

CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by: Developer: BERNARD KANTER
Address: 1194 Kuhio Highway, Suite #114, Kapaa, Hawaii 96746

Project Name(*): HUINA STREET CONDOMINIUM
Address: 330 Huina Street, Kapaa, Hawaii 96746

Registration No. 4946
(Conversion)

Effective date: February 6, 2003
Expiration date: March 6, 2004

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.
FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
SUPPLEMENTARY: (pink) This report updates information contained in the:
And [] Supersedes all prior public reports

(* 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

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report (attached as Exhibit G) 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 NOTICE:

This is a condominium project, not a subdivision. There are County restrictions on the number of dwelling units, or other structures, which may be built upon the property. Therefore, unless the purchaser is purchasing an existing dwelling, there is no assurance that the purchaser will be able to build a dwelling unit on the property. There also is no assurance that the purchaser will be able to convert an existing non-residential structure to residential use. The purchaser should consult with the appropriate County agencies to determine whether the purchaser may build a dwelling unit, or any other type of structure.

1. There are presently two residential structures on the project.
2. Issuance of an effective date for this Public Report does not constitute an approval of the project by the Real Estate Commission, or any other governmental agency, nor does it imply that all County codes, ordinances and subdivision requirements have been complied with.
3. This project does not involve the sale of individual subdivided lots. The land area beneath and immediately adjacent to each unit, as shown on the Condominium Map, is designated as a limited common element for that unit and does not represent a legally subdivided lot. The dotted or dash lines on the Condominium Map generally represent the location of the limited common element or easements assigned to each unit.
4. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

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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: BERNARD KANTER Phone: 808-822-4994
Name*
1194 Kuhio Highway, Suite 114
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: Vision Properties, Inc. Phone: 808-822-4444
Name
Post Office Box 29
Business Address
Kapaa, Hawaii 96746

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

General Contractor: J. T. Uno Construction, LLC Phone: 808-337-1127
Name
Post Office Box 1210
Business Address
Kekaha, Hawaii 96752

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

Attorney for Developer: Glen T. Hale Phone: 808-245-4100
Name
2970 Kele Street Suite 110
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:

Proposed

Recorded - Bureau of Conveyances: Document No. 2002-157834

Book _____ Page _____

Filed - Land Court: Document No. _____

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]: **Amendment to Declaration of Condominium Property Regime of Huina Street Condominium dated October 15, 2002, recorded as Document No. 2002-187822.**

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. 3480

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]: **Amendment to Declaration of Condominium Property Regime of Huina Street Condominium dated October 15, 2002, recorded as Document No. 2002-187822 contains amended floor plans and elevations for the project.**

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. 2002-157835

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]:

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: 330 Huina Street, Kappa, Hawaii Tax Map Key: (TMK): (4) 4-2-014:075

[X] Address [] TMK is expected to change because each future residence will receive
its own address.

Land Area: 27,740 [X] square feet [] acre(s) Zoning: R-2

Fee Owner: BERNARD KANTER
 Name
1194 Kuhio Highway Suite 114
 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: Two (2) Floors Per Building One (1) Unit A
Two (2) Unit B
 Exhibit _____ contains further explanations.

3. Principal Construction Material:
 Concrete Hollow Tile Wood
 Other _____

4. Permitted Uses by Zoning:

	No. of Apts.	<u>Use Permitted by Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>2</u>	<input checked="" 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 type="checkbox"/> Agricultural	_____	<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

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:

- Household pets may be kept consistent with any applicable law or restrictive covenants
- [x] Pets: applicable to the project so long as they do not become a nuisance to the other owners.
- [] Number of Occupants: _____
Protective Covenants,
- [x] Other: Conditions and Restrictions, a summary of which is attached hereto as Exhibit I.
- [] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: -0- Stairways: Unit A: -0-
Unit B: 1 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>A</u>	<u>1</u>	<u>2/1</u>	<u>755</u>	<u>293/290</u>	<u>deck and carport</u>
<u>B</u>	<u>1</u>	<u>3/3</u>	<u>1,319</u>	<u>453/181/143</u>	<u>garage, deck and storage area</u>

Total number of Apartments: 2

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

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

Boundaries of Each Apartment: Per Article II of the Declaration of Condominium Property Regime, the boundaries of each apartment shall be the outer surface of the entire building. Wires or conduits, pipes or any utility lines running over, under or through any apartment which are utilized for or serve more than one unit shall not be deemed a part of the apartment, the same being deemed common elements.

Permitted Alterations to Apartments: Permitted alterations to apartments are as allowed by County of Kauai zoning ordinances and recorded restrictions on the project, if any. Upon construction of each permanent improvement, an amendment to the Declaration of Condominium Property Regime will be required to disclose actual improvements as a matter of public record.

Apartments Designated for Owner-Occupants Only:

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

7. Parking Stalls:

Total Parking Stalls: 4

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		TOTAL
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)	<u>1</u>	<u>1</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 A and B 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 1 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 dated October 16, 2002 prepared by Ron Agor, Registered Professional Architect, No. 5921, the Developer states that the structural components, mechanical and electrical installations of Units A and B appear to be in satisfactory condition for the stated age thereof (approx. 11 years for Unit A and approx. 13 years for Unit B) and appear to be in satisfactory condition for their age. The structure and related systems and components have an expected useful life in excess of over 50 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 E .
 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 E.

as follows:

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 C.

as follows:

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

Exhibit F describes the encumbrances against the title contained in the title report dated _____ 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>
Mortgage	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 Completion Date:**

Unit A was completed in 1991.
Unit B was completed in 1989.

Final inspections for Units A and B were obtained from the County of Kauai on March 7, 2002.

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 B contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated August 21, 2002 .
Exhibit D contains a summary of the pertinent provisions of the escrow agreement.
- Other Specimen Apartment Deed

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for 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).
 Declaration of Protective Covenants and House Rules; Easement Grant, Grant of Easement, Covenants and Restrictions for Mountain View Half Acres; Amendment to
 - H) Other Covenants and Restrictions of Mountain View Half Acres; Warranty Deed and Mortgage

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. 4946 filed with the Real Estate Commission on October 18, 2002.

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.

Residential improvements are located on Units A and B of the project. 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.

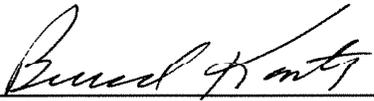
The property is subject to the Declaration of Restrictive Covenants for Mountain View Half Acres Subdivision (hereinafter referred to as the "Covenants") dated May 23, 1985 and recorded in the Bureau of Conveyances at Liber 18696, Page 603, as amended. Paragraph seven (7) of the Covenants prohibits dwelling units containing less than eight hundred seventy (870) square feet of living area, exclusive of garage, storage, open lanais, or porches.

Unit A's living area is approximately 755 square feet and may violate the Covenants. A prospective purchaser should obtain a copy of the Covenants and review the complete language of paragraph seven (7) and all of the additional covenants contained therein. Unit A may be subject to potential objection, complaint and/or liability by property owners within the Mountain View Acres Subdivision since the living area is less than the area required by the covenants.

- 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.

BERNARD KANTER

Name of Developer

By: 
Duly Authorized Signatory*

10/11/02
Date

BERNARD KANTER, Owner and Developer

Printed Name & Title of Person Signing Above

Distribution:

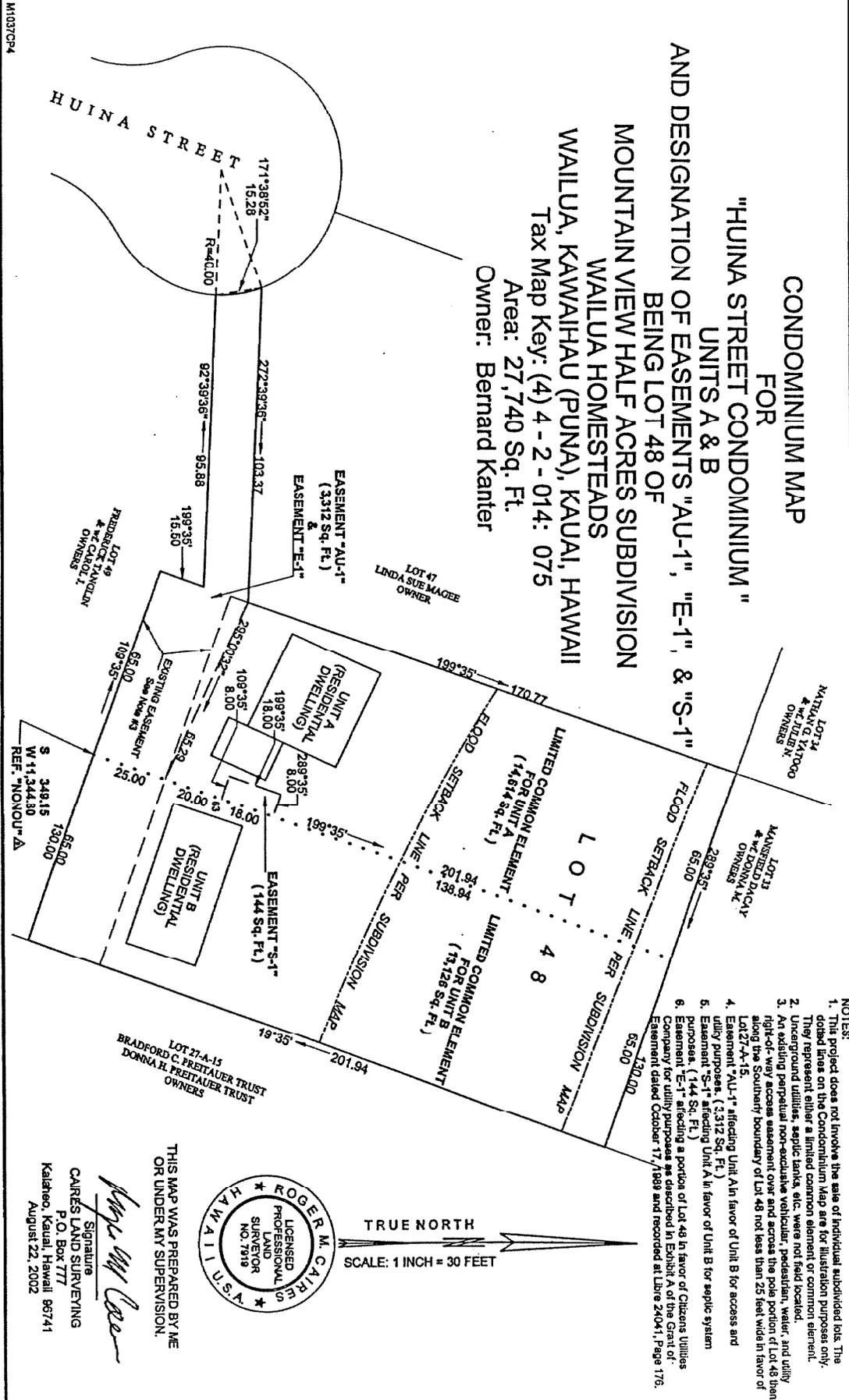
Department of Finance, County of Kauai

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"
CONDOMINIUM MAP AND LIMITED COMMON ELEMENT LOCATIONS

**CONDOMINIUM MAP
 FOR
 "HUINA STREET CONDOMINIUM"
 UNITS A & B
 AND DESIGNATION OF EASEMENTS "AU-1", "E-1", & "S-1"
 BEING LOT 48 OF
 MOUNTAIN VIEW HALF ACRES SUBDIVISION
 WAILUA HOMESTEADS
 WAILUA, KAWAIIHAU (PUNA), KAUAI, HAWAII
 Tax Map Key: (4) 4 - 2 - 014: 075
 Area: 27,740 Sq. Ft.
 Owner: Bernard Kanter**



