

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer JOSHUA PETER CHATFIELD and ANASTACIA ARAGON CHATFIELD Address 5617 Hoku Road, Kapaa, Island of Kauai, Hawaii 96746

Project Name(\*): PUALENA RANCH Address: 5617 Hoku Road, Kapaa, Island of Kauai, Hawaii 96746

Registration No. 6140 (Conversion) Effective date: October 25, 2006 Expiration date: November 25, 2007

Preparation of this Report:

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

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

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

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

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

Type of Report:

- PRELIMINARY: (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.
FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission. [X] No prior reports have been issued. [ ] This report supersedes all prior public reports. [ ] This report must be read together with
SUPPLEMENTARY: (pink) This report updates information contained in the: [ ] Preliminary Public Report dated: [ ] Final Public Report dated: [ ] Supplementary Public Report dated:
And [ ] Supersedes all prior public reports. [ ] Must be read together with [ ] This report reactivates the public report(s) which expired on

(\*) Exactly as named in the Declaration This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request. FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104

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

- Required and attached to this report as Exhibit "H"                       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**

The Developer has disclosed the following:

- (a) This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and does not represent a legally subdivided lot. The dotted lines in the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustration purposes only and should not be construed to be formal subdivision lines.
- (b) Facilities and improvements normally associated with county approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for, and services such as County street maintenance and trash collection will not be available for interior roads and driveways.
- (c) No warranties are given to the purchaser as to the construction, materials or workmanship of the Project. The Project is being sold in "as is" condition (pages 12 and 15).

This public report does not constitute approval of the Project by the Real Estate Commission or any other governmental agencies, nor does it ensure that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with. THE PROSPECTIVE PURCHASERS ARE CAUTIONED TO CAREFULLY REVIEW ALL DOCUMENTS REGARDING THIS CONDOMINIUM PROJECT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

- (d) A prospective purchaser of a Unit which is not presently a residence, but which the purchaser may intend to change to residential or other use, should be aware he will be required to comply with the building codes, land use laws (LUO) and other county laws and ordinances. The LUO, for example, contains restrictions relating to the permissible use of the land, the number of dwelling units permitted, and the amount of total development permitted on a lot.

A prospective purchaser should be aware (a) it will be necessary to obtain building and other permits from the County and (b) it may be necessary to obtain and to have installed utilities to service the site. Obtaining such permits will require compliance with building codes, LUO and other County requirements and compliance with any conditions which may be imposed under any such issued permits.

Obtaining utilities and services will require agreements with the providers of such utilities. Developer disclaims all warranties relating to the availability of such utilities, any conditions that may be imposed by the providers, or the cost thereof.

Accordingly, before buying an apartment unit, a prospective purchaser, together with an architect or professional builder, is urged to review the LUO and other applicable County ordinances which may affect the Purchaser's use of his Apartment Unit and to review their intended plans with County officials. Developer disclaims all warranties with respect to Purchaser's being able to use the Apartment unit for his intended purposes.

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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: JOSHUA PETER CHATFIELD and ANASTACIA ARAGON CHATFIELD Phone: (808) 240-2457  
 Name\* (Business)  
1639 B Wanaao Road  
 Business Address  
Kapaa, Kauai, HI 96746

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 (See page 20) Phone: (808)  
 Name (Business)

Business Address

Escrow: Hawaii Escrow and Title, Inc. Phone: (808) 532-2977  
 Name (Business)  
700 Bishop Street, Suite 1600  
 Business Address  
Honolulu, HI 96813

General Contractor\*: N/A Phone: \_\_\_\_\_  
 Name (Business)

Business Address

Condominium Managing Agent\*: Self-Managed by the Association Phone: \_\_\_\_\_  
 Name of Apartment Owners (Business)

Business Address

Attorney for Developer: Jeffrey S. Grad, Esq. Phone: (808) 521-4757  
 Name (Business)

841 Bishop St., Ste. 1800  
 Business Address  
Honolulu, HI 96813

\* 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. 2006 - 112770  
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. 4252  
 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]:

1. Amendment No. 1 to Declaration of Condominium Property Regime and to Condominium Map of WALE MA WA dated February 7, 2006, recorded as Regular System Document No. 2006-024952.
2. Amendment No. 2 to Declaration of Condominium Property Regime of WALE MA WA dated February 8, 2006, recorded as Regular System Document No. 2006-025889.

- 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. 2006 - 112771  
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%*	_____100%_____
Bylaws	65%	_____65%_____
House Rules	---	_____n/a_____

\* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. **Developer:**

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

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

See attached Exhibit "A"

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

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

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

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:     Monthly                             Quarterly  
                                   Semi-Annually                     Annually

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

For Sub-leaseholds:

- Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:  
     Canceled                             Foreclosed
- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

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

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

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

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:     Monthly                             Quarterly  
                                   Semi-Annually                     Annually

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

Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

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

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

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

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

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

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

**B. Underlying Land:**

Address: 5617 Hoku Road  
Kapaa, Kauai, HI 96746

Tax Map Key (TMK): (4) 4-4-6-009-071

Address  TMK is expected to change because each CPR Unit will receive separate designated tax key number

Land Area: 9.79  square feet  acre(s) Zoning: Ag-open

Fee Owner: JOSHUA PETER CHATFIELD and ANASTACIA ARAGON CHATFIELD  
 Name\*  
5617 Hoku Road  
 Business Address  
Kapaa, Island of Kauai, HI 96746

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 Unit 2: one story ; Unit 1 is one story (shed)

Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

Concrete  Hollow Tile  Wood

Other wood and allied materials

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"/> 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>1</u>	<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-shed	<u>1</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

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

Yes  No

5. Special Use Restrictions:

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

[ ] Pets: \_\_\_\_\_

[ ] Number of Occupants: \_\_\_\_\_

[ ] Other: \_\_\_\_\_

[ X] 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>
<u>Unit 1</u>	<u>1</u>	<u>0/0</u>	<u>                    </u>	<u>20</u>	<u>Shed</u>
<u>Unit 2</u>	<u>1</u>	<u>3/2</u>	<u>1,314</u>	<u>394/37</u>	<u>Lanai/entry</u>

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 outside surfaces of the exterior walls and roof and the bottom surfaces of the footings and foundations of each Unit.

