CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer THOMAS K. BARTLETT and MARY B. BARTLETT

Address 4217 Kinau Place, Princeville, Hawaii 96722

Project Name (*): BARTLETT CONDOMINIUM

Address: Lot 20-A-1, Weliweli, Koloa, Kauai, Hawaii

Registration No. 5354

Effective date: May 17, 2004

Expiration date: June 17, 2005

Preparation of this Report:

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

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

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

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

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

Type of Report:

____ **PRELIMINARY**: **(yellow)** The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.

_X_ **FINAL**: **(white)** The developer has legally created a condominium and has filed complete information with the Commission.

[X] No prior reports have been issued.
[ ] This report supersedes all prior public reports.
[ ] This report must be read together with _____

____ **SUPPLEMENTARY**: **(pink)** This report updates information contained in the:

[ ] Preliminary Public Report dated: _____
[ ] Final Public Report dated: _____
[ ] Supplementary Public Report dated: _____

And

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

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

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

Summary of Changes from Earlier Public Reports:

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

[ ] No prior reports have been issued by the developer.

[ ] Changes made are as follows:

SPECIAL ATTENTION

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

1. There are presently two shade structures on this Project, each of which may be defined as an "apartment" under the Condominium Property Act.

2. This public report does not constitute an "approval" of the project by the Real Estate Commission, or any other governmental agency, nor does it warrant that all applicable County codes, ordinances and subdivision requirements have necessarily been complied with.

3. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and is not a legally subdivided lot. The dotted lines on the condominium map bounding the designated area in the land comprising the limited common element are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

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

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

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EXHIBIT A: Common Elements and Limited Common Elements
EXHIBIT B: Encumbrances Against Title
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EXHIBIT E: Declaration of Restrictive Covenants
EXHIBIT F: Memorandum from the County of Kauai Planning Department

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: THOMAS K. BARTLETT
MARY B. BARTLETT
Name*
4217 Kinau Place
Business Address
Princeville, Hawaii 96722
Phone: (808) 826-5503 (Business)

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*: Bob Keown Ltd., dba
MAKAI PROPERTIES
Name
P. O. Box 905
Business Address
Koloa, Hawaii 96756
Phone: (808) 742-7561 (Business)

Escrow: TITLE GUARANTY ESCROW SERVICES, INC.
Name
4414 Kukui Grove Street #104
Business Address
Lihue, Hawaii 96766
Phone: (808) 245-3381 (Business)

General Contractor*: CALLAHAN CONSTRUCTION, INC.
Name
P. O. Box 568
Business Address
Hanalei, Hawaii 96714
Phone: (808) 826-4411 (Business)

Condominium Managing Agent*: Self-managed by the Association of Apartment Owners.
Name
N/A
Business Address
N/A
Phone: N/A (Business)

Attorney for Developer: PATRICK J. CHILDS, ESQ.
Name
4365 Kukui Grove Street #104
Business Address
Lihue, Hawaii 96766
Phone: (808) 245-2863 (Business)

* 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. 2004-071017
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]:

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. 3744

[ ] Filed - Land Court Condo Map No. _____

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

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

The Bylaws for this condominium are:

[ ] Proposed

[X] Recorded - Bureau of Conveyances: Document No. 2004-071018
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 interest which must vote for or give written consent to changes:

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%*	100%
Bylaws	65%	100%
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:

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

[X] Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules: The Developer has reserved the right to amend the Declaration and Condominium Map for the purpose of adjusting the plan or description of any apartment which may be improved, enlarged or altered, upon the condition that no such amendment shall in any way alter any apartment or common interest thereof which has been conveyed by the Developer prior to the filing of such amendment at the Bureau of Conveyances, State of Hawaii.

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 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

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 20-A-1, Weliweli, Koloa, Kauai, Hawaii Tax Map Key (TMK): (4) 2-8-022-020

[X] Address [ ] TMK is expected to change because each apartment is entitled to receive a street address.

