

IMPORTANT - - Read This Developer Prepared Report Before Buying

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

CONDOMINIUM PUBLIC REPORT (Unit 3 only)

Prepared &

Issued by: Developer: WILLIAM HIBBS LYDGATE

Business Address: P.O. Box 68, Kapaa, HI 96746

Project Name(*): LYDGATE RISE AGRICULTURAL CONDOMINIUM (affecting Unit 3 only)

Address: 5730 Olohena Road, Kapaa, Hawai'i 96741

Registration No. 4424

Effective date: December 26, 2018

Expiration date: January 26, 2018

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: _____
[x] Final Public Report dated: May 9, 2000 and
[x] Supplementary Public Report dated: March 2, 2001
- And [x] Supersedes all prior public reports
[] Must be read together with _____
[x] This report reactivates the Supplementary Public Report
public report(s) which expired on June 22, 2002

(*) Exactly as named in the Declaration

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

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104/0107/0816/0317

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

- Required and attached to this report (attached hereto as Exhibit G) Not required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

- No prior reports have been issued by the developer.

- Changes made are as follows:

- A. The Condominium Map No. 3085 and Floor Plans and Elevations are amended to reflect the construction of a dwelling and accessory structures on Unit 3 (See Exhibit H attached hereto).
- B. The Declaration is amended to reflect changes as stated in Item A above.
- C. The original Developer conveyed its interest in Unit 3 to Emily Lydgate and William Hibbs Lydgate (Lydgates), as tenants, in common by Quitclaim Deed dated July 2, 2007 and recorded as Document No. 2007-124110. Lydgates are now the Owners of Unit 3 (See Pages 1, 3, 5, 10, 14, 16, and Exhibit F attached hereto). William Hibbs Lydgate is the Developer.
- D. KW Kauai is the Listing Agent for Unit 3 (See Pages 3, 5, 20, and Exhibit G attached hereto).
- E. The Laws Offices of Glen T. Hale LLLC is the Attorney for this project (See Pages 3, 5 and Exhibit G attached hereto).
- F. Page 14 is amended to reflect the issuance of a current title report for the Project together with amended Exhibit F that contains a current list of encumbrances against title.
- G. Page 18 is amended to reflect the current Escrow Agreement, together with amended Exhibit D that is a summary of the escrow agreement.
- H. Page 20 is amended removing the prior disclosure regarding realtor, and amending information regarding the Unit 3.
- I. Exhibit B is replaced with a summary of effective provisions of the Purchase Contract and its Addendum.

SPECIAL NOTICE:

This is a condominium project, not a subdivision. There are County restrictions on the number of dwelling units, or other structures, which may be built upon the property. Therefore, unless the purchaser is purchasing an existing dwelling, there is no assurance that the purchaser will be able to build a dwelling unit on the property. There also is no assurance that the purchaser will be able to convert an existing non-residential structure to residential use. The purchaser should consult with the appropriate County agencies to determine whether the purchaser may build a dwelling unit, or any other type of structure.

1. Unit 3 consists of a two-story dwelling located within the 8.564 acre limited common element appurtenant to Apartment Unit 3. The Developer constructed nine (9) accessory structures and other improvements within Unit 3's limited common element (See Exhibit H attached hereto). A second dwelling is not allowed on Unit 3.
2. Issuance of an effective date for this Public Report does not constitute an approval of the project by the Real Estate Commission, or any other governmental agency, nor does it imply that all County codes, ordinances and subdivision requirements have been complied with.
3. This project does not involve the sale of individual subdivided lots. The land area beneath and immediately adjacent to each unit, as shown on the Condominium Map, is designated as a limited common element for that unit and does not represent a legally subdivided lot. The dotted or dash lines on the Condominium Map generally represent the location of the limited common element or easements assigned to each unit.
4. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

(See Page 2a attached)

SPECIAL NOTICE (continued):

5. The project is within the State Land Use Commission Agricultural District. The Developer discloses that, in order to process the necessary permits for the construction of a farm dwelling and the processing of a farm dwelling agreement on agriculturally zoned parcels, authorization from at least 75% of the legal and equitable ownership of the entire project shall be required, consistent with the Declaration of Condominium Property Regime and the Bylaws. Except as limited specifically by the project documents of record, all uses permitted in the agricultural zone are permitted. Such uses include, but are not limited to, growing crops, raising animals, residence, diversified agriculture, forestry, orchards and nurseries and wildlife management. See Kauai County Comprehensive Zoning Ordinance, Article 8.7. for detailed information. In relation to specifically permitted uses of buildings and other improvements, structures shall only be occupied or used for agriculture, associated residential uses or other uses permitted by law and the recorded project documents. A farm dwelling may not be constructed unless a unit owner demonstrates to the County his ability to derive income from his property, established and verified prior to any building permit approval.

6. A new condominium law for the State of Hawaii took effect as of July 1, 2006, and is codified as Hawaii Revised Statutes, Chapter 514B ("HRS 514B"). The former condominium law, found at Hawaii Revised Statutes, Chapter 514A, will continue to be applicable to this Project until December 31, 2018, after which date HRS 514B shall govern all condominiums in the State. Buyers should retain counsel to answer any questions they may have with regard to the effect HRS 514B will have on this project.

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

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EXHIBIT B:	Amended Encumbrances Against Title
EXHIBIT C:	Estimate of Initial Maintenance Fees and Disbursements
EXHIBIT D:	Amended Summary of Sales Contract
EXHIBIT E:	Summary of Escrow Agreement
EXHIBIT F:	Memorandums from the County of Kauai Planning Department (dated 05/25/00 and 04/19/01)
EXHIBIT G:	Amended Disclosure Abstract
EXHIBIT H:	Amended (Second) Condominium Map; and Amended Floor Plans and Elevations (as to Unit 3)

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: William Hibbs Lydgate Phone: (808) 635-2095
Name* (Business)
P.O. Box 68
Business Address
Kapaa, Hawaii 96746

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

N/A

Real Estate Broker*: KW Kauai (Unit 3 only) Phone: (808) 635-9999
Name (Business)
4-971 Kuhio Highway
Business Address
Kapaa, Hawaii 96746

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211
Name (Business)
235 Queen Street, First Floor
Business Address
Honolulu, Hawaii 96813

General Contractor*: Associa Hawaii Phone: (808) 821-2122
Name (Business)
4-1579 Kuhio Highway, #102a
Business Address
Kapaa, Hawaii 96746

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

Attorney for Developer: Glen T. Hale Phone: 808-245-4100
Law Offices of Glen T. Hale (Business)
Name
2970 Kele Street Suite 210 (until sixty days after the effective date)
Business Address
Lihue, Hawaii 96766-1803

*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. 2000-059239

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 Lydgate Rise Agricultural Condominium, dated March 2, 2001 and recorded as Document No. 2001-033779; Amendment to Declaration of Condominium Property Regime of Lydgate Rise Agricultural Condominium and Amended Condominium Map No. 3085, undated (notarized on May 21, 2015) and recorded as Document No. A-56300862; and Third Amendment to Declaration of Condominium Property Regime of Lydgate Rise Agricultural Condominium Affecting Unit 3 Only and Amended Condominium Map No. 3085, dated October 10, 2018 and recorded as Document No. A-68631121.

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. 3085

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]: First Amendment to Declaration of Condominium Property Regime of Lydgate Rise Agricultural Condominium, dated March 2, 2001 and recorded as Document No. 2001-033779; and Third Amendment to Declaration of Condominium Property Regime of Lydgate Rise Agricultural Condominium Affecting Unit 3 Only and Amended Condominium Map No. 3085, dated October 10, 2018 and recorded as Document No. A-68631121.

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. 2000-059240

Book _____ Page _____

Filed - Land Court:

Document No. _____

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

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

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

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

1. **Apartment Owners:** Minimum percentage of common 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%*	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	75%	<u>N/A</u>

*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:

The Developer has reserved the right to amend the Declaration and Condominium Map for the purpose of adjusting the plan or description of any apartment which may be improved, enlarged, or altered upon the condition that no such amendment shall in any way alter any apartment or common interest thereof which has been conveyed by the Developer prior to the filing of such amendment in the Bureau of Conveyances, State of Hawaii.

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: 5730 Olohena Road Tax Map Key: (TMK): (4) 4-4-003:045, CPR No. 3
Kapaa, Hawai'i 96746

[] Address [] TMK is expected to change because n/a

Land Area: 8.564 (Unit 3) [] square feet [x] acre(s) Zoning: Agricultural

Fee Owner: Emily Lydgate William Hibbs Lydgate
 Name
c/o P.O. Box 68 P.O. Box 68
 Address
Kapaa, HI 96746 Kapaa, HI 96746

Lessor: N/A
 Name

 Address

C. **Buildings and Other Improvements:** (Unit 3 only. See Amended Condominium Map No. 3085 attached as Exhibit A.)

1. New Building(s)
 Conversion of Existing Building(s) (Unit 3 only)
 Both New Building(s) and Conversion
2. Number of Buildings: Ten (10) Floors Per Building Two/farm dwelling, one/workshop, one/Ag Office, one/Ag shed, one/bathroom, one/farm storage shed, one/washroom bathroom, one/break room, one/AG processing shed, and one tent
 Exhibit _____ contains further explanations.
3. Principal Construction Material:
 Concrete Hollow Tile Wood
 Other Fabric
4. Permitted Uses by Zoning:

	No. of Apts.	<u>Use Permitted by Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>1</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Agricultural	<u>9</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other:	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

Yes No

NOTE: The subject property is within the State Land Use Agricultural District and is zoned Agricultural by the County of Kauai. "Farm Dwellings" and other structures appropriate to agricultural usage are permitted, subject to certain guidelines. See the disclosure on Page 2a (Special Attention) and Page 20 (Farm Dwelling).

5. Special Use Restrictions:

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

- Pets: Pitbulls, mixed pitbull dogs, pig hunting dogs, roosters, pigs or in excess of twelve (12) peafowl or chicken hens shall not be permitted (see Declaration, Section 10 (v)(i), page 15) (also see paragraph 6, page 20).
- Number of Occupants: _____
- Other: Refer to Section 10 of the Declaration of Condominium Property Regime
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: -0- Stairways: 1 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>(See Page 11a attached hereto)</u>					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total number of Apartments: One (Unit 3 only)

***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 Condominium 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 for or serve more than one unit shall not be deemed a part of the apartment, the same being deemed common elements.

Permitted Alterations to Apartments: Permitted alterations to apartments are as allowed by County of Kauai 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 will be required to disclose actual improvements as a matter of public record. **Where structure(s) other than a farm dwelling currently serve as apartment(s), for any unit(s) otherwise allowed to construct a farm dwelling, it is anticipated that a farm dwelling will either replace the existing improvement(s) or be added thereto. The owner of any altered unit shall have the right and duty and shall be required to amend the Declaration and the Condominium Map to reflect any such alterations. As long as all legal requirements are met as required herein, all other unit owners, by acquiring an interest in any other unit, shall be deemed to have been granted a power-of-attorney from all other unit owners to execute an amendment to the Declaration solely for the purpose of describing the alterations to his respective unit.**

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of residential apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by Section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has N/A elected to provide the information in a published announcement or advertisement.

