

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer: MARTHA F. RYKER, M.D., Trustee of the Martha F. Ryker, M.D. Trust dated 10/1/96, as amended
Address: P. O. Box 547, Kalaheo, Kauai, Hawaii 96741

Project Name(*): MAI'A SPLIT ACRES CONDOMINIUM
Address: 3755 Waha Road, Kalaheo, Kauai, Hawaii 96741

Registration No. 4543
(Partial Conversion)

Effective date: January 13, 2004
Expiration date: February 13, 2005

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, in 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: February 1, 2001
 Supplementary Public Report dated: _____
- And Supersedes all prior public reports
 Must be read together with _____
 This report reactivates the _____
public report(s) which expired on _____

(*) Exactly as named in the Declaration
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-30 286/986/189/1190/892/0197/1098/0800/0203

h. Easement U-1 shall be in favor of Apartment 2 for utility purposes and the owner of Apartment 2 shall bear all costs and damages incurred in the use, maintenance and repair of Easement U-1.

i. The limited common element of Apartment 1 is subject to a utility easement in favor of Kauai Island Utility Cooperative and Verizon Hawaii Inc. including the perpetual right and easement to build and maintain overhead and underground utility lines and a right of entry upon the premises. Said utility easement is identified as the KIUC O/H Easement on Amended Condominium Map No. 3187.

SPECIAL ATTENTION

The Developer's Final Public Report expired on March 1, 2002. Pursuant to Section 16-107-19 of the 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 moneys refunded to the purchaser. The purchaser's right to rescind under this Rule, shall be void thirty (30) calendar days after receipt of written notification of these rights from the developer or his real estate agent.

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

The Developer discloses that, in order to process the necessary permits for the construction of a farm dwelling and the processing of a farm dwelling agreement on agriculturally zoned parcels, authorization from at least 75% of the legal and equitable ownership of the entire project shall be required, consistent with the Declaration of Condominium Property Regime and the Bylaws. Except as limited specifically by the project documents of record, all uses permitted in the agricultural zone are permitted. Such uses include, but are not limited to, growing crops, raising animals, residence, diversified agriculture, forestry, orchards and nurseries and wildlife management. See Kauai County Comprehensive Zoning Ordinance, Article 8.7. for detailed information. In relation to specifically permitted uses of buildings and other improvements, structures shall only be occupied or used for agriculture, associated residential uses or other uses permitted by law and the recorded project documents. A farm dwelling may not be constructed unless a unit owner demonstrates to the County his ability to derive income from his property, established and verified prior to any building permit approval.

A buyer should understand that development and use of the property shall be in compliance with all County Codes and Ordinances. If County facilities are not already in place, the prospective purchaser is advised that owners in the project will not necessarily receive the same County benefits as owners of approved subdivided lots; owners who develop their properties later than others may find that land use and zoning changes or insufficient utility capacities may thwart their expectations. Zoning and land use restrictions are subject to change and each purchaser should maintain awareness of such conditions.

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

The public report format currently in use by the Real Estate Commission ("Commission") is different from that upon which the final public report for this project was issued. This supplementary public report must be read together with the earlier report, and a prospective purchaser may desire to compare the previous report with this supplementary public report. Information contained on a specific page of this supplementary public report may not coincide to the same page number in the Final public report. Therefore, it is suggested that the table of contents be referred to when making comparisons between reports.

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

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General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common Elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: MARTHA F. RYKER, M.D., Trustee of the Martha F. Ryker, M.D. Trust dated 10/1/96, as amended Phone: (808) 245-1933
Name* (Business)
P. O. Box 547
Business Address
Kalaheo, Hawaii 96741

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 Brokers*: Regency Pacific Realty, LLC Phone: (808) 742-5006
d/b/a Regency Pacific Realty Name (Business)
3417 East Poipu Road, Suite 110
Business Address
Koloa, Hawaii 96756

and Prosser Realty, Inc. Phone: (808) 639-8516
4379 Rice Street
Lihue, Hawaii 96766

Escrow: Title Guaranty Escrow Services, Inc. Phone: 808-521-0211
Name (Business)
235 Queen Street, First Floor
Business Address
Honolulu, Hawaii 96813

General Contractor*: _____ Phone: _____
Name (Business)
Business Address

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

Attorney for Developer: Glen T. Hale Phone: 808-245-4100
Name (Business)
2970 Kele Street Suite 110
Business Address
Lihue, Hawaii 96766-1803

*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. 2000-163251

Book _____ Page _____

Filed - Land Court:

Document No. _____

The Declaration referred to above has been amended by the following instruments: First Amendment to Declaration of Condominium Property Regime Mai'a Split Acres Condominium, dated November 7, 2003, recorded as Document No. 2003-274751.

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. 3187

Filed - Land Court Condo Map No. _____

The Condominium Map has been amended by the following instruments: Amended Map No. 3187, dated October 15, 2003, recorded as Exhibit A to the First Amendment to Declaration of Condominium Property Regime Mai'a Split Acres Condominium identified above, and filed contemporaneously therewith.

