

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Clarence Henry Greff, Jr. and Patricia Ann Robinson Greff
Address P.O. Box 1135, Hanalei, Kauai, Hawaii 96714

Project Name (\*): PRINCEVILLE LOT 6
Address: 4901 Kapaka Street, Princeville, Kauai, Hawaii 96722

Registration No. 3475 (Partial Conversion)
Effective date: December 18, 2000
Expiration date: January 18, 2002

Preparation of this Report:

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

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

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

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

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

Type of Report:

- PRELIMINARY: (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report.
FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
[X] SUPPLEMENTARY: (pink) This report updates information contained in the:
[X] Final Public Report dated: May 24, 1996
[X] Supplementary Public Report dated:
And
[X] Must be read together with Final Public Report
[X] This report reactivates the Final Public Report public report(s) which expired on December 29, 1999

(\* 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. The boundary between Units A and C limited common elements has been moved, causing changes in Unit sizes for Unit A and C only, as shown on Exhibit C. This also resulted in a shortening of access and utility Easement AU-1, and the barn originally on Unit A is now part of Unit C. The foregoing are reflected on the Amended Condominium Map.
2. The voting percentages have been equalized at 1/3 or 33-1/3% for each unit of the three units.
3. Unit B was previously sold. This report covers Units A and C only.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: Clarence Henry Greff, Jr. and Patricia Ann Robinson Greff Phone: (808) 826-9126 (Business) Name\* P.O. Box 1135 Business Address Hanalei, Hawaii 96714

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\*: Developer to Sell as Owner Phone: (Business) Name See Page 20b Business Address

Escrow: Name Phone: (Business) Business Address

General Contractor\*: Name Phone: (Business) Business Address

Condominium Managing Agent\*: Name Phone: (Business) Business Address

Attorney for Developer: Name Phone: (Business) Business Address

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

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

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

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

The Declaration for this condominium is:

Proposed  
 Recorded - Bureau of Conveyances: Document No. 95-163282  
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. 2332  
 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]: See 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. 95-163283  
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]:

**AMENDMENTS TO THE DECLARATION AND CONDOMINIUM MAP FOR PRINCEVILLE  
LOT 6**

First Amendment to Declaration of Condominium Property Regime dated November 25, 1998, recorded as Document No. 98-194522; Second Amendment to Condominium Property Regime dated October 6, 2000, recorded as Document No. 2000-145093; and Third Amendment to Declaration of Condominium Property Regime dated October 30, 2000, recorded as Document No. 2000-158043.

Fee Owner: Clarence Henry Greff, Jr. and  
Patricia Ann Robinson Greff  
 Name  
P.O. Box 1135  
 Address  
Hanalei, HI 96714

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: 4 Floors Per Building: Unit A - 2  
Unit B - 2  
 Exhibit "C" contains further explanations. Unit C - 1 Farm Dwelling  
Unit C - 1 Barn

3. Principal Construction Material:

Concrete       Hollow Tile       Wood  
 Other \_\_\_\_\_

4. Uses Permitted by Zoning:

	<u>No. of</u> <u>Apts.</u>	<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>3</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	_____	<input 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:

Pets: See Article V Section 5.3(9) of the Bylaws

Number of Occupants: \_\_\_\_\_

Other All restrictive covenants are as contained in that certain Declaration of Covenants and Conditions, a summary of which is attached as Exhibit "J" of the Final Public Report.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: Unit A & B:1 Trash Chutes: 0

<u>Apt. Unit</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>A</u>	<u>1</u>	<u>2/3</u>	<u>2,751</u>	<u>1,840</u>	<u>Lanai</u>
				<u>560</u>	<u>Garage</u>
<u>B</u>	<u>1</u>	<u>4/3-1/2</u>	<u>3,848</u>	<u>1,362</u>	<u>Lanai</u>
				<u>600</u>	<u>Garage</u>
<u>C</u>	<u>1</u>	<u>4/3</u>	<u>1,868</u>	<u>512</u>	<u>Lanai/Porch</u>
				<u>326</u>	<u>Garage</u>
Total Number of Apartments: <u>3</u>				<u>440</u>	<u>Barn</u>

\* 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 as part of the apartment, the same being deemed common elements.

