

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Richard G. and Vernetta E. Godbehere
Address 6115 Waipouli Road, Kapaa, Hawaii 96746

Project Name (*): GODBEHERE CONDOMINIUM
Address: Being Lot 110-E, Portion of Lot 110 of Kapaa Homesteads, Second Series, Portion of Grant 6944 to Frederick R. Tracy, Waipouli, Kawaihau, Kauai, Hawaii
Registration No. 4699 (Partial Conversion)
Effective date: November 9, 2001
Expiration date: December 9, 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 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.

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

SUPPLEMENTARY: (pink) This report updates information contained in the:
[] Preliminary Public Report dated:
[] Final Public Report dated:
[] Supplementary Public Report dated:

And [] Supersedes all prior public reports.
[] Must be read together with
[] This report reactivates the public report(s) which expired on

(*) Exactly as named in the Declaration
This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report Not Required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT, not a subdivision. There are County restrictions on the number of residential dwelling units, or other structures, which may be built on the property. Therefore, unless the Purchaser is buying an existing residential dwelling, THERE IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO BUILD A RESIDENTIAL DWELLING UNIT ON THE PROPERTY. THERE IS ALSO NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL STRUCTURE TO A RESIDENTIAL USE. The Purchaser should consult with the appropriate County agencies to determine whether the Purchaser may build a residential dwelling unit, or any other type of structure on the property.

1. There are presently ONE RESIDENTIAL STRUCTURE AND TWO AGRICULTURAL SHEDS ON THIS PROPERTY, each of which may be defined as an "apartment", under the condominium property act.
2. This public report does not constitute an approval of the project by the Real Estate Commission or any other government agency, nor does it warrant that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.
3. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and is not a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

SPECIAL ATTENTION (CONCLUDED):

4. Facilities and improvements normally associated with County-approved subdivision, 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.

THIS PUBLIC REPORT WAS DONE BY THE DEVELOPER AND NOT AN ATTORNEY. THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENT REFERENCED IN THIS PUBLIC FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

TABLE OF CONTENTS

	Page
Preparation of this Report	1
Expiration Date of Reports	1
Type of Report	1
Disclosure Abstract	2
Summary of Changes from Earlier Public Reports	2
Table of Contents	3
General Information on Condominiums	4
Operation of the Condominium Project	4
I. PERSONS CONNECTED WITH THE PROJECT	5
Developer	
Attorney for Developer	
General Contractor	
Real Estate Broker	
Escrow Company	
Condominium Managing Agent	
II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	
A. Declaration	6
B. Condominium Map (File Plan)	6
C. Bylaws	6
D. House Rules	7
E. Changes to Condominium Documents	7
III. THE CONDOMINIUM PROJECT	
A. Interest to be Conveyed to Buyer	8
B. Underlying Land	9
C. Buildings and Other Improvements	10
D. Common Elements, Limited Common Elements, Common Interest	13
E. Encumbrances Against Title	14
F. Construction Warranties	15
G. Status of Construction	16
H. Project Phases	16
IV. CONDOMINIUM MANAGEMENT	
A. Management of the Common Elements	17
B. Estimate of Initial Maintenance Fees	17
C. Utility Charges for Apartments	17
V. MISCELLANEOUS	
A. Sales Documents Filed with the Real Estate Commission	18
B. Buyer's Right to Cancel Sales Contract	18
C. Additional Information Not Covered Above	20
D. Signature of Developer	21
EXHIBIT A: ESTIMATE OF INITIAL MAINTENANCE FEES AND DISBURSEMENTS	
EXHIBIT B: ENCUMBRANCES AGAINST TITLE	
EXHIBIT C: COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	
EXHIBIT D: SUMMARY OF SALES CONTRACT	
EXHIBIT E: SUMMARY OF ESCROW AGREEMENT	
EXHIBIT F: METES AND BOUNDS DESCRIPTION OF EACH LIMITED COMMON ELEMENT	
EXHIBIT G: DECLARATION OF RESTRICTIVE COVENANTS	
EXHIBIT H: FARM DWELLING AGREEMENT	
EXHIBIT I: NOTICE OF DEDICATION TO AGRICULTURE	
EXHIBIT J: ARCHITECT CERTIFICATION FOR UNIT 1 ONLY	

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: Richard G and Vernetta E. Godbehere Phone: (808) 823-6255
Name* 6115 Waipouli Road (Business)
Business Address
Kapaa, Hawaii 96746

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

N/A

Real Estate Broker*: All Islands, Inc. Phone: (808) 826-7211
Name P.O. Box 3195 (Business)
Business Address
Princeville, Hawaii 96722

Escrow: First Hawaii Title Corporation Phone: (808) 245-1608
Name 3016 Umi Street, Suite 208 (Business)
Business Address
Lihue, Hawaii 96766

General Contractor*: Richard G. Godbehere Phone: (808) 823-6255
dba GSD Hawaii (Business)
Name 6115 Waipouli Road
Business Address
Kapaa, Hawaii 96746

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

Attorney for Developer: Patrick J. Childs Phone: (808) 245-2863
Name 4365 Kukui Grove Street, Suite 104 (Business)
Business Address
Lihue, Hawaii 96766

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:

<input type="checkbox"/>	Proposed		
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No. <u>2001-099500</u>
			Book _____ Page _____
<input type="checkbox"/>	Filed -	Land Court:	Document No. _____

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

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

The Condominium Map for this condominium project is:

<input type="checkbox"/>	Proposed		
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances Condo Map No. <u>3290</u>	
<input type="checkbox"/>	Filed -	Land Court Condo Map No. _____	

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

C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

<input type="checkbox"/>	Proposed		
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No. <u>2001-099501</u>
			Book _____ Page _____
<input type="checkbox"/>	Filed -	Land Court:	Document No. _____

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

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

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>100%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>N/A</u>

* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. **Developer:**

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

The Developer may amend the Declaration (and, when applicable, any exhibits to the Declaration and the Condominium Map) (a) as may be provided in the Declaration and (b) to file the "as built" statement required by Section 514A-12 of the Act (i) so long as such verified statement is a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment, fully and accurately depict the layout, location, apartment numbers and the dimensions of the apartments as built, or (ii) so long as the plans filed therewith involve only minor changes to the layout, location or dimensions on the apartments, as built, or any change in any apartment number.

Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

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

B. Underlying Land:

Address: Lot 110-E, Portion of Lot 110 of Tax Map Key (TMK): (4) 4-4-003:114
Kapaa Homesteads, Second Series, Portion of Grant 6944
to Frederick R. Tracy, Waipouli, Kawaihau, Kauai, Hawaii
 Address TMK is expected to change because _____

Land Area: 5.005 net area of square feet acre(s) Zoning: Agricultural

Fee Owner: Richard G. and Vernetta E. Godbehere
 Name 6115 Waipouli Road
 Address Kapaa, Hawaii 96746

Lessor: N/A
 Name _____
 Address _____

C. Buildings and Other Improvements:

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

2. Number of Buildings: 5 Floors Per Building: 1
 Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood
 Other _____

4. Uses Permitted by Zoning:

	<u>No. of Apts.</u>	<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>3(2 sheds)</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	<u>see note</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	_____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?
 Yes No

NOTE: The subject property is within the State Land Use Agricultural District and is zoned Agricultural by the County of Kauai. "Farm Dwellings" and other structures appropriate to agricultural usage are permitted, subject to certain guidelines. See the disclosures on Page 2 (Special Attention) and in Sections C.5 through C.8. on Page 20 (relating to farm dwellings and agricultural use of the premises) of this Final 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: Bylaws Article V, Section 3(h)

Number of Occupants: _____

Other: Farm Dwelling Agreement

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: _____ Stairways: _____ Trash Chutes: _____

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
Apt. 1	1	1/1	470	654	pavilion, garage
Apt. 2 & 3	2	--		16	shed
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 3

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

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

Boundaries of Each Apartment:

Perimeter wall to perimeter wall, floor to exterior of roof.

Permitted Alterations to Apartments:

Any alterations permitted by law.

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 NA elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 6 *

	<u>Regular</u> <u>Covered Open</u>	<u>Compact</u> <u>Covered Open</u>	<u>Tandem</u> <u>Covered Open</u>	TOTAL
Assigned (for each unit)	<u>2</u>			<u>6</u>
Guest				
Unassigned				
Extra for Purchase				
Other: _____				
Total Covered & Open:	<u>6</u>	<u>0</u>	<u>0</u>	<u>6</u>

*Stalls not yet created nor designated but

Each apartment will have the exclusive use of at least 2 parking stall(s). eventually.
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):

See Exhibit J as to Unit 1.

11. Conformance to Present Zoning Code

a.] No variances to zoning code have been granted.

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

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

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u> X </u>	<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 Interest:

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

] described in Exhibit C_____.

] 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 C.

as follows:

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

described in Exhibit _____.

as follows:

Common interest	Apartment 1	33 1/3%
Common interest	Apartment 2	33 1/3%
Common interest	Apartment 3	33 1/3%

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

Exhibit B describes the encumbrances against the title contained in the title report dated June 29, 2001 and issued by Chicago Title Insurance Company.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[] There are no blanket liens affecting title to the individual apartments.

[x] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgage	The underlying mortgage is superior to and takes precedence over the sales contract. If the Developer defaults buyer shall lose his option to consummate his purchase of the property and Buyer's money shall be refunded, less escrow cancellation fee.

F. Construction Warranties:

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

1. Building and Other Improvements:

None.

2. Appliances:

None.

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

Three structures on Apartment 1 were completed prior to 1995.
Sheds on Apartment 2 and 3 were completed on May 17 , 2001.

H. **Project Phases:**

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

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

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

- Notice to Owner Occupants
- Specimen Sales Contract
Exhibit D contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated June 27, 2001
Exhibit E contains a summary of the pertinent provisions of the escrow agreement.
- Other _____

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
- B) Declaration of Condominium Property Regime, as amended.
- C) Bylaws of the Association of Apartment Owners, as amended.
- D) House Rules, 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 Declaration of Restrictive Covenants; Farm Dwelling Agreement dated February 28th, 1994; Notice of Dedication to Agriculture

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

This Public Report is a part of Registration No. 4699 filed with the Real Estate Commission on August 1, 2001.

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

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C. Additional Information Not Covered Above

1. The project is subject to a 2 foot road widening setback as shown on the condominium map.
2. The project is subject to Easement E-4 for ingress and utility purposes as shown on the condominium map.
3. The project is subject to Easement E-7 for utility purposes as shown on the condominium map.
4. Unit 2 is subject to a 9,019 square foot access and utility easement "AU-1" in favor of Units 1 and 3 as shown on the condominium map as AU-1.
5. The condominium interest created herein is on agriculturally zoned land and, as such, is subject to all restrictions associated therewith. This is not residentially-zoned property and the Developer does not warranty that any residence will be permitted by the County of Kauai within any specific limited common element. Agricultural properties are subject to density requirements that may change. Any such change will affect the number of allowable units that may be placed on the underlying land. Current zoning allows a total density of 2 houses and one guest house for the project.
6. The project is subject to the terms, covenants, reservations, and restrictions contained in the Declaration of Covenants, dated June 21, 1989, recorded in the Bureau of Conveyances in Book 23453, Page 401. See Exhibit G for a copy of this document.
7. The project is subject to the terms of the Farm Dwelling Agreement dated February 28, 1994 between Richard G. and Vernetta E. Godbehere and the County of Kauai, recorded as Document No. 94-049156. See Exhibit H for a copy of this document.
8. The project is subject to the terms and conditions of the Notice of Dedication to Agriculture dated January 24, 1995 and recorded as Document No. 95-011685 and amended December 28, 1995 and recorded as Document No. 96-003283. See Exhibit I for a copy of these documents.
9. Maintenance fees. All costs of every kind pertaining to each apartment and its respective limited common element, including but not limited to, cost of landscaping, maintenance, repair, replacement and improvement shall be borne entirely by the respective owner. Section 514A-86, Hawaii Revised Statutes, requires the Association of Apartment Owners purchase fire insurance to cover the improvements of the Project, and that premiums be common expenses. Developer anticipates that the Association will elect to permit individual apartment owners to obtain and maintain separate policies of fire insurance and

name the Association as an additional insured. In such case, fire insurance premiums will be the responsibility of individual apartment owners and not common expenses. Developer estimates such annual premium expense to be about \$600.00 per year for each Unit.. This estimate was prepared in accordance with generally accepted accounting principles.

- 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-] (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.

