DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	KAHU'AINA 8
Project Address	Kohala Road, Kilauea, Hawaii 96754
Registration Number	6691
Effective Date of Report	January 8, 2009
Developer(s)	FALKO PARTNERS, LLC, a California limited liability company

Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

SPECIAL ATTENTION

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

1. Developer has not yet recorded the Declaration, By-Laws and Condominium Map for this condominium project (collectively the "Condominium Documents").

   As a result, any sales contract entered into by Buyer is non-binding and may be cancelled at any time. Upon cancellation, Buyer shall be entitled to a prompt and full refund of all moneys paid, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of $250.

   The sales contract between Buyer and Developer will become binding when **ALL** of the following events occur:

   - The condominium documents have been recorded;
   - A copy of an amended public report with an effective date issued by the Real Estate Commission has been delivered to the Buyer, along with copies of the recorded Condominium Documents; and
   - The Buyer has waived Buyer's 30-day right to cancel the sales contract.

2. It is suggested that prospective purchasers first read Exhibit Q of this Public Report for an overview of how the Developer (sometimes "Declarant" herein) proposes to develop approximately 347 acres in a master planned Kahu'aina Plantation. Exhibit Q also contains other disclosures that affect this two unit agricultural condominium project. This project is part of the master planned Kahu'aina Plantation. Details relative to the Kahu'aina Plantation can be found in the Master Declaration for Kahu'aina Plantation, which is available for inspection by purchasers on request, and in Exhibit L (Developer's reserved rights) of the Public Report.

   Essentially, this is a condominium project located on one of the agricultural subdivided lots of the master planned Kahu'aina Plantation.

3. Pursuant to that certain Subdivision Agreement, dated April 25, 2008, by and between the Developer and the County of Kauai, Developer has posted an irrevocable letter of credit and a bond with the County of Kauai to ensure completion of the subdivision improvements.

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General Information On Condominiums

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. 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 and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

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

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

Operation of the Condominium Project

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit 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 a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first 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 purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	☒ Fee Simple ☐ Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	☒ Yes ☐ No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	Kohala Road, Kilauea, Hawaii 96754
Address of Project is expected to change because	
Tax Map Key (TMK)	(4) 5-1-03:006 (por.)
Tax Map Key is expected to change because	
Land Area	Approximately 4.458 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	N/A

1.2 Buildings and Other Improvements

Number of Buildings	None, 2 "spatial" units
Floors Per Building	N/A
Number of New Building(s)	N/A
Number of Converted Building(s)	N/A
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	N/A

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc.)	Total Area
8A	1		0	29,757 square feet	Spatial	29,757 square feet
8B	1		0	32,607 square feet	Spatial	32,607 square feet
See Exhibit A.						

2	**Total Number of Units**

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

1.4 Parking Stalls

Total Parking Stalls in the Project:	*
Number of Guest Stalls in the Project:	N/A
Number of Parking Stalls Assigned to Each Unit:	N/A
Attach Exhibit ____ specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. *Each Unit has ample space for parking within its Unit. On-site parking for at least four (4) vehicles is required under Section 5.4(d) of the Master Declaration of Covenants, Conditions, Restrictions and Easements for Kahu'aina Plantation with a minimum of 2 covered and enclosed spaces, and which parking areas shall be located within the Unit.	

1.5 Boundaries of the Units

Boundaries of the unit: See **Exhibit B** for a description of the unit boundaries.

1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project): See **Exhibit C.**

1.7 Common Interest

Common Interest: Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit'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 unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in **Exhibit D.**
As follows: See **Exhibit D.**

1.8 Recreational and Other Common Facilities (Check if applicable):

☐	Swimming pool
☐	Laundry Area
☐	Storage Area
☐	Tennis Court
☐	Recreation Area
☐	Trash Chute/Enclosure(s)
☐	Exercise Room
☐	Security Gate
☐	Playground
☐	Other (describe):

1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.
Described in **Exhibit E.**
Described as follows: **Exhibit E.**

Common Element	**Number**
Elevators	**N/A**
Stairways	**N/A**
Trash Chutes	**N/A**

1.10 Limited Common Elements

Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.
Described in **Exhibit F.**
Described as follows: See **Exhibit F.**

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.	
☒	Pets: See **Exhibit G, paragraph 4 (g).**
☒	Number of Occupants: Occupancy shall be in accordance with any limitations imposed by State or municipal law ordinances.
☒	Other: See **Exhibit G.**
☐	There are no special use restrictions.

1.12 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 a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).
Exhibit H describes the encumbrances against title contained in the title report described below.
Date of the title report: October 16, 2008
Company that issued the title report: First American Title Company, Inc.

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning:				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
☐	Residential		☐ Yes ☐ No	
☐	Commercial		☐ Yes ☐ No	
☐	Mix Residential/Commercial		☐ Yes ☐ No	
☐	Hotel		☐ Yes ☐ No	
☐	Timeshare		☐ Yes ☐ No	
☐	Ohana		☐ Yes ☐ No	
☐	Industrial		☐ Yes ☐ No	
☒	Agricultural		☒ Yes ☐ No	Agricultural
☐	Recreational		☐ Yes ☐ No	
☒	Other (specify): spatial	2	☒ Yes ☐ No	Agricultural
Is/Are this/these use(s) specifically permitted by the project's Declarations or Bylaws? **See Exhibit I.**			☒ Yes ☐ No	

Variances to zoning code have been granted.	☐ Yes ☒ No
Describe any variances that have been granted to zoning code.	

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots

In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.

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

	Conforming	Non-Conforming	Illegal
Uses	☒	☐	☐
Structures	☒	☐	☐
Lot	☒	☐	☐

If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:

1.15 Conversions

Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.	☐ **Applicable** ☒ **Not Applicable**
Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:	
Developer's statement of the expected useful life of each item reported above:	
List of any outstanding notices of uncured violations of any building code or other county regulations:	
Estimated cost of curing any violations described above:	

Verified Statement from a County Official N/A
Regarding any converted structures in the project, attached as Exhibit ____ is a verified statement signed by an appropriate county official which states that either: (A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable: (i) Any variances or other permits that have been granted to achieve compliance; (ii) Whether the project contains any legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and (iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance; or (B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.
Other disclosures and information:

1.16 Project In Agricultural District

Is the project in an agricultural district as designated by the land use laws of the State of Hawaii? **If answer is "Yes", provide information below.**	☒ Yes ☐ No
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? ☒ Yes ☐ No If the answer is "No", provide explanation.	
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? ☒ Yes ☐ No If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.	
Other disclosures and information: The Master Declaration, CPR Declaration, Agricultural Guidelines, Purchase Contract, and Unit Deed disclose that the project is in an agricultural district, subject to conformance with State and County laws with respect to its use, including but not limited to Hawaii Revised Statutes, Chapter 205 and Kauai County Code, Chapter 8, and farm dwelling unit requirements set forth therein. The County of Kauai may require each unit owner to enter into a separate farm dwelling unit agreement.	

1.17 Project with Assisted Living Facility

Does the project contain any assisted living facility units Subject to Section 321-11(10), HRS? **If answer is "Yes", complete information below.**	☐ Yes ☒ No
Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.	
The nature and the scope of services to be provided.	
Additional costs, directly attributable to the services, to be included in the association's common expenses.	
The duration of the provision of the services.	
Other possible impacts on the project resulting from the provision of the services.	
Other disclosures and information.	

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: **See Exhibit J.** Business Address: Business Phone Number: E-mail Address:
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	**See Exhibit J.**
2.2 Real Estate Broker	Name: Rosemary A. Smith Business Address: 872 Kamalu Road Kapaa, Kauai, HI 96746 Business Phone Number: (808)-822-5216 E-mail Address: rosewood@aloha.net
2.3 Escrow Depository	Name: Title Guaranty Escrow Services, Inc. Business Address: 235 Queen Street, 1st Floor Honolulu, Hawaii 96813 Business Phone Number: (808) 742-8490 E-mail Address: mhubbard@tghawaii.com
2.4 General Contractor	Name: N/A Business Address: Business Phone Number:
2.5 Condominium Managing Agent	Name: Self managed by the Association Business Address: Business Phone Number:
2.6 Attorney for Developer	Name: Dennis M. Lombardi, Esq. Lauren R. Sharkey, Esq. Business Address: 737 Bishop St, Suite 2600 Honolulu, Hawaii 96813 Business Phone Number: (808) 547-5400 E-Mail Address: DML@caselombardi.com LRS@caselombardi.com

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Not yet recorded.		

Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number

3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit 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 that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Not yet recorded.		

Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	**Not yet recorded.**
Dates of Recordation of Amendments to the Condominium Map:	

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "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. Changes to House Rules do not need to be recorded to be effective.	
The House Rules for this project:	
Are Proposed	☐
Have Been Adopted and Date of Adoption	☐
Developer does not plan to adopt House Rules	☒

3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	67% **See Exhibit K**
Bylaws	67%	67% **See Exhibit K**

3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

☐	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
☒	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows: **See Exhibit L**

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

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

The Initial Condominium Managing Agent for this project is (check one):	
☐	Not affiliated with the Developer
☒	None (self-managed by the Association)
☐	The Developer or an affiliate of the Developer
☐	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.
Exhibit M contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
☐	Electricity for the common elements
☐	Gas for the common elements
☐	Water
☐	Sewer
☐	TV cable
☐	Other (specify) refuse collection

4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
☒	Electricity for the Unit only
☒	Gas for the Unit only
☒	Water
☒	Sewer
☒	TV cable
☐	Other (specify)

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

Sales Documents on file with the Commission include, but are not limited to, the following:	
☒	Specimen Sales Contract **Exhibit N** contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
☒	Escrow Agreement dated: August 18, 2008 Name of Escrow Company: Title Guaranty Escrow Services, Inc., a Hawaii corporation **Exhibit O** contains a summary of the pertinent provisions of the escrow agreement.
☐	Other

5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants. **N/A**

☐	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
☐	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____.
☐	Developer has or will designate the units for sale to Owner-Occupants by publication.

5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

☒	There are no blanket liens affecting title to the individual units. **See Exhibit P**
☐	There are blanket liens that may affect title to the individual units.

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:

Building and Other Improvements: **N/A**

Appliances: **N/A**

5.5 Status of Construction, Date of Completion or Estimated Date of Completion

Status of Construction: Developer estimates construction of the subdivision improvements to commence approximately June 2010.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract: Subdivision improvements for the Unit shall be completed no later than sixty (60) months following the date that the Purchase Contract becomes a binding contract, which is the earlier of the date: a) Buyer delivers to Seller Buyer's written waiver of Buyer's right to cancel the Purchase Contract following Seller's delivery to Buyer of the Notice of Right to Cancel this Purchase Contract, or (b) thirty (30) days have expired following Seller's delivery to Buyer of the Notice of Right to Cancel, provided Buyer has not exercised Buyer's right to cancel, subject to Seller's right to extend the Completion Deadline for force majeure events, which are defined in the Purchase Contract or in a further addendum to the Purchase Contract.
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: **N/A**

5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

☒	The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project. If the box to the left is checked, Sections 5.6.2, which follow below, will not be applicable to the project.

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):	
☐	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or
☐	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

In connection with the use of purchaser deposits (check Box A or Box B):

Box A ☐	The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report. If Box A is checked, you should read and carefully consider the following notice, which is required by law: **Important Notice Regarding Your Deposits: Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.**
Box B ☐	The Developer has **not** submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits. If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the **Important Notice Regarding Your Deposits** set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, **you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment**. (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report. You should understand that, although the **Important Notice Regarding Your Deposits** set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.

Material House Bond. If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.

5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.
1. Developer's Public Report
2. Declaration of Condominium Property Regime (and any amendments)
3. Bylaws of the Association of Unit Owners (and any amendments)
4. Condominium Map (and any amendments)
5. House Rules, if any
6. Escrow Agreement
7. Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8. Other: Master Declaration Of Covenants, Conditions, Restrictions And Easements For Kahu'aina Plantation, Design Guidelines and all documents as provided in **Exhibit H**.

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 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:
Website to access official copy of laws: www.capitol.hawaii.gov
Website to access rules: www.hawaii.gov/dcca/har

5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

(1) The purchaser has signed the sales contract.

(2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.

(3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.

(4) The purchaser does at least one of the following:

(a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

(b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or
(c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of $250.

5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of $250.00.

5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

(1) Checking the waiver box on the rescission form; or

(2) Letting the 30-day rescission period expire, without taking any action to rescind; or

(3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30th calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

See Exhibit Q.

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

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 purchasers 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. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

Falko Partners, LLC, a California limited liability company
Printed Name of Developer

By: _____
Duly Authorized Signatory*

08/18/2008
Date

Matt Evans, President of Lyon Ventures, LLC, a California limited liability company, its Managing Member
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; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

370610.04

EXHIBIT A

Section 1.3 -- Unit Types and Sizes of Units

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE UNIT TYPES AND SIZES OF UNITS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

UNITS DIMENSIONS

The approximate size of Unit 8A is 29,757 square feet and Unit 8B is 32,607 square feet.

The Unit shall be deemed to consist of the Buildable Area, all the space bounded by (i) the ground of the Buildable Area, (ii) the imaginary horizontal plane above the surface of the ground as allowed under the County of Kauai Comprehensive Zoning Ordinance, and (iii) the imaginary vertical planes along the perimeter of such Buildable Area. The Unit means the Buildable Area as generally reflected on the Condominium Map and all improvements and facilities constructed or reconstructed therein.

ACCESS TO COMMON ELEMENTS

Each Unit has immediate access to the Common Elements of the Kahu'aina 8 condominium community (the "Community") and the Kahu'aina Plantation community (the "Plantation Community").

