

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer: TIM STAR
Address: P.O. Box 959, Kilauea, Kauai, Hawaii 96754

Project Name(\*): ALOHA AINA
Address: Lot 15, Kalihiwai Ridge, Phase II Subdivision
Kalihiwai and Kilauea, Hanalei, Kauai, Hawaii

Registration No. 3339
Effective date: January 21, 2000
Expiration date: February 21, 2001

Preparation of this Report:

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

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

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

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

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

Type of Report:

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

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

X SUPPLEMENTARY: (pink) This report updates information contained in the:
[ ] Preliminary Public Report dated:
[X] Final Public Report dated: August 17, 1995
[ ] Supplementary Public Report dated:

And [ ] Supersedes all prior public reports.
[X] Must be read together with Final Public Report
[X] This report reactivates the Final Public Report dated August 17, 1995 public report(s) which expired on December 20, 1998

(\* ) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report

Not Required - Disclosures covered in this report.

As Exhibit G

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

1. Since the effective date of the Final Public Report, Unit 3 was divided into Units 3 and 6, as contemplated by the original declaration of condominium property regime. The new common interest of the Units in the project are set forth in Exhibits "C" and "E" hereto. The current configuration of the Units in the Project is depicted in the Amended Condominium Map for the Project, Exhibit "A" hereto.
2. After issuance of an effective date for the Final Public Developer Tim Star's contractor's license was allowed to become inactive. No Project construction has been undertaken by Mr. Star as a contractor since the effective date of the Final Public Report.

A building permit has been taken out for a guest house on Unit 6 to be constructed of wood. However, no construction has been undertaken. The permit allows construction of the guest house with one bedroom, one bathroom and one living room/kitchenette. It is to be constructed and located in the South end of the unit's limited common element. Site plan, Floorplan and elevations of the structure are attached hereto as Pages 2-a, 2-b, 2-c, 2-d, 2-e and 2-f.

No sale of Unit 6 shall occur unless and until as-built plans are recorded, the appropriate period after publication of the notice of completion has passed (45 days for contractor completion and one year after completion of construction by an owner/builder), and an effective date has been issued for a supplementary public report allowing the sale of Unit 6.

3. This report discloses the division of Unit 3, creating Unit 6, as set forth in the Declaration. It does not permit the sale of Unit 6.
4. Only Units 1, 2 and 5 may be sold under this report.

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

WASR DISPOSAL PER EXHIBIT  
 AND JURISDICTIONAL REQUIREMENTS

ROAD AND UTILITY EASEMENT  
 30' WIDE

DEPARTMENT OF PUBLIC WORKS  
 DIVISION OF ENGINEERING

NOTICE TO OWNER

1. Building construction shall conform with the adopted Uniform Building Code, National Electrical Code and all other County Codes and all other County Electrical Ordinances.
2. Approval of plans shall not be a guarantee of approval of, any violation of or compliance with the provisions of these codes.
3. Approved "Job Site Copy" shall not be changed, modified or altered without authorization from the Building Official.

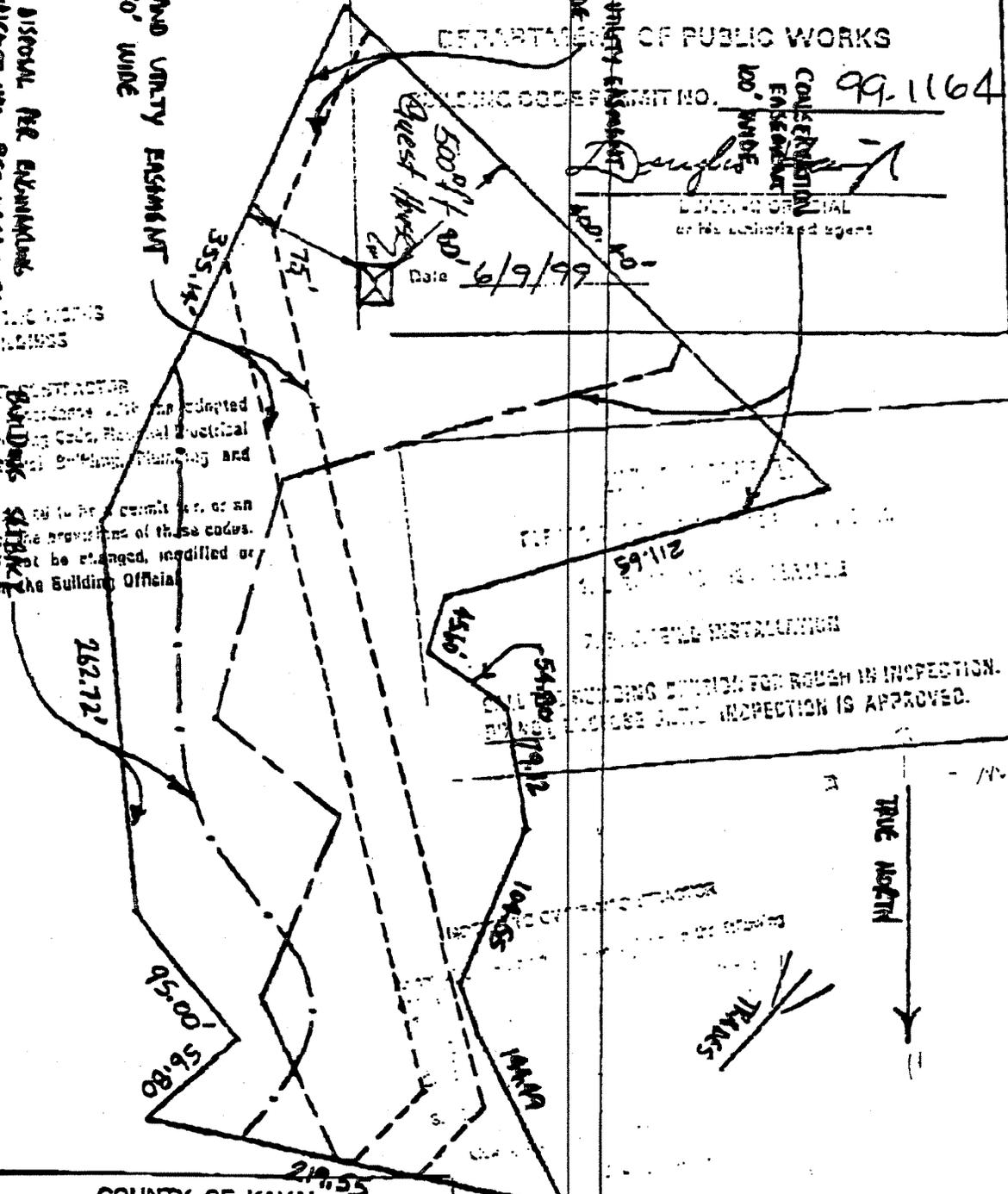
CONTRACTOR  
 BUILDING SKETCH  
 AND DRAWINGS

