IMPORTANT - - Read This Developer Prepared Report Before Buying

This Report Is Not a Commission Approval or Disapproval of This Condominium Project

DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	6310 OLOHENA ESTATE
Project Address	6310 Olohena Road Kapaa, Kauai, Hawaii 96746
Registration Number	7707 (conversion)
Effective Date of Report	December 3, 2015
Developer(s)	CORNEL NAUMANN, unmarried MARIA LERI, formerly known as Maria Naumann, wife of Dennis Leri

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.

Special Attention - - Significant Matters

[Use this page for special or significant matters which should be brought to the purchaser's attention. At minimum "Subject Headings" and page numbers where the subject is explained more may be used.]

The developer's inclusion of a disclosure or an explanation of any or all of the following applicable significant matters in this part of the developer's public report shall not be construed to constitute the Commission's:

- **Approval or disapproval of the project;**
- **Representation that the developer has fully or adequately disclosed either all material facts or all pertinent changes, or both, concerning the project;**
- **Representation that the developer's disclosures of other material facts elsewhere in this report is less important; or**
- **Judgment of the value or merits of the project.**

The commission reserves the right to request that the developer include these special and significant matters elsewhere in the developer's public report.

See page 1b.

SPECIAL ATTENTION

[Use this page for special or significant matters which should be brought to the purchaser's attention. At minimum "Subject Headings" and page numbers where the subject is explained more may be used.]

This is a CONDOMINIUM PROJECT, **not** a subdivision. There are County restrictions on the number of residential dwelling units, or other structures, which may be built on the property. Therefore, unless the Purchaser is buying an existing residential dwelling, THERE IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO BUILD A RESIDENTIAL DWELLING UNIT ON THE PROPERTY. THERE IS ALSO NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL STRUCTURE TO A RESIDENTIAL USE. PRIOR TO PURCHASE, THE PROSPECTIVE PURCHASER IS ADVISED TO REVIEW THIS CONDOMINIUM PROJECT WITH THE RESPECTIVE KAUAI COUNTY PLANNING OFFICES TO RECEIVE THE MOST RECENT DIRECTIVES CONCERNING DEVELOPMENT, REPLACEMENT, EXPANSION, OR CONSTRUCTION OF ANY TYPE OF STRUCTURE FOR THIS CONDOMINIUM PROJECT IN THE FUTURE.

1. There are presently one residential unit, a carport/storage and a storage building on the property. The residential dwelling and the storage building are defined as an "apartment" under the condominium property act. Unit 1 is a residential dwelling, and Unit 2 is a storage building. The limited common element appurtenant to Unit 1 also contains an existing carport/storage.

2. This public report does not constitute an approval of the project by the Real Estate Commission or any other governmental agency, nor does it warrant that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.

3. The land area beneath and immediately appurtenant to each unit is not a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

4. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owners and emergency traffic, drainage facilities, etc., may not be provided, and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

5. The First Amendment To Declaration of Condominium Property Regime of 6310 Olohena Estate was filed to correct the floor plans and elevations that were originally filed for the Studio/Carport located on Unit 1 of the Project. Subsequently the Studio/Carport on Unit 1 was remodeled in order to address the concerns raised by the County of Kauai to convert it into a Carport/Storage. The Second Amendment was then filed to recognize these changes to the structure.

The Third Amendment changes the units to be the structures located within the Project and to designate the land areas surrounding and under the units as limited common elements.

6. For as long as the Project is within the State Agricultural District and subject to the farm dwelling requirement set forth in HRS Section 205-4.5, all residential dwelling units for Units 1 and 2 must meet the requirements of a farm dwelling. See Exhibits "H" and "I".

7. Purchasers should be aware of the following zoning restrictions:

   (a) The available land coverage and developable area shall be allocated to each Unit as set forth in Exhibit "M".

   (b) Purchaser's should be aware of the matters concerning the Project's compliance with zoning requirements as set forth in the Developer's Zoning Compliance Declaration attached hereto as Exhibit "N".

8. Under the CZO the Project is not entitled to a Guest House.

9. Under the CZO Unit 2 is entitled to construct an Additional Dwelling Unit provided that an ADU Clearance form and a building permit is obtained within the time periods contained in CZO Article 15. The Developer has obtained an ADU Clearance to construct an ADU on Unit 2 as required by CZO Section 8-15.1(d). Purchasers of Unit 2 should be aware that a building permit to construct the ADU must be issued prior to the deadline set in CZO Section 8-15.1(d)(8)(10), which currently is December 15, 2024.

10. Units 1 and 2 are subject to Easement "B" for access and utility purposes in favor of Lot 120-A-1, 120-A-2 and 120-A-4.

11. Units 1 and 2 are subject to a building setback line as shown on the Condominium Map. Purchasers are advised that no building or structures are allowed to be constructed within the building setback area.

12. Unit 1 is subject to a road widening reserve in favor of the County of Kauai as shown on the Condominium Map.

13. Unit 1 is subject to Easement "E" for access and utility purposes in favor of Unit 2 as shown on the Condominium Map.

14. Unit 1 is subject to Easement "F" for utility purposes in favor of Unit 2 as shown on the Condominium Map.

15. The Project contains two condominium units. The Declaration provides that the Declaration and Bylaws may be amended upon the approval of 67% of the appurtenant interests. Since each unit owner has a 50% appurtenant interest in the Project, amending the Declaration and the Bylaws will require both owners to agree.

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

TABLE OF CONTENTS

Page

Preparation of this Report 1

General Information On Condominiums 2

Operation of the Condominium Project 2

1. THE CONDOMINIUM PROJECT 3

1.1 The Underlying Land 3
1.2 Buildings and Other Improvements 3
1.3 Unit Types and Sizes of Units 3
1.4 Parking Stalls 4
1.5 Boundaries of the Units 4
1.6 Permitted Alterations to the Units 4
1.7 Common Interest 4
1.8 Recreational and Other Common Facilities 4
1.9 Common Elements 5
1.10 Limited Common Elements 5
1.11 Special Use Restrictions 5
1.12 Encumbrances Against Title 5
1.13 Uses Permitted by Zoning and Zoning Compliance Matters 6
1.14 Other Zoning Compliance Matters 6
1.15 Conversions 7
1.16 Project In Agricultural District 8
1.17 Project with Assisted Living Facility 8

2. PERSONS CONNECTED WITH THE PROJECT 9

2.1 Developer 9
2.2 Real Estate Broker 9
2.3 Escrow Depository 9
2.4 General Contractor 9
2.5 Condominium Managing Agent 9
2.6 Attorney for Developer 9

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS 10

3.1 Declaration of Condominium Property Regime 10
3.2 Bylaws of the Association of Unit Owners 10
3.3 Condominium Map 10
3.4 House Rules 11
3.5 Changes to the Condominium Documents 11
3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents 11

