CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer LINDA L. ZELISKO
Address POST OFFICE BOX 390208, KAILUA-KONA, HI 96739

Project Name(*): UP-COUNTRY KONA
Address: 74-4933 MAMALAHOA HIGHWAY, KAILUA-KONA, HI 96740

Registration No. 4410

Effective date: July 10, 2001
Expiration date: August 10, 2002

Preparation of this Report:

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

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

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

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

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

Type of Report:

_____ **PRELIMINARY**: **(yellow)**
The developer may not as yet have created a 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 _____

__X__ **SUPPLEMENTARY**: **(pink)**
This report updates information contained in the:
[ ] Preliminary Public Report dated: _____
[X] Final Public Report dated: MAY 22, 2000
[ ] Supplementary Public Report dated: _____

And
[ ] Supersedes all prior public reports
[X] Must be read together with FINAL PUBLIC REPORT
[x] This report reactivates the FINAL public report(s) which expired on JUNE 22, 2001

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior condominium Specialist at 586-2644 to submit your request

FORM: RECO-30 286/986/189/1190/892/0198/0800

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required and attached to this report [**X**] 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.

[**X**] Changes made are as follows:

Condominium Map No. 3062, the mailing address for the Fee Owner, Developer, and person authorized to accept service of process, and the description of the size of the Common Area and Limited Common Area appurtenant to each apartment and the percentage interest in the common elements were amended by First Amendment to Condominium Property Regime of UP-COUNTRY KONA, recorded with the Bureau of Conveyances as Document No .2001-081747. The amendment to the Condominium File Plan shows changes to the location of the easement utilities and for access and egress to the project, and to the size of the Common Area and the Limited Common Area appurtenant to each of the apartments. Exhibits "B", "C" and "K" to this Public Report are amended and/or attached hereto to show the changes. In addition to the foregoing, the limitations on Permitted Alterations to Apartments are further clarified herein on Page 11.

SPECIAL ATTENTION

This is a Condominium Project, **not** a subdivision. The land area beneath and immediately appurtenant to each unit is designated as a LIMITED COMMON AREA and is NOT a legally subdivided lot. The doted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

This Public Report does not constitute approval of the Project by the Real Estate Commission, or any other governmental agency, nor does it ensure that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.

There are four buildings on the project, all of which are agricultural greenhouses or sheds and all of which may be defined as an "Apartment" under the Condominium Property Act. The agricultural greenhouses is not intended for human habitation. .

THERE ARE RESTRICTIONS ON THE NUMBER OF RESIDENTIAL DWELLING UNITS, OR OTHER STRUCTURES, WHICH MAY BE BUILT ON THE PROPERTY. THERE IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO BUILD A RESIDENTIAL DWELLING UNIT ON THE PROPERTY. THERE IS ALSO NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL STRUCTURE TO A RESIDENTIAL USE. ANY DWELLING CONSTRUCTED ON THE PROJECT MUST COMPLY WITH **CHAPTER 25 OF THE HAWAII COUNTY CODE AND RULE 13 OF PLANNING DEPARTMENT RULES**, AS THOSE RULES MAY BE ALTERED, AMENDED RE-INTERPRETED OR REPLACED. THE PURCHASER IS URGED TO CONSULT WITH THE APPROPRIATE COUNTY AGENCIES TO DETERMINE WHETHER THE PURCHASER MAY BUILD A RESIDENTIAL DWELLING UNIT, OR ANY OTHER TYPE OF STRUCTURE, ON THE PROPERTY

Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owners and emergency traffic, drainage facilities, etc., may not be provided, and services such as County street maintenance and trash collection may not be available for interior roads and driveways

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

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1. PERSONS CONNECTED WITH THE PROJECT

Developer: LINDA L. ZELISKO — Phone: (808) 325-6938
Name* (Business)
POST OFFICE BOX 390208
Business Address
KAILUA-KONA, HI 96739

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

N/A

Real Estate Broker: GIBRALTAR PACIFIC REALTY INC.
PRUDENTIAL WEST HAWAII REALTY. — Phone: (808) 327-3163
Name (Business)
75-5995 KUAKINI HWY., SUITE P
Business Address
KAILUA-KONA, HI 96740

