

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer MARY L. DUNN and KEVIN E. HILLS
Address P O Box 225, Kapaa, HI 96746

Project Name(*): HALE PUA
Address: Lot 167-C and Portion Lot 167-D-1-A, Kapaa Homesteads,

Registration No. 4075 Effective date: January 13, 1999
(Partial Conversion) Expiration date: February 13, 2000
Second Series, North Oloheha, Kauai, Hawaii

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: 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.
(yellow)

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

 SUPPLEMENTARY: This report updates information contained in the:
(pink)
[] 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
as Exhibit G.

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:

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: MARY L. DUNN and KEVIN E. HILLS Phone: (808) 822-3333
Name (Business)
P. O. Box 225
Business Address
Kapaa, Hawaii 96746

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

n/a

Real Estate Broker: Bob German dba Aloha Island Properties Phone: (808) 246-0334
Name / (Business)
4473 Pahee St. Ste. N
Business Address
Lihue HI 96766

Escrow: First Hawaii Title Corporation Phone: (808) 828-6812
Name (Business)
P. O. Box 507
Business Address
Hanalei, HI 96714

General Contractor: Roger D. Kinnaman as to Unit 1 Phone: (808) 332-0612
Name (Business)
P. O. Box 892 Jack Ho as to Unit 2
2425 Akoki Street
Business Address Lihue, HI 96766 (808) 245-2282
Kalaheo, HI 96741

Condominium Managing Agent: Self-managed by the Association of Apartment Owners.
Name Phone: _____ (Business)
Business Address

Attorney for Developer: STEVEN R. LEE, ESQ. Phone: (808) 246-1101
Name (Business)
4473 Pahe'e Street, Suite L
Business Address
Lihue, Hawaii 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. 98-158122
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]:

- 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. 2816
 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]:

- 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. 98-158123
Book _____ Page _____
 Filed - Land Court: Document No. _____

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

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

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

E. Changes to Condominium Documents

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

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

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

[] 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:

Lot 167-C and Por. Lot 167-D-1-A,
Address: Kapaa Homesteads, Second Series, Tax Map Key (TMK): (4) 4-4-009-020
Waipouli, No. Olohena, Kapaa, Hawaii
[X] Address [] TMK is expected to change because each unit may obtain a street address
from the Dept. of Public Works, County of Kauai

Land Area: 44,064 [X] square feet [] acre(s) Zoning: Agricultural

Fee Owner: Mary L. Dunn and Kevin E. Hills
 Name
P. O. Box 225
 Address
Kapaa, HI 96746

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: 2 Floors Per Building 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>1</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Other: <u>Shade</u> Structure	<u>1</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Yes No

5. Special Use Restrictions:

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

Household pets may be kept consistent with any applicable law or
 Pets: restrictive covenants applicable to the project, so long as they
 are not a nuisance to other owners. Developers reserve the right to keep
 Number of Occupants: _____ tropical/exotic birds.

Other: Declaration of Protective Covenants and House Rules for Hale Pua,
 a summary of which is attached as Exhibit I.
 There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

<u>Apt.</u> <u>Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net</u> <u>Living Area (sf)*</u>	<u>Net</u> <u>Other Area (sf)</u>	<u>(Identify)</u>
<u>1</u>	<u>1</u>	<u>3 / 1</u>	<u>1,272</u>	<u>469</u>	<u>garage, entry wa</u>
<u>2</u>	<u>1</u>	<u>0 / 0</u>	<u>0</u>	<u>16</u>	<u>shade structure</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 2

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

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

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

7. Parking Stalls:

Total Parking Stalls: 2

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)	<u>1</u>	<u>1*</u>	_____	_____	_____	_____	<u>2</u>
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other: <u>*Unit 2 has ample space for parking within its limited common element land area.</u>							
Total Covered & Open:	<u>2</u>		<u>0</u>		<u>0</u>		<u>2</u>

Each apartment will have the exclusive use of at least 1* parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

- Commercial parking garage permitted in condominium project.
- Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

- There are no recreational or common facilities.
- Swimming pool Storage Area Recreation Area
- Laundry Area Tennis Court Trash Chute/Enclosure(s)
- Other: _____

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

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

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

n/a

11. Conformance to Present Zoning Code

a. No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows:

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

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was 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 E.

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 E.

as follows:

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

described in Exhibit C.

as follows:

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

Exhibit F describes the encumbrances against the title contained in the title report dated Oct. 15, 1998 and issued by First Hawaii Title Insurance Company

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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgage Assignment of Mortgage	If foreclosed, Buyer's deposit shall be refunded (less any escrow cancellation fee) and the sales contract between Seller and Buyer shall be cancelled.

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:

Construction completed on November 23, 1998.

Unit 1 was built in 1984 and renovations completed in November 1998.

Unit 2 shed was completed November 1998.

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):

IV. CONDOMINIUM MANAGEMENT

A. Management of the Common Elements: The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report, is:

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

B. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

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

C. Utility Charges for Apartments:

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- None Electricity (_____ Common Elements only _____ Common Elements & Apartments)
 Gas (_____ Common Elements only _____ Common Elements & Apartments)
 Water Sewer Television Cable
 Other _____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

- Notice to Owner Occupants
 - Specimen Sales Contract
Exhibit B contains a summary of the pertinent provisions of the sales contract.
 - Escrow Agreement dated October 28, 1998
Exhibit D contains a summary of the pertinent provisions of the escrow agreement.
 - Other Specimen Apartment Deed
-

3. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

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

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. 4075 filed with the Real Estate Commission on December 1, 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

This is a condominium project, not a subdivision. Units purchased are not subdivided lots. To determine whether your expectations can be realized, you should carefully review the contents of this Report, especially Exhibit J, a summary of the recorded restrictive covenants for the subdivision within which this project is located. Among other things, the restrictive covenants govern land use, building type and materials, possession of animals, and cultivation of crops. You should also conduct your own investigations and ascertain the validity of information provided.