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. 2000-163252

Book _____ Page _____

Filed - Land Court:

Document No. _____

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

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

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules
(See Exhibit F)

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 interests which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>100%</u>
Bylaws	65%	<u>65%</u>
House Rules	----	<u>Majority vote of Board</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:

Developer has reserved the right under Paragraph 15.0 of the Declaration to alter the units in the Project which it owns without the approval of the Association or the other apartment owner and to amend the Condominium Map to note changes resulting from the exercise of the Developer's reserved rights under Paragraph 15.0. Developer has also reserved the right under Paragraph 16.0 to record any "as built" statements as required by law.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- Leasehold or Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanation regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per Month Year

For Sub-leaseholds:

- Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:
 Canceled Foreclosed
- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

- Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Sub-leasehold:

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: Month Year

[] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 3755 Waha Road Tax Map Key: (TMK): (4) 2-3-018:002
Kalaheo, Hawaii 96741

[] Address [] TMK is expected to change because _____

Land Area: 8.21 [] square feet [x] acre(s) Zoning: Ag/Open

Fee Owner: MARTHA F. RYKER, M.D., Trustee as aforesaid
 Name
P. O. Box 547
 Address
Kalaheo, Hawaii 96741

Lessor: N/A
 Name

 Address

C. Buildings and Other Improvements:

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

2. Number of Buildings: two (2) Floors Per Building one (1)
 Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other 4 metal posts — shade cloth

4. Permitted Uses by Zoning:

	No. of Apts.	<u>Use Permitted by Zoning</u>	
<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>2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other:	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

Yes No

NOTE: The subject property is within the State Land Use Agricultural District and is zoned Agricultural/Open by the County of Kauai. "Farm Dwellings" and other structures appropriate to agricultural usage are permitted, subject to certain guidelines. See the disclosure on Page 2 (Special Attention) and Page 20 (Residential Dwellings within State Land Use Agricultural District) of this Supplementary Public Report.

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: _____
- Number of Occupants: _____
- Other: See unrecorded House Rules, recorded Declaration of Condominium Property Regime, recorded Amendment to Declaration of Condominium Property Regime, and Exhibit E
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: -0- Stairways: -0- Trash Chutes: -0-

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>1</u>	<u>1</u>	<u>2/2</u>	<u>2,261</u>	<u>415</u>	<u>Lanai</u>
				<u>653</u>	<u>Carpport</u>
<u>2</u>	<u>1</u>	<u>-0-</u>	<u>-0-</u>	<u>20</u>	<u>Shed</u>

Total number of Apartments: two (2)

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

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

Boundaries of Each Apartment: 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:	<u>4</u>						
	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	TOTAL
Assigned (for each unit)	<u>2</u>	<u>2</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>4</u>
Guest	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Unassigned	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Extra for Purchase	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Other: <u>Units 1 and 2 have ample space for at least one parking stall within their limited common element land areas.</u>							
Total Covered & Open:	<u>4</u>	<u> </u>	<u>-0-</u>	<u> </u>	<u>-0-</u>	<u> </u>	<u>4</u>

Each apartment will have the exclusive use of at least 2 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

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

8. Recreational and Other Common Facilities:

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

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

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

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

Based on the Architect's Condition Report ("Architect's Certification") dated June 5, 2000 prepared by Avery H. Youn, Registered Professional Architect, No. 3576, the Developer states that the structural components, mechanical and electrical installations of Unit 1 appears to be in satisfactory condition for the stated age thereof (approx. 11 years) and appears to be in satisfactory condition for its age. The structure and related systems and components have an expected useful life in excess of over 55 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 lawfully at one time but which does not now conform to present zoning requirements:

	Conforming	Non-Conforming	Illegal
Uses	<u> x </u>	<u> </u>	<u> </u>
Structures	<u> x </u>	<u> </u>	<u> </u>
Lot	<u> x </u>	<u> </u>	<u> </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 A .

as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which use them, as described in the Declaration, are:

described in Exhibit _____.

as follows:

Apartment 1 — 2.56 acres

Apartment 2 — 5.65 acres

Note: Land area referenced herein are not legally subdivided lots. See Exhibit G for description of the limited common element area for each apartment.

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

described in Exhibit _____.

as follows:

Apartment 1 — 50% appurtenant common interest.

Apartment 2 — 50% appurtenant common interest.

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 on or your purchase and ownership of an apartment in the project.

Exhibit B describes the encumbrances against the title contained in the title report dated December 15, 2003 and issued by Title Guaranty of Hawaii, Inc.

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>
Real Property Mortgage and Financing Statement dated September 24, 2002, recorded as Doc. No. 2002-173902	If foreclosed, Buyer s deposit shall be refunded (less any escrow cancellation fees) and the sales contract between Seller and Buyer shall be cancelled.
Mortgage dated December 27, 2002, recorded as Document No. 2003-001138	If foreclosed, Buyer s deposit shall be refunded (less any escrow cancellation fees) and the sales contract between Seller and Buyer shall be cancelled.