4. CONDOMINIUM MANAGEMENT 12

4.1 Management of the Common Elements 12
4.2 Estimate of the Initial Maintenance Fees 12
4.3 Utility Charges to be Included in the Maintenance Fee 12
4.4 Utilities to be Separately Billed to Unit Owner 12

5. SALES DOCUMENTS 13

5.1 Sales Documents Filed with the Real Estate Commission 13
5.2 Sales to Owner-Occupants 13
5.3 Blanket Liens 13
5.4 Construction Warranties 13
5.5 Status of Construction, Date of Completion or Estimated Date of Completion 14

TABLE OF CONTENTS

Page

5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance 14
5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance 14
5.6.2 Purchaser Deposits Will Be Disbursed Before Closing 15
5.7 Rights Under the Sales Contract 17
5.8 Purchaser's Right to Cancel or Rescind a Sales Contract 17
5.8.1 Purchaser's 30-Day Right to Cancel a Sales Contract 17
5.8.2 Right to Cancel a Sales Contract if Completion Deadline Missed 18
5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change 18

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT 19

EXHIBIT A: DESCRIPTION OF UNITS
EXHIBIT B: PARKING PLAN
EXHIBIT C: ALTERATIONS TO UNITS
EXHIBIT D: COMMON ELEMENTS
EXHIBIT E: ENCUMBRANCES AGAINST TITLE
EXHIBIT F: ARCHITECT'S STATEMENT OF CONDITION
EXHIBIT G: STATEMENT OF COUNTY OFFICIAL
EXHIBIT H: FARM DWELLING REQUIREMENTS
EXHIBIT I: FARM DWELLING AGREEMENT (Sample form)
EXHIBIT J: ESTIMATE OF INITIAL MAINTENANCE FEES
EXHIBIT K: SUMMARY OF PURCHASE CONTRACT
EXHIBIT L: SUMMARY OF ESCROW AGREEMENT
EXHIBIT M: LAND COVERAGE
EXHIBIT N: DEVELOPER'S ZONING COMPLIANCE DECLARATION

General Information On Condominiums

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. In addition, certain requirements and approvals of the county in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

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

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

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

Operation of the Condominium Project

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

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

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

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	☒Fee Simple ☐Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	☒Yes ☐No
Fee Owner's Name if Developer is not the Fee Owner	N/A
Address of Project	6310 Olohena Road Kapaa, Kauai, Hawaii 96746
Address of Project is expected to change because	New addresses will be assigned by the County as houses are constructed.
Tax Map Key (TMK)	(4) 4-4-003-119
Tax Map Key is expected to change because	CPR numbers will be added to the current tax map key number.
Land Area	1.357 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	N/A

1.2 Buildings and Other Improvements

Number of Buildings	3
Floors Per Building	Unit 1 Res. & Unit 2 Storage - 1 flr.; Unit 1 Storage - 2 flrs.
Number of New Building(s)	0
Number of Converted Building(s)	2
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Wood

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
Unit 1 Dwell.	1	3/2	1,204 sf.	486 sf.	Deck/Stairs	1,690 sf.
Unit 2 Strg.	1	0/0	108 sf.	238 sf.	Deck	346 sf.
See Exhibit "A" .						

2	**Total Number of Units**

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

1.4 Parking Stalls

Total Parking Stall in the Project:	2 now; 4 when Unit 2 builds.
Number of Guest Stalls in the Project:	0
Number of Parking Stalls Assigned to Each Unit:	2
Attach Exhibit "B" 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. N/A	

1.5 Boundaries of the Units

Boundaries of the unit:

See Exhibit "A".

1.6 Permitted Alterations to the Units

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

See Exhibit "C".

1.7 Common Interest

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

Described in Exhibit _____.

As follows:
Each Unit shall have appurtenant thereto a one-half (1/2) undivided interest in all common elements of the property, and the same proportionate share in all common profits and common expenses of the property (except as may be otherwise provided herein or in the Bylaws) and for all other purposes, including voting.

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

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

1.9 Common Elements

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

Described in Exhibit "D" ____.

Described as follows:

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

1.10 Limited Common Elements

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

Described in Exhibit "A" ____.

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.

☒	Pets: Animals and pets are regulated as provided in Section 13.1 and 13.2 of the Bylaws.
☐	Number of Occupants:
☐	Other:
☐	There are no special use restrictions.

1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit "E" ____ describes the encumbrances against title contained in the title report decribed below.

Date of the title report: June 4, 2015

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	1	☒ Yes ☐ No	Agricultural
☐	Commercial		☐ Yes ☐ No	
☐	Mix Residential/Commercial		☐ Yes ☐ No	
☐	Hotel		☐ Yes ☐ No	
☐	Timeshare		☐ Yes ☐ No	
☐	Ohana		☐ Yes ☐ No	
☐	Industrial		☐ Yes ☐ No	
☒	Agricultural	1	☒ Yes ☐ No	Agricultural
☐	Recreational		☐ Yes ☐ No	
☐	Other (Specify):		☐ Yes ☐ No	
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			☒ Yes ☐ No	
Variances to zoning code have been granted.			☐ Yes ☒ No	
Describe any variances that have been granted to zoning code				

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots

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

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

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

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

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

1.15 Conversions

Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.	☒ **Applicable** ☐ **Not Applicable**

Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:

The Developer adopts the statement of the condition of all structural components and mechanical and electrical installations contained in the Architect's Statement of Condition attached hereto as Exhibit "F".

Developer's statement of the expected useful life of each item reported above:

Pursuant to HRS Section 514B-84(a)(i)(8), the Developer makes no representations in regard to the useful life of the structural components and mechanical and electrical installations noted in Exhibit "F".

List of any outstanding notices of uncured violations of any building code or other county regulations:

N/A

Estimated cost of curing any violations described above:

N/A

Verified Statement from a County Official

Regarding any converted structures in the project, attached as Exhibit "G" is a verified statement signed by an appropriate county official which states that either:

(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:
- (i) Any variances or other permits that have been granted to achieve compliance;
- (ii) Whether the project contains any legal 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;

or

(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.

Other disclosures and information:

1.16 Project In Agricultural District

Is the project in an agricultural district as designated by the land use laws of the State of Hawaii? **If answer is "Yes", provide information below.**	☐ **Yes** ☐ **No**
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? ☐ Yes ☐ No If the answer is "No", provide explanation.	
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? ☐ Yes ☐ No If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.	
Other disclosures and information: See Exhibit "H" regarding Farm Dwelling Requirements. See Exhibit "I" regarding Farm Dwelling Agreement.	

