLIC REPORT AND THE ATTACHED 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.
- Leasenoid interest in an apartment and an undivided leasenoid 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 Agricultural and Residential (see pages 11 and 18)
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>Storage Sheds (sf)</u>
"A"	3	0	0	48 sq.ft.

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:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>0</u>
Guest Stalls	<u> </u>
Unassigned Stalls	<u> </u>
Extra Stalls Available for Purchase	<u> </u>
Other: <u> </u>	<u> </u>
<b>Total Parking Stalls</b>	<b><u>0</u></b>

7. Recreational amenities:

None.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: ARC Partners, Ltd.  
**Name**  
P.O. Box 1420  
**Business Address**  
Derry, New Hampshire 03038

Phone: (603) 432-7896  
(Business)

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

Alfred A. Rechberger, General Partner  
   
   
 

Real Estate Broker: The O'Connor Corp.  
**Name**  
P.O. Box 751  
**Business Address**  
Kilauea, Kauai, Hawaii 96754

Phone: (808) 828-1464  
(Business)

Escrow: Title Guaranty Escrow Services, Inc.  
**Name**  
4290 Rice Street  
**Business Address**  
Lihue, Kauai, Hawaii 96766

Phone: (808) 245-3381  
(Business)

General Contractor: N/A  
**Name**  
   
**Business Address**  
 

Phone: N/A  
(Business)

Condominium Managing Agent: Self managed by Association of Apartment Owners  
**Name**  
   
**Business Address**  
 

Phone: N/A  
(Business)

Attorney for Developer: William C. Byrns/Jason T. Higa  
**Name**  
BAYS DEEVER HIATT KAWACHIKA & LEZAK  
**Business Address**  
1099 Alakea Street, Alii Place--Suite 1600  
Honolulu, Hawaii 96813

Phone: (808) 523-9000  
(Business)

**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. Document No. 92-98056  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document No. \_\_\_\_\_

Amendment date(s) and recording/filing information: N/A

- 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. 1685  
 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. Document No. 92-98057  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document No. \_\_\_\_\_

Amendment date(s) and recording/filing information: N/A

The Condominium Statute (Chapter 14A, 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>N/A</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

In Section 22(b) of the Declaration the Developer reserves the right to amend the Declaration and Condominium Map by filing the "as-built" verified statement required by Section 514-12, HRS.



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: Lot 9A, being a portion of the consolidation of Lots 8, 9, and 20 of the SEACLIFF PLANTATION AT KILAUEA BAY, situate at Kilauea, Hanalei, Kauai, State of Hawaii Tax Map Key: (4) 5-2-4:82 (TMK)

Address       TMK is expected to change because \_\_\_\_\_

Land Area: 9:426       square feet       acre(s)      Zoning: Agricultural

Fee Owner: Alfred A. Rechberger , General Partner  
Name ARC Partners, Ltd.  
P.O. Box 1420  
Address  
Derry, New Hampshire 03038

Sublessor: N/A  
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

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

3. Principal Construction Material:

Concrete       Hollow Tile       Wood

Other \_\_\_\_\_

Permitted Uses by Zonir.

	No. of <u>Apts.</u>	Use Determined <u>By Zoning</u>		No. of <u>Apts.</u>	Use Determined <u>By Zoning</u>
[ ] Commercial	_____	_____	[ ] Industrial	_____	_____
[ ] Residential	_____	_____	[X] Agricultural	3	yes
[ ] Timeshare/Hotel	_____	_____	[ ] Recreational	_____	_____
[X] Other:	<u>See page 18 for further explanations</u>			_____	_____

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

[ X ] 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:

[ X ] Pets: See Exhibit C, Summary of Provisions of Third Amendment to Declaration of Covenants, Conditions & Restrictions (Seacliff Plantation)

[ ] Number of Occupants: \_\_\_\_\_

[X] Other: An owner must engage in agriculture actively to be permitted to construct a residence.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators \_\_\_\_\_ 0 \_\_\_\_\_ Stairways \_\_\_\_\_ 0 \_\_\_\_\_ Trash Chutes \_\_\_\_\_ 0 \_\_\_\_\_

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
"A"	3	0	0	48 sq.ft.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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:**

See Exhibit A. Within the requirements of the zoning ordinances and the Third Amendment to Declaration of Covenants, Conditions and Restrictions, each unit owner may place improvements where desired, and subsequently relocate improvements provided such improvements also comply with the building and zoning requirements of the County of Kauai.