Land Area: 2.780 [ ] square feet [X] acre(s) Zoning: Agricultural

Fee Owner: THOMAS K. BARTLETT
MARY B. BARTLETT
Name
4217 Kinau Place
Address
Princeville, Hawaii 96722

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: 2 Floors Per Building: 1

[ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

[ ] Concrete [ ] Hollow Tile [ ] Wood

[X] Other shade cloth and metal posts.

4. Uses Permitted 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	2*	[X] Yes	[ ] No
[ ]	Recreational		[ ] 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 additional disclosures on Page 20 of this Final Public Report.

5. Special Use Restrictions:

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

[ ] Pets: _____

[ ] Number of Occupants: _____

[X] Other: Reference is made to Exhibit "E" of this Final Public Report.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
A&B	2	0/0	0	20	shade structure

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

Permitted Alterations to Apartments: Any alterations permitted by law.

Apartments Designated for Owner-Occupants Only:
Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has N/A elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 4

	Regular Covered	Regular Open	Compact Covered	Compact Open	Tandem Covered	Tandem Open	TOTAL
Assigned (for each unit)							0
Guest							0
Unassigned							0
Extra for Purchase							0
Other: *		2					4
Total Covered & Open:		4		0		0	4

*Each limited common element will have the capacity to park at least two (2) vehicles.

[ ] 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 lawful 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 Interest:**

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

[X] described in Exhibit A.

[ ] as follows:

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

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

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

[X] described in Exhibit A.

[ ] as follows:

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

[ ] described in Exhibit _____.

[X] as follows: There are two apartments, each of which will burden the common elements equally. Therefore, the assessment of undivided interest for both common expenses and for voting is 50% for each apartment.

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

Exhibit B describes the encumbrances against the title contained in the title report dated April 16, 2004 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 Date of Completion:**

Construction is complete. The shade structures on Apartments A and B received final building approval on September 11, 2003.

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): N/A

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 affiliate 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 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. There are no established maintenance fees at this time. Please see Page 20 of this Public Report.
Exhibit _____ contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

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

[X] Specimen Sales Contract
Exhibit C contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated January 6, 2004
Exhibit D contains a summary of the pertinent provisions of the escrow agreement.

[X] Other Specimen Condominium 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 documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
B) Declaration of Condominium Property Regime, as amended.
C) Bylaws of the Association of Apartment Owners, as amended.
D) House Rules, if any.
E) Condominium Map, as amended.
F) Escrow Agreement.
G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
H) Other Declaration of Restrictive Covenants.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov
Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs
Website to access rules: www.hawaii.gov/dcca/har

This Public Report is a part of Registration No. 5354 filed with the Real Estate Commission on April 28, 2004.

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C. Additional Information Not Covered Above.

This condominium project is situated on agriculturally zoned land and, as such, is subject to all restrictions associated therewith. This is not residentially-zoned property and the Developer does not warrant that any residence will be permitted by the County of Kauai within any specific limited common element. Agriculture properties are subject to density requirements that may change. Any such change will affect the number of allowable units that may be placed on the underlying land.

Chapter 205, Hawaii Revised Statutes, as amended, does not authorize residential dwellings as a permissible use in the State Land Use Agricultural districts, unless the dwelling is a "farm dwelling", as defined below. The relevant portions of the statute are as follows:

"§205.4.5 Permissible uses within the agricultural districts. (a) Within the agricultural district all lands with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class A or B shall be restricted to the following permitted uses:

(4) Farm dwellings, employee housing, farm buildings, or activity or uses related to farming and animal husbandry;

Farm dwelling as used in this paragraph means a single-family dwelling located on and used in connection with a farm, including clusters of single-family dwellings permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling."