TMK (4) 5-2-022-015-08

1" = 100'

COUNTY OF KAUAI  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 BUILDING PERMIT REVIEW  
 Signature: Pratap K. D.  
 DATE: 5/18/99

COUNTY OF KAUAI  
 DEPARTMENT OF PUBLIC WORKS  
 BUILDING CODE PERMIT NO. 99-1164  
 ENGINEER: Douglas J. [Signature]  
 LICENSE NO. 100  
 DATE: 6/9/99  
 LEVEL: 10  
 or his authorized agent



21.65  
 59.12  
 BUILDING DIVISION FOR REVIEW IN INSPECTION.  
 THESE DATA INSPECTION IS APPROVED.

APPROVED  
 JOB SITE COPY  
 BLDG. DIV., P/W, COUNTY OF KAUAI

TRUE NORTH

THANKS

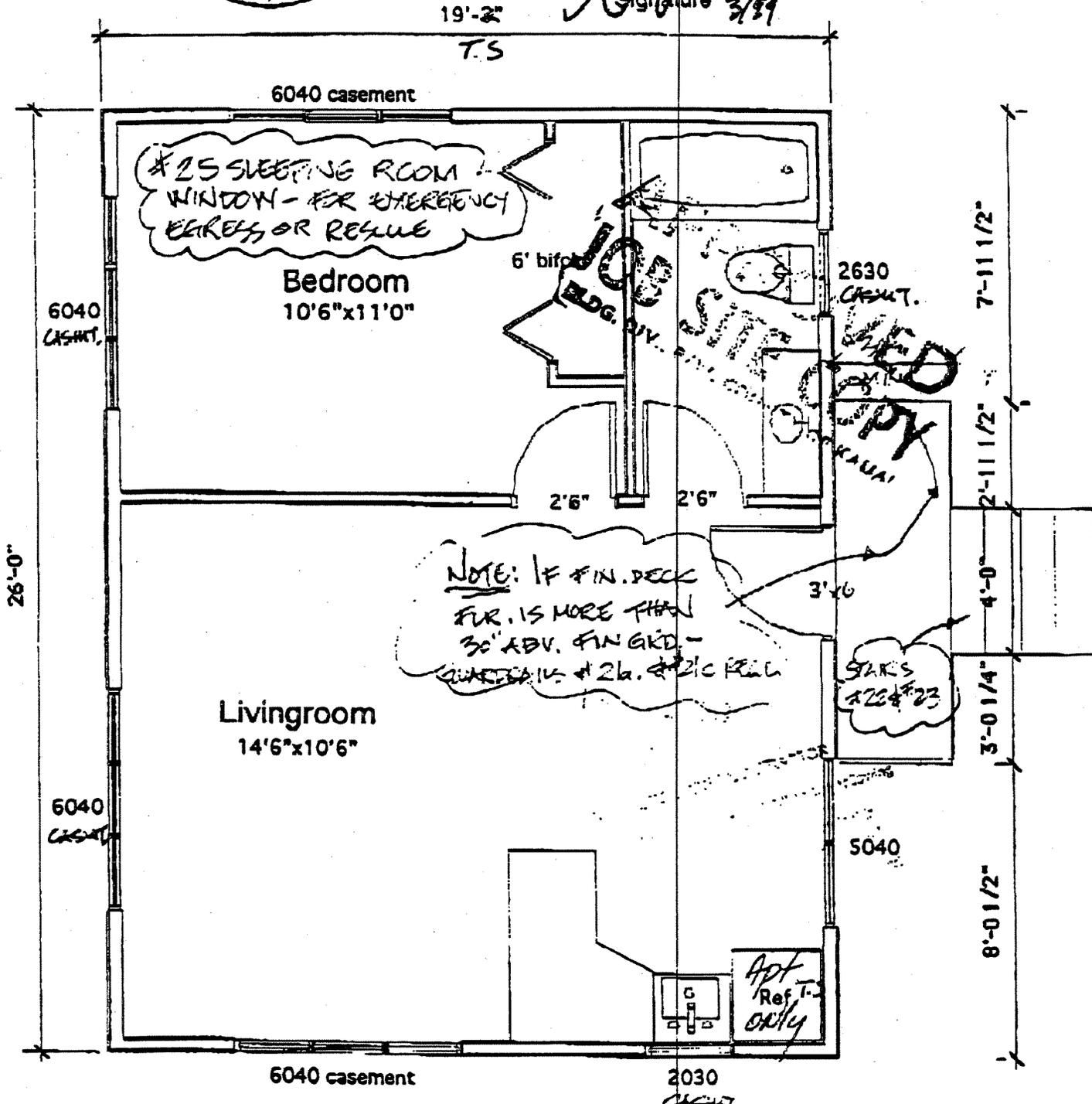
SCALE: 40

40 SCALE



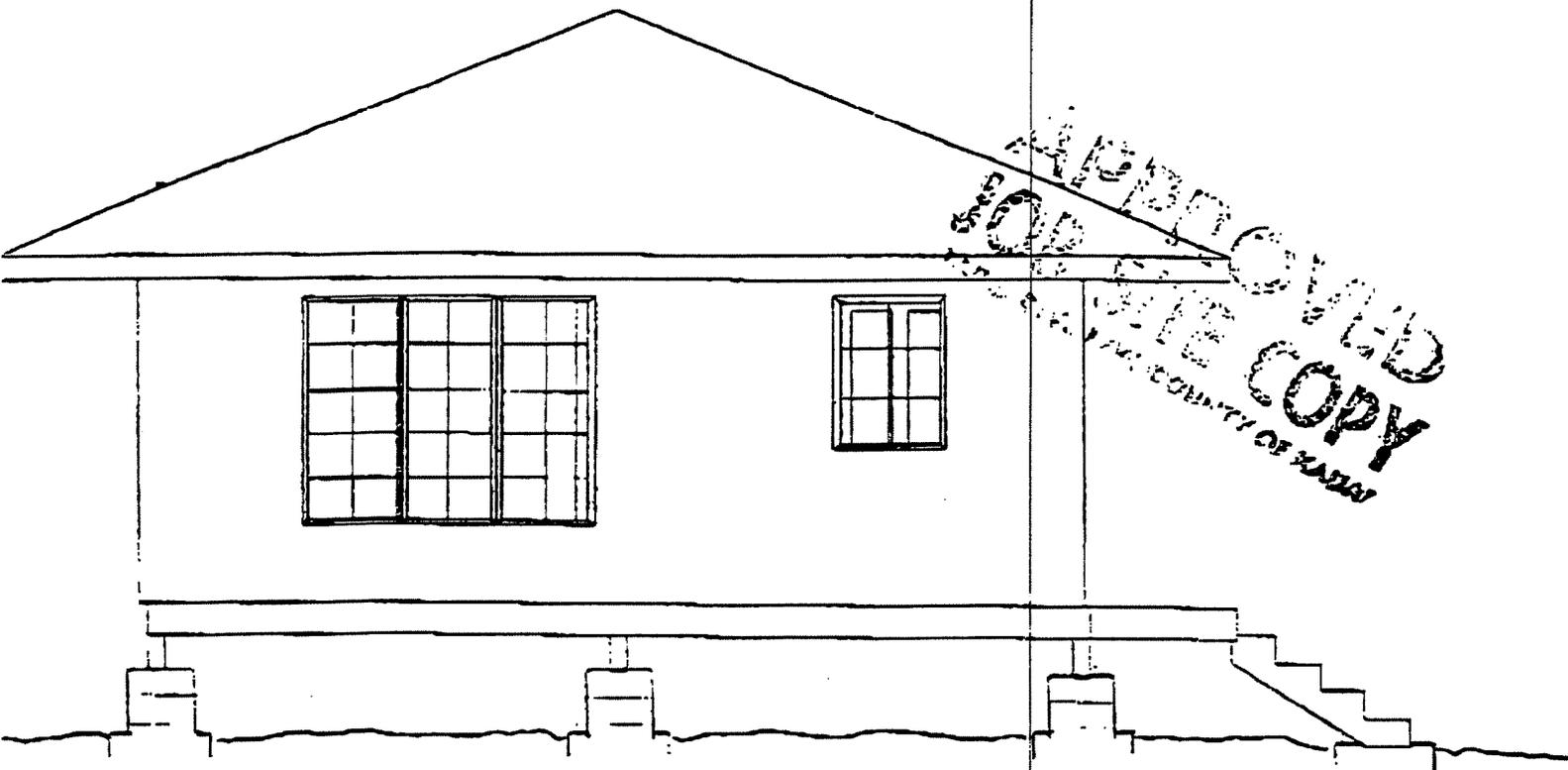
This work was prepared by me or under my supervision and construction of this project will be under my observation.

