

CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by: Developer: RICHARD FRANZ JOSEPH DEMUTH, et al.
Business Address: 2999 Kalakaua Avenue #202, Honolulu, Hawaii 96815

Project Name(*): Kalihiwai Ridge Makai Condominium
Address: Lot 16, Kalihiwai Ridge Phase II
Kalihiwai, Kauai, Hawaii

Registration No. 3070

Effective date: June 4, 2009

Expiration date: July 4, 2010

Preparation of this Report:

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

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

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

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

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

Type of Report:

- PRELIMINARY:**
(yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.
- FINAL:**
(white) The developer has legally created a condominium and has filed complete information with the Commission.
[] No prior reports have been issued.
[] This report supersedes all prior public reports.
[] This report must be read together with _____
- SUPPLEMENTARY:**
(pink) This report updates information contained in the:
[] Preliminary Public Report dated: _____
[X] Final Public Report dated: May 13, 1994
[] Supplementary Public Report dated: _____
- And [X] Supersedes all prior public reports
[] Must be read together with _____
[] This report reactivates the _____
public report(s) which expired on _____

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104/0107

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT, not a subdivision. There are County restrictions on the number of residential dwelling units, or other structures, which may be built on the property. Therefore, unless the Purchaser is buying 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, on the property.

1. There are presently two (2) farm dwellings and three (3) agricultural sheds on the property, each of which may be defined as an "apartment" under the condominium property act.
2. This public report does not constitute an approval of the project by the Real Estate Commission or any other governmental agency, nor does it warrant that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.
3. The land area beneath and immediately appurtenant to each unit is designated a **LIMITED COMMON ELEMENT** and is not a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally 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 owners and emergency traffic, drainage facilities, etc., may not be provided, and services such as County street maintenance and trash collection may not be available for interior roads and driveways.

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

TABLE OF CONTENTS

| | Page |
|--|------|
| Preparation of this Report | 1 |
| Expiration Date of Reports | 1 |
| Type of Report | 1 |
| Disclosure Abstract | 2 |
| Summary of Changes from Earlier Public Reports | 2 |
| Table of Contents | 3 |
| General Information on Condominiums | 4 |
| Operation of the Condominium Project | 4 |
| | |
| I. PERSONS CONNECTED WITH THE PROJECT | 5 |
| Developer Attorney for Developer General Contractor | |
| Real Estate Broker Escrow Company Condominium Managing Agent | |
| | |
| II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS | |
| A. Declaration | 6 |
| B. Condominium Map (File Plan) | 6 |
| C. Bylaws | 6 |
| D. House Rules | 7 |
| E. Changes to Condominium Documents | 7 |
| | |
| III. THE CONDOMINIUM PROJECT | |
| A. Interest to be Conveyed to Buyer | 8 |
| B. Underlying Land | 9 |
| C. Buildings and Other Improvements | 10 |
| D. Common Elements, Limited Common Elements, Common Interest | 13 |
| E. Encumbrances Against Title | 14 |
| F. Construction Warranties | 15 |
| G. Status of Construction | 16 |
| H. Project Phases | 16 |
| | |
| IV. CONDOMINIUM MANAGEMENT | |
| A. Management of the Common Elements | 17 |
| B. Estimate of Initial Maintenance Fees | 17 |
| C. Utility Charges for Apartments | 17 |
| | |
| V. MISCELLANEOUS | |
| A. Sales Documents Filed with the Real Estate Commission | 18 |
| B. Buyer's Right to Cancel Sales Contract | 18 |
| C. Additional Information Not Covered Above | 20 |
| D. Signature of Developer | 21 |
| | |
| EXHIBIT A: DESCRIPTION OF BUILDINGS | |
| EXHIBIT B: ALTERATION OF PROJECT | |
| EXHIBIT C: COMMON ELEMENTS | |
| EXHIBIT D: LIMITED COMMON ELEMENTS | |
| EXHIBIT E: ENCUMBRANCES AGAINST TITLE | |
| EXHIBIT F: ESTIMATE OF INITIAL MAINT. FEES & ESTIMATE OF MAINT. FEE DISBURSEMENTS | |
| EXHIBIT G: SUMMARY OF PURCHASE CONTRACT | |
| EXHIBIT H: SUMMARY OF ESCROW AGREEMENT | |
| EXHIBIT I: FARM DWELLING AGREEMENT (Sample Form) | |
| EXHIBIT J: DISCLOSURE ABSTRACT | |

General Information On Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

I. PERSONS CONNECTED WITH THE PROJECT

Developer: RICHARD FRANZ JOSEPH DEMUTH Phone: (808) 282-1434
1330 Ala Moana Blvd., Apt. #1206
Honolulu, Hawaii 96814

SUSAN LYNN FUCHS Phone: (415) 456-7426
58 Belle Avenue
Fairfax, California 94930

KRISS STEPHEN ERICKSON Phone: (808) 828-6142
CATHARINE FRANCES ZADEL
6171 Kahiliholo Road
Kilauea, Kauai, Hawaii 96754

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

N/A

Real Estate Broker *: Country Brokers, Ltd. Phone: (808) 826-4099
P. O. Box 1468, Hanalei, Kauai, Hawaii 96714 (Business)

Escrow: Title Guaranty Escrow Services, Inc Phone: (808) 245-3381
235 Queen Street, First Floor (Business)
Honolulu, Hawaii 96813

General Contractor *: N/A Phone: (Business)

Condominium Managing Agent *: Self-managed by Association of Unit Owners Phone: N/A
(Business)

Attorney for Developer: Max W. J. Graham, Jr. Phone: (808) 245-4705
Belles Graham Proudfoot Wilson & Chun, LLP (Business)
4334 Rice Street, Suite 202
Lihue, Kauai, Hawaii 96766-1388

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

**II. CREATION OF THE CONDOMINIUM;
CONDOMINIUM DOCUMENTS**

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

The Declaration for this condominium is:

Proposed

Recorded - Bureau of Conveyances: Document No. 94-047009

Book _____ Page _____

Filed - Land Court: Document No. _____

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

First Amendment to Declaration of Condominium Property Regime of Kalihiwai Ridge Makai Condominium dated June 19, 2007, and recorded as Document No. 2007-127889.

Second Amendment to Declaration of Condominium Property Regime of Kalihiwai Ridge Makai Condominium dated October 8, 2008, and recorded as Document No. 2008-159837.

Third Amendment to Declaration of Condominium Property Regime of Kalihiwai Ridge Makai Condominium dated May 15, 2009, and recorded as Document No. 2009-081255.

