

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report as Exhibit "D" 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 of Kauai 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 of Kauai agencies to determine whether the Purchaser may build a residential dwelling, or any other type of structure, on the property.

- 1 There are presently one shade house and a dwelling in 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 apartment is designated a LIMITED COMMON ELEMENT and is not a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated area of the land comprising the limited common elements are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.
- 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 owners and emergency traffic, drainage facilities, etc., may not be provided, and services such as County street maintenance and trash collection may not be available for interior roads and driveways.

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

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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: Debra J. Boiser & Denny P. Boiser Phone: 808 822-5761
Name* (Business)
P. O. Box 185
Business Address
Anahola, Hawaii 96703

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):

Real Estate Broker*: Not Applicable Phone: _____
Name (Business)
Business Address

Escrow Title Guaranty Escrow Services, Inc. Phone: 808 245-3381
Name (Business)
4414 Kukui Grove, Ste. 104
Business Address
Lihue, Hawaii 96766

General Contractor*: Bittner Construction Phone: 808 822-4053
Name (Business)
P. O. Box 456
Business Address
Anahola, Hawaii 96703

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

Attorney for Developer: Curtis H. Shiramizu Phone: 808 823-9878
Name (Business)
4880 Pelehu Road
Business Address
Kapaa, Hawaii 96746

* 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.	2005-044484	
			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]:

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.	3955		
<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]:

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.	2005-044485	
			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]:

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>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>--</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:

1. Upon alteration of any apartments in the Project owned by the Developer, the Developer shall amend the Declaration and the Condominium Map in accordance therewith. Declaration, Sections 14.0 and 21.0.
2. Anytime prior to the first conveyance to a party other than Developer, and to file the "as-built" verified statement required by Section 514A-12, Hawaii Revised Statutes, the Developer can amend the Declaration, Bylaws and/or Condominium Map. Declaration, Section 20.0
3. Upon modification of the Project to comply with law, the Developer shall amend the Declaration, Bylaws, Condominium Map and Building/House Rules, if any, in accordance therewith. Declaration, Section 22.0.

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: 6611 Ku'ono Road Tax Map Key (TMK): (4) 4-9-14-001
Moloa'a, Kauai, Hawaii 96703

Address TMK is expected to change because _____

Land Area: 4.093 square feet acre(s) Zoning: Agriculture/Open

Fee Owner: Debra J. Boiser and Denny Pikalama Boiser
Name
P. O. Box 185
Address
Anahola, Hawaii 96703

Lessor: Not applicable
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: 3 Floors Per Building: 1 building has 2 floors
2 buildings have one floor
 Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood
 Other Shade cloth and metal posts

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	<u>2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	_____	<input 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: _____

[] Number of Occupants: _____

[X] Other: No timesharing, transient vacation rental or hotel use without approval of AOA

[] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: _____ Stairways: _____ Trash Chutes: _____

<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>
Agriculture	1	none	none	20	storage
Ag/Res	1	3/2	1550	333	detached storage
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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:

The boundaries of each apartment are determined by the legal description of the limited common element appurtenant to each apartment, which is attached to the Declaration, and as shown on the Condominium Map for the Project.

Permitted Alterations to Apartments:

Apartments may be altered in accordance with the Declaration, the Building Code, applicable Zoning and subdivision ordinances, and Building and House Rules, if any.

Apartments Designated for Owner-Occupants Only: Not Applicable

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 _____ elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls:	<u>2*</u>			
	<u>Regular</u> <u>Covered Open</u>	<u>Compact</u> <u>Covered Open</u>	<u>Tandem</u> <u>Covered Open</u>	TOTAL
Assigned (for each unit)	_____ <u>1</u> _____	_____ _____	_____ _____	_____
Guest	_____ _____	_____ _____	_____ _____	_____
Unassigned	_____ _____	_____ _____	_____ _____	_____
Extra for Purchase	_____ _____	_____ _____	_____ _____	_____
Other: _____	_____ _____	_____ _____	_____ _____	_____
Total Covered & Open:	<u>2</u>	<u>0</u>	<u>0</u>	<u>2</u>

Each apartment will have the exclusive use of at least 1* parking stall(s).

Buyers are encouraged to find out which stall(s) will be available for their use.

*Each apartment has ample area within its appurtenant limited common element for parking purposes.

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):

Pursuant to the Architect's Certification of Hedda Schmutz, sworn to on 2/14/05, the systems and components of the Project, including visible structural elements, appear to be in satisfactory condition for the stated age thereof.

No statement is made in regard to expected useful life.

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>	<u> </u>	<u> </u>
Structures	<u> X </u>	<u> </u>	<u> </u>
Lot	<u> X </u>	<u> </u>	<u> </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 "B".

as follows:

- 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 "C" describes the encumbrances against the title contained in the title report dated March 22, 2005 and issued by Island Title Corporation.

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	Buyer's interest may be terminated, in which event Buyer will be entitled to a refund of deposit, less an 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:**

The dwelling in Apartment 1 was completed in December of 1999; the storage structure in July 2004. Apartment 2 was completed in October of 2004.

H. **Project Phases:**

The developer [X] 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):

Pursuant to Paragraph 14.0 of the Declaration of Condominium Property Regime, the Developer has reserved the right to create one or more additional apartments from existing apartments it owns, as long as, among other things, the total common interest appurtenant to the newly created apartment(s) shall equal the common interest appurtenant to the original apartment, as set forth in Exhibit "B" to the Declaration.

