

CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by:

Developer: Wendy Oates Devore

Address: 4170 Kalani Place
Princeville, Kauai, Hawaii 96722

Project Name(*): SUMMER BREAK

Address: 4901 Hanalei Plantation Road
Princeville, Kauai, Hawaii 96722

Registration No. 5525

Effective date: April 4, 2005

Expiration date: May 4, 2006

Preparation of this Report:

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

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

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

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

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

Type of Report:

- PRELIMINARY: The developer may not as yet have created the condominium but has filed with the (yellow) Real Estate Commission minimal information sufficient for a Preliminary Public Report. A final Public Report will be issued by the developer when complete information is filed.
- FINAL: The developer has legally created a condominium and has filed complete information (white) with the Commission.
[X] No prior reports have been issued.
[] This report supersedes all prior public reports.
[] This report must be read together with
- SUPPLEMENTARY: This report updates information contained in the:
(pink) [] 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 As Exhibit "G" Not required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

SPECIAL NOTICE:

This is a CONDOMINIUM PROJECT, not a subdivision. THERE ARE COUNTY RESTRICTIONS ON THE NUMBER OF DWELLINGS, OR OTHER STRUCTURES, WHICH MAY BE BUILT UPON THE PROPERTY. THEREFORE, UNLESS THE PURCHASER IS PURCHASING THE UNIT WITH THE EXISTING DWELLING, THERE IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO BUILD A DWELLING UNIT ON THE PROPERTY. THERE ALSO IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL STRUCTURE TO RESIDENTIAL USE. THE PURCHASER SHOULD CONSULT WITH THE APPROPRIATE RESIDENTIAL AGENCIES TO DETERMINE WHETHER THE PURCHASER MAY BUILD A DWELLING UNIT, OR ANYOTHER TYPE OF STRUCTURE, UPON THE PROPERTY.

1. There are presently NO RESIDENTIAL STRUCTURES on Units A or B of the Project. The only buildings on these Units are shade structures, each of which may be defined as an "apartment" under the Condominium Property Act.

2. Issuance of an effective date for this Public Report does not constitute an approval of the project by the Real Estate Commission or other agency, nor does it imply that all County codes, ordinances or other requirements have been complied with.

3. This project does not involve the sale of individual subdivided lots. The land area beneath and immediately adjacent to each unit, as shown on the Condominium Map, is designated as a limited common element for that unit and does not represent a legally subdivided lot. The dotted lines on the Condominium Map merely represent the location of the limited common element assigned to each unit.

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

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

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EXHIBIT A: Condominium Map and Limited Common Element Locations

EXHIBIT B: Summary of Addendum to Sales Contract

EXHIBIT C: Schedule of Apartments and Common Interest

EXHIBIT D: Summary of Portions of Escrow Agreement

EXHIBIT E: Common Elements and Limited Common Elements of the Project

EXHIBIT F: Encumbrances Against Title

EXHIBIT G: Disclosure Abstract

EXHIBIT H: Estimate of Initial Maintenance Fees and Disbursements

EXHIBIT I: Summary of Covenants, Conditions and Restrictions

EXHIBIT J: Memorandum from the County of Kauai Planning Department dated October 18, 2004

EXHIBIT K: Special Management Area Use Permit SMA (U)-96-1 Letter dated August 12, 1996 and August 20, 1996

I. PERSONS CONNECTED WITH THE PROJECT

Developer: Wendy Oates Devore Phone: (808) 826-1507
4170 Kalani Place
Princeville, Hawaii 96722

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):

None

Real Estate Broker*: None selected
(See Exhibit "G")

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 826-5300
P. O. Box 223330
Princeville, HI 96722

General Contractor*: None selected

Condominium Managing Agent*: Self managed by the Association
of Apartment Owners

Attorney for Developer: Patrick J. Childs, Esq. Phone: (808) 246-2863
4365 Kukui Grove Street, Suite 104
Lihue, HI 96766

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

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

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

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

The Declaration for this condominium is:

<input type="checkbox"/> Proposed			
<input checked="" type="checkbox"/> Recorded - Bureau of Conveyances:		Document No.	2004-203769
		Book	Page
<input type="checkbox"/> 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]:

First Amendment to Declaration of Condominium Property Regime of Summer Break and Condominium Map No. 3848, recorded with the Bureau of Conveyances as Document No. 2005-042931

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:

<input type="checkbox"/> Proposed			
<input checked="" type="checkbox"/> Recorded - Bureau of Conveyances	Condo Map No.	3848	(see Exhibit "A")
<input type="checkbox"/> 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]:

First Amendment to Declaration of Condominium Property Regime of Summer Break and Condominium Map No. 3848, recorded with the Bureau of Conveyances as Document No. 2005-042931

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:

<input type="checkbox"/> Proposed			
<input checked="" type="checkbox"/> Recorded - Bureau of Conveyances:		Document No.	2004-203770
		Book	Page
<input type="checkbox"/> 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]:

None

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 Developer does not plan to adopt House Rules

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	75%
Bylaws	65%	65%
House Rules	----	NA

*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.

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

III. THE CONDOMINIUM PROJECT

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

- Fee Simple:** Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- Leasehold or Sub-leasehold:** Individual apartments and the common elements, which include the underlying land will be leasehold.

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanation regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per Month Year

For Sub-leaseholds:

Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is: Canceled Foreclosed

As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

- Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Sub-leasehold:**

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: Month Year

[] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 4901 Hanalei Plantation Road
Princeville, Hawaii 96722

Tax Map Key: (TMK): 4) 5-4-004-045

[X] Address [X] TMK are expected to change because: each Unit is entitled to its own street address and TMK number

Land Area: 92,713 [X] square feet [] acre(s) Zoning: R-2

Fee Owner: Wendy Oates Devore
4170 Kalani Place
Princeville, HI 96722

Lessor: N/A

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: two Floors Per Building: one

Exhibit "C" contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other: shade structures constructed principally of metal and shade cloth

4. Uses Permitted by Zoning:

	No. of <u>Apts.</u>	<u>Use Permitted by Zoning</u>	
<input checked="" type="checkbox"/> Residential	_____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Other: shade structure	<u>2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

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

Yes No

5. Special Use Restrictions:

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

- Pets: Household pets may be kept consistent with any applicable law and restrictive covenants applicable to the Project. Animals shall not include those defined as pests under §150-A-2 H.R.S. and prohibited from importation under §141-2, §150-5, or §150-6 H.R.S.
- Number of Occupants: _____
- Other: Declaration of Covenants Conditions and Restrictions for Hanalei Garden Farms Estates (**Exhibit "J"** contains a summary of the pertinent provisions).
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>Identify</u>
A	1	0	0	20	shade structure
B	1	0	0	20	shade structure

Total number of Apartments: 2

***Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls. Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.**

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

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

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

Parking Stalls:

Total Parking Stalls: 4*

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)		2					4
Guest							
Unassigned							
Extra for Purchase							
Other:							
<u>Total Covered & Open:</u>		4					4

Each apartment will have the exclusive use of at least two parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

* There is ample space for parking of two or more vehicles on each Unit's Limited Common Elements

Commercial parking garage permitted in condominium project.

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

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool Storage Area Recreation Area

Laundry Area Tennis court Trash Chute/Enclosure(s)

Other: _____

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

There are no violations. Violations will not be cured.

Violations and cost to cure are listed below. Violations will be cured by _____
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):

Not applicable

11. Conformance to Present Zoning Code

- a. No variances to zoning code have been granted.
 Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements:

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	X		
Structures	X		
Lot	X		

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interests:

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

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.

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

described in **Exhibit "E"**.

as follows:

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

described in Exhibit "C".

as follows: Units A and B: 50% each

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

Exhibit F describes the encumbrances against the title contained in the title report dated January 14, 2005 and issued by Title Guaranty of Hawaii, Inc..

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[] There are no blanket liens affecting title to the individual apartments.

[X] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
MORTGAGE	LENDER HAS PRIORITY OVER A BUYER'S RIGHTS UNDER A SALES CONTRACT, AND HAS A RIGHT TO TERMINATE SALES CONTRACT UPON FORECLOSURE OF ITS MORTGAGE BEFORE AN APARTMENT SALE IS CLOSED. IN SUCH EVENT BUYER SHALL BE ENTITLED TO A REFUND OF ALL DEPOSITS, LESS ESCROW CANCELLATION FEES.

