

## CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer:

TIM & RUBY STAR

6213 Kahiliholo Road, Kilauea, Kauai, Hawaii 96754

Project Name(\*):

ALOHA AINA

Address:

Lot 15, Kalihiwai Ridge, Phase II Subdivision

Kalihiwai and Kilauea, Hanalei, Kauai, Hawaii

Registration No. 3339

Effective date: July 3, 2003

Expiration date: August 3, 2004

### Preparation of this Report:

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

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

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

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

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

### Type of Report:

☐ PRELIMINARY:  
(yellow)

The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A final Public Report will be issued by the developer when complete information is filed.

☐ FINAL:  
(white)

The developer has legally created a condominium and has filed complete information with the Commission.

☐ No prior reports have been issued.

☐ This report supersedes all prior public reports.

☐ This report must be read together with \_\_\_\_\_

☒ SECOND  
SUPPLEMENTARY:  
(pink)

This report updates information contained in the:

☐ Preliminary Public Report dated: \_\_\_\_\_

☒ Final Public Report dated: August 17, 1995

☒ Supplementary Public Report dated: January 21, 2000

And

☒ Supersedes all prior public reports

☐ Must be read together with \_\_\_\_\_

☐ This report reactivates the \_\_\_\_\_

public report(s) which expired on \_\_\_\_\_

(\*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.

FORM: RECO-30 286/986/189/1190/892/0197/1098/10203

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

[ X ] Required and attached to this report As Exhibit "F" [ ] Not required - Disclosures covered in this report.

**Summary of Changes from Earlier Public Reports:**

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

[ ] No prior reports have been issued by the developer.

[ X ] Changes made are as follows: On or about January 29, 2002, the current owners of Units within Aloha Aina caused to be recorded in the Bureau of Conveyances the "Fourth Amendment to Declaration of Condominium Project Regime of Aloha Aina" (the "Fourth Amendment"). The express purpose of the Fourth Amendment was to describe, with particularity, certain responsibilities for and estimated costs to be incurred for improving an unpaved easement road over and across Unit 4. In addition, on or about January 2, 2003, the current owners of Units within Aloha Aina caused to be recorded the "Fifth Amendment to Declaration of Condominium Property Regime of Aloha Aina and Condominium Map No. 2235 (the "Fifth Amendment"). The express purpose of the Fifth Amendment was to reflect the current site plan and buildout contained within the CPR. Copies of the Fourth and Fifth Amendments are attached hereto as "Exhibit J".

**SPECIAL ATTENTION**

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 NONRESIDENTIAL 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. THERE ARE 2 FARM DWELLING STRUCTURES (UNITS 3 & 4) AND 1 GUEST COTTAGE (UNIT 6) AND 3 SHADE SHEDS ON THE PROPERTY AT THIS TIME.

1. 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.
2. The land area beneath and immediately appurtenant to each unit is designated a **LIMITED COMMON ELEMENT** and 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.
3. Facilities and improvements normally associated with County-approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owners and emergency traffic, drainage facilities, etc., may not be provided, and services such as County street maintenance and trash collection may not be available for interior roads and driveways.

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

## TABLE OF CONTENTS

	Page
Preparation of this Report	1
Expiration Date of Reports	1
Type of Report	1
Disclosure Abstract	2
Summary of Changes from Earlier Public Reports	2
Table of Contents	3
General Information of Condominiums	4
Operation of the Condominium Project	4
 I. PERSONS CONNECTED WITH THE PROJECT	 5
Developer                      Attorney for Developer                      General Contractor	
Real Estate Broker          Escrow Company                      Condominium Managing Agent	
 II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	
A. Declaration	6
B. Condominium Map (File Plan)	6
C. Bylaws	6
D. House Rules	7
E. Changes to Condominium Documents	7
 III. THE CONDOMINIUM PROJECT	
A. Interest to be Conveyed to Buyer	8
B. Underlying Land	9
C. Buildings and Other Improvements	10
D. Common Elements, Limited Common Elements, Common Interest	13
E. Encumbrances Against Title	14
F. Construction Warranties	15
G. Status of Construction	16
H. Project Phases	16
 IV. CONDOMINIUM MANAGEMENT	
A. Management of the Common Elements	17
B. Estimate of Initial Maintenance Fees	17
C. Utility Charges for Apartments	17
 V. MISCELLANEOUS	
A. Sales Documents Filed with the Real Estate Commission	18
B. Buyer's Right to Cancel Sales Contract	18
C. Additional Information Not Covered Above	20
D. Signature of Developer	21
 EXHIBIT A: CONDOMINIUM MAP AND LIMITED COMMON ELEMENTS	
EXHIBIT B: SUMMARY OF SALES CONTRACT	
EXHIBIT C: SCHEDULE OF APARTMENTS AND COMMON INTERESTS	
EXHIBIT D: SUMMARY OF PORTIONS OF ESCROW AGREEMENT	
EXHIBIT E: ENCUMBRANCES AGAINST TITLE	
EXHIBIT F: DISCLOSURE ABSTRACT	
EXHIBIT G: ESTIMATE OF INITIAL MAINTENANCE FEES AND DISBURSEMENTS	
EXHIBIT H: SUMMARY OF DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR KALIHIWAI RIDGE	
EXHIBIT I: FARM DWELLING AGREEMENT	
EXHIBIT J: FOURTH AND FIFTH AMENDMENTS TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ALOHA AINA DATED NOVEMBER 19, 2001, AND JANUARY 2, 2003, RESPECTIVELY	

## **General Information On Condominiums**

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

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

"Common Elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

## **Operation of the Condominium Project**

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

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

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

# **I. PERSONS CONNECTED WITH THE PROJECT**

Developer: TIM & RUBY STAR Phone: (808) 828-1962  
6213 Kahiliholo Road  
Kilauea, Hawaii 96754

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

N/A

Real Estate Broker: O'Connor Realty, LLC (Unit 5) Phone: (808) 826-1464  
P. O. Box 1122  
Kilauea, Hawaii 96754

Coldwell Banker Bali Hai Realty, Inc. (Unit 1) Phone: (808) 826-7244  
P.O. Box 930  
Hanalei, HI 96714

Escrow: Title Guaranty Escrow Services Phone: (808) 826-5305  
4280 Kuhio Highway, Suite G-207  
Princeville, Hawaii 96722

General Contractor: N/A Phone: N/A

Condominium Managing Agent: Self-managed by the Association of Unit Owners Phone: N/A

Attorney for Developer Harvey L. Cohen Phone: (808) 826-4226  
P.O. Box 223755  
Princeville, HI 96722

\*For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

## II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

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

The Declaration for this condominium is:

☐ Proposed

☒ Recorded - Bureau of Conveyances:

Document No. 95-050496

Book \_\_\_\_\_ Page \_\_\_\_\_

☐ Filed - Land Court:

Document No. \_\_\_\_\_

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

First Amendment to Declaration of Condominium Property Regime of Aloha Aina dated July 27, 1995, recorded as Document No. 95-097247 (the "First Amendment"); Second Amendment to Declaration of Condominium Property Regime of Aloha Aina dated May 1, 1996, recorded as Document No. 96-060571 (the "Second Amendment"); Third Amendment to Declaration of Condominium Property Regime of Aloha Aina dated June 22, 1999, recorded as Document No. 99-099302 (the "Third Amendment"); Fourth Amendment to Declaration of Condominium Property Regime of Aloha Aina dated November 29, 2001, recorded as Document No. 02-018158 (the "Fourth Amendment"); and Fifth Amendment to Declaration of Condominium Property Regime of Aloha Aina dated January 2, 2003, recorded as Document No. 03-000354 (the "Fifth Amendment").

B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

☐ Proposed

☒ Recorded - Bureau of Conveyances Condo Map No. 2235

☐ Filed - Land Court Condo Map No. \_\_\_\_\_

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

Amended as per the Second, Third and Fifth Amendments as described in IIA. above.

C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

☐ Proposed

☒ Recorded - Bureau of Conveyances:

Document No. 95-050497

Book \_\_\_\_\_ Page \_\_\_\_\_

☐ Filed - Land Court:

Document No. \_\_\_\_\_

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]: N/A

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

☐ Proposed                      ☐ Adopted                      ☒ Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents.** Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interests which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	75%
Bylaws	65%	70%
House Rules	----	N/A

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

2. **Developer**

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

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

### III. THE CONDOMINIUM PROJECT

#### A. Interest to be Conveyed to Buyer:

☒ Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.

☐ Leasehold or Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

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

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

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

Lease Rent Payable: ☐ Monthly ☐ Quarterly  
☐ Semi-Annually ☐ Annually

Exhibit\_\_\_\_\_contains a schedule of the lease rent for each apartment per ☐ Month ☐ Year

#### For Sub-leaseholds:

☐ Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:  
☐ Canceled ☐ Foreclosed

☐ As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

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

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

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

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

Lease Rent Payable: ☐ Monthly ☐ Quarterly  
☐ Semi-Annually ☐ Annually

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



[ ] Other:

#### **IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

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

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

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

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

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

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

**B. Underlying Land:**

Address: Lot 15, Kalihiwai Ridge, Phase 2  
Subdivision, Kalihiwai and Kilauea  
Hanalei, Kauai, Hawaii

Tax Map Key: (TMK): (4) 5-2-22:15

[ X ] Address [ X ] TMK is expected to change because each Unit is entitled to receive its own  
designations

Land Area: 33.925 [ ] square feet [ X ] acre(s) Zoning: Agricultural

Fee Owner: Unit 1: Charles Herbert  
Vaidehi Ganesan  
338 N. Market Street, #364  
San Jose, CA 95110

Unit 2: James Courtney Jennings  
Dudley Cleveland Wilson  
1222 Ballantrae Lane  
McLean, VA 22101

Unit 3: Tim & Ruby Star  
6213 Kahiliholo Road  
Kilauea, HI 96754

Unit 4: Camera Obscura, Trustee  
332A Second Avenue  
San Francisco, CA 94118

Unit 5: Andrea Rita Mach  
2407 Ward Street, #3  
Berkeley, CA 94705

Unit 6: Janet Sleeper Frostad  
Shon Edward Frostad  
P.O. Box 1399  
Kilauea, HI 96754

Lessor: N/A  
Name  
Address

C. **Buildings and Other Improvements:**

1. ☒ New Building(s) when the Final Public Report was issued; see Page 16 completion dates  
☐ Conversion of Existing Building(s)  
☐ Both New Building(s) and Conversion

2. Number of Buildings: 6 Floors Per Building 1

☒ Exhibit "C" contains further explanations.

3. **Principal Construction Material:**

☐ Concrete ☐ Hollow Tile ☒ Wood ☐ Other

4. **Permitted Uses by Zoning:**

	No. of Apts.	<u>Use Permitted by Zoning</u>	
<input type="checkbox"/> Residential	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Agricultural	<u>2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Other: 3 sheds & guest cottage	<u>4</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

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

☒ Yes ☐ No

5. Special Use Restrictions:

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

[ X ] Pets: Dogs, cats and other typical household pets are permissible in reasonable numbers and reasonable conditions.

[ X ] Number of Occupants: No single family residence shall be used for living purposes by more persons than the single family residence was designed to accommodate.

[ X ] Other: Special use restrictions are as contained in the Declaration of Protective Covenants, Conditions and Restrictions for Kalihiwai Ridge, a summary of which is attached hereto as Exhibit "H".

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>Identify</u>
<u>Unit 1</u>	<u>1</u>	<u>0/0</u>	<u>0</u>	<u>24</u>	<u>Shade Shed</u>
<u>Unit 2</u>	<u>1</u>	<u>0/0</u>	<u>0</u>	<u>24</u>	<u>Shade Shed</u>
<u>Unit 3</u>	<u>1</u>	<u>3/2</u>	<u>2274</u>	<u>0</u>	<u>N/A</u>
<u>Unit 4</u>	<u>1</u>	<u>2/2</u>	<u>1108</u>	<u>24</u>	<u>Shade Shed</u>
<u>Unit 5</u>	<u>1</u>	<u>0/0</u>	<u>0</u>	<u>24</u>	<u>Shade Shed</u>
<u>Unit 6</u>	<u>1</u>	<u>1/1</u>	<u>593</u>	<u>0</u>	<u>Guest Cottage</u>

Total number of Apartments: 6

**\*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.**

**Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.**

Boundaries of Each Apartment: Per Article II of the Declaration of Property Regime, the boundaries of each apartment shall be the outer surface of the entire building. Wires or conduits, pipes or any utility lines running over, under or through any apartment which are utilized to serve more than one unit shall not be deemed as part of the apartment, the same being deemed common elements.

Permitted Alterations to Apartments: Permitted alterations to apartments are as allowed by Kauai County Zoning Ordinances and recorded restrictions on the project, if any. Upon construction of each permanent improvement, an amendment to the Declaration of Condominium Property Regime and the Condominium Map will be required to disclose actual improvements as a matter of public record.

7. Parking Stalls:

Total Parking Stalls: 0\*

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

Each apartment will have the exclusive use of at least \_\_\_\_\_\* parking stall(s).  
Buyers are encouraged to find out which stall(s) will be available for their use.

☐ Commercial parking garage permitted in condominium project.

☐ Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

\*There are no designated parking stalls. However, there is ample area within the limited common elements of each unit for parking.

8. Recreational and Other Common Facilities:

☒ There are no recreational or common facilities.

☐ Swimming pool

☐ Storage Area

☐ Recreation Area

☐ Laundry Area

☐ Tennis court

☐ Trash Chute/Enclosure(s)

☐ Other: \_\_\_\_\_

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

☒ There are no violations.

☐ Violations will not be cured.

☐ Violations and cost to cure are listed below.

☐ Violations will be cured by \_\_\_\_\_  
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations  
(For conversions of residential apartments in existence for at least five years):

N/A

11. Conformance to Present Zoning Code

- a. ☒ No variances to zoning code have been granted.  
☐ Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawfully at one time but which does not now conform to present zoning requirements:

	Conforming	Non-Conforming	Illegal
Uses	<u>X</u>	<u>          </u>	<u>          </u>
Structures	<u>X</u>	<u>          </u>	<u>          </u>
Lot	<u>X</u>	<u>          </u>	<u>          </u>

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

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

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

D. Common Elements, Limited Common Elements, Common Interests:

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

- ☒ described in Exhibit "C".  
☐ as follows:

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

☐ There are no limited common elements in this project.

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

☒ described in Exhibit "C".

☒ as follows: The portion of the land set aside for the use of a unit, as set forth in Exhibit "A", subject to the roadway and utility easement, if any.

NOTE: Land areas referenced herein are not legally subdivided lots.

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

☒ described in Exhibit "C".

☐ as follows:

- E. **Encumbrances Against Title**: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property on or your purchase and ownership of an apartment in the project.

Exhibit "E" describes the encumbrances against the title contained in the title report dated March 11, 2003 and issued by Title Guaranty of Hawaii, Inc.

**Blanket Liens:**

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[ X ] There are no blanket liens affecting title to the individual apartments.

[ ] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
---------------------	---

F. **Construction Warranties:**

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements: N/A

2. Appliances: N/A

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

Units 1, 2, 3, 4 and 5 storage sheds received final building department approval on March 29, 1995

A residence on Unit 3 received final building department approval on June 17, 2000. An Owner's Notice of Completion of Contract for the residence on Unit 3 was published in the *Garden Island Newspaper* on May 16 and May 23, 2002. An Affidavit of Publication to support the Owner's Notice of Completion was filed with the Clerk of the Circuit Court on May 28, 2002. The Affidavit of Publication for Owner's Notice of Completion of Contract is attached hereto on Page 16-A.

A main residence on Unit 4 was completed in March of 2001. A kitchen/bath/stair addition on Unit 4 received final building department approval on March 29, 2001. An Owner's Notice of Completion of Contract for the residence on Unit 4 was published in the *Garden Island Newspaper* on May 16 and May 23, 2002. An Affidavit of Publication to support the Owner's Notice of Completion was filed with the Clerk of the Circuit Court on May 28, 2002. The Affidavit of Publication for Owner's Notice of Completion of Contract is attached hereto on Page 16-B.

A guest house on Unit 6 was completed on July 11, 2001. An Owner's Notice of Completion of Contract for a guest house on Unit 6 was published in the *Garden Island Newspaper* on August 14 and August 21, 2001. An Affidavit of Publication to support the Owner's Notice of Completion was filed with the Clerk of the Circuit Court on August 27, 2001. The Affidavit of Publication for Owner's Notice of Completion of Contract is attached hereto on Page 16-C.

Copies of the aforesaid building department approvals and Owner's Notices of Completion are attached hereto on Pages 16-A (Unit 3), 16-B (Unit 4), and 16-C (Unit 6).

H. **Project Phases:**

The developer ☐ has ☒ has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):



# In the Circuit Court of the Fifth Circuit

STATE OF HAWAII

5TH CIRCUIT COURT  
STATE OF HAWAII  
FILED

2002 MAY 28 AM 10:48

IN THE MATTER OF

Owner's Notice of Completion of Contract.....  
Tim Star  
Owner.....

**Affidavit of Publication**

DANETTE FUJII  
CLERK

## OWNER'S NOTICE OF COMPLETION OF CONTRACT

NOTICE is hereby given that pursuant to the provisions of Section 507-43 of the Hawaii Revised Statutes, the construction by owner/builder of 2200 sq. ft. residence situated on Lot 15, TMK: (4) 5-2-22, Unit 3, Kilauea, Kauai, Hawaii has been completed.

Tim Star  
Owner

(May 16 & 23, 2002)

STATE OF HAWAII }  
COUNTY OF KAUAI } ss.

Howard M. Shinseki being duly sworn,  
deposes and says, that he/she is an employee of "The Garden Island",  
a newspaper published in Lihue, County of Kauai, State of Hawaii;  
that the NOTICE in the above-entitled matter of which the annexed  
is a true and correct printed copy, was published .....two.....  
times in "The Garden Island" aforesaid, commencing on the .....  
...16th..... day of .....May....., and ending  
on the .....23rd..... day of .....May..... (both  
days inclusive) to-wit: on .....  
.....May 16, & 23, 2002.....  
and that this affiant is not a party to or in any way interested in the  
above-entitled matter.

Howard M. Shinseki

Subscribed and sworn to before me this

28<sup>th</sup> day of May 2002

[Signature]  
Clerk of the Circuit Court of the Fifth Circuit.

COUNTY OF KAUAI

BUILDING DIVISION  
4444 RICE STREET  
MOIKEHA BLDG., SUITE 175  
LIHUE, KAUAI, HAWAII 96766  
PHONE: (808) 241-6655

BUILDING • PLUMBING  
ELECTRICAL • SIGN  
**PERMIT**

Permit/Application No: 94-00003796  
Permit Type: BUILDING PERMIT RENEWAL  
Valuation: \$379,000.00  
Permit Fee: 676.50

Date Issued: 5/24/00  
Prepared By: SYAGIHARA  
Total Fees Paid: 777.50  
Plan Review Fee: 101.00

Property Address: NONE  
Owner Name: STAR, TIM/RUBY  
Tenant Name:

Tax Map Key: 5-2-022-015-  
Contractor: SELF BUILDER  
Sub Contr:

Structure Information

Construction Type VN  
NUMBER OF STORIES: 2  
Description of Work: 2-STORY SINGLE FAMILY RESIDENCE  
Misc Information:  
B=RES-1806 LANAI-528 T=RES-616

INSPECTION TYPE

- 1-BUILDING FOUNDATION
- 2-BUILDING SLAB/FLOOR
- 3-BUILDING LOAD/UPLIFT TIES
- 4- FLOOD ELEVATION CERTIFIED
- 5- FORM 1 RECEIVED
- 6-BUILDING FRAMING
- 7-BUILDING LATH/GYPSUM
- 8-BUILDING FINAL

APPROVED

*ml*  
*ml*  
*so*  
*so*  
*ml*  
*ml*  
*6-17-00 ml*

DISAPPROVED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# In the Circuit Court of the Fifth Circuit

STATE OF HAWAII

2002 MAY 28 AM 10:48

IN THE MATTER OF

Owner's Notice of Completion of Contract  
 FIG Tree Trust  
 Owner

DANETTE FUJII  
 CLERK

## Affidavit of Publication

### OWNER'S NOTICE OF COMPLETION OF CONTRACT

NOTICE is hereby given that pursuant to the provisions of Section 507-43 of the Hawaii Revised Statutes, the construction by Camara Obscura, trustee of residence situated on Lot 15, TMK: 5-2-022-015-0004, Hanalei, Kauai, Hawaii has been completed.

FIG TREE TRUST  
 Owner  
 (May 16 & 23, 2002)

STATE OF HAWAII  
 COUNTY OF KAUAI

ss.

Howard M. Shinseki being duly sworn, deposes and says, that he/she is an employee of "The Garden Island", a newspaper published in Lihue, County of Kauai, State of Hawaii; that the NOTICE in the above-entitled matter of which the annexed is a true and correct printed copy, was published two times in "The Garden Island" aforesaid, commencing on the 16th day of May, and ending on the 23rd day of May (both days inclusive) to-wit: on May 16, & 23, 2002 and that this affiant is not a party to or in any way interested in the above-entitled matter.

*Howard M. Shinseki*

Subscribed and sworn to before me this

28th day of May, 2002

Clerk of the Circuit Court of the Fifth Circuit.

~~BUILDING - PLUMBING~~

COUNTY OF KAUAI  
BUILDING DIVISION  
4444 RICE STREET  
MOIKEHA BLDG., SUITE 175  
LIHUE, KAUAI, HAWAII 96766  
PHONE: (808) 241-6655

BUILDING - PLUMBING  
ELECTRICAL - SIGN  
PERMIT

Permit/Application No: 00-00002132  
Permit Type: BUILDING PERMIT  
Valuation: \$24,400.00  
Permit Fee: 191.00

Date Issued: 11/06/00  
Prepared By: GVOLKER  
Total Fees Paid: 220.00  
Plan Review Fee: 29.00

Property Address: 6213 H KAHILIOLO  
Owner Name: ASHKENAZY, JANET  
Tenant Name:

Tax Map Key: 5-2-022-015-  
Contractor: SELF BUILDER  
Sub Contr:

----- Structure Information -----  
Construction Type VN                      Occupancy Type R3  
NUMBER OF STORIES: 2                      TOTAL FLOOR AREA: 238  
Description of Work: ALTR: KITCHEN/BATH/STAIRS  
Misc Information:  
                    B=STAIRWAY RENOV-41    KITCHEN RENOV-92  
                    T=BATH RENOV-105

INSPECTION TYPE  
1-BUILDING FOUNDATION  
2-BUILDING SLAB/FLOOR  
3-BUILDING LOAD/UPLIFT TIES  
4- FLOOD ELEVATION CERTIFIED  
5- FORM 1 RECEIVED  
6-BUILDING FRAMING  
7-BUILDING LATH/GYPSUM  
8-BUILDING FINAL

APPROVED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12-4-00mR  
12-4-00my  
3/29/01mK

DISAPPROVED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In the Circuit Court of the Fifth Circuit**

STATE OF HAWAII

2001 AUG 27 PH 5: 50

IN THE MATTER OF

Owners' Notice of Completion of Contract.....  
Shon & Janet Frostad  
Owners.....

LORNA M.L. CHING  
CLERK  
**Affidavit of Publication**

**OWNERS' NOTICE  
OF COMPLETION  
OF CONTRACT**

NOTICE is hereby given that pursuant to the provisions of Section 507-43 of the Hawaii Revised Statutes, the construction by self builder of residence situated on TMK: 5-2-022-015, Hanalei, Kauai, Hawaii has been completed.

Shon & Janet Frostad  
Owners

(August 14 & 21, 2001)

STATE OF HAWAII } ss.  
COUNTY OF KAUAI }

Howard M. Shinseki..... being duly sworn,  
deposes and says, that he/she is an employee of "The Garden Island",  
a newspaper published in Lihue, County of Kauai, State of Hawaii;  
that the NOTICE in the above-entitled matter of which the annexed  
is a true and correct printed copy, was published .....two.....  
times in "The Garden Island" aforesaid, commencing on the .....  
14th..... day of .....August....., and ending  
on the .....21st..... day of .....August..... (both  
days inclusive) to-wit: on .....  
August 14, & 21, 2001.....  
and that this affiant is not a party to or in any way interested in the  
above-entitled matter.

*Howard M. Shinseki*

Subscribed and sworn to before me this

27<sup>th</sup> day of August 2001



**LORNA M. L. CHING**

Clerk of the Circuit Court of the Fifth Circuit.

UNIT 6

COUNTY OF KAUAI  
BUILDING DIVISION  
4444 RICE STREET  
MOIKEHA BLDG., SUITE 175  
LIHUE, KAUAI, HAWAII 96766  
PHONE: (808) 241-6655

BUILDING · PLUMBING  
ELECTRICAL · SIGN  
**PERMIT**

Permit/Application No: 99-00001164  
Permit Type: BUILDING PERMIT  
Valuation: \$40,000.00  
Permit Fee: 266.00

Date Issued: 6/09/99  
Prepared By: SYAGIHARA  
Total Fees Paid: 266.00  
Plan Review Fee: .00

Property Address: D6213 KAHILIHOLE RD Tax Map Key: 5-2-022-015-  
Owner Name: FROSTAD, SHON E./JANET SLEEPE Contractor: SELF BUILDER  
Tenant Name: Sub Contr:

----- Structure Information -----  
Construction Type VN Occupancy Type R3  
NUMBER OF STORIES: 1 TOTAL FLOOR AREA: 500  
Description of Work: 1 STORY GUEST HOUSE  
Misc Information:  
GUEST HOUSE - 500  
-----

INSPECTION TYPE  
1-BUILDING FOUNDATION  
2-BUILDING SLAB/FLOOR  
3-BUILDING LOAD/UPLIFT TIES  
4- FLOOD ELEVATION CERTIFIED  
5- FORM 1 RECEIVED  
6-BUILDING FRAMING  
7-BUILDING LATH/GYPSUM  
8-BUILDING FINAL

APPROVED  
2/23/00 MLK  
5/24/00 Q  
5/24/00 Q  
9-26-00 MLK  
7/11/01 MLK

DISAPPROVED

Permission is hereby given to do work according to conditions herein and according to approved plans and specifications. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work suspended or abandoned for a period of 180 days at any time after work is commenced. Separate permits must be obtained for building, sign, electrical, plumbing and gas.

#### IV. CONDOMINIUM MANAGEMENT

- A. **Management of the Common Elements:** The Association of Apartment 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.

Initial Condominium Managing Agent: When the developer or the developer's affiliated is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report is:

☐ not affiliated with the Developer ☐ the Developer or the Developer's affiliate.  
☒ self-managed by the Association of Apartment Owners ☐ other \_\_\_\_\_

- B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment 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 apartment and the apartment 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 \_\_\_\_ "G" \_\_\_\_ contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

- C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

☒ None ☐ Electricity (\_\_\_\_ Common Elements only \_\_\_\_ Common Elements & Apartments)

☐ Gas (\_\_\_\_ Common Elements only \_\_\_\_ Common Elements & Apartments)

☐ Water ☐ Sewer ☐ Television Cable

☐ Other \_\_\_\_\_

## V. MISCELLANEOUS

### A. Sales Documents Filed With the Real Estate Commission:

Sales documents on file with the Real Estate commission include but are not limited to:

- ☐ Notice to Owner Occupants
- ☒ Specimen Sales Contract  
Exhibit "B" contains a summary of the pertinent provisions of the sales contract.
- ☒ Escrow Agreement dated April 14, 2003  
Exhibit "D" contains a summary of the pertinent provisions of the escrow agreement.
- ☒ Other Specimen Apartment Deed

### B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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



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

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. Reprints of Hawaii's Condominium Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P.O. Box 541, Honolulu HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 3339 filed with the Real Estate Commission on May 3, 1995.

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

☐ YELLOW paper stock

☒ WHITE paper stock

☐ PINK paper stock

C. **Additional Information Not Covered Above:**

**THIS SUPPLEMENT DOES NOT AUTHORIZE THE SALE OF UNIT 6. The sale of Unit 6 shall not be allowed until August 27, 2002, the one (1) year anniversary of the publication of the Owner's Notice of Completion. Said date also corresponds to the date upon which an ALTA Policy of Title Insurance would first issue on Unit 6.**

Unit 6 is restricted to Guest House use only. A description of the County's rules and restrictions with respect to guest houses is set forth, with particularity, in Exhibit "B" to the Declaration of Condominium Property Regime of Aloha Aina.

The Developer must notify the Real Estate Commission, and provide a copy of the Listing Agreement and the identity of the broker, at such time as a broker is engaged for the purpose of selling Unit 3.

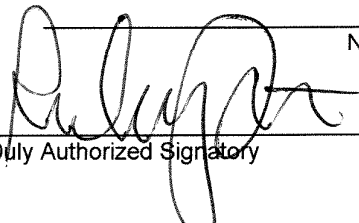
Attention is invited to the fact that the Property described in this Public Report may be subject to possible rollback or retroactive real property taxes.

The land of the Project is currently zoned agricultural. In certain cases, Hawaii Revised Statutes Chapter 205 may require that the apartments of the Project qualify and be used as farm dwellings. If one or more of the apartments must qualify as a farm dwelling, then the affected apartment 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 Hawaii Revised Statutes Chapter 205. The apartment owner desiring the farm dwelling shall be responsible for maintaining the requisite level of agricultural activity. If the owners of all apartments of the Project are required to maintain agricultural activity, then each apartment owner in the Project shall bear an equal burden, proportionate to the common interest appurtenant to the owner's apartment, for the costs 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 apartments within the Project, which costs may be a part of the common expenses of the Project.

The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report).

