

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer BRIAN S BARRETTO and SHARI A. BARRETTO
Address 6750 Kawaihau Road, Kapaa, Hawaii 96746

Project Name(*): 6750 KAWAIHAU ROAD CONDOMINIUM
Address: LOT 70-A-3, Portion of Lot 70 Kapaa Homesteads, First Series
Kapaa (Puna), Island and County of Kauai, State of Hawaii

Registration No. 4177 (Partial Conversion) Effective date: June 15, 1999
Expiration date: July 15, 2000

Preparation of this Report:

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

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

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

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

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

Type of Report:

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

FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission. [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 ONE RESIDENTIAL STRUCTURE AND ONE AGRICULTURAL SHED 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.

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: BRIAN S & SHARI A. BARRETTO Phone: (808) 823-6279
Name
6750 Kawaihau Road (Business)
Business Address
Kapaa, Hawaii 96746

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

N/A

Real Estate Broker: SLEEPING GIANT REALTY, INC. Phone: (808) 245-8831
Name
4480 Ahukini Road (Business)
Business Address
Lihue, Hawaii 96766

Escrow: SECURITY TITLE CORPORATION Phone: (808) 245-6975
Name
4370 Kukui Grove Street, STE. 207 (Business)
Business Address
Lihue, Hawaii 96766

General Contractor: Robert W. Brower bda BROWER Phone: (808) 822-0616
Name CONSTRUCTION (for Apt.1) (Business)
P.O. Box 220
Business Address
Anahola, Hawaii 96703

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
4354 Kukui Grove Street, STE. 104 (Business)
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.

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. 99-051925
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]:

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. 2874
- 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]:

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. 99-051926
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]:

- b. 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

c. 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 70-A-3, Portion of Lot 70 Tax Map Key (TMK): (4) 4-6-5:27
Kapaa Homesteads First Series, Kapaa, Kauai, Hawaii
[] Address [] TMK is expected to change because _____

Land Area: 43,560 [X] square feet [] acre(s) Zoning: Agricultural

Fee Owner: BRIAN S. & SHARI A. BARRETTO
 Name
6750 Kawaihau Road
 Address
Kapaa, Hawaii 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 Unit 1=1, Unit 2=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 checked="" type="checkbox"/> Residential	<u>1</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" 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 type="checkbox"/> Agricultural	___	<input 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>Shed</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:

NEITHER OWNER SHALL KEEP OR MAINTAIN DOG KENNELS OR BREED DOGS,
 Pets: CHICKENS OR OTHER LIVE STOCK WITHIN THEIR LIMITED COMMON ELEMENT. NO DOGS SHALL BE ALLOWED UNLESS OWNER FENCES HIS LIMITED COMMON ELEMENT
 Number of Occupants: _____

Other: HOUSE AND IMPROVEMENT COLORS, INCLUDING TRIM AND ROOFS, SHALL BE CONFINED TO WHITE, OFF-WHITE, DARK GREEN, BROWN, BEIGE AND GRAY.
 There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>1</u>	<u>1</u>	<u>N/A</u>	<u> </u>	<u>126</u>	<u>shed</u>
<u>2</u>	<u>1</u>	<u>2/2.5</u>	<u>911</u>	<u>397</u>	<u>entry garage, utility</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </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:

PERIMETER WALL TO PERIMETER WALL, FLOOR TO EXTERIOR OF ROOF.

Permitted Alterations to Apartments:

ANY ALTERATIONS PERMITTED BY LAW.

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 1 - 50%
APARTMENT 2 - 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 April 7, 1999
and issued by Old Republic National 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.
- 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	THE UNDERLYING MORTGAGE IS SUPERIOR TO AND TAKES PRECEDENCE OVER THE SALES CONTRACT. IF THE DEVELOPER DEFAULTS BUYER SHALL LOSE HIS OPTION TO CONSUMMATE 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 1, AGRICULTURAL STORAGE SHED, WAS COMPLETED IN 1/21/99

APARTMENT 2 WAS COMPLETED IN 1993

H. Protect Phases:

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

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

IV. CONDOMINIUM MANAGEMENT

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

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

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

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

B. **Estimate of Initial Maintenance Fees:**

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

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

Exhibit C 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 D contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated April 1, 1999
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
 - 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 Farm Dwelling Agreement
-

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

This Public Report is a part of Registration No. 4177 filed with the Real Estate Commission on May 12, 1999.