**Permitted Alterations to Apartments:**

As allowed by Kauai County zoning ordinances and the Third Amendment to Covenants, Conditions & Restrictions. Upon each permanent improvement, an amendment to the Declaration of Condominium Property Regime and Condominium Map will be filed by the Association of Unit Owners.

7. **Parking Stalls:** The County of Kauai requires each owner constructing a residence to provide at least two parking stalls.

Total Parking Stalls: 0

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

Each apartment will have the exclusive use of at least 0 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.

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     E     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     D    

as follows:

The portion of land that is a limited common element for the exclusive use of each owner of a Unit as set forth in Exhibit A, subject to any utility and other easements. THE BROKEN LINES ARE NOT BOUNDARIES OF 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     B     describes the common interests for each apartment.

As follows:

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

Exhibit E describes the encumbrances against the title contained in the title report dated June 17, 1992 and issued by Title Guaranty of Hawaii, Inc.

Developer represents that no further encumbrances have been placed on the Property since the date of the title policy.

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.

Type of Lien

Effect on Buyer's Interest  
if Developer Defaults

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     F     contains a schedule of maintenance fees and maintenance fee disbursements.

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

##### Prospective Purchaser:

This is a condominium project, not a subdivision. Units purchased are not subdivided lots. You will be required to comply with zoning codes to be allowed to construct a residence on your limited common element.

To determine how you will be able to use your unit and appurtenant limited common elements, you should carefully review this Report, including Exhibit D, a summary of provisions of the Third Amendment to Declaration of Covenants, Conditions and Restrictions of the Seacliff Plantation at Kilauea Bay Community as now or hereafter amended (the "Declaration of Covenants"). Among other things, the Declaration of Covenants state what you may and may not do with the property, what is required of you, and what is and is not available. You should also conduct your own investigation to review the Declaration of Covenants. There is an Architectural Review Committee which must approve of all building plans.

Generally in connection with agricultural condominium projects, such as Seacliff Ranch, the County of Kauai Planning Department requires, in order to process the necessary permits for the construction of a farm dwelling and the processing of a farm dwelling agreement, authorization from at least 75% of the legal and equitable ownership of the entire project, consistent with the Declaration of Condominium Property Regime, the Bylaws, and the Declaration of Covenants.

Except as limited specifically by the Declaration of Condominium Property Regime, the Bylaws and the Declaration of Covenants, all uses permitted in the agricultural zone are permitted. Such uses include, but are not limited to, growing crops, raising animals, residence, diversified agriculture, forestry, orchards and nurseries and wildlife management. See Kauai County Comprehensive Zoning Ordinance, Article 8.7.

With reference to page 10 of this report, specifically the permitted uses of buildings and other improvements, structures shall only be occupied or used for agriculture, associated residential uses, and/or other uses permitted under the Kauai County Zoning Ordinances and the Declaration of Covenants. An agricultural residence may not be constructed unless the Unit Owner demonstrates to the County his ability to derive income and/or agricultural products from his property. Agricultural use must be established and verified prior to any building permit approval.

A buyer should understand that all development and use of the properties shall comply with all County Codes and Ordinances, that owners in this condominium project will not necessarily receive the same County benefits as owners of

approved subdivided lots, and that owners who wish to develop their properties later than others may find that insufficient utility capacities or changes in laws may adversely affect their ability to develop.

The issuance of this Report does not mean the Real Estate Commission has approved the project.

