

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Floyd A. Miller, Jr.
Address 3176 County Road 245, Bayfield, Colorado 81122

Project Name (*): MANA MELE CONDOMINIUM
Address: Lot 6 of Kahili Makai Subdivision, Kilauea, Hanalei, Kauai, Hawaii

Registration No. 4212 Conversion Effective date: October 9, 2006
Expiration date: November 9, 2007

Preparation of this Report:

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

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

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

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

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

Type of Report:

- PRELIMINARY:** (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.
- FINAL:** (white) The developer has legally created a condominium and has filed complete information with the Commission.
 - No prior reports have been issued.
 - This report supersedes all prior public reports.
 - This report must be read together with _____
- SUPPLEMENTARY:** (pink) This report updates information contained in the:
 - Preliminary Public Report dated: _____
 - Final Public Report dated: September 13, 1999
 - Supplementary Public Report dated: _____

And

 - Supersedes all prior public reports.
 - Must be read together with _____
 - This report reactivates the Final Public Report as to Unit 5 only public report(s) which expired on October 13, 2000

(*) Exactly as named in the Declaration
This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

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 Report:

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

No prior reports have been issued by the developer.

Changes made are as follows:

1. Cheryl Schenck and Kauai Lease & Loan, Ltd. are no longer involved in MANA MELE CONDOMINIUM. Floyd A. Miller, Jr. is now serving as the Developer as to Unit 5 only.
2. Units 2 and 3 have been sold.
3. Dwellings have been built upon Unit 1, Unit 3 and Unit 4, but those units and Unit 2 are not covered by this Supplementary Report.
4. No blanket liens encumber Unit 5.
5. Coldwell Banker Bali Hai Realty, Inc. of Hanalei, Kauai has the listing of Unit 5 for sale.
6. The Developer, Floyd A. Miller, Jr., has learned that, contrary to the September 13, 1999 Condominium Public Report, the kuleana formerly thought to exist within the limited common element of Unit 5 had been moved to a different location during the process of forming Kahili Makai Subdivision. The existing structure located within the area of the former kuleana is now recognized as the dwelling for Unit 5 (the "Unit 5 Dwelling" in this Supplementary Report).
7. The Amended and Restated Declaration of Condominium Property Regime of Mana Mele dated May 3, 1999, recorded as Document No. 99-074248 has been amended by First Amendment to Amended and Restated Declaration of Condominium Property Regime of Mana Mele Condominium dated June 17, 1999 and recorded as Document No. 99-115241, Third Amendment to Amended and Restated Declaration of Condominium Property Regime of Mana Mele Condominium dated February 16, 2000 and recorded as Document No. 2000-039887 (no "Second Amendment" has been recorded), and Fourth Amendment to Amended and Restated Declaration of Condominium Property Regime of Mana Mele Condominium date July 10, 2006 and recorded as Document No. 2006-137658.
8. The Bylaws for this condominium were amended by the certain "First Amendment of Bylaws of Mana Mele" dated July 1, 1999 and recorded as Document No. 2000-023398
9. An "Amended Condominium Map No. 2797 Mana Mele Condominium" has been filed, together with architect certified drawings of the Unit 5 Dwelling.
10. Unit 5 was made subject to the terms, conditions and restrictions of an approved dedication with the County of Kauai to agricultural use, for a ten year period, effective January 1, 2000 as described in that certain Notice of Dedication to Agriculture dated February 10, 2006 and recorded as Document No. 2000-023398

THIS PUBLIC REPORT AND THE DISCLOSURES CONTAINED HEREIN APPLY ONLY TO UNIT 5

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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: Floyd A. Miller, Jr. Phone: (970) 884-1500
Name* (Business)
Business Address 3176 County Road 245,
Bayfield, Colorado 81122

Names of officers and directors of developers who are corporations; general partners of a partnership, partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

N/A

Real Estate
Broker*: Coldwell Banker Bali Hai Realty, Inc. - Unit 5 only Phone: (808) 826-7244
Name (Business)
Business Address P. O. Box 930
Hanalei, Hawaii 96714

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 826-5300
Name (Business)
Business Address P.O. Box 223330
Princeville, Hawaii 96722

General
Contractor*: None Phone: _____
Name (Business)
Business Address _____

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

Attorney for
Developer: Peter C. Miller, Esq Phone: (808) 826-4606
Name (Business)
Business Address P.O. Box 1230
Hanalei, Hawaii 96714

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

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

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

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

The Declaration for this condominium is:

Proposed
 Recorded - Bureau of Conveyances: Document No. 98-139884
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]:
Amended and Restated Declaration of Condominium Property Regime of Mana Mele dated May 3, 1999, recorded as Document No. 99-074248. See further amendments referenced below.**

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. 2797
 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. 98-139885
Book _____ Page _____
 Filed - Land Court: Document No. _____

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

First Amendment to Bylaws of Mana Mele dated July 1, 1999 and recorded as Document No. 99-115239

** First Amendment to Amended and Restated Declaration of Condominium Property Regime of Mana Mele Condominium dated June 17, 1999 and recorded as Document No. 99-115241, Third Amendment to Amended and Restated Declaration of Condominium Property Regime of Mana Mele Condominium dated February 16, 2000 and recorded as Document No. 2000-039887 (no "Second Amendment" has been recorded), and Fourth Amendment to Amended and Restated Declaration of Condominium Property Regime of Mana Mele Condominium dated July 10, 2006 and recorded as Document No. 2006-137658.

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>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:

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: Kahili Makai Road, Lot 6, Unit 5, Kilauea, HI 96754 Tax Map Key (TMK): (4) 5-2-021-006-0005

Address TMK is expected to change because _____

Land Area: 27.56 square feet acre(s) Zoning: Agriculture

Fee Owner: Floyd A. Miller, Jr., Trustee - Unit 5 only
 Name
3176 County Road 245,
 Address
Bayfield, Colorado 81122

Lessor: N/A
 Name
 Address

C. **Buildings and Other Improvements:** Please see page 20 for additional information

1. New Building(s)
 Conversion of Existing Building(s)
 Both New Building(s) and Conversion

2. Number of Buildings: 6 Floors Per Building: 2 on Units 1 & 3; 1 on others

Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other Unit 1: Wood dwelling, with composition shingle roof
Unit 2: Metal posts and shade cloth shed
Unit 3: Stucco with composition shingle roof
Unit 4: Stucco with composition shingle roof
Unit 5: Metal posts and shade cloth shed; The dwelling is made of wood.

4. Uses 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"/> Commercial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Agricultural	<u>4</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Other shade shed	<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:

Pets: Household pets may be kept consistent with any applicable law or restrictive covenants applicable to the project so long as they do not become a nuisance to the other owners.

Number of Occupants: _____

Other: Unit 5 is completely within a Special Management Area ("SMA"), making it subject to certain development restrictions imposed by the County of Kauai, which should be contacted for details.

There are no special use restrictions. Also Unit 5 has been dedicated to agricultural use with the County of Kauai. Use otherwise could trigger imposition of "rollback" taxes

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf) *	Net Other Area (sf)	(Identify)
1	1	4/3	2,642	576/625	garage/deck
2	1	0/0	0	20	shed
3	1	5/5	3,851	754/347	garage/deck
4	1	3/3	2,510	584/532	garage/deck
5	1	1/1	473	468/20	deck/shed

Total Number of Apartments: 5

***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.

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has not elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 5

	<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>5</u>
Guest							
Unassigned							
Extra for Purchase							
Other:							
Total Covered & Open:	<u>5</u>		<u>0</u>		<u>0</u>		<u>5</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.
All units have ample space for parking within their limited common elements' land area.