(See Page 11a attached hereto)

6. Interior (continued):

<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 3</u>	<u>1</u>	<u>2 Br/ 1½ Bath</u>	<u>1,212</u>	<u>1297</u>	<u>Dwelling, lanai Lanai and storage room</u>
<u>Unit 3</u>	<u>1</u>	<u>1 Bath</u>	<u>n/a</u>	<u>1440</u>	<u>Workshop/music studio, carport, storage, and covered product display</u>
<u>Unit 3</u>	<u>1</u>	<u>n/a</u>	<u>n/a</u>	<u>120</u>	<u>AG Office</u>
<u>Unit 3</u>	<u>1</u>	<u>n/a</u>	<u>n/a</u>	<u>1192</u>	<u>AG Shed, storage, and screened in porch</u>
<u>Unit 3</u>	<u>1</u>	<u>1 Bath</u>	<u>n/a</u>	<u>50</u>	<u>Bathroom</u>
<u>Unit 3</u>	<u>1</u>	<u>n/a</u>	<u>n/a</u>	<u>80</u>	<u>Farm Storage</u>
<u>Unit 3</u>	<u>1</u>	<u>1 Bath</u>	<u>n/a</u>	<u>40</u>	<u>Washroom/ Bathroom</u>
<u>Unit 3</u>	<u>1</u>	<u>n/a</u>	<u>n/a</u>	<u>280</u>	<u>Breakroom</u>
<u>Unit 3</u>	<u>1</u>	<u>n/a</u>	<u>n/a</u>	<u>900</u>	<u>Tent</u>
<u>Unit 3</u>	<u>1</u>	<u>n/a</u>	<u>n/a</u>	<u>384</u>	<u>AG Processing Shed, screened porch, and loft</u>

7. Parking Stalls: (Unit 3 only)

*There is sufficient area in each limited common element for the parking of at least two vehicles.

Total Parking Stalls: 4

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		TOTAL
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for Unit 3)		<u>4</u>					<u>4</u>
Guest							
Unassigned							
Extra for Purchase							
Other:							
Total Covered & Open:		<u>4</u>					<u>4</u>

Unit 3 will have the exclusive use of at least 4 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.

* Although not identified on the CPR map, Unit 3 has ample space for at least four parking stalls within its limited common element land area.

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 A .
 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 A.

as follows:

3. Common Interests: Each apartment will have an undivided fractional interest 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 _____.

as follows: Common interest allocated to Unit/Apartment No. 3 is 5-5/9%.

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 B describes the encumbrances against the title contained in the title report dated November 15, 2018 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.

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>
Mortgage(s)	See Exhibit B. A lender has priority over a Buyer's rights under a Sales Contract and has a right to terminate a sales contract upon foreclosure of its mortgage before an apartment sale is closed. If foreclosed, Buyer's deposit shall be refunded (less any escrow cancellation fees) and the sales contract between Seller and Buyer shall be cancelled.

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: None

2. Appliances: None

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

Unit 3 dwelling was completed in 2001.

Unit 3 accessory buildings were completed prior to 2010.

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):

N/A

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 C 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 D contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated April 25, 2000 .
Exhibit E 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 Right-of-Entry; Grant of Easement; Waiver and Release; (2) Notice of Dedication; Apartment Deed; (2) Farm Dwelling Agreement; Mortgage; and Real Estate Mortgage for Hawaii and American Samoa.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs

Website to access rules: www.hawaii.gov/dcca/har

This Public Report is a part of Registration No. 4424 filed with the Real Estate Commission on _____.

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:

1. This condominium project is situated on agriculturally zoned land and, as such, is subject to all restrictions associated therewith. This is not residentially-zoned property and the Developer does not warrant that any residence will be permitted by the County of Kauai within any specific limited common element. Agriculture properties are subject to density requirements that may change. Any such change will affect the number of allowable units that may be placed on the underlying land. See the County of Kauai ordinance and the project documents, including Page 19 of the Declaration.

2. Restrictive Covenants

This is a condominium project, not a subdivision. Apartment Units purchased are not on subdivided lots. To determine whether your expectations can be realized, you should carefully review the contents of this Report, especially Exhibit B to this report that is a summary of the recorded encumbrances, if any, for the Lot on which this project is located. Among other things, the encumbrances govern land use, building type and materials, possession of animals, and cultivation of crops. You should also conduct your own investigations and ascertain the validity of information provided.

3. Replacement or Remodeling

There is currently one residential dwelling on Apartment Unit 3 of the project. Structures can be replaced by or remodeled as allowed by law and project documents. The prospective purchaser shall have the right to undertake such work at purchaser's expense. The purchaser shall also, in such event, filed the "as-built" certificate within thirty days of completion of the residence in conformance with Section 514B-34, Hawaii Revised Statutes, and record an amendment of the Declaration of Condominium Property Regime ("Declaration") to describe the residence. The County of Kauai Planning Department, in order to process the necessary permits for the construction of any other structure, requires authorization from at least 75% of the legal and equitable ownership of the entire project, consistent with the Declaration and the Bylaws ("condominium documents").

4. County Codes and Ordinances

Except as limited specifically by the condominium documents and subdivision restrictive covenants, all uses permitted in the Agricultural zone are permitted. Uses in one zone are not the same as in another, and the prospective purchaser should consult the appropriate county agency for information on uses and construction in the respective zones.

A buyer should understand that all development and use of the property shall be in compliance with County codes and ordinances, that owners in this condominium project will not necessarily receive the same County benefits as owners and approved subdivided lots, and that owners who develop their limited common element later than others may find that land use and zoning changes or insufficient utility capacities may thwart their expectations.

5. Common Element Expenses

Each Apartment Unit owner shall be liable for and shall pay a share of the Project's common expenses, if any, in proportion to the common interest appurtenant to the Apartment Unit. Said common expenses shall include all charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration and operation of the Project including, but not limited to maintenance, repair, replacement and restoration of a common driveway.

6. Farm Dwelling

A. It is the intent of the Developer that one farm dwelling may be constructed on each limited common element, with the exception of Limited Common Element 16 which shall be reserved for landscaping and agricultural purposes only. Some of the units are "ohana units" and are subject to such ordinance. See Pages 9 and 13 of the Declaration.

B. There shall be no direct access onto Olohena Road from Lot A (Units 1, 2 and 3), Lot B (Units 12 and 13), Lot C (Units 14 and 15), and Lot D (Units 17 and 18).

(See Pages 20a and 20b attached)

C. **Additional Information (continued):**

C. The Apartment Units of the Project shall be occupied and used only for agricultural uses and, where permitted, as private residential dwellings by the respective owners thereof, their families, domestic servants, personal guests and tenants, and for no other purposes. Residential uses currently require execution of a Farm Dwelling Agreement with the County of Kauai, as contemplated by Hawaii State law regarding the use of agricultural lands for residential purposes. Hawaii law requires that the family occupying a residence on agricultural land derive income from farming activities conducted on the land. **Unit 3 of this Project is subject to a recorded Farm Dwelling Agreement.**

D. Purchasers should be aware that Chapter 205, Hawaii Revised Statutes (HRS), does not authorize residential dwellings as a permissible use in an agricultural use district, unless the dwelling is related to an agricultural activity or is a "farm dwelling". The term "farm dwelling" is defined in Chapter 205-4.5(a)(4), HRS, as a "single family dwelling" located on and used in connection with a farm, including clusters of single-family farm dwelling permitted within agricultural parks developed by the State or where agricultural activity provides income to the family occupying the dwelling." The penalty for violation of Chapter 205-4.5, HRS, is a fine of not more than \$5,000.00. If any person who is cited for a violation of the law fails to remove the violation within six months of such citation and the violation continues, such person is subject to a citation for a new and separate violation. There shall be a fine of not more than \$5,000.00 for any additional violation.

E. Each Apartment Unit may build one private farm dwelling subject to the CZO. However, the final determination regarding the right to build a Farm Dwelling Unit or any other type of private residential dwelling or structure will be made by Kauai County. Therefore, unless otherwise specifically stated to the contrary herein, each Apartment Unit will be entitled to construct (if not already constructed) one Farm Dwelling subject to other requirements found in the CZO and this Declaration. Each Apartment Unit owner shall be responsible to determine whether any Farm Dwelling improvements may be constructed within their Apartment Unit. All improvements will be governed by applicable zoning codes.

F. Improvements other than farm dwellings shall be permitted on each of the Apartment Units, subject to the CZO and this Declaration.

G. Where structure(s) other than farm dwellings currently exist on any Apartment Unit(s) otherwise allowed to construct a farm dwelling, it is anticipated that a farm dwelling will either replace the existing improvement(s) or be added thereto. Each Apartment Unit herein, whether currently possessing residential improvements or now or subsequently entitled to construct a farm dwelling, may be required to engage in agricultural activity as a condition of obtaining a building permit. The actual level of agricultural activity on the Project needed to qualify to construct farm dwellings is a matter determined by Kauai County. The requirements change from time to time, and each owner's actions on the Apartment Units will or may have an impact on the ability of other owners to build farm dwellings. Each owner shall have the duty to engage in agricultural activities, including a requirement of after-the-fact commencement or increases in the level of actual agricultural activity on his or her Apartment Unit, if such is required for other owners to obtain building permits. In that regard, each Apartment Unit with a farm dwelling, or then desiring to construct a farm dwelling, shall have an equal burden of activity in proportion to the amount of land reasonably available for agricultural use on the respective Apartment Units. If an Apartment Unit with agricultural activity but no farm dwelling desires to build, and in so doing retires acreage from production, other Apartment Units may be required to commence or increase production, cultivation or other agricultural activity so that all owners then-effected will have fair burdens. These provisions shall apply until all Apartment Units with residential construction rights have constructed farm dwellings, and thereafter so long as agricultural use must be maintained as a condition of keeping residential improvements on the property. This means that failure to engage in or maintain farming activities may require the owner of an Apartment Unit to remove a previously constructed dwelling from the owner's Apartment Unit.

H. Should the requirements of the Farm Dwelling Agreement and/or the underlying zoning code or state statutes mandating agricultural use be changed to eliminate such requirements, the agricultural requirements of this Project may be abandoned by vote of sixty-seven percent (67%) of the common interests of this Project.

I. No hotel or timeshare use shall be allowed. The Apartment Unit owners shall have the right to rent or lease their Apartment Unit's subject to the limitations, restrictions, covenants, and conditions contained in state law, county ordinance, applicable governmental regulations, recorded restrictions on the lot or the subdivision in which the Project is located, any Protective Covenants and House Rules, this Declaration or the Bylaws of the Association of Condominium Owners. Subject also to said Declaration and Bylaws, reasonable allowance and freedom shall be given so as to accommodate the individual Apartment Unit owner's artistic, creative and life-style requirements. An Apartment Unit owner will be required to comply with all Kauai County Zoning Codes and regulations in relation to construction of residences in the agricultural zone, and will have to sign a Farm Dwelling Agreement prior to issuance of a building permit to construct a farm dwelling on any Apartment Unit.

7. Powers of Attorney

Purchasers of Apartment Units should review the Declaration provisions that grant limited powers of attorney to apartment owners for various purposes. Those purposes include: Sections 8(ii) (easements) and 15(ii) (building permits). The purchaser should review each of those provisions to determine the powers granted to individual Apartment Unit owners.