ACCESS TO A PUBLIC STREET

The Community will have access to Koolau Road from Kohala Road, which is reflected on the Condominium Map.

EXHIBIT B

Section 1.5 -- Boundaries of the Units

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE BOUNDARIES OF THE UNITS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

BOUNDARIES OF THE UNITS

The boundaries of the units comprise the entire Buildable Area as generally reflected on the Condominium Map.

The Unit shall not include any pipes, shafts, wires, conduits or other utility or service lines running through a Unit which are utilized for or serve more than one Unit, all of which are deemed Common Elements as provided in the Declaration. If any wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element appurtenant solely to that Unit, and any portion thereof serving more than one Unit or any portion of thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

END OF EXHIBIT B

EXHIBIT C

Section 1.6 -- Permitted Alterations

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE PERMITTED ALTERATIONS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

1. Repair, Reconstruction, Restoration, and Replacement. Except as provided in Sections K, L, and P of the Declaration, repair, reconstruction, restoration, and replacement of the Community different in any material respect from the Condominium Map shall be undertaken by the Association or any Owners only pursuant to an amendment of the Declaration and shall in all instances comply with the law. Except as expressly provided otherwise in the Declaration, any such amendment shall be duly executed by or pursuant to the affirmative vote of sixty seven percent (67%) of the Owners and accompanied by the written consent of the eligible holders of first mortgage (as hereinafter defined) on Units to which at least sixty seven percent (67%) of the votes of Units subject to mortgages held by such eligible holders are allocated, and in accordance with complete plans and specifications therefor first approved in writing by the Board of Directors of the Master Association ("Board"). Promptly upon completion of such repair, reconstruction, restoration, replacement, construction, alteration or addition, the Association shall duly Record and file of record such amendment together with a complete set of plans of the Community as so altered, certified as built by a Hawaii licensed, registered architect or professional engineer.

2. Alterations or Additions to Units. Any alterations or additions solely within a Unit or within a Buildable Area appurtenant to and for the exclusive use of a Unit or more than one Unit, shall require only those approvals specified in the Declaration. Upon completion of authorized and approved alterations or additions, the Owner(s) of the affected Unit shall duly Record and file of record an amendment to the Declaration together with the approved plans showing only such alterations or additions within a Unit space or within a Limited Common Element as aforesaid. Such amendment to the Declaration need only be executed by the Owner(s) affected and their first mortgagees, as may be required, and the Design Review Committee.

3. Declarant's Rights. Any other provision in the Declaration to the contrary notwithstanding and without limitation of the rights reserved to Declarant in other sections of the Declaration, including, without limitation Declarant's rights to alter Units and/or the Community under Section E or otherwise in the Declaration, prior to and following (ii) the time that all Units in the Community have been sold and the conveyance thereof Recorded, and (ii) the filing by Declarant of the "as built" verified statement (with plans, if applicable) required by Section 514B-34 of the Act, Declarant shall have the right, without being required to obtain the consent or joinder of any person or group of persons, including the Association, any Owner or any mortgagee, lienholder, or any other person who may have an interest in the Community, to do the following:

(a) To make alterations in the Community (and to amend the Declaration and the Condominium Map accordingly) which decreases or increases the size of, or change the location of any Unit (and the Limited Common Elements appurtenant thereto) in the Community which is not sold and the conveyance thereof Recorded; and

(b) To make other alterations in the Community (and to amend the Declaration and the Condominium Map accordingly) which make minor changes in any Unit in the Community or in the Common Elements which do not affect any Unit which has been sold and the conveyance thereof Recorded.

4. Permitted Alterations. Except as otherwise provided in the Declaration, the Bylaws or the Design Guidelines, an Owner may make "nonmaterial structural additions" to an Owner's Unit as the foregoing term is used in and subject to the provisions of Section 514B-140(c) of the Act.

5. Government Regulations. If there is any conflict between the requirements or actions of the Board and the mandatory regulations or ordinances of any governmental entity relating to the Community, the government regulation or ordinance, to the extent that such regulations and ordinances are more restrictive, shall control, and the Board shall modify its requirements or actions to conform to the government regulation or ordinance; provided, however, that if the governmental rules or regulations are less restrictive, the provisions of the Declaration shall nonetheless apply. The application by an Owner for review and approval by the Board of any Plans and Specifications or other submittals by such Owner shall in no way be deemed to be satisfaction of compliance with any applicable statute or law, or governmental rule or regulation or public utility requirement (hereinafter collectively referred to as "Additional Requirements"); provided, however, if the Additional Requirements are less restrictive than the provisions of the Declaration, the provisions of the Declaration shall nonetheless apply.

END OF EXHIBIT C

EXHIBIT D

Section 1.7 -- Common Interest

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE COMMON INTEREST CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Unit 8A 50% common interest in the Common Elements.
Unit 8B 50% common interest in the Common Elements.

END OF EXHIBIT D

EXHIBIT E

Section 1.9 -- Common Elements

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE COMMON ELEMENTS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

The Common Elements of the Community shall specifically include, but are not limited to, the following:

1. The Land in fee simple and those improvements to the Land, excluding the Units, but including without limitation the Community roads, roadway easements, any common area landscaping and similar improvements;

2. All the benefits, if any, inuring to the Land or the Community from all easements, if any shown on the Condominium Map or listed in Exhibit "A" attached to the Declaration of Condominium Property Regime.

3. All yards, grounds, trees, gardens, walkways, walkway railings, gates, landscaping, recycling area, trash bins, and refuse facilities not located within a Unit;

4. All roads, driveways, access lanes, paved areas, ramps and loading areas not located within a Unit;

5. All access driveways and roadway areas, which are not designated as Limited Common Elements;

6. All drainage facilities or swales, pipes, shafts, wires, conduits or other utilities or service lines running through a Unit which are utilized for or serve more than one Unit or other features of the Community.

7. All vents, shafts, sewer lines, water lines, pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations on, above, over, under and across the Community to the point of their respective connections to Improvements comprising a part of the Units or the Limited Common Elements appurtenant thereto, which serve more than one Unit, including, without limitation, those providing electricity, light, gas (if any), water, refuse, drainage, irrigation, telephone, and radio and television signal distribution (if any); and

8. Any and all other apparatus and installations existing for common use by more than one (1) Unit, and any and all other parts of the Community necessary or convenient to its existence, maintenance or safety, or normally in common use;

9. All other parts of the Community not included in the definition of a Unit, not within a Unit or designated as a Limited Common Element.

END OF EXHIBIT E

EXHIBIT F

Section 1.10 -- Limited Common Elements

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE LIMITED COMMON ELEMENTS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Without limitation of designations specified in the Declaration and as determined appropriate by the Association, certain parts of the Common Elements, herein called the "Limited Common Elements", are hereby designated and set aside for the exclusive use of certain Units, and such Units shall have appurtenant thereto exclusive use of such Limited Common Elements as follows:

1. Private Yard Area – The land area appurtenant to each Unit, as described in the Declaration and as shown on the Condominium Map and bearing the same Private Yard Area number as the unit number assigned to the Unit, is a limited common element. The Private Yard Areas are not legally subdivided lots. The Private Yard Areas include the land beneath the Unit bearing the same number as the Private Yard Area, the sides and to the rear of the Unit as demarked (at the sole election of Declarant) by (1) fencing of the yard area or rear yard and/or front yard areas of the Unit; (2) appropriate physical monuments at the corners of the Private Yard Area and/or locations shown on the Condominium Map; or (3) by metes and bounds noted on the Condominium Map or contained in a Supplemental Declaration.

2. Any access driveways.

3. Any other area designated as a Limited Common Element for the exclusive use of specific Owners.

END OF EXHIBIT F

EXHIBIT G

Section 1.11 -- Special Use Restrictions

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE SPECIAL USE RESTRICTIONS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS, INCLUDING THE MASTER DECLARATION, DEFINED BELOW. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Certain special use restrictions applicable to Units in the Community, as set forth in this Exhibit G, are contained in Article V of the Master Declaration of Covenants, Conditions, Restrictions and Easements for Kahu'aina Plantation ("Master Declaration"), of which the Community is a subdistrict. The term "Lots" as used herein shall refer to and include Units. All capitalized terms used in this Exhibit G shall have the same meanings as used in the Master Declaration, unless otherwise expressly defined in the Declaration.

1. **Hazardous Materials**. Each Owner and Occupant shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "**Environmental Laws**"). The Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "**Hazardous Materials**"). No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about any Unit, any Common Area or any portion of the Property, or transport to or from any portion of the Property any Hazardous Materials except in compliance with the Environmental Laws.

2. **Property Restrictions**. No covenants, conditions, restrictions or easements, or similar instruments shall be Recorded by any Owner or other Person, except Declarant, against any Lot without the provisions thereof having been first approved in writing by the Board and Declarant, which approval may be withheld in the sole discretion of the Board and Declarant, and any such covenants, conditions, restrictions or easements Recorded without the Board's and the Declarant's approval being evidenced thereon shall be null and void.

3. **Permits and Rezoning.** Each Lot Owner shall be responsible for obtaining any and all applicable permits, including use, building, special and variances permits. No applications for general plan changes, rezoning, variances, special permits, use permits or the like affecting any Lot shall be filed with any governmental authority unless the proposed use of the Lot has first been approved by the Board and Declarant and the proposed use otherwise complies with the Master Declaration and any applicable Supplemental Declaration. This provision shall not in any way prohibit, restrict or otherwise limit the right of Declarant to apply for, prosecute and receive rezoning and/or reclassification of any portion of the Property, or the Annexation Property then owned (or the subject of an option to purchase) by Declarant, or to apply for, prosecute and receive variances or use permits relating to such property.

4. **Covenants, Conditions, Restrictions and Easements Applicable to Lots**. Subject to the Declarant's rights as outlined in Section 21.2 of the Master Declaration, the following covenants, conditions, restrictions and reservations of easements and rights shall apply to all Lots, the Owners thereof, and all Occupants:

(a) **Agricultural Use**. The Community is located within the State's agricultural district and each Lot must be used only in accordance with the uses described in the Hawaii Revised Statutes, Chapter 205, as may be amended from time to time, which provide in part as follows:

(1) Lands with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class B shall be restricted to the following permitted uses as permitted by Hawaii Revised Statutes, § 205-4.5(a) (2006):

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

(b) Game and fish propagation;

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

(d) Farm dwellings, employee housing, farm buildings, or activities or uses related to farming and animal husbandry. "Farm dwelling" as used in this paragraph means a single-family dwelling located on and used in connection with a farm, including clusters of single-family farm dwellings permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling;

(e) Public institutions and buildings that are necessary for agricultural practices;

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

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

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

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

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

(k) Agricultural parks;

(l) Plantation community subdivisions, which as used in this paragraph means a subdivision or cluster of employee housing, community buildings, and acreage established on land currently or formerly owned, leased, or operated by a sugar or pineapple plantation and in residential use by employees or former employees of the plantation; provided that the employees or former employees shall have a property interest in the land; or

(m) Agricultural tourism conducted on a working farm, or a farming operation as defined in Section 165-2 HRS, for the enjoyment, education, or involvement of visitors;

provided that the agricultural tourism activity is accessory and secondary to the principal agricultural use and does not interfere with surrounding farm operations; and provided further that this paragraph shall apply only to a county that as adopted ordinances regulating agricultural tourism under section 205-5 HRS; or

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

(2) Lands with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class C, D and E and so long as such lands remain with the State's agricultural district, the land shall be restricted to the following permitted uses as permitted by Hawaii Revised Statutes, § 205-2(d):

(a) Activities or uses as characterized by the cultivation of crops, orchards, forage, and forestry;

(b) Farming activities or uses related to animal husbandry, and game and fish propagation;

(c) Aquaculture, which means the production of aquatic plant and animal life within ponds and other bodies of water;

(d) Wind generated energy production for public, private, and commercial use;

(e) Bona fide agricultural services and uses that support the agricultural activities of the fee or leasehold owner of the property and accessory to any of the above activities, whether or not conducted on the same premises as the agricultural activities to which they are accessory, including but not limited to farm dwellings as defined in HRS Section 205-4.5(a)(4), employee housing, farm buildings, mills, storage facilities, processing facilities, vehicle and equipment storage areas, roadside stands for the sale of products grown on the premises, and plantation community subdivisions as defined in HRS Section 205-4.5(a)(12);

(f) Wind machines and wind farms;

(g) Small-scale meteorological, air quality, noise, and other scientific and environmental data collection and monitoring facilities occupying less than one-half acre of land, provided that these facilities shall not be used as or equipped for use as living quarters or dwellings;

(h) Agricultural parks;

(i) Agricultural tourism conducted on a working farm, or a farming operation as defined in HRS Section 165-2, for the enjoyment, education, or involvement of visitors; provided that the agricultural tourism activity is accessory and secondary to the principal agricultural use and des not interfere with surrounding farm operations; and provided further that this paragraph shall apply only to a county that has adopted ordinances regulating agricultural tourism under HRS Section 205-5; and

(j) Open area recreational facilities.

Agricultural districts shall not include golf courses and golf driving ranges, except as provided in HRS Section 205-4.5(d). Agricultural districts include areas that are not used for, or that are not suited to, agricultural and ancillary activities by reason of topography, soils, and other related characteristics.

(b) **Agricultural Master Plan**. Each Owner, acting through the Master Association, shall comply with the provisions of the Agricultural Master Plan.

