CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer: ALBERT ZAVARRO
ISAAC ZAVARRO
Address: 14 POKO STREET
HILO, HAWAII 96720
Project Name(*): TEN PLUS
Address: KILAUEA LIGHTHOUSE ROAD
KILAUEA, HANALEI, KAUAI, HAWAII

Registration No. 4947

Effective date: January 16, 2003

Expiration date: February 16, 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: The developer may not as yet have created the condominium but has filed with the (yellow) Real Estate Commission minimal information sufficient for a Preliminary Public Report. A final Public Report will be issued by the developer when complete information is filed.

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

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

And
[ ] Supersedes all prior public reports
[ ] Must be read together with_____
[ ] This report reactivates the_____
public report(s) which expired on_____

(*) Exactly as named in the Declaration

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

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[X] Required and attached to this report 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.

[X] 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, UPON THE PROPERTY.

1. There are presently NO RESIDENTIAL STRUCTURES on Units 1, 2, 3 and 4 of the property. The only buildings on Units 1, 2, 3 and 4 are shade structures, each of which may be defined as an "apartment" under the Condominium Property Act.

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 lines on the Condominium Map merely represent the location of the limited common element assigned to each unit.

4. Facilities and improvements normally associated with County approved subdivisions, such as 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 driveways.

At present there are no water meters on or for the project. Each owner will be required to obtain their own water meter at their own expense from the Water Department of the County of Kauai. Availability of water meters may change from time to time due to increasing demands from users, contamination of well sites and similar matters. Each prospective owner should contact the Department of Water to confirm availability of water prior to purchase.

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

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EXHIBIT A: Condominium Map and Limited Common Element Locations
EXHIBIT B: Summary of Addendum to Sales Contract
EXHIBIT C: Schedule of Apartments and Common Interest
EXHIBIT D: Summary of Portions of Escrow Agreement
EXHIBIT E: Common Elements and Limited Common Elements of the Project
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EXHIBIT K: Memorandum from the County of Kauai Planning Department dtd November 18, 2002
EXHIBIT L: Notice of Dedication to Agriculture effective January 1, 2002

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:	ALBERT ZAVARRO Name* 14 POKO STREET Business Address HILO, HAWAII 96720	Phone: (808) 905-1113

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:	FOR SALE BY OWNER Name (SEE PAGE 20 AND Business Address EXHIBIT "G"	Phone:
Escrow:	SECURITY TITLE CORPORATION Name P.O. BOX 3979 Business Address HONOLULU, HAWAII 96812-3979	Phone: (808) 539-2720
General Contractor:	RANDAL K. MIYASHIRO dba KALANI CONSTRUCTION Name 5773B KAAPUNI ROAD Business Address KAPAA, HAWAII 996746	Phone: (808) 822-1424
Condominium Managing Agent:	SELF-MANAGED BY THE Name ASSOCIATION OF APARTMENT Business Address OWNERS	Phone:
Attorney for Developer	STEVEN R. LEE, ESQ. Name 4473 PAHE'E STREET, SUITE L Business Address LIHUE, HAWAII 96766	Phone: (808) 246-1101

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

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

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

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

The Declaration for this condominium is:
[ ] Proposed
[X] Recorded - Bureau of Conveyances: Document No. 2001-192076
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]:

The First Amendment to Declaration of Condominium Property Regime of Ten Plus and Condominium Map No. 3375 dated August 26, 2002, recorded as Document No. 2002-172723. Second Amendment to Declaration of Condominium Property Regime of Ten Plus dated December 4, 2002, recorded as Document No. 2002-228736.

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
[X] Recorded - Bureau of Conveyances Condo Map No. 3375
[ ] 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]:

The First Amendment to Declaration of Condominium Property Regime of Ten Plus and Condominium Map No. 3375 dated August 26, 2002, recorded as Document No. 2002-172723.

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

The Bylaws for this condominium are:
[ ] Proposed
[X] Recorded - Bureau of Conveyances: Document No. 2001-1920077
Book Page
[ ] Filed - Land Court: Document No.

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

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

The House Rules for this condominium are:

[ ] Proposed [ ] Adopted [X] Developer does not plan to adopt House Rules

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

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

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

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

2. Developer

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

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

III. THE CONDOMINIUM PROJECT

A. **Interest to be Conveyed to Buyer:**

[X] 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: LOT 6, KILAUEA GARDENS SUBDIVISION
KILAUEA, HANALEI, KAUAI, HAWAII

Tax Map Key: (TMK): (4) 5-2-4: 067

[X] Address [X] TMK is expected to change because EACH UNIT IS ENTITLED TO ITS OWN STREET ADDRESS AND TMK#.

Land Area: 10.011 [ ] square feet [X] acre(s) Zoning: AGRICULTURE

Fee Owner: ALBERT ZAVARRO
Name
14 POKO STREET
Address
HILO, HAWAII 96720

ISAAC ZAVARRO
6451 UNIVERSITY DRIVE #110
TAMARAC, FLORIDA 33321

Lessor: N/A
Name

Address

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 4 Floors Per Building 1

   [ ] Exhibit_____contains further explanations.

