

CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by:

Developer MARGARET C. LIVINGSTON
Address 301 Indian Peaks Trail West, Lafayette, Colorado 80026

Project Name (*): ABREW ESTATES CONDOMINIUM
Address: 6562 Kipapa Road, Kapaa, Hawaii 96746

Registration No. 5623 Effective date: May 18, 2005
(Conversion) Expiration date: June 18, 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, 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: The developer may not as yet have created the condominium but has filed with
(yellow) the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.

FINAL: The developer has legally created a condominium and has filed complete
(white) information with the Commission.
 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 Not Required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

SPECIAL ATTENTION

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

1. There are presently two shade structures on this Project, each of which may be defined as an "apartment" under the Condominium Property Act.
2. This public report does not constitute an "approval" of the project by the Real Estate Commission, or any other governmental agency, nor does it warrant that all applicable County codes, ordinances and subdivision requirements have necessarily been complied with.
3. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and is not a legally subdivided lot. The dotted lines on the condominium map bounding the designated area in the land comprising the limited common element are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.
4. Facilities and improvements associated with County-approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owners and emergency traffic, drainage facilities, etc., may not be provided, and services such as County street maintenance and trash collection may not be available for interior roads and driveways.

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

TABLE OF CONTENTS

| | Page |
|--|------|
| Preparation of this Report | 1 |
| Expiration Date of Reports | 1 |
| Type of Report | 1 |
| Disclosure Abstract | 2 |
| Summary of Changes from Earlier Public Reports | 2 |
| Table of Contents | 3 |
| General Information on Condominiums | 4 |
| Operation of the Condominium Project | 4 |
| | |
| I. PERSONS CONNECTED WITH THE PROJECT | 5 |
| Developer | |
| Attorney for Developer | |
| General Contractor | |
| Real Estate Broker | |
| Escrow Company | |
| Condominium Managing Agent | |
| | |
| II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS | |
| A. Declaration | 6 |
| B. Condominium Map (File Plan) | 6 |
| C. Bylaws | 6 |
| D. House Rules | 7 |
| E. Changes to Condominium Documents | 7 |
| | |
| III. THE CONDOMINIUM PROJECT | |
| A. Interest to be Conveyed to Buyer | 8 |
| B. Underlying Land | 9 |
| C. Buildings and Other Improvements | 10 |
| D. Common Elements, Limited Common Elements, Common Interest | 13 |
| E. Encumbrances Against Title | 14 |
| F. Construction Warranties | 15 |
| G. Status of Construction | 16 |
| H. Project Phases | 16 |
| | |
| IV. CONDOMINIUM MANAGEMENT | |
| A. Management of the Common Elements | 17 |
| B. Estimate of Initial Maintenance Fees | 17 |
| C. Utility Charges for Apartments | 17 |
| | |
| V. MISCELLANEOUS | |
| A. Sales Documents Filed with the Real Estate Commission | 18 |
| B. Buyer's Right to Cancel Sales Contract | 18 |
| C. Additional Information Not Covered Above | 20 |
| D. Signature of Developer | 21 |
| | |
| EXHIBIT A: Common Elements and Limited Common Elements | |
| EXHIBIT B: Encumbrances Against Title | |
| EXHIBIT C: Summary of Sales Contract | |
| EXHIBIT D: Summary of Escrow Agreement | |
| EXHIBIT E: Declaration of Easements, Covenants and Restrictions | |
| EXHIBIT F: Memorandum from the County of Kauai Planning Department | |

General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: MARGARET C. LIVINGSTON Phone: (808) 632-0225
 Name* 301 Indian Peaks Trail West
 Business Address Lafayette, Colorado 80026

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

N/A

Real Estate Broker*: None selected; please see Page 20 of this Public Report. Phone: N/A
 Name N/A
 Business Address N/A

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

General Contractor*: JM PACIFIC CONSTRUCTION LLC Phone: (808) 635-2766
 Name P. O. Box 3890
 Business Address Lihue, Hawaii 96766

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

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

Proposed
 Recorded - Bureau of Conveyances: Document No. 2005-008132
Book _____ Page _____
 Filed - Land Court: Document No. _____

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

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

The Condominium Map for this condominium project is:

Proposed
 Recorded - Bureau of Conveyances Condo Map No. 3915
 Filed - Land Court Condo Map No. _____

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

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

The Bylaws for this condominium are:

Proposed
 Recorded - Bureau of Conveyances: Document No. 2005-008133
Book _____ Page _____
 Filed - Land Court: Document No. _____

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

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

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

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

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

| | <u>Minimum Set by Law</u> | <u>This Condominium</u> |
|-----------------------------|-------------------------------|-------------------------|
| Declaration (and Condo Map) | 75%* | <u>100%</u> |
| Bylaws | 65% | <u>100%</u> |
| House Rules | --- | <u>N/A</u> |

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

Developer has also reserved the right to determine which apartment in the Project has the ability to construct the guest house.

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: 6562 Kipapa Road Tax Map Key (TMK): (4) 4-4-002-130
Kapaa, Hawaii 96746

Address TMK is expected to change because _____

Land Area: 4.22 square feet acre(s) Zoning: Agriculture

Fee Owner: MARGARET C. LIVINGSTON
Name
301 Indian Peaks Trail West
Address
Lafayette, Colorado 80026

Lessor: N/A
Name
Address

C. **Buildings and Other Improvements:**

1. New Building(s)
 Conversion of Existing Building(s)
 Both New Building(s) and Conversion
2. Number of Buildings: 2 Floors Per Building: 1
 Exhibit _____ contains further explanations.
3. Principal Construction Material:
 Concrete Hollow Tile Wood
 Other Metal posts and shade cloth
4. Uses Permitted by Zoning:

| | <u>No. of Apts.</u> | <u>Use Permitted By Zoning</u> | |
|---|-------------------------|---|-----------------------------|
| <input type="checkbox"/> Residential | _____ | <input 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 checked="" type="checkbox"/> Agricultural | _____ | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Recreational | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input checked="" type="checkbox"/> Other: <u>Sheds</u> | <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

*NOTE: The subject property is within the State Land Use District and is zoned Agricultural by the County of Kauai. "Farm Dwellings" and other structures appropriate to agricultural usage are permitted, subject to certain guidelines. See the disclosures on Page 20 of this Final Public Report.