All new waste water disposal systems (currently by way of cesspools) will be subject to new State of Hawaii, Department of Health Regulations referred to as Hawaii Administrative Rules, Title 11, Department of Health Chapter 62 - Waste Water Systems. It is the buyer's responsibility to speak directly with the Health Department and request a copy of such regulations and to review said regulations. Should buyer have any questions, buyer is to seek additional information from a qualified sanitation engineer. This information is provided for the purposes of acknowledgement only. This offer is not contingent upon the same.

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 Declaration of Covenants, Conditions and Restrictions, as Amended

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

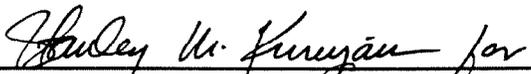
Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs, 1010 Richards Street, P. O. Box 541, Honolulu, HI 96809.

This Public Report is part of Registration No. 2700 filed with the Real Estate Commission on  
August 7, 1992.

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

yellow paper stock                       white paper stock                       pink paper stock

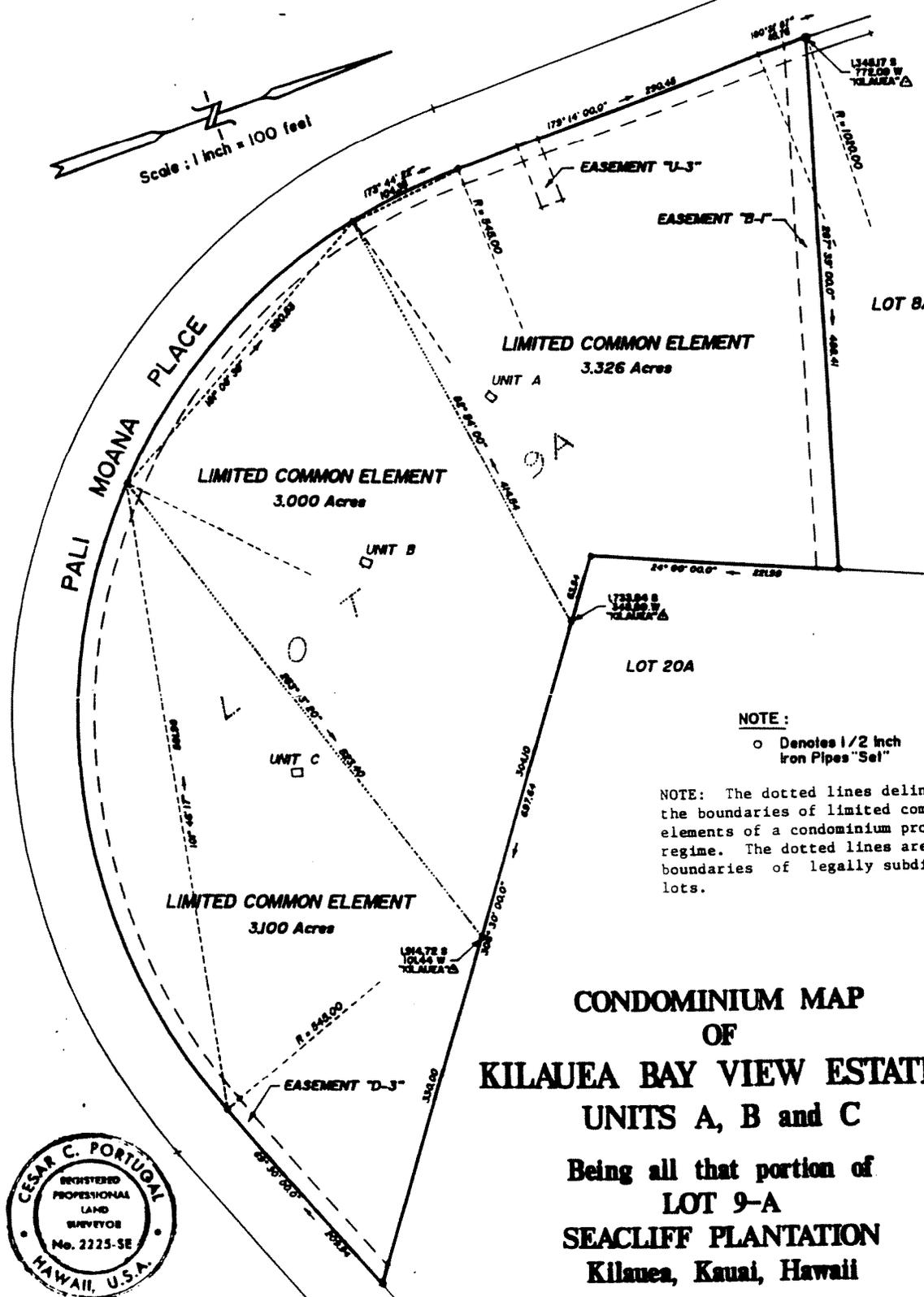
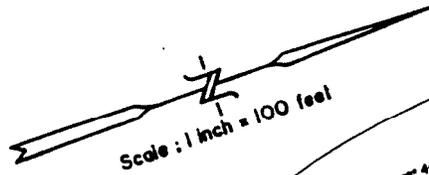
**Expiration Date of Reports.** Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary public Report is issued or unless the Commission issues an order extending the effective period for the report.