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

NONE

2. Appliances:

NONE

G. **Status of Construction and Date of Completion or Estimated Completion Date:**

The shade structures on Units A and B were completed in August of 2004

H. **Project Phases:**

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

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

IV. CONDOMINIUM MANAGEMENT

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

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

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

not affiliated with the Developer the Developer or the Developer's affiliate.
 self-managed by the Association of Apartment Owners 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 "H" contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

C. **Utility Charges for Apartments:**

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

None Electricity _____ (Common Elements only _____ Common Elements & Apartments)
 Gas (_____ Common Elements only _____ Common Elements & Apartments)
 Water Sewer Television Cable
 Other _____

V. MISCELLANEOUS

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

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

- Notice to Owner Occupants
- Specimen Sales Contract
Exhibit "B" contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated September 30, 2004.
Exhibit "D" contains a summary of the pertinent provisions of the escrow agreement.
- Other: Specimen Apartment Deed

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

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

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

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

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

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

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

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**
- B) The buyer has not waived the right to rescind.

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all the documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules, if any.
 - E) Condominium Map, as amended.
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other: Restated Declaration of Covenants, Conditions and Restrictions for the Hanalei Garden Farms Estates and Hanalei Garden Farms Estate Design Guidelines.

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. 5525 filed with the Real Estate Commission on November 15, 2004.

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

YELLOW paper stock

WHITE paper stock

PINK paper stock

C. Additional Information Not Covered Above:

This is a condominium project, not a subdivision. Units purchased are not subdivided lots. To determine whether your expectations can be realized, you should carefully review the contents of this Report, especially the recorded restrictive covenants for the subdivision within which this project is located. Among other things, the restrictive covenants govern land use, building type and materials, possession of animals, and cultivation of crops. You should also conduct your own investigations and ascertain the validity of information provided.

It is anticipated that the initial improvements on Units A and B will be replaced by or supplemented with a residence. The prospective purchaser shall have the right to build such residence at purchaser's expense. The purchaser shall also, in such event, file the "as-built" certificate within thirty days of completion of the residence in conformance with Section 514A-12, Hawaii Revised Statutes, and record an amendment of the Declaration of Condominium Property Regime ("Declaration") to describe the residence and improvements. The County of Kauai Planning Department requires, in order to process the necessary permits for the construction of a residence, authorization from at least 75% of the legal and equitable ownership of the entire project, consistent with the Declaration and the Bylaws ("condominium documents").

Except as limited specifically by the condominium documents and subdivision restrictive covenants (if any), all uses permitted in the residential zone are permitted. Uses in one zone are not the same as in the other, and the prospective purchaser should consult the appropriate county agency for information on uses and construction in the respective zones.

A buyer should understand that all development and use of the property shall be in compliance with County codes and ordinances, that owners in this condominium project will not necessarily receive the same County benefits as owners of approved subdivided lots and that owners who develop their limited common element later than others may find that land use and zoning changes or insufficient utility capacities may thwart their expectations.

- 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.

Developer:


Wendy Oates Devore


Sept 30, '04
Date

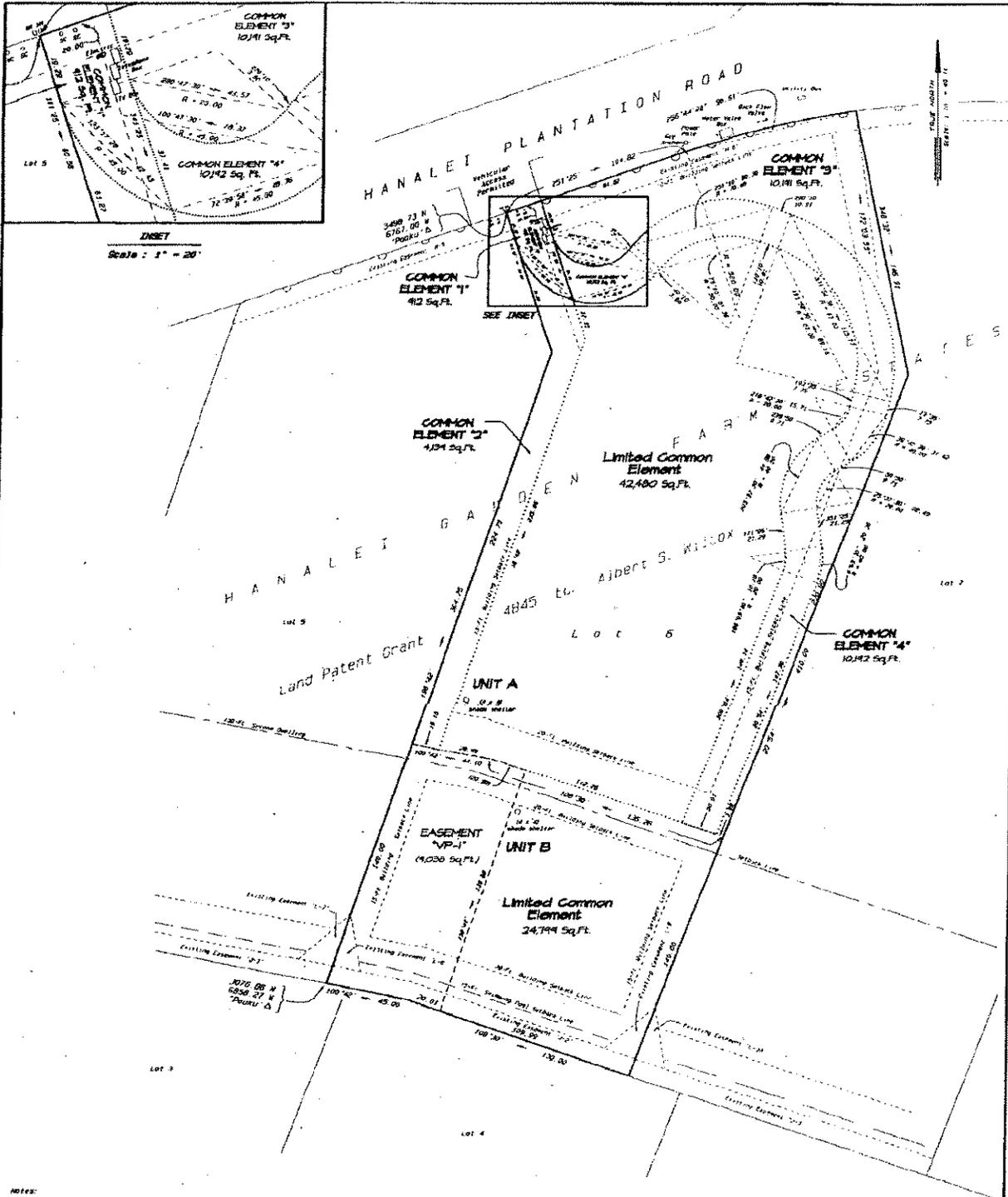
Distribution:

Department of Finance, COUNTY OF KAUAI

Planning Department, COUNTY OF KAUAI

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

EXHIBIT "A"



NOTES:
 1. This project does not involve the sale of individual subdivided lots. The dashed lines on the condominium map are for illustration purposes only; they represent either a limited common element or a common element.
 2. No Vehicular Access Permitted

- 3. Vehicular Access Permitted
- 4. MV = Meter Meter ; SC = Sewer Connector Valve



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION

J. J. DANIELA
 LICENSED PROFESSIONAL LAND SURVEYOR
 CERTIFICATE NUMBER 7001-SC
 EXP. 4/106

"SUMMER BREAK"
CONDOMINIUM MAP SHOWING
UNITS A and B
AND COMMON ELEMENTS 1, 2, 3, and 4
 Being all of Lot 6
 Hanalei Garden Farm Estates
 Portion of Land Patent Grant 4845
 To Albert S. Wilcox
AND DESIGNATION OF
EASEMENT "VP-1"
 At Hanalei, Haleakoa, Kawai, Hanalei
 Owner: Nancy Gates-Devore

EXHIBIT "B"

SUMMARY OF SALES CONTRACT

This Project Utilized a Condominium Addendum to Sales Contract (the "Addendum") to be utilized in conjunction with a standard printed form contract provided by the Hawaii Association of Realtors. The Addendum protects the rights of the Purchasers and the handling of the funds under the Condominium Property Act (the "Act"), as well as the insuring compliance with the Act by all parties. Relevant portions of the Addendum are summarized as follows:

1. The fact that the Act controls over any portion of a contract to sell a condominium unit.
2. That an effective date for a final or supplementary public report must be in place and a receipt for the same signed by the buyer to have an effective date.
3. That all purchaser funds must be held in escrow until the law allows closing and disbursement of the funds.

The conditions precedent to release of the funds are enumerated, including in part:

- (a) That Purchaser will receive a copy of the final public report for the project.
- (b) Purchaser agrees that all payments made will be placed on deposit with escrow pursuant to the terms of the Escrow agreement, and Purchaser is subject to all of the terms of the Escrow Agreement.
- (c) If there is a dual agency by a single broker, it will be disclosed in the contract.