1.17 Project with Assisted Living Facility

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

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: Cornel Naumann Maria Leri, formerly known as Maria Naumann, wife of Denis Leri Business Address: 6310 Olohena Road Kapaa, Hawaii 96746 Business Phone Number : (808) 212-7397 E-mail Address:
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	
2.2 Real Estate Broker	Name: Darcy McCartney dba McCartney Properties Business Address: P. O. Box 557 Kapaa, Hawaii 96746 Business Phone Number: (808) 635-6095 E-mail Address: darcy.mccartney@gmail.com
2.3 Escrow Depository	Name: Title Guaranty Escrow Services, Inc. Business Address: 235 Queen Street Honolulu, Hawaii 96813 Business Phone Number: (808) 521-0211
2.4 General Contractor	Name: N/A Business Address: Business Phone Number:
2.5 Condominium Managing Agent	Name: Self-managed by the Association Business Address: Business Phone Number:
2.6 Attorney for Developer	Name: Jonathan J. Chun Business Address: 4334 Rice Street, Suite 202 Lihue, Hawaii 96766 Business Phone Number: (808) 245-4705

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 28, 2014	A-55040687

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	February 17, 2015	A-55360822
Bureau of Conveyances	May 19, 2015	A-56260922
Bureau of Conveyances	October 26, 2015	A-57850753

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 28, 2014	A-55040688

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	5363

Dates of Recordation of Amendments to the Condominium Map:
Recorded on November 3, 2015

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "House Rules") to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.		
The House Rules for this project:		
Are Proposed	☐	
Have Been Adopted and Date of Adoption	☐	
Developer does not plan to adopt House Rules	☒	

3.5 Changes to the Condominium Documents

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

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

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

☐	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
☒	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows: Prior to the first conveyance of a unit, the Developer reserves the right to change the Declaration, Bylaws and House Rules, if any.

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

Management of the Common Elements: The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.	
The initial Condominium Managing Agent for this project is (check one):	
☐	Not affiliated with the Developer
☒	None (self-managed by the Association)
☐	The Developer or an affiliate of the Developer
☐	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

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

4.3 Utility Charges to be Included in the Maintenance Fee

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

4.4 Utilities to be Separately Billed to Unit Owner

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

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

☒	Specimen Sales Contract Exhibit "K" contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
☒	Escrow Agreement dated: May 19, 2015 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit "L" contains a summary of the pertinent provisions of the escrow agreement.
☐	Other:

5.2 Sales to Owner-Occupants

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

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

5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.	
☒	There are no blanket liens affecting title to the individual units.
☐	There are blanket liens that may affect title to the individual units.

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

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:
Building and Other Improvements:
Appliances: Developer is not offering any warranties.

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

Status of Construction: Units 1 and 2 were completed in 1990.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract:
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:

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

☐	Spatial Units. The Developer hereby declares by checking the box to the left that it is offering spatial units for sale and will not be using purchasers' deposits to pay for any costs to pay for project construction or to complete the project. Should the developer be using purchasers' deposits to pay for any project construction costs or to complete the project including lease payments, real property taxes, architectural, engineering, legal fees, financing costs; or costs to cure violations of county zoning and building ordinances and codes or other incidental project expenses, the Developer has to met certain requirements, described below in 5.6.1 or 5.6.2..

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

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

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

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

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

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

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

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

5.7 Rights Under the Sales Contract

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

Copies of the condominium and sales documents and amendments made by the Developer are available for review through the Developer or through the Developer's sales agent, if any. The Condominium Property Regime law (Chapter 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:
Website to access official copy of laws: www.capitol.hawaii.gov
Website to access rules: www.hawaii.gov/dcca/har

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

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

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

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

(1) The purchaser has signed the sales contract.

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

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

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

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

(b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or

(c) Closes the purchase of the unit before the 30-day cancellation period expires.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

1. The use of hazardous material is restricted except as provided under Article H of the Declaration and all hazardous materials laws.

2. For the purpose of Exhibit "J" of the Developer's Public Report the Developer has not 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.

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.

CORNEL NAUMANN

Printed Name of Developer(s)

By _____ November 24, 2015

Duly Authorized Signatory* Date

Cornel Naumann, Owner/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.**

370610.04

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.

MARI LERI

Printed Name of Developer(s)

By: Mari Leri

Duly Authorized Signatory*

November 24, 2015

Date

Mari Leri, Owner/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.**

370610.04

EXHIBIT "A"

A. UNIT DESCRIPTIONS:

1. Unit 1. Unit 1 is an existing residence containing three bedrooms, two bathrooms, a kitchen and a living room with a net living area of 1,204 square feet.

2. Unit 2. Unit 2 is a storage building with an area of 108 square feet.

The approximate net floor areas of each unit as set forth above is measured from the interior surface of the unit perimeter walls and includes all of the walls and partitions within its perimeter walls.

NOTE: THE AREAS ARE APPROXIMATE ONLY. THE DECLARANT MAKES NO REPRESENTATION OR WARRANTIES WHATSOEVER AS TO THE AREA OF A PARTICULAR UNIT.

B. UNIT LOCATIONS:

Units 1 and 2 are located as shown on the Condominium Map.

C. UNIT ACCESS TO PUBLIC ROAD:

1. Unit 1 has access through its appurtenant limited common element to Olohena Road, a government road.

2. Unit 2 has access through its appurtenant limited common element, across existing Easement "A" and Easement "E" onto Olohena Road, a government road.

D. COMMON ELEMENTS:

The common elements of the project shall specifically include, but are not limited to, the following:

1. The land described in Exhibit "A" attached to the Declaration in fee simple.

2. All central and appurtenant installations for common services, including power, light, water, telephone and sewer.

3. Any and all apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.

4. Easement "G" for utility purposes as shown on the Condominium Map and as described in the Declaration as Exhibit "5".

5. Existing Easement "A" for access and utility purposes as shown on the Condominium Map.

6. Easement "E" for access and utility purposes as shown on the Condominium Map and as described in the Declaration as Exhibit "3".

E. LIMITED COMMON ELEMENTS:

Certain units shall have appurtenant thereto easements for the exclusive use of certain limited common elements as follows:

Limited Common Element for Unit 1: The limited common element appurtenant to Unit 1 consists of the land area under and surrounding Unit 1, contains approximately 0.500 acre square feet as designated on the Condominium Map and described in the Declaration as Exhibit "1", and is reserved for the exclusive use of Unit 1 for the support of the building and other improvements comprising Unit 1, and for the purposes described in the Project Documents. An existing carport/storage is located within the limited common element appurtenant to Unit 1. The second floor of the carport/storage building has an area of 377 sq. ft.