5. Special Use Restrictions:

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

[] Pets: _____

[] Number of Occupants: _____

[X] Other: See Exhibit "E" attached hereto.

[] 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&B | 2 | 0/0 | 0 | 20 | shed |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

Total Number of Apartments: 2

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

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

Boundaries of Each Apartment: Perimeter wall to perimeter wall, floor to exterior of roof.

Permitted Alterations to Apartments: Any alterations permitted by law.

Apartments Designated for Owner-Occupants Only:

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

*The limited common element for each apartment provides for ample parking for two cars.

7. Parking Stalls:

Total Parking Stalls: 4*

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

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.

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):

N/A

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 | <u>X</u> | _____ | _____ |
| Structures | <u>X</u> | _____ | _____ |
| Lot | <u>X</u> | _____ | _____ |

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

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

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

D. Common Elements, Limited Common Elements, Common Interest:

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

described in Exhibit A.

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit A.

as follows:

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

described in Exhibit _____.

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

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

Exhibit B describes the encumbrances against the title contained in the title report dated February 28, 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 | The underlying mortgage is superior to and takes precedence over the sales contract. If the Developer defaults, Buyer shall lose its option to purchase and Buyer's deposit will be refunded, less any escrow cancellation fee. |

F. **Construction Warranties:**

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

1. Building and Other Improvements: None.

2. Appliances: None.

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

Construction is complete. Apartments A and B received final building approval on February 4, 2004.

H. **Project Phases:**

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

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

IV. CONDOMINIUM MANAGEMENT

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

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

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

not affiliated with the Developer the Developer or 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 _____ contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

Maintenance fees have not yet been established for this Project. See page 20 of this Public Report for further information.

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 C contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated January 12, 2005
Exhibit D contains a summary of the pertinent provisions of the escrow agreement.
- Other Specimen Apartment Conveyance

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

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

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. 5623 filed with the Real Estate Commission on March 10, 2005.

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

YELLOW paper stock

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C. **Additional Information Not Covered Above**

Agricultural Uses and Farm Dwellings.

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

Purchasers should be aware that Chapter 205, Hawaii Revised Statutes ("H.R.S."), does not authorize residential dwellings as a permissible use in an agricultural use district, unless the dwelling is related to an agricultural activity or is a "farm dwelling". The term "farm dwelling" is defined in H.R.S. Chapter 205-4.5(a)(4) as a "single family dwelling located on and used in connection with a farm, including clusters of single-family dwellings permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling." The penalty for violation of H.R.S. Section 205-4.5, is a fine of not more than \$5,000. If any person who is cited for a violation of the law fails to remove the violation within six months of such citation and the violation continues, such person is subject to a citation for a new and separate violation. There shall be a fine of not more than \$5,000 for any additional violation.

Maintenance Fees.

Maintenance fees for this project have not been established at this time. In the event the Developer elects to establish maintenance fees prior to entering into a binding contract for the sale of an apartment in this project, Developer shall: (1) submit to the Real Estate Commission a duly executed Disclosure Abstract identifying such maintenance fees; and (2) provide a copy of the Disclosure Abstract to the Purchaser together with a copy of this Public Report.

Reserve Study.

Developer discloses that no reserve study was done in accordance with Chapter 514-A-83.6, HRS, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Sale of Apartments.

The Developer has no plans to sell the apartments in the project at this time and is not prepared to make any current offerings of sale. When the Developer begins selling or offers to sell, the Developer will use a real estate broker for the sale of an apartment, prior to entering into a binding contract for such 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.

Wastewater System.

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

Separate Metering of Utilities.

Each apartment shall be metered separately to determine the use by the apartment of utilities, including electricity, water and sewerage. The cost of the meter installation for an individual apartment and metered utilities therefor shall be paid by the owners of each such apartment. Initially, however, each unit shall be serviced by a single water meter with sub-meters installed. Each owner shall be responsible for paying his or her proportionate share of water usage upon receipt of an invoice for the same. Developer reserves the right to add an additional meter, to create easements therefor and to charge the benefitted party for the expense thereof.

- 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.

MARGARET C. LIVINGSTON
 Printed Name of Developer

By:  November 1, 2004
 Duly Authorized Signatory Date

MARGARET C. LIVINGSTON, Developer
 Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

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

EXHIBIT "A"

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

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

A. All of the land, in fee simple.

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

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

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

A. That portion of the Land which is designated as Limited Common Element A, being 2.22 acres in area, is reserved for the exclusive use of Unit A for the support of the buildings and other improvements comprising Unit A, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes. The Limited Common Element for Unit A is shown on the Condominium Map and described in the following attachment prepared by Peter N. Taylor, Licensed Professional Land Surveyor.

B. That portion of the Land which is designated as Limited Common Element B, being 2.00 acres in area, is reserved for the exclusive use of Unit B for the support of the building and other improvements comprising Unit B, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes. The Limited Common Element for Unit B is shown on the Condominium Map and described in the following attachment prepared by Peter N. Taylor, Licensed Professional Land Surveyor.

