

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer: MOLOA'A BAY VENTURES, LLC. a Hawaii limited liability company P. O. Box 180, Kilauea, Kauai, Hawaii 96754

Project Name(*): Moloaa Valley Farms Address: Moloaa, Kauai, Hawaii

Registration No. 4927 (Conversion)

Effective date: June 18, 2004 Expiration date: July 18, 2005

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.
[X] SUPPLEMENTARY: (pink) This report updates information contained in the:
And [X] Supersedes all prior public reports

(*) 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

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

- Required and attached to this report attached as Exhibit "L" 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:

1. The Limited Common Element area of Unit 1 has been increased from 4.403 acres to 5.2224 acres.
2. The Limited Common Element area of Unit 2 has been decreased from 2.954 acres to 2.133 acres.
3. Exhibit "D" to the Public Report was amended to reflect the above changes.
4. The alteration of the size and configuration of Units 1 and 2 resulted in the alteration of the size and configuration of Easement W-2. Easement W-2 has been decreased from 0.053 acre to 0.015 acre.
5. The alteration of the size and configuration of Units 1 and 2 resulted in the alteration of the percentage undivided common interests appurtenant to Units 1 and 2 and the alteration of the percentage share in common expenses and profits and voting rights for Units 1 and 2. Exhibit "E" to the Public Report is amended to reflect the foregoing change.
6. The Condominium Map No. 3592 was amended to note items 1, 2, 3 and 4 above.
7. A First Amendment to Declaration of Condominium Property Regime of Moloaa Valley Farms was recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-074712, to note the above changes.
8. Exhibit "F" to the Public Report was amended to reflect the filing of the First Amendment noted in item 7 above.
9. A Disclosure Abstract is attached as Exhibit "L" to this Supplementary Public Report.
10. Information regarding the private water system serving the Project has been updated (see page 20a, paragraph 7) and a new Exhibit "M" has been attached to the Public Report stating the County of Kauai Planning Commission terms and conditions for the water system.

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT, **not** a subdivision. There are County restrictions on the number of residential dwelling units, or other structures, which may be built on the property. Therefore, unless the Purchaser is buying an existing residential dwelling, **THERE IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO BUILD A RESIDENTIAL DWELLING UNIT ON THE PROPERTY. THERE IS ALSO NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL STRUCTURE TO A RESIDENTIAL USE.** The Purchaser should consult with the appropriate County agencies to determine whether the Purchaser may build a residential dwelling unit, or any other type of structure, on the property.

1. There are presently **NO RESIDENTIAL STRUCTURES ON THE PROPERTY.** The only buildings on the property are shade sheds, each of which may be defined as an "apartment" under the condominium property act.
2. This public report does **not** constitute an approval of the project by the Real Estate Commission or any other governmental agency, nor does it warrant that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.
3. The land area beneath and immediately appurtenant to each unit is designated a **LIMITED COMMON ELEMENT** and is **not** a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.
4. Facilities and improvements normally associated with County-approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owners and emergency traffic, drainage facilities, etc., may not be provided, and services such as County street maintenance and trash collection may not be available for interior roads and driveways.

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

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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: MOLOA'A BAY VENTURES, LLC Phone: (808) 828-1476
(Business)

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):

Bill Chase
Legal Tender Development Associates, a Delaware LLC

Real Estate Broker: All Islands, Inc., dba Century 21 All Islands Phone: (808) 828-1111
4244 Kilauea Lighthouse Road (Business)
Kilauea, Kauai, Hawaii 96754

Escrow: First Hawaii Title Corporation Phone: (808) 826-6812
5-5190 Kuhio Highway (Business)
Princeville, Kauai, Hawaii 96722

General Contractor: N/A Phone:

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

Attorney for Developer: Donald H. Wilson Phone: (808) 245-4705
Belles Graham Proudfoot & Wilson (Business)
4334 Rice Street, Suite 202
Lihue, Kauai, Hawaii 96766-1388

*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. 2002-128227

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 Moloaa Valley Farms dated March 24, 2004, and recorded as Document No. 2004-074712.

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. 3466

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 Moloaa Valley Farms dated March 24, 2004, and recorded as Document No. 2004-074712.

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. 2002-128228

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>75%</u>
House Rules	----	<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 reserves the right to change the Declaration and Condominium Map as provided for in Section M. of the Declaration.

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 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

For Sub-leaseholds:

- Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:
 Canceled Foreclosed
- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

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

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

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

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: Month Year

[] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

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

B. Underlying Land:

Address: Lot D-2-A
Moloaa, Kauai, Hawaii

Tax Map Key: (TMK): (4) 4-9-011-038

[X] Address [X] TMK is expected to change because addresses will be assigned by the County when houses are constructed; CPR numbers will be added to the current TMK number.