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

The Condominium Map for this condominium project is:

Proposed

Recorded - Bureau of Conveyances Condo Map No. 2008

Filed - Land Court Condo Map No. _____

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

First Amendment to Declaration of Condominium Property Regime of Kalihiwai Ridge Makai Condominium dated June 19, 2007, and recorded as Document No. 2007-127889.

Second Amendment to Declaration of Condominium Property Regime of Kalihiwai Ridge Makai Condominium dated October 8, 2008, and recorded as Document No. 2008-159837.

Third Amendment to Declaration of Condominium Property Regime of Kalihiwai Ridge Makai Condominium dated May 15, 2009, and recorded as Document No. 2009-081255.

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

The Bylaws for this condominium are:

Proposed

Recorded - Bureau of Conveyances: Document No. 94-047010

Book _____ Page _____

Filed - Land Court: Document No. _____

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

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

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

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

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

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

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

2. **Developer**

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

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

The Developer reserves the right to change the Declaration and Condominium Map as provided for in Section L.2. of the Declaration, and further the Developer reserves the right to change the Bylaws as provided for in Section 13.5(b) of the Bylaws.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

[X] Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.

[] Leasehold or Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

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

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

Lease Term Expires:_____ Rent Renegotiation Date(s): _____

Lease Rent Payable: [] Monthly [] Quarterly
[] Semi-Annually [] Annually

Exhibit_____contains a schedule of the lease rent for each apartment per [] Month [] Year

For Sub-leaseholds:

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

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

[] Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Sub-leasehold:

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

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

Lease Term Expires:_____ Rent Renegotiation Date(s): _____

Lease Rent Payable: [] Monthly [] Quarterly
[] Semi-Annually [] Annually

Exhibit_____contains a schedule of the lease rent for each apartment per: [] Month [] Year

[] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

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

B. Underlying Land:

Address: Lot 16, Kalihiwai Ridge Phase II
Kalihiwai, Kauai, Hawaii

Tax Map Key: (TMK): (4) 4-5-022-016

[] Address [X] TMK is expected to change because CPR numbers will be added to the current
TMK number.

Land Area: 16,189 [] square feet [X] acre(s) Zoning: Agriculture

Fee Owner: Unit 1 RICHARD FRANZ JOSEPH DEMUTH
 Unit 2 BARBARA A. BROOKS KAAUMOANA
 Unit 3 SUSAN L. FUCHS and
 OHANA FAMILY LIMITED PARTNERSHIP
 Unit 4 ROBERT W. VAN SICE and CECILE M. VAN SICE
 Unit 5 KRISS STEPHEN ERICKSON and
 CATHARINE FRANCES ZADEL

Lessor: N/A
 Name _____
 Business Address _____

C. Buildings and Other Improvements:

1. New Building(s)
 Conversion of Existing Building(s)
 Both New Building(s) and Conversion
2. Number of Buildings: 5 Floors Per Building 1 floor

Exhibit "A" contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood
 Other _____

4. Permitted Uses by Zoning:

| | No. of Apts. | <u>Use Permitted by Zoning</u> | |
|--|---------------------------|---|-----------------------------|
| <input type="checkbox"/> Residential | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Commercial | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Mix Res/Comm | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Hotel | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Timeshare | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Ohana | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Industrial | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input checked="" type="checkbox"/> Agricultural | <u>2</u> (farm dwellings) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Recreational | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input checked="" type="checkbox"/> Other: Shed | <u>3</u> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

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

Yes No

5. Special Use Restrictions:

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

- Limited to dogs, cats and other typical household pets kept in reasonable numbers and under
- [X] Pets: reasonable conditions, unless approved by the Kalihiwai Ridge Environmental Committee.
- [] Number of Occupants: _____
The property is subject to agreements between C. Brewer and the State of Hawaii, C. Brewer
- [X] Other: and the County of Kauai, the Declaration of Protective Covenants, Conditions and Restrictions For Kalihiwai Ridge, as amended and supplemented, and the Kalihiwai Ridge Environmental Design Rules
- [] 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>Net Other Area (sf)</u> | <u>(Identify)</u> |
|------------------|-----------------|----------------|------------------------------|----------------------------|---|
| <u>Unit 1</u> | <u>1</u> | <u>2-2</u> | <u>2,136</u> | <u>1,696</u> | <u>Garage/Lanai/Stairs</u> |
| <u>Unit 2</u> | <u>1</u> | <u>0</u> | <u></u> | <u>48</u> | <u>Shed</u> |
| <u>Unit 3</u> | <u>1</u> | <u>0</u> | <u></u> | <u>48</u> | <u>Shed</u> |
| <u>Unit 4</u> | <u>1</u> | <u>0</u> | <u></u> | <u>48</u> | <u>Shed</u> |
| <u>Unit 5</u> | <u>1</u> | <u>2-3</u> | <u>2,991.7</u> | <u>3,001.4</u> | <u>Deck, Porte Cochere, Garage, Breezeway, Loft</u> |

Total number of Apartments: 5

***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"

Permitted Alterations to Apartments:

See Exhibit "B"

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of residential apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by Section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has not elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

| | | | | | | | |
|--------------------------|----------------|-------------|----------------|-------------|----------------|-------------|--------------|
| Total Parking Stalls: | <u>10 *</u> | | | | | | |
| | <u>Regular</u> | | <u>Compact</u> | | <u>Tandem</u> | | |
| | <u>Covered</u> | <u>Open</u> | <u>Covered</u> | <u>Open</u> | <u>Covered</u> | <u>Open</u> | <u>TOTAL</u> |
| Assigned (for each unit) | <u>2 *</u> | <u>2 **</u> | _____ | _____ | _____ | _____ | <u>10</u> |
| Guest | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Unassigned | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Extra for Purchase | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Other: _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Total Covered & Open: | <u>10</u> | | <u>0</u> | | <u>0</u> | | <u>10</u> |

Each apartment will have the exclusive use of at least 2 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

* For Units 1 and 5

** Units 2, 3 and 4 have ample space for parking within its limited common element area.

- 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.
- Swimming pool Storage Area Recreation Area
- Laundry Area Tennis court Trash Chute/Enclosure(s)
- Other: _____

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

- There are no violations. Violations will not be cured.
- Violations and cost to cure are listed below. Violations will be cured by _____
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations
(For conversions of residential apartments in existence for at least five years):

N/A

11. Conformance to Present Zoning Code

- a. No variances to zoning code have been granted.
 Variance(s) to zoning code was/were granted as follows:

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

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

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

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 Interests:

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

described in Exhibit "C" .