*[Signature]*  
Signature 3/89



#17 GAS VTR. HTR  
EXTERIOR INSULATION  
ONLY W/ #30

# FLOOR PLAN 1/4" = 1'0"

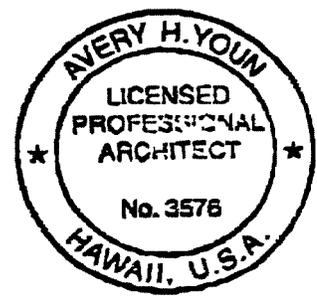


APPROVED  
FOR THE COUNTY OF HAWAII  
COPY

# West Elevation

PLAN 12-1-1977

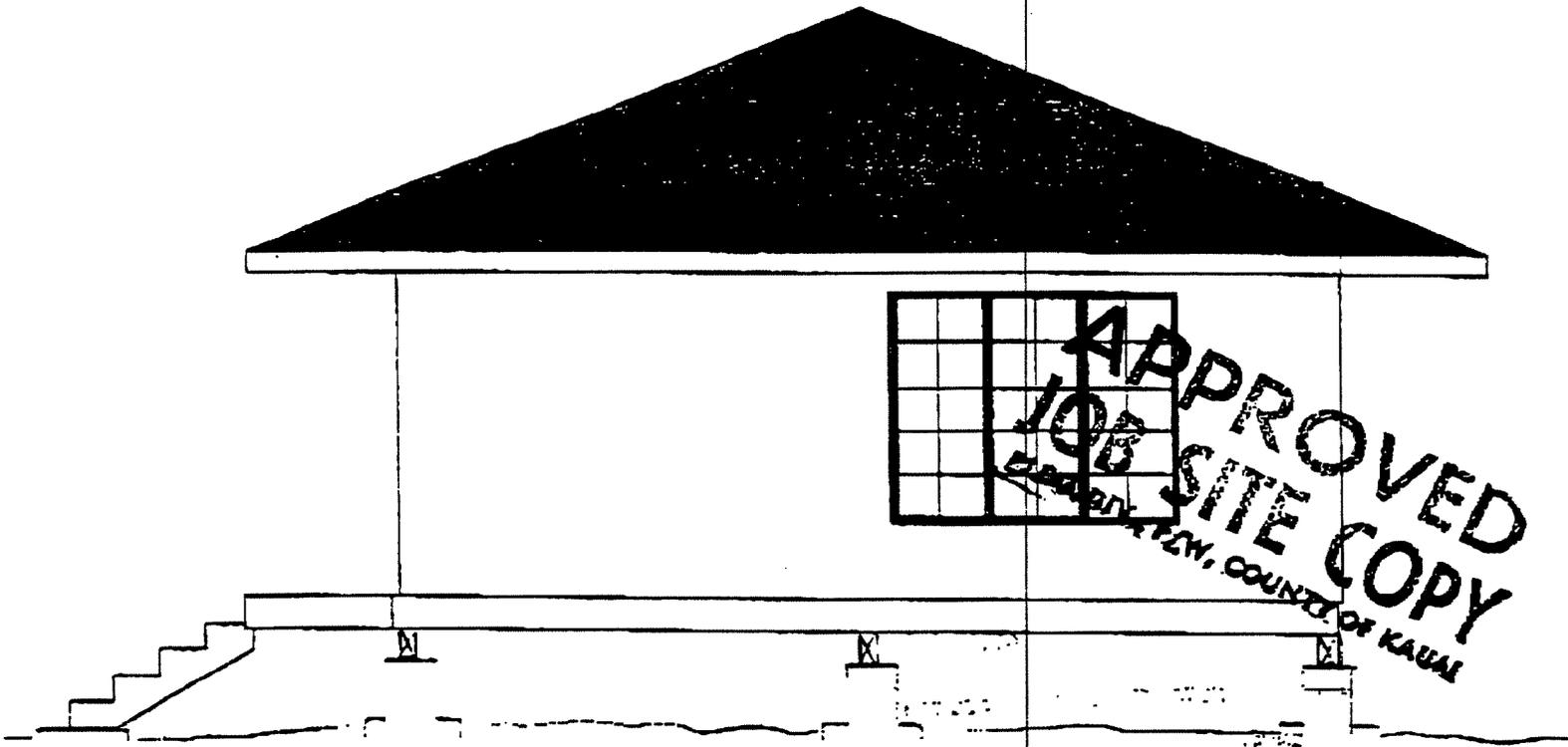
APPROVED FOR THE COUNTY OF HAWAII  
BY THE BOARD OF ARCHITECTS  
ON 12-1-1977  
AT HONOLULU, HAWAII



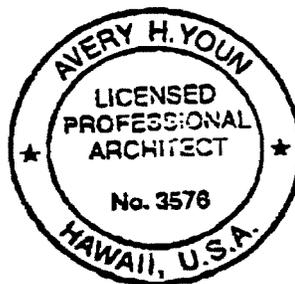
This work was prepared by me  
or under my supervision and  
construction of this project  
will be under my observation.

