

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer RUSSELL Y. TABA, ELIZABETH E. TABA AND MATHEW A. TABA
Address P.O. BOX 904, KALAHEO, HAWAII 96741

Project Name(*): TWIN PINES
Address: LOT A-1-A-1, PORTION OF KALAHEO HOMETEADS, 2ND SERIES, KALAHEO, COUNTY OF KAUAI, STATE OF HAWAII, 96741

Registration No. 3983 (partial conversion) Effective date: September 22, 1998 Expiration date: October 22, 1999

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.

X FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission. [X] 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: [] Final Public Report dated: [] Supplementary Public Report dated:

And [] 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

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report Not Required - disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

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 RESIDENTIAL STRUCTURES ON THIS 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 government 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.

SPECIAL ATTENTION (CONCLUDED):

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.

5. Unit B was constructed with an owner builder permit and therefore is subject to the restrictions of not offering it for sale or rent within one year of completion.

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

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General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of 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: RUSSELL Y. TABA, ELIZABETH E. TABA AND MATHEW A. TABA
Name
P.O. BOX 904,
Business Address
KALAHEO, HI. 96741
Business Phone: (808) 245-5353

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

Real Estate
Broker: SLEEPING GIANT REALTY, INC. Phone: (808) 245-8831
Name (Business)
4480 AHUKINI ROAD
Business Address
LIHUE, HI. 96766

Escrow: FIRST HAWAII TITLE CORPORATION Phone: (808) 245-1608
Name (Business)
4366 KUKUI GROVE SUITE 205
Business Address
LIHUE, HI. 96766

General
Contractor: N/A Phone: _____
Name (Business)
Business Address

Condominium
Managing
Agent: SELF-MANAGED BY ASSOCIATION Phone: _____
Name OF APARTMENT OWNERS (Business)
Business Address

Attorney for
Developer: PATRICK J. CHILDS Phone: (808) 245-2863
Name (Business)
4354 KUKUI GROVE STREET, STE. 104
Business Address
LIHUE, HI. 96766

**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. 97-140176
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]: JOINDER OF MATHEW A. TABA TO THE DECLARATION AND BY-LAWS OF TWIN PINES CONDOMINIUM RECORDED ON APRIL 8, 1998 AS DOCUMENT NO. 98-047854 and FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF TWIN PINES RECORDED ON JUNE 1, 1998 AS DOCUMENT NO. 98-078196

- 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. 2603
 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 THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF TWIN PINES RECORDED ON JUNE 1, 1998 AS DOCUMENT NO. 98-078196

- 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. 97-140177
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 THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF TWIN PINES RECORDED ON JUNE 1, 1998 AS DOCUMENT NO. 98-078197

- 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 interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>100%</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 may amend the Declaration (and, when applicable, any exhibits to the Declaration and the Condominium Map) (a) as may be provided in the Declaration and (b) to file the "as built" statement required by Section 514A-12 of the Act (i) so long as such verified statement is a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment, fully and accurately depict the layout, location, apartment numbers and the dimensions of the apartments as built, or (ii) so long as the plans filed therewith involve only minor changes to the layout, location or dimensions of the apartments, as built, or any change in any apartment number.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- 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 A-1-A-1, PORTION OF KALAHEO HOMESTEADS,
2ND SERIES, KALAHEO, COUNTY OF KAUAI, STATE OF HAWAII Tax Map Key (TMK): 4/2-3-009:86

Address TMK is expected to change because _____

Land Area: 1.335 square feet acre(s) Zoning: Agricultural

Fee Owner: RUSSELL Y. TABA, Trustee, ELIZABETH E. TABA, Trustee and MATHEW A. TABA
 Name
P.O. BOX 908
 Address
KALAHEO, HI. 96741

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: 3 Floors Per Building Unit A=2 Unit B= 1

Exhibit _____ 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>2</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 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

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 lawful at one time but which does not now conform to present zoning requirements.

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

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project 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 A.

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 A.

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 _____.

as follows:

APARTMENT A COMMON INTEREST : 50%

APARTMENT B COMMON INTEREST : 50%

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 B describes the encumbrances against the title contained in the title report dated May 29, 1998 and issued by FIRST HAWAII TITLE CORPORATION

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.

[X] 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.

Type of Lien

Effect on Buyer's Interest and Deposit if Developer Defaults
or Lien is Foreclosed Prior to Conveyance

MORTGAGE

THE UNDERLYING MORTGAGE IS SUPERIOR TO AND TAKES PRECEDENCE OVER THE SALES CONTRACT. IF THE DEVELOPER DEFAULTS, BUYER SHALL LOSE HIS OPTION TO COMSUMMATE HIS PURCHASE OF THE PROPERTY AND BUYER'S MONEY SHALL BE REFUNDED 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.

2. Appliances:

NONE.

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

Apartment A was completed in 1915

Apartment B was completed on 3/31/98

H. Project Phases:

The developer [] has [X] 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):

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 D contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated February 13, 1998
Exhibit E 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, none
 - 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 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. 3983 filed with the Real Estate Commission on June 24, 1998.