The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

By:  \_\_\_\_\_  
Duly Authorized Signatory

RUBY STAR  
Name of Developer

<sup>RS</sup>  
7-1-03  
Date

RUBY STAR, Developer  
Print name & title of person signing above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

**\*Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner, Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.**

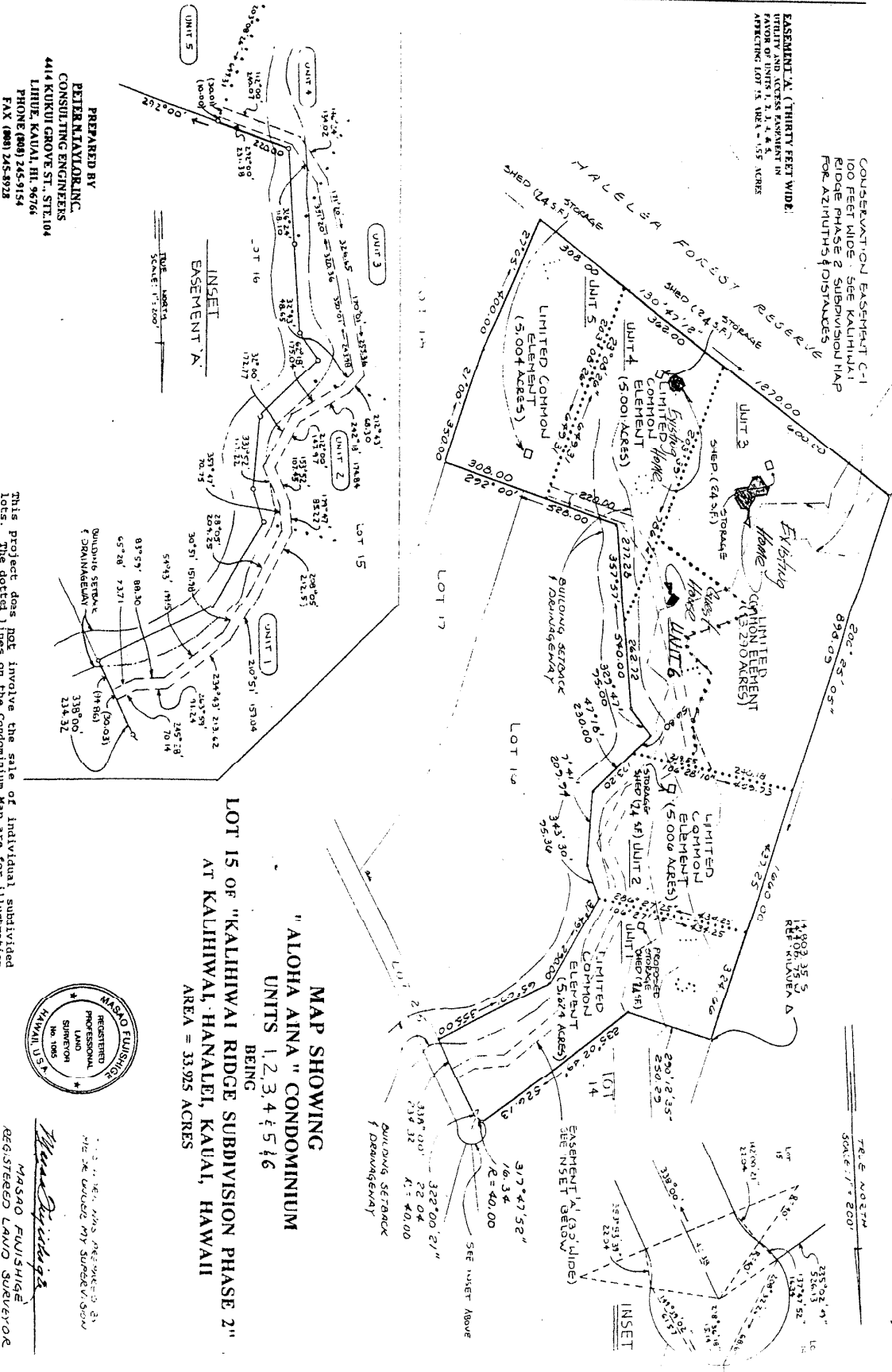
ENGINEER AND ARCHITECT  
 1000 KUKUI GROVE ST., 10TH FLOOR  
 HONOLULU, HAWAII 96813  
 (808) 551-1111

CONSERVATION EASEMENT C-1  
 100 FEET WIDE. SEE KALIHIWAI  
 RIDGE PHASE 2 SUBDIVISION MAP  
 FOR AZIMUTHS & DISTANCES

EASEMENT "A" (THIRTY FEET WIDE)  
 UTILITY AND ACCESS EASEMENT IN  
 CONJUNCTION WITH EASEMENT "A"  
 AFFECTING LOT 15. NET - 1.55 ACRES

C.C. 441 8559-B-39

(NOT TO SCALE)



MAP SHOWING  
 "ALOHA AINA" CONDOMINIUM  
 UNITS 1, 2, 3, 4 & 5  
 BEING  
 LOT 15 OF "KALIHIWAI RIDGE SUBDIVISION PHASE 2"  
 AT KALIHIWAI, HANAIEI, KAUAI, HAWAII  
 AREA = 33.925 ACRES



*Masao Fujishige*  
 MASAO FUJISHIGE  
 REGISTERED LAND SURVEYOR  
 1000 KUKUI GROVE ST., 10TH FLOOR  
 HONOLULU, HAWAII 96813  
 (808) 551-1111

This project does NOT involve the sale of individual subdivided lots. The dotted lines on the Condominium Map are for illustration

PREPARED BY  
 PETER M. TAYLOR, INC.  
 CONSULTING ENGINEERS  
 4414 KUKUI GROVE ST., 10TH FLOOR  
 HONOLULU, HAWAII 96813  
 PHONE (808) 245-9154  
 FAX (808) 245-9928

## EXHIBIT B

### SUMMARY OF SALES CONTRACT

The ALOHA AINA Sales Contract and Receipt (the "contract"), contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. The method of payment of the purchase price to the escrow agent, subject to other terms.

2. The closing date for the purchase.

3. Whether, at the time of execution of the contract, an effective date for a final public report has been issued.

4. The terms and conditions of the sale which include, among other provisions, the following:

(a) That Purchaser will receive a copy of the final public report for the project.

(b) Purchaser agrees that all payments made will be placed on deposit with escrow pursuant to the terms of the Escrow Agreement.

(c) Seller has a right to extend the closing date by 31 days or by 31 days after the public report effective date is issued, whichever is later.

(d) After issuance of the Final Public Report effective date and Buyer's waiver of its right to cancel under Hawaii Revised Statutes Section 514A-62, Purchaser shall not have the right to rescind the contract.

(e) Purchaser has received a copy of the Escrow Agreement for the Project.

(f) If Purchaser defaults, Seller may cancel the contract or bring legal action against Purchaser to force sale, obtain money damages, or retain Purchaser's deposit money held in escrow.

(g) The unit the Purchaser is purchasing will be shown on a condominium map prior to closing and will have the right to cancel if it is different from that shown on the Exhibit A.

(h) That a deed conveying clear title will be given at closing, subject to certain obligations.

(i) The Purchaser agrees to give future easements if reasonably required for the project.

(j) The Purchaser will accept the Unit "AS-IS", including, but not limited to, Purchaser assumes all risks regarding any potential hazardous materials on the condo property or property adjoining or in the vicinity, including liability for suits by third parties. Seller is, however, unaware of any such materials, chemicals or conditions on the property.

(k) The payment of commissions, if any, is set out in the contract.

(l) Time is of the essence of the obligations of Purchaser under the contract.

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

**END OF EXHIBIT B**

**EXHIBIT C**  
**SCHEDULE OF APARTMENTS AND COMMON INTERESTS**

<u>Qty.</u>	<u>Unit No.</u>	<u>Area of Limited Common Elements (Acres)*</u>	<u>No. of Br/Bath</u>	<u>Approx Net Living Area (sq. ft.)</u>	<u>Approx Other Area (sq. ft.)</u>	<u>% of Common Interest</u>
1	1	5.624	0/0	0	24	20
1	2	5.006	0/0	0	24	20
1	3	10.000	3/2	2274	0	15
1	4	5.001	2/2	1108	24	20
1	5	5.004	0	0	24	20
1	6	3.290	1/1	593	0	5

The common interest appurtenant to each unit shall be permanent. Subject to the zoning requirements and amendments of the Condominium Map and the Declaration of Condominium Property Regime, each unit owner may use his unit, alter or add to it in any manner he deems desirable, so long as it is permitted by law and the Declaration of Protective Covenants and House Rules, if any. If adjoining unit owners desire to alter and/or transfer portions of their respective units, they can do so by the filing of an amendment to the Condominium Map and Declaration of Condominium Property Regime together with their respective signatures.

**\* Note: Land areas referenced herein are not legally subdivided lots.**

**END OF EXHIBIT C**

## EXHIBIT "D"

### SUMMARY OF PORTIONS 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) 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 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.

(d) 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 final public report; (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; and (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 514A-63 and §65 have been met.

(e) 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.

**END OF EXHIBIT "D"**



**EXHIBIT E**  
**ENCUMBRANCES AGAINST TITLE**

1. Real Property Taxes - Check with the County of Kauai, Department of Finance, Real Estate Tax Division, for detailed information.

NOTE: The premises covered herein may be subject to possible rollback or retroactive property taxes.

2. DESIGNATION OF EASEMENT "C-1" for conservation purposes as shown on File Plan No. 2053.
3. DESIGNATION OF EASEMENT "D-1" for drainage purposes as shown on File Plan No. 2053.
4. DESIGNATION OF EASEMENT "W-16" for irrigation purposes as shown on File Plan No. 2053.
5. SETBACK

PURPOSE : building and drainageway  
SHOWN : on File Plan No. 2053

6. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : AGREEMENT  
DATED : March 16, 1977  
RECORDED : Liber 12110 Page 330

The foregoing includes, but is not limited to, use of the land for agricultural purposes.

7. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : KALIHIWAI RIDGE DECLARATION  
DATED : October 3, 1988  
RECORDED : Liber 22452 Page 429

Said Declaration was amended and supplemented by instruments dated July 5, 1990, recorded as Document No. 90-104733, dated November 7, 1991, recorded as Document No. 91-155979, dated August 9, 1993, recorded as Document No. 94-037305, dated March 31, 1998, recorded as Document No. 99-196189, and executed March 29, 1999, April 16, 1999 and February 2, 1999, recorded as Document No. 99-196189, and annexed by instrument dated March 17, 1992, recorded as Document No. 92-045028.

8. Unrecorded KALIHIWAI RIDGE ENVIRONMENTAL DESIGN RULES AND GUIDELINES PURSUANT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR KALIHIWAI RIDGE dated October 12, 1988, as amended.

9. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : AGREEMENT TO INCORPORATE  
AGRICULTURAL RESTRICTIONS INTO  
INSTRUMENTS OF CONVEYANCE

DATED : November 7, 1991  
RECORDED : Document No. 91-155967  
PARTIES : C. BREWER PROPERTIES, INC., and  
the COUNTY OF KAUAI PLANNING  
DEPARTMENT

10. The terms and provisions of that certain Declaration Affecting Conservation District Lands dated November 7, 1991, recorded as Document No. 91-155968, made by C. Brewer Properties, Inc., as Declarant.

11. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : INDEMNITY AGREEMENT

DATED : September 23, 1991  
RECORDED : Document No. 91-164222  
PARTIES : C. BREWER PROPERTIES, INC., a  
Hawaii corporation, "Brewer", and  
the DEPARTMENT OF PUBLIC WORKS OF  
THE COUNTY OF KAUAI, "County"  
RE : Brewer will, and does hereby  
agree to, indemnify and hold the  
County harmless from any and all  
claims, actions, or judgments for  
damage to property or injury or  
death to persons arising out of  
or resulting from the design,  
construction and diversion of  
waters caused by the drain system  
generally and specifically  
including but not limited to the  
use of the water from the  
reservoir on Lot 3 for irrigation  
and agricultural pursuits on  
their respective lot within the  
Kalihiwai Ridge, Phase II  
Subdivision, where such damage,

injury or death is adjudged or found to be the result of contamination or the reservoir from the subdivision roadways which have been dedicated by Brewer to the County, etc.

12. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DEED

DATED : December 5, 1991

RECORDED : Document No. 91-171324

13. WAIVER AND RELEASE dated --- (acknowledged February 22, 1994), recorded as Document No. 94-059006, by VIRGINIA G. MACWHINNIE, re: building permit from the Building Division of the Department of Public Works of the County of Kauai.

14. GRANT OF CONSERVATION EASEMENT dated September 17, 1993, recorded as Document No. 94-105500, by and between C. BREWER PROPERTIES, INC., a Hawaii corporation, and DEPARTMENT OF LAND AND NATURAL RESOURCES OF THE STATE OF HAWAII, by its Board of Land and Natural Resources.

15. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : AGREEMENT

DATED : November 8, 1994

RECORDED : Document No. 94-195301

PARTIES : TIM STAR and RUBY STAR, and  
COUNTY OF KAUAI PLANNING  
DEPARTMENT

RE : FARM DWELLING

16. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM  
PROPERTY REGIME FOR "ALOHA AINA"  
CONDOMINIUM PROJECT

DATED : March 6, 1995

RECORDED : Document No. 95-050496

MAP : 2235 and any amendments thereto

Said Declaration was amended by instruments dated July 17, 1995, recorded as Document No.

95-097247, dated March 16, 1995, recorded as Document No. 96-060571, dated March 16, 1999, recorded as Document No. 99-099302, and dated -- (acknowledged November 29, 2001, June 18, 2001, June 15, 2001, June 14, 2001, December 16, 2001 and June 13, 2001.

17. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF  
APARTMENT OWNERS

DATED : March 6, 1995  
RECORDED : Document No. 95-050497

18. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Apartment Deed dated June 14, 1995, recorded as Document No. 95-089175.

19. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : WATER AGREEMENT

DATED : June 16, 1999  
RECORDED : Document No. 99-116117  
PARTIES : TIM STAR and RUBY STAR, husband  
and wife, and GARY STEPHEN  
KAPLAN, single, and BEVERLY ALICE  
LEWIS, single

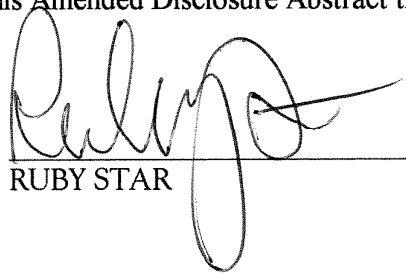
**END OF EXHIBIT E**

**EXHIBIT F**  
**AMENDED DISCLOSURE ABSTRACT**  
Pursuant to Section 514A-61, Hawaii Revised Statutes  
Registration No. 3339

1.     **Project Name:**                   **ALOHA AINA**  
  Lot 15, Kalihiwai Ridge, Phase II  
  Subdivision, Kalihiwai and Kilauea  
  Hanalei, Kauai, Hawaii
2.     **Developer:**                   **TIM & RUBY STAR**  
  6213 Kahiliholo Road  
  Kilauea, Hawaii 96754
3.     **Real Estate Broker:**       **O'CONNOR REALTY, LLC (Unit 5)**  
  P.O. Box 1122  
  Kilauea, HI 96754  
  Phone: (808) 826-1464  
  
  **COLDWELL BANKER BALI HAI REALTY, INC. (Unit 1)**  
  P.O. Box 930  
  Hanalei, HI 96714  
  Phone: (808) 826-7244
4.     **Managing Agent:**           Self-managed by the Association of Condominium Owners
5.     **Projected Maintenance Fees:** See Exhibit G to the Final Public Report for the projected maintenance fees. The Developer hereby certifies that the estimations have been based on generally accepted accounting principles.
6.     **Warranties:**                No warranties by Developer exist.
7.     **Permitted Uses:**           These units are for agricultural and permitted residential uses within the agricultural zone. There will be no commercial use except those activities permitted by the Comprehensive Zoning Ordinance of the County of Kauai.
8.     **Other Matters:**            Since issuance of the original Final Public Report for this Project, Unit 3 was divided into two separate units, Unit 3 and Unit 6, as contemplated by the original Declaration. Also, Units 3, 4 and 6 have been developed with a residence, a garage and a guest house, respectively, which development is complete.