- NOTES:**
1. This project does not involve the sale of individual subdivided lots. The colored lines on the Condominium Map are for illustration purposes only. They represent either a limited common element or common element.
 2. Underground utilities, septic tanks, etc. were not field located.
 3. An existing perpetual non-exclusive vehicular, pedestrian, water, and utility right-of-way access easement over and across the pole portion of Lot 48 then along the Southern boundary of Lot 48 not less than 25 feet wide in favor of Lot 27-A-15.
 4. Easement "AU-1" affecting Unit A in favor of Unit B for access and utility purposes, (3,312 Sq. Ft.)
 5. Easement "S-1" affecting Unit A in favor of Unit B for septic system purposes, (144 Sq. Ft.)
 6. Easement "E-1" affecting a portion of Lot 48 in favor of Citizens Utilities Company for utility purposes as described in Exhibit A of the Grant of Easement dated October 17, 1989 and recorded at Libre 24061, Page 176.



THIS MAP WAS PREPARED BY ME
 OR UNDER MY SUPERVISION.

Signature
 CAIRNS LAND SURVEYING
 P.O. Box 777
 Kalaheo, Kauai, Hawaii 96741
 August 22, 2002

MI037CP4

EXHIBIT B

SUMMARY OF SALES CONTRACT

The HUINA STREET CONDOMINIUM Sales Contract and Receipt (the "contract"), contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. The method of payment of the purchase price to the escrow agent, subject to other terms.
2. The closing date for the purchase.
3. Whether, at the time of execution of the contract, an effective date for a final public report has been issued.
4. The terms and conditions of the sale which include, among other provisions, the following:
 - (a) That Purchaser will receive a copy of the final public report for the project.
 - (b) Purchaser agrees that all payments made will be placed on deposit with escrow pursuant to the terms of the Escrow Agreement, and Purchaser is subject to all of the terms of the Escrow Agreement.
 - (c) Seller has a right to extend the closing date by 31 days or by 31 days after the public report effective date is issued, whichever is later.
 - (d) After issuance of the Final Public Report effective date and Buyer's waiver of its right to cancel under Hawaii Revised Statutes Section 514A-62, Purchaser shall not have the right to rescind the contract.
 - (e) Purchaser has received a copy of the Escrow Agreement.
 - (f) If Purchaser defaults, Seller may cancel the contract or bring legal action against Purchaser to force sale, obtain money damages, or retain Purchaser's deposit money held in escrow.
 - (g) The unit the Purchaser is purchasing is shown on the condominium map; Purchaser will have the right to cancel if the Unit is different from that shown on Exhibit A.
 - (h) That a deed conveying clear title will be given at closing, subject to certain obligations.

- (i) The Purchaser agrees to give future easements if reasonably required for the project.
- (j) Except for unexpired builder's statutory warranties and assignable appliance warranties, the Purchaser will accept the Unit "AS-IS". Purchaser assumes all risks regarding any potential hazardous materials on the condo property or property adjoining or in the vicinity, including liability for suits by third parties. Seller is, however, unaware of any such conditions on the property.
- (k) The payment of commissions, if any, is set out in the contract.
- (l) Time is of the essence of the obligations of Purchaser under the contract.

SPECIAL NOTICE:

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

END OF EXHIBIT B

EXHIBIT C

SCHEDULE OF APARTMENTS AND COMMON INTERESTS

Quantity	Unit No.	Area of Limited Common Element* (Sq. Ft.)	No. of Br./Bath	Appx. Net Living Area (Sq. Ft.)	Appx. Other Area (Sq. Ft.)	% of Comm on Int.
1	A	14,614	2/1	755	273 carport 290 deck	50%
1	B	13,126	3/3	1,319	453 garage 143 storage 181 deck	50%

Pursuant to Section 16-107-5, Hawaii Administrative Rules, reference is hereby made to the method by which common interest has been computed. There are two units, each of which will burden the common elements equally. Therefore, the assessment of undivided interest both for common expense and for voting is 50% for each unit.

The common interest appurtenant to each unit shall be permanent. Subject to the zoning requirements and amendments of the Condominium Map and the Declaration of Condominium Property Regime, each unit owner may use the unit, alter or add to it in any manner deemed desirable, so long as it is permitted by law and the Declaration of Protective Covenants and House Rules, if any. If adjoining unit owners desire to alter and/or transfer portions of their respective units, they can do so by the filing of an amendment to the Condominium Map and the Declaration of Condominium Property Regime together with their respective signatures.

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

END OF EXHIBIT C

EXHIBIT "D"

SUMMARY OF PORTIONS OF ESCROW AGREEMENT

The Escrow Agreement ("Agreement") between TITLE GUARANTY ESCROW SERVICES, INC., a Hawaii corporation (as "Escrow"), and BERNARD KANTER, (as "Seller"), contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. Whenever Seller enters into a sales contract for the sale of an apartment, Seller will require that payments due under the sales contract be made to Escrow and will deliver an executed copy of the sales contract to Escrow.
2. Escrow will receive payments under the sales contract and sums received from any other source with respect to the project. Funds held under the Agreement will initially be deposited in an account for the project. Interest on all funds will be paid to Seller.
3. Escrow will release from the trust fund and disburse Buyer's funds at closing, unless: (a) Buyer has elected within seven days of signing the sales contract to cancel and receive all funds paid, without deduction; or (b) the Real Estate Commission has not issued a Final Public Report on the project or the requirements of the sales contract have not been met; or (c) Seller has not satisfied Escrow that all other requirements of Hawaii Revised Statutes have been met.

In addition, Escrow will not release the trust funds without an affidavit personally reaffirmed by all the prospective Owner-Occupants upon receipt of a final public report, but no later than closing of escrow; and the prospective Owner-Occupants of the residential unit shall have delivered to Escrow a claim for an owner-occupant property tax exemption for filing with the appropriate county office.

4. Escrow will return deposited sums to the Buyer without interest if Seller and Buyer give Escrow written notice to return the funds to Buyer, if there is a right to cancellation and refund of monies under the sales contract or otherwise. If there is a cancellation under the seven-day right, no fees will be charged Buyer. Thereafter, in the event of a cancellation as a matter of agreement or right, Buyer's funds shall be returned to Buyer less Escrow's cancellation fee, if any, and all other costs incurred in connection with the Escrow, not less than \$25.00.

A purchaser is entitled to a return of funds upon written request and upon the occurrences of any one of the following events:

(i) No sales contract has been offered to the prospective Owner-Occupant within six months of the issuance of the first public report or public lottery (as applicable); or

(ii) Prospective Owner-Occupant has requested to be removed from the final reservation list (as defined in Section 514A-104, H.R.S.);

(iii) Prospective Owner-Occupant has elected not to execute a sales contract; or

(iv) Prospective Owner-Occupant has not obtained adequate financing, or a commitment for adequate financing, by a date which is no earlier than fifty calendar days after Seller's execution and acceptance of the sales contract.

The sales contract shall be rescinded, if any prospective Owner-Occupant is unable to reaffirm the Affidavit. Any partially executed conveyance documents shall be returned to Seller. All deposits shall be refunded to the purchaser unless (i) Seller shall have delivered a written opinion to Escrow stating that the sales contract has become binding, and (ii) written instructions approved by Seller and prospective Owner-Occupant direct Escrow to distribute the deposit otherwise.

5. Escrow will arrange for and supervise the signing of all documents which are to be signed subsequent to and contemplated by the sales contract.
6. As Escrow's compensation for its performance under this Agreement, Escrow will receive its schedule rate for each apartment for which an apartment deed of the project is handled by Escrow and recorded in the Bureau of Conveyances of the State of Hawaii. Escrow will record all applicable documents. The cost of title insurance will be an additional amount, based upon schedule rate.
7. In the event of default by the Buyer, Buyer may forfeit his or her deposit, which will be paid to the Seller, less any cancellation fees charged by Escrow.

SPECIAL NOTICE: THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE AGREEMENT. WHILE ONE CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE AGREEMENT, ONE MUST REFER TO THE ACTUAL AGREEMENT TO DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE AGREEMENT, THE AGREEMENT WILL CONTROL AND NOT THIS SUMMARY.

END OF EXHIBIT "D"

EXHIBIT "E"

COMMON ELEMENTS OF THE PROJECT

The common elements of the project are:

- (a) the land in fee simple;
- (b) all commonly used present or future ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, water, irrigation and telephone; and
- (c) any and all other future elements and facilities in common use or necessary to the Project.

The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof, except as provided in the Condominium Property Act. Any such partition or division shall be subject to the prior consent thereto by the holder(s) of all mortgage(s) of any condominium unit(s) which are filed of record.

LIMITED COMMON ELEMENTS OF THE PROJECT

Certain parts of the common elements, herein referred to as the "limited common elements", are hereby designated and set aside for the exclusive use of one or more units, and such unit(s) shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside, reserved and deemed a limited common element appurtenant to and for the exclusive use of each respective unit is that certain land area upon and around which Units A and B are located, shown and designated on the Condominium Map and the table below.

<u>Unit Number</u>	<u>Area of Limited Common Element</u>
A	14,614 sq. ft.
B	13,126 sq. ft.

Except for liability created by negligence or intentional acts, all costs of every kind pertaining to the aforesaid limited common elements, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne solely by the owner of the unit to which said limited common elements are appurtenant. Utilities will be connected at the expense of individual unit owners.