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

[] YELLOW paper stock [X] WHITE paper stock [] PINK paper stock

C. Additional Information Not Covered Above

1. The condominium interest created hereby is on agriculturally zoned land and, as such, is subject to all restrictions associated therewith. This is not residentially-zoned property and the Developer does not warrant that any residence will be permitted by the County of Kauai within any specific limited common element. Agriculture properties are subject to density requirements that may change. Any such change will effect the number of allowable units that may be placed on the underlying land.
2. The project qualifies for two residences on the basis of an Additional Dwelling Unit permit issued under the "Ohana" ordinance of the County of Kauai. The project and both units thereon are subject to said ordinance as the same may be amended.
3. The project is subject to a 13-foot setback line along Waha Road as shown on map prepared by Masami Murakami, Registered Land Surveyor, attached to Declaration dated July 13, 1983, recorded in Book 17184 Page 363.
4. The project is subject to the terms of the Notice of Dedication to Permanent Home Use dated March 15, 1992, recorded as Document No. 92-052167, by the Department of Finance, County of Kauai; for a period of 10 years, effective July 1, 1992.
5. The project is subject to the Declaration of Covenants and Restrictions dated July 13, 1983. See Exhibit G of this Public Report for a full copy of this documents.

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.

RUSSELL Y. TABA, ELIZABETH E. TABA AND MATHEW A. TABA
Printed Name of Developer

By: <u></u>	<u>May 12, 1998</u>
Duly Authorized Signatory	Date
By: <u>Elizabeth E. Taba</u>	<u>May 12, 1998</u>
Duly Authorized Signatory	Date
By: <u>MatheW A. Taba</u>	<u>May 12, 1998</u>
Duly Authorized Signatory	Date

RUSSELL Y. TABA, ELIZABETH E. TABA AND MATHEW A. TABA, DEVELOPERS
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, COUNTY OF KAUAI
Planning Department, COUNTY OF KAUAI

EXHIBIT "A"

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. Common Elements. The common elements of the Project consist only of the following:

(i) all of the Land, in fee simple, subject to the division of the same as limited common elements pursuant to Paragraph 6 herein;

(ii) that certain driveway indicated on the condominium map as Roadway Easement 1, shall be utilized for access to Apartment A and for the placement of utilities to service to said apartment.

(iii) the limited common elements described in paragraph 6 below, subject to the limitations and uses provided for therein;

(iv) all pipes, wires, waste disposal systems, conduits, or other utility or service lines, drainage ditches or appurtenant drainage structures, retaining walls (if any) and yard fences, which are located outside the buildings and which are utilized for or serve more than one apartment.

2. Limited Common Elements. The limited common elements of the Project consist only of the following:

(i) that portion of the Land which is designated as Limited Common Element A, consisting of .6675 acre, on the Condominium Map, is reserved for the exclusive use of Apartment A for the support of the building and other improvements comprising Apartment A and for residential yard, driveway and parking purposes;

(ii) that portion of the Land which is designated as Limited Common Element B, consisting of .6675 acre, on the Condominium Map, is reserved for the exclusive use of Apartment B for the support of the building and other improvements comprising Apartment B and for residential yard, driveway and parking purposes;

NOTICE: This is not a subdivision. The Limited Common Elements that are reserved for the exclusive use of individual units are not subdivided parcels. As such they do not fall within the ordinances of the County of Kauai as the same pertain to subdivision nor do they derive any benefits therefrom.

EXHIBIT "B"

ENCUMBRANCES AGAINST TITLE

1. Tax Key: (4) 2-3-009-086 Taxes

For Real Property Taxes that may be due or owing, reference is made to the Director of Finance, County of Kauai.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. The terms, provisions, covenants, easements and reservations as contained in the following:

DECLARATION

Dated: July 13, 1983
Book: 17184
Page: 363

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.

4. A 13-foot setback line along Waha Road as shown on map prepared by Masami Murakami, Registered Land Surveyor, attached to Declaration dated July 13, 1983, recorded in Book 17184 Page 363.
5. Notice of Dedication to Permanent Home Use dated March 15, 1992, recorded as Document No. 92-052167, by Department of Finance, County of Kauai; for a period of 10 years, effective July 1, 1992.
6. MORTGAGE

Mortgagor: RUSSELL TABA and ELIZABETH EILEEN TABA, husband and wife

Mortgagee: BANK OF HAWAII, a Hawaii corporation

Dated: July 22, 1993

Document No: 93-123293

Principal Sum: \$96,000.00

The present amount due should be determined by contacting the owner of the debt.

7. MORTGAGE

Mortgagor: ELIZABETH EILEEN TABA, Trustee of the ELIZABETH EILEEN TABA REVOCABLE LIVING TRUST, dated April 4, 1988, as amended, RUSSELL YASUJI TABA, Trustee of the RUSSELL YASUJI TABA REVOCABLE LIVING TRUST, unrecorded trust agreement dated April 4, 1988, as amended, and MATHEW A. TABA

Mortgagee: BANK OF HAWAII, a Hawaii corporation

Dated: May 23, 1997

Document No: 97-072686

Principal Sum: \$100,000.00

The present amount due should be determined by contacting the owner of the debt.

8. The covenants, agreements, obligations, easements and other provisions as contained in the following:

DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR TWIN PINES RESIDENTIAL CONDOMINIUM

Dated: September 16, 1997

Document No: 97-140176

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.

Condominium Map No. 2603, as amended, to which reference is hereby made.

The foregoing Declaration was amended by the following:

Document No.