Permitted Alterations to Apartments:

See attached Exhibit "B"

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 elected to provide the information in a published announcement or advertisement. (This Paragraph is not applicable to the Project)

7. Parking Stalls:

Total Parking Stalls: -0\*

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

Each apartment will have the exclusive use of at least -0\*- 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.

\*The Project presently contains no designated parking stalls for. Unit 1 and 2 Owner has the right to designate the location of parking stalls on the Dwelling Area appurtenant to his Unit or within his Unit, at his discretion.

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	X	_____	_____
Structures	X	_____	_____
Lot	X	_____	_____

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

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

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

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

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

described in Exhibit   C  .

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit D.

as follows:

NOTE: Reference to said Exhibit "D" to "Dwelling Areas" does not mean legally subdivided lots.

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

described in Exhibit \_\_\_\_\_.

as follows:

Unit 1	-	50%
Unit 2	-	50%

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 E describes the encumbrances against the title contained in the title report dated June 27, 2006 and issued by Hawaii Escrow and Title, 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 <b>Prior to Conveyance</b></u>
Mortgage	Buyer's interest may be terminated by mortgagee but Buyer shall be entitled to return of his deposit, less 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:

Developer is giving no warranties to Purchaser on the materials and workmanship of the Units.

2. Appliances:

N/A

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

Unit 1 (shed) was constructed in 2003.  
Unit 2 (home) was constructed in 2004.

As to replacing the shed (Unit 1), see disclosure on Page 20.

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):



## 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 F contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated June 15, 2006

Exhibit G 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 \_\_\_\_\_

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 on line. Please refer to the following sites:

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

This Public Report is a part of Registration No. 6140 filed with the Real Estate Commission on June 28, 2006.

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

YELLOW paper stock

WHITE paper stock

PINK paper stock

**C. Additional Information Not Covered Above**

**HAZARDOUS MATERIALS**

The Developer neither prepared nor commissioned a Phase 1 Environmental Site Assessment and makes no representations or warranties whatsoever. The developer has made no independent investigation as to asbestos or other hazardous substances in the apartments or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that in light of the age of the Project, there may be asbestos and other hazardous substances in the apartments, or in, under or around the Project. Because of the possible presence of such substances, Buyer should have the apartment inspected to determine the extent (if any) of such contamination and any necessary remedial action. The developer will not correct any defects in the apartments or in the Project or anything installed or contained therein and Buyer expressly releases the developer from any liability to Buyer if any hazardous materials are discovered.

**REPLACEMENT OF SHED (UNIT 1)**

Unit 1 presently consists of a shed located on the Unit's appurtenant Dwelling Area. The owner of a shed (the Developer or its successor) may replace a shed with a residence, as is permitted by Paragraph 19.1 of the Declaration, subject to the conditions to making changes in the Unit set forth therein.

Seller gives no assurances or warranties that building permits and adequate utilities will be available to build a residence to replace a shed, or that adequate utilities service will be available or that the site will permit construction of a residence at a reasonable or affordable cost.

Any prospective purchaser of a Unit should investigate these and other relevant issues before buying either Unit. Seller disclaims any warranties with respect to the foregoing or any other matter other than ownership of title.

Construction of a residence to replace a Unit is likely to cause disruption, dust, noise and debris and other inconveniences that could affect the comfort and use of the other Unit in the Project by its owner.

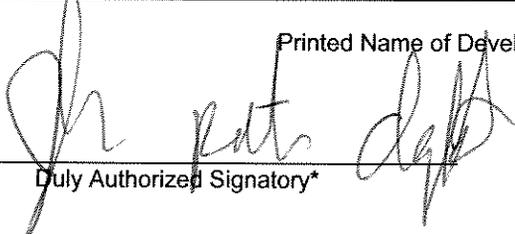
**DISCLOSURE REGARDING SELECTION OF REAL ESTATE BROKER:**

The Developer has not selected a real estate broker for the sale of either unit in the Project at this time.

When the Developer offers either unit for sale, the Developer shall (1) submit to the Real Estate Commission, a duly executed copy of a broker listing agreement with a Hawaii-licensed real estate broker, together with a duly executed Disclosure Abstract identifying the designated broker, and (2) provide a copy of the Disclosure Abstract to the purchaser together with a copy of this Public Report.

- 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 (SHL 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.

JOSHUA PETER CHATFIELD and ANASTACIA ARAGON CHATFIELD  
 Printed Name of Developer

By:  6/8/06  
 Duly Authorized Signatory\* Date

JOSHUA PETER CHATFIELD  
 Printed Name & Title of Person Signing Above

By:  6/8/06  
 Duly Authorized Signatory\* Date

ANASTACIA ARAGON CHATFIELD  
 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"

### DEVELOPER'S RESERVED RIGHTS

The Developer (Declarant) has reserved the following rights to change the Declaration, Condominium Map, By-Laws or House Rules:

Paragraph 20 of the Declaration states:

20.1 Amendments Generally. Except as otherwise expressly provided herein or in the Act, this Declaration and the Condominium Map may be amended only by the affirmative vote or written consent of all of the Apartment Owners, evidenced by an instrument in writing, signed and acknowledged by each of them, which amendment shall be effective upon recordation in the Recording Office; provided, however, that notwithstanding the foregoing provision, at any time prior to the first recording of a conveyance or transfer (other than for security) of an Apartment and its appurtenances to a party not a signatory hereto, the Declarant may amend this Declaration (including all exhibits), the Condominium Map and the Bylaws in any manner, without the consent or joinder of any Apartment purchaser or any other party. Notwithstanding the lease, sale or conveyance of any of the Apartments, Declarant may amend this Declaration (and when applicable, any exhibits to this Declaration and the Condominium Map) to file the "as-built" verified statement required by Section 514A- 12 of the Act (i) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans thereto filed fully and accurately depict the layout, location, Apartment numbers, and the dimensions of the Apartments as built, or (ii) so long as the plans filed therewith involve only minor changes to the layout, location, or dimensions of the Apartments as built or any change in the Apartment number.

