

CONDOMINIUM PUBLIC REPORT

Prepared & Issued By:

Developer Glenn O. Hay, Jr. and Carol Ann Hay, husband and wife
Address 45 Kai Ala Drive, #280, Lahaina, Hawaii 96761

Project Name (\*): H&H Condominium
Address: 125 Kumu Niu Place, Lahaina, Hawaii 96761

Registration No. 5455

Effective Date: March 15, 2005
Expiration Date: October 22, 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.
FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
[X] SUPPLEMENTARY: (pink) This report updates information contained in the:
[X] Final Public Report dated: September 22, 2004

(\* ) 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.

**Disclosure Abstract:** Separate Disclosure Abstract on this condominium project:

- Required and attached to this report       Not Required – disclosures covered in this report, and in Final Public Report.

**Summary of Changes from Earlier Public Report:**

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:

Pages 1, 2, 2-A, 6, 14, 19, and 21 and Exhibits A and B of the Final Public Report are changed by this Supplementary Public Report. The Buyer should read this report together with the Final Public Report, with these enclosed pages.

The Declaration of Condominium Property Regime, Condominium Map and Final Public Report have been amended as follows:

1. A 0.094 acre area has been set aside at the end of Kumu Niu Place by both apartments for ingress and egress and utility services. This area is a Common Element. It contains no improvements or paving, but each apartment shall have the right (but not the obligation) to place and maintain pavement across this area provided that the use of an ingress over said area by the other apartment shall not be impaired or restricted. The areas of Limited Common Elements A and B have been reduced proportionately.
2. Also, the lettering of the apartments and limited common elements have been reversed so that henceforth Apartment A and Limited Common Element A will be northernmost and Apartment B and Limited Common Element B shall be southernmost. Existing Easements W-5D and D-38 now encumber Limited Common Element A instead of Limited Common Element B, as before.
3. Apartment A, in its new relocation, retains its status as the apartment in the condominium to which the 1,000 square foot "ohana" limitation under the Maui County agricultural zoning ordinance is allocated.
4. The foregoing changes are reflected on Exhibit "A (Revised)" to the Final Public Report which is attached hereto and made a part hereof and which is substituted for the original Exhibit "A" attached to the report.
5. Also, the first amendment to the Declaration is reflected on "Exhibit "B (Revised)" to the final Public Report which is attached hereto and made a part hereof and which is substituted for the original Exhibit "B" attached to the report.

**SPECIAL ATTENTION**

This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and does not represent a legally subdivided lot. The lines on the Condominium Map dividing the land into limited common element land areas are for illustration purposes only and should not be construed to be formal subdivision lines.

This Public Report does not constitute an approval of the Project by the Real Estate Commission or any other government agency, nor does it ensure that all County codes, ordinances and subdivision have necessarily been complied with.

1. 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. Apartment A is an existing agricultural storage building, and Apartment B is an existing agricultural storage building.

2. Facilities and improvements normally 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.
3. In a condominium, all of the land included in the condominium remains a single, unsubdivided parcel of land for purposes of zoning and land use regulation. If one unit owner violates a regulation, the violation is attributable to both that owner and the innocent owner of each other unit. For example, if one owner builds or adds to a structure in a manner which violates height limits, size limit, setbacks, building permit requirements, or flood zone rules, or uses the unit for an unauthorized additional dwelling or short term rental, the violation applies to the entire condominium and the innocent unit owner may be subject to fines or may be denied a building permit as long as the violation remains uncured. **BUYER SHOULD CONSULT WITH AN ATTORNEY CONCERNING THESE IMPORTANT RISKS.**
4. The condominium is served by a private water company, operating under permits issued by the State of Hawaii, Public Utilities Commission. Currently there is only one water meter to the Property, serving Apartment B exclusively. Apartment A will be responsible for obtaining, installing, maintaining and replacing any water service to its apartment and appurtenant Limited Common Element A. Declarant makes no warranties or representations as to the quality or quantity of water service or as to the adequacy of fire protection. Also, irrigation water is available from a separate private water company.