Permitted Alterations to Apartments: Permitted alterations to apartments are as allowed by Kauai County 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 and the Condominium Map will be required to disclose actual improvements as a matter of public record.

Apartment 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 N/A elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls:	<u>6</u>				
	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>TOTAL</u>
Assigned Units A/B	<u>2</u>				<u>6</u>
(for each unit) Unit C	<u>1</u>	<u>1*</u>			
Guest					
Unassigned					
Extra for Purchase					
Other: _____					
Total Covered & Open:	<u>6</u>		<u>0</u>	<u>0</u>	<u>6</u>

residential  
 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.  
 \*Unit C has ample area within its limited common element for parking purposes.  
 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):

In his Condition Report dated October 13, 1995, architect William H. Bess states that he inspected the exterior roofs, foundations and visible electrical and plumbing systems of the residences on Units A and B of the project. Mr. Bess found such systems and components to appear satisfactory and in good condition for the ages thereof. The expected useful life of the structures is reported to be in excess of twenty years, as of 1995.

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

There are no limited common elements in this project.

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

described in Exhibit "E".

as follows:

The portion of the land set aside for the use of each owner of a unit, as set forth in Exhibit "A", subject to the roadway and utility easement, if any.

NOTE: Land areas referenced herein are not legally subdivided lots.

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is 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 October 20, 2000 and issued by Title Guaranty of Hawaii, Inc.

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

The Farm Dwelling on Unit A is fifteen years old. The Farm Dwelling on Unit B is eleven years old. The Farm Dwelling on Unit C was constructed in 1998 and the barn, which was previously on Unit A, is nine years old.

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):

The owner of the unit upon which the guest house is actually constructed shall have the right to divide the unit and create an additional unit for the Project, so long as all costs and expenses in relation to creating the unit, including any government regulations brought into force on account of the additional unit, incurred by the Project or any of its owners, shall be paid by the owner of the unit being divided. The newly created unit with the guest house shall receive no less than 25% and no greater than 50% of the undivided interest of the unit being divided, and the total undivided interests of the Project shall not change as a result of the division. A prospective purchaser should refer to the Declaration of Condominium Property Regime, Section XXV for further information.

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
- self-managed by the Association of Apartment Owners
- the Developer or Developer's affiliate
- 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 "H"\* contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change). \*NOTE: 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.

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 \_\_\_\_\_

\*There are no maintenance fees, but the units currently divide the actual water bill with Units A and C paying 12.5% each and Unit B paying 75% based upon estimated usage. See Exhibit "G" to this Public Report.

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 Restrictive Covenants and Conditions, as amended; Farm Dwelling Agreement; Waiver and Release with the Department of Water.

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. 3475 filed with the Real Estate Commission on January 8, 1996.

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

YELLOW paper stock

WHITE paper stock

PINK paper stock

**Additional Information Not Covered Above**

**Disclosure regarding selection of Real Estate Broker**

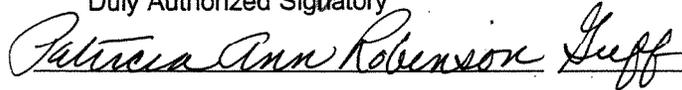
The Developer does not presently intend to use a real estate broker for the sale of apartments in the project.

In the event the Developer chooses to use a real estate broker for the sale of an apartment, prior to entering into a binding contract for such sale the Developer shall (1) submit to the Real Estate Commission a duly executed copy of a broker listing agreement with a Hawaii-licensed real estate broker, together with a duly executed disclosure abstract identifying the designated broker, and (2) provide a copy of the disclosure abstract to the purchaser together with a copy of this public report.