Limited Common Element for Unit 2: The limited common element appurtenant to Unit 2 consists of the land area under and surrounding Unit 2, contains approximately 0.857 acre as designated on the Condominium Map and described in the Declaration as Exhibit "2", and is reserved for the exclusive use of Unit 2 for the support of the building and other improvements comprising Unit 2, and for the purposes described in the Project Documents.

EXHIBIT "B"

PARKING PLAN

There are currently two parking stalls designated on Unit 1 on the ground floor of the carport/studio. There are no parking stalls currently designated for Unit 2. In the Event an Owner constructs a dwelling unit on their respective unit, the Owner constructing the dwelling unit shall be required to provide a minimum of two (2) regular sized parking spaces within the limited common element designated for the Owner's Unit for use by the Owner, the occupants of the Unit, and their guests. The parking spaces may be provided within attached or detached garages that may be constructed at the time of the initial construction of a Condominium House (as that term is defined in the Declaration), or within a designated area of the unit.

EXHIBIT "C"

ALTERATIONS TO UNITS

1. Rights and Obligations of Owners:

Provided that the unit owner satisfies the applicable terms and conditions of the Project Documents and obtains all of the necessary governmental permits, each unit owner shall have the right at his sole option at any time and from time to time, as hereinafter set forth, without the consent and/or approval of the owner of any other unit or any other persons or entity (unless such consent is required by any governmental agency, in which case it shall be promptly given), to construct, reconstruct, repair, maintain, improve, renovate, remodel, make additions to, enlarge, remove, replace, use, alter or restore the improvements to or in his unit or portions thereof or upon or within any limited common elements or easements appurtenant to his unit (collectively, the foregoing are referred to as "alterations").

Each unit owner who makes such alterations (hereinafter referred to as the "Altering Owner") shall have the right without the consent or joinder of any other person to amend the declaration and the Condominium Map to accomplish any such alterations. If required by the Act, promptly upon completion of such alterations the Altering Owner shall duly record such amendment to the declaration in the Bureau of Conveyances, together with a complete set of the floor plans of such unit as so altered, certified by a registered architect or professional engineer to fully and accurately depict the altered portions of the property as built.

All existing unit owners and all future unit owners and their mortgagees, by accepting an interest in a unit, consent to all such alterations and agree to give and shall be deemed to have given the owner of the Altering Owner a power of attorney to execute an amendment to the declaration solely for the purpose of describing the alterations to such unit in the declaration and to execute all governmental permit applications required for such alterations so that the Altering Owner shall hereafter have a power of attorney from all the other unit owners to execute such amendment to the declaration and apply for all required governmental permits.

This power of attorney shall be deemed coupled with each owner's interest in his unit (including his common interest) and shall be irrevocable. If, despite the provisions of this paragraph, any governmental agency shall require some or all of the owners of units in the Project (other than the Altering Owner) to sign the necessary governmental permit application or related documents, then all of the other unit owners shall be required to sign any such permit applications or related documents (including authorizations allowing the Altering Owner to sign such governmental permits on behalf of such other owners) as may be necessary to allow a unit owner to obtain the governmental permit authorized by this paragraph.

Any such unit owner who wrongfully refuses to sign such permits or provide the Altering Owner with the necessary authorizations: shall be liable to the Altering Owner for all such damages (including costs and attorneys' fees) incurred by the Altering Owner as a result of such refusal; and shall be subject to such other legal and/or equitable remedies as may be available to the Altering Owner.

2. H.R.S. Chapter 205 requires that the Condominium Houses located within the Project qualify and be used as Farm Dwellings. If so, each unit owner will be required to enter into an agreement with the County of Kauai certifying that the Farm Dwelling will be used in

connection with a farm or where agricultural activity provides income to the family occupying the Farm Dwelling.

In addition, the Planning Department of the County of Kauai may not allow any Farm Dwelling to be constructed after the first Farm Dwelling within the Project unless the Planning Department inspects the Project to confirm whether agricultural activities are being conducted on the Project in accordance with H.R.S. Chapter 205. In such a case, each unit owner in the Project will be required to bear an equal burden proportionate to the unit owner's respective appurtenant interest in the common area, for the cost of maintaining agricultural activities on the Project that are satisfactory to the Planning Department of the County of Kauai and that will allow the issuance of a Farm Dwelling Agreement and corresponding building permit to all of the units within the Project. Any assessment that may be necessary to maintain agricultural activities pursuant to this paragraph may be imposed upon each unit in accordance with the Bylaws as a common expense of the association in connection with the operation of the Project.

3. Any alteration of a unit pursuant to this section paragraph K of the Declaration shall be subject to the following conditions:

(a) All such alterations shall conform with all applicable governmental regulations, laws and ordinances.

(b) Such alterations may decrease or increase the size of improvements located on or within the affected unit, provided that no alteration shall extend or place such improvements outside the limits of such unit and its appurtenant limited common element.

(c) All such alterations shall be at the sole expense of the unit owner making the change and shall be completed within eighteen (18) months of the issuance of all necessary governmental permits for the commencement thereof and in a manner that will not unreasonably interfere with any other unit owner's use or quiet enjoyment of his unit.

(d) With the prior consent of the Board of Directors, the owner of the altered unit, at such owner's sole expense, shall have the right to: utilize, relocate, construct, reconstruct, realign and/or develop additional, central and appurtenant installations for services to the unit affected by such alteration for electricity, sewer and other utilities and services; and when necessary, add, delete, relocate, realign, designate and grant easements and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith. Provided, however, that no work done pursuant to this paragraph shall cause any unreasonable interruption in the service of such utilities to any other part of the Project, nor shall it unreasonably interfere with any other unit owner's use or enjoyment of his unit.

4. Each and every conveyance, lease and mortgage or other lien made or created on any unit and all common interests, limited common elements, and other appurtenances thereto shall be subject to the provisions of this paragraph and any lease of a unit shall reserve to all unit owners the rights set forth in this paragraph.

5. If, despite the provisions of paragraph K of the Declaration, any governmental agency shall require some or all of the Owners of Units in the Project (other than the Altering Owner) to sign any governmental permit application or related documents, then all of the other Unit Owners shall sign any such permit applications or related documents (including authorizations allowing the Altering Owner to sign such governmental permits on behalf of such

other Owners) as may be necessary to allow an Altering Owner to obtain the governmental permit authorized by this paragraph.

Any such Unit Owner who wrongfully refuses to sign such permits or provide the Altering Owner with the necessary authorizations shall be liable to the Altering Owner for all such damages (including costs and attorneys' fees) incurred by the Altering Owner as a result of such refusal, and shall be subject to such other legal and/or equitable remedies as may be available to the Altering Owner.