Commercial parking garage permitted in condominium project.

Exhibit N/A 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: common boat launch area in adjacent stream

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):

According to the Architect's Condition Report, the Unit 5 dwelling's exterior roof, foundation, visible electrical and plumbing systems appear in satisfactory condition for their stated age and in sound condition, and that the structure and related systems have a probable expected useful life in excess of twenty years.

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	<u>X</u>		
Structures	<u>X</u>	<u>X*</u>	
Lot	<u>X</u>		

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 Interests:

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:

*** The dwelling located upon Unit 5 was built upon a kuleana before the adoption of the Kauai County Comprehensive Zoning Ordinance. No building permits were required or obtained for this structure. The kuleana has since been moved to a different location. Because of the lack of permits, this structure is considered non-conforming by the County. It is also considered a dwelling, being the single dwelling permissible upon Unit 5 under the Declaration of Condominium Property Regime. If a buyer of Unit 5 desires to build a more substantial dwelling upon Unit 5, then it will be necessary that it be constructed by enlarging the present structure (with building permits) or that the existing dwelling be removed or converted to a non-dwelling use.**

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 June 2, 2006 and issued by Commonwealth Land 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>
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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:

Unit 1, 2, 3, 4 and 5 sheds are more than one year old

The Unit 5 dwelling is over 40 years old.

Developer makes no representations regarding any other improvements in the Project, but believes that there are recently constructed dwellings upon Units 1, 3 and 4.

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
- self-managed by the Association of Apartment Owners
- the Developer or Developers affiliate
- Other: _____

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

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

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

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

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 July 10, 2006
Exhibit D contains a summary of the pertinent provisions of the escrow agreement.
- Other Specimen Apartment Deed

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 buyers 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 _____

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites.

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs

Website to access rules: www.hawaii.gov/dcca/har

This Public Report is a part of Registration No. 4212 filed with the Real Estate Commission on July 16, 1999

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

YELLOW paper stock

WHITE paper stock

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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. You should also conduct your own investigations and ascertain the validity of information provided.

It is anticipated that the initial improvements on each unit 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").

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.

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.

The Developer herein owns only Unit 5, which has an old, small dwelling and a shade shed. Developer has amended the Declaration and Condominium Map to correct the status of the old dwelling as reflected in those documents. According to information available to Developer and Developer's real estate agents, and their visual observations, Unit 2 has the original shade shed, and dwellings have been built upon Units 1, 3 and 4. Although required to do so, to date the owners of Units 1, 3 and 4 have not amended the Declaration and Condominium Map to reflect the improvements made upon those units. The Developer does not know whether they will in fact amend those items as required by the Declaration.

Unit 5 of the Project is entitled to one farm dwelling in residential density. The Unit 5 dwelling, although initially the dwelling in a kuleana, with the moving elsewhere of that kuleana will now most probably be considered by the County of Kauai as the farm dwelling consuming the single permissible farm dwelling for Unit 5. It is believed, but not confirmed, that the Unit 5 dwelling is presently a legal, non-conforming use as a dwelling. It is further believed that in order to build a new dwelling within Unit 5, the existing Unit 5 dwelling will first have to be physically converted and permitted to non-residential use.

The Unit 5 dwelling, like the entire Unit 5 limited common element, is also located within the Special Management Area ("SMA") of the County, subjecting it to possible additional development restrictions, which should be thoroughly investigated by a potential purchaser of Unit 5. A copy of an SMA Permit Assessment Application is attached to this Report as Exhibit "I". The existing Unit 5 dwelling will most probably be deemed by the County as the single residential exemption from the SMA provisions, provided that no dwellings exist within the SMA area of Units 2, 3 or 4.

Further development of Unit 5, including any remodeling of the Unit 5 dwelling, will be subject to all applicable County of Kauai ordinances and codes. Flood or hazard insurance may not be available to the existing Unit 5 structure or any other structures located or created thereon. The existing Unit 5 structure will almost certainly be considered by the County of Kauai as a "farm dwelling". It will have to be converted to another use by appropriate County permits in order for another farm dwelling to be constructed upon Unit 5.

The owner of Unit 5 shall have all liability associated with the construction, operation and use of Unit 5.

The present County ordinances allow one guest house in the Project. This right is assigned to Unit 3. This right may be assigned to any other unit in the Project only by written agreement recorded in the Bureau of Conveyances.

Unit 5 is listed for sale with Coldwell Banker Bali Hai Realty, Inc.

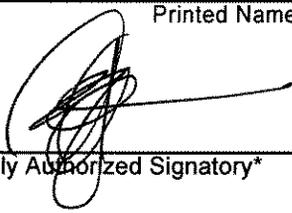
THIS PUBLIC REPORT AND THE DISCLOSURES CONTAINED HEREIN APPLY ONLY TO UNIT 5.

THE DEVELOPER'S FINAL PUBLIC REPORT EXPIRED ON OCTOBER 13, 2000. PURSUANT TO SECTION 16-107-19, HAWAII ADMINISTRATIVE RULES, SALES CONTRACTS EXECUTED DURING THE PERIOD THAT THE PUBLIC REPORT WAS NOT IN EFFECT MAY BE RESCINDED AT THE OPTION OF THE PURCHASER AND ALL MONIES REFUNDED TO THE PURCHASER. THE PURCHASER'S RIGHT TO RESCIND UNDER THIS RULE SHALL BE VOID THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTIFICATION OF THESE RIGHTS FROM THE DEVELOPER OR HIS REAL ESTATE AGENT.

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.) **Please see below***
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

