CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Diane L. Treskon
Address 4480 Ahukini Road, Lihue, Hawaii 96766

Project Name (*): HUINA MEADOWS
Address: Being Lot 4, Mountain View Half Acres, Wailua, Kawaihau, Kauai, Hawaii 96746

Registration No. 5435

Effective date: August 24, 2004
Expiration date: September 24, 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 [X] 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 ATTENTION

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

1. There are presently TWO AGRICULTURAL SHEDS ON THIS PROPERTY, each of which may be defined as an "apartment", under the condominium property act.

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

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

SPECIAL ATTENTION (CONCLUDED):

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

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

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EXHIBIT A: ESTIMATE OF INITIAL MAINTENANCE FEES AND DISBURSEMENTS
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EXHIBIT G: RESTRICTIVE COVENANTS AND CONDITIONS FOR MOUNTAIN VIEWS HALF ACRES SUBDIVISION
EXHIBIT H: PLANNING DEPARTMENT LETTER DATED JULY 28, 2004.

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: Diane L. Treskon — Phone: (808) 245-8831 (Business)
Name*
4480 Ahukini Road
Business Address
Lihue, Hawaii 96766

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*: Sleeping Giant Realty, Inc. — Phone: (808) 245-8831 (Business)
Name
4480 Ahukini Road
Business Address
Lihue, Hawaii 96766

Escrow: Title Guaranty Escrow Services, Inc. — Phone: (808) 245-3381 (Business)
Name
235 Queen Street
Business Address
Honolulu, Hawaii 96813

General Contractor*: KCS, Inc.
Thomas McInerney — Phone: (808) 828-1846 (Business)
Name
P.O. Box 734
Business Address
Kilauea, Hawaii 96754

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

Attorney for Developer: None. This report prepared by the — Phone: (808) 482-1101 (Business)
Name developer, pro se
Business Address

* 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. 2004-141487
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. 3799
[ ] 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. 2004-141488
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%*	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:

[ ] 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 may amend the Declaration (and, when applicable, any exhibits to the Declaration and the Condominium Map) (a) as may be provided in the Declaration and (b) to file the "as built" statement required by Section 514A-12 of the Act (1) so long as such verified statement is a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment, fully and accurately depict the layout, location, apartment numbers and the dimensions of the apartments as built, or (ii) so long as the plans filed therewith involve only minor changes to the layout, location or dimensions on the apartments, as built, or any change in any apartment number.

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: Being Lot 4, Mountain View Half Acres, Wailua, Kawaihau, Kauai, Hawaii Tax Map Key (TMK): (4) 4-2-14:31

[ ] Address [X] TMK is expected to change because separate TMK numbers may be assigned to each unit.

Land Area: 22,863 [X] square feet [ ] acre(s) Zoning: R-2

Fee Owner: Diane L. Treskon | Ryan J. Wilmot | Edward A. Renaltner

Name

4480 Ahukini Road | 6665 Puupilo Place | 5275 Ihilani Place

Address

Lihue, Hawaii 96766 | Kapaa, Hi 96746 | Kapaa, Hi. 96746

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 Metal fence posts with shade cloth

4. Uses Permitted by Zoning:

		No. of Apts.	Use Permitted By Zoning	
[X]	Residential		[X] Yes	[ ] No
[ ]	Commercial		[ ] Yes	[ ] No
[ ]	Mix Res/Comm		[ ] Yes	[ ] No
[ ]	Hotel		[ ] Yes	[ ] No
[ ]	Timeshare		[ ] Yes	[ ] No
[ ]	Ohana		[ ] Yes	[ ] No
[ ]	Industrial		[ ] Yes	[ ] No
[ ]	Agricultural		[ ] Yes	[ ] No
[ ]	Recreational		[ ] Yes	[ ] No
[X]	Other Shed	2	[X] Yes	[ ] No

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

5. Special Use Restrictions:

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

[X] Pets: See Exhibit "G", paragraph II.

[ ] *Number of Occupants:* _____

[X] Other: Types and numbers of animals limited by Bylaws: Article V, Section 3

[ ] 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)
Apartment 1	1	---	----	20	Shed
Apartment 2	1	---	----	20	Shed

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:

Alterations are subject to the provisions contained in Paragraph 10 of the Declaration and in the Declaration of Restrictive Covenants attached hereto as Exhibit "G". All alterations are subject to applicable Building Codes and Zoning Ordinances.