Total Land Area: 25.000 [] square feet [X] acre(s) Zoning: SLUC-Agricultural
CZO – Open

Fee Owner: MOLOA'A BAY VENTURES, LLC
P. O. Box 180
Kilauea, Kauai, Hawaii 96754

Lessor: N/A
Name _____
Address _____

C. Buildings and Other Improvements:

1. New Building(s)
 Conversion of Existing Building(s)
 Both New Building(s) and Conversion
2. Number of Buildings: 7 Floors Per Building 1
 Exhibit "A" contains further explanations.
3. Principal Construction Material:
 Concrete Hollow Tile Wood
 Other Steel fence stakes and shade cloth
4. Permitted Uses by Zoning:

	No. of Apts.	<u>Use Permitted by Zoning</u>	
<input type="checkbox"/> Residential	_____	<input 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	_____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Other: Shed)	<u>7</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

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

Yes No

5. Special Use Restrictions:

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

- Pets: Animals and pets are limited as provided in Articles G.16 and G.28 of the Declaration and Section 13.1 of the Bylaws.
- Number of Occupants: _____
- Other: See Article G of the Declaration. The Declaration of Protective Covenants and Co-Tenancy Agreement dated October 10, 2000, recorded with the Bureau of Conveyances of the State of Hawaii as Document No. 2000-183968, contains certain use restrictions; however, that Declaration becomes null and void upon creation of this Project, and therefore a summary of the Declaration is not attached to or included in this Public Report.
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
<u>Unit 1</u>	<u>1</u>	<u>0/0</u>	<u> </u>	<u>20</u>	<u>Shade Shed</u>
<u>Unit 2</u>	<u>1</u>	<u>0/0</u>	<u> </u>	<u>20</u>	<u>Shade Shed</u>
<u>Unit 3</u>	<u>1</u>	<u>0/0</u>	<u> </u>	<u>20</u>	<u>Shade Shed</u>
<u>Unit 4</u>	<u>1</u>	<u>0/0</u>	<u> </u>	<u>20</u>	<u>Shade Shed</u>
<u>Unit 5</u>	<u>1</u>	<u>0/0</u>	<u> </u>	<u>20</u>	<u>Shade Shed</u>
<u>Unit 6</u>	<u>1</u>	<u>0/0</u>	<u> </u>	<u>20</u>	<u>Shade Shed</u>
<u>Unit 7</u>	<u>1</u>	<u>0/0</u>	<u> </u>	<u>20</u>	<u>Shade Shed</u>

Total number of Apartments: 7

***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:

See Exhibit "A"

Permitted Alterations to Apartments:

See Exhibit "B"

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 not elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 10

	<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 each unit)	<u> </u>	<u>2 (Units 1-5 only)</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>10</u>
Guest	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Unassigned	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Extra for Purchase	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Other: <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Covered & Open:	<u>10</u>		<u>0</u>		<u>0</u>		<u>10</u>

Except for Units 6 and 7, each apartment will have the exclusive use of at least 2 parking stall(s). Units 6 and 7 are not entitled to construct dwellings, and therefore there are no parking stalls assigned to those Units.

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.

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: Park area including portion of Moloaa Stream, as shown on Condominium Map

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

There are no violations. Violations will not be cured.

Violations and cost to cure are listed below. Violations will be cured by
(Date)

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

N/A

11. Conformance to Present Zoning Code

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

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

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

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

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

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

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

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

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

- described in Exhibit "C" .
 as follows:

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

There are no limited common elements in this project.

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

described in Exhibit "D" *.

as follows:

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

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

described in Exhibit "E".

as follows:

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

Exhibit "F" describes the encumbrances against the title contained in the title report dated April 30, 2004 and May 5, 2004 and issued by First Hawaii Title Corporation.

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>
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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: Units are sold "as is".

2. Appliances:

N/A

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

The construction of Units 1 through 7 Shade Sheds was completed in August 2001.

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 affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

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

not affiliated with the Developer the Developer or the Developer's affiliate.
 self-managed by the Association of Apartment Owners Other _____

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

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit "G" contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

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

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

None Electricity (____ Common Elements only ____ Common Elements & Apartments)

Gas (____ Common Elements only _____ Common Elements & Apartments)

Water Sewer Television Cable

Other _____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

- Notice to Owner Occupants
- Specimen Sales Contract
Exhibit "H" contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated July 16, 2002
Exhibit "I" contains a summary of the pertinent provisions of the escrow agreement.
- Other _____

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 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 issued 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 _____

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 sites:

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. 4927 filed with the Real Estate Commission on August 30, 2002.

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

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

1. Units 6 and 7 of the Project are prohibited from being used for any residential purpose, and are not entitled to construct a residential dwelling or farm dwelling. Other building restrictions also apply to Units 6 and 7. See Articles D.5 and G of the Declaration.
2. Purchasers of Units 1-5 should be aware that Chapter 205, Hawaii Revised Statutes ("H.R.S."), does not authorize residential dwellings as a permissible use in an agricultural use district, unless the dwelling is related to an agricultural activity or is a "farm dwelling".

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

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

In order for any purchaser of Units 1-5 to obtain a building permit to construct a single family residential unit (farm dwelling), the County of Kauai will require the purchaser to sign a Farm Dwelling Agreement in the form attached hereto as Exhibit "I".

In addition, Section K.2 of the Declaration imposes a duty of each unit owner to bear an equal burden proportionate to the unit owner's respective appurtenant interest in the common area for the cost of maintaining agricultural activities on the Project that are satisfactory to the Planning Department of the County of Kauai and that will allow the issuance of a Farm Dwelling Agreement and corresponding building permit to Units 1-5 of the Project. See Section K.2 of Exhibit "B", Alteration of Project.