6. Under current laws, the Project is not entitled to construct a guest house.

5. Each and every conveyance, lease and mortgage or other lien made or created on any unit and all common interests, limited common elements, and other appurtenances thereto shall be subject to the provisions of this paragraph and any lease of a unit shall reserve to all unit owners the rights set forth in this paragraph.

6. When applying for or submitting Farm Dwelling Agreements, building permits, use permits, zoning permits or any other land use permits with governmental agencies, the governmental agency may require some or all of the owners of the Project to sign the permit forms. In such case, all unit owners shall be required to sign such permit applications and related documents as may be necessary for any unit owner to obtain such permits, so long as the requesting unit owner has complied with the Condominium Documents.

7. The issuance of an effective date for the Condominium Public Report should not be construed to mean that all governmental laws, ordinances and regulations have been complied with and all subsequent development and use shall comply with applicable governmental laws, ordinances and regulations. Additionally, the creation of the Condominium Property Regime does not mean that the land has met the subdivision requirements of the County. As such, certain facilities and improvements normally associated with County approved subdivisions may not be necessarily included as part of this Project.

8. The owner of each unit shall be allowed to construct, place and/or maintain the following Improvements within the limited common element appurtenant to the owner's unit:

(a) Units 1 and 2 shall each be entitled to construct, place, and/or maintain one Condominium House; two (2) Agricultural Buildings; one garage; fences; walls; landscaping; roads; walkways; recreational facilities; underground utilities; wells; parking areas; patios; and other improvements allowed by the Board. No unit shall be entitled to construct a Guest House.

(b) The right to construct, place and/or maintain Improvements and other uses on all Units shall be further restricted by the provisions contained in the CZO, and in this Declaration, including but not limited to the following: the location of Buildings and Structures from property lines and Unit boundary lines are subject to the setback requirements contained in the CZO and this Declaration; the height of Buildings and Structures are subject to the height limitations contained in the CZO; the location of Buildings and Structures from each other are subject to the set-backs contained in the CZO; and the amount of land coverage within a unit are subject to the restrictions contained in the CZO and this Declaration.

EXHIBIT "D"

COMMON ELEMENTS

The common elements of the project shall specifically include, but are not limited to, the following:

1. The land described in Exhibit "A" attached to the Declaration in fee simple.

2. All central and appurtenant installations for common services, including power, light, water, telephone and sewer.

3. Any and all apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.

4. Easement "G" for utility purposes as shown on the Condominium Map and as described in the Declaration as Exhibit "5".

5. Existing Easement "A" for access and utility purposes as shown on the Condominium Map.

6. Easement "E" for access and utility purposes as shown on the Condominium Map and as described in the Declaration as Exhibit "3".

EXHIBIT "E"

ENCUMBRANCES AGAINST TITLE

1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. "Excepting and reserving all riparian and other rights in or to these streams and the waters thereof, as excepted and reserved in Land Patent Grant Number 7645."

   "The rights of the United States of America, State of Hawaii, the municipality and the public, in and to that part of the premises in question falling in the bed of the stream; also to the rights of the riparian owners in and to the free and unobstructed flow of the water of said stream, if any."

   "An 8-foot wide road widening setback as shown on survey of Dennis M. Esaki, Registered Professional Land Surveyor No. 4383, dated June, 1988, at Lihue, Kauai."

   "A building setback for flooding as shown in survey of Dennis M. Esaki, Registered Professional Land Surveyor No. 4383, dated June, 1988."; as set forth in DEED dated July 27, 1988, recorded in Liber 22252 at Page 509.

3. The terms and provisions contained in the WARRANTY DEED dated July 27, 1988, recorded in Liber 22252 at Page 509.

4. DESIGNATION OF EASEMENT "B" for access and utility purposes, as shown in survey of Dennis M. Esaki, Registered Professional Land Surveyor, dated June, 1988, containing an area of 10,490 square feet, and more particularly described in Deed dated July 27, 1988, recorded in Liber 22252 at Page 509.

5. The terms and provisions contained in the FARM DWELLING AGREEMENT dated October 17, 1989, recorded in Liber 23937 at Page 257, by and between MARIA NAUMANN, wife of Cornel Naumann, "Applicant(s)", and the COUNTY OF KAUAI PLANNING DEPARTMENT, "Department".

6. GRANT to KAUAI ISLAND UTILITY COOPERATIVE and HAWAIIAN TELCOM, INC., dated August 28, 2014, recorded as Document No. A-54010937, granting a right and easement for utility purposes over the easement areas being more particularly described therein.

7. The terms and provisions contained in the following:

   DECLARATION OF THE CONDOMINIUM PROPERTY REGIME OF 6310 OLOHENA ESTATE dated August 28, 2014, and recorded as Document No. A-55040687.

   Condominium Map No. 5363 and any amendments thereto.

   Said Declaration was amended by instruments dated February 17, 2015, recorded as Document No. A-55360822, dated May 19, 2015, recorded as Document No. A-56260922, and dated October 26, 2015, recorded as Document No. A-57850753.

8. The terms and provisions contained in the BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS OF 6310 OLOHENA ESTATE dated August 28, 2014, recorded as Document No. A-55040688.

EXHIBIT "F"

DENNIS ALKIRE ARCHITECT
4808 SW MARIGOLD ST.
PORTLAND, OR 97219

ARCHITECTS CONDITION REPORT
6310 OLOHENA ESTATE

The undersigned, being a licensed architect within the State of Hawaii and bearing Registration Number 6551, have inspected Units1 and 2 and the improvements located thereon of the "6310 OLOHENA ESTATE" condominium project, Tax Map Key (4) 4-4-03:119 and declares as follows:

Unit 1, Building 1: Residence, 1204 Sq. Ft. Age 12 years
Unit 1, Building 2: Carport-Studio, 377 Sq. Ft. Age 18 years
Unit 2, Building 1: Storage Building, 108 Sq. Ft. Age 10 years

The inspection has included the exterior roof, foundations, visible electrical and plumbing systems, and I find as follows:

1. The improvements appear to be constructed in the manner described in the drawings constituting the condominium map for the Project, including specifically Unit 1, Building 1, Unit 1, Building 2, and Unit 2, Building 1.

2. The systems and components of the improvements on Unit 1 and Unit 2 including visible structural, electrical and plumbing, appear to be in good and sound condition.

3. (a) Without conducting invasive examinations of covered plumbing, electrical and structural components, the following improvements appear to be constructed in conformity with the County of Kauai Rules and Regulations applicable to construction at the time of construction thereof, on Unit 1, Building 1.

   (b) Without conducting invasive examinations of covered plumbing, electrical and structural components, the following improvements appear to be constructed in conformity with the County of Kauai Rules and Regulations applicable to construction at the time of construction thereof, on Unit 1, Building 2.