Based on its zoning and land area, this project qualifies for one Farm Dwelling Unit and one guest cottage. The Comprehensive Zoning Ordinance ("CZO") of the County of Kauai currently permits an Additional Dwelling Unit ("ADU") on properties in the Agriculture District pending the satisfaction of facilities clearance requirements. The CZO does not allow the construction of a guest cottage once the ADU is approved and developed. The second residence to be constructed shall comply with requirements of the fire code then in place at the time a building permit is requested. Presently, the County of Kauai Fire Department requires the second residence to be constructed to have a fire suppression sprinkler system satisfactory to the County of Kauai Fire Department. The cost of this system shall be borne solely by the owner of the unit.

Maintenance fees for this project have not been established at this time. In the event the Developer elects to establish maintenance fees prior to entering into a binding contract for the sale of an apartment in this project, Developer shall: (1) submit to the Real Estate Commission a duly executed Disclosure Abstract identifying such maintenance fees; and (2) provide a copy of the Disclosure Abstract to the Purchaser together with a copy of this Public Report. Developer discloses that no reserve study was done in accordance with Chapter 514-A-83.6, HRS, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. Maintenance fees may include sums for the maintenance of the common element which is shared with the adjoining lot owners for access, utility and landscaping purposes. Easements "L-1", "B" and "C" traverse the common element or portions thereof.

Purchasers should be aware that there is no public sewer system available, which requires the project to comply with the requirements of Chapter 11-62, HAR, "Wastewater Systems". Purchasers of each apartment or unit would bear the cost of designing and installing the wastewater system as a part of their construction costs. The County of Kauai may allow the first apartment/unit applying for such a permit to use a cesspool; the second would require a septic system. Any prospective purchaser should verify the requirements with the County of Kauai and seek design and installation estimates prior to proceeding with the wastewater system.

This project is subject to floodway and flood fringe areas, as more particularly depicted on the Condominium Map. Certain building setback and other building restrictions apply within the floodway and flood fringe areas, and existing drainage patterns and free flow of surface waters must be maintained within the project. A Prospective purchaser should consult with the County of Kauai Department of Public Works for specific information regarding restrictions on improvements in those areas.

D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)

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

THOMAS K. BARTLETT and MARY B. BARTLETT
Printed Name of Developer

By: Thomas K. Bartlett Mary B. Bartlett 12/12/03
Duly Authorized Signatory* Date

THOMAS K. BARTLETT and MARY B. BARTLETT
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.

EXHIBIT "A"

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

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

A. All of the land, in fee simple.

B. The limited common elements hereinafter described, subject to the provisions set forth in Paragraph 6 of the Declaration of Condominium Property Regime.

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

D. The 0.324 acre Common Element shown on the Condominium Map and described in the following attachment prepared by Wayne T. Wada, Licensed Professional Land Surveyor.

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

A. That portion of the land which is designated as Limited Common Element for Apartment A, being 1.255 acres in area, is reserved for the exclusive use of Apartment A, for the support of the buildings and other improvements comprising Apartment A, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes. The Limited Common Element for Apartment A is shown on the Condominium Map and described in the following attachment prepared by Wayne T. Wada, Licensed Professional Land Surveyor.

B. That portion of the land which is designated as Limited Common Element for Apartment B, being 1.201 acres in area, is reserved for the exclusive use of Apartment B, for the support of the buildings and other improvements comprising Apartment B, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes. The Limited Common Element for Apartment B is shown on the Condominium Map and described in the following attachment prepared by Wayne T. Wada, Licensed Professional Land Surveyor.