It is anticipated that the initial improvements on Unit 2 will be replaced by or supplemented with a farm dwelling. The prospective purchaser shall have the right to build such farm dwelling at purchaser's expense. The purchaser shall also, in such event, file the "as-built" certificate within thirty days of completion of the farm dwelling in conformance with Section 514A-12, Hawaii Revised Statutes, and record an amendment of the Declaration of Condominium Property Regime ("Declaration") to describe the farm dwelling. The County of Kauai Planning Department requires, in order to process the necessary permits for the construction of a farm dwelling and the processing of a farm dwelling agreement, authorization from at least 75% of the legal and equitable ownership of the entire project, consistent with the Declaration and the Bylaws ("condominium documents"). Except as limited specifically by the condominium documents and subdivision restrictive covenants (if any), all uses permitted in the agricultural zone are permitted. A farm dwelling may not be constructed unless a unit owner demonstrates to the County his ability to derive income from his property, established and verified prior to any building permit approval. A buyer should understand that all development and use of the property shall be in compliance with County codes and ordinances, that owners in this condominium project will not necessarily receive the same County benefits as owners of approved subdivided lots, and that owners who develop their limited common element later than others may find that land use and zoning changes or insufficient utility capacities may thwart their expectations.

Unit 1 already has a residence. Unit 2 is permitted to construct a residence as an additional dwelling unit under the Kauai County Ohana ordinance, as evidenced by the Additional Dwelling Unit ("ADU") Facilities Clearance submitted to the Real Estate Commission in the developers' application package for the final public report. Under Kauai County zoning regulations, this means that an ADU may be constructed for residential use on the property if the provisions of the ordinance are followed. You should be aware that the ordinance will expire on December 31, 1999 or sooner upon the passage of a new Comprehensive Zoning Ordinance (known as the "CZO"). A study to determine the provisions of a new CZO for Kauai is now under way, but no public announcements regarding possible changes to the Ohana provisions have been made. This does not mean that the provisions will not change, only that there has been no public announcement. In either case, it will be necessary to obtain a building permit for the construction of a residence prior to the expiration of the ordinance to be assured that a residence may be constructed on the unit with the Ohana status. The purchaser is advised to contact the Kauai County Planning Department to determine whether there is any risk to the prospective purchaser from pending or proposed zoning code changes. A purchaser who does not plan to build in the immediate future may find that passage of time or a change in the CZO will preclude any residential development of Unit 2 in this project.

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

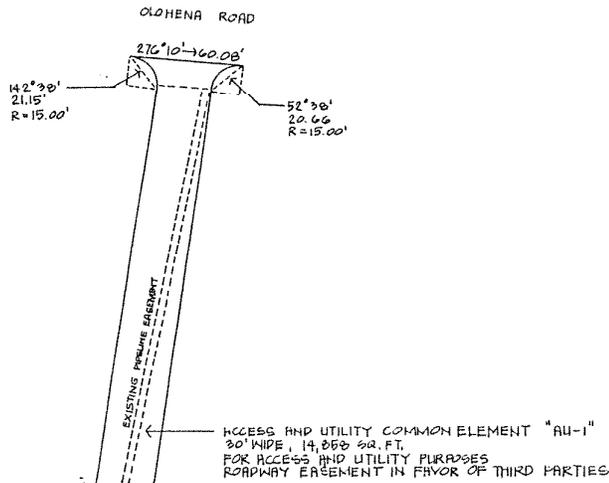
Mary L. Dunn
MARY L. DUNN
Date: 11-24-98

Kevin E. Hills
KEVIN E. HILLS
Date: 11/24/98

Distribution:

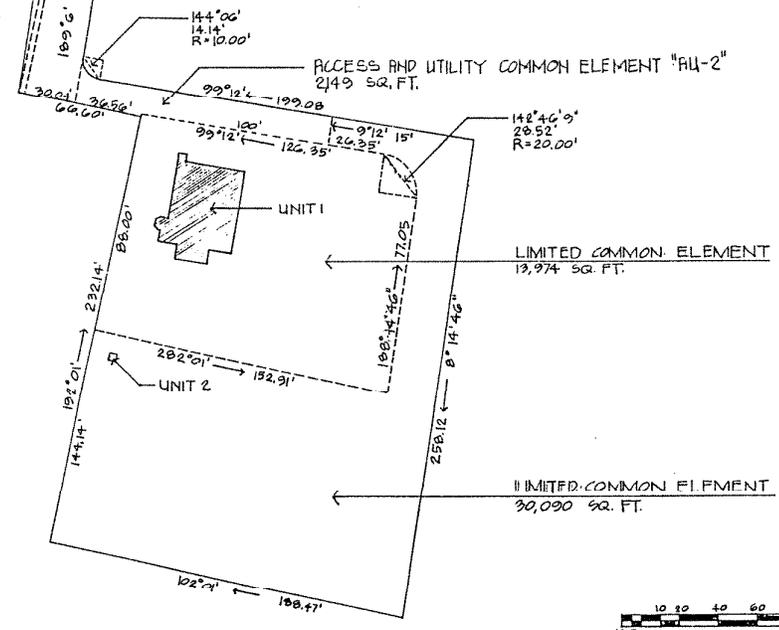
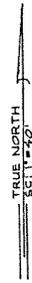
Department of Finance, County of Kauai
Planning Department, County of Kauai