3. The use of hazardous material is restricted except as provided under Article H of the Declaration and all hazardous materials laws.
4. For the purpose of Exhibit "F" of the Final Condominium Public Report the Developer has not conducted a reserve study in accordance with § 514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.
5. Purchasers should be aware that the Project is located within the Open District under the County of Kauai Comprehensive Zoning Ordinance ("CZO"), and is therefore subject to certain land coverage restrictions as more fully detailed in the CZO. Under CZO provisions in effect at the time of issuance of this Condominium Public Report, land coverage within the Open District portion of the Project is limited to ten percent (10%) of the total size of the Open District area, provided that any parcel of record existing prior to or on September 1, 1972 is allowed 3,000 square feet of land coverage. "Land coverage" is defined under the CZO as

... a man-made structure, improvement or covering that prevents normal precipitation from directly reaching the surface of the land underlying the structure, improvement or covering. Structures, improvements and covering include roofs, surfaces that are paved with asphalt, stone, or the like such as roads, streets, sidewalks, driveways, parking lots, tennis courts, patios, and lands so used that the soil will be compacted so as to prevent substantial infiltration, such as parking of cars and heavy and repeated pedestrian traffic.

The Open District area within this Project is approximately 25 acres, and the total land coverage area within the Open District area is therefore approximately 2.5 acres or approximately 108,900 square feet, since the Property was not a parcel of record prior to or on September 1, 1972. Available land coverage for improvements within the Project shall first be allocated to any common elements or other areas that are in common use for more than one Unit (such as any non-permeable or semi-permeable driveway surface located within Easement AU-1) and also to any structure or improvement related to the facilities of the private Water Association that serves the Project (see Paragraph 7 below). The Developer's estimate of the total square footage of the land coverage area used or to be used for such common elements and Water Association improvements is 1,000 square feet. Also, Unit 6 shall be allocated land coverage area not to exceed 3,000

square feet for the construction of agricultural buildings and related improvements. After such allocations are taken into consideration, the remaining land coverage allowed for the Project shall be divided among the other Units in the following proportions: Unit 1 - 20% (or approximately 20,980 square feet); Unit 2 - 20% (or approximately 20,980 square feet); Unit 3 - 20% (or approximately 20,980 square feet); Unit 4 - 20% (or approximately 20,980 square feet), Unit 5 - 20% (or approximately 20,980 square feet); and Unit 7 - 0%.

6. Pursuant to the Project's Master Deed (Warranty Deed; Agreements Regarding Water Line Easements dated July 6, 2000, recorded as Document No. 2000-095220), nonexclusive easements for water line purposes have been reserved in favor of two properties adjacent to the Project, to enable those two properties to have access to water service. The location(s) of these nonexclusive easements are not specifically designated in the Master Deed, but are to be determined if and when the two adjacent properties elect to secure water service across the Project. Pursuant to the provisions of the Master Deed, said nonexclusive easements shall not interfere with building sites and other easements within the Project, and after installation, repair or removal of any water lines the owner(s) of the adjacent properties will restore the surface of the land as nearly as possible to its condition immediately prior thereto. Purchasers of all Units are encouraged to review the Master Deed and, to the extent applicable, the Water Association plans and easement locations to determine what effect, if any, said nonexclusive easements may have on the Unit being purchased.
7. Potable and irrigation water for Units 1-6 in the Project shall be provided by two separate and privately owned and operated Water Associations. Unit 7 is not entitled to participate in either of the Water Associations. Moloaa Valley Farms Water Association I, a Hawaii non-profit corporation, shall provide water for Units 4, 5 and 6 of the Project and CPR Units A and B of the adjacent Ohana Kuleana Condominium, located on property designated as TMK No. (4) 4-9-011-038. Moloaa Valley Farms Water Association II, a Hawaii non-profit corporation yet to be formed, shall provide water for Units 1, 2 and 3 of the Project. All owners of Units 1-6 shall be required to be owners of and participants in the Water Association for their respective Unit, and all owners and participants shall be required to pay a share of all costs and expenses of the system, including a private water well, and all storage and distribution facilities of the system. The County of Kauai Planning Commission has issued Use and Class IV Zoning Permits for the construction of the water facilities to be constructed for Moloaa Valley Farms Water Association I. A copy of the County's terms and conditions for those permits is attached to this Public Report as Exhibit M. Units 2, 4 and 6 are subject to easements for the water system facilities, as shown on the Condominium Map and as described in the Declaration. The estimated costs and fees for each unit owner's participation in the private Water System are detailed in Exhibit K attached hereto.
8. Access and utility service to Units 2, 3, 4, and 6 shall be by way of Easement AU-1, as shown on the Condominium Map, which is directly connected to Koolau Road, a public roadway. Access to Units 1 and 5 shall be from Koolau Road, a public roadway, and thence over Easement 3, as shown on the Condominium Map. Utility service (excluding potable water and irrigation water, which will be provided by the private Water Association) to Units 1 and 5 shall be from Koolau Road. Access and utility service to Unit 7 shall be through the adjacent Lot D-3, as shown on the Condominium Map, which is owned by the person who will be acquiring title to Unit 7 pursuant to the Declaration of Protective Covenants and Co-Tenancy Agreement dated October 10, 2000 and recorded as Document No. 2000-183968. Only the Units that utilize Easement AU-1 (i.e., Units 2, 3, 4 and 6) shall be required to contribute to the costs of maintenance and repair of the driveway and utility lines within that easement area, and costs shall be apportioned among those Units according to the distance used by each Unit for access and utility purposes. The costs to maintain and repair Easement 3 shall be shared by the owners of Units 1 and 5 according to the distance used by each Unit for access purposes.
9. Under current County of Kauai zoning ordinances, a single Guest House is allowed to be constructed within the Project. The right to construct the one allowable Guest House is reserved to the owner of Unit 5. No Additional Dwelling Units ("ADU"s), as defined under current County of Kauai zoning ordinances, are allowed to be constructed on the Project.
10. Unit 7 may only be conveyed together with the property designated as Lot D-3, TMK No. (4) 4-9-11-13. Unit 7 is created and intended to be used and enjoyed only together with said Lot D-3, and to have its access to a public roadway and utility services provided through said Lot D-3. The owner of Unit 7 shall not have the right to use Easement AU-1 for access or utility purposes, nor to use the common element park area shown on the Condominium Map, nor shall the owner of Unit 7 be liable for any share of the common expenses of the Association.