*[Handwritten Signature]*  
Signature 3/17



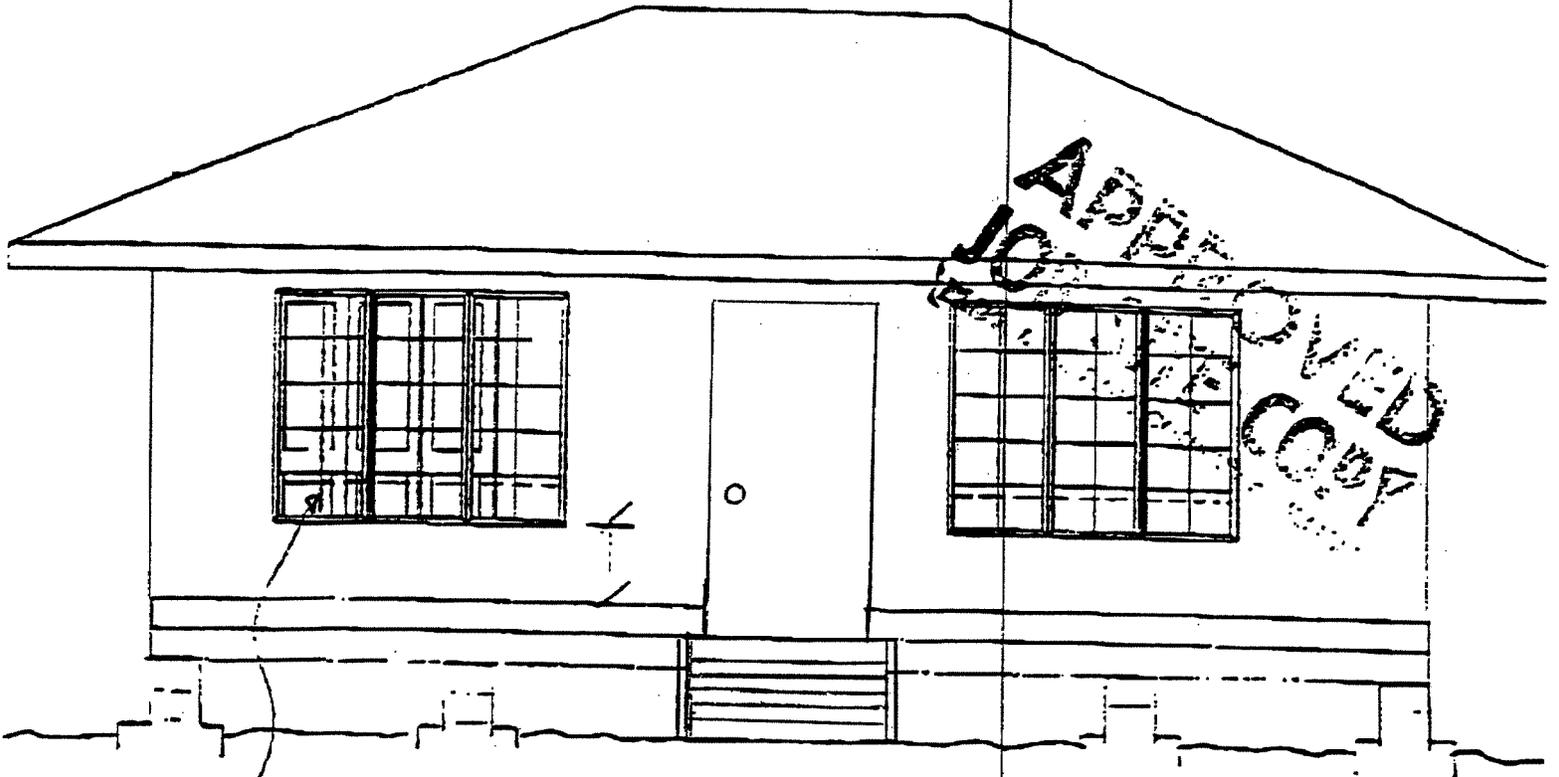


# East Elevation



This work was prepared by me or under my supervision and construction of the project will be under my supervision.

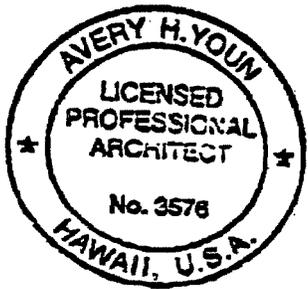
*[Handwritten Signature]*  
Signature 5/19



GUARDRAIL # 2(b. (TYPICAL)

Any openings or portions of openings which are less than 30 inches above a floor shall be provided with at least one guardrail between 30 inches and 36 inches above the floor when such openings are located on floors more than 30 inches above the adjacent grade or a finished floor. Other equal or better barriers may be used to prevent a person from falling through such openings.

# South Elevation



This work was prepared by me or under my supervision and construction of this project will be under my observation.

*Avery H. Youn*  
Signature 3/99

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

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

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

The Declaration for this condominium is:

- Proposed  
 Recorded - Bureau of Conveyances: Document No. 95-050496  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]: See Page 6a.

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

The Condominium Map for this condominium project is:

- Proposed  
 Recorded - Bureau of Conveyances Condo Map No. 2235  
 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]: Amended as per the Second and Third Amendments to Declaration as shown on Page 6a.

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. 95-050497  
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]:

First Amendment to Declaration of Condominium Property Regime of Aloha Aina dated July 27, 1995, recorded a Document No. 95-097247.

Second Amendment to Declaration of Condominium Property Regime of Aloha Aina and Condominium Map No. 2235 dated May 1, 1996, recorded as Document No. 96-060571.

Third Amendment to Declaration of condominium Property Regime of Aloha Aina and Condominium Map No. 2235 dated June 22, 1999, recorded as Document No. 99-099302.

Fee Owner: See Page 10a  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

Lessor: 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. Number of Buildings: 6 Floors Per Building 1

Exhibit "C" contains further explanations.

3. Principal Construction Material:

Concrete  Hollow Tile  Wood

Other \_\_\_\_\_

4. Uses Permitted by Zoning:

	No. of Apts.	Use Permitted By Zoning		No. of Apts.	Use Permitted By Zoning
<input type="checkbox"/> Residential	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Agricultural	<u>1*</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Other: <u>5</u>	<u>5</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

\*Proposed Guest House

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

Yes  No

**Fee Owners:**

Unit 1  
Pamela M. Lorentz  
Richard A. Lorentz  
360 Orchard Road #04-09  
4th Floor, International Building  
Singapore 0923

Unit 2  
Marilyn A. Mach  
P.O. Box 625  
Kilauea, Hawaii 96754

Units 3 & 6:  
Tim Star  
Ruby Star  
P.O. Box 959  
Kilauea, Hawaii 96754

Unit 4:  
Camera Obscura, Trustee  
332A Second Avenue  
San Francisco, California 94118

Unit 5:  
Andrea Rita Mach  
2407 Ward Street, #3  
Berkeley, California 94705

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:

Dogs, cats and other typical household pets are permissible in

Pets: reasonable numbers and reasonable conditions.

Number of Occupants: No single family residence shall be used for living purposes by more persons than the single family residence was designed to accommodate.

Other: Special use restrictions are as contained in the Declaration of Protective Covenants, Conditions and Restrictions for Kalihiwai

There are no special use restrictions. Ridge, a summary of which is attached hereto as Exhibit I.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Barh	Net Living Area (sf)*	Net Other Area (sf)	Storage Sheds (sf)
1	1	0/0	0	0	24
2	1	0/0	0	0	24
3	1	0/0	0	0	24
4	1	0/0	0	0	24
5	1	0/0	0	0	24
6*	1	1/1++	438++	0	0
Total Number of Apartments: <u>6</u>			*proposed guest house not yet built		

\*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: Per Article II of the Declaration of Condominium Property Regime, the boundaries of each apartment shall be the outer surface of the entire building. Wires or conduits, pipes or any utility lines running over, under or through any apartment which are utilized for or serve more than one unit shall not be deemed a part of the apartment, the same being deemed common elements.