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

YELLOW paper stock WHITE paper stock PINK paper stock

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. Agricultural 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 hereon are subject to said ordinance as the same may be amended. Among other things, any construction must comply with all applicable provisions relating to the construction of residences, including, setback requirements and maximum lot coverage, parking and floor area requirements.
3. The project is subject to a future road widening reserve agreement dated July 22, 1998 and recorded as documents No. 99-108340 between the County of Kauai and Brian S. Barretto and Shari A. Barretto. This road widening reserve is 8 feet wide and runs along Kawaihau Road. No buildings shall be constructed in this reserve area and any new buildings or structures on the subject property shall be setback from the reserve area as provided by law. This agreement shall be a covenant running with the land and binding on all present and future owners, lessees and occupants of said land. A copy of the agreement is attached as an exhibit to this report.
4. The project is subject to a 20-foot wide Sight distance easement as shown as the subdivision map dated December 17, 1991 and recorded as document No. 91-181021. This easement is shown on the Condominium Map.
5. The project is subject to the terms of the Farm Dwelling Agreement Dated August 31, 1992, made by and between Brian s. Barretto and Shari A. Barretto and the County of Kauai Planning Department, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 92-202033, to which reference is hereby made. A copy of this document is attached as an exhibit to this report.
6. The project is subject to the reservations in Land Patent Grant No. 9079 which is attached as an exhibit to this report.
7. The project is subject to the reservations in Land Patent Grant No. S-14, 160 which is attached as an exhibit to this report.
8. The project is subject to the terms of the Farm Dwelling Agreement Dated February 18, 1987 made by and between Milton Caspillo, the owner of the larger piece of property which was then subdivided to get this lot, and the County of Kauai Planning

Department, recorded in the Bureau of Conveyances of the State of Hawaii in Book 20424 Page 306, a copy of which is attached as an exhibit to this report.

9. The property is subject to building setback lines as shown on the subdivision map dated December 17, 1991 as document No. 91-181021. These setback lines are shown on the Condominium Map.

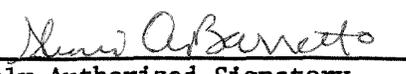
10. Maintenance Fees. All costs of every kind pertaining to each apartment and its respective limited common element, including but not limited to, cost of landscaping, maintenance, repair, replacement and improvement shall be borne entirely by the respective owner. Section 514A-86, Hawaii Revised Statutes, requires the Association of Apartment Owners purchase fire insurance to cover the improvements of the Project, and that premiums be common expenses. Developer anticipates that the Association will elect to permit individual apartment owners to obtain and maintain separate policies of fire insurance and name the Association as additional insured. In such case, fire insurance premiums will be the responsibility of individual apartment owners and not common expenses. Developer estimates such annual premium expense to be about \$600.00 per year for Unit 1 and \$600.00 for Unit 2. This estimate was prepared in accordance with generally accepted accounting principles.

1. 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.

Brian S. Barretto
Printed Name of Developer

Shari A. Barretto
Printed Name of Developer

By: 
Duly Authorized Signatory

By: 
Duly Authorized Signatory

Brian S. Barretto, Developer
Printed Name & Title of Signatory

Shari A. Barretto, Developer
Printed Name & Title of Signatory

Distribution:

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

EXHIBIT "A"

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

- (i) all of the Land, in fee simple;
- (ii) the limited common elements hereinafter described, subject to the provisions set forth in Paragraph 6.
- (iii) all pipes, wires, 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 1, being 33,300 square feet in area, on the Condominium Map, is reserved for the exclusive use of Apartment 1 for the support of the building and other improvements comprising Apartment 1, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.
- (ii) That portion of the Land which is designated as Limited Common Element 2, being 10,260 square feet in area, on the Condominium Map, is reserved for the exclusive use of Apartment 2 for the support of the building and other improvements comprising Apartment 2, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

3. The common interest in this project is arbitrarily derived.

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. TAXES Tax Map Key: KAUI (4) 4-4-5-24

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. Reservation as contained in Land patent Grant No. 9079.
4. Reservations and covenant as contained in Land Patent Grant No. S-14,160.
5. The terms and provisions, including the failure to comply with any covenants, conditions, restrictions, reservations or obligations of that certain Farm Dwelling Agreement dated February 18, 1987, made by and between Milton Caspillo, "Applicant", and the County of Kauai Planning Department, "Department", recorded in the Bureau of Conveyances of the State of Hawaii in Book 20424 Page 306, to which reference is hereby made.
6. Building setback lines affecting Lot 70-A-3, as shown on subdivision map attached to:
QUITCLAIM DEED

Dated: December 17, 1991
Document No. 91-181021
To which reference is hereby made

7. A 20-foot wide Sight distance easement affecting Lot 70-A-3, as shown on the subdivision map attached to:

Dated: December 17, 1991
Document No. 91-181021
To which reference is hereby made

8. The terms and provisions, including the failure to comply with any covenants, conditions, restrictions, reservations or obligations of the certain Farm Dwelling Agreement dated August 31, 1992, made by and between Brian S. Barretto, "Applicant(s)", and the County of Kauai Planning Department, "Department", recorded

in the Bureau of Conveyances of the State of Hawaii as Document No. 92-202033, to which reference is hereby made.