(c) **Single-Family Use**. The Buildable Area on a Lot shall be used only for the construction and occupancy of a Single-Family Farm Dwelling Unit and typical activities incidental thereto. All such Farm Dwelling Units ("FDU") shall be used, improved, and devoted to use, pursuant to the applicable State of Hawaii and/or County laws and regulations; provided however, if the size of a Lot permits construction of additional FDU(s) by law, such FDU(s) may be permitted by Supplemental Declaration.

(d) **Garages**. On-site parking for at least four (4) vehicles is required with a minimum of 2 covered and enclosed spaces and all of which parking areas shall be located within the Buildable Area. All parking areas shall be designated in the areas accessible to, but separate from, any access driveway and porte cochere areas. Open parking areas shall be screened from view from streets, easements or neighboring properties with walls or landscaping. No garage shall be used for other than the parking of trailers, transportation vehicles or agricultural vehicles, provided, however, that a garage may be used for laundry, storage purposes or minor repairs not otherwise prohibited, so long as such use is not visible from any sidewalk or Road. No garage shall be used for living, cooking or sleeping purposes.

(e) **Violation of Law or Insurance**. No Owner or Occupant shall permit anything to be done or kept in or upon such Owner's Lot or in or upon any Common Area which will result in the cancellation, or increase in premium, or reduction in coverage of insurance maintained by the Master Association or which would be in violation of any law.

(f) **Signs**. No sign of any kind shall be displayed to the public view or from any Lot without the approval of the Design Review Committee, pursuant to the Design Guidelines, except: (i) each Owner shall install and maintain a street address sign for each Lot conforming to the uniform designs established by the Design Review Committee or within the Design Guidelines ; (ii) such signs as may be used by Declarant in connection with the development and sale or leasing of Lots or other property in the Property and the Community in general; (iii) such signs as may be required by legal proceedings, or the prohibition of which is precluded by law; and (iv) as may be approved by Declarant or the Board, such signs as may be required for traffic control and regulation of Roadways or Common Area. Notwithstanding the above, Declarant may post any and all signs which it, in its sole discretion, deems necessary. Such activities of the Declarant shall not be considered a nuisance or otherwise prohibited by the Master Declaration.

(g) **Pets**. All pets must be restrained such that they cannot leave the Lot when left unattended. In no event shall any domestic pet be allowed to run free away from its owner's Lot without a leash, or conduct itself so as to create an unreasonable annoyance. The Master Association may require the removal of any pet that is permitted to roam free, or, any pet that the Master Association, in its sole discretion, determines that it endangers the health, makes objectionable noises or odors, or otherwise constitutes a nuisance to the Community. Pet owners are responsible for any damage to Common Area caused by their pets. For purposes of this section, the term "pet" does not include livestock or other animals necessary for Agricultural Activities.

(h) **Pest Control.** It is in the Owner's best interest to contact a local pest control company to arrange for a preventive maintenance program. In many locations, especially where there are adjacent open space or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the home. Owner fully understands that it is the Owner's and the Master Association's responsibility, not Declarant's responsibility, to control pests (insects, rodents and the like) including termites in and around the Owner's Lot.

(i) **Nuisances; Construction Activities**. No Owner shall permit or suffer anything to be done or kept about or within such Owner's Lot, or on or about the Property, which will obstruct or

interfere with the rights of other Owners or Occupants, or annoy them by unreasonable noises or otherwise, nor shall an Owner commit or permit any nuisance or commit or suffer any illegal act to be committed therein or thereabout. Each Owner shall comply with the Master Association Rules and the requirements of all health authorities and other governmental authorities having jurisdiction over the Property. The normal business activities of the Declarant shall not be considered a nuisance or otherwise prohibited by the Master Declaration. Additionally, normal construction activities and parking in connection with the building of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by the Master Declaration, but all Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the Design Review Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Design Review Committee, which also may require screening of the storage areas. The Board in its sole discretion shall have the right to determine the existence of any unreasonable annoyance or nuisance under this Master Declaration.

(j) **Waste Water Systems**. All Owners are responsible for installation of individual waste water systems which shall be designed by a Hawaii licensed engineer and approved by the Hawaii State Department of Health. The design shall be subject to review by the Design Review Committee. The type and number of individual wastewater systems to be used on each Lot will be determined by the wastewater rules in effect at the time of any building permit applications.

(k) **Lights**. Exterior building lighting should be the minimum needed to provide general illumination and security of entries, patios, and outdoor spaces. With the exception of driveway lights, walkway and landscape accent lights, all lighting must occur within the Buildable Area. The light source of any exterior lighting shall not be directly visible from the common roadways or neighboring properties. An exterior lighting plan shall be submitted for review by the Design Review Committee in accordance with the applicable Design Guidelines.

(l) **Antennas**. Only to the extent permitted by law, radio, television or other antennas of any kind or nature, or device for the reception or transmission of radio, microwave or other similar signals, may be placed or maintained upon any Lot. Any antennas or other devices for the reception or transmission of radio, microwave or other similar signals, placed or maintained upon any Unit shall be screened so that it is not visible from any road or adjacent Lots pursuant to the Design Guidelines. The Board and/or the Design Review Committee reserve the right to adopt restrictions for installation of antennas for public safety reasons and for historic preservation reasons and other restrictions as allowed by law.

(m) **Service Yard and Storage Tanks**. All garbage or trash shall be kept, maintained or contained in garbage and trash receptacles and other maintenance utility or service facilities located in enclosed service yards on any Lot. All trash receptacles, utility equipment (e.g., transformers, air conditioning, pool equipment, etc.), tanks and mechanical equipment shall be visually screened so that they are not visible from roads, common areas, or surrounding residences. Solid noise-absorbing equipment covers may be required after installation if the equipment is audible from adjacent properties. No garbage and trash receptacles shall remain on any Roads for more than twenty-four (24) hours. Tanks and mechanical equipment must be enclosed within the buildings or fenced service yards on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot, provided that non-commercial, non-odoriferous, contained and reasonably concealed composting and mulching shall be permitted.

(n) **Accessory Structures and Outbuildings**. Accessory structures and outbuildings, including gazebos, and other accessory structures are permitted subject to height and aggregate area requirements determined by the Design Review Committee. Agricultural Outbuildings shall be allowed with approval by the Design Review Committee.

(o) **Safe Condition**. Without limiting any other provision in this Section, each Owner shall maintain and keep such Owner's Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots.

(p) **Fires**. All Lots and Farm Dwelling Units are subject to the Fire Code of the County of Kauai and established controlled fire limits, pursuant to such Code.

(q) **Drainage**. No Owner shall erect, construct, maintain, permit or allow any fence or other Improvement or other obstruction that would interrupt the existing drainage of the land. For the purpose hereof, "existing" drainage is defined as the drainage which exists at the time the Lot is conveyed to an Owner by Declarant, or later grading changes which are shown on plans approved by the Design Review Committee. The existing drainage may include drainage from Common Area or other property across any Lot. Each Owner shall maintain the drainage system, if any, constructed by Owner. Each Owner shall be solely responsible for all surface water escaping the Owner's Lot and any and all damages resulting therefrom. This Section shall not be deemed to restrict or otherwise affect rights reserved to Declarant to alter or change drainage patterns within or upon the Property.

(r) **Rental of Lots**. Without limitation of the restrictions specified at Section 5.4(r), an Owner who leases or otherwise grants occupancy rights to such Owner's Lot to any Persons shall be responsible for assuring compliance by the Occupant with all of the provisions of the Master Declaration, any Supplemental Declaration, the Articles, Bylaws, Master Association Rules and Design Guidelines, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by the Occupant thereof.

(s) **Landscaping and Maintenance**. Except as otherwise provided in the Master Declaration and in designated easements which are to be maintained by the Master Association, each Lot Owner shall install and keep all areas within the Buildable Areas, Natural Landscape Areas, and any other designated areas, as provided in the Master Declaration, any Supplemental Declaration, the Articles, Bylaws, Master Association Rules and Design Guidelines, landscaped and shall keep all shrubs, trees, hedges, grass and plantings of every kind located on such Owner's Lot neatly trimmed, shall keep all such areas properly cultivated and free of trash, weeds and other unsightly material and shall maintain all paved and concrete areas, including driveways and parking areas, in good condition and repair. Each Owner shall be responsible for the proper maintenance and care of any trees planted on Owner's Lot. Declarant, the Master Association may plant trees in certain designated Common Areas in the Community. Owners may not remove, replace, alter or relocate any trees or plantings so located.

(t) **Machinery and Equipment**. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except: (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a Farm Dwelling Unit, appurtenant structures, other Improvements or in conjunction with the agricultural use of the Lot; or (ii) that which Declarant or the Master Association may require for the development operation and maintenance of the Property.

(u) **Offensive Activity**. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.

(v) **Unsightly or Unkept Conditions.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any Lot.

(w) **Artificial Vegetation, Exterior Sculpture, and Similar Items.** No artificial vegetation shall be permitted on any Lot except within an enclosed Farm Dwelling Unit. Exterior sculptures, fountains, flags, and similar items must be approved by the Design Review Committee.

(x) **Continuity of Construction.** All Improvements commenced on any Lot shall be prosecuted diligently to completion, pursuant to the applicable Design Guidelines. In the event there is any damage to improvements from fire, such improvements shall be rebuilt in accordance with the provision of the Declaration or the Lot shall be cleared.

(y) **No Further Separation and Consolidation.** No Owner shall, without the prior written approval of the Board, which approval must be evidenced on the map, plan or other instrument creating the easement or other interest, subdivide or separate its Lot into smaller lots or parcels of land or transfer less than all of such Lot or grant any easement or other interest that would have the effect of subdividing or separating a Lot into smaller parcels. This provision shall not in any way prohibit, restrict or otherwise limit Declarant from subdividing, condominiumizing, separating, consolidating or resubdividing Lots or any other property owned by Declarant.

(z) **Lot Coverage.** Not more than seventeen and one-half percent (17.5%) of each Unit in the Community shall be used for construction of a Farm Dwelling Unit, accessory structures and paved driveways, if any.

(aa) **Visual Impacts.** For any Lot which is visible from the beach areas located on the seaward side of the shoreline, the Buildable Area is limited to single-story structures of which the cumulative visible width shall not exceed one hundred (100) feet. Owners are encouraged to achieve the maximum one hundred (100) feet visible width through a combination of staggered setbacks and landscape screening.

(bb) **Water Systems.** Each Owner will be a member of both a potable water company and a non-potable water company, each to be established to administer and to maintain the respective water systems (collectively the "Water Companies"). Each Owner will be subject to the attendant obligations attributable to such membership. Such obligations include, without limitation, the responsibility to pay assessments to the Water Companies for maintenance of the systems and for the use of potable and non-potable water delivered to the Owner. The non-potable water company may establish limits on the use of non-potable water. The Water Companies will be established in conjunction with the commencement of construction of the subdivision improvements.

5. **No Dwelling Units in Conservation or Special Management Areas.** If any portion of the Property is within the Conservation land use district established by the State Land Use Commission or Special Management Area ("SMA"), there shall be no residential development within that portion of the Property. No Dwelling Units in Conservation or Special Management Areas. If any portion of the Property is within the Conservation land use district established by the State Land Use Commission or Special Management Area ("SMA"), there shall be no residential development within that portion of the Property.

6. **No Limitation of Transfer of Short Term Ownership.** The Owners shall have the absolute right to sell, lease, rent or otherwise transfer their respective Units subject to all provisions of the Act, all applicable laws, and the Community Documents. Any lease or rental agreement of a Unit shall be in writing and shall provide that it shall be subject in all respects to the provisions of the Community Documents and that the failure of the lessee or tenant to comply with the terms of the Community Documents shall be a default under the lease or rental agreement.

(v) **Unsightly or Unkept Conditions.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any Lot.

(w) **Artificial Vegetation, Exterior Sculpture, and Similar Items.** No artificial vegetation shall be permitted on any Lot except within an enclosed Farm Dwelling Unit. Exterior sculptures, fountains, flags, and similar items must be approved by the Design Review Committee.

(x) **Continuity of Construction.** All Improvements commenced on any Lot shall be prosecuted diligently to completion, pursuant to the applicable Design Guidelines. In the event there is any damage to improvements from fire, such improvements shall be rebuilt in accordance with the provision of the Declaration or the Lot shall be cleared.

(y) **No Further Separation and Consolidation.** No Owner shall, without the prior written approval of the Board, which approval must be evidenced on the map, plan or other instrument creating the easement or other interest, subdivide or separate its Lot into smaller lots or parcels of land or transfer less than all of such Lot or grant any easement or other interest that would have the effect of subdividing or separating a Lot into smaller parcels. This provision shall not in any way prohibit, restrict or otherwise limit Declarant from subdividing, condominiumizing, separating, consolidating or resubdividing Lots or any other property owned by Declarant.

(z) **Lot Coverage.** Not more than seventeen and one-half percent (17.5%) of each Unit in the Community shall be used for construction of a Farm Dwelling Unit, accessory structures and paved driveways, if any.

(aa) **Visual Impacts.** For any Lot which is visible from the beach areas located on the seaward side of the shoreline, the Buildable Area is limited to single-story structures of which the cumulative visible width shall not exceed one hundred (100) feet. Owners are encouraged to achieve the maximum one hundred (100) feet visible width through a combination of staggered setbacks and landscape screening.

(bb) **Agricultural Water System and Company**. Each Owner will be a member of both a potable water company and a non-potable water company, each to be established to administer and to maintain the respective water systems (collectively the "Water Companies"). Each Owner will be subject to the attendant obligations attributable to such membership. Such obligations include, without limitation, the responsibility to pay assessments to the Water Companies for maintenance of the systems and for the use of potable and non-potable water delivered to the Owner. The non-potable water company may establish limits on the use of non-potable water. The Water Companies will be established in conjunction with the commencement of construction of the subdivision improvements.