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

UNIT 'A'

“Abrew Estates Condominium”
Portion of Lot 160-A-2-C, Portion of Lot 160
Kapaa Homesteads, Second Series
Portion of Land Patent Grant 8346 to William Rodrigues
Kapaa, Kawaihau, Kauai, Hawaii

Beginning at the South West corner of this Unit A, being also the South West corner of Lot 160-A-2-C, the coordinates of said point of beginning referred to Government Survey Triangulation Station “NONOU” being 4,496.16 feet North and 5,517.37 feet West thence running by azimuths measured clockwise from true South:

1. 220° 27' 275.86 feet along Lot 160A-1;
2. 187° 30' 93.66 feet along Lot 160A-1;
3. 216° 36' 468.28 feet along Lot 160A-1;
4. 298° 21' 191.35 feet along Unit B;
5. 28° 21' 213.46 feet along Lot 160A-2-D;
6. 290° 08' 9.18 feet along Lot 160A-2-D;
7. 31° 30' 200.29 feet along Lot 160A-2-D;
8. 121° 30' 232.53 feet along Lot 160A-2-B;
9. 36° 36' 63.00 feet along Lot 160A-2-B;
10. 7° 30' 94.20 feet along Lot 160A-2-B;
11. 40° 27' 284.16 feet along Lot 160A-2-B;
12. 144° 54' 15.49 feet along the northerly side of Kipapa Road to the
point of beginning and containing an area of 2.22 acres.

Subject However to: A Non- exclusive Easement as shown on the condominium map being a Vehicular and Pedestrian ingress & egress and also for Utility purposes in favor of Unit 'B'.

Together with: Easements as shown in recorded document 96-122633.



Peter N. Taylor
Peter N. Taylor 02.08.04 Expires 04/04
Licensed Professional Land Surveyor
Certificate No. 9149

UNIT 'B'

"Abrew Estates Condominium"
Portion of Lot 160-A-2-C, Portion of Lot 160
Kapaa Homesteads, Second Series
Portion of Land Patent Grant 8346 to William Rodrigues
Kapaa, Kawaihau, Kauai, Hawaii

Beginning at the North West corner of this Unit 'B', being also the North West corner of Lot 160-A-2-C, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 5,617.15 feet North and 7,968.05 feet West thence running by azimuths measured clockwise from true South:

1. 299° 41' 332.00 feet along Lot 164;
2. 28° 21' 419.00 feet along Lot 160-A-2-D;
3. 118° 21' 191.35 feet along Unit A;
4. 216° 36' 231.74 feet along Lot 160A-1;
5. 166° 59' 263.00 feet along Lot 160A-1 to the point of beginning and containing an area of 2.00 acres;

Together with the following:

- (1) A Non- exclusive Easement as shown on the condominium map for Vehicular and Pedestrian ingress and egress and also for utility purposes affecting Unit 'A'.
- (2) Easements as shown in recorded document 96-122633.



Peter N. Taylor
Expires 09/04
Peter N. Taylor 02 08 04 Month/Year
Licensed Professional Land Surveyor
Certificate No. 9149

END OF EXHIBIT "A"

EXHIBIT "B"

ENCUMBRANCES AGAINST TITLE

1. Any and all Real Property Taxes that may be due and owing for Tax Key No. (4) 4-4-002-130, area assessed 4.220 acres. A prospective purchaser is encouraged to contact the Director of Finance, County of Kauai, Real Property Tax Division, for the most current information regarding Real Property Taxes.

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

INSTRUMENT: FARM DWELLING AGREEMENT

DATED : July 26, 1988
RECORDED : Liber 22250 Page 1

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

INSTRUMENT: FARM DWELLING AGREEMENT

DATED : June 24, 1989
RECORDED : Liber 23365 Page 658

4. DESIGNATION OF EASEMENT "A"

PURPOSE : access and utility
SHOWN : on subdivision map prepared by Cesar C. Portugal, Registered Land Surveyor, dated January 11, 1996, being more particularly described in instrument dated August 3, 1996, recorded as Document No. 96-122633.

5. RIGHT OF ENTRY

TO : CITIZENS UTILITIES COMPANY, a Delaware corporation
DATED : October 4, 1995
RECORDED : Document No. 96-071502

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

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

INSTRUMENT : DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

DATED : August 3, 1996
RECORDED : Document No. 96-122633

Said Declaration was amended by instruments dated July 9, 2003, recorded as Document No. 2003-202109, and instrument dated November 5, 2003, recorded as Document No. 2004-102660.

7. PURCHASE MONEY MORTGAGE

MORTGAGOR : MARGARET C. LIVINGSTON, unmarried
MORTGAGEE : MAGGIE BETH ARRUDA, unmarried
DATED : September 11, 2003
RECORDED : Document No. 2003-202111
AMOUNT : \$197,000.00

ABOVE MORTGAGE AMENDED BY INSTRUMENT

DATED : January 12, 2005
RECORDED : Document Nos. 2005-014871 and 2005-014872
RE : incorporation of Exhibit "A" attached thereto

REVOCATION AND CANCELLATION OF RELEASE OF MORTGAGE, dated November 11, 2004, recorded as Document Nos. 2004-240420 and 2004-240421; re: above mortgage was released by instrument dated June 24, 2004, recorded as Document No. 2004-157994, however, the aforesaid Release was inadvertently and erroneously recorded.

8. WAIVER AND RELEASE

DATED : January 16, 2004
RECORDED : Document No. 2004-018249
BY : Margaret C. Livingston
WITH : the Building Division of the Department of
Public Works of the County of Kauai
RE : project

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

INSTRUMENT: FARM DWELLING AGREEMENT

DATED : May 10, 2004
RECORDED : Document No. 2004-103680
PARTIES : ROBERT W. ABREW and the COUNTY OF KAUAI PLANNING
DEPARTMENT

10. 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 OF ABREW
ESTATES CONDOMINIUM

DATED : November 1, 2004
RECORDED : Document No. 2005-008132
MAP : Condominium Map No. 3915

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

INSTRUMENT : BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS

DATED : November 1, 2004
RECORDED : Document No. 2005-008133

12. NOTICE OF DEDICATION

DATED : January 12, 2005
RECORDED : Document No. 2005-009077
RE : dedication of land for agricultural use purposes
PERIOD : for a minimum period of ten or twenty years

END OF EXHIBIT "B"

EXHIBIT "C"

SUMMARY OF SALES CONTRACT

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

Among other things, the DROA:

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

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

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

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

By Buyer:

- A. Seller may bring an action against Buyer for breach of contract;
- B. Seller may retain Buyer's deposit(s) as liquidated damages;
- C. Buyer shall be responsible for all expenses incurred.

