

IMPORTANT - - Read This Developer Prepared Report Before Buying
This Report is Not a Commission Approval or Disapproval of This Condominium Project

CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by:

Developer: ROBERT R. BOWEN AND DIANE BLAIZE
Address: 6341 Helena Lane, Kaneohe, Hawaii 96748

Project Name(*): BAMBOO
Address: Lot 78-D-1, Kapa Homesteads, First States, Waipouli, Kaneohe, Hawaii
Island and County of Kauai, Hawaii
Registration No. 4936

Effective date: November 14, 2018
Expiration date: December 14, 2019

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: The developer may not as yet have created the condominium but has filed with the (yellow) 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: The developer has legally created a condominium and has filed complete information (white) with the Commission.
 No prior reports have been issued.
 This report supersedes all prior public reports.
 This report must be read together with

SUPPLEMENTARY:
(pink) This report updates information contained in the:
 Preliminary Public Report dated:
 Final Public Report dated: 3/27/03
 Supplementary Public Report dated: _____

And Supersedes all prior public reports
 Must be read together with Final Public Report dated 3/27/03
 This report reactivates the Supplementary public report(s) which expired on _____

(*): Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 506-2643 to submit your request.

FORM: RECO-30.2009091491130492019710640000020510104107108140517

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report 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:

Page 5 has changed to state that there is no General Contractor and there is no attorney for the Developer.

Page 20, paragraph 5 has changed to correct the scrivener's error and show that the land area exceeds 5 acres (correcting the erroneous 10 acres and making consistent with land area identified on page 9.)

Exhibit G, #2 has changed to correct the scrivener's error that mis-identified the street name, and correctly showing the street name as "Helena Lane". Also changing Exhibit G, #2 to state that the driveway accessing Unit 2 has been approved by County of Kauai, Department of Public Works (PW09.18.055) dated 10/8/18. The referenced letter from the County is submitted herewith and page 20 is changed to reference the County approval and identifying the duty and responsibility of purchaser to complete construction of the driveway). Additionally, Exhibit G has been changed, at paragraph #5 to state that Developer has appointed Hawaii Life Real Estate Brokers and Old Republic Title and Escrow of Hawaii, Ltd. The Condominium Escrow Agreement, Listing Agreement, and updated title report have previously been submitted.

Preparation of this Report	1
Expiration Date of Reports	1
Type of Report	1
Disclosure Abstract	2
Summary of Changes from Earlier Public Reports	2
Table of Contents	3
General Information of Condominiums	4
Operation of the Condominium Project	4
I. PERSONS CONNECTED WITH THE PROJECT	5
Developer	
Attorney for Developer	
General Contractor	
Real Estate Broker	
Escrow Company	
Condominium Managing Agent	
II. CREATION OF THE CONDOMINIUM: CONDOMINIUM DOCUMENTS	
A. Declaration	6
B. Condominium Map (File Plan)	6
C. Bylaws	6
D. House Rules	7
E. Changes to Condominium Documents	7
III. THE CONDOMINIUM PROJECT	
A. Interest to be Conveyed to Buyer	8
B. Underlying Land	9
C. Buildings and Other Improvements	10
D. Common Elements, Limited Common Elements, Common Interest	13
E. Encumbrances Against Title	14
F. Construction Warranties	15
G. Status of Construction	16
H. Project Phases	16
IV. CONDOMINIUM MANAGEMENT	
A. Management of the Common Elements	17
B. Estimate of Initial Maintenance Fees	17
C. Utility Charges for Apartments	17
V. MISCELLANEOUS	
A. Sales Documents Filed with the Real Estate Commission	18
B. Buyer's Right to Cancel Sales Contract	18
C. Additional Information Not Covered Above	20
D. Signature of Developer	21

EXHIBIT D: SUMMARY OF PORTIONS OF ESCROW AGREEMENT
EXHIBIT F: ENCUMBRANCES AGAINST TITLE
EXHIBIT G: DISCLOSURE ABSTRACT FOR BAMBOO

General Information On Condominiums

Business Address: 6341 Halekua Lane
Kapa'a, 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*: Hawaii Life Real Estate Brokers Phone: (800) 667-5028
Name
Business Address: 2829 Ala Kalanilaumaka Street
Suite B202, Koloa, Hawaii 96756