****

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

****

BARTLETT CONDOMINIUM
COMMON ELEMENT

LAND SITUATED AT WELIWELI, KOLOA, KAUAI, HAWAII

Being Portion of Lot 20-A-1

Being also Portions of Grant 10458-B and Grant 1407 1/2 to Kenoi

Beginning at the southeast corner of this parcel of land on the west side of the Koloa-Poipu Bypass Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAA" being 1,651.58 feet South and 3,332.45 feet West, thence running by azimuths measured clockwise from true South:

1.	74° 30' 25"	316.05	feet along Lot 20-B-1;
2.	311° 14'	131.95	feet along Lot 20-B-1;
3.	347° 08'	472.64	feet along Lot 20-B-1 and remainder of Lot 20-A-1 (Limited Common Element for Unit A);
4.	77° 08'	15.05	feet along remainder of Lot 20-A-1 (Limited Common Element for Unit B);
5.	167° 08'	467.83	feet along Lot A-100-A;
6.	131° 14'	154.80	feet along Lots A-100-A, A and B;
7.	254° 30' 25"	344.53	feet along Parcel 21;
8.	347° 08'	15.00	feet along the west side of the Koloa-Poipu Bypass Road to the point of beginning and containing an area of 0.324 acre.

SUBJECT HOWEVER, to existing Easements S-18 and L-1.

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

Wayne T. Wada

Wayne T. Wada
Licensed Professional Land Surveyor
Certificate Number 4596

Lihue, Hawaii
August 2003

BARTLETT CONDOMINIUM
LIMITED COMMON ELEMENT
for UNIT A

LAND SITUATED AT WELIWELI, KOLOA, KAUAI, HAWAII

Being Portion of Lot 20-A-1

Being also Portions of Grant 10458-B and Grant 1407 1/2 to Kenoi

Beginning at the southeast corner of this parcel of land on the west side of the Koloa-Poipu Bypass Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAA" being 2,269.67 feet South and 3,191.27 feet West, thence running by azimuths measured clockwise from true South:

1.	77° 08'	198.35	feet along the remainder of Lot 20-A-1 (Limited Common Element for Unit B);
2.	122° 08'	56.57	feet along the remainder of Lot 20-A-1 (Limited Common Element for Unit B);
3.	167° 08'	192.75	feet along the remainder of Lot 20-A-1 (Common Element);
4.	257° 08'	238.35	feet along Lot 20-B-1;
5.	347° 08'	232.75	feet along the west side of the Koloa-Poipu Bypass Road to the point of beginning and containing an area of 1.255 acre.

SUBJECT HOWEVER, to existing Easement S-16 and a No Vehicular Access Permitted Restriction along the Koloa-Poipu Bypass Road Frontage.

ALSO SUBJECT HOWEVER, to Floodway and Flood Fringe lines as shown on the Condominium Map.

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

Wayne T. Wada

Wayne T. Wada
Licensed Professional Land Surveyor
Certificate Number 4596

Lihue, Hawaii
August 2003

BARTLETT CONDOMINIUM
LIMITED COMMON ELEMENT
for UNIT B

LAND SITUATED AT WELIWELI, KOLOA, KAUAI, HAWAII

Being Portion of Lot 20-A-1

Being also Portions of Grant 10458-B and Grant 1407 1/2 to Kenoi

Beginning at the northeast corner of this parcel of land on the west side of the Koloa-Poipu Bypass Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAA" being 2,269.67 feet South and 3,191.27 feet West, thence running by azimuths measured clockwise from true South:

1.	347°	08'		191.61	feet along the west side of the Koloa-Poipu Bypass Road;
2.	79°	00'	25"	207.46	feet along Parcel 19;
3.	4°	32'		154.00	feet along Parcel 19;
4.	167°	08'		381.77	feet along Lots A-51, A-52, A-53, A-54, A-55 and A-100-A;
5.	257°	08'		15.05	feet along the remainder of Lot 20-A-1 (Common Element).
6.	302°	08'		56.57	feet along the remainder of Lot 20-A-1 (Limited Common Element for Unit A).
7.	257°	08'		253.40	feet along the remainder of Lot 20-A-1 (Common Element and Limited Common Element for Unit A) to the point of beginning and containing an area of 1.201 acres.

SUBJECT HOWEVER, to existing Easements S-14, S-16 and SD-8 and a No Vehicular Access Permitted Restriction along the Koloa-Poipu Bypass Road Frontage.