By Seller:

- A. Buyer may bring an action against Seller for breach of contract;
- B. Buyer may bring an action compelling Seller for perform under contract;
- C. Seller shall be responsible for all expenses incurred.

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

5. Allocation of payment of closing costs.

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

END OF EXHIBIT "C"

EXHIBIT "D"

SUMMARY OF ESCROW AGREEMENT

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

1. That Title Guaranty Escrow Services, Inc., is the Escrow Agent.
2. That, upon execution of a sales contract, the Developer shall deliver all money received to the Escrow Agent.
3. That no money will be released by the Escrow Agent until the Real Estate Commission has issued an effective date for a Final Public Report.
4. That Buyer shall receive all public documents relating to the Project.
5. That a Buyer's money shall be returned to him if he exercises certain rights he may have to cancel his sales contract as provided by law, if that is his wish, or if the Seller is unable to provide title to the apartment.
6. That, upon the Seller providing good title to the apartment, the Buyer's money shall be turned over to the Seller.
7. That the Escrow Agent will record with the State of Hawaii all documents requiring such.
8. That, if the Buyer is unable to perform and has money on deposit with Escrow Agent, these monies will be turned over to the Seller.

END OF EXHIBIT "D"

EXHIBIT "E"

R-38

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

AUG 27, 1996 08:01 AM

Doc No(s) 96-122633

/s/ CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES ✓

LAND COURT SYSTEM

AFTER RECORDATION, RETURN BY: MAIL (X) PICKUP ()

SHIRAISHI & MURASHIGE
P O BOX 1246
LIHUE HI 96766

11-376117-C

AS

TITLE OF DOCUMENT:

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

PARTIES TO DOCUMENT:

Declarant: MAGGIE BETH ARRUDA

PROPERTY DESCRIPTION:

LIBER/PAGE:

DOCUMENT NO.:
TRANSFER CERTIFICATE OF
TITLE NO(S):

RKM/ve 873-702

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MAGGIE BETH ARRUDA, whose mailing address is 1238 Pine Valley Road, New Bern, North Carolina 28560, hereinafter called "Declarant," is the owner of all that certain parcel of land situate at Kapaa, Kawaihau, Kauai, Hawaii, known as the Arruda Subdivision, being Lots 160-A-2-A to 160-A-2-F, inclusive, containing a total area of approximately 16.06 acres, as described in Exhibit "A" attached hereto and incorporated herein by reference and consisting of six (6) agricultural residential lots and one (1) roadway reserve roadway lot; and,

WHEREAS, Declarant intends to develop, sell and convey Lots 160-A-2-A to 160-A-2-F, for agricultural use and desires to impose upon said lots mutual and beneficial easements, restrictions, covenants and conditions under a plan of development and improvement for the benefit of all agricultural lots in said Arruda Subdivision;

NOW, THEREFORE, Declarant does hereby declare that Lots 160-A-2-A to 160-A-2-F, inclusive, of said Arruda subdivision, exclusive of roadway reserve lot shown thereon, are and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following declarations:

ARTICLE I
RESTRICTIONS

1. Farm Dwelling. All lots shall be utilized for agricultural purposes as specified below. Each lot owner shall enter into a Farm Dwelling Agreement with the County of Kauai. Only one, detached, single-family dwelling, with no more than one out building, shall be erected on each lot, or as otherwise specified in said Farm Dwelling Agreement. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family farm dwelling containing a floor area, exclusive of open porches, garages and carports, of not less than 800 square feet; and no dwelling shall exceed two stories in height. Construction of residential improvements shall comply with all governmental laws, rules and regulations. Insofar as reasonable, construction shall be with non-reflective materials and nature color tones.

2. Size and Height of Buildings. Single family farm dwellings shall contain at least 800 sq. ft. of living space, exclusive of any garage, carport, outside porch, or outbuilding. Building height shall not exceed 30 feet and shall be restricted to a two-story structure.

3. Location of Structures. All structures shall be constructed outside of the 100 Year Flood Setback Line, as shown on the Final Subdivision Map, with any and all approved amendments. Said map shall be that on file at the Planning Department, County of Kauai.

4. Used Construction Materials and Buildings. No used or secondhand lumber or other material shall be used or incorporated in the construction of any improvements on any lot, nor shall there be place or maintained upon any lot any used buildings which have been moved from another location.

5. Roofing Material. The use of the following types of roofs is prohibited: (1) Mineral surfaced asphalt felt roll roofing, and (2) corrugated metal roofing. This prohibition shall apply to all lots except for Lot 160 A-2-A which currently contains two dwellings, one of which has a corrugated metal roofing. In the event that the corrugated metal roofing on said dwelling on Lot 160-A-2-A is replaced, excluding minor repairs, said replacement roofing must comply with the provisions of this section.

6. Outbuildings. An outbuilding constructed on a lot must conform in architectural style and in the external construction materials employed to the single-family farm dwelling constructed on such lot.

7. Geodesic Domes. No geodesic dome type improvements or dwelling shall be allowed.

8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. Maintenance of Lot. The owner of each lot shall at all times maintain said lot in a good, neat and clean condition so as to prevent it from becoming overgrown with grass and weeds, unsightly, unsanitary or a hazard to health. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. Laundry facilities and any service or utility area, include any area for hanging clothes, shall be adequately screened from the public road

10. Temporary Structures. No temporary building, structures, outhouses, sheds, tents or trailers or any kind shall be erected, altered or permitted to remain on any lot. Temporary structures or trailers may be erected or placed on any land during the period of construction for use as a construction office and supply shelter, but in no event as a residence. The temporary construction structures or trailers shall remain upon the land only during the period of construction of permanent improvements thereon and must be removed within 30 days after

completion of such construction. Any surplus material from construction must be removed within that 30 days.