  
\_\_\_\_\_  
MARCUS NISHIKAWA, Chair  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

Department of Finance, County of Kauai  
Planning Department, County of Kauai  
Federal Housing Administration

EXHIBIT A



NOTE :

○ Denotes 1/2 inch Iron Pipes "Set"

NOTE: The dotted lines delineate the boundaries of limited common elements of a condominium property regime. The dotted lines are not boundaries of legally subdivided lots.

CONDOMINIUM MAP  
OF  
KILAUEA BAY VIEW ESTATES  
UNITS A, B and C

Being all that portion of  
LOT 9-A  
SEACLIFF PLANTATION  
Kilauea, Kauai, Hawaii

Tax Map Key : 5-2-04: 82

Owner : ARC Partners, Ltd.



PORTUGAL & ASSOCIATES, INC.

This work was prepared by me or under my supervision

*Cesar C. Portugal*  
Reg. Prof. Engineer & Land Surveyor  
Certificate No. 2225-SE

August 5, 1992

EXHIBIT "B"

SCHEDULE OF APARTMENTS AND COMMON INTERESTS  
FOR KILAUEA BAY VIEW ESTATES AGRICULTURAL CONDOMINIUM

Qty.	Apt. No.	Area of Limited Common Element (Acres)	Farm Shed Area (Sq. Ft.)	% Common Interest
1	A	3.326	48	33 1/3
1	B	3.000	48	33 1/3
1	C	3.100	48	33 1/3

The common interest appurtenant to each unit shall be permanent. Subject to the zoning requirements and amendments of the Condominium Map and the Declaration of Condominium Property Regime, each unit owner may use his unit, alter or add to its farm structure in any manner he deems desirable, so long as it is permitted by the Declaration of Covenants, Conditions and Restrictions of the Seacliff Plantation at Kilauea Bay Community. 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 and acknowledgements by the Association of Unit Owners that such change is being made.

END OF EXHIBIT B

EXHIBIT C

SUMMARY OF THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
THE SEACLIFF PLANTATION AT KILAUEA BAY COMMUNITY

The THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SEACLIFF PLANTATION AT KILAUEA BAY COMMUNITY (the "Declaration") contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. As stated in the preamble to the Declaration, the limitations, restrictions, covenants and conditions contained in the Declaration shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in and to the property or any part thereof and shall inure to the benefit of each owner thereof, the Pali Moana Company and its successors and assigns, and the Seacliff Plantation at Kilauea Bay Community Association.