Developer represents that in every other respect the information contained in the Final Public Report remains accurate and in full force and effect.

In witness hereof, Developer has executed this Amended Disclosure Abstract this 25 day of June, 2003.

  
\_\_\_\_\_  
RUBY STAR

---

RECEIPT

The undersigned has received a copy of the foregoing Amended Disclosure Abstract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Purchaser(s):

\_\_\_\_\_

**END OF EXHIBIT "F"**

EXHIBIT "G"

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>	
1, 2, 4 and 5	\$50.00	\$600.00
3	\$37.50	\$450.00
6	\$12.50	\$150.00

***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	\$200.00	\$2,400.00

Management

Management Fee  
Payroll and Payroll Taxes  
Office Expenses

Insurance	\$50.00	\$600.00
-----------	---------	----------

Reserves(\*)

Taxes and Government Assessments

Audit Fees

Other

TOTAL	\$250.00	<u>\$3,000.00</u>
-------	----------	-------------------

I, RUBY STAR, the developer for the ALOHA AINA 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.

RUBY STAR



Date

6-25-03



(\*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with Section 514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

**End of EXHIBIT "G"**

**NOTE:** Developer discloses that Developer has not conducted a reserve study in accordance with Section 514A-83.6, HRS, and the replacement reserve rules.

## EXHIBIT H

### SUMMARY OF DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR KALIHIWAI RIDGE

This Project is located on one of the lots of the Kalihiwai Ridge Subdivision. Lots in the subdivision are subject to a "Declaration of Protective Covenants, Conditions and Restrictions for Kalihiwai Ridge" (herein called the "Protective Covenants") dated October 3, 1988, recorded in the Bureau of Conveyances of the State of Hawaii on October 11, 1988 in Book 22452, Page 429.

This is a summary of the types of restrictions applicable to the subdivision as a whole, and to the Lot upon which this Project is located. This summary is not meant to completely recite the actual provisions of the Protective Covenants, nor to cover every issue in which a purchaser might have interest. A prospective purchaser is urged to obtain a full copy of the Protective Covenants from the Developer prior to entering into an agreement to purchase a unit in this Project.

#### ARTICLE II. CONTROL OF REAL PROPERTY USE.

Article II of the Protective Covenants has to do with the organization of the subdivision, including identifying the subdivision's developer and architects, the creation of an Association of Lot Owners, Bylaws, common area designations, Environmental Design Rules, limitation to single family residential and agricultural uses and explaining the underlying purpose controlling the use of the subdivision to enhance agricultural potential and orderly growth and development of the subdivision. Control of the subdivision by an architectural review committee includes control of structure siting, architectural style, agricultural development, drainage and landscaping. It is also necessary to receive environmental committee approval before any construction occurs.

#### ARTICLE III. THE ASSOCIATION.

This Article discusses the Lot Owner's Association, election of Boards of Directors, voting rights, notices regarding Association meetings and similar matters.

#### ARTICLE IV. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

This Article deals with the right of the Association to govern the lots, enter onto lots to determine compliance with rules, and to manage and maintain Association property. It includes the right to incur expense on behalf of the Association and acquire and hold necessary personal property to perform its functions. Creator also has the power to implement rules and regulations to enhance the value of the property and prohibit noxious and offensive activities. Each owner is entitled to a copy of every rule and regulation passed. The Association also has the power to levy fines and collect them.

#### ARTICLE V. ASSESSMENTS.

Each lot owner, in this case the project itself, will be required to pay Association fees. Payment for such fees is contemplated in the Common Expenses to be assessed for the project. This Article also deals with the method of establishing a budget and assessments. Additional assessments may be made when the need arises.

#### ARTICLE VI. USE RIGHTS AND RESTRICTIONS.

No Lot owner will be allowed to engage in activities which would risk removal of liability insurance coverage, nor may they violate the law of the State of Hawaii or ordinances of the County of Kauai. This Article also prohibits subdivision of lots or consolidation of lots without the consent of the environmental committee in compliance with certain procedures.

Condominiums must have approval of the developer, C. Brewer Properties, Inc., under Article VI. No timesharing is permitted. There are specific limits on the nature and number of vehicles and other activities that would be deemed "unsightly", as well as preclusion of other activities such as unusual accumulations of trash, garbage, refuse, lumber and other bulky materials, including farm implements which are not consistent with the use of the land or not adequately screened from public view. There is also a limitation on excessive noise and light. Agricultural animals are limited to those approved by the environmental committee for the subdivision. Animals must be properly cared for, particularly livestock, poultry, fish and game.

This Article also limits the nature and size of signs. The Article precludes mining and drilling. Clearing and grading are subject to prior approval by the environmental committee and the County of Kauai. Cultivation of crops must be performed in a good, safe manner with environmental approval on methods used to control dust, insects, weeds, and drainage. Lot owners must protect against flooding and erosion and dangerous chemicals. They must also maintain their lots at all times so that they do not become overgrown and unsightly. Owners causing damage to Association property will be required to pay for it.

#### ARTICLE VII. REGULATION OF LAKE LOTS.

This Article deals with the regulation of the lots that surround the subdivision lake, including the operation of boats and the utilization of lots fronting the lake.

#### ARTICLE VIII. EASEMENTS.

Easements are to be granted through each lot for emergency repair and other items needful for the benefit of the subdivision.

#### ARTICLE IX. KALIHIWAI RIDGE ENVIRONMENTAL COMMITTEE.

This Article discusses the creation and maintenance of the environmental committee, including its initial members and

subsequent members. It outlines committee functions, including design review for all improvements to the subdivision lots and project limited common elements. This includes the requirement of the posting of improvement bonds in the amount of \$10,000.00 per lot. The committee cannot assess a fee exceeding \$500.00 for the review of proposed plans. The committee can also adopt rules for its own procedures. Fines are discussed, including fines of over \$2,500.00 for engaging in construction without proper clearance and permission. These fines may be enforced as liens against individual lots for violative activity.

#### ARTICLE X. INSURANCE.

This Article outlines insurance requirements for the project, including minimum One Million Dollar liability coverage. Individual owners will be required to maintain insurance on their own lot.

#### ARTICLE XI. DESTRUCTION, CONDEMNATION AND RESTORATION OF KALIHIWAI RIDGE.

This Article deals with the condemnation of subdivision improvements by public authorities.

#### ARTICLE XII. EXPANSION OF KALIHIWAI RIDGE.

This Article addresses the Declarant's right to annex additional property, up to approximately three thousand acres of adjacent lands, to the Kalihiwai Subdivision and the means by which this may be accomplished.

#### ARTICLE XIII. ENFORCEMENT.

This Article discusses the method by which the rules of the subdivision may be enforced.

#### ARTICLE XIV. MISCELLANEOUS.

This Article has to do with many miscellaneous items. It includes the duration of the restrictive covenants, being initially for twenty years and an automatic extension for ten year terms unless and until seventy-five percent (75%) of the owners of lots vote to the contrary at least one year prior to the scheduled termination of the covenants. It also deals with amendments to the restrictive covenants requiring a two-thirds majority of the voting power of the Association. The amendment does not apply to the duration of the restrictive covenants, which can only be amended by one hundred percent (100%) vote. The same is true as to expansion of Kalihiwai Ridge. Other miscellaneous provisions are included, such as the means by which the restrictive covenants would be interpreted in a court of law, assignability of rights, severability of clauses that might be found illegal in similar matter.

**EXHIBIT H (continued)**  
**SUMMARY OF DESIGN RULES AND GUIDELINES**  
**FOR KALIHIWAI RIDGE**

All improvements, including site work, buildings, structures and landscaping, are subject to the Environmental Design Rules contained within the Kalihiwai Ridge Environmental Design Rules and Guidelines Pursuant to the Declaration of Protective Covenants, Conditions and Restrictions for Kalihiwai Ridge (the "Design Rules"). The Design Rules require that plans for all improvements be submitted to and approved by the Environmental Committee in accordance with the Design Rules.

Generally, the Design Rules require that improvements be designed so as to minimize regarding work and to emphasize existing natural features, thereby allowing the site to guide the design. Architectural style requires that where possible, rooflines of two-story buildings be brought down to the first floor eave level. Structures should be designed to blend with the natural landscaping and grade of the area. Roofs should have a pitch of no less than one foot vertical to three feet horizontal and no more than one foot vertical to one foot horizontal.

Wooden or concrete block fences should be designed to match the building materials and should be geometrically related to the entire design.

The overall effect of the subdivision and the improvements therein should be one of natural materials, natural textures and natural colors and forms compatible with those occurring in the natural landscape of the area.

The required front, rear, and side setbacks shall be fifty (50) feet from the respective boundaries of each Lot. Each single-family dwelling erected on a lot within the subdivision shall have a floor area of not less than 1,500 square feet, exclusive of lanais, porches, patios, garages, exterior stairways and landings and exclusive, also, of any guest facility. Each single-family residence shall be single story unless split-level or two-story construction is specifically approved by the Environmental Design Committee. Construction of improvements shall commence within twelve (12) months after the date of approval of the plans and, except for landscape improvements, shall be completed within twelve (12) months after commencement of construction.

**END OF EXHIBIT H**



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

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

WHEREAS, a "farm dwelling" is defined in Chapter 205, Hawaii Revised Statutes, and the Land Use District Regulation 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 as Tax Map Key No. \_\_\_\_\_ is entitled to \_\_\_\_\_ residential unit(s) 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 a "farm dwelling" is defined by the State Land Use District Regulations as "an individual or two or more persons related by blood, marriage or adoption or a group comprising not more than five persons, not related by blood, marriage or adoption"; and

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

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

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

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

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

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

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

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

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

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

5. That this agreement shall remain in effect so long as the land retains its Agriculture District classification under the State Land Use Commission and 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 444 Rice Street, Suite 473, Lihue, Hawaii 96766, from all claims and causes of action, either legal or equitable, which may hereafter accrue by reason of the DEPARTMENT'S execution of said Farm Dwelling Agreement; and

10. The APPLICANT(S) do(es) hereby promise to indemnify and hold the DEPARTMENT and the County of Kauai, its successors, assigns, offices, employees, agents, attorneys or any other person or legal entity connected with or legally responsible to them, harmless from any and all claims, actions, causes of action, lawsuits, demands or liability for



damages of whatever kind and nature, arising out of the DEPARTMENT'S execution of said Farm Dwelling Agreement; and

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

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

APPROVED:

APPLICANT(S):

\_\_\_\_\_  
Planning Director  
County of Kauai Planning Department

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
County Attorney  
County of Kauai

**END OF EXHIBIT "I"**

EXHIBIT "J"

R-260

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

FEB 01, 2002 08:01 AM

Doc No(s) 2002-018158

/s/CARL T. WATANABE  
ACTING  
REGISTRAR OF CONVEYANCES

LAND COURT SYSTEM

When recorded mail to:

HARVEY L. COHEN, ESQ.  
P.O. BOX 223755  
PRINCEVILLE, HI 96722

TG: A 314/1A RSL  
This document contains 9 pages

**TITLE OF DOCUMENT: FOURTH AMENDMENT TO DECLARATION OF  
CONDOMINIUM PROPERTY REGIME OF ALOHA AINA**

**PARTIES TO DOCUMENT:**

**FEE OWNERS:** CHARLES HERBERT, VAIDEHI GANESAN, JAMES C. JENNINGS,  
DUDLEY C. WILSON, TIM STAR, RUBY STAR, CAMERA OBSCURA,  
ANDREA R. MACH, JANET S. FROSTAD and SHON E. FROSTAD

**PROPERTY DESCRIPTION:** ALOHA AINA  
CONDOMINIUM MAP NO. 2235  
DOCUMENT NO. 95-050496  
KALIHIWAI, HANAIEI, KAUAI, HAWAII

**TAX MAP KEY FOR PROPERTY:** (4) 5-2-22:15

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
PROPERTY REGIME OF ALOHA AINA**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, owners of the condominium project "ALOHA AINA", hereby amend the Declaration of Condominium Project Regime dated March 6, 1995, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 95-050496, as follows:

1. Article XIII (Common Expenses) is amended to include the following second paragraph in subsection (a) (Expenses of Common Elements):

Notwithstanding any provision contained herein to the contrary, with respect to the common expenses associated with an unpaved easement road (including utility installation) to be constructed over and across Unit 4, the owner of Unit 5 shall be obligated to pay all charges, costs and expenses whatsoever associated with said construction and installation. Estimates for completing the construction of the easement road over and across Unit 4 are in the range of \$50,000 (excluding utility installation costs). After completion of the construction of the easement road (including the installation of utilities) across Unit 4, the owners of each unit shall be responsible for their proportionate share of all costs associated with the maintenance, repair, replacement and restoration of said easement road.

The undersigned do hereby declare that, except as hereby amended, said Declaration of Condominium Property Regime is hereby ratified and confirmed and shall remain in full force and effect.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and remaining pages assembled as one document.

IN WITNESS WHEREOF, the undersigned have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

[SIGNATURES AND NOTARY BLOCKS APPEAR ON FOLLOWING PAGES]

CA M

CHARLES HERBERT

Vaidehi Ganesan

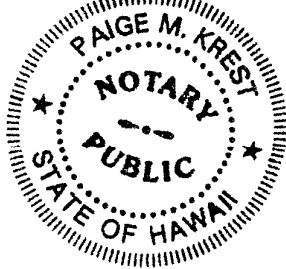
VAIDEHI GANESAN

STATE OF Hawaii )

COUNTY OF Kauai )

SS:

On this 29 day of November, 2001, personally appeared CHARLES HERBERT, to me known to be the person described in and who executed the foregoing instrument and that he executed the same as his free act and deed.



Paige M. Krest  
NOTARY PUBLIC, State of Hawaii

Print Name: Paige M. Krest

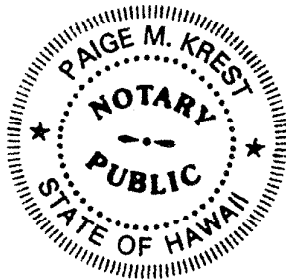
My commission expires: April 22, 2005

STATE OF Hawaii )

COUNTY OF Kauai )

SS:

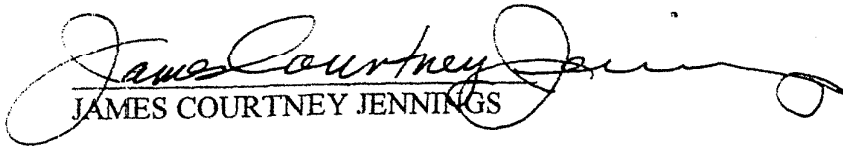
On this 29 day of November, 2001, personally appeared VAIDEHI GANESAN, to me known to be the person described in and who executed the foregoing instrument and that she executed the same as her free act and deed.