A similar right is also reserved for the owner (other than the Developer) of an apartment, subject to compliance with Paragraph 14.0 of the Declaration and all Federal, State and County laws.

ALTHOUGH THE DECLARATION PROVIDES FOR THE MECHANISM TO DO THIS, THERE IS NO GUARANTY OR ASSURANCE THAT IT CAN BE DONE. THE PURCHASER ASSUMES THE FULL RISK IF, FOR ANY REASON, LEGAL OR OTHERWISE, ADDITIONAL APARTMENTS CANNOT BE SO CREATED. PURCHASER IS STRONGLY ADVISED TO CONSULT WITH ALL THE APPROPRIATE FEDERAL, STATE AND COUNTY GOVERNMENTAL AGENCIES WITH JURISDICTION OF THE FOREGOING AND OTHER MATTERS OF CONCERN PRIOR TO PURCHASE OF AN APARTMENT, AND BEFORE CONSTRUCTION.

PURCHASER IS ALSO ADVISED TO CAREFULLY REVIEW PARAGRAPH 14.0 OF THE DECLARATION IN ITS ENTIRETY AND PARAGRAPH C ON PAGE 20 OF THIS FINAL PUBLIC REPORT FOR ADDITIONAL INFORMATION.

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 ___"E"___ contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated March 22, 2005
Exhibit ___"F"___ contains a summary of the pertinent provisions of the escrow agreement.
- Other _____

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

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

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. 5673 filed with the Real Estate Commission on 4-27-05.

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C. Additional Information Not Covered Above

SUBJECT TO ALL EXISTING LAWS, THE DECLARATION AND THE OTHER PROJECT DOCUMENTS OF RECORD, OWNERS MAY CONSTRUCT ADDITIONAL STRUCTURES AND/OR IMPROVEMENTS WITHIN AN APARTMENT'S LIMITED COMMON ELEMENT LAND AREA OR ALTER EXISTING STRUCTURES AND/OR IMPROVEMENTS WITHIN THE LIMITED COMMON ELEMENT LAND AREA; PROVIDED, HOWEVER, THAT PURSUANT TO PARAGRAPH 7.0 OF THE DECLARATION, A DWELLING UNIT ALREADY EXISTS IN THE LIMITED COMMON ELEMENT APPURTENANT TO APARTMENT 1 AND THE OWNER OF APARTMENT 2 IS ENTITLED TO CONSTRUCT ONE "ADDITIONAL DWELLING UNIT", AS DEFINED IN THE COMPREHENSIVE ZONING ORDINANCE ("CZO") OF THE KAUAI COUNTY CODE. EACH OWNER IS SOLELY RESPONSIBLE FOR OBTAINING ALL REQUIRED GOVERNMENTAL APPROVALS AND PERMITS PRIOR TO ALTERATION OR CONSTRUCTION. SEE SECTION 21.0 OF THE DECLARATION.

THE PURCHASER SHOULD BE AWARE THAT THE LAND ON WHICH THE PROJECT IS LOCATED HAS BEEN DESIGNATED AGRICULTURE BY THE STATE OF HAWAII AND COUNTY OF KAUAI. EXCEPT AS LIMITED SPECIFICALLY BY THE PROJECT DOCUMENTS, ALL USES PERMITTED BY APPLICABLE STATE AND COUNTY LAWS, INCLUDING BUT NOT LIMITED TO, CHAPTER 205 OF THE HAWAII REVISED STATUTES AND ARTICLE 7 OF THE CZO, ARE PERMITTED. HOWEVER, THE PURCHASER MAY BE LIMITED TO CONSTRUCTING A FARM DWELLING AND MAY BE REQUIRED TO EXECUTE A FARM DWELLING AGREEMENT IN THE FORM ATTACHED HERETO AS **EXHIBIT "G"**, AS PART OF THE APPROVAL TO CONSTRUCT A DWELLING. A "FARM DWELLING" IS A SINGLE-FAMILY DWELLING LOCATED ON OR USED IN CONNECTION WITH A FARM, WHERE AGRICULTURAL ACTIVITY PROVIDES INCOME TO THE FAMILY OCCUPYING THE DWELLING. PURCHASER IS STRONGLY ADVISED TO INVESTIGATE THE PERMITTED USES AND RESTRICTIONS AND OTHER REQUIREMENTS APPLICABLE TO THE PROJECT AND THE APARTMENT TO ASCERTAIN WHETHER THE PURCHASER WILL BE ABLE TO LEGALLY USE THE APARTMENT IN THE MANNER PURCHASER INTENDS AND FOR THE PURPOSE THE APARTMENT IS BEING PURCHASED.