Floyd A. Miller, Jr., Developer for Unit 5 only

 Printed Name of Developer

By:  _____
 Duly Authorized Signatory*

July 10, 2006

 Date

Floyd A. Miller, Jr., Developer for Unit 5 only

 Printed Name & Title of Person Signing Above

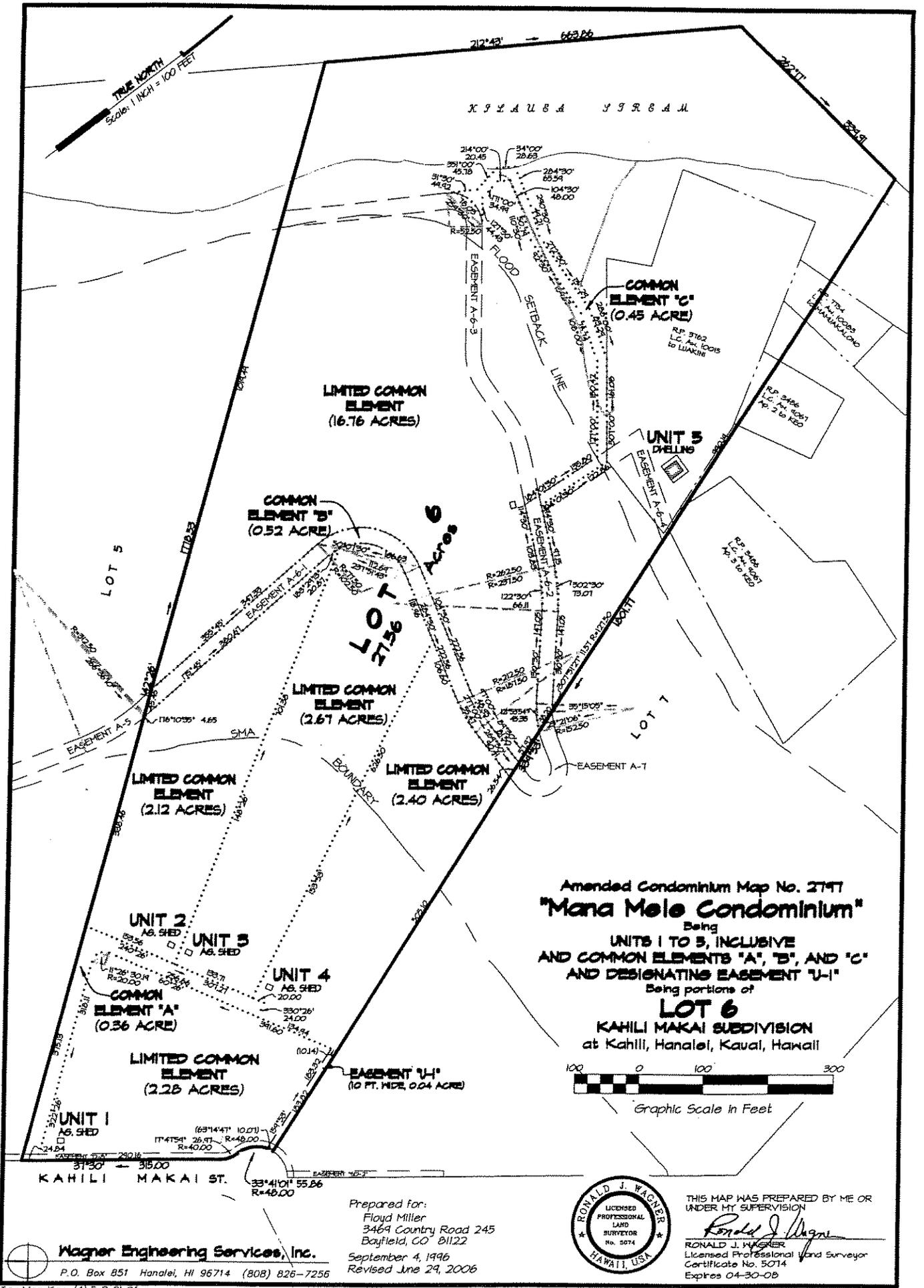
Distribution:

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

***As a result of the adoption by the County of Kauai of its Comprehensive Zoning Ordinance, the pre-existing Unit 5 dwelling was rendered a legal, non-conforming structure.**

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

Exhibit A - Condominium Map



Tax Map Key: (4) 5-2-2106



ENGINEER'S CERTIFICATION

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

The undersigned, being a licensed Land Surveyor and Engineer within the State of Hawaii, and bearing Registration Numbers 5074 and 4221, respectively, hereby certifies that the Amended Condominium Map No: 2797 for the project known as "MANA MELE CONDOMINIUM" accurately reflects the location and division of the apartment units and the dimensions of the limited common elements. Floor plans and elevations of the structures comprising the project are subject to a separate certification by a Hawaii-licensed architect or engineer, to be attached hereto.

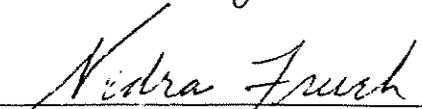
WAGNER ENGINEERING SERVICES, INC.





Ronald J. Wagner, P.E., L.S.

Subscribed and sworn to before me
this 30th day of June, 2006



NOTARY PUBLIC, State of Hawaii

My commission expires: May 23, 2010

Project No. 4155.1

EXHIBIT B

SUMMARY OF SALES CONTRACT

Each sales contract ("Contract" herein) for a Unit in MANA MELE CONDOMINIUM project (the "Project") will be on a Hawaii Association of Realtors standard printed form of Deposit Receipt Offer and Acceptance (DROA), into which a Special Terms Addendum "A" is incorporated. The Contract will contain, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized here):

1. The total purchase price and the timing and method of payment of it to the escrow agent, subject to other terms in the Contract. A buyer must obtain his/her own financing.
2. The additional costs and expenses not included in the purchase price to be paid respectively by Buyer and Seller relative to the purchase and sale of the Unit.
3. That all deposits and payments of Buyer shall be delivered to escrow and disbursed in accordance with the Condominium Escrow Agreement and the Buyer is subject to all of the terms of that agreement. Entitlement to any interest accruing on the deposits shall be subject to the terms of the DROA and the Condominium Escrow Agreement.
4. Whether, at the time of execution of the Contract, an effective date for a Final Public Report has been issued. If not, then the contract is merely a reservation agreement and may be cancelled at any time by either the Buyer or Seller and no deposit shall be accepted on behalf of the Seller.
5. The terms and conditions of the sale which include, among other provisions, the following:
 - (a) That buyer receive copies of the Final Public Report for the Condominium Property Regime, the Condominium Map, the Declaration of Condominium Property Regime, Bylaws of the Association of Apartment Owners, the form of Apartment Deed, and the Condominium Escrow Agreement and be given a stated period of time to read those documents; it shall be required that Buyer acknowledge that he/she has had such opportunity and accepts those documents.
 - (b) Risk of loss to the apartment and percentage interest in the common elements will be borne by Seller until the date of closing as defined in the Contract. Buyer will not be entitled to possession of the apartment until the date of closing.
 - (c) Until the Apartment Deed conveying title is delivered to Buyer, the Seller may exercise all of the powers of the Association and of the Buyer as a member thereof.
 - (d) After issuance of the Final Public Report and Buyer's waiver of its right to cancel under Hawaii Revised Statutes Section 514A-62, Buyer shall have the right to rescind the Contract only if there is a material change in the Project which directly, substantially and adversely affects the use or value of Buyer's apartment or appurtenant limited common elements or those amenities of the Project available for the Buyer's use, subject to waiver by

the Buyer pursuant to the terms set forth in the Contract and Hawaii Revised Statutes Section 514A-63.

- (e) The closing date for the purchase. Time shall be of the essence of the obligations of Buyer under the Contract.
- (f) The payment of commissions, if any.
- (g) Acknowledgement by Buyer that neither the Seller nor any of its representatives have made any representations as to the rental income or profit to be derived from the Unit.
- (h) Acknowledgement by Buyer that Sell makes no warranties of any kind regarding the Unit, the Project or any improvement, appliance or furnishing related thereto.
- (i) The Contract shall not be construed as a present transfer of any interest in the Property, but it is instead an agreement to transfer in the future, contingent upon issuance of an effective date by the Real Estate Commission of a Final Public Report for the Project.
- (j) In the event of default under the Contract by Buyer:
 - (i) Seller may bring an action against Buyer for breach of contract'
 - (ii) Seller may retain Buyer's deposit(s)'
 - (iii) Buyer shall be responsible for expenses incurred.
- (k) In the event of default under the Contract by Seller:
 - (i) Buyer may bring an action against Seller for breach of contract;
 - (ii) Buyer may bring an action compelling Seller to perform under the Contract;
 - (iii) Seller shall be responsible for expenses incurred.