ALSO SUBJECT HOWEVER, to Floodway and Flood Fringe lines as shown on the Condominium Map.

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

Wayne T. Wada

Wayne T. Wada
Licensed Professional Land Surveyor
Certificate Number 4596

Lihue, Hawaii
August 2003

END OF EXHIBIT "A"

EXHIBIT "B"

ENCUMBRANCES AGAINST TITLE

1. Any and all Real Property Taxes that may be due and owing for Tax Key No. (4) 2-8-022-020, area assessed 2.780 acres. A prospective purchaser is encouraged to contact the Director of Finance, County of Kauai, Real Property Tax Division, for the most current information regarding Real Property Taxes.

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

3. DESIGNATION OF EASEMENT "S-18"

SHOWN : on survey map of Ronald J. Wagner, Licensed Professional Land Surveyor, dated August 13, 1998, being more particularly described in QUITCLAIM DEED dated January 8, 1999, recorded as Document No. 99-009428

4. GRANT

TO : COUNTY OF KAUAI

DATED : September 25, 1995
RECORDED : Document No. 95-127407
GRANTING : an easement for the installation of a drainage structure or structures and to maintain the slope, contour and stability of the land over, across, under and along EASEMENT SD-8, containing an area of 864 square feet, more or less.

5. GRANT

TO : COUNTY OF KAUAI

DATED : September 25, 1995
RECORDED : Document No. 95-127408
GRANTING : an easement for slope, contour and stability of the land over, across, under and along EASEMENT S-14, containing an area of 803 square feet, more or less, and

EASEMENT S-16, being more particularly described therein.

6. The following matters as shown on survey map prepared by Dennis M. Esaki, Licensed Professional Land Surveyor, with Esaki Surveying & Mapping, Inc., dated February 13, 1997, to-wit:

   (A) Easement in favor of Kauai Electric Co., Ltd., now known as Citizens Utilities Company

7. GRANT

   TO : GROVE FARM COMPANY, INCORPORATED

   DATED : April 9, 1997
   RECORDED : Document No. 97-049378
   GRANTING : a perpetual easement across Easement "C" for access and utility purposes, more particularly described therein

8. GRANT

   TO : GROVE FARM COMPANY, INCORPORATED

   DATED : April 9, 1997
   RECORDED : Document No. 97-049379
   GRANTING : a perpetual easement accross Easement "B" for access and utility purposes, more particularly described therein

9. GRANT

   TO : BOARD OF WATER SUPPLY, COUNTY OF KAUAI

   DATED : July 17, 1997
   RECORDED : Document No. 97-096613
   GRANTING : Easements W-5 and W-6 for water transmission line

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

INSTRUMENT : CONVEYANCE OF WATER FACILITY, KOLOA BYPASS ROAD WATERLINE

DATED : September 17, 1998
RECORDED : Document No. 98-153069
PARTIES : GROVE FARM COMPANY, INC., a Hawaii corporation and COUNTY OF KAUAI

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

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS

DATED : November 10, 1998
RECORDED : Document No. 98-177674

12. EASEMENT L-1 (15.00 ft. wide), as shown on survey map prepared by Ronald J. Wagner, Land Surveyor with Wagner Engineering Services, Inc., dated August 13, 1998.

13. RESTRICTION OF VEHICLE ACCESS RIGHTS

SHOWN : on survey map prepared by Ronald J. Wagner, Land Surveyor with Wagner Engineering Services, Inc., dated August 13, 1998.

14. GRANT

TO : KAUAI ISLAND UTILITY COOPERATIVE and VERIZON HAWAII, INC

DATED : January 13, 2003
RECORDED : Document No. 2003-190115
GRANTING : a perpetual right and easement across Easement E-1, for utility purposes

15. 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 "BARTLETT CONDOMINIUM" CONDOMINIUM PROJECT

DATED : December 12, 2003
RECORDED : Document No. 2004-071017
MAP : 3744 and any amendments thereto

16. 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 : December 12, 2003
RECORDED : Document No. 2004-071018

17. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land described in Schedule C herein.