   (c) Without conducting invasive examinations of covered plumbing, electrical and structural components, the following improvements appear to be constructed in conformity with the County of Kauai Rules and Regulations applicable to construction at the time of construction thereof, on Unit 2, Building 1.

Unit 1, Building 1 has an apparent useful life in excess of 30 years.
Unit 1, Building 2 has an apparent useful life in excess of 25 years.
Unit 2, Building 1 has an apparent useful life in excess of 15 years.

THIS IS NOT A WARRANTY OF COMPLIANCE WITH ALL RULES AND REGULATIONS, ONLY A WARRANTY THAT INSPECTION WAS MADE AND NO APPARENT VIOLLATIONS 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 CODES.

Dated: March 14, 2014.

Dennis J. Alkire Registration No. 6551

alkire.architect@gmail.com 808-651-7313

EXHIBIT "G"

Bernard P. Carvalho, Jr.
Mayor

Nadine K. Nakamura
Managing Director

Michael A. Dahilig
Director of Planning

Ka'āina S. Hull
Deputy Director of Planning

PLANNING DEPARTMENT
County of Kaua'i, State of Hawai'i
4444 Rice Street, Suite A-473, Līhu'e, Hawai'i 96766
TEL (808) 241-4050 FAX (808) 241-6699

COPY

JUN 18 2015

RECEIVED
JUN 22 2015
BELLES GRAHAM PROUDFOOT WILSON & CHUN, LLP

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

FROM: Michael A. Dahilig, Director of Planning

SUBJECT: Certification of Inspection of Existing Buildings

Project Name: 6310 OLOHENA ESTATES Condominium Project (115)
Tax Map Key: (4) 4-4-003: 119

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 "6" below) specified herein, we certify the following:

1. The developers have contracted Dennis Alkire certify that the buildings on the proposed project referred to as 6310 Olohena Estates 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.

2. 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.

3. There are no variances approved for the subject property.

4. There are no notices of violations of county building and zoning codes outstanding according to our records.

5. The project has shown compliance relating to agricultural condominiums HRS Section 205-4.6. (see attached)

6. 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- 4050.

cc: Cornel Naumann & Maria Leri, Project Developers
Jonathan Chun, Attorney at Law

DEPARTMENT OF PLANNING
County of Kaua'i, State of Hawai'i
4444 Rice Street, Suite A-473
Līhu'e, Hawai'i 96766
TEL (808) 241-4050 FAX (808) 241-6699

COUNTY USE ONLY	
Date Received:	6.2.2015
DECLARATION #	DATE
A-56260922	5.28.2015

OWNER DECLARATION OF COMPLIANCE WITH ACT 49 (2014)

HRS SECTION 205-4.6 COMPLIANCE RELATING TO AGRICULTURAL CONDOMINIUMS

PROJECT/PROPERTY INFORMATION

Project Name:	6310 Olohena Estate
Address:	6310 Olohena Road, Kapaa HI 96746
Tax Map Key:	(4) 4-4-003-119
Property Area (acres):	1.357 acres
State Land Use Designation:	Agricultural

Comments (for Department use only):

OWNER'S CERTIFICATION/DECLARATION

By signing this form, the owner(s), its beneficiaries, heirs, executors, administrators, representatives, successors, and assigns, and any person or entity acting for, under, or through them, certifies the following language has been recorded with the Declaration of Condominium Property Regime for the Project:

"HRS Section 205-4.6 Compliance. This Declaration, the Bylaws and all others documents relating to this condominium do not include any restrictions limiting or prohibiting agricultural uses or activities in compliance with HRS Section 205-4.6. Any provision in this Declaration or the Bylaws or any other document that is contrary to the statement made in the preceding sentence or that could be construed or applied to contain a restriction limiting or prohibiting such agricultural uses shall be void or shall be interpreted and applied in a manner consistent with the preceding sentence."

Pursuant to Act 49 (2014), this form shall constitute a verified statement signed that the Condominium Project as described and set forth in the Project's Declaration, Condominium Map, Bylaws, and House Rules does not include any restrictions limiting or prohibiting agricultural uses or activities, in compliance with section 205–4.6.

Property Owner:	Cornel Naumann		
Signature:	Cornel Nau	Printed Name:	Cornel Naumann
Address:	6310 Olohena Road, Kapaa HI 96746		
Phone No.:	(808) 212-7397	Email:	c.naumann@mchsi.com
APPROVED:		Director of Planning	

DEPARTMENT OF PLANNING
County of Kaua'i, State of Hawai'i
4444 Rice Street, Suite A-473
Lihu'e, Hawai'i 96766
TEL (808) 241-4050 FAX (808) 241-6699

COUNTY USE ONLY	
Date Received:	1.29.2015
DECLARATION #	DATE
A-56260922	5.28.2015

OWNER DECLARATION OF COMPLIANCE WITH ACT 49 (2014)

HRS SECTION 205-4.6 COMPLIANCE RELATING TO AGRICULTURAL CONDOMINIUMS

PROJECT/PROPERTY INFORMATION

Project Name:	6310 Olohena Estate
Address:	6310 Olohena Road, Kapaa HI 96746
Tax Map Key:	(4) 4-4-003-119
Property Area (acres):	1.357 acres
State Land Use Designation:	Agricultural

Comments (for Department use only):

OWNER'S CERTIFICATION/DECLARATION

By signing this form, the owner(s), its beneficiaries, heirs, executors, administrators, representatives, successors, and assigns, and any person or entity acting for, under, or through them, certifies the following language has been recorded with the Declaration of Condominium Property Regime for the Project:

"HRS Section 205-4.6 Compliance. This Declaration, the Bylaws and all others documents relating to this condominium do not include any restrictions limiting or prohibiting agricultural uses or activities in compliance with HRS Section 205-4.6. Any provision in this Declaration or the Bylaws or any other document that is contrary to the statement made in the preceding sentence or that could be construed or applied to contain a restriction limiting or prohibiting such agricultural uses shall be void or shall be interpreted and applied in a manner consistent with the preceding sentence."

Pursuant to Act 49 (2014), this form shall constitute a verified statement signed that the Condominium Project as described and set forth in the Project's Declaration, Condominium Map, Bylaws, and House Rules does not include any restrictions limiting or prohibiting agricultural uses or activities, in compliance with section 205–4.6.

Property Owner:	Maria Leri
Signature:	M Leri, Printed Name: Maria Leri
Address:	12 West Street, San Rafael, California 94901
Phone No.:	415 485 3873 Email: mnow@earthlink.net
APPROVED:	Director of Planning

EXHIBIT "H"

FARM DWELLING REQUIREMENTS

Purchasers should be aware that Chapter 205, Hawaii Revised Statutes ("H.R.S."), generally does not authorize residential dwellings as a permissible use in an agricultural use district, unless the dwelling is related to an agricultural activity or is a "farm dwelling".