11. A 56-foot wide Future Road Widening Reserve in favor of the County of Kauai affects portions of Units 1, 2, 5 and 6, as shown on the Condominium Map. The owner of Unit 5 shall have the right, at his or her sole cost and expense, to elect to dedicate, or to attempt to dedicate, the Future Road Widening Reserve to the County of Kauai. Such costs and expenses may include items such as surveying, mapping, County fees, legal fees, and fees and costs incurred to make appropriate amendments to the Project documents. The owners of Units 1, 2 and 6 shall cooperate as reasonably necessary to accommodate such dedication to the County of Kauai.
12. The Common Element Park Area shall be available for use by the owners, occupants, and tenants of Units 2, 3, 4, 5 and 6 only, and only those Units shall be obligated to contribute to the common expense, if any, of maintaining and repairing the Common Element Park Area.

- 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.

MOLOA'A BAY VENTURES, LLC
Owner/Developer

By 
BILL CHASE
Its Member

June 1, 2004
Date

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"

DESCRIPTION OF BUILDINGS

The project consists of seven (7) agricultural shade sheds constructed principally of steel posts and screen, without a basement or foundation.

Units 1 through 7, located as shown on the Condominium Map, each contain a total area of 20 square feet.

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

EXHIBIT "B"

ALTERATION OF PROJECT

Paragraph K of the Declaration provides that:

1. Except as otherwise provided in this Declaration, and provided that the unit owner satisfies the applicable terms and conditions of the Project Documents and obtains all of the necessary governmental permits, each unit owner shall have the right at his sole option at any time and from time to time, as hereinafter set forth, without the consent and/or approval of the owner of any other unit or any other persons or entity, to construct, reconstruct, repair, maintain, improve, renovate, remodel, make additions to, enlarge, remove, replace, alter or restore the improvements to or in his unit or portions thereof or upon or within the Yard Areas or other limited common elements or easements appurtenant to his unit (collectively, the foregoing are referred to as "alterations"). Each unit owner who makes such alterations (hereinafter referred to as the "Altering Owner") shall have the right without the consent or joinder of any other person to amend this Declaration and the Condominium Map to accomplish any such alterations. If required by the Act, promptly upon completion of such alterations the Altering Owner shall duly record such amendment to this Declaration in the Bureau of Conveyances, together with a complete set of the floor plans of such unit as so altered, certified by a registered architect or professional engineer to fully and accurately depict the altered portions of the property as built. All existing unit owners and all future unit owners and their mortgagees, by accepting an interest in a unit, consent to all such alterations and agree to give and shall be deemed to have given the Altering Owner a power of attorney to execute an amendment to the Declaration solely for the purpose of describing the alterations to such unit in the Declaration so that the Altering Owner shall hereafter have a power of attorney from all the other unit owners to execute such amendment to the Declaration. This power of attorney shall be deemed coupled with each owner's interest in his unit (including his common interest) and shall be irrevocable. If, despite the provisions of this paragraph, any governmental agency shall require some or all of the owners of units in the Project (other than the Altering Owner) to sign the necessary governmental permit application or related documents, then all of the other unit owners shall be required to sign any such permit applications or related documents (including authorizations allowing the Altering Owner to sign such governmental permits on behalf of such other owners) as may be necessary to allow the Altering Owner to obtain all such governmental permit necessary to make the alterations authorized by this paragraph. Any such unit owner who wrongfully refuses to sign such permits or provide the Altering Owner with the necessary authorizations shall be liable to the Altering Owner for all such damages (including costs and attorneys' fees) incurred by the Altering Owner as a result of such refusal and shall be subject to such other legal and/or equitable remedies as may be available to the Altering Owner.