Paige M. Krest  
NOTARY PUBLIC, State of Hawaii

Print Name: Paige M. Krest

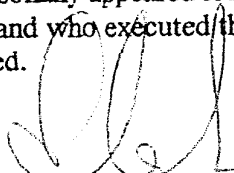
My commission expires: April 22, 2005

  
JAMES COURTNEY JENNINGS

DUDLEY CLEVELAND WILSON

STATE OF \_\_\_\_\_ )  
District of Columbia ) SS:  
COUNTY OF \_\_\_\_\_ )

On this 18<sup>th</sup> day of June, 2001, personally appeared JAMES COURTNEY JENNINGS,  
to me known to be the person described in and who executed the foregoing instrument and that  
he executed the same as his free act and deed.

  
NOTARY PUBLIC, State of District of Columbia  
Print Name: Shela Smith

My commission expires:

**My Commission Expires October 14, 2001**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_ day of June, 2001, personally appeared DUDLEY CLEVELAND WILSON,  
to me known to be the person described in and who executed the foregoing instrument and that  
he executed the same as his free act and deed.

NOTARY PUBLIC, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires:

JAMES COURTNEY JENNINGS

Dudley Cleveland Wilson  
DUDLEY CLEVELAND WILSON

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      SS:

On this \_\_\_\_ day of June, 2001, personally appeared JAMES COURTNEY JENNINGS, to me known to be the person described in and who executed the foregoing instrument and that he executed the same as his free act and deed.

NOTARY PUBLIC, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires:

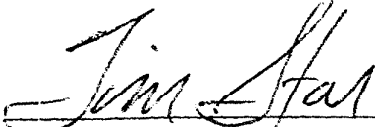
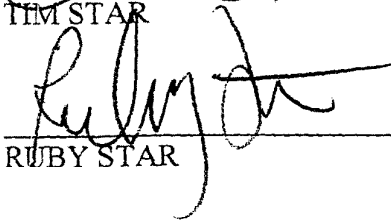
STATE OF Virginia )  
COUNTY OF Fairfax ) SS:

On this 18<sup>th</sup> day of June, 2001, personally appeared DUDLEY CLEVELAND WILSON, to me known to be the person described in and who executed the foregoing instrument and that he executed the same as his free act and deed.

Mary Ellen Kannis  
NOTARY PUBLIC, State of Virginia


Print Name: Mary Ellen Koussis

MARY ELLEN KOUSSIS  
My commission expires NOTARY PUBLIC COMMONWEALTH OF VIRGINIA  
My Commission Expires February 28, 2003

  
TIM STAR  
  
RUBY STAR

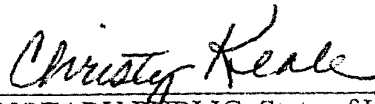
STATE OF HAWAII     )  
                                  )     SS:  
COUNTY OF KAUAI    )

On this 15 day of June, 2001, personally appeared TIM STAR, to me known to be the person described in and who executed the foregoing instrument and that he executed the same as his free act and deed.

  
NOTARY PUBLIC, State of Hawaii  
Print Name: Kevin P Horst  
My commission expires: 8/28/03

STATE OF HAWAII     )  
                                  )     SS:  
COUNTY OF KAUAI    )

On this 14<sup>th</sup> day of June, 2001, personally appeared RUBY STAR, to me known to be the person described in and who executed the foregoing instrument and that she executed the same as her free act and deed.

  
NOTARY PUBLIC, State of Hawaii  
Print Name: Christy Keale  
My commission expires: 04/22/2005

Camera Obscura, TRUSTEE  
CAMERA OBSCURA, TRUSTEE

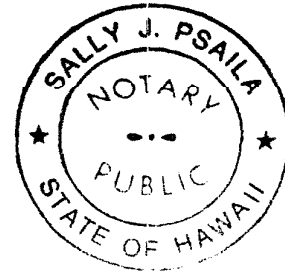
STATE OF Hawaii )  
 ) SS:  
COUNTY OF Kauai )

On this 16<sup>th</sup> day of December, 2001, personally appeared CAMERA OBSCURA, TRUSTEE, to me known to be the person described in and who executed the foregoing instrument and that she executed the same as her free act and deed.

Sally J. Psaila  
NOTARY PUBLIC, State of Hawaii

Print Name: Sally J. Psaila

My commission expires: 12/30/04



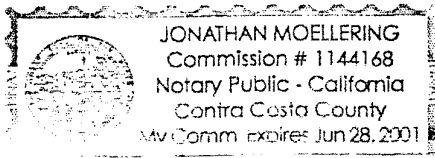


Andrea Rita Mach  
ANDREA RITA MACH

STATE OF California )  
COUNTY OF Alameda )

SS:

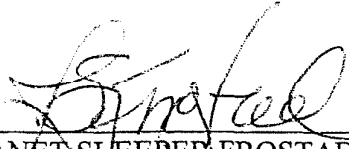

On this 13 day of June, 2001, personally appeared ANDREA RITA MACH, <sup>proved by</sup> ~~to me~~ <sup>by</sup> ~~known~~ <sup>known</sup> to be the person described in and who executed the foregoing instrument and that she executed the same as her free act and deed.



Jonathan Moellering  
NOTARY PUBLIC, State of California

Print Name: Jonathan Moellering

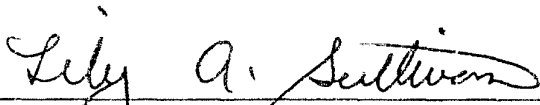
My commission expires: 06-28-01

  
\_\_\_\_\_  
JANET SLEEPER FROSTAD  
  
\_\_\_\_\_  
SHON EDWARD FROSTAD

STATE OF HAWAII       )  
                                  )  
COUNTY OF KAUAI    )       SS:

On this 14th day of June, 2001, personally appeared JANET SLEEPER FROSTAD, to me known to be the person described in and who executed the foregoing instrument and that she executed the same as her free act and deed.

L.S

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Hawaii  
Print Name: LILY A. SULLIVAN  
My commission expires: 7/30/2004

STATE OF HAWAII       )  
                                  )  
COUNTY OF KAUAI    )       SS:

On this 14th day of June, 2001, personally appeared SHON EDWARD FROSTAD, to me known to be the person described in and who executed the foregoing instrument and that he executed the same as his free act and deed.

L.S

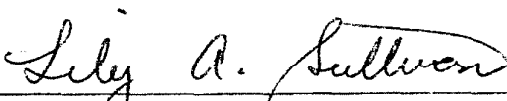
  
\_\_\_\_\_  
NOTARY PUBLIC, State of Hawaii  
Print Name: LILY A. SULLIVAN  
My commission expires: 7/30/2004

EXHIBIT "J"



R-352 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
JAN 02, 2003 08:01 AM  
Doc No(s) 2003-000354



/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

8 1/1 Z6

LAND COURT SYSTEM

REGULAR SYSTEM

When recorded mail to:

TGA 323075-C

R/s

HARVEY L. COHEN, ESQ.  
P.O. BOX 223755  
PRINCEVILLE, HI 96722

This document contains 8 pages

**TITLE OF DOCUMENT:** FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
PROPERTY REGIME OF ALOHA AINA AND  
CONDOMINIUM MAP NO. 2235

**PARTIES TO DOCUMENT:**

**FEE OWNERS:** CHARLES S. HERBERT, VAIDEHI GANESAN, JAMES C. JENNINGS,  
DUDLEY C. WILSON, TIM STAR, RUBY STAR, CAMERA OBSCURA,  
ANDREA R. MACH, JANET S. FROSTAD and SHON E. FROSTAD

**PROPERTY DESCRIPTION:** ALOHA AINA  
CONDOMINIUM MAP NO. 2235  
DOCUMENT NO. 95-050496  
KALIHIWAI, HANAIEI, KAUAI, HAWAII

**TAX MAP KEY FOR PROPERTY:** (4) 5-2-22:15

**FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
PROPERTY REGIME OF ALOHA AINA  
AND CONDOMINIUM MAP NO. 2235**

The undersigned, owners of the condominium project "ALOHA AINA", hereby further amend the Declaration of Condominium Project Regime dated March 6, 1995, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 95-050496 (the "Declaration"). Condominium Map No. 2235 (the "Condominium Map") is also hereby amended and filed concurrently herewith.

1. Article II of the Declaration entitled "Division of Property" is hereby amended by the addition of the following Unit descriptions:

Units 1, 2 and 5 are represented by the descriptions submitted with the Declaration. The descriptions of Units 3, 4 and 6 are amended to reflect the floor plans and elevations filed concurrently herewith and incorporated herein by reference as part of the Amended Condominium Map referenced herein.

2. The Declaration is hereby further amended by the filing in the Bureau of Conveyances, separately but concurrently herewith, of Amended Condominium Map No. 2235. Attached thereto is a Certificate of Architect certifying that the Amended Condominium Map and floor plans accurately depict the layout, location, Unit numbers, and dimensions of Units 3, 4 and 6 as filed with the Department of Public Works for the County of Kauai, State of Hawaii, "as built".

3. The undersigned do hereby declare that, except as hereby amended, said Declaration, including all previous amendments thereto, is hereby ratified and confirmed and shall remain in full force and effect.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and remaining pages assembled as one document.

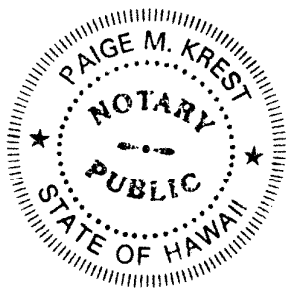
IN WITNESS WHEREOF, the undersigned have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Charles S. Herbert  
CHARLES S. HERBERT

Vaidehi Ganesan  
VAIDEHI GANESAN

STATE OF Hawaii )  
COUNTY OF Kauai ) SS:

On this 12<sup>th</sup> day of December, 2002, personally appeared CHARLES S. HERBERT, to me known to be the person described in and who executed the foregoing instrument and that he executed the same as his free act and deed.



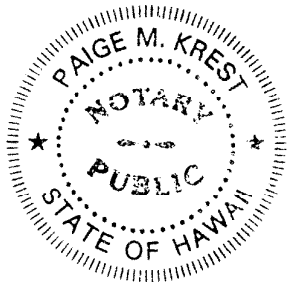
Paige M. Krest  
NOTARY PUBLIC, State of Hawaii

Print Name: Paige M. Krest

My commission expires: April 22, 2005

STATE OF Hawaii )  
COUNTY OF Kauai ) SS:

On this 12<sup>th</sup> day of December, 2002, personally appeared VAIDEHI GANESAN, to me known to be the person described in and who executed the foregoing instrument and that she executed the same as her free act and deed.



Paige M. Krest  
NOTARY PUBLIC, State of Hawaii

Print Name: Paige M. Krest

My commission expires: April 22, 2005

James Courtney Jennings  
JAMES COURTNEY JENNINGS

Dudley Cleveland Wilson  
DUDLEY CLEVELAND WILSON

STATE OF MD )  
 )  
COUNTY OF Prince George's ) SS:

On this 12 day of November, 2002, personally appeared JAMES COURTNEY JENNINGS, to me known to be the person described in and who executed the foregoing instrument and that he executed the same as his free act and deed.

Dolores Vyhous  
NOTARY PUBLIC, State of MD

Print Name: DOLORES VYHOUS

My commission expires: 11/11/03


STATE OF MD )  
 )  
COUNTY OF Montgomery ) SS:

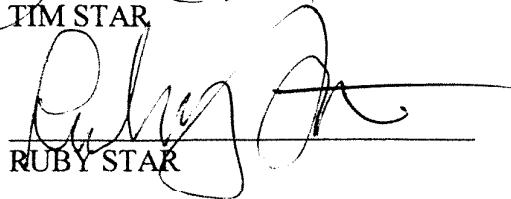
On this 14 day of November, 2002, personally appeared DUDLEY CLEVELAND WILSON, to me known to be the person described in and who executed the foregoing instrument and that he executed the same as his free act and deed.

Scott Talbot  
NOTARY PUBLIC, State of MD

Print Name: SCOTT TALBOT


My commission expires: 11/24/02

  
TIM STAR

  
RUBY STAR

STATE OF HAWAII       )  
                                  )  
COUNTY OF KAUAI     )       SS:

On this 26<sup>th</sup> day of November, 2002, personally appeared TIM STAR, to me known to be the person described in and who executed the foregoing instrument and that he executed the same as his free act and deed.

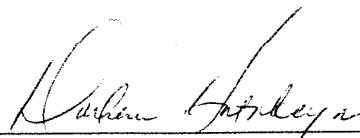
  
NOTARY PUBLIC, State of Hawaii

Print Name: DEBORAH L. LUM

My commission expires: 9-26-2006

STATE OF HAWAII       )  
                                  )  
COUNTY OF KAUAI     )       SS:

On this 4<sup>th</sup> day of Nov, 2002, personally appeared RUBY STAR, to me known to be the person described in and who executed the foregoing instrument and that she executed the same as her free act and deed.

  
NOTARY PUBLIC, State of Hawaii

Print Name: \_\_\_\_\_

My commission expires: 8/7/2005

CS

ESTHER PAIK  
ESTHER PAIK (formerly known as  
Camera Obscura)

STATE OF Hawaii )  
 )  
COUNTY OF Kauai ) SS:

On this 20 day of December, 2002, personally appeared ESTHER PAIK, to me known to be the person described in and who executed the foregoing instrument and that she executed the same as her free act and deed.

[Signature]  
NOTARY PUBLIC, State of SALVADOR

Print Name: James W. Hicks

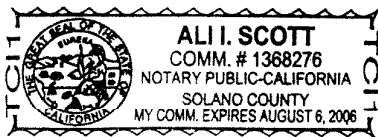
My commission expires: 3/30/06



Andrea Rita Mach  
ANDREA RITA MACH

STATE OF California )  
 )  
COUNTY OF Solano ) SS:

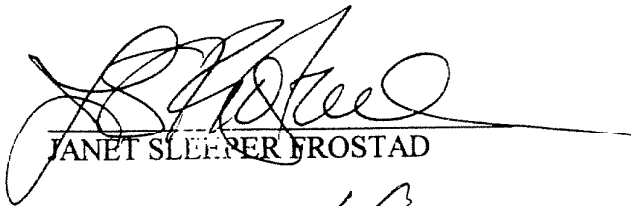
On this 26 day of October, 2002, personally appeared ANDREA RITA MACH, to me known to be the person described in and who executed the foregoing instrument and that she executed the same as her free act and deed.



Ali I. Scott  
NOTARY PUBLIC, State of California

Print Name: Ali I. Scott

My commission expires: 8-6-06

  
JANET SLEEPER FROSTAD

  
SHON EDWARD FROSTAD

STATE OF HAWAII           )  
  )     SS:  
COUNTY OF KAUAI        )

On this 21<sup>st</sup> day of November, 2002, personally appeared JANET SLEEPER FROSTAD, to me known to be the person described in and who executed the foregoing instrument and that she executed the same as her free act and deed.

L.S.