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

End of Exhibit B

EXHIBIT C

SCHEDULE OF APARTMENTS AND COMMON INTERESTS

<u>Quantity</u>	<u>Unit No.</u>	<u>Area of Limited Common Element* (Acres)</u>	<u>No. of Bedroom/ Bath</u>	<u>Approx. Net Living Area (Sq. Ft.)</u>	<u>Approx. Other Area (Sq. Ft.)</u>	<u>% of Common Interest</u>
1	1	2.28	#	#	#	20%
1	2	2.12	#	#	#	20%
1	3	2.67	#	#	#	20%
1	4	2.40	#	#	#	20%
1	5	16.76	1/1	473	20 (shed) 468 (deck)	20%

Units 1, 2, 3 and 4 each began this project with only a 20 square foot shed by way of physical improvements. Unit 5 began with a 20 square foot shed plus the structure now considered the dwelling that is reflected above. Dwellings have since been built upon Units 1, 3 and 4. Developer herein makes no representations regarding the size or configurations of those dwellings, nor whether any of the original sheds still exist upon Units 1, 2, 3, or 4.

Pursuant to Section 16-107-5, Hawaii Administrative Rules, reference is hereby made to the method by which common interest has been computed. Units 1, 2, 3, 4 and 5 will each burden the common elements equally. Therefore, the assessment of undivided interest both for common expense and for voting is 20% 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.**

EXHIBIT D

SUMMARY OF ESCROW AGREEMENT

The Condominium Escrow Agreement ("Agreement") between TITLE GUARANTY ESCROW SERVICES, INC. a Hawaii Corporation (the "Escrow"), and the Owner of MANA MELE CONDOMINIUM project, (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 deliver an executed copy of the sales contract to Escrow. Seller will require that all payments due under the sales contract on account of the purchase price be made to Escrow to be held and disbursed pursuant to the Agreement and Chapter 514A of Hawaii Revised Statutes.

2. Escrow will, within a reasonable time of receipt, deposit all funds in a federally-insured, interest-bearing account at a bank, savings and loan association, or trust company authorized to do business in Hawaii, with interest to be paid as specified in the sales contract, and if not so specified, then as described in Paragraph 2 of the Agreement.

3. No disbursement of funds held under the Agreement shall be made, except by way of refunds, until an effective date for a Final Public Report has been issued by the Real Estate Commission and the potential Buyer has acknowledged, or is deemed as having acknowledged, receipt of a copy of the Final Public Report and Seller or Seller's attorney have delivered a written opinion to Escrow that the sales contract has become effective and that certain other legalities discussed in Paragraph 3 of the Agreement have been met.

4. Paragraph 4 of the Agreement describes the return by Escrow of funds to the Buyer under various circumstances of failed contingencies, rescission, cancellation and other failures of the purchase to conclude. It includes discussion of the circumstances when interest, cancellation fees and reimbursement of certain expenses may also be payable to the Buyer.

5. The Agreement describes the duties of Escrow to notify purchasers when funds are to be returned to them and what occurs when those funds are not claimed.

6. Escrow will be responsible to promptly and diligently arrange for and supervise the signing of all documents which are to be signed subsequent to and contemplated by the sales contract and shall act with diligence and dispatch, to perform all necessary and customary escrow functions to close the sale pursuant to the terms and conditions set forth in the sales contracts. Escrow will see to the transfer of title to the Buyer and the disbursement of the sales proceeds to Seller, and the recording and delivery of the appropriate conveyancing, loan, release and other transaction documents. Provision is made in Paragraph 8 for dealing with any defects in documents.

7. Seller shall give written notice to Buyer with a copy to Escrow of payments due under the sales contract. Escrow will collect payment due from Buyer as specified by Developer. Escrow will notify Seller of any default in such payment by Buyer or if Buyer fails to

perform in any matter that is being handled by Escrow, and if Seller certifies in writing to Escrow that Seller has terminated the sales contract in accordance with the terms thereof, and supplies Escrow with copies of the notices of termination, then Escrow shall thereafter treat all funds of the Buyer paid on account of the sales contract as funds of the Seller and not of the Buyer and shall hold them for the account of the Seller, free of the escrow. Upon written request of Seller, Escrow will pay such sums to Seller, less any escrow cancellation fee. Any partially executed conveyance documents held by Escrow shall be returned to Seller. Escrow shall hold all other documents theretofore delivered to Escrow for the statutory period.

8. Escrow, in carrying out its responsibilities under the Agreement, is provided several important protections and limitations to its liability. Escrow is not required to resolve any disputes and may instead await settlement or remove itself by depositing monies held by it into court. Seller and Buyer are required to indemnify and hold Escrow harmless from costs, damages and liabilities of all sorts incurred by Escrow for any act of Escrow that is not generally accepted as a reasonable business practice in the Honolulu business community.

9. Escrow's compensation for performance as escrow holder hereunder and for issuing title insurance shall be according to its scheduled rates plus applicable excise tax. In addition, Escrow will charge Buyer a fee of \$100 for each mortgage obtained by Buyer if it is not from a lender designated by Seller. Escrow will also charge a cancellation fee commensurate with its services, but not less than \$25 plus all costs incurred by Escrow, as well as a fee for changing documents previously approved.

SPECIAL NOTICE: THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH OR EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE AGREEMENT, WHICH IS FAR MORE COMPREHENSIVE AND DETAILED THAN THIS SUMMARY. WHILE ONE CAN USE THIS SUMMARY AS A VERY GENERAL SUMMARY OF SOME KEY TERMS 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) Common element AU-1 (formerly Common Element "B") consisting of pedestrian access over portions of existing subdivision easements A-6-1, A-6-2 and A-6-3 within the project;
- (c) Easement A-7 over portions of adjoining Lot 7 of the Kahili Makai Subdivision, which together with Common Element AU-1 and AU-2 provide access to Kilauea Stream;
- (d) Common Element AU-2 (formerly Common Element "C"), which connects to Common Element AU-1 and allows access for persons and recreational equipment to reach Kilauea Stream.
- (e) the stream access and boat launch area at the point common element C abuts Kilauea Stream, as depicted on the Condominium Map, which area is located on Unit 5. This area is for canoes, kayaks and similar small craft. This area is currently unimproved, and physical development shall occur only upon 80% common interest approval by the owners. If development occurs, the costs shall be borne according to the respective common interests in the Project;
- (f) 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
- (g) 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 Units 1, 2, 3, 4 and 5 are located, shown and designated on the Condominium Map and the table below:

<u>Unit Number</u>	Area of Limited	<u>Common Element</u>
1		2.28 acres
2		2.12 acres
3		2.67 acres
4		2.40 acres
5		16.76 acres

The roadway/utility limited common element "AU-3" serving units 1-4, containing an area of 0.36 acres.

The utility limited common element U-1, a 10-foot wide utility easement over Unit 1 in favor of Unit 4.