5. **No Dwelling Units in Conservation or Special Management Areas.** If any portion of the Property is within the Conservation land use district established by the State Land Use Commission or Special Management Area ("SMA"), there shall be no residential development within that portion of the Property. No Dwelling Units in Conservation or Special Management Areas. If any portion of the Property is within the Conservation land use district established by the State Land Use Commission or Special Management Area ("SMA"), there shall be no residential development within that portion of the Property.

6. **No Limitation of Transfer of Short Term Ownership.** The Owners shall have the absolute right to sell, lease, rent or otherwise transfer their respective Units subject to all provisions of the Act, all applicable laws, and the Community Documents. Any lease or rental agreement of a Unit shall be in writing and shall provide that it shall be subject in all respects to the provisions of the Community Documents and that the failure of the lessee or tenant to comply with the terms of the Community Documents shall be a default under the lease or rental agreement.

7. **Use of Unit**. An Owner shall not use his or her Unit and/or any appurtenant Limited Common Element for any purpose which will injure the reputation of the Community or suffer anything to be done or kept in his or her Unit or elsewhere in the Community which will (a) jeopardize the soundness of any building in the Community, (b) create a nuisance or interfere with or unreasonably disturb the rights of other Owners and occupants, (c) increase the rate of fire insurance on any structure or the contents of any structure, or (d) reduce the value of the Community or any structure in the Community.

8. **Agricultural Use**. An Owner shall use his or her Unit and/or any appurtenant Limited Common Element for agricultural use as more fully set forth in the Master Declaration. Each Unit is located in the State's agricultural district and therefore, accordingly, each Unit must comply with the agricultural uses described in Chapter 205 of the Hawaii Revised Statutes. Agricultural activities and uses of the Unit include the cultivation of crops, including but not limited to flowers, vegetables, foliage, and fruit, orchards, forage, forestry and farming activities or the raising of livestock. A maximum of one (1) farm dwelling unit, which is defined as a single-family dwelling located on and used in connection with a farm or where agricultural activity provides income to the family occupying the dwelling, is permitted on the Unit and no other structures are permitted on the Unit. Each Owner shall execute any farm dwelling unit agreement required by the County.

END OF EXHIBIT G

EXHIBIT H

Section 1.12 -- Encumbrances Against Title

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE ENCUMBRANCES AGAINST TITLE CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

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

2. All customary and traditional rights, of native Hawaiians as provided for by law, for subsistence, cultural and religious purposes, which rights may involve access over and across the subject property.

3. Access rights in favor of Exclusions 2, 3, 4, 5, 6 and 7; as set forth or disclosed by the Deed recorded January 26, 1979 as Book 13443 Page 188 of Official Records.

4. A reservation in favor of the Grantor of water and riparian rights, as disclosed and being more fully set forth in the Deed recorded January 26, 1979 as Book 13443 Page 188 of Official Records.

5. The terms and provisions contained in the unrecorded Grazing License Agreement dated June 23, 1978, to Princeville Cattle Company which may be terminated upon 45 days prior written notice; as disclosed in Deed recorded January 26, 1979 as Book 13443 Page 188 of Official Records.

6. Easement in favor of Parcel 13 over the present dirt access road over Parcel 6 to the public highway, as set forth by the Order Granting Motion for Partial Summary Judgment, filed in the Circuit Court of the Fifth Circuit, State of Hawaii, Civil No. 3301 recorded March 20, 1985 as Book 18512 Page 181 of Official Records.

7. A Grant of Easement for utility purposes within Easement E-1, E-2, E-3, E-4, E-5, E-6, E-7 and E- 8, as shown on the map attached thereto, in favor of GTE Hawaiian Telephone Company Incorporated (now Hawaiian Telcom, Inc.), recorded April 16, 1986 as Book 19431 Page 106 of Official Records.

8. The terms and provisions contained in the Farm Dwelling Agreement, recorded October 25, 1994 as Regular System Document No. 94-175110 of Official Records.

9. Terms and conditions as set forth in the Notice of Dedication, wherein My Legacy Limited Partnership c/o Joe Kirkwood, Jr., dedicates the premises described herein for agricultural use for a period of 10 years effective January 1, 2000. Said Notice was recorded January 28, 2000 as Regular System Document No. 2000-012163 of Official Records.

10. A Right-of-Entry, in favor of Kauai Island Utility Cooperative, a cooperative association, and Verizon Hawaii Inc. (now Hawaiian Telcom, Inc.), recorded March 11, 2004 as Regular System Document No. 2004-050666 of Official Records.

11. Terms, provisions, reservations, covenants, conditions and restrictions, contained in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Kahu'aina Plantation recorded September 2, 2008 as Regular System Document No. 2008-138198 of Official Records.

12. Designation of the following easements as shown on File Plan No. 2458: Easement 34 for drainage purposes affecting Lot 8. Easement 53 for landscaping purposes affecting Lot 8.

END OF EXHIBIT H

EXHIBIT I

Section 1.13 -- Uses Permitted by Zoning and Zoning Compliance Matters

The County of Kauai's zoning designation for the Community is agricultural. Uses permitted in the agricultural zoning designation, include those specified in the Kauai County Code, Chapter 8, Article 7 for agricultural districts, which provides as follows:

A. PERMITTED USES FOR UNITS IN AGRICULTURAL DISTRICTS.

I. Generally Permitted Uses And Structures.

(1) Accessory structures and uses
(2) Aquaculture
(3) Diversified agriculture
(4) Forestry
(5) Grazing
(6) Historic sites
(7) Intensive agriculture
(8) Livestock, poultry, and piggeries, except as provided in Sec. 8-7.3 of the Kauai County Code
(9) Minor food processing related to agricultural products
(10) Orchards and nurseries
(11) Outdoor recreation
(12) Pet keeping and raising, except as provided in Sec. 8-7.3 of the Kauai County Code
(13) Public parks and monuments
(14) Resource management
(15) Single family detached dwellings
(16) Specialized agriculture
(17) Undeveloped campgrounds
(18) Warehousing, storage and packing of plant products
(19) Wildlife management.

Pursuant to Chapter 205 of the Hawaii Revised Statutes, single family dwelling units must be farm dwelling units. Farm dwelling means a single-family dwelling located on and used in connection with a farm, including clusters of single-family farm dwellings permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling.

END OF EXHIBIT I

EXHIBIT J

Section 2 -- Persons Connected with the Project

Developer(s)	Name: FALKO PARTNERS, LLC Business Address: c/o Bowman Capital 1875 South Grant Street, Suite 600 San Mateo, California 94402 Business Phone Number: 650-287-2203 E-mail Address: matt@bcm.com
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	FALKO PARTNERS, LLC Managing Member: LYON VENTURES, LLC Member(s): LAWRENCE BOWMAN President: MATT EVANS

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE PERSONS CONNECTED WITH THE COMMUNITY. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, COMMUNITY RULES OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

EXHIBIT K

Section 3.5 -- Changes to the Condominium Documents

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE CHANGES TO THE CONDOMINIUM DOCUMENTS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME

Pursuant to Paragraph P of the Declaration:

1. Amendment of Declaration by Owners. Except as otherwise expressly provided in the Declaration or in the Act, the Declaration may be amended by the affirmative vote or written consent of not less than sixty-seven percent (67%) of the Owners at a meeting of the Association called for that purpose, and effective only upon the Recording of an instrument setting forth such amendment and vote, duly executed by two officers of the Association as provided in the Bylaws; provided, however, that, except as otherwise expressly provided in the Declaration or in the Act, the approval of eligible holders of first mortgages (as defined below) on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated, together with such other approval requirements as set forth in this Section, shall be required to materially amend any provision of the Declaration, or to add any material provisions hereto, which establish, provide for, govern or regulate any of the following:

    (a) By act or omission, seek to abandon or terminate the Community;

    (b) Change the common interest appurtenant to any individual Unit;

    (c) Partition or subdivide any Unit;

    (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Community shall not be deemed a transfer within the meaning of this subsection;

    (e) Use condemnation proceeds or hazard insurance proceeds for losses to the Property or any part thereof (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of same;

    (f) Amend any provision of the Declaration or the Bylaws that materially and adversely affect mortgagees, provided, however, that this subsection shall not apply to any actions taken pursuant to rights expressly reserved to Declarant in the Community Documents. To qualify as an "eligible holder of first mortgage," a first mortgagee must have made a written request to the Association for timely written notice of proposed amendments to the Community Documents, as provided in Section 10.4 the Bylaws; provided, however, that this subsection shall not apply to any actions taken pursuant to rights expressly reserved to Declarant in the Community Documents.

2. Amendment of Declaration by Declarant. Any provision of this Section to the contrary notwithstanding, Declarant may amend the Declaration, the Bylaws and/or the Condominium Map, without the approval, consent or joinder of any person or group of persons, including the Association, any Owner or any mortgagee, lienholder, Unit purchaser or any other person who may have an interest in the Community, to correct typographical or mathematical errors and to make such amendments as may be required by law, by the Real Estate Commission of the State of Hawaii, by any title insurance company issuing a title insurance policy on the Community or any of the Units, by any institutional lender lending funds on the security of the Community or any of the Units, or by any governmental agency (including without limitation the VA, HUD, FNMA and/or FHLMC) or as otherwise required by Declarant; provided, however, that, except as otherwise provided herein, no such amendment which would change the common interest appurtenant to a Unit or substantially change the design, location or size of a Unit shall be made without the consent to such amendment by all persons having an interest in such Unit.

3. Amendment of Declaration by Declarant to File an As Built Certificate. Any provision of this Section to the contrary notwithstanding, Declarant may amend the Declaration (and when appropriate the Condominium Map) without the approval, consent or joinder of any person or group of persons, including the Association, any Owner or any mortgagee, lienholder, Unit purchaser or any other person who may have an interest in the Community or in any Unit, to file a verified statement of the Declarant, a registered architect, or a professional engineer certifying that the final Recorded Condominium Map fully and accurately depicts the layout, location, and dimensions of the Units, as built, or that any revised plans being filed simultaneously with the amendment involve only immaterial changes to the layout, location and dimensions of the Units as built or such other changes as Declarant is permitted to make pursuant to the Declaration.

4. Amendment of the Declaration by Declarant. Any provision of this Section to the contrary notwithstanding, Declarant may amend the Declaration (and when appropriate the Condominium Map) as provided in Sections E, L.3, and S or otherwise in the Declaration without the approval, consent or joinder of any person or group of persons, including the Association, any Owner or any mortgagee, lienholder, or any other person who may have an interest in the Community or in any Unit.

5. Votes Required. Any provision of this Section to the contrary notwithstanding, any amendment affecting any provision of the Declaration which is for the express benefit of holders or insurers of first mortgages on Units shall require the approval of eligible holders of first mortgages on Units to which at least sixty-seven percent of the votes of Units subject to mortgages held by such eligible holders are allocated, together with such other approval requirements as set forth in this Section. Except to the extent such rights are specifically reserved by the Declarant under the Declaration, any holder, insurer, or guarantor of a first mortgage of a Unit whose interest appears in the record of ownership or who has otherwise delivered a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number) shall be entitled to:

(a) Prior written notice of any proposed amendment to the Declaration or these Bylaws effecting a change in (1) the boundaries of a Unit, (2) the common interest pertaining to the Unit, or (3) the purposes to which the Unit, the Limited Common Elements appurtenant thereto, or the Common Elements are restricted;

(b) Prior written notice of any proposed termination of the Community;

(c) Timely written notice of any actual or threatened condemnation or eminent domain proceeding or casualty loss affecting a Unit or the Property or any portion thereof;

(d) Timely written notice of any significant damage or destruction to the Common Elements or to a Unit on which there is a first mortgage held, insured, or guaranteed by such holder;

(e) A copy of any bond required to be posted before commencing or permitting construction of any Improvements on or to the Property;

(f) Timely written notice of all meetings of the Association (the holder or insurer of a first mortgage being permitted to designate a representative to attend all such meetings);

(g) Notice of any default by the Owner of the Unit involved which is not cured within sixty days;

(h) Upon request therefore, a certificate of any then unpaid assessments for common expenses due from the Owner of the Unit involved, as provided in Section 6.13 of the Bylaws;

(i) A copy of all pleadings filed in any lawsuit, administrative proceedings, or other action affecting the Property, or any portion thereof, upon specific written request and at such Person's expense; and

(j) Prior written notice of any proposal to subdivide, encumber, sell, or transfer the Common Elements or any part thereof, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Community shall not be deemed a transfer within the meaning of this subsection.

(k) Prior written notice of a lapse, cancellation, or material modification of any insurance policy required to be maintained by the Association.

(l) Prior written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

6. No Impairment or Diminishment of Declarant's Rights. Any provision of the Declaration to the contrary notwithstanding, and in addition to such other approval requirements as are set forth in this Section, to the extent permitted by Section 514B-106(d) of the Act, the prior written approval of Declarant is required before any amendment which would impair or diminish the rights of Declarant to complete the Property or sell or lease Units therein in accordance with the Declaration shall become effective. Notwithstanding any other provisions of the Declaration, the following actions, before being undertaken by the Association, shall first be approved in writing by Declarant:

(a) Mortgagee Approval. Any amendment or action requiring the approval of Mortgagees pursuant to the Declaration;

(b) Capital Improvement Assessment. The levy of a Capital Improvement Assessment for the construction of new facilities not constructed in the Common Elements by Declarant;

(c) Reduction in Services. Subject to any restrictions contained in the Bylaws regarding limitations on general assessment increases, any significant reduction of Association maintenance, repair, upkeep, or other services;

(d) Assessments. Alteration in the method of fixing and collecting assessments or any increases in assessments beyond the amounts permitted under the Bylaws;

(e) Responsibility for Repairs. Reduction in the level of, or change in allocation of, responsibility for maintenance of and repairs to all or any portion of the Common Element subject to the Declaration, or any other maintenance obligations of the Association set forth in the Declaration;

(f) Common Elements. Conveyance or dedication by the Association of all or any portion of the Common Elements;

(g) Improvements to and Maintenance of Common Elements. Modification to Improvements to the Common Elements or to the level or frequency of maintenance of the Common Elements;

(h) Enforcement of the Declaration. Alteration in the method of enforcing the provisions of the Declaration; or

(i) Declarant's Reserved Rights. Any modification of the rights reserved and granted to Declarant herein with respect to development or sale of the Property or which are for the express benefit of Declarant.