2. In certain cases, H.R.S. Chapter 205 may require that the Condominium Houses located within the Project qualify and be used as Farm Dwellings. If one or more of the Condominium Houses within the Project must qualify as a Farm Dwelling, then the affected unit owner will be required to enter into an agreement with the County of Kauai certifying that the Farm Dwelling will be used in connection with a farm or where agricultural activity provides income to the family occupying the Farm Dwelling. In addition, the Planning Department of the County of Kauai may not allow any Farm Dwelling to be constructed after the first Farm Dwelling within the Project unless the Planning Department inspects the Project to confirm whether agricultural activities are being conducted on the Project in accordance with H.R.S. Chapter

205. Each unit owner in the Project, therefore, shall bear an equal burden proportionate to the unit owner's respective appurtenant interest in the common area, for the cost of maintaining agricultural activities on the Project that are satisfactory to the Planning Department of the County of Kauai and that will allow the issuance of a Farm Dwelling Agreement and corresponding building permit to all of the units within the Project. Any assessment that may be necessary to maintain agricultural activities pursuant to this paragraph may be imposed upon each unit in accordance with the Bylaws as a common expense of the association in connection with the operation of the Project.

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

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

(b) Such alterations may decrease or increase the size of the affected unit, provided that no alteration shall extend or place the unit outside of the limits of the Yard Area appurtenant to such unit.

(c) All such alterations shall be at the sole expense of the unit owner making the change and shall be made within one (1) year of the commencement thereof and in a manner that will not unreasonably interfere with the other unit owner's use of his unit or Yard Area.

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

4. Under current laws, the Project is entitled to construct one (1) Guest House. The right to construct said Guest House is reserved to the owner of Unit 5. Said right may be assigned by the owner of Unit 5 to any other unit owner within the Project at any time. All provisions of the Comprehensive Zoning Ordinance and any other laws, ordinances or regulations which are applicable shall be observed by the unit owner to which the right to build a Guest House applies. The unit owner shall also consult with the appropriate County and/or State agencies regarding all applicable laws or regulations prior to construction.

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

* SPECIAL NOTATION: When applying for or submitting Farm Dwelling Agreements, building permits, use permits, zoning permits or any other land use permits with governmental agencies, the governmental

agency may require some or all of the owners of the Project to sign the permit forms. In such case, all unit owners shall be required to sign such permit applications and related documents as may be necessary for any unit owner to obtain such permits, so long as the requesting unit owner has complied with the Condominium Documents.

The issuance of an effective date for the Condominium Public Report should not be construed to mean that all governmental laws, ordinances and regulations have been complied with and all subsequent development and use shall comply with applicable governmental laws, ordinances and regulations.

Additionally, the creation of the Condominium Property Regime does not mean that the land has met the subdivision requirements of the County. As such, certain facilities and improvements normally associated with County approved subdivisions may not be necessarily included as part of this Project.

EXHIBIT "C"

COMMON ELEMENTS

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

1. The Property described in Exhibit "A", attached to the Declaration, in fee simple.
2. All central and appurtenant installations for common services, including utilities.
3. Any and all apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, use, maintenance or safety, or normally in common use, including but not limited to Easement AU-1, for access and utility purposes serving Units 2, 3, 4 and 6, and Easement 3, for access purposes serving Units 1 and 5.
4. A Common Element Park Area, as shown on the Condominium Map.

EXHIBIT "D"

LIMITED COMMON ELEMENTS

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

Yard Area 1: Yard Area 1 consists of the land area under and surrounding Unit 1 contains approximately 5.224 acres as designated on the Condominium Map, and is reserved for the exclusive use of Unit 1 for the support of the building and other improvements comprising Unit 1, and for the purposes described in the Project Documents.

Yard Area 2: Yard Area 2 consists of the land area under and surrounding Unit 2 contains approximately 2.133 acres as designated on the Condominium Map, and is reserved for the exclusive use of Unit 2 for the support of the building and other improvements comprising Unit 2, and for the purposes described in the Project Documents.

Yard Area 3: Yard Area 3 consists of the land area under and surrounding Unit 3 contains approximately 2.403 acres as designated on the Condominium Map, and is reserved for the exclusive use of Unit 3 for the support of the building and other improvements comprising Unit 3, and for the purposes described in the Project Documents.

Yard Area 4: Yard Area 4 consists of the land area under and surrounding Unit 4 contains approximately 3.423 acres as designated on the Condominium Map, and is reserved for the exclusive use of Unit 4 for the support of the building and other improvements comprising Unit 4, and for the purposes described in the Project Documents.

Yard Area 5: Yard Area 5 consists of the land area under and surrounding Unit 5 contains approximately 3.753 acres as designated on the Condominium Map, and is reserved for the exclusive use of Unit 5 for the support of the building and other improvements comprising Unit 5, and for the purposes described in the Project Documents.

Yard Area 6: Yard Area 6 consists of the land area under and surrounding Unit 6 contains approximately 5.595 acres as designated on the Condominium Map, and is reserved for the exclusive use of Unit 6 for the support of the building and other improvements comprising Unit 6, and for the purposes described in the Project Documents.

Yard Area 7: Yard Area 7 consists of the land area under and surrounding Unit 7 contains approximately 2.304 acres as designated on the Condominium Map, and is reserved for the exclusive use of Unit 7 for the support of the building and other improvements comprising Unit 7, and for the purposes described in the Project Documents.

EXHIBIT "E"

**PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS, SHARE OF
COMMON EXPENSES AND PROFITS, AND VOTING RIGHTS**

The undivided interest in the Common Elements, the share of common expenses and profits, and voting rights appurtenant to each unit shall be as described below.