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

EXHIBIT "C"

SCHEDULE OF APARTMENTS AND COMMON INTERESTS

Qty.	Unit No.	Area of Limited Common Element* (Sq. Ft.)	No. of Br./Bath	Appx. Net Living Area (Sq. Ft.)	Appx. Other Area (Sq. Ft.)	% of Common Interest
1	A	42,480	0/0	0	20	50%
1	B	24,799	0/0	0	20	50%

Pursuant to Section 16-107-5, Hawaii Administrative Rules, reference is hereby made to the method by which common interest has been computed. Units A and B will each burden the common elements equally and; therefore, the assessment of undivided interest both for common expense and for voting is 50% for Unit A and 50% for Unit B.

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

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

EXHIBIT "D"

SUMMARY OF PORTIONS OF ESCROW AGREEMENT

The Escrow Agreement ("Agreement") between TITLE GUARANTY ESCROW SERVICES, INC. (the "Escrow"), and WENDY OATES DEVORE (the "Seller"), contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. Whenever Seller enters into a sales contract for the sale of an apartment, Seller will require that payments due under the sales contract be made to Escrow and will deliver an executed copy of the sales contract to Escrow.
2. Escrow will receive payments under the sales contract and sums received from any other source with respect to the project. Funds held under the Agreement will initially be deposited in an account for the project. Interest on all funds will be paid to Seller.
3. Escrow will release from the trust fund and disburse Buyer's funds at closing, unless: (a) Buyer has elected within seven days of signing the sales contract to cancel and receive all funds paid, without deduction; or (b) the Real Estate Commission has not issued a Final Public Report on the project or the requirements of the sales contract have not been met; or (c) Seller has not satisfied Escrow that all other requirements of Hawaii Revised Statutes have been met.
4. Escrow will return deposited sums to the Buyer without interest, if Seller and Buyer give Escrow written notice to return the funds to Buyer, if there is a right to cancellation and refund of monies under the sales contract or otherwise. If there is a cancellation under the seven-day right, no fees will be charged Buyer. Thereafter, in the event of a cancellation as a matter of agreement or right, Buyer's funds shall be returned to Buyer less Escrow's cancellation fee, if any, and all other costs incurred in connection with the Escrow, not less than \$25.00.
5. Escrow will arrange for and supervise the signing of all documents, which are to be signed subsequent to and contemplated by the sales contract.
6. As Escrow's compensation for its performance under this Agreement, Escrow will receive its schedule rate for each apartment for which an apartment deed of the project is handled by Escrow and recorded in the Bureau of Conveyances of the State of Hawaii. Escrow will record all applicable documents. The cost of title insurance will be an additional amount, based upon schedule rate.
7. In the event of default by the Buyer, Buyer may forfeit his or her deposit, which will be paid to the Seller, less any cancellation fees charged by Escrow.

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

EXHIBIT "E"

COMMON ELEMENTS OF THE PROJECT

The common elements of the project are:

- (a) The land in fee simple;
- (b) Common Element "1" to be used for an entryway and access/egress for Units A and B, consisting of approximately 912 square feet.
- (c) Common Element "2" to be used solely for utility purposes for Units A and B, consisting of approximately 4,139 square feet;
- (d) Common Element "3" to be used as an undeveloped landscaped area consisting of approximately 10,191 square feet;
- (e) Common Element "4" for access/egress for Units A and B, consisting of approximately 10,192 square feet;
- (f) All commonly used present or future ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, sewage, irrigation and telephone, and;
- (g) Any and all other future elements and facilities in common use or necessary to the Project.

LIMITED COMMON ELEMENTS OF THE PROJECT

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

Unit Number	Area of Limited Common Element*
Unit A	42,480 square feet
Unit B	24,799 square feet

*Land areas referenced herein are not legally subdivided lots.

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE

The following documents are listed in this Exhibit "F" as encumbrances against title:

1. Any and all Real Property Taxes that may be due and owing as may be assessed by the County of Kauai Department of Finance for.

Tax Key: (4) 5-4-004-045 Area Assessed: 92,713 sq. ft.

2. RIGHT-OF-ENTRY

TO : CITIZENS UTILITIES COMPANY, whose interest is now held by KAUAI ISLAND UTILITY CO-OP

DATED : February 4, 1998

RECORDED : Document No. 99-011892

GRANTING : a right-of-entry and easement for utility purposes

3. Vehicular access permitted (20 feet), as shown on subdivision map prepared by Thomas H. Oi, Licensed Professional Land Surveyor, dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai.

4. SETBACK (10 feet wide)

PURPOSE : building

SHOWN : on subdivision map prepared by Thomas H. Oi, Licensed Professional Land Surveyor, dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai

5. SETBACK (15 feet wide)

PURPOSE : building

SHOWN : on subdivision map prepared by Thomas H. Oi, Licensed Professional Land Surveyor, dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai

6. SETBACK (30 feet wide)

PURPOSE : building
SHOWN : on subdivision map prepared by Thomas H. Oi, Licensed Professional Land Surveyor, dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai

7. SETBACK (15 feet wide)

PURPOSE : swimming pool
SHOWN : on subdivision map prepared by Thomas H. Oi, Licensed Professional Land Surveyor, dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai

8. SETBACK (130 feet wide)

PURPOSE : second dwelling
SHOWN : on subdivision map prepared by Thomas H. Oi, Licensed Professional Land Surveyor, dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai

9. DESIGNATION OF EASEMENT "H-6"

PURPOSE : landscape
SHOWN : on subdivision map prepared by Thomas H. Oi, Licensed Professional Land Surveyor, dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai

10. DESIGNATION OF EASEMENT "J-2"

PURPOSE : access, utilities and landscape
SHOWN : on subdivision map prepared by Thomas H. Oi, Licensed Professional Land Surveyor, dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai

11. DESIGNATION OF EASEMENT "L-8"

PURPOSE : landscape
SHOWN : on subdivision map prepared by Thomas H. Oi, Licensed Professional Land Surveyor, dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai

12. DESIGNATION OF EASEMENT "L-9"

PURPOSE : landscape
SHOWN : on subdivision map prepared by Thomas H. Oi, Licensed Professional Land Surveyor, dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai

13. Restriction of vehicular access rights along Hanalei Plantation Road, except where access is permitted, as shown on subdivision map prepared by Thomas H. Oi, Land Surveyor, with Portugal & Associates Inc., dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai.

14. Water service is not available from the Department of Water, County of Kauai, as shown on subdivision map prepared by Thomas H. Oi, Licensed Professional Land Surveyor, dated December 1, 1999, approved on April 9, 2002, by the Planning Commission of the County of Kauai.

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

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HANALEI GARDEN FARMS ESTATES

DATED : July 15, 2002
RECORDED : Document No. 2002-138948

Said Declaration was amended by instrument dated October 17, 2002, recorded as Document No. 2002-184603, restated by instrument dated September 9, 2003, recorded as Document No. 2003-193061, and amended by instrument dated November 28, 2003, recorded as Document No. 2003-267002.

CORRECTION TO FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HANALEI GARDEN FARMS ESTATES dated August 12, 2004, recorded as Document No. 2004-172341.

16. The terms conditions and provisions contained in that certain unrecorded Special Management Area Use Permit SMA(U)-961, Project Development Use Permit U-96-1, and Class IV Zoning Permit Z-IV-96-1, approved by the Planning Commission of the County of Kauai on August 8, 1996, as set forth in that certain unrecorded letter dated August 12, 1996, from Dee M. Crowell, Planning Director, County of Kauai Planning Department, to William F. Mowery and Martha J. Mowery.

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

INSTRUMENT : DECLARATION OF GRANT AND RESERVATION OF
EASEMENTS FOR THE HANAIEI GARDEN FARMS
ESTATES SUBDIVISION

DATED : July 15, 2002
RECORDED : Document No. 2002-138949

18. REAL PROPERTY MORTGAGE

MORTGAGOR : WENDY OATES DEVORE, single

MORTGAGEE : JEFF ULDRICKS, married

DATED : April 14, 2004
RECORDED : Document No. 2004-078759
AMOUNT : \$620,000.00

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

INSTRUMENT : MEMORANDUM OF AGREEMENT

DATED : April 16, 2004
RECORDED : Document No. 2004-093510
PARTIES : NEWCO PROPERTY, LLC, a Hawaii limited liability
company, and WENDY DEVORE, unmarried

20. 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 "SUMMER BREAK" CONDOMINIUM PROJECT

DATED : September 9, 2004
RECORDED : Document No. 2004-203769
MAP : 3848 and any amendments thereto

21. 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 : September 9, 2004
RECORDED : Document No. 2004-203770

EXHIBIT "G"

DISCLOSURE ABSTRACT

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

1. The Developer of the project is WENDY OATES DEVORE, 4170 Kalani Place, Princeville, HI 96722, and telephone (808) 826-1507.
2. See Exhibit "H" to the Final Public Report for the projected annual maintenance fees. The Developer hereby certifies that the estimations have been based on generally accepted accounting principles.
3. There are no warranties against defects of material and workmanship in individual apartments, common elements or exclusive use areas, and the purchaser buys his/her unit in an "as is" condition
4. All of the apartments of the project are to be used for residential purposes only. No apartments shall be used for hotel or timeshare purposes. There will be no commercial use except those activities permitted by county ordinance.
5. The developer has not selected a real estate broker for the sales of either unit in the Project at this time. When the Developer offers either unit for sale, the Developer shall (1) submit to the Real Estate Commission a duly executed copy of a broker listing agreement with a Hawaii-licensed real estate broker, together with a duly executed disclosure abstract identifying the designated broker, and (2) provide a copy of the Disclosure Abstract to the purchaser together with a copy of this Public Report.
6. The Developer has not conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. There are no depreciable common elements in the Project.
7. The Developer discloses Common Interest has been divided as shown: Units A and B are each entitled to 50% each.