8. Declaration Amendment

The second amendment to the Declaration executed by the project owners elected to adopt the governing provisions of Section HRS Chapter 514B-23.

9. Notice of Dedication to Agriculture

Owners executed a 10-year "Notice of Dedication to Agriculture" undated (executed on 2/3/11 and 2/16/11) by and between Owners William H. Lydgate, unmarried, and Emily Lydgate, unmarried, effective January 1, 2011.

- 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.

WILLIAM HIBBS LYDGATE
Printed Name of Developer

By: 
Duly Authorized Signatory

December 11, 2018
Date

WILLIAM HIBBS LYDGATE, Developer/Co-Owner
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

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

EXHIBIT "A"

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. Common Elements. The common elements of the Project consist only of the following:

(i) All the land in fee simple.

(ii) The limited common elements hereinafter described, subject to the provisions set forth in Paragraph 6.

(iii) All pipes, wires, conduits, or other utility or service lines, drainage ditches or appurtenant drainage structures retaining walls (if any) and yard fences, which are located outside the apartments and which are utilized for or serve more than one apartment.

2. Limited Common Elements. The limited common elements of the Project consist only of the following:

(i) That portion of the Land which is designated as Limited Common Element 1, being 2.317 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 1 for the support of the building and other improvements comprising Apartment 1, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(ii) That portion of the Land which is designated as Limited Common Element 2, being 1.081 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 2 for the support of the building and other improvements comprising Apartment 2, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(iii) That portion of the Land which is designated as Limited Common Element 3, being 8.564 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 3 for the support of the building and other improvements comprising Apartment 3, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(iv) That portion of the Land which is designated as Limited Common Element 4, being 0.985 acre in area, on the Condominium Map, is reserved for the exclusive use of Apartment 4 for the support of the building and other improvements comprising Apartment 4, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(v) That portion of the Land which is designated as Limited Common Element 5, being 1.497 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 5 for the support of the building and other improvements comprising Apartment 5, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(vi) That portion of the Land which is designated as Limited Common Element 6, being 1.241 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 6 for the support of the building and other improvements comprising Apartment 6, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(vii) That portion of the Land which is designated as Limited Common Element 7, being 1.063 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 7 for the support of the building and other improvements comprising Apartment 7, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(viii) That portion of the Land which is designated as Limited Common Element 8, being 1.002 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 8 for the support of the building and other improvements comprising Apartment 8, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(ix) That portion of the Land which is designated as Limited Common Element 9, being 0.672 acre in area, on the Condominium Map, is reserved for the exclusive use of Apartment 9 for the support of the building and other improvements comprising Apartment 9, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(x) That portion of the Land which is designated as Limited Common Element 10, being 1.822 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 10 for the support of the building and other improvements comprising Apartment 10, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(xi) That portion of the Land which is designated as Limited Common Element 11, being 1.777 acres in area, on the Condominium Map, is reserved for the exclusive use of Apartment 11 for the support of the building and other improvements comprising Apartment 11, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(xii) That portion of the Land which is designated as Limited Common Element 12, being 0.480 acre in area, on the Condominium Map, is reserved for the exclusive use of Apartment 12 for the support of the building and other improvements comprising Apartment 12, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(xiii) That portion of the Land which is designated as Limited Common Element 13, being 0.560 acre in area, on the Condominium Map, is reserved for the exclusive use of Apartment 13 for the support of the building and other improvements comprising Apartment 13, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(xiv) That portion of the Land which is designated as Limited Common Element 14, being 0.508 acre in area, on the Condominium Map, is reserved for the exclusive use of Apartment 14 for the support of the building and other improvements comprising Apartment 14, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(xv) That portion of the Land which is designated as Limited Common Element 15, being 0.511 acre in area, on the Condominium Map, is reserved for the exclusive use of Apartment 15 for the support of the building and other improvements comprising Apartment 15, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(xvi) That portion of the Land which is designated as Limited Common Element 16, being 0.339 acre in area, on the Condominium Map, is reserved for the exclusive use of Apartment 16 for the support of the building and other improvements comprising Apartment 16, or attendant thereto, and for agriculture related and landscaping purposes.

(xvii) That portion of the Land which is designated as Limited Common Element 17, being 0.675 acre in area, on the Condominium Map, is reserved for the exclusive use of Apartment 17 for the support of the building and other improvements comprising Apartment 17, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

(xviii) That portion of the Land which is designated as Limited Common Element 18, being 0.777 acre in area, on the Condominium Map, is reserved for the exclusive use of Apartment 18 for the support of the building and other improvements comprising Apartment 18, or attendant thereto, and for parking, yard, driveway, agricultural and residential purposes.

NOTICE: This is not a subdivision. The Limited Common Elements that are reserved for the exclusive use of individual units are not subdivided parcels. As such, they do not fall within the ordinances of the County of Kauai as the same pertain to subdivision nor do they derive any benefits therefrom.

AMENDED EXHIBIT B

AMENDED ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes. Check with the County of Kauai, Department of Finance, Real Property Tax Division, for detailed information.
2. Reservation in favor of the State of Hawaii of all mineral and water rights of any nature.
3. Free flowage of stream, in favor of the State of Hawaii, as referenced on Tax Map.
4. RIGHT-OF-ENTRY in favor of CITIZENS UTILITIES COMPANY, now known as CITIZENS COMMUNICATIONS COMPANY, whose interest is now held by KAUAI ISLAND UTILITY COOPERATIVE and VERIZON HAWAII INC., now known as HAWAIIAN TELCOM, INC., dated July 2, 1979, recorded in Liber 13914 at Page 399; granting an easement for utility purposes.
5. GRANT in favor of GLORIA M. DUARTE, unmarried, and LINDA L. VARAO, unmarried, dated January 31, 1992, recorded as Document No. 92-018443; granting an exclusive easement (15 feet wide) for ingress, egress and underground utility purposes.
6. Restriction of vehicle access rights, along Olohena Road, as shown on subdivision map prepared by Dennis M. Esaki, Licensed Professional Land Surveyor with Esaki Surveying & Mapping Inc., dated February 22, 2000.
7. WAIVER AND RELEASE dated December 30, 1999, recorded as Document No. 2000-000846, by WILLIAM A. LYDGATE with COUNTY OF KAUAI.

8. NOTICE OF DEDICATION dated ---- (acknowledged January 25, 2000), recorded as Document No. 2000-015152, by WILLIAM ANTHONY LYDGATE, JR., Trustee of the Constance B. Lydgate Block Island Trust dated December 26, 1995; re: dedication of land for agricultural purposes, for a period of 10 years.

9. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF CONDOMINIUM PROPERTY
REGIME FOR "LYDGATE RISE AGRICULTURAL"
CONDOMINIUM PROJECT

DATED: April 20, 2000

RECORDED: Document No. 2000-059239

MAP: 3085 and any amendments thereto

Said Declaration was amended by instruments dated March 2, 2001, recorded as Document No. 2001-033779, dated --- (acknowledged May 21, 2015, recorded as Document No. A-56300862, and dated October 10, 2018, recorded as Document No. A-68631121.

10. The terms and provisions contained in the following:

INSTRUMENT: BY-LAWS OF THE ASSOCIATION OF
CONDOMINIUM HOME OWNERS

DATED: April 20, 2000

RECORDED: Document No. 2000-059240

11. -AS TO LOT A, E, F, G AND H ONLY:- Setback Lines for drainageway and building purposes, as shown on condominium map prepared by Wayne T. Wada, Licensed Professional Land Surveyor with Esaki Surveying and Mapping, Inc., dated April 4, 2000, and being more particularly described in Exhibit "A" attached to the Declaration dated April 20, 2000, recorded as Document No. 2000-059239.

12. -AS TO LOT B, C, E, F, G AND H ONLY:- Designation of a portion of Easement "A" for access and utility purposes, as shown on condominium map prepared by Wayne T. Wada, Licensed Professional Land Surveyor with Esaki Surveying and Mapping, Inc., dated April 4, 2000, and being more particularly described in Exhibit "A" attached to the Declaration dated April 20, 2000, recorded as Document No. 2000-059239.

13. -AS TO LOT B, F, G AND H ONLY:- Designation of a portion of Easement "B" for access and utility, as shown on condominium map prepared by Wayne T. Wada, Licensed Professional Land Surveyor with Esaki Surveying and Mapping, Inc., dated April 4, 2000, and being more particularly described in Exhibit "A" attached to the Declaration dated April 20, 2000, recorded as Document No. 2000-059239.

14. -AS TO LOT H ONLY:- Designation of Easement "E-1" for electrical purposes, as shown on condominium map prepared by Wayne T. Wada, Licensed Professional Land Surveyor with Esaki Surveying and Mapping, Inc., dated April 4, 2000, and being more particularly described in Exhibit "A" attached to the Declaration dated April 20, 2000, recorded as Document No. 2000-059239.

15. -AS TO LOTS F AND H ONLY:-
 - (A) Designation of a portion of Easement "L-1" for landscaping purposes, as shown on condominium map prepared by Wayne T. Wada, Licensed Professional Land Surveyor with Esaki Surveying and Mapping, Inc., dated April 4, 2000, and being more particularly described in Exhibit "A" attached to the Declaration dated April 20, 2000, recorded as Document No. 2000-059239

 - (B) Designation of a portion of Easement "L-2" for landscaping purposes, as shown on condominium map prepared by Wayne T. Wada, Licensed Professional Land Surveyor with Esaki Surveying and Mapping, Inc., dated April 4, 2000, and being more particularly described in Exhibit "A" attached to the Declaration dated April 20, 2000, recorded as Document No. 2000-059239.