<u>Unit Number</u>	<u>% of Undivided Interest</u>	<u>% Share in Common Expenses and Profits and Voting Rights</u>
1	21.03%	23.18%
2	8.60%	9.47%
3	9.68%	10.67%
4	13.78%	15.19%
5	15.11%	16.66%
6	22.52%	24.83%
7	9.28%	0%

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE

1. Any taxes that may be due and owing and tax liens that may exist, refer to Director of Finance, Kauai County.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Claims arising out of customary or traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes as provided for in the Hawaii Constitution or the Hawaii Revised Statutes, as amended.
4. Any unrecorded leases, subleases, or tenancy agreements demising a portion of the land described herein, and any encumbrances affecting the same.
5. The effects, if any, of the location of the Moloaa Stream traversing a portion of the land described herein.
6. Grant in favor of GTE Hawaiian Telephone Company Incorporated, a Hawaii corporation, dated February 20, 1986 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 19386 at Page 492, granting an easement for utility and incidental purposes over, under, across and through a portion of the land herein described.
7. Portion of Easement "3", ten (10) feet wide, for right-of-way purposes, in favor of the owners of Lots P, Q, R, S, and Exception 1 (R.P. 7424, L.C. Aw. 5109), as shown on partition map and survey map prepared by Dennis M. Esaki, Licensed Professional Land Surveyor, Certificate No. 4384, dated December, 1999.
8. Portion of Easement "4", ten (10) feet wide, for right-of-way purposes, in favor of the owners of Lots P and Q, as shown on survey map prepared by Dennis M. Esaki, Licensed Professional Land Surveyor, Certificate No. 4384, dated December, 1999.
9. Portion of Easement "5", ten (10) feet wide, for right-of-way purposes, as shown on survey map prepared by Dennis M. Esaki, Licensed Professional Land Surveyor, Certificate No. 4384, dated December, 1999.
10. Grant in favor of Citizens Utilities Company dated December 7, 1998, and recorded in said Bureau as Document No. 99-011890, granting an easement for utility purposes over Easement "E-1" and incidental purposes.
11. Easement "AU-1" in favor of Lot D-3, and the owner thereof, for a perpetual, non-exclusive easement for construction, reconstruction, installation, maintenance, repair and replacement of improvements for pedestrian and vehicular access and for underground utilities (being a portion of Easement 5 as described in the Final Decree of the Kaapuni Hui Partition entered April 16, 1934 in The Lihue Plantation Company, Limited, et al., v. Achi, et al., Equity No. 85, Fifth Circuit Court, State of Hawaii, and as shown on survey map prepared by Dennis M. Esaki, Licensed Professional Surveyor, Certificate No. 4383, dated December 1999), as granted by Declaration of Grant and Reservation of Easement AU-1, dated April 21, 2000, recorded as Document No. 2000-056396.

12. Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in the Warranty Deed dated July 3, 2000, recorded in said Bureau as Document No. 2000-095214, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
13. Reservation of Water Line Easement in favor of Allotment D-3 and Apartment D of "Larsen's Beach Road", Condominium Map No. 2466, by instrument dated July 6, 2000, recorded in said Bureau as Document No. 2000-095220.
14. Waiver and Release dated September 25, 2000, recorded in said Bureau as Document No. 2000-138547.
15. Grant in favor of Citizens Utilities Company, a Delaware corporation, and Verizon Hawaii, Inc., a Hawaii corporation, dated May 3, 2001, and recorded in said Bureau as Document No. 2002-051629, granting an easement for utility purposes designated as Easement "E-1" (10 feet wide) and incidental purposes.
16. Building setback line and drainage way as indicated on the subdivision map, as per survey of Wayne T. Wada, Licensed Professional Land Surveyor, Certificate Number 4596, dated June 2002.
17. Vehicular access restriction along portions of the Koolau Road, as per survey of Wayne T. Wada, Licensed Professional Land Surveyor, Certificate Number 4596, dated June 2002.
18. A 56 feet wide future roadway reserve, as per survey of Wayne T. Wada, Licensed Professional Land Surveyor, Certificate Number 4596, dated June 2002.
19. A 3 feet wide road widening reserve along Koolau Road, as per survey of Wayne T. Wada, Licensed Professional Land Surveyor, Certificate Number 4596, dated June 2002.
20. Domestic water service from the Department of Water, County of Kauai is not available to the lot. Prior to building permit approvals, the appliance must complete a Waiver and Release Agreement with the Department of Water, as per survey of Wayne T. Wada, Licensed Professional Land Surveyor, Certificate Number 4596, dated June 2002.
21. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the following:

Declaration of Condominium Property Regime of Moloaa Valley Farms dated July 16, 2002, and recorded in said Bureau as Document No. 2002-128227, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Condominium Map No. 3466, to which reference is hereby made.

Said Declaration was amended by that certain First Amendment to Declaration of Condominium Property Regime of Moloaa Valley Farms dated March 24, 2004, and recorded as Document No. 2004-074712.

22. Bylaws of the Association of Unit Owners of Moloaa Valley Farms dated July 16, 2002, and recorded in said Bureau as Document No. 2002-128228, to which reference is hereby made.