PURCHASERS ARE ADVISED THAT OWNERS WHO DEVELOP THEIR APARTMENTS OR PROPERTIES LATER THAN OTHERS IN THE PROJECT MAY FIND THAT LAND USE AND ZONING CHANGES OR INSUFFICIENT UTILITY CAPACITIES MAY THWART OR OTHERWISE AFFECT THEIR EXPECTATIONS. AS AN EXAMPLE, CURRENTLY, THE LAW PERMITTING THE CONSTRUCTION OF AN "ADDITIONAL DWELLING UNIT" AS DEFINED ABOVE ON AGRICULTURALLY ZONED LAND PURSUANT TO CZO SECTION 8-26.1 WILL BE REPEALED EFFECTIVE DECEMBER 31, 2006 AND, IF NOT EXTENDED, NO BUILDING PERMITS WILL BE ISSUED FOR AN ADDITIONAL DWELLING UNIT ON AGRICULTURALLY ZONED LAND AFTER THAT DATE. THE PURCHASER OF UNIT 2 SHOULD BE AWARE OF THIS POTENTIAL ZONING/LAND USE CHANGE. OWNERS SHALL ASSUME THE RISK OF CHANGES IN THE REQUIREMENTS FOR THE ISSUANCE OF THE GOVERNMENTAL APPROVALS TO CONSTRUCT DWELLINGS AND/OR IMPROVEMENTS IN ADDITION TO WHAT ALREADY EXISTS IN THE APARTMENT. PROSPECTIVE PURCHASERS ARE ADVISED TO CONSULT WITH THE APPROPRIATE KAUAI COUNTY AGENCY WITH JURISDICTION OF THE FOREGOING AND OTHER MATTERS OF CONCERN PRIOR TO PURCHASE OF AN APARTMENT AND BEFORE CONSTRUCTION.

THERE IS NO ASSURANCE THAT A PURCHASER WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL APARTMENT TO A RESIDENTIAL USE. THE PURCHASER SHOULD CONSULT WITH THE APPROPRIATE COUNTY AGENCY TO DETERMINE WHETHER THE PURCHASER MAY BUILD A RESIDENTIAL DWELLING OR ANY OTHER TYPE OF STRUCTURE OR IMPROVEMENT ON THE PROPERTY PRIOR TO PURCHASE OF AN APARTMENT.

THE PROPERTY ON WHICH THE PROJECT IS LOCATED HAS BEEN DEDICATED TO AGRICULTURAL USE WITH THE COUNTY OF KAUAI. FAILURE TO CONTINUE AGRICULTURAL USE OF THE PROPERTY MAY SUBJECT THE PROPERTY TO POSSIBLE ROLLBACK OR RETROACTIVE REAL PROPERTY TAXES AND/OR PENALTIES. PURCHASER IS ADVISED TO CONSULT WITH THE COUNTY OF KAUAI REAL PROPERTY TAX ASSESSMENT DIVISION REGARDING THIS MATTER.

PORTIONS OF THE PROJECT ARE IN A FLOOD ZONE AND SUBJECT TO TSUNAMI INUNDATION. PURCHASER IS ADVISED TO CONSULT WITH THE APPROPRIATE GOVERNMENTAL AGENCIES TO DETERMINE ALL APPLICABLE REQUIREMENTS, LEGAL OR OTHERWISE, FOR THE CONSTRUCTION OF IMPROVEMENTS WITHIN THE FLOOD ZONE PRIOR TO PURCHASE OF AN APARTMENT.

A PORTION OF THE PROJECT IS LOCATED IN THE SPECIAL MANAGEMENT AREA ("SMA") AS DESIGNATED BY THE COUNTY OF KAUAI AND ANY CONSTRUCTION WITHIN THE SMA MUST COMPLY WITH HAWAII REVISED STATUTES, CHAPTER 205A, COASTAL ZONE MANAGEMENT, AND THE SPECIAL MANAGEMENT AREA RULES AND REGULATIONS OF THE COUNTY OF KAUAI (AS AMENDED). THE PURCHASER IS ADVISED 1.) TO CONSULT WITH THE APPROPRIATE GOVERNMENTAL AGENCIES TO DETERMINE ALL APPLICABLE REQUIREMENTS, LEGAL OR OTHERWISE, FOR THE CONSTRUCTION OF IMPROVEMENTS WITHIN THE SMA, AND 2.) THAT AN SMA PERMIT APPLICATION WAS APPROVED FOR THE CONSTRUCTION OF THE STORAGE STRUCTURE IN APARTMENT 1. (SEE SMA(M)-04-13, ATTACHED HERETO AS **EXHIBIT "I"**.) PURCHASER IS ADVISED THAT SINCE THIS STORAGE STRUCTURE WAS SELF-BUILT AND OBTAINED FINAL APPROVAL ON JULY 23, 2004, UNIT 1 CANNOT BE SOLD UNTIL JULY 23, 2005.

PURCHASER SHOULD ALSO INVESTIGATE THE AVAILABILITY OF WATER FOR FUTURE DEVELOPMENT AND USE PRIOR TO PURCHASE OF AN APARTMENT.

PURCHASER IS ADVISED THAT THERE MAY BE GRAVESITES WITHIN THE PROJECT. THERE ARE CERTAIN COVENANTS RELATED TO THE GRAVESITES THAT A PURCHASER OF AN APARTMENT WILL BE BOUND BY, ALL OF WHICH ARE CONTAINED IN THE MASTER DEED TO THE PROJECT, ATTACHED HERETO AS **EXHIBIT "H"**. ADDITIONALLY, IF HUMAN GRAVESITES ARE UNCOVERED, THE HISTORIC PRESERVATION DIVISION OF THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES SHOULD BE NOTIFIED. HAWAII ADMINISTRATIVE RULES, TITLE 13, SUBTITLE 13, CHAPTER 300, RULES OF PRACTICE AND PROCEDURE RELATING TO BURIAL SITES AND HUMAN REMAINS.