98-078196

Dated

May 11, 1998

JOINDER OF MATHEW A. TABA TO THE DECLARATION AND BY-LAWS OF TWIN PINES CONDOMINIUM

Dated: April 1, 1998

Document No: 98-047854

9. BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF TWIN PINES CONDOMINIUM

Dated: September 16, 1997
Document No: 97-140177
to which reference is hereby made

The foregoing By-Laws was amended by the following:

<u>Document No.</u>	<u>Dated</u>
98-078197	May 11, 1998

EXHIBIT C

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 =</u>	<u>Yearly Total</u>
A	\$50.00	\$600.00
B	\$50.00	\$600.00

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

EXHIBIT "D"

SUMMARY OF SALES CONTRACT:

The Seller intends to use the Hawaii Association of Realtors' form of Deposit Receipt, Offer and Acceptance ("DROA") as the sales contract for the sale of apartments in the Project. The sales contract contains the purchase price, description and location of the apartment and other terms and conditions under which a Buyer will agree to buy an apartment.

Among other things, the sales contract and addendum:

1. Provides a section for financing to be completed and agreed to by the parties which will set forth how Buyer will pay the purchase price.

2. Identifies the escrow agent and states that Buyer's deposit will be held in escrow until the sales contract is closed or cancelled.

3. Requires that Buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

4. Provides the following remedies, in the event of default under the sales contract:

by Buyer:

- a. Seller may bring an action against Buyer for breach of contract;
- b. Seller may retain Buyer's initial deposit;
- c. Buyer shall be responsible for expenses incurred.

By Seller:

- a. Buyer may bring an action against Seller for breach of contract;
- b. Buyer may bring an action compelling Seller to perform under contract;
- c. Seller shall be responsible for expenses incurred.

Any awards to the prevailing party in any action are subordinate to escrow's expenses.

5. Allocation of payment of closing costs.

EXHIBIT "E"

SUMMARY OF ESCROW AGREEMENT:

An escrow Agreement allows the Condominium Buyers' money to be held by a neutral party, the Escrow Agent, until the Seller can deliver good and marketable title to the Condominium. The Escrow Agreement for this project provides for, among other things:

1. That FIRST HAWAII TITLE CORPORATION is the Escrow Agent.
2. That, upon execution of a Sales Contract, the Developer shall deliver all money received over to the Escrow Agent.
3. That there shall be no disbursement of the purchaser's deposit until: [a] Escrow receives a copy of "Receipt for Public Report(s) and Notice of Right to Cancel", in the form specified by Section 514A-62 of the Condominium Act for the Final and any Supplementary Public Reports, executed by the purchaser; [b] Escrow has received a certification that the requirements of Section 514A-39 and 514A-63 have been met and [c] until the purchaser's apartment deed is filed in the Bureau of Conveyances of the State of Hawaii.
4. That the Buyer shall receive all public documents relating to the project.
5. That a Buyer's money shall be returned to him under the following conditions: [a] Escrow receives a written request from the Developer and purchaser for the return of purchaser's funds or [b] Developer and purchaser notify Escrow of a rescission or [c] Developer and purchaser notify Escrow that the conditions for a refund under Sections 514A-62 and 514A-63 of the Condominium Act have been met.
6. That, upon the Seller providing good title to the Condominium, the Buyer's money shall be turned over to the Seller.
7. That the Escrow Agent will record with the State of Hawaii all documents requiring such.
8. That, if the Buyer is unable to perform and has money on deposit in escrow, these monies will be turned over to the Seller.

EXHIBIT "F"

CERTIFICATION OF INSPECTION OF EXISTING BUILDINGS

COUNTY OF KAUAI
PLANNING DEPARTMENT
4444 Rice Street, Suite 473, Bldg. A,
Lihue, Hawaii 96766

COPY

M E M O R A N D U M

DATE: May 14, 1998

TO: Senior Condominium Specialist
Real Estate Commission
P&VLD/DCCA
250 South King Street, Suite 702
Honolulu, Hawaii 96813

FROM:  Dee M. Crowell, Planning Director 

Subject: Certification of Inspection of Existing Buildings for

PROJECT NAME: TWIN PINES CONDOMINIUM
TAX MAP KEY: (4) 2-3-09:86

The developer of the above-mentioned condominium project has requested that this office, as an agency of the County of Kauai, review the project for compliance with all ordinances, codes, rules, regulations and other requirements of the County of Kauai (Section 514A-40 (b)(1), HRS). Subject to the disclosures and waiver (item "f" below) specified herein, we certify the following:

- a. The developer has contracted architect Avery H. Youn to certify that the existing buildings on the proposed project referred to as Units A and Unit B are in compliance with all ordinances, codes, rules, regulations and other requirements in force at the time of its construction, and to that extent, and subject to the conditions of waiver herein, the Planning Department adopts that certification as it pertains to the rules and regulations administered solely by this department.
- b. There were no variances approved for the subject property.
- c. The parcel does not contain any outstanding legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.
- d. There are no notices of violation of County Building or zoning codes outstanding according to our records.

Senior Condominium Specialist

Page 2

May 14, 1998

e. Kauai Electric and the Department of Water requested that this department inform them of new CPRs so they can provide their comments on existing facilities and on additional and future service requirements for the project. Their comments herewith enclosed.

f. WAIVER

The foregoing certification is not a warranty as to any compliance with all applicable County and State rules and regulations. The sole reason for the execution hereof is to comply with statutory requirements relating to the regulation of condominiums under Subsection a-40 (b)(1), Hawaii revised Statutes.