Escrow: FIRST HAWAII TITLE CORP. — Phone: (808) 885-4822
Name (Business)
P. O. BOX 1180
Business Address
KAMUELA, HI 96743

General Contractor*: FLYING HAMMERS CONSTRUCTION, INC. — Phone: (808) 327-1001
Name (Business)
POST OFFICE BOX 392
Business Address
HOLUALOA, HI 96725

Condominium Managing Agent: THE PROJECT WILL BE SELF-MANAGED
BY THE ASSOCIATION OF APT. OWNERS — Phone: _____
Name (Business)
Business Address

Attorney for Developer: COLIN L. LOVE — Phone: (808) 329-2460
Name (Business)
POST OFFICE BOX 2072
Business Address
KAILUA-KONA, HI 96745

* 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
[X] Recorded - Bureau of Conveyances: Document No. 2000-045865
Book _____ Page _____
[ ] Filed - Land Court: Document No. _____

The Declaration referred to above has been amended by the following instrument [state name of document, date and recording/filing information]:

First Amendment to Declaration of Condominium Property Regime of UP-COUNTRY KONA Condominiums dated May 30, 2001, and filed in the Bureau of Conveyances on May 31, 2001, as Document No. 2001-081747

B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment numbers, and dimensions of each apartment.

The Condominium Map for this condominium project is:

[ ] Proposed
[X] Recorded - Bureau of Conveyances Condo Map No. 3062
[ ] Filed - Land Count Condo Map No. _____

The Condominium Map has been amended by the following instrument [state name of document, date and recording/filing information]:

First Amendment to Declaration of Condominium Property Regime of UP-COUNTRY KONA Condominiums dated May 30, 2001, and filed in the Bureau of Conveyances on May 31, 2001, as Document No. 2001-081747

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
[X] Recorded - Bureau of Conveyances: Document No. 2000-045866
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]:

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:

[X] Pets: As provided in the bylaws

[ ] Number of Occupants: _____

[X] Other: Except for vehicles belonging to guests, the owners/tenants of the apartments shall keep or park no more than two motor vehicles on the property at any one time. They shall not keep or allow any junked or abandoned vehicle or vessel on the property. The property shall not be used as a location for the repair of any vehicle or vessel if such repair includes painting other than minor touch-up, or the removal and rebuilding of any of a vehicle's or vessel's major parts other than as may be related to minor tune-ups and adjustments. If a vessel is kept on the property it shall be kept in the carport if one is available. The property shall not be used for the outdoor cleaning of any large fish or the slaughtering or outdoor cooking of any whole animals. The property shall not be used for dog kennels, or chicken or pig farming.

[ ] There are no special use restrictions.

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)
Greenhouse	4	0/0	0	48	Greenhouse

Total Apartments 4

***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:
Each apartment includes, but is not limited to, the exterior finished surfaces of all walls, the doors and door frames, windows and window frames along the perimeters, the air space within the perimeter, and all fixtures originally installed in the apartment. The apartments include the interior load-bearing columns, girders, beams and walls, the undecorated or unfinished surfaces of the floor and ceilings surrounding each apartment and any pipes, shafts, wires, conduits or other utility or service lines running through or servicing only that apartment. which are utilized for or serve more than one apartment. An apartment does not include any pipes, shafts, wires, conduits or other utility or service lines running through or servicing an apartment which are utilized for or serve more than one apartment.

Permitted Alterations to Apartments:
Alterations or additions within an apartment may be made without prior written notice to or the approval of the Board of Directors. If all of the requirements of the County of Hawaii and the State of Hawaii are met the owner of an apartment may be able to convert its greenhouse to one residence for use in conjunction with agriculture. Only one such residence shall be permitted within the Limited Common Area for each Apartment for a total of four such structures on the project. If an apartment is changed in any material way it will be necessary to file an Amended Declaration of Condominium Property Regime and submit amended Condominium File Plan, and amended elevations and floor plans for the modified apartment. The signature of all apartment owners will be required for the Amended Declaration of Condominium Property Regime. No structure shall be build in such a way that it unreasonably interferes with the view plane for any other structure.