16. The terms and provisions contained in Apartment Deed dated July 28, 2000, recorded as Document No. 2000-107462.

17. The terms and provisions contained in the following:

INSTRUMENT: FARM DWELLING AGREEMENT

DATED: ---(acknowledged on April 6, 2000 and April 19, 2000)

RECORDED: Document No. 2000-060362

PARTIES: WILLIAM ANTHONY LYDGATE, JR., Managing Trustee under the unrecorded Constance B. Lydgate Block Island Trust dated December 26, 1995, as amended, and the COUNTY OF KAUAI PLANNING DEPARTMENT

18. The terms and provisions contained in the following:

INSTRUMENT: FARM DWELLING AGREEMENT

DATED: October 5, 2000

RECORDED: Document No. 2000-143223

PARTIES: WILLIAM ANTHONY LYDGATE, JR., Managing Trustee under the unrecorded Constance B. Lydgate Block Island Trust dated December 26, 1995, as amended, and the COUNTY OF KAUAI PLANNING DEPARTMENT

19. MORTGAGE

MORTGAGOR: WILLIAM H. LYDGATE, also known as WILLIAM HIBBS LYDGATE, unmarried, and EMILY LYDGATE, unmarried

MORTGAGEE: AMERICAN FARM MORTGAGE COMPANY, INC., a Tennessee corporation

DATED: September 17, 2009

RECORDED: Document No. 2009-145217

20. NOTICE OF DEDICATION

DATED: February 16, 2011 and February 3, 2011
RECORDED: Document No. 2011-031692
BY: WILLIAM H. LYDGATE and EMILY LYDGATE
RE: dedication of land for Agriculture purposes
PERIOD: 10-year

21. REAL ESTATE MORTGAGE FOR HAWAII AND AMERICAN SAMOA

MORTGAGOR: WILLIAM HIBBS LYDGATE, unmarried, and EMILY LYDGATE, unmarried

MORTGAGEE: UNITED STATES OF AMERICA, acting through the FARM AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE

DATED: December 3, 2014
RECORDED: Document No. A-54550378

END OF AMENDED EXHIBIT B

EXHIBIT C

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months = <u>Yearly Total</u>
1-18	\$13.89 \$166.68

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

AMENDED EXHIBIT D

AMENDED SUMMARY OF SALES CONTRACT

The LYDGATE RISE AGRICULTURAL CONDOMINIUM 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, and Purchaser is subject to all of 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.
 - (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 is shown on the condominium map attached as Exhibit A to the Sales Contract and Receipt; Purchaser will have the right to cancel if the Unit is different from that shown on said 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) Except for unexpired builder's statutory warranties and assignable appliance warranties, the Purchaser will accept the Unit "AS-IS". 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 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 AMENDED EXHIBIT D

EXHIBIT "E"

SUMMARY OF ESCROW AGREEMENT

An Escrow Agreement allows the Condominium Buyers' money to be held by a neutral party, the Escrow Agent, until the Seller can deliver good and marketable title to the Condominium. The Escrow Agreement for this project provides for, among other things:

1. That Title Guaranty Escrow Services, Inc., is the Escrow Agent.
2. That, upon execution of a Sales Contract, the Developer shall deliver all money received over to the Escrow Agent.
3. That no money shall be released from escrow until the Real Estate Commission shall issue a final report.
4. That the Buyer shall receive all public documents relating to the project.
5. That a Buyer's money shall be returned to him if he exercises certain rights he may have to cancel his Sales Contract as provided by law, if that is his wish, or if the Seller is unable to provide title to the Condominium.
6. That, upon the Seller providing good title to the Condominium, the Buyer's money shall be turned over to the Seller.
7. That the Escrow Agent will record with the State of Hawaii all documents requiring such.
8. That, if the Buyer is unable to perform and has money on deposit in escrow, these monies will be turned over to the Seller.

EXHIBIT "F"


MEMORANDUM FROM THE COUNTY OF KAUAI PLANNING DEPARTMENT

PLANNING DEPARTMENT
COUNTY OF KAUAI
4444 Rice Street, Suite 473, Bldg. A,
Lihue, Hawaii 96766

COPY

DATE: May 25, 2000

TO: Senior Condominium Specialist
Real Estate Commission
P&VLD/DCCA
250 South King Street, Suite 702
Honolulu, Hawaii 96813

FROM: Dee M. Crowell, Planning Director 

Subject: Certification of Inspection of Existing Buildings

PROJECT NAME: LYDGATE RISE AGRICULTURAL CONDOMINIUM PROJECT
TAX MAY KEY: (4) 4-4-03:45,167,168,170,171,172 &173

The developer of the above-mentioned condominium project has requested that this office, as an agency of the County of Kauai, review the project for compliance with all ordinances, codes, rules, regulations and other requirements of the County of Kauai, (Section 515A-40 (b), (1), Hawaii Revised statutes. Subject to the disclosures and waiver (item "e" below) specified herein, we certify the following:

- a. The developer has contracted architect Avery H. Youn to certify that the existing buildings on the proposed project referred to as Lydgate Rise Agricultural Condominium Units 1 through 15 inclusive, are in compliance with all ordinances, codes, rules, regulations and other requirements in force at the time of its constructions, and to that extent, and subject to the conditions of waiver herein, the Planning Department adopts that certification as it pertains to the rules and regulations administered solely by the department.
- b. There were no variances approved for the subject property.
- c. The parcel does not contain any outstanding nonconforming uses or structures as a result of the adoption or amendments of any ordinances or codes.
- d. There are no notices of violation of County Building or zoning codes outstanding according to our records.

Senior Condominium specialist
Page 2
May 25, 2000

e. WAIVER

The foregoing certification is not a warranty as to any compliance with all applicable County and State rules and regulations. The sole reason for the execution hereof is to comply with statutory requirements relating to the regulations of condominiums under Subsection 515A-40, (b), (1), Hawaii Revised Statutes.

If you have any questions, please contact Alvin Fukushima of my staff at 241-6697.


cc: Patrick J. Childs

PLANNING DEPARTMENT
COUNTY OF KAUAI
4444 Rice Street, Suite 473, Bldg. A,
Lihue, Hawaii 96766

COPY

DATE: April 19, 2001

To: Senior Condominium Specialist
Real Estate Commission
P&VLD/DCCA
250 South King Street, Suite 702
Honolulu, Hawaii 96813

From: Dee M. Crowell, Planning Director 

Subject: Certification of Inspection of Existing Buildings

PROJECT NAME: LYDGATE RISE AGRICULTURAL CONDOMINIUM PROJECT

TAX MAP KEY: (4) 4-4-03:169

The developer of the above-mentioned condominium project has requested that this office, as an agency of the County of Kauai, review the project for compliance with all ordinances, codes, rules, regulations and other requirements of the County of Kauai, (Section 515A-40 (b), (1), Hawaii Revised statutes. Subject to the disclosures and waivers (item "f" below) specified herein, we certify the following:

- a. The developer has contracted engineer Wayne T. Wada to certify that the existing buildings on the proposed project referred to as Lydgate Rise Agricultural Condominium Unit 17 and Unit 18 on Lot D are in compliance with all ordinances, codes, rules, regulations and other requirements in force at the time of its construction, and to that extent, and subject to the conditions of waiver herein, the Planning Department adopts that certification as it pertains to the rules and regulations administered solely by the department.
- b. There were no variances approved for the subject property.
- c. The parcel does not contain any outstanding nonconforming uses or structures as a result of the adoption or amendments of any ordinances or codes.
- d. There are no notices of violation of County Building or zoning codes outstanding according to our records.
- e. The units above-mentioned are subsequent inclusions to the existing project.

Senior Condominium Specialist

Page 2

April 19, 2001

f. WAIVER

The foregoing certification is not a warranty to any compliance with applicable County and State rules and regulations. The sole reason for the execution hereof is to comply with statutory requirements relating to the regulations of condominiums under Subsection 515A-40, (b), (1), Hawaii Revised Statutes.

If you have any questions, please contact Alvin Fukushima of my staff at 241-6697.

cc: Patrick J. Childs

AMENDED EXHIBIT G
(affecting Apartment Unit 3 only)

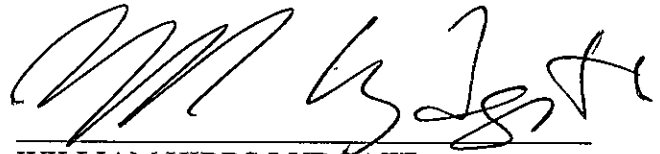
AMENDED DISCLOSURE ABSTRACT FOR APARTMENT UNIT 3
OF THE LYDGATE RISE AGRICULTURAL CONDOMINIUM

Pursuant to Hawaii Revised Statutes, Section 514(A)-61, the Developer of LYDGATE RISE AGRICULTURAL CONDOMINIUM makes the following disclosures:

1. The Developer (of Apartment Unit 3) is William Hibbs Lydgate; and Owners of Apartment Unit 3 of the project are Emily Lydgate, unmarried, and William Hibbs Lydgate, unmarried, whose mailing address is P.O. Box 68, Kapaa, Hawaii 96746.
2. See Exhibit C to the Final Public Report for the projected annual maintenance fees. The project is managed by Associa Hawaii which is currently charging each Unit \$85.00 per month.
3. There are no warranties against defects of material and workmanship in individual apartments, common elements or exclusive use areas, and the purchaser buys his/her apartment in an "as is" condition.
4. All of the apartments of the project are to be used for agricultural and permitted residential purposes in the agricultural zone only. No apartments shall be used for hotel or timeshare purposes. There will be no commercial use except those activities permitted by County Ordinance.
5. KW Kauai is the real estate broker for this project as to Unit 3. Please refer to page 5 of the public report.
6. The Developer has not conducted a reserve study in accordance with 514A-83.6, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. There are no depreciable common elements in the project.
7. The information contained in this Supplementary Public Report is accurate and not misleading for the purpose of compliance with Act 181 of the Hawaii State Legislature, Senate Bill No. 292, Section 45. As provided by Act 181, this active and non-expired 514A, Hawaii Revised Statutes, developer's public report filed pursuant to sections 514A-40 and 514A-41, Hawaii Revised Statutes, along with this most recent disclosure abstract, will be treated as the non-expiring developer's public report under part IV of Chapter 514B, Hawaii Revised Statutes.

8. Unit 3 of this project includes completed structures represented by an Engineer's and Architect's Certification, that the Amended Condominium Map and floor plans and elevations fully and accurately depicts the layout, location, boundaries, and numbers of units substantially as built (See Chapter 514A-12).

In witness whereof, the Developer has executed this Amended Disclosure Abstract this 11th day of December, 2018.