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

Clarence Henry Greff, Jr. and Patricia Ann Robinson Greff  
Printed Name of Developer

By:  10-6-00  
Duly Authorized Signatory\* Date

 12-13-00

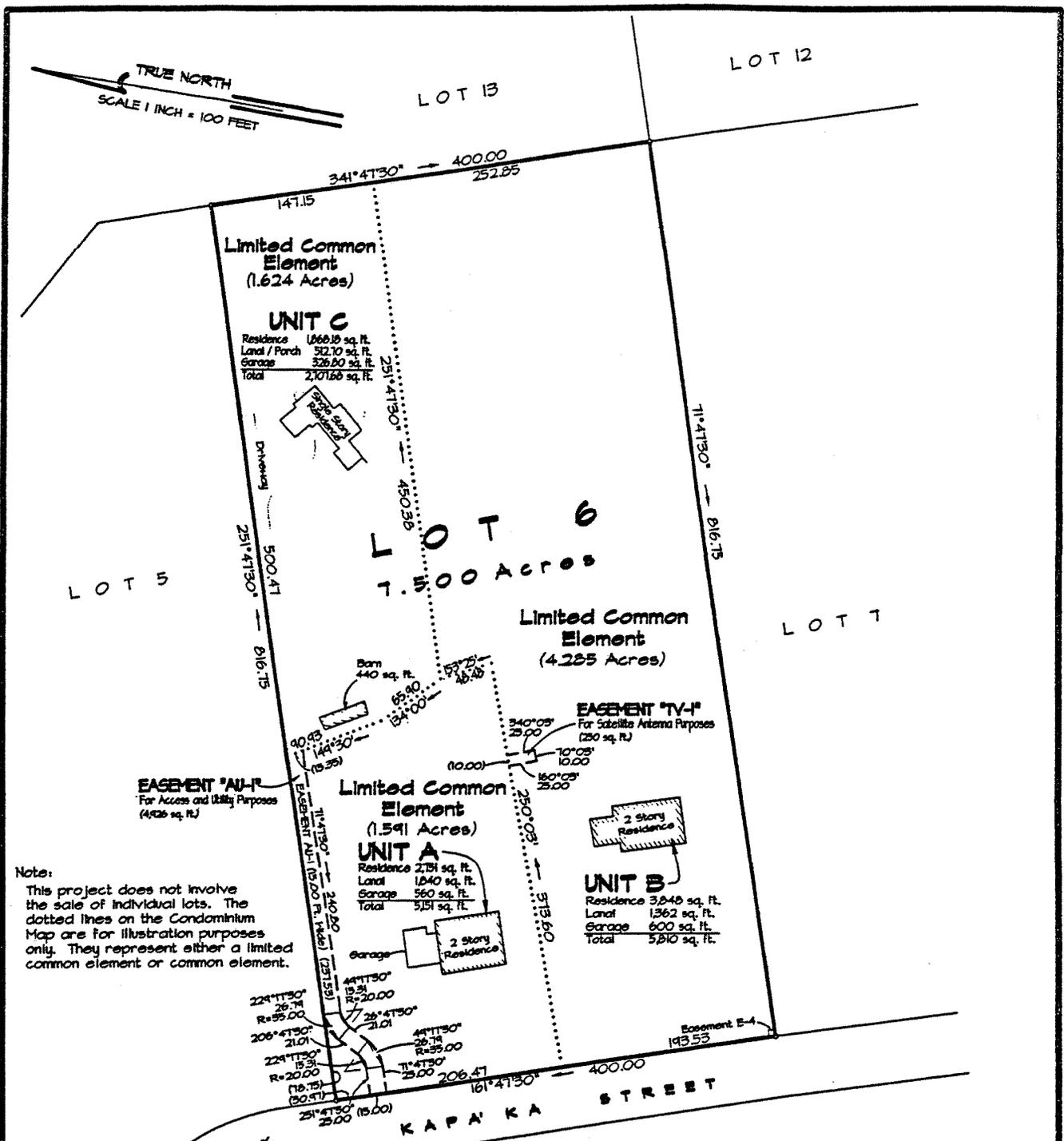
Clarence Henry Greff, Jr., and Patricia Ann Robinson Greff,  
Printed Name & Title of Person Signing Above Developers

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.***



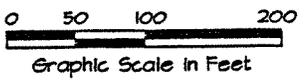
**Note:**  
 This project does not involve the sale of individual lots. The dotted lines on the Condominium Map are for illustration purposes only. They represent either a limited common element or common element.