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

END OF EXHIBIT "E"

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes. Check with the County of Kauai, Department of Finance, Real Property Tax Division, for detailed information.
2. Title to all mineral and metallic mines reserved to the State of Hawaii.
3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: DECLARATION
DATED: May 23, 1985
RECORDED: Liber 18696 Page 603

Said Declaration was amended by instrument dated October 30, 1985, recorded in Liber 19143 at Page 136.
4. Flood setback line as per survey of Cesar C. Portugal, Registered Professional Surveyor, Certificate No. 2225-SE dated May 28, 1985, as contained in WARRANTY DEED dated November 21, 1986, recorded in Liber 20089 at Page 219.
5. Grant to White Rock Limited Partnership, a registered Hawaii limited partnership, dated September 13, 1989, and recorded in said Bureau in Liber 23761 at Page 524, granting a perpetual non-exclusive easement for access and all water and utility right-of-way, etc.
6. Grant to Citizens Utilities Company, a Delaware corporation, dated October 17, 1989, recorded in said Bureau in Liber 24041 at Page 176, granting a perpetual right and easement for utility purposes over Easement "E-1" as shown on the map attached thereto.
7. That certain Mortgage by and between AAMES FUNDING CORPORATION dba Ames Home Loan, as Lender, and BERNARD KANTER, a married man, as Borrower, dated May 31, 2002, and recorded in said Bureau as Document No. 2002-100561.

8. 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 "HUINA STREET CONDOMINIUM"
CONDOMINIUM PROJECT

DATED : August 21, 2002
RECORDED : Document No. 2002-157834
MAP : 3480 and any amendments thereto

Said above Declaration was amended by instrument dated October 15, 2002, recorded as Document No. 2002-187822.

9. 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 : August 21, 2002
RECORDED : Document No. 2002-157835

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

INSTRUMENT : DECLARATION OF PROTECTIVE COVENANTS
AND HOUSE RULES FOR HUINA STREET
CONDOMINIUM

DATED : August 21, 2002
RECORDED : Document No. 2002-157836

END OF EXHIBIT "F"

EXHIBIT G

DISCLOSURE ABSTRACT FOR HUINA STREET CONDOMINIUM

Pursuant to Hawaii Revised Statutes, Section 514(A)-61, the Developer of HUINA STREET CONDOMINIUM makes the following disclosures:

1. The Developer of the project is BERNARD KANTER, 1194 Kuhio Highway, Suite 114, Kapaa, Hawaii 96746.
2. See Exhibit H to the Final Public Report for the projected annual maintenance fees. The Developer hereby certifies that the estimates have been based on generally accepted accounting principles.
3. There are no warranties against defects of material and workmanship in individual apartments, common elements or exclusive use areas, and the purchaser buys his/her unit in an "as is" condition.
4. All of the apartments of the project are to be used for residential purposes only. No units shall be used for hotel or timeshare purposes. There will be no commercial use except those activities permitted by County Ordinance.
5. The real estate broker for the Project is: Vision Properties, Inc., its mailing address being Post Office Box 29, Kapaa, Hawaii 96746, and telephone 808-822-4444.
6. 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.
7. This project includes existing structures being converted to condominium ownership.
8. The Existing Easement described in Note #3 on the Condominium Map is in favor of the adjacent Lot 27-A-15. The easement is 25 feet wide along the Southerly boundary of Lot 48. The owner(s) of Lot 27-A-15 has the right to use the easement to access his/her property and to install and maintain utilities. For further information, please review the Easement Grant identified at item 12(d) of the Public Report Table of Contents.

9. An Easement in favor of Unit B for access and utility purposes is granted by Easement AU-1 and affects Unit A. For further information, please review the easement language found on page 5 of the Declaration.
10. Units A and B share an underground wastewater disposal system identified by Kauai County as a cesspool. Easement S-1, in favor of Unit B, permits entry onto Unit A to effect repairs to the wastewater disposal system. For further information, please review the easement language found on page 5 of the Declaration.
11. The property is subject to the Declaration of Restrictive Covenants for Mountain View Half Acres Subdivision (hereinafter referred to as the "Covenants") dated May 23, 1985 and recorded in the Bureau of Conveyances at Liber 18696, Page 603, as amended. Paragraph seven (7) of the Covenants prohibits dwelling units containing less than eight hundred seventy (870) square feet of living area, exclusive of garage, storage, open lanais, or porches.

Unit A's living area is approximately 755 square feet and may violate the Covenants. A prospective purchaser should obtain a copy of the Covenants and review the complete language of paragraph seven (7) and all of the additional covenants contained therein. Unit A may be subject to potential objection, complaint and/or liability by property owners within the Mountain View Acres Subdivision since the living area is less than the area required by the covenants.

In witness whereof, the developer has executed this Disclosure Abstract this 19th day of November, 2002.


BERNARD KANTER

RECEIPT

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

Purchaser(s):

END OF EXHIBIT G

EXHIBIT "H"

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>	
UNIT A	\$20.00	\$240.00
UNIT B	\$20.00	\$240.00

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

Estimate of Maintenance Fee Disbursements:

	<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	\$25.00	\$300.00

Management

Management Fee
Payroll and Payroll Taxes
Office Expenses

Insurance \$15.00 \$180.00

Reserves(*)

Taxes and Government Assessments

Audit Fees

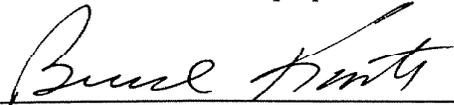
Other

TOTAL

\$40.00

\$480.00

I, BERNARD KANTER, as the developer, for the HUINA STREET 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.



Signature

Dated: 10/11/02

(*) 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.

END OF EXHIBIT "H"

EXHIBIT "I"

SUMMARY OF PROTECTIVE COVENANTS AND HOUSE RULES FOR HUINA STREET CONDOMINIUM

This is a summary of the recorded Declaration of Protective Covenants and House Rules (House Rules) for the condominium Project. This is not meant to completely recite the actual provisions of the House Rules, nor to cover every issue in which a purchaser might have interest. The prospective purchaser is urged to obtain a full copy of the House Rules from the condominium Developer prior to entering into an agreement to purchase a unit in this Project.

The prospective purchaser should also review the Covenants and Restrictions for **Mountain View Half Acres**, identified as Exhibit J attached hereto.

Building Permits: Any owner desiring to construct improvements on a unit will have to comply with County of Kauai building and zoning codes.

Water and Utilities: Each unit owner will be required to connect water, electricity and telephone to his/her improvements at his/her own cost and expense.

Wastewater Treatment: Each unit will be required to have its own state-approved wastewater treatment system located within its own limited common element area.

Roadway: Each unit owner will be responsible for clearing vegetation and growth from his area to the extent it enters or borders the area of the roadway common element.

Construction: There are limits on materials and types of construction. There shall be no fences or hedges within ten (10) feet of the dividing line of each unit unless the Association votes to permit a fence or hedge.

Pets and Farm Animals/Noise in General: There are restrictions on types and numbers of animals as well as the levels of noise and noxious odors permissible within the Project.

Common Area Land: The Association shall determine and control the common area land, if any. ***

Noxious Activities: There are restrictions regarding the spraying of chemicals and pesticides.

Common Element Expenses and Enforcement: The Association shall provide for common area expenses necessary to maintain the project in acceptable condition. ***

Repeal or Modification: These Covenants may be modified by an affirmative vote of the holders of 75% of the common interests in the Project.

Arbitration: Disputes concerning any unit owner, the Association, its Board, Managing Agent or the condominium documents shall be submitted to arbitration.

*** There are no common elements identified on this project. The reference to Common Area Land and Common Elements in paragraphs eight and nine of the House Rules shall only be construed to refer to land owned by Unit A but used pursuant to an easement by Unit B. Easement AU-1, as described in Section VII, page 5 of the Declaration is land used by both unit owners and grants an access and utility easement in favor of Unit B over Unit A s limited common element. Expenses for ordinary repairs and maintenance to the easement area shall be shared equally between Unit A and Unit B.

END OF EXHIBIT "I"

EXHIBIT "J"
COVENANTS AND RESTRICTIONS FOR MOUNTAIN VIEW HALF ACRES



1871-V
Recordation requested by:
DENNIS M. LOMBARDI
CASE, KAY & LYNCH
Attorneys at Law
After recordation, return to:
CASE, KAY & LYNCH
4334 RICE STREET, SUITE 202
LIHUE, HI 96766
Return by Mail Pickup

85- 61067

5 10 A 8 01

18696 603

DECLARATION OF RESTRICTIVE COVENANTS FOR
MOUNTAIN VIEW HALF ACRES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, KAUAI INVESTMENT CORPORATION, a Hawaii corporation (hereinafter referred to sometimes as the "Declarant"), is the owner and developer of the lots hereinafter described; and

WHEREAS, the Declarant intends to cause certain of the lots to be developed as a residential subdivision, and the purpose of this Declaration of Restrictive Covenants For Mountain View Half Acres Subdivision is to create and keep the subdivision desirable and attractive to its residents and owners and for the mutual benefit and protection of owners and others within the community area;

NOW, THEREFORE, Declarant hereby declares that the lots hereinafter described shall be held, sold, conveyed, encumbered, leased, occupied, and improved subject to the limitations, restrictions, covenants, and conditions set forth in this Declaration of Restrictive Covenants For Mountain View Half Acres Subdivision, hereinafter referred to as this "Declaration", all of which are established and declared and agreed to be for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land. These limitations, restrictions, covenants, and conditions shall run with the land and shall be binding upon all persons having or who acquire any right, title or interest in or to the land, herein referred to as "Owner" or "Owners" and shall inure to the benefit of the Declarant, and each Owner.

1. This Declaration and the restrictive covenants herein contained shall apply to Lots 1 through 42, inclusive, and Lots 44 through 51, inclusive, of the Mountain View Half Acres Subdivision (hereinafter these lots are referred to singularly as the "Lot" and sometimes collectively as the "Lots" and/or the "subdivision") each of which is more particularly described in Exhibit "A" hereto. This Declaration shall not apply or burden Lot 43 (hereinafter the "Excluded Lot"), more particularly described in Exhibit "B" hereto.

2. The Lots within the subdivision shall be used only for private, single-family residences not exceeding two stories in height, including private garages. No buildings other than a residence and garage shall be constructed, placed, or maintained upon a Lot, except that an ohana style second residence (but not more than a second residence) may

be constructed on any Lot provided the construction complies with each of the restrictive covenants contained in this Declaration, and provided further that the construction of the same complies with all rules and regulations of any government entity having jurisdiction thereover. In no event may more than two (2) residences (and garages) be constructed on any lot, including specifically, Lot 24 of the subdivision.