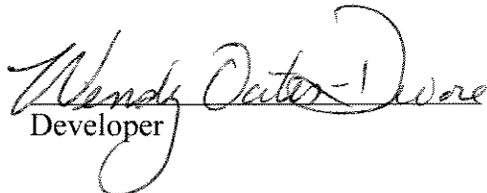

Developer _____ Date 3-22-05

EXHIBIT "H"

**ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x	12 months	= <u>Yearly Total</u>
Unit A	\$ 60.00		\$720.00
Unit B	\$ 60.00		\$720.00
Total	<u>\$120.00</u>		<u>\$1,440.00</u>

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	\$100.00	\$1,200.00
Roadway	\$ 20.00	\$ 240.00

Management

- Management Fee
- Payroll and Payroll Taxes
- Office Expenses

Insurance

Reserves(*)

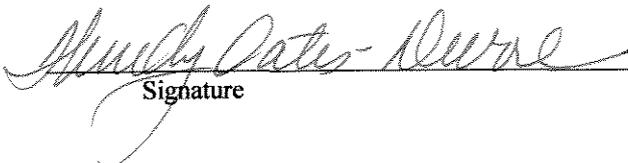
Taxes and Government Assessments

Audit Fees

Other

TOTAL	\$120.00	\$1,420.00
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I, WENDY OATES DEVORE, the Developer, for the SUMMER BREAK condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.



 Signature



 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. (See Disclosure Abstract, Item 6, attached hereto as Exhibit "G")

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

EXHIBIT "I"

SUMMARY OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HANAIEI GARDEN FARMS ESTATES

The SUMMER BREAK condominium (herein "Project") is affected by the "Restated Declaration of Covenants, Conditions and Restrictions for the Hanalei Garden Farms Estates" subdivision (herein called the "Restrictions") dated September 9, 2003, and recorded as Document No. 2003-193061 in the Bureau of Conveyances of the State of Hawaii.

The foregoing is not deemed to be exhaustive exposition of the Covenants but reflective of the types of information that will apply to the use and ownership of the Project. This summary is not meant to completely recite the actual provisions of the Covenants, nor to cover every issue in which a purchaser might have interest. The prospective purchaser is urged to obtain a full copy of the Covenants from the Developer prior to entering into an agreement to purchase a unit in this Project.

1. The Restrictions identify the property of the Project (Lot 6) as being a portion of the property encumbered by the restrictions that shall constitute covenants running with the land, binding according to the terms thereof and upon all persons having or acquiring any right, title, interest or estate in the land. The Developer of has reserved the right to increase the property governed by these restrictions by annexation of additional land adjacent to the subdivision
2. Each owner in Hanalei Garden Farms Estates shall automatically be a member of the home owners association upon acquisition of fee simple title to a lot or unit and shall thereby incur voting rights and shall be responsible for any and all assessments as may be established from time to time by the association.
3. There are restrictions as to the height, location, number, size, and types of structures and improvements that may be constructed on the Project. All proposed construction and landscaping must comply with the Design Guidelines and must be approved by a Design Review Committee prior to construction. There are also limitations as to the types of construction materials that may be used on the roofs of dwellings.
4. There are limitations as offensive activities, to the types of animals and/or livestock that may be kept on the property, camping, vehicles, garbage, clotheslines, destroyed improvements, hunting, firearms, toilet facilities, towers, occupancy, fences, explosives, furniture, fires, construction activity, unsightliness, noise, and exterior lighting.
5. The Restrictions require that the property be maintained in compliance with the Landscape Master Plan, which regulates the type and location of landscaping, maintenance and prohibition of certain plants and trees.
6. There are restrictions as to drainage improvements or flooding or erosion control measures that require submission to the Design Review Committee prior to being implemented or constructed. Unit owners are also required to maintain the existing drainage system.

EXHIBIT "J"

BRYAN J. BAPTISTE
MAYOR



IAN K. COSTA
DIRECTOR OF PLANNING

GARY K. HEU
ADMINISTRATIVE ASSISTANT

GARY L. HENNIGH
DEPUTY DIRECTOR OF PLANNING

COUNTY OF KAUA'I
PLANNING DEPARTMENT

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

TELEPHONE: 808.241.6677
FAX: 808.241.6699

DATE: October 18, 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: SUMMER BREAK
Condominium Project (198)

Tax Map Keys: (4) 5-4-004: 045

The attorney for the above-mentioned condominium project has requested that this office, as an agency of the County of Kauai, review the project for compliance with all ordinances, codes, rules, regulations and other requirements of the County of Kauai, (Section 515A-40 (b), (1), Hawaii Revised Statutes. Subject to the disclosures and waivers (item "5" below) specified herein, we certify the following:

1. The developer has contracted architect Ron Agor to certify that the buildings on the proposed project referred to as Summer Break Condominium Unit A and Unit B are in compliance with all ordinances, codes, rules, regulations and other requirements in force at the time of its construction, and to that extent, and subject to the conditions of waiver herein, the Planning Department adopts that certification as it pertains to the rules and regulations administered solely by the Department.

Summer Break Condominium
TMK: (4) 5-4-004: 045
October 18, 2004
Page two

2. There are no variances approved for the subject property.
Senior Condominium Specialist
3. The parcel does not contain any outstanding nonconforming uses or structures as a result of the adoption or amendments of any ordinances or codes and regulations.
4. There are no notices of violation of County building or zoning codes outstanding according to our records.
5. WAIVER
The foregoing certification is not a warranty to any compliance with applicable County and State rules and regulations. The sole reason for the execution hereof is to comply with statutory requirements relating to the regulations of condominiums under subsection 514 A-40, (b), and (1), Hawaii Revised Statutes.

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

cc: Heidi Rodgers, Attorney at Law ✓
Wendy Devore, Project Developer

EXHIBIT K

MARYANNE W. KUSAKA
MAYOR



COUNTY OF KAUAI
PLANNING DEPARTMENT
4444 RICE STREET, SUITE 473
LIHUE, KAUAI, HAWAII 96766

DEE M. CROWELL
PLANNING DIRECTOR
IAN K. COSTA
DEPUTY PLANNING DIRECTOR

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

August 12, 1996

RECEIVED
AUG 20 1996

BELLES GRAHAM
PROUDFOOT & WILSON

William F. and Martha J. Mowry
c/o Max W. S. Graham, Esq.
Belles Graham Proudfoot and Wilson
Attorneys At Law
4334 Rice Street, Suite 202
Lihue, Hawaii 96766

Subject: Special Management Area Use Permit SMA(U)-96-1
Project Development Use Permit U-96-1
Class IV Zoning Permit Z-IV-96-1
TMK: 5-4-04: 27 Hanalei, Kauai

The Planning Commission at its regular meeting held on August 8, 1996 approved the subject permit applications to allow the development of a 13-lot residential subdivision and one open space (landfill) lot and a total density of 23 residential units, subject to the following conditions:

1. As represented by the applicant, the number of residential dwellings to be built in the subdivision and on the proposed lots identified on Exhibit "A" shall be subject to the following restrictions:
 - a. Lots 1, 2, and 4 shall be limited to one single family residential dwelling. No guest houses or Additional Dwelling Units (ADU's) shall be allowed on these lots.
 - b. Lots 5 through 14 shall be limited to two single family residential dwellings. No guest houses shall be allowed on these lots.
 - c. The applicant shall enter into an agreement with the County of Kauai that shall recognize the prohibition of ADU's and guest cottages on the lots in the subdivision. The agreement shall be incorporated into the deed of each lot and filed with the State Bureau of Conveyances.

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The applicant shall be responsible to prepare the agreement. Draft copies of the agreement shall be submitted to the Planning Department for review and approval prior to or at time of subdivision application and review.