AMENDMENT TO BYLAWS

Pursuant to Section 6.2 of the Bylaws:

1. Vote or Consent Requirements. Except as otherwise expressly provided in the Declaration, the Bylaws, or in the Act, the Bylaws may be amended in any respect not inconsistent with law or the Declaration by the affirmative vote or written consent of not less than sixty-seven percent (67%) of the Owners.

2. When Amendments Are Effective. An amendment to the Bylaws shall be effective only upon the Recording of such amendment.

END OF EXHIBIT K

EXHIBIT L

Section 3.6 -- Rights Reserved by Developer to Make Changes to the Condominium Project or Condominium Documents

THIS SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL OF THE RIGHTS RESERVED BY DEVELOPER UNDER THE CONDOMINIUM DOCUMENTS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF SUCH RESERVED RIGHTS, PURCHASER SHOULD REFER TO THE DECLARATION TO DETERMINE THE ACTUAL RIGHTS RESERVED BY DEVELOPER. IF ANY CONFLICT OR DIFFERENCES EXISTS BETWEEN THIS SUMMARY AND THE DECLARATION, THE DECLARATION WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Developer has the right to change the condominium documents for any of the following reasons or purposes:

1. **Easement and Reserved Rights Exercisable by Declarant**. Declarant shall have the right to designate, grant, convey, transfer, cancel, relocate and otherwise deal with any easements over, under, across or through the Common Elements of the Community or Private Yard Areas for any reasonable purpose, which may include, but shall not be limited to, those purposes which are necessary for the operation, care, upkeep, maintenance or repair of any Unit, the Common Elements or any easements for utilities or for any public purpose. Notwithstanding anything to the contrary contained in the Declaration, Declarant may exercise rights reserved to it under the Declaration without the requirement that it satisfy conditions applicable to the exercise of any right available to the Association.

2. **Declarant's Reserved Rights Concerning Easements**. Declarant reserves a present easement over the whole of the Common Elements, together with the right for itself and its successors and assigns, to designate, grant, convey, transfer, cancel, relocate, reserve or otherwise deal with any easements, licenses, and rights of way at any time for utilities, any public-type facility (mailboxes and the like), private sanitary and storm sewers, cable television transmission facilities, party walls (including the creation of the same on the Community boundaries, refuse disposal, landscape, maintenance, driveways, parking areas, access roadways and other similar purposes, on, over, across, under and through the Common Elements of the Community and the Private Yard Areas. Without limiting the generality of the foregoing, Declarant reserves the right to utilize any common roadway and utility facilities (including without limitation water, private sewer, electrical, telephone, and cable) described in the prior sentence (such as, but not limited to, waterlines, private sewer lines access roadways and the like) whether located in designated easement areas or otherwise, together with the right of entry to construct, reconstruct, operate, maintain, repair and relocate such lines, access roadways and the like) whether located in designated easement areas or otherwise, together with the right of entry to construct, operate, maintain, repair and relocate such lines, facilities and appurtenances and to grant any such easements or rights of way to governmental or quasi-governmental authorities, utility or service companies, homeowner's associations or other entities and the right to grant, dedicate, designate, use and enjoy easements and/or rights-of-way for access purposes (including for vehicular and pedestrian access). Declarant may, in its discretion, complete any construction of intended facilities in advance of the designation or creation and granting of the easement covering the facilities so constructed. The rights reserved to Declarant include specifically without limitation the right to utilize any utility service to the Community to complete such construction, to perform warranty or punchlist repair services within the Community and to serve adjacent and separate developments outside of the Community provided Declarant with respect to such separate and/or adjacent communities submeters such use, and may use roadways in the Community to serve adjacent developments provided the Association controlling such development shares pro rata in the cost of maintenance and repair of the roadway and reimburses the Association for any submetered use (such

as water service), the Association shall be entitled to confirm submeter readings. Each Owner, by purchasing a Unit, consents to any such designation, granting, conveyance, transfer, cancellation, relocation and reservation of easements and/or rights of way as provided above without the necessity of any Owner or those claiming by, through or under an Owner entering into any further agreement respecting such action or document; provided, however, that such Owner and those claiming by, through or under an Owner agrees to join in and execute such documents and instruments and do such other things as may be necessary or convenient to effect the same promptly at the request of Declarant without payment of additional consideration.

3. **Declarant's Easement to Conduct Extensive Sales Activities**. Declarant, and its agents, successors, mortgagees and assigns, shall for the benefit of the Community have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any Unit owned by Declarant (and any other Unit, with the express permission of the Owner of such Unit) and the Common Elements (excluding Limited Common Elements appurtenant to other Units) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities. Without limitation of the foregoing, Declarant reserves, for itself and its successors and assigns, the right during the course of Declarant's sales of Units in the Community to supplement, modify and amend the estimated breakdown of annual maintenance fees and estimated cost of assessment to each Unit, as Declarant deems appropriate, to reflect changes in estimated expenses applicable to ownership of Units attributable to the increase in cost of service or modification of proposed service to the Association reflected in the budget for annual maintenance fees. Upon such modifications, Declarant may supplement and amend its public report applicable to the Community, which modification shall not be deemed material any respect.

4. **Declarant's Easement to Complete Construction and Make Repairs.** Declarant and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon any portion of the Community, including the Common Elements, any utility service, Limited Common Elements and any Unit, as may be reasonably necessary for the inspection of and for the completion of Improvements to and correction of defects and other "punchlist" items in the Unit or Private Yard Area or the Community. The rights reserved in this Section shall continue until ten (10) years after the later of: (i) the Recording of the "as built" verified statement required by Section 514B-34 of the Act; and (ii) the "date of completion" of the Improvements as defined in Section 507-43(f), Hawaii Revised Statues of the last increment constructed in the Community.

5. **Declarant's Reserved Right Regarding Grading and Drainage Channels.** Declarant hereby reserves to itself and the Association, and their respective officers, agents, employees, successors, and assigns, an easement to enter upon, across, over, in and under any portion of the Community, including Private Yard Area, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community for all reasons determined appropriate by Declarant, including without limitation so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of the Owners, the Association and Declarant, as applicable, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a slightly and usable condition as soon as reasonably possible following such work. The rights reserved in this Section shall continue until ten (10) years after the later of: (i) the Recording of the "as built" verified statement required by Section 514B-34 of the Act; or (ii) the "date of completion" of the improvements as defined in Section 507-43(f), Hawaii Revised Statues of the last increment constructed in the Community.

6. **Declarant's Right for Roadway and Utility Purposes.** Declarant hereby reserves an easement for roadway and utility purposes on and over the Community Access Roads as shown on the Condominium Map. Without limitation of Declarant's rights under the Declaration, Declarant further reserves the right to grant to the County of Kauai Island Utility Cooperative ("KIUC"), the Board of Water Supply, any private water supplier, any utility, or any agency or organization acting on their behalf any or all of the easement areas designated under the Condominium Map or in the Declaration, without joinder or consent of, or notice to, the Association, any Owner, or any Owner's Mortgagee.

7. **Minor Alterations to the Community.** Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of or provide notice to any Unit Owner, lien holder, or other persons, to make other alterations in the Community (and to amend the Declaration and the Condominium Map accordingly) which make minor changes in any Unit in the Community or in the Common Elements that do not affect the physical location, design, or size of any Unit that has been sold and the conveyance thereof Recorded.

8. **Right of Inspection**. Declarant reserves the right, but not the obligation, to make any inspection of the Common Elements, Limited Common Elements, or Units.

9. **No Limitation to Right to Construct Units**. Nothing in the Declaration shall be deemed to or otherwise limit or inhibit the Declarant's ability to construct all Units in the Community in accordance with the Declaration and the Condominium Map, as the same may be amended.

10. **Nonexclusive Easements.** Each Unit shall have appurtenant thereto nonexclusive easements in the Common Elements designed for such purposes for ingress to, egress from, utility services for and support of, maintenance and repair of each such Unit and for use of the other Common Elements according to their respective purposes, subject always to the exclusive use of the Limited Common Elements as provided herein.

11. **Encroachments**. If any part of the Common Elements now or hereafter encroaches upon a Unit or Limited Common Element appurtenant to a Unit, or if a Unit or any Improvement thereon now or hereafter encroaches upon another Unit, the Limited Common Element appurtenant to another Unit or upon a portion of the Common Elements, an easement shall exist for such encroachment and its maintenance for so long as the encroachment continues. If any Improvements of the Community are partially or totally destroyed and then rebuilt, or if a minor shift or settlement of an Improvement occurs, easements shall exist for minor encroachments by parts of the Common Elements upon a Unit or Limited Common Element or by a Unit or Limited Common Element upon parts of the Common Elements and for their maintenance for so long as the encroachments continue.

12. **Access to Units and/or Limited Common Elements**. The Association shall have the irrevocable right, exercisable by the Board of Directors or the Managing Agent, if any, to have access to and enter each Unit and/or the Limited Common Elements from time to time during normal hours as may be necessary for the operation of the Community or for the installation, repair, maintenance or replacement of any Common Elements, or at any time for making emergency repairs which may be necessary to prevent damage to any Unit or the Common Elements.

13. **Easements in Common**. Each Owner shall have an easement in common with the Owners of all of the other Units to use all pipes, wires, ducts, cables, conduits and public utility lines and other Common Elements located in another Unit and serving such Owner's Unit. Each Unit shall be subject to an easement for necessary and reasonable access to any Common Elements located in the Unit in favor of the Owners of all other Units served by such Common Elements.

14. **Community Access Road(s)**. Each Owner shall have a non-exclusive right to enter upon and use for ingress and egress purposes the Community Access Road(s) serving the Community. Declarant hereby discloses and each Owner acknowledges that (i) Owners shall only have a license to use any portion of the Community Access Roads that may be removed or withdrawn from the Community Land, (ii) the Community Access Roads will serve the Master Association Community Improvements and agricultural endeavors on adjacent lands, and (iii) the Declarant intends and shall have the reserved right to use the Community Access Road(s) to conduct and perform its construction and sales activities within the Community and within the Master Association Community until all of the Units have been completed and sold and (iv) the Community Access Road(s) will be used for access and utilities purposes by other Owners in the Community. These activities may result in noise, vibration and other nuisances and hazards, including traffic congestion and temporary impairment of access to portions of the Community, and each Owner covenants that such Owner assumes all risks associated with the Owner's use of the

road(s). The provisions of the Declaration and the Master Declaration shall apply to and govern each Owner's use of the road(s) unless and until such time as it is dedicated to the County and/or State and removed from the Community Land by amendment to the Declaration. However, notwithstanding the Declarant's reservation of the right to dedicate such roads, such road(s) may not be dedicated and the road(s) may not be constructed with the intent to dedicate. Each Owner shall indemnify and hold harmless Declarant, its successors and assigns, from and against any and all claims and demands for damages made by, through or under such Owner in connection with the right of entry granted by Declarant to such Owner.

15. Reciprocal Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between adjacent Units due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered thereon (either initially by Declarant or subsequently in accordance with the terms of the Declaration) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Units, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct or negligence (e.g. failure to have a survey done prior to construction) on the part of an Owner, occupant or the Association. Any such easements for encroachment shall be for the encroachment and for the maintenance thereof (including access to and from the encroachment).

16. Enforcement. If any one or more of the provisions of this Section shall be declared to be contrary to law, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions of this Section and shall in no way affect the enforceability of any other provision hereof.

17. Assignment of Declarant's Rights. The rights of the Declarant under this Section shall extend to the Declarant and its respective successors and assigns. Without limitation of the foregoing, Declarant may, by Recorded instruments or by Supplemental Declaration, assign or partially assign, while retaining equivalent rights to Declarant, to any assignee, including without limitation the Association, any one of more of the rights and easements reserved to Declarant under Section E of the Declaration and its subparts (or otherwise reserved to Declarant in the Declaration).

18. Amendment by Declarant. Declarant reserves and shall have each of those rights to amend the Declaration and Condominium Map specified in Section E of the Declaration. Further, Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of or provide notice to any Unit Owner, lien holder, or other persons, to amend the Declaration and the Condominium Map as necessary or convenient to describe any new Improvements constructed on the Property in accordance with the Declaration and to make such amendments to the Declaration as are appropriate in accordance with Section E of the Declaration

19. No Amendment by Others. The Declaration cannot be amended to modify or eliminate the easements or other rights reserved to Declarant by this or any other Section without the prior written consent of Declarant, and any attempt to do so shall have no effect and shall be void ab initio.

27. Consent, Power of Attorney, Waiver. By acceptance of a deed, lease or other conveyance of an interest in a Unit, each and every Owner or other person or entity acquiring such interest, including the holders of mortgage liens on individual Units, consents to the rights reserved to Declarant in the Declaration, including but not limited to, the right to prepare, execute, file, process and Record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of the Declaration pursuant to Section S of the Declaration, the Condominium Map and the Bylaws. By such acceptance, each and every Owner or party acquiring such interest, including the holders of mortgage liens on individual Units, agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Declarant, with full right of substitution, as the

attorney-in-fact of such Owner or acquiring party to execute such documents and to do such things on such Owner's or acquiring party's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period(s) of Declarant's reserved rights as set forth in the Declaration and shall not be affected by the disability of any such Owner or acquiring party.