9. MORTGAGE

Mortgagor: Brian Scott Barretto and Shari Ann Barretto, husband and wife, as Tenants by the Entirety
Mortgagee: William Yee & Associates, Inc., a Hawaii corporation
Datcd: March 4, 1994
Recorded: March 15, 1994
Document No: 94-044415
To Secure: \$175,000.00
And any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to

The foregoing Mortgage was assigned by the following:

ASSIGNMENT OF MORTGAGE

Assignor: William Yee & Associates, Inc., a Hawaii corporation
Assignee: Countrywide Funding Corporation, a New York corporation
Dated: March 4, 1994
Recorded: March 15, 1994
Document No: 94-04416

10. The terms and provision, including the failure to comply with any covenants, conditions, restrictions, reservations or obligations of the certain Road Widening Reserve Agreement dated July 22, 1998, made by and between Brian S. Barretto & Shari A. Barretto, as "Applicant(s)", and the County of Kauai Planning Department, as "Department", recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 98-108340, to which reference is hereby made.
11. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options powers of attorney, limitations on title, and all other provisions contained in or incorporated by reference in the Declaration of Condominium Property Regime dated March 18, 1999, recorded in the Bureau of Conveyances as Documents No. 99-051925 (By-Laws thereto dated March 18, 1999, recorded in the Bureau of Conveyances as Document No. 99-051926), Condominium Map No. 2874; any Instrument creating the estate or interest herein set forth; and in any other allied instrument referred to in any instruments aforesaid.

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>
1	\$50.00	\$600.00
2	\$50.00	\$600.00

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

Estimate of Maintenance Fee Disbursements:

Monthly 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

Building

Grounds

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance \$100.00 \$1,200.00

Reserves(*)

Taxes and Government Assessments

Audit Fees

Other

TOTAL \$100.00 \$1,200.00

I, Brian S. Barretto and Shari A. Barretto, the
developer for the 6750 Kawaihau Road 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.

 3/25/99
Signature Date

 3/25/99
Signature Date

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

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

Developer discloses no reserve study was done in accordance with Chapter 514A-83.6, HRS and replacement reserves rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules.

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 SECURITY 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"

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: April 20, 1998

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

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

Subject: Certification of Inspection of Existing Buildings for

PROJECT NAME: 6750 KAWAIHAU ROAD CONDOMINIUM PROJECT
TAX MAP KEY: (4) 4-6-05:27

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

- a. The developer has contracted architect Avery H. Youn to certify that the existing structures on the proposed project 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. The current zoning for the parcels is R-1.
- e. There are no outstanding violations of County building or zoning codes according to our records.

Senior Condominium Specialist
Page 2
April 20, 1998

- 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 514A-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

Land Patent No. 9079

(Grant)

Issued On

SPECIAL HOMESTEAD AGREEMENT

By THIS PATENT the Governor of the Territory of Hawaii, in conformity with the laws of the United States of America and of the Territory of Hawaii, makes known to all men that he has this day granted and confirmed unto

JOHN VIVEIROS

for the consideration of his having paid into the Treasury the sum of
TWO HUNDRED EIGHTY-THREE AND 00/100 Dollars, \$ 283.00

and for the further consideration of his having complied with the terms and conditions of Special Homestead agreement No. 744, all in accordance with the provisions of Section 73 of the Hawaiian Organic Act and the revised laws of Hawaii 1925,

all of the land situate at KAPAA HOMESTEADS
 in the District of PUNA Island of KAUAI bounded
 and described as follows:

Lot No. 70, Reg. Map 2449, 6th Land Dist.

Beginning at a + on a stone at the Southeast corner of this lot and the Southwest corner of Lot 71 and on the North side of Kapahi Road, from which Government Survey Trig. Station "Ika Lawii" is by true azimuth 202° 32' 30" and "Pohakupili" is 189° 02', as shown on Government Survey Registered Map No. 2449, and running by true azimuths:

- | | | |
|-----|----------|--|
| 1. | 75° 44' | 383.2 feet along Kapahi Road to + on stone; |
| 2. | 105° 36' | 184.3 feet along Kapahi Road to + on stone; |
| 3. | 137° 46' | 547.8 feet along Kapahi Road to + on stone; |
| 4. | 149° 35' | 649.8 feet along Kapahi Road to + on stone; |
| 5. | 120° 44' | 265.8 feet along Kapahi Road to + on stone; |
| 6. | 132° 58' | 232.1 feet along Kapahi Road to + on stone; |
| 7. | 169° 45' | 125.6 feet along Kapahi Road to + on stone; |
| 8. | 309° 33' | 182.4 feet along Waiakea Road to + on stone; |
| 9. | 272° 14' | 539.4 feet along Waiakea Road to + on stone; |
| 10. | 274° 26' | 57.4 feet along Waiakea Road to + on stone; |
| 11. | 299° 27' | 462.4 feet along Waiakea Road to + on stone; |
| 12. | 353° 44' | 64.0 feet along Waiakea Road to + on stone; |
| 13. | 296° 40' | 77.4 feet along Waiakea Road to + on stone; |
| 14. | 309° 07' | 122.6 feet along Waiakea Road to + on stone; |
| 15. | 296° 42' | 216.1 feet along Waiakea Road to + on stone; |
| 16. | 349° 56' | 667.7 feet along Lot 71 to the point of beginning. |

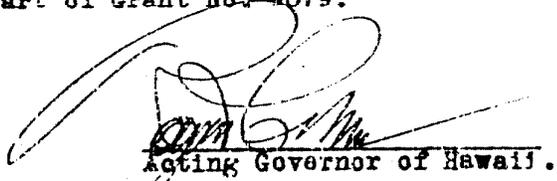
AREA 23.1 ACRES.