3. Plans and specifications for all buildings to be constructed, placed, or maintained on the Lots must be submitted to the Declarant for approval prior to being submitted to the County of Kauai for a building permit. The submittal shall include a plot plan showing the location of the building(s) to be placed on the Lot. No geodesic domes shall be permitted on any Lot.

4. Floor and foundations must be of concrete slab construction or of termite-treated lumber in which all foundation posts, joists, girders, subflooring, studs, etc., are of treated material. If the building foundation structure is of timber, it shall be enclosed by masonry or wooden siding. All construction shall be of new materials which is free of dry rot and termites. No existing structure shall be moved to the premises. No corrugated metal roofs, rolled roofing, or flat metal roofs will be permitted within the subdivision. No roofing material which has a finished surface which will produce glare or has a high gloss reflective quality shall be permitted within the subdivision; provided, however, glazed clay or concrete tiles will be permitted. With respect to construction on individual Lots, all roofing materials utilized shall be of the same type and quality, although such materials may differ from Lot to Lot.

5. No structure of a temporary character shall be used on any Lot at any time as a residence, either temporarily or permanently. No out buildings of metal will be permitted on any Lot at any time.

6. Each Owner of a vacant Lot shall be responsible for installing and maintaining his own sewage disposal systems/cesspools at such time as a residence is constructed. Each Owner of a house and Lot within the subdivision shall be responsible for maintaining his own sewage disposal systems/cesspools.

7. No dwelling shall be erected that shall contain less than eight hundred seventy (870) square feet of living area, exclusive of garage, storage, open lanais, or porches. If the dwelling constructed contains less than one thousand (1,000) square feet of living area, exclusive of garage, storage, open lanais, or porches, a garage or carport must be constructed simultaneously with the construction of the dwelling. If a garage or carport is constructed, only the entry wall and/or rear wall may be open. In all cases where a garage or carport is constructed, whether attached or detached, its style of roof shall match the style of the dwelling's roof. All utilities and home appliances shall be enclosed and none left exposed to the street. Rubbish cans shall be screened from the street.

8. All structures shall be finished with paint, stain, siding, etc. Residence exteriors, including roofing, should be finished with earth tone colors whenever possible to compliment the surrounding hillsides and terrain.

9. All buildings or structures must be located on each Lot in a manner that will allow drainage, in the form of surface runoff, to be diverted toward the street or existing storm structures, if any. Any extra fill required or boundary walls constructed must be placed on the Lot in a manner which will not obstruct the drainage of adjacent Lots.

10. No Lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. The Owner of each Lot shall keep the Lot free from weeds, high grass, and other debris. Failure to keep the Lot free of weeds, high grass, and debris will allow the Declarant to clean the Lot at the expense of its Owner.

11. 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 or other Owners. No animals, livestock, or poultry of any kind (including specifically, chickens, pigs, and bees) shall be raised, bred, or kept on a Lot, except that a reasonable number of dogs, cats, or other common household pets, not exceeding two (2) of each, may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purpose.

12. Easements for the installation and maintenance of utilities, such as transformer pads and utility pole guy wires and drainage swales affect certain Lots as shown on the subdivision map for the Mountain View Half Acres Subdivision, which by this reference is incorporated in this Declaration. Within these easements and swale areas no structure, special plantings, or other material shall be placed or permitted to remain which may obstruct access to the easement areas or retard the flow of water through the designated swale areas, which swale areas on such Lots shall be maintained by the Owners thereof.

13. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign not more than five (5) square feet advertising the property for sale or for rent, or for a sign used by a builder or landscaping contractor to advertise during construction of improvements on the Lot.

14. Except as expressly stated to the contrary, each and all of the foregoing covenants and restrictions shall run with the land and shall be enforceable by Declarant and/or any Owner to the extent herein provided. Although none of the foregoing persons shall be obligated hereunder to so act, any one or more of the foregoing persons may commence a suit in equity to restrict or to prevent by injunction, mandatory or restraining in nature, any violation of any of the covenants or restrictions by any Owner without prejudice to the right of any other person or persons, should they or any one of them so elect, to pursue thereafter any other

remedy available hereunder or by law for the same or other breach or failure hereunder. In any action brought by the Declarant or any Owner to enforce the provisions hereof, whether legal or equitable, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees as is determined by the court.

15. All of the foregoing covenants and restrictions shall remain in full force and effect until the expiration of thirty (30) years from the date of recording this Declaration in the Bureau of Conveyances of the State of Hawaii and then each and all of the covenants and restrictions shall terminate and be of no further force and effect.

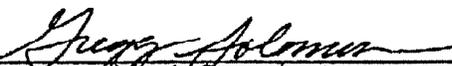
16. Invalidation of any of these covenants by governmental rule, law, judgment, or court order shall not affect any of the other provisions which shall remain in full force and effect.

17. Unless otherwise limited herein, the term Declarant shall mean Kauai Investment Corporation and its successors but not its assigns unless the assignment document shall expressly refer to the rights and privileges of Kauai Investment Corporation herein contained. Kauai Investment Corporation reserves the right to amend, withdraw, repeal, or waive enforcement of restrictions with or without consent of any Owner or any other person or persons, regardless of the interest said person may have in any Lot or in any Excluded Lot.

18. The Declarant reserves the right, at its sole option, with or without consent of any Owner or any other person or persons, regardless of the interest said persons may have in any Lot or in any Excluded Lot, to assign, in whole or part, any and/or all of the rights reserved to the Declarant and the Owners herein, including specifically but not limited to those rights described at paragraphs 3 and 14 hereof, exclusively to a design review committee of the Owners which may be formed in the future. Thereafter, the design review committee alone shall exercise the rights of the Declarant and Owner's herein reserved to the extent such rights may be assigned by the Declarant to such a design review committee.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 23rd day of May, 1985.

KAUAI INVESTMENT CORPORATION,
a Hawaii corporation

By 
Its President/Secretary

Declarant

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 23rd day of May, 1985, before me appeared GREGG SOLOMON, to me personally known, who, being by me duly sworn, did say that he is the President-Secretary of KAUAI INVESTMENT CORPORATION, a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officer acknowledged the instrument to be the free act and deed of said corporation.

Dawn M. S. Kamashiro
Notary Public, State of Hawaii.

My commission expires: 2-18-88

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 1

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the northeast corner of Lot 2, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 762.94 feet South and 11423.01 feet West, thence running by azimuths measured clockwise from True South:

1. 109°35' 240.00 feet along Lot 2, Mountain View Half Acres;
2. 199°35' 65.00 feet along Lot 52 (Roadway), Mountain View Half Acres;

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

3. 244°35' 42.43 feet;
4. 289°35' 210.00 feet along same;
5. 19°35' 95.00 feet along Lot 3, Wailua Half Acres Subdivision, Unit II, F.P. 1472, to the point of beginning and containing an area of 22,607 SQUARE FEET;

SUBJECT, HOWEVER: To Easement "E-1".



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 2

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northeast corner of this parcel of land and on the southeast corner of Lot 1, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 762.94 feet South and 11423.01 feet West, thence running by azimuths measured clockwise from True South:

1. 19°35' 105.00 feet along Lots 3 and 2, Wailua Half Acres Subdivision, Unit II, F.P. 1472;
2. 109°35' 110.02 feet along Lot 3, Mountain View Half Acres;
3. 126°59' 117.17 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

4. 187°34'43" 39.28 feet;

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

5. 178°52'43" 28.28 feet;
6. 199°35' 5.09 feet along same;
7. 289°35' 240.00 feet along Lot 1, Mountain View Half Acres, to the point of beginning and containing an area of 21,843 SQUARE FEET.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES
LOT 3

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the northeasterly corner of Lot 16D, (Ditch Right of Way), the coordinates of said point of beginning referred to Government Survey Triangulation Station "NGNOU" being 1071.66 feet South and 11532.85 feet West, thence running by azimuths measured clockwise from True South:

1. 128°45' 116.47 feet along Lot 16D, (Ditch Right of Way);
2. 199°35' 168.72 feet along Lot 4, Mountain View Half Acres;
3. 126°59' 124.79 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

4. 227°58'47" 15.26 feet;
5. 306°59' 117.17 feet along Lot 2, Mountain View Half Acres;
6. 289°35' 110.02 feet along same;
7. 19°35' 222.68 feet along Lots 2 and 1, Wailua Half Acres Subdivision, Unit II, F.P. 1472, to the point of beginning and containing an area of 24,203 SQUARE FEET.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 4

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southwest corner of this parcel of land and on the southeast corner of Lot 5, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 914.54 feet South and 11,728.62 feet West, thence running by azimuths measured clockwise from True South:

1. 190°44'57" 149.04 feet along Lot 5, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

2. 264°17'44" 34.17 feet;
3. 306°59' 124.79 feet along Lot 3, Mountain View Half Acres;
4. 19°35' 168.72 feet along same;
5. 128°45' 134.55 feet along Lot 16D (Ditch Right of Way), to the point of beginning and containing an area of 22,863 SQUARE FEET.



Cesar C. Portugal

Registered Professional Surveyor
Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 5

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the southwest corner of Lot 4, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 914.54 feet South and 11728.62 feet West, thence running by azimuths measured clockwise from True South:

1. 128°45' 296.25 feet along Lot 16D, (Ditch Right of Way);
2. 271°56'20" 232.92 feet along Lot 6, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

3. 320°04'22" 40.59 feet;
4. 10°44'57" 149.04 feet along Lot 4, Mountain View Half Acres, to the point of beginning and containing an area of 22,861 SQUARE FEET;

SUBJECT, HOWEVER: To Easement "E-2".



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 6

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northwest corner of this parcel of land and on the southwest corner of Lot 7, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 598.40 feet South and 11900.68 feet West, thence running by azimuths measured clockwise from True South:

1. 289°35' 225.19 feet along Lot 7, Mountain View Half Acres;
 Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the right having a radius of 40.00 feet, the chord azimuth and distance being:
2. 40°17'17" 28.28 feet;
 Thence along same on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:
3. 25°46'39" 46.13 feet;
4. 91°56'20" 232.92 feet along Lot 5, Mountain View Half Acres;
5. 128°45' 26.43 feet along Lot 16D, (Ditch Right of Way);
 Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the right having a radius of 30.00 feet, the chord azimuth and distance being:
6. 204°37'30" 14.64 feet;
7. 218°45' 63.12 feet along same;
 Thence along same on a curve to the left having a radius of 328.00 feet, the chord azimuth and distance being:
8. 213°20'37" 61.81 feet to the point of beginning and containing an area of 25,026 SQUARE FEET.