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements: None

2. Appliances: None

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

Unit 1 was completed in 1992.

Unit 2 was completed July 14, 2000.

H. **Project Phases:**

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

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

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 C contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated July 20, 2000.
Exhibit D contains a summary of the pertinent provisions of the escrow agreement.
- Other _____

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all the 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, 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 House Rules (unrecorded); Mortgage dated 12/27/02; Real Property Mortgage and Financing Statement dated 9/24/02; Grant of Easement (A-1); Grant of Easement (A-2); and Grant of Utility Easements (U-1 and U2).

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. Reprints of Hawaii's Condominium Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P.O. Box 541, Honolulu HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 4543 filed with the Real Estate Commission on December 26, 2000.

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

YELLOW paper stock

WHITE paper stock

PINK paper stock

C. Additional Information Not Covered Above:

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

A residential improvement is located on Unit 1. The structure on Unit 2 is a shade shed, which may be defined as an apartment under the Condominium Property Act. These can be replaced by or remodeled as allowed by law and project documents. The prospective purchaser shall have the right to undertake such work at purchaser's expense. The purchaser shall also, in such event, file the "as-built" certificate within thirty days of completion of the residence in conformance with Section 514A-12, Hawaii Revised Statutes, and record an amendment of the Declaration of Condominium Property Regime ("Declaration") to describe the residence. The County of Kauai Planning Department, in order to process the necessary permits for the construction of any other structure, requires authorization from at least 75% of the legal and equitable ownership of the entire project, consistent with the Declaration and the Bylaws ("condominium documents").

Except as limited specifically by the condominium documents and subdivision restrictive covenants, all uses permitted in the residential zone are permitted. Uses in one zone are not the same as in the other, and the prospective purchaser should consult the appropriate county agency for information on uses and construction in the respective zones.

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.

Purchasers should be aware that Chapter 205, Hawaii Revised Statutes (HRS), does not authorize residential dwellings as a permissible use in an agricultural use district, unless the dwelling is related to an agricultural activity or is a "farm dwelling".

The term "farm dwelling" is defined in Chapter 205-4.5(a)(4), HRS, as a "single family dwelling located on and used in connection with a farm, including clusters of single-family farm dwelling permitted within agricultural parks developed by the State or where agricultural activity provides income to the family occupying the dwelling. "

The penalty for violation of Chapter 205-4.5, HRS, is a fine of not more than \$5,000. If any person who is cited for a violation of the law fails to remove the violation within six months of such citation and the violation continues, such person is subject to a citation for a new and separate violation. There shall be a fine of not more than \$5,000 for any additional violation.

In order for any purchaser to obtain a building permit to construct a single-family residential ("farm dwelling"), the County of Kauai will require the purchaser to sign a Farm Dwelling Agreement in the form attached hereto as Exhibit "I".

- 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.)
- 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.

MARTHA F. RYKER, M.D., Trustee of the
Martha F. Ryker, M.D. Trust dated 10/1/96, as amended
 Name of Developer

By: *Martha F. Ryker M.D. Trustee*
 Duly Authorized Signatory*

12/12/03
 Date

MARTHA F. RYKER, M.D., Trustee of the
Martha F. Ryker, M.D. Trust dated 10/1/96, as amended
 Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

***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

Common Elements

The common elements which the apartments have immediate access to include:

- a. The land in fee simple.
- b. The central and appurtenant installations for services such as power, light, gas, telephone, sewer, hot and cold water and like utilities.
- c. All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the Project.

EXHIBIT B

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes. Check with the County of Kauai, Department of Finance, Real Property Tax Division, for detailed information.

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

INSTRUMENT: FARM DWELLING AGREEMENT

DATED: May 24, 1989

RECORDED: Liber 23277 Page 197

PARTIES: WILLIAM G. MUSTARD and MARTHA F. RYKER,
M.D.; and COUNTY OF KAUAI PLANNING
DEPARTMENT

3. GRANT

TO: CITIZENS UTILITIES COMPANY, a Delaware corporation and GTE HAWAIIAN COMPANY INCORPORATED, a Hawaii corporation, now known as VERIZON HAWAII INC.

DATED: January 3, 1990

RECORDED: Document No. 90-059684

GRANTING: a perpetual non-exclusive utility easement over Easement "E-1"

4. WAIVER AND RELEASE

DATED: February 1, 2000

RECORDED: Document No. 2000-022810

BY: MARTHA F. RYKER

WITH: COUNTY OF KAUAI, BUILDING DIVISION OF THE
DEPARTMENT OF PUBLIC WORKS

RE: water services

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

INSTRUMENT: DECLARATION OF CONDOMINIUM PROPERTY
REGIME FOR "MAI'A SPLIT ACRES
CONDOMINIUM" CONDOMINIUM PROJECT

DATED: July 20, 2000
RECORDED: Document No. 2000-163251
MAP: 3187 and any amendments thereto

The foregoing was amended by First Amendment to Declaration dated November 7, 2003, recorded as Document No. 2003-274751.