28. Reserved Right to Modify Community to Comply with Law. Declarant shall have the reserved right, to effect such modifications to the Units and Common Elements in the Community and/or to execute, record and deliver any amendments to the Declaration, the Condominium Map as well as the Bylaws and rules and regulations promulgated thereunder, as may be necessary or required to effect compliance by the Community, the Association, or by Declarant with laws which apply to the Community, including, without limitation, State and County land use laws, the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 et seq., including any and all rules and regulations promulgated thereunder, and the Americans With Disabilities Act, as amended, 42 U.S.C. §§ 12101 et seq., including any and all rules and regulations promulgated thereunder. The rights of Declarant under the Section may be assigned to the Association, without the consent of joinder of the Board.

29. Declarant's Reserved Right to Remove the Community From the Act. Declarant reserves and shall have the right, or its authorized representatives shall have the right, in their respective sole and absolute discretion and without being required to obtain the consent or joinder of, or provide notice to, any person or group of persons, except a Unit purchaser(s) to remove this Community from the purview of the Act and terminate the condominium property regime, by Recording an instrument to that effect at any time prior to the Recording of the first Unit conveyance.

30. Community Access Roads. Each Owner acknowledges that the Declarant has the sole and absolute right as set forth in the Master Declaration to dedicate the Community Access Roads, or any portion thereof, to County, the State of Hawaii or any other governmental authority. Owner's non-exclusive right to enter and use the Community Access Roads shall automatically terminate upon dedication of the Community Access Roads with respect to all or any portion or portions to the County, the State of Hawaii or any other governmental authority. The Community Access Roads shall not be dedicated to the County unless and until they are constructed in compliance with applicable County and governmental laws, ordinances, rules, regulations and standards which are required as a condition of the acceptance by the County of the dedication of public roads. The minimum right-of-way for the Community Access Roads as required by the County may not be reduced without the County's prior written consent. The Association and/or Owners may not alter the Community Access Roads and/or the planting strips adjacent to the sidewalks (e.g. Owners may not remove trees, alter existing landscaping or install any ground cover such as gravel and/or concrete) or in any way affect or impede Declarant's right to dedicate the roads and/or easements to the County, the State of Hawaii, or any other governmental authority. Should the Association or an Owner make any alterations to the Community Access Roads or right of way (including without limitation the roads or the planting strip and sidewalk), Declarant may demand the removal of the alteration. If the Association or an Owner fails to remove and restore the altered area to its original condition, the Declarant, the Association or their respective designee shall have the right to enter the Unit, remove the violation and restore the area to substantially the same condition as existed prior to the nonconforming alteration. The Owner shall be liable for all costs thereof (including attorneys fees, notwithstanding any other provision to the contrary herein contained) together with interest thereon at the maximum rate then allowed by law. Any reimbursable sum not paid by Owner to Declarant following demand therefor, shall constitute a lien on the Owner's Unit, enforceable as a mortgage lien through foreclosure. Although Declarant may exercise rights under this provision, Declarant shall have no obligation or responsibility to enforce this provision or any other of the Declarant. The Declarant may fully or partially assign its rights under this provision to the Master Association. Until the Community Access Roads are dedicated as aforesaid, (a) the provisions of the Declaration and Master Declaration shall apply to and govern each Owner's use of the Community Access Roads, and (b) each Owner shall indemnify and hold harmless the Declarant, its successors and assigns, from and against any and all claims and demands for damages made by, through or under such Owner in connection with the right of entry granted by Declarant to such Owner pending dedication as aforesaid.

END OF EXHIBIT L

EXHIBIT M

Section 4.2 -- Estimate of the Initial Maintenance Fees

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE ESTIMATE OF THE INITIAL MAINTENANCE FEES CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Units 8A and 8B together comprise a subdivided lot located in the Plantation Community, as defined in the Declaration. The estimated initial maintenance fees for Units 8A and 8B is 50% each of the estimated maintenance fee disbursement for Lot 8 of the Plantation Community.

The Estimated Maintenance Fee Disbursements for the Plantation Community have been compiled by Hawaiiana Management Company, Ltd., a licensed property manager, assuming that all units in the Community as reflected on the Condominium Map are constructed. The budget numbers are preliminary in nature and may increase substantially with the addition of expanded landscape and agricultural activities undertaken within the common area of the Master Association or the common elements of the Community Association. Given that the budget numbers are preliminary in nature, and despite the property manager's every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change.

Consequently, Purchaser is aware that such amounts are only estimates and may change for reasons beyond the control of Developer, and Purchaser hereby specifically accepts and approves any such changes. Purchaser is also aware that such estimates do not include Purchaser's obligation for payment of real property taxes. Purchaser understands that such estimates are not intended to be and do not constitute any representation or warranty by Developer, including but not limited to any representation or warranty as to the accuracy of such estimates. Purchaser understands that Developer has not independently confirmed the accuracy or content of the estimates prepared by the licensed independent managing agent. Further, Developer advises that costs and expenses of maintenance and operation of a condominium community are very difficult to estimate initially and even if such maintenance charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Maintenance charges can vary depending on services desired by unit owners and may increase significantly depending on the level of services eventually selected by the Association's Board of Directors. Purchaser should examine the maintenance charges schedule to see what services are included in the schedule and address these issues with its Board upon its formation. Purchasers should also be aware that the estimates provided are as of the date reflected in the Managing Agent's certification and do not reflect the actual charges that may be incurred upon the formation of the Association and the actual contracting for such services such as insurance and maintenance, etc.

Developer intends to pay all of the actual common expenses for the Units and the Unit Owner shall not be obligated for the payment of the Owner's share of the Common Expenses until such time as Developer causes a thirty (30) day advance written notice to be sent to the Owners that, after a specified date, the Unit Owners shall be obligated to pay for the portion of Common Expenses that is allocated to their respective Units. Developer shall mail the written notice to the Owners, the Association, and the Managing Agent, if any, at least thirty (30) days before the specified date.

The estimate of the initial annual maintenance fees and monthly estimated Maintenance fees is attached hereto.

ESTIMATED ANNUAL MAINTENANCE FEES AND MONTHLY ESTIMATED MAINTENANCE FEES

CERTIFICATE

I, the undersigned, duly sworn on oath, depose and affirm as follows:

1. I am the President for Hawaiiana Management Company, Ltd., a Hawaii corporation, designated by the Developer of the Kahu`aina Plantation condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.

2. I hereby certify that the breakdown of the annual maintenance charges and the monthly estimated cost for each unit in the Project, as set forth in Exhibit "1" attached hereto and hereby incorporated herein by reference, were determined [pursuant to a reserve study conducted] in accordance with Section 514B-148 of the Hawaii Revised Statutes and Chapter 107 of the Hawaii Administrative Rules, and are reasonable estimates for the one-year period commencing [budget date], based on generally accepted accounting principles.

3. As permitted pursuant to Section 514B–148(b), new associations need not collect estimated reserves until the fiscal year which begins after the association's first annual meeting. The Developer has not conducted a reserve study for the Project. The budget amount for Reserves is an estimate only.

DATED: Honolulu, Hawaii, this 22nd day of August, 2008.

Name: EMORY BUSH
Title: PRESIDENT

Subscribed and sworn to before me
this 22nd day of August, 2008.

Typed or Printed Name: Annie C. Kekoolani
Notary Public, State of Hawaii
My commission expires: 02-16-2010

ANNIE C. KEKOOLANI NOTARY PUBLIC STATE OF HAWAII

Certificate of Managing Agent & Estimated
Annual Disbursements for Kahu`aina Plantation
(3 pages)

8/20/08

Estimated Fee Disbursement

Kahu`aina Plantation
(29 units)

Utilities and Services	Monthly	Annually
Water (irigation only)	$12,000.00	$144,000.00
Electricity (common elements only)	$1,000.00	$12,000.00
Telephone	$100.00	$1,200.00
Maint, Repairs and Supplies		
Equipment and Fences	$500.00	$6,000.00
Irrigation and Aethestic Pond Mtnce	$0.00	$0.00
Grounds Maintenance	$15,000.00	$180,000.00
Trail Maintenance	$0.00	$0.00
Wildlife Measures	$170.00	$2,040.00
Tree Trimming	$9,000.00	$108,000.00
Roads	$250.00	$3,000.00
Trash Collection	$2,175.00	$26,100.00
Management		$0.00
Security	$12,000.00	$144,000.00
Management Fee	$1,032.00	$12,384.00
Design Review Services	$300.00	$3,600.00
Administrative Expense	$100.00	$1,200.00
Insurance		
Property	$200.00	$2,400.00
Compr. General Liability	$100.00	$1,200.00
Umbrella	$300.00	$3,600.00
D & O	$142.00	$1,704.00
Bond	$40.00	$480.00
Taxes and Government Assessments	$10.00	$120.00
Professional Services/Legal/Other	$100.00	$1,200.00
Audit and Tax Preparation	$80.00	$960.00
Reserves	$725.00	$8,700.00
Total	**$55,324.00**	**$663,888.00**

I, Emory Bush, as agent for/and/or employed by Hawaiiana Management Company, the condominium managing agent/ developer for the Kahu`aina Plantation Condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Emory Bush — Signature

8-20-08 — Date

Pursuant to 514B-148,7b, Hawaii Revised Statutes, a new association need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting. The Developer has not conducted a reserve study for the Project. The budget amount for Reserves is an estimate only.

The budget numbers are preliminary in nature and may increase substantially with the addition of expanded landscape and agricultural activities undertaken within the common area of the Master Association or the common elements of the Community Association. Given that the budget numbers are preliminary in nature, and despite the property manager's every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change.

8/20/08

Estimate of Initial Maintenance Fees

Kahu`aina Plantation
(29 Lots)
Master CA

Lot No.	Common Interest	Monthly Fee	Yearly Total
1	3.45%	$1,907.72	$22,892.69
2	3.45%	$1,907.72	$22,892.69
3	3.45%	$1,907.72	$22,892.69
4	3.45%	$1,907.72	$22,892.69
5	3.45%	$1,907.72	$22,892.69
6	3.45%	$1,907.72	$22,892.69
7	3.45%	$1,907.72	$22,892.69
8	3.45%	$1,907.72	$22,892.69
9	3.45%	$1,907.72	$22,892.69
10	3.45%	$1,907.72	$22,892.69
11	3.45%	$1,907.72	$22,892.69
12	3.45%	$1,907.72	$22,892.69
13	3.45%	$1,907.72	$22,892.69
14	3.45%	$1,907.72	$22,892.69
15	3.45%	$1,907.72	$22,892.69
16	3.45%	$1,907.72	$22,892.69
17	3.45%	$1,907.72	$22,892.69
18	3.45%	$1,907.72	$22,892.69
19	3.45%	$1,907.72	$22,892.69
20	3.45%	$1,907.72	$22,892.69
21	3.45%	$1,907.72	$22,892.69
22	3.45%	$1,907.72	$22,892.69
23	3.45%	$1,907.72	$22,892.69
24	3.45%	$1,907.72	$22,892.69
25	3.45%	$1,907.72	$22,892.69
26	3.45%	$1,907.72	$22,892.69
27	3.45%	$1,907.72	$22,892.69
28	3.45%	$1,907.72	$22,892.69
29	3.45%	$1,907.72	$22,892.69
Totals	100.00%	$55,324.00	$663,888.00

EXHIBIT N

Section 5.1 -- Summary of Pertinent Provisions of Sales Contract

THIS SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE PURCHASE AGREEMENT. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF PURCHASER'S RIGHTS AND OBLIGATIONS UNDER THE PURCHASE AGREEMENT, PURCHASER MUST REFER TO THE PURCHASE AGREEMENT TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE PURCHASE AGREEMENT, THE PURCHASE AGREEMENT WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

The form Purchase Contract (formerly known as the Deposit, Receipt, Offer and Acceptance) approved by the Hawaii Association of Realtors will be used for the sale of Units in the Community. The Purchase Contract contains the price and other terms and conditions under which a purchaser will agree to buy a Unit in the Community. Among other things, the Purchase Contract states:

(a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of a Unit.

(b) The agency disclosure in Section A.

(c) The Closing conditions and escrow in paragraphs C-5 through C-11A. The Purchase Contract provides that time is of the essence.

(d) The financing contingencies in paragraphs C-24 through C-26. Purchaser's obligation to buy the Unit is contingent upon Purchaser obtaining the loan described in the Purchase Contract. Purchaser shall act in good faith to obtain the loan as described in this Purchase Contract. Should Purchaser fail to satisfy any financing obligation within the time period specified, Seller shall have the right to terminate the Purchase Contract. A Purchaser's failure to meet financing obligations is not grounds for extending the closing date.

(e) The termination provisions in paragraphs C-28 through 31. If a matter arises that had not been previously known, and the parties are unable to reach an agreement on a remedy, then the Purchase Contract may be terminated with neither party being "at fault." This allows the parties to terminate the contract without any further liability.

(f) If any dispute or claim arises out of the agreement, the parties agree to non-binding mediation and arbitration, as specified in paragraphs C-32 through 34.

(g) That a Preliminary Title Report will be delivered to Purchaser by Seller, as specified in paragraphs C-35 through 37.

(h) That Seller will make required disclosures about the Unit and the Community, pursuant to paragraphs C-44 through C-50.