2. As more particularly described in Article III of the Declaration, each lot and farm dwelling site in the Seacliff Plantation Community shall be subject to the limitations and restrictions set forth in the Declaration including but not limited to the following:

a. All building locations and designs shall be subject to the review and approval of the Planning Department of the County of Kauai at the time of the building permit application.

b. No structure erected on any of the lots shall exceed a building height limit of twenty five (25) feet.

c. All farm dwellings shall contain not less than 2,000 square feet of livable floor area exclusive of any lanai, patio, servants' quarter, attached guest house or facility, garage storage space, or workshop.

d. Each farm dwelling shall have appurtenant to it a garage designed to accommodate at least two automobiles.

e. All structures shall be built entirely of new materials.

f. The roofs of all structures erected on the lots shall be surfaced with wood shakes or shingles, clay tile or other materials of minimum reflectivity.

g. All structures erected on the lots, including the roof, shall have an earthen tone exterior color, or have a finish of earthen tone color.

h. The area around each structure exceeding 2,000 square feet in floor area shall be landscaped. A complete landscaping plan must be submitted to and approved by the Seacliff Plantation Design Committee.

i. Each farm dwelling site shall be occupied and used only as a farm dwelling by the respective owner. No owner shall violate or permit the violation on his lot of any applicable law or ordinance pertaining to zoning, building, fires, signs or other matter relating to the use and development of his lot or farm dwelling site.

j. Except for dogs, cats and other typical household pets kept in reasonable numbers and under reasonable conditions, no animal shall be kept or maintained on any lot except with the approval of the Seacliff Plantation Design Committee.

k. No noxious or offensive activity shall be carried on upon any lot or any farm dwelling site.

l. Ohana dwelling units are expressly prohibited.

m. None of the farm dwellings or other improvements shall be used for transient vacation rental purposes.

n. The condominiumizing of any lot or lots may be permitted only if approved by the Seacliff Plantation Design Committee.

o. The Seacliff Plantation Design Committee shall have the authority to prohibit additional types of activities on or uses of the lots by the owner through the due adoption of the Seacliff Plantation Community Association rules, where such activities and/or uses are not compatible

with the neighboring residential and agricultural uses within the Seacliff Plantation at Kilauea Bay Community.

3. Lots within the Seacliff Plantation Subdivision may be subject to certain easements as more particularly described in Section 3.02 of the Declaration.

4. Owners of lots zoned "agricultural" by the State Land Use Commission shall be used primarily in pursuit of agricultural activities and only for those uses permissible in an agricultural district as set forth in Chapter 205, Hawaii Revised Statutes.

5. The prior written approval of the Seacliff Plantation Design Committee is required for any construction, reconstruction, refinishing or alteration of any improvement upon, under or above any lot. The steps required to obtain the approval of the Seacliff Plantation Design Committee are set forth in Section 3.05 of the Declaration.

6. Common areas within the Seacliff Plantation Community shall be subject to certain terms and conditions as set forth in Section 3.06 of the Declaration.

7. Improvements, excavations or any work which in any way alters any common area or improvement is subject to restrictions and limitations as set forth in Section 3.07 of the Declaration.

8. Provisions pertaining to the Seacliff Plantation Design Committee are set forth in Article IV of the Declaration. Article IV of the Declaration concerns the following:

a. Organization, Power of Appointment and Removal of Members.

b. Duties of the Design Committee.

c. Design Committee Meetings, Action and Compensation.

d. Design Committee Rules.

e. Liability.

9. Provisions relating to the Seacliff Plantation at Kilauea Bay Community Association are set forth in Article

V of the Declaration. Article V of the Declaration pertains to the following:

- a. Organization
- b. Membership
- c. Voting rights
- d. Duty and Obligations of the Association
- e. Powers and Authority of the Association
- f. Association Rules
- g. Liability of Members of the Board
- h. Powers of the Association

10. The Association shall maintain an operating fund as set forth in Article VI of the Declaration.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE DECLARATION. WHILE A BUYER CAN USE THIS SUMMARY AS A GENERAL SUMMARY, THE BUYER MUST REFER TO THE DECLARATION TO DETERMINE THE BUYER'S SPECIFIC RIGHTS AND OBLIGATIONS. IF ANY CONFLICT AND/OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE DECLARATION, THE DECLARATION WILL CONTROL.