END OF EXHIBIT "B"

EXHIBIT "C"

SUMMARY OF SALES CONTRACT

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

Among other things, the DROA:

1. Provides a section for financing to be completed and agreed to by the parties which will set forth how the Buyer will pay the purchase price.

2. Identifies the escrow agent and states that Buyer's deposit will be held in escrow until the sale is closed or cancelled.

3. Requires that Buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

4. Provides the following remedies in the event of default under the DROA:

By Buyer:

A. Seller may bring an action against Buyer for breach of contract;

B. Seller may retain Buyer's deposit(s) as liquidated damages;

C. Buyer shall be responsible for all expenses incurred.

By Seller:

A. Buyer may bring an action against Seller for breach of contract;

B. Buyer may bring an action compelling Seller for perform under contract;

C. Seller shall be responsible for all expenses incurred.

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

5. Allocation of payment of closing costs.

6. Provides that the property is sold "as is".

END OF EXHIBIT "C"

EXHIBIT "D"

SUMMARY OF ESCROW AGREEMENT

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

1. That Title Guaranty Escrow Services, Inc., is the Escrow Agent.

2. That, upon execution of a sales contract, the Developer shall deliver all money received to the Escrow Agent.

3. That no money will be released by the Escrow Agent until the Real Estate Commission has issued an effective date for a Final Public Report.

4. That Buyer shall receive all public documents relating to the Project.

5. That a Buyer's money shall be returned to him if he exercises certain rights he may have to cancel his sales contract as provided by law, if that is his wish, or if the Seller is unable to provide title to the apartment.

6. That, upon the Seller providing good title to the apartment, the Buyer's money shall be turned over to the Seller.

7. That the Escrow Agent will record with the State of Hawaii all documents requiring such.

8. That, if the Buyer is unable to perform and has money on deposit with Escrow Agent, these monies will be turned over to the Seller.

END OF EXHIBIT "D"

EXHIBIT "E"

R-688

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

NOV 27, 1998 08:02 AM

Doc No(s) 98-177674

/s/CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

LAND COURT SYSTEM REGULAR SYSTEM

After Recordation, Return by: Mail (X) Pickup ( )
BELLES GRAHAM PROUDFOOT & WILSON
4334 Rice Street, Suite 202
Lihue, Kauai, Hawaii 96766
Telephone No. 245-4705

This Document Contains 21 Pages

TYPE OF DOCUMENT:

DECLARATION OF RESTRICTIVE COVENANTS

PARTIES TO DOCUMENT:

DECLARANT: THOMAS K. BARTLETT and MARY B. BARTLETT, husband and wife
2659 Puuholo Road
Koloa, Kauai, Hawaii 96756
MICHELE ANN DILLBERG, as Trustee of the Faith Family Trust under unrecorded Trust Agreement dated June 21, 1997
P. O. Box 220
Koloa, Kauai, Hawaii 96756

TAX MAP KEY FOR PROPERTY:

(4) 2-8-22-20

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL PEOPLE BY THESE PRESENTS THAT:

WHEREAS, THOMAS K. BARTLETT and MARY B. BARTLETT, husband and wife, whose mailing address is 2659 Puuholo Road, Koloa, Kauai, Hawaii 96756, and MICHELE ANN DILLBERG, as Trustee of the Faith Family Trust under unrecorded Trust Agreement dated June 21, 1997, whose mailing address is P. O. Box 220, Koloa, Kauai, Hawaii 96756 (hereinafter collectively referred to as the "Declarant"), are the owners of those certain parcels of real property described as follows:

(a) Lot 20-A-1, Weliweli, Koloa, Kauai, Hawaii, being all of the land described in Exhibit "A" attached hereto and incorporated herein by reference; and