3. Principal Construction Material:

   [ ] Concrete [ ] Hollow Tile [ ] Wood

   [X] Other SHADE CLOTH AND METAL POSTS

4. Permitted Uses by Zoning:

	No. of Apts.		Use Permitted by Zoning	
[ ] Residential			[ ] Yes	[ ] No
[ ] Commercial			[ ] Yes	[ ] No
[ ] Mix Res/Comm			[ ] Yes	[ ] No
[ ] Hotel			[ ] Yes	[ ] No
[ ] Timeshare			[ ] Yes	[ ] No
[ ] Ohana			[ ] Yes	[ ] No
[ ] Industrial			[ ] Yes	[ ] No
[X] Agricultural	4	SHADE STRUCTURES*	[X] Yes	[ ] No
[ ] Other:			[ ] Yes	[ ] No

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

[X] Yes [ ] No

*NOTE: THE SUBJECT PROPERTY IS WITHIN THE STATE LAND USE AGRICULTURAL DISTRICT AND IS ZONED AGRICULTURAL BY THE COUNTY OF KAUAI. "FARM DWELLINGS" AND OTHER STRUCTURES APPROPRIATE TO AGRICULTURAL USAGE ARE PERMITTED, SUBJECT TO CERTAIN GUIDELINES. SEE THE DISCLOSURES ON PAGE 20 OF THIS FINAL PUBLIC REPORT AND EXHIBIT "H" ATTACHED HERETO.

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

[ ] Pets:

[ ] Number of Occupants:

[X] Other: SEE SECTION 5.3 "USE OF PROJECT"

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: Stairways: Trash Chutes:

Apt. No.	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	Identify
1	1	-0-	-0-	16	SHADE STRUCTURE
2	1	-0-	-0-	16	SHADE STRUCTURE
3	1	-0-	-0-	16	SHADE STRUCTURE
4	1	-0-	-0-	16	SHADE STRUCTURE

Total number of Apartments: 4

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

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

Boundaries of Each Apartment: Per 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 N/A elected to provide the information in a published announcement or advertisement.

7. Parking Stalls: 0*

Total Parking Stalls:

	Regular		Compact		Tandem		
	Covered	Open	Covered	Open	Covered	Open	TOTAL
Assigned (for each unit)	-0-		-0-		-0-		-0-
Guest							
Unassigned							
Extra for Purchase							
Other:							
Total Covered & Open:	-0-		-0-		-0-		-0-

*THERE IS AMPLE ROOM FOR TWO OR MORE PARKING SPACES IN EACH UNIT'S LIMITED COMMON ELEMENT

Each apartment will have the exclusive use of at least __*__ 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:

[X] 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

[X] 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):

N/A

11. Conformance to Present Zoning Code

a. [X] 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	X		
Structures	X		
Lot	X		

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:

[X] described in Exhibit C.

[ ] as follows:

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

[ ] There are no limited common elements in this project.

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

[X] described in Exhibit E.

[ ] as follows:

3. Common Interests: Each apartment will have an undivided fractional interests 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:

[X] 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 October 4, 2002 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.

[X] 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.

Type of Lien	Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance

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:**

THE SHADE STRUCTURES ON UNITS 1, 2, 3 AND 4 WERE COMPLETED IN FEBRUARY 2002.

H. **Project Phases:**

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

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

IV. CONDOMINIUM MANAGEMENT

A. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliated is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report is:

[ ] not affiliated with the Developer
[X] self-managed by the Association of Apartment Owners
[ ] the Developer or the Developer's affiliate.
[ ] Other

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

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

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

Exhibit N/A contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change). SINCE THERE ARE NO DEPRECIABLE COMMON ELEMENTS FOR THIS PROJECT, THERE IS NO EXHIBIT "H", SCHEDULE OF MAINTENANCE FEES.

C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

[X] None [ ] Electricity _____ Common Elements only _____ Common Elements & Apartments)

[ ] Gas (_____ Common Elements only _____ Common Elements & Apartments)

[ ] Water [ ] Sewer [ ] Television Cable

[ ] Other

V. MISCELLANEOUS

A. **Sales Documents Filed With the Real Estate Commission:**

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

[ ] Notice to Owner Occupants

[ ] Specimen sales Contract
Exhibit B contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated NOVEMBER 1, 2001.
Exhibit D contains a summary of the pertinent provisions of the escrow agreement.

[ ] Other

B. **Buyer's Right to Cancel Sales Contract:**

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

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

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

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

A) The developer delivers to the buyer a copy of:
   1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
   2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;

B) The buyer is given an opportunity to read the report(s); **AND**

C) One of the following has occurred:
   1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
   2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
   3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

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

A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**

B) The buyer has not waived the right to rescind.

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

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

A) Condominium Public Reports issued by the developer which have been given an effective date be the Hawaii Real Estate Commission.
B) Declaration of Condominium Property Regime, as amended.
C) Bylaws of the Association of Apartment Owners, as amended.
D) House Rules, if any.
E) Condominium Map, as amended.
F) Escrow Agreement.
G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
H) Other: Agreement of Sale and Satisfaction Warranty Deed; Special Power of Attorney and Ratification; Waiver and Release Agreement; Deed in Favor of the County of Kauai; Conveyance of Water Facility; Grant of Easement in Favor of C. Brewer & Co., Ltd.; Agreement to Incorporate Agricultural Restrictions into Instruments of Conveyance; Grant of Easement in Favor of Hawaiian Telephone Company; Right of Entry to Hawaiian Telephone Company and Citizens Utilities Company; and Waiver and Release.

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. 4947 filed with the Real Estate Commission on October 21, 2002.

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

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

C. Additional Information Not Covered Above

1. Additional Restrictions.

This is a condominium project, not a subdivision. Units purchased are not subdivided lots. To determine whether your expectations can be realized, you should carefully review the contents of this Report. You should also conduct your own investigations and ascertain the validity of information provided.