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

INSTRUMENT: BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS

DATED: July 20, 2000
RECORDED: Document No. 2000-163252

7. REAL PROPERTY MORTGAGE AND FINANCING STATEMENT

MORTGAGOR: MARTHA F. RYKER, as Trustee of the unrecorded Martha F. Ryker, M.D. Trust dated October 1, 1996

MORTGAGEE: FIRST HAWAIIAN BANK, a Hawaii corporation

DATED: September 24, 2002
RECORDED: Document No. 2002-173902

8. MORTGAGE

MORTGAGOR: MARTHA F. RYKER, M.D., not personally but as Trustee on behalf of The Martha F. Ryker, M.D. Trust dated October 1, 1996, as amended and restated

MORTGAGEE: BANK OF HAWAII, a Hawaii corporation

DATED: December 27, 2002
RECORDED: Document No. 2003-001138

9. GRANT OF EASEMENT (A-2)

TO: MARTHA F. RYKER, M.D., as Trustee of the unrecorded MARTHA F. RYKER, M.D. TRUST dated October 1, 1996, as amended
November 7, 2003

DATED: November 7, 2003
RECORDED: Document No. 2003-274750
GRANTING: an easement for access purposes over Easement A-2, affecting portions of TMK (4) 2-3-018:029, in favor of TMK (4) 2-3-018:002, more particularly described therein.

10. GRANT OF EASEMENT (A-1)

TO: MICHAEL DICK and ELENA DICK, husband and wife
DATED: November 7, 2003
RECORDED: Document No. 2003-274749
GRANTING: an easement for access purposes over Easement A-1, affecting portions of TMK (4) 2-3-018:002, in favor of TMK (4) 2-3-018:029 more particularly described therein.

11. GRANT OF UTILITY EASEMENTS (U-1 and U-2)

TO: KAUAI ISLAND UTILITY COOPERATIVE, a cooperative association formed pursuant to the provision of Chapter 421C of the Hawaii Revised Statutes, and VERIZON HAWAII INC., a Hawaii corporation
DATED: December 10, 2003
RECORDED: Document No. 2003-274748
GRANTING: an easement for access and utility purposes over Easements U-1 and U-2, as shown on the map attached thereto

END OF EXHIBIT B

EXHIBIT "C"

Summary of Sales Contract

The Sales Contract contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract says:

(a) A buyer must obtain his own financing. Buyer must make an application for a mortgage loan within 10 days after notification by Seller and if approval is not concluded within 30 days after submission of the application then Seller has the option to terminate the contract. Buyer acknowledges that this Sales Contract is contingent on any financing after the issuance of the final public report.

(b) That a purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

(c) That interest on deposits shall belong to the Seller unless Buyer arranges with Escrow to establish a separate savings account and to pay \$25.00 to Escrow for the establishment and maintenance of such account, then such interest shall accrue to the benefit of the Buyer.

(d) That the unit will be subject to various legal documents, including Declaration, By Laws, Final Public Report including Encumbrances and Disclosure Statement attached thereto, Building/House Rules, Escrow agreement, Apartment Deed, Certificate of Architect and Condominium Map and any other documents which the buyer is given a copy of and for which he has received for the same.

(e) That the buyer must close the purchase at a certain date and pay all closing costs, in addition to the purchase price.

(f) If Buyer defaults, Seller shall give written notice to Buyer by certified mail and if such default is not cured within 10 days after receipt of notice, Seller may terminate the Sales Contract and retain the Buyer's deposits as liquidated damages. Seller may in addition pursue any other remedy including specific performance and all costs by reason of such default shall be borne by Buyer.

(g) If Buyer has paid all payments required under the Sales Contract, Buyer shall be entitled to specific performance.

The Sales Contract contains various other provisions with which the purchaser should become acquainted.

EXHIBIT "D"

Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Under the Escrow Agreement these things will or may happen:

(a) Developer will let purchasers know when payments are due.

(b) Escrow will arrange for purchasers to sign all necessary documents.

(c) The Escrow Agreement states the following conditions under which a refund will be made to a purchaser. Developer and Purchaser must make a written request to Escrow: (a) Requesting the return of purchaser's funds to purchaser; (b) Notifying Escrow of Developer's exercise of any option to rescind the sales contract; or (c) Notifying Escrow that the conditions provided for a refund under Sections 514A-62 or 514A-63 of the Condominium Act have been met.

(d) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract, that is, the Purchaser's funds shall be retained by the Seller as liquidated damages.

(e) A summary of the conditions under which disbursement of the buyer's fund may be made are as follows:

(1) Escrow shall make no disbursements of purchaser's funds or proceeds on the sale of such apartments (including any payments made on loan commitments from Permanent Lenders), except by way of refunds thereof as provided hereinbelow, until:

(i) Escrow receives a copy of a "Receipt for Public Report(s) and Notice of Right to Cancel, in the form specified by Section 514A-62 of the Condominium Act for the Final and any Supplementary Public Reports, executed by the purchaser;

(ii) Escrow has received a certification from Developer, acceptable to Escrow, stating that the Sales Contract has become effective and requirements of Section 514A-39 and 514A-63 have been met as those quoted phrases are used in Section 514A-65 of the Condominium Act; and

(iii) until the purchaser's apartment deed is recorded in the Bureau of Conveyances of the State of Hawaii.