EXHIBIT A
CONDOMINIUM PLOT PLAN AND LIMITED COMMON ELEMENT LOCATIONS



CONDOMINIUM MAP FOR HALE PUA
 OLOHENA ROAD, KAPAA, KAUAI, HAWAII
 UNITS 1 AND UNIT 2
 DESIGNATION OF COMMON ELEMENTS "AU-1" AND "AU-2"
 TAX MAP KEY NO. (4)4-4-9:20

NOTE: THIS PROJECT DOES NOT INVOLVE THE SALE OF INDIVIDUAL LOTS. ANY DASH LINES ON THE CONDOMINIUM MAP ARE FOR ILLUSTRATION PURPOSES ONLY. THEY REPRESENT THE DIVISION OF EITHER A LIMITED COMMON ELEMENT OR A COMMON ELEMENT.



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE MADE UNDER MY OBSERVATION.

[Signature] 7/5/78

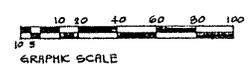


EXHIBIT B

SUMMARY OF SALES CONTRACT

The HALE PUA Sales Contract and Receipt (the "contract"), contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

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

2. The closing date for the purchase.

3. Whether, at the time of execution of the contract, an effective date for a final public report has been issued.

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

(a) That Purchaser will receive a copy of the final public report for the project.

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

(c) Seller has a right to extend the closing date by 31 days or by 31 days after the public report effective date is issued, whichever is later.

(d) After issuance of the Final Public Report effective date and Buyer's waiver of its right to cancel under Hawaii Revised Statutes Section 514A-62, Purchaser shall not have the right to rescind the contract.

(e) Purchaser has received a copy of the Escrow Agreement for the Project.

(f) If Purchaser defaults, Seller may cancel the contract or bring legal action against Purchaser to force sale, obtain money damages, or retain Purchaser's deposit money held in escrow.

(g) The unit the Purchaser is purchasing will be shown on a condominium map prior to closing and will have the right to cancel if it is different from that shown on the Exhibit A.

(h) That a deed conveying clear title will be given at closing, subject to certain obligations.

(i) The Purchaser agrees to give future easements if reasonably required for the project.

(j) The Purchaser will accept the Unit "AS-IS". Purchaser assumes all risks regarding any potential hazardous materials on the condo property or property adjoining or in the vicinity, including liability for suits by third parties. Seller is, however, unaware of any such materials, chemicals or conditions on the property.

(k) The payment of commissions, if any, is set out in the contract.

(l) Time is of the essence of the obligations of Purchaser under the contract.

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

END OF EXHIBIT B

EXHIBIT C

SCHEDULE OF APARTMENTS AND COMMON INTERESTS

Qty.	Unit No.	Area of Limited Common Element* (Sq. Ft.)	No. of Br./Bath	Appx. Net Living Area (Sq. Ft.)	Appx. Other Area (Sq. Ft.)	% of Common Int.
1	1	13,974	3/1	1,272	469	50%
1	2	30,090	0/0	0	16-shade structure	50%

Pursuant to Section 16-107-5, Hawaii Administrative Rules, reference is hereby made to the method by which common interest has been computed. There are two units, each of which will burden the common elements equally. Therefore, the assessment of undivided interest both for common expense and for voting is 50% for each unit.

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 the unit, alter or add to it in any manner deemed 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 D

SUMMARY OF PORTIONS OF ESCROW AGREEMENT

The Escrow Agreement ("Agreement") between FIRST HAWAII TITLE CORPORATION (the "Escrow"), and MARY L. DUNN and KEVIN E. HILLS (the "Seller"), contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. Whenever Seller enters into a sales contract for the sale of an apartment, Seller will require that payments due under the sales contract be made to Escrow and will deliver an executed copy of the sales contract to Escrow.

2. Escrow will receive payments under the sales contract and sums received from any other source with respect to the project. Funds held under the Agreement will initially be deposited in an account for the project. Interest on all funds will be paid to Seller.

3. Escrow will release from the trust fund and disburse Buyer's funds at closing, unless: (a) Buyer has elected within seven days of signing the sales contract to cancel and receive all funds paid, without deduction; or (b) the Real Estate Commission has not issued a Final Public Report on the project or the requirements of the sales contract have not been met; or (c) Seller has not satisfied Escrow that all other requirements of Hawaii Revised Statutes have been met.

4. Escrow will return deposited sums to the Buyer without interest if Seller and Buyer give Escrow written notice to return the funds to Buyer, if there is a right to cancellation and refund of monies under the sales contract or otherwise. If there is a cancellation under the seven-day right, no fees will be charged Buyer. Thereafter, in the event of a cancellation as a matter of agreement or right, Buyer's funds shall be returned to Buyer less Escrow's cancellation fee, if any, and all other costs incurred in connection with the Escrow, not less than \$25.00.

5. Escrow will arrange for and supervise the signing of all documents which are to be signed subsequent to and contemplated by the sales contract.