There may be restrictions placed on the amount of water available to the condominium, as stated in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Mahanalua Nui Subdivision at Launiupoko, dated July 19, 1999, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 99-114891, as amended. In the event a limit was enforced, the current minimum limit for this condominium is 2500 gallons per day or 75,000 gallons per month. **BUYER SHOULD CONSULT WITH HIS OR HER LEGAL COUNSEL, AN ENGINEER AND BUYER'S INSURANCE CARRIER IN ORDER TO EVALUATE THE RISKS AFFECTING THE PROPERTY.**

5. County sewer service is not available. Each apartment is responsible for constructing and maintaining its own on-site disposal system within its limited common element. Prospective purchasers are urged to consult with an engineer concerning the requirements of said systems and the suitability of the site.
6. The County of Maui Planning Department has recently adopted a strict enforcement policy requiring agriculture-zoned land to be used for only those agricultural uses permitted by HRS Section 205-4.5 and Maui County Code, Chapter 19.30A. Also, farm plans may be required. Dwellings may only be constructed and used as "farm dwellings". **BUYER SHOULD CONSULT WITH AN ATTORNEY OR THE MAUI COUNTY PLANNING DEPARTMENT FOR ADDITIONAL INFORMATION.**
7. Recently enacted State law prohibits all restrictions on agricultural uses and activities on agricultural zoned land. Any such restrictions are invalid if created after July, 2003. **BUYER UNDERSTANDS THAT ACTIVITIES SUCH AS RAISING ANIMALS OR IRRIGATION AND FERTILIZATION OVERSPRAY ON NEARBY PROPERTIES MAY CAUSE NUISANCES AND INCONVENIENCES TO BUYER.**
8. Under the current zoning ordinance, only one full size farm dwelling and one farm dwelling with a living area of 1000 square feet or less are permitted. Apartment A was designated as the apartment which is subject to the 1000 square feet limitation. **THE PROSPECTIVE PURCHASER IS CAUTIONED TO CONSULT WITH HIS OR HER LEGAL COUNSEL CONCERNING THE REQUIREMENTS OF A FARM DWELLING AND THE PERMITTED USES OF THE LAND AND DWELLING IN THE AGRICULTURAL ZONE.**

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

**II. CREATION OF THE CONDOMINIUM:  
CONDOMINIUM DOCUMENTS**

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

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

The Declaration for this condominium is:

Proposed  
 Recorded - Bureau of Conveyances: Document No. 2004-134416  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

The Declaration referred to above has been amended by the following instrument [state name of document, date and recording/filing information]: First Amendment of Declaration of Condominium Property Regime of H&H Condominium, dated January 4, 2005, recorded as Document No. 2005-014471.

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

The Condominium Map for this condominium project is:

Proposed  
 Recorded - Bureau of Conveyances Condo Map No. 3794  
 Filed - Land Court: Condo Map No. \_\_\_\_\_

The Condominium Map has been amended by the following instrument [state name of document, date and recording/filing information]: First Amendment of Declaration of Condominium Property Regime of H&H Condominium, dated January 4, 2005, recorded as Document No. 2005-014471.

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

The Bylaws for this condominium are:

Proposed  
 Recorded - Bureau of Conveyances: Document No. 2004-134417  
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]:

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

There are no limited common elements in this project.

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

described in Exhibit A\*.

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 \_\_\_\_\_.

as follows: Apartment A shall have a 50% undivided interest and Apartment B shall have a 50% undivided interest (referred to as the "common interests") in all common elements of the Project and a said same respective share in all common profits and common expenses of the Project and for all other purposes, including voting.

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 January 26, 2005 and issued by Commonwealth Land Title Insurance Company