PURCHASER IS ALSO ADVISED OF TWO UTILITY POLES, ONE WITH A GUY WIRE, LOCATED WITHIN THE PROJECT FOR WHICH THERE ARE NO RECORDED EASEMENTS. ONE POLE AND GUY WIRE IS LOCATED ALONG KU'ONO ROAD WITHIN UNIT 2. A POLE IS LOCATED JUST OUTSIDE EASEMENT "AU-1" IN THE EASTERN PORTION OF UNIT 1. ALSO, A GUY WIRE FOR A POLE IS LOCATED OUTSIDE EASEMENT "E-25" ALONG THE NORTHERLY BOUNDARY OF UNIT 1. THESE ARE ALL SHOWN ON THE CONDOMINIUM MAP FOR THE PROJECT PREPARED BY CAIRES LAND SURVEYING AND RECORDED CONCURRENTLY WITH THE DECLARATION AND BYLAWS.

- 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.


DEBRA JEAN BOISER 6/24/05
Date


DENNY P. KALAMA BOISER 6/24/05
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"

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The common elements of the Project consist of the following:

(a) All of the land in fee simple.

(b) The central and appurtenant facilities for services such as power, light, gas, telephone, sewer, hot and cold water and like utilities, when and only when those items are on shared installations.

(c) All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the Project, or normally in common use.

The land surrounding and under each apartment is a limited common element of the apartment and is for the exclusive use of said apartment, for the support of the building(s) and other improvements comprising said apartment and for driveway, parking and yard purposes. The limited common element areas appurtenant to each apartment, as shown on the Condominium Map, are more particularly described in **Exhibits "C" and "D"**, attached to the Project's Declaration.

EXHIBIT "B"

PERCENTAGE COMMON INTEREST

<u>Apartment</u>	<u>Limited Common Element Land Area</u>	<u>Percentage Common Interest</u>
Unit 1	1.593 acres	50%
Unit 2	2.5 acres	50%

EXHIBIT "C"

1. Tax Map Key: 4-9-14-1, Island and County of Kauai.

See Real Property Tax Report attached hereto.

Property Address: 6611 Ku'ono Road
Moloaa, Hawaii, 96703

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

3. Rights or claims of persons or entities other than the insured involving or arising out of Mineral or metallic mines; geothermal resources; water; fishing; navigation; wetlands; creation or loss of the land or any portion thereof by accretion, avulsion or artificial means; persons residing on or otherwise in possession of the land or any portion thereof; trails, roadways, or other rights of way, including without limitation any rights or claims under Chapter 264, Hawaii Revised Statutes; claims arising out of customary or traditional Hawaiian rights including but not limited to those for access or gathering purposes protected by the Constitution of the State of Hawaii or the laws of Hawaii.

4. EASEMENT

Dated: November 4, 1982
Recorded: Book 16997, Page 694
Purpose: To build, construct, reconstruct, &C, pole and wire lines
In favor of: Hawaiian Telephone Company, a Hawaii corporation, and Citizens Utilities Company, a Delaware corporation, and Citizens Utilities Company, a Delaware corporation

5. MORTGAGE (Loan No. —)

Dated: February 14, 1992
Recorded: Document No. 92-023547
Amount: \$345,000.00
Mortgagor: Denny Piikalama Boiser and Debra Jean Boiser, husband and wife
Mortgagee: William L. F. Huddy and Elizabeth Seehaus Huddy, husband and wife

- Continued

a. NOTICE OF PENDENCY OF ACTION

Civil No.: 96-0369
Commenced in: Circuit Court, Fifth Circuit
Dated: January 3, 1997
Recorded: Document No. 97-021116
For: Foreclosure of said Mortgage
Plaintiff: William L. F. Huddy and Elizabeth Sheehaus Huddy
Defendant: Denny Piikalama Boiser, also known as Philip Denny
Boiser, Debra Jean Boiser, etc.
Attorney for Plaintiff: Shiraiishi & Murashige, a Law corporation, 2970 Kress
Street, P. O. Box 1246, Lihue, Hi., 96766

(Also affects other property)

6. Terms, provisions, covenants and conditions in the Farm Dwelling Agreement:

Dated: October 20, 1998
Recorded: Document No. 98-159778
By and Between: Debra Jean Boiser, "Applicants", and the County of Kauai
Planning Department, "Department"

7. Terms, provisions, covenants and conditions in the Waiver and Release Agreement:

Dated: October 26, 1998
Recorded: Document No. 98-162875

8. Terms, provisions, covenants and conditions in the Encroachment Agreement (Fence):

Dated: December 2, 1999
Recorded: Document No. 2000-018427
By and Between: Denny Piikkalama Boiser, also known as Danny Piikalama Boiser,
"Denney", Debra Jean Boiser, "Debra", David K. Kaaumoana and
Nanette Slavin Kaaumona, husband and wife, "Kaaumoanas", and
Lee Evslin and Monica Ecslin, husband and wife, "Evslins"

(Also affects other property)

9. Terms, conditions and restrictions in the Notice of Dedication to Agriculture:

Dated: ---
Recorded: Document No. 2000-019089

Continued

10. Terms, provisions, covenants and conditions in the Waiver and Release Agreement:

Dated: February 20, 2004
Recorded: Document No. 2004-046822

11. 10 feet wide easements for access and utility purposes, as set forth in instrument dated September 7, 1994, recorded as Document No. 2005-034345.

12. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in the Declaration of Condominium Property Regime:

Dated: February 18, 2005
Recorded: Document No. 2005-044484
to which reference is hereby made, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c) or Section 515-6, HRS

13. Terms and provisions contained in the By-Laws of the Association of Apartment Owners of 6611 Ku'ono Road Condominium:

Dated: February 18, 2005
Recorded: Document No. 2005-044485

14. MORTGAGE (Loan No. ---)

Dated: June 7, 2004
Recorded: Document No. 2004-164704
Amount: \$12,500.00
Mortgagor: Debra Jean Boiser, unmarried, and Denny Pi'ikalama Boiser, unmarried, a single man
Mortgagee: Moloaa Bay Land Company, LLC., a Georgia limited liability company

EXHIBIT "D"

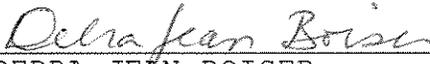
6611 KU`ONO ROAD CONDOMINIUM
REGISTRATION NO. 5673

DISCLOSURE STATEMENT

1. Project: 6611 KU`ONO ROAD CONDOMINIUM
6611 Ku`ono Road, Moloa`a, Kauai, Hawaii
2. Developer: Debra Jean Boiser & Denny Pi`ikalama Boiser
P. O. Box 185, Anahola, Hawaii 96703
Telephone: (808) 822-5761
3. Project Manager: Debra Jean Boiser
P. O. Box 185, Anahola, Hawaii 96703
Telephone: (808) 822-5761
4. Maintenance Fees: Due to the character of the Project, where there are no common elements requiring maintenance, a substantial portion of the common elements constitute limited common elements appurtenant to a particular apartment and the requirement that each apartment owner maintain at the apartment owner's expense the limited common elements appurtenant to the apartment owner's apartment, it is anticipated that funds for the operation and maintenance of the common areas will be collected by special assessments rather than regular monthly assessments. Accordingly, no initial maintenance fees are anticipated.
5. Warranties: None
6. Non-residential Use: The Project is on land designated agricultural under applicable State and County land use laws and is dedicated to agricultural use under applicable County of Kauai real property tax ordinance and rules. Both apartments within the Project are being developed as agricultural apartments.
7. Condition of Project: Based on an Architect's Certification prepared by Hedda Schmutz and sworn to on February 14, 2005, the structural components and mechanical and electrical installations material to the use and enjoyment of the Project appear to be in satisfactory condition. No representation is made in regard to the expected useful life of these components.
8. Zoning/Building/Other Compliance: There are no outstanding notices of uncured violations of building code or other County regulations. The Project is in compliance with all

ordinances, codes, rules or other regulations in force at the time of its construction and the Project, and its structures and uses, conform to present zoning requirements.

DATED: MAR 29, 2005.


DEBRA JEAN BOISER

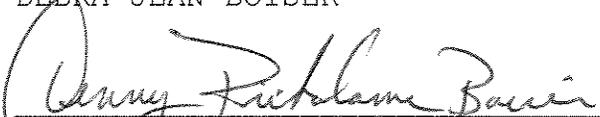

DENNY PI'IKALAMA BOISER

EXHIBIT "E"

Summary of Sales Contract

The Sales Contract contains the price and other terms and conditions under which a buyer will agree to buy an apartment in the Project. Among other things, the Sales Contract says:

- (a) A buyer must obtain his own financing. An application for a mortgage loan must be submitted within ten (10) days after notification by Seller, and if final approval is not received within thirty (30) days after submission of the application, then the Seller may terminate the contract.
- (b) That the buyer's money will be held in escrow, under the terms of the Escrow Agreement.
- (c) That the interest on deposits shall belong to the seller.
- (d) That the apartment will be subject to various legal documents, including the Declaration, Bylaws, Final Public Report, Escrow Agreement, Apartment Deed, Certificate of Architect and Condominium Map, and any other documents which the buyer is given a copy of and for which the buyer has receipted.
- (e) That the buyer must close the purchase on a date certain and pay closing costs, in addition to the purchase price.
- (f) If the buyer defaults, and the seller is not in default, seller may terminate the Sales Contract and retain the buyer's deposits as liquidated damages. Seller may in addition pursue any other remedy, and all costs by reason of such default shall be borne by the buyer.
- (g) If the buyer has made all payments required under the Sales Contract, the buyer shall be entitled to seek specific performance.

The Sales Contract contains various other provisions with which the buyer should become acquainted.

Exhibit "F"

Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral third party ("Escrow"). Under the Escrow Agreement, these things will or may happen:

- (a) Escrow will let purchasers know when payments are due.
- (b) Escrow will arrange for purchasers to sign all necessary documents.
- (c) No disbursements of funds held in escrow will be made unless the following has occurred:

- 1. An effective date for a Final Public Report is issued and the purchaser shall have acknowledged or be deemed to have acknowledged receipt of same and Seller's attorney delivers a written opinion to Escrow that the Sales Contract has become effective;
- 2. Seller delivers a written opinion to Escrow that the requirements of Sections 514A-40, 514A-62 and 514A-63 of the Condominium Act have been met, and if this is a conversion project, that Section 521-38 of the Residential Landlord-Tenant Code has been complied with, as applicable;
- 3. Escrow receives a written waiver of any option to cancel the Sales Contract; and
- 4. Escrow receives a statement from Seller's architect that the project complies with the Federal Fair Housing Amendments Act of 1988, if applicable.
- 5. Escrow shall have received owner-occupant affidavits affirmed by the owner-occupant(s), along with proof of the date of receipt of the final public report, if applicable.