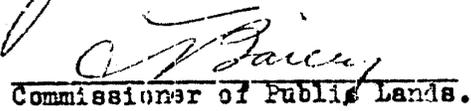
Excepting and reserving, however, rights-of-way 15 feet wide for these portions within this lot of the Kapahi and Pahi ditches; also excepting and reserving therefrom all riparian and other rights in or to the stream within this lot, which stream is a tributary of the Kapaa Stream.

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said

The
roof

Attached hereto and made a part of Grant No. 9079.


Acting Governor of Hawaii.


Commissioner of Public Lands.

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EXHIBIT "H"

Land Patent No. S-14,160(Grant)
Issued On

CASH PURCHASE

By THIS PATENT the State of Hawaii, in conformity with the laws of the State of Hawaii relating to public lands and pursuant to the approval by the Board of Land and Natural Resources on July 26, 1963,

makes known to all men that it does this day grant and confirm unto

ALFRED F. VIVEIROS,
whose wife is Sachiko Kama'i Viveiros,

for the consideration of SIX HUNDRED THIRTY-EIGHT AND 00/100 DOLLARS (\$638.00),

all of the land situate at KAPAA, in the District of KAWAIIHAU (PUNA), Island of KAUAI, STATE OF HAWAII, bounded and described as follows:

ABANDONED DITCH RIGHT-OF-WAY (PUHI DITCH)
OVER AND ACROSS LOT 70

KAPAA HOMESTEADS, FIRST SERIES

Being a portion of the Government (Crown) Land of Kapaa excluded from Lot 70 of Kapaa Homesteads, First Series, in Grant 9079 to John Viveiros.

Being a strip of land fifteen (15.00) feet wide and extending seven and one-half (7.50) feet on each side of the following-described centerline:

BEGINNING at the westerly end of this centerline, and on the northerly side of Kapahi Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being: 13,623.58 feet North and 5074.96 feet West, as shown on Government Survey Registered Map 2449, thence running by azimuths measured clockwise from True South:-

1. 264° 20' 200.34 feet;
2. Thence on a curve to the right with a radius of 100.00 feet, the chord azimuth and distance being: 280° 55' 57.08 feet;

3. 297° 30' 53.70 feet;
4. Thence on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being: 281° 35' 54.85 feet;
5. 265° 40' 55.54 feet;
6. Thence on a curve to the right with a radius of 90.00 feet, the chord azimuth and distance being: 313° 15' 132.89 feet;
7. 0° 50' 109.40 feet;
8. Thence on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being: 341° 30' 33.11 feet;
9. 322° 10' 178.11 feet;
10. Thence on a curve to the right with a radius of 500.00 feet, the chord azimuth and distance being: 341° 05' 324.19 feet;
11. 360° 00' 71.73 feet;
12. Thence on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being: 324° 15' 46.74 feet;
13. 288° 30' 69.79 feet;
14. Thence on a curve to the left with a radius of 150.00 feet, the chord azimuth and distance being: 280° 00' 44.34 feet;
15. 271° 30' 393.42 feet to the east boundary of Grant 9079 to John Viveiros (Lot 70 of Kapaa Homesteads, First Series).

AREA 0.538 ACRE

RESERVING to the State of Hawaii, its successors and assigns, in perpetuity, all minerals and surface and ground waters appurtenant to the land described, together with the right to enter, sever and remove minerals or to capture, divert or impound water; provided, that the State shall pay just compensation to the surface owner for improvements taken as a condition precedent to the exercise of such reserved rights.

THE PATENTEE covenants, for himself, his heirs and assigns, that the use and enjoyment of the land herein granted shall not be in support of any policy which discriminates against anyone based upon race, creed or color.

RECORDATION REQUESTED BY:

PLANNING DEPARTMENT, COUNTY OF KAUAI

AFTER RECORDATION, RETURN TO:

County of Kauai
Planning Department
4280 Rice Street
Lihue, Kauai, Hawaii 96766

87-30443

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

37 MAR 3 11:29

20424 / 306
LIBER/PG
C.F. NEUMANN III, REGISTRAR

RETURN BY: Mail (X) Pickup ()

FARM DWELLING AGREEMENT

THIS AGREEMENT made and entered into as of the 18
day of February, 1987, by and between Milton
Caspillo,
whose residence and mailing address is 5457 Kawaihau Road
Kapaa, Kauai, HI 96746,

hereinafter called the "APPLICANT(S)", and the COUNTY OF KAUAI
Planning Department, whose business and mailing address is
4280 Rice Street, Lihue, Hawaii 96766, hereinafter called the
"DEPARTMENT",

W I T N E S S E T H :