  
NOTARY PUBLIC, State of Hawaii


Print Name: Joanne V. Schergen

My commission expires: 6/14/04

STATE OF HAWAII           )  
  )     SS:  
COUNTY OF KAUAI        )

On this 21<sup>st</sup> day of November, 2002, personally appeared SHON EDWARD FROSTAD, to me known to be the person described in and who executed the foregoing instrument and that he executed the same as his free act and deed.

L.S.

  
NOTARY PUBLIC, State of Hawaii

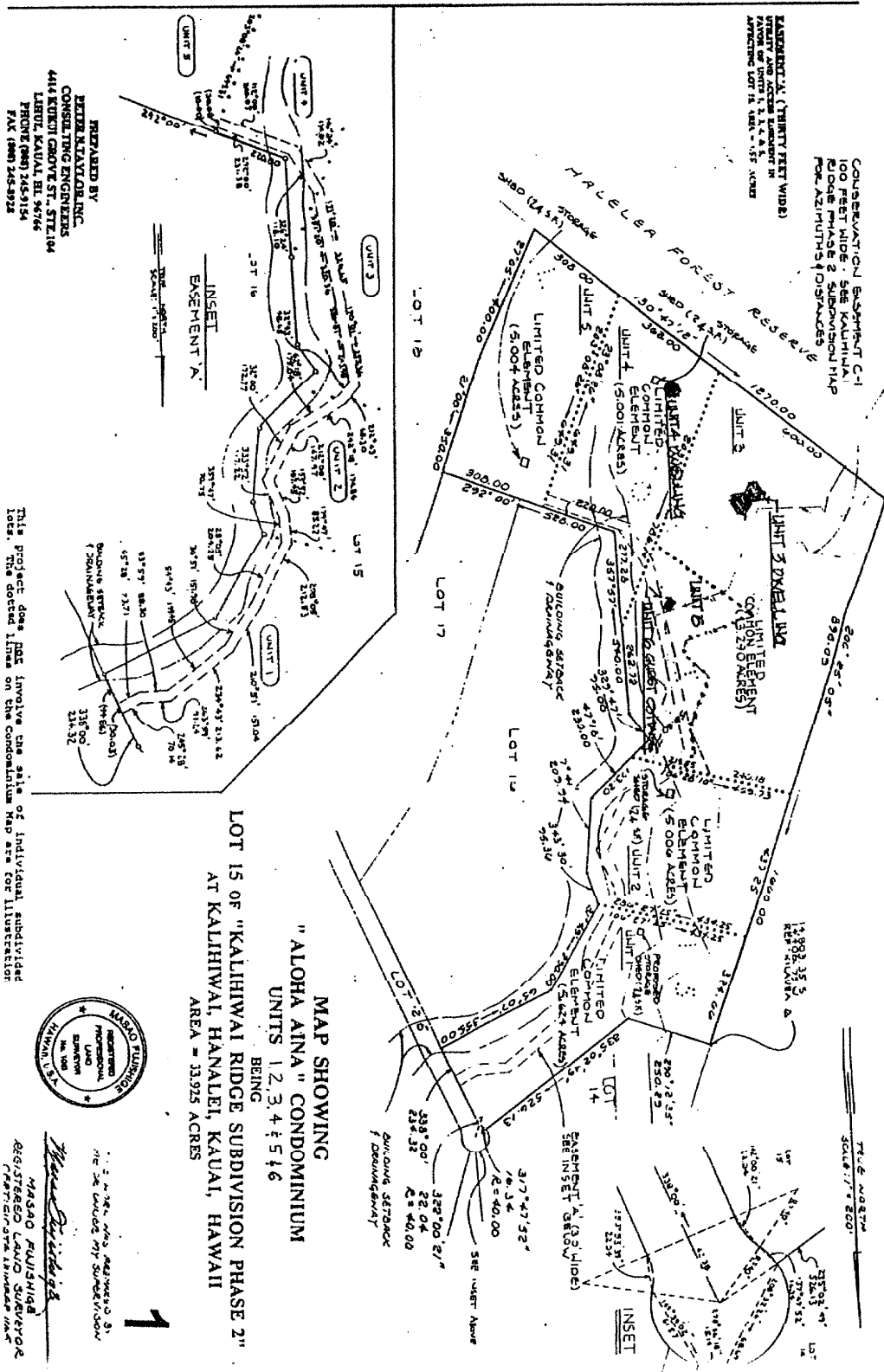
Print Name: Joanne V. Schergen

My commission expires: 6/14/04

RECORDING ACTIVITY REPORT, 11-1-87  
 11-1-87  
 11-1-87

C. C. AND D. S. - 39

(NOT TO SCALE)



PREPARED BY  
 BETTE KALYAN  
 CONSULTING ENGINEERS  
 4414 KUKUI DRIVE, ST. 312, 104  
 LAIE, KAUAI, HI. 96766  
 PHONE (808) 245-9154  
 FAX (808) 245-9122

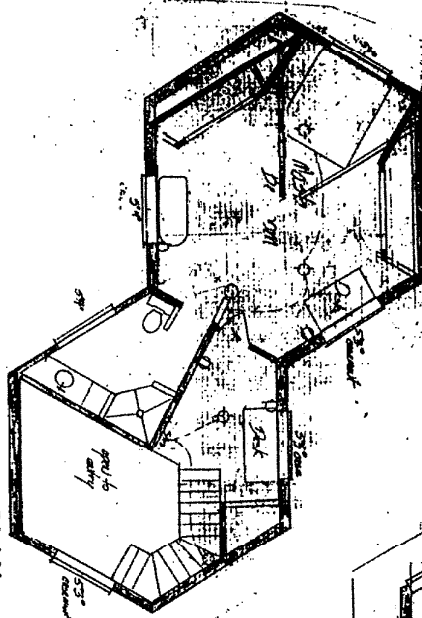
This project does not involve the sale of individual subdivided lots. The dotted lines on the subdivision map are for illustration.



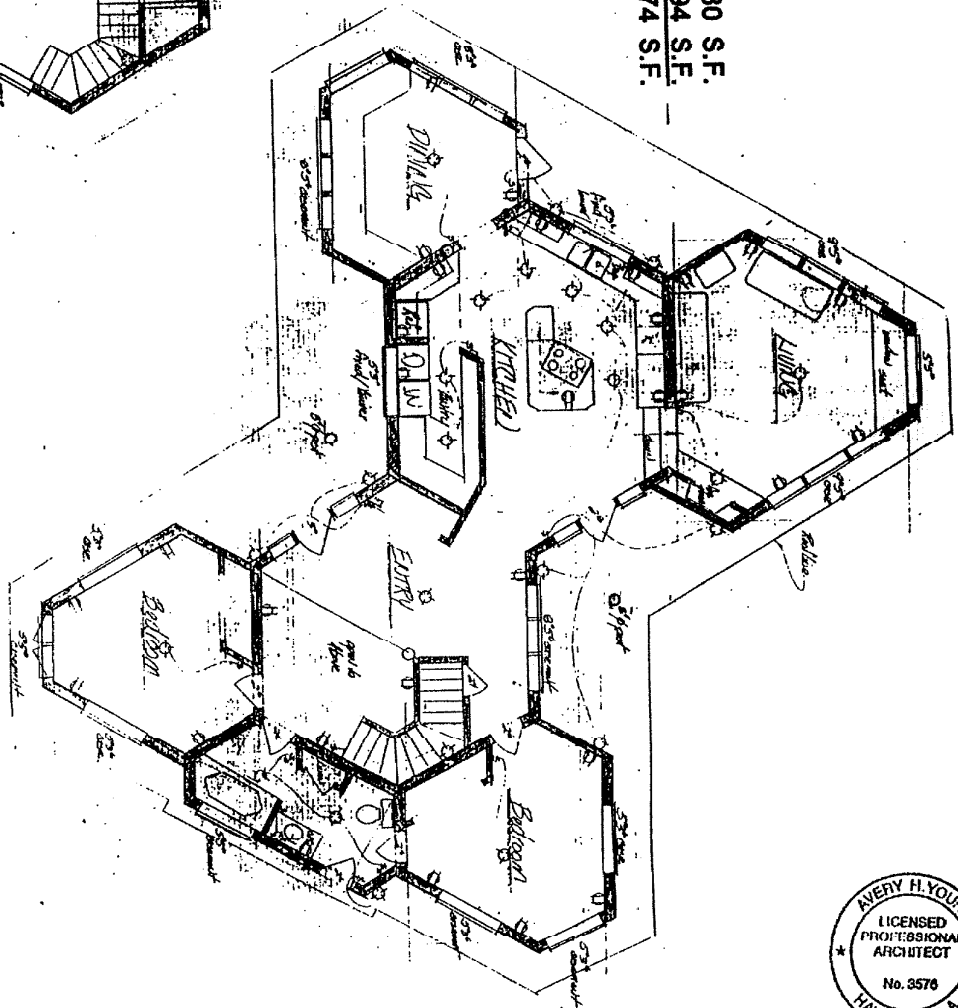
*Masa O Fukushima*  
 REGISTERED LAND SURVEYOR  
 (HAWAII)

**UNIT 3 DWELLING**  
**1<sup>ST</sup> FLOOR LIVING AREA** 1,580 S.F.  
**2<sup>ND</sup> FLOOR LIVING AREA** 694 S.F.  
**TOTAL AREA** 2,274 S.F.

**UPPER FLOOR PLAN**



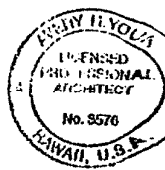
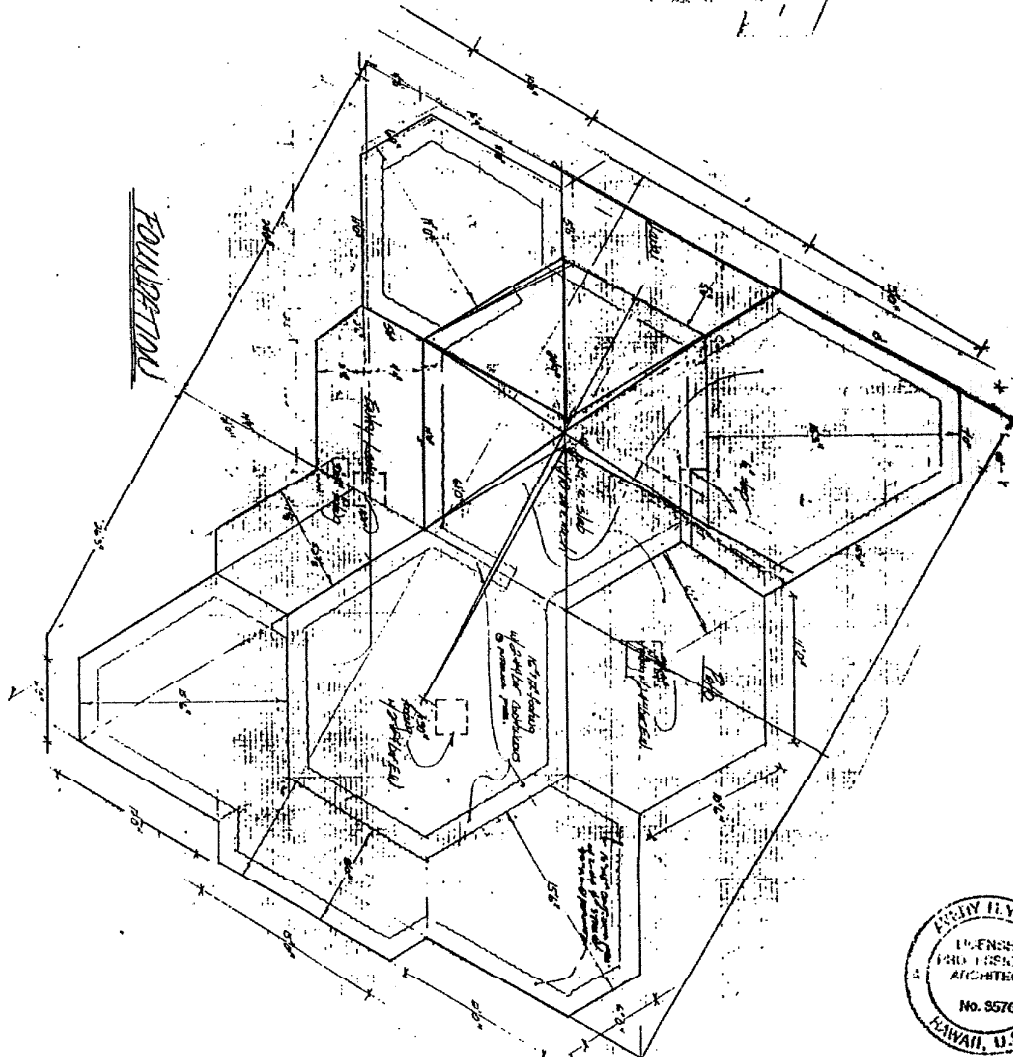
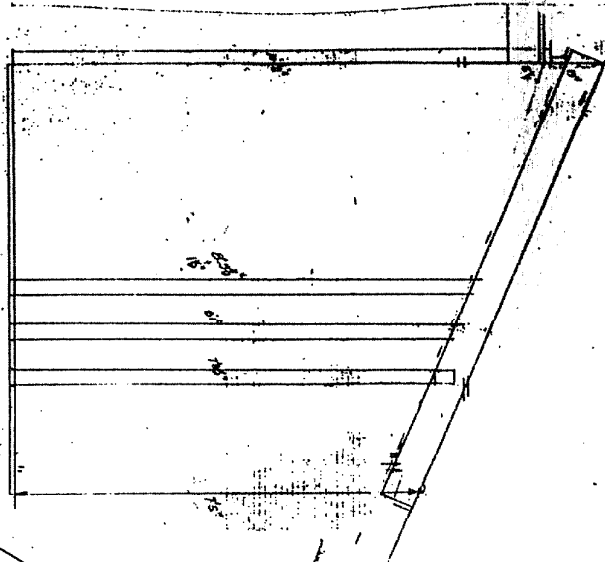
**GRND. FLOOR PLAN**



**ALOHA AINA CONDOMINIUM – UNIT 3 DWELLING**  
**OWNERS: TIM & RUBY STAR**  
**T.M.K.: (4) 5-2-22: 15**  
**KALANANAL KANALI HAWAII**

This work was prepared by me  
or under my supervision and  
control of this project  
with no other observation.