(d) A refund of purchaser's funds will be made upon request by purchaser under the following conditions:

- 1. Escrow receives a written request from seller to return purchaser's funds held by Escrow; or
- 2. Escrow receives written notification of seller's exercise of any option to rescind the Sales Contract; or

3. The conditions providing for a refund under Sections 514A-62 or 63 of the Condominium Property Regime Act have been met.

(e) Upon a purchaser's default under the Sales Contract, the purchaser's funds will be retained by the Seller as liquidated damages.

The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

Note: Section 514A-63 of the Condominium Act provides for rescission rights to a purchaser under a binding contract if there is a material change in the project which directly, substantially and adversely affects the use or value of (1) such purchaser's apartment or appurtenant limited common elements, or (2) those amenities of the project available for such purchaser's use.

WHEREAS, this document pertains only to _____
as shown in Exhibit "B" and made a part hereof; and

WHEREAS, that certain parcel of land is classified Agriculture
by the State Land Use Commission and is zoned Agriculture by the
County of Kauai; and

WHEREAS, Chapter 205, Hawaii Revised Statutes, and the State
Land Use District Regulations only permit "farm dwellings" within
the State Agriculture Land Use District unless otherwise relieved
from the restriction by a special permit obtained pursuant to
Chapter 205, Section 6, Hawaii Revised Statutes; and

WHEREAS, a "farm dwelling" is defined by Chapter 205, Hawaii
Revised Statutes, and the State Land Use District Regulations as "a
single family dwelling located on and used in connection with a
farm where agricultural activity provides income to the family
occupying the dwelling"; and

WHEREAS, the parcel identified by Tax Map Key No.
_____ is entitled to _____ residential units
and one guest house; and

WHEREAS, this agreement is evidenced that _____
is entitled to one of those residence units; and

WHEREAS, a "family" as used in the definition of a "farm
dwelling" is defined by the State Land Use District Regulations as
"an individual or two or more persons related by blood, marriage or
adoption or a group comprising not more than five persons, not
related by blood, marriage or by adoption"; and

WHEREAS, the APPLICANT(S) acknowledge that a violation of
Chapter 205, Hawaii Revised Statutes, and the State Land Use
Agriculture District restriction is subject to a citation and fine
of not more than \$5,000 pursuant to Chapter 205, Section 13, Hawaii
Revised Statutes, as amended; and

WHEREAS, the APPLICANT(S) also acknowledge that failure to
abide by this agreement may result in the removal of the prohibited
structure at the owner's expense; and

WHEREAS, the DEPARTMENT is charged with the enforcement of the
restriction by Chapter 205, Hawaii Revised Statutes;

WHEREAS, the APPLICANT(S) wish to construct a dwelling unit on
that certain parcel of land described in Exhibit "A"; and

WHEREAS, the APPLICANT(S) wish to execute this Farm Dwelling
Agreement without first obtaining the signatures of all interest
holders in the CPR;

NOW THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter contained, the parties hereby mutually agree as follows:

1. That the dwelling permitted to be constructed on the parcel of land described in Exhibit "A" classified Agriculture by the State Land Use Commission shall be a "farm dwelling" as defined by Chapter 205, Hawaii Revised Statutes, and the State Land Use District Regulations, as recited herein; and

2. That the dwelling shall only be occupied by a "family", as defined by the State Land Use District Regulations and as recited herein, who derive income from the agricultural activity on the parcel; and

3. That the APPLICANT(S) and all present and future owners, lessees and occupants of said land grant the DEPARTMENT the right of entry at the request of the DEPARTMENT to inspect the premises to assure compliance with the provisions of this agreement; and

4. That this agreement shall be a covenant running with the land and be binding on the APPLICANT(S), and all present and future owners, lessees and occupants of said land and anyone claiming under said APPLICANT(S), their heirs, executors, administrators, successors and assigns, as owners or occupants thereof or otherwise; and

5. That this agreement shall remain in effect so long as the land retains its Agriculture District classification under the State Land Use Commission and the pertinent restrictive provisions of Chapter 205, Hawaii Revised Statutes, and the State Land Use District Regulations remain in effect; and

6. That the APPLICANT(S) expressly set forth the provisions of this agreement in any subsequent conveyance, deed, lease or rental agreement to said property executed by them, so as to give effect to said covenant; and

7. That this agreement shall be recorded with the State of Hawaii Bureau of Conveyances, fees to be paid by the APPLICANT(S).