20.2 Amendments Required by Law, Lenders, Title Insurers, Etc. Any other provision of this Declaration notwithstanding, for so long as the Declarant retains any interest in an Apartment in the Project, the Declarant shall have the right (but not the obligation) to amend this Declaration and the Bylaws (and the Condominium Map, if appropriate) without the consent or joinder of any Apartment Owner, lienholder or other person or entity, for the purpose of meeting any requirement imposed by (i) any applicable law, (ii) the Real Estate Commission of the State of Hawaii, (iii) any title insurance company issuing a title insurance policy on the Project or any of the Apartments, (iv) any institutional lender lending funds on the security of the Project or any of the Apartments, or (v) any other governmental or quasi-governmental agency including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; provided, however, that no amendment which would change the common interest appurtenant to an Apartment or substantially change the design, location or size of an Apartment shall be made without the consent of all persons having an interest in such Apartment. Each and every party acquiring an interest in the Project, by such acquisition, consents to the amendments described in this Paragraph 20.2 and agrees to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same, and appoints Declarant and its assigns as his or her attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the duration of such reserved rights, and shall not be affected by the disability of such party or parties.

20.3 Mortgagee Approval for Amendments. The following provision shall prevail even if it conflicts with any other provision of this Declaration. The approval of eligible holders of first mortgages (as defined below) on Apartments to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated shall be required to materially amend any provision herein, or to add any material provisions hereto, which establish, provide for, govern or regulate any of the following: (a) voting; (b) assessments, assessment liens or subordination of such liens; (c) reserves for maintenance, repair and replacement of the common elements; (d) insurance or fidelity bonds; (e) right to use of the common elements; (f) responsibility for maintenance and repair of the several portions of the Project; (g) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (h) boundaries of any Unit (except where the amendment merely reflects that a Unit has been constructed according to alternate plans shown on the Condominium Map); (i) the interests in the common elements or limited common elements; (j) convertibility of Units into common elements or of common elements into Units; (k) leasing of Units; (l) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit; (m) establishment of self-management of the Project by the Association where professional management has been required by any agency or corporation which has an interest or prospective interest in the Project; and (n) any provision that expressly benefits holders, insurers, or guarantors of first mortgages on apartments in the Project.

To qualify as an "eligible holder of a first mortgage", a holder, insurer or guarantor of a first mortgage on a Unit in the Project must have made a written request to the Association for timely written notice of proposed amendments to the condominium instruments. The request must state the name and address of the holder, insurer or guarantor and the number of the Unit covered by the mortgage. In the event that an eligible holder of a first mortgage fails to appear at a meeting of the Association at which amendments of a material nature to this Declaration are proposed and considered, or fails to file a written response with the Association within thirty (30) days after it receives proper notice of the proposed amendment, delivered by certified or registered mail, with a "return receipt" requested, then and in any such event such amendments shall conclusively be deemed approved by such eligible holder of a first mortgage.

In addition to the foregoing, no amendment to this Declaration which would allow any action to terminate the condominium property regime created hereby for reasons other than substantial destruction or condemnation shall be made without the prior written approval of all of the eligible holders of first mortgages.

20.4 Amendments for Changes to Units. Notwithstanding the foregoing, an Owner or Owners shall have the right without the consent or joinder of any other person to amend this Declaration and the Condominium Map to reflect the changes made to his Unit in accordance with Paragraph 19.1 or Paragraph 19.2 of this Declaration. Promptly upon completion of such changes, the Unit Owner shall duly record with the Recording Office an amendment to his Declaration and to the Condominium Map, together with a complete set of the floor plans of the Project as so altered, certified as build by a registered architect or professional engineer.

All existing Unit Owners and all future Unit Owners and their mortgagees, by accepting an interest in a Unit, shall be deemed to have given each Unit Owner a Power of Attorney to execute an amendment to the Declaration solely for the purpose of describing the changes to his respective Unit on the Declaration so that each Unit Owner shall hereafter have a Power of Attorney from all the other Unit Owners to execute such amendment to the Declaration. This Power of Attorney shall be deemed coupled with each Owner's interest in his Unit (including its appurtenant common interest) and shall be irrevocable.

20.5 Restatement. Any other provision of this Declaration notwithstanding, the Board, upon resolution duly adopted, shall have the authority as set forth in the Act to restate this Declaration from time to time to set forth any prior amendments hereto, or to amend this Declaration as required to conform with the provisions of the Act or any other statute, ordinance, rule or regulation enacted by any governmental authority.

End of EXHIBIT "A"

## EXHIBIT "B"

### PERMITTED ALTERATIONS TO APARTMENTS.

Alterations to Apartments are governed by Paragraph 19 the Declaration which states:

19.1. Changes to Units. Notwithstanding anything to the contrary contained in this Declaration, a Unit Owner, with the consent by the holder of any mortgage affecting the Owner's Unit (if required by such mortgage), shall have the right at his sole option at any time and from time to time without the consent of any other person, to improve, renovate, remodel, make additions to, enlarge, remove, replace or restore the improvements to or in his Unit or portions thereof or to make or build improvements upon the limited common element appurtenant to such Unit (" Dwelling Area") (collectively, the foregoing are referred to "changes") subject to the following conditions:

(i) All building plans for any such changes shall be prepared by a Hawaii licensed architect or professional engineer and conform with applicable County building, zoning laws and ordinances and applicable State law, and if required under law, then all construction changes shall be undertaken by a building contractor licensed in the State of Hawaii.

(ii) All changes to a Unit must be made within the Dwelling Area to which the Unit is appurtenant.

(iii) No change to a Unit will be made if the effect of such change would be to exceed the Unit's proportionate share of the allowable floor area or Lot area coverage for the Land, or number of dwelling units, as defined by the County of Kauai zoning ordinances ("KLUO") in effect when the change is to be made; provided, however, that each Unit shall be allocated no less than one dwelling unit (as defined under the KLUO) and its proportionate share of any additional all other dwelling units permitted on the Land. The "proportionate share" for each Unit shall be determined by a fraction having as its numerator the land area of its Limited Common Element and having as its denominator the sum of the land area of both Limited Common Elements of the Project.

(iv) All changes shall conform with the building restrictions which are set forth in Exhibit B attached hereto and made a part hereof.

(v) All changes shall be at the expense of the Owner making the change and shall be expeditiously made and in a manner that will not unreasonably interfere with the other Owner's use of his Unit or its appurtenant Limited Common Element.

(vi) During the entire course of construction, the Owner making such change will cause to be maintained at his expense builder's all-risk insurance in an amount not less than the estimated cost of construction. The Association shall be named as an additional insured and, upon the request of the Association, evidence of such insurance shall be deposited with the Association or its Managing Agent, if any;

(vii) The Owner of the changed Unit shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Unit affected by such change for electricity, sewer and other utilities and services and when applicable, to add, delete, relocate, realign, designate and grant easement and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any interruption in the service of such utilities to any other part of the Project or otherwise materially interfere with their use by the other Owner;

(viii) If the consent to the change or joinder of another Owner is required by the Act, then each Owner hereby consents in advance to such change.