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 given an effective date by the Hawaii Real Estate Commission
B) Declaration of Condominium Property Regime.
C) Bylaws of the Association of Apartment Owners.
D) House Rules.
E) Condominium Map.
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 SUBJECT TO TERMS OF FARM DWELLING AGREEMENT (EX. I) AND AGREEMENT TO PARTICIPATE IN SUBDIVISION (EX. J)

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

This Public Report is a part of Registration No. 4410 filed with the Real Estate Commission on APRIL 27, 2000.

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

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

D. The developer declares subject to the penalties set forth in section 514A-49(b) that his 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 (SLA 2000) [Section 514A-] The developer is required to make this declaration for issuance of an effective date for a final report)

E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

LINDA L ZELISKO
Printed Name of Developer

By: _____ 30 May 2001
Duly Authorized Signatory* Date

LINDA L. ZELISKO, FEE OWNER/DEVELOPER
Print Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Hawaii
Planning Department, County of Hawaii

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 "B"

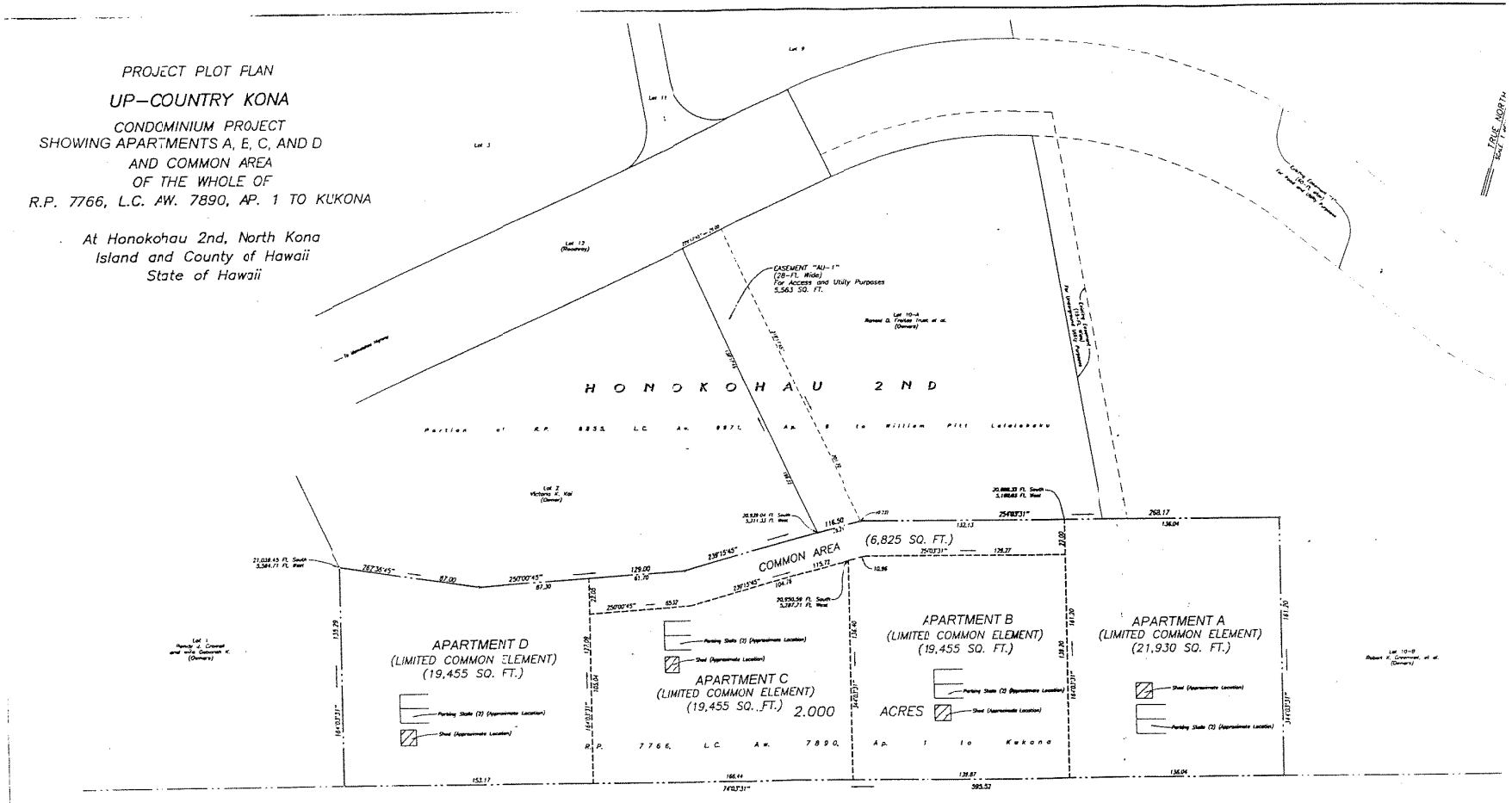
PARKING PLAN

PROJECT PLOT PLAN

UP–COUNTRY KONA

CONDOMINIUM PROJECT
SHOWING APARTMENTS A, E, C, AND D
AND COMMON AREA
OF THE WHOLE OF
R.P. 7766, L.C. AW. 7890, AP. 1 TO KUKONA

At Honokohau 2nd, North Kona
Island and County of Hawaii
State of Hawaii



NOTES:

1. Azimuths and coordinates are referred to Government Survey Triangulation Station "MAMUAHEA".
2. Names of owners of adjoining parcels are from available Tax Map records.

SPECIAL ATTENTION

The heavy dashed lines which appear on the Project Plot Plan are for illustrative purposes only and DO NOT represent apartment boundaries. Other dashed lines which may be shown hereon represent easements, radial lines and/or topographic features and are designated with their respective purposes.

This map was prepared by me or under my direct supervision.

CHRYSTAL THOMAS YAMASAKI
Licensed Professional Land Surveyor
State of Hawaii Certificate Number LS-

LICENSED PROFESSIONAL LAND SURVEYOR No. 4,331 HAWAII, U.S.A.

AMENDED CONDOMINIUM FILE PLAN NO. 3062

Prepared For: LINDA [illegible] (OWNER)

Prepared By: WES THOMAS ASSOCIATES

PROJECT NO.: 10152.4
DATE: . . . . JANUARY 7, .
FIELD BOOK NO.: . . NONE
. 4-06-02

EXHIBIT "C"
DESCRIPTION OF COMMON ELEMENTS
AND
LIMITED COMMON ELEMENTS

All of the property is Fee Simple.

In the various documents relating to this project, the term "Common Element" means the same thing as the term "Common Area", and the term "Limited Common Element" means the same thing as "Limited Common Area".