11. Animals, livestock and poultry. Notwithstanding the provisions set forth herein, neither pigs nor bees shall be raised, bred, or kept on any lot.

12. Television or Radio Tower. No television or amateur radio tower shall be erected, maintained or operated on any lot. Standard television antennas are permitted to be installed on single-family farm dwellings.

13. Lot Construction. No part of any lot shall be filled, excavated or otherwise altered as to grade in such manner as to adversely affect drainage of any adjoining lot.

14. Agricultural uses. Pursuant to Act 199, Session Laws of Hawaii 1976, the use of the subject lots shall be primarily in pursuit of agricultural activities and only for those uses permissible in an agricultural district as contained in Chapter 205, Hawaii Revised Statutes, as amended, which provides as follows:

Section 205-4.5. Permissible uses within agricultural districts.

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

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

(2) Game and fish propagation;

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

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

Farm dwelling as used in this paragraph means a single-family dwelling located on an used in connection with a farm, including clusters of single-family farm dwellings

permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling;

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

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

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

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

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

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

(11) Agricultural parks; or

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

All of the restrictive covenants and conditions contained herein shall run with the land until such time as the land is reclassified to a Land Use District other than Agriculture.

Any violation of these restrictive covenants and conditions shall be subject to a citation and a fine of not more than \$5,000.00 pursuant to Chapter 205, Hawaii Revised Statutes, as amended.

ARTICLE II
EASEMENTS AND RESTRICTIONS ON ACCESS

1. Easement Within Lots. Lots 160-A-2-B and 160-A-2-C are subject to Easement A, as is shown on the map attached hereto as Exhibit B and more particularly described in Exhibit C attached hereto and incorporated herein by reference. Easement A is declared to be a perpetual easement for utility purposes and for ingress and egress over, under and across the easement premises in favor of Lots 160-A-2-B and 160-A-2-C.

Lots 160-A-2-E and 160-A-2-F are subject to Easement B, as is shown on the map attached hereto as Exhibit B and more particularly described in Exhibit D attached hereto and incorporated herein by reference. Easement B is declared to be a perpetual easement for utility purposes and for ingress and egress over, under and across the easement premises in favor of Lots 160-A-2-C, 160-A-2-D, 160-A-2-B and 160-A-2-F.

Lot 160-A-2-E is subject to Easement C, as is shown on the map attached hereto as Exhibit B and more particularly described in Exhibit E attached hereto and incorporated herein by reference. Easement C is declared to be a perpetual easement for utility purposes and for ingress and egress over, under and across the easement premises in favor of Lots 160-A-2-C and 160-A-2-D.

Lot 160-A-2-D is subject to Easement D, as is shown on the map attached hereto as Exhibit B and more particularly described in Exhibit F attached hereto and incorporated herein by reference. Easement D is declared to be a perpetual easement for utility purposes and for ingress and egress over, under and across the easement premises in favor of Lot 160-A-2-C.

Lot 160-A-2-F is subject to Easement E, as is shown on the map attached hereto as Exhibit B and more particularly described in Exhibit G attached hereto and incorporated herein by reference. Easement E is declared to be a perpetual easement for utility purposes and for ingress and egress over, under and across the easement premises in favor of Lots 160-A-2-C, 160-A-2-D, 160-A-2-E, 160-A-2-F and Lot F-159-A.

Easements B and E are declared to be perpetual easements for utility purposes and for ingress and egress over, under and across the easement premises in favor of Lot F-159.

2. Utilities. All utility service lines within said Arruda Subdivision shall be installed underground, except for locations which overhead utility lines currently exist and the flagpole portion of Lot 160-A-2-D.

a. Declarant's Right of Dedication. Notwithstanding that all of the Lots in the Subdivision may have been sold, all easements, including but not limited to purposes of access, installation and maintenance of utilities, drainage facilities, and entry areas for subdivision signs, as shown on the File Plan or described herein, are reserved for the purpose and benefit of the Subdivision and for dedication by the Declarant, although the Declarant shall be under no obligation to so dedicate.

ARTICLE III GENERAL PROVISIONS

1. Binding Nature of Declaration. Each and all of the foregoing covenants and restrictions shall run with the land, and jurisdiction may be taken in equity at suit of the Declarant, her successors or assigns, or of any other grantee of any of said lots within said subdivision, to restrict or prevent by injunction, mandatory or restraining, any violation of any of said covenants upon the part of any lot owner to be observed and performed, without prejudice to the right of the Declarant, her successors or assigns, or any other grantee, to adopt or pursue any other remedy thereafter for the same breach or failure, or for any subsequent breach or failure, or to take any action to recover damages for any such breach or failure.

No deed, mortgage, lease or other instrument of conveyance affecting any agricultural lot of the Arruda Subdivision shall be made or delivered unless such deed, mortgage, lease or other instrument of conveyance shall contain or be subject to the same restrictive covenants as in this Declaration set forth, including this covenant.

2. Remedies for Violation of Declaration. For any violation or threatened violation of this Declaration or any covenants and provisions herein, the Declarant and all present and future owners of or parties interested in any of the lots in the subdivision aforesaid or any part thereof and their heirs and assigns shall have a remedy against the offending party by action for damages, suit for injunction, mandatory or restraining, or any other remedy, without prejudice to the right of any other member or members to adopt or pursue the same or for any subsequent violation or threatened violation.

3. Duration of Restrictive Covenants. The covenants herein shall run with the land and be binding on all lot owners in the Arruda Subdivision, their respective heirs, successors, assigns, and all persons claiming under them, for a period of thirty (30) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

4. Amendments. The covenants, agreements, conditions, reservation, restrictions, and charges created and established herein may be waived, terminated, or modified with the written consent of all the owners of the Arruda Subdivision, provided that such modification or change is not violative of any governmental rule, law, or regulation, nor violative of any condition imposed upon the grant of subdivision approval by the County of Kauai. Anything to the contrary contained herein notwithstanding, the Declarant may amend the provisions of this Declaration without the consent of any Lot Owner for any purpose, including but not limited to conforming the provisions hereof to any governmental rule, law, or requirement, The Declarant's right to amend the provisions of this Declaration shall terminate upon the completion of all subdivision improvements and the approval and acceptance thereof by the County of Kauai.