(b) Lot 20-B-1, Weliweli, Koloa, Kauai, Hawaii, being all of the land described in Exhibit "B" attached hereto and incorporated herein be reference;

and

WHEREAS, the purpose of this Declaration of Restrictive Covenants is to satisfy certain conditions established by the Planning Department of the County of Kauai, as said conditions are dated in its Tentative Approval of Declarant's Application for "Consolidation of Parcels 20-A and 20-B and Resubdivision of Same into Lots 20-A-1 and 20-B-1 at Weliweli, Koloa, Kona, Kauai, Hawaii," Subdivision Application No. S-98-3, said Consolidation and Resubdivision being more particularly shown on the map attached hereto as Exhibit "C" and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that the lots herein 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, 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 habitability, value, and use of the land. These limitations, restrictions, covenants, and conditions shall run with the land and shall be binding upon all persons, firms, or corporations 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, each Owner, and the residents on said land.

1. This Declaration and the restrictive covenants herein contained shall apply to Lots 20-A-1 and 20-B-1 of the aforesaid Consolidation and Resubdivision located in Weliweli, Koloa, Kauai, Hawaii (hereinafter these lots are collectively referred to as the "Lots") which Lots

are more particularly described in Exhibits "A" and "B" hereto, and which Lots are comprised of the aforesaid Lots 20-A and 20-B.

2. Lots 20-A-1 and 20-B-1 shall both be subject to a restriction against direct access to the Koloa-Poipu By-Pass Road, as shown on the map attached hereto as Exhibit "C."

3. Lot 20-A-1 shall be subject to a perpetual and non-exclusive Easement "L-1" in favor of Lot 20-B-1 for access, utility, and landscaping purposes, which Easement "L-1" is described in Exhibits "A" and "B" attached hereto.

4. Lot 20-B-1 shall be subject to a perpetual and non-exclusive easement in favor of Lot 20-A-1 for utility and waterline purposes, the location of which easement shall be more specifically defined at such time as the waterline and/or utility improvements are constructed, and the location of which shall be subject to the mutual and reasonable agreement of the owners of Lots 20-A-1 and 20-B-1. The owners of Lots 20-A-1 and 20-B-1 shall enter into a written easement agreement concerning said easement at such time as the easement location has finally been determined, and such written easement agreement shall be recorded with the Bureau of Conveyances of the State of Hawaii immediately after execution.

5. As stated on the map attached hereto as Exhibit "C," domestic water service will not be available to Lots 20-A-1 or 20-B-1 until the required construction improvements for this subdivision are completed and accepted by the Department of Water, County of Kauai.

6. Uses on Lots 20-A-1 and 20-B-1 shall be limited to those listed as permissible uses within the "A" Agricultural District in the State Land Use Commission Rules and Regulations from time to time, as long as the Property remains in the State Agricultural District. On the date of execution of this Declaration said uses are the following:

(1) Cultivation of crops, including but not limited to flowers, vegetables, foliage, fruits, forage and timber;

(2) Game and fish propagation;

(3) Raising of livestock, including but not limited to poultry, bees, fish, or other animal or aquatic life that are propagated for economic or personal use;

(4) Farm dwellings, employee housing, farm buildings, or activity or uses related to farming and animal husbandry; Farm dwelling as used in this paragraph means a single-family dwelling located on and used in connection with a farm, including clusters of single-family farm dwellings permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling;

(5) Public institutions and buildings which are necessary for agricultural practices;

(6) Public and private open area types of recreational uses including day camps, picnic grounds, parks, and riding stables, but not including dragstrips, airports, drive-in theaters, golf courses, golf driving ranges, country clubs, and overnight camps;

(7) Public, private and quasi-public utility lines and roadways, transformer stations, communications equipment buildings, solid waste transfer stations, major water storage tanks, and appurtenant small buildings such as booster pumping stations, but not including offices or yards for equipment, material, vehicle storage, repair or maintenance, or treatment plants, or corporation yards, or other like structures;