Richard G. Godbehere

Vernette E. Godbehere

Printed Name of Developer

By Richard G. Godbehere Vernette E. Godbehere 7/13/01
 Duly Authorized Signatory* Date

Richard G, and Vernetete E. Godbehere, Developer

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

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>
1	\$50.00 \$600.00
2	\$50.00 \$600.00
3	\$50.00 \$600.00

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

Estimate of Maintenance Fee Disbursements:

Monthly Fee x 12 months = Yearly Total

Utilities and Services

- Air Conditioning
- Electricity
 - common elements only
 - common elements and apartments
- Elevator
- Gas
 - common elements only
 - common elements and apartments
- Refuse Collection
- Telephone
- Water and Sewer

Maintenance, Repairs and Supplies

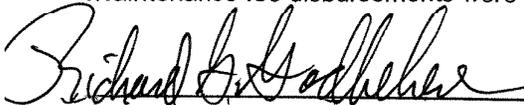
- Building
- Grounds

Management

- Management Fee
- Payroll and Payroll Taxes
- Office Expenses

Insurance	\$150.00	\$1800.00
Reserves(*)		
Taxes and Government Assessments		
Audit Fees		
Other		
TOTAL	\$150.00	\$1800.00

I, Richard G. and Vernetta E. Godbehere, the ~~condominium managing agent~~ developer for the GODBEHERE 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.

 7/13/01
Signature - Date

 7/13/01
Date - Signature

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

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

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

EXHIBIT 'B'
Encumbrances Against Title

1. For real property taxes that may be due and owing, reference is made to County of Kauai Department of Finance for more information.
2. The property described herein may be subject to possible rollback taxes. Verification should be made with the Kauai of County, Real Property Tax Office.
3. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
4. SETBACK (2 feet wide)

PURPOSE: road widening
SHOWN: on survey of Calvin L. K. Ching, Registered Land Surveyor, dated June 1, 1983.

EASEMENT "E-4" (area 24,916 square feet)

PURPOSE: ingress and utility
SHOWN: on survey of Calvin L. K. Ching, Registered Land Surveyor, dated June 1, 1983, more particularly described as follows:

EASEMENT "E-4"

Beginning at the Northwest corner of this Easement, the same being along Waipouli Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 7,794.81 feet North and 2,890.86 feet West and running by azimuths measured clockwise from True South:

- 1) 272° 02' 20.00 feet along Waipouli Road to a pipe;
- 2) 2° 02' 350.00 feet along Lot 110-F to a pipe;
- 3) Thence along Lot 110-F on a curve to the right having a radius of 240.00 feet, the chord azimuth and distance being: 21° 16' 158.12 feet to a pipe;
- 4) 40° 30' 100.00 feet along Lot 110-F to a pipe;
- 5) Thence along Lot 110-F on a curve to the left having a radius of 260.00 feet, the chord azimuth and distance being: 32° 46' 69.97 feet to a pipe;

6) 25° 02' 581.41 feet along Lot 110-F and the remainder of Lot 110-E to a pipe;

Thence along Lot 110-D for the next six (6) courses, the azimuths and distance being:

7) 103° 20' 20.42 feet;

8) 205° 02' 585.55 feet;

9) On a curve to the right having a radius of 280.00 feet, the chord azimuth and distance being:
212° 46' 75.36 feet;

10) 220° 30' 100.00 feet;

11) On a curve to the left having a radius of 220.00 feet, the chord azimuth and distance being:
201° 16' 144.94 feet;

12) 182° 02' 335.00 feet to the point of beginning and containing an area of 24,916 square feet, more or less.

5. EASEMENT "E-7" (area 36 square feet)

PURPOSE: utility
SHOWN: on survey of Calvin L. K. Ching, Registered Land Surveyor, dated June 1, 1983, more particularly described as follows:

EASEMENT "E-7"

Beginning at the Southwest corner of this Easement, the same being along Easement E-4, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 6,654.81 feet North and 3,286.83 feet West and running by azimuths measured clockwise from True South:

1) 205° 02' 6.00 feet along Easement E-4;

2) 295° 02' 6.00 feet along the remainder of Lot 110-E;

3) 25° 02' 6.00 feet along the same;

- 4) 115° 02' 6.00 feet along the same to the point of beginning and containing area of 36 square feet, more or less.

Reserving, however, unto the Grantors, the right to grant said Easements "E-4" and "E-7" to the respective utilities company(s) as may be required or necessary, as contained in the following:

6. DEED

Dated: December 15, 1992
Document No. 92-207847

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

7. AGREEMENT

By and Between: LOUIS K. REGO with the COUNTY OF KAUAI PLANNING DEPARTMENT

Dated: undated
Book: 17776
Page: 298

8. CONVEYANCE OF WATER FACILITY

Dated: May 1, 1986
Book: 17894
Page: 345

9. AGREEMENT

Dated: June 21, 1989
Book: 23453
Page: 393
Re: USE OF EASEMENTS

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

10. DECLARATION

Dated: June 21, 1989
Book: 23453
Page: 401

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

Reservation(s) as contained in the following:

11. DEED

Dated: August 7, 1989
Book: 23527
Page: 432

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

12. RIGHT-OF-ENTRY

In Favor Of: CITIZENS UTILITIES COMPANY, a Delaware corporation
Dated: February 15, 1990
Document No. 90-029137

Purpose: right-of-entry for the purpose of building, constructing, repairing, maintaining and operating pole and wire lines, and/or underground lines, etc., for the distribution of electricity and for control circuits

13. GRANT

In Favor Of: GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED,
a Hawaii corporation, now known as VERIZON HAWAII, INC.

Dated: May 21, 1990
Document No. 90-092504

Purpose: granting an easement for utility and incidental purposes

14. MORTGAGE

Mortgagor: RICHARD G. GODBEHERE and VERNETTE E. GODBEHERE,
husband and wife
Mortgagee: GEORGE A. GREENLEAF and MEREDITH V. SHAY, husband
and wife, as Tenants by the Entirety
Dated: December 15, 1992
Document No. 92-207848
Principal Sum: \$277,500.00
The present amount due should be determined by contacting the
owner of the debt.

15. FARM DWELLING AGREEMENT

By and Between: RICHARD G. GODBEHERE and VERNETTE E. GODBEHERE,
and the COUNTY OF KAUAI Planning Department
Dated: February 28, 1994
Document No. 94-049156

16. NOTICE OF DEDICATION TO AGRICULTURE

By: RICHARD G. / VERNETTE E. GODBEHERE
Dated: January 24, 1995
Effective: 1/1/95
Document No. 95-011685
Dedication Period: Ten (10) years

The foregoing NOTICE OF DEDICATION TO AGRICULTURE was amended by the
following:

AMENDED NOTICE OF DEDICATION TO AGRICULTURE

Dated: December 28, 1995
Document No. 96-003283

17. WAIVER AND RELEASE AGREEMENT

By and Between: RICHARD G. GODBEHERE, called "Owner", and the COUNTY OF KAUAI, by and for the Building Division of the Department of Public Works of the County of Kauai
Dated: April 12, 2001
Document No. 2001-057677

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

DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "GODBEHERE CONDOMINIUM"

Dated: June 25, 2001
Document No. 2001-099500

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

Condominium Map No. 3290, to which reference is hereby made.