Permitted Alterations to Apartments: Permitted alterations to apartments are as allowed by County of Kauai zoning ordinances and recorded restrictions on the project, if any. Upon construction of each permanent improvement, an amendment to the Declaration of Condominium Property Regime will be required to disclose actual improvements as a matter of public record.

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 "F".

as follows:

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

described in Exhibit "C".

as follows:

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

Exhibit "F" describes the encumbrances against the title contained in the title report dated November 26, 1999 and issued by First Hawaii Title Corporation.

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

Units 1, 2, 3, 4 and 5 storage sheds received final building department approval on March 29, 1995.

Proposed Unit 6 guest house estimated completion date is January 31, 2001.

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):

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 Declaration of Protective Covenants, Conditions and Restrictions for Kalihiwai Ridge, a summary of which is attached hereto as Exhibit I; Farm Dwelling Agreement.

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

This Public Report is a part of Registration No. 3339 filed with the Real Estate Commission on May 3, 1995.

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

YELLOW paper stock       WHITE paper stock       PINK paper stock

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

TIM STAR

Printed Name of Developer

By: Tim Star  
Duly Authorized Signatory\*

12/9/99  
Date

TIM STAR, DEVELOPER

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai  
Planning Department, County of Kauai

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

(NOT TO SCALE)

EXHIBIT "A"

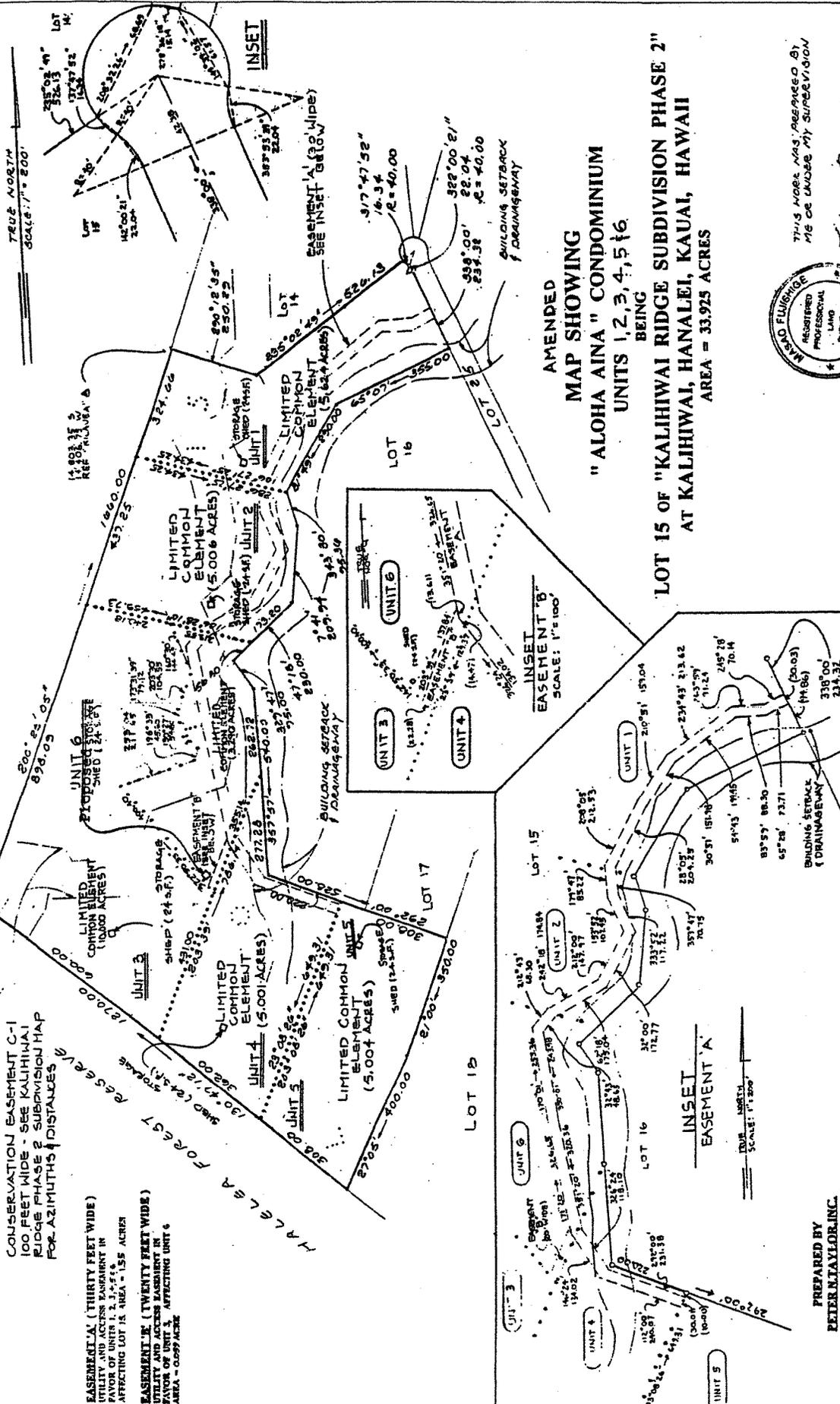
C. C. A.M. 8557-D : 39

NOTE: UNDEVELOPED ADJACENT PROPERTY WAS DETERMINED BY DATA SUPPLIED IN THIS MAP FROM THE ISLAND OF MOLOKAI, HAWAII.