The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

Note: Section 514A-63, Hawaii Revised Statutes provides for Rescission Rights to a purchaser under a binding contract if there is a material change in the project which directly, substantially and adversely affects the use or value of (1) such purchaser's apartment or appurtenant limited common elements, or (2) those amenities of the project available for such purchaser's use.

EXHIBIT E

MAI'A SPLIT ACRES CONDOMINIUM REGISTRATION NO. 4543 DISCLOSURE STATEMENT

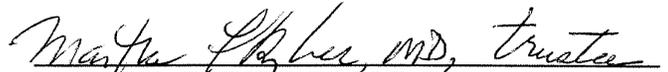
Pursuant to Hawaii Revised Statutes, Section 514(A)-61, the Developer of MAI'A SPLIT ACRES CONDOMINIUM makes the following disclosures:

1. Name of Project: MAI'A SPLIT ACRES CONDOMINIUM
2. Address: 3755 Waha Road, Kalaheo, District of Koloa, Kauai, Hawaii 96741
3. Name of Developer and Address:

MARTHA F. RYKER, M.D., Trustee of the Martha F. Ryker, M.D. Trust dated 10/1/96, as amended
P. O. Box 547
Kalaheo, Hawaii 96741
4. Telephone: (808) 245-9054
5. Project Manager or Agent: Self-managed by Association of Apartment Owners.
6. Address: 3755 Waha Road, Kalaheo, Kauai, Hawaii 96741
7. Maintenance Fees: There are maintenance fees since the project has easements located within each apartment unit. The maintenance fees are estimated to be less than \$50.00 per month per Apartment Unit. Each apartment owner to take out his or her own insurance for their respective apartment and their appurtenant limited common element and shall add the name of the Association as an additional assured. (See Exhibit H)
8. Commencement of Maintenance Fees: At such time that the first sale of an apartment is made. If not, the Declarant will continue to maintain the premises at his own cost and expense.
9. Warranties: The Project is a fee simple condominium project and there are no warranties.

10. Project: The Project consists of two (2) condominium apartments. Apartment 1 is a free-standing detached dwelling. Apartment 2 is a free standing detached shade shed. The uses will be agricultural, residential and other uses that are permitted by the County of Kauai ordinances. No units shall be used for hotel or timeshare purposes. There will be no commercial use except those activities permitted by County Ordinance.
11. 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.
12. The real estate brokers for the Project are: Prosser Realty Inc., 4379 Rice Street, Lihue, HI 96766, telephone: 808-245-4711; and Regency Pacific Realty, 3417-E Poipu Road, Koloa, Hawaii 96756, telephone: 808-742-5006.
13. The Developer has not conducted a reserve study in accordance with 514A-83.6, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. There are no depreciable common elements in the Project.
14. This project includes existing structures which have been converted to condominium ownership.
15. The Declaration was amended to reflect the recordation of access and utility easements. Please refer to Exhibit H of this Supplemental Public Report which contains copies of the recorded easements.
16. Easement A-1 benefits the adjacent parcel which uses the 20-foot wide roadway easement along with Apartments 1 and 2 of the project for access purposes.
17. Easement A-2 benefits Apartments 1 and 2 for access purposes. The easement was granted by the owner of the adjacent parcel identified as TMK No. (4) 2-3-018:-29.
18. Easements U-1 and U-2 are granted to Kauai Island Utility Cooperative and Verizon Hawaii Inc. for utility purposes. Easement U-1 is also in favor of Apartment 2 for utility purposes.

In witness whereof, the Developer has executed this Amended Disclosure Statement this 12th day of December, 2003.


MARTHA F. RYKER, M.D., Trustee of the
Martha F. Ryker, M.D. Trust dated
10/1/96, as amended

RECEIPT

The undersigned has received a copy of the foregoing Disclosure Abstract with Exhibit H this ___ day of _____, 200__.

Purchaser(s):

END OF EXHIBIT E

EXHIBIT F

BUILDING AND HOUSE RULES
MAI'A SPLIT ACRES CONDOMINIUM

The purpose of these Building and House Rules ("Rules") is to protect all owners and occupants from annoyance and nuisance caused by improper conduct and improper use of the condominium MAI'A SPLIT ACRES CONDOMINIUM, hereinafter referred to as "Project", and to provide for the maximum enjoyment of the premises. All owners and occupants, their agents, employees and invitees shall be bound by the Rules and standards of reasonable conduct whether covered by these Rules or not.