2. Farm Dwelling Requirements.

As to any undeveloped units, it is anticipated that the initial improvements on each unit will be replaced by or supplemented with a farm dwelling, unless there are any prohibitions in the Declaration. The prospective purchaser shall have the right to build such farm dwelling at purchaser's expense. The purchaser shall also, in the event of completing any construction requiring a building permit, including a farm dwelling, file an "as built" certification within thirty days of the improvements in conformance with Section 514A-12, Hawaii Revised Statutes, and record an amendment of the Declaration of Condominium Property Regime ("Declaration") and Condominium Map to describe the farm dwelling. The County of Kauai Planning Department requires, in order to process the necessary permits for the construction of a farm dwelling and the processing of a farm dwelling agreement, authorization from at least 75% of the legal and equitable ownership of the entire project, consistent with the Declaration and the Bylaws ("condominium documents"). In most cases a farm dwelling may not be constructed unless a unit owner demonstrates to the County his ability to derive income from his property, established and verified prior to any building permit approval. See Exhibit "H" for more information about farm dwelling requirements.

Except as limited specifically by the condominium documents and subdivision restrictive covenants, all uses permitted in the agricultural and open zones 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.

3. Guest House

This project is entitled to one guest house. The right to construct the guest house is reserved by the Developer, to be assigned to such unit as the Developer may determine. This right may thereafter be assigned by the holder of the right to any unit in the Project. No use of the guest house shall impair the right of any other unit owner to construct a farm dwelling, or the offending aspect(s) of the guest house shall be removed promptly. A summary of the County of Kauai Guest House Requirements is attached hereto as Exhibit "I".

4. Possible Rollback Taxes.

The property is subject to possible rollback or retroactive property taxes because the property is subject to a dedication to agriculture recorded in the Bureau of Conveyances on March 3, 2000, recorded as Document No. 2000-029188, a copy of which is attached as Exhibit "K". A rollback occurs when land dedicated to agricultural use is used for other purposes, such as housing. The rollback applies only to the part of the land where the use changes.

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.

ALBERT ZAVARRO AND ISAAC ZAVARRO
Name of Developer

By _____ 8/10/02
Duly Authorized Signatory* Date

ALBERT ZAVARRO, DEVELOPER, INDIVIDUALLY AND AS ATTORNEY IN FACT
Printed Name & Title of Person Signing Above

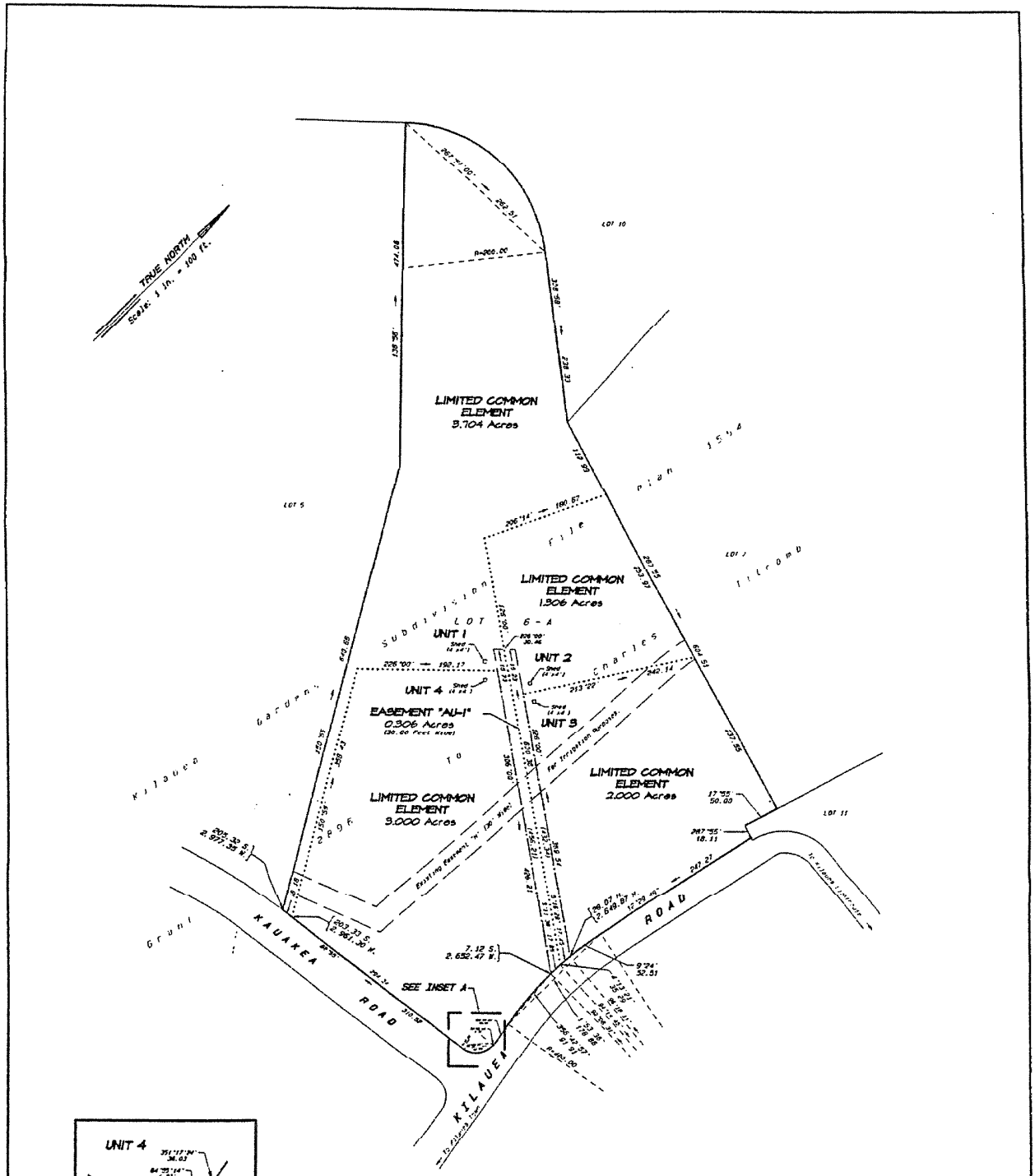
Distribution:

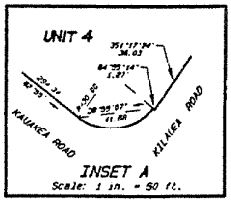
Department of Finance, COUNTY OF KAUAI

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"





NOTES:

1. This project does not involve the sale of individual subdivided lots. The dotted lines on the condominium map are for illustration purposes only. They represent either a limited common element or a common element.
2. EASEMENT "AU-1" 30 feet wide for Access and Utility Purposes.
3. Coordinates referred to Government Survey Triangulation Station "KILAUEA".