***Land areas referenced herein are not legally subdivided lots.**

EXHIBIT F

ENCUMBRANCES AGAINST TITLE

1. Any unpaid real property taxes. Tax Key: (4) 5-2-021-006 - CPR #0005
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Flood setback lines as shown on the map of the "KAHILI MAKAI SUBDIVISION," prepared by Cesar C. Portugal, Registered Land Surveyor, dated October 27, 1981.
4. Designation of Easement "D-8" for irrigation purposes, as shown on the map of the "Kahili Makai Subdivision: prepared by Cesar C. Portugal, Registered Land Professional Surveyor, Certificate No. 2225-SE, dated October 27, 1981, and more particularly described as follows:

Being a portion of Lot 6, Kahili Makai Subdivision, at Kahili, Kilauea, Hanalei, Kauai, Hawaii, and more fully described as follows:

Beginning at the Southeast corner of this parcel of land, being also the South corner of Lot 7 and on the Northwesterly side of Lot 11 (Roadway), Kahili Makai Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAMOKU" being 8,245.74 feet North and 3,644.25 feet West, thence running by azimuths measured clockwise from true South:

Thence along Lot 11 (Roadway), Kahili Makai Subdivision, on a curve to the left having a radius of 48.00 feet, the chord azimuth and distance being:

1. 33° 41' 01" 55.86 feet;

Thence along same on a curve to the right having a radius of 40.00 feet, the chord azimuth and distance being:

2. 17° 47' 59" 26.97 feet;
3. 37° 30' 315.00 feet along same;
4. 142° 26' 10.35 feet along Lot 5, Kahili Makai Subdivision;
5. 217° 30' 312.33 feet along the remainder of Lot 6, Kahili Makai Subdivision;

Thence along same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:

6. 197° 47' 59" 20.23 feet;

***Exhibit F – Encumbrances
Against Title***

Thence along same on a curve to the right having a radius of 58.00 feet, the chord azimuth and distance being:

7. 213° 44' 12" 67.59 feet;

8. 339° 53' 10.00 feet along Lot 7, Kahili Makai Subdivision, to the point of beginning and containing an area of 0.09 acre, more or less.

5. AGREEMENT TO INCORPORATE AGRICULTURAL RESTRICTIONS INTO INSTRUMENTS OF CONVEYANCE

By and Between: BETA PACIFIC, INC., a Hawaii corporation, and COUNTY OF KAUAI PLANNING DEPARTMENT

Dated: February 18, 1982

Book: 16378

Page: 307

6. The terms, provisions, covenants, easements and reservations as contained in the following:

DECLARATION OF RIGHT OF USE

Dated: April 6, 1982

Book: 16378

Page: 358

but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons

7. Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in the following:

DEED

Dated: May 25, 1982

Book: 16378

Page: 378

but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons

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

"Reserving unto Beta Pacific, Inc., a Hawaii corporation, its successors and assigns, the right to grant to any other owner of any property within the "Kahili Makai Subdivision" easements over, under and across Easement 'D-8" of which Lot 6 described herein is subject to, as shown on the map of the "Kahili Makai Subdivision" prepared by Cesar C. Portugal, Registered Land Surveyor, Certificate No. 2225-Southeast, dated October 27, 1981 for the purpose of providing irrigation water to the owners of property within the "Kahili Makai Subdivision," under such terms and conditions said Beta Pacific, Inc., its successors and assigns, in its absolute discretion, deems desirable."

8. As to that portion of Lot 6 being Royal Patent Number 3762, Land Commission Award 10015 to Laukini, the right, title and interest, if any, of the heirs and assigns of Henry Long, also known as Henry Dwyer Long; heirs and assigns of Sara L. Fernandez, also known as Sara Long Fernandez; heirs and assigns of Rosalina Chandler; heirs and assigns of Rosalina Inciong, also known as Roseline Gooman Inciong; heirs and assigns of Rubin Gooman, also known as Rubin Akamu Gooman, Stuart Gooman; Aaran Gooman; Morgan Gooman; and Karen Gooman.

9. RIGHT OF ENTRY

In Favor Of: CITIZENS UTILITIES COMPANY
Dated: April 27, 1982
Book: 17511
Page: 488
Purpose: granting a right of entry for the purposes of building, constructing, repairing, maintaining and operating pole and wire lines, and/or underground lines, etc., for the transmission and distribution of electricity and for communications and control circuits and other incidental purposes.

10. The terms, provisions, covenants, easements and reservations as contained in the following:

DECLARATION AND GRANT OF EASEMENT

Dated: June 9, 1983
Book: 17178
Page: 237
but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped

persons

11. Designation of Easement "A-6-1" (25 feet wide) for ingress and egress purposes, in favor of Lot 5, as set forth in that certain undated Declaration Regarding Easements, recorded as Document No. 93-056508, and amended by Amendment to Declaration Regarding Easements dated December 14, 1993, recorded as Document No. 93-213173, more particularly described as follows:

All of that certain parcel of land being an Access Easement, A6-1 (25 feet wide) affecting Lot 6, Kahili Makai Subdivision, situated at Kahili, Hanalei, Kauai, Hawaii;

Being a portion of R.P. 8323, L.C. Aw. 8559-B, Apana 38 to William C. Lunalilo, and more particularly described as follows:

Being a strip of land extending 12.50 feet on both sides of the following centerline:

Beginning on the South end of said centerline at the Northeast boundary of Lot 5, Kahili Makai Subdivision, the coordinates of which referred to Government Survey Triangulation Station "KAMOKU" being 8,507.30 feet North and 4,324.15 feet West and running by azimuths measured clockwise from true South:

1. 175° 45' 366.33 feet over and across Lot 6, Kahili Makai Subdivision;
2. Thence over and across Lot 6, Kahili Makai Subdivision on a curve to the right with a radius of 90.00 feet, the chord azimuth and distance being:
230° 07' 30" 146.31 feet;
3. 284° 30' 222.56 feet over and across Lot 6, Kahili Makai Subdivision;
4. Thence over and across Lot 6, Kahili Makai Subdivision on a curve to the left with a radius of 200.00 feet, the chord azimuth and distance being:
277° 00' 52.21 feet;
5. 269° 30' 85.79 feet over and across Lot 6, Kahili Makai Subdivision to the east end of said centerline at the West boundary of Lot 7, Kahili Makai Subdivision and containing an area of 22,451 square feet, more or less.

12. Designation of Easement "A-6-2" (25 feet wide) for ingress and egress purposes, in favor of Lots 5 and 7, as set forth in that certain undated Declaration Regarding

Easements, recorded as Document No. 93-056508, and amended by Amendment to Declaration Regarding Easements dated December 14, 1993, recorded as Document No. 93-213173, more particularly described as follows:

All of that certain parcel of land being an Access Easement, A6-2 (25 feet wide) affecting Lot 6, Kahili Makai Subdivision, situated at Kahili, Hanalei, Kauai, Hawaii;

Being a portion of R.P. 8323, L.C. Aw. 8559-B, Apana 38 to William C. Lunalilo, and more particularly described as follows:

Being a strip of land extending 12.50 feet on both sides of the following centerline:

Beginning at the Southeast end of said centerline at the West boundary of Lot 7, Kahili Makai Subdivision, the coordinates of which referred to Government Survey Triangulation Station "KAMOKU" being 8,988.84 feet North and 3,916.43 feet West and running by azimuths measured clockwise from true South:

1. Thence over and across Lot 6, Kahili Makai Subdivision on a curve to the right with a radius of 140.00 feet, the chord azimuth and distance being:

124° 32' 01" 29.10 feet;
 2. 130° 30' 147.05 feet over and across Lot 6, Kahili Makai Subdivision;
 3. Thence over and across Lot 6, Kahili Makai Subdivision on a curve to the left with a radius of 250.00 feet, the chord azimuth and distance being:

122° 30' 69.59 feet;
 4. 114° 30' 105.16 feet over and across Lot 6, Kahili Makai Subdivision to the Northwest end of said centerline and containing an area of 8,805 square feet, more or less.
13. Designation of Easement "A-6-3" (25 feet wide) for ingress and egress purposes, in favor of Lot 5, as set forth in that certain undated Declaration Regarding Easements, recorded as Document No. 93-056508, and amended by Amendment to Declaration Regarding Easements dated December 14, 1993, recorded as Document No. 93-213173, more particularly described as follows:

All of that certain parcel of land being an Access Easement, A6-3 (25 feet wide) affecting Lot 6, Kahili Makai Subdivision, situated at Kahili, Hanalei, Kauai, Hawaii;

Being a portion of R.P. 8323, L.C. Aw. 8559-B, Apana 38 to William C. Lunalilo, and more particularly described as follows:

Being a strip of land extending 12.50 feet on both sides of the following centerline:

Beginning on the Southeast end of said centerline at the Northwest end of Easement A-6-2, affecting Lot 6, Kahili Makai Subdivision, the coordinates of which referred to Government Survey Triangulation Station "KAMOKU" being 9,182.25 feet North and 4,207.51 feet West and running by azimuths measured clockwise from true South:

1. 114° 30' 79.46 feet over and across Lot 6, Kahili Makai Subdivision;
 2. Thence over and across Lot 6, Kahili Makai Subdivision on a curve to the left with a radius of 150.00 feet, the chord azimuth and distance being:
103° 00' 59.81 feet;
 3. 91° 30' 62.62 feet over and across Lot 6, Kahili Makai Subdivision;
 4. Thence over and across Lot 6, Kahili Makai Subdivision on a curve to the right with a radius of 90.00 feet, the chord azimuth and distance being:
109° 30' 55.62 feet;
 5. 127° 30' 195.13 feet over and across Lot 6, Kahili Makai Subdivision;
 6. Thence over and across Lot 6, Kahili Makai Subdivision on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being:
79° 30' 59.45 feet;
 7. 31° 30' 264.09 feet to the West end of said centerline at the Northeast boundary of Lot 5, Kahili Makai Subdivision and containing an area of 19,627 square feet, more or less.
14. Designation of Easement "A-6-4" (25 feet wide) for ingress and egress purposes, in favor of Lot 7, as set forth in that certain undated Declaration Regarding Easements, recorded as Document No. 93-056508, and amended by Amendment to Declaration Regarding Easements dated December 14, 1993, recorded as Document No. 93-

213173, more particularly described as follows:

All of that certain parcel of land being an Access Easement, A6-4 (25 feet wide) affecting Lot 6, Kahili Makai Subdivision, situated at Kahili, Hanalei, Kauai, Hawaii;

Being a portion of R.P. 8323, L.C. Aw. 8559-B, Apana 38 to William C. Lunalilo, and more particularly described as follows:

Being a strip of land extending 12.50 feet on both sides of the following centerline:

Beginning at the South end of said centerline at the Northwest end of Easement A-6-2, affecting Lot 6, Kahili Makai Subdivision, the coordinates of which referred to Government Survey Triangulation Station "KAMO.KU" being 9,190.03 feet North and 4,194.43 feet West and running by azimuths measured clockwise from true South:

1. 184° 00' 177.90 feet over and across Lot 6, Kahili Makai Subdivision;
2. 287° 30' 150.43 feet over and across Lot 6, Kahili Makai Subdivision to the East end of said centerline at the West boundary of Lot 7, Kahili Makai Subdivision and containing an area of 8,208 square feet, more or less.

15. WAIVER AND RELEASE

By: THOMAS WEINBERG
Dated: November 4, 1996
Document No. 96-158845
Re: Indemnify and hold harmless the County of Kauai by and for the Department of Water and Board of Water Supply from any claim, action, suit or demand for issuance of a building permit

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

DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "MANAMELE CPR"

Dated: undated
Document No. 98-139884
but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does

not discriminate against handicapped persons.

Condominium Map No. 2797, to which reference is hereby made.

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PROPERTY
REGIME OF "MANA MELE"**

Dated: May 3, 1999
Document No. 99-074248
to which reference is hereby made

The foregoing Amended and Restated Declaration of Condominium Property Regime of Mana Mele was amended by the following:

<u>Document No.</u>	<u>Dated</u>
99-115241*	June 17, 1999
2000-039887	February 16, 2000
2006-137668	July 10, 2006

*CONSENT AND JOINDER TO said Amended and Restated Declaration and to said amendment of Amended and Restated Declaration is dated June 29, 1999, recorded as Document No. 99-115238, by THOMAS WEINBERG, unmarried.

17. **BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS OF MANAMELE CPR**

Dated: August 5, 1998
Document No. 98-139885
to which reference is hereby made

The foregoing By-Laws of the Association of Unit Owners of Mana Mele was amended by the following:

<u>Document No.</u>	<u>Dated</u>
99-115239	July 1, 1999

CONSENT AND JOINDER TO said By-Laws and amendment of By-Laws is dated June 29, 1999, recorded as Document No. 99-115238, by THOMAS WEINBERG, unmarried.

18. The terms, provisions, covenants, easements and reservations as contained in the following:

APARTMENT DEED (ORIGINAL)

Dated: May 20, 1999
Document No. 99-1 1 5245

but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons

19. NOTICE OF DEDICATION TO AGRICULTURE

Dated: February 10, 2000
Effective: January 01, 2000
Document No. 2000-023398
Term: 10-year

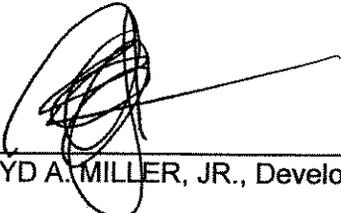
NOTE: Sale of the property may result in special tax assessment retroactive to the date of the dedication

**UPDATED DISCLOSURE STATEMENT (§ 514A-61)
FOR
UNIT 5 ONLY OF MANA MELE CONDOMINIUM**

Pursuant to Hawaii Revised Statutes, Section 514(A)-61, the Developer of Unit 5 of MANA MELE makes the following disclosures:

1. The Developer of Unit 5 is Floyd A. Miller, Jr., whose address is 3176 County Road 245, Bayfield, Colorado 81122, and whose phone number is (970) 884-1500.
2. See Exhibit H to the Final Public Report for the projected maintenance fees. The original Developer hereby certified that the estimations were based upon generally accepted accounting principles, but were made without a Reserve Study as defined in Section 514A-83.6 of Hawaii Revised Statutes. There are no depreciable common elements in the Project.
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. The Unit 5 apartment is to be used for agricultural purposes only and permitted residential use within the agricultural zone. It shall not be used for hotel or timeshare purposes. There will be no commercial use except those activities permitted by the County of Kauai Comprehensive Zoning Ordinance.
5. Unit 5 is listed with Coldwell Banker Bali Hai Realty, Inc. whose address is P. O. Box 930, Hanalei, Hawaii 96714 and whose telephone number is (808) 826-7244.
6. There are no outstanding notices of uncured violations of building code or other municipal regulations with regard to conditions upon Unit 5, and the Developer herein is unaware of any such violations elsewhere in the Mana Mele Condominium Project. The existing Unit 5 dwelling is a legal, non-conforming structure in that it was built prior to adoption of the County of Kauai's Comprehensive Zoning Ordinance. No building permits were required for it at that time. None have been obtained. Building permits will be required for any remodeling or replacement of this dwelling. Only one dwelling is allowed in Unit 5.
7. All of Unit 5 is within a County of Kauai Special Management Area. The buyer should consult with the Planning Department of the County of Kauai in order to see what, if any, restrictions will be imposed because of this.

