

**DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

| | |
|--------------------------|--|
| CONDOMINIUM PROJECT NAME | HALE COOK CONDOMINIUM |
| Project Address | 5-7313 Kuhio Highway, Haena, Kauai, Hawaii 96714 |
| Registration Number | 6743 (Partial Conversion) |
| Effective Date of Report | June 16, 2009 |
| Developer(s) | FRED C. COOK |

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 586-2643 to submit your request.

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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 | <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit) |
| Developer is the Fee Owner | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Fee Owner's Name if Developer is not the Fee Owner | Fred C. Cook, as Successor Trustee of the Declaration of Trust dated 1/8/81 (The Cook Family Trust), as amended |
| Address of Project | Lot 113 of WAINIHA HUI LAND, 5-7313 Kuhio Highway, Haena, Kauai, Hawaii 96714 |
| Address of Project is expected to change because | New street numbers will be assigned to the individual units |
| Tax Map Key (TMK) | (4) 5-8-009:08 |
| Tax Map Key is expected to change because | New numbers will be assigned to the individual units |
| Land Area | 11,250 square feet, more or less |
| Developer's right to acquire the Property if Developer is not the Fee Owner (describe) | Developer, an individual, is the Successor Trustee of the owning trust, and is acting on behalf of that trust |

1.2 Buildings and Other Improvements

| | |
|--|--|
| Number of Buildings | Each of the two units will have a single building |
| Floors Per Building | Unit 1 has 2 floors, Unit 2 is a 5 foot cubic spatial unit |
| Number of New Building(s) | 1 (spatial) |
| Number of Converted Building(s) | 1 |
| Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.) | Unit 1 - cedar structure, composition shingle roof |

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 |
|-------------------|----------|---------|-----------------|-----------------|----------------------------------|------------|
| 1 | 1 | 3/2 | 1,120 | 432/256 | lanai/storage | 1,808 |
| 2 | 1 | 0/0 | 0 | 25 | spatial "floor" | 25 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| See Exhibit _____ | | | | | | |

| | |
|---|------------------------------|
| 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: | 4 |
| Number of Guest Stalls in the Project: | 0 |
| Number of Parking Stalls Assigned to Each Unit: | 2* |
| 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. There is adequate area within the limited common area of Unit 2 to park 2 cars. | |

1.5 Boundaries of the Units

| |
|--|
| Boundaries of the unit: Each unit shall include its entire structure, and the limited common element land area appurtenant to such unit. The boundary of each unit is the exterior finished surface of the unit's perimeter walls, roof, foundation, doors, windows and other structural members. |
|--|

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): Each unit owner may construct and/or alter any structure located within the unit's limited common element land area as provided and limited in Article III, Paragraphs A, B, D and E, and Article VI, Paragraphs A and C of the Declaration of Condominium Property Regime. The prospective buyer is cautioned that under existing Kauai County ordinances, the ability to construct the Additional Dwelling Unit is limited in time. The current ordinances should be consulted by the prospective buyer of Unit B. |
|---|

1.7 Common Interest

| |
|--|
| <u>Common Interest:</u> 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 |
| As follows: Unit 1: 50% Unit 2: 50% |

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

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | Swimming pool |
| <input type="checkbox"/> | Laundry Area |
| <input type="checkbox"/> | Storage Area |
| <input type="checkbox"/> | Tennis Court |
| <input type="checkbox"/> | Recreation Area |
| <input type="checkbox"/> | Trash Chute/Enclosure(s) |
| <input type="checkbox"/> | Exercise Room |
| <input type="checkbox"/> | Security Gate |
| <input type="checkbox"/> | Playground |
| <input type="checkbox"/> | 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 C.
Described as follows:

| Common Element | Number |
|----------------|--------|
| Elevators | 0 |
| Stairways | 0 |
| Trash Chutes | 0 |

1.10 Limited Common Elements

Limited Common Element: 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 C.
Described as follows:

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.

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Pets: Article III, Section B of the Declaration limits the types and numbers of permissible animals.* |
| <input type="checkbox"/> | Number of Occupants: |
| <input checked="" type="checkbox"/> | Other: Article III of the Declaration sets forth special use restrictions |
| <input type="checkbox"/> | There are no special use restrictions. |

*Reasonable domestic pets in reasonable numbers and properly controlled and confined are allowed. Farm animals are prohibited to the greatest extent allowed by law. Aggressive and some breeds of dogs are not permitted.

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 D describes the encumbrances against title contained in the title report described below.
Date of the title report: August 13, 2008
Company that issued the title report: Title Guaranty of Hawaii, 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 | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| | | Commercial | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| | | Mix Residential/Commercial | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| | | Hotel | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| | | Timeshare | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| | | Ohana | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| | | Industrial | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| X | | Agricultural | 1 | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | R-4 |
| | | Recreational | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| X | | Other(specify) spatial | 1 | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | R-4 |
| Is/Are this/these use(s) specifically permitted by the project's Declarations or Bylaws? | | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Variances to zoning code have been granted. | | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| Describe any variances that have been granted to zoning code. | | | | | | |

1.14 Other Zoning Compliance Matters

| Conforming/Non-Conforming Uses, Structures and Lots | |
|---|--|
| <p>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.</p> <p>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.</p> <p>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.</p> | |

| | Conforming | Non-Conforming | Illegal |
|------------|-------------------------------------|----------------|---------|
| Uses | <input checked="" type="checkbox"/> | | |
| Structures | <input checked="" type="checkbox"/> | | |
| Lot | <input checked="" type="checkbox"/> | | |

| |
|--|
| <p>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:</p> |
|--|

1.15 Conversions

| | |
|--|--|
| <p>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</p> | <p><input checked="" type="checkbox"/> Applicable</p> <p><input type="checkbox"/> Not Applicable</p> |
| <p>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:</p> <p>Please see Exhibit H</p> | |
| <p>Developer's statement of the expected useful life of each item reported above:</p> <p>Please see Exhibit H</p> | |
| <p>List of any outstanding notices of uncured violations of any building code or other county regulations:</p> <p>None</p> | |
| <p>Estimated cost of curing any violations described above:</p> <p>N/A</p> | |

| | |
|--|--|
| <p>Verified Statement from a County Official</p> | |
| <p>Regarding any converted structures in the project, attached as Exhibit <u> 1 </u> is a verified statement signed by an appropriate county official which states that either:</p> <p>(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:</p> <ul style="list-style-type: none"> (i) Any variances or other permits that have been granted to achieve compliance; (ii) Whether the project contains any legal non-conforming 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; <p style="text-align: center;">or</p> <p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p> | |
| <p>Other disclosures and information:</p> | |

1.16 Project In Agricultural District

| | |
|---|---|
| <p>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.</p> | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation.</p> | |
| <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.</p> | |
| <p>Other disclosures and information:</p> | |

1.17 Project with Assisted Living Facility

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

2. PERSONS CONNECTED WITH THE PROJECT

| | |
|--|---|
| 2.1 Developer(s) | Name: Fred C. Cook Business Address: 59 Cliff Drive Assonet, Massachusetts 02702 Business Phone Number : (508) 995-9511 E-mail Address: yachtgear@hotmail.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). | N/A |
| 2.2 Real Estate Broker | Name: None selected, see Page 18 Business Address: Business Phone Number: E-mail Address: |
| 2.3 Escrow Depository | Name: Title Guaranty Escrow Services, Inc. Business Address: P.O. Box 223330 Princeville, Hawaii 96722 Business Phone Number: (808) 826-5300 |
| 2.4 General Contractor | Name: None selected 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: Peter C. Miller, Esq. Business Address: P.O. Box 1230 Hanalei, Hawaii 96714 Business Phone Number: (808) 826-4606 |

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 |
|-------------------------------------|------------------|-----------------|
| Bureau of Conveyances | August 18, 2008 | 2008-138070 |

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 |
|-------------------------------------|------------------|-----------------|
| Bureau of Conveyances | August 18, 2008 | 2008-138071 |

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 | 4701 |
| 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 | | X |

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% |
| Bylaws | 67% | 67% |

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

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any). |
| <input checked="" type="checkbox"/> | <p>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:</p> <p>As provided in Article VII, Section B, so long as Declarant owns one (1) unit in this Project, Declarant reserves the right to amend the Declaration, Bylaws and Condominium Map in order to correct any typographical or grammatical error, or to comply with any applicable State, Federal or local ordinance, rule or regulation or any title company or financial institution, or the requirements of the Real Estate Commission.</p> |

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): | | |
| <input type="checkbox"/> | | Not affiliated with the Developer |
| <input checked="" type="checkbox"/> | | None (self-managed by the Association) |
| <input type="checkbox"/> | | The Developer or an affiliate of the Developer |
| <input type="checkbox"/> | | 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 <u>E</u> 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: | | |
| <input type="checkbox"/> | | Electricity for the common elements |
| <input type="checkbox"/> | | Gas for the common elements |
| <input type="checkbox"/> | | Water |
| <input type="checkbox"/> | | Sewer |
| <input type="checkbox"/> | | TV cable |
| <input type="checkbox"/> | | Other (specify) |

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: | | |
| <input checked="" type="checkbox"/> | | Electricity for the Unit only |
| <input type="checkbox"/> | | Gas for the Unit only |
| <input checked="" type="checkbox"/> | | Water |
| <input checked="" type="checkbox"/> | | Sewer |
| <input checked="" type="checkbox"/> | | TV cable |
| <input checked="" type="checkbox"/> | | Other (specify) All utilities |

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: | |
| <input checked="" type="checkbox"/> | Specimen Sales Contract Exhibit F contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer. |
| <input checked="" type="checkbox"/> | Escrow Agreement dated: August 18, 2008 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit G contains a summary of the pertinent provisions of the escrow agreement. |
| <input type="checkbox"/> | 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.

| | |
|--------------------------|--|
| <input type="checkbox"/> | The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B. |
| <input type="checkbox"/> | Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit |
| <input type="checkbox"/> | 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.