2. The applicant is advised that the subject permits do not authorize the development of second dwelling units on Lots 5 through 14 unless Condition No. 3 of Ordinance No. PM-294-94 is amended by the County Council. Based on the representations of the applicant, the subject permits do not allow a residential density greater than two dwelling units on lots 5 through 14. In view of the revised subdivision layout and proposed density, the applicant shall submit prior to subdivision application an amendment to Ordinance No. PM-294-94 to allow 2 dwelling units per lot on Lots 5 through 14.
3. Lot 3 (landfill) shall remain in the Open District and Project District (O/PD). No residential dwellings shall be allowed on this lot. Access to the lot shall be for subdivision lot owners only and any use of this lot shall be limited to open, recreational type uses and activities. A buffer zone as recommended and approved by the State Health Department (Office of Solid Waste Management) shall be identified accordingly on the subdivision map. No structures and impervious surfaces, such as tennis courts and pavilions, shall be allowed on Lot 3, except for walkways as shown on Figure 14 of the applicant's Revised Submittal Packet dated May 9, 1996.
4. The following components of the Project Development Use Permit relating to the design controls and guidelines as specified in the Revised Submittal Packet dated May 9, 1996 containing the design manual, CC&R's, including other development plan concepts and applicable development standards required for the entire subdivision shall be adhered to:
 - a. Setbacks to property lines (See Setback Table in attached Exhibit "A");
 - b. The twenty-five (25) foot building height limit for lots 4 to 14 as allowed in the North Shore Planning Area shall be measured from natural (existing) or finished grade, whichever is lower, along all points of the building foundation.

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Lots 1 and 2 shall have lower building heights as shown on Exhibit "A". The intent of this provision is to limit building heights on Lots 1 and 2 to a height not exceeding 15' to 18' above the crown of the Hanalei Plantation Road.

All future lot owners shall submit a grading plan showing existing and finished contours along with the construction drawings at time of building permit application. (See attached Exhibit "A" and "B");

- c. Uninterrupted wall heights shall not exceed 12 feet;
- d. Building colors shall consist of warm toned earth colors. However, buildings along the bluff shall be restricted to earth tone shades in the middle to dark ranges. The use of mirrored glass, reflective sunscreens, or other highly reflective materials for exterior surfaces and roofs shall be prohibited. Color and material boards shall be submitted to the Planning Department for review and approval prior to Building Permit application;
- e. 2-story building height restrictions and design criteria (See attached Exhibit "B");
- f. Second dwelling unit setback lines on Lots 5 through 14 (Note: Setback line is established parallel to and 130 feet from rear property line. See Attached Exhibit "A");
- g. A maximum Lot length to width ratio of 5 : 1 is permitted for certain lots in the subdivision;
- h. Each dwelling unit shall not exceed a maximum of 2 floors facing south;
- i. A minimum of seventy-five percent (75%) of the area of all roofs on each structure shall be sloped with a minimum pitch of 4 (vertical) to 12 (horizontal). Hipped roofs are encouraged. Gabled ends or flat roofed ends of buildings facing south shall not exceed twenty feet in width.

The Applicant is advised that the CC&R's, Design Guidelines and other associated documents are subject to final review and approval prior to final subdivision approval.

- 5. Residential structures to be constructed on the south side of the second dwelling unit setback line shall be limited as follows:

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- a. Total allowable width of structure(s) south of the second dwelling unit setback line, facing Hanalei Valley, shall not exceed 100 feet (See Exhibit "C");
 - b. For Lots 1, 2, and 4, the total allowable building square footage shall not exceed twenty-five (25%) percent of the lot area;
 - c. For Lots 5 through 14, the total allowable building square footage shall not exceed thirty-eight (38%) percent of the lot area on the bluff side of the second dwelling unit setback line;
 - d. For the purpose of administering this permit, the term "Building Square Footage" shall include all roofed or covered areas, interior and exterior. Building square footage shall also include trellised areas or structures, including swimming pools. Building square footage shall include decks or walkways constructed above 30 inches from existing or finished grade, whichever is lower.
6. The applicant is advised that although the Special Management Area (SMA) Use Permit will cover the number of lots and total residential density of 23 units, SMA permits for individual lot owners may be required for large scale grading work. Any substantial grading work in excess of 100 cubic yards intended by future lot owners shall be subject to the review of the Planning Department.
 7. The rear setbacks (facing or along the rim of Hanalei Valley) for all of the lots in the subdivision, shall be landscaped in accordance with the applicant's landscape master plan and individual landscape master plans that will be required of each landowner at time of building permit application. Accessory uses and structures, including but not limited to decks 30 inches above finished grade, storage buildings, and light fixtures shall be prohibited in the setback area. In-ground swimming pools may encroach at a distance of not more than fifty percent (50%) of the rear setback, provided that no above grade accessory structures of any kind, temporary or permanent, shall be allowed in the setback area.
 8. The applicant's landscape master plan and individual lot owner landscape master plans shall identify by name, number, and specific locations, those existing trees on the subject property which will be saved and used incorporated as part of the subdivision landscaping plan. The applicant shall provide the Planning Department the opportunity to review the master landscape plan prior to subdivision application and any

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grading or grubbing of the subject property. The applicant shall incorporate maintenance provisions for the landscaping in the deeds of the individual lots for the project.

9. To ensure that the building design, color schemes, and landscaping requirements of Conditions Nos. 4, 5, 7, and 8 are adhere to, all proposed buildings within the proposed subdivision shall be subject to design review of the Planning Department prior to building permit application and preferably to be submitted during the design development phase for individual dwellings or structures.
10. Grading and grubbing activities on the subject property shall not be allowed during and prior to subdivision review and final subdivision approval.
11. As represented by the applicant, the CC&R's shall include a waiver and indemnity agreement that absolves the County of Kauai from any claims that may accrue relative to the past, present, and future use of the subject property. The waiver and indemnity agreement is to be reviewed and approved by the County Attorney. Specific disclosure on the dump site Lot 3 shall be provided in the agreement.
12. All setback lines and second dwelling unit setback lines shall be indicated on the preliminary and final subdivision maps for the project.
13. All conditions of approval of the subject permits shall be recorded with the State Bureau of Conveyances and properly disclosed in all sales conveyances documents.
14. As represented by the applicant, all on site utilities for the subdivision shall be installed underground. The height and type of lamp/fixture for any street lights proposed in the dead-end roadways shall be subject to the review and approval of the Planning Department.
15. The applicant shall comply with and resolve those conditions as imposed and recommended by the State Health Department, Public Works Department, and Fire Department.
16. The Planning Commission and Planning Department reserves the authority to impose additional conditions or to reject building permit applications as deemed necessary if it is found that any development proposed on the individual lots do not conform to the development concepts considered as part of the Project Development Use Permit.

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17. The applicant is advised that additional government agency conditions may be imposed. It shall be the applicant's responsibility to resolve those conditions with the respective agency(ies).
18. The Planning Commission reserves the authority to impose additional conditions, modify or delete conditions stated herein, or revoke the subject permits through proper procedures should the applicant fail to comply with the conditions of approval.



DEE M. CROWELL
Planning Director

cc: Andrew Daymude-Keith Companies-Hawaii
Public Works Dept.
Water Dept.
State Health Dept.
Historic Preservation Div.-DLNR
Fire Dept.
Office of State Planning
Real Property Div.