End of Exhibit C

EXHIBIT D

Common Elements and Limited Common Elements of Project

The common elements of the project are the land designated as "common elements" as shown on the Condominium Map (Exhibit A).

Certain parts of the common elements, herein called the "limited common elements" are designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as specified in Exhibit B and as shown on the Condominium map (Exhibit A).

This project does not involve the sale of individual subdivided lots.

END OF EXHIBIT D

EXHIBIT E

Encumbrances Against Title

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Easement "D-3" (15 feet wide) for irrigation purposes.
3. -AS TO EASEMENT "D-3":- Easement "U-2" and Easement "U-3".
4. Utility Easement "U-3" (1,200 square feet).
5. Declaration of Covenants, Conditions and Restrictions of the Seacliff Plantation at Kilauea Bay Community dated August 31, 1983, recorded in the Bureau of Conveyances in Liber 17405 at Page 411. Said Declaration was amended by instruments dated ---- (acknowledged March 1, 1988, March 2, 1988, March 3, 1988 and March 7, 1988) recorded in the Bureau of Conveyances in Liber 21704 at Page 1, dated September 9, 1988, recorded in the Bureau of Conveyances in Liber 22367 at Page 21, and dated December 28, 1988, recorded in the Bureau of Conveyances in Liber 22766 at Page 559.
6. Reserving and excepting unto the Grantor, its successors and assigns, the right to grant to any public utility or governmental authority, State of Hawaii, County of Kauai or any agencies thereof, or other corporation, partnership, association or individual, any and all easements for drainage, sewer and water pipelines, gas, electrical and telephone lines and any utilities serving the Seacliff Plantation at Kilauea Bay Community subdivision, together with the right to grant or lease such rights or way over, across and under said easements for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and other public services and utilities and the right to enter for such purposes and to repair such facilities, under the usual terms and conditions required by the grantee of such easement rights; and the Grantee hereby irrevocably appoints the Grantor as the Grantee's attorney-in-fact to grant such easements and to do all other things necessary to effectuate such grants; provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of said lot by the Grantee, its heirs, successors and assigns, and in connection with the installation, maintenance or repair of any facilities pursuant to any of such easements, said lot shall be promptly restored by and at the expense of the person owning

and exercising such easement rights to the condition of the lot immediately prior to the exercise thereof; as reserved in instrument recorded in the Bureau of Conveyances in Liber 17405 at Page 411.

7. Covenants, conditions and restrictions set forth in DECLARATION dated July 25, 1988, recorded in the Bureau of Conveyances in Liber 22226 at Page 340.
8. Right-of-Entry in favor of Citizens Utilities Company and GTE Hawaiian Telephone Company Incorporated, dated October 12, 1988, recorded in the Bureau of Conveyances in Liber 22768 at Page 454; granting a right of entry and easement over Tax Map Key Nos. 5-2-004-074 (4), 5-2-004-099 (4) and 5-2-4-074-101 (4).
9. Easement "B-1", for access and utility purposes, as granted in instrument dated September 5, 1991, recorded in the Bureau of Conveyances as Document No. 91-132904.
10. Grant of Easement "B-1", in favor of Lot 20-A, as granted by instrument dated September 5, 1991, recorded in the Bureau of Conveyances as Document No. 91-132904; subject to the terms and conditions set forth in instrument dated December 13, 1990, recorded in the Bureau of Conveyances as Document No. 90-195548.
11. Easement "A" for viewplane purposes, as set granted in instrument dated December 13, 1990, recorded in the Bureau of Conveyances as Document No. 90-195551, being more particularly described as per survey of Cesar C. Portugal, Registered Professional Land Surveyor, dated December 13, 1990.
12. Declaration of Condominium Property Regime of Kilauea Bay View Estates Agricultural Condominium Project dated April 24, 1992, recorded in the Bureau of Conveyances as Document No. 92-98056.
13. Bylaws of Kilauea Bay View Estates Agricultural Condominium Project recorded in the Bureau of Conveyances dated April 24, 1992, as Document No. 92-98057.
14. CPR Map of Kilauea Bay View Estates recorded in the Bureau of Conveyances as Document No. 1685.