EXHIBIT "G"

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>
Unit 1	\$ 50.00 x 12 = \$ 600.00
Unit 2	\$120.00 x 12 = \$1,440.00
Unit 3	\$120.00 x 12 = \$1,440.00
Unit 4	\$120.00 x 12 = \$1,440.00
Unit 5	\$ 75.00 x 12 = \$ 900.00
Unit 6	\$120.00 x 12 = \$1,440.00
Unit 7	\$ 0 x 12 = \$ 0

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

Estimate of Maintenance Fee Disbursements:

Monthly Fee x 12 months = Yearly Total

Utilities and Services

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

Maintenance, Repairs and Supplies

Building	
Grounds	\$280.00 x 12 = \$3,360.00

Management

- Management Fee
- Payroll and Payroll Taxes
- Office Expenses

Insurance	\$225.00 x 12 = \$2,700.00
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Reserves(*)	\$100.00 x 12 = \$1,200.00
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Taxes and Government Assessments

- Audit Fees
- Legal Fees
- Other

TOTAL	\$605.00 x 12 = \$7,260.00
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MOLOA'A BAY VENTURES LLC, a Hawaii limited liability company, the developer for the MOLOAA VALLEY FARMS Condominium project, hereby certifies that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

By 
 BILL CHASE
 Its Member

June 1, 2004

 Date

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

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

End of EXHIBIT "G"

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

EXHIBIT "H"

SUMMARY OF DEPOSIT RECEIPT AND SALES CONTRACT

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

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

(b) That the purchaser acknowledges having received and read a public report (either preliminary or final) for the Project prior to signing the Sales Contract.

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

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

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

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

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

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

(i) That the purchaser will not receive interest on deposits made under the Sales Contract.

(j) If the buyer shall default:

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

(2) Any sums paid by the buyer shall belong to the seller as liquidated damages (up to a maximum of 20% of the total purchase price); and

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

Further, if the buyer shall default in making any payment when due, a late charge of one percent (1%) per month shall accrue from the due date until such payment, together with such late charge, is paid, or at any time prior to the time that such payment and late charge is paid in full, the seller may, at its option, terminate this contract as provided in paragraphs (1) through (3) above.

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

EXHIBIT "I"

SUMMARY OF ESCROW AGREEMENT

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

- (a) Escrow will let the purchaser know when payments are due.
- (b) Escrow will arrange for the purchaser to sign all necessary documents.

(c) The purchaser is entitled to a refund if the purchaser or seller cancels the Sales Contract in accordance with its cancellation provisions, or if the purchaser terminates its reservation before the Sales Contract is binding. However, Escrow may deduct from the refund cancellation fees in accordance with the Sales Contract.

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

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

(d) The purchaser's funds that are placed in trust prior to closing may be used by the seller after (1) the purchaser has (i) been provided with a final public report; (ii) executed a receipt and notice and has waived his right to cancel or thirty (30) days have elapsed since the purchaser has been provided with the final public report and receipt and notice of right to cancel; and (2) the seller notifies escrow in writing that since (i) and (ii) have happened, the Sales Contract is binding; and (3) the seller's attorney advises escrow that the Sales Contract is binding and the requirements of Hawaii Revised Statutes, Sections 514A-63 and -65 have been met.

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

EXHIBIT "J"

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY: MAIL [] PICKUP [] To:

County of Kauai
Planning Department
4280 Rice Street
Lihue, Kauai, Hawaii 96766

FARM DWELLING AGREEMENT

This agreement made and entered into as of the _____ day of _____, 19 _____, by and between _____,

whose mailing address is _____

hereinafter called the "APPLICANT(S)", and the COUNTY OF KAUAI, Planning Department, whose business and mailing address is 4280 Rice Street, Lihue, Hawaii 96766, hereinafter called the "DEPARTMENT",

WITNESSETH:

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

WHEREAS, this document pertains only to _____ as shown in Exhibit "B" and made part hereof; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. The APPLICANT(S), for themselves (himself/herself), their (his/her) heirs, administrators, successors and assigns, do hereby waive and release the DEPARTMENT and the County of Kauai, a political subdivision of the State of Hawaii, whose principle place of business is 4396 Rice Street, Lihue, Hawaii, 96766, from all claims and causes of action, either legal or equitable, which may hereafter accrue by reason of the DEPARTMENT'S execution of said Farm Dwelling Agreement; and

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

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the _____ day of _____, 19 _____.

APPROVED:

Applicant(s)

Planning Director

APPROVED AS TO FORM
AND LEGALITY:

County Attorney

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this _____ day of _____, 19 _____, before me personally appeared _____

_____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, Fifth Judicial Circuit
State of Hawaii

My commission expires:

EXHIBIT "K"

**ESTIMATE OF INITIAL MONTHLY PRIVATE WATER ASSOCIATION
COSTS AND FEES**

<u>Apartment</u>	<u>Monthly Fee x 12 months – Yearly Total</u>
Unit 1	\$ 25.00 x 12 = \$300.00
Unit 2	\$ 25.00 x 12 = \$300.00
Unit 3	\$ 25.00 x 12 = \$300.00
Unit 4	\$ 25.00 x 12 = \$300.00
Unit 5	\$ 25.00 x 12 = \$300.00
Unit 6	\$ 25.00 x 12 = \$300.00
Unit 7	\$ -0- x 12 = \$ -0-
TOTALS FOR ALL UNITS	\$150.00 x 12 = \$1,800.00

EXHIBIT "L"

DISCLOSURE ABSTRACT

Pursuant to Hawaii Revised Statutes, Section 514(A)-61, the Developers of the Moloaa Valley Farms condominium project makes the following disclosures:

1. The Developer of the Project is MOLOA'A BAY VENTURES, LLC, a Hawaii limited liability company, whose mailing address is P. O. Box 180, Kilauea, Kauai, Hawaii 96754, and whose telephone number is (808) 828-1476.