Dated: July 10, 2006



FLOYD A. MILLER, JR., Developer

RECEIPT

The undersigned has received a copy of the foregoing Disclosure Abstract Statement with Exhibit F this _____ day of _____, 20____.

Purchaser(s):

***Exhibit G - Updated
Disclosure Abstract***

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

Attached is a copy of the Exhibit H which was part of the original Final Public Report having an effective date of September 13, 2000.

Developer herein discloses that the maintenance fees have not varied substantially from the figures so estimated. Developer shall disclose the actual current fees to a prospective purchaser of Unit 5.

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

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Common Expenses</u>	<u>Yearly Total</u>
1 - 5	\$20.00	\$240.00

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

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Service

Air Conditioning

Electricity

common elements only

common elements and apartments

Elevator

Gas

common elements only

common elements and apartments

Refuse Collection

Telephone

Water and Sewer

Maintenance, Repairs and Supplies

Building

Grounds

\$25.00

\$300.00

Road Maintenance

\$50.00

\$600.00

Water Tank

Boat Ramp for project

\$25.00

\$300.00

Insurance

Reserves (*)

Taxes and Government Assessments

Audit Fees

Other

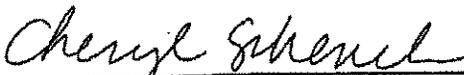
Management Fee

TOTAL

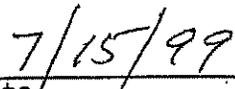
\$100.00

\$1,200.00

I, CHERYL SCHECNK, developer of the condominium project MANA MELE, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.



CHERYL SCHECNK


Date

(*)Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves," the Developer has not conducted a reserve study in accordance with section 514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

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

SPECIAL MANAGEMENT AREA PERMIT ASSESSMENT APPLICATION
COUNTY OF KAUAI
DEPARTMENT OF PLANNING

PART A:

OWNER: _____

APPLICANT: _____

APPLICANT'S STATUS IF NOT OWNER: _____

ADDRESS: _____

PHONE: _____

FAX NO.: _____

TMK: _____ ZONING: _____ SLUD: _____

GENERAL PLAN: _____ CURRENT LAND USE: _____

NATURE OF DEVELOPMENT: _____

*NOTE: An Environmental Assessment in accordance with HRS Chapter 343 is required for actions requiring a Shoreline Setback Variance. Please contact the Planning Department for further information:

VALUATION OF DEVELOPMENT: _____
(attached contractor's estimate)

DATE OF APPLICATION: _____

PART B:

THE PETITIONER SHALL BE RESPONSIBLE FOR FILING THE FOLLOWING WITH THE DEPARTMENT BEFORE AN APPLICATION IS CONSIDERED COMPLETE:

1. A written description of the proposed project, location and a statement of reasons/justification for project.
2. If property abuts the shoreline, a certified shoreline survey conducted by a registered land surveyor within 6 months of an application shall be submitted, except as may be waived by the Planning Director.
3. A plot plan of the property, drawn to scale, with all proposed and existing structures and other pertinent information. Also, preliminary building sketch plans are to be submitted.
4. Any other plans or information required by the Director.

Note: An Environmental Assessment or Environmental Impact Statement that has been declared adequate under the National Environmental Policy Act (NEPA) or under Chapter 343, HRS, may constitute a valid filing under this section.

5. Project assessment:

- a. Description of the area and environment involved including flora and fauna, and other features;

- b. Description of the existing land uses of the project site and surrounding areas;

- c. Description of how the proposed project will affect the area involved and surrounding areas. Specifically the assessment should evaluate if the proposal:

Yes No

- 1. involves an irrevocable commitment to loss or destruction of any natural or cultural resources, including but not limited to, historic sites, Special Treatment Districts as established by the County of Kauai Comprehensive Zoning Ordinance, viewplanes or scenic corridors as outlined in the Development Plans, and recreation areas and resources; ___ ___

Discussion:

- 2. curtails the range of beneficial uses of the environment; ___ ___

Discussion:

- 3. conflicts with the County's or the State's, long-term environmental policies or goals; ___ ___

Discussion:

- 4. substantially affects the economic or social welfare and activities of the community, County or State; ___ ___

Discussion:

- 5. involves substantial secondary impacts, such as population changes and effects on public facilities; ___ ___

Discussion:

6. in itself has no significant adverse effect but cumulatively has considerable effect upon the environment or involves a commitment for larger actions; _____

Discussion:

7. substantially affect a rare, threatened, or endangered species of animal or plant, or its habitat; _____

Discussion:

8. detrimentally affects air or water quality or ambient noise levels; or _____

Discussion:

9. affects an environmentally sensitive area, such as flood plain, shoreline, tsunami zone, erosion-prone area, geologically hazardous land, estuary, fresh water or coastal water; _____

Discussion:

10. may have a major effect on the quality of the environment or affect the economic or social welfare of the area; and _____

Discussion:

11. would possibly be contrary to the policies and guidelines of the Rules and Regulations, the County's General Plan, Development Plans, and Zoning and Subdivision Ordinances. _____

Discussion:

- d. Evaluation of the proposed development relative to the objectives and policies as contained in Chapter 205-A, HRS, an Section 3.0 of the Special Management Area (SMA) Rules and Regulations: (Please complete attached questionnaire)

RECREATIONAL RESOURCES:

Objective: Provide coastal recreational opportunities accessible to the public.

Check either "Yes" or "No" for each of the following questions. If your answer is "Yes" please elaborate or provide comments in "Discussion" section below.

- | | <u>Yes</u> | <u>No</u> |
|--|------------|-----------|
| 1. Will the proposed development adversely affect coastal resources uniquely suited for recreational activities that cannot be provided in other areas? | ___ | ___ |
| Discussion: | | |
| 2. Will the project require replacement of coastal resources having significant recreational value, including but not limited to surfing sites, sandy beaches and fishing areas, when such resources will be unavoidably damaged by the proposed development; or requiring reasonable monetary compensation to the State for recreation when replacement is not feasible or desirable? | ___ | ___ |
| Discussion: | | |
| 3. Is the project site near a State or County Park? | ___ | ___ |
| Discussion: | | |
| 4. Will the proposed development affect an existing public access to or along the shoreline? | ___ | ___ |
| Discussion: | | |
| 5. Will the proposed development provide public access to and/or along the shoreline? | ___ | ___ |
| Discussion: | | |
| 6. Will the proposed development encourage expanded recreational use of County, State, or Federally owned or controlled shoreline lands and waters having recreational value? | ___ | ___ |
| Discussion: | | |
| 7. Will the development generate point or non-point sources of pollution that will affect recreational value of coastal area? | ___ | ___ |
| Discussion: | | |

HISTORICAL RESOURCES:

Objective: Protect, preserve, and where desirable, restore those natural and man-made historic and pre-historic resources in the Special Management Area that are significant in Hawaiian and American history and culture.

Check either "Yes" or "No" for each of the following questions. If your answer is "Yes", please elaborate or provide comments in the "Discussion" section below.