(The units created by the foregoing instrument are more particularly described in Schedule "1" attached hereto.)

19. BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF GODBEHERE CONDOMINIUM

Dated: June 25, 2001
Document No. 2001-099501
to which reference is hereby made

Exhibit 'C'

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

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

(i) All the land in fee simple, subject to the division of the same as limited common elements pursuant to Paragraph 6 herein;

(ii) The limited common elements hereinafter described, subject to the provisions set forth in Paragraph 6.

(iii) All pipes, wires, conduits, or other utility or service lines, drainage ditches or appurtenant drainage structures retaining walls (if any) and yard fences, which are located outside the apartments and which are utilized for or serve more than one apartment.

2. Limited Common Elements. The limited common elements of the Project consist only of the following:

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

(i) That portion of the Land which is designated as Limited Common Element 1, being 0.534 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 1 for the support of the building and other improvements comprising Apartment 1, or attendant thereto, and for parking, yard, driveway, agricultural and shall have the right to build the guest house and no farm dwelling.

(ii) That portion of the Land which is designated as Limited Common Element 2, being 1.233 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 2 for the support of the building and other improvements comprising Apartment 2, or attendant thereto, and for parking, yard, driveway, agricultural and shall have the right to build one farm dwelling.

(iii) That portion of the Land which is designated as Limited Common Element 3, being 3.249 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 2 for the support of the building and other improvements comprising Apartment 2, or attendant thereto, and for parking, yard, driveway, agricultural and shall have the right to build one farm dwelling.

Each apartment owner, at his expense, shall maintain the limited common elements appurtenant to his apartment in good order and in a neat and attractive condition. All limited common elements costs and expenses shall be borne by the apartment owners in the following equitable manner: All limited common elements costs and expenses, including, but not limited to, maintenance, repair, replacement, additions and improvements of or to the limited common elements, shall be borne by and charged to the owner of the apartment to which the limited common element is appurtenant.

NOTICE: This is not a subdivision. The Limited Common Elements that are reserved for the exclusive use of individual units are not subdivided parcels. As such they do not fall within the ordinances of the County of Kauai as the same pertain to subdivision nor do they derive any benefits therefrom.

EXHIBIT 'D'

SUMMARY OF SALES CONTRACT:

The Seller intends to use a current Hawaii Association of Realtors' form of Deposit Receipt, Offer and Acceptance ("DROA") as the sales contract for the sale of apartments in the Project. The sales contract contains the purchase price, description and location of the apartment and other terms and conditions under which a Buyer will agree to buy an apartment.

Among other things, the sale contract and addendum:

1. Provides a section for financing to be completed and agreed to by the parties which will set forth how Buyer will pay the purchase price.
2. Identifies the escrow agent and states that Buyer's deposit will be held in escrow until the sale contract is closed or cancelled.
3. Requires that Buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
4. Provides the following remedies, in the event of default under the sale contract:

By Buyer:

- a. Seller may bring an action against Buyer for breach of contract;
- b. Seller may retain Buyer's initial deposit;
- c. Buyer shall be responsible for expenses incurred.

By Seller:

- a. Buyer may bring an action against Seller for breach of contract;
- b. Buyer may bring an action compelling Seller to perform under contract;
- c. Seller shall be responsible for expenses incurred.

Any awards to the prevailing party in any action are subordinate to escrow's expenses.

5. Allocation of payment of closing costs.

EXHIBIT "E"

SUMMARY OF ESCROW AGREEMENT:

An Escrow Agreement allows the Condominium Buyers' money to be held by a neutral party, the Escrow Agent, until the Seller can deliver good and marketable title to the Condominium. The Escrow Agreement for this project provides for, among other things:

1. That FIRST HAWAII TITLE CORPORATION is the Escrow Agent.
2. That, upon execution of a Sales Contract, the Developer shall deliver all money received over to the Escrow Agent.
3. That there shall be no disbursement of the purchaser's deposit until: (a) Escrow receives a copy of "Receipt for Public Report(s) and Notice of Right to Cancel", in the form specified by Section 514A-62 of the Condominium Act for the Final and any Supplementary Public Reports, executed by the purchaser; (b) Escrow has received a certification that the requirements of Section 514A-39 and 514A-63 have been met and (c) until the purchaser's apartment deed is filed in the Bureau of Conveyances of the State of Hawaii.
4. That the Buyer shall receive all public documents relating to the project.
5. That a Buyer's money shall be returned to him under the following conditions: (a) Escrow receives a written request from Developer and purchaser for the return of purchaser's funds or (b) Developer and purchaser notify Escrow of a rescission or (c) Developer and purchaser notify Escrow that the conditions for a refund under Sections 514A-62 and 514A-63 of the Condominium Act have been met.
6. That, upon the Seller providing good title to the Condominium, the Buyer's money shall be turned over to the Seller.
7. That the Escrow Agent will record with the State of Hawaii all documents requiring such.
8. That, if the Buyer is unable to perform and has money on deposit in escrow, these monies will be turned over to the Seller.

EXHIBIT "F"
GODBEHERE CONDOMINIUM
UNIT 1

All of that certain parcel of land being the Limited Common Element containing Condominium Unit "1", Godbehere Condominium, situate on the South side of Waipouli Road, at Waipouli, Kawaihau, Kauai, Hawaii:

Being a portion of Lot 110-E.

Being, also, a portion of Lot 110 of Kapaa Homesteads, Second Series.

Being, also, a portion of Grant 6944 to Frederick R. Tracy.