Amended  
 Condominium Map No. 2532  
**"Princeville Lot 6"**  
 Agricultural Condominium  
 Being  
 Units A, B, and C  
 and Designating  
 Easements "AU-1" and "TV-1"  
 Being portions of  
**Lot 6**  
 Princeville at Hanalei, Parcel 3  
 (File Plan 1574)  
 at Hanalei, Halelea, Kaula, Hawaii

Prepared for:  
 Ted & Juliana Meyers  
 P.O. Box 434  
 Hanalei, HI 96714  
 September 5, 1995  
 Revised December 18, 1995  
 Revised August 30, 2000



This map was prepared by me or under my direct supervision.  
  
**RONALD J. WAGNER**  
 Licensed Professional Land Surveyor  
 Certificate Number 5074.



**Wagner Engineering Services, Inc.**  
 P.O. Box 851 Hanalei, HI 96714 (808) 826-7256

**EXHIBIT C**

**SCHEDULE OF APARTMENTS AND COMMON INTERESTS**

Common Qty.	Unit No.	Area of Limited Common Element* (Acres)	No. Br./Bath	Appx. Net Living of (Sq. Ft.)	Appx. Other Area (Sq. Ft.)	% of Area Int.
1	A	1.591	2/3	2751	1840-lanai 560-garage	33-13%
1	B	4.285	4/3-1/2	3848	1362-lanai 600-garage	33-13%
1	C	1.624	4/3	1868	512-lanai/ porch 326-garage 440-barn	33-13%

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.

**\*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) All commonly used present or future ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, sewage, irrigation and telephone;

(c) 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, referred to as the "limited common elements", have been designated and set aside for the exclusive use of one or more units, and such unit(s) have appurtenant exclusive easements for the use of such limited common elements. The limited common elements set aside, reserved and deemed a limited common element appurtenant to and for the exclusive use of each respective unit are those certain land areas upon and around which the units are located, shown and designated on the Condominium Map and the table below.

<b>Unit Number</b>	<b>Area of Limited Common Element</b>
A	1.591 acres
B	4.285 acres
C	1.624 acres

Easement AU-1 is a limited common element over Unit A in favor of Unit C, and maintenance is a shared expense between the two units.

Easement TV-1 is a limited common element television antenna easement over Unit A in favor of Unit B. Maintenance is at the expense of Unit B only.

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

**END OF EXHIBIT "E"**

EXHIBIT F

ENCUMBRANCES AGAINST TITLE

1. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT:       DECLARATION  
DATED:             November 24, 1977  
RECORDED:         Liber 12660, Page 690

2. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT:       DEED  
DATED:             December 1, 1978  
RECORDED:         Liber 13370, Page 69

The foregoing includes, but is not limited to, matters relating to the following:

"Reservation of rights to Anini Stream of the Kuleanas or Land Commission Awards to Anini and water privileges for the Government reservation near the seashore, containing an area of 21 acres, as contained in Land Patent Gent 4846"; and

"Free flowage of water in and to all streams and stream beds, if any."

3. Easement "E-4", (6 feet wide), in favor of Citizens Utilities Company for electrical transformer box purposes, as set forth in Correction Deed dated September 21, 1982, recorded in Liber 16588 at Page 76.

4. GRANT

TO:                 CITIZENS UTILITIES COMPANY  
DATED:             May 13, 1983  
RECORDED:         Liber 17251, Page 782  
GRANTING:         right of entry for electrical purposes

5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations contained in the following:

INSTRUMENT  
DATED:             July 26, 1985  
RECORDED:         Liber 18862, Page 333  
BY:                CLARENCE H. GREFF, JR. and PATRICIA A. GREFF, and  
                    COUNTY OF KAUAI  
RE:                farm dwelling

6. GRANT

TO: CITIZENS UTILITIES COMPANY  
DATED: September 16, 1985  
RECORDED: 18989, Page 231  
GRANTING: easement for electrical purposes