2. The real estate broker for the project is ALL ISLANDS, INC., dba Century 21 All Islands, whose mailing address is 4244 Kilauea Lighthouse Road, Kilauea, Kauai, Hawaii 96754, and whose telephone number is (808) 828-1111.

3. The escrow company for the project is FIRST HAWAII TITLE CORPORATION, whose mailing address is 5-5190 Kuhio Highway, Princeville, Kauai, Hawaii 96722, and whose telephone number is (808) 826-6812.

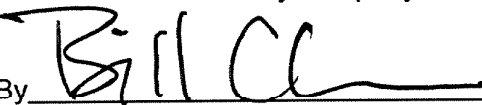
4. See Exhibit "F" to the Final Public Report for the projected annual maintenance fees. The Developer hereby certifies that the estimations have been based on generally accepted accounting principles.

5. 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 unit in an "as is" condition.

6. The Developer has not conducted a reserve study in accordance with Section 514A-83.6, and the replacement reserve rules, Subchapter 5, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. There are no depreciable common elements in the Project.

IN WITNESS WHEREOF, the Developers have executed this Disclosure Abstract this 1st day of June, 2004.

MOLOA'A BAY VENTURES, LLC,
a Hawaii limited liability company

By  _____

BILL CHASE
Its Member

RECEIPT

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

Purchaser(s):

EXHIBIT "M"

BRYAN J. BAPTISTE
MAYOR

GARY K. HEU
ADMINISTRATIVE ASSISTANT



IAN K. COSTA
DIRECTOR OF PLANNING

GARY L. HENNIGH
DEPUTY DIRECTOR OF PLANNING

COUNTY OF KAUAI
PLANNING DEPARTMENT

Kapule Building
4444 Rice Street, Suite A473
Līhu'e, Hawai'i, 96766-1326

TELEPHONE: 808.241.6677
FAX: 808.241.6699

April 28, 2004

Moloaa Bay Ventures, LLC
Box 180
Kīlauea, HI 96754

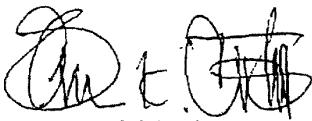
SUBJECT: Use Permit U-2004-17
Class IV Zoning Permit Z-IV-2004-18
TMK 4-9-11: por. 20 and 38 Ka'apuna Hui Lands, Moloa'a, Kaua'i

The Planning Commission, at its meeting held on April 27, 2004, approved the subject permits to construct a private water well, storage and distribution system for the subject property. Approval is subject to the following conditions:

1. The approved use shall be restricted to a "private water system" only, and shall not be allowed as a "Public Water System", as classified by the Department of Health (DOH). The approved private water system shall serve only CPR units 4, 5 and 6 on Lot D-2-A, with a density of two farm dwelling units and one guest house, and CPR Units 1 and 2 on Lot D-2-B, with a density of one farm dwelling unit and one Additional Dwelling Unit. Should DOH classify the system as a "Public Water System" at any time in its existence, the Applicant or its successors shall modify the system to come into compliance with the "private water system" restriction of this permit, or the permits shall be subject to revocation through the proper procedures.
2. Any amendment to these permits or new Use Permits associated with water systems for the subject properties shall be processed through the public hearing process.

Moloaa Bay Ventures, LLC
April 28, 2004
Page 2

3. The Applicant is advised that a separate water system(s) must be provided for CPR Units 1, 2, 3 and 7 of Lot D-2-A, with a maximum density of three farm dwelling units, and that similar permit application and requirements shall apply.
4. Visual and noise effects shall be mitigated through color and sound attenuating enclosures, respectively. Any tank shelter shall be constructed in compliance with applicable setbacks from property lines, and shall be painted to blend with the surrounding vegetation.
5. The Applicant shall provide the Planning Department with copies of legal documents establishing water system ownership and bylaws, and incorporate the documents and these permit conditions into the deeds and declaration of condominium for all units of the affected two lots of record, and the two condominium associations.
6. The applicant shall resolve and comply with all applicable conditions as recommended by the Water, Fire, and Public Works Departments, and with the State Department of Health.
7. The Planning Commission reserves the authority to impose additional conditions, modify or delete conditions stated herein, or to revoke the subject permits through proper procedures should the applicant fail to comply with the conditions of approval or if adverse impacts are generated by the proposed use on persons or property in the surrounding area.
8. The applicant is advised that additional government agency conditions may be imposed. It shall be the applicant's responsibility to resolve those conditions with the respective agency(ies).



IAN K. COSTA
Planning Director

cc: DPW Engineering Div.
Water Dept.
State Health Dept.
Historic Preservation Div. - DLNR
Fire Dept.
Finance Dept. Real Property Div.