Apartments Designated for Owner-Occupants Only:

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

7. Parking Stalls:

Total Parking Stalls: 4*

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

* Stalls not yet created nor designated but Each apartment will have the exclusive use of at least 2 parking stall(s). eventually. Buyers are encouraged to find out which stall(s) will be available for their use.

[ ] Commercial parking garage permitted in condominium project.

[ ] Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

[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 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 C *.

[ ] as follows:

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

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:

Unit 1: 50% appurtenant common interest

Unit 2: 50% appurtenant common interest

E. **Encumbrances Against Title:** An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property 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 July 20, 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:**

Units 1 & 2 sheds were completed in June 2004.

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 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.

Exhibit A* *contains a schedule of estimated initial maintenance* fees and maintenance fee disbursements (subject to change).

*Note: 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.

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 _____

Water meters are already installed. Purchaser will have to install their own septic system.

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 D contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated June 21, 2004
Exhibit E contains a summary of the pertinent provisions of the escrow agreement.

[ ] Other _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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. 5435 filed with the Real Estate Commission on August 3, 2004.

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. This project is subject to the terms and conditions of the Declaration of Restrictive Covenants for Mountain View Half Acres Subdivision recorded as Liber 18696 Page 603, a copy of which is attached hereto as Exhibit "G". Purchasers are encouraged to review the restrictions contained in the Declaration as it affects the improvements to a unit.

2. Maintenance fees. All costs of every kind pertaining to each apartment and its respective limited common element, including but not limited to, cost of landscaping, maintenance, repair, replacement and improvement shall be borne entirely by the respective owners. Section 514A-86, Hawaii Revised Statutes, requires the Association of Apartment Owners purchase fire insurance to cover the improvements of the Project, and that premiums be common expenses. Developer anticipates that the Association will elect to permit individual apartment owners to obtain and maintain separate policies of fire insurance and name the Association as an additional insured. In such case, fire insurance premiums will be the responsibility of individual apartment owners and not common expenses. Developer estimates such annual premium expense to be about $600.00 per year for Unit 1 and $600.00 per year for Unit 2. This estimate was prepared in accordance with generally accepted accounting principles.

3. Pursuant to sections 16-99-11(d), Hawaii Administration Rules ("HAR"), prospective purchasers are hereby advised that one of the owners Diane Treskon, RB-15498, is a current and active Hawaii real estate broker and is associated with Sleeping Giant Realty, Inc. Pursuant to section 16-99-11C, HAR, "no licensee shall be allowed to advertise "For Sale by Owner", "For Rent by Owner", "For Lease by Owner", "For Exchange by Owner".

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.

Diane L. Treskon
Printed Name of Developer

By: _____ 7/29/04
Duly Authorized Signatory* Date

Diane L. Treskon, Developer
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

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

EXHIBIT A

ESTIMATE OF INITIAL MAINTENANCE FEES AND ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment	Monthly Fee x 12 months = Yearly Total
Unit 1	$50.00 x 12 = $600.00
Unit 2	$50.00 x 12 = $600.00

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

Estimate of Maintenance Fee Disbursements:

	Monthly Fee x 12 months = Yearly Total
Utilities and Services	
Air Conditioning	
Electricity	
[ ] common elements only	
[ ] common elements and apartments	
Elevator	
Gas	
[ ] common elements only	
[ ] common elements and apartments	
Refuse Collection	
Telephone	
Water and Sewer	
Maintenance, Repairs and Supplies	
Building	
Grounds	
Management	
Management Fee	
Payroll and Payroll Taxes	
Office Expenses	
Insurance	$100.00 x 12 = $1200.00
Reserves(*)	
Taxes and Government Assessments	
Audit Fees	
Other	
TOTAL	$1200.00

I, Diane L. Treskon, as agent for/and/or employed by _____, the condominium managing agent/developer for the Huina Meadows condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

D L. T
Signature

7/29/04
Date

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

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

EXHIBIT 'B'

Encumbrances Against Title

1. For real property taxes that may be due and owing, reference is made to the County of Kauai Department of Finance for more information.

2. RIGHT-OF-ENTRY

TO	:	CITIZENS UTILITIES COMPANY and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, now known as VERIZON HAWAII, INC.
DATED	:	November 25, 1981
RECORDED	:	Liber 16128, Page 143
GRANTING	:	a right-of-entry and easement for the purpose of building, constructing, repairing, maintaining and operating pole and wire lines, etc., for the transmission and distribution of electricity, etc.