WHEREAS, the APPLICANTS warrant and represent that they
are the owner of that certain
parcel of land, Tax Map Key No. 4-4-6-5-16, more
particularly described in Exhibit "A" attached hereto and made
a part hereof; and

WHEREAS, the APPLICANTS certify that they are authorized
by the owner(s) to process the necessary permits and documents
as shown in Exhibit "B" which is attached and made part hereof;
and

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

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

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

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

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

WHEREAS, the APPLICANTS also acknowledge that failure to abide by this agreement may result in the removal of the prohibited structure at the owner's expense; and

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

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

1. That the dwelling permitted to be constructed on the parcel of land described in Exhibit "A" classified Agriculture by the State Land Use Commission shall be a "farm dwelling" as defined by Chapter 205, Hawaii Revised Statutes, and the State Land Use District Regulations, as recited herein; and
2. That the dwelling shall only be occupied by a "family", as defined by the State Land Use District Regulations and as recited herein, who derive income from the agricultural activity on the parcel; and
3. That the APPLICANTS and all present and future owners, lessees and occupants of said land grant the DEPARTMENT the right of entry at the request of the DEPARTMENT to inspect the premises to assure compliance with the provisions of this agreement; and
4. That this agreement shall be a covenant running with the land and be binding on the APPLICANTS, and all present and future owners, lessees and occupants of said land and anyone claiming under said APPLICANTS, their heirs, executors, administrators, successors and assigns, as owners or occupants thereof or otherwise; and
5. That this agreement shall remain in effect so long as the land retains its Agriculture District classification under the State Land Use Commission and the pertinent restrictive provisions of Chapter 205, Hawaii Revised Statutes, and the State Land Use District Regulations remain in effect; and
6. That the APPLICANTS expressly set forth the provisions of this agreement in any subsequent conveyance, deed, lease or rental agreement to said property executed by them, so as to give effect to said covenant; and
7. That this agreement shall be recorded with the State of Hawaii Bureau of Conveyances, fees to be paid by the APPLICANTS.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 18th day of February, 1987.

APPROVED:

[Signature]
Planning Director

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Applicants

[Signature]
Deputy County Attorney

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 18th day of February, 1987, before me personally appeared Milton Caspella

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.

[Signature]
Notary Public, Fifth Judicial Circuit
State of Hawaii

My commission expires: Sept. 16, 1990

Being all that parcel of land (Lot 70-A), a portion of Lot 70 Kapaa Homesteads (First Series) and portion of Puhi District (abandoned) situate on the north side of dedication line of Kawaihau Road at Kapaa (Puna), Kauai, Hawaii; being a portion of Grant 9079 to John Viveiros, tax map key: (4th Div.) 4-6-06:por. 21 and 22, and more fully described as follows:

20424

309

Beginning at a pipe at the southeast corner of this parcel of land, and on the west boundary of Lot 71, the coordinates of this said point of beginning referred to Government Survey Triangulation Station "NONOU" being 12,689.96 feet North and 4,797.93 feet West, and running by azimuths measured clockwise from true South:

EXHIBIT A

1. 75° 44' 327.15 feet along dedication line of Kawaihau Road to a pipe;
Thence along same on a curve to the right having a radius of 200.00 feet, the chord azimuth and distance being:
2. 90° 40' 103.08 feet to a pipe;
3. 105° 36' 66.08 feet along same to a pipe;
Thence along same on a curve to the right having a radius of 200.00 feet, the chord azimuth and distance being:
4. 121° 41' 110.81 feet to a pipe;
5. 137° 46' 11.48 feet along same to a pipe;
6. 227° 46' 290.40 feet along Lot 70-B to a pipe;
7. 261° 24' 330.17 feet along Lot 70-D to a pipe;
8. 349° 56' 253.52 feet along Lot 71 to the point of beginning and containing an area of 3.000 acres.

SUBJECT, HOWEVER, to the following:

1. Reservation as set forth in Land Patent Grant Number 9079, to wit:

".....also excepting and reserving therefrom all riparian and other rights in or to the stream within this lot, which stream is a tributary of the Kapaa Stream."

2. Reservation and covenant as set forth in Land Patent Grant Number S-14,160, to wit:

"Reserving to the State of Hawaii, its successors and assigns, in perpetuity, all minerals and surface and ground waters appurtenant to the land described, together with the right to enter, sever and remove minerals or to capture, divert or impound water; provided that the State shall pay just compensation to the surface owner for improvements taken as a condition precedent to the exercise of such reserved rights."

"The Patentee covenants, for himself, his heirs and assigns, that the use and enjoyment of the land herein granted shall not be in support of any policy which discriminates against anyone based upon race, creed or color."

We, Maxima Caspillo & Clifford Caspillo hereby authorize Milton Caspillo to process the necessary permits, and farm dwelling agreement for our property located at Tax Map Key 4-4-6-5-16, Kapahi, Kauai, Hawaii.