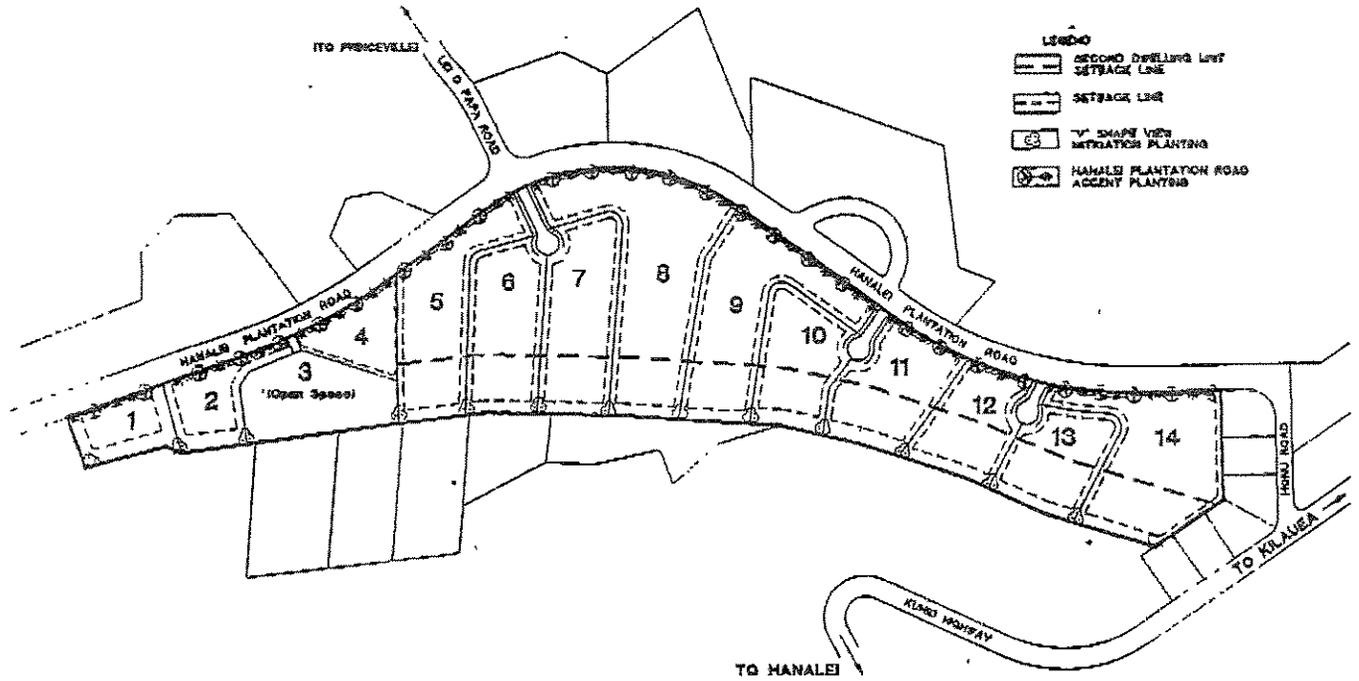
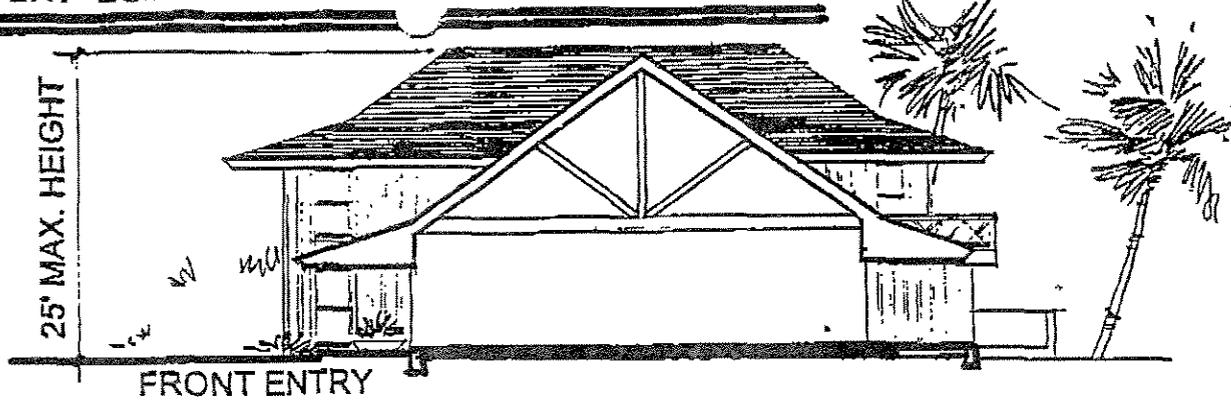


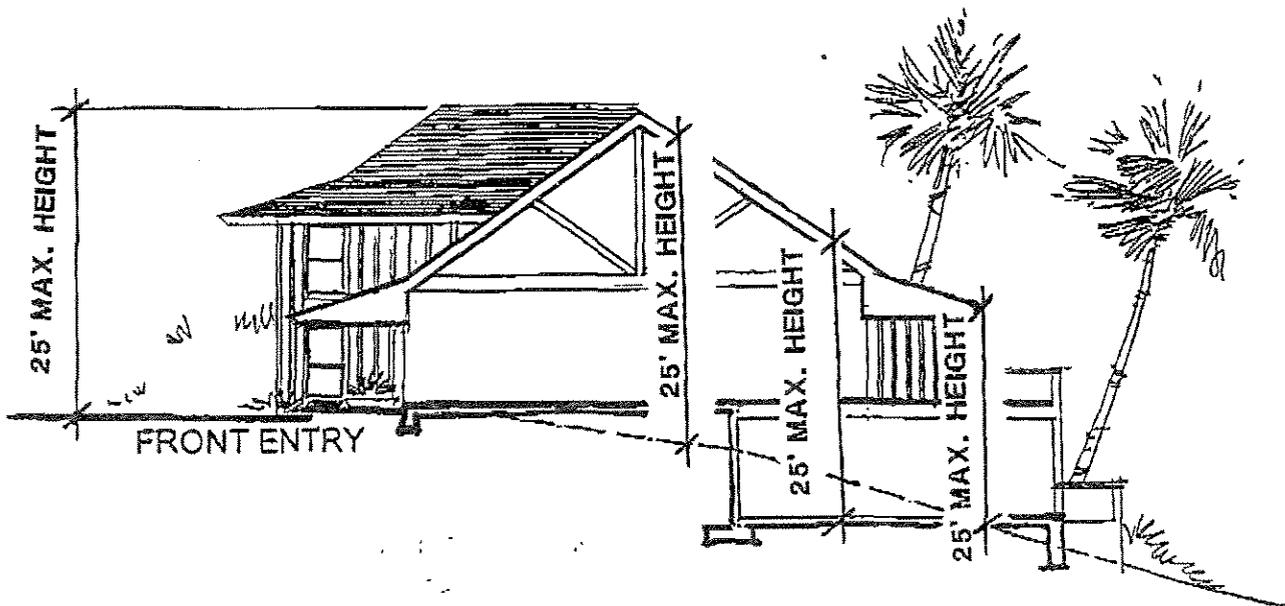
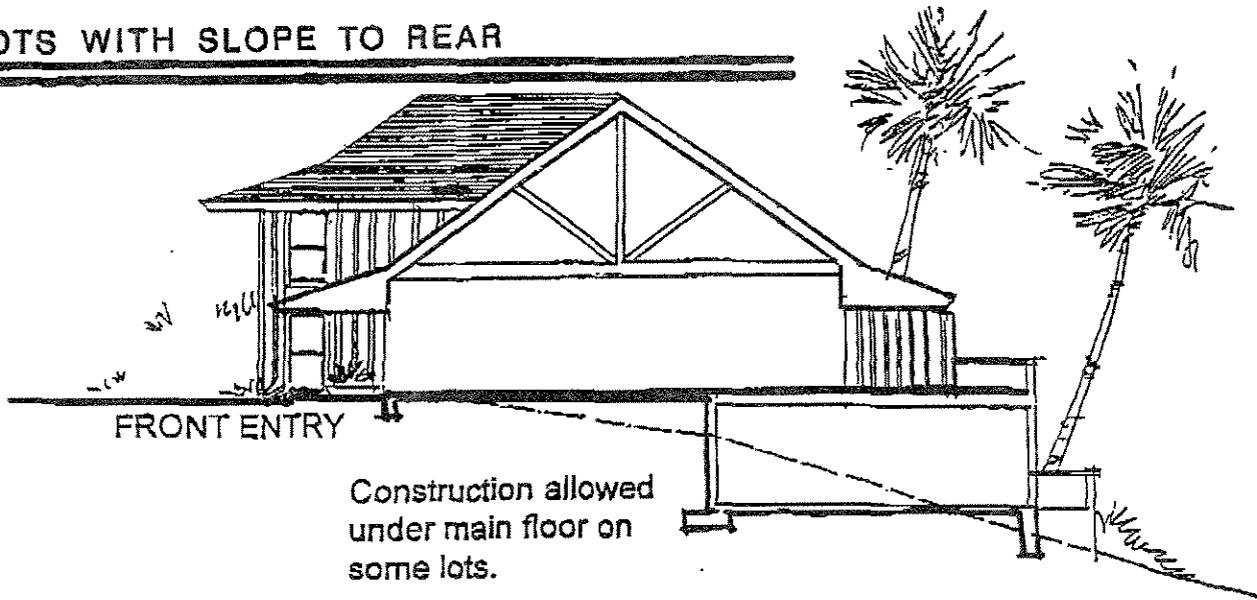
TABLE 2: INDIVIDUAL LOT CALCULATIONS