6. As Escrow's compensation for its performance under this Agreement, Escrow will receive its schedule rate for each apartment for which an apartment deed of the project is handled by Escrow and recorded in the Bureau of Conveyances of the State of Hawaii. Escrow will record all applicable documents. The cost of title insurance will be an additional amount, based upon schedule rate.

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

END OF EXHIBIT D

EXHIBIT E

COMMON ELEMENTS OF THE PROJECT

The common elements of the project are:

- (a) the land in fee simple;
- (b) the common access and utility easements AU-1 and AU-2 and the gate across AU-2;
- (c) all commonly used present or future ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, sewage, irrigation and telephone; and
- (d) any and all other future 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 is that certain land area upon and around which *UNIT NAMES* are located, shown and designated on the Condominium Map and the table below.

<u>Unit Number</u>	<u>Area of Limited Common Element*</u>
1	13,974 square feet
2	30,090 square feet

*Land areas referenced herein are not legally subdivided lots.

END OF EXHIBIT E

EXHIBIT F

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes. Check with the County of Kauai, Department of Finance, Real Property Tax Division, for detailed information.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. A perpetual pipeline easement, in favor of the County of Kauai, affecting a portion of Lot 167-C (2,141 square feet), recorded in Book 2358 Page 444.
4. Easement B, in favor of Citizens Utilities Company, affecting a portion of Lot 167-D-1-A, (466 square feet) recorded in Book 17478 Page 637.
5. Easement A, in favor of Citizens Utilities Company, affecting all of Lot 167-C (14,858 square feet) recorded in Book 17525 Page 145.

6. FARM DWELLING AGREEMENT

By and Between: Mary L. Barbaro & Lucille D. Allred,
"APPLICANT(S)", and the COUNTY OF KAUAI Planning
Department, "DEPARTMENT"

Dated: April 26, 1984
Book: 17848
Page: 188

7. A road easement, over Lot 167-C, in favor of others, recorded in Book 18219 Page 246.
8. Easement AU-1, 30 feet wide for access and utility purposes affecting Lot 2 and more particularly described as follows:

All that certain parcel of land being and Easement AU-1, 30 feet wide affecting Lot 2, being all of Lot 167-C, a roadway lot, being also a portion of Lot 167, Grant 10,556 to Samuel K. Kaahu at Kapaa Homesteads, Second Series, Waipouli and North Olohena, Kauai, Hawaii;

Beginning at the Northwest corner of this parcel of land at the South side of Olohena Road, the coordinates of which referred to Government Survey Triangulation Station "Nonou" being 5,323.97 feet North and 5,913.31 feet West and running by azimuths measured clockwise from True South:

- (1) 276° 10' 60.08 feet along Olohena Road;
- (2) Thence along Olohena Road on a curve to the left with a radius of 15.00 feet the chord azimuth and distance being:
52° 38' 20.66 feet;
- (3) 90° 06' 479.28 feet along Olohena Road, Lot 167-D-1-B, Lot 1, and over and across Lot 2;
- (4) 102° 01' 30.04 feet along Lot 167-9;

- (5) 189° 06' 474.67 feet along Lots 167-B-3, 167-B-2, 167-B-1, and 167-B;
- (6) Thence along Lot 167-B on a curve to the left with a radius of 15.00 feet, the chord azimuth and distance being:
- 142° 38' 21.75 feet to the point of beginning and containing an area of 14,858 square feet, more or less.

9. ROAD WIDENING AGREEMENT

By and Between: Patrick S. Dunn and Mary L. Dunn, "APPLICANT(S)," and the COUNTY OF KAUAI Planning Department, "DEPARTMENT"
 Dated: January 5, 1995
 Document No. 95-102499

10. FARM DWELLING AGREEMENT

By and Between: Mary L. Dunn and Patrick S. Dunn, "APPLICANT(S)," and the COUNTY OF KAUAI PLANNING DEPARTMENT, "DEPARTMENT"
 Dated: December 5, 1995
 Document No. 95-167325

11. MORTGAGE

Mortgagor: MARY L. DUNN, unmarried
 Mortgagee: BANK OF AMERICA, F.S.B., a federal savings bank
 Dated: September 15, 1997
 Document No. 97-128180
 Principal Sum: \$100,000.00
 The present amount due should be determined by contacting the owner of the debt.

The foregoing mortgage was assigned by the following:

ASSIGNMENT OF MORTGAGE

Assignor: BANK OF AMERICA, F.S.B., a federal savings bank
 Assignee: AMERICAN SAVINGS BANK, F.S.B., a federal savings bank
 Dated: December 5, 1997
 Document No. 97-169615

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

INSTRUMENT: DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "HALE PUA"
 DATED : October 15, 1998
 RECORDED : Document No. 98-158122
 MAP : Condominium Map No. 2816

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

INSTRUMENT: BY-LAWS OF THE ASSOCIATION OF CONDOMINIUM OWNERS

DATED : October 15, 1998
RECORDED : Document No. 98-158123

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

INSTRUMENT: DECLARATION OF PROTECTIVE COVENANTS AND HOUSE
RULES FOR HALE PUA

DATED : October 15, 1998
RECORDED : Document No. 98-158124

END OF EXHIBIT F

EXHIBIT G

AMENDED DISCLOSURE ABSTRACT FOR
HALE PUA

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

1. The Developers of the project are MARY L. DUNN and KEVIN E. HILLS, P. O. Box 255, Kapaa, Hawaii, 96746.

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

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

4. All of the apartments of the project are to be used for agricultural purposes only and permitted residential use within the agricultural zone. No unit will be used for hotel use; these are condominium units in which residential use is permitted, but hotel use is not. No commercial uses except as permitted by Kauai County ordinances are allowed.