(ix) Each and every conveyance, lease and mortgage or other lien made or created on any Unit and all common interests and other appurtenances thereto shall be subject to the provisions of this paragraph and any lease of a Limited Common Element shall reserve to each Owner the rights set forth in this paragraph.

### 19.2 Division of Apartment Unit.

(a) A Unit Owner shall have the right without the joinder of any other Unit Owner or any other person at any time and from time to time, to divide the Owner's Unit ("Original Apartment") into as many apartment units as such Owner may decide up to a maximum of the greater of (i) the number of dwelling units that are permitted under KLUO on the Land and (ii) the number of permitted dwelling units that are allocated under this Declaration to such Owner's Limited Common Element (the "Resulting Apartments"). Each of the Resulting Apartments shall be allocated a share of the percentage common interest allocable to the Original Apartment, as hereinafter set forth.

(b) Should a Unit Owner elect to divide his Unit, then such Unit Owner shall execute and file in the Recording Office (without the necessity of the consent or joinder of any other Unit Owner or any other person), and promptly deliver to the Board a true and correct filed copy of (i) an amendment to the Condominium Map which accurately depicts the layout, location, apartment numbers and dimensions of the Resulting Apartments and the limited common elements appurtenant to such Apartments and (ii) an amendment to the Declaration.

(c) An Amendment to the Declaration which shall contain the following:

(i) A description of the layout, location, dimensions and apartment number of each of the Resulting Apartments (provided that a Resulting Apartment shall not be assigned an apartment number which is the same as the apartment number of any other Apartment in the Project;

(ii) A description of the limited common elements appurtenant to each of the Resulting Apartments (which shall be a portion of the Limited Common Element appurtenant to the Original Apartment),

(iii) The percentage of the common interest appurtenant to each Resulting Apartment in accordance with Paragraph 6 of the Declaration, and any limited common interests assigned to, each Resulting Apartment, and

(iv) Upon the completion of any construction in connection with the addition of an additional Unit or Units, the Owner shall file in the Recording Office, and promptly deliver to the Board of Directors a true and correct filed copy of, a statement of a registered architect or engineer, certifying that the amendment described above accurately depicts the Resulting Apartment(s), as built.

#### 19.3 Right to Subdivide and Consolidate the Land.

(a) Declarant shall have the right without the joinder of any other Unit Owner or any other person at any time and from time to time to cause the Land or portion thereof to be legally subdivided or to be legally consolidated with an adjoining property in accordance with County Rules. In connection with such subdivision, portions of the Land may be removed from the Project or the Project may be removed from under the Act in accordance with Section 514A-21 of the Act. In connection with such consolidation, such adjoining land may be added to the Project. The foregoing described rights may be referred to as "Subdivision Rights".

(b) In connection with the exercise of the Subdivision Rights, Declarant shall have the right, without being required to obtain the consent or joinder of any person, including any apartment owner or any lien holder, or any other person who may have any interest in the Property or the Land (i) to execute and deliver (on behalf of all of the Unit Owners and their respective mortgagees, if necessary) applications, petitions, agreements and other instruments which such Declarant deems necessary or desirable (including without limitation, documents to be filed or recorded with the County of Kauai (or any entity thereof), the Recording Office, other governmental agencies, public utility companies or private parties); (ii) to deliver documents and to take such actions in connection therewith as shall be in the sole and absolute discretion of Declarant, and his delivery of such instrument or the taking of such action shall be sufficient determination; (iii) to amend this Declaration and the Condominium Map to reflect the subdivision and consolidation, removal of portions of the Land and additions to the Land and removal the cancellation and removal of the Project from under the Act; and (iv) to grant easements for access and utility purposes across the Land in favor of any portion of the Land which is removed or land that is added to the Project, so long as such does not materially affect the rights of the Unit Owners.

(c) The exercise of the Subdivision Rights shall be subject to the following terms and conditions:

(i) All associated costs and expenses shall be borne by Declarant;

(ii) Any real property which is consolidated with the Land shall be added to the exclusive limited common elements appurtenant to Unit 1, and any portion of the Land which is subdivided and removed from the Land shall be removed from the exclusive limited common elements appurtenant to Unit 1;

(iii) After any such subdivision of the Land, the Owner of Unit 2 shall continue to have substantially similar rights with respect to Unit 2 and its appurtenant Limited Common Element as each such Owner had prior to such subdivision being effected.

#### 19.4 Subdivision of the Land and Removal from the Condominium Property Regime.

(a) If, pursuant to Paragraph 19.3, the Declarant shall have caused the Land to have been subdivided in its entirety so that each Unit's appurtenant Limited Common Element constitutes a separate legal lot that may be separately conveyed, then Declarant shall have the right without the joinder of any other Unit Owner or any other person at any time and from time to time to cause to be removed the Land and the Project from the Act in accordance with Section 514A-21 of the Act.

(b) In connection with the removal of the Project from under the Act, at the request of the Declarant (i) each Unit Owner (and each mortgagee holding a mortgage on the Owner's Unit) shall execute and deliver a recordable form of cancellation as required under Section 514A-21 of the Act; and (ii) both Unit Owners shall execute and deliver a recordable partition deed pursuant to which they shall release and relinquish whatever rights each Owner may have in the Project and the Units and convey to each Unit Owner ("Grantee") marketable title to the portion of the land that previously had constituted the limited common element appurtenant to Grantee's Unit, together with any appurtenant easement rights belonging to such subdivided lot or Grantee's Unit prior to cancellation of the condominium regime and all improvements thereon; and (iii) each mortgagee holding a mortgage on a Grantee's Unit shall execute and deliver a recordable form of amendment or other instrument, to the effect that a mortgagee's lien shall thereafter encumber only the interest of the Grantee evidenced by the partition deed delivered according to (ii) above.