Escrow: Old Republic Title and Escrow of Hawaii, Ltd. Phone: (808) 821-6808
Business Address: 4356 Kuhio Highway, Suite 140
Kapa'a, Hawaii 96746

General Contractor*: NONE Phone: _____
Business Address: _____

Condominium Managing Agent*: To be self managed by the Association Phone: _____
Business Address: _____

Attorney for Developer: NONE** Phone: _____
Business Address: _____

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

The creation of a condominium project and the registration of the units therein involve the preparation of complex documents normally drafted by a licensed attorney. For the project, the Developer prepared this Developer's Public Report and other important documents for the project without a licensed attorney. Issuance of an Effective Date for this Developer's Public Report does not guarantee that the project documents meet all legal requirements or achieve their intended purposes. Further, defects in the project's documents can impair the operation of this project, the use of the units, and your ability to secure a mortgage or to resell your unit. **ACCORDINGLY, YOU ARE STRONGLY ENCOURAGED TO HAVE THE PROJECT DOCUMENTS REVIEWED BY A LICENSED ATTORNEY BEFORE YOU WAIVE YOUR RIGHT TO CANCEL YOUR PURCHASE.

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 78-D-1, Kapaa Homesteads,
1st Series, Waipouli, Kapaa, Tax Map Key (TMK): (4) 4-6-7:076
Island & County of Kauai, Hawaii

Address TMK is expected to change because _____

Land Area: 5.122 square feet acre(s) Zoning: Agriculture

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 E.

as follows:

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

described in Exhibit C.

as follows:

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

Exhibit F describes the encumbrances against the title contained in the title report dated August 22, 2018 and issued by Old Republic Title and Escrow of Hawaii.

Developer represents that since the date of the aforesaid title report, there have been no further encumbrances.

C. Additional Information Not Covered Above:

This is a condominium project, not a subdivision. Units purchased are not subdivided lots. To determine whether your expectations can be realized, you should carefully review the contents of this Report, especially the Exhibit to this report which is a summary of the recorded restrictive covenants for the subdivision within which this project is located. Among other things, the restrictive covenants 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.

As to all units, it is anticipated that the initial improvements on each unit will be replaced by or supplemented with a farm dwelling. The prospective purchaser shall have the right to build such farm dwelling at purchaser's expense. The purchaser shall also, in such event, file of the "as-built" certificate within 30 days of completion of the Farm dwelling in conformance with section 514A-12 Hawaii Revised Statutes, and record an amendment of the Declaration of Condominium Property Regime ("Declaration") to describe the farm dwelling. The County of Kauai Planning Department requires, in order to process the necessary permits for the construction of a farm dwelling and the processing of a farm dwelling agreement, authorization from at least 75% of the legal and equitable ownership of the entire project, consistent with the Declaration and By-Laws ("condominium documents"). In most cases 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.

Except as limited specifically by the condominium documents and subdivision restrictive covenants, all uses permitted in the agricultural zone are permitted. The prospective purchaser should consult the appropriate county agency for information on uses and construction in the agricultural zone.

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 of 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.

This project's land area exceeds five (5) acres and therefore one guest house is permitted under the Kauai zoning laws. The declaration assigns the right to the guest house as unit 1.

Some or all of the property on which this project is located has dedicated agricultural status under the Hawaii Revised Statutes, as implemented by Kauai County ordinances. This allows reduced taxes for the period of dedication, either 10 or 20 years. Removal of the agricultural designation or failure to engage in recognized agricultural activities may result in the imposition of the taxes, penalties and possible loss of dedication status.

In the event a unit owner offers a unit for sale, the remaining unit owner shall have a right of first refusal to purchase the offered unit, which right runs with the land and is held by the owners of each unit, and their successor, until the first sale of the entire interest in one of the units by its original owner. After the consummation of any transfer of the entire interest in the unit, the interest so transferred and the other unit in the project shall no longer be subject to the right of first refusal.

Each unit will be required to apply for and engage contractors to install electric and other utilities to the individual units all at the expense of the individual owners. Water meters are already in place for each individual unit.