5. 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 two units, each of which will burden the common elements equally. Therefore, the assessment of undivided interest both for common expense and for voting is 50% for each unit.

7. The Developer has not conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

8. The real estate broker for this Project is Bob German, dba Aloha Island Properties, located at 4473 Pahee Street, Ste. N, Lihue, Hawaii 96766. His telephone number is (808) 246-0334.

Mary L. Dunn

MARY L. DUNN

Date:

11-24-98

Kevin E. Hills

KEVIN E. HILLS

Date:

11/24/98

RECEIPT

The undersigned has received a copy of the foregoing disclosure abstract with Exhibit H this ___ day of _____, 19__.

Purchaser(s): _____

EXHIBIT H

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 =</u>	<u>Yearly Total</u>
1 and 2	\$22.50	\$270.00

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

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services		
Air Conditioning		
Electricity		
[] common elements only		
[] common elements and apartments		
Elevator		
Gas		
[] common elements only		
[] common elements and apartments		
Refuse Collection		
Telephone		
Water and Sewer		
Maintenance, Repairs and Supplies		
Road Maintenance	\$20.00	\$240.00
Building		
Grounds		
Landscaping	\$20.00	\$240.00
Management		
Management Fee		
Payroll and Payroll Taxes		
Office Expenses		
Insurance		
Reserves(*)		
Taxes and Government Assessments		
Audit Fees		
Other Miscellaneous	\$ 5.00	\$ 60.00
TOTAL	\$45.00	\$540.00

MARY L. DUNN and KEVIN E. HILLS Developers of the HALE PUA condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Mary L. Dunn
MARY L. DUNN
Date: 11-24-98

Kevin E. Hills
KEVIN E. HILLS
Date:

**Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves," the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, § Chapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. Pursuant to §514A-83.6, HRS, a new association created after January 1, 1983, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

END OF EXHIBIT H

EXHIBIT I

SUMMARY OF PROTECTIVE COVENANTS AND HOUSE RULES FOR HALE PUA

This is a summary of the recorded Declaration of Protective Covenants and House Rules ("House Rules") for the condominium Project. This is not meant to completely recite the actual provisions of the House Rules, nor to cover every issue in which a purchaser might have interest. The prospective purchaser is urged to obtain a full copy of the House Rules from the condominium Developer prior to entering into an agreement to purchase a unit in this Project.

Building Permits. The County will likely inspect the area before issuing a building permit, to ascertain that farming activities are taking place on the unit seeking to build. The developer or, thereafter, the president of the Association, shall apply for building permits for all units.

Water and Utilities. Each unit owner will be required to connect water, electricity and telephone to his/her improvements at his/her own cost and expense.

Cesspools. Each unit will be required to have its own septic system located within its own limited common element area.

Roadway. Each unit owner is responsible for clearing vegetation from his/her limited common element to the extent it enters the area of the roadway.

Farming. Units in the Project must engage in agricultural activity as a condition precedent to the ability to build or occupy a "Farm Dwelling". Farming materials and equipment shall be kept in good order and repair.

Construction. There are limits on materials and types of construction.

Pets and Farm Animals/Noise in General. There are restrictions on types and numbers of animals as well as the levels of noise and dust permissible within the Project. The developer may operate an exotic bird propagation business.

Common Area Land. The Association shall determine and control the common area land, if any.

Noxious Activities. There are restrictions regarding the spraying of chemicals and pesticides.

Common Element Expenses and Enforcement. The Association shall provide for common area expenses necessary to maintain the project in acceptable condition.

Repeal or Modification. These Covenants may be modified by an affirmative vote of the holders of 65% of the common interests in the Project.

Arbitration. Disputes concerning any unit owner, the Association, its Board, Managing Agent or the condominium documents shall be submitted to arbitration.

END OF EXHIBIT I

EXHIBIT "J"



COPY

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

M E M O R A N D U M

DATE: December 15, 1998

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

FROM: *for* Dee M. Crowell, Planning Director 

Subject: Certification of Inspection of Existing Buildings for

PROJECT NAME: HALE PUA CONDOMINIUM PROJECT
TAX MAP KEY: (4) 4-4-09:20

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 "h" below) specified herein, we certify the following:

- a. The developer has contracted architect Hedda Schmutz to certify that the existing structures on the proposed project Unit 1 and Unit 2 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 parcels 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 outstanding violations of County building or zoning codes according to our records.

Senior Condominium Specialist

Page 2

December 15, 1998

- f. The parcel is currently zoned agriculture and qualifies for (1) Farm Dwelling. For any lot where only one single-family residential dwelling or farm dwelling is a generally permitted one additional farm dwelling (ADU) may be developed, meeting all comprehensive zoning requirements and other agency rules and codes.
- g. 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.
- h. 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 514A-40 (b)(1), Hawaii revised Statutes.

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

cc: Steven R. Lee

COUNTY OF KAUAI

COUNTY OF KAUAI

'98 DEC 11 12:48 PLANNING DEPARTMENT
4444 Rice Street, Suite 473, Lihue, Hawaii 96766

PLANNING DEPT.