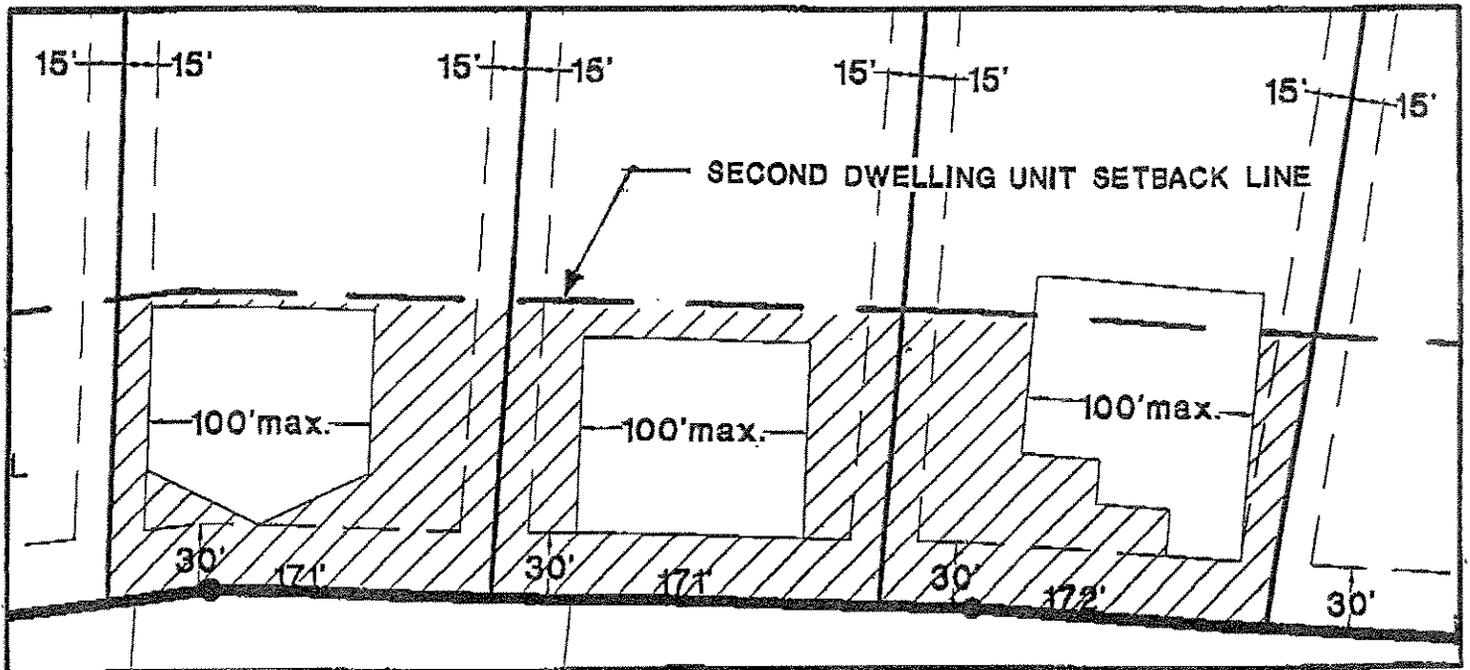
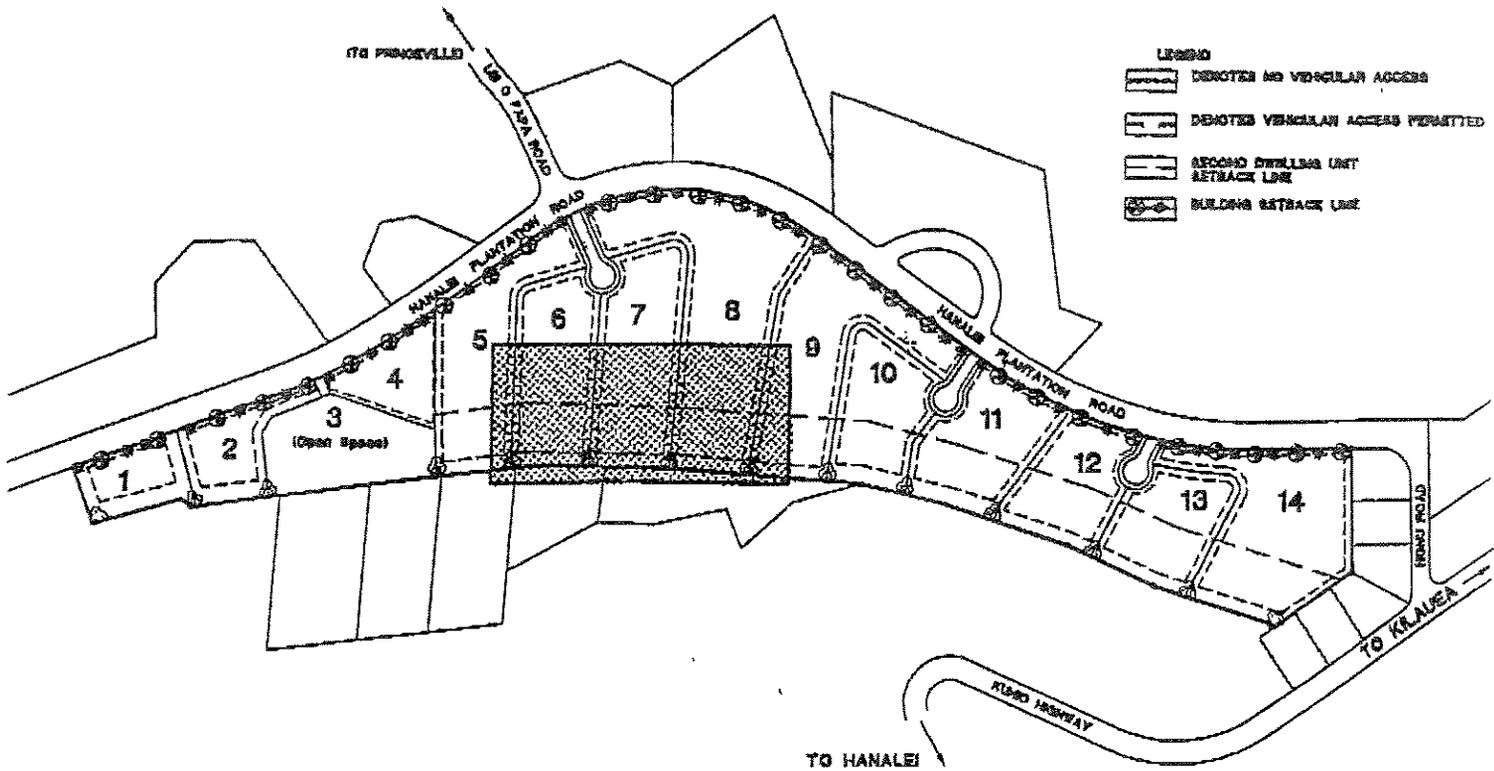
Lot No.#	Acres	Square Footage	Building Set Backs / Allowable Building Height			
			Front	Side	Rear	Height
1	.71	31,120	10'	30'	40'	200 MSL
2	.89	37,625	10'	20'	40'	205 MSL
3 (openspace)	1.39	60,730	NA	NA	NA	NA
4	.76	33,158	10'	5'	10'	25'
5	1.89	82,139	10'	15'	30'	25'
6	1.65	71,670	10'	15'	30'	25'
7	1.83	79,154	10'	15'	30'	25'
8	3.10	134,892	10'	15'	30'	25'
9	2.45	108,539	10'	15'	30'	25'
10	1.28	55,931	10'	15'	40'	25'
11	1.47	64,122	10'	15'	40'	25'
12	1.23	53,441	10'	15'	30'	25'
13	1.22	53,338	10'	15'	30'	25'
14	2.35	102,360	10'	15'	30'	25'
Total Residential Area	*20.80	*905,497				
Average Lot Size	1.60	69,652				
Project Total	22.72	980,223				