The term "farm dwelling" is defined in H.R.S. Chapter 205-4.5(a)(4) as a "single family dwelling located on and used in connection with a farm, including clusters of single-family farm dwelling permitted within agricultural parks developed by the State or where agricultural activity provides income to the family occupying the dwelling."

The penalty for violation of H.R.S. Section 205-4.5, is a fine of not more than $5,000. If any person who is cited for a violation of the law fails to remove the violation within six months of such citation and the violation continues, such person is subject to a citation for a new and separate violation. There shall be a fine of not more than $5,000 for any additional violation.

In order for any purchaser to obtain a building permit to construct a single family residential unit (farm dwelling) in those portions of the Project within the State Agricultural District, the County of Kauai will require the purchaser to sign a Farm Dwelling Agreement in the form attached hereto as Exhibit "I".

In addition, Section K.2. of the Declaration imposes a duty of each unit owner to bear an equal burden proportionate to the unit owner's respective appurtenant interest in the common area for the cost of maintaining agricultural activities on the Project that are satisfactory to the Planning Department of the County of Kauai and that will allow the issuance of a Farm Dwelling Agreement and corresponding building permit to all of the units with the Project. See Section K.2. of Exhibit "B", Alteration of Project.

EXHIBIT "I"

FOR ILLUSTRATION ONLY

AFTER RECORDATION RETURN BY MAIL TO:
COUNTY OF KAUAI
Planning Department
Building A, Suite 473
4444 Rice Street
Lihue, HI 96766

Document contains ____ pages

FARM DWELLING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between _____, whose residence and post office address is _____, hereinafter called the "APPLICANT(S)", and the COUNTY OF KAUAI, Planning Department, its business and mailing address being 4444 Rice street, Building A, Suite 473, Lihue, Hawaii 96766, hereinafter called the "DEPARTMENT".

W I T N E S S E T H:

WHEREAS, the APPLICANT(S) warrant and represent that he/she/they is/are the _____ of that certain parcel of land, Tax Map Key No. (4) _____, more particularly described in Exhibit "A" attached hereto and made a part hereof; and

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

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

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

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

WHEREAS, the parcel identified by Tax Map Key No. (4) _____, is entitled to _____ residential units (and one guest house); and

WHEREAS, this Agreement is evidenced that _____ is entitled to one of those residential units; and

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

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

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

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

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

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

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

1. That the dwelling permitted to be constructed on the parcel of land described in Exhibit "A" classified Agriculture by the State Land Use Commission shall be a "farm dwelling"

as defined by Chapter 205, Hawaii Revised Statutes, and the State Land Use District regulations, as recited herein; and

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the _____ day of _____, 20___.

APPROVED:

APPLICANT(S)

_____

Planning Director

_____

_____

APPROVED AS TO FORM AND LEGALITY:

_____

County Attorney

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this ___ day of _____, 20___, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC, State of Hawaii
Print Name: _____
My commission expires: _____

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this ___ day of _____, 20___, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC, State of Hawaii
Print Name: _____
My commission expires: _____

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this day of _____, 20___, before me appeared _____ _____to me personally known, who being by me duly sworn, did say that (s)he is the _____ of the PLANNING DEPARTMENT of the COUNTY OF KAUAI; and that said instrument was executed on behalf of said PLANNING DEPARTMENT; and that said _____ acknowledged that (s)he executed the same as his/her free act and deed of the PLANNING DEPARTMENT of the COUNTY OF KAUAI. Said Department has no seal.

_____
NOTARY PUBLIC, State of Hawaii
Print Name: _____
My commission expires: _____

EXHIBIT "J"

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment	Monthly Fee	x	12 months	=	Yearly Total
Unit 1	$ 30.00	x	12	=	$360.00
Unit 2	$ 30.00	x	12	=	$360.00

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

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/Roads	$ 10.00 x 12 = $ 120.00
Management	
Management Fee	
Payroll and Payroll Taxes	
Office Expenses	
Insurance	$ 50.00 x 12 = $600.00
Reserves(*)	
Taxes and Government Assessments	
Audit Fees	
Legal Fees	
Other	
TOTAL	$60.00 x 12 = $720.00

CORNEL NAUMANN and MARIA LERI, the developers for the 6310 OLOHENA ESTATE 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.

CORNEL NAUMANN — November 24, 2015 Date

MARIA LERI — November 24, 2015 Date

Pursuant to §514B-144, HRS, the association will be required to adopt an annual budget. Pursuant to §514B-148, HRS, the annual budget shall include both total replacement reserves as of the date of the budget, and estimated replacement reserves. The association shall assess the unit owners to either fund a minimum of fifty percent of the estimated replacement reserves or fund one hundred percent of the estimated replacement reserves when using a cash flow plan; provided that a new association need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting. For each fiscal year, the association shall collect the amount assessed to fund the estimated replacement for that fiscal year reserves, as determined by the association's plan.

The association shall compute the estimated replacement reserves by a formula that is based on the estimated life and the estimated capital expenditure or major maintenance required for each part of the property. The estimated replacement reserves shall include:

(1) Adjustments for revenues which will be received and expenditures which will be made before the beginning of the fiscal year to which the budget relates; and

(2) Separate, designated reserves for each part of the property for which capital expenditures or major maintenance will exceed $10,000. Parts of the property for which capital expenditures or major maintenance will not exceed $10,000 may be aggregated in a single designated reserve.

"Capital expenditure" means an expense that results from the purchase or replacement of an asset whose life is greater than one year, or the addition of an asset that extends the life of an existing asset for a period greater than one year.

"Cash flow plan" means a minimum twenty-year projection of an association's future income and expense requirements to fund fully its replacement reserves requirements each year during that twenty-year period, except in an emergency; provided that it does not include a projection of special assessments or loans during that twenty-year period, except in an emergency.

"Major maintenance" means an expenditure for maintenance or repair that will result in extending the life of an asset for a period greater than one year.

"Replacement reserves" means funds for the upkeep, repair, or replacement of those parts of the property, including but not limited to roofs, walls, decks, paving, and equipment, that the association is obligated to maintain.

NOTE: Developer discloses that Developer has not conducted a reserve study in accordance with §514B-148, HRS, and the replacement reserve rules, if any, adopted by the Real Estate Commission.