Common Elements are those portions of the condominium project other than the individual apartments. Common Elements are owned jointly by all apartment owners. The owners of each apartment own an undivided one-forth (1/4) interest (undivided 25% interest) in all of the Common Elements for all purposes, including voting. This means that the ownership **does not** depend on the size of an apartment or the use to which an apartment is put. The Common Elements include the land upon which the project is located, in fee simple, and all other portions of the project, other than the Apartments, including, specifically, but not limited to, the Common Elements mentioned in the Act that are actually constructed on the land, and all other portions of the Project necessary or convenient to its existence, maintenance and safety or normally in common use and which are not included as part of an apartment, including but not limited to following:

(a) The land in fee simple;

(b) All ducts, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities and installations over, under and across the project, if any, which serve more than one (1) apartment for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution, if any.

(c) The roof and all load bearing perimeter walls that serve more than one apartment, if any;

(d) Any and all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the Project.

(e) The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof, except as provided in the Condominium Property Act.

(f) Any such partition or division shall be subject to the prior consent thereto by the holder(s) of all mortgage(s) of any condominium Apartment(s) which are filed of record.

(g) All the rights, benefits and privileges, if any, inuring to the land or to the Condominium from all easements shown on the File Plan or listed in Exhibit "A", or acquired subsequent to the creation of those documents.

(h) Any and all other portions of the land and improvements that are not specifically designated for use by one or more specific Apartments, but which are intended for common use, including any directory facilities that may be established, and all other apparatus and installations the use of which exists for, is rationally allocated to or is necessary to the existence, upkeep and safety of more than one Apartment of the Condominium Project or which may otherwise be of common use.

(i) Common Area shown on the Condominium File. It serves as a driveway for both apartments and is approximately 6,825 square feet.

Unless clearly repugnant to the context thereof, the term "Common Elements" also means and includes the limited common elements hereinafter described.

Limited Common Elements are those portions of the Common Elements which are reserved for the exclusive use of the owners of certain apartments. They are often referred to as Limited Common Area.