POTENTIAL PURCHASERS MUST KNOW THAT THE DEVELOPERS ARE NOT CONSTRUCTING THE DRIVEWAY TO UNIT 2, AND THE PURCHASER SHALL BE SOLELY RESPONSIBLE TO CONSTRUCT THE UNIT 2 DRIVEWAY AND WILL BE SOLELY RESPONSIBLE FOR ALL COST AND EXPENSE RELATED THERETO. NEITHER THE DEVELOPERS OR ANY THIRD-PARTY OWNER OF UNIT 1 SHALL BE LIABLE FOR ANY RELATED COST. NEVERTHELESS, THE NEW OWNER/PURCHASER IS THE BENEFICIARY OF THE COUNTY'S APPROVAL FOR CONSTRUCTION OF THE DRIVEWAY.

- 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.

ROBERT R. ROWNY AND DIANE BLAIZE
Printed Name of Developer

By: Robert R. Rowny
Duty Authorized Signatory

11 | 9 | 18
Date

By: Diane Blaize
Duty Authorized Signatory

11 | 9 | 18
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 D

SUMMARY OF PORTIONS OF ESCROW AGREEMENT

The Escrow Agreement ("Agreement") between Old Republic Title and Escrow of Hawaii, Ltd., and Robert R. Rowny and Diane Blaize, (the "Seller"), contains, among other provisions, the following which may be modified or otherwise limited by provisions not summarized:

1. Whenever seller enters into a sales contract for the sale of an apartment, seller will require that payments due under the sales contract be made to escrow and will deliver an executed copy of the sales contract to escrow.

2. Escrow will receive payments under the sales contract and sums received from any other source with respect to the project. Funds held under the agreement will be deposited in an account for the project. Interest on all funds will be paid to seller.

3. Waiver of Cancellation Rights: The purchaser shall have certain rights for cancellation of the sales contract however the purchaser may waive those cancellation rights pursuant to provisions at paragraph 6.2, at page 4 of the Escrow Agreement.

4. Waiver of Rescission Rights: The purchaser shall have certain rights for rescission of the sales contract however the purchaser may waive those rescission rights pursuant to provisions at paragraph 6.3, at page 4 of the Escrow Agreement.

5. Escrow will release from the trust fund and disperse buyer's funds at closing, unless: (a) Buyer has elected within thirty days of signing the sales contract to cancel and receive all funds paid, without deduction; or (b) The real estate commission has not issued a final public report on the project or the requirements of the sales contract have not been met; or (c) seller has not satisfied escrow that all other requirements of Hawaii Revised Statutes have been met.

6. In the event of default by the buyer, buyer may forfeit his or her deposit, which will be paid to the seller, less any cancellation fees charged by escrow.

7. Escrow will return deposited sums to the Buyer without interest if Seller and Buyer give Escrow written notice to return the funds to Buyer, if there is a right to cancellation and refund to monies under the sales contract or otherwise. Thereafter, in the event of the cancellation as a matter of agreement of right, Buyer's funds shall be returned to Buyer less Escrow's cancellation fee, if any, and all other costs incurred in connection with the Escrow, not less than \$50.00, not more than \$250.00, per cancellation.

8. Escrow will arrange for and supervise the signing of all documents which are to be signed subsequent to and contemplated by the sales contract.

9. As Escrow's compensation for its performance under this Agreement, Escrow will receive its schedule rate for each apartment of which an apartment deed of the project is handled by Escrow and recorded in the Bureau of Conveyances of the State of Hawaii. Escrow will record all applicable documents. The cost of title insurance will be an additional amount, based upon schedule rate.

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

EXHIBIT F

ENCUMBRANCES AGAINST TITLE

1. Attention is invited to the fact that the premises covered herein may be subject to possible rollback or retroactive property taxes due to possible loss of tax credit or exemption status.

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

3. Covenants, Conditions and Restrictions, 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 Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Entitled : DECLARATION
Dated : April 16, 1981
Recorded : in the Bureau of Conveyances, State of Hawaii, in Liber 15491, Page 651

4. Covenants, Conditions and Restrictions, 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 Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Entitled : DECLARATION
Dated : August 7, 1984
Recorded : in the Bureau of Conveyances, State of Hawaii, in Liber 18078, Page 167

5. Agreement for : Farm Dwelling
Executed By : TONY'S ECONOMY RENT-A-CAR, TOURS AND TAXI, INC., a Hawaii corporation
and Between : the COUNTY OF KAUAI Planning Department

On the terms, covenants and conditions contained therein,

Dated : May 30, 1985
Recorded : in the Bureau of Conveyances, State of Hawaii, in Liber 18684, Page 215

6.