The interest of CITIZENS UTILITIES COMPANY, a Delaware corporation, has been assigned to KAUAI ISLAND UTILITY CO-OP, a Hawaii cooperative association, by instrument dated November 1, 2002, as recorded as Document No. 2002-194848.

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

INSTRUMENT	:	DECLARATION OF RESTRICTIVE COVENANTS FOR MOUNTAIN VIEW HALF ACRES SUBDIVISION
DATED	:	May 23, 1985
RECORDED	:	Liber 18696 Page 603

Said Declaration was amended by instrument dated October 30, 1985, recorded in Liber 19143 at Page 136.

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

INSTRUMENT	:	WARRANTY DEED
DATED	:	December 16, 1985
RECORDED	:	Liber 19210 Page 202

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

INSTRUMENT	:	DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR HUINA MEADOWS CONDOMINIUM PROJECT
DATED	:	June 21, 2004
RECORDED	:	Document No. 2004-141487
MAP	:	3799 and any amendments thereto

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

INSTRUMENT	:	BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS
DATED	:	June 21, 2004
RECORDED	:	Document No. 2004-141488

Exhibit 'C'

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

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

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

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

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

(iv) That portion of the Land, which is designated as Common Element Roadway, being 954 square feet in area, on the Condominium Map, is reserved for the common use of Apartment 1 and Apartment 2 for access and egress purposes. Both units agree to share in the cost of installing and maintaining a concrete or asphalt driveway in this common element. No owner shall park on the common element or otherwise impede traffic thereon.

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

(i) That portion of the Land which is designated as Limited Common Element 1, being 10,940 square feet in area, on the Condominium Map, is reserved for the exclusive use of Apartment 1 for the support of the building and other improvements comprising Apartment 1, or attendant thereto, and for parking, yard, driveway, and residential purposes.

(ii) That portion of the Land which is designated as Limited Common Element 2, being 10,969 square feet in area, on the Condominium Map, is reserved for the exclusive use of Apartment 2 for the support of the building

and other improvements comprising Apartment 2, or attendant thereto, and for parking, yard, driveway and residential purposes.

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

****

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

****

EXHIBIT 'D'

SUMMARY OF SALES CONTRACT:

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

Among other things, the sale contract and addendum:

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

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

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

4. Provides the following remedies, in the event of default under the sale contract:

By Buyer:

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

By Seller:

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

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

5. Allocation of payment of closing costs.

EXHIBIT "E"

SUMMARY OF ESCROW AGREEMENT:

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

1. That TITLE GUARANTY ESCROW SERVICES, INC. is the Escrow Agent.

2. That, upon execution of a Sales Contract, the Developer shall deliver all money received over to the Escrow Agent.

3. That there shall be no disbursement of the purchaser's deposit until: [a] Escrow receives a copy of "Receipt for Public Report(s) and Notice of Right to Cancel", in the form specified by Section 514A-62 of the Condominium Act for the Final and any Supplementary Public Reports, executed by the purchaser; [b] Escrow has received a certification that the requirements of Section 514A-39 and 514A-63 have been met and [c] until the purchaser's apartment deed is filed in the Bureau of Conveyances of the State of Hawaii.

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

5. That a Buyer's money shall be returned to him under the following conditions: [a] Escrow receives a written request from the Developer and purchaser for the return of purchaser's funds or [b] Developer and purchaser notify Escrow of a rescission or [c] Developer and purchaser notify Escrow that the conditions for a refund under Sections 514A-62 and 514A-63 of the Condominium Act have been met.

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

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

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

9. That, if the Buyer is unable to perform in any matter and the Seller terminates the sales contract in accordance with the terms thereof, escrow shall treat all funds as funds of the Seller. Escrow shall thereupon be released from any further duties or liability with respect to such funds and such Buyer.

EXHIBIT "F"

HUINA MEADOWS CONDOMINIUM
LIMITED COMMON ELEMENT FOR UNIT 1

LAND SITUATED AT WAILUA, KAWAIHAU, KAUAI, HAWAII

Being a Portion of Lot 4, Mountain View Half Acres

Beginning at the northwest corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 770.43 feet South and 11,687.00 feet West, thence running by azimuths measured clockwise from true South:

					thence, along the south side of Huina Street, on a curve to the left with a radius of 40 feet, the chord azimuth and distance being:
1.	254°	12'	52"	20.98	feet;
2.	306°	59'		124.79	feet along Lot 3, Mountain View Half Acres;
3.	19°	35'		84.36	feet along Lot 3, Mountain View Half Acres;
4.	126°	59'		126.79	feet along the remainder of Lot 4, Mountain View Half Acres (Limited Common Element for Unit 2);
5.	166°	55'		9.95	feet along the remainder of Lot 4, Mountain View Half Acres (Common Element Roadway);

6.	190°	44'	57"	64.00	feet along the remainder of Lot 4, Mountain View Half Acres (Common Element Roadway) to the point of beginning and containing an area of 10,940 square feet.