WILLIAM HIBBS LYDGATE

RECEIPT

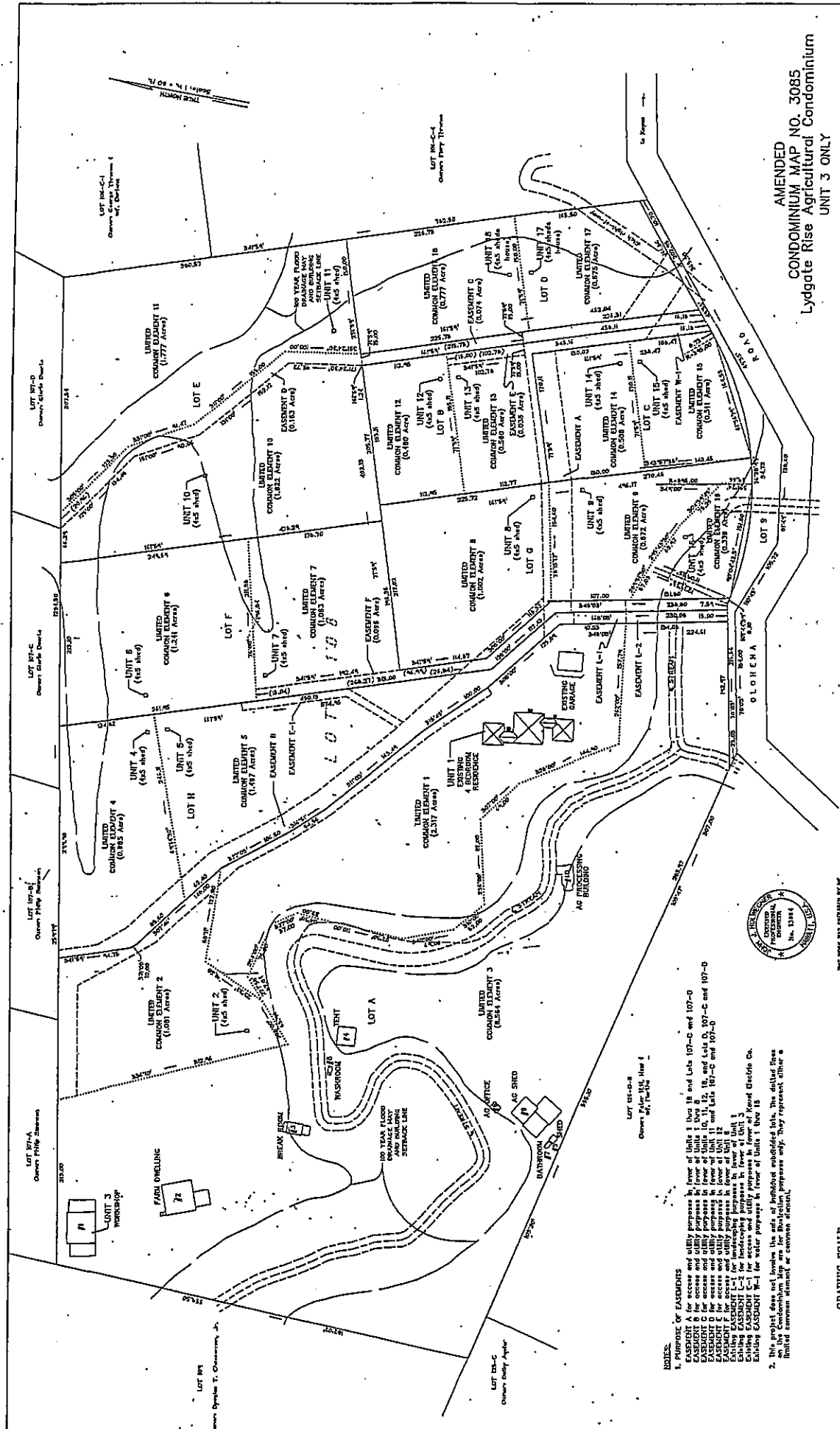
The undersigned has received a copy of the foregoing Amended Disclosure Abstract with Exhibit C this ____ day of _____, 20 ____.

Purchaser(s):

END OF AMENDED EXHIBIT G

EXHIBIT "H"

SECOND AMENDED CONDOMINIUM MAP, LIMITED COMMON ELEMENT LOCATIONS, AND AMENDED FLOOR PLANS AND ELEVATIONS REGARDING UNIT 3

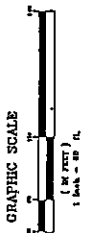


AMENDED
CONDOMINIUM MAP NO. 3085
Lydgate Rise Agricultural Condominium
UNIT 3 ONLY

KAPAA HOMESTEADS, SECOND SERIES
WAIPOULI, KAWAHAE, KAUAI, HAWAII
TKK (#) 4-4-03; 45 - 03
Owner: Emily Lydgate et al
Revision Date: October 1, 2018

NOTES:

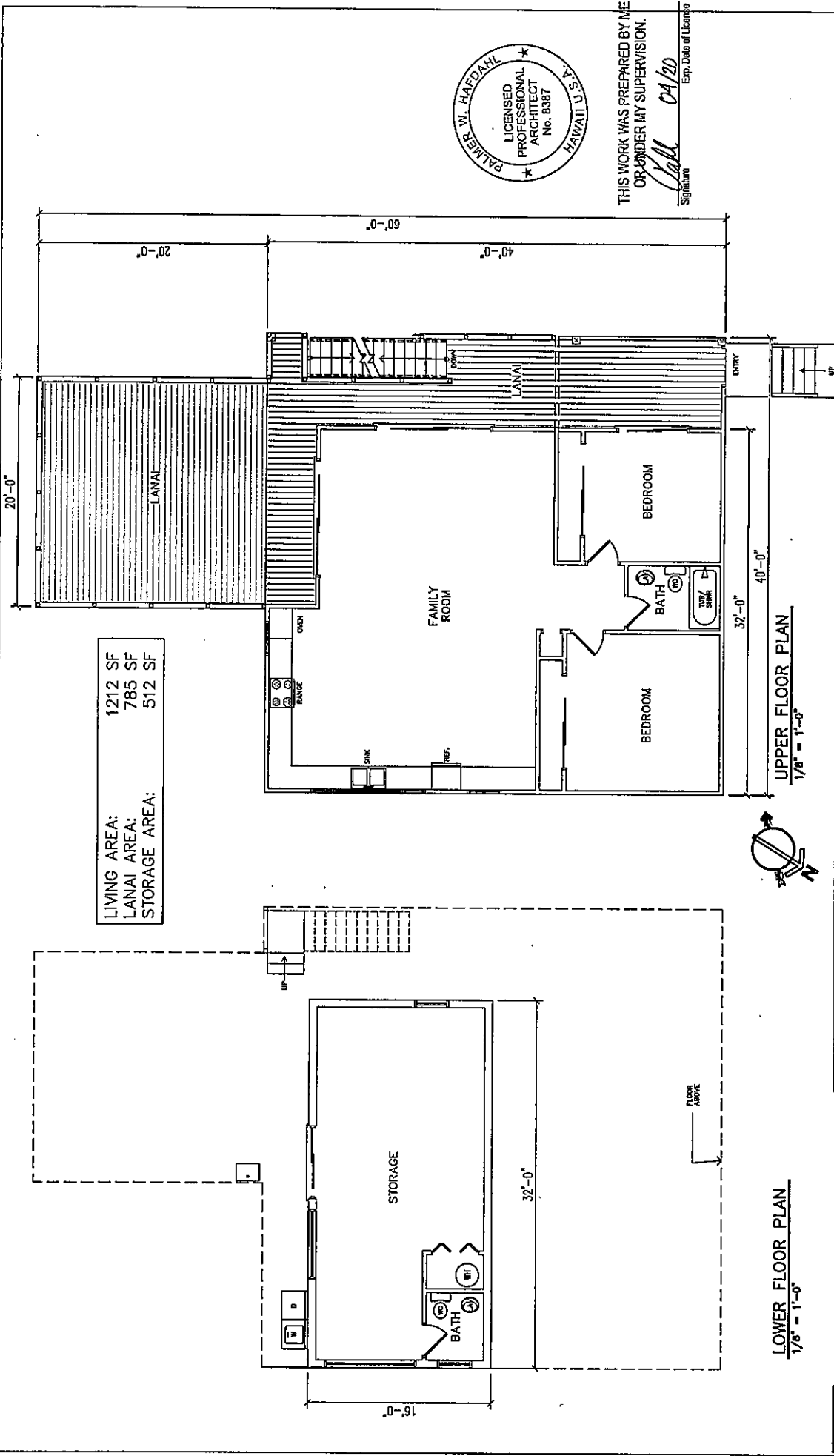
- PURPOSE OF EASEMENTS
EASEMENT A for access and utility purposes in favor of Units 10, 11, 12, 13, and Lots 107-C and 107-D
EASEMENT B for access and utility purposes in favor of Units 10, 11, 12, 13, and Lots 107-C and 107-D
EASEMENT C for access and utility purposes in favor of Unit 11 and Lots 107-C and 107-D
EASEMENT D for access and utility purposes in favor of Unit 11
EASEMENT E for access and utility purposes in favor of Unit 11
EASEMENT F for access and utility purposes in favor of Unit 11
EASEMENT G for access and utility purposes in favor of Unit 11
EASEMENT H for access and utility purposes in favor of Unit 11
EASEMENT I for access and utility purposes in favor of Unit 11
EASEMENT J for access and utility purposes in favor of Unit 11
EASEMENT K for access and utility purposes in favor of Unit 11
EASEMENT L for access and utility purposes in favor of Unit 11
EASEMENT M for access and utility purposes in favor of Unit 11
EASEMENT N for access and utility purposes in favor of Unit 11
EASEMENT O for access and utility purposes in favor of Unit 11
EASEMENT P for access and utility purposes in favor of Unit 11
EASEMENT Q for access and utility purposes in favor of Unit 11
EASEMENT R for access and utility purposes in favor of Unit 11
EASEMENT S for access and utility purposes in favor of Unit 11
EASEMENT T for access and utility purposes in favor of Unit 11
EASEMENT U for access and utility purposes in favor of Unit 11
EASEMENT V for access and utility purposes in favor of Unit 11
EASEMENT W for access and utility purposes in favor of Unit 11
EASEMENT X for access and utility purposes in favor of Unit 11
EASEMENT Y for access and utility purposes in favor of Unit 11
EASEMENT Z for access and utility purposes in favor of Unit 11
- This project does not involve the use of individual embedded lots. The dotted lines on this Condominium Map are for easement purposes only. They represent either a limited common element, or common element.



148 Hialeah Street, Suite 100, Honolulu, HI 96815

EMILY LYDGATE ARCHITECTURE & PLANNING, INC.
148 Hialeah Street, Suite 100, Honolulu, HI 96815
Tel: 808.955.1111 Fax: 808.955.1112

DATE: OCTOBER 1, 2018



LIVING AREA: 1212 SF
 LANAI AREA: 785 SF
 STORAGE AREA: 512 SF



THIS WORK WAS PREPARED BY ME
 OR UNDER MY SUPERVISION.
Palmer W. Haddad
 Signature Exp. Date of License 01/20

LOWER FLOOR PLAN
 1/8" = 1'-0"

UPPER FLOOR PLAN
 1/8" = 1'-0"