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit "D" *.

as follows:

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

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

described in Exhibit _____.

as follows:

Each unit shall have appurtenant thereto an undivided twenty percent (20%) interest in all common elements of the property, and the same proportionate share in all common profits and common expenses of the property (except as may be otherwise provided in the Bylaws) and for all other purposes, including voting. The percentage common interest for each unit is determined by apportioning a twenty percent (20%) interest to each of the five (5) units irrespective of the actual land areas contained in each unit.

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

Exhibit "E" describes the encumbrances against the title contained in the title report dated December 5, 2008 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

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

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

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

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

| <u>Type of Lien</u> | <u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u> |
|---------------------|---|
| Mortgage | Lender has priority over Buyer's rights under a sales contract, and has a right to terminate sales contracts upon foreclosure of its mortgage before an apartment sale is closed. Should the lender terminate Buyer's sales contract, Buyer shall be entitled to a refund of all deposits, less escrow cancellation fee |

F. Construction Warranties:

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

1. Building and Other Improvements:

None: Units are sold "as is".

2. Appliances:

None: All appliances are sold "as is".

G. **Status of Construction and Date of Completion or Estimated Date of Completion:**

The construction of Unit 1 was completed in July 2002.

The construction of Units 2, 3, and 4 were completed in February 1994.

The construction of Unit 5 was completed in September 2003.

H. **Project Phases:**

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

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

IV. CONDOMINIUM MANAGEMENT

- A. **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 condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium 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 condominium managing agent for this project, named on page five (5) of this report is:

not affiliated with the Developer the Developer or the Developer's affiliate.
 self-managed by the Association of Apartment Owners Other _____

- B. **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, a lien may be placed on your apartment and the apartment may be 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.

Exhibit "F" contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

- C. **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:

None Electricity (____ Common Elements only ____ Common Elements & Apartments)

Gas (____ Common Elements only _____ Common Elements & Apartments)

Water Sewer Television Cable

Other _____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

- Notice to Owner Occupants
- Specimen Sales Contract
Exhibit "G" contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated December 1, 2008.
Exhibit "H" contains a summary of the pertinent provisions of the escrow agreement.
- Other _____

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules, if any.
 - E) Condominium Map, as amended.
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other _____

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs

Website to access rules: www.hawaii.gov/dcca/har

This Public Report is a part of Registration No. 3070 filed with the Real Estate Commission on March 23, 1994.

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

YELLOW paper stock

WHITE paper stock

PINK paper stock

C. **Additional Information Not Covered Above:**

1. The use of hazardous material is restricted except as provided under Article H of the Declaration and all hazardous materials laws.
2. For the purpose of Exhibit "F" of the Supplementary Condominium Public Report the Developer has not conducted a reserve study in accordance with § 514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.
3. Purchasers of Units should be aware that Chapter 205, Hawaii Revised Statutes ("H.R.S."), does not authorize residential dwellings as a permissible use in an agricultural use district, unless the dwelling is related to an agricultural activity or is a "farm dwelling".

The term "farm dwelling" is defined in H.R.S. Chapter 205-4.5(a)(4) as a "single family dwelling located on and used in connection with a farm, including clusters of single-family farm dwelling permitted within agricultural parks developed by the State or where agricultural activity provides income to the family occupying the dwelling."

The penalty for violation of H.R.S. Section 205-4.5, is a fine of not more than \$5,000. If any person who is cited for a violation of the law fails to remove the violation within six months of such citation and the violation continues, such person is subject to a citation for a new and separate violation. There shall be a fine of not more than \$5,000 for any additional violation.

In order for any purchaser of a Unit to obtain a building permit to construct a single family residential unit (farm dwelling), the County of Kauai will require the purchaser to sign a Farm Dwelling Agreement in the form attached hereto as Exhibit "I".

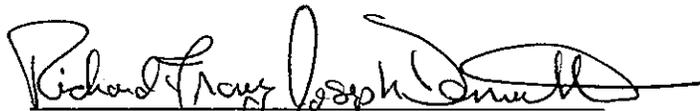
Farm Dwelling Agreements were executed and recorded in the Bureau of Conveyances against Unit 1 and Unit 5.

4. The Notice of Dedication recorded against Unit 1 constitutes formal notice that said unit is dedicated to agricultural use and is "assessed, for real property tax purposes at the agricultural use value of such lands . . ." ("Agricultural Rate") instead of being assessed based upon its fair market value (by considering such factors as comparable properties, location, view and such other characteristics bearing upon its value). The Agricultural Rate shall continue as long as the subject unit is actively used for the agricultural purposes stated in the dedication documents. If the subject unit were to cease such agricultural uses, then it would be subject to "Roll-Back Taxes" computed on the basis of applicable fair market values

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

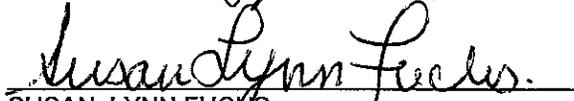
RICHARD FRANZ JOSEPH DEMUTH
 SUSAN LYNN FUCHS
 KRISS STEPHEN ERICKSON
 CATHARINE FRANCES ZADEL

 Owner/Developer


 RICHARD FRANZ JOSEPH DEMUTH

January 7, 2009

 Date


 SUSAN LYNN FUCHS

January 7, 2009

 Date

 KRISS STEPHEN ERICKSON

 Date

 CATHARINE FRANCES ZADEL

 Date

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

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

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

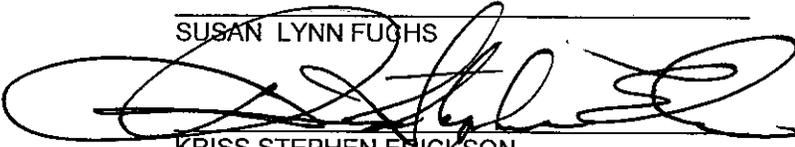
RICHARD FRANZ JOSEPH DEMUTH
 SUSAN LYNN FUCHS
 KRISS STEPHEN ERICKSON
CATHARINE FRANCES ZADEL
 Owner/Developer

 RICHARD FRANZ JOSEPH DEMUTH

 Date

 SUSAN LYNN FUCHS

 Date



 KRISS STEPHEN ERICKSON

 January 7, 2009
 Date



 CATHARINE FRANCES ZADEL

 January 7, 2009
 Date

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

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

EXHIBIT "A"

DESCRIPTION OF BUILDINGS

The project consists of three (3) agricultural sheds and two (2) farm dwellings. The Unit 1 dwelling is constructed principally of wood, without a basement on a concrete with wood posts foundation. The Unit 5 dwelling is constructed principally of CMU block columns with stucco exterior walls and simulated shake roof. The shade sheds are constructed principally of iron fence post and shade cloth, without a basement or foundation. Each structure (herein called "unit") is shown on the Condominium Map.