5. Acceptance. The acceptance of a deed by the Declarant shall constitute an acceptance of all the terms, conditions, limitations, restrictions, and uses to which the property herein conveyed is made.

6. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants, which shall remain in full force and effect.

7. No Effect on Road Lots. The covenants herein shall not be applicable to any roadway reserve lots, nor to all or any portion of a lot which may here after be used for public road purposes, or which may be sold or conveyed to any public utility for public utility purposes or to the County of Kauai or the State of Hawaii for public purposes.

8. Captions. All captions in this Declaration are for convenience only and do not in any way limit or amplify the provisions hereof.

9. Gender and Number. The use of any gender herein shall include all genders, and the use of any number shall be construed as singular or plural, as the paragraph may require.

10. General Plan. All of the foregoing restriction are intended to constitute a general plan for the development and improvement and sale of said lots, and are established for the purpose of enhancing and protecting the value, desirability, attractiveness and quality of the development as a whole and each of said lots therein.

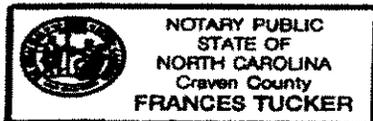
11. Covenants Running With the Land. All of the foregoing are also covenants running with the land at law as well as in equity and are binding upon and inure to the benefit of the successors and assigns of the Declarant and all present and future persons owning or having an interest in any of said lots or a part thereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the _____ day of AUG 3 1996, 19_____.

Maggie Beth Arruda
MAGGIE BETH ARRUDA

STATE OF NORTH CAROLINA)
COUNTY OF Craven) ss.

On this 3rd day of Aug, 1996, before me personally appeared MAGGIE BETH-ARRUDA, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



Frances Tucker
Notary Public In and For Said
County and State

My Commission expires:
11-07-2000

Exhibits "A" through "G" have been purposely omitted. For legal descriptions of the lots and easements in this subdivision, please obtain a full copy of this document from the project developer.

E4



R-744 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
SEP 19, 2003 08:01 AM
Doc No(s) 2003-202109



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$219.00

24 1/3 23

LAND COURT SYSTEM REGULAR SYSTEM
AFTER RECORDATION, RETURN BY: MAIL PICKUP ()

SHERMAN SHIRAISHI
2970 KRESS ST
LIHUE HI 96766

TG: 2003 12821 A
TGE: A3401 0419 RS ①
②4 pages Warren Takabayashi

TITLE OF DOCUMENT:

AMENDMENT OF DECLARATION OF EASEMENTS, COVENANTS AND
RESTRICTIONS FOR ARRUDA SUBDIVISION AND CONSENTS

PARTIES TO DOCUMENT:

Owner: MAGGIE B. ARRUDA
1238 PineValley Rd., New Bern, NC 28560

PROPERTY DESCRIPTION:
TMK: 4-4-8-23, 4-4-2-100-1 & 2,
4-4-2-129, 130, 131, & 132 (4)

LIBER/PAGE:

DOCUMENT NO.: 96-122633
TRANSFER CERTIFICATE OF
TITLE NO(S):

SS/vc 0873-602

AMENDMENT OF DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR ARRUDA SUBDIVISION AND CONSENTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MAGGIE BETH ARRUDA, unmarried, was the owner of certain land more fully described as follows:

All those certain parcels of land situated at Kapaa, Kawaihau, Island and County of Kauai, Hawaii, being a subdivision of Lot 160-A-2, and a portion of the Kapaa Homesteads Second Series, being Lots 160-A-2-A through 160-A-2-F, of that subdivision known as ARRUDA SUBDIVISION, more particularly described in Exhibit "A", respectively, attached hereto and made a part hereof;

WHEREAS, Easements, Covenants and Restrictions were established for Arruda Subdivision, a true copy of which is attached hereto as Exhibit "B" and made a part hereof;

WHEREAS, By virtue of Article III, Paragraph 4 of said Declaration of Easements, Covenants and Restrictions, power and authority to amend and change the Covenants and Restrictions relating to Arruda Subdivision is vested in all the owners of lots in said subdivision;

WHEREAS, There are 6 lots comprising the Arruda Subdivision, namely Lots 160-A-2-A, 160-A-2-B, 160-A-2-C, 160-A-2-D, 160-A-2-E, and 160-A-2-F;

WHEREAS, All of the owners of the 6 parcels have consented to the proposed Amendment to the Declaration of Easements, Covenants and Restrictions of Arruda Subdivision;

NOW, THEREFORE, In view of the aforesaid power of amendment and change of said Declaration of Easements, Covenants and Restrictions and the consent of all lot owners in Arruda Subdivision, Article I, Paragraph 1 of said Declaration of Easements, Covenants and Restrictions is hereby amended by deleting the restriction of only one, detached, single-family dwelling, with no more than one out building, shall be erected on each lot, and shall read as follows:

1. Farm Dwelling. All lots shall be utilized for agricultural purposes as specified below. Each lot owner shall enter into a Farm Dwelling Agreement with the County of Kauai. Construction of residential improvements shall comply with all governmental laws, rules and regulations. Insofar as reasonable, construction shall be with non-reflective materials and nature color tones.

IN WITNESS WHEREOF, the undersigned has executed these presents this 9th day of July, 2003.

[Signature]
Jimmy Johnson Trustee, Unit A of
Lot 160-A-2-A, TMK 4-4-4-2-100-1

[Signature]
Terrie D. Johnson Trustee, Unit A of
Lot 160-A-2-A, TMK 4-4-4-2-100-1

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 9th day of JULY, 2003, before me personally appeared the above named persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

[Signature]
Notary Public, State of Hawaii
JAMES M. MARTIN

My Commission expires: 11-18-2005

L.S

IN WITNESS WHEREOF, the undersigned has executed these presents
this 28 day of May, 2003.