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | There are <u>no blanket liens</u> affecting title to the individual units. |
| <input type="checkbox"/> | There are <u>blanket liens</u> 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: There are no warranties, express or implied |
| Appliances: There are no warranties, express or implied |

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

| |
|--|
| <p>Status of Construction: Unit 1 was completed in 1981 Unit 2 is a spatial unit</p> |
| <p>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.</p> |
| <p>Completion Deadline for any unit not yet constructed, as set forth in the sales contract: N/A</p> |
| <p>Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: N/A</p> |

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

| | |
|--------------------------|--|
| <input type="checkbox"/> | <p>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.</p> <p><i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i></p> |
|--------------------------|--|

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

| | |
|---|--|
| <p>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):</p> | |
| <input type="checkbox"/> | <p>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</p> |
| <input type="checkbox"/> | <p>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.</p> |

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

| | |
|---|---|
| <p>Box A</p> <p><input type="checkbox"/></p> | <p>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.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p><u>Important Notice Regarding Your Deposits:</u> 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.</p> |
| <p>Box B</p> <p><input type="checkbox"/></p> | <p>The Developer has <u>not</u> 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.</p> <p>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 <u>Important Notice Regarding Your Deposits</u> 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, <u>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</u> (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.</p> <p>You should understand that, although the <u>Important Notice Regarding Your Deposits</u> 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.</p> |

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: |

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

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| | |
|----|--|
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| 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: |

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:

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- (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.

3. RIGHT OF FIRST REFUSAL TO PURCHASE.

ARTICLE XII of the Declaration of CPR provides that the owner of either unit who wants to sell his unit must first offer the unit to the owner of the other unit pursuant to the provisions specified in said ARTICLE XII.

4. ADDITIONAL DWELLING UNIT

Buyer understands that if Buyer is buying Unit 2, which is only a spatial unit, then Seller has no obligation to construct any improvements upon that unit. If Buyer is buying Unit 2, Buyer also understands that the right to construct a residence upon that unit may, in the future, be limited in time, after which time the right might expire. The existing right to build a residence upon Unit 2 arises from the County's ordinance that allows the construction of what is called an Additional Dwelling Unit (an "ADU") on residentially zoned parcels. An ADU is a dwelling unit on a parcel that is additional to what would otherwise be allowed under the existing zoning. In addition to meeting other building permitting requirements, the owner must first successfully complete a form entitled "County of Kauai Additional Dwelling Unit Facilities Clearance Form". Developer has done this for Unit 2 and a copy of it is attached to this Developer's Public Report as Exhibit "J". Buyer is advised that the County has the ability to repeal or amend the ADU ordinance if it chooses, as it previously did with respect to its application to agricultural and open zoned lands. In that case it did allow qualifying owners a period of time to obtain a building permit and an additional period of time to complete construction. As of the date of this Developer's Public Report, there is no indication of any intent to terminate the ADU ordinance as it applies to residentially zoned properties. Buyer understands that it is Buyer's responsibility for investigating with the County of Kauai that time limit and for complying with it if Buyer intends to construct such residence.

5. RESCISSION OF BINDING SALES CONTRACT

Purchasers shall have a thirty-day right to rescind a binding sales contract for the purchase of a unit from a developer if there is a material change in the project. This rescission right shall not apply, however, 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 Declaration. What counts as "a material change" and the procedural steps that must be followed in order to rescind the sales contract are spelled out in Section 514B-87 of Hawaii Revised Statutes.

6. EASEMENTS, AGREEMENTS AND OTHER ITEMS OF RECORD.

The title to the condominium real property is presently subject to two easements and a waiver of agreement described as items 3-5 on Exhibit D. BUYER SHOULD CONSULT WITH HIS OR HER LEGAL COUNSEL FOR ADDITIONAL INFORMATION.

EACH BUYER IS ADVISED TO CONTACT THE APPROPRIATE GOVERNMENT AGENCIES TO DETERMINE SPECIFIC REQUIREMENTS FOR THIS PROPERTY, AND TO CONSULT WITH AN ATTORNEY AND OTHER APPROPRIATE PROFESSIONALS.

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

1. DISCLOSURE RE: NON SELECTION OF REAL ESTATE BROKER.

As of the effective date of this Developer's Public Report, the Developer has not executed a listing agreement for the sale of this condominium project with an duly licensed Hawaii real estate broker.

Thus, the Developer cannot offer to sell or sell any units in this registered condominium project until: 1) the Developer executes a listing agreement for the sale of this condominium project, 2) amends this developer's public report to reflect the new information, and 3) delivers this public report and amendments to the prospective purchaser. The conditions for a binding sales contract are listed on pages 16-17 paragraph 5.8.1.

2. SEPTIC SYSTEM / TWO BEDROOM LIMIT FOR UNIT 2

Unit 1 is presently served by a cesspool. It is anticipated that in order for a building permit to be issued for the ADU upon Unit 2 a single septic system serving both units will be required.

Accordingly, in a timely manner so as not to unduly delay the issuance of a building permit for the Unit 2 ADU, a single septic system to serve both Units 1 and 2 shall be installed within Easements AU-1 and U-2 (unless permitted otherwise by the authorities having jurisdiction thereover to have separate systems). The shared system shall be for the mutual benefit of the sharing units, and the cost of which (including, but not by limitation, design, permits, excavation, grading and installation) shall be shared equally by them. The system shall be designed and constructed to tolerate the weight of vehicles.

The system shall be designed and constructed so as to have the capacity either to serve the two sharing units at their maximum buildout or be the maximum feasible and permissible capacity for the site, and neither sharing unit shall be entitled to construct improvements that will require more than that unit's percentage of the system's capacity. It is anticipated that the system, when constructed, shall have the capacity to serve dwellings with a total of five bedrooms. In that Unit 1 already has three bedrooms, the benefit of the system shall be shared 60% by Unit 1 and 40% by Unit 2; Unit 2 will therefore be limited to two bedrooms as determined by the permitting authorities. If the owners of the two units do not agree to jointly fund and install the system for those two units, the first unit needing the system shall pay the actual costs of design (by a licensed engineering firm specializing in such work), permitting, excavation, grading and installation of all portions of the system. Before the second unit may tie into the system, the owner thereof shall reimburse the owner of the first unit for the second unit's 50% share of all of said costs, plus interest on the second unit's said shares at the rate of ten (10.0%) per cent per annum from the time of payment of the costs by the owner of the first unit until the full reimbursement by the second owner is made, which in any event must be prior to the hookup by the second owner. The actual costs incurred shall be proved by credible written evidence, provided promptly by the first owner upon request by the second.

Thereafter, maintenance costs of the shared system shall be divided by the payment by each unit for 50% of all portions benefiting both units, plus 100% of all portions benefiting only that unit. Proof of costs paid, contribution and the incurring of interest shall be as described above for the initial installation.

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.