M E M O R A N D U M

Date	DEC 7 1998
Rec'd:	
File	
No.	
_____	Manager, Engineering
_____	Supvrsr, Engineering
_____	Systems Engineer
_____	Staff Engineer
_____	Customer Engineer
_____	Associate Engineer
_____	copy to:

DATE: December 4, 1998

TO: Kauai Electric
Attn: Debra L. Santiago

FROM: Alvin Fukushima
Drafting Technician III

SUBJECT: CPR Comments

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

The property being proposed for CPR is identified as TMK 4-4-09:20 and named Hale Pua Condominium which is zoned agriculture and qualifies for 2 units. The developer is proposing 2 units. A map of the proposed CPR is attached for your reference.

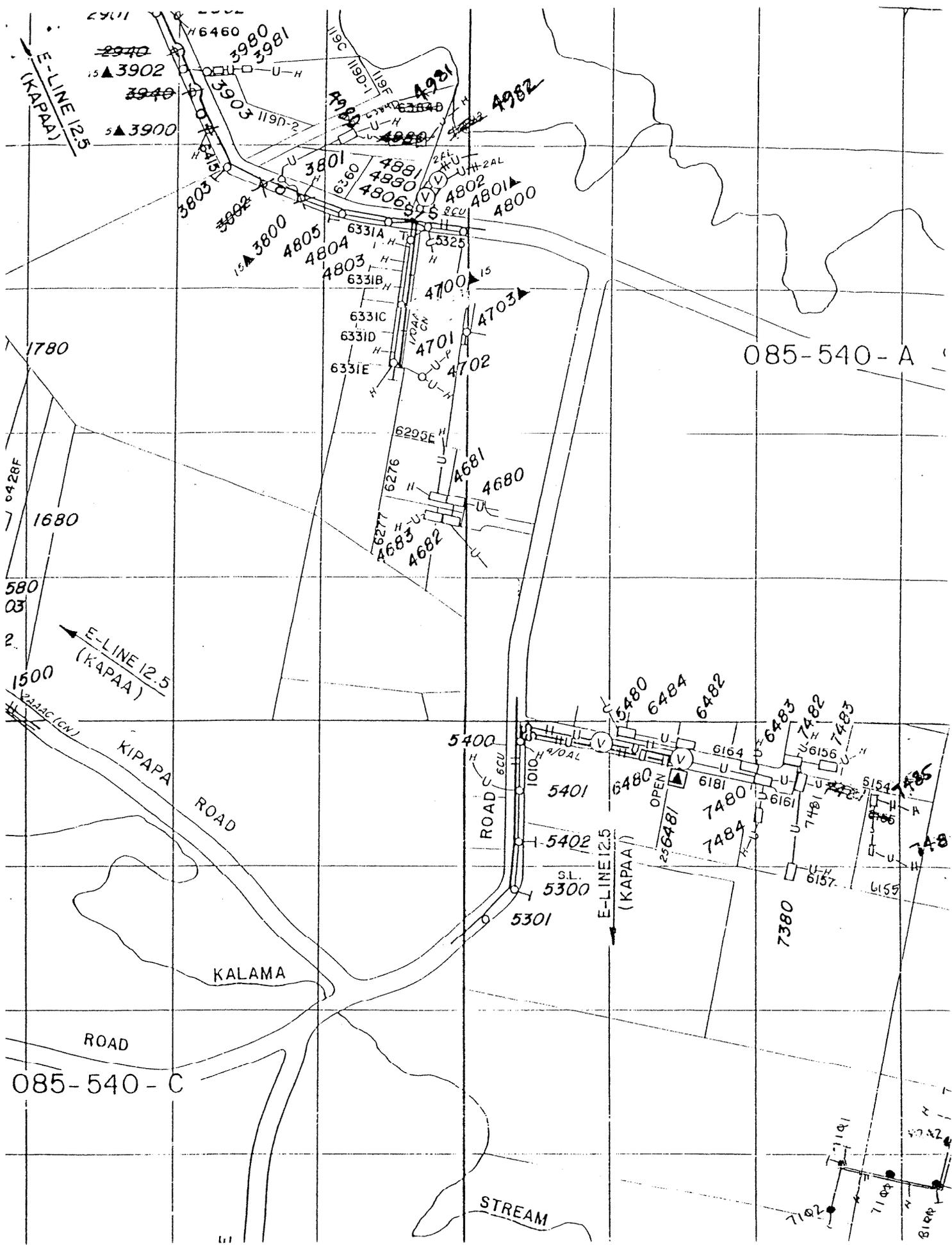
Please submit your comments to our office by December 15, 1998. You may use the portion below to comment on or if you wish, submit a separate letter to us.

If you have questions, please call me at 241-6697.