DESCRIPTION OF UNITS:

1. Unit 1, located as shown on the Condominium Map, is a single-story dwelling consisting of two bedrooms, two bathrooms, closets, an office, laundry room, kitchen, and a living room. The living area is approximately 2,136 square feet, with a covered lanai of approximately 1,176 square feet for a total area of 3,312 square feet. Unit 1 also contains a Garage/Workshop and a shed. The Garage is approximately 816 square feet, with an upper Workshop area of approximately 576 square feet, a lower covered lanai of approximately 192 square feet, and an upper covered lanai area of approximately 112 square feet, for a total area of 1,696 square feet. The shed is approximately 48 square feet.

2. Unit 5, located as shown on the Condominium Map, is primarily a single-story dwelling, plus a loft, consisting of two bedrooms, three bathrooms, closets, an office, a guest/media room, pantry, laundry room, kitchen, and an entry/living/bar/dining room. Unit 5 also has a garage, breezeway porte cochere, atrium and decks. The living area is approximately 2,991.7 square feet. The decks comprise 750.2 square feet, the porte cochere 648 square feet, the garage area 833.7 square feet, the breezeway area 409.5 square feet and the loft area 360 square feet, for a total area of 5,993.1 square feet, more or less.

3. Units 2, 3, and 4 are agricultural shade sheds, located as shown on the Condominium Map. Each agricultural shade shed has a net area of forty-eight (48) square feet.

4. The approximate net floor area of the Units as set forth above is measured from the interior surface of the unit perimeter walls and includes all of the walls and partitions within its perimeter walls.

NOTE: THE FLOOR AREAS SHOWN ARE APPROXIMATE ONLY. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE FLOOR AREA OF ANY PARTICULAR UNIT.

EXHIBIT "B"

ALTERATION OF PROJECT

Paragraph J of the Declaration provides that:

1. Each unit owner shall have the right at his sole option at any time and from time to time, as hereinafter set forth, without the consent and/or approval of the owner of any other unit or any other persons or entity, to improve, renovate, remodel, make additions to, enlarge, remove, replace, alter or restore the improvements to or in his unit or portions thereof or upon or within the limited common element appurtenant to his unit (collectively, the foregoing are referred to as "alterations"). Each unit owner shall have the right without the consent or joinder of any other person to amend this declaration and the Condominium Map to accomplish any such alterations. If required by the Act, promptly upon completion of such alterations the owner of the altered unit shall duly record such amendment to this declaration in the Bureau of Conveyances, together with a complete set of the floor plans of such unit as so altered, certified by a registered architect or professional engineer to fully and accurately depict the altered portions of the property as build. All existing unit owners and all future unit owners and their mortgagees, by accepting an interest in a unit, consent to all such alterations and agree to give and shall be deemed to have given the owner of the altered unit a power of attorney to execute an amendment to the declaration solely for the purpose of describing the alterations to such unit in the declaration. This power of attorney shall be deemed coupled with each owner's interest in his unit (including his common interest) and shall be irrevocable.

2. Pursuant to Chapter 205, Hawaii Revised Statutes, each unit owner is required to enter into an agreement with the County of Kauai certifying that the farm dwelling unit will be used in connection with a farm or with agricultural activity that provides income to the family occupying the farm dwelling. After construction of the first farm dwelling within the Project and prior to the issuance of farm dwelling agreements and corresponding building permits for subsequent farm dwellings within the Project, the Planning Department of the County of Kauai will confirm, after conducting an on-site inspection, whether agricultural activities are being conducted on the Project in accordance with Chapter 205 of the Hawaii Revised Statutes. Each unit owner in the Project, therefore, shall bear an equal burden proportionate to the unit owner's respective appurtenant interest in the common area, for the cost of maintaining agricultural activities on the Project that are satisfactory to the Planning Department of the County of Kauai and that will allow the issuance of a Farm Dwelling Agreement and corresponding building permit to all of the units within the Project. Any assessment that may be necessary to maintain agricultural activities pursuant to this paragraph may be imposed upon each unit in accordance with the Bylaws as a common expense of the association in connection with the operation of the Project.

3. Any alteration of a the plans of a unit pursuant to this paragraph J shall be subject to the following conditions:

(a) All building plans for any such alterations shall conform with County building or zoning laws and other applicable County ordinances.

(b) Such alterations must conform to the Declaration of Protective Covenants, Conditions and Restrictions For Kalihiwai Ridge and the Kalihiwai Ridge Environmental Design Rules.

(c) Such alterations may decrease or increase the size of the affected unit, provided that no alteration shall extend or place the unit outside of the limits of the yard appurtenant to such unit.

(d) All such alterations shall be at the sole expense of the unit owner making the change and shall be made within one (1) year of the commencement thereof and in a manner that will not unreasonably interfere with the other unit owner's use of his unit or yard.

(e) The owner of the altered unit shall have the right to utilize, relocate and realign existing and/or future additional, central and appurtenant installations for services to the unit affected by such alteration for electricity, sewer and other utilities and services and when applicable, to add, delete, relocate, realign, designate and grant easements and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any interruption in the service of such utilities to any other part of the project, nor shall it unreasonably interfere with the other unit owner's use or enjoyment of his unit or yard.

(f) Each and every conveyance, lease and mortgage or other lien made or created on any unit and all common interests, limited common elements, and other appurtenances thereto shall be subject to the provisions of this paragraph and any lease of a unit shall reserve to all unit owners the rights set forth in this paragraph.

4. Under current laws, the Project is entitled to construct one (1) guest house. The right to construct said guest house is reserved to the owner of Unit 3. Said right may be assigned by the owner of Unit 3 to any other unit owner within the Project at any time.

* SPECIAL NOTATION: When applying for building permits, use permits, zoning permits or any other land use permits with governmental agencies, 75% of the owners of the Project maybe required to sign the permit forms. In such case, all unit owners shall be required to sign such permit applications and related documents as may be necessary for any unit owner to obtain such permits.