*[Signature]*  
Avery H. Young

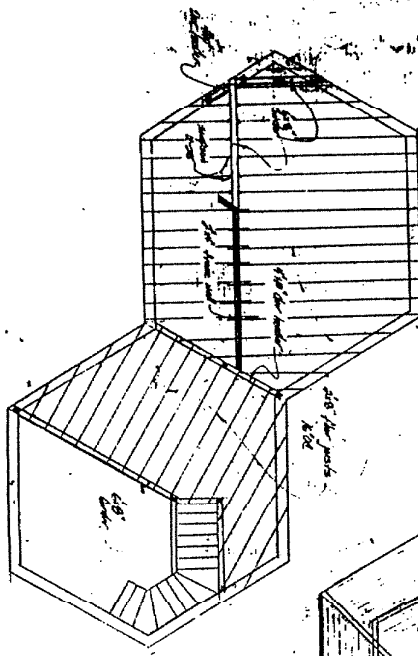


3

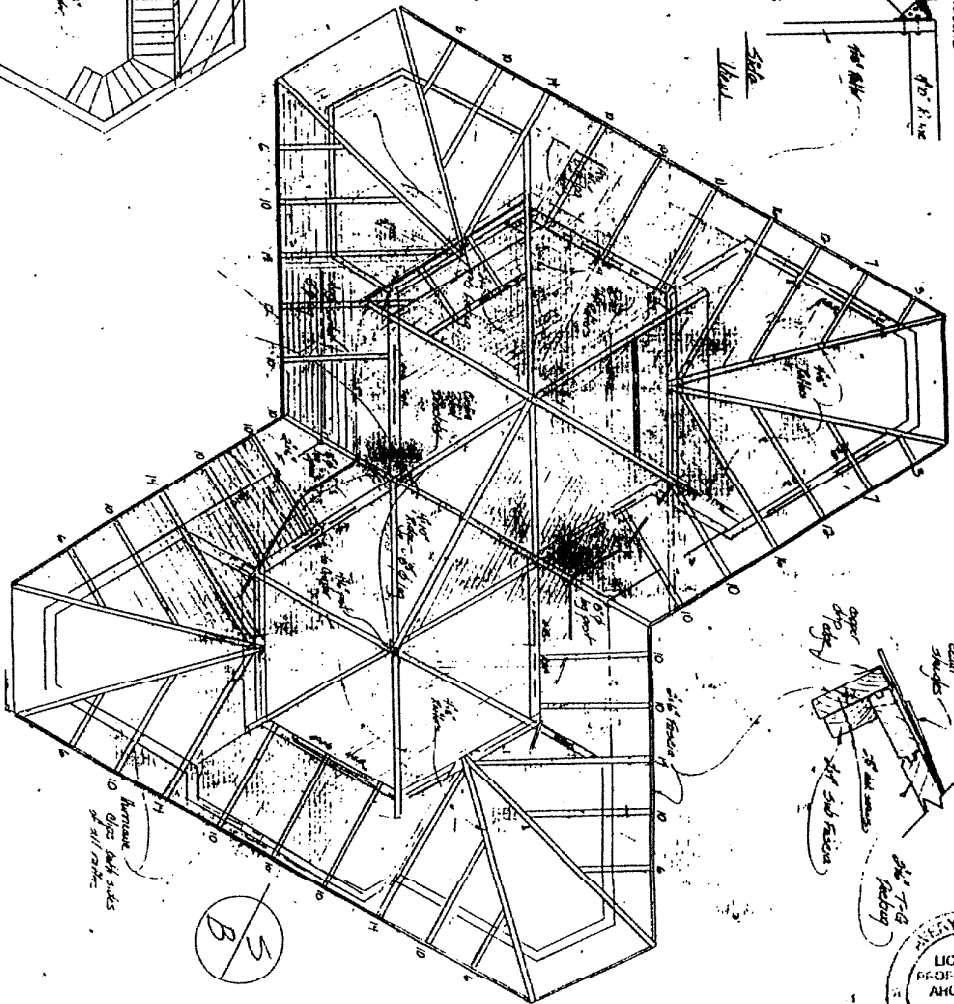
**ALOHA AINA CONDOMINIUM – UNIT 3 DWELLING**  
**OWNERS: TIM & RUBY STAR**  
**T.M.K.: (4) 5-2-22: 15**  
**KALIHIWAI, KAUAI, HAWAII**

This work was prepared by me or under my supervision and construction of this project will be under my observation.

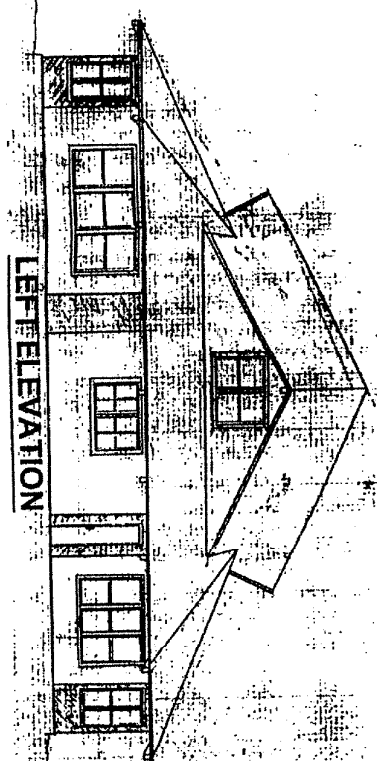
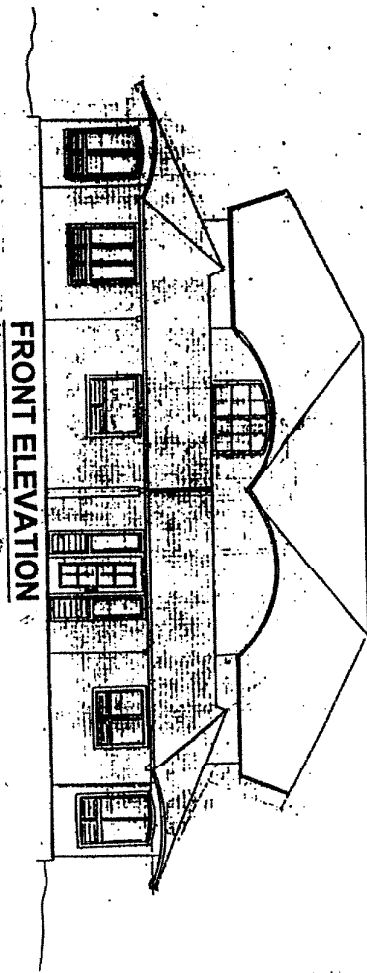
SECOND FLOOR FRAMING PLAN



ROOF FRAMING PLAN

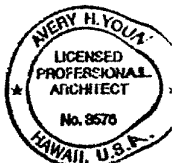
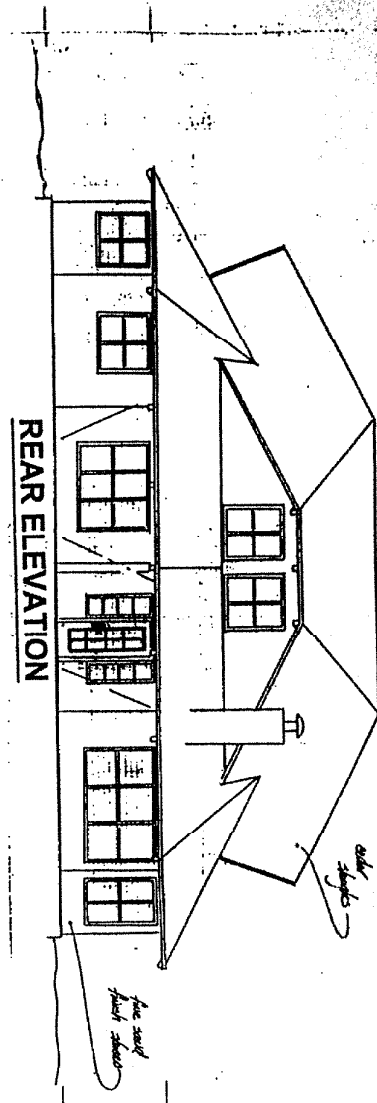
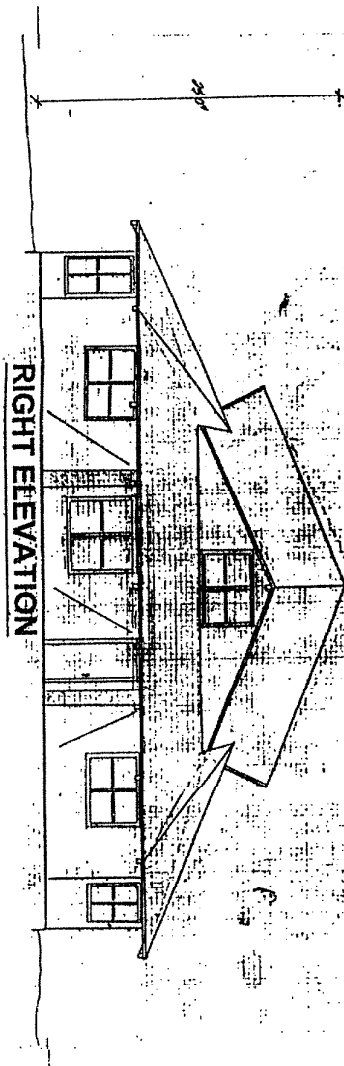


UNIT & GUEST COTTAGE



5 ALOHA AINA CONDOMINIUM – UNIT 3 DWELLING  
 OWNERS: TIM & RUBY STAR  
 T.M.K.: (4) 5-2-22: 15  
 KALIHIWAI, KAUAI, HAWAII

This work was prepared by me  
 or under my supervision and  
 construction of this project  
 will be under my observation.  
*[Signature]*  
 Signature

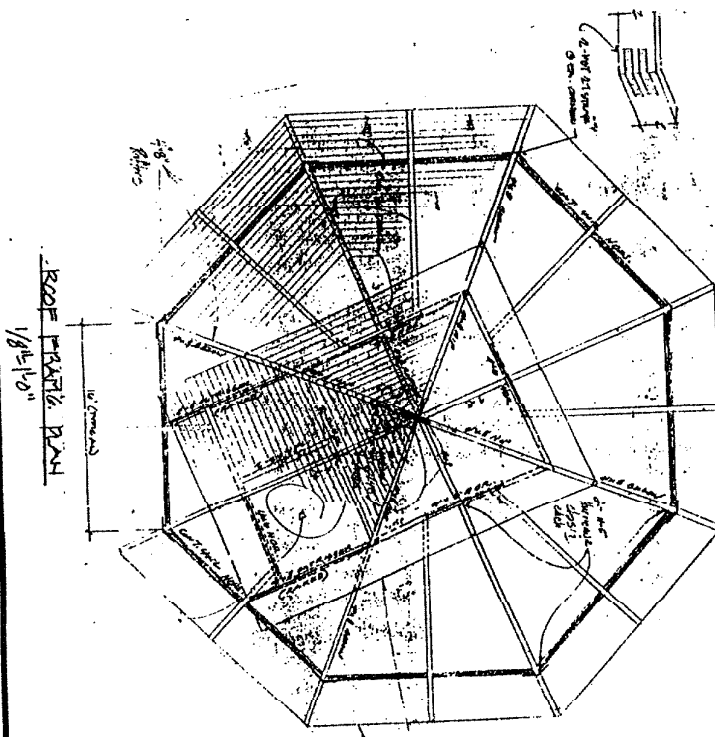
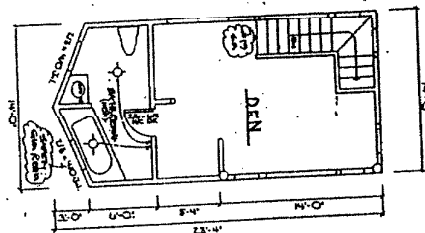
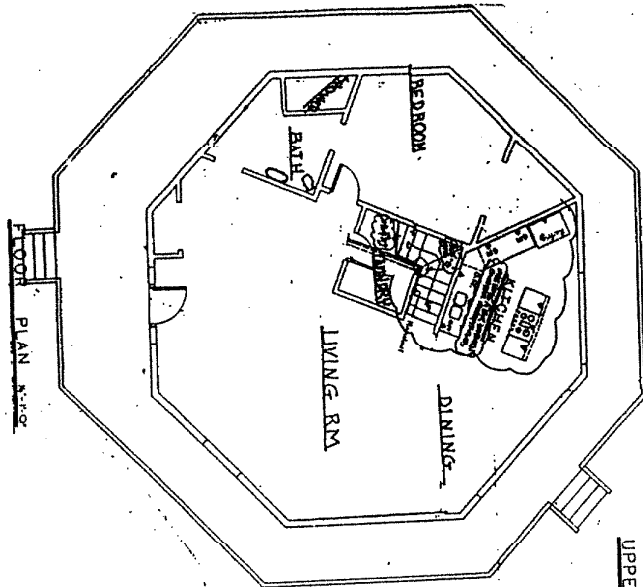


**ALOHA AINA CONDOMINIUM – UNIT 3 DWELLING**  
**OWNERS: TIM & RUBY STAR**  
**T.M.K.: (4) 5-2-22: 15**  
**KALIHIWAI, KAUAI, HAWAII**

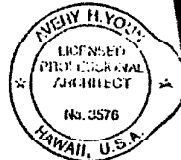
This work was prepared by me  
 or under my supervision and  
 construction of this project  
 will be under my observation

*[Signature]*  
 Signature





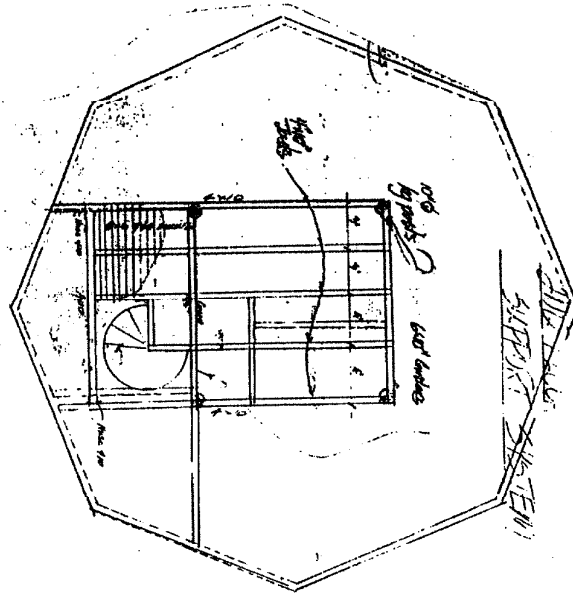
**UNIT 4 DWELLING**  
**1ST FLOOR LIVING AREA** 860 S.F.  
**2ND FLOOR LIVING AREA** 284 S.F.  
**TOTAL AREA** 1,108 S.F.



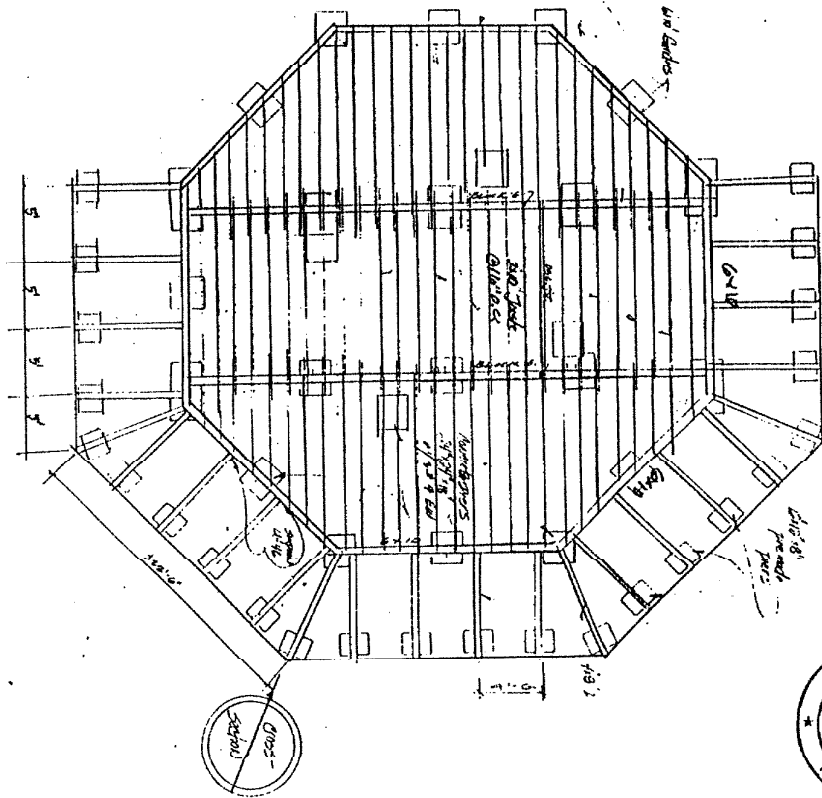
**ALOHA AINA CONDOMINIUM - UNIT 4 DWELLING**  
**OWNERS: CAMERA OBSCURA, TRUSTEE**  
**T.M.K.: (4) 5-2-22: 15**  
**KALIHIWAI, KAUAI, HAWAII**

This work was prepared by me or under my supervision and construction of this project will be under my observation.