Fred C. Cook

Printed Name of Developer

By: Fred C Cook
Duly Authorized Signatory*

AUGUST 18 2008
Date

Fred C. Cook, Developer

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

***Must be signed for a corporation by an officer; 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.**

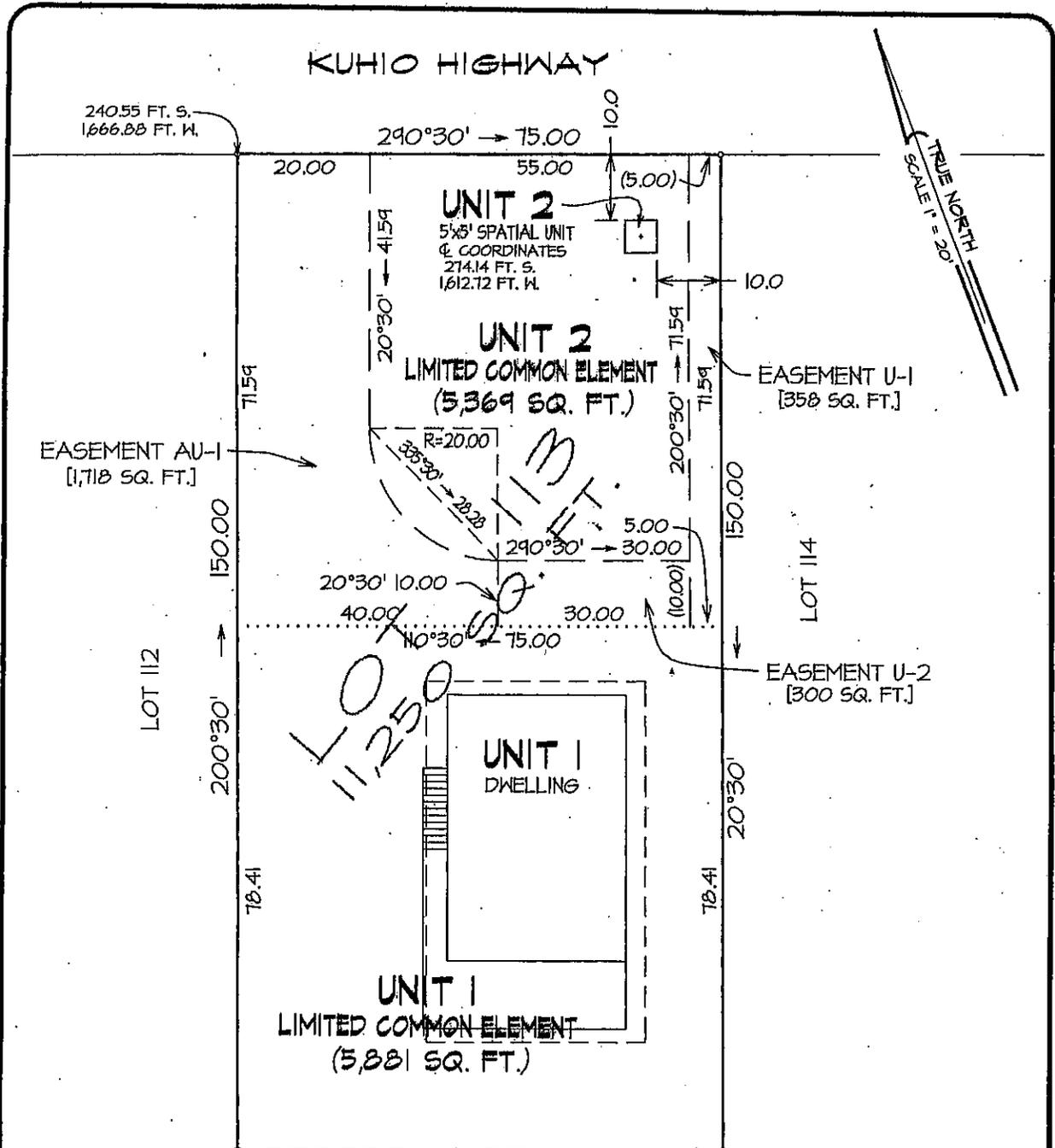
EXHIBIT A

DESCRIPTION OF UNITS

The Project is the sole project in the condominium property regime and consists, or will consist, of two dwelling units only, designated "Unit 1" and "Unit 2" as follows:

1. Unit 1 is an existing two story dwelling containing 1,120 square feet of net living area. The upper floor contains three bedrooms, two bathrooms, kitchen, living/dining area and 432 square feet of lanai. The lower floor contains 256 of enclosed storage area and a two car parking area. There is no basement. Said building comprises a single unit. Architectural plans for Unit 1 are attached to, and made a part of, the Condominium Map.

2. Unit 2 is a single story cubic spatial unit without basement containing 125 cubic feet, measuring 5 feet on a side. The center location of the floor area coordinate is 274.14 ft. S and 1,612.72 ft. W, referenced to "NIHA 2" Government Survey Triangulation Station. Parking for at least 2 vehicles is available anywhere within the limited common element land area. Said spatial unit comprises a single unit. Architectural plans for Unit 2 are attached to, and made a part of, the Condominium Map.



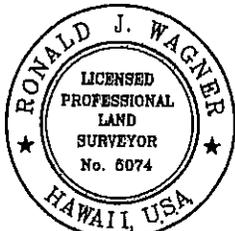
Prepared For:
COOK FAMILY TRUST
 c/o FRED COOK
 59 CLIFF DRIVE
 ASSONET, MA 02702
 SEPT. 15, 2007



- NOTE:**
1. This project does not involve the sale of individual lots. The dotted lines on the Condominium Map are for illustration purposes only. They represent either a limited common element or common element.
 2. All coordinates are referenced to "NIHA 2" Government Survey Triangulation Station.

MAP OF
"HALE COOK" CONDOMINIUM
 SHOWING
UNITS 1 and 2
 AND DESIGNATING
EASEMENTS AU-1, U-1, & U-2
 being
LOT 113

WAINIHA HUI LAND
 at WAINIHA, HALELEA, KAUAI, HAWAII



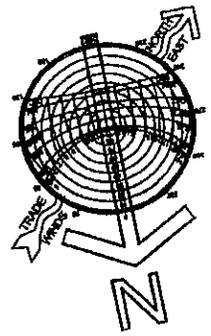
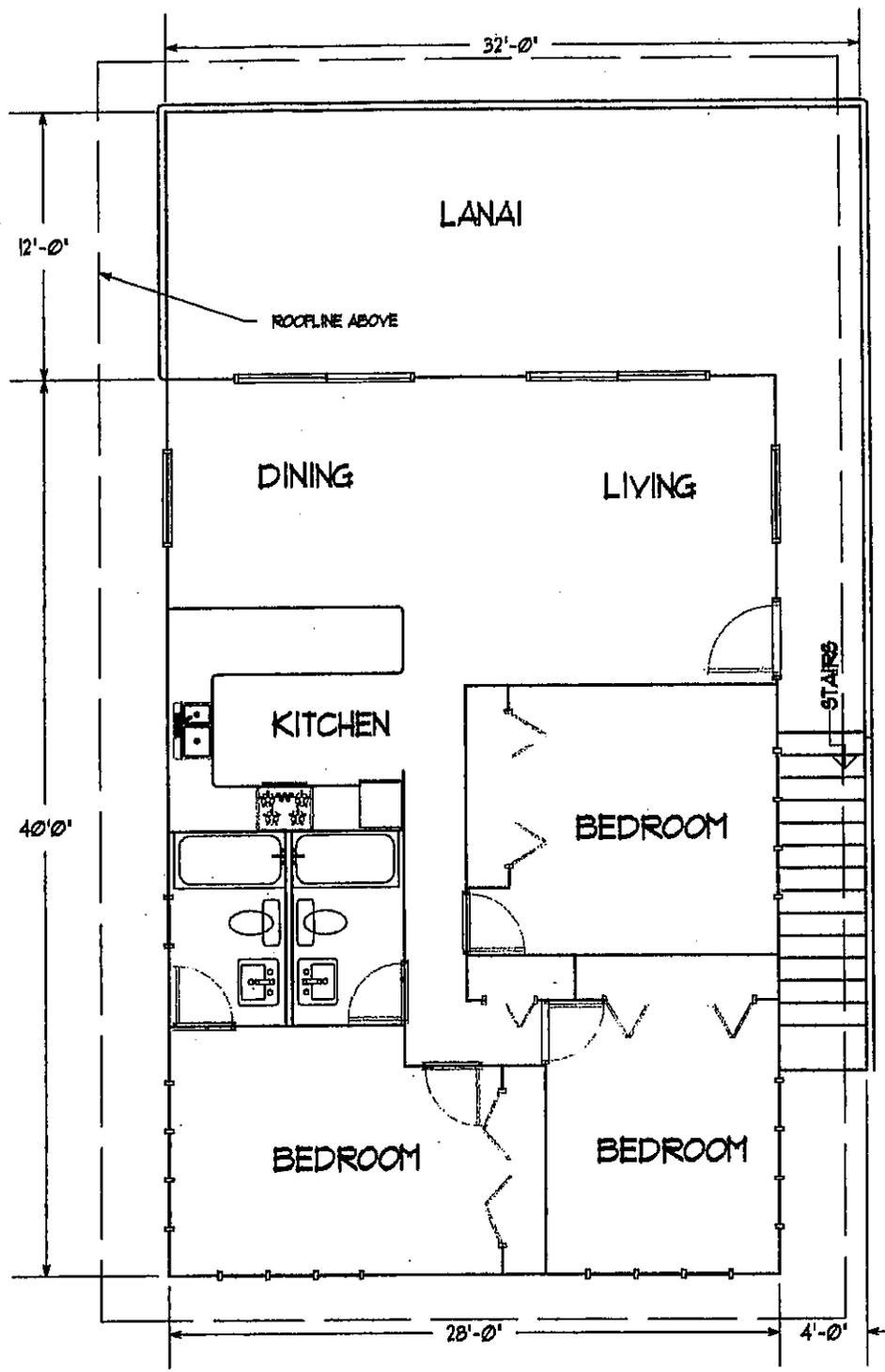
This map was prepared by me or under my direct supervision.