Cesar C. Portugal

 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 7

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southwest corner of this parcel of land and on the northwest corner of Lot 6, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 598.40 feet South and 11900.68 feet West, thence running by azimuths measured clockwise from True South:

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 328.00 feet, the chord azimuth and distance being:

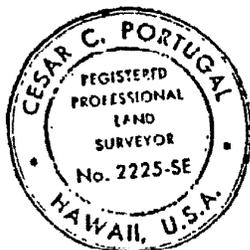
1. 201°57'51" 68.26 feet;

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

2. 242°47'14" 43.74 feet;
3. 289°35' 162.41 feet along same;

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

4. 334°35' 42.43 feet;
5. 19°35' 70.09 feet along same;
6. 109°35' 225.19 feet along Lot 6, Mountain View Half Acres, to the point of beginning and containing an area of 21,885 SQUARE FEET.



Cesar C. Portugal
Registered Professional Surveyor
Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 8

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the northeast corner of Lot 9, Mountain View Half Acres, and being along the west side of Lot 52 (Roadway), Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 518.64 feet South and 11923.35 feet West, thence running by azimuths measured clockwise from True South:

1. 123°00' . 141.13 feet along Lot 9, Mountain View Half Acres;
2. 135°58'32" 74.71 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

3. 216°16'59" 13.47 feet;

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

4. 227°17'43" 28.28 feet;
5. 248°00' 105.06 feet along same;

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

6. 293°23'52" 42.72 feet;

Thence along same on a curve to the right having a radius of 272.00 feet, the chord azimuth and distance being:

7. 358°27'46" 183.09 feet to the point of beginning and containing an area of 22,066 SQUARE FEET.



C. Portugal
Registered Professional Surveyor
Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 9

1

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the south corner of this parcel of land and on the north corner of Lot 16C (Ditch Right of Way), and being on the west side of Lot 52 (Roadway), Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 673.05 feet South and 12029.51 feet West, thence running by azimuths measured clockwise from True South:

1. 128°45' 81.84 feet along Lot 16B, (Ditch Right of Way);
2. 196°00' 169.98 feet along Lot 10, Mountain View Half Acres;
3. 135°58'32" 86.29 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

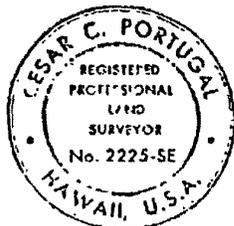
4. 236°59'16" 15.28 feet;
5. 315°58'32" 74.71 feet along Lot 8, Mountain View Half Acres;
6. 303°00' 141.13 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the right having a radius of 272.00 feet, the chord azimuth and distance being:

7. 28°26'24" 97.36 feet;
8. 38°45' 76.88 feet along Lot 52 (Roadway), Mountain View Half Acres;

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

9. 52°52'30" 14.64 feet to the point of beginning and containing an area of 22,883 SQUARE FEET.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 10

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMCO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northwest corner of this parcel of land and on the northeast corner of Lot 11, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 390.49 feet South and 12146.47 feet West, thence running by azimuths measured clockwise from True South:

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

1. 278°22'30" 40.45 feet;
2. 315°58'32" 86.29 feet along Lot 9, Mountain View Half Acres;
3. 16°00' 169.98 feet along same;
4. 128°45' 184.31 feet along Lot 16D, (Ditch Right of Way);
5. 218°00' 147.17 feet along Lot 11, Mountain View Half Acres, to the point of beginning and containing an area of 24,234 SQUARE FEET;

SUBJECT, HOWEVER: To Easement "E-3".



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 11

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the west corner of this parcel of land and on the northwest corner of Lot 10, and being along the south side of Lot 52 (Roadway), Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 390.49 feet South and 12146.47 feet West, thence running by azimuths measured clockwise from True South:

1. 38°00' 147.17 feet along Lot 10, Mountain View Half Acres;
2. 128°45' 110.07 feet along Lot 16B (Ditch Right of Way);
3. 199°35' 75.84 feet along same;
4. 109°35' 15.80 feet along same;
5. 199°35' 65.43 feet along Lot 15-B, Wailua Rise Estate Subdivision;
6. 289°35' 139.40 feet along Lot 12, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

7. 344°10' 46.36 feet to the point of beginning and containing an area of 21,863 SQUARE FEET.



Cesar C. Portugal

 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 12

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northeast corner of this parcel of land and on the northwest corner of Lot 13, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 166.33 feet South and 12147.68 feet West, thence running by azimuths measured clockwise from True South:

1. 345°49'49" 160.69 feet along Lot 13, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

2. 64°29'47" 56.48 feet;
3. 109°35' 139.40 feet along Lot 11, Mountain View Half Acres;
4. 199°35' 173.00 feet along Lot 15-B, Wailua Rise Estate Subdivision;
5. 289°35' 90.00 feet along Lot 14, Mountain View Half Acres, to the point of beginning and containing an area of 23,908 SQUARE FEET.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 13

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the east corner of this parcel of land and on the northeast corner of Lot 12, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 166.33 feet South and 12147.68 feet West, thence running by azimuths measured clockwise from True South:

1. 264°05'51" 158.18 feet along Lot 14, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 322.00 feet, the chord azimuth and distance being:

2. 345°57'11" 89.10 feet;

3. 338°00' 7.07 feet along same;

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

4. 23°00' 42.43 feet;

5. 68°00' 105.09 feet along same;

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

6. 88°42'17" 28.28 feet;

7. 165°49'49" 160.69 feet along Lot 12, Mountain View Half Acres, to the point of beginning and containing an area of 22,379 SQUARE FEET.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 14

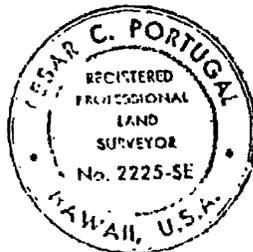
Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the south corner of this parcel of land and on the northwest corner of Lot 13, and being the northeast corner of Lot 12, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 166.33 feet South and 12147.68 feet West, thence running by azimuths measured clockwise from True South:

1. 109°35' 90.00 feet along Lot 12, Mountain View Half Acres;
2. 199°35' 120.54 feet along portions of Lot 15-B and Lot 7, Wailua Rise Estate Subdivision;
3. 289°35' 212.99 feet along Lot 15, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 322.00 feet, the chord azimuth and distance being:

4. 358°54'11" 56.09 feet;
5. 84°05'51" 158.18 feet along Lot 13, Mountain View Half Acres, to the point of beginning and containing an area of 22,635 SQUARE FEET.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE

Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 15

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northwest corner of this parcel of land and on the southwest corner of Lot 16, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 80.83 feet North and 12155.27 feet West, thence running by azimuths measured clockwise from True South:

- 1. 289°35' 201.00 feet along Lot 16, Mountain View Half Acres;
- 2. 19°35' 22.15 feet along Lot 52 (Roadway). Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 322.00 feet, the chord azimuth and distance being:

- 3. 11°44'30" 87.86 feet;
- 4. 109°35' 212.99 feet along Lot 14, Mountain View Half Acres;
- 5. 199°35' 109.19 feet along Lot 7, Wailua Rise Estate Subdivision, to the point of beginning and containing an area of 22,293 SQUARE FEET.



Cesar C. Portugal
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 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 16

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southwest corner of this parcel of land and on the northwest corner of Lot 15, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 80.83 feet North and 12155.27 feet West, thence running by azimuths measured clockwise from True South:

- 1. 199°35' 111.00 feet along Lots 7 and 8, Wailua Rise Estate Subdivision;
- 2. 289°35' 201.00 feet along Lot 17, Mountain View Half Acres;
- 3. 19°35' 111.00 feet along Lot 52 (Roadway), Mountain View Half Acres;
- 4. 109°35' 201.00 feet along Lot 15, Mountain View Half Acres, to the point of beginning and containing an area of 22,311 SQUARE FEET.



Cesar C. Portugal
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 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

18696 624

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

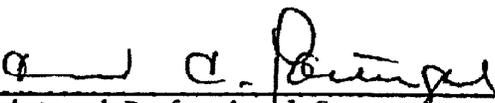
LOT 17

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northwest corner of this parcel of land and on the southwest corner of Lot 18, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 289.99 feet North and 12080.86 feet West, thence running by azimuths measured clockwise from True South:

1. 289°35' 201.00 feet along Lot 18, Mountain View Half Acres;
2. 19°35' 111.00 feet along Lot 52 (Roadway), Mountain View Half Acres;
3. 109°35' 201.00 feet along Lot 16, Mountain View Half Acres;
4. 199°35' 111.00 feet along Lot 8, Wailua Rise Estate Subdivision, to the point of beginning and containing an area of 22,311 SQUARE FEET.




Registered Professional Surveyor
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Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 19

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northwest corner of this parcel of land and on the southwest corner of Lot 20, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 499.15 feet North and 12006.45 feet West, thence running by azimuths measured clockwise from True South:

- 1. 289°35' 201.00 feet along Lot 20, Mountain View Half Acres;
- 2. 19°35' 111.00 feet along Lot 52 (Roadway), Mountain View Half Acres;
- 3. 109°35' 201.00 feet along Lot 18, Mountain View Half Acres;
- 4. 199°35' 111.00 feet along Lots 9 and 18, Wailua Rise Estate Subdivision, to the point of beginning and containing an area of 22,311 SQUARE FEET.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

18696 627

DESCRIPTION
MOUNTAIN VIEW HALF ACRES
LOT 20

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southwest corner of this parcel of land and on the northwest corner of Lot 19, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 499.15 feet North and 12006.45 feet West, thence running by azimuths measured clockwise from True South:

1. 199°35' 111.48 feet along Lots 18 and 19, Wailua Rise Estate Subdivision;
2. 289°35' 185.92 feet along Lot 21, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

3. 348°58'25" 11.94 feet;

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

4. 359°59'09" 26.63 feet;
5. 19°35' 75.92 feet along same;
6. 109°35' 201.00 feet along Lot 19, Mountain View Half Acres, to the point of beginning and containing an area of 22,207 SQUARE FEET.