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 (i) Lease of Right of Way in favor of Maui Electric Company, Ltd. and GTE Hawaiian Telephone Company Incorporated, now Verizon, dated October 13, 1967, recorded in the Bureau of Conveyances of the State of Hawaii, in Liber 5893 on Page 226; (ii) Grant of a perpetual right and easement for utility purposes to Maui Electric Company, Limited, dated November 18, 1974, recorded in said Bureau in Liber 10268 on Page 94; (iii) Subdivision agreement between Pioneer Mill Company, Limited and the County of Maui, dated June 18, 1992 and recorded in said Bureau as Document No. 92-103494; (iv) Private water system agreement by and between Pioneer Mill Company and the County of Maui, Department of Water Supply, dated September 29, 1992, recorded in said Bureau as Document No. 92-164418; (v) Declaration of Covenants, Reservations and Restrictions dated November 28, 1997, recorded in said Bureau as Document No. 97-166433; (vi) Covenants, conditions and restrictions as contained in Deed and Reservation of Rights dated November 28, 1997, recorded in said Bureau as Doc. No. 97-166434; (vii) Declaration of Restrictive Covenants, dated November 25, 1998, recorded in said Bureau as Document No. 98-186637; (viii) Subdivision Agreement (Agricultural Use) by and between Launiupoko Associates, LLC and County of Maui, dated April 8, 1999, recorded in said Bureau as Document No. 99-071687; (ix) Declaration of Covenants, Conditions and Restrictions for the Mahanalua Nui Subdivision at Launiupoko, dated June 1, 1999, recorded in said Bureau as Document No. 99-102455, said Declaration amended by Document No. 99-114891, dated July 13, 1999; (x) Items and/or easements, as shown on survey map prepared by Erik B. Kaneshiro, Licensed Professional Land Surveyor, Certificate No. 9826, dated December 27, 2002, including: (a) Easement "D-38" for drainage purposes, in favor of Launiupoko Homeowners Association, (b) Easement "W-5D" for water purposes in favor of Launiupoko Associates, LLC, and (c) Easement "P-19" for park and trailways purposes in favor of Mahanalua Nui Homeowners Association; (xi) Agreement for Allocation of Future Subdivision Potential, dated October 23, 2002, recorded in said Bureau as Document No. 2002-200711; (xii) Covenants, Conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in Warranty Deed dated February 26, 2003, recorded in said Bureau as Document No. 2003-039847.

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](http://www.capitol.hawaii.gov)  
Website to access unofficial copy of laws: [www.hawaii.gov/dcca/hrs](http://www.hawaii.gov/dcca/hrs)  
Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

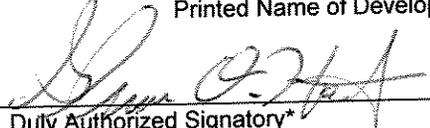
This Public Report is a part of Registration No. 5455 filed with the Real Estate Commission on August 24, 2004.

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

YELLOW paper stock       WHITE paper stock       PINK paper stock

- 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.

Glenn O. Hay, Jr. and Carol Ann Hay  
 \_\_\_\_\_  
 Printed Name of Developer

By:  \_\_\_\_\_ Date 3/10/05  
 Duly Authorized Signatory\* \_\_\_\_\_ Date

By:  \_\_\_\_\_ Date 3/10/05  
 Duly Authorized Signatory\* \_\_\_\_\_ Date

Glenn O. Hay, Jr. and Carol Ann Hay / Developer  
 \_\_\_\_\_  
 Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, \_\_\_\_\_ County of Maui \_\_\_\_\_  
 Planning Department, \_\_\_\_\_ County of Maui \_\_\_\_\_

***\*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 (Revised)"**

**H&H CONDOMINIUM**

**DESCRIPTION OF BUILDINGS:**

The condominium consists of two separate apartments, each of which is an agricultural storage shed. Each apartment is located on that portion of the land defined on the Condominium File Plan as a limited common element appurtenant to and for the exclusive use of said apartment. Each building is constructed primarily of wood and related materials. Upon expansion, relocation, construction or reconstruction of any apartment by any owner(s) thereof as provided in the Declaration, the modified or new building containing any apartment may be constructed of any other building material meeting applicable building codes, including but not limited to concrete, masonry, plaster, wood, glass or related materials.

**DESCRIPTION OF APARTMENTS:**

The condominium shall consist of two (2) apartments designated Apartment "A" and Apartment "B", with Apartment "A" the northern most and Apartment "B" the southern most. Each apartment is shown on the Condominium File Plan.

Apartment "A" is a one-story agricultural storage building, containing a total floor area of 80 square feet.

Apartment "B" is a one-story agricultural storage building, containing a total floor area of 80 square feet.