(c) To the extent that joinder of any Unit Owner or lien holder or other person who may have any interest in the Land or the Project may be required in order to validate any amendment of this Declaration, to effectuate the removal of the Project from the Act, to amend the Condominium Map or to execute and deliver any such instrument of conveyance for the limited purposes set forth in this Paragraph, such joinder shall be accomplished by power-of-attorney in favor of the Declarant from each of the owners, lien holders or such other parties, the acquiring or acceptance of ownership in an Unit or of a lien covering an Unit or of any other interest in the Project or Property subject to this Declaration being a grant of such power, and the grant being coupled with an interest, being irrevocable.

19.5 Reserved Rights of Declarant to Remove or Add Portions of the Land from and to the Project.

(a) If, pursuant to Paragraph 19.3, the Declarant shall have caused the Land or portions thereof to have been subdivided or consolidated, then Declarant shall have the right without the joinder of any other Unit Owner or any other person at any time and from time to time:

(i) in the case of consolidation, to add to the Project the land or lands which are within the area of such consolidation approval and to add such land to the exclusive limited common element appurtenant to Unit 1; and

(ii) in the case of subdivision, to remove from the Land one or more legal lots or other separately conveyable portion of the Land which are within the area of such subdivision approval and to remove such land from the exclusive limited common element appurtenant to Unit 1.

(b) The exercise of Declarant's rights under this Paragraph 19.5 shall be subject to the following:

(i) after any such removal, the Owner of Unit 2 shall continue to own and to use his Unit and the Limited Common Element appurtenant to such Unit and the common elements shall not have been materially changed from the rights of such Unit Owner prior to such removal;

(ii) a Unit Owner shall continue to have insurable title to his Unit, so as to enable the Owner to obtain bank financing, should such Owner desire such; and

(iii) such removal would not violate the terms of a mortgage, unless the mortgagee thereunder consents to the removal if the mortgage requires such consent.

(c) If a portion of the Land shall be removed or if land shall be added to the Project, then Declarant shall execute and record in the Recording Office without the payment of any consideration and without the consent or joinder of the Association, the Board, any other Unit Owner or any other person an amendment to the Declaration and the Condominium Map (and shall deliver concurrently to the Board true and correct recorded copies thereof), which shall include at least the following:

(i) a description of the Land remaining subject to the Condominium Property Regime; and

(ii) an amended site map which shall depict the Land remaining subject to the Condominium Property Regime, and

(iii) any additional common and Limited Common Elements and easements which shall thereafter be appurtenant to the Units in the Project still remaining, any revisions to the Common Interest effective upon such subdivision and removal in accordance with Section 6 of the Declaration and such other matters necessary or desirable to effect any such change in the Project.

(d) If the Land is subdivided and Declarant shall desire to remove a legal lot thereby created from the Project, then at the request of Declarant (i) each Unit Owner shall execute and deliver a recordable or other instrument of conveyance transferring to the Declarant (or its nominee) all rights such Unit Owner may have in the portion of the Land being removed; and (ii) shall cause to be delivered to Declarant a release of mortgage or other instrument executed by the holder of any mortgage, if any, affecting the Owner's Unit to the effect that the land being removed from the Project is not encumbered by the lien of any such mortgage.

19.6 Changes to Other Than Units. Except as set forth in Paragraph 19.1 through 19.5, changes to the Project or any building thereof or construction of any additional building or structural alteration or addition to any building, different in any material respect from the Condominium Map of the Project, shall be undertaken by the Association of Unit Owners only pursuant to an amendment of this Declaration, duly executed by or pursuant to vote of all the Unit Owners and accompanied by the written consent of the holders of all liens affecting any of the Units, and in accordance with complete plans and specifications therefor first approved in writing by the Board, and promptly upon completion of such restoration, replacement or construction, the Association shall duly file such amendment in said Office, together with a complete set of the floor plans of the Project as so altered, certified as built by a registered architect or professional engineer.

19.7 General Provisions applicable to Section 19. The following provisions shall apply to each of the paragraphs within Section 19 unless the context and usage would clearly indicate to the contrary:

(a) The rights set forth in each of the Paragraphs within Section 19 for the benefit of a Unit Owner (including without limitation, the Subdividing Unit Owner ) (who may be referred to as "Benefitted Owner") may not be amended without the consent of such Benefitted Owner.

(b) In furtherance of the rights granted under Paragraphs 19.1 through 19.6 inclusive, Benefitted Owner shall have the right, without being required to obtain the consent or joinder of any person, including any other Unit Owner or any lien holder, or any other person who may have any interest in the Property or the Land (i) to execute and deliver (on behalf of all of the Unit Owners and their respective mortgagees, if necessary) applications, petitions, agreements and other instruments which such Benefitted Owner deems necessary or desirable (including without limitation, documents to be filed or recorded with the Planning Department of County of Kauai, the Recording Office, other governmental agencies, public utility companies or private parties); (ii) to deliver documents and to take such actions in connection therewith as shall be in the sole and absolute discretion of Benefitted Owner, and his delivery of such instrument or the taking of such action shall be sufficient determination; (iii) to amend the Declaration and the Condominium Map to reflect rights of Benefitted Owner set forth such Paragraphs; and (iv) to grant easements for access and utility purposes in favor of any Subdivided Portion across the Land and for access and utility purposes in favor of the remaining portion of the Land across the Subdivided Portion.

(c) If notwithstanding that a paragraph within this Section 19 does not require the consent or joinder of an Owner, lien holder or other person having any interest in the Project ("Third Party") to the action or change by another Owner benefitted by a paragraph within this Section 19 ("Benefitted Owner"), but the Act, County Rules, State Laws, title companies, permitting entities or public utility companies nonetheless do require the consent or joinder by the Third Party, then upon the request of Benefitted Owner, each such Third Party hereby consents in advance to such action or change being made by the benefitted Owner and agrees to consent to and join in, as aforesaid, and to execute all instruments or documents necessary or desirable so that Benefitted Owner may effectuate his change or otherwise do as permitted under the respective paragraph within this Section 19.

If the Third Party fails to provide such requested written joinder, consent, or take such action, as the case may be, such shall be accomplished by signature of the Benefitted Owner acting under an irrevocable power-of-attorney in favor of Benefitted Owner from each of the other Owners and Third Parties, the acquiring or acceptance of ownership in a Unit or of a lien covering a Unit or of any other interest in the Project being a grant of such power, and the grant being coupled with an interest, being irrevocable.

(d) The rights of a Benefitted Owner (including, without limitation, the Subdividing Unit Owner ) granted under each of the Paragraphs within Section 19 may be assigned, mortgaged or otherwise be transferred by such

benefitted Owner only in connection with the assignment, mortgage or other transfer of the Unit owned by Benefitted Owner.