Cesar C. Portugal
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Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 21

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the north corner of this parcel of land and on the east corner of Lot 20, Wailua Rise Estate Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WONOU" being 895.21 feet North and 11865.55 feet West, thence running by azimuths measured clockwise from True South:

- 1. 296°40' 107.24 feet along Reservoir Site, portion of General Lease 5-4092;
- 2. 19°35' 280.68 feet along Lot 22, Mountain View Half Acres;
- 3. 289°35' 76.58 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

- 4. 8°33'35" 15.28 feet;
- 5. 109°35' 185.92 feet along Lot 20, Mountain View Half Acres;
- 6. 199°35' 308.90 feet along Lots 19 and 20, Wailua Rise Estate Subdivision, to the point of beginning and containing an area of 33,333 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Lines.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 22

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the east corner of this parcel of land and on the north corner of Lot 23, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 798.95 feet North and 11673.88 feet West, thence running by azimuths measured clockwise from True South:

1. 19°35' 228.76 feet along Lot 23, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

2. 57°14'05" 48.87 feet;
3. 109°35' 76.58 feet along Lot 21, Mountain View Half Acres;
4. 199°35' 280.68 feet along same;
5. 296°40' 107.25 feet along the Reservoir Site, portion of General Lease 5-4092 and Lot 11-A, portion of Grant 9493 to Kenji Adachi, to the point of beginning and containing an area of 28,314 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Lines.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

D E S C R I P T I O N
MOUNTAIN VIEW HALF ACRES
LOT 23

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the north corner of this parcel of land and on the east corner of Lot 22, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 798.95 feet North and 11673.88 feet West, thence running by azimuths measured clockwise from True South:

1. 296°40' 165.11 feet along Lot 11-A, portion of Grant 9493 to Kenji Adachi;
2. 26°40' 165.99 feet along Lot 24, Mountain View Half Acres;
3. 82°13'22" 118.00 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

4. 124°53'01" 40.00 feet;
5. 199°35' 228.76 feet along Lot 22, Mountain View Half Acres, to the point of beginning and containing an area of 31,558 SQUARE FEET;

SUBJECT, HOWEVER: To Easement "D-1";

ALSO: To Flood Setback Lines.



Cesar C. Portugal

 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 24

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northeast corner of this parcel of land and on the northwest corner of Lot 27-A, Wailua Half Acres Subdivision, Unit II, F.P. 1475, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 455.30 feet North and 10989.62 feet West, thence running by azimuths measured clockwise from True South:

1. 19°35' 176.35 feet along Lot 27-A, Wailua Half Acres Subdivision, Unit II, F.P. 1475;
2. 116°40' 458.34 feet along Lots 32, 31, 30, 29 and 25, Mountain View Half Acres,;
3. 82°13'22" 138.72 feet along Lot 25, Mountain View Half Acres;
4. 109°35' 133.09 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

5. 184°53'10" 40.00 feet;
6. 262°13'22" 118.00 feet along Lot 23, Mountain View Half Acres;
7. 206°40' 165.99 feet along same;
8. 296°40' 600.60 feet along Lot 11-A, Wailua Homesteads, First Series, to the point of beginning and containing an area of 121,566 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Line.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 25

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the south corner of this parcel of land and on the northeast corner of Lot 27, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 371.74 feet North and 11541.14 feet West, thence running by azimuths measured clockwise from True South:

1. 109°35' 130.10 feet along Lot 27, Mountain View Half Acres;
2. 199°35' 40.00 feet along Lot 26, Mountain View Half Acres;
3. 109°35' 106.00 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the right having a radius of 40.00 feet, the chord azimuth and distance being:

4. 219°10'51" 26.83 feet;

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

5. 226°49'56" 16.56 feet;
6. 289°35' 133.09 feet along Lot 24, Mountain View Half Acres;
7. 262°13'22" 138.72 feet along same;
8. 296°40' 75.00 feet along same;
9. 19°35' 76.96 feet along Lot 29, Mountain View Half Acres;
10. 82°13' 125.21 feet along Lot 28, Mountain View Half Acres, to the point of beginning and containing an area of 28,400 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Line.



Cesar C. Portugal
Registered Professional Surveyor
Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES
LOT 26

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the southwest corner of Lot 27, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 257.59 feet North and 11719.84 feet West, thence running by azimuths measured clockwise from True South:

1. 109°35' 76.00 feet along Lot 52 (Roadway), Mountain View Half Acres;

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

2. 154°35' 42.43 feet;
3. 199°35' 177.44 feet along same;
4. 289°35' 106.00 feet along Lot 25, Mountain View Half Acres;
5. 19°35' 207.44 feet along same and Lot 27, Mountain View Half Acres, to the point of beginning and containing an area of 21,796 SQUARE FEET;

SUBJECT, HOWEVER: To Easement "E-4".



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 27

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southwest corner of this parcel of land and on the southeast corner of Lot 26, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 257.59 feet North and 11719.84 feet West, thence running by azimuths measured clockwise from True South:

1. 199°35' 167.44 feet along Lot 26, Mountain View Half Acres;
2. 289°35' 130.10 feet along Lot 25, Mountain View Half Acres;
3. 19°35' 167.44 feet along Lot 28, Mountain View Half Acres;
4. 109°35' 130.10 feet along Lot 52 (Roadway), Mountain View Half Acres, to the point of beginning and containing an area of 21,784 SQUARE FEET.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

18696 635

D E S C R I P T I O N

MOUNTAIN VIEW HALF ACRES

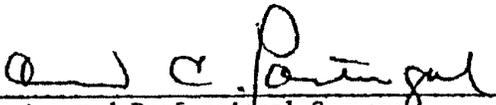
LOT 28

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northwest corner of this parcel of land and on the northeast corner of Lot 27, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 371.74 feet North and 11541.14 feet West, thence running by azimuths measured clockwise from True South:

1. 262°13' 125.21 feet along Lot 25, Mountain View Half Acres;
2. 19°35' 224.99 feet along Lot 29, Mountain View Half Acres;
3. 109°35' 111.20 feet along Lot 52 (Roadway), Mountain View Half Acres;
4. 199°35' 167.44 feet along Lot 27, Mountain View Half Acres, to the point of beginning and containing an area of 21,819 SQUARE FEET.




Registered Professional Surveyor
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Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

D E S C R I P T I O N
MOUNTAIN VIEW HALF ACRES
LOT 29

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the southwest corner of Lot 30, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 144.83 feet North and 11402.90 feet West, thence running by azimuths measured clockwise from True South:

1. 109°35' 95.10 feet along Lot 52 (Roadway), Mountain View Half Acres;
2. 199°35' 301.95 feet along Lots 28 and 25, Mountain View Half Acres;
3. 296°40' 95.83 feet along Lot 24, Mountain View Half Acres;
4. 19°35' 290.13 feet along Lot 30, Mountain View Half Acres, to the point of beginning and containing an area of 28,154 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Line.



Cesar C. Portugal

Registered Professional Surveyor
Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 30

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southwest corner of this parcel of land and on the southeast corner of Lot 29, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 144.83 feet North and 11402.90 feet West, thence running by azimuths measured clockwise from True South:

1. 199°35' 290.13 feet along Lot 29, Mountain View Half Acres;
2. 296°40' 95.83 feet along Lot 24, Mountain View Half Acres;
3. 19°35' 278.32 feet along Lot 31, Mountain View Half Acres;
4. 109°35' 95.10 feet along Lot 52 (Roadway), Mountain View Half Acres, to the point of beginning and containing an area of 27,030 SQUARE FEET:

SUBJECT, HOWEVER: To Easement "E-5";

ALSO: To Flood Setback Line.



Cesar C. Portugal
 Registered Professional Surveyor
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 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

D E S C R I P T I O N
MOUNTAIN VIEW HALF ACRES
LOT 31

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the southwest corner of Lot 32, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 81.08 feet North and 11223.70 feet West, thence running by azimuths measured clockwise from True South:

1. 109°35' 95.10 feet along Lot 52 (Roadway), Mountain View Half Acres;
2. 199°35' 278.32 feet along Lot 30, Mountain View Half Acres;
3. 296°40' 95.83 feet along Lot 24, Mountain View Half Acres;
4. 19°35' 266.50 feet along Lot 32, Mountain View Half Acres, to the point of beginning and containing an area of 25,906 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Line.



Cesar C. Portugal

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Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

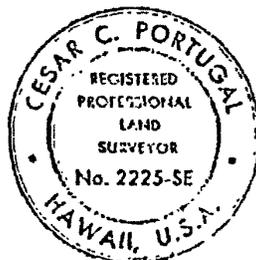
LOT 32

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southwest corner of this parcel of land and on the southeast corner of Lot 31, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 81.08 feet North and 11223.70 feet West, thence running by azimuths measured clockwise from True South:

1. 199°35' 266.50 feet along Lot 31, Mountain View Half Acres;
2. 296°40' 95.85 feet along Lot 24, Mountain View Half Acres;
3. 19°35' 254.68 feet along Lot 27-A, Wailua Half Acres Subdivision, Unit II, F.P. 1475;
4. 109°35' 95.12 feet along Lot 52 (Roadway), Mountain View Half Acres, to the point of beginning and containing an area of 24,786 SQUARE FEET;

SUBJECT, HOWEVER: To a Flood Setback Line.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES
LOT 33

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the northeast corner of Lot 48, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 180.68 feet South and 11215.87 feet West, thence running by azimuths measured clockwise from True South:

1. 109°35' 130.00 feet along Lot 48, Mountain View Half Acres;
2. 199°35' 200.00 feet along Lot 34, Mountain View Half Acres;
3. 289°35' 130.00 feet along Lot 52 (Roadway), Mountain View Half Acres;
4. 19°35' 200.00 feet along Lot 27-A, Wailua Half Acres Subdivision, Unit II, F.P. 1475, to the point of beginning and containing an area of 26,000 SQUARE FEET;

SUBJECT, HOWEVER: To Easement "D-2".