Ronald J. Wagner

RONALD J. WAGNER
 Licensed Professional Land Surveyor
 Certificate Number 5074.

Wagner Engineering Services, Inc.
 P.O. Box 851 Hanalei, HI 96714 (808) 826-7256

Exhibit B - Condominium Map
HALE COOK



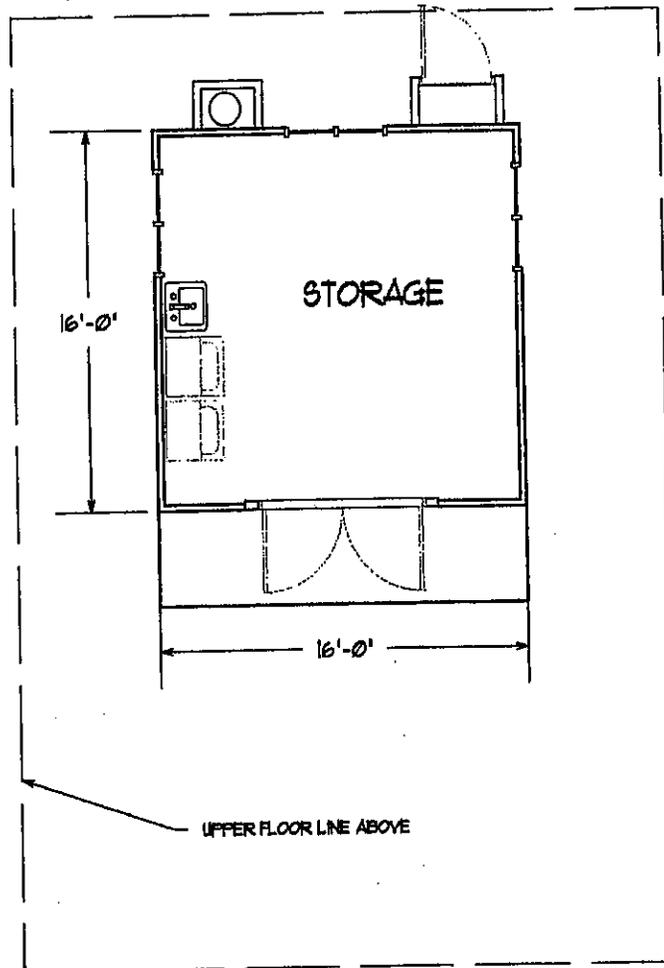
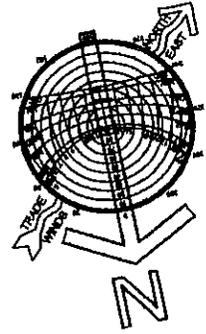
UPPER FLOOR PLAN

1/8" = 1'

UPPER FLOOR PLAN
 "HALE COOK" UNIT I
 LOT 113, WAINIHA HUI LAND, WAINIHA, KAUAI, HAWAII

| | |
|----------|--------------|
| SCALE | H: 1/8" = 1' |
| | V: N/A |
| DRAWN: | BH |
| JOB NO.: | 3923.1 |

| | |
|-------|---|
| SHEET | 1 |
| | 3 |



LOWER FLOOR PLAN

1/8" = 1'

LOWER FLOOR PLAN

"HALE COOK" UNIT 1

LOT 113, WAINIHA HUI LAND, WAINIHA, KAUAI, HAWAII

SCALE H: 1/8" = 1'
V: N/A

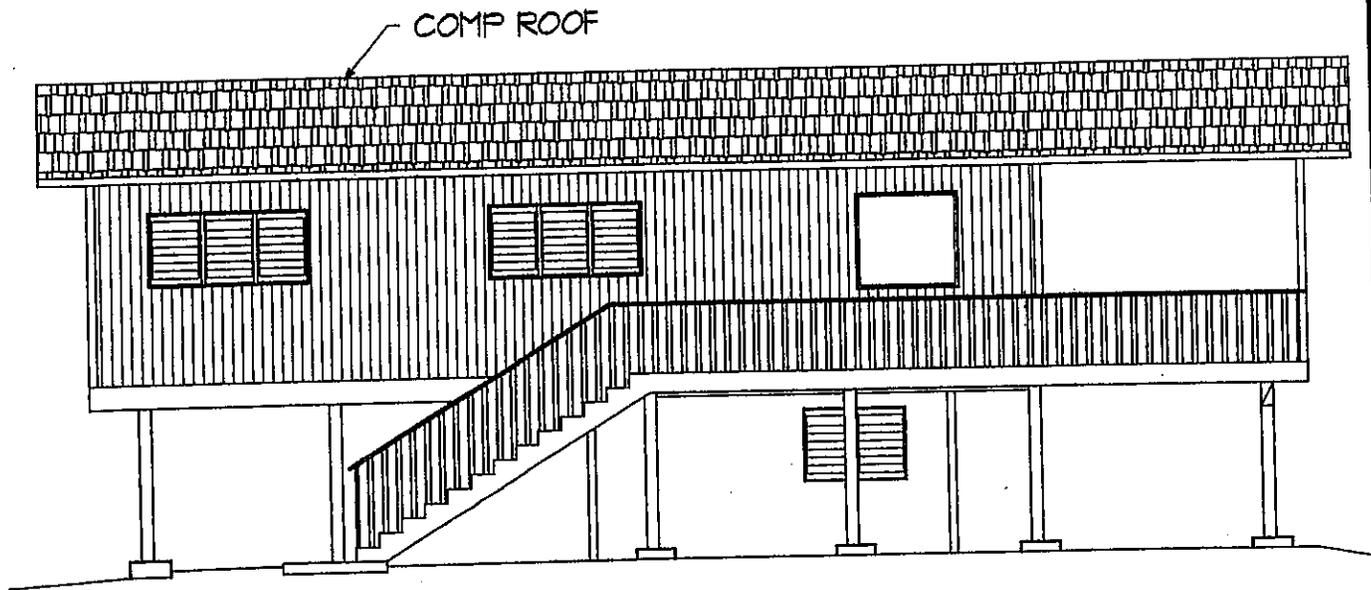
DRAWN: BH

JOB NO.: 3923.1

SHEET

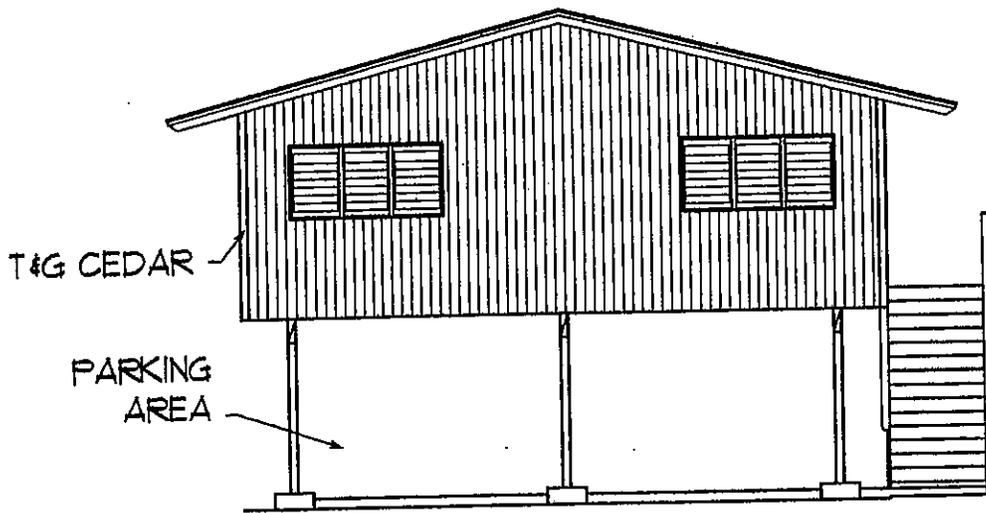
2

3



WEST ELEVATION

1/8"=1'



NORTH ELEVATION

1/8"=1'

ELEVATIONS

"HALE COOK" UNIT 1

LOT 113, WAINIHA HUI LAND, WAINIHA, KAUAI, HAWAII

SCALE H: 1/8"=1'
V: N/A

DRAWN: BH

JOB NO.: 3923.1

SHEET

3

3

ENGINEER'S CERTIFICATION

STATE OF HAWAII)
) SS
COUNTY OF KAUAI)

The undersigned, being a licensed professional engineer within the State of Hawaii and holding Certificate Number 9322 C, hereby certifies that the attached floor plans and elevations, consisting of 3 pages, numbered 1 to 3, of the two story structure comprising Unit 1 of the condominium project, HALE COOK, situated on Lot 113 of Wainia Hui Lands, Wainiha, Kauai, Hawaii and identified by Tax Map Key No. (4) 5-8-09:08 are as-built.