COMMENTS: IN REVIEWING THE "HALE PUA CONDOMINIUM" (2 UNITS) CPR MAP, TMK:4-4-09:20 AS WELL AS OUR KAUAI ELECTRIC FACILITY MAP (ATTACHED), WE PERCEIVE NO PROBLEMS IN DELIVERING ELECTRICAL SERVICE TO UNIT 1. UTILITY EASEMENTS WERE GRANTED TO KAUAI ELECTRIC (EXHIBITS ATTACHED). TMK: 4-4-09:10 WAS RECORDED ON 12/16/83, DOC #83141988. TMK: 4-4-09:20 WAS RECORDED ON 11/28/83, DOC #83-133357. HOWEVER TMK: 4-4-09:19 RECORDED ON 07/23/82, DOC #82 65667 SHOWS THAT THE 120' EASEMENT IS NOT SUFFICIENT TO SERVE UNIT 2.. AS INDICATED ON ATTACHED KE FACILITY MAP POLE #085-540-4702 IS AVAILABLE FOR OVERHEAD OR UNDERGROUND SERVICE FOR UNIT 1. IN ORDER TO SERVE UNIT 2 ANOTHER EASEMENT WILL BE REQUIRED. DEPENDING ON THE DESIGN DESIRED BY OWNER, A NEW POLE OR PULLBOX MAY NEED TO BE INSTALLED AS WELL. THE MAXIMUM DISTANCE FROM OUR FACILITIES TO THE METERING POINT IS 125'. FOR FURTHER INFORMATION REGARDING EASEMENTS, PLEASE CALL ALICE MIGUEL, OUR LAND AGENT AT 246-4369. FOR FURTHER INFORMATION REGARDING LINE EXTENSIONS, PLEASE CALL JACKIE HARLOW AT 246-4357 IN OUR SERVICE ASSURANCE DEPARTMENT.

JH
12/4/98 *Debra Santiago*
Kauai Electric Co.

DISTRIBUTED
DEC 10 1998



085-540-A

085-540-C

E-LINE 12.5
(KAPAA)

E-LINE 12.5
(KAPAA)

E-LINE 12.5
(KAPAA)

KIPAPA ROAD

ROAD

KALAMA

STREAM

0428F

580
03

1500

KAPAA (CN)

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3902
3940
3900

3980
3981
3903
3803

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4982
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4890
4802
4801
4800

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4803
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6331C
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6331E

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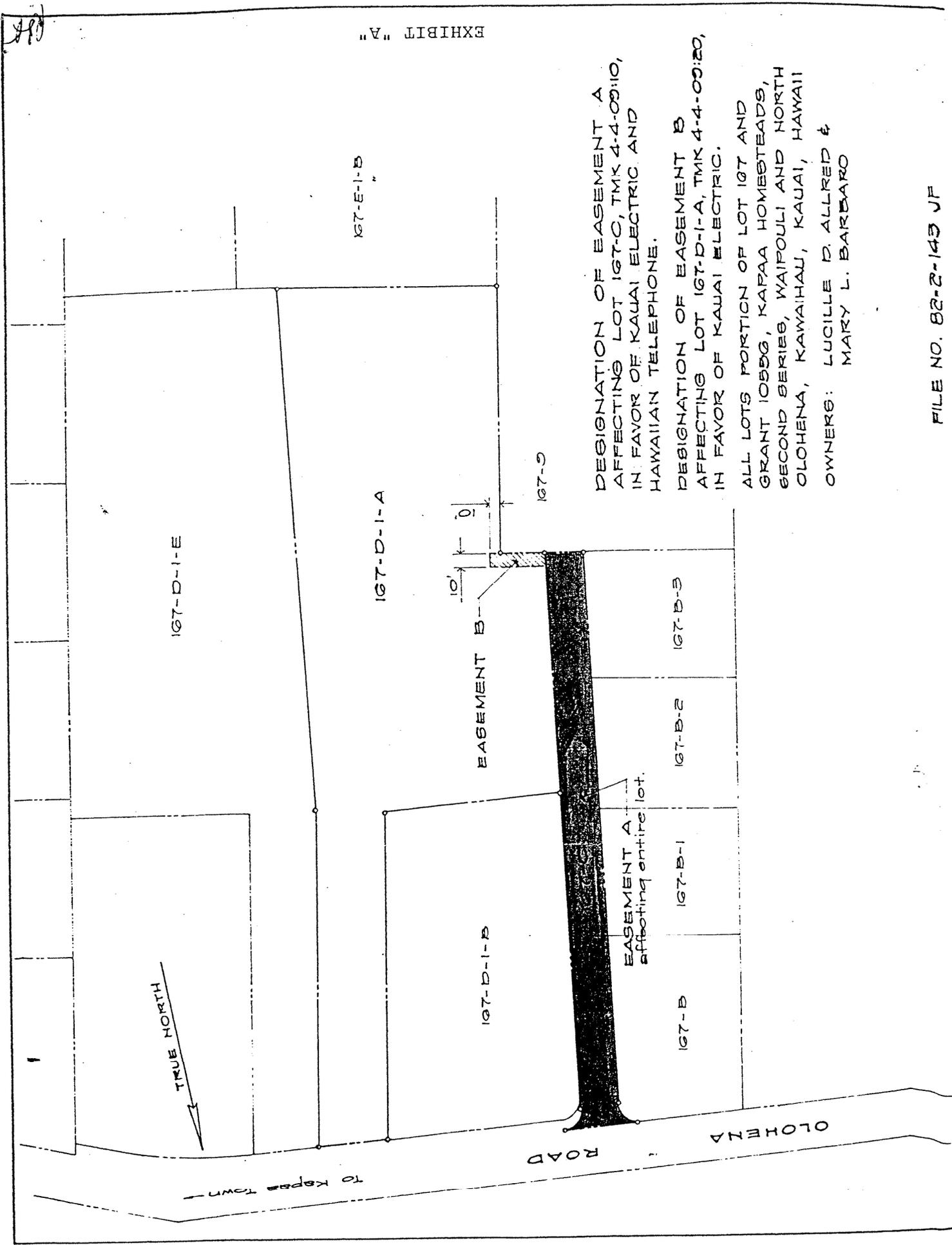


EXHIBIT "A"

167-E-1-B

167-D-1-E

167-D-1-A

EASEMENT B

167-D-1-B

EASEMENT A
affecting entire lot.