Cesar C. Portugal
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May 28, 1985
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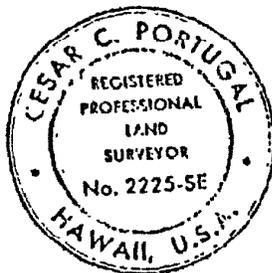
DESCRIPTION
MOUNTAIN VIEW HALF ACRES
LOT 34

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southwest corner of this parcel of land and on the southeast corner of Lot 35, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 93.5- feet South and 11460.83 feet West, thence running by azimuths measured clockwise from True South:

1. 199°35' 200.00 feet along Lot 35, Mountain View Half Acres;
2. 289°35' 130.00 feet along Lot 52 (Roadway), Mountain View Half Acres;
3. 19°35' 200.00 feet along Lot 33, Mountain View Half Acres;
4. 109°35' 103.00 feet along Lot 47, Mountain View Half Acres, to the point of beginning and containing an area of 26,000 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Line.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC

DESCRIPTION
MOUNTAIN VIEW HALF ACRES
LOT 35

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the southwest corner of Lot 34, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 93.54 feet South and 11460.83 feet West, thence running by azimuths measured clockwise from True South:

- 1. 109°35' 112.60 feet along Lot 46, Mountain View Half Acres;
- 2. 199°35' 200.00 feet along Lot 36, Mountain View Half Acres;
- 3. 289°35' 112.60 feet along Lot 52 (Roadway), Mountain View Half Acres;
- 4. 19°35' 200.00 feet along Lot 34, Mountain View Half Acres, to the point of beginning and containing an area of 22,520 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Line.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

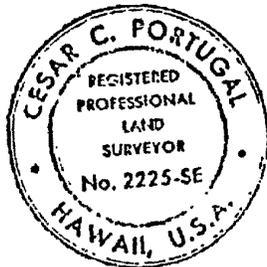
LOT 36

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northwest corner of this parcel of land and on the northeast corner of Lot 37, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 170.38 feet North and 11605.97 feet West, thence running by azimuths measured clockwise from True South:

1. 289°35' 112.60 feet along Lot 52 (Roadway), Mountain View Half Acres;
2. 19°35' 200.00 feet along Lot 35, Mountain View Half Acres;
3. 109°35' 112.60 feet along Lot 45, Mountain View Half Acres;
4. 199°35' 200.00 feet along Lots 38 and 37, Mountain View Half Acres, to the point of beginning and containing an area of 22,520 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Line.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
 MOUNTAIN VIEW HALF ACRES
 LOT 37

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northeast corner of this parcel of land and on the northwest corner of Lot 36, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 170.38 feet North and 11605.97 feet West, thence running by azimuths measured clockwise from True South:

1. 19°35' 100.00 feet along Lot 36, Mountain View Half Acres;
2. 109°35' 242.52 feet along Lot 38, Mountain View Half Acres;
3. 199°35' 70.00 feet along Lot 52 (Roadway), Mountain View Half Acres;

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

4. 244°35' 42.43 feet;
5. 289°35' 212.52 feet along same to the point of beginning and containing an area of 22,058 SQUARE FEET.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 38

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the east corner of this parcel of land and on the southeast corner of Lot 37, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 76.16 feet North and 11639.49 feet West, thence running by azimuths measured clockwise from True South:

1. 19°35' 100.00 feet along Lot 36, Mountain View Half Acres;
2. 109°35' 242.52 feet along Lot 39, Mountain View Half Acres;
3. 199°35' 100.00 feet along Lot 52 (Roadway), Mountain View Half Acres;
4. 289°35' 242.52 feet along Lot 37, Mountain View Half Acres, to the point of beginning and containing an area of 24,252 SQUARE FEET;

SUBJECT, HOWEVER: To Easement "D-3";

ALSO: To Flood Setback Line.



Cesar C. Portugal

Registered Professional Surveyor
Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

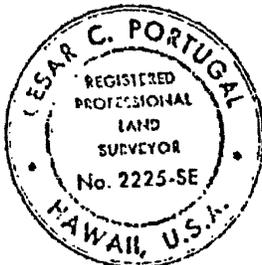
LOT 39

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the northeast corner of Lot 40, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 103.44 feet South and 11703.38 feet West, thence running by azimuths measured clockwise from True South:

1. 109°35' 242.52 feet along Lot 40, Mountain View Half Acres;
2. 199°35' 90.63 feet along Lot 52 (Roadway), Mountain View Half Acres;
3. 289°35' 242.52 feet along Lot 38, Mountain View Half Acres;
4. 19°35' 90.63 feet along Lot 45, Mountain View Half Acres, to the point of beginning and containing an area of 21,978 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Line.



Cesar C. Portugal
 Registered Professional Surveyor
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 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

D E S C R I P T I O N
MOUNTAIN VIEW HALF ACRES

LOT 40

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

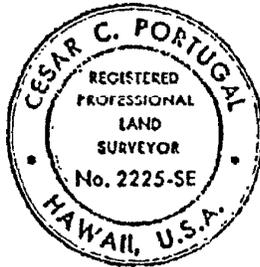
Beginning at the east corner of this parcel of land and on the southeast corner of Lot 39, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 103.44 feet South and 11703.38 feet West, thence running by azimuths measured clockwise from True South:

1. 19°35' 89.38 feet along Lot 45, Mountain View Half Acres;
2. 101°21'44" 217.30 feet along Lots 42 and 41, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the right having a radius of 278.00 feet, the chord azimuth and distance being: --

3. 186°44'41" 123.55 feet;
4. 289°35' 242.52 feet along Lot 39, Mountain View Half Acres, to the point of beginning and containing an area of 24,792 SQUARE FEET;

SUBJECT, HOWEVER: To Easement "E-6".



Cesar C. Portugal
Registered Professional Surveyor
Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 41

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northwest corner of this parcel of land and on the southwest corner of Lot 40, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 144.84 feet South and 11946.38 feet West, thence running by azimuths measured clockwise from True South:

1. 281°21'44" 190.11 feet along Lot 40, Mountain View Half Acres;
2. 19°35' 157.64 feet along Lot 42, Mountain View Half Acres;
3. 75°23'40" 66.49 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 328.00 feet, the chord azimuth and distance being:

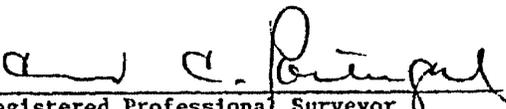
4. 160°23' 27.31 feet;
5. 158°00' 110.43 feet along same;

Thence along same on a curve to the right having a radius of 278.00 feet, the chord azimuth and distance being:

6. 165°57'11" 76.93 feet to the point of beginning and containing an area of 22,693 SQUARE FEET;

SUBJECT, HOWEVER: To Easement "E-7".




 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

D E S C R I P T I O N
MOUNTAIN VIEW HALF ACRES
LOT 42

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the westernmost corner of this parcel of land and on the southwest corner of Lot 41, Mountain View Half Acres, and being along the east side of Lot 52 (Roadway), Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 347.59 feet South and 11877.17 feet West, thence running by azimuths measured clockwise from True South:

1. 255°23'40" 66.49 feet along Lot 41, Mountain View Half Acres;
2. 199°35' 157.64 feet along same;
3. 281°21'44" 27.18 feet along Lot 40, Mountain View Half Acres;
4. 289°35' 72.93 feet along Lot 45, Mountain View Half Acres;
5. 311°48' 32.05 feet along same;
6. 19°35' 139.27 feet along Lot 44, Mountain View Half Acres;
7. 99°02' 123.18 feet along Lot 43, Mountain View Half Acres;
8. 75°23'40" 66.11 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 328.00 feet, the chord azimuth and distance being:

9. 164°05'01" 15.01 feet to the point of beginning and containing an area of 21,870 SQUARE FEET.



Cesar C. Portugal
Registered Professional Surveyor
Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 44

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southwest corner of this parcel of land and on the southeast corner of Lot 43, Mountain View Half Acres, also being on the north side of Lot 52 (Roadway), Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 511.31 feet South and 11715.60 feet West, thence running by azimuths measured clockwise from True South:

1. 199°35' 125.00 feet along Lot 43, Mountain View Half Acres;
2. 154°35' 31.96 feet along same;
3. 199°35' 139.27 feet along Lot 42, Mountain View Half Acres;
4. 311°48' 89.22 feet along Lot 45, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

5. 358°58'29" 28.41 feet;

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

6. 358°52'43" 28.28 feet;
7. 19°35' 170.09 feet along Lot 52 (Roadway), Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the right having a radius of 30.00 feet, the chord azimuth and distance being:

8. 64°35' 42.43 feet;
9. 109°35' 50.00 feet along Lot 52 (Roadway), Mountain View Half Acres, to the point of beginning and containing an area of 23,559 SQUARE FEET.



Cesar C. Portugal
Registered Professional Surveyor

Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 45

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the easternmost corner of this parcel of land and on the southwest corner of Lot 46, Mountain View Half Acres, also being the north side of Lot 52 (Roadway), Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 279.80 feet South and 11566.41 feet West, thence running by azimuths measured clockwise from True South:

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

1. 30°47'16" 15.28 feet;
2. 131°48' 121.27 feet along Lots 44 and 42, Mountain View Half Acres;
3. 109°35' 72.93 feet along Lot 42, Mountain View Half Acres;
4. 199°35' 180.01 feet along Lots 40 and 39, Mountain View Half Acres;
5. 289°35' 112.60 feet along Lot 36, Mountain View Half Acres;
6. 19°35' 180.01 feet along Lot 46, Mountain View Half Acres;
7. 311°48' 81.63 feet along same to the point of beginning and containing an area of 21,784 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Line.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

18696 652

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 46

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southwest corner of this parcel of land and on the easternmost corner of Lot 45, Mountain View Half Acres, also being on the north side of Lot 52 (Roadway), Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 279.80 feet South and 11566.41 feet West, thence running by azimuths measured clockwise from True South:

1. 131°48' 81.63 feet along Lot 45, Mountain View Half Acres;
2. 199°35' 180.01 feet along same;
3. 289°35' 112.60 feet along Lot 35, Mountain View Half Acres;
4. 19°35' 186.00 feet along Lot 47, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

5. 75°41'30" 44.61 feet to the point of beginning and containing an area of 21,912 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Line.




Registered Professional Surveyor
Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION

MOUNTAIN VIEW HALF ACRES

LOT 47

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northwest corner of this parcel of land and on the northeast corner of Lot 46, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 93.54 feet South and 11460.83 feet West, thence running by azimuths measured clockwise from True South:

- 1. 289°35' 130.00 feet along Lot 34, Mountain View Half Acres;
- 2. 19°35' 170.77 feet along Lot 48, Mountain View Half Acres;
- 3. 92°39'36" 103.37 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

- 4. 135°06'34" 34.47 feet;
- 5. 199°35' 186.00 feet along Lot 46, Mountain View Half Acres, to the point of beginning and containing an area of 24,302 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Lines.



Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES
LOT 48

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

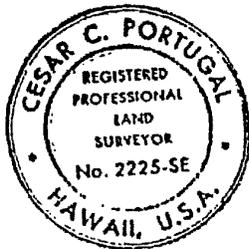
Beginning at the northeast corner of this parcel of land and on the southeast corner of Lot 33, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 180.68 feet South and 11215.87 feet West, thence running by azimuths measured clockwise from True South:

1. 19°35' 201.94 feet along Lot 27-A, Wailua Half Acres Subdivision, Unit II, F.P. 1475;
2. 109°35' 130.00 feet along Lot 49, Mountain View Half Acres,;
3. 199°35' 15.50 feet along same;
4. 92°39'36" 95.88 feet along same;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

5. 171°38'52" 15.28 feet;
6. 272°39'36" 103.37 feet along Lot 47, Mountain View Half Acres;
7. 199°35' 170.77 feet along same;
8. 289°35' 130.00 feet along Lot 38, Mountain View Half Acres, to the point of beginning and containing an area of 27,740 SQUARE FEET;

SUBJECT, HOWEVER: To Flood Setback Lines.