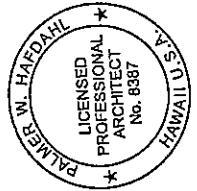
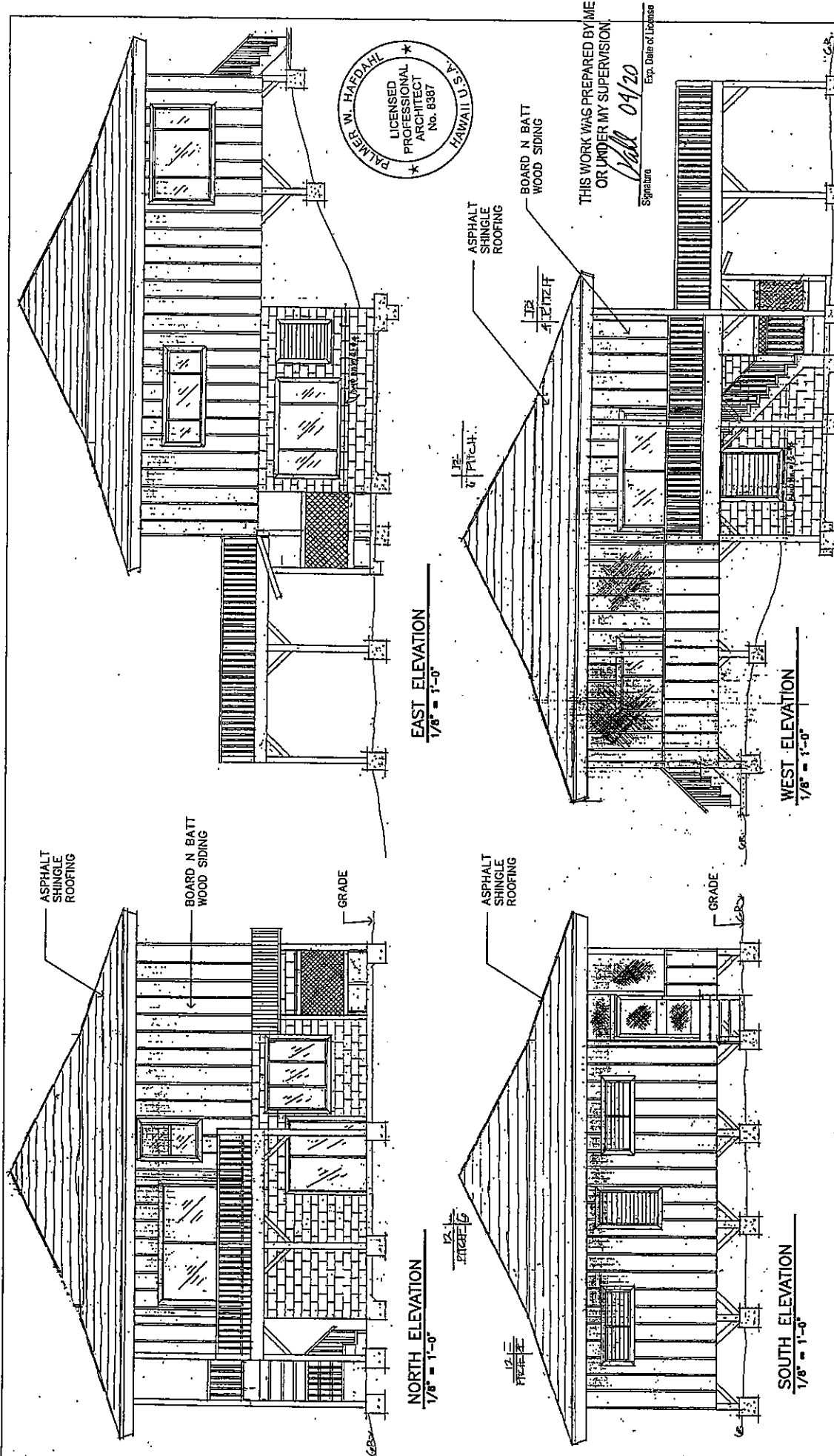
PALMS HAWAII
 ARCHITECTURE
 Palmer W. Haddad, AIA
 2570 Kele Street, Ste. 115, Lihue, HI, 96786
 808-246-4788 palmer@palms-hawaii.com

PALMS HAWAII
 UNIT 3-FARM DWELLING
 LYDGATE RISE AGRICULTURAL
 CONDOMINIUM

FLOOR PLAN

THK	(4) 4-4-003-045
Date	9/17/2018
Drawn by	JTL
Project status	CPR
Sheet #	1
Scale	1/8" = 1'-0"

No.	Description	Date



THIS WORK WAS PREPARED BY ME
OR UNDER MY SUPERVISION
Wahl 04/20
Signature Exp. Date of License

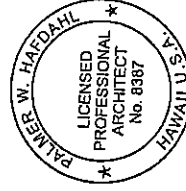
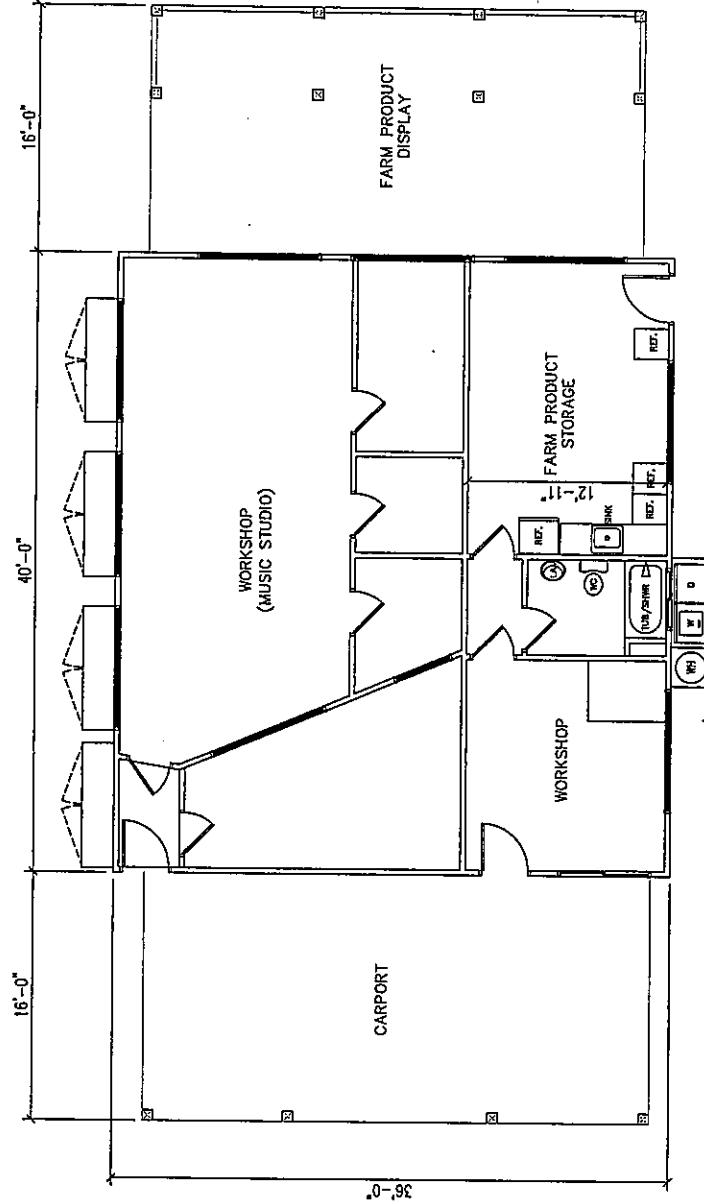
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Date	9/17/2018
Drawn by	JTL
Project status	CPR
Sheet #	2
Scale	1/8" = 1'-0"

No.	Description	Date

PALMS HAWAII UNIT 3-FARM DWELLING
ARCHITECTURE LYDGATE RISE AGRICULTURAL
CONDOMINIUM

Palmer W. Haidahl, AIA
2970 Kele Street, Ste. 115, Lihue, HI 96766
808-268-4796 palmer@palms-hawaii.com





THIS WORK WAS PREPARED BY ME
OR UNDER MY SUPERVISION.

Signature: *Wahl* Date: 04/20
Exp. Date of License



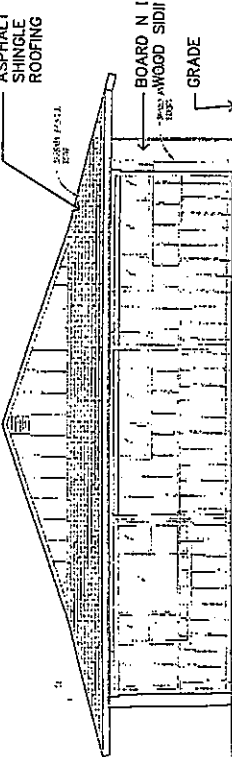
FLOOR PLAN

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Drawn by	JTL		
Project status	CPR		

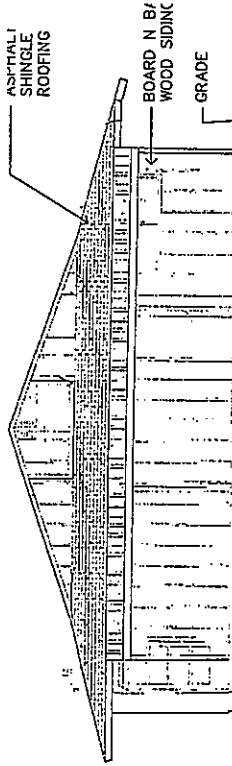
No.	Description	Date

UNIT 3-WORKSHOP
LYDGATE RISE AGRICULTURAL
CONDOMINIUM

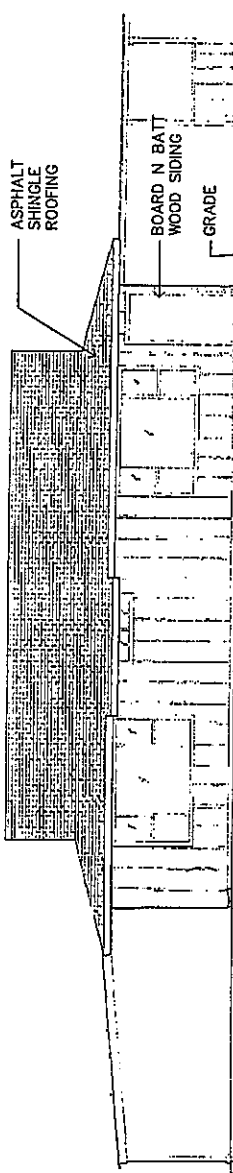
PALMS HAWAII ARCHITECTURE
Palmer W. Hafoahl, AIA
2870 Kale Street, Ste. 115, Lihue, HI, 96768
808-246-4790 palmer@palms-hawaii.com



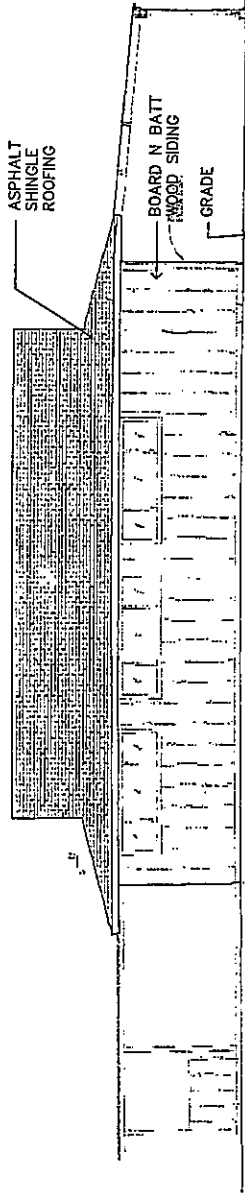
EAST ELEVATION
1/8" = 1'-0"



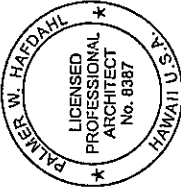
WEST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"



THIS WORK WAS PREPARED BY ME
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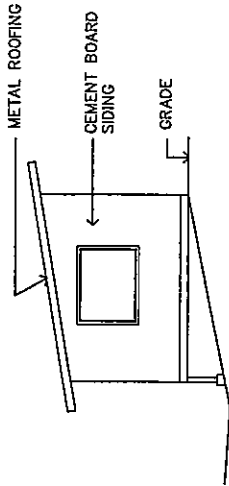
Signature *Palmer* 04/20
Exp. Date of License

PALMS HAWAII ARCHITECTURE
Palmer W. Hafdahl, AIA
2970 Kole Street Ste. 115, Lihue, HI 96766
808-246-4796 palmer@palms-hawaii.com

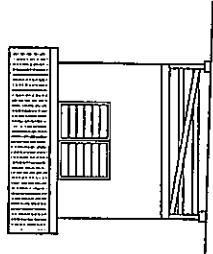
**UNIT 3-WORKSHOP
LYDGATE RISE AGRICULTURAL
CONDOMINIUM**

No.	Description	Date

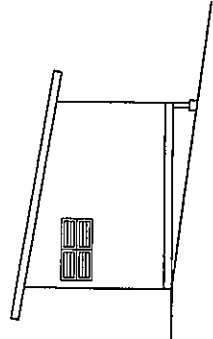
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Drawn by	JTL
Project status	CFR
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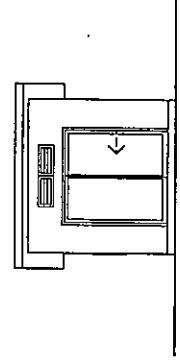
NORTH ELEVATION
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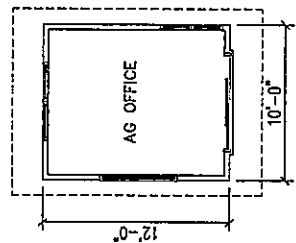
EAST ELEVATION
1/8" = 1'-0"



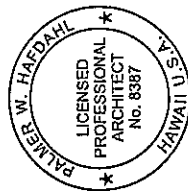
SOUTH ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"



FLOOR PLAN
1/8" = 1'-0"



THIS WORK WAS PREPARED BY ME
OR UNDER MY SUPERVISION.