DESCRIPTION PREPARED BY:
ESAKI SURVEYING AND MAPPING, INC.

Wayne T. Wada

Wayne T. Wada
Licensed Professional Land Surveyor
Certificate Number 4596

Lihue, Hawaii
June 2004

HUINA MEADOWS CONDOMINIUM
LIMITED COMMON ELEMENT FOR UNIT 2

LAND SITUATED AT WAILUA, KAWAIHAU, KAUAI, HAWAII

Being a Portion of Lot 4, Mountain View Half Acres

Beginning at the north corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 830.91 feet South and 11,712.74 feet West, thence running by azimuths measured clockwise from true South:

1.	306°	59'		148.89	feet along the remainder of Lot 4, Mountain View Half Acres (Common Element Roadway and Limited Common Element for Unit 1);
2.	19°	35'		84.36	feet along Lot 3, Mountain View Half Acres;
3.	128°	45'		134.55	feet along Lot 16-D;
4.	190°	44'	57"	85.13	feet along Lot 5, Mountain View Half Acres to the point of beginning and containing an area of 10,969 square feet.

DESCRIPTION PREPARED BY:
ESAKI SURVEYING AND MAPPING, INC.

Wayne T. Wada

Wayne T. Wada
Licensed Professional Land Surveyor
Certificate Number 4596

Lihue, Hawaii
June 2004

HUINA MEADOWS CONDOMINIUM
COMMON ELEMENT ROADWAY

LAND SITUATED AT WAILUA, KAWAIHAU, KAUAI, HAWAII

Being a Portion of Lot 4, Mountain View Half Acres

Beginning at the northeast corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 770.43 feet South and 11,687.00 feet West, thence running by azimuths measured clockwise from true South:

1.	10°	44'	57"	64.00	feet along the remainder of Lot 4, Mountain View Half Acres (Limited Common Element for Unit 1);
2.	346°	55'		9.95	feet along the remainder of Lot 4, Mountain View Half Acres (Limited Common Element for Unit 1);
3.	126°	59'		20.10	feet along the remainder of Lot 4, Mountain View Half Acres (Limited Common Element for Unit 2);
4.	190°	44'	57"	63.91	feet along Lot 5, Mountain View Half Acres;
					thence along the south side of Huina Street, on a curve to the left with a radius of 40 feet, the chord azimuth and distance being:
5.	279°	29'	59"	14.00	feet to the point of the beginning and containing an area of 954 square feet.

DESCRIPTION PREPARED BY:
ESAKI SURVEYING AND MAPPING, INC.

Wayne T. Wada

Wayne T. Wada
Licensed Professional Land Surveyor
Certificate Number 4596

Lihue, Hawaii
June 2004

A-173A

EXHIBIT "G"

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

85- 61067

85 OCT 10 A8 01

18696 603

DECLARATION OF RESTRICTIVE COVENANTS FOR
MOUNTAIN VIEW HALF ACRES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or other Owners. No animals, livestock, or poultry of any kind (including specifically, chickens, pigs, and bees) shall be raised, bred, or kept on a Lot, except that a reasonable number of dogs, cats, or other common household pets, not exceeding two (2) of each, may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purpose.

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

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

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

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

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

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

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

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

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

KAUAI INVESTMENT CORPORATION,
a Hawaii corporation

By _____
Its President/Secretary

Declarant

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

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

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

My commission expires: 2-18-88

EXHIBIT "H"

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: July 28, 2004

TO: Senior Condominium Specialist
Real Estate Commission
P & VLD/DCCA
335 Merchant Street, Room 333
Honolulu, Hawaii 96813

FROM: Ian K. Costa, Director of Planning

SUBJECT: Certification of Inspection of Existing Buildings

Project Name: HUINA MEADOWS
Condominium Project (172)
Tax Map Key: (4) 4-2-014: 031

The developer 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 Huina Meadows Condominium Unit 1 and Unit 2 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.

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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 (808) 241-6677.

cc: Edward Renaltner, Project Developer
Diane Treskon, Project Developer
Ryan Wilmot, Project Developer