8. The DEPARTMENT and APPLICANT(S) shall execute the Farm Dwelling Agreement; and

9. The APPLICANT(S), for themselves (himself/herself), their (his/her) heirs, administrators, successors and assigns, do hereby waive and release the DEPARTMENT and the County of Kauai, a political subdivision of the State of Hawaii, whose principle place of business is 4444 Rice Street, Suite 473, Lihue, Hawaii, 96766, from all claims and causes of action, either legal or equitable, which may hereafter accrue by reason of the DEPARTMENT'S execution of said Farm Dwelling Agreement; and

10. The APPLICANT(S) do(es) hereby promise to indemnify and hold the DEPARTMENT and the County of Kauai, its successors, assigns, offices, employees, agents, attorneys or any other person or legal entity connected with or legally responsible to them, harmless from any and all claims, actions, causes of action, lawsuits, demands or liability for damages of whatever kind and nature, arising out of the DEPARTMENT'S execution of said Farm Dwelling Agreement; and

11. This agreement shall be a covenant running with the portion of land described in Exhibit "A", and shall be binding on APPLICANT(S) and all present and future owners and occupants of said portion of land and any one claiming under APPLICANT(S), their successors, and assigns, as owners or occupants thereof. The APPLICANT(S) further agree(s) to expressly set forth the provisions of this waiver and indemnity agreement in any subsequent conveyance, deed, lease, or rental agreement so as to give effect to said covenant.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the _____ day of _____, _____.

APPROVED:

Applicant(s)

Planning Director
County of Kauai
Planning Department

APPROVED AS TO FORM
AND LEGALITY:

County Attorney

COPY
Original Filed FEB 19 1992
as Doc. No. _____

<u>LAND COURT SYSTEM</u>	<u>REGULAR SYSTEM</u>
AFTER RECORDATION, RETURN BY Mail ()	Pickup ()
Ashford & Wriston (RBG) P. O. Box 131 Honolulu, HI 96813 Phone: 524-4787	<u>Island Title</u> TO: <u>9140-0382</u> AMY SILVA

LIMITED WARRANTY DEED

THIS INDENTURE executed this _____ day of FEB 14 1992, 1991, by and between the ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii non-profit corporation, hereinafter called the "Grantor", and DENNY PI'IKALAMA BOISER and DEBRA JEAN BOISER, husband and wife, whose residence address is Anahola, Kauai, Hawaii 96703, and whose post office address is P. O. Box 185, Anahola, Kauai, Hawaii 96703, hereinafter called the "Grantee".

W I T N E S S E T H T H A T :

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to

ASHFORD & WRISTON
Attorneys-at-Law

Grantor paid by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements of the Grantee hereinafter set forth and on the part of Grantee to be faithfully observed and performed, does hereby by these presents grant, bargain, sell and convey unto Grantee the real property ("Property") described in Exhibit "A" hereto attached and expressly made a part hereof as tenants by the entirety with full rights of survivorship and not as tenants in common.

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and in fee simple;

Grantee has been informed and acknowledges that there may be gravesites existing on the Property described in said Exhibit "A". In further consideration of and as an essential inducement to Grantor's making this conveyance to Grantee, Grantee hereby covenants as follows:

1. That if Grantee desires to undertake disinterment of known gravesites on the Property, it shall do so at its sole liability and expense and in compliance with all applicable laws, ordinances and regulations, including all health and historic sites regulations. All human

remains disinterred shall be reinterred at Grantee's sole expense at a Hawaii licensed memorial park or otherwise in accordance with all applicable laws and regulations. Grantee shall indemnify and forever save harmless Grantor from all claims, demands and actions of whatsoever nature or kind by whomsoever made or brought by reason of any disinterment authorized or conducted by Grantee;

2. That for so long as any known gravesites shall remain on the Property, Grantee will (1) provide reasonable access to persons visiting them and will allow customary observances at any such known gravesites, including, but not necessarily limited to, the recitation of prayers and the laying of floral memorials; (2) maintain them in a respectful and proper manner befitting the burial places of human remains; and (3) abide by any and all governmental laws, ordinances and regulations now or hereafter applicable to burial places and the disposition of human remains;
3. That for so long as any known gravesites shall remain on the Property, no deed, mortgage, lease or other conveyance of any kind shall be made or delivered by the Grantee, conveying, mortgaging or leasing said Property, or any part thereof, unless such deed, mortgage lease or other conveyance shall contain or be subject to the same restrictive terms, covenants and conditions as in this indenture set forth, including this covenant;

4. That all of the foregoing covenants shall be perpetual and shall run with the land and that jurisdiction may be taken in equity at the suit of Grantor to restrict or prevent by injunction, mandatory or restraining, any violation or threatened violation of these covenants; and
5. That as used herein, the term "known gravesites" shall mean and include any actual or reasonably probable burial places of human remains now or hereafter discovered, located or otherwise identified on said Property.

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between Grantor and Grantee as follows:

1. That real property taxes and assessments, if any, relating to said Property, shall be prorated between Grantor and Grantee.

2. That Grantee accepts the Property in its "as is" condition; and

3. That Grantor makes no representations as to the fitness or condition of the Property for any particular use, nor as to topography, soil, utilities, zoning or land use designation.

The Grantor does hereby covenant and agree with the Grantee that Grantor has full power and authority to sell and convey the Property described in said Exhibit "A" and that Grantor has not done or suffered any act or thing whereby the Property is encumbered and that the same is free and clear of and from all encumbrances made or suffered by the Grantor other than the encumbrances mentioned in said Exhibit "A".

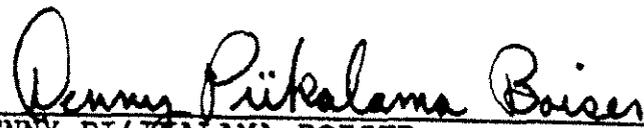
The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals or corporations, and their and each of their respective heirs, personal representatives, successors and assigns, according to the context thereof.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents the day and year first above written.