Limited Common Elements for Apartment "A". The Limited Common Elements for Apartment A are the approximately 21,930 square feet of land appurtenant to Apartment "A". The land appurtenant to Apartment "A" is indicated by a dashed line on the Condominium File Plan. The dashed line, metes and bounds, courses and distances, and statement of a land area on Condominium File Plan **do not** indicate that the land has been subdivided. They only define the Limited Common Area for Apartment "A".

Limited Common Elements for Apartment "B". The Limited Common Elements for Apartment "B" are the approximately 19, 455 square feet appurtenant to Apartment "B". The land appurtenant to Apartment "B" is indicated by a dashed line on the Condominium File Plan. The dashed line, metes and bounds, courses and distances, and statement of a land area on the Condominium File Plan **do not** indicate that the land has been subdivided. They only define the Limited Common Area for Apartment "B".

Limited Common Elements for Apartment "C". The Limited Common Elements for Apartment "C" are the approximately 19,455 square feet appurtenant to Apartment "C". The land appurtenant to Apartment "C" is indicated by a dashed line on the Condominium File Plan. The dashed line, metes and bounds, courses and distances, and statement of a land area on the Condominium File Plan **do not** indicate that the land has been subdivided. They only define the Limited Common Area for Apartment "C".

Limited Common Elements for Apartment "D". The Limited Common Elements for Apartment "D" are the approximately 19,455 square feet appurtenant to Apartment "D". The land appurtenant to Apartment "D" is indicated by a dashed line on the Condominium File Plan. The dashed line, metes and bounds, courses and distances, and statement of a land area on the Condominium File Plan **do not** indicate that the land has been subdivided. They only define the Limited Common Area for Apartment "D".

Each apartment has an equal undivided one-half (1/4) interest (undivided 25% interest) in all of the common elements for all purposes, including voting.

THE ORIGINAL OF THE DOCUMENT RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES
DATE MAY 24 2001 TIME 1:34
DOCUMENT NO. 2001-077941

LAND COURT SYSTEM | **REGULAR SYSTEM**

Return by: MAIL ( ) PICKUP (X) TO:

Robert D. Triantos
Carlsmith Ball LLP
P. O. Box 1720
Kailua-Kona, Hawaii 96745-1720

Total Number of Pages 8

TITLE OF DOCUMENT:

GRANT OF EASEMENT FOR ROADWAY AND UTILITIES

PARTIES TO DOCUMENT:

GRANTOR: **RONALD D. FREITAS and AUDREY M. FREITAS, husband and wife,** whose mailing address is **P. O. Box 829, Holualoa, HI 96725**

GRANTEE: **LINDA ZELISKO, an unmarried woman,** whose mailing address is **P. O. Box 390208, Kailua-Kona, HI 96739**

AFFECTS TAX MAP KEY (3) 7-4-006:039
IN FAVOR OF 7-4-006:009: CPR UNITS "A", "B", "C" and "D"

4078495/5-7-01

EXHIBIT "K"

GRANT OF EASEMENT FOR ROADWAY AND UTILITIES

KNOW ALL MEN BY THESE PRESENTS: That **RONALD D. FREITAS and AUDREY M. FREITAS, husband and wife**, whose mailing address is **P. O. Box 829, Holualoa, HI 96725**, hereinafter called the "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to them in hand paid by **LINDA ZELISKO, an unmarried woman,** whose mailing address is **P. O. Box 390208, Kailua-Kona, HI 96739** , hereinafter called the "Grantee", the receipt whereof is hereby acknowledged, have sold and by these presents do hereby grant, bargain, sell, assign, convey and transfer unto the said Grantee, for the purposes and upon the uses and conditions herein stated, the easement shown on the map attached as Exhibit "A" and made a part hereof by reference.

TO HAVE AND TO HOLD the same unto the said Grantee, **as her sole and separate property,** her heirs, personal representatives and assigns.

This grant of easement is made on the following terms:

(1) This easement is for the benefit of and appurtenant to, and shall run with, that certain parcel of real property of the Grantee designated on the tax maps of the Third Taxation Division of the State of Hawaii as TMK 7-4-006:009: CPR UNITS "A", "B", "C" and "D", situate at Honokohau 1st, North Kona, County and State of Hawaii, being Land Commission Award 7890, containing an area of 2.0 acres, more or less.