- | | <u>Yes</u> | <u>No</u> |
|--|------------|-----------|
| 1. Is the project site within a Federal, State, and/or County designated historic/cultural district? | — | — |
| Discussion: | | |
| 2. Is the project site listed on or nominated to the Hawaii or National Register of Historic Places? | — | — |
| Discussion: | | |
| 3. Does the project site include land(s) which has not been previously surveyed by an archaeologist? | — | — |
| Discussion: | | |
| 4. If a archaeological survey has been conducted for the project site, has the survey been submitted to the State Historic Preservation Office for review and recommendations? | — | — |
| Discussion: | | |
| 5. Has any site survey revealed any information on historic or archaeological resources? (Please provide copy or reference of survey) | — | — |
| Discussion: | | |
| 6. Is the project site within or near a Hawaiian fishpond? | — | — |
| Discussion: | | |
| 7. Is the project located within or near a historic settlement area? (cemeteries, burials, heiaus, etc.) | — | — |
| <u>Discussion:</u> | | |

SCENIC AND OPEN SPACE RESOURCES:

Objective: Protect, preserve and, where desirable, restore or improve the quality of coastal scenic and open space resources.

Check either "Yes" or "No" for each of the following questions. If your answer is "Yes", please elaborate or provide comments in the "Discussion" section below.

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| 1. Does the project site abut or affect a valued scenic resources or landmark within the SMA? | ___ | ___ |
| Discussion: | | |
| 2. Does the proposed development affect existing shoreline open space and scenic resources? | ___ | ___ |
| Discussion: | | |
| 3. Does the proposed development involve alteration natural landforms and existing public views to and along the shoreline? | ___ | ___ |
| Discussion: | | |
| 4. Is the project compatible with the visual environment? | ___ | ___ |
| Discussion: | | |
| 5. Does the proposed action involve the construction of structures visible between the nearest coastal roadway and the shoreline? | ___ | ___ |
| Discussion: | | |
| 6. Is the project site within the Shoreline Setback Area (20 or 40 feet inland from the shoreline)? | ___ | ___ |
| <u>Discussion:</u> | | |

COASTAL ECOSYSTEMS:

Objective: Protect valuable coastal ecosystems from disruption and minimize adverse impacts on all coastal ecosystems.

Check either "Yes" or "No" for each of the following questions. If your answer is "Yes", please elaborate or provide comments in the "Discussion" section below.

- | | <u>Yes</u> | <u>No</u> |
|--|------------|-----------|
| 1. Is the project site a habitat for endangered species of flora and fauna? | — | — |
| Discussion: | | |
| 2. Will the proposed development adversely affect valuable coastal ecosystems of significant biological or economic importance? | — | — |
| Discussion: | | |
| 3. Will the proposed involve disruption or degradation of coastal water ecosystems through stream diversions, channelization, and similar land and water uses? | — | — |
| Discussion: | | |
| 4. Will the proposed development include the construction of special waste treatment facilities, such as injection wells, discharge pipes, septic tank systems or cesspools? | — | — |
| Discussion: | | |
| 5. Is there a wetland on the project site? | — | — |
| Discussion: | | |
| 6. Is the project site situated in or abutting a Natural Area Reserve or Wildlife Refuge or Sanctuary? | — | — |
| Discussion: | | |

ECONOMIC USES:

Objectives: Provide public or private facilities and improvements important to the State's economy in suitable locations.

Check either "Yes" or "No" for each of the following questions. If your answer is "Yes", please elaborate or provide comments within the "Discussion" section below.

- | | <u>Yes</u> | <u>No</u> |
|--|------------|-----------|
| 1. Does the project involve a harbor or port?
Discussion: | — | — |
| 2. Is the proposed development related to or near to an existing major hotel, multi-family, or condominium project?
Discussion: | — | — |
| 3. Does the project site include agricultural lands designated for such use?
Discussion: | — | — |
| 4. Does the proposed development relate to commercial fishing or seafood production?
Discussion: | — | — |
| 5. Does the proposed development relate to energy production?
Discussion: | — | — |

COASTAL HAZARDS:

Objectives: Reduce hazard to life and property from tsunami, storm waves, stream flooding, erosion, and subsidence.

Check either "Yes" or "No" for each of the following questions. If your answer is "Yes", please elaborate or provide comments within the "Discussion" section below.

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| 1. Is the project site within a potential tsunami inundation area as depicted on the National Flood Insurance Rate maps (FIRM)? | — | — |
| Discussion: | | |
| 2. Is the project site within a potential flood inundation area according to a FIRM? | — | — |
| Discussion: | | |
| 3. Does the project comply with the requirements of the Federal Flood Insurance Program? | — | — |
| Discussion: | | |
| 4. Has the project site or nearby shoreline areas experienced shoreline erosion? | — | — |
| Discussion: | | |
| 5. Have any seawalls/revetments/etc. been constructed or exist in the immediate vicinity? | — | — |
| Discussion: | | |

PROJECT ASSESSMENT cont'd:

- e. Evaluation of impacts which cannot be avoided and mitigating measures proposed to minimize that impact;

Discussion:

- f. Evaluation of the proposed development relative to Section 4.0 of the SMA Rules and Regulations in accordance with the following aspects:

1. Substantial adverse environmental or ecological effects;

Discussion:

2. Consistency or compliance of the proposed development relative to the goals and objectives of Chapter 205A, HRS and Section 3.0 of the SMA Rules and Regulations;

Discussion:

3. Consistency or compliance of the proposed development relative to the County General Plan, Development Plan, and zoning ordinances.

Discussion:

SIGNATURE OF APPLICANT/REPRESENTATIVE
(Print name of applicant/representative)

DATE

BRYAN J. BAPTISTE
Mayor



IAN K. COSTA
Director of Planning

SHEILAH N. MIYAKE
Deputy Director of Planning

**COUNTY OF KAUAI
PLANNING DEPARTMENT**

Kapule Building
4444 Rice Street Suite A473
Lihu'e, Hawai'i, 96766-1326

TELEPHONE: 808.241.6677
FAX: 808.241.6699

TO: DEVELOPERS, ATTORNEYS, ARCHITECTS, AND INTERESTED OTHERS

FROM: PLANNING DEPARTMENT

SUBJECT: APPLICATION REQUIREMENTS FOR USE PERMITS, VARIANCE PERMITS, SPECIAL PERMITS, CLASS IV ZONING PERMITS, SPECIAL MANAGEMENT AREA USE PERMITS, GENERAL PLAN/DISTRICT BOUNDARY/ZONING AMENDMENT PETITIONS, ENVIRONMENTAL IMPACT ASSESSMENTS FOR GENERAL PLAN AMENDMENT PETITIONS

The number of plot plans/location maps, proposed building floor/exterior elevations plans, and accompanying information required to be submitted for processing for the foregoing types of applications subject to Planning Commission review are as follows:

1. Application Form or Petition/Project Description: Original with signature plus 24 copies.
2. When applicable, Letter of Authorization from landowner: One (1) signed original addressed to the Planning Director, County of Kauai Planning Department.
3. Plot Plans/Location Map Amendments (i.e. Zoning, General Plan, District Boundary): Twenty five (25) copies.
4. Building Floor Plans/Exterior Elevations: Twenty five (25) copies (not applicable for General Plan, District Boundary, and Zoning Amendment Petitions).
5. Environmental Assessment (Chapter 343, Hawai'i Revised Statutes) for General Plan Amendments and Shoreline Setback Variances only: Original plus four (4) copies.

If you have any questions, please contact Bryan Mamacalay of our staff at (808) 241-6677.

A handwritten signature in black ink, appearing to read "Sheila N. Miyake".

SHEILAH N. MIYAKE
Deputy Planning Director