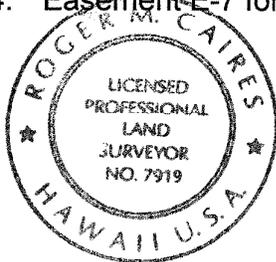
Beginning at the Northeast corner of this parcel of land on the West side of the remainder of Lot 110-E, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 6,801.57 North and 3,099.94 West, thence running by azimuths measured clockwise from True South:

- | | | | |
|----|----------|--------|--|
| 1. | 18° 30' | 171.49 | feet along the remainder of Lot 110-E (Unit 3); |
| 2. | 103° 20' | 95.00 | feet along the remainder of Lot 110-E (Unit 2); |
| 3. | 323° 30' | 22.13 | feet along the remainder of Lot 110-E (Unit 2); |
| 4. | 283° 20' | 35.00 | feet along the remainder of Lot 110-E (Unit 2); |
| 5. | 205° 02' | 160.00 | feet along Lot 110-D; |
| 6. | 283° 24' | 129.91 | feet along the remainder of Lot 110-E (Unit 3) to the point of beginning and containing an area of 0.534 acre. |

TOGETHER WITH, Easement AU-1 as shown on Godbehere Condominium map dated April 9, 2001 for access and utility purposes containing an area of 9,019 square feet, affecting Unit 2 in favor of Units 1 and 3.

SUBJECT, HOWEVER, to the following as shown on Subdivision Map approved by the Planning Commission on June 27, 1984:

1. Easement E-3 for utility and ingress purposes.
2. Easement E-4 for utility and ingress purposes.
3. Easement E-6 for utility purposes.
4. Easement E-7 for utility purposes.



Kalaheo, Hawaii 96741
April 9, 2001

DESCRIPTION PREPARED BY
CAIRES LAND SURVEYING:

A handwritten signature in cursive script, appearing to read "Roger M. Cairés".

ROGER M. CAIRES
Licensed Professional Land Surveyor #7919

GODBEHERE CONDOMINIUM
UNIT 2

All of that certain parcel of land being the Limited Common Element containing Condominium Unit "2", Godbehere Condominium, situate on the South side of Waipouli Road, at Waipouli, Kawaihau, Kauai, Hawaii:

Being a portion of Lot 110-E.

Being, also, a portion of Lot 110 of Kapaa Homesteads, Second Series.

Being, also, a portion of Grant 6944 to Frederick R. Tracy.

Beginning at the Northwest corner of this parcel of land on the East side of the remainder of Lot 110-E, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 6,746.30 North and 2,886.59 West, thence running by azimuths measured clockwise from True South:

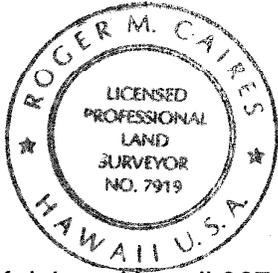
- | | | | |
|----|----------|--------|---|
| 1. | 246° 46' | 197.41 | feet along the remainder of Lot 110-E (Unit 3); |
| 2. | 2° 02' | 309.83 | feet along Lot 109; |
| 3. | 103° 20' | 609.06 | feet along Lot 110-D; |
| 4. | 205° 02' | 35.00 | feet along Lot 110-D; |
| 5. | 283° 20' | 35.00 | feet along the remainder of Lot 110-E (Unit 1); |
| 6. | 323° 30' | 22.13 | feet along the remainder of Lot 110-E (Unit 1); |
| 7. | 283° 20' | 364.00 | feet along the remainder of Lot 110-E (Units 1 and 3); |
| 8. | 182° 02' | 169.50 | feet along the remainder of Lot 110-E (Unit 3) to the point of beginning and containing an area of 3.249 acres. |

SUBJECT, HOWEVER, to Easement AU-1 as shown on Godbehere Condominium map dated April 9, 2001 for access and utility purposes containing an area of 9,019 square feet, affecting Unit 2 in favor of Units 1 and 3.

SUBJECT, ALSO, HOWEVER, to the following as shown on Subdivision Map approved by the Planning Commission on June 27, 1984:

1. Easement E-3 for utility and ingress purposes.
2. Easement E-4 for utility and ingress purposes.
3. Easement E-6 for utility purposes.

4. Easement E-7 for utility purposes.



Kalaheo, Hawaii 96741
April 9, 2001

DESCRIPTION PREPARED BY
CAIRES LAND SURVEYING:

A handwritten signature in cursive script that reads "Roger M. Caires".

ROGER M. CAIRES
Licensed Professional Land Surveyor #7919

GODBEHERE CONDOMINIUM
UNIT 3

All of that certain parcel of land being the Limited Common Element containing Condominium Unit "3", Godbehere Condominium, situate on the South side of Waipouli Road, at Waipouli, Kawaihau, Kauai, Hawaii:

Being a portion of Lot 110-E.

Being, also, a portion of Lot 110 of Kapaa Homesteads, Second Series.

Being, also, a portion of Grant 6944 to Frederick R. Tracy.

Beginning at the Northeast corner of this parcel of land and at the Southeast corner of the Lot 110-F, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 6,900.16 North and 2,702.49 West, thence running by azimuths measured clockwise from True South:

- | | | | |
|-----|----------|--------|--|
| 1. | 2° 02' | 76.03 | feet along Lot 109; |
| 2. | 66° 46' | 197.41 | feet along the remainder of Lot 110-E (Unit 2); |
| 3. | 2° 02' | 169.50 | feet along the remainder of Lot 110-E (Unit 2); |
| 4. | 103° 20' | 269.00 | feet along the remainder of Lot 110-E (Unit 2); |
| 5. | 198° 30' | 171.49 | feet along the remainder of Lot 110-E (Unit 1); |
| 6. | 103° 24' | 129.91 | feet along the remainder of Lot 110-E (Unit 1); |
| 7. | 205° 02' | 390.55 | feet along Lot 110-D; |
| | | | thence along Lot 110-D on a curve to the right having a radius of 280.00 feet, the chord azimuth and distance being; |
| 8. | 212° 46' | 75.36 | feet; |
| 9. | 220° 30' | 100.00 | feet along Lot 110-D; |
| | | | thence along Lot 110-D on a curve to the left having a radius of 220.00 feet, the chord azimuth and distance being; |
| 10. | 201° 16' | 144.94 | feet; |

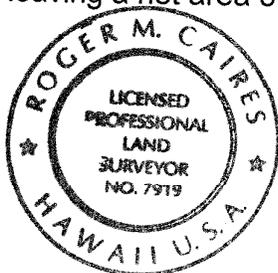
- | | | | | |
|-----|------|-----|--------|--|
| 11. | 182° | 02' | 335.00 | feet along Lot 110-D; |
| 12. | 272° | 02' | 20.00 | feet along South side of Waipouli Road; |
| 13. | 2° | 02' | 335.00 | feet along Lot 110-F; |
| | | | | thence along Lot 110-F on a curve to the right having a radius of 240.00 feet, the chord azimuth and distance being; |
| 14. | 21° | 16' | 158.12 | feet; |
| 15. | 40° | 30' | 100.00 | feet along Lot 110-F; |
| | | | | thence along Lot 110-F on a curve to the left having a radius of 260.00 feet, the chord azimuth and distance being; |
| 16. | 32° | 46' | 69.97 | feet; |
| 17. | 25° | 02' | 195.00 | feet along Lot 110-F; |
| 18. | 283° | 20' | 434.67 | feet along Lot 110-F to the point of beginning and containing an area of 3.249 acres. |

TOGETHER WITH, Easement AU-1 as shown on Godbehere Condominium map dated April 9, 2001 for access and utility purposes containing an area of 9,019 square feet, affecting Unit 2 in favor of Units 1 and 3.