If you have any questions, please contact Alvin Fukushima of my staff at 241-6697

cc: PATRICK J. CHILDS

COUNTY OF KAUAI
PLANNING DEPARTMENT
4444 Rice Street, Suite 473, Lihue, Hawaii 96766

MEMORANDUM

DATE: May 8, 1998

TO: Department of Water
Ernest Y. W. Lau
Manager and Chief Engineer

FROM: Alvin Fukushima
Drafting Technician III

SUBJECT: CPR Comments - Twin Pines Condominium

MAY 14 1998
PLANNING DEPT.

Pursuant to our agreement, we are submitting the attached CPR application for your comments.

The property being proposed for CPR is identified as TMK: 2-3-09:86 which is zoned agriculture, and qualifies for 2 units per lot. The developer is proposing 2 units per lot. A map of the proposed CPR is attached for your reference.

Please submit your comments to our office by May 15, 1998. You may use the portion below to comment on or, if you wish, submit a separate letter to us.

If you have questions, please call me at 241-6677.

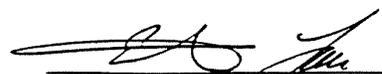
COMMENTS:

May 13, 1998

Any actual development of this area will be dependent on the adequacy of the source, storage and transmission facilities existing at that time. At the present time, the source and transmission facilities are adequate for the proposed 2-unit CPR. The storage facilities are very near capacity.

The Department will not guarantee water service will be available at the time water service is actually requested. It is the owner's responsibility to acquire water service for this development. It is recommended that the owner(s)/applicant(s) inquire on the status of the existing facilities, applicable fees and/or other conditions required by the Department of Water.

If you have any questions, please call Keith Aoki at 245-5418.


Department of Water

ENGINEER'S STATEMENT

1. Pursuant to Hawaii Revised Statutes 514 A-12, the undersigned professional engineer does hereby certify that the final plans herein, which plans are entitled **TWIN PINES RESIDENTIAL CONDOMINIUM**, fully and accurately depict the layout, location, apartment numbers, and dimensions of the apartments as built.

2. I have inspected Apartments A and B of the above referenced project and find the structure to be in conformance with the County of Kauai Building Ordinance, rules and regulations. No variance have been granted. Investigation with the County Building Department and/or records at hand have revealed that both structures received approval of final inspection.

3. I have inspected Apartment A, a building in excess of 5 years old, for structural soundness and found said building to be sound with an expected life period of 25 years or more. Additionally, the plumbing and electricity are in good order.

This is not a warranty of compliance with all rules and regulations. Only a warranty that inspection was made and no apparent violations appear to exist. No right shall accrue to any third party for subsequent discovery of any problems with code compliance or for future changes in such code(s).

Respectfully submitted,

PORTUGAL & ASSOCIATES, INC.

Yolanda Portugal-Cabral
Yolanda Portugal-Cabral

Subscribed and sworn to before me

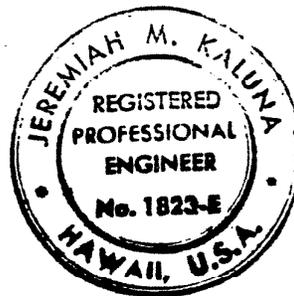
this day 31st of March, 1997.

James F. Alexander
NOTARY PUBLIC, State of Hawaii

My commission expires: 12-19-98

LS

c:taba.eng



THIS WORK WAS PREPARED BY:
ME OR UNDER MY SUPERVI-
SION

[Signature]

EXHIBIT "G"

RECORDATION REQUESTED BY:

83- 77626

83 JUN 13 A 8: 01

FOR RECORDATION, RETURN TO:

17184 363

RETURN BY: MAIL () PICKUP ()

Relating to Tax Map Key: 2-3-09-86

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RUSSELL TABA and ELIZABETH EILEEN TABA, husband and wife, whose residence and mailing address is 3524-B Waha Road, Kalaheo, Kauai, Hawaii 96741, and CHARLES TABA and RUTH NAOMI TABA, husband and wife, whose residence and mailing address is 3551 Waha Road, Kalaheo aforesaid, hereinafter called "Declarants," are the Purchasers in that certain Agreement of Sale dated October 27, 1981, with YUKAKA HAMAMOTO, as Seller, which Agreement of Sale is recorded in the State of Hawaii Bureau of Conveyances Liber 15958, Page 732; and

WHEREAS, the real property described in said Agreement of Sale is briefly described as:

Lot A-1-A, being a subdivision of Lot A-1 of the Hamamoto Tract, File Plan No. 337, portion of Grant 7032, situated at Kalaheo, (Kona), Kauai, Hawaii, containing an area of 4.33 acres;

WHEREAS, Declarants, with the consent of the said Seller, have subdivided said real property into three parcels, designated on the final Subdivision Map on file with the Kauai County Planning Department and which is attached hereto as Exhibit "A"; and

EXHIBIT "A"
EXHIBIT "1"

WHEREAS, the said three parcels are designated on the Final Subdivision Map as Lot A-1-A-1, Lot A-1-A-2 and Lot A-1-A-3, all as more fully described in Exhibits "B" "C" and "D" attached hereto and made parts hereof; and

WHEREAS, Declarants intend to develop, sell and convey Lot A-1-A-1, Lot A-1-A-2 and Lot A-1-A-3 for residential and agricultural uses and desire to impose upon said lots mutual and beneficial restrictions, covenants and conditions under a plan of development and improvement for the benefit of all of said lots;

NOW, THEREFORE, Declarants do hereby declare that said Lot A-1-A-1, Lot A-1-A-2 and Lot A-1-A-3 are and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following declarations:

1. Lot Use. No lot shall be used except for uses permitted within the "A" Agricultural District as restricted and defined by Chapter 205, Hawaii Revised Statutes, and the State Land Use Commission Rules and Regulations, as amended. Only farm dwellings, defined 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," shall be permitted.