THOMAS H. OI
LICENSED PROFESSIONAL LAND SURVEYOR
No. 9033-LS
HAWAII, U.S.A.

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION

10/6/2001

LICENSED PROFESSIONAL LAND SURVEYOR
CERTIFICATE No. 9033-LS

Condominium Map
Showing
"TEN PLUS"
UNIT 1 Thru UNIT 4
Being Lot 6-A, Portion of Lot 6
Kilauea Gardens Subdivision, File Plan 1554
Portion of Grant 2896 To Charles Titcomb
AND
DESIGNATION OF EASEMENT "AU-1"
At Kilauea, Hanalei, Kaua'i, Hawaii

Owners: Issac Zavarro and Albert Zavarro

TMK: 5-2-04:67
JOB: PSM1-01-117
FB Kilauea 22

PORTUGAL SURVEYING & MAPPING INC.
1640 Leleiona St.
Lihue, Kaua'i, Hawaii

October 2, 2001
15" x 21"
Cond. File 2040678

EXHIBIT B

SUMMARY OF SALES CONTRACT

The TEN PLUS 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) 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.

(g) That a deed conveying clear title will be given at closing, subject to certain obligations.

(h) The Purchaser agrees to give future easements if reasonably required for the project.

(i) 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.

(j) The payment of commissions, if any, is set out in the contract.

(k) Time is of the essence of the obligations of Purchaser under the contract.

(l) If Purchaser has defaults, Seller may cancel the contract or bring legal action against Purchaser to force sale, or obtain money damages.

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 EXHIBIT "B"

EXHIBIT C

SCHEDULE OF APARTMENTS AND COMMON INTERESTS

Qty.	Unit No.	Area of Limited Common Element* (Acres)	No. of Br./Bath	Appx. Net Living Area (Sq. Ft.)	Appx. Other Area (Sq. Ft.)	% of Common Int.
1	1	3.704	0	0	-0-	25%
1	2	1.306	0	0	-0-	25%
1	3	2.000	0	0	-0-	20%
1	4	3.000	0	0	-0-	30%

Pursuant to Section 16-107-5, Hawaii Administrative Rules, reference is hereby made to the method by which common interest has been computed. Units 1, 2, 3 and 4 will each burden the common elements as shown above. Therefore, the assessment of undivided interest both for common expense and for voting is 25% - Unit 1; 25% - Unit 2; 25% - Unit 3 and 25% for Unit 4.

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 <u>not</u> legally subdivided lots.**

END OF EXHIBIT C

EXHIBIT "D"

SUMMARY OF PORTIONS OF ESCROW AGREEMENT

The Escrow Agreement ("Agreement") between SECURITY TITLE CORPORATION ("Escrow"), and ALBERT ZAVARRO and ISAAC ZAVARRO ("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.

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.

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.

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, sewage, irrigation and telephone; and

(c) any and all other future elements and facilities in common use or necessary to the Project.

LIMITED COMMON ELEMENTS OF THE PROJECT

Certain parts of the common elements, referred to as the "limited common elements," have been designated and set aside for the exclusive use of one or more units, and such unit(s) have appurtenant exclusive easements for the use of such limited common elements. The limited common elements set aside, reserved and deemed a limited common element appurtenant to and for the exclusive use of each respective unit is that certain land area upon and around which Units 1, 2, 3, 4 are located, shown and designated on the Condominium Map and the table below.

Unit Number	Area of Limited Common Element*
1	3.704 acres
2	1.306 acre
3	2.000 acres
4	3.000 acres

Easement AU-1 is a common easement running over portions of all units.

Easement H is a preexisting irrigation and waterline easement in favor of third parties. It runs over portions of Units 2, 3 and 4.

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

END OF EXHIBIT E

EXHIBIT "F"

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. DESIGNATION OF EASEMENT "H" (30 feet wide)

   PURPOSE: irrigation
   SHOWN: on File Plan No. 1554

3. UNRECORDED AGREEMENT

   DATED: January 3, 1935
   BY: KILAUEA SUGAR PLANTATION COMPANY and U. S. LIGHTHOUSE SERVICE
   RE: 2 inch water pipe line, as contained in DEED dated November 9, 1957, recorded in Liber 21655 at Page 31

4. AGREEMENT dated April 30, 1962, by and between KILAUEA SUGAR COMPANY, LIMITED, and the UNITED STATES OF AMERICA, acting through the Fourteenth Coast Guard District allowing the Coast Guard to maintain existing two inch water pipeline and take surplus water from the end of the eight inch water main at KILAUEA SUGAR COMPANY, LIMITED'S MILL, as contained DEED in dated November 9, 1987 recorded in Liber 21655 at Page 31

5. Unrecorded LETTER AGREEMENT dated June 18, 1971 between AMERICAN-HAWAIIANA DEVELOPMENT COMPANY, HAWAIIAN INVESTMENT CO., INC. and ADMINISTRATION, INC., doing business as "KILAUEA PLANTATIONS", a Hawaii partnership, and KILAUEA SUGAR COMPANY, LIMITED, a Hawaii corporation, relating to the granting of an easement for a disposal of storm waters to the County of Kauai, in the vicinity of Niu Stream, as contained in DEED dated November 9, 1987 recorded in Liber 21655 at Page 31.