This structure is constructed pursuant to permits issued by the Building Division or Planning Department of the County of Kauai which show approved plans for the improvements and the improvements are in conformity with the records of the agency of the County of Kauai responsible for the issuance of building permits. I have inspected the structure on this unit of the project, and the building and associated systems and improvements appear to be in conformity with all ordinances, codes, rules, regulations, laws and other requirements in force at the time of their construction. This is not a warranty of compliance with all rules and regulations, instead only a warranty that inspection was made and no violations appear to exist. No right shall accrue to any third party for subsequent discovery of any problems with code compliance or for future changes in such code(s).

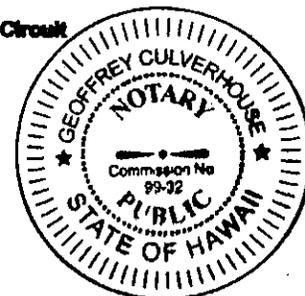
Brian M. Hennessy P.E. (with signature)

Subscribed and sworn to before me this 5 day of August, 2008

(with signature)
NOTARY PUBLIC, State of Hawaii
My commission expires: (SEAL)

GEOFFREY CULVERHOUSE
Notary Public, State of Hawaii
Commission expires 01/31/2011

Doc. Date: 8/5/08 # Pages: 4
Name: Geoff Culverhouse 5th Circuit
Doc. Description: Engineers
Certification
Signature: (with signature) Date: 8/5/08
NOTARY CERTIFICATION



ENGINEER'S CONDITION REPORT

STATE OF HAWAII)
) SS
COUNTY OF KAUAI)

The undersigned, being a licensed professional engineer within the State of Hawaii and holding Certificate Number 9322 C, has inspected the existing structure located on Units 1 of the HALE COOK condominium project, situated at 5-7313 Kuhio Highway, Haena, Kauai, Hawaii and identified by Tax Map Key No.: (4)-5-8-009-008.

The structure on Unit 1 consists of an approximately 28 year old structure which is occupied for residential use and as a vacation rental. The inspection included the exterior, roof, foundation, visible electrical and plumbing systems, and I find that the systems and components of the structure, including visible structural, electrical and plumbing appear to be in satisfactory condition for the stated age thereof and appear to be in sound condition. The structure and related systems and components have an expected useful life of approximately 30 years.

This is not a warranty of any nature; rather only a certification that inspection was made and that this report states my conclusions and estimates resulting from that inspection. No right shall accrue to any third party for subsequent discovery of any problems with the subject structure.

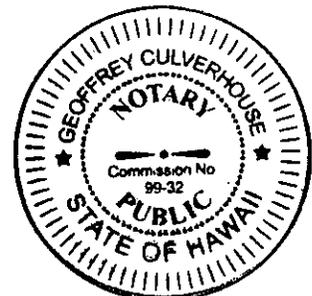
DATED: Sept. 26, 2008.

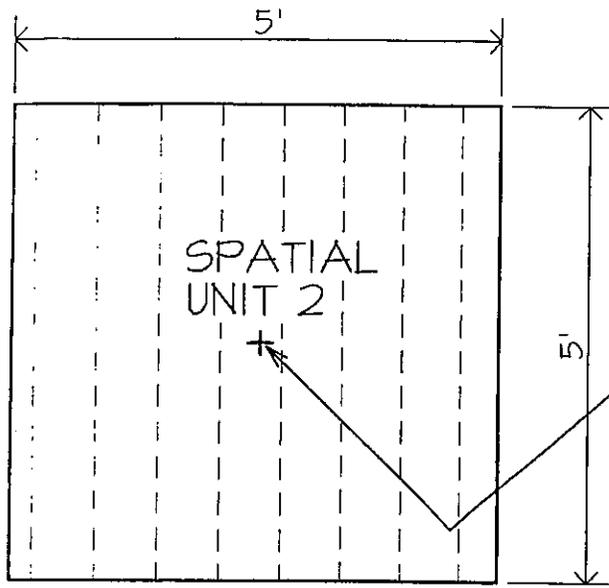
B. Hennessy
Brian M. Hennessy P.E.

Subscribed and sworn to before me this 26 day of September, 2008

Geoffrey Culverhouse
NOTARY PUBLIC, State of Hawaii

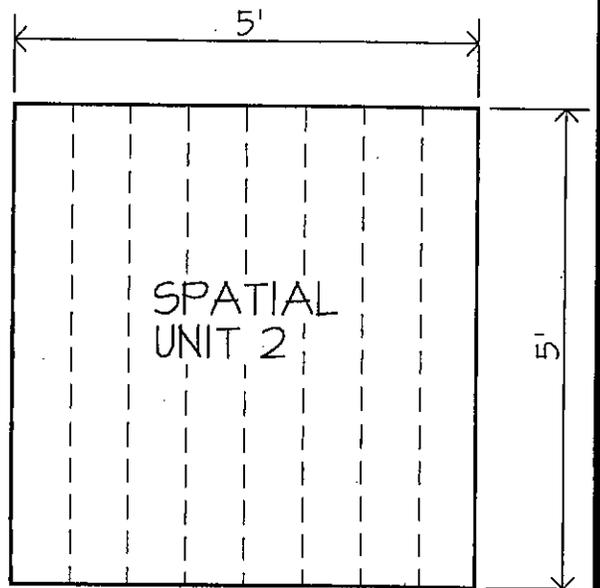
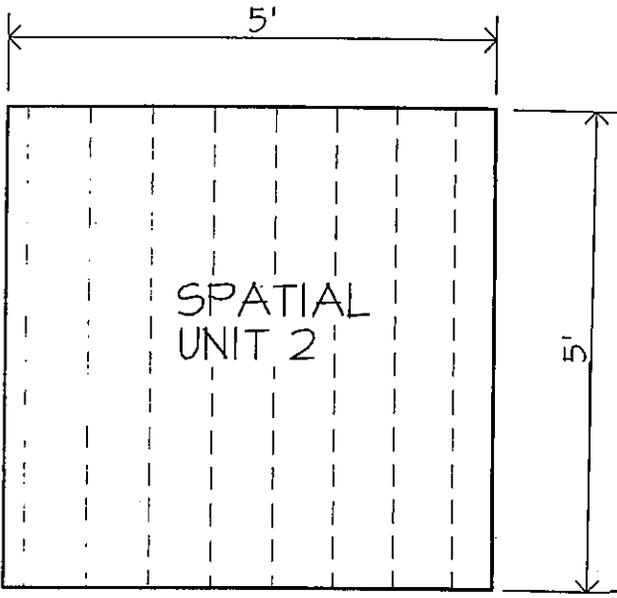
My commission expires: GEOFFREY CULVERHOUSE
Notary Public, State of Hawaii
Commission expires 01/31/2011





SPATIAL UNIT 2
 CENTERLINE COORDINATE
 274.14 FT. S.
 1,612.72 FT. W.
 REFERENCED TO "NIHA 2" Δ
 GOVERNMENT SURVEY
 TRIANGULATION STATION

PLAN



FRONT

SIDE

GROUND

PLAN & ELEVATIONS
 "HALE COOK"
 SPATIAL UNIT 2
 TMK 5-8-09:08
 SCALE: 1/2" = 1"



Unit 1
"Hale Cook" Condominium

All of that certain parcel of land being the Unit 1 Limited Common Element, of "Hale Cook" Condominium, being a portion of Lot 113, Wainiha Hui Lands, at Wainiha, Halelea, Kaua'i, Hawai'i;

Being a portion of R.P. 7194, L. C. Aw. 11,216, Ap. 5 to M. Kekauonohi and more particularly described as follows:

Beginning at the Southwest corner of this parcel of land, being the Southeast corner of Lot 112, on the North boundary of Lot 202, Wainiha Hui Lands, the coordinates of which referred to Government Survey Triangulation Station, "NIHA-2" being 381.05 feet South and 1,719.42 feet West and running by azimuths measured clockwise from True South:

- | | | |
|----|----------|---|
| 1. | 200° 30' | 78.41 feet along Lot 112, Wainiha Hui Lands; |
| 2. | 290° 30' | 75.00 feet along the remainder of Lot 113, Wainiha Hui Lands, (Unit 2 Limited Common Element, "Hale Cook" Condominium); |
| 3. | 20° 30' | 78.41 feet along Lot 114, Wainiha Hui Lands; |
| 4. | 110° 30' | 75.00 feet along Lot 202, Wainiha Hui Lands, to the point of beginning and containing an AREA of 5,881 square feet. |



September 15, 2007
P.O. Box 851
Hanalei, Hawaii 96714

WAGNER ENGINEERING SERVICES INC.