Additionally, the creation of the Condominium Property Regime does not mean that the land has met the subdivision requirements of the County. As such, certain facilities and improvements normally associated with County approved subdivisions may not be necessarily included as part of this Project.

EXHIBIT "C"

COMMON ELEMENTS

The common elements of the project shall specifically include, but are not limited to, the following:

1. The land described in Exhibit "A", attached to the Declaration, in fee simple.
2. All central and appurtenant installations for common services, including utilities.
3. Any and all apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, use, maintenance or safety, or normally in common use.

EXHIBIT "D"

LIMITED COMMON ELEMENTS

Certain units shall have appurtenant thereto easements for the exclusive use of certain limited common elements as follows:

Unit 1: The land area under and surrounding Unit 1, consisting of approximately 3.003 acres, as designated on the Condominium Map is reserved for the exclusive use of Unit 1 for the support of the building and other improvements comprising Unit 1, and for the yard, driveway purposes and parking.

Unit 2: The land area under and surrounding Unit 2, consisting of approximately 3.004 acres, as designated on the Condominium Map is reserved for the exclusive use of Unit 2 for the support of the building and other improvements comprising Unit 2, and for the yard, driveway purposes and parking.

Unit 3: The land area under and surrounding Unit 3, consisting of approximately 3.003 acres, as designated on the Condominium Map is reserved for the exclusive use of Unit 3 for the support of the building and other improvements comprising Unit 3, and for the yard, driveway purposes and parking.

Unit 4: The land area under and surrounding Unit 4, consisting of approximately 3.005 acres, as designated on the Condominium Map is reserved for the exclusive use of Unit 4 for the support of the building and other improvements comprising Unit 4, and for the yard, driveway purposes and parking.

Unit 5: The land area under and surrounding Unit 5, consisting of approximately 3.005 acres, as designated on the Condominium Map is reserved for the exclusive use of Unit 5 for the support of the building and other improvements comprising Unit 5, and for the yard, driveway purposes and parking.

NOTE: The limited common land areas are not subdivided lots.

EXHIBIT "E"

ENCUMBRANCES AGAINST TITLE

1. Any taxes that may be due and owing and tax liens that may exist, refer to Director of Finance, Kauai County.
2. Designation of Easement "D-1" for drainage purposes, as shown on File Plan No. 2053.
3. Setback for building and drainageway purposes, as shown on File Plan No. 2053.
4. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the AGREEMENT dated March 16, 1977, recorded in said Bureau in Liber 12110 at Page 330.

The foregoing includes, but is not limited to, matters relating to the use of the land for agricultural purposes.

5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR KALIHIWAI RIDGE dated October 3, 1988, recorded in said Bureau in Liber 22452 at Page 429.

Said Declaration was amended by instruments dated July 5, 1990, recorded as Document No. 90-104733, by Annexation instrument dated November 7, 1991, recorded as Document No. 91-155979, and by instrument dated August 9, 1993, recorded as Document No. 94-037305, and further amended by instrument dated ---, recorded as Document No. 99-196189.

6. Unrecorded KALIHIWAI RIDGE ENVIRONMENTAL DESIGN RULES AND GUIDELINES PURSUANT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR KALIHIWAI RIDGE dated October 12, 1988, as amended.
7. The terms and provisions contained in the AGREEMENT TO INCORPORATE AGRICULTURAL RESTRICTIONS INTO INSTRUMENTS OF CONVEYANCE dated November 7, 1991, recorded in said Bureau as Document No. 91-155967, by and between C. BREWER PROPERTIES, INC., a Hawaii corporation, and the COUNTY OF KAUAI PLANNING DEPARTMENT.
8. The terms and provisions contained in the DECLARATION OF CONDITIONS dated July 16, 1991, recorded in said Bureau as Document No. 91-097979.

Said Declaration was amended by instrument dated November 26, 1991, recorded as Document No. 91-166866, and dated December 12, 1994, recorded as Document No. 94-210073.

9. The terms and provisions contained in the INDEMNITY AGREEMENT dated September 23, 1991, recorded in said Bureau as Document No. 91-164222, by and between, C. BREWER PROPERTIES, INC., a Hawaii corporation, "Brewer", and the DEPARTMENT OF PUBLIC WORKS of the COUNTY OF KAUAI, "County", re: Brewer will, and does hereby agree to, indemnify and hold the County harmless from any and all claims, actions, or judgments for damage to property or injury or death to persons arising out of or resulting from the design, construction and diversion of waters caused by the drain system generally and specifically

including but not limited to the use of the water from the reservoir on Lot 3 for irrigation and agricultural pursuits on their respective lot within the Kalihiwai Ridge, Phase II Subdivision, where such damage, injury or death is adjudged or found to be the result of contamination of the reservoir from the subdivision roadways which have been dedicated by Brewer to the County, etc.

10. The terms and provisions contained in DEED dated December 11, 1991, recorded in said Bureau as Document No. 91-181234.
11. WAIVER AND RELEASE dated September 29, 1993, recorded in said Bureau as Document No. 93-174506, by SUSAN L. FUCHS, JOSEPH KENNEDY, VERNON L. DAVIES, RICHARD F. J. & PAIGE DEMUTH, KRISS S. ERICKSON and CATHERINE F. ZADEL, with the COUNTY OF KAUAI DEPARTMENT OF PUBLIC WORKS, re: lack of county-supplied water service.

12. The terms and provisions contained in the following:

DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "KALIHAIWAI RIDGE MAKAI CONDOMINIUM" PROJECT, dated ---- (acknowledged May 31, 1993), recorded in said Bureau as Document No. 94-047009.

Condominium Map No. 2008 and any amendments thereto.

The Declaration was amended by that certain FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KALIHAIWAI RIDGE MAKAI CONDOMINIUM dated June 19, 2007, recorded as Document No. 2007-127889.

The Declaration was further amended by that certain SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KALIHAIWAI RIDGE MAKAI CONDOMINIUM dated October 8, 2008, recorded as Document No. 2008-159837.

The Declaration was further amended by that certain THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KALIHAIWAI RIDGE MAKAI CONDOMINIUM dated May 15, 2009, recorded as Document No. 2009-081255.