167-B

167-B-1

167-B-2

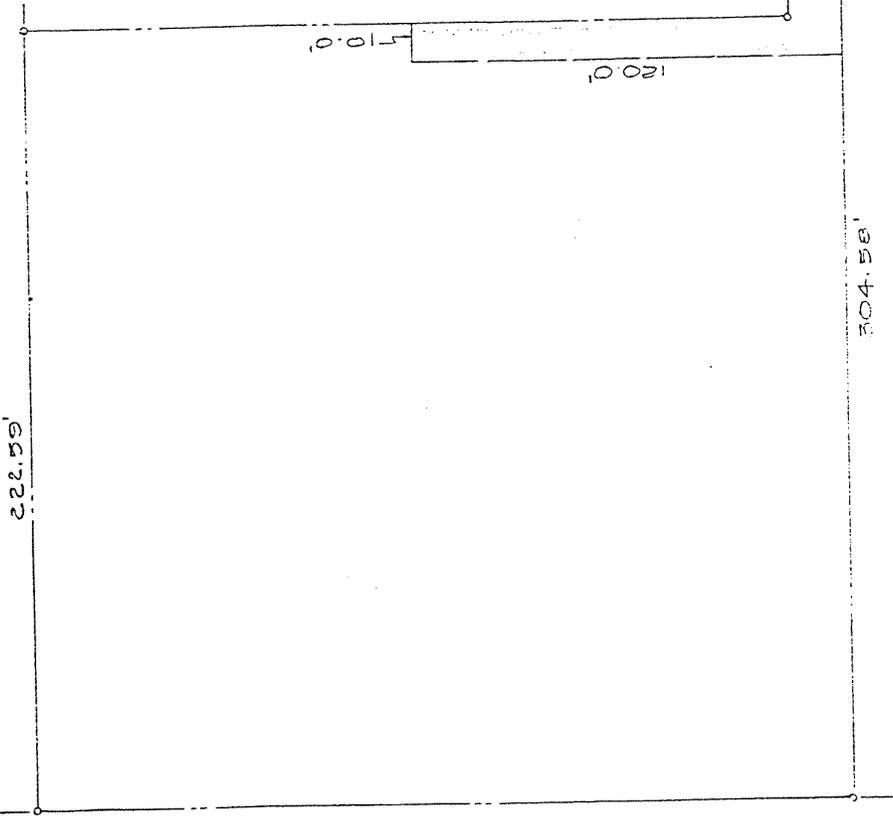
167-B-3

167-C

DESIGNATION OF EASEMENT A
AFFECTING LOT 167-C, TMK 4-4-09:10,
IN FAVOR OF KAWAI ELECTRIC AND
HAWAIIAN TELEPHONE.

DESIGNATION OF EASEMENT B
AFFECTING LOT 167-D-1-A, TMK 4-4-09:20,
IN FAVOR OF KAWAI ELECTRIC.

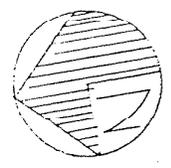
ALL LOTS PORTION OF LOT 167 AND
GRANT 10556, KAPAA HOMESTEADS,
SECOND SERIES, WAIPOULI AND NORTH
OLOHENA, KAWAIHAU, KAUAI, HAWAII
OWNERS: LUCILLE D. ALLRED &
MARY L. BARBARO



DESIGNATION OF A UTILITY EASEMENT
 IN FAVOR OF KAUAI ELECTRIC &
 HAWAIIAN TELEPHONE. PORTION OF
 PARCEL 19, PORTION OF WAIPOULI &
 NORTH OLOHENA, KAUAI, KAPAA HOMESTEADS,
 2ND SERIES (FORMERLY FOR 4-4-02)
 TMK- 4-4-02:19

OWNER
 RUTH KING

EXHIBIT "A"



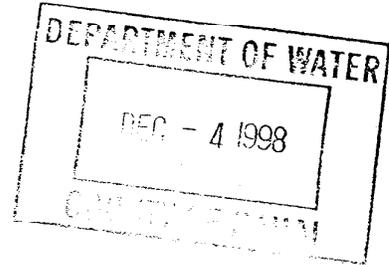
JAN 1970
 TMK 4-4-02:19

KAUAI ELECTRIC DIVISION		REVISIONS		BY	DATE
CITIZENS UTILITIES COMPANY					
SCALE 1" = 500'	DATE 26 MARCH				
DRAWN BY JRE	CHECKED BY DMI				
APPROVED BY A.H.M.					
TITLE DESIGNATION, UTILITY EASEMENT		NO.		82-2-109	
RUTH KING, WAILUA HOMESTEADS					

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

M E M O R A N D U M

'98 DEC 15 AS:05



DATE: December 4, 1998
TO: Department of Water
Ernest Y. W. Lau
Manager and Chief Engineer
FROM: Alvin Fukushima
Drafting Technician III

PLANNING DEPT.

SUBJECT: CPR Comments - Hale Pua Condominium

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

The property being proposed for CPR is identified as TMK: 4-4-09:20 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 December 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:

December 10, 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, these facilities are adequate for the proposed 2-unit CPR.

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