Ronald J. Wagner
Licensed Professional Land Surveyor
Certificate No. 5074

Unit 2
"Hale Cook" Condominium

All of that certain parcel of land being the Unit 2 Limited Common Element, of "Hale Cook" Condominium, being a portion of Lot 113, Wainiha Hui Lands, at Wainiha, Halelea, Kaua'i, Hawai'i;

Being a portion of R.P. 7194, L. C. Aw. 11,216, Ap. 5 to M. Kekauonohi and more particularly described as follows:

Beginning at the Northwest corner of this parcel of land, being the Northeast corner of Lot 112, Wainiha Hui Lands, on the South side of Kuhio Highway, the coordinates of which referred to Government Survey Triangulation Station, "NIHA-2" being 240.55 feet South and 1,666.88 feet West and running by azimuths measured clockwise from True South:

- | | | |
|----|----------|---|
| 1. | 290° 30' | 75.00 feet along Kuhio Highway; |
| 2. | 20° 30' | 71.59 feet along Lot 114, Wainiha Hui Lands; |
| 3. | 110° 30' | 75.00 feet along the remainder of Lot 113, Wainiha Hui Lands, (Unit 1 Limited Common Element, "Hale Cook" Condominium); |
| 4. | 200° 30' | 71.59 feet along Lot 112, Wainiha Hui Lands to the point of beginning and containing an AREA of 5,369 square feet. |

SUBJECT, HOWEVER to an Easement "AU-1", for access and utility purposes and more particularly described as follows:

Easement "AU-1"

All of that certain parcel of land being an Easement "AU-1", for access and utility purposes affecting Unit 2, of "Hale Cook" Condominium, being a portion of Lot 113, Wainiha Hui Lands, at Wainiha, Halelea, Kaua'i, Hawai'i and more particularly described as follows:

Beginning at the Northwest corner of this parcel of land, being the Northeast corner of Lot 112, Wainiha Hui Lands, on the South side of Kuhio Highway, the coordinates of which referred to Government Survey Triangulation Station, "NIHA-2" being 240.55 feet South and 1,666.88 feet West and running by azimuths measured clockwise from True South:



1. 290° 30' 20.00 feet along Kuhio Highway;
2. 20° 30' 41.59 feet over and across Lot 113, Wainiha Hui Land, (Unit 2 Limited Common Element, "Hale Cook" Condominium);
3. Thence over and across Lot 113, Wainiha Hui Land, (Unit 2, "Hale Cook" Condominium), on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
335° 30' 28.28 feet;
4. 20° 30' 10.00 feet over and across Lot 113, Wainiha Hui Land (Unit 2 Limited Common Element, "Hale Cook" Condominium);
5. 110° 30' 40.00 feet over and across Lot 113, Wainiha Hui Land (along Unit 1 Limited Common Element, "Hale Cook" Condominium);
6. 200° 30' 71.59 feet along Lot 112, Wainiha Hui Lands to the point of beginning and containing an AREA of 1,718 square feet.

SUBJECT, ALSO, HOWEVER to an Easement "U-1", 5.00 feet wide, for utility purposes and more particularly described as follows:

Easement "U-1"
(5.00 feet wide)

All of that certain parcel of land being an Easement "U-1", 5.00 feet wide, for utility purposes affecting Unit 2, of "Hale Cook" Condominium, being a portion of Lot 113, Wainiha Hui Lands, at Wainiha, Kaua'i, Hawai'i and more particularly described as follows:

Beginning at the Northeast corner of this parcel of land, being the Northwest corner of Lot 114, Wainiha Hui Lands, on the South side of Kuhio Highway, the coordinates of which referred to Government Survey Triangulation Station, "NIHA-2" being 266.81 feet South and 1,596.63 feet West and running by azimuths measured clockwise from True South:

1. 20° 30' 71.59 feet along Lot 114, Wainiha Hui Lands;



- | | | |
|----|----------|--|
| 2. | 110° 30' | 5.00 feet over and across Lot 113, Wainiha Hui Land, (along Unit 1 Limited Common Element, "Hale Cook" Condominium); |
| 3. | 200° 30' | 71.59 feet over and across Lot 113, Wainiha Hui Land (Unit 2 Limited Common Element, "Hale Cook" Condominium); |
| 4. | 290° 30' | 5.00 feet along Kuhio Highway to the point of beginning and containing an AREA 358 square feet. |

SUBJECT, ALSO, HOWEVER to an Easement "U-2", 10.00 feet wide, for utility purposes and more particularly described as follows:

Easement "U-2"
(10.00 feet wide)

All of that certain parcel of land being an Easement "U-2", 10.00 feet wide, for utility purposes affecting Lot 113, Wainiha Hui Lands, at Wainiha, Kaua'i, Hawai'i and more particularly described as follows:

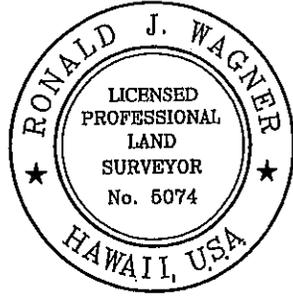
Beginning at the Northeast corner of this parcel of land, the coordinates of which referred to Government Survey Triangulation Station, "NIHA-2" being 322.75 feet South and 1,622.89 feet West and running by azimuths measured clockwise from True South:

- | | | |
|----|----------|--|
| 1. | 20° 30' | 10.00 feet over and across Lot 113, Wainiha Hui Lands, (Unit 2 Limited Common Element, "Hale Cook" Condominium); |
| 2. | 110° 30' | 30.00 feet over and across Lot 113, Wainiha Hui Lands, (along Unit 1 Limited Common Element, "Hale Cook" Condominium); |
| 3. | 200° 30' | 10.00 feet over and across Lot 113, Wainiha Hui Lands, (Unit 2 Limited Common Element, "Hale Cook" Condominium); |



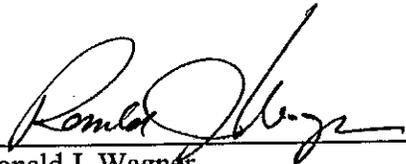
4. 290° 30'

30.00 feet over and across Lot 113, Wainiha Hui Lands, (Unit 2 Limited Common Element, "Hale Cook" Condominium) to the point of beginning and containing an AREA of 300 square feet.



WAGNER ENGINEERING SERVICES INC.

September 15, 2007
P.O. Box 851
Hanalei, Hawai'i 96714



Ronald J. Wagner
Licensed Professional Land Surveyor
Certificate No. 5074



EXHIBIT C

COMMON ELEMENTS OF THE PROJECT

The “common elements” include all other elements of the Project not included with any unit, including but not limited to:

1. The Land in fee simple;
2. Any other easements and rights appurtenant to the Land;
3. The limited common elements described below;
4. All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the Project;
5. Any other interests in real estate for the benefit of all of the unit owners that are subject to this Declaration.

LIMITED COMMON ELEMENTS OF THE PROJECT

Certain parts of the common elements are designated “limited common elements” and are set aside each for the exclusive use of a single unit. They include, but not necessarily by way of limitation:

1. Unit 1 is an existing two story dwelling containing 1,120 square feet of net living area. The upper floor contains three bedrooms, two bathrooms, kitchen, living/dining area and 432 square feet of lanai. The lower floor contains 256 of enclosed storage area and a two car parking area. There is no basement. Said building comprises a single unit. Architectural plans for Unit 1 are attached to, and made a part of, the Condominium Map.

2. Unit 2 is a single story cubic spatial unit without basement containing 125 cubic feet, measuring 5 feet on a side. The center location of the floor area coordinate is 274.14 ft. S and 1,612.72 ft. W, referenced to “NIHA 2” Government Survey Triangulation Station. Parking for at least 2 vehicles is available anywhere within the limited common element land area. Said spatial unit comprises a single unit. Architectural plans for Unit 2 are attached to, and made a part of, the Condominium Map.

* Land areas referenced herein are not legally subdivided lots.