END OF EXHIBIT E

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 montns = <u>Yearly Total</u>		
1 .....	\$ 0	x 12	= 0
2 .....	\$ 0	x 12	= 0
3 .....	\$ 0	x 12	= 0

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

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning

Electricity

[ ] common elements only

[ ] common elements  
and apartments

Gas

Refuse Collection

Telephone

Water and Sewer (only if common metering): \$ 0 x 12 = 0

Maintenance, Repairs and Supplies

Building

\$ 0 x 12 = 0

Grounds

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

**Insurance** The Developer anticipates that the Association of Apartment Owners will elect to permit each apartment owner to obtain the fire insurance required by law and name the Association as an additional insured. In any case, the Developer estimates such fire insurance premium to be approximately \$200 per apartment annually.

Reserves \$ 0 x 12 = 0

Taxes and Government Assessments

Audit Fees

Other

TOTAL

\$ 0

\$ 0

ALFRED A. RECHBERGER, to me known to be the general partner of ARC Partners, Ltd., a Colorado limited partnership, as managing agents for the condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

ARC PARTNERS, LTD.  
a Colorado limited partnership

By: Alfred A. Rechberger  
ALFRED A. RECHBERGER  
Its General Partner

Date: April 29, 1992

EXHIBIT G

SUMMARY OF SALES CONTRACT

The KILAUEA BAY VIEW ESTATES Purchase Agreement (the "Contract") contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. The method of payment of the purchase price to the escrow agent, subject to other terms.

2. The purchase price does not include the closing costs, prorations and additional costs provided in other sections of the contract.

3. If at the time of execution of the contract, a final public report has not been issued, the contract is merely a reservation agreement and it may be cancelled at any time by either the Buyer or Seller.

4. The terms and conditions of the sale which include, among other provisions, the following:

(a) Buyer has received the Declaration of Condominium Property Regime, Bylaws of the Association of Apartment Owners, form of Apartment Deed, and Escrow Agreement and acknowledges that he has had adequate opportunity to read those documents and to examine the project plans and accepts them with such changes and modifications as the project architect may deem necessary.

(b) Buyer agrees that all payments made will be placed on deposit with Escrow pursuant to the terms of the Escrow Agreement.

(c) Risk of loss to the apartment and percentage interest in the common elements will be borne by Seller until the date of closing as defined in the contract. Buyer will not be entitled to possession of the apartment until the date of closing.

(d) Seller has reserved the right to make certain modifications to the Declaration, Bylaws, Apartment Deed and other documents as may be required by law, a title insurance company, any institution, mortgagee or governmental agency.

(e) Until the Apartment Deed conveying title is delivered to Buyer, the Seller may exercise all of the powers of the Association and of the Buyer as a member thereof.

(f) After issuance of the Final Public Report and Buyer's waiver of its right to cancel under Hawaii Revised Statutes Section 514A-62, Buyer shall have the right to rescind the contract only if there is a material change in the project which directly, substantially and adversely affects the use or value of Buyer's apartment or appurtenant limited common elements or those amenities of the project available for the Buyer's use subject to waiver by the Buyer pursuant to the terms set forth in the contract and Hawaii Revised Statutes Section 514A-63.

(g) Time is of the essence of the obligations of Buyer under the contract.

(h) Neither the Seller nor any of its representatives has made any representations as to the rental income to be derived from the unit.

(i) Developer makes only those warranties which are set forth in the contract.

(j) In the event Buyer fails to complete the purchase, Seller may bring an action for breach of contract and retain the initial deposit and all additional deposits as liquidated damages.

(k) In the event Seller fails to perform, Buyer will, if it is not in default, have the remedies provided for at law and in equity.