* Does not include Lot #3, Open Space



FOR LOTS WITH SLOPE TO REAR





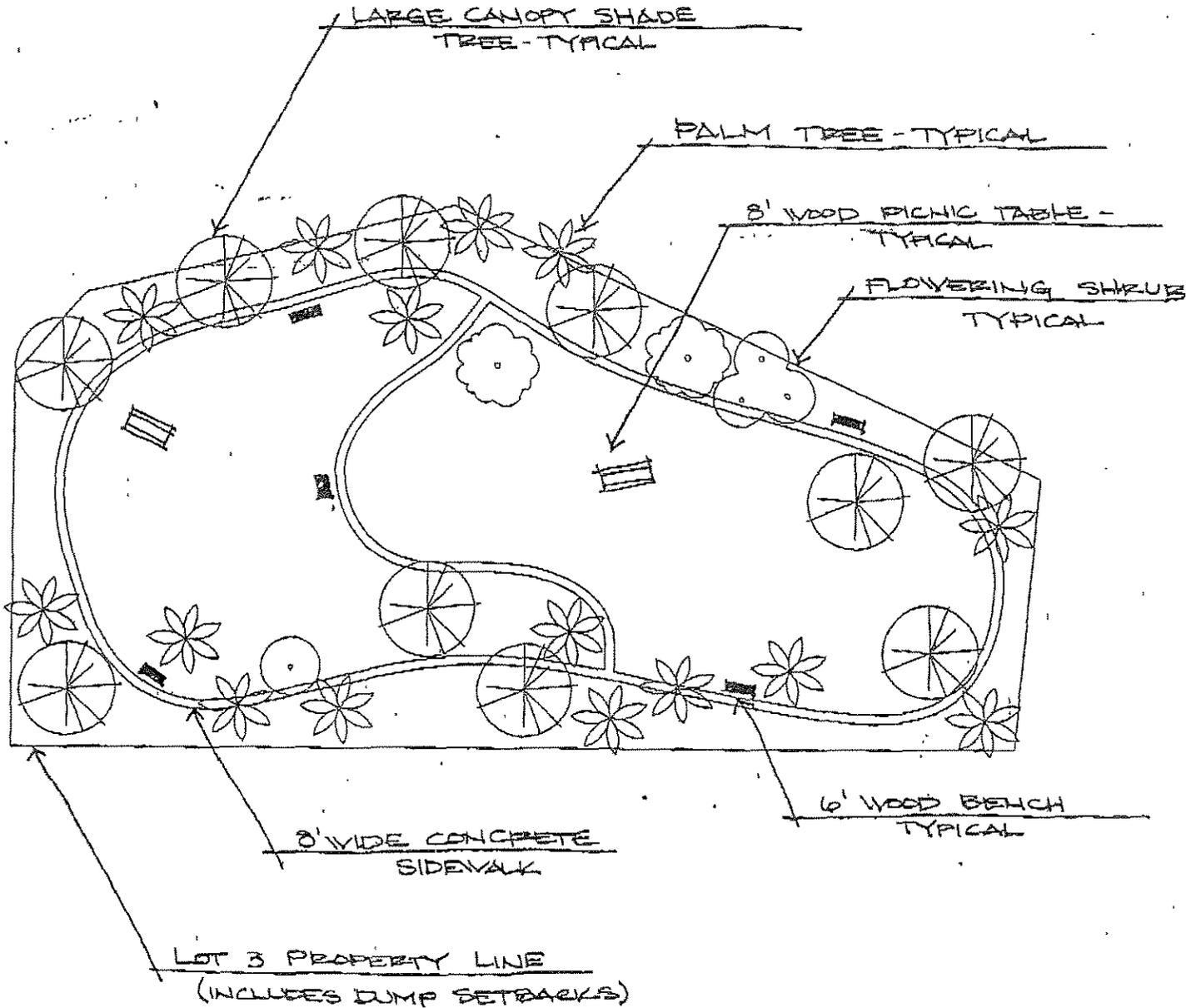


FIGURE #14

Conceptual Open Space Landscape Plan
HANALEI GARDEN FARMS ESTATES

MARYANNE W. KUSAKA
MAYOR



COUNTY OF KAUAI
PLANNING DEPARTMENT
4444 RICE STREET, SUITE 473
LIHUE, KAUAI, HAWAII 96766

DEE M. CROWELL
PLANNING DIRECTOR

IAN K. COSTA
DEPUTY PLANNING DIRECTOR

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

RECEIVED
AUG 23 1996

BELLES GRAHAM
PROUDFOOT & WILSON

August 20, 1996

William and Martha Mowry
c/o Max W. S. Graham, Esq.
Belles Graham Proudfoot and Wilson
Attorneys At Law
4334 Rice Street, Suite 202
Lihue, Hawaii 96766

SUBJECT: Special Management Area Use Permit SMA(U)-96-1
Project Development Use Permit U-96-1
Class IV Zoning Permit 2-IV-96-1
TMK: 5-4-04: 27 Hanalei, Kauai

Please attach the enclosed exhibits to our letter of approval dated August 12, 1996, for the subject permits.

Dee M. Crowell
Dee M. Crowell
PLANNING DIRECTOR

cc: Andrew Daymude, Keith Companies-Hawaii
Public Works Dept.
Water Dept.
State Health Dept.
Historic Preservation Div.-DLNR
Fire Dept.
Office of State Planning
Real Property Div.

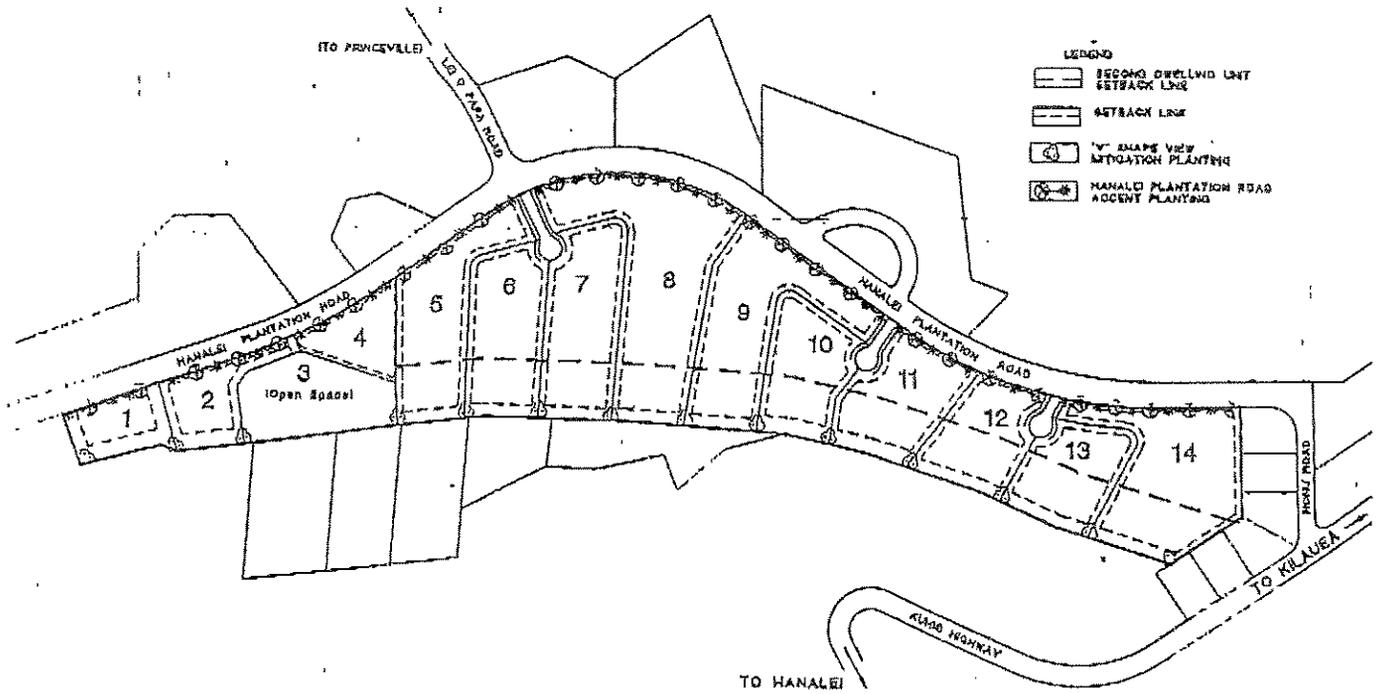
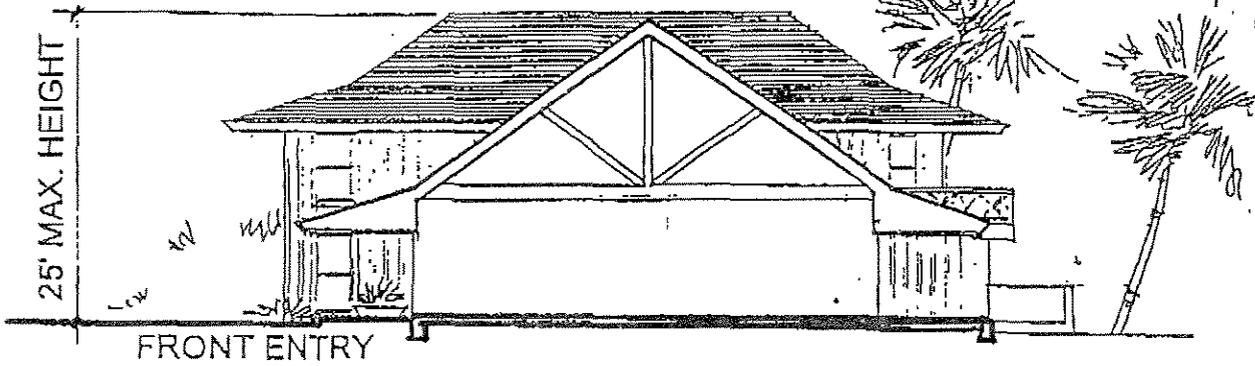


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FOR FLAT LOTS



FOR LOTS WITH SLOPE TO REAR