EXHIBIT D

Encumbrances Against Title

1. Real Property Taxes, if any, that may be due and owing. The taxing authority should be consulted for details.

Tax Key: (4) 5-8-009-008

Area Assessed: 11,250 sq. ft.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. The terms and provisions contained in the following:

INSTRUMENT : WAIVER AND INDEMNITY AGREEMENT

DATED: July 11, 1979

RECORDED: Liber 14044 Page 208

PARTIES: PHILLIP G. COOK and JOAN M. COOK, "Applicants", and COUNTY OF KAUAI

RE: to waive and release from all claims and causes of action, either legal or equitable, which may hereafter accrue by reason of any tsunami or storm wave flooding the subject land

4. RIGHT-OF-ENTRY

TO: HAWAIIAN TELEPHONE COMPANY, now known as HAWAIIAN TELCOM, INC., and CITIZENS UTILITIES COMPANY, whose interest is now held by KAUAI ISLAND UTILITY CO-OP

DATED: September 21, 1979

RECORDED: Liber 14179 Page 535

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

5. GRANT

TO: CITIZENS UTILITIES COMPANY, whose interest is now held by KAUAI ISLAND UTILITY CO-OP, and HAWAIIAN TELEPHONE COMPANY, now known as HAWAIIAN TELCOM, INC.

DATED: June 4, 1980

RECORDED: Liber 14971 Page 152

GRANTING: a perpetual right and easement for utility purposes

Exhibit D

EXHIBIT E

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

| <u>Apartment</u> | <u>Monthly Fee x 12 months = Yearly Total</u> | |
|------------------|---|-------|
| A | \$35 | \$420 |
| B | \$35 | \$420 |
| | | \$840 |

Developer's Statement: Buyer will be obligated to commence payments of common expenses immediately after closing of Buyer's purchase.

RE: INSURANCE:

In the event that none of the structures comprising the improvements portion of the Project contain more than one apartment, but rather each of the individual units of the Project is comprised of a separate detached agricultural or single family dwelling set back within the boundaries of its own limited common element, the Association may, at its option, and subject to the requirements of law, elect to exempt the Project from Section IV B/ 1. of the Declaration and allow individual unit owners to provide for their own casualty and liability insurance; PROVIDED, HOWEVER, that any such decision to allow individual unit owners to insure themselves must be by unanimous agreement of all the unit owners of the Project. In that event, payment of any premiums pursuant hereto shall not be a common expense, but shall be the responsibility of each individual unit owner and neither the Association nor the other unit owners shall be responsible therefore. The Association shall, however, be named as an "additional insured" in all such policies.

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

Exhibit E - Estimate of Initial Maintenance Fees & Disbursements

Estimate of Maintenance Fee Disbursements:

Monthly Fee x 12 months = Yearly Total

Utilities and Services

- Air Conditioning
- Electricity
 - common elements only
 - common elements and apartments
- Elevator
- Gas
 - common elements only
 - common elements and apartments
- Refuse Collection
- Telephone
- Water and Sewer

Maintenance, Repairs and Supplies

- Building
- Grounds

Management

- Management Fee
- Payroll and Payroll Taxes
- Office Expenses

Insurance

| | | |
|---------------------|------|-------|
| Liability Insurance | \$70 | \$840 |
|---------------------|------|-------|

Reserves(*)

Taxes and Government Assessments

Audit Fees

Other

| | | |
|-------|---------|-------|
| TOTAL | \$70.00 | \$840 |
|-------|---------|-------|

I, Fred C. Cook, as Developer of the HALE COOK 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.

Fred C Cook
Signature of Developer

Aug 18, 2008
Date

(*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514B-148, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514B-148, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

This reserve amount is NOT based upon a reserve study required by Hawaii law. The reserve study will be performed by the Association of Unit Owners.

EXHIBIT F

SUMMARY OF SALES CONTRACT

Each sales contract ("Contract" herein) for a Unit in HALE COOK CONDOMINIUM project (the "Project") will be on the then latest version of the Hawaii Association of Realtors standard printed form of Purchase Contract ("Contract"), into which a Special Terms Addendum "A" is incorporated. The Contract will contain, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized here):

1. The total purchase price and the timing and method of payment of it to the escrow agent, subject to other terms in the Contract. A buyer must obtain his/her own financing.
2. The additional costs and expenses not included in the purchase price to be paid respectively by Buyer and Seller relative to the purchase and sale of the Unit.
3. That all deposits and payments of Buyer shall be delivered to escrow and disbursed in accordance with the Condominium Escrow Agreement and the Buyer is subject to all of the terms of that agreement. Entitlement to any interest accruing on the deposits shall be subject to the terms of the Contract and the Condominium Escrow Agreement.
4. Whether, at the time of execution of the Contract, an effective date for a Final Public Report has been issued. If not, then the contract is merely a reservation agreement and may be cancelled at any time by either the Buyer or Seller and no deposit shall be accepted on behalf of the Seller.
5. The terms and conditions of the sale which include, among other provisions, the following:
 - (a) That buyer receive copies of the Developer's Public Report for the Condominium Property Regime, the Condominium Map, the Declaration of Condominium Property Regime, Bylaws of the Association of Apartment Owners, the form of Apartment Deed, and the Condominium Escrow Agreement and be given a stated period of time to read those documents; it shall be required that Buyer acknowledge that he/she has had such opportunity and accepts those documents.
 - (b) Risk of loss to the apartment and percentage interest in the common elements will be borne by Seller until the date of closing as defined in the Contract. Buyer will not be entitled to possession of the apartment until the date of closing.
 - (c) Until the Apartment Deed conveying title is delivered to Buyer, the Seller may exercise all of the powers of the Association and of the Buyer as a member thereof.
 - (d) After issuance of the Developer's Public Report and Buyer's waiver of its right to cancel under Hawaii Revised Statutes Section 514B-86, Buyer shall have the right to rescind the Contract only if there is a material change in the Project which directly, substantially and adversely affects the use or value of Buyer's apartment or appurtenant limited common elements or those amenities of the Project available for the Buyer's use,

subject to waiver by the Buyer pursuant to the terms set forth in the Contract and Hawaii Revised Statutes Section 514B-87.

- (e) The closing date for the purchase. Time shall be of the essence of the obligations of Buyer under the Contract.
- (f) The payment of commissions, if any.
- (g) Acknowledgement by Buyer that neither the Seller nor any of its representatives have made any representations as to the rental income or profit to be derived from the Unit.
- (h) Acknowledgement by Buyer that Sell makes no warranties of any kind regarding the Unit, the Project or any improvement, appliance or furnishing related thereto.
- (i) The Contract shall not be construed as a present transfer of any interest in the Property, but it is instead an agreement to transfer in the future, contingent upon issuance of an effective date by the Real Estate Commission of a Developer's Public Report for the Project.
- (j) In the event of default under the Contract by Buyer:
 - (i) Seller may bring an action against Buyer for breach of contract'
 - (ii) Seller may retain Buyer's deposit(s)'
 - (iii) Buyer shall be responsible for expenses incurred.
- (k) In the event of default under the Contract by Seller:
 - (i) Buyer may bring an action against Seller for breach of contract;
 - (ii) Buyer may bring an action compelling Seller to perform under the Contract;
 - (iii) Seller shall be responsible for expenses incurred.

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

Exhibit G

Summary of Escrow Agreement

The Escrow Agreement (the "Agreement") sets up an arrangement under which the deposits that a Buyer makes under a sales contract with Seller will be held by a neutral party ("Escrow"). Escrow is Title Guaranty Escrow Services, Inc., a Hawaii corporation. Under the Agreement (which may be modified or otherwise limited by provisions not summarized), these things will or may happen:

1. Whenever Seller enters into a sales contract for the sale of a unit, Seller will require that payments due under the sales contract be made to Escrow and will deliver an executed copy of the sales contract to Escrow.
2. Escrow will receive payments under the sales contract and sums received from any other source with respect to the sale. Funds held under the Agreement will be deposited in an account for the Project. Interest on all funds will be paid to Buyer.
3. Escrow will release from the trust fund and disburse Buyer's funds at closing, unless: (a) Buyer has elected to exercise Buyer's right to cancel the sales contract pursuant to Section 514B-86, Hawaii Revised Statutes (HRS) or right to rescind sales contract pursuant to Section 514B-87, HRS, and receive all funds paid, without deduction; or (b) the Real Estate Commission of the State of Hawaii (Real Estate Commission) has not issued an effective date for the Public Report on the project or the requirements of the sales contract have not been met; or (c) Seller has not satisfied Escrow that all other requirements of HRS Chapter 514B have been met.
4. Escrow will return deposited sums to the Buyer without interest if Seller and Buyer give Escrow written notice to return the funds to Buyer, if there is a right to cancellation or rescission and refund of monies under the sales contract or otherwise. In the event of a cancellation as a matter of agreement or right, Buyer's funds shall be returned to Buyer less Escrow's cancellation fee, if any, and all other costs incurred in connection with the Escrow up to a maximum of \$300.00.
5. In the event of default by the Buyer, Buyer may forfeit his or her deposit, which will be paid to the Seller, less any cancellation fees charged by Escrow.
6. Escrow will arrange for and supervise the signing of all documents which are to be signed subsequent to and contemplated by the sales contract.
7. As Escrow's compensation for its performance under this Agreement, Escrow will receive its scheduled rate, plus tax, for each unit for which a unit deed of the project is handled by Escrow and recorded in the Bureau of Conveyances of the State of Hawaii.