(i) That the Seller will provide Purchaser with all applicable documents listed in paragraph C-64.

(j) The Purchase Contract contains a separate Purchase Contract Addendum, describing the condition of the Community land and any changes to the Purchase Contract.

The Purchase Contract contains various other important provisions relating to the purchase of a Unit in the Community. Purchasers and prospective purchasers should carefully read the specimen Purchase Contract on file with the Real Estate Commission. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings given them under the Purchase Contract.

END OF EXHIBIT N

EXHIBIT O

Section 5.1 -- Summary of Pertinent Provisions of Escrow Agreement

THIS SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE ESCROW AGREEMENT. WHILE ONE CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE ESCROW AGREEMENT, ONE MUST REFER TO THE ACTUAL ESCROW AGREEMENT TO DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE ESCROW AGREEMENT, THE ESCROW AGREEMENT WILL CONTROL AND NOT THIS SUMMARY. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

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

(a) Developer will give Escrow a signed copy of the Sales Contract and Purchaser's deposit towards the purchase price of a Unit. If the Purchaser gets a mortgage loan, the money from the loan will be paid to Escrow, along with the lender's mortgage for recording, and Escrow shall follow the lender's instructions.

(b) Developer will notify Escrow each time the Sales Contract requires a payment. Escrow will then contact each Purchaser and ask for that payment to be made to Escrow. Purchaser will be asked to make all payments to Escrow on the date designated in the written notice or not later than five (5) business days after Purchaser has received Escrow's written notice.

(C) Escrow will set the time (in accordance with Sales Contract and Developer's instruction to pre-close) for taking in all money from each Purchaser and for the signing of all of the documents that each Purchaser must sign to complete the purchase, except for the mortgage documents, which may be signed at the lender's place of business.

(d) Unless any of the Sales Contracts show different instructions, Developer will get all of the interest earned on Purchaser's deposits. Escrow will deposit the payments it gets from Purchaser into an interest bearing account one or more times each week.

(e) The Sales Contract states when refunds of deposits may be made to Purchaser. In the case where Purchaser requests a refund, Escrow shall notify Developer of such request. Refunds to Purchaser will be made without any interest unless the Sales Contract contains different instructions.

The Escrow Agreement also establishes the procedures for the retention and disbursement of a purchaser's funds and says what will happen to the funds upon a default under the Sales Contract. The Escrow Agreement contains various other important provisions and establishes certain charges with which a Purchaser should be familiar. Purchasers and prospective purchasers should carefully read the signed Escrow Agreement on file with the Real Estate Commission. A copy is available at Developer's sales office. The Escrow Agreement contains the following provisions (which may be modified or otherwise limited by provisions not set forth below):

1. As and when Developer enters into a Sales Contract, Developer will give Escrow a signed copy of the Sales Contract and Purchaser's deposit towards the purchase price of a Unit. The Sales Contract

will require Purchaser to pay to Escrow all other payments of the purchase price required under the Sales Contract. If Purchaser gets a mortgage loan, the money from the loan will be paid to Escrow, along with the lender's mortgage for recording, and Escrow shall follow the lender's instructions. The Sales Contract will show the correct name and address of each Purchaser. If a Sales Contract is signed and the sale occurs in a state other than Hawaii, the Sales Contract will show the place where the sale occurs.

2. Escrow will put all of the money it gets from Purchaser in one or more special accounts (the "Escrow Deposit Account"). The Escrow Deposit Account will be deposited only at a depository designated by Developer or in banks or savings and loan institutions in Hawaii that are insured by the federal government as directed by Developer. The place, or places, where the Escrow Deposit Account is set up will be chosen by Escrow, unless otherwise selected or directed by Developer. Unless any of the Sales Contracts show different instructions, Developer will get all of the interest earned on the Escrow Deposit Account. Escrow will deposit the payments it gets from Purchaser into the Escrow Deposit Account one or more times each week, so that the funds may earn the maximum interest.

3. Notwithstanding anything in the Escrow Agreement to the contrary, if Developer has submitted to the Real Estate Commission a material house bond securing the construction of improvements in the Community, the following provision shall apply:

(i) Purchaser's money shall not be disbursed to pay for construction costs or other expenses of the Community until the Unit to be conveyed has been completed and the Deed to Purchaser has been recorded; and

(ii) If closing is to occur prior to the expiration of the applicable mechanic's lien period, Seller shall provide Buyer with a mechanic's lien endorsement to Buyer's owner's title insurance policy that protects Buyer against all future mechanic's and materialmen's liens. Further, Seller shall confirm to Escrow that Seller has provided the Real Estate Commission with a release by the general contractor of the contractor's lien rights and shall further provide to Escrow all applicable indemnities required by the title insurance company that protects against all future mechanic's and materialmen's liens.

4. The Sales Contract states when refunds of deposits may be made to Purchaser. In the case where Purchaser requests a refund, Escrow shall notify Developer of such request. Escrow may refund the deposit to Purchaser, less any cancellation or other fees to which Escrow is entitled, only after receiving written approval from Developer. In all other cases, Escrow shall not make any refund to a Purchaser who asks for it unless Escrow receives written approval from Developer or from a court of competent jurisdiction. The words "cancellation fees" mean Escrow's cancellation fees which are described in the Sales Contract and are described later in the Escrow Agreement. Fees for cancellation may also be charged by the lender who has agreed to lend Purchaser money to buy the Unit. The Sales Contract states the instances when Escrow is to subtract cancellation fees from the amount to be refunded unless Developer tells Escrow not to charge the cancellation fees.

5. Escrow shall give each Purchaser who is to get a refund written notice of the refund. Escrow will send this notice by registered or certified mail to Purchaser at the address shown on Purchaser's Sales Contract or to the last address which Purchaser may have given to Escrow.

6. Developer shall give notice in writing to Escrow of the occurrence of each event that initiates an obligation of a Purchaser to make a payment to Escrow pursuant to the sales contract as well as notice of the amount and due date of such payment. If the Purchaser fails to make such payment to Escrow on or before the due date thereof or if the Purchaser fails to perform in any matter that is being handled by Escrow, Escrow shall promptly notify Developer of any such failure on the part of the Purchaser. If Developer subsequently certifies in writing to Escrow that Developer has terminated the sales contract in accordance with the terms thereof and provides to Escrow copies of all such notices of termination sent to the Purchaser, Escrow shall thereafter treat all funds of the Purchaser paid on account of such Purchaser's sales contract as funds of Developer and not as funds of the Purchaser. Thereafter, such funds shall be free of the escrow established by this Agreement and shall be held by Escrow for the account of Developer. Upon written request by Developer, Escrow shall pay such funds to Developer,

less any escrow cancellation fee. Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such Purchaser.

6. Escrow will set the time (in accordance with Sales Contract and Developer's interest to pre-close) for taking in all money from each Purchaser and for the signing of all of the documents that each Purchaser must sign to complete the purchase, except for the mortgage documents, which may be signed at the lender's place of business. The conveyance tax certificates, preliminary closing statements, escrow instructions and final closing statements will be prepared by Escrow, and Escrow will do all of the escrow acts required under the Escrow Agreement or any other written agreements between Developer, Purchaser and Escrow. Escrow will give Purchaser and Developer copies of HARPTA and FIRPTA forms, or provide the online link to obtain copies of those forms, with a recommendation that the parties seek appropriate counsel to complete the forms. Escrow will coordinate with Purchaser's lender, the title companies and all others who are a part of the purchase so that closing will occur at a suitable time. Escrow agrees to close all of the sales at the same time or individually from time to time, as directed by Developer. "Closing" is complete when all necessary conveyance and financing documents to complete a purchase are recorded in the appropriate Hawaii recording office. After all documents have been signed, Escrow will close on the closing date as agreed to in the Sales Contract only if:

(i) The required money has been paid to Escrow;

(ii) All necessary documents can be recorded, as appropriate;

(iii) All mortgages having to do with the purchase can be recorded and/or filed, following the lender's instructions; and

(iv) All necessary releases can be recorded so that the Unit is conveyed free and clear of all blanket liens in accordance with the Condominium Law.

END OF EXHIBIT O

EXHIBIT P

Section 5.3 -- Blanket Liens

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE BLANKET LIENS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

None

END OF EXHIBIT P

EXHIBIT Q

Section 6 -- Miscellaneous Information Not Covered Elsewhere in This Report

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE MISCELLANEOUS INFORMATION NOT COVERED IN ELSEWHERE IN THIS REPORT CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Certain capitalized terms used in this Exhibit Q shall have the same meanings given them in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Kahu'aina Plantation, if expressly defined therein.

1. All buyers should be aware that the Community is within and a part of the master planned community known as Kahu'aina Plantation, and is subject to certain conditions and restrictions contained in various documents that affect the Community, including but not limited to: (i) the covenants, conditions, restrictions, reservations, agreements, obligations and other provisions contained in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Kahu'aina Plantation, as the same may be amended and/or supplemented ("Master Declaration"); (ii) any Bylaws of the Kahu'aina Plantation Community Association; (iii) Design Guidelines; (iv) Agricultural Master Plan; (v) Master Association Rules, if any. Developer has not proposed or adopted any Master Association Rules, but reserves the right to do so in the Master Declaration.

2. The Community has been subdivided into 15 lots, plus roadway and infrastructure lots. Units 8A and 8B are located within one subdivided lot.

3. It is the intent of the Declarant under the Master Declaration to subdivide the Property and adjacent properties into multiple subdivided lots of record, with and subject to the approval of the County of Kauai Planning Commission and possibly to develop or permit the development of additional dwelling or Farm Dwelling Units on some or all of the subdivided Lots. The Declarant is hereby authorized, without the consent or joinder of any other person, to file, execute, record, pursue and obtain such applications, permits authorizations, agreements, petitions and other instruments, and to take any and all other actions, in furtherance of such intended subdivision and development, provided that such actions are consistent with all applicable governmental laws, ordinances, rules, regulations and agreements, and are consistent with the terms and conditions of the Declaration and the Community Documents. In furtherance of the foregoing, all future Unit Owners and their respective Mortgagees, by accepting an interest in the Property, consent to all such applications, permits authorizations, agreements petitions and other instruments and all such other actions, and shall be deemed to have given the Declarant a power of attorney to execute any and all such instruments and to take all such other actions solely for the purposes described herein. All Unit Owners agree, if requested by the Declarant, to sign and deliver a separate written power of attorney in recordable form consistent with the terms of this paragraph. If, despite the provisions of this paragraph, any governmental agency shall require a Unit Owner to sign any necessary instruments, then the Unit Owner shall be required to sign such instruments as may be necessary or desirable to allow Declarant to obtain any governmental permit or approval authorized by this Section. If an Owner wrongfully refuses to sign such permits, petitions or related instruments, or provide the Declarant with the necessary authorization the Unit Owner shall be liable to the Declarant for all damages

(including costs and attorneys fees) incurred by the Declarant as a result of such refusal and shall be subject to such other legal and/or equitable remedies as may be available to the Declarant.

4. Buyers shall acknowledge a Farm Dwelling Agreement with respect to restrictions for agricultural use for each unit which shall be recorded as an encumbrance on the Unit in the Community.

5. Additionally, if required by the County of Kauai, each Owner shall be bound by an Agricultural Subdivision Agreement (which draft agreement is attached to the Master Declaration as Exhibit "C"). The Agricultural Subdivision Agreement provides that each Owner acknowledges and agrees that each Owner shall indemnify, defend and hold the County of Kauai, the Developer and the Master Association harmless from and against any and all claims arising out of the failure of the Owner to comply with the Agricultural Master Plan and/or Hawaii Revised Statutes, Chapter 205 as determined by the County of Kauai Planning Department, and that the County of Kauai and the State of Hawaii shall have the right to refuse to grant any permits or approvals for uses or development on any Unit affected by such noncompliance unless and until the noncompliance is cured, as determined by the County of Kauai Planning Department.

6. Developer may revise the specimen deed and sales contract for the Community to conform with any future amendments that may be made to the Declaration of Condominium Property Regime for the Community and/or the Master Declaration.

7. Pursuant to the Master Declaration, Declarant shall have the right and reserves the right to unilaterally at any time annex additional real property or remove and release any portion of the Property from coverage of the Master Declaration, provided that: (i) Declarant, or an affiliate of Declarant, is the owner of such portion of the property to be so removed and released; and (ii) a Notice of Withdrawal of Property, executed by Declarant, is recorded. Declarant intends to remove that certain portion of the Community as shown as on the Condominium Map.