(8) Retention, restoration, rehabilitation, or improvement of buildings or sites of historic or scenic interest;

(9) Roadside stands for the sale of agricultural products grown on the premises;

(10) Buildings and uses, including but not limited to mills, storage, and processing facilities, maintenance facilities, and vehicle and equipment storage areas that are normally considered directly accessory to the above-mentioned uses and are permitted under section 205-2(d);

(11) Agricultural parks; or

(12) Wind energy facilities, including the appurtenances associated with the production and transmission of wind generated energy; provided that such facilities and appurtenances are compatible with agriculture uses and cause minimal adverse impact on agricultural land.

Uses not expressly permitted above shall be prohibited, except the uses permitted as provided in Hawaii Revised Statutes § 205-6 and § 205-8, and construction of single-family dwellings on lots existing before June 4, 1976.

7. The type of wastewater systems permitted within Lots 20-A-1 and 20-B-1, for residences constructed after Final Consolidation and Resubdivision approval is granted to Declarant, shall meet the minimum applicable requirements of Chapter 62, Wastewater Systems, Title 11, Administrative Rules, State of Hawaii.

8. The covenants, conditions, easements, restrictions and obligations conferred or imposed pursuant to Paragraphs 1 through 7 above shall inure to the benefit of, and/or be binding upon, the owners of Lots 20-A-1 and 20-B-1, as the case may be, and the Declarant,

together with their respective estates, heirs, personal representatives, successors, assigns, successors in interest, or any person or entity claiming through them.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed this 10th day of November, 1998.

DECLARANT:

Thomas K. Bartlett
THOMAS K. BARTLETT

Mary B. Bartlett
MARY B. BARTLETT

Michele A. Dillberg (+)
MICHELE ANN DILLBERG, as Trustee of the Faith Family Trust under unrecorded Trust Agreement dated June 21, 1997

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 10th day of November, 1998, before me personally appeared THOMAS K. BARTLETT, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Shari E. Ogata
Name of Notary: Shari E. Ogata
Notary Public, State of Hawaii

L.S.

My commission expires: 10/05/2000

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 10th day of November, 1998, before me personally appeared MARY B. BARTLETT, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

L.S.

Name of Notary: Shan E. Ogata
Notary Public, State of Hawaii

My commission expires: 10/05/2000

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 9th day of November, 1998, before me personally appeared MICHELE ANN DILLBERG, as Trustee of the Faith Family Trust under unrecorded Trust Agreement dated June 21, 1997, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed as said Trustee.

L.S.

Name of Notary: D. Maile S. Taniguchi
Notary Public, State of Hawaii

My commission expires: 02/18/2000

END OF EXHIBIT "E"

EXHIBIT "F"

BRYAN J. BAPTISTE
MAYOR

GARY K. HEU
ADMINISTRATIVE ASSISTANT

IAN K. COSTA
DIRECTOR OF PLANNING

GARY L. HENNIGH
DEPUTY DIRECTOR OF PLANNING

COUNTY OF KAUA'I
PLANNING DEPARTMENT
Kapule Building
4444 Rice Street, Suite A473
Līhu'e, Hawai'i, 96766-1326

TELEPHONE: 808.241.6677
FAX: 808.241.6699

DATE: May 4, 2004

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

FROM: Ian K. Costa, Director of Planning

SUBJECT: **Certification of Inspection of Existing Buildings**

Project Name: **BARTLETT Condominium Project (154)**
Tax Map Key: (4) 2-8-022: 020

The attorney for 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 514 A-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 engineer Wayne Wada to certify that the buildings on the proposed project referred to as Bartlett 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 are 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 514 A-40, (b), and (1), Hawaii Revised Statutes.

If you have any questions, please contact Sheilah Miyake at 241-6677.

cc: Thomas Bartlett, Project Developer
Patrick Childs, Attorney at Law

END OF EXHIBIT "F"