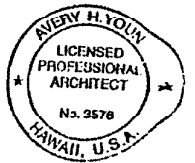
*[Signature]*  
 Signature



COFFERING  
1/8"=1'-0"



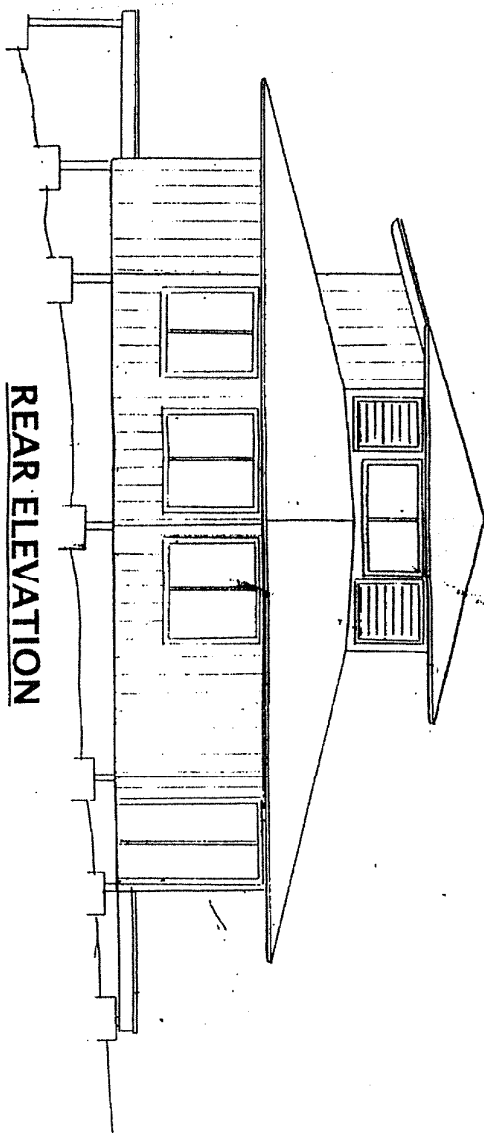
FOUNDATION/1ST FL. FRAMING PLAN  
1/8"=1'-0"



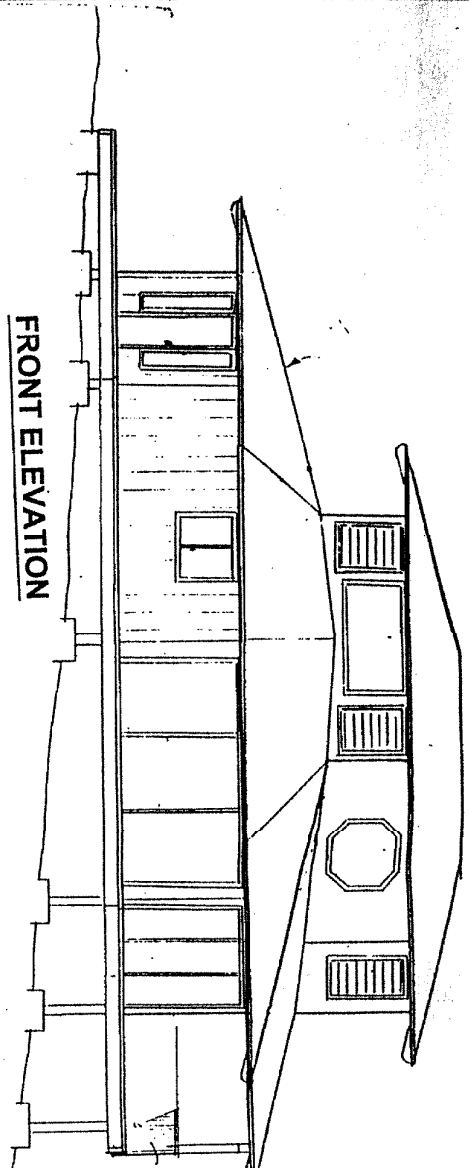
8

ALOHA AINA CONDOMINIUM - UNIT 4 DWELLING  
OWNERS: CAMERA OBSCURA, TRUSTEE  
T.M.K.: (4) 5-2-22: 15  
KALIHIWAI, KAUAI, HAWAII

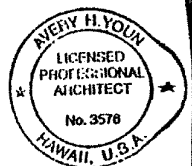
This work was prepared by me  
or under my supervision and  
construction of this project  
will be under my observations.  
*[Signature]*  
Architect



REAR ELEVATION



FRONT ELEVATION



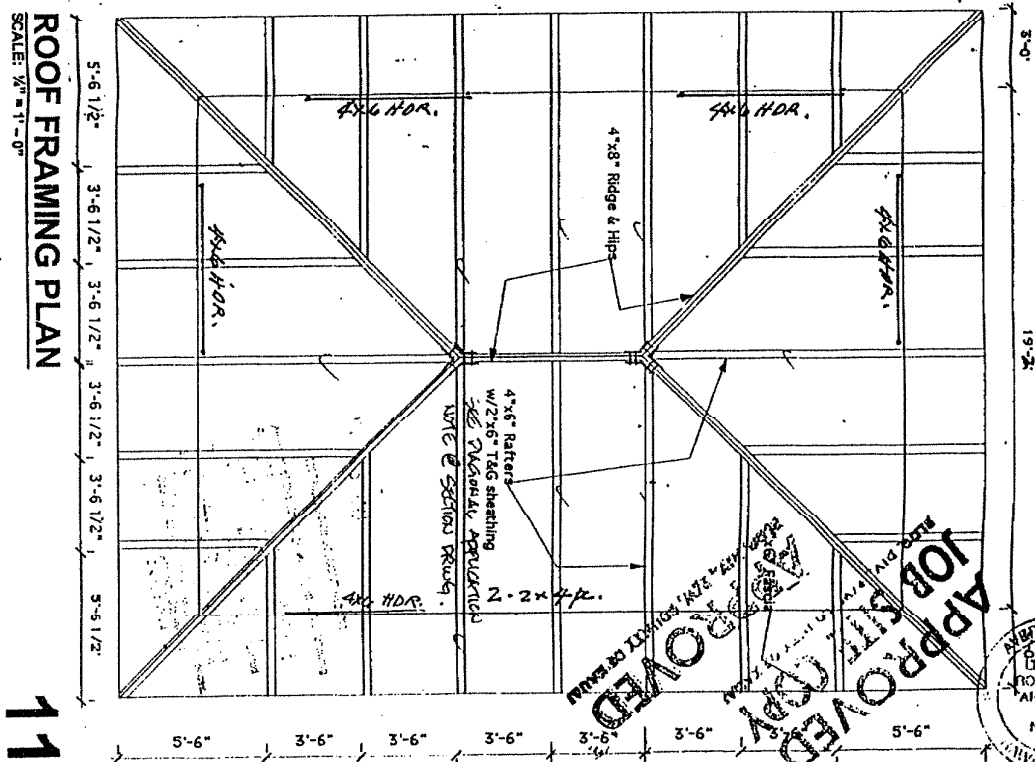
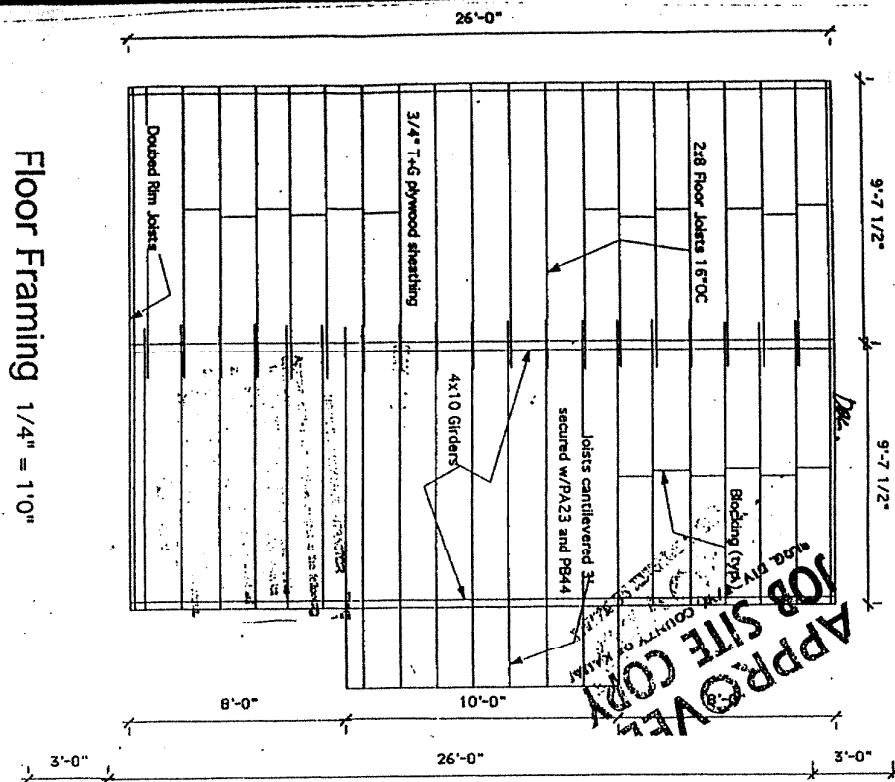
9

ALOHA AINA CONDOMINIUM – UNIT 4 DWELLING  
 OWNERS: CAMERA OBSCURA, TRUSTEE  
 T.M.K.: (4) 5-2-22: 15  
 KALIHIWAI, KAUAI, HAWAII

This work was prepared by me  
 or under my supervision and  
 construction of this project  
 will be under my observation.

*[Signature]*  
 MERRY H. YOUNG

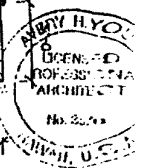


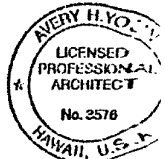
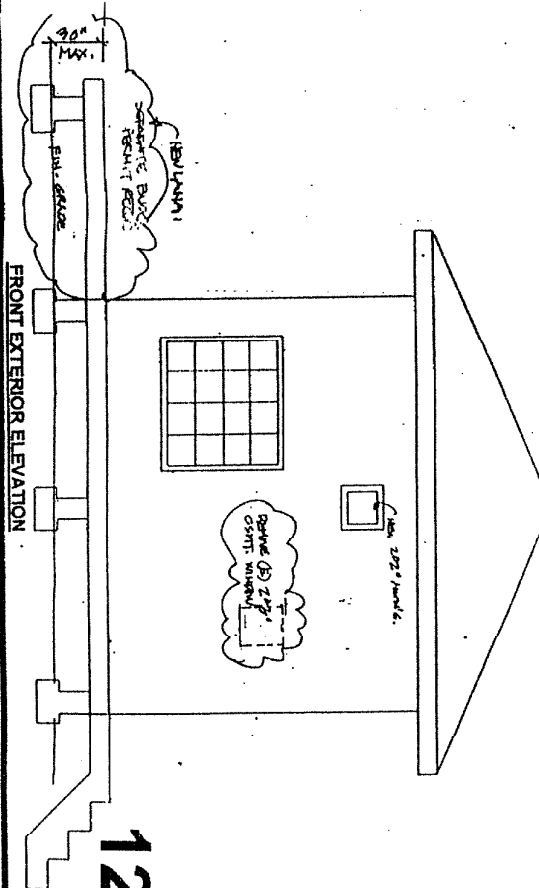
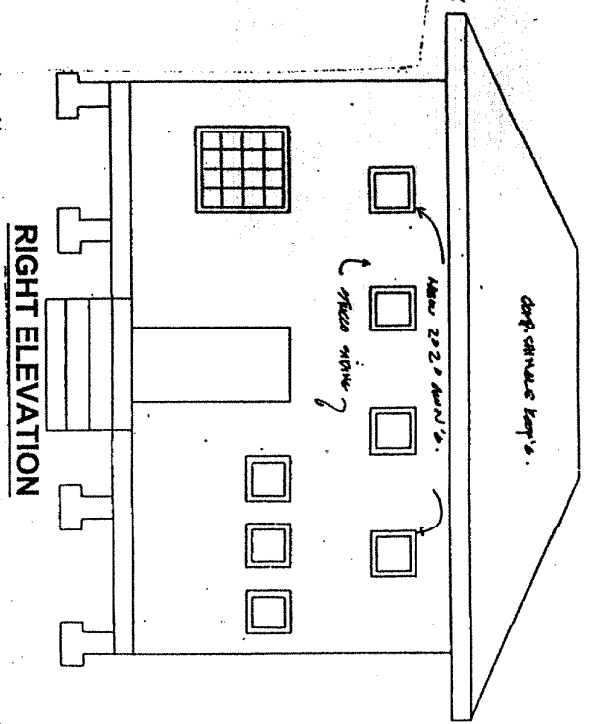


**ALOHA AINA CONDOMINIUM - UNIT 6 GUEST COTTAGE**  
**OWNERS: SHON E. & JANET S. FROSTAD**  
**T.M.K.: (4) 5-2-22: 15**  
**KALIHIWAI, KAUAI, HAWAII**

This work was prepared by me or under my supervision and construction of this project will be under my observation

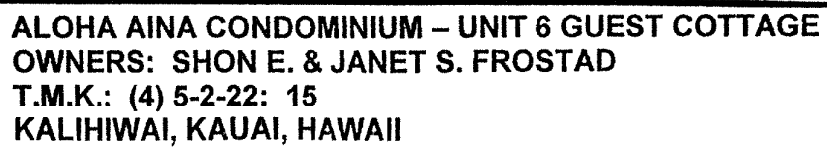
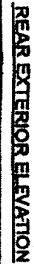
*[Signature]*  
 S. E. Frostad






ALOHA AINA CONDOMINIUM – UNIT 6 GUEST COTTAGE  
 OWNERS: SHON E. & JANET S. FROSTAD  
 T.M.K.: (4) 5-2-22: 15  
 KALIHIWAI, KAUAI, HAWAII

This work was prepared by me or under my supervision and construction of this project will be under my observation.  
*[Signature]*  
 Architect



This work was prepared by  
or under my supervision &  
construction of this proj  
will be under my supervisi-

construction of this project  
will be under my personal  
  
\_\_\_\_\_