Escrow will record all applicable documents. The cost of title insurance will be an additional amount, based upon schedule rates.

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

Exhibit H

Developer's Statement of Condition

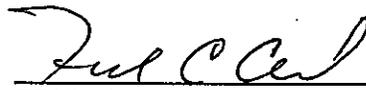
The undersigned Developer of HALE COOK Condominium, based upon an Engineer's Condition Report submitted by Hawaii licensed professional engineer Brian M. Hennessy, dated August 12, 2008, states as follows:

a. The systems and components of the structure that are material to the use and enjoyment of Unit 1, including the visible structural, mechanical, electrical and plumbing components, appear to be in satisfactory and sound condition for their respective ages.

b. The structure and related systems and components appear to have an expected useful life of approximately 30 years, but no representations are made by the Architect or Developer in that regard.

c. There are no outstanding notices of uncured violations of building code or other regulations.

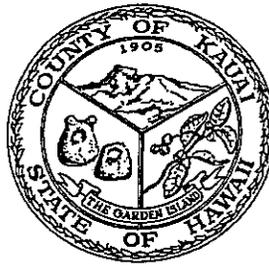
Dated: August 18, 2008



FRED C. COOK, Developer

Exhibit H
Developer's Declaration of Condition

BERNARD P. CARVALHO, JR.
MAYOR



IAN K. COSTA
DIRECTOR OF PLANNING

COPY

GARY K. HEU
ADMINISTRATIVE ASSISTANT

IMAIKALANI P. AIU
DEPUTY DIRECTOR OF PLANNING

COUNTY OF KAUA'I
PLANNING DEPARTMENT
4444 RICE STREET
KAPULE BUILDING, SUITE A473
LIHU'E, KAUA'I, HAWAII 96766-1326

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

DATE: December 5, 2008

TO: Cynthia M.L. Yee, Esq.
Senior Condominium Specialist
Real Estate Commission - P & VLD/DCCA
335 Merchant Street, Room 333
Honolulu, Hawaii 96813

FROM: Ian K. Costa, Director of Planning 

SUBJECT: Certification of Inspection of Existing Buildings

Project Name: HALE COOK
Condominium Project (558)
Tax Map Key: (4) 5-8-009: 008

The attorney for the above-mentioned condominium project has requested that this office, as an agency of the County of Kauai, review the project for compliance with all ordinances, codes, rules, regulations and other requirements of the County of Kauai, Section 514 B-5 & B-6, Hawaii Revised Statutes, subject to the disclosures and waivers (item "5" below) specified herein, we certify the following:

1. The developer have contracted engineer Brian Hennessy to certify that the buildings on the proposed project referred to as Hale Cook Condominium Unit 1 and Unit 2 are in compliance with all ordinances, codes, rules, regulations and other requirements in force at the time of its construction, and to that extent, and subject to the conditions of waiver herein, the Planning Department adopts that certification as it pertains to the rules and regulations administered solely by the Department.

Exhibit "I" -
Verified Statement from County Official

Senior Condominium Specialist
Hale Cook Condominium
TMK: (4) 5-8-009: 008
December 5, 2008
Page two

2. There are no variances approved for the subject property.
3. The parcel does not contain any outstanding nonconforming uses or structures as a result of the adoption or amendments of any ordinances or codes and regulations.
4. There are no notices of violations of County building or zoning codes outstanding according to our records.
5. **WAIVER**
The foregoing certification is not a warranty to any compliance with applicable County and State rules and regulations. The sole reason for the execution hereof is to comply with statutory requirements relating to the regulations of condominiums under subsection 514 B-84, (a), and (2), Hawaii Revised Statutes.

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

cc: Peter Miller, Attorney at Law
Fred Cook, Project Developer

**COUNTY OF KAUAI
ADDITIONAL DWELLING UNIT FACILITIES CLEARANCE FORM**

OWNER: Print FRED COOK Sign Fred C. Cook - Trustee
 Print _____ Sign _____
 TMK: S-8-09:08 LOT SIZE: 11,250 sq. ft. STREET FRONTING ADU: KUHIO HWY.
 PHONE NO. 1-508-241-5497 MAILING ADDRESS: 59 CLIFF DRIVE, HISSONET, MA 02702
 PROPOSED: One additional unit Two new units Convert guest house Other: _____

ZONING: R-4 SLUD: URBAN FEES: [X] EA \$ 250 PARK \$ 150 ZONING PERMIT \$ 10
 COMMENTS: _____
 SMA: yes no

 Planning Department _____ Date 6/21/05

Street Name: KUHIO HWY Paved: Yes No Pavement Width: STATE ft.
 Pavement continuous to major thoroughfare: Yes No Pavement Condition: Good Fair Poor
 If road is not paved, or pavement is not continuous to a major thoroughfare, refer applicant to the Planning Department.
 Flood Zone: Yes No 335D 10/12/02 VE 22 M2 6/21/05
exclude share common driveway approval Engineering Division _____ Date _____
 Public Sewer Service Available: Yes No Public Sewer Service: Adequate Inadequate
 Comments: No sewer system

 Wastewater Division _____ Date 1/10/07

Sanitary Sewer System: Private Individual Wastewater
 Adequate Inadequate for ADU
 Comments: Only one indiv. wastewater system allowed. Septic system or better must serve both dwellings in compliance w/Chap 11-62. HAR

 Department of Health _____ Date JUL 7 2005

Fire Protection: Yes No
 Comments: hydrant = 375' from property
1 needs to be within 250'
 If yes, fire protection is: Adequate Inadequate

 Fire Department _____ Date 1/10/07

Water System: Private Public
 Applicable charges must be paid prior to building permit approval. At the present time, these charges are:
 \$ 4600 Facilities Reserve Charge \$ X Meter Installation (Upon request)
 Requirements/conditions for approval are subject to change.
 Comments: * Construction drawings will be required to install new water service connections. The applicant shall submit a formal request to the DOW for review & approval.

 Department of Water _____ Date 6/21/05

Street name: KUHIO HWY. Existing Width: 30 ft. Required Width: 30 ft.
 Dedication: _____ ft. Reserve: _____ ft. N/A
 Roadwidening provisions: Yes No If yes, specify: _____
 Road Improvements required: Yes No No If yes, specify: _____
 Qualify Does not qualify
 Requirements complied with: Yes No
 Qualify Does not qualify

 Planning Department _____ Date _____

 Planning Department _____ Date 1/31/07

REQUIRES HIGHWAY DIVISION DETERMINATION ON REQUIRED WIDTH.

Exhibit "J"

KUHIO HIGHWAY

CONC. DWY. APPROACH

WATER METER
UTILITY POLE

290°30' → 75.00

WIRE FENCE

GUY WIRE

WOOD FENCE

PROPOSED ADU

GATE

PROPOSED PARKING

CESPOOL

TRUE NORTH
SCALE 1" = 20'

LOT 112

LOT 113
11,250 SQ. FT.

LOT 114

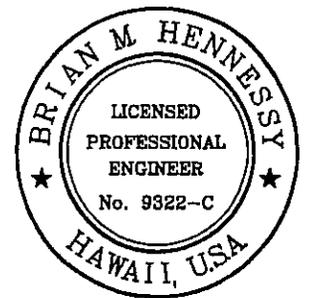
200°30' → 150.00

20°30' ← 150.00

EXISTING PARKING

EXISTING ELEVATED WOOD RESIDENCE

Prepared for:
COOK FAMILY TRUST
c/o FRED COOK
59 CLIFF DRIVE
ASSONET, MA 02702
JUNE 20, 2005



LOT 202 110°30' ← 75.00

This work was prepared by me
or under my supervision.

ADU SITE MAP
LOT 113

WAINIHA HUI LAND

at WAINIHA, HALELEA, KAUAI, HAWAII



Graphic Scale in Feet

Brian M. Hennessy

Brian M. Hennessy
Licensed Professional Engineer
Certificate No. 9322-C EXP. 4/30/06

Wagner Engineering Services, Inc.
P.O. Box 851 Hanalei, HI 96714 (808) 826-7256

T.M.K.: (4) 5-8-09:08

Project No. 3923