Apartment A has direct access to its appurtenant limited common element on which the apartment is located, which in turn provides access to the common element entrance area and then a private roadway (Kumu Niu Place), which in turn provides access to a private roadway (Kai Hele Ku Street), which provides access to a public road (Honoapiilani Highway).

Apartment B has direct access to its appurtenant limited common element on which the apartment is located, which in turn provides access to the common element entrance area and then a private roadway (Kumu Niu Place), which in turn provides access to a private roadway (Kai Hele Ku Street), which provides access to a public road (Honoapiilani Highway).

The boundaries of each apartment shall consist of the exterior finished surface of all exterior walls, roofs, doors, windows, and also include all foundations and underpinnings, and other appurtenant structures and facilities within said boundaries. The responsibility for maintenance, repair, replacement and reconstruction and insurance of each apartment is delegated to the owner(s) of said apartment, and all of the cost thereof shall be borne by the owner(s) of said apartment, at no cost to the owner(s) of any other apartment or the association.

LOCATION, RELOCATION, AND NUMBERING OF APARTMENTS:

Each apartment is located as shown on the condominium file plan. The apartments are lettered "A" and "B" consecutively from north to south. As provided in Section K.2. of the Declaration, at the option of the owner(s) of each apartment, said apartment may be relocated to any other location within the limited common element appurtenant to said apartment, and the boundaries of said apartment may be changed, by amendment to the Declaration as provided in Section K.2. of the Declaration; provided however, that (a) all construction in connection therewith shall comply with all applicable zoning and building codes; and (b) no portion of the structure comprising an apartment or other structure shall be constructed outside of the boundaries of the area designated for said unit as its limited common element as shown on the Condominium File Plan, or within any required setbacks.

APPROXIMATE FLOOR AREA OF APARTMENTS:

<u>Apartment</u>	<u>Floor Area</u>
A	80 total square feet
B	80 total square feet

NOTE: THE FLOOR AREAS ARE APPROXIMATE ONLY. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE FLOOR AREA OF ANY PARTICULAR APARTMENT.

COMMON ELEMENTS:

The Common Elements include (a) the land described in Exhibit "A" in fee simple; (b) a common entry area for shared access, shown on the Condominium Map as "Common Element (0.094 acres)"; (c) non-exclusive, perpetual easements for roadway purposes over Kumu Niu Place and Kai Hele Ku Street of the Mahanalua Nui subdivision; (d) non-exclusive perpetual easements for roadway purposes (roads within the Mahanalua Nui Subdivision Phases I, II, III and IV); (e) any other easements and rights appurtenant to the Property; (f) and the limited Common Elements described below. The Common Elements shall also include any other utility installations serving more than one apartment. The common entry area described in (b) above contains no improvements, and shall be used by both apartments as an area of common use for ingress and egress, and utility services. The Owners of each apartment shall have the right but not the obligation, to place and maintain pavement, utilities, and landscaping within and across this area, provided that the use of, and the ingress and egress over, said area by the Owners and occupants of the other apartment shall not be impaired or restricted.

LIMITED COMMON ELEMENTS:

Each apartment has appurtenant to it and for its exclusive use the land described in the condominium file plan as appurtenant thereto. The file plan describes these areas as "Limited Common Element A" appurtenant to Apartment A and "Limited Common Element B" appurtenant to Apartment B. Each area is appurtenant to and for the exclusive use of its apartment and which is physically located on said limited common element as shown on the condominium file plan. Each limited common element includes the land located underneath the apartment located thereon.

EXHIBIT "B (Revised)"  
**Encumbrances against Title**

1. Real Property Taxes which may be due and owing. Reference is made to the Tax Assessor's Office, County of Maui.

2. Title to all mineral and metallic mines reserved to the State of Hawaii.

3. Lease in favor of Maui Electric Company, Limited and Hawaiian Telephone Company, dated October 13, 1967, recorded in Liber 5893 on Page 226; leasing and demising rights-of-way, each twenty-five (25) feet in width, over, across and under all lands owned and held by Pioneer Mill Company, Limited, situate in the District of Lahaina on the Island of Maui in the State of Hawaii, for a term of 35 years from the date thereof, and thereafter from year to year until terminated.