ROMAN CATHOLIC CHURCH IN THE STATE
OF HAWAII

By 
Its *Treasurer*

"Grantor"


DENNY PI'IKALAMA BOISER


DEBRA JEAN BOISER

"Grantee"

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 14th day of November, 1991, before me appeared R. O. Lippi, to me personally known, who, being by me duly sworn, did say that he is the TREASURER of the ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii non-profit corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation under the authority conferred by, and in accordance with the requirements of the By-Laws of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

Virginia B. Kamae
Notary Public, State of Hawaii.

My commission expires 11-4-95

STATE OF HAWAII)
) SS.
ISLAND AND COUNTY OF HAWAII)

On this _____ day of FEB 14 1992, 1991, before me personally appeared DENNY PI'IKALAMA BOISER and DEBRA JEAN BOISER, to me known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Angela A. Silva
Notary Public, State of Hawaii.

My commission expires FEB 24 1995

EXHIBIT "A"

All of that certain piece or parcel of land (being Royal Patent 7642, Land Commission Award 2668, Apana 2 to R. A. Walsh for Roman Catholic Mission), situate, lying and being at Moloaa, Koolau, Island and County of Kauai, State of Hawaii, and thus bounded and described as per survey of James R. Thompson, Registered Professional Land Surveyor, dated November 21, 1988, to-wit:

Beginning at a pipe at the west corner of this parcel of land and on the easterly side of Moloaa Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOLOAA" being 1495.59 feet North and 4403.64 feet West, and thence running by azimuths measured clockwise from true South:

- | | | | | |
|----|----------|-----|--------|---|
| 1. | 254° 50' | | 396.00 | feet along Hui Road "C" to a pipe; |
| 2. | 242° 50' | | 437.02 | feet along Hui Road "C", L.C.Aw. 238-N, Ap. 1 to Kauwika, L.C.Aw. 240-G, Ap. 1 to Lilihae, R. P. 7422, L.C.Aw. 238-L, Ap. 1 to Kanakaiki and Lot 10-A, Moloaa Hui Land and passing over a pipe at 415.02 feet to the centerline of Maliu Stream; Thence along the centerline of Maliu Stream, the direct azimuth and distance between points being: |
| 3. | 326° 59' | 30" | 118.28 | feet; |
| 4. | 39° 52' | | 311.60 | feet along Lots 10-A-2 and 10-A, Moloaa Hui Land to a pipe and passing over a pipe at 13.50 feet; |
| 5. | 304° 50' | | 66.00 | feet along Lot 10-A, Moloaa Hui Land to a pipe; |
| 6. | 81° 50' | | 678.48 | feet along Lot 10-A, Moloaa Hui Land to a pipe; |
| 7. | 173° 50' | | 170.28 | feet along Lot 10-A, Moloaa Hui Land and along Moloaa Road to the point of beginning and containing an area of 4.070 acres. |

SUBJECT, HOWEVER, to the following:

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

2. An easement to build, construct, reconstruct &c, pole and wire lines, in favor of Hawaiian Telephone Company, a Hawaii corporation, and Citizens Utilities Company, a Delaware corporation, dated November 4, 1982, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 16997 at page 694.

END OF EXHIBIT "A"

BRYAN J. BAPTISTE
Mayor



IAN K. COSTA
Director of Planning

GARY L. HENNIGH
Deputy Director of Planning

**COUNTY OF KAUA'I
PLANNING DEPARTMENT**

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

TELEPHONE: 808.241.6677
FAX: 808.241.6699

February 4, 2004

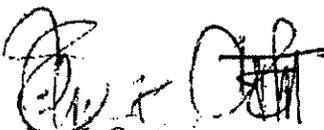
Debra J. Boiser
P. O. Box 185
Anahola, HI 96703

Subject: Special Management Area Minor Permit SMA(M)-04-13
Storage shed with covered parking
TMK: 4-9-14:01, Moloaa, Kauai

Based on the information submitted, we have completed our review and assessment of the subject proposal and hereby issue a Special Management Area Minor Permit authorizing, as represented, construction of a 32 foot by 12 foot, 16 feet high agricultural storage shed with attached covered parking area located off of Kuono Road in Moloaa.

Approval of the application is subject to the following conditions:

1. If historic/cultural remains such as archaeological artifacts, charcoal deposits or human burials are found during construction, the applicant shall stop work in the immediate area, and shall contact the State Historic Preservation Division (SHPD) at 742-7033, and the Planning Department, to determine appropriate action.
2. Exterior colors and finishes of the structure, including building roof colors, shall be limited to medium or dark earth tones such as brown, green, or gray, or other color compatible with the area's natural surroundings. Use of reflective materials or colors shall be prohibited.
3. As represented, the proposed shed shall be landscaped with heleconia and agricultural crops to help minimize visual impacts of the proposed structure.
4. The applicant shall comply with the requirements of the Department of Public Works Engineering Division regarding construction in a Tsunami/Flood Zone.
5. The applicant is advised that there may be additional government agency requirements, and it shall be the applicant's responsibility to resolve those requirements with the respective agency(ies).



Ian K. Costa
Planning Director