8. Pursuant to the Master Declaration, there is hereby created a blanket perpetual easement in the favor of Declarant and its designees (which may include, without limitation, the County, the State of Hawaii and any entity providing utility services) upon, across, over and under the Property for ingress and egress for installing, constructing, replacing, repairing, maintaining and operating all roadways, utilities (whether public or private) or facilities of a public use nature, including but not limited to water, gas, telephone, electricity, cable (including without limitation television cable), mailboxes and access thereto, landscaping, security systems, and communication lines and systems, and in addition thereto for the use of emergency vehicles of all types. By virtue of the easement, it shall be expressly permissible for Declarant and its contractors and/or the providing utility company to construct (including without limitation underground installation) and maintain (including inspect, alter, repair, refurbish and the like) the necessary facilities, wires, circuits, conduits, cables, mailbox pads and stanchions, and related appurtenances, facilities and equipment on the Property, including without limitation the Lots, and to enter upon the Property, including without limitation the Lots, to accomplish the foregoing. The easement reserved by this Section may be assigned by Declarant to the Master Association by written instrument, and the Master Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant, including reservations of rights in favor of Declarant. If the easement is assigned to the Master Association, the Board shall, upon written request, grant such limited term or perpetual easements as may be reasonably necessary for the development of the Property and/or, in the sole and absolute discretion of the Declarant, for any adjacent property. Any utility company using this blanket easement shall use its best efforts to install and maintain the roadway or utilities in a manner that will cause the least practicable interference with the uses of the Owners, Occupants, the Master Association and Declarant, except on a temporary basis; shall proceed with its installation and maintenance activities as promptly and expeditiously as reasonably possible; and shall restore the surface of the land to its original condition as soon as possible after completion of its work. Should any utility company furnish a service covered by the blanket easement request a specific easement by separate Recordable document, either Declarant or the Master Association shall have, and are hereby given, the right and authority to grant such limited term or perpetual easement upon, across, over, or under any part of the Common Area or any part of any Lot, without the joinder of the Owner thereof or the

Owner's Mortgagee. Without limitation of the foregoing, Declarant reserves unto itself and its successors the right to grant, create, designate, delete, cancel, relocate, realign and reserve limited term and/or perpetual easements and rights of way over, across, under and through the Property, including Lots, for electrical power and communication utilities, electromagnetic and optical transmission facilities, landscaping, mail delivery and other similar public service purposes, as Declarant in its discretion may from time to time designate, for the benefit of the Property, other property in the vicinity of the Property or Surrounding Uses (as defined in Article XVIII of the Master Declaration) and the right to grant any such easements to any governmental agencies, public utility or service companies as determined by Declarant without the joinder or consent of or notice to the Owner or the Owner's mortgagee. Furthermore, the rights reserved to Declarant include specifically without limitation the right to utilize utility service to the Community on any portion thereof to serve adjacent and separate developments outside of the Community provided Declarant sub-meters such use and the right to use Roadways in the Community to serve adjacent developments provided the such adjacent development shares pro rata for the cost of maintenance and repair of the Roadways. The easements provided for in this Section shall in no way affect, void, extinguish, or modify any other Recorded easement on the Common Area or any Lot. Each Owner consents to any such creation, designation, granting, deletion, cancellation, relocation, reassignment, conveyance, transfer, and reservation of easements and/or rights of way as provided above without the necessity of the joinder or consent of the Owner or the Owner's mortgagee, or those claiming by, through or under an Owner, entering into any further agreement respecting such action or document; provided, however, that such Owner and those claiming by, through or under an Owner, agrees to join in an execute such documents and instruments and do such other things as may be necessary or convenient to effect the same promptly at the request of Declarant without payment of additional consideration. Upon request by an Owner, Declarant shall execute and Record an estoppel certificate that shall limit the rights provided in this Section so that easements hereunder may only be taken through certain utility corridors as set forth in the estoppel certificate. The rights reserved in this Section shall continue until December 31, 2030 (which date may be extended to the extent that Declarant shall experience delays in development of any additional phase or increment of the Community, for reasons beyond Declarant's reasonable control, but in no event beyond December 31, 2040).

9. Pursuant to the Master Declaration, easements are hereby reserved over, across, under and through the Property, and each Lot therein, for the benefit of the owners of the "Agricultural and Farming Areas" (as defined in Article XVIII of the Master Declaration) and other property in the vicinity of the Community, and their successors in title, for the commencement, continuation and resulting effect of the Surrounding Uses (as defined in Article XVIII of the Master Declaration), and all activities related or incidental thereto.

10. Pursuant to the Master Declaration, Declarant, and its agents, employees, contractors, licensees, successors, mortgagees and assigns, shall have and there is hereby created an easement over, under and upon the Property, including the Lots therein, to create and cause noise, dust, vibration and other nuisances or annoyances created by or resulting from any work connected with or incidental to the development, construction and/or sale of any Lot or other Improvement to the Property, including the Annexation Property, or any other community which Declarant, its successors or assigns, may develop on property adjacent to in the vicinity of the Community. Each and every Owner or other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Declarant, its agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances.

11. Each subdivided lot shall be subject to all easements shown on any recorded subdivision map or file plan affecting such lot, and to any easement of record or of use, which shall include without limitation, use for construction, installation and repair of utilities, maintenance, encroachment, drainage and ingress and egress.

12. Declarant hereby reserves to itself and the Master Association, and their respective officers, agents, employees, and assigns, an easement upon, across, over, in, and under all and any portion of the Property, including the Lots, and a right to make such use of such property as may be necessary or appropriate to perform the rights, duties and functions which the Master Association is obligated or

permitted to perform pursuant to the Master Declaration, any Supplemental Declaration or the Master Association Rules, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Lot as required or permitted by this Master Declaration, any Supplemental Declaration or the Master Association Rules.

13. Declarant hereby reserves to itself and the Master Association, and their respective officers, agents, employees, successors, and assigns, an easement to enter upon, across, over, in, and under any portion of the Property, including Lots, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or patterns of any portion of the Property so as to improve the drainage of water on the Property for the benefit of the Property and, at Declarant's sole and absolute discretion, adjacent properties. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of the Owners, the Master Association and Declarant, as applicable, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a neat and usable condition as soon as reasonably possible following such work. The rights reserved herein shall continue until December 31, 2030 (which date may be extended to the extent that Declarant shall experience delays in development of any additional phase or increment of the Community, for reasons beyond Declarant's reasonable control, but in no event beyond December 31, 2040).

14. There shall be reciprocal appurtenant easements of encroachment as between adjacent Lots due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered thereon to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, Occupant or the Master Association. Any such easements for encroachment shall be for the encroachment and for the maintenance thereof.

15. Declarant, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community relating to the sale of any Lot including the use of any Lot owned by Declarant for displays, sales and management offices, parking and extensive sales displays and activities and the posting and maintenance of signs and other advertisements relating to such sales activities; provided Declarant shall pay and be liable for expenses, if any, attributable to the maintenance of such units used for the foregoing purpose. The rights reserved in this Section shall continue until December 31, 2030 (which date may be extended to the extent that Declarant shall experience delays in development of any additional phase or increment of the Community or any Annexation Property, for reasons beyond Declarant's reasonable control, but in no event beyond December 31, 2040).

16. Declarant reserves unto itself and its successors a perpetual and non-exclusive easement for landscape maintenance purposes and rights of way over, across, under and through those certain easements affecting the units in the Community which are designated in the Declaration or Supplemental Declaration, for the purposes of planting, replanting, installing, re-installing, maintaining, using, and removing landscaping plants, shrubs and trees, any applicable sign monument or entry feature and the installation and use of general landscape structures, machinery and equipment.

17. Declarant and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon any portion of the Community, including the Common Area and any Lot, as may be reasonably necessary for the completion of improvements to and correction of defects and other items in the Community. The rights reserved in this Section shall continue until ten (10) years after the "date of completion" of the improvements as evidenced by the filing of a Notice of Completion.

18. Declarant hereby reserves the right to encumber the Common Areas with an Agreement in favor of the County, State of Hawaii or adjacent landowners in respect of the various improvements to be installed in the Common Area.

19. The Declarant, its contractors, subcontractors, licensees, mortgagees and assigns, and their respective employees and agents, shall have the right and an easement in favor of the Declarant and its successors and assigns is hereby granted at any time and from time to time prior to the thirtieth (30th) anniversary date of this Master Declaration, to enter upon, use, remove, replace, add to, or otherwise alter the improvements in the Common Areas of the Community and to do all things reasonably necessary, desirable or useful for designing, developing, constructing or completing the Community, and selling the Lots; provided that the exercise of the rights granted herein shall not cause any permanent or avoidable interruption in the service of utilities to the Property, and provided further that any person exercising such rights shall use reasonable efforts, without additional cost to the Declarant and consistent with maintaining the progress of the design, development, construction, completion and sale of the additional increment, to minimize interference with the Owners' use and enjoyment of the Property.

20. Declarant for itself and the Master Association hereby reserves the right to create limited access easements to burial sites located in the Community in favor of any person recognized by the Kauai Island Burial Council as a cultural descendant of the Kahu'aina area, which may include access for ingress and egress upon, across and over the Community. Such access may be reasonably restricted as determined by the Declarant and/or the Master Association, including but not limited to reasonable restrictions as to hours, days and location of such access.

21. The rights, reservations and easements of Declarant set forth in the Master Declaration shall be deemed excepted and reserved in each Recorded Supplemental Declaration, in each conveyance of any interest in property by Declarant to the Master Association and in each deed or other instrument by which any portion of the Property is conveyed by Declarant or any other Owner, whether or not specifically stated therein. The rights, reservations and easements of Declarant set forth in the Master Declaration shall be prior and superior to any other provisions of this Master Declaration and any Supplemental Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of the Master Declaration or any Supplemental Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment. The rights, reservations and easements of Declarant set forth in Article XX of the Master Declaration are in addition to, and shall in no way affect or otherwise be interpreted to limit or restrict any of the rights, reservations and easements of Declarant contained elsewhere in this Master Declaration or in any Supplemental Declaration.

22. No provision of the Master Declaration shall be construed to prevent or limit Declarant's rights to complete the development, subdivision, consolidation, construction, promotion, marketing, sale and/or leasing of all or any portion of the Property, the Annexation Property; to construct or alter Improvements on any property owned by Declarant within such properties; to maintain units, offices for construction, sales or leasing purposes or similar facilities on any property owned by Declarant or owned by the Master Association within such properties; to post signs incidental to the development, subdivision, consolidation, construction, promotion, marketing, sale, leasing and/or use of such properties; or to apply for, process and receive zoning or changes in zoning or to uses of, or changes in, density of, or other changes in any land use restrictions affecting all or any portion of the Property, the Annexation Property, so long as Declarant is the owner of the property affected. Nothing contained in this Master Declaration shall limit the foregoing rights of Declarant, including specifically, but not limited to the provisions contained in Article V of the Master Declaration, which provisions shall not apply to Lots owned by Declarant or to any Improvements proposed or made by Declarant in connection with its development, construction, promotion, marketing, sale or leasing of any Lot or Farm Dwelling Unit or any other portion of the Property.

23. Each Owner, in purchasing or otherwise taking title to any Lot, shall do so with the express understanding and acknowledgment that construction activity by Declarant and other third parties or other Owners or Occupants may continue in the Community area and adjacent areas after such Owner has occupied the Lot and that this activity may result in noise, dust, or other annoyances to the Owner and may limit the Owner's access to portions of such Lot or other areas adjacent thereto, and each Owner shall thereby accept any such inconvenience or annoyance and expressly waive any rights, claims, or

actions which the Owner might otherwise have against Declarant or third parties (including various contractors who may be involved in such construction activity) as a result of such circumstances.

24. Any or all of the rights, reservations and easements of Declarant may be transferred to any other Person, provided that the transfer shall not enlarge a right or reservation beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and Recorded.

25. All buyers, in purchasing or otherwise taking title to any Unit, shall do so with the express understanding that the flow and quantity of water is not guaranteed and that disruptions in the water delivery system may occur. Each Owner may at its own cost implement a water storage system or water well as a back up water system. Declarant reserves the right to collect by drilling or other methods, use and appropriate all underground and percolating water, both tributary and non-tributary, within and under the Property, including but not limited to water sources such as wells and ponds. Declarant reserves the right to create and grant easements in favor of the Master Association or to third-parties, including but not limited to the Water Company, to (i) reserve water sources, such as ponds and wells for the benefit of the Owners; and (ii) construct, maintain, replace and repair any water system servicing the Property, including but not limited to drains, lines and pipes at appropriate locations for collecting and carrying underground percolating water or irrigation water.

26. Pursuant to the Master Declaration, Declarant shall have the right to designate one or more easements for Beach Access in locations to be determined by Declarant in its sole discretion, or as required by government action. One or more Beach Access Easements may be adjacent to a Unit.

27. Owners shall comply with the Agricultural Master Plan submitted to the County of Kauai describing the planned agricultural uses for the Property, the marketing and business plans associated with such activities and the manner in which the agricultural and related uses on the Property will comply with Hawaii Revised Statutes Chapter 205, as may be amended from time to time. The Agricultural Master Plan may not be amended without the prior written approval of the County.

28. Declarant reserves the right, pursuant to the Master Declaration, to grant easements, including, but not limited to, an easement for agricultural purposes, over the Agricultural Easement Areas, as defined by the Master Declaration, without the joinder or consent of any Owner.

29. Pursuant to HRS 514B-101(b)(2), Part VI of HRS 514B shall not apply to the management of the Community. Declarant has adopted Bylaws that provide for the Members to directly administer the Community without the election of directors or officers. The Bylaws allow Members to set the dates of annual meetings, conduct all business matters affecting the Community, and execute all instruments and any amendments to the Declaration or Bylaws. The provisions of HRS 514B that are applicable and not applicable to the administration of the Community are set forth in the Bylaws checklist that is provided with the Bylaws.

30. The Community is not within an area that contains Class A or B soils.

31. Pursuant to Article X of the Master Declaration, the Board and the Declarant shall have the authority and standing, on behalf of the Master Association, to enforce in courts of competent jurisdiction, or by arbitration should the Board so elect, decisions of the Design Review Committee established pursuant to Section 10.1 of the Master Declaration, which may include decisions with respect to Agricultural Activities. The Board and the Declarant shall also have the standing and authority to enforce any design, development and agricultural guidelines adopted by the Design Review Committee and/or required by the Agricultural Master Plan, and may delegate the right to enforce such design, development and agricultural guidelines to the Design Review Committee. No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs, shall take place except in strict compliance with Article X, until the requirements hereof have been fully met, and until the approval of the Design Review Committee has

been obtained. No agricultural use shall take place except in strict compliance with the Agricultural Master Plan and Articles IX and X of the Master Declaration.

END OF EXHIBIT Q