(2) The rights herein granted are given solely for access and ingress and egress and underground utilities and for the purpose of grading, regrading, constructing, reconstructing, maintaining and repairing road improvements in, over, under and upon the easement area, said improvements having the purpose of providing ingress and egress and underground utility service for Grantee, and the Grantee's heirs, personal representatives and assigns, which grant shall run with and bind the real property of the Grantor situate at Papaakoko and Honokohau 1st and 2nd, North Kona, County and State of Hawaii, and bearing Tax Map Key (3) 7-4-006:039, and be binding upon the Grantor and their heirs, personal representatives and assigns as to such property.

(3) The grant and rights herein stated shall be perpetual (except as hereinbelow provided) and non-exclusive as to the Grantee, and the Grantee shall have no right to sell, assign, transfer or otherwise convey the grant and rights herein given except together with and incident to a sale or transfer of the Grantee's real property described above.

(4) Grantee shall be solely liable for and pay any costs and fees with respect to the construction and/or maintenance of any and all structures, facilities or other improvements on or within the easement area shown on Exhibit "A" for the purposes herein stated, provided, however, that in no event shall the completed road right-of-way i.e., the easement area, exceed twenty-eight (28) feet in width.

(5) Grantee shall comply with all County of Hawaii ordinances, codes and regulations with respect to any structures, facilities or other improvements constructed or placed on or within the easement area, for ingress and egress and underground utility purposes, shown on Exhibit "A" by Grantee.

(6) Grantee shall indemnify and hold the Grantor harmless from and against any and all claims, demands, causes of action, liabilities, damages, losses, fines, penalties, taxes, costs or expenses, including, without limitation, attorneys' fees and costs of court, which may be asserted against, reasonably incurred or paid by Grantor, which said claims, demands, causes of action, liabilities, damages, losses, fines, penalties, taxes, costs or expenses, including without limitation, attorneys' fees and costs of court, shall arise out of or be caused by the negligence or misconduct of the Grantee, any activities of the Grantee within the easement area and/or any structures, facilities or improvements placed on or within the easement area by the Grantee.

(7) Grantor shall retain the right to use the easement area and to make improvements thereon and therein, including but not limited to utilities, provided, however, that in every case such use and improvement by Grantor shall not unreasonably interfere with Grantee's use of the easement area for the purposes herein stated and Grantee shall repair and restore any injury or damage to the easement area and/or the improvements thereon or therein constructed by Grantee.

(9) The grant, rights, duties, obligations, benefits and burdens herein set forth shall be for the benefit of and binding upon the Grantor and Grantee herein, and their successors and assigns, as to their respective properties, for such time as they or their successors and assigns shall

own their respective properties, and the grantees of any lot or lots created by a subdivision of the said properties.

(10) The grant and rights herein stated shall terminate upon the dedication of the easement area, or any relocated easement area, to the County of Hawaii as a public roadway provided such dedicated roadway shall provide for access to the property of the Grantee described above.

The parties hereto agree that this Grant of Easement may be signed and acknowledged in counterparts, each of which shall be considered an original, and the counterparts shall together constitute one and the same agreement, binding all of the parties to the agreement, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Grant of Easement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

This Grant of Easement shall be interpreted under and governed by the laws of the State of Hawaii.

If any provision of this Grant of Easement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provisions to other persons or circumstances shall not be affected thereby.

This writing contains the entire agreement of the parties hereto concerning the subject matter hereof, and this Grant of Easement supersedes all other agreements and understanding (whether oral or written) heretofore or contemporaneously herewith made by the parties.

IN WITNESS WHEREOF, the parties have executed this instrument on this 7th day of MAY, 2001.

Ronald D. Freitas

RONALD D. FREITAS

Audrey M. Freitas

AUDREY M. FREITAS

"GRANTOR"

LINDA ZELISKO

"GRANTEE"

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 23rd day of April, 2001, before me personally appeared **RONALD D. FREITAS**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

Willetha T. Archer L.S.