13. The terms and provisions contained in the BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS dated ---- (acknowledged May 31, 1993), recorded in said Bureau as Document No. 94-047010.
14. GRANT in favor of the COUNTY OF KAUAI, dated March 29, 1995, recorded as Document No. 95-145624; granting a nonexclusive easement for drainage purposes over, under and across said Easement "D-1".
15. GRANT in favor of CITIZENS UTILITIES COMPANY and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, dated July 28, 1995, recorded as Document No. 96-004108; granting a perpetual right and easement for utility purposes over Easement "E-1" (44 feet wide) as shown on the map attached thereto.
16. -AS TO UNIT NO. 1:-

(A) The terms and provisions contained in Apartment Deed dated October 10, 1994, recorded as Document No. 94-178325.

(B) The terms and provisions contained in the FARM DWELLING AGREEMENT dated May 17, 1995, recorded in said Bureau as Document No. 95-072835, by and between PAIGE DEMUTH and RICHARD F. DEMUTH and the COUNTY OF KAUAI, Planning Department.

SUBORDINATION AGREEMENT dated February 1, 2005, recorded as Document No. 2005-118451. Subordinates said above FARM DWELLING AGREEMENT to the lien of that certain MORTGAGE recorded as Document No. 2005-012470.

(C) NOTICE OF DEDICATION dated January 28, 2000 and February 1, 2000, recorded as Document No. 2000-016176, by RICHARD F. J. DEMUTH and PAIGE DEMUTH, regarding dedication of land for agriculture purposes for a period of 20 years, effective January 1, 2000.

(D) MORTGAGE dated January 14, 2005, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for AMERICAN SAVINGS BANK, F.S.B., a federal savings bank, recorded as Document No. 2005-012470.

(E) MARITAL SETTLEMENT AGREEMENT against RICHARD F. DEMUTH in favor of PAIGE DEMUTH dated December 27, 2004, filed in the Family Court of the Fifth Circuit, State of Hawaii, 04-1-0206, on December 29, 2004, recorded as Document No. 2006-053476 on March 21, 2006.

ADDENDUM TO MARITAL SETTLEMENT AGREEMENT, dated December 27, 2004, recorded as Document No. 2006-053477.

MODIFICATION TO MARITAL SETTLEMENT AGREEMENT, dated February 27, 2006, recorded as Document No. 2006-053478.

(F) MORTGAGE dated August 28, 2007, in favor of FIRST HAWAIIAN BANK, a Hawaii corporation, recorded as Document No. 2007-156279.

17. -AS TO UNIT NO. 3:-

(A) The terms and provisions contained in Apartment Deed dated October 21, 1994, recorded as Document No. 94-178329.

(B) MORTGAGE dated September 17, 1994, in favor of WESTERN FARM CREDIT BANK, a corporation organized and existing under the laws of the United States of America, recorded as Document No. 94-178331.

The foregoing Mortgage was assigned to FEDERAL LAND BANK ASSOCIATION OF HAWAII FLCA, a federally chartered corporation, by instrument effective July 1, 1995, recorded as Document No. 95-102045.

18. -AS TO UNIT NO. 5:-

(A) The terms and provisions contained in Apartment Deed dated October 27, 1994, recorded as Document No. 94-178334.

(B) The terms and provisions contained in the FARM DWELLING AGREEMENT dated July 27, 2001, recorded as Document No. 2001-128700, by and between KRISS

STEPHEN ERICKSON and CATHARINE FRANCES ZADEL, "Applicant", and COUNTY OF KAUAI, PLANNING DEPARTMENT, "Department".

(C) MORTGAGE dated November 18, 2003, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., solely as nominee for U.S. FINANCIAL MORTGAGE CORP., a Hawaii corporation, recorded as Document No. 2003-262593.

(D) MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT dated December 1, 2005, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., solely as a nominee for COUNTRYWIDE BANK, N.A., recorded as Document No. 2006-001220.

EXHIBIT "F"

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

| <u>Apartment</u> | <u>Monthly Fee x 12 months = Yearly Total</u> |
|------------------|---|
| Unit 1 | \$50.00 x 12 = \$600.00 |
| Unit 2 | \$50.00 x 12 = \$600.00 |
| Unit 3 | \$50.00 x 12 = \$600.00 |
| Unit 4 | \$50.00 x 12 = \$600.00 |
| Unit 5 | \$50.00 x 12 = \$600.00 |

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

Estimate of Maintenance Fee Disbursements:

Monthly Fee x 12 months = Yearly Total

Utilities and Services

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

Maintenance, Repairs and Supplies

Common Area Road Shoulder Maintenance \$100.00 x 12 = \$1,200.00
 Building
 Grounds

Management

- Management Fee
- Payroll and Payroll Taxes
- Office Expenses

Insurance \$150.00 x 12 = \$1,800.00

Reserves(*)

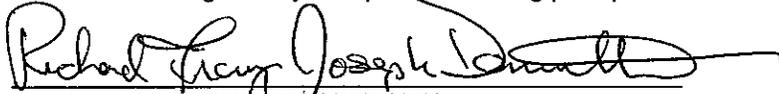
Taxes and Government Assessments

Audit Fees

Other

TOTAL \$250.00 x 12 = \$3,000.00

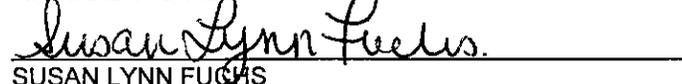
We, RICHARD FRANZ JOSEPH DEMUTH, SUSAN LYNN FUCHS, KRISS STEPHEN ERICKSON and CATHARINE FRANCES ZADEL, the developers for the KALIHIWAI RIDGE MAKAI CONDOMINIUM project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.



RICHARD FRANZ JOSEPH DEMUTH

January 7, 2009

Date



SUSAN LYNN FUCHS

January 7, 2009

Date

KRISS STEPHEN ERICKSON

Date

CATHARINE FRANCES ZADEL

Date

(*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

End of EXHIBIT "F"

NOTE: Developer discloses that Developer has not conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules.

EXHIBIT "G"

SUMMARY OF PURCHASE CONTRACT

The Purchase Contract, including the terms and conditions attached thereto as the CPR Addendum (hereinafter collectively called the "Purchase Contract") contain the price and other terms and conditions under which a purchaser will agree to buy a unit in the Project. Among other things, the Purchase Contract states:

(a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of a unit.

(b) That the purchaser acknowledges having received and read, prior to signing the Purchase Contract, the following: The Developer's Public Report and any amendments; the recorded project Declaration and Bylaws and any amendments; the project House Rules, if any, with amendments; a letter sized Condominium Project Map and amendments; and the Notice of Buyer's Right to Cancel.