Debra G Siebert
Debra G. Siebert, owner of Unit B of
Lot 160-A-2-A, TMK 4-4-4-2-100-2

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 28 day of May, 2003, before me
personally appeared the above named persons described in and who
executed the foregoing instrument and acknowledged that they
executed the same as their free act and deed.

Christy L. P. Keale
Notary Public, State of Hawaii
CHRISTY L. P. KEALE
My Commission expires: 4/22/05

L.S.

IN WITNESS WHEREOF, the undersigned has executed these presents this 1st day of February, 2003.

Maggie Beth Arruda
MAGGIE BETH ARRUDA, owner of
Lots 160-A-2-C, D, and E

STATE OF NORTH CAROLINA)
COUNTY OF Crawford) : ss.

On this 1st day of Feb., 2003, before me personally appeared MAGGIE B. ARRUDA,

_____ who is personally known to me
 whose identity I proved on the basis of NC DL
_____ whose identity I proved on the oath/affirmation of _____
_____, a credible witness;

who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Amy E. Goff
Name: Amy E. Goff
Notary Public, State of North Carolina

My Commission expires: 09-01-2007

Exhibits "A" through "G" have been purposely omitted. For legal descriptions of the lots and easements in this subdivision, please obtain a full copy of this document from the project developer.

AG
NP



R-618

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
MAY 21, 2004 08:01 AM

Doc No(s) 2004-102660



IS/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

20 1/1 Z3

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return by: Mail

Pickup

Title Guaranty Escrow
Lihue Branch
4414 Kukui Grove St. #104
Lihue, HI 96746

TG: 341434A
TGE: A3-401-0419
Tanya L. Chytka

RS

10 pgs

TYPE OF DOCUMENT:

**SECOND AMENDMENT TO DECLARATION OF
EASEMENT, COVENANTS AND RESTRICTIONS FOR
ARRUDA SUBDIVISION**

PARTIES TO DOCUMENT:

Owners of Lot 160-A-2-A, Unit A:

JIMMY JOHNSON, Trustee of that certain unrecorded
declaration of trust known as the Jimmy Johnson Trust,
dated July 3, 2002, and TERRIE D. JOHNSON, Trustee
of that certain unrecorded declaration of trust known as
the Terrie D. Johnson Trust, dated July 3, 2002

Owner of Lot 160-A-2-A, Unit B:

DEBRA G. SIEBERT, unmarried

Owner of Lot 160-A-2-C:

MARGARET C. LIVINGSTON, unmarried

Owner of Lot 160-A-2-D and E:

MAGGIE BETH ARRUDA, unmarried

Owner of Lot 160-A-2-F:

SHARON LYNN TOMAS, unmarried

TAX MAP KEY FOR PROPERTY:

(4) 4-4-8-23, 4-4-2-100-1 and 2; 4-4-2-130, 131 and 132

**SECOND AMENDMENT TO DECLARATION OF
EASEMENT, COVENANTS AND RESTRICTIONS FOR
ARRUDA SUBDIVISION**

This Second Amendment To Declaration Of Easement, Covenants and Restrictions For Arruda Subdivision is made this _____ day of _____, 2003, by JIMMY JOHNSON, Trustee of that certain unrecorded declaration of trust known as the Jimmy Johnson Trust, dated July 3, 2002, TERRIE D. JOHNSON, Trustee of that certain unrecorded declaration of trust known as the Terrie D. Johnson Trust, dated July 3, 2002, DEBRA G. SIEBERT, unmarried, MARGARET C. LIVINGSTON, unmarried, MAGGIE BETH ARRUDA, unmarried, and SHARON LYNN TOMAS, unmarried (collectively referred to as "Owners").

WHEREAS, Maggie Beth Arruda, was the original owner of certain land situated at Kapaa, Kawaihau, Island and County of Kauai, State of Hawaii, being a subdivision of Lot 160-A-2, and a portion of the Kapaa Homesteads Second Series, being Lots 160-A-2-A through 160-A-2-F of the subdivision know as Arruda Subdivision; and

WHEREAS, subsequent to the approval of the Arruda Subdivision, Lot 160-A-2-B was sold to Patrick L. Morita and Theresa Ann Morita, husband and wife, pursuant to that certain Warranty Deed dated March 25, 1996, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 96-045411; and

WHEREAS, after Lot 160-A-2-B was sold by Maggie Beth Arruda, Maggie Beth Arruda imposed certain restrictions on the five (5) remaining unsold lots, by that certain Declaration of Easements, Covenants and Restrictions dated August 3, 1996, and recorded in said Bureau as Document No. 96-122633; and

WHEREAS, the owners of Lot 160-A-2-B did not agree or sign said Declaration of Easements, Covenants and Restrictions; and

WHEREAS, said Declaration of Easements, Covenants and Restrictions erroneously included Lot 160-A-2-B; and

WHEREAS, the Owners of Lots 160-A-2-A, 160-A-2-C, 160-A-2-D, 160-A-2-E and 160-A-2-F desire to amend the Declaration to note that Lot 160-A-2-B is not subject to the Declaration of Easements, Covenants and Restrictions recorded as Document No. 96-122633; and

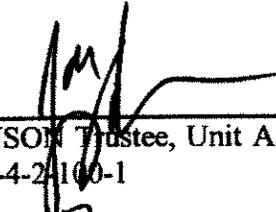
WHEREAS, by virtue of Article III, Paragraph 4 of said Declaration of Easements, Covenants and Restrictions, the power and authority to amend and change the Covenants and Restrictions relating to the Arruda Subdivision is vested in all the owners of lots in said subdivision.