1. Definitions. As used herein:

a. The "Area" refers to the land set aside for the use of each owner as a limited common element.

b. The "Apartment" refers to the existing building built on the land designated as the limited common element for the owner and any subsequent improvements built within the Area.

c. The "unit owner" as used in the condominium documents shall also refer to an "apartment owner" or "apartment unit owner" in the Project.

d. The "condominium documents" refers to the Declaration, By Laws, Building and House Rules, Certificate of Architect or Engineer, and the Condominium Map.

2. Use Restrictions. The agricultural and open zone restrictions for the use of the apartment shall be observed as provided by the County of Kauai ordinances. In addition the following is required to be observed in the construction of any improvements or the placing of any structures:

a. No structure of a temporary or permanent character, such as a trailer, quonset hut, dome structure, tent, shack, and/or barn shall be used as a permanent residence.

3. Vehicles and Equipment. No vehicles, equipment, boats and/or trailers shall be kept, placed or maintained to interfere with the use of the common element roadway.

4. Garbage and Trash. Each unit shall place his own garbage, trash and rubbish in covered receptacles or in plastic or fastened bags. Each owner shall exercise reasonable care to avoid exposure of waste materials to flies, roaches, rodents and other insects or materials.

5. Prohibited Activity. Animals, fowls, bees, horses, cows and/or birds of a reasonable amount may be kept, but not where it will cause noise, sound and/or other disturbances to the neighbor(s) in the limited common element land area of each

apartment.

6. General Appearance.

a. Signs. Signs, signals and lettering may be inscribed or exposed on any part of a building or in the common elements of the project that meets the requirements of the ordinances of the County of Kauai and approved as to standards set by the Board of Directors of the Association from time to time.

b. Storage. No open storage of furniture, fixtures, appliances and other goods not in use will be permitted if not screened from the street and the other apartment.

7. Water and Utilities. The water, electricity and telephone will be drawn from the 20 foot roadway which has access to Waha Road as shown on the Condominium Map to each Apartment's boundary abutting the common element roadway. Each Apartment Owner to hook up to such water and utilities at its own cost and expense to its dwelling and/or building.

8. Setbacks. Any dwelling and/or structure placed in an Area by an owner will observe the perimeter boundaries of each Area.

9. Upkeep of Area. Each owner will be responsible for the landscaping and upkeep of its own Area and shall not permit its Area to be a place for the storage and/or abandonment of used vehicles and/or storage of any type of materials to make the Area become unsightly like a junkyard. No noxious activity shall be carried on upon any Area nor shall anything be done or placed on any Area which is or may be a disturbance or nuisance.

10. Roadway. Each owner will be responsible to keep the common element roadway free and clear of any objects and vehicles at all times.

11. Cesspool and Septic Tanks. Each owner will be responsible for their own cesspool and septic tanks provided that where there is a sharing of sewer lines, cesspool and/or septic tanks then the owners affected shall cooperate with each other and be responsible for any costs and expenses in connection therewith.

12. Completion. After completion of the dwelling and/or improvements, the owner shall proceed to do the following:

- a. Publish a Notice of Completion in the Garden Island or newspaper of general circulation in the State of Hawaii for two (2) consecutive weeks at least seven (7) days

apart and have it filed with the Clerk of the Fifth Circuit Court.

b. The plans and drawings should meet the requirements of a Condominium Map. The plan should show a site plan indicating where the dwelling and improvements will be located in the unit's limited common element land area. There should be a floor plan indicating the living/dining room, bedrooms, kitchen, bathrooms, lanai, etc. and the total net living area. The plan should show the elevations of the dwelling or improvement. The project's name, Tax Map Key, and the architect's or engineer's stamp should be stamped on the plans.

c. The architect or engineer's certificate should be executed reflecting the obtaining of a building permit from the County of Kauai and reflecting the "as built" condition of the dwelling.

d. The owner should have prepared at his own cost an amendment to the Declaration reflecting the change in description of the apartment and an amendment to the Condominium Map.

e. The amendment to the Declaration should then be filed for record in the Bureau of Conveyances, State of Hawaii.

2000.

Executed this 20 day of July,


MARTHA F. RYKER, M.D., Trustee
of the Martha F. Ryker, M.D. Trust
dated 10/1/96, as amended

EXHIBIT G

MAI'A SPLIT ACRES CONDOMINIUM
UNIT "1"

All that certain parcel of land being the Limited Common Element containing Condominium Unit "1", Mai'a Split Acres Condominium, situated at Kalaheo, Kauai, Hawaii.