(l) The contract shall not be construed as a present transfer of any interest in the property but it is an agreement to transfer in the future.

\* \* \* \* \*

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

END OF EXHIBIT G

## EXHIBIT H

### SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement ("Agreement") between Title Guaranty Escrow Services, Inc. ("Escrow"), and ARC PARTNERS, LTD., a Colorado limited 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 contracts 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.

3. Escrow will release from the Trust Fund and disburse Buyer's funds at closing. No disbursements will be made from Buyer's fund until: (a) the Real Estate Commission has issued a Final Public Report on the project and forty-eight (48) hours have elapsed since Buyer's receipt of a copy of the Final Public Report; (b) Buyer has waived its right to cancel the sales contract; and (c) Seller has notified Escrow that all other requirements of Sections 514A-39 and 514A-63, Hawaii Revised Statutes, have been met. Where sales contracts are entered into, Escrow will disburse funds upon presentation by Seller of Buyer's signed receipt for the Final Public Report and with notification by Seller that all of the requirements of Sections 514A-39 and 514A-63, Hawaii Revised Statutes, have been met. Escrow will call for payments by the Buyer upon receipt of notice from Seller that any payments are due under any sales contract.

4. Escrow will return deposited sums to the Buyer without interest if Seller gives Escrow written notice to return the funds to Buyer, or with respect to a Buyer whose funds were obtained before the issuance of a Final Public Report, Escrow receives from the Buyer a written request to cancel the sales contract or after issuance of the Final Public Report and Buyer's waiver of his right to cancel the sales contract in accordance with Section 514A-62, Hawaii Revised Statutes, there shall be any material change in the project which directly, substantially and adversely affects the use or value of the Buyer's apartment or appurtenant common elements or those amenities of the project available for Buyer's use, of a nature entitling the Buyer to cancel his sales contract pursuant to Section 514A-63, Hawaii Revised Statutes. These funds shall be returned to Buyer less Escrow's cancellation fee, if any, any mortgagee's cancellation fee and all other costs incurred in connection with the Escrow.

5. As Escrow's compensation for its performance under this Agreement, Escrow will receive an amount to be determined by Escrow 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. Title insurance will also cost an additional sum.

\* \* \* \* \*

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, HE 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 H

EXHIBIT I

**Seacliff Plantation at Kilauea Bay  
Design Committee  
P.O. Box 751  
Kilauea, Kauai, HI 96754**

Alfred A Rechberger  
ARC Partners, Ltd.  
P O. Box 1420  
Derry, NH 03038

Re: CPR-Lot 9A, Seacliff  
Kilauea Bat View Estates

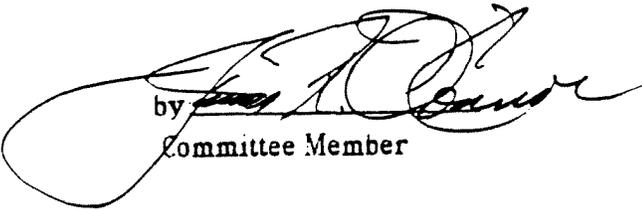
All documentation, submitted by the law firm of Bays, Deaver, Hiatt, Kawachika, Lezak pertaining to the proposed Condominium Property Regime, has been reviewed by the Design Committee and has been approved in compliance with Section 3.01(gg) of the *Declaration of Covenants, Conditions, and Restrictions* of the Seacliff Plantation at Kilauea Bay subdivision.

The following comments should be noted:

- 1) Any future modifications of existing structures will require a new submission to the Design Review Committee.
- 2) Plans and specifications for any Farm Dwelling(s) shall be submitted prior to any applications for a building permit.
- 3) Concurrent with any Farm Dwelling building application (s), a landscape plan for the total parcel containing the Kilauea Bay View Estates Agricultural Condominium Project, shall be submitted to the Design Committee.

Should you have further questions or need additional assistance, please contact us..

Approved:  
July 17, 1992

by   
Committee Member