4. Grant of a perpetual right and easement for utility purposes in favor of Maui Electric Company, Limited, dated November 18, 1974, recorded in Liber 10268 on Page 94.

This grants a perpetual right and easement to build, construct, rebuild, reconstruct, maintain, operate and repair pole and wire lines and to use such poles, wires, guys, anchors and other appliances and equipment as may be necessary for the transmission and distribution of electricity.

5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Subdivision Agreement (Agricultural Use), dated June 18, 1992, recorded as Document No. 92-103494, by and between Pioneer Mill Company, Limited and the County of Maui.

This requires all uses of the property to comply with state and county land use laws limiting the use of the property to specified agricultural uses.

6. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Private Water System Agreement, dated September 29, 1992, recorded as Document No. 92-164418, by and between Pioneer Mill Company, Limited and the Department Of Water Supply of the County of Maui.

This releases the County of Maui from any obligation to provide water services or fire protection.

7. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Declaration of Covenants, Reservations and Restrictions, dated November 28, 1997, recorded as Document No. 97-166433. The foregoing includes, but is not limited to, matters relating to reservations in favor of Pioneer Mill Company, Limited, a Hawaii corporation, said reservations being more particularly described therein.

This affects the Mahanalua Nui subdivision as a whole and does not impact the individual lots.

8. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Deed and Reservation of Rights, dated November 28, 1997, recorded as Document No. 97-166434.

This affects the Mahanalua Nui subdivision as a whole and does not impact the individual lots.

9. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Declaration of Restrictive Covenants, dated November 25, 1998, recorded as Document No. 98-186637.

This affects the Mahanalua Nui subdivision as a whole and does not impact the individual lots.

10. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Subdivision Agreement (Agricultural Use), dated April 8, 1999, recorded as Document No. 99-071687, by an between Launiupoko Associates, LLC, a Hawaii limited liability company, and the County of Maui.

This requires all uses of the property to comply with state and county land use laws limiting the use of the property to specified agricultural uses.

11. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Declaration of Covenants, Conditions and Restrictions for the Mahanalua Nui Subdivision at Launiupoko dated June 1, 1999, recorded as Document No. 99-102455, and any amendments thereto.

12. Designation of Easement "D-38", shown on survey map prepared by Erik Kaneshiro.

Said Easement is for drainage purposes in favor of Launiupoko Homeowners Association, as shown on the Condominium Map, and has restrictions as to uses in the Easement area.

13. Designation of Easement "W-5D", shown on survey map prepared by Erik Kaneshiro.

Said Easement is for water purposes in favor of Launiupoko Associates, LLC, as shown on the Condominium Map, and has restrictions as to uses in the Easement area.

14. Designation of Easement "P-19", shown on survey map prepared by Erik Kaneshiro.

Said Easement is for park and trailways purposes in favor of Mahanalua Nui Homeowners Association, as shown on the Condominium Map, and has restrictions as to uses in the Easement area.

15. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Agreement for Allocation of Future Subdivision Potential, dated October 23, 2002, recorded as Document No. 2002-200711, by and between Launiupoko Associates, LLC, a Hawaii limited liability company, and the County of Maui through its Department of Public Works and Waste Management.

This requires the determination of the maximum number of future lots that may be created from each new lot created by the subject Subdivision, based on the sliding scale rule applicable to land zoned agriculture.

16. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Warranty Deed, dated February 26, 2003, and recorded as Document No. 2003-039847.

This is the deed by the developer of the subdivision and establishes certain rights in the developer with respect to defining the rights and obligations under the easements designated on the plan and establishes the lot owner's obligations under the Declaration referred to in item 12 above.

17. Mortgage in favor of American Savings Bank, F.S.B., a federal savings bank, dated January 6, 2004, filed/recorded January 13, 2004 as Document No. 2004-006319.

18. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Declaration of Condominium Property Regime for "H&H Condominium" Condominium Project, dated June 23, 2004, recorded as Document No. 2004-134416, covered by Map 3794, and any amendments thereto. Said Declaration and Condominium Map were amended by instrument, dated January 4, 2005, recorded as Document No. 2005-014471.

19. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in By-Laws of the Association of Apartment Owners, dated June 23, 2004, recorded as Document No. 2004-134417.