Being a portion of Lot 142 of the Kalaheo Homesteads, Second Series, and being also a portion of Lot "A" of the Fujimoto Tract, File Plan # 375, and more particularly described as follows:

Beginning at the Northwest corner of this parcel of land and on the South side of a 20 foot wide roadway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 524.25 feet South and 2,837.88 feet East, thence running by azimuths measured clockwise from True South:

- | | | | | |
|-----|------|---------|--------|---|
| 1. | 281° | 54' | 204.34 | feet along the South side of a 20 foot wide roadway; |
| 2. | 203° | 06' | 254.94 | feet along the East side of a 20 foot wide roadway; |
| 3. | 262° | 50' | 6.76 | feet along the South side of a 20 foot wide roadway; |
| 4. | 332° | 11' | 146.63 | feet along the West side of a 20 foot wide roadway; |
| 5. | 345° | 49' | 184.33 | feet along the West side of a 20 foot wide roadway; |
| 6. | 68° | 06' 30" | 420.73 | feet along the remainder of Lot A; |
| 7. | 157° | 20' | 60.83 | feet along Unit 2; |
| 8. | 127° | 45' | 101.00 | feet along Unit 2; |
| 9. | 139° | 40' | 74.00 | feet along Unit 2; |
| 10. | 151° | 08' | 40.00 | feet along Unit 2; |
| 11. | 246° | 00' | 154.00 | feet along Unit 2 to the point of beginning and containing an area of 2.56 acres. |

SUBJECT TO, the following:

1. Easement "U-1" for underground utility purpose over and across Unit 1 in favor of Unit 2. Said Easement "U-1" being more particularly described as follows:

Beginning at the North corner of this Easement "U-1" and on the East side of a 20 foot wide roadway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 474.41 feet South and 3,077.08 feet East, thence running by azimuths measured clockwise from True South:

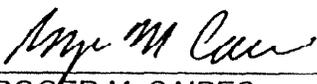
- | | | | |
|----|----------|--------|--|
| 1. | 293° 06' | 10.00 | feet affecting Unit 1; |
| 2. | 23° 06' | 108.21 | feet affecting Unit 1; |
| 3. | 101° 54' | 226.37 | feet affecting Unit 1; |
| 4. | 246° 00' | 17.05 | feet along Unit 2; |
| 5. | 281° 54' | 204.34 | feet along a 20 foot wide roadway; |
| 6. | 203° 06' | 100.00 | feet along a 20 foot wide roadway to the point of beginning and containing an area of 3,195 square feet. |

2. A easement in favor of Kauai Electric and GTE Hawaiian Telephone for overhead secondary line extension as shown on the Mai'a Split Acres Condominium Map dated November 28, 1999.



Kalaheo, Hawaii 96741
December 16, 2000

DESCRIPTION PREPARED BY:
CAIRES LAND SURVEYING



ROGER M. CAIRES
Licensed Professional Land Surveyor #7919

MAI'A SPLIT ACRES CONDOMINIUM
UNIT "2"

All that certain parcel of land being the Limited Common Element containing Condominium Unit "2", Mai'a Split Acres Condominium, situated at Kalaheo, Kauai, Hawaii.

Being a portion of Lot 142 of the Kalaheo Homesteads, Second Series, and being also a portion of Lot "A" of the Fujimoto Tract, File Plan # 375, and more particularly described as follows:

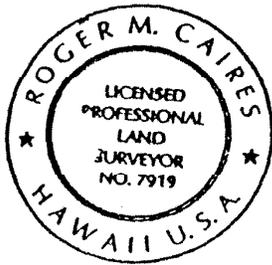
Beginning at the East corner of this parcel of land and on the South side of a 20 foot wide roadway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 524.25 feet South and 2,837.88 feet East, thence running by azimuths measured clockwise from True South:

- | | | | |
|-----|-------------|--------|--|
| 1. | 66° 00' | 154.00 | feet along Unit 1; |
| 2. | 331° 08' | 40.00 | feet along Unit 1; |
| 3. | 319° 40' | 74.00 | feet along Unit 1; |
| 4. | 307° 45' | 101.00 | feet along Unit 1; |
| 5. | 337° 20' | 60.83 | feet along Unit 1; |
| 6. | 68° 06' 30" | 596.49 | feet along Unit 1; |
| 7. | 192° 27' | 327.70 | feet along the remainder of Lot 145; |
| 8. | 155° 45' | 303.40 | feet along the remainder of Lot 145; |
| 9. | 262° 50' | 544.42 | feet along the remainder of Lot 143; |
| 10. | 347° 35' | 174.17 | feet along the West side of a 20 foot wide roadway to the point of beginning and containing an area of 5.65 acres. |

TOGETHER WITH, Easement "U-1" for underground utility purpose over and across Unit 1. Said Easement "U-1" being more particularly described as follows:

Beginning at the North corner of this Easement "U-1" and on the East side of a 20 foot wide roadway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 474.41 feet South and 3,077.08 feet East, thence running by azimuths measured clockwise from True South:

1.	293° 06'	10.00	feet affecting Unit 1;
2.	23° 06'	108.21	feet affecting Unit 1;
3.	101° 54'	226.37	feet affecting Unit 1;
4.	246° 00'	17.05	feet along Unit 2;
5.	281° 54'	204.34	feet along a 20 foot wide roadway;
6.	203° 06'	100.00	feet along a 20 foot wide roadway to the point of beginning and containing an area of 3,195 square feet.