Name: ~~WILLETHA T. ARCHER~~
Notary Public
State of Hawaii

My commission expires: 5-19-03

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 20th day of April, 2001, before me personally appeared **AUDREY M. FREITAS**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

Juliana Adams

Name: Juliana Adams.
Notary Public
State of Hawaii

LS

My commission expires: 3/16/2003

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 7th day of May, 2001, before me personally appeared **LINDA ZELISKO,** to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

Laura Lynn-Boots

Name: LAURA LAMM-BOOTS
Notary Public
State of Hawaii

My commission expires: 11-19-04

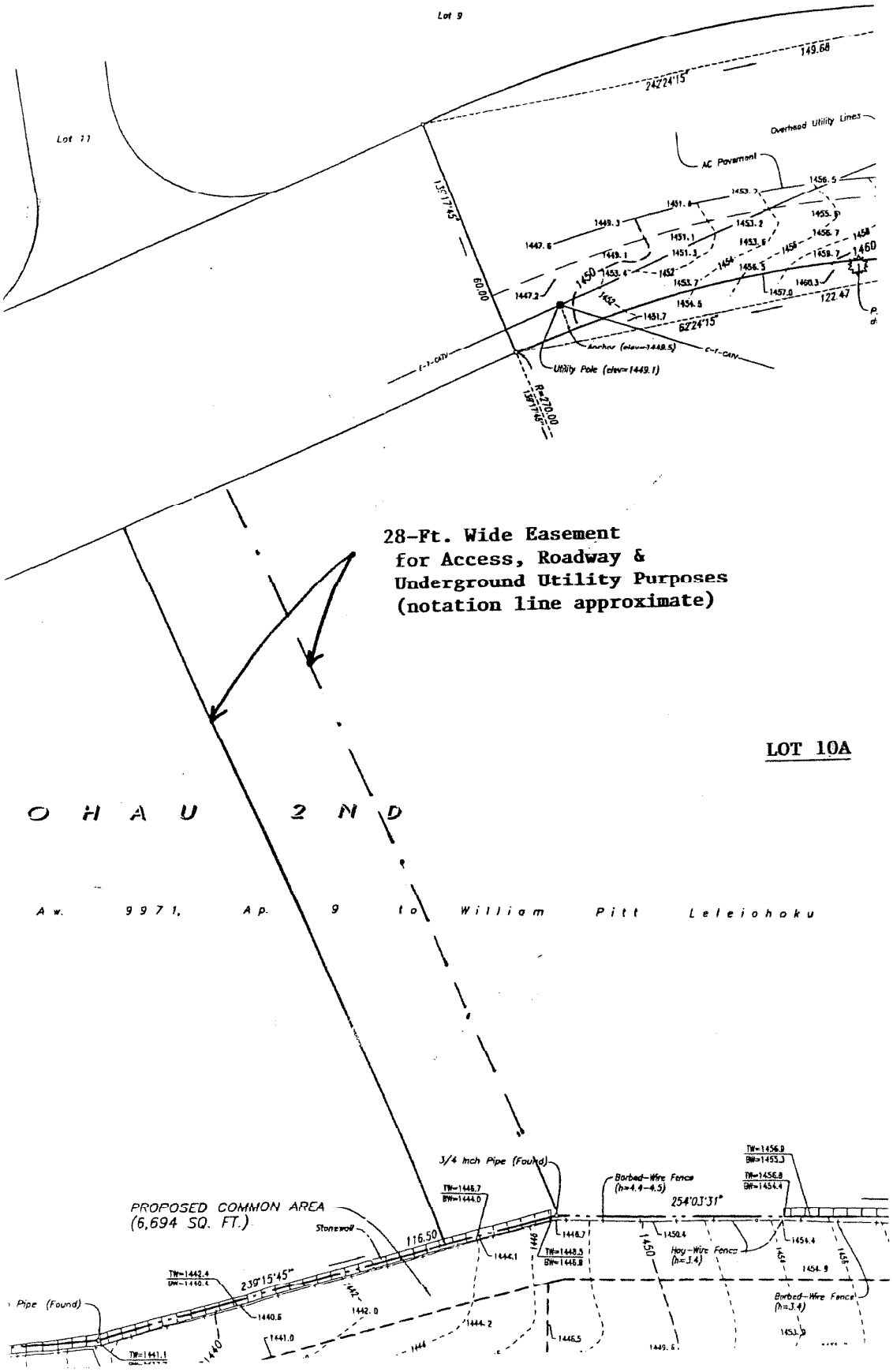


EXHIBIT "A"

END EXHIBIT "K"