6. Unrecorded RENTAL AGREEMENT, effective as of December 15, 1971 with G. N. WILCOX MEMORIAL HOSPITAL, as contained in DEED dated November 9, 1987, recorded in Liber 21655 at Page 31.

7. AGREEMENT TO INCORPORATE AGRICULTURAL RESTRICTIONS INTO INSTRUMENTS OF CONVEYANCE dated February 13, 1978, recorded in Liber 12852 at Page 348, by KILAUEA GARDENS INVESTMENT HUI, a registered Hawaii general partnership, and JO DEVELOPERS, INC., a Hawaii corporation, and with the COUNTY OF KAUAI PLANNING DEPARTMENT.

8. GRANT

TO:	C. BREWER & CO., LTD., a Hawaii corporation
DATED:	August 22, 1978
RECORDED:	Liber 13123 Page 211
GRANTING:	an easement over said Easement "H", besides other easements

9. RIGHT-OF-ENTRY

TO:	GTE HAWAIIAN TELEPOHE COMPANY INCORPORATED, now known as VERIZON HAWAII INC. and CITIZENS UTILITIES COMPANY
DATED:	August 26, 1980
RECORDED:	Liber 15138 Page 469
GRANTING:	a right-of-entry and temporary easement for construction and maintenance of power and communication lines

10. GRANT

TO:	CITIZENS UTILITIES COMPANY and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, now known as VERIZON HAWAII INC.
DATED:	December 7, 1981
RECORDED:	Liber 16169 Page 534
GRANTING:	a perpetual right and easement for utility purposes

11. CONVEYANCE OF WATER FACILITY dated February 10, 1982, recorded in Liber 16200 at Page 38, by MARTHA J. CUNNINGHAM (formerly known as MARTHA C. CHUN), wife of Daniel Cunningham, WINTON W. N. TONG and GLADYS S. H. TONG, husband and wife, PATRICK EDWARD CHUN, unmarried, RICHARD BERGMAN and LINDA MEILYN CHUN BERGMAN, husband and wife, LUP QUON PANG, husband of Tita Pang, TITA PANG, wife of Lup Quon Pang, BARBARA YOUNG YEE, wife of Clifford H. N. Yee, DANIEL BOW TAN LAU, husband of Evelyn Yee Quil Lau, EVELYN YEE QUIL LAU, wife of Daniel Bow Tan Lau, PATRICK KWOCK POON FONG and PEARL LAU FONG, husband and wife, LEONARD KWOCK KIN FONG and ELLEN LEE FONG, husband and wife, HIRAM LEONG FONG, JR., husband of Janet Nishino Fong, RODNEY LEONG FONG, husband of Patsy Leiko Nakano Fong, MERIE-ELLEN FONG MITCHELL, wife of William Mitchell, MARVIN-ALLAN FONG, husband of Sandra Au Fong, JEROLD Y. K. CHUN and PAULINE L. CHUN, husband and wife, JOURN TING YEE, husband of Kam Lin Yee, KAM LIN YEE, wife of Journ Ting Yee, BUZZY T. OKAZAKI, husband of May

H. Okazaki, and JO DEVELOPERS, INC., a Hawaii corporation, "Owners", to COUNTY OF KAUAI, through its Department of Water, "County", assigning all of their right, title, and interest in and to the water facilities installed along Kilauea Lighthouse Road rights of way.

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

INSTRUMENT:	DEED
DATED:	November 9, 1987
RECORDED:	Liber 21655 Page 31

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

INSTRUMENT:	AGREEMENT
DATED:	December 17, 1992
RECORDED:	Document No. 92-210574
PARTIES:	COUNTY OF KAUAI, a political subdivision of the State of Hawaii, and ISSAC ZAVARRO and ALBERT ZAVARRO

14. NOTICE OF DEDICATION

DATED:	January 28, 2000
RECORDED:	Document No. 2000-029188
RE:	dedication of the land described herein to non-speculative residential use for a period of ten (10) years, effective January 1, 2000

(See Page 20 for more information about possible rollback taxes.)

15. WAIVER AND RELEASE

DATED:	November 15, 2001
RECORDED:	Document No. 2001-189347
BY:	ALBERT ZAVARRO
WITH:	COUNTY OF KAUAI by and for the Department of Water and Board of Water Supply
RE:	water service

16. 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 "TEN PLUS" CONDOMINIUM PROJECT
DATED:	---(acknowledged October 2, 2001)
RECORDED:	Document No. 2001-192076
MAP:	3375 and any amendments thereto

Said Declaration was amended by instrument dated August 26, 2002, recorded as Document No. 2002-172723 and further amended by instrument dated December 4, 2002, recorded as Document No. 2002-228736.

17. 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:	---(acknowledged October 2, 2001)
RECORDED:	Document No. 2001-192077

18. WAIVER AND RELEASE

DATED:	December 28, 2001
RECORDED:	Document No. 2002-005556
BY:	ALBERT ZAVARRO
WITH:	BUILDING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS OF THE COUNTY OF KAUAI\
RE:	building permit

19. The property described herein is subject to possible rollback taxes. Verification should be made with the County of Kauai, Real Property Tax Office.

20. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

END EXHIBIT "F"

EXHIBIT "G"
DISCLOSURE ABSTRACT FOR
TEN PLUS

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

1. The Developers of the project ALBERT ZAVARRO and ISAAC ZAVARRO and their telephone number is (808) 961-2452. By Special Power of Attorney and Ratification dated December 13, 2001, Albert Zavarro is authorized to sign as the attorney for Isac Zavarro for the purposes of this condominium project.

2. There are no depreciable common elements for this project and therefore no schedule of maintenance fees for this project.

3. There are no warranties against defects of material and workmanship in individual apartments, common elements or exclusive use areas, and the purchaser buys his/her unit in an "as is" condition.

4. All of the apartments of the project are to be used for agricultural purposes only and permitted residential use within the agricultural zone. No unit will be used for hotel use; these are condominium units in which residential use is permitted, but hotel use is not. No commercial uses except as permitted by Kauai County ordinances are allowed.

5. There is no real estate broker for this project. Units will be sold "By Owner." If a broker is selected, Developer shall file an Escrow Agreement and a listing agreement with the Real Estate Commission along with an amended disclosure abstract to be provided to all purchasers.

6. The Developer has not 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. **There are no depreciable common elements in the Project.**

7. The escrow company to be used for the Project is Security Title Corporation, P.O. Box 3979, Honolulu, HI 96812-3979 and whose telephone number is (808) 539-2720.

Date: 8/10/02 Albert Zavarro
ALBERT ZAVARRO

RECEIPT

The undersigned has received a copy of the foregoing disclosure abstract this ___ day of _____ 200___.

Purchaser(s): _____ _____

END EXHIBIT "G"

EXHIBIT "H"

FARM DWELLING REQUIREMENTS

SPECIFIC REQUIREMENTS FOR FARM DWELLINGS ARE SET FORTH IN ARTICLE IX OF THE PROJECT DECLARATION, AS FOLLOWS:

The units of the Project shall be occupied and used only for agricultural uses and, where permitted, as private residential dwellings by the respective owners thereof, their families, domestic servants, personal guests and tenants, and for no other purposes. Residential uses currently require execution of a Farm Dwelling Agreement with the County of Kauai, as contemplated by Hawaii state law regarding use of agricultural lands for residential purposes. Hawaii law requires that the family occupying a residence on agricultural land derive income from farming activities conducted on the land. *(See application form and Farm Dwelling Agreement attached hereto.)*

Unless otherwise specifically stated to the contrary herein, each unit will be entitled to construct one farm dwelling. Where structure(s) other than a farm dwelling currently serve as apartment(s) for any unit(s) otherwise allowed to construct a farm dwelling, it is anticipated that a farm dwelling will either replace the existing improvement(s) or be added thereto. Each unit herein, whether currently possessing residential improvements or now or subsequently entitled to construct a residence, may be required to engage in agricultural activity as a condition of obtaining a building permit. The actual level of agricultural activity on the Project needed to qualify to construct farm dwellings is a matter determined by the County of Kauai. The requirements change from time to time, and each owner's actions on the units will or may have an impact on the ability of other owners to build farm dwellings. Each owner shall have the duty to engage in agricultural activities, including a requirement of after-the-fact commencement or increases in the level of actual agricultural activity on his or her unit, if such is required for other owners to obtain building permits. In that regard, each unit with a residence, or then desiring to construct a residence, shall have an equal burden of activity in proportion to the amount of land reasonably available for agricultural use on the respective units. If a unit with agricultural activity but no residence desires to build, and in so doing retires acreage from production, other units may be required to commence or increase production, cultivation or other agricultural activity so that all owners then-effected will have fair burdens. These provisions shall apply until all units with residential construction rights have constructed residences, and thereafter so long as agricultural use must be maintained as a condition of keeping residential improvements on the property. This means that failure to engage in or maintain farming activities may require the owner of a unit to remove a previously constructed dwelling from the owner's unit.

MARYANNE W. KUSAKA
MAYOR

DEE M. CROWELL
PLANNING DIRECTOR
SHEILAH N. MIYAKE
DEPUTY PLANNING DIRECTOR
TELEPHONE (808) 241-6677
FAX (808) 241-6699

PLANNING DEPARTMENT

INSTRUCTION FOR COMPLETING AG. CONDO. FARM DWELLING AGREEMENTS

PLEASE NOTE: The Planning Department must record all Farm Dwelling Agreements with the Bureau of Conveyances. Therefore, it is very important that you follow these instructions to avoid unnecessary delays.

1. Please READ the entire Agreement and these instructions carefully.

2. All information on blank lines must be typewritten.

3. All individual names in instruments presented for recordation shall be typewritten or stamped BENEATH all signatures. No discrepancy in any name shall exist between the printed name, as it appears in the BODY of the instrument and NOTARY'S certificate of acknowledgment. All signatures must be NOTARIZED.

4. Each page must be 8-1/2" x 11" in size. Make a total of three (3) sets of the Agreement.

5. If the instrument contains more than one page, it shall be stapled once in the upper left corner and shall not have a cover or backer attached.

6. The Registrar shall not record any instrument that will not reproduce legibly, under photographic or electrostatic methods.

7. EXHIBIT "A", as noted on the first page of the Agreement, shall be the legal description of the property (metes and bounds), which can be found with the deed of your property, or property description of the entire property and not the individual condominium unit. A subdivision map will NOT be acceptable. Attach one copy with each set of the Farm Dwelling Agreement.

8. EXHIBIT "B" is either the description of the condominium unit or a map identifying the condominium unit.

9. Should there be several interests (owners) to the property or a power of attorney agreement, a written statement which authorizes the applicant to process the necessary permits and to obtain a Farm Dwelling Agreement must also be signed, notarized, and attached to each agreement and be identified as EXHIBIT "C".