(c) That the Developer makes no representations concerning rental of a unit, income or profit from a unit, or any other economic benefit to be derived from the purchase of a unit.

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

(e) Requirements relating to the purchaser's financing of the purchase of a unit.

(f) That the unit and the Project will be subject to various other legal documents which the purchaser should examine, and that the Developer may change these documents under certain circumstances.

(g) That the Developer makes no warranties regarding the unit, the Project or anything installed or contained in the unit or the Project.

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

(i) That, unless requested, the purchaser will not receive interest on deposits made under the Purchase Contract.

(j) If the purchaser shall default:

(1) The contract may, at the Developer's option, be terminated by written notice to the purchaser; and

(2) Any sums paid by the purchaser shall belong to the Developer as liquidated damages (up to a maximum of 20% of the total purchase price); and

(3) The Developer may pursue any other remedy, including specific performance, permitted by law or equity. All costs, including reasonable attorneys' fees, incurred by reason of default by the purchaser shall be borne by the purchaser.

- (k) If the Developer shall default:
- (1) The purchaser may bring an action for damages for breach of contract; and
 - (2) The purchaser may seek specific performance of the contract; and
 - (3) The Developer shall be responsible for any costs incurred in accordance with the contract.

The Purchase Contract contains various other important provisions relating to the purchase of a unit in the Project. It is incumbent upon purchasers and prospective purchasers to read with care the specimen sales Contract on file with the Real Estate Commission.

EXHIBIT "H"

SUMMARY OF ESCROW AGREEMENT

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

- (a) Escrow will let the purchaser know when payments are due.
- (b) Escrow will arrange for the purchaser to sign all necessary documents.
- (c) The purchaser is entitled to a refund if the purchaser or seller cancels the Sales Contract in accordance with its cancellation provisions, or if the purchaser terminates its reservation before the Sales Contract is binding. However, Escrow may deduct from the refund cancellation fees in accordance with the Sales Contract.
- (d) The purchaser's funds that are placed in trust prior to closing may be used by the seller after (1) the purchaser has (i) been provided with a final public report; (ii) executed a receipt and notice and has waived his right to cancel or thirty (30) days have elapsed since the purchaser has been provided with the final public report and receipt and notice of right to cancel; and (2) the seller notifies escrow in writing that since (i) and (ii) have happened, the Sales Contract is binding; and (3) the seller's attorney advises escrow that the Sales Contract is binding and the requirements of Hawaii Revised Statutes, Sections 514A-63 and -64.5 have been met.
- (e) If the purchaser defaults in making any payment or otherwise fails to perform any obligation under the sales contract, the seller may terminate the contract and all funds of the purchaser that have been paid on account of the purchaser's sales contract and that are held by Escrow as of the date of default shall be deemed to be the funds of the seller and the purchaser shall have no right to reimbursement of any of such funds.

The Escrow Agreement contains various other important provisions and establishes certain charges with which a purchaser should be familiar. It is incumbent upon purchasers and prospective purchasers to read with care the executed Escrow Agreement on file with the Real Estate Commission.

EXHIBIT "I"

FOR ILLUSTRATION ONLY

AFTER RECORDATION RETURN BY MAIL TO:

COUNTY OF KAUAI
Planning Department
Building A, Suite 473
4444 Rice Street
Lihue, HI 96766

Document contains ____ pages

FARM DWELLING AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between _____,
_____, whose residence and post office address
is _____,
_____, hereinafter called the "APPLICANT(S)", and the COUNTY OF
KAUAI, Planning Department, its business and mailing address being 4444 Rice street, Building
A, Suite 473, Lihue, Hawaii 96766, hereinafter called the "DEPARTMENT".

WITNESSETH:

WHEREAS, the APPLICANT(S) warrant and represent that he/she/they is/are the
_____ of that certain parcel of land, Tax Map Key No. (4) _____,
more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, this document pertains only to Unit(s) _____ as shown in Exhibit "B" and
made a part hereof; and

WHEREAS, that certain parcel of land is classified Agriculture by the State Land Use commission and is zoned Agriculture by the County of Kauai; and

WHEREAS, Chapter 205, Hawaii Revised Statutes, and the state Land Use District Regulations only permit "farm dwellings" within the State Agriculture Land Use District unless otherwise relieved from the restriction by a special permit obtained pursuant to Chapter 205, Section 6, Hawaii Revised Statutes; and

WHEREAS, a "farm dwelling" is defined by Chapter 205, Hawaii Revised Statutes, and the State Land Use District Regulations as "a single family dwelling located on and used in connection with a farm where agricultural activity provides income to the family occupying the dwelling"; and

WHEREAS, the parcel identified by Tax Map Key No. (4) _____, is entitled to _____ residential units (and one guest house); and

WHEREAS, this Agreement is evidenced that _____ is entitled to one of those residential units; and

WHEREAS, a "family" as used in the definition of "farm dwelling" is defined by the State Land Use District Regulations as "an individual or two or more persons related by blood, marriage or adoption or a group comprising not more than five persons, not related by blood, marriage or by adoption"; and

WHEREAS, the APPLICANT(S) acknowledge that a violation of Chapter 205, Hawaii Revised Statutes, and the state Land Use District restriction is subject to a citation and fine of not more than \$5,000 pursuant to Chapter 205, Section 13, Hawaii Revised Statutes, as amended; and

WHEREAS, the APPLICANT(S) also acknowledge that failure to abide by this Agreement may result in the removal of the prohibited structure at the owner's expense; and

WHEREAS, the DEPARTMENT is charged with the enforcement of the restriction by Chapter 205, Hawaii Revised Statutes; and

WHEREAS, the APPLICANT(S) wish to construct a dwelling unit on that certain parcel of land describe in Exhibit A; and

WHEREAS, the APPLICANT(S) wish to execute this Farm Dwelling Agreement without first obtaining the signatures of all interest holders in the CPR;

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter contained, the parties hereby mutually agree as follows:

1. That the dwelling permitted to be constructed on the parcel of land described in Exhibit "A" classified Agriculture by the State Land Use Commission shall be a "farm dwelling"

as defined by Chapter 205, Hawaii Revised Statutes, and the State Land Use District regulations, as recited herein; and

2. That the dwelling shall only be occupied by a "family", as defined by the State Land Use District regulations and as recited herein, who derive income from the agricultural activity on the parcel; and

3. That the APPLICANT(S) and all present and future owners, lessees and occupants of said land grant the DEPARTMENT the right of entry at the request of the DEPARTMENT to inspect the premises to assure compliance with the provisions of this Agreement; and