Palmer W. Haldahl
Signature 04/20
Exp. Date of License

PALMS HAWAII ARCHITECTURE
Palmer W. Haldahl, AIA
2970 Kele Street, Ste. 115, Lihue, HI, 96766
808-245-4796 palmer@palms-hawaii.com

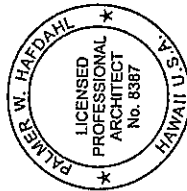
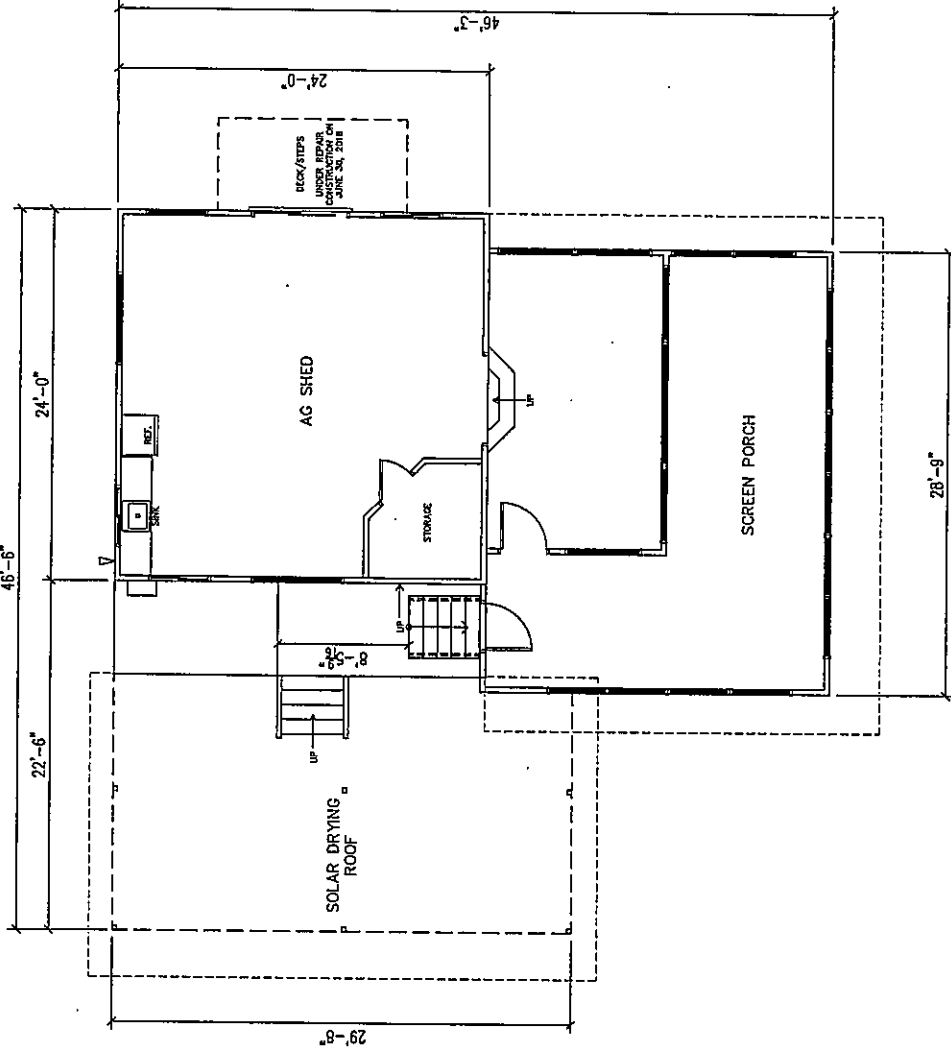
UNIT 3-AG OFFICE
LYDGATE RISE AGRICULTURAL
CONDOMINIUM

No.	Description	Date

FLOOR PLAN / ELEVATIONS

TMK	(4)4-4-005-045
Date	AUGUST 23, 2018
Drawn by	JTL
Project status	CFR

Sheet # **5** of 13
Scale 1/8" = 1'-0"



THIS WORK WAS PREPARED BY ME
OR UNDER MY SUPERVISION.

Palmer 04/26
Signature Exp. Date of License

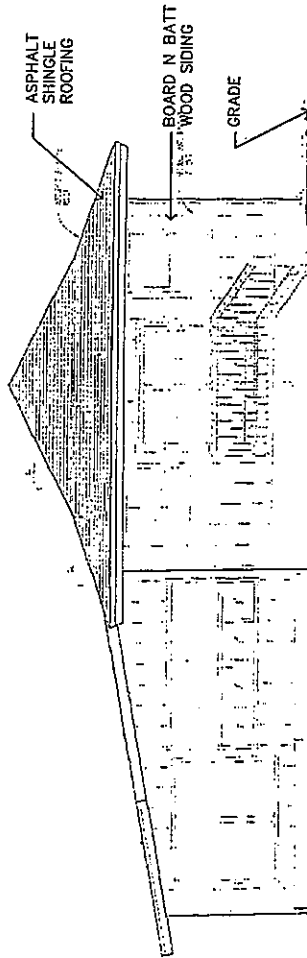
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808-246-4786 palmer@palms-hawaii.com

UNIT 3-AG SHED
LYDGATE RISE AGRICULTURAL
CONDOMINIUM

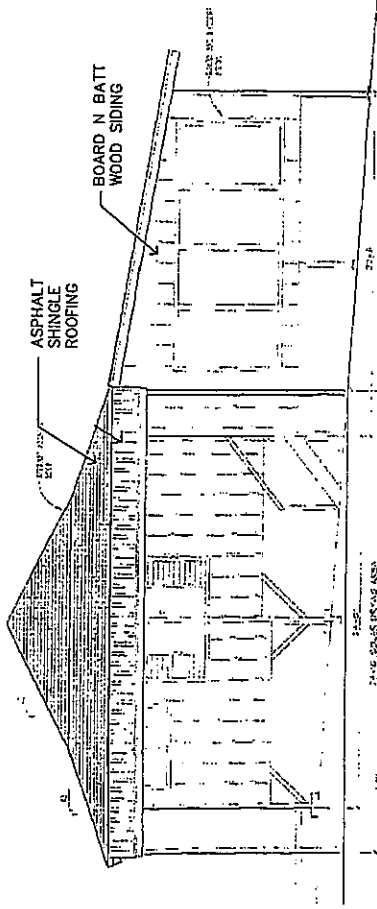
No.	Description	Date

FLOOR PLAN

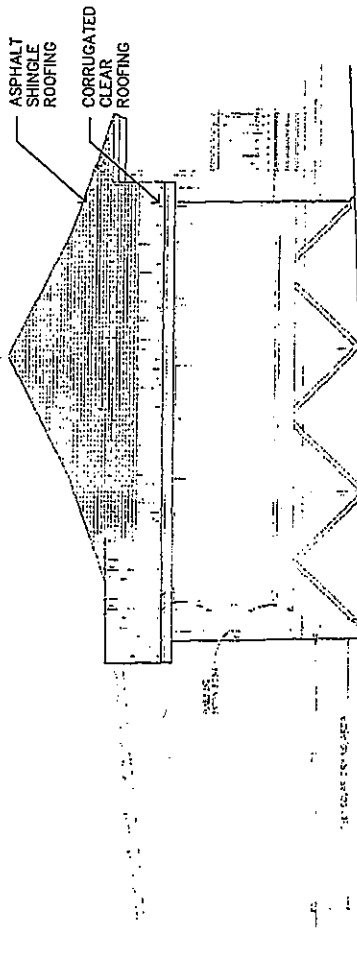
TMK	(4) 4-4-003-045
Date	AUGUST 23, 2018
Drawn by	JTL
Project status	CPR
Sheet #	6
Scale	1/8" = 1'-0"



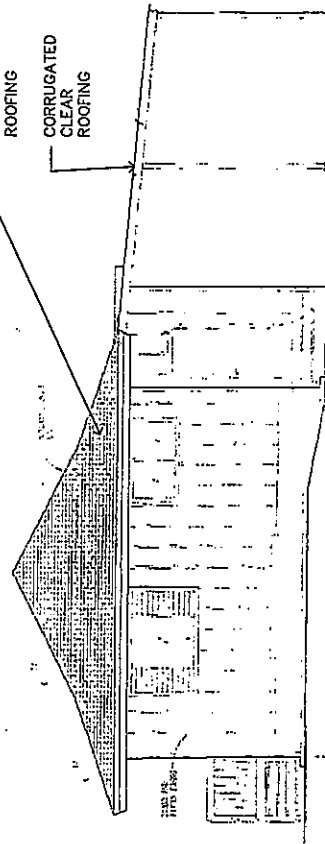
EAST ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"

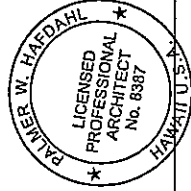


NORTH ELEVATION
1/8" = 1'-0"

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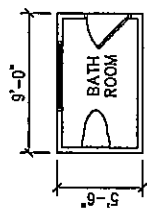
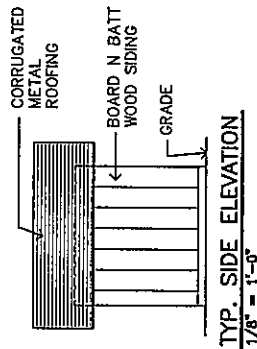
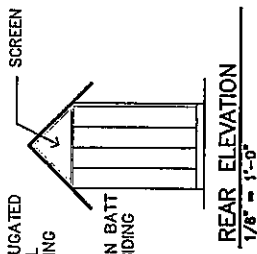
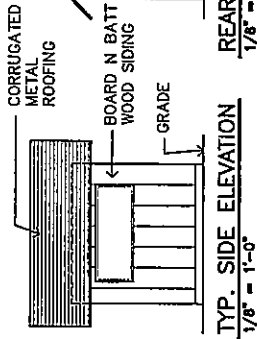
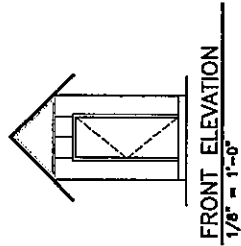
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808-246-4796 palmer@palms-hawaii.com