CONSERVATION EASEMENT C-1  
100 FEET WIDE - SEE KALIHIWAI  
RIDGE PHASE 2 SUBDIVISION MAP  
FOR AZIMUTHS & DISTANCES

EASEMENT A (THIRTY FEET WIDE)  
UTILITY AND ACCESS EASEMENT IN  
FAVOR OF UNIT 1, 2, 3, 4, 5 & 6  
AFFECTING LOT 15 AREA - 1.55 ACRES

EASEMENT B (TWENTY FEET WIDE)  
UTILITY AND ACCESS EASEMENT IN  
FAVOR OF UNIT 3  
AFFECTING UNIT 6  
AREA - 0.099 ACRES



AMENDED  
MAP SHOWING  
"ALOHA AINA" CONDOMINIUM  
UNITS 1, 2, 3, 4, 5 & 6  
BEING  
LOT 15 OF "KALIHIWAI RIDGE SUBDIVISION PHASE 2"  
AT KALIHIWAI, HANAIEI, KAUAI, HAWAII  
AREA = 33.925 ACRES



THIS MAP WAS PREPARED BY  
ME OR UNDER MY SUPERVISION  
*Masao Fujishige*  
MASAO FUJISHIGE  
REGISTERED LAND SURVEYOR  
CERTIFICATE NUMBER 1065  
DECEMBER 6, 1994

This project does not involve the sale of individual subdivided lots. The dotted lines on the Condominium Map are for illustration purposes only. They represent either a limited common element or common element.

PREPARED BY  
PETER TAYLOR, INC.  
CONSULTING ENGINEERS  
4414 KUKUI GROVE ST., STE. 104  
LIHUE, KAUAI, HI. 96766  
PHONE (808) 245-9154  
FAX (808) 245-8928

TMK (4) 5 2-02-10

15 x 21 = 2.10 sq. ft.

**EXHIBIT C**

**SCHEDULE OF APARTMENTS AND COMMON INTERESTS**

Qty.	Unit No.	Area of Limited Common Element* (Acres)	No. of Br./Bath	Appx. Net Living Area (Sq. Ft.)	Appx. Other Area (Sq. Ft.)	% of Common Int.
1	1	5.624	0/0	0	24	20%
1	2	5.006	0/0	0	24	20%
1	3	10.000	0/0	0	24	15%
1	4	5.001	0/0	0	24	20%
1	5	5.004	0/0	0	24	20%
1	6	3.290	1/1++	438++	0	5%

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

++ Unit 6 apartment is a proposed guest house not yet built.  
 \*Note: Land areas referenced herein are not legally subdivided lots.

**END OF EXHIBIT C**

**EXHIBIT E**

**COMMON ELEMENTS OF THE PROJECT**

The common elements of the project are:

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

**LIMITED COMMON ELEMENTS OF THE PROJECT**

Certain parts of the common elements, herein referred to as the "limited common elements", are hereby designated and set aside for the exclusive use of one or more units, and such unit(s) shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside, reserved and deemed a limited common element appurtenant to and for the exclusive use of each respective unit is that certain land area upon and around which Units 1, 2, 3, 4, 5 and 6 are dated, shown and designated on the Amended Condominium Map and the table below.

<u>Unit Number</u>	<u>Area of Limited Common Element</u>	<b>Note:</b>
1	5.624 acres	<b>Land areas herein described are not legally subdivided lots.</b>
2	5.006 acres	
3	10.000 acres	
4	5.001 acres	
5	5.004 acres	
6	3.290 acres	

**END OF EXHIBIT E**

**EXHIBIT "F"**

**ENCUMBRANCES AGAINST TITLE**

1. Real Property Taxes. Check with the County of Kauai, Department of Finance, Real Property Tax Division, for detailed information.
2. DESIGNATION OF EASEMENT "C-1" (area 5.070 acres)  
PURPOSE : conservation  
SHOWN : on File Plan No. 2053
3. DESIGNATION OF EASEMENT "D-1"  
PURPOSE : drainage  
SHOWN : on File Plan No. 2053
4. DESIGNATION OF EASEMENT "W-16" (area 0.062 acre)  
PURPOSE : irrigation  
SHOWN : on File Plan No. 2053
5. SETBACK  
PURPOSE : building and drainageway  
SHOWN : on File Plan No. 2053
6. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in AGREEMENT dated March 16, 1977, recorded in Liber 12110 at Page 330, by and between the STATE OF HAWAII and C. BREWER AND COMPANY, LIMITED; re: use of land for agricultural purposes.
7. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the KALIHIWAI RIDGE DECLARATION dated October 3, 1988, recorded in Liber 22452 at Page 429, as amended and supplemented by instruments dated July 5, 1990, recorded as Document No. 90-104733, dated November 7, 1991, recorded as Document No. 91-155979, and dated August 9, 1993, recorded as Document No. 94-037305.
8. 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.

9. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in AGREEMENT TO INCORPORATE AGRICULTURAL RESTRICTIONS INTO INSTRUMENTS OF CONVEYANCE dated November 7, 1991, recorded as Document No. 91-155967, by and between C. BREWER PROPERTIES, INC. and the COUNTY OF KAUAI Planning Department.
10. INDEMNITY AGREEMENT dated September 23, 1991, recorded as Document No. 91-164222, entered into 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 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.
11. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:
 

INSTRUMENT:        DEED

DATED            :        December 5, 1991

RECORDED        :        Document No. 91-171324
12. WAIVER AND RELEASE dated --- (acknowledged February 22, 1994), recorded as Document No. 94-059006, by VIRGINIA G. MACWHINNIE; re: building permit from the Building Division of the Department of Public Works of the County of Kauai.
13. GRANT OF CONSERVATION EASEMENT dated September 17, 1993, recorded as Document No. 94-105500, by and between C. BREWER PROPERTIES, INC., a Hawaii corporation, and DEPARTMENT OF LAND AND NATURAL RESOURCES OF THE STATE OF HAWAII, by its Board of Land and Natural Resources.
14. AGREEMENT
 

DATED            :        November 4, 1994

RECORDED        :        Document No. 94-195301

BY                :        TIM STAR and RUBY STAR

WITH             :        COUNTY OF KAUAI Planning Department

RE                :        Farm Dwelling

15. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Declaration of Condominium Property Regime for "ALOHA AINA" Condominium Project dated March 6, 1995, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 95-050496, as the same may hereafter be amended in accordance with law or with said Declaration. (Project covered by Condominium Map No. 2235.)