EXHIBIT "K"

SUMMARY OF PURCHASE CONTRACT

The Purchase Contract, including the terms and conditions attached thereto as the CPR Addendum (hereinafter collectively called the "Purchase Contract") contain the price and other terms and conditions under which a purchaser will agree to buy a unit in the Project. Among other things, the Purchase Contract states:

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

(b) That the purchaser acknowledges having received and read, prior to signing the Purchase Contract, the following: The Developer's Public Report and any amendments; the recorded project Declaration and Bylaws and any amendments; the project House Rules, if any, with amendments; a letter sized Condominium Project Map and amendments; and the Notice of Buyer's Right to Cancel.

(c) That the Developer makes no representations concerning rental of a unit, income or profit from a unit, or any other economic benefit to be derived from the purchase of a unit.

(d) That the purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

(e) Requirements relating to the purchaser's financing of the purchase of a unit.

(f) That the unit and the Project will be subject to various other legal documents which the purchaser should examine, and that the Developer may change these documents under certain circumstances.

(g) That the Developer makes no warranties regarding the unit, the Project or anything installed or contained in the unit or the Project.

(h) That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

(i) That, unless requested, the purchaser will not receive interest on deposits made under the Purchase Contract.

(j) If the purchaser shall default:

(1) The contract may, at the Developer's option, be terminated by written notice to the purchaser; and

(2) The Developer may pursue any other remedy, including specific performance, permitted by law or equity. All costs, including reasonable attorneys' fees, incurred by reason of default by the purchaser shall be borne by the purchaser.

(k) If the Developer shall default:

(1) The purchaser may bring an action for damages for breach of contract; and

(2) The purchaser may seek specific performance of the contract; and

(3) The Developer shall be responsible for any costs incurred in accordance with the contract.

The Purchase Contract contains various other important provisions relating to the purchase of a unit in the Project. It is incumbent upon purchasers and prospective purchasers to read with care the specimen sales Contract on file with the Real Estate Commission.

EXHIBIT "L"

SUMMARY OF ESCROW AGREEMENT

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

(a) Escrow will let the purchaser know when payments are due.

(b) Escrow will arrange for the purchaser to sign all necessary documents.

(c) A purchaser shall be entitled to a return of such purchaser's funds and Escrow shall pay such funds to such purchaser, together with any interest which may have accrued to the credit of such purchaser, if any one of the following has occurred (collectively, the "Cancellation Provisions"):

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

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

(iii) The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to cancel the sales contract pursuant to HRS §514B-86 (thirty-day right to cancel), or, if applicable, HRS §514B-89 (failure to complete construction before specified completion deadline); or

(iv) The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to rescind the sales contract pursuant to HRS §514B-87, by a valid rescission signed by all purchasers of the affected unit and postmarked no later than midnight of the thirtieth calendar day after the date that the purchasers received the notice of rescission from Seller, in which case the purchasers shall be entitled to a prompt and full refund of any moneys paid.

(d) The purchaser is entitled to a refund if the purchaser or seller cancels the Sales Contract in accordance with its cancellation provisions, or if the purchaser terminates its reservation before the Sales Contract is binding. However, Escrow may deduct from the refund cancellation fees in accordance with the Sales Contract in an amount not to exceed $250.00.

In the event of a default by the purchaser, the funds paid by the purchaser shall belong to the seller as liquidated damages (up to a maximum of twenty percent (20%) of the total purchase price).

The Escrow Agreement contains various other important provisions and establishes certain charges with which a purchaser should be familiar. It is incumbent upon purchasers and prospective purchasers to read with care the executed Escrow Agreement on file with the Real Estate Commission.

(e) The purchaser's funds that are placed in trust prior to closing may be used by the seller after:

(1) the purchaser has (i) been provided with a developer's public report; and any amendments thereto, recorded copies of the project Declaration and Bylaws, with any amendments, the project House rules (if any), with any amendments, a letter sized Condominium Project Map, with any amendments, and a Notice of Buyer's Right to Cancel; (ii) executed a receipt and notice and has waived his right to cancel or thirty (30) days have elapsed since the purchaser has been provided with the final public report and receipt and notice of right to cancel;

(2) the seller notifies escrow in writing that since (i) and (ii) have happened, the Sales Contract is binding; and

(3) the seller's attorney advises escrow that the Sales Contract is binding and the requirements of Hawaii Revised Statutes, Sections 514B-87 and -91 have been met.

(f) Escrow may not disburse any buyer's funds in the construction of the project until completion of the project and the expiration of the mechanic's and materialmen's lien period. Escrow may disburse prior to completion of the project and expiration of the applicable lien period if the Developers would furnish each purchaser an Owners Title Insurance with an endorsement against any future liens placed on the apartments or project as a result of the development, plus providing the Real Estate Commission a release of the General Contractor's lien rights.

EXHIBIT "M"

LAND COVERAGE

Land coverage shall be allocated to the Units as follows:

1. The total land coverage ("Total Land coverage") for the project is 50% of the total size of the Project (1.357 acres). As a result, the Total land coverage is 1.357 acres x .50 = .6785 acres or approximately 29,555.46 square feet.

2. The net land coverage for the Project ("Net Land Coverage") is the Total Land Coverage minus the land coverage within Easement "E" and "H" as described in the Declaration as Exhibits "3" and "6" respectively.

3. Each unit will be allocated land coverage ("Unit Land Coverage") equal to their percentage interest in the common elements of the Project.

EXHIBIT "N"

DEVELOPERS' ZONING COMPLIANCE DECLARATION

CORNEL NAUMANN and MARIA LERI, the Owners/Developers of the 6310 OLOHENA ESTATE condominium project ("Project"), hereby certifies pursuant to Hawaii Revised Statutes ("HRS"), Sections 514B-32(a)(13) and 514B-54(a)(8), and subject to the penalties contained in HRS Section 514B-69(b), as follows:

1. That the Project is in compliance with all zoning and building ordinances and codes and all other permitting requirements of the County of Kauai ("County").

2. That the Project conforms to the existing underlying zoning of the County for the Project property and all other County permitting requirements.

3. That the Project contains existing structures being converted to condominium regime status; that such structures are in compliance with all zoning and building ordinances and codes, and all other permitting requirements; that no variances have been granted to achieve such compliance; and that none of the conditions, uses or the structures on the Project are legal non-conforming conditions, uses or structures.

4. That the Project is located in the State Land Use Commission Agricultural District and a portion is within the State Land Use Commission Rural District; and

(a) All structures and uses anticipated by the Developer's promotional plan for the Project are in compliance with all applicable State and County land use laws.

(b) All structures and uses anticipated by the Developer's promotional plan for the Project are in compliance with all applicable County real property tax laws.

(c) There are no private restrictions limiting or prohibiting agricultural uses or activities in violation of HRS Section 205-4.6.

This Developers' Zoning Compliance Declaration may be executed in counterparts. Each counterpart shall be executed by one or more of the parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

Cornel Naum

CORNEL NAUMANN

Maria Leri

MARIA LERI