SUBJECT, HOWEVER, to the following as shown on Subdivision Map approved by the Planning Commission on June 27, 1984:

1. Easement E-3 for utility and ingress purposes.
2. Easement E-4 for utility and ingress purposes.
3. Easement E-6 for utility purposes.
4. Easement E-7 for utility purposes.

Excepting and reserving therefrom a stream across Unit 3 as shown on Godbehere Condominium Map dated March 22, 2001, said stream containing area area of 0.011 acre, leaving a net area of 3.238 acres.



Kalaheo, Hawaii 96741
April 9, 2001

DESCRIPTION PREPARED BY
CAIRES LAND SURVEYING:

Roger M. Cairés

ROGER M. CAIRES
Licensed Professional Land Surveyor #7919

EXHIBIT "G"

89 111298

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECEIVED FOR RECORD

1989 JUL 27 AM 8:01

LIBRARY 23453 401
K. SCHEK, VIELA, REGISTRAR

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:

Mr. Louis K. Rego, Sr.
P.O. Box 3212
Lihue, Hawaii 96766
894010350

TG - ACCOM 79268 (2)

7

RECORDATION REQUESTED BY:

23453 402

AFTER RECORDATION RETURN TO:

RETURN BY: MAIL () PICKUP ()

DECLARATION OF RESTRICTIVE COVENANTS

KNOW MEN BY THESE PRESENTS:

WHEREAS, LOUIS K. REGO, SR., unmarried, whose address is 4247 Kapaia Road, Lihue, HI; DOREEN L. SANCHEZ, unmarried, whose address is P.O. Box 3212, Lihue, HI; and DENNIS L. REGO and MERCEDES R. REGO, whose address is 3250 Uiki Place, Lihue, HI, hereinafter collectively called the "Declarants", are the owners of Lots 110-B, 110-C, 110-D, 110-E and 110-F, being a portion of Grant 6944 to Fred R. Tracy and a subdivision of Lot 110, Kapaa Homesteads, Second Series, situated at Waipouli, Kawaihau (Puna), Island and County of Kauai, State of Hawaii, and more particularly identified by Kauai Tax Map Keys: 4-4-03, parcels 111 through 115, respectively, hereinafter called the "Lots"; and

WHEREAS, the Declarants desire to subject the Lots to certain restrictive covenants and conditions for the mutual benefit of the owners of the Lots and their respective heirs, personal representatives, successors and assigns,

NOW, THEREFORE, the Declarants do hereby declare that the said Lots shall be subject to the restrictive covenants and conditions as is set forth in Exhibit "A", attached

hereto and made a part hereof, for the term and upon the conditions therein stated, and that the restrictive covenants and conditions set forth in Exhibit "A" hereto shall be binding upon and inure to the benefit of the owners of the said Lots and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Declarants have hereunto set forth their hands as of this 21st day of June, 1989.

Louis K. Rego
LOUIS K. REGO, SR.

Doreen L. Sanchez
DOREEN L. SANCHEZ

Dennis L. Rego
DENNIS L. REGO

Mercedes R. Rego
MERCEDES R. REGO

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 21st day of June, 1989, before me personally appeared LOUIS K. REGO, SR., to me known to be the person described in and who executed the foregoing instrument, and who acknowledged that he executed the same as his free act and deed.

Sharlene K. Fujii
Notary Public, Fifth Judicial
Circuit, State of Hawaii

My Commission expires: 7-9-91

23453 404

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 21st day of June, 1989, before me personally appeared DOREEN L. SANCHEZ, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged that she executed the same as her free act and deed. L.S.

Charlton K. Luzzi
Notary Public, Fifth Judicial
Circuit, State of Hawaii

My Commission expires: 7-9-91

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 21st day of June, 1989, before me personally appeared DENNIS L. REGO and MERCEDES R. REGO, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and who acknowledged that they executed the same as their free act and deed. L.S.

Charlton K. Luzzi
Notary Public, Fifth Judicial
Circuit, State of Hawaii

My Commission expires: 7-9-91

EXHIBIT "A"RESTRICTIVE COVENANTS AND CONDITIONS

Lots 110-B, 110-C, 110-D, 110-E and 110-F, being a subdivision of Lot 110, Kapaa Homesteads, Second Series, District of Waipouli, Kawaihau (Puna), Island and County of Kauai, State of Hawaii, more particularly identified as Kauai Tax Map Keys: 4-4-03, parcels 110 through 115, respectively, shall be subject to the following conditions, covenants and restrictions from the date hereof until the 1st day of January, 2014.

1. Agricultural Uses. The uses on the lots, except as further prohibited in these restrictive covenants, shall be limited to those listed as permissible uses within the "A" Agricultural District under the State Land Use Commission Rules and Regulations. Only farm dwellings may be constructed. A farm dwelling is defined 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."

2. Farm Dwellings. No farm dwellings shall be erected on any of the lots which shall contain less than 1,000 square feet of livable ground floor area, exclusive of storage space, lanais, open porches, workshops, and garages. No "quonset" geodesic, or dome structures shall be permitted.

3. Construction Materials. All construction shall be of new masonry or lumber material free of dry rot or termites. No secondhand material can be used in any structure on the lots. No existing structure may be moved from a different location to a lot. The use of the following types of roofs is prohibited: (a) asphalt, felt roll or mineral surfaced asphalt roll roofing, (b) metal roofing, and (c) flat roofs unless the roof is of two or more levels.

The roofs of all structures erected on the lots shall be surfaced with wood shakes, thick butt, or shingles or clay tile of minimum reflectivity. No metal buildings or shacks will be allowed; provided, however, that a prefabricated metal storage building not exceeding 170 square feet may be allowed on each lot for storage only.

4. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any of the lots at any time as a residence, either temporarily or permanently.

5. Windmills, Etc. No windmills, satellite receiving dishes, and similar type of structures shall be permitted on any lot.