Maxima Caspillo
Maxima Caspillo

2/18/87
date

Clifford Caspillo
Clifford Caspillo

2/18/87
date

STATE OF HAWAII) SS
COUNTY OF KAUAI)

On this 18 day of February 1987, before me personally appeared Maxima Caspillo and Clifford Caspillo to me known to be the person(s) described in and who executed the foregoing instrument and free acknowledged that they executed the same as their free act and deed.

my commission expires: 4-24-87

Quay E. Yoshida
Notary Public, State of Hawaii

EXHIBIT "J"

R-755

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

DEC 11, 1992 11:57 AM

Doc No(s) 92-202033

/s/ S. FURUKAWA
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$0.00

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:
County of Kauai
Planning Department
4280 Rice Street
Lihue, Kauai, Hawaii 96766

FARM DWELLING AGREEMENT

THIS AGREEMENT made and entered into as of the 31st
day of August, 1992, by and between _____

BRIAN S. BARRETTO & SHARI A. BARRETTO

whose mailing address is 5176 Hauaala Rd.
Kapaa, HI 96746

hereinafter called the "APPLICANT(S)", and the COUNTY OF KAUAI
Planning Department, whose business and mailing address is
4280 Rice Street, Lihue, Hawaii 96766, hereinafter called the
"DEPARTMENT",

W I T N E S S E T H :

WHEREAS, the APPLICANTS warrant and represent that they
are the _____ owners _____ of that certain
parcel of land, Tax Map Key No. 4-6-5-16 Lot 70-A-3, more
particularly described in Exhibit "A" attached hereto and made
a part hereof; and

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

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

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

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

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

WHEREAS, the APPLICANTS also acknowledge that failure to abide by this agreement may result in the removal of the prohibited structure at the owner's expense; and

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

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

1. That the dwelling permitted to be constructed on the parcel of land described in Exhibit "A" classified Agriculture by the State Land Use Commission shall be a "farm dwelling" as defined by Chapter 205, Hawaii Revised Statutes, and the State Land Use District Regulations, as recited herein; and

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 31st day of August, 19 92.

APPROVED:

Applicants

[Signature]
Planning Director

[Signature]
BRIAN S. BARRETTO

APPROVED AS TO FORM AND LEGALITY:

[Signature]
SHARI A. BARRETTO

[Signature]
Dep. County Attorney

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 3rd day of September, 19 92, before me personally appeared BRIAN S. BARRETTO & SHARI A. BARRETTO

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.

[Signature]
Notary Public, Fifth Judicial Circuit
State of Hawaii

My commission expires: 11/29/92

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 02nd day of December, 1992, before me appeared RICKY TSUCHIYA, to me personally known, who, being by me duly sworn, did say that he is an employee and representative of the Planning Department of the COUNTY OF KAUAI; and that said instrument was executed on behalf of said Planning Department by authority of its Planning Director; and that said RICKY TSUCHIYA acknowledged that he executed the same as his free act and deed of the Planning Department of the COUNTY OF KAUAI. Said Department has no seal.

[Signature]
Notary Public, State of Hawaii

My commission expires: 01-02-96

EXHIBIT "A"

All of that certain parcel of land, being LOT 70-A-3, being a portion of Lot 70-A (portion of Lot 70) of the "KAPAA HOMESTEADS, FIRST SERIES", situate at Kapaa, Island and County of Kauai, State of Hawaii, and more particularly described as follows:

Beginning at the southwest corner of this parcel of land, the same being the southwest corner of Lot 71-A, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU", being 12,689.96 feet North and 4,797.93 feet West, thence running by azimuths measured clockwise from True South:

1.	75°	44'	170.32	feet along Kawaihau Road;
2.	171°	24'	270.35	feet along Lot 70-A-2;
3.	261°	24'	163.00	feet along 70-D;
4.	349°	56'	253.52	feet along Lot 71-A to the point of beginning and containing an area of 1.000 acre, more or less.

Being all the property described in Deed dated _____ and recorded in the Bureau of Conveyances, State of Hawaii as Document No. _____.

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Reservation as contained in Land Patent Grant No. 9079.
3. Reservation and covenant as contained in Land Patent Grant No. S-14,160.
4. The terms and provisions of that certain Farm Dwelling Agreement dated February 18, 1987, made by and between Milton Caspillo, "Applicant", and the County of Kauai Planning Department, "Department", recorded in the Bureau of Conveyances of the State of Hawaii in Book 20424 Page 306, to which reference is hereby made.

**AVERY H. YOUN, ARCHITECT
2980 EWALU STREET UNIT 1
LIHUE, HAWAII 96766**

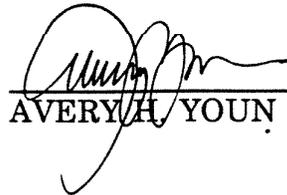
**6750 KAWAIHAU ROAD CONDOMINIUM
ARCHITECT'S CONDITION REPORT**

The undersigned, being a licensed architect within the State of Hawaii and bearing Registration Number 3576, have inspected Unit 2 of the condominium project "6750 KAWAIHAU ROAD CONDOMINIUM", a (5) five year old structure which may be occupied for residential use, situated at Kapaa, Kauai, Hawaii, and identified as Tax Map Key No. (4) 4-6-05: 27.