Cesar C. Portugal

 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
 MOUNTAIN VIEW HALF ACRES
 LOT 49

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the northeast corner of Lot 50, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 459.98 feet South and 11315.23 feet West, thence running by azimuths measured clockwise from True South:

1. 109°35' 240.00 feet along Lot 50, Mountain View Half Acres;
2. 199°35' 17.53 feet along Lot 52 (Roadway), Mountain View Half Acres;

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

3. 220°17'17" 28.28 feet;

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

4. 211°49'35" 38.99 feet;
5. 272°39'36" 95.88 feet along Lot 48, Mountain View Half Acres;
6. 19°35' 15.50 feet along same;
7. 289°35' 130.00 feet along same;
8. 19°35' 94.50 feet along Lot 27-A, Wailua Half Acres Subdivision, Unit II, F.P. 1475, to the point of beginning and containing an area of 21,840 SQUARE FEET;

SUBJECT, HOWEVER: To Easement "D-4";
 ALSO: To Easement "E-8";
 AND ALSO: To Flood Setback Line.



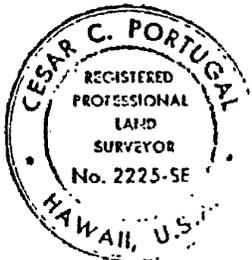
Cesar C. Portugal
 Registered Professional Surveyor
 Certificate No. 2225-SE
 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES
LOT 50

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northeast corner of this parcel of land and on the southeast corner of Lot 49, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 459.98 feet South and 11315.23 feet West, thence running by azimuths measured clockwise from True South:

1. 19°35' 91.00 feet along Lot 27-A, Wailua Half Acres Subdivision, Unit II, F.P. 1475;
2. 109°35' 240.00 feet along Lot 51, Mountain View Half Acres;
3. 199°35' 91.00 feet along Lot 52 (Roadway), Mountain View Half Acres;
4. 289°35' 240.00 feet along Lot 49, Mountain View Half Acres, to the point of beginning and containing an area of 21,840 SQUARE FEET.



Cesar C. Portugal

Registered Professional Surveyor
Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

DESCRIPTION
MOUNTAIN VIEW HALF ACRES
LOT 51

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the northwest corner of this parcel of land and on the southwest corner of Lot 50, Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 465.77 feet South and 11571.85 feet West, thence running by azimuths measured clockwise from True South:

1. 289°35' 240.00 feet along Lot 50, Mountain View Half Acres;
2. 19°35' 91.56 feet along Lot 27-A, Wailua Half Acres Subdivision, Unit II, F.P. 1475;
3. 109°35' 210.00 feet along Lot 52 (Roadway), Mountain View Half Acres;

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

4. 154°35' 42.43 feet;
5. 199°35' 61.56 feet along same to the point of beginning and containing an area of 21,780 SQUARE FEET.



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Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.

End of EXHIBIT "A"

DESCRIPTION
MOUNTAIN VIEW HALF ACRES

LOT 43

Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the southeast corner of this parcel of land and on the southwest corner of Lot 44, Mountain View Half Acres, also being on the north side of Lot 52 (Roadway), Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 511.31 feet South and 11715.60 feet West, thence running by azimuths measured clockwise from True South:

1. 109°35' 134.78 feet along Lot 52 (Roadway), Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the right having a radius of 30.00 feet, the chord azimuth and distance being:

2. 144°14'35" 34.12 feet;

Thence along same on a curve to the left having a radius of 328.00 feet, the chord azimuth and distance being:

3. 172°08'55" 77.15 feet;
4. 255°23'40" 66.11 feet along Lot 42, Mountain View Half Acres;
5. 279°02' 123.18 feet along same;
6. 334°35' 31.96 feet along Lot 44, Mountain View Half Acres;
7. 19°35' 125.00 feet along same to the point of beginning and containing an area of 23,238 SQUARE FEET.



Cesar C. Portugal
 Registered Professional Surveyor
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 Lihue, Kauai, Hawaii
 May 28, 1985
 PORTUGAL, IBARA & ASSOCIATES, INC.

FAZ

455713

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85-141202

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

Recordation requested by:

95 DEC 13 AM 8:01

After recordation, return to:

19143 136
D. F. NEWMAN, JR., REGISTRAR

CANDACE MCCASLIN
CASE, KAY & LYNCH
4334 RICE STREET #202
LIHUE HI 96766

Return by Mail () Pickup ()
00908

AMENDMENT TO DECLARATION
OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Kauai Investment Corporation, a Hawaii corporation, hereinafter referred to sometimes as the "Declarant", is or was the owner and developer of those certain lots described in that certain Declaration of Restrictive Covenants for Mountain View Half Acres Subdivision (the "Declaration"), recorded in the Bureau of Conveyances of the State of Hawaii in Liber 18696, Page 603; and

WHEREAS, the Declarant reserved the right in connection with the foregoing Declaration to amend, withdraw, repeal, or waive enforcement of restrictions therein contained with or without the consent of any owner or any other person or persons, regardless of the interest said person may have in any one or more of the lots described in the Declaration;

NOW, THEREFORE, Declarant hereby amends the foregoing Declaration of Restrictive Covenants for Mountain View Half Acres Subdivision, and declares and states that Lot 11 of the Mountain View Half Acres Subdivision was incorrectly described in the foregoing Declaration and is properly and more particularly described as set out in Exhibit "A" hereto.

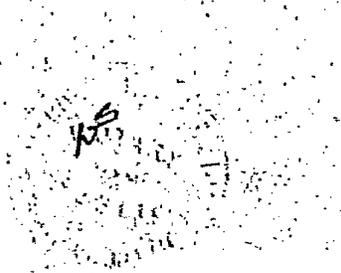
IN WITNESS WHEREOF, the Declarant has executed this instrument this 20th day of October, 1985.

KAUAI INVESTMENT CORPORATION,
a Hawaii corporation

By [Signature]
Its President
Declarant

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 30th day of October, 1985, before me appeared GREGG SOLOMON to me personally known, who, being by me duly sworn, did say that he is the President of KAUAI INVESTMENT CORPORATION, a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officer acknowledged the instrument to be the free act and deed of said corporation.



Margaret L. Fleming
Notary Public, State of Hawaii
My commission expires: 9-19-88

D E S C R I P T I O N
MOUNTAIN VIEW HALF ACRES
LOT 11

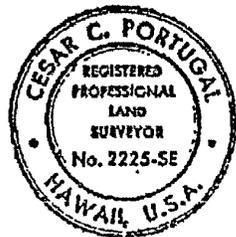
Being a portion of Grant 12107 to Itsuo Uyeda (Lot 16, Wailua Homesteads, First Series), situated on the northeasterly side of KUAMOO ROAD, Wailua, Kawaihau, (Puna), Kauai, Hawaii and more fully described as follows:

Beginning at the east corner of this parcel of land and on the northwest corner of Lot 10, and being along the south side of Lot 52 (Roadway), Mountain View Half Acres, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 390.49 feet South and 12146.47 feet West, thence running by azimuths measured clockwise from True South:

1. 38°00' 147.17 feet along Lot 10, Mountain View Half Acres;
2. 128°45' 110.07 feet along Lot 16B (Ditch Right of Way);
3. 199°35' 70.55 feet along same;
4. 131°24' 17.02 feet along same;
5. 199°35' 64.40 feet along Lot 15-B, Wailua Rise Estate Subdivision;
6. 289°35' 139.40 feet along Lot 12, Mountain View Half Acres;

Thence along Lot 52 (Roadway), Mountain View Half Acres, on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

- 7. 344°10' 46.36 feet to the point of beginning and containing an area of 21,897 SQUARE FEET.



Cesar C. Portugal
Registered Professional Surveyor
Certificate No. 2225-SE
Lihue, Kauai, Hawaii
May 28, 1985
PORTUGAL, IBARA & ASSOCIATES, INC.
REVISED: October 2, 1985
REVISED: November 22, 1985

-Exhibit A-

END OF EXHIBIT "J"

EXHIBIT K

MEMORANDUM FROM THE COUNTY OF KAUAI PLANNING DEPARTMENT

RYAN J. BAPTISTE
Mayor



DEE M. CROWELL
Planning Director

SHEILAH N. MIYAKE
Deputy Planning Director

TELEPHONE: 808.241.6677
FAX: 808.241.6699

REC'D
1-21-03

COUNTY OF KAUAI
PLANNING DEPARTMENT

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

DATE: January 10, 2003

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

FROM: *DMC* Dee M. Crowell, Planning Director *SMiyake*

SUBJECT: Certification of Inspection of Existing Buildings

PROJECT NAME: HUINA STREET CONDOMINIUM PROJECT (051)

TAX MAP KEY: (4) 4-2-14:75

COPY

The developer of the above-mentioned condominium project has requested that this office, as an agency of the County of Kauai, review the project for compliance with all ordinances, codes, rules, regulations and other requirements of the County of Kauai, (Section 514A-40 (b), (1), Hawaii Revised Statutes. Subject to the disclosures and waivers (item "5" below) specified herein, we certify the following:

1. The developer has contracted architect Ron Agor to certify that the existing buildings on the proposed project referred to as Condominium Unit A and Unit B are in compliance with all ordinances, codes, rules, regulations and other requirements in force at the time of its construction, and to that extent, and subject to the conditions of waiver herein, the Planning Department adopts that certification as it pertains to the rules and regulations administered solely by the Department.
2. There were no variances approved for the subject property.
3. The parcel does not contain any outstanding nonconforming uses or structures as a result of the adoption or amendments of any ordinances or codes and regulations.
4. There are no notices of violation of County building or zoning codes outstanding according to our records.

Senior Condominium Specialist

Page 2

January 10, 2003

5 **WAIVER**

The foregoing certification is not a warranty to any compliance with applicable County and State rules and regulations. The sole reason for the execution hereof is to comply with statutory requirements relating to the regulations of condominiums under subsection 514A-40, (b), and (1), Hawaii Revised Statutes.

If you have any questions, please contact Alvin Fukushima of my staff at 241-6697.

cc: Glen T. Hale ✓

END OF EXHIBIT K