Kalaheo, Hawaii 96741
December 16, 2000

DESCRIPTION PREPARED BY:
CAIRES LAND SURVEYING

Roger M. Cairés

ROGER M. CAIRES
Licensed Professional Land Surveyor #7919

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

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months = <u>Yearly Total</u>
Unit 1	\$50.00 \$600.00
Unit 2	\$50.00 \$600.00

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

Estimate of Maintenance Fee Disbursements:

	<u>Monthly Fee x 12 months = Yearly Total</u>	
Utilities and Services		
Air Conditioning	\$	\$
Electricity		
<input type="checkbox"/> common elements only		
<input type="checkbox"/> common elements and apartments		
Elevator		
Gas		
<input type="checkbox"/> common elements only		
<input type="checkbox"/> common elements and apartments		
Refuse Collection		
Telephone		
Water and Sewer		
Maintenance, Repairs and Supplies		
Building		
Grounds	\$100.00	\$1,200.00
Management		
Management Fee		
Payroll and Payroll Taxes		
Office Expenses		
Insurance		
Reserves(*)		
Taxes and Government Assessments		
Audit Fees		
Other	_____	_____
TOTAL	\$100.00	\$1,200.00

I, MARTHA F. RYKER, M.D., Trustee of the Martha F. Ryker, M.D. Trust dated 10/1/96, as amended, as Developer for the "MAI'A SPLIT ACRES CONDOMINIUM" condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Martha F. Ryker, MD, Trustee
Signature

12/12/03
Date

(*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with 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.

END OF EXHIBIT H

EXHIBIT "I"

****FOR ILLUSTRATION ONLY****

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL TO:

COUNTY OF KAUAI
Planning Department
Building A, Suite 473
4444 Rice Street
Lihue HI 96766

Document contains __ pages

FARM DWELLING AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____,
20____, by and between _____,
_____, whose residence and post office address
is _____,

_____, hereinafter called the
"APPLICANT(S)", and the COUNTY OF KAUAI, Planning Department, its
business and mailing address being 4444 Rice Street, Building A, Suite 473,
Lihue, Hawaii 96766, hereinafter called the "DEPARTMENT".

WITNESSETH:

WHEREAS, the APPLICANT(S) warrant and represent that he/she/they
is/are the _____ of that certain parcel of land, Tax Map
Key No. (4) _____, more particularly described in Exhibit "A",
attached hereto and made a part hereof; and

WHEREAS, this document pertains only to Unit(s) ____ as shown in Exhibit "B" and made a part hereof; and

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

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

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

WHEREAS, the parcel identified by Tax Map Key No. (4) _____, is entitled to ____ residential units (and one guest house); and

WHEREAS, this Agreement is evidenced that _____ is entitled to one of those residential units; and

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

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

WHEREAS, the APPLICANT(S) also acknowledge that failure to abide by this Agreement may result in the removal of the prohibited structure at the owner's expense; and

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

WHEREAS, the APPLICANT(S) wish to construct a dwelling unit on that certain parcel of land described in Exhibit A; and

WHEREAS, the APPLICANT(S) wish to execute this Farm Dwelling Agreement without first obtaining the signatures of all interest holders in the CPR;

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

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

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

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

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

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

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

7. That this Agreement shall be recorded with the State of Hawaii Bureau of Conveyances, fees to be paid by the APPLICANT(S); and

8. The DEPARTMENT and APPLICANT(S) shall execute the Farm Dwelling Agreement; and

9. The APPLICANT(S), for themselves (himself/herself), their (his/her) heirs, administrators, successors and assigns, do hereby waive and release the DEPARTMENT and the County of Kauai, a political subdivision of the State of Hawaii, whose principal place of business and mailing address is Building A, Suite 473, 4444 Rice Street, Lihue, Hawaii 96766, Lihue, Hawaii 96766, from all claims and causes of action, either legal or equitable, which may hereafter accrue by reason of the DEPARTMENT's execution of said Farm Dwelling Agreement; and

10. The APPLICANT(S) do(es) hereby promise to indemnify and hold the DEPARTMENT and the County of Kauai, its successors, assigns, offices, employees, agents, attorneys or any other person or legal entity connected with or legally responsible to them, harmless from any and all claims, actions, causes of action, lawsuits, demands or liability for damages of whatever kind and nature, arising out of the DEPARTMENT's execution of said Farm Dwelling Agreement; and

11. This Agreement shall be a covenant running with the portion of land described in Exhibit A, and shall be binding on APPLICANT(S) and all present and future owners and occupants of said portion of land and any one claiming under APPLICANT(S), their successors, and assigns, as owners or occupants thereof. The APPLICANT(S) further agree(s) to expressly set forth the provisions of this waiver and indemnify agreement in any subsequent conveyance, deed, lease, or rental agreement so as to give effect to said covenant.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the ____ day of _____, 20__.

APPROVED:

APPLICANT(S)

Planning Director

APPROVED AS TO FORM
AND LEGALITY:

County Attorney

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that ____ executed the same as ____ free act and deed.

Notary Public, in and for said
County and State.

Print Name: _____

My commission expires: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that ____ executed the same as ____ free act and deed.

Notary Public, in and for said
County and State.

Print Name: _____

My commission expires: _____