6. Noxious Activities. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. Prohibited Uses. Notwithstanding that the same may be permitted use with the "A" Agricultural District under the State Land Use Commission Rules and Regulations, the following uses are expressly prohibited:

- a) The raising of pigs;
- b) The raising or keeping of roosters; provided that the keeping or raising of chicken hens for personal consumption shall be permitted;
- c) The raising, breeding, or kenneling of dogs for commercial purposes;

Except as prohibited by the foregoing, dogs, cats, or other household pets may be kept provided that they are reasonable in number, are not kept, bred, or maintained for any commercial purposes, and do not constitute an offensive or noxious activity to the neighborhood because of noise, odor, and the like.

8. Restrictions Noted on Documents. No deed, mortgage, agreement of sale or lease shall be made or delivered for the conveyance, mortgage or lease of any lot or any part thereof, unless such document shall contain or be subject to the restrictive terms, covenants and conditions set forth.

9. Term. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them from the date hereof until the 1st day of January 2014, after which time said covenants shall be automatically extended for successive ten year periods unless an instrument signed by no less than 75% of the owners of the aforesaid lots has been recorded, agreeing to change said covenants in whole or in part, prior to the expiration of the original term of any extension thereof.

10. Enforcement. Each and all of the foregoing covenants and restrictions shall run with the land, and jurisdiction may be taken in equity or at law at suit of the other grantee of any of the said lots, to restrict or prevent by injunction, mandatory or restraining, any violation or any of said covenants upon the part of the grantee or owner to be observed and performed, without prejudice to the right of the Declarants, or their heirs, successors and assigns, or any other grantee or owner; to adopt or pursue any other remedy thereafter for the same breach or failure, or for any subsequent breach or failure, or to take action to recover damages for any such breach or failure.

11. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

EXHIBIT "H"

R-742

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

MAR 21, 1994 11:15 AM

Doc No(s) 94-049156

/s/ S. FURUKAWA
REGISTRAR OF CONVEYANCES

LAND COURT SYSTEM <input checked="" type="checkbox"/> Return by Mail (X) Pickup () County of Kauai Planning Department 4444 Rice Street, Suite 473 Building "A" Lihue, Kauai, Hawaii 96766	To:	REGULAR SYSTEM
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FARM DWELLING AGREEMENT

THIS AGREEMENT made and entered into as of the 28th
 day of FEBRUARY, 1994, by and between RICHARD G.
AND VERNETTE E. GODBENRE
 whose mailing address is 6115 Waipouli Road,
Kapaa, Hawaii 96746

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

W I T N E S S E T H

WHEREAS, the APPLICANT(S) warrant and represent that they are the OWNERS of that certain parcel of land, Tax Map Key No. (4) 4-4-03:117, more particularly described in Exhibit "A" attached hereto and made a part hereof; and

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

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

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

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

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

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

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

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

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

7. That this agreement shall be recorded with the State of Hawaii Bureau of Conveyances, fees to be paid by the APPLICANTS.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the _____ day of _____, 19____.

APPROVED: [Signature]
Planning Director

Applicant(s)
[Signature]
RICHARD G. GODBEHERE
[Signature]
VERNETTE E. GODBEHERE

APPROVED AS TO FORM AND LEGALITY:
[Signature]
Dep. County Attorney

[Signature]
Richard G Godbehere
[Signature]
Vernette E Godbehere

STATE OF HAWAII)
COUNTY OF KAUAI :) ss.

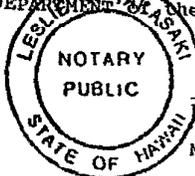
On this 28th day of February, 1994, before personally appeared RICHARD G. GODBEHERE AND VERNETTE E. GODBEHERE

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Signature]
Notary Public, State of Hawaii
My commission expires: 2-2-98

STATE OF HAWAII)
COUNTY OF KAUAI :) ss.

On this 14th day of MARCH, 1994, before me appeared KEITH NITTA, to me personally known, who being by me duly sworn, did say that he is an employee and representative of the PLANNING DEPARTMENT of the COUNTY OF KAUAI; and that said instrument was executed on behalf of said PLANNING DEPARTMENT by authority of its Planning Director; and that said KEITH NITTA acknowledged that he executed the same as his free act and deed of the PLANNING DEPARTMENT, the COUNTY OF KAUAI. Said Department has no seal.



[Signature]
Notary Public, State of Hawaii
My commission expires: 11/04/95

EXHIBIT "A"

LOT 110-E

All of that parcel of land situated at Waipouli, Kawaihau (Puna), Kauai, Hawaii, being a portion of Grant 6944 to Frederick R. Tracy (Lot 110 of Kapaa Homesteads, Second Series) and being more fully described as follows:

Beginning at a pipe at the Northwest corner of this Lot, the same being along Waipouli Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 7,794.81 feet North and 2,890.86 feet West and running by azimuths measured clockwise from True South:

1. 272° 02' 20.00 feet along Waipouli Road to a pipe;
Thence along Lot 110-F for the next six (6) courses, the azimuths and distances being:
2. 2° 02' 335.00 feet to a pipe;
3. On a curve to the right having a radius of 240.00 feet, the chord azimuth and distance being:
21° 16' 158.12 feet to a pipe;
4. 40° 30' 100.00 feet to a pipe;
5. On a curve to the left having a radius of 260.00 feet, the chord azimuth and distance being:
32° 46' 69.97 feet to a pipe;
6. 25° 02' 195.00 feet to a pipe;
7. 283° 20' 434.67 feet to a pipe;
8. 2° 02' 385.86 feet along Lot 109 to a pipe;
Thence along Lot 110-D for the next (6) courses, the azimuths and distances being:
9. 103° 20' 609.06 feet, passing over a pipe at 588.64 feet;
10. 205° 02' 585.55 feet;
11. On a curve to the right having a radius of 280.00 feet, the chord azimuth and distance being:
212° 46' 75.36 feet;
12. 220° 30' 100.00 feet;
13. On a curve to the left having a radius of 220.00 feet, the chord azimuth and distance being:
201° 16' 144.94 feet;
14. 182° 02' 335.00 feet to the point of beginning and containing a gross area of 5.016 acres, excepting and reserving therefrom that portion of the stream within this Lot (Area = 0.011 Acre) and all riparian and other rights in or to this stream and the water thereof leaving a NET AREA of 5.005 ACRES.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing UNSATISFACTORY
in this Document when received.