Easement "A" in favor of the County of Kauai for drainage and the installation, operation, maintenance, repair and removal of drainage structure or structures together with the right of ingress and egress at all times over and across Lot 78-D-1 for such purposes, said Easement "A" described as follows:

Easement "A"

All of that parcel of land situated on the Northwest side of Helena Place, at Kapaa, Kawaihau, (Puna), Kauai, Hawaii, being a portion of Grant 7139 to M. F. Bettencourt (Lot 78) of Kapaa Homesteads, First Series and being more fully described as follows:

Beginning at the North corner of this easement, the same being along Helena Place, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 11,919.08 feet North and 489.11 feet East and running by azimuths measured clockwise from true South:

- | | | | |
|----|----------|-------|--|
| 1. | 317° 00' | 62.00 | feet along the remainder of Lot 78-D-1; |
| 2. | 47° 00' | 10.00 | feet along the remainder of Lot 78-D-1; |
| 3. | 137° 00' | 62.00 | feet along the remainder of Lot 78-D-1; |
| 4. | 227° 00' | 10.00 | feet along the Helena Place to the point of beginning and containing an area of 620 square feet. |

As granted by instrument dated June 28, 1985, recorded in Liber 18826 at Page 709.

7.

Covenants, Conditions and Restrictions, 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 Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Entitled : WAIVER AND RELEASE
 Executed by : ROBERT R. ROWNY and DIANE BLAIZE
 Dated : May 9, 2002
 Recorded : May 14, 2002 in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-084769

8.

Condominium Map No. 3465, filed in the Bureau of Conveyances, State of Hawaii.

9. Matters in an instrument that, among other things, contain or provide for easements, assessments, liens and their subordination; provisions relating to partition, restrictions on severability of component interest, covenants, conditions and restrictions, provision that no violation thereof and no enforcement of any lien provided for therein shall defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value, 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 Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Entitled : Declaration of Condominium Property Regime
Recorded : July 17, 2002 in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-124793.

Said Declaration was amended by the following instruments:

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF BAMBOO dated November 19, 2002, recorded November 25, 2002, in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-209969

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF BAMBOO dated November 19, 2002, recorded January 07, 2003, in the Bureau of Conveyances, State of Hawaii, as Document No. 2003-002582

Liens and charges for upkeep and maintenance as provided in the above mentioned Covenants, Conditions and Restrictions, if any, where no notice thereof appears on record.

For information regarding the current status of said liens and/ or assessments
Contact : ASSOCIATION OF APARTMENT OWNERS OF BAMBOO

10. By-Laws of the Association of Unit Owners of BAMBOO, recorded July 17, 2002 in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-124794.

11. Covenants, Conditions and Restrictions, 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 Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Entitled : NOTICE OF DEDICATION TO AGRICULTURE
Executed by : ROBERT R. ROWNY and DIANE BLAIZE
Dated : July 8, 2003
Recorded : August 1, 2003 in the Bureau of Conveyances, State of Hawaii, as Document No. 2003-159769.

EXHIBIT "G"

**DISCLOSURE ABSTRACT FOR
BAMBOO**

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

1. The Developer and Fee Owners of the project are ROBERT R. ROWNY (the "Developer") and DIANE BLAIZE, 6341 Helena Lane, Kapaa, Hawaii, 96746; telephone 808-822-0170.
2. As there are no depreciable common elements and each unit has separate access to a public street, Helena Lane, there are no common expenses for the Project, and therefore no schedule of common expenses and maintenance fees.
Driveway approval from Department of Public Works of Kauai (PW09.18.055) Received on 10/8/18 for existing driveway for Unit 2 onto Helena Lane. (See Attachment).
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 unit in an "as is" condition.
4. All of the apartment of the project are to be used for agricultural and residential purposes 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. Developer has appointed HAWAII LIFE REALTY ESTATE BROKERS and OLD REPUBLIC TITLE AND ESCROW OF HAWAII, LTD (See Attachment of Condominium Escrow Agreement, Listing Agreement, and updated Title Report.)
6. 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. There are no depreciable common elements in the Project.
7. The Developer discloses Common Interest has been equally divided for Unit A and Unit B - 50% each.

Robert R. Rowny
ROBERT R. ROWNY, DEVELOPER

11 / 9 / 18
DATE

Diane Blaize
DIANE BLAIZE, DEVELOPER

11 / 9 / 18
DATE