10. Documents must include original signatures and be single-sided sheets of written text. No paper or materials can be secured or attached to a page in any manner that may conceal any written text.

11. Recording fees for all documents recorded in the Regular System, including Uniform Commercial Code documents, will be at a flat rate of $25.00 per document. Check should be made payable to the Bureau of Conveyances.

12. Attach check to three (3) completed sets of the Farm Dwelling Agreement and return them to the Planning Department,

13. The Planning Department will obtain the signatures of the PLANNING DIRECTOR and COUNTY ATTORNEY, process your building permit, and record the Agreement with the Bureau of Conveyances.

14. After recordation by the Bureau of Conveyances, the Planning Department will send an executed copy to the mailing address provided by you on Page 1 for your files.

15. Do NOT fill in date (page 4).

Please call the Planning Department at 241-6677 should you have any questions. Mahalo.

05/21/99

MARYANNE W. KUSAKA
MAYOR

DEE M. CROWELL
PLANNING DIRECTOR
SHEILAH N. MIYAKE
DEPUTY PLANNING DIRECTOR

TELEPHONE (808) 241-6677
FAX (808) 241-6699

PLANNING DEPARTMENT

CHECKLIST FOR FARM DWELLING AGREEMENTS

The Planning Department will not execute any Farm Dwelling Agreements unless the following is verified by the applicant or applicant's authorized representative.

Please mark each item with a "Y" (yes) or "N" (no), whether the following items were verified with a deed recorded at the Bureau of Conveyances, Real Property Tax records or other source. Please indicate the source of information.

("Y"/"N")

_____ 1. Is (are) the person(s) listed on the document the owner/authorized agent of the subject property?
Source: _____

_____ 2. Is the Tax Map Key number for the parcel correct?
Source: _____

_____ 3. Is the address of the applicant correct?
Source: _____

_____ 4. Are the typed names and initials of the owners exactly the same as the signed names and initials throughout the document?

Verified by:

_____
print name

_____
signature

Date: _____

LAND COURT SYSTEM | REGULAR SYSTEM

Return by Mail (X) Pickup ( ) To:

County of Kauai
Planning Department
4444 Rice Street, Suite 473
Lihue, Kauai, Hawaii 96766

FARM DWELLING AGREEMENT

THIS AGREEMENT made and entered into by and between _____,

whose mailing address is _____

_____,

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

W I T N E S S E T H

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

WHEREAS, this document pertains only to _____ as shown in Exhibit "B" and made a part hereof; and

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

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

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

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

WHEREAS, this agreement is evidenced that _____ is entitled to one of those residence units; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

Applicant(s)

_____

Planning Director
County of Kauai
Planning Department

_____

_____

APPROVED AS TO FORM
AND LEGALITY:

_____

_____

County Attorney

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this day of _____, before me appeared _____ to me personally known, who being by me duly sworn, did say that he is _____ _____ of the PLANNING DEPARTMENT of the COUNTY OF KAUAI; and that said instrument was executed on behalf of said PLANNING DEPARTMENT; and that said _____ acknowledged that he executed the same as his free act and deed of the PLANNING DEPARTMENT of the COUNTY OF KAUAI. Said Department has no seal.

_____

_____

Notary Public, State of Hawaii

My commission expires: _____

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this day of _____, before me personally appeared _____

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

_____

_____

Notary Public, State of Hawaii

My commission expires: _____

END EXHIBIT "H"

EXHIBIT "I"

COUNTY OF KAUAI
PLANNING DEPARTMENT
GUEST HOUSE REQUIREMENTS

1. It is located on a parcel of land at least 9,000 square feet.
2. It is physically separate from the dwelling unit and observes all required setbacks.
3. It does not contain a kitchen or any room used for cooking or preparing food.
4. It is used only by guest and self and may not be rented out as a separate dwelling.
5. It contains no more than 500 square feet of gross floor area, including all living space, storage, decks and garages under a single roof structure.
6. Decks and storage areas which are not covered by a roof need not be included as part of the floor area calculations.
7. A sink compartment measuring 12" x 12" maximum.
8. No overhead cabinets.
9. Counter space not to exceed 6 linear feet.
10. No 220 voltage serving the bar area.
11. Floor height elevated no more than 4 feet off the ground.

END EXHIBIT "I"

EXHIBIT "J"

STATE OF HAWAII
BUREAU OF CONVEYANCES

LIBER 12852 PG 348

RECORDATION REQUESTED BY:

Clinton I. Shiraishi, Esq. 78- 38965

AFTER RECORDATION, RETURN TO:

SHIRAISHI & YAMADA
Attorneys at Law
A Law Corporation
P. O. Box 1246
Lihue, Hawaii 96766

RETURN BY: MAIL (X) PICKUP ( )

AGREEMENT TO INCORPORATE AGRICULTURAL RESTRICTIONS INTO INSTRUMENTS OF CONVEYANCE

THIS AGREEMENT entered into between KILAUEA GARDENS INVESTMENT HUI, a registered Hawaii general partnership, whose place of business is King and Alakea Streets, P. O. Box 3979, Honolulu, Hawaii 96813, and JO DEVELOPERS, INC., a Hawaii corporation, with place of business at Waimea, Kauai, Hawaii, and post office address at P. O. Box 366, Waimea, Hawaii 96796, hereinafter called the "SUBDIVIDERS", and the County of Kauai Planning Department, whose business address is 4280 Rice Street, Lihue, Kauai, Hawaii 96766, hereinafter called the "DEPARTMENT",

W I T N E S S E T H :

WHEREAS, SUBDIVIDERS are the owners and/or the authorized representatives thereof of that certain parcel of land situated at Kilauea, Kauai, Hawaii, containing an area of approximately 203.96 acres, and bearing Tax Map Key No. 5-2-04-0; and