(e) Each and every conveyance, lease and mortgage or other lien made or created on any Unit and all common interests and other appurtenances thereto shall be subject to the provisions of each of the Paragraphs within Section 19 and any lease of a Limited Common Element shall reserve to each Owner the rights set forth in each of these paragraphs.

End of Exhibit B

EXHIBIT "C"

COMMON ELEMENTS. Paragraph 4 of the Declaration designates certain portions of the Project as "common elements", including specifically but not limited to:

One freehold estate is hereby also designated in all the remaining portions of the Project, herein called "common elements", including specifically but not limited to:

- 4.1 The Land in fee simple,, as shown on the Condominium Map and more particularly described in Exhibit A attached hereto;
- 4.2 The limited common elements described in Paragraph 5 of this Declaration;
- 4.3 All pipes, wires, ducts, conduits or other utility or service lines, drainage ditches or appurtenant drainage structures and retaining walls (if any), which are located now or hereafter outside the Units and which are utilized for or serve more than one Unit; and
- 4.4 All pipes, wires, ducts, conduits or other utility or service lines running now or hereafter through a Unit which are utilized by or serve more than one Unit.

EXHIBIT "D"

LIMITED COMMON ELEMENTS. Paragraph 5 of the Declaration designates:

- 5.1 Certain parts of the common elements, herein called the "Limited Common Elements", are hereby designated and set aside for the exclusive use of certain of the Units, and each Unit shall have appurtenant thereto exclusive easements for the use of all such limited common elements set aside and reserved for such Unit's exclusive use. Unless otherwise specified, all costs of every kind pertaining to each limited common element, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne by the Unit to which it is appurtenant.
- 5.2 The limited common elements so set aside and reserved for the exclusive use of Unit 1 are as follows:
- (a) The site on which Unit 1 is located, consisting of the land beneath and immediately adjacent to such Unit, as shown and delineated on the Condominium Map as "Limited Common Element Unit 1, 8.79 Acres" (including the airspace above such site) is for the exclusive benefit of Unit 1; and
  - (b) A mailbox designated by the Declarant for the use of Unit 1.
- 5.3 The limited common elements so set aside and reserved for the exclusive use of Unit 2 are as follows:
- (a) The site on which Unit 2 is located, consisting of the land beneath and immediately adjacent to such Unit, as shown and delineated on the Condominium Map as "Limited Common Element Unit 2, 1.000 Acre" (including the airspace above such site) is for the exclusive benefit of Unit 2; and
  - (b) A mailbox designated by the Declarant for the use of Unit 2.
- 5.4 Any other common element of the Project which is rationally related to fewer than all the Units shall be deemed a limited common element appurtenant to and for the exclusive use of such Unit to which it is rationally related.

Note: The "Dwelling Areas" herein described are not legally subdivided lots.

EXHIBIT "E"

ENCUMBRANCES AGAINST TITLE

1. ASSESSMENTS OR CHARGES LEVIED BY MUNICIPAL OR GOVERNMENTAL AUTHORITY OR IMPOSED BY ANY OTHER LAWFULLY CONSTITUTED BODY AUTHORIZED BY STATUTE TO ASSESS, LEVY AND COLLECT THE SAME, IF ANY. FOR INFORMATION CONCERNING REAL PROPERTY TAXES CALL THE COUNTY TAX ASSESSOR.
2. TITLE TO ALL MINERALS AND METALLIC MINES RESERVED TO THE STATE OF HAWAII.
3. SETBACK FOR BUILDING PURPOSES, AS SHOWN ON SURVEY MAP PREPARED BY RICHARD S. YOKOYAMA, REGISTERED LAND SURVEYOR, DATED NOVEMBER 1, 1978.
4. THE TERMS AND PROVISIONS, INCLUDING THE FAILURE TO COMPLY WITH ANY COVENANTS, CONDITIONS AND RESERVATIONS, CONTAINED IN ROAD WIDENING RESERVE AGREEMENT DATED SEPTEMBER 5, 1991, RECORDED AS DOCUMENT NO. 91-150922, BY AND BETWEEN NICHOLAS SPRINKEL AND PAULINE LAU SPRINKEL, "OWNER/APPLICANT" AND THE COUNTY OF KAUAI PLANNING DEPARTMENT.
5. STRUCTURE POSITION DISCREPANCIES AS SHOWN ON THE SURVEY MAP PREPARED BY ROGER M. CAIRES, LAND SURVEYOR DATED AUGUST 23, 2003.
6. ENCROACHMENT(S) AS SHOWN ON THE SURVEY MAP PREPARED BY ROGER M. CAIRES, LAND SURVEYOR, WITH CAIRES LAND SURVEYING, DATED AUGUST 23, 2003.
7. TERMS, PROVISIONS, INCLUDING THE FAILURE TO COMPLY WITH ANY COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND OBLIGATIONS OF THAT CERTAIN AGREEMENT DATED NOVEMBER 25, 2003, BY ANASTACIA ARAGON CHATFIELD AND JOSHUA PETER CHATFIELD, AND BETWEEN THE COUNTY OF KAUAI PLANNING DEPARTMENT, RECORDED DECEMBER 15, 2003, AS DOCUMENT NO. 2003-275805.
8. AN EASEMENT AFFECTING A PORTION OF SAID LAND AND FOR THE PURPOSES STATED, IN FAVOR OF KAUAI ISLAND UTILITY COOPERATIVE, A COOPERATIVE ASSOCIATION FORMED PURSUANT TO THE PROVISION OF CHAPTER 421C OF THE HAWAII REVISED STATUTES, AND VERIZON HAWAII INC., A HAWAII CORPORATION, FOR UTILITY PURPOSES, DATED JULY 23, 2004, RECORDED AS DOCUMENT NO. 2004-188115.
9. A MORTGAGE TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED HEREIN AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, DATED JANUARY 3, 2006, RECORDED AS DOCUMENT NO. 2006-021790.  
  