**UNIT 3-AG SHED
LYDGATE RISE AGRICULTURAL
CONDOMINIUM**

No.	Description	Date

ELEVATIONS

TMK	(4) 4-4003-045
Date	AUGUST 23, 2018
Drawn by	JTL
Project status	CFR
Sheet #	7
Scale	1/8" = 1'-0"



FLOOR PLAN
1/8" = 1'-0"



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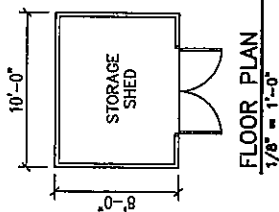
Signature: *Palmer* 09/20
Exp. Date of License

FLOOR PLAN / ELEVATIONS	
TMK	(4) 4-009-045
Date	AUGUST 23, 2018
Drawn by	JTL
Project status	CFR
Sheet #	8
Scale	1/8" = 1'-0"

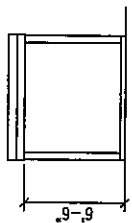
No.	Description	Date

UNIT 3-BATHROOM
LYDGATE RISE AGRICULTURAL
CONDOMINIUM

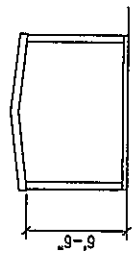
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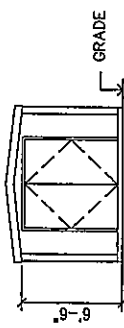
FLOOR PLAN
1/8" = 1'-0"



TYP. SIDE ELEVATION
1/8" = 1'-0"



REAR ELEVATION
1/8" = 1'-0"



FRONT ELEVATION
1/8" = 1'-0"



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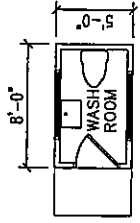
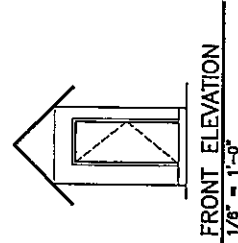
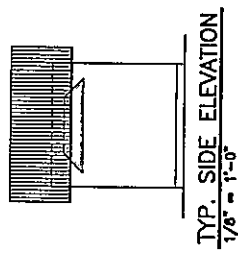
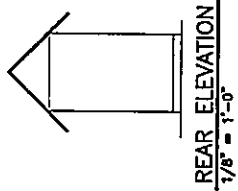
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808-246-4786 palmer@palms-hawaii.com

UNIT 3-FARM STORAGE
LYDGATE RISE AGRICULTURAL
CONDOMINIUM

No.	Description	Date

FLOOR PLAN / ELEVATIONS

TMK	(4)4-005-045
Date	AUGUST 23, 2018
Drawn by	JTL
Project status	CPR
Sheet #	9
Scale	1/8" = 1'-0"



FLOOR PLAN
1/8" = 1'-0"



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04/20
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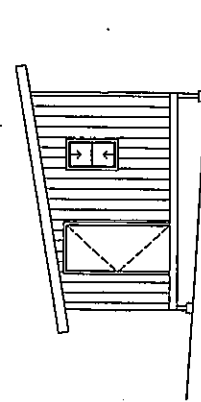
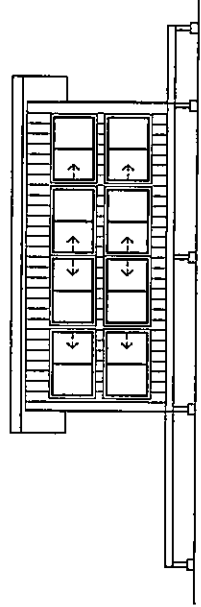
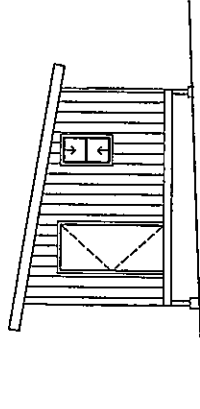
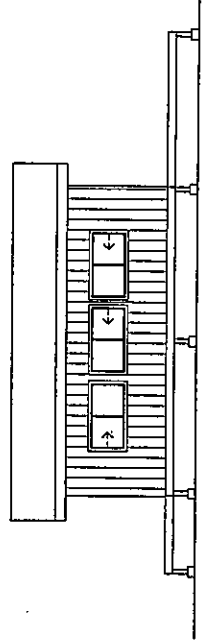
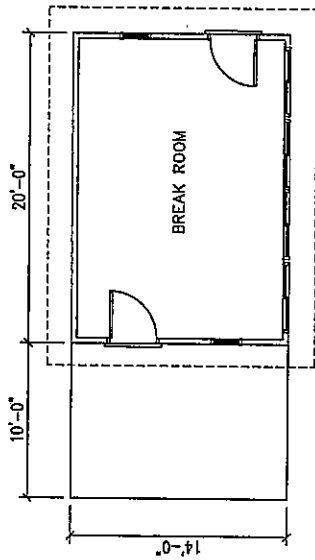
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UNIT 3-WASHROOM
LYDGATE RISE AGRICULTURAL
CONDOMINIUM

No.	Description	Date

FLOOR PLAN / ELEVATIONS

TMK	(4)4-4-003-045
Date	AUGUST 23, 2018
Drawn by	JTL
Project status	CPR
Sheet #	10
Scale	1/8" = 1'-0"



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808-216-4796 palmer@palms-hawaii.com

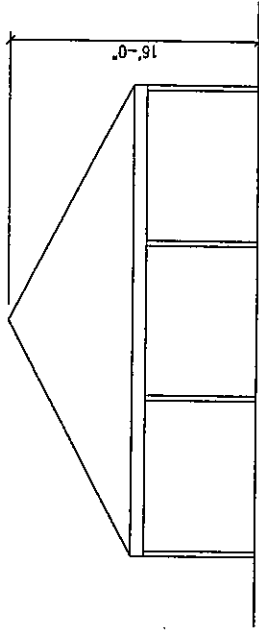
UNIT 3-BREAK ROOM
LYDGATE RISE AGRICULTURAL
CONDOMINIUM

No.	Description	Date

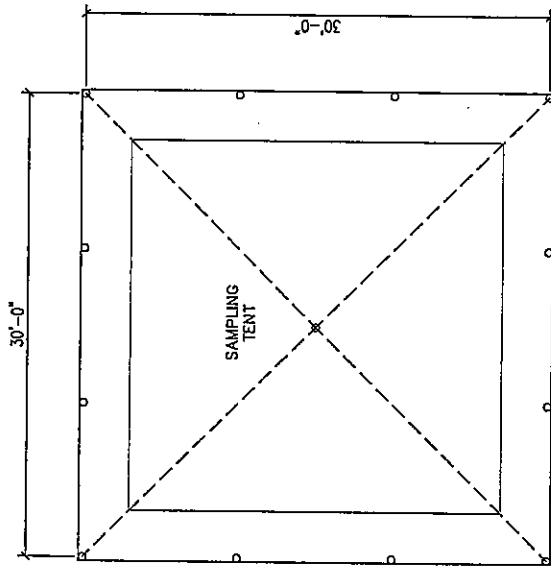
FLOOR PLAN / ELEVATIONS

TMK (4) 4-4-003-045
Date AUGUST 23, 2018
Drawn by JFL
Project status CFR

11 of 13
Sheet #
Scale 1/8" = 1'-0"



TYP. SIDE ELEVATION
1/8" = 1'-0"



FLOOR PLAN
1/8" = 1'-0"



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 808-265-4796 palmer@palms-hawaii.com

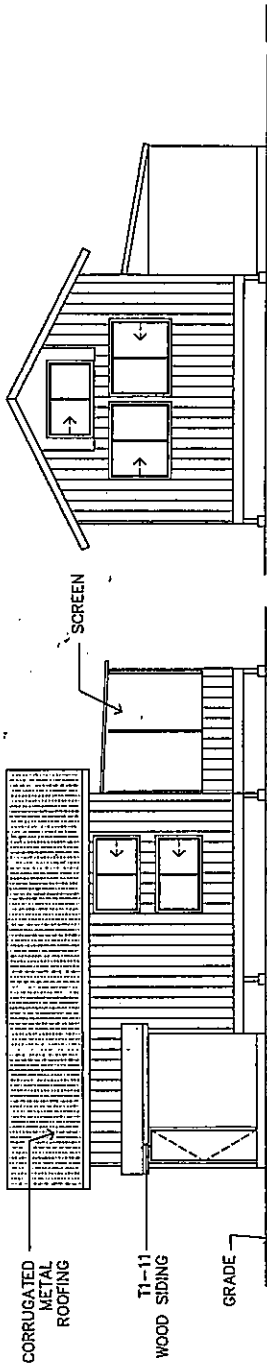
UNIT 3-TENT
LYDGATE RISE AGRICULTURAL
CONDOMINIUM

No.	Description	Date

FLOOR PLAN / ELEVATIONS

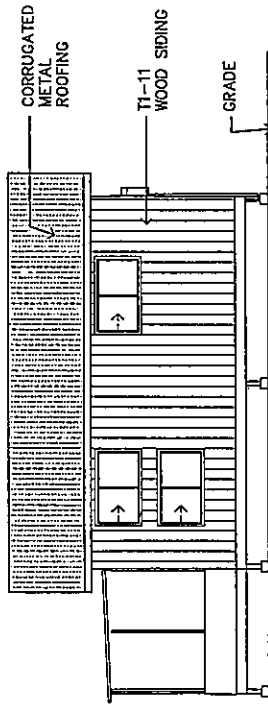
TMK (4)4-4-003-045
 Date 9/7/2018
 Drawn by JTL
 Project status CFR

Sheet # **12** of 13
 Scale 1/8" = 1'-0"

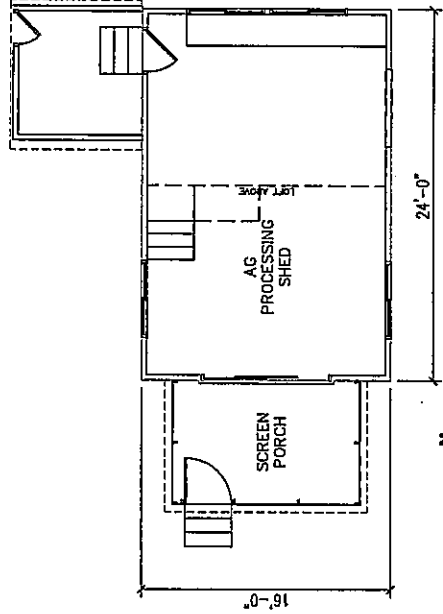


EAST ELEVATION
1/8" = 1'-0"

NORTH ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"



FLOOR PLAN
1/8" = 1'-0"



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WEST ELEVATION
1/8" = 1'-0"

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CONDOMINIUM

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FLOOR PLAN / ELEVATIONS	
TMK	(4) 4-4-003-045
Date	9/17/2018
Drawn by	JTL
Project status	CFR
Sheet #	13
of 13	
Scale	1/8" = 1'-0"

No.	Description	Date

END OF EXHIBIT "H"