2. Maintenance of Lot. The owner of each lot shall at all times maintain said lot in a good, neat and clean condition so as to prevent it from becoming overgrown with grass and weeds, unsightly, unsanitary or a hazard to health. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

3. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently; no metal shacks shall be allowed.

5. Used Construction Materials and Buildings. No used or secondhand lumber or other material shall be used or incorporated in the construction of any improvements on any lot, nor shall there be placed or maintained upon any lot any used buildings which have been moved from another location.

6. Single Family Residential Dwelling. Construction of residential improvements shall comply with all governmental laws, rules and regulations.

7. Lot Construction. No part of any lot shall be filled, excavated or otherwise altered as to grade in such manner as to adversely affect drainage of any adjoining lot.

8. Easements Within Residential Lots. All easements, if any, for installation and maintenance of utilities, drainage facilities as shown on the final map of the subdivision on file with the Kauai County Planning Department are reserved for the purpose and benefit of the subdivision. Within said easements no structure, planting (other than ground cover), or material shall be placed, grown or permitted to remain therein which may damage or interfere with the installation and maintenance of such utilities, drainage facilities and entry signs, or which may change the directional flow of drainage channels or swales. The

easement areas of residential lots, including drainage ditches and swales therein, shall be maintained in good ground cover condition by the respective owners of said lots.

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

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

11. Duration of Restrictive Covenants. The covenants herein shall run with the land and be binding on all lot owners their respective heirs, successors, assigns, and all persons claiming under them, for a period of twenty (20) years from the date this Declaration is recorded after which time said covenants shall be automatically terminated.

12. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants, which shall remain in full force and effect.

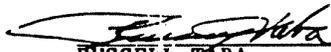
13. Captions. All captions in this Declaration are for convenience only and do not in any way limit or amplify the provisions hereof.

14. Gender and Number. The use of any gender herein shall include all genders, and the use of any number shall be construed as singular or plural, as the paragraph may require.

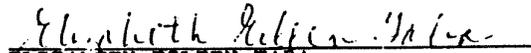
15. All of the foregoing restrictions are intended to constitute a general plan for the development and improvement and sale of said lots, and are established for the purpose of enhancing and protecting the value, desirability, attractiveness and quality of the development as a whole and each of said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

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

IN WITNESS WHEREOF, Declarants have executed this Declaration on the 13th day of July, 1983.



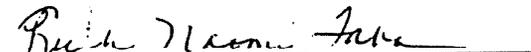
RUSSELL TABA



ELIZABETH EILEEN TABA



CHARLES TABA



RUTH NAOMI TABA

17184 368

STATE OF HAWAII,)
 : ss.
COUNTY OF KAUAI.)

On this 13th day of July, 1983, before me personally appeared RUSSELL TABA and ELIZABETH EILEEN TABA, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