SUBORDINATION AGREEMENT, SUBORDINATING THE SUBJECT MATTERS REFERRED TO IN THIS PARAGRAPH, BY THE PROVISIONS CONTAINED THEREIN, EXECUTED BY USAA FEDERAL SAVINGS BANK, DATED JANUARY 3, 2006, RECORDED AS DOCUMENT NO. 2006-073752, SUBORDINATED TO MORTGAGE SHOWN IN ITEM #10 AS DOCUMENT NO. 2006-067749. (NOTE: SUBORDINATION AGREEMENT INCORRECTLY SHOWS SUPERIOR LIEN AS DOCUMENT NO. 2006-07749, WHICH SHOULD BE 2006-067749)
10. A MORTGAGE TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED HEREIN AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, DATED MARCH 9, 2006, RECORDED AS DOCUMENT NO. 2006-067749.
11. MATTERS AS SHOWN ON CONDOMINIUM FILE PLAN NO. 4252, FILED IN THE BUREAU OF CONVEYANCES OF THE STATE OF HAWAII.
12. COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS, BUT OMITTING ANY COVENANTS OR RESTRICTIONS IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS SET FORTH. IN THE DECLARATION OF CONDOMINIUM PROPERTY REGIME, DATED JUNE 8, 2006, RECORDED AS DOCUMENT NO. 2006-112770.
13. BYLAWS OF THE ASSOCIATION OF "PUALENA RANCH", DATED JUNE 8, 2006, RECORDED AS DOCUMENT NO. 2006-112771.

## EXHIBIT "F"

SUMMARY OF THE PROVISIONS OF THE SALES CONTRACT. The Sales Contract consists of two documents: a Hawaii Association of Realtors Standard form of Deposit Receipt Offer and Acceptance ("DROA") and a document attached to the DROA which is entitled "SPECIAL CPR PROVISIONS ATTACHED TO THE DROA".

The Special Provisions are intended to amend the DROA, and unless the context would indicate clearly to the contrary, then in the event of any conflict between a provision contained in the Special Provisions and a provision contained in the DROA, the provision contained in the Special Provisions shall prevail.

1. Description of the Property to be Conveyed: Fee simple title to the Apartment, together with the furnishings and appliances, if any, and the undivided interest in the common elements set forth in the DROA.. Title will be conveyed subject to the encumbrances of record.
2. Purchase Price and Terms. The purchase price for the Apartment is set forth on page 2 of the DROA is to be paid in the method and at the times set forth in the DROA. This may include payment of (a). An initial deposit; (b). An additional cash deposit, if set forth in the DROA ; and (c) the balance of the purchase price is to be paid to escrow by purchaser on or before closing.
3. Financing of Purchase. Paragraph C-24 of the DROA Form (if elected) provides if Buyer desires financing, a loan application must be made within a certain number of days and if Buyer's application is not approved within a certain number of days after the application, then either Seller or Buyer may cancel the Sales Contract. Upon such cancellation, Buyer's deposits will be refunded by escrow without interest.
4. Closing Costs. Closing costs and escrow fees are to be shared in accordance with the DROA, except that Seller does have the option to require two months' advance payment of Association maintenance fees and a start up expense for the Association of Apartment Owners equal to two months' of Association maintenance fees. Buyer's proportionate share of any liability insurance premium, real property taxes, maintenance fees and any other charges with respect to the Property shall be pro-rated between Seller and Buyer as of the date of closing.
5. Closing. Seller has agreed to cause the Apartment to be sold to the Buyer within the time period set forth on page 3 of the DROA .
6. No Present Transfer and Subordination to Construction Loan.
  - (a) The Sales Contract may be subject to existing and future blanket loans, and any security interest now or hereafter obtained by a lender of Seller is or will be prior and senior to any rights of the Buyer arising under the Sales Contract. This obligation to subordinate the purchaser's right under the Sales Contract to loans now or hereafter made by the Seller is set forth in Paragraph 4 of the Special Provisions.
  - (b) Seller may also assign by way of security all of its interest in the Sales Contract, as collateral for the repayment of the loan and if the Lender acquires the Seller's interest in the Sales Contract, then the Buyer is obligated to perform the Sales Contract, and to attorn to and recognize the Lender as the seller under the Sales Contract.
  - (c) Notwithstanding that the Sales Contract may be subordinate to a blanket lien, if the Buyer performs his obligations under the Sales Contract, then Seller is required to convey the Apartment to Buyer at closing free and clear of any blanket lien.
7. Seller's Rights to Cancel Sales Contract. The Seller may cancel the Sales Contract with the Buyer if (a) Buyer fails to qualify for a permanent loan (if Paragraph C-24 of the DROA is selected; (b) Buyer defaults under the Sales Contract (paragraph 6(b) of the Special Provisions); (c) Buyer dies prior to Closing Date (paragraph 6(a) of the Special Provisions) or (d) the Final Public Report shall not have been issued and Buyer shall not have waived his right to cancel (called the "Effective Date"). Pursuant to Paragraph 6(b) of the Special Provisions, if Buyer fails to close as required, then in the case only of non-monetary default after ten (10) days following Seller's notice of Buyer's default or otherwise without notice as to monetary defaults, the Seller may cancel the Sales Contract and all sums previously paid by Buyer will belong absolutely to the Seller as liquidated damages. Additionally, Seller may pursue any other remedy, and all costs, including reasonable attorney's fees, incurred by reason of default by the Buyer shall be borne by the Buyer. Time is the essence of the Sales Agreement.
8. Rights of Buyer to Cancel the Sales Contract. The Buyer has the right to cancel the Sales Contract under the following conditions:

(a) At any time within thirty (30) days following the date the Final Public Report is delivered to Buyer. If Buyer so cancels, Buyer will be entitled to receive refund of any deposits, less any escrow cancellation fees and other costs up to \$250. If Buyer does not act within the thirty (30) day period, or if the Apartment is conveyed to the Buyer, Buyer will be deemed to have executed the receipt for the Final Public Report and to have waived his right to cancel (paragraphs 6.1 and 6.3 of the Special Provisions).

(b) The Buyer may cancel his purchase if there is a material change in the Project which directly, substantially and adversely affects the use or value of the Buyer's Apartment or the amenities available for the Buyer's use (paragraph 7(a) of the Special Provisions).

(c) Buyer fails to qualify for permanent financing if Paragraph C-24 of the DROA has been selected.

9. Paragraph 11 of the Special Provisions provides that the Buyer acknowledges that he or she has examined (and agrees to be bound) by the Declaration of Condominium Property Regime for the Project, the Bylaws of Association of Dwelling Owners, a specimen Apartment Deed and the Escrow Agreement. Seller reserves the right to modify the above documents as may be required by law, any title insurance company, or any institutional mortgagee.