4. That this Agreement shall be a covenant running with the land and be binding on the APPLICANT(S), and all present and future owners, lessees and occupants of said land and anyone claiming under said APPLICANT(S), their heirs, executors, administrators, successors and assigns, as owners or occupants thereof or otherwise; and

5. That this Agreement shall remain in effect so long as the land retains its Agriculture District classification under the State Land Use Commission and the pertinent restrictive provisions of Chapter 205, Hawaii Revised Statutes, and the State Land Use District regulations remain in effect; and

6. That the APPLICANT(S) expressly set forth the provisions of this Agreement in any subsequent conveyance, deed, lease or rental agreement to said property executed by them, so as to give effect to said covenant; and

7. That this Agreement shall be recorded with the State of Hawaii Bureau of Conveyances, fees to be paid by the APPLICANT(S); and

8. The DEPARTMENT and APPLICANT(S) shall execute the Farm Dwelling Agreement; and

9. The APPLICANT(S), for themselves (himself, herself), their (his/her) heirs, administrators, successors and assigns, do hereby waive and release the DEPARTMENT and the County of Kauai, a political subdivision of the State of Hawaii, whose principle place of business is 4444 Rice Street, Suite 473, Lihue, Hawaii 96766, from all claims and causes of action, either legal or equitable, which may hereafter accrue by reason of the DEPARTMENT'S execution of said Farm Dwelling Agreement; and

10. The APPLICANT(S) do(es) hereby promise to indemnify and hold the DEPARTMENT and the County of Kauai, its successors, assigns, offices, employees, agents, attorneys or any other person or legal entity connected with or legally responsible to them, harmless from any and all claims, actions, causes of action, lawsuits, demands or liability for damages of whatever kind and nature, arising out of the DEPARTMENT'S execution of said Farm Dwelling Agreement; and

11. This agreement shall be a covenant running with the portion of land described in Exhibit "A," and shall be binding on APPLICANT(S) and all present and future owners and occupants of said portion of land and any one claiming under APPLICANT(S), their successors and assigns, as owners or occupants thereof. The APPLICANT(S) further agree(s) to expressly set forth the provisions of this waiver and indemnity agreement in any subsequent conveyance, deed, lease, or rental agreement so as to give effect to said covenant.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the ____ day of _____, 20__.

APPROVED:

APPLICANT(S)

Planning Director

APPROVED AS TO FORM AND LEGALITY:

County Attorney

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this ___ day of _____, 20__, before me personally appeared _____, to me known 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, State of Hawaii
Print Name: _____
My commission expires: _____

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this ___ day of _____, 20___, before me personally appeared _____, to me known 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, State of Hawaii
Print Name: _____
My commission expires: _____

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this day of _____, 20___, before me appeared _____ to me personally known, who being by me duly sworn, did say that (s)he is the _____ of the PLANNING DEPARTMENT of the COUNTY OF KAUAI; and that said instrument was executed on behalf of said PLANNING DEPARTMENT; and that said _____ acknowledged that (s)he executed the same as his/her free act and deed of the PLANNING DEPARTMENT of the COUNTY OF KAUAI. Said Department has no seal.

NOTARY PUBLIC, State of Hawaii
Print Name: _____
My commission expires: _____

EXHIBIT "J"

DISCLOSURE ABSTRACT

Pursuant to Hawaii Revised Statutes, Section 514(A)-61, the Developers of the Kalihiwai Ridge Makai Condominium project makes the following disclosures:

1. The Developers of the Project are as follows:

(a) RICHARD FRANZ JOSEPH DEMUTH, husband of Paige Demuth, whose mailing address is 2999 Kalakaua Avenue #202, Honolulu, Hawaii 96815, and telephone number is (808) 282-1434, as to Unit 1.

(b) SUSAN LYNN FUCHS, unmarried, whose mailing address is 58 Belle Avenue, Fairfax, California 94930, and telephone number is (415) 456-7426, as to Unit 3.

(c) KRISS STEPHEN ERICKSON and CATHARINE FRANCES ZADEL, husband and wife, whose mailing address is 6171 Kahilihoho Road, Kilauea, Kauai, Hawaii 96754, and telephone numbers is (808) 828-6142, as to Unit 5.

2. The real estate brokers for the project is COUNTRY BROKERS, LTD., a Hawaii corporation, whose mailing address is P. O. Box 92, Hanalei, Kauai, Hawaii 96714, and whose telephone number is (808) 826-4099.

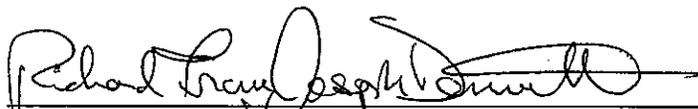
3. The escrow company for the Project is TITLE GUARANTY ESCROW SERVICES, INC., whose mailing address is 235 Queen Street, Honolulu, Hawaii 96803, and whose telephone number is (808) 522-6261.

4. See Exhibit "F" to the Final Public Report for the projected annual maintenance fees. The Developer hereby certifies that the estimations have been based on generally accepted accounting principles.

5. There are no warranties against defects of material and workmanship in individual apartments, common elements or exclusive use areas, and the purchaser buys his/her unit in an "as is" condition.

6. The Developer has not conducted a reserve study in accordance with Section 514A-83.6, and the replacement reserve rules, Subchapter 5, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. There are no depreciable common elements in the Project.

IN WITNESS WHEREOF, the Developer has executed this Disclosure Abstract this 30th day
of December, 2008


RICHARD FRANZ JOSEPH DEMUTH


SUSAN LYNN FUCHS

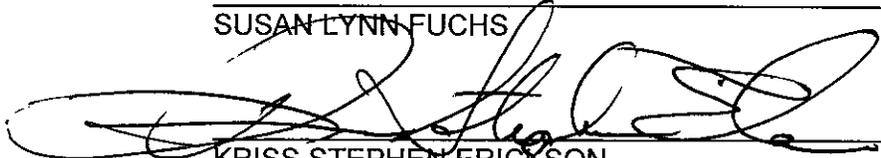
KRIS STEPHEN ERICKSON

CATHARINE FRANCES ZADEL

IN WITNESS WHEREOF, the Developer has executed this Disclosure Abstract this 30th day
of December, 2008

RICHARD FRANZ JOSEPH DEMUTH

SUSAN LYNN FUCHS



KRISS STEPHEN ERICKSON



CATHARINE FRANCES ZADEL