NOW, THEREFORE, the Owners of Lots 160-A-2-A, 160-A-2-C, 160-A-2-D, 160-A-2-E and 160-A-2-F hereby further amend said Declaration of Easements, Covenants and Restrictions, to note that Lot 160-A-2-B is not subject to the covenants, conditions, restrictions, reservations, agreements, obligations and other provisions contained in said Declaration of Easements, Covenants and Restrictions dated August 3, 1996, and recorded in said Bureau as Document No. 96-122633.

The undersigned does hereby declare that in all respects, except as hereby amended, said Declaration of Easements, Covenants and Restrictions, as amended, is hereby ratified and confirmed and shall remain in full force and effect.

This Second Amendment To Declaration Of Easement, Covenants and Restrictions For Arruda Subdivision may be executed in counterparts. Each counterpart shall be executed by one or more of the parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

IN WITNESS WHEREOF, the undersigned has executed these presents this _____ day of _____, 2003.



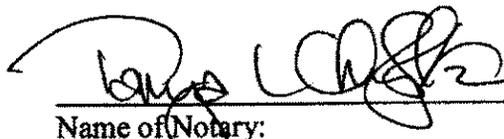
JIMMY JOHNSON Trustee, Unit A of Lot 160-A-2-A, TMK 4-4-4-2-100-1



TERRIE D. JOHNSON Trustee, Unit A of Lot 160-A-2-A, TMK 4-4-4-2-100-1

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 16th day of March, 2004, before me personally appeared JIMMY JOHNSON, Trustee of that certain unrecorded declaration of trust known as the Jimmy Johnson Trust, dated July 3, 2002, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as said Trustee.



Name of Notary:
Notary Public, State of Hawaii.

My commission expires: TANYA L. CHYTKA
~~Expiration Date: May 23, 2007~~

LS

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 17th day of May, 2004, before me personally appeared TERRIE D. JOHNSON, Trustee of that certain unrecorded declaration of trust known as the Terrie D. Johnson Trust, dated July 3, 2002, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed as said Trustee.



Name of Notary:
Notary Public, State of Hawaii.

LS

My commission expires: TANYA L. CHYTKA
Expiration Date: May 23, 2007

IN WITNESS WHEREOF, the undersigned has executed these presents this _____ day of _____, 2003.

Debra G Siebert

DEBRA G. SIEBERT owner of Lot 160-A-2-A, Unit B, TMK 4-4-4-2-100-002

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 6th day of February, 2004, before me personally appeared DEBRA G. SIEBERT, to me known to ~~be the person~~ described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Tanya L. Chytka

Name of Notary:
Notary Public, State of Hawaii.

My commission expires: TANYA L. CHYTKA
~~Expiration Date: May 23, 2007~~

LS

IN WITNESS WHEREOF, the undersigned has executed these presents this 5 day of November, 2003.

Margaret C. Livingston

MARGARET C. LIVINGSTON, owner of Lot 160-A-2-C, TMK 4-4-4-2-130

STATE OF Colorado)
) SS:
COUNTY OF Boulder)

On this 5th day of November, 2003, before me personally appeared MAGARET C. LIVINGSTON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

CYNTHIA WOODRUFF
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 05/12/2007

Cynthia Woodruff

Name of Notary:
Notary Public, in and for said County and State.

My commission expires: 05/12/2007

My commission expires: 09-01-2007 ^{arr}

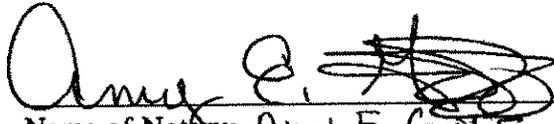
IN WITNESS WHEREOF, the undersigned has executed these presents this 31st day of January, 2003.

Maggie Beth Arruda
MAGGIE BETH ARRUDA owner of Lot 160-A-
2-D and E, TMK 4-4-2-131 and 132

STATE OF N.C)
COUNTY OF Crawford) SS:

On this 31st day of January, 2004, before me personally appeared MAGGIE BETH ARRUDA, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

see next page



Name of Notary: Amy E. Goff
Notary Public, in and for said County and State.

My commission expires: 09-01-2007

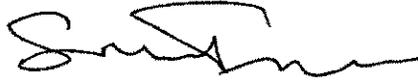
IN WITNESS WHEREOF, the undersigned has executed these presents this _____ day of _____, 2003.

SHARON LYNN TOMAS, owner of Lot 160-A-2-F, TMK 4-4-4-8-23

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this _____ day of _____, 20____, before me personally appeared SHARON LYNN TOMAS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

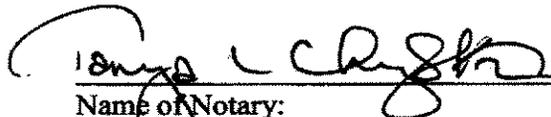
IN WITNESS WHEREOF, the undersigned has executed these presents this _____ day of _____, 2003.



SHARON LYNN TOMAS, owner of Lot 160-A-2-F, TMK 4-4-4-8-23

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 31st day of October, 2003, before me personally appeared SHARON LYNN TOMAS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



Name of Notary:
Notary Public, State of Hawaii.

My commission expires: TANYA L. CHYTKA
Expiration Date: May 23, 2007

LS

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: January 6, 2005

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: ABREW ESTATES
Condominium Project (207)
Tax Map Key: (4) 4-4-002: 130

The attorney for the above-mentioned condominium project has requested that this office, as an agency of the County of Kauai, review the project for compliance with all ordinances, codes, rules, regulations and other requirements of the County of Kauai, (Section 514 A-40 (b), (1), Hawaii Revised Statutes, subject to the disclosures and waivers (item "5" below) specified herein, we certify the following:

1. The developer has contracted engineer Peter Taylor to certify that the buildings on the proposed project referred to as Abrew Estates 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.

Senior Condominium Specialist
Abrew Estates Condominium
TMK: (4) 4-4-002: 130
January 6, 2005
Page two

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

If you have any questions, please contact Sheilah Miyake at (808) 241- 6677.

cc: Patrick Childs, Attorney at Law
Margaret Livingston, Project Developer