EXHIBIT "I"

R-200

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

JAN 26, 1995 08:02 AM

Doc No(s) 95-011685

/s/ CARL T. WATANABE
ACTING REGISTRAR OF CONVEYANCES

After recordation,
return by Mail to:

COUNTY OF KAUAI
DEPARTMENT OF FINANCE
REAL PROPERTY ASSESSMENT DIVISION
4444 RICE ST., SUITE A-454
LIHUE, KAUAI, HAWAII 96766

NOTICE OF DEDICATION TO AGRICULTURE

All persons are hereby informed that the foregoing property is subject to the terms, conditions and restrictions of an approved dedication with the County of Kauai.

Tax Map Key*: 4-4-03-114

Owner: Richard G./ Vernetta E. Godbehere

Area of Parcel*: 5.016 Acre

Petition Number: K-150AE

Effective Date: 1/1/95

Mailing Address: 6115 Waipouli Rd
Kapaa, Kauai HI 96746

Term of Dedication:

 10-year
 X 20-year

*Other land parcels dedicated, if any, are listed on Exhibit A attached and made a part hereto.

RESTRICTIONS

Upon the dedication of the land to agriculture, the owner forfeits the right to change the use of the land to a use other than the approved agricultural use for a minimum period of ten or twenty years as the case may be. Upon any conveyance or any change in ownership during the period of dedication the land shall continue to be subject to the terms and conditions of the dedication. Any new parcel created from the dedicated land, which has not been canceled or released, shall be subject to the covenants, obligations, and liabilities of the dedication.

BREACH OF DEDICATION

Failure to observe the restrictions on the use of the land shall cancel the dedication and special tax assessment privilege retroactive to the date of the dedication. The difference in the amount of taxes that were paid and those that would have been due from the assessment in the higher use shall be payable with a ten per cent per annum penalty. The additional taxes and penalties, due and owing as a result of a breach of the dedication, shall be a paramount lien upon the property. Contact the Real Property Assessment Division, Department of Finance, County of Kauai, for information regarding the dedicated area and use restrictions.

Said tax liens affect the following registered lands of the taxpayer(s) covered by the Certificates of Title shown below:

Certificates of Title Nos.

Documents Nos.

Signed: Richard G. Godbehere
Richard G. Godbehere

Date: 24 January 1995

Signed: Vernetta E. Godbehere
Vernetta E. Godbehere

Date: 24 January 1995

Signed: _____

Date: _____

STATE OF HAWAII)
COUNTY OF KAUAI)

On this 21st day of January, 1995, before me appeared
Richard G. Godbehere and Vernette E. Godbehere,
to me known to be the person(s) described in and who executed the foregoing
instrument, and acknowledged that they executed the same as their free
act and deed.

[Signature]
Notary Public, State of Hawaii

NOTARY PUBLIC
STATE OF HAWAII
LUCIANN NORTON

My commission expires: 1-4-99

STATE OF HAWAII)
COUNTY OF KAUAI)

On this ___ day of _____, 19___, before me appeared

to me known to be the person(s) described in and who executed the foregoing
instrument, and acknowledged that _____ executed the same as _____ free
act and deed.

Notary Public, State of Hawaii

My commission expires: _____

STATE OF HAWAII)
COUNTY OF KAUAI)

On this ___ day of _____, 19___, before me appeared

to me known to be the person(s) described in and who executed the foregoing
instrument, and acknowledged that _____ executed the same as _____ free
act and deed.

Notary Public, State of Hawaii

My commission expires: _____

Hedda Schmutz and Associates
P.O. Box 978, Kapaa, HI 96746
Phone/Fax: (808) 823-9872

ARCHITECT'S CERTIFICATION

The undersigned, being a licensed Architect within the State of Hawaii, and bearing Registration Number AR 7899, has inspected Unit 1, Structures 1, 2, and 3, and Units 2 and 3, Structure 1, situated on the South side of Waipouli Road, at Waipouli, Kawaihau, Kauai, Hawaii, and identified by Tax Map Key, 4th Division, 4-4-003:114.

Unit 1, Structure 1: A 1 bedroom, 1 bathroom, living room and kitchen. Completed prior to 1995.

Unit 1, Structure 2: A garage. Completed prior to 1995.

Unit 1, Structure 3: A pavillion. Completed prior to 1995.

Units 2 and 3, Structure 1: Sheds.

The inspection included the exterior roof, foundation, walls, visible electrical, and plumbing systems, and I find as follow:

1. Records of plans and specifications on file with the County of Kauai Planning Department and Building Division have been reviewed as to the following:

Unit "1" Structure "1" Dwelling
Interior Residence = 470 square feet

Unit "1" Structure "2" Garage
Interior Area = 327 square feet

Unit "1" Structure "3" Pavillion
Interior Area = 327 square feet

Units "2" and "3" Structure "1" Sheds
Interior Area = 16 square feet

2. The dwelling, Unit "1" Structure "1" appears to be constructed in the manner described in the drawings constituting the condominium file plan for (this project) including specifically Unit "1" Structures 2 and 3, and Units "2" and "3" Structure 1.

3. The systems and components, including visible structural, electrical, and plumbing, appear to be in satisfactory condition for the stated age thereof and appear to be in good sound condition.

4. Without conducting invasive examinations of covered structural, electrical, and plumbing components, the Units appear to be constructed in conformity with the

County of Kauai Zoning Ordinances, Building Code, and Rules and Regulations applicable to the construction at the time of construction thereof for Units 1, 2, and 3. The Units will meet the present Building Codes.

1. An apparent expected life of Units, provided that proper maintenance is applied, are as follows:
Unit 1, Structure 1: 40 years
Unit 1, Structure 2: 40 years
Unit 1, Structure 3: 40 years
Units 2 and 3, Structure 1 10 years
2. There are no non-conforming uses existing on the property and no variances from any zoning or building codes have been granted for structures or uses on the property.

THIS IS NOT A WARRANTY OF COMPLIANCE WITH ALL CODES, RULES AND REGULATIONS, ONLY A WARRANTY THAT INSPECTION WAS MADE AND NO APPARENT VIOLATIONS APPEAR TO EXIST. NO RIGHT SHALL ACCRUE TO ANY THIRD PARTY FOR SUBSEQUENT DISCOVERY OF ANY PROBLEMS WITH CODE COMPLIANCE OR FOR FUTURE CHANGES IN SUCH CODES.

DATED: Lihue, Kauai, Hawaii, April 27, 2001.



HEDDA SCHMUTZ,
Registered Professional
Architect No. 7899

Subscribed and sworn to before me
This 27th day of April, 2001.



NOTARY PUBLIC, STATE OF HAWAII
DEBORAH L. LUM
My commission expires 9.26.2002