10. Paragraph 12 of the Special Provisions contains provisions generally disclaiming all warranties relating to construction, design, materials or workmanship of the Apartment being bought and the Project. Buyer is cautioned to have his own inspection of the property and the Apartment.

Paragraph 12 also provides that Unit B presently consists of playhouse. The Declaration of Condominium Property Regime permits the Owner of a Unit to replace the shed with a residence or other improvement, subject to complying with County rules (including without limitation, obtaining a building permit) and subject to other conditions set forth in Paragraph 19.1 of the Declaration.

Seller gives no assurance or warranty that Buyer can obtain building permits for a residence, that adequate utility services will be available to service a residence or be available to the site, that the condition of the site is suitable for the construction of a residence, or that the costs for development of a residence will be reasonable or affordable for Buyer. Buyer acknowledges that he should investigate these and other relevant risks prior to committing to buying Unit. At closing, Seller shall disclaim any and all warranties with respect to the foregoing or any other matters relating to the Project, other than title.

If an owner within the Project intends to construct a residence or other improvements (including the replacement of a shed) after closing on his purchase, then such is likely to cause disruption, dust, noise and debris within the Project, and such could affect the comfort and use of the Project by its owners. Each Owner shall assume the risk of such occurrence.

The Summary contained in this Exhibit is merely a summary and is not intended to be a substitute for the Buyer's careful review of the Sales Contract.

End of EXHIBIT "F"

EXHIBIT "G"

SUMMARY OF THE MATERIAL PROVISIONS OF THE ESCROW AGREEMENT

Summary of the Condominium Escrow Agreement between the Developer and Hawaii Escrow & Title, Inc.:

1. All deposits will be paid to Escrow. A copy of each Sales Contract and all payments made to purchase an Apartment shall be turned over to the Escrow Agent.

2. Refunds. A Buyer shall be entitled to a return of his funds, and Escrow shall pay such funds to such Buyer, without interest, in accordance with the Sales Contract if any of the following has occurred:

(a) Developer and the purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or

(c) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, the purchaser has exercised his right to cancel the contract pursuant to Section 514A-62, Hawaii Revised Statutes, as amended; or

(d) A purchaser has exercised his right to rescind the contract pursuant to Section 514A-63, Hawaii Revised Statutes, as amended.

Upon such refund, Escrow Agent shall be entitled to a reasonable fee not less than \$25 or a fee commensurate with the work done by Escrow prior to cancellation.

3. Requirements Prior to Disbursement of Buyer's Funds. Escrow Agent shall make no disbursements of Buyer's funds, pursuant to paragraph 5 of the Escrow Agreement until all of the following have occurred:

(a) the Real Estate Commission has issued a final public report (the "Final Report") on the Project;

(b) Seller or Seller's attorney has given a written opinion to Escrow stating that all of the requirements of Sections 514A-39.5 (as to contingent final public reports), 514A-40 (as to final public reports) and 514A-63 of the Hawaii Revised Statutes, then applicable to the Project, have been satisfied.

(c) Seller shall have given Escrow a written waiver of any option reserved in any sales contract to cancel such sales contract.

4. Purchaser's Default. Seller must notify Escrow in writing if Purchaser defaults, and must certify that Seller has canceled the Purchaser's Sales Contract. After such cancellation Escrow will treat the Purchaser's funds less Escrow's cancellation fees as belonging to the Seller.

EXHIBIT "H"

DISCLOSURE ABSTRACT

Dated: June 27, 2006

1. (a) PROJECT: PUALENA RANCH  
5617 Hoku Road  
Kapaa, Island of Kauai, Hawaii 96746
  - (b) DEVELOPER: JOSHUA PETER CHADFIELD and ANASTACIA ARAGON CHADFIELD  
5617 Hoku Road  
Kapaa, Island of Kauai, HI 96746  
Telephone: (808) 240-2457
  - (c) MANAGING AGENT: Self-Managed by the Association  
of Apartment Owners
2. Breakdown of annual maintenance fees and monthly estimate costs for each unit are more fully described on Exhibit "1" attached hereto (revised and updated every twelve (12) months and certified to have been based on generally accepted accounting principles).
- Note: Developers disclose that no reserve study was done in accordance with Chapter 514A-83.6, HRS, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.
3. DESCRIPTION OF ALL WARRANTIES COVERING THE DWELLINGS AND COMMON ELEMENTS:  
The Developer is not giving any warranty on the materials and workmanship of the Units.
4. USE OF UNITS. The PUALENA RANCH Condominium Project will consist of two (2) units which shall be occupied and used only for purposes permitted by the Land Use Ordinance for the City and County of Honolulu ("LUO") then in effect

EXHIBIT "1"  
ESTIMATED OPERATING EXPENSES  
For Period July 1, 2006 to June 30, 2007  
As Prepared by Developer

Estimated Annual Expenses

Ground Maintenance	
Water/Sewer	\$-0-
* Electricity:	\$-0-
**Fire/Liability Insurance:	\$-0-
Management Fee:	\$-0-
Miscellaneous:	\$-0-
TOTAL ANNUAL EXPENSES	\$-0-

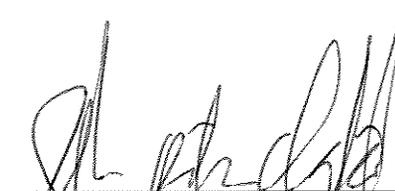
Estimated Monthly Expenses \$-0-

Estimated Monthly Maintenance Fee  
for Each Apartment: \$-0-

Note: \* All utilities will be separately metered or otherwise charged, and the common elements will incur no separate utility charges.

\*\* Section 514A-86, Hawaii Revised Statutes, requires the Association of Apartment Owners to purchase fire insurance to cover the improvements of the Project, and that premiums be common expenses. Developer anticipates that the Association may elect to permit individual apartment owners to obtain and maintain separate policies of fire insurance and name the Association as an additional insured. In such case, fire insurance premiums will be the responsibility of individual apartment owners and not common expenses.

The Developer certifies that the maintenance fees and costs as estimated by the Developer is based on generally accepted accounting principles.

  
\_\_\_\_\_  
JOSHUA PETER CHATFIELD

  
\_\_\_\_\_  
ANASTACIA ARAGON CHATFIELD

"Developer"