The inspection included the exterior roof, foundation, visible electrical and plumbing systems, and I find that the systems and components of the structure, including visible structural, electrical and plumbing, appear to be in satisfactory condition for the stated age thereof and in sound condition. The structure and related systems and components have an expected useful life in excess of 45 years.

DATED: Lihue, Kauai, Hawaii, Sept. 2, 1998




AVERY H. YOUN

WHEREAS, that certain parcel of land is classified
R-1 by the State Land Use Commission and zoned

URBAN by the County of Kauai; and

WHEREAS, Ordinance No. 551 which an ordinance amending the Comprehensive Zoning Ordinance, Chapter 8 of the Kauai County Code (KCC), 1987, as amended, relating to "additional dwelling units" (fka "ohana dwelling units") requires that the standards and criteria for road improvements established in the Subdivision Ordinance and the "Kauai County Planning Commission Road Widening Policy", (as amended from time to time), be applied for those roads which are considered substandard; and

WHEREAS, a future road widening reserve is required to be established, as shown on Exhibit "B" attached, since the right-of-way width of KAWAIHAU ROAD (street name) is not in accordance to County Standards pursuant to the provisions of Ordinance No. 551; and

WHEREAS, an additional dwelling unit is considered a second dwelling unit on a lot which is restricted by County zoning requirements to only one dwelling unit; and

WHEREAS, an additional dwelling unit, in order to be approved, shall first conform to the requirements of Ordinance No. 551 and Chapter 8 of KCC; and

WHEREAS, the APPLICANT(S) acknowledge that failure to abide by this agreement may result in the removal of any additional dwelling unit constructed pursuant to this Agreement, such removal to be at the expense of any person or entity as described in paragraph 6 below; and

WHEREAS, the DEPARTMENT is charged with the enforcement of this Agreement,

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

1. A 7.5FT. future road widening reserve is hereby established on the subject property in conjunction with Ordinance No. 551 and Exhibit "B" attached; and

2. The area of the future road widening reserve shall be considered to be a part of the area of the lot; and

3. APPLICANT(S) shall not allow any buildings to be constructed in the future road widening reserve; and

4. Any new buildings/structures on the subject property shall be setback from the future road widening reserve as provided by law; and

5. The purpose of establishing this future road widening reserve is to disclose the future roadway alignment to any and all owner(s) of this property;

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

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

8. This Agreement shall be recorded with the State of Hawaii Bureau of Conveyances, fees to be paid by APPLICANT(S).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the _____ day of JUL 22 1998, _____.

DEPARTMENT

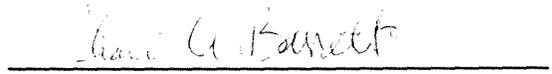
APPLICANT(S)

IAN K. COSTA



Brian S. Barretto

Dep. Planning Director
County of Kauai
Planning Department


Shari A. Barretto

APPROVED AS TO FORM
AND LEGALITY:


Dep. County Attorney

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 6th day of July, 1978, before
me personally appeared Brian L. Parrotto and
Shari A. Parrotto

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.

[Signature]

Notary Public, State of Hawaii

My commission expires: 2-26-79

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this _____ day of JUL 22 1998, _____, before me appeared IAN K. COSTA to me personally known, who being by me duly sworn, did say that he is Deputy Planning Director of the PLANNING DEPARTMENT of the COUNTY OF KAUAI; and that said instrument was executed on behalf of said PLANNING DEPARTMENT; and that said IAN K. COSTA acknowledged that he executed the same as his free act and deed of the PLANNING DEPARTMENT of the COUNTY OF KAUAI. Said Department has no seal.

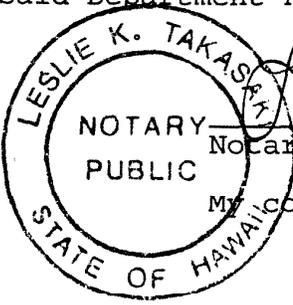
 Leslie K. Takase
Notary Public, State of Hawaii
My commission expires: 11.04.99

EXHIBIT "A"

All of that certain parcel of land, being LOT 70-A-3, being a portion of Lot 70-A (portion of Lot 70) of the "KAPAA HOMESTEADS, FIRST SERIES", situate at Kapaa, Island and County of Kauai, State of Hawaii, and more particularly described as follows:

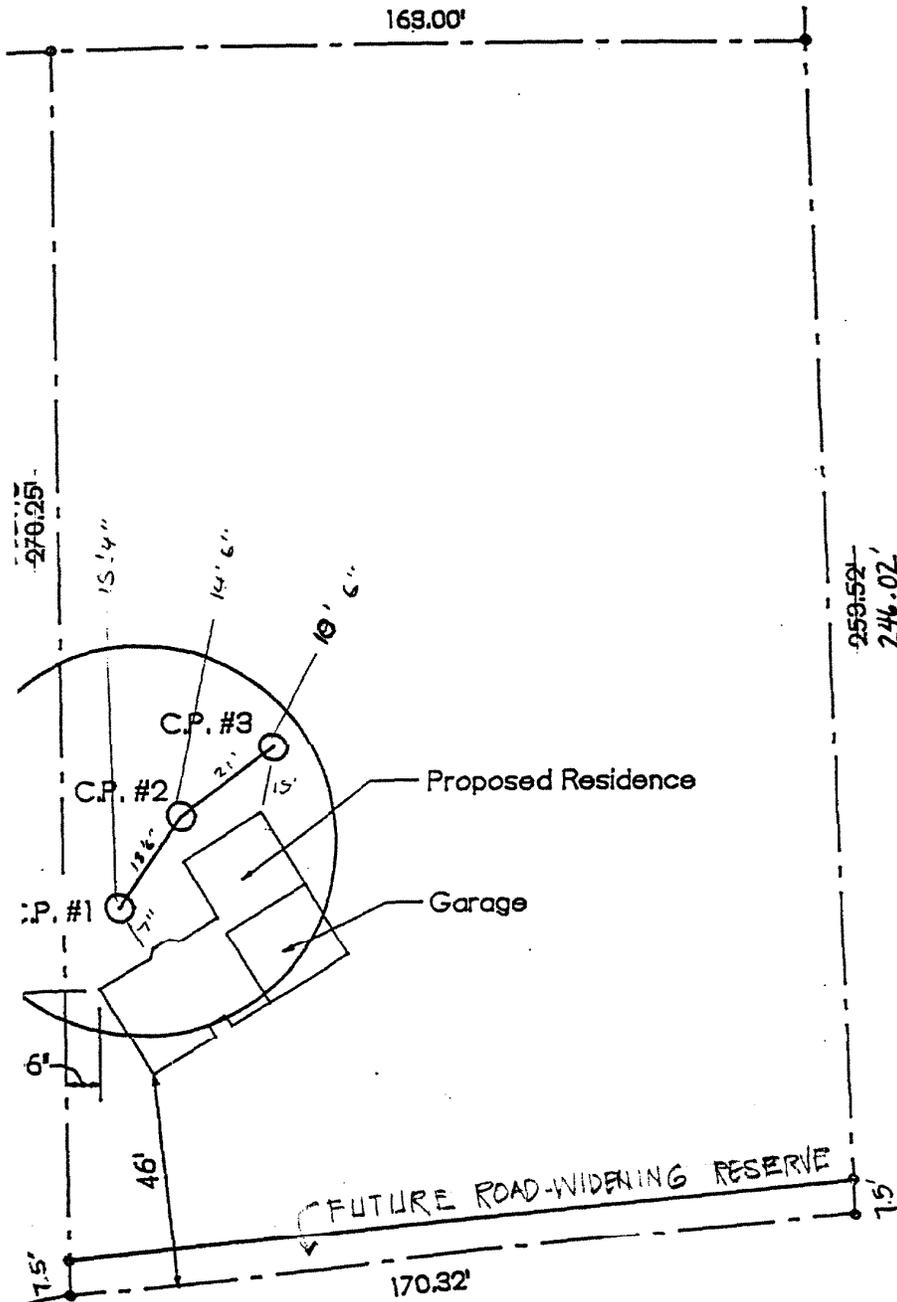
Beginning at the southwest corner of this parcel of land, the same being the southwest corner of Lot 71-A, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU", being 12,689.96 feet North and 4,797.93 feet West, thence running by azimuths measured clockwise from True South:

- | | | | | |
|----|------|-----|--------|---|
| 1. | 75° | 44' | 170.32 | feet along Kawaihau Road; |
| 2. | 171° | 24' | 270.35 | feet along Lot 70-A-2; |
| 3. | 261° | 24' | 163.00 | feet along 70-D; |
| 4. | 349° | 56' | 253.52 | feet along Lot 71-A to the point of beginning and containing an area of 1.000 acre, more or less. |

Being all the property described in Deed dated _____ and recorded in the Bureau of Conveyances, State of Hawaii as Document No. _____.

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Reservation as contained in Land Patent Grant No. 9079.
3. Reservation and covenant as contained in Land Patent Grant No. S-14,160.
4. The terms and provisions of that certain Farm Dwelling Agreement dated February 18, 1987, made by and between Milton Caspillo, "Applicant", and the County of Kauai Planning Department, "Department", recorded in the Bureau of Conveyances of the State of Hawaii in Book 20424 Page 306, to which reference is hereby made.



SCALE 1" = 40'
 AREA = 43,560 Sq. Ft.



THIS WORK HAS BEEN PREPARED BY ME OR
 UNDER MY SUPERVISION AND CONSTRUCTION OF
 THIS PROJECT WILL BE UNDER MY SUPERVISION

[Handwritten Signature]
 1/10/93

KAWAIHAU ROAD
 EXHIBIT "B"

Brian & Shari Barretto Residence Kapaa, Kauai	
TMK 4-6-05116 Lot 70-A-3	
PLOT PLAN	
KAGIMOTO & ASSOCIATES Lawd, Kauai, Hawaii	Sheet