WHEREAS, said property is zoned Agriculture by the County of Kauai; and

WHEREAS, said property is classified Agriculture by the State Land Use Commission; and

WHEREAS, said property is classified B41i by the Land Study Bureau's Detailed Land Classification System; and

WHEREAS, Chapter 205, Hawaii Revised Statutes, requires that before land with a State Land Use classification of Agriculture may be subdivided, said land shall be made subject to the restriction on uses as prescribed in Exhibit A, attached hereto and made a part of this Agreement by reference, and to the condition that the uses shall be primarily in pursuit of an agricultural activity; and

WHEREAS, the SUBDIVIDERS hereby acknowledge that any violation of this Agreement shall be subject to a citation and fine of not more than $5,000 pursuant to Chapter 205, Section 13, Hawaii Revised Statutes, as amended; and may result in the nullification and revocation of the subdivision approval.

NOW, THEREFORE, in consideration of the covenants and premises herein contained, the SUBDIVIDERS hereby agree to do as follows:

1. Incorporate into any deed, lease, agreement of sale, mortgage or other instrument of conveyance covering any portion or all of the subject land the condition and restriction on uses as prescribed in Exhibit A and with the added stipulation that these encumbrances shall run with the land until such time that the land is reclassified to a Land Use District other than Agricultural.

2. Submit a copy of the recorded deed to the DEPARTMENT within thirty (30) days after the date of recordation and no later than six (6) months from the date of final approval of the subdivision.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 13th day of February, 1978.

KILAUEA INVESTMENT HUI, Subdivider
By Finance Realty Company, Ltd.

By _____ VICE PRESIDENT
Its: Attorney-in-fact

JO DEVELOPERS, INC., Subdivider

By _____
Its President

APPROVED:

_____
Planning Director
County of Kauai

APPROVED AS TO FORM AND LEGALITY:

_____
2ND DEP. County Attorney
County of Kauai

STATE OF HAWAII)
: SS.
CITY AND COUNTY OF HONOLULU)

LIBER 12852 PAGE 351

On this 13th day of February, 1978, before me appeared WENDELL K. PANG, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Finance Realty Company, Ltd. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said WENDELL K. PANG acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, First Judicial Circuit, State of Hawaii.

My commission expires: 2.28.78

STATE OF HAWAII,)
: ss.
COUNTY OF KAUAI.)

On this 22nd day of February, 1978, before me appeared ICHIRO OKADA, to me personally known, who, being duly sworn, did say that he is the President of JO DEVELOPERS, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by the authority of its Board of Directors; and said ICHIRO OKADA, acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Fifth Judicial Circuit, State of Hawaii.

My commission expires: 9/21/79

END EXHIBIT "J"

EXHIBIT "K"

MARYANNE W. KUSAKA
MAYOR

DEE M. CROWELL
PLANNING DIRECTOR
SHEILAH N. MIYAKE
DEPUTY PLANNING DIRECTOR

TELEPHONE (808) 241-6677
FAX (808) 241-6699

PLANNING DEPARTMENT

DATE: November 18, 2002

COPY

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

FROM: Dee M. Crowell, Planning Director

SUBJECT: Certification of Inspection of Existing Buildings

PROJECT NAME: TEN PLUS CONDOMINIUM PROJECT (053)
TAX MAP KEY: (4) 5-2-4:067

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 existing buildings on the proposed project referred to as Ten Plus Condominium Units 1 through 4inclusive 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.

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: Steven R. Lee

END EXHIBIT "K"

EXHIBIT "L"

R-478

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

MAR 03, 2000 08:02 AM

Doc No(s) 2000-029188

/S/CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

After recordation,
Return by mail to:

County of Kauai
Real Property Assessment Division
Department of Finance
4444 Rice St., Ste-454
Lihue, HI 96766

NOTICE OF DEDICATION TO AGRICULTURE

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

Tax Map Key: (4)-5-2-004-067

Area of Parcel: 10.011 Acres

Petition Number: K-800A

Effective Date: January 1, 2000

Owner: Isaac Zavarro
Albert Zavarro

Mailing Address: 14 Poko Place
Hilo, HI 96720

Term of Dedication:

_X___ 10-year

_____ 20-year

RESTRICTIONS

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

BREACH OF DEDICATION

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

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

Land Court System: Certificates of Title Nos. Documents Nos.

Signed: Isaac Zavarro Date: 1-28-2000
Isaac Zavarro

Signed: Albert Zavarro Date: 1/19/2000
Albert Zavarro

STATE OF ~~HAWAII~~ FLORIDA)
) SS:
COUNTY OF KAUAI)

MARC D. AIKEN
My Commission # CC 815748
Expires: April 18, 2003
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

MARC D. AIKEN
My Commission # CC 815748
1-800-3-NOTARY

On this 28 day of JANUARY, ~~1999~~ 2000, before me appeared

ISAAC ZAVARRO Isaac Zavarro,

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

Print Name: MARC D. AIKEN
Notary Public, State of ~~Hawaii~~ FLORIDA

My commission expires: APRIL 18, 2003

MARC D. AIKEN
My Commission # CC 815748
Expires: April 18, 2003
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

STATE OF HAWAII)
) SS:
COUNTY OF ~~KAUAI~~ HAWAII)

On this 19TH day of JANUARY, ~~1999~~ 2000, before me appeared

Albert Zavarro,

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

Print Name: Judy A. Hatada
Notary Public, State of Hawaii

My commission expires: Aug. 9, 2002

JUDY A. HATADA NOTARY PUBLIC STATE OF HAWAII

END EXHIBIT "L"