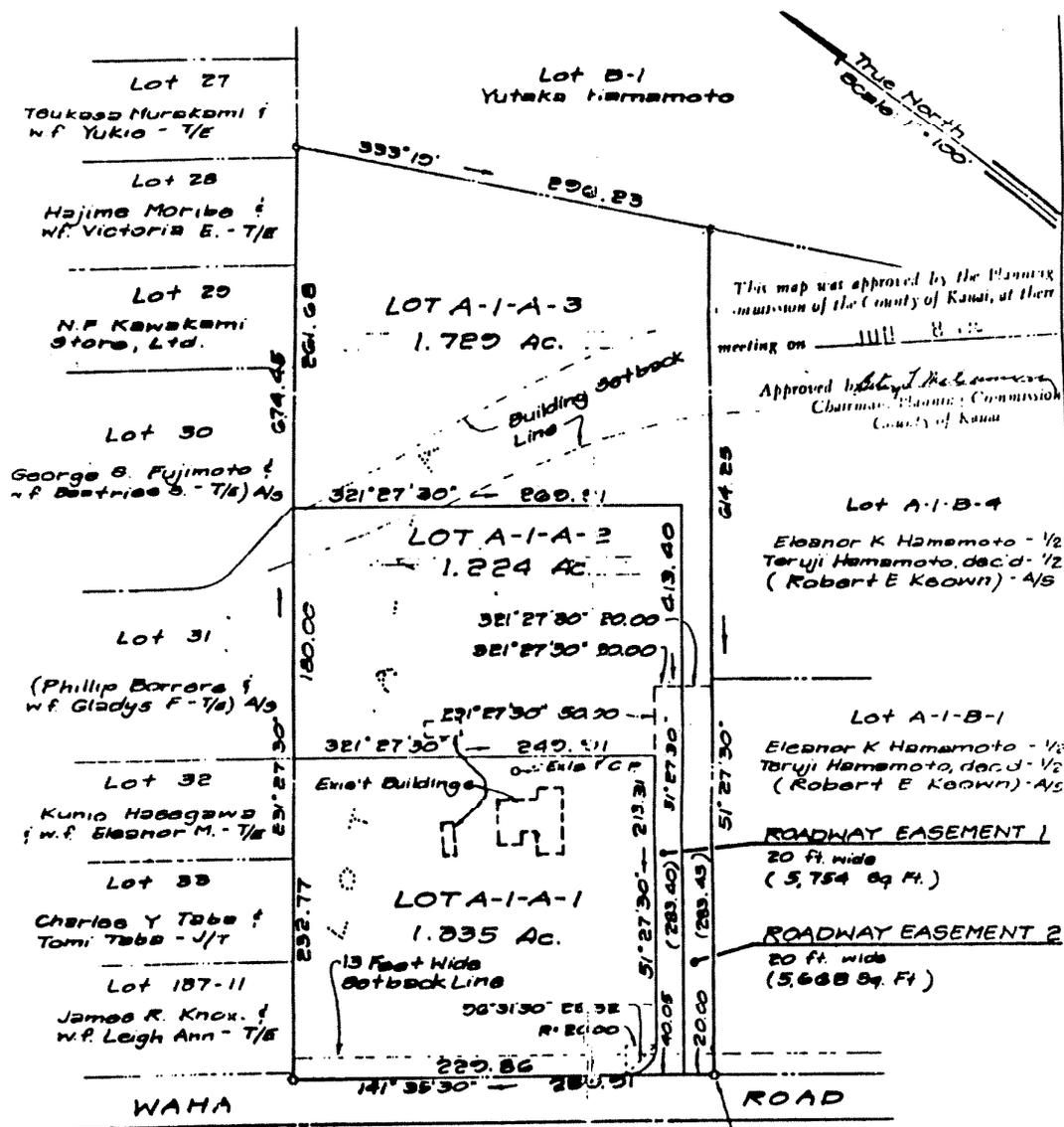
LS

Alicia S. Chung
Notary Public, State of Hawaii.
My commission expires: 3-29-86.

STATE OF HAWAII,)
 : ss.
COUNTY OF KAUAI.)

On this 13th day of July, 1983, before me personally appeared CHARLES TABA and RUTH NAOMI TABA, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Alicia S. Chung
Notary Public, State of Hawaii.
My commission expires: 3-29-86.



"SHINTANI SUBDIVISION"
1,944.40 Ft. S.
4,387.57 Ft. E.
"WAHIWA A"



SUBDIVISION OF LOT A-1-A
HAMAMOTO TRACT, F.P. No. 337
INTO
LOTS A-1-A-1, A-1-A-2, AND A-1-A-3
AND
DESIGNATION OF ROADWAY
EASEMENTS 1, AND 2
KALAHEO, (KONA), KAUAI, HAWAII

WORK WAS PREPARED BY
OR UNDER MY SUPERVISION.
Masami Murakami
Registered Certificate No. 938
Kauai, Hawaii

Owner: Charles Tabb
Russell Tabb

EXHIBIT "A"
EXHIBIT "2"

TRK 2 2 10-86

17184 370

D E S C R I P T I O N

LOT A-1-A-1

All of that parcel of land being a portion of Lot A-1-A, Hamamoto Tract, F.P. No. 337, also being a portion of Kalaheo Homesteads, Second Series, Kalaheo, (Kona), Kauai, Hawaii, and being more fully described as follows:

Beginning at a pipe at the Southwest corner of this parcel of land, the same being on the North boundary of Waha Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 1717.23 feet South and 4207.86 feet East and running by azimuths measured clockwise from True South:

1. $231^{\circ} 27' 30''$ 232.77 feet along the East boundary of Lots 137-11, 33 and 32, being portions of Kukulolono Estate Subdivision, Kalaheo Homesteads, Second Series, to a pipe;
2. $321^{\circ} 27' 30''$ 249.91 feet along the South boundary of Lot A-1-A-2, to a pipe;
3. $51^{\circ} 27' 30''$ 213.31 feet along the West boundary of Roadway Easement 1, being a portion of Lot A-1-A-2, to a pipe;
4. Thence along the Roadway Easement 1, being a portion of Lot A-1-A-2, on a curve to the right having a radius of 20.00 feet, the chord azimuth and distance being: $96^{\circ} 31' 30''$ 28.32 feet, to a pipe;
5. $141^{\circ} 35' 30''$ 229.86 feet along the North boundary of Waha Road, to the point of beginning and containing an Area of 1.335 acres, more or less.

SUBJECT, HOWEVER, to a 13' wide setback line along Waha Road as shown on the Final Subdivision Map on file with the Kauai County Planning Department.

EXHIBIT "A"
EXHIBIT "3"

D E S C R I P T I O N

LOT A-1-A-2

All of that parcel of land being a portion of Lot A-1-A, Hamamoto Tract, F.P. No. 337, also being a portion of Kalaheo Homesteads, Second Series, Kalaheo, (Kona), Kauai, Hawaii, and being more fully described as follows:

Beginning at a pipe at the Southeast corner of the pole section of this parcel of land, the same being the Southeast corner of Roadway Easement 1, and on the North boundary of Waha Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 1928.73 feet South and 4375.54 feet East and running by azimuths measured clockwise from True South:

1. $141^{\circ} 35' 30''$ 40.05 feet along the North boundary of Waha Road to a pipe;
2. Thence along Lot A-1-A-1 on a curve to the left having a radius of 20.00 feet, the chord azimuth and distance being: $276^{\circ} 31' 30''$ 28.32 feet, to a pipe;
3. $231^{\circ} 27' 30''$ 213.31 feet along the East boundary of Lot A-1-A-1, to a pipe;
4. $141^{\circ} 27' 30''$ 249.91 feet along the North boundary of Lot A-1-A-1, to a pipe;
5. $231^{\circ} 27' 30''$ 180.00 feet along the East boundary of Lot 31, being a portion of Kukuiolono Estate Subdivision, Kalaheo Homesteads, Second Series, to a pipe;
6. $321^{\circ} 27' 30''$ 269.91 feet along the South boundary of Lot A-1-A-3, to a pipe;
7. $51^{\circ} 27' 30''$ 413.40 feet along the West boundary of the pole section of Lot A-1-A-3 and Roadway Easement 2, to the point of beginning and containing an Area of 1.224 acres, more or less.

17184 372

SUBJECT, HOWEVER, to the following:

1. No building shall be constructed within the building setback area as shown on the Final Subdivision Map on file with the Kauai County Planning Department.

2. Roadway and utility easement over, under, along and across the pole portion of said Lot (designated as ROADWAY EASEMENT 1 on the Final Subdivision Map) in favor of the adjoining Lot A-1-A-3.

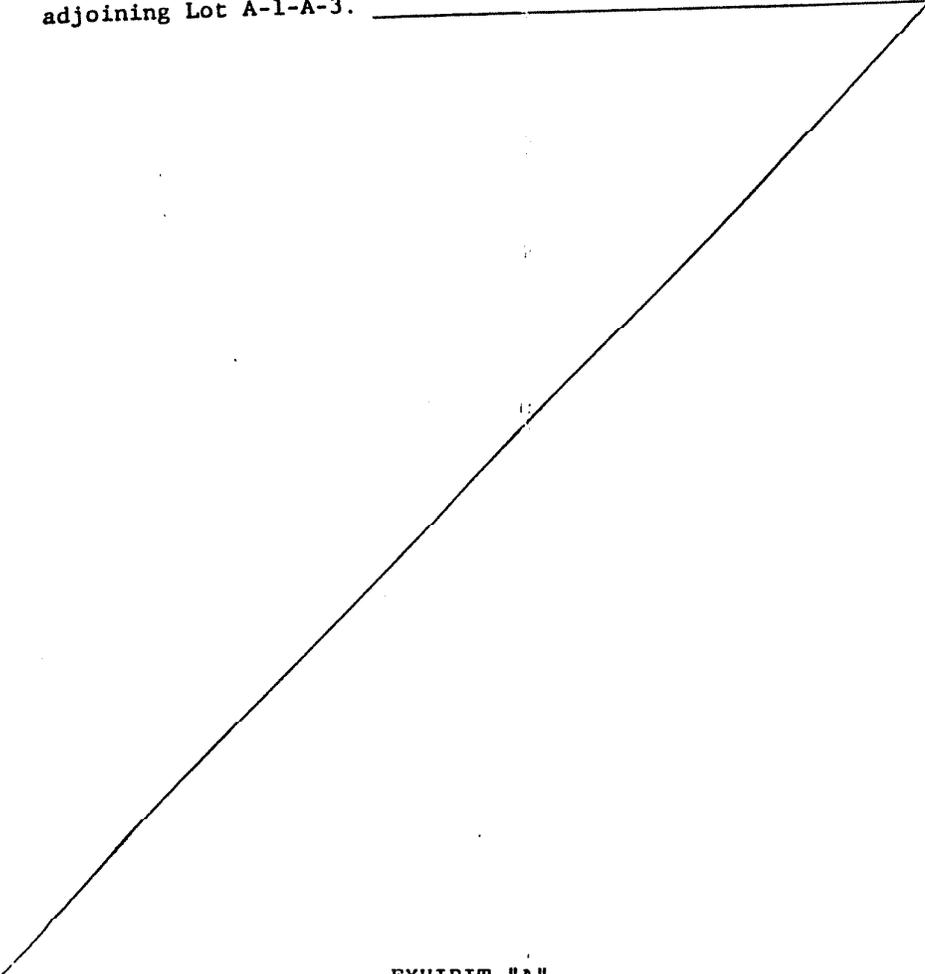


EXHIBIT "A"
EXHIBIT "4"

(Page 2 of 2)

A 1 1 0 4 3 1 3

D E S C R I P T I O N

LOT A-1-A-3

All of that parcel of land being a portion of Lot A-1-A, Hamamoto Tract, F.P. No. 337, also being a portion of Kalaheo Homesteads, Second Series, Kalaheo, (Kona), Kauai, Hawaii, and being more fully described as follows:

Beginning at a pipe at the Southeast corner of the pole section of this parcel of land, the same being the Southeast corner of Roadway Easement 2, the same being the Southwest corner of Lot A-1-B-1, Hamamoto Tract, F.P. No. 337, and on the North boundary of Waha Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 1944.40 feet South and 4387.97 feet East and running by azimuths measured clockwise from True South:

1. 141° 35' 30" 20.00 feet along the North boundary of Waha Road to a pipe;
2. 231° 27' 30" 413.40 feet along the East boundary of Roadway Easement 1 and Lot A-1-A-2, to a pipe;
3. 141° 27' 30" 269.91 feet along the North boundary of Lot A-1-A-2, to a pipe;
4. 231° 27' 30" 261.68 feet along the East boundary of Lots 30, 29, 28 and portion of 27, being portions of Kukuiolono Estate Subdivision, Kalaheo Homesteads, Second Series, to a pipe;
5. 333° 19' 00" 296.23 feet along the South boundary of Lot B-1, being a portion of Hamamoto Tract, F.P. No. 337, to a pipe;
6. 51° 27' 30" 614.25 feet along the West boundary of Lot A-1-B-4, and Lot A-1-B-1, being portions of Hamamoto Tract, F.P. No. 337, to the point of beginning and containing an Area of 1.729 acres, more or less.