The foregoing Declaration was amended by instrument dated July 27, 1995, recorded as Document No. 95-097247.

The foregoing First Amendment to Declaration was amended by instrument dated May 1, 1996, recorded as Document No. 96-060571.

The foregoing Second Amendment to Declaration and Condominium Map No. 2235 was amended by instrument dated June 22, 1999, recorded as Document No. 99-099302.

16. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the By-Laws of the Association of Apartment Owners of said Condominium Project dated March 6, 1995, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 95-050497, as the same may hereafter be amended.
17. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

18. RIGHT-OF-ENTRY

In Favor Of:                   CITIZENS UTILITIES  
Dated:                           June 24, 1991  
Document No.:                 91-138222  
Purpose:                       Granting of temporary easement of right-of-entry over and across portion of land described herein.

19. DECLARATION AFFECTING CONSERVATION DISTRICT LANDS

Dated:                           November 7, 1991  
Document No.:                 91-155968  
but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

20. SUBORDINATION AGREEMENT

Dated: October 14, 1996  
Document No.: 96-156971  
The foregoing Agreement was subordinated to that certain Mortgage shown as Exception No. 22.

21. FARM DWELLING AGREEMENT

By and Between: CAMERA OBSCURA, Trustee, "Applicant",  
and the COUNTY OF KAUAI PLANNING  
DEPARTMENT, "Department"  
Dated: February 16, 1996  
Document No.: 96-029162

PROSPECTIVE PURCHASERS ARE ENCOURAGED TO REVIEW FULL COPIES OF  
ALL DOCUMENTS AFFECTING TITLE CAREFULLY.

SEE PAGE 20A FOR FURTHER INFORMATION.

END OF EXHIBIT "F"

**EXHIBIT "G"**

**AMENDED DISCLOSURE ABSTRACT**

Pursuant to §514A-61, Hawaii Revised Statutes  
Registration No. 3339

1. Project Name : ALOHA AINA  
Lot 15, Kalihiwai Ridge, Phase II  
Subdivision, Kalihiwai and Kilauea,  
Hanalei, Kauai, Hawaii
2. Developer : TIM STAR  
P. O. Box 959  
Kilauea, Hawaii 96754  
(808) 828-1962
3. Real Estate Brokers :  
Unit 1 BALI HAI REALTY INC.  
P.O. Box 930  
Hanalei, Hawaii 96714  
(808) 826-6931  
  
Units 2 and 5 PACIFIC PARADISE PROPERTIES  
P. O. Box 3195  
Princeville, Hawaii 96722  
(808) 826-7211
4. Managing Agent : Self-managed by the Association of  
Condominium Owners
5. See Exhibit H to the Final Public Report for the projected  
maintenance fees. The Developer hereby certifies that the  
estimations have been based on generally accepted accounting  
principles.
6. No warranties by developer exist.
7. These units are for agricultural and permitted residential uses  
within the agricultural zone. No hotel or timeshare use is  
allowed. There will be no commercial use except those  
activities permitted by the Comprehensive Zoning Ordinance of  
the County of Kauai.
8. Since issuance of the Final Public Report for this Project, Unit  
3 was divided into two separate units, Unit 3 and Unit 6, as  
contemplated by the original Declaration. Also, Units 3 and 4  
are under development of residence with garage, which remain  
incomplete. An effective date for a Supplementary Public Report  
will be obtained prior to the sale of Unit 3, Unit 4 or Unit 6.

Developer represents that in every other respect the information  
contained in the Final Public Report remains accurate and in full  
force and effect.

In witness hereof, Developer has executed this Amended Disclosure Abstract this 30th day of November, 1999.

  
\_\_\_\_\_  
TIM STAR

---

RECEIPT

The undersigned has received a copy of the foregoing Amended Disclosure Abstract this \_\_\_ day of \_\_\_\_\_, 19\_\_.

Purchaser(s)

---

**EXHIBIT H**  
**ESTIMATE OF INITIAL MAINTENANCE FEES**  
**AND**  
**ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months =	<u>Yearly Total</u>
1, 2, 4 and 5	\$50.00	\$600.00
3	\$37.50	\$450.00
6	\$12.50	\$150.00

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

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Service

- 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

- Building
- Grounds
- Road Maintenance \$200.00 \$2,400.00
- Water Tank

- Insurance \$50.00 \$ 600.00
- Reserves (\*)
- Taxes and Government Assessments
- Audit Fees
- Other
- Management Fee

**TOTAL** \$250.00 \$3,000.00

I, Tim Star, Developer of the condominium project ALOHA AINA, hereby certifies that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

 12/7/99  
TIM STAR 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 not conducted a reserve study in accordance with Section 514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to Section 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 H**

## EXHIBIT I

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

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

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

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

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

#### ARTICLE III. THE ASSOCIATION.

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

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

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

ARTICLE V. ASSESSMENTS.

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

ARTICLE VI. USE RIGHTS AND RESTRICTIONS.

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

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

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

ARTICLE VII. REGULATION OF LAKE LOTS.

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

ARTICLE VIII. EASEMENTS.

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

ARTICLE IX. KALIHIWAI RIDGE ENVIRONMENTAL COMMITTEE.

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

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

#### ARTICLE X. INSURANCE.

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

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

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

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

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

#### ARTICLE XIII. ENFORCEMENT.

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

#### ARTICLE XIV. MISCELLANEOUS.

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

END OF EXHIBIT I