7. GRANT

TO: CITIZENS UTILITIES COMPANY  
DATED: November 7, 1986  
RECORDED: Liber 20255 Page 164  
GRANTING: an easement over said Easement "E-4"

8. WAIVER AND RELEASE dated March 22, 1988, recorded in Liber 21775, Page 84, regarding water service.

9. WAIVER AND RELEASE dated March 21, 1995, recorded as Document No. 95-040366, regarding building permit.

10. GRANT

TO: CITIZENS UTILITIES, a Delaware corporation  
DATED: November 7, 1997  
RECORDED: 96-134094  
GRANTING: a perpetual right and easement for utility purposes

11. SUBORDINATION AGREEMENT

DATED: September 11, 1996  
RECORDED: 96-137053

12. SUBORDINATION AGREEMENT

DATED: June 9, 1998  
RECORDED: 98-094847

13. Right of First Refusal, as set for by Declaration dated December 8, 1995, recorded as Document No. 95-163282.

14. The terms and provisions, including the failure to comply with the covenants, conditions and reservations, contained in following:

INSTRUMENT: DECLARATION OF CONDOMINIUM PROPERTY REGIME OF PRINCEVILLE LOT 6  
DATED: December 8, 1995  
RECORDED: 95-163282  
MAP: 2332 and any amendments thereto

Said Declaration was amended by instruments dated November 25, 1998, recorded as Document No. 98-194522, dated October 6, 2000, recorded as Document No. 2000-145093, and dated October 30, 2000, recorded as Document No. 2000-158043.

15. The terms and provisions, including the failure to comply with the covenants, conditions and reservations, contained in the following:

INSTRUMENT: BYLAWS OF THE ASSOCIATION OF PRINCEVILLE LOT 6

DATED: December 8, 1995

RECORDED: 95-163283

**END OF EXHIBIT "F"**

**EXHIBIT G**  
**AMENDED DISCLOSURE ABSTRACT FOR**  
**PRINCEVILLE LOT 6**

Pursuant to Hawaii Revised Statutes, Section 514(A)-61, the Developer of PRINCEVILLE LOT 6 makes the following disclosures:

1. The remaining Developers of the project is CLARENCE HENRY GREFF, JR. and PATRICIA ANN ROBINSON GREFF, P. O. Box 1135, Hanalei, Hawaii, 96714. CLARENCE HENRY GREFF, III sold his interest and no longer participates in the project.

2. Exhibit H for the report has been deleted, as there are no depreciable common elements and no common expenses for the project. Therefore no reserves are created or required under any provision of law, and no study of reserves was performed. However, Units A and C jointly maintain Easement AU-1; Unit B maintains Easement TV-1. Water is shared and, based on estimated consumption, 12.5% is paid by Units A and C and 75% is paid by Unit B and, if any party desires they may buy a water meter at their own expense or submeters will be installed as an Association expense.

3. No warranty will apply to any individual agricultural units. There are pre-existing structures on the property and no warranty will be made regarding the agricultural buildings.

4. If any condominium unit is converted to residential use, no such units will be used for both hotel and residential use; these are condominium units in which residential use is permitted, but hotel use is not.

5. There will be no commercial use except those activities permitted by the Kauai County Comprehensive Zoning Ordinance.

6. Pursuant to Section 16-107-5, Hawaii Administrative Rules, reference is hereby made to the method by which common interest has been computed for the above-referenced project. There are three units, each of which sustains structures and each of which will burden the common elements. Therefore, the common interest attributable to all Units has been changed to 33-1/3%.

7. There is no sales broker for the Project. Units will be A and C will be sold "By Owner" and Unit B was previously sold. If a broker is obtained, a listing will be filed with the Real Estate Commission and an amended Disclosure Abstract (Exhibit G).

Date: December 3, 2000.

  
CLARENCE HENRY GREFF, JR.

  
PATRICIA ANN ROBINSON GREFF

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RECEIPT

The undersigned has received a copy of the foregoing disclosure abstract this \_\_\_ day of \_\_\_\_\_, 2000.

Purchaser(s)

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