EXHIBIT "A"

EXHIBIT "5"

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SUBJECT, HOWEVER, to the following:

1. No building shall be constructed within the building setback area as shown on the Final Subdivision Map on file with the Kauai County Planning Department.

2. Roadway and utility easement over, under, along and across the pole portion of said Lot (designated as ROADWAY EASEMENT 2 on the Final Subdivision Map) in favor of the adjoining Lot A-1-A-2.

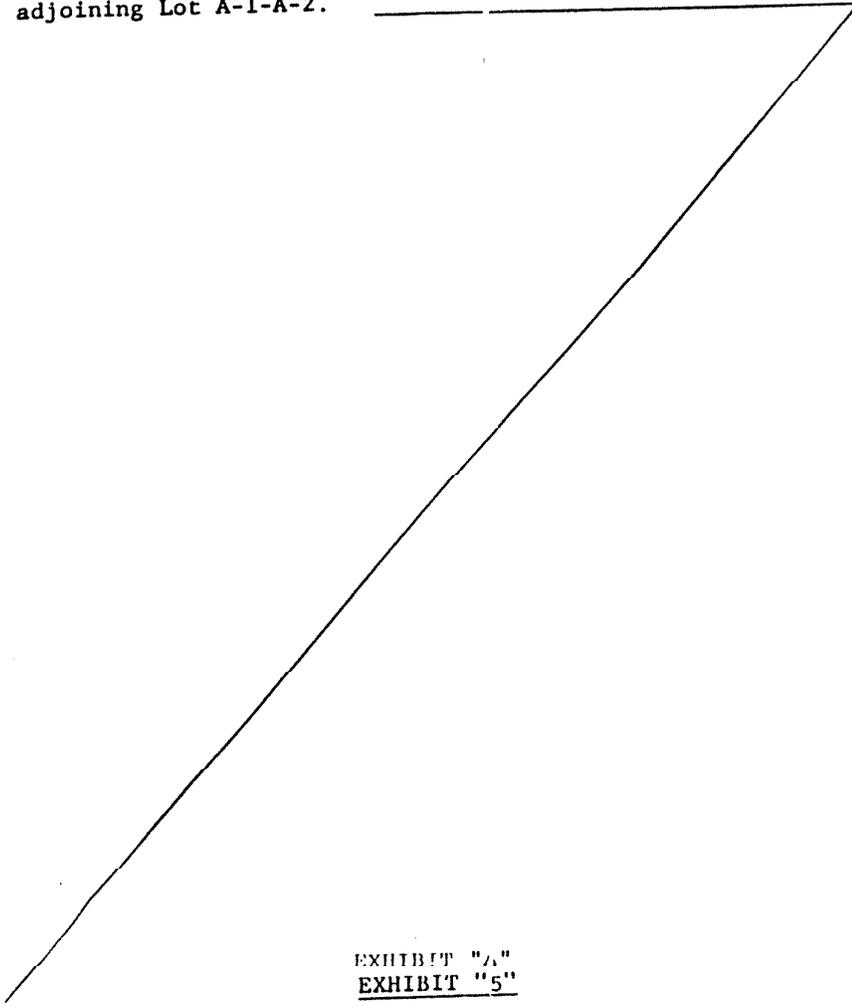


EXHIBIT "A"
EXHIBIT "5"

(Page 2 of 2)

EXHIBIT "H"

ENGINEER'S STATEMENT

1. Pursuant to Hawaii Revised Statutes 514 A-12, the undersigned professional engineer does hereby certify that the final plans herein, which plans are entitled **TWIN PINES RESIDENTIAL CONDOMINIUM**, fully and accurately depict the layout, location, apartment numbers, and dimensions of the apartments as built.

2. I have inspected Apartments A and B of the above referenced project and find the structure to be in conformance with the County of Kauai Building Ordinance, rules and regulations. No variance have been granted. Investigation with the County Building Department and/or records at hand have revealed that both structures received approval of final inspection.

3. I have inspected Apartment A, a building in excess of 5 years old, for structural soundness and found said building to be sound with an expected life period of 25 years or more. Additionally, the plumbing and electricity are in good order.

This is not a warranty of compliance with all rules and regulations. Only a warranty that inspection was made and no apparent violations appear to exist. No right shall accrue to any third party for subsequent discovery of any problems with code compliance or for future changes in such code(s).

Respectfully submitted,

PORTUGAL & ASSOCIATES, INC.

Yolanda Portugal-Cabral
Yolanda Portugal-Cabral

Subscribed and sworn to before me

this day 31st of March, 1997.

James F. McNamee
NOTARY PUBLIC, State of Hawaii

My commission expires: 12-19-98

LS

ctaba.eng



THIS WORK WAS PREPARED BY
ME OR UNDER MY SUPERVI-
SION

[Signature]