IMPORTANT — Read This Developer Prepared Report Before Buying This Report Is Not a Commission Approval of Disapproval of This Condominium Project

CONDOMINIUM PUBLIC REPORT

Prepared & Developer: <u>Association of Apartment Owners of Kulana*</u> ssued by: *(also known as "Association of Apartment Owners of Kulana Condominium")						
issu c u py.	Business Addr	ess: c/o KW Kauai, 2970 Haleko Road, Ste. 205, Lihue, Hawaii 96766				
	Project Name (
	Address: Olof	nena, Hauiki and Kaapuni Roads, Kapaa, Hawaii 96746				
	Registration No	5837 Effective date: November 8, 2018				
Preparation of	this Benort	Expiration date December 8, 2019				
1 Teparation of	ппо гтероте.					
Revised Statut	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.					
Neither the Co	mmission nor an	red or issued by the Real Estate Commission or any other government agency. y other government agency has judged or approved the merits or value, if any, of the rtment in the project.				
Buyers are en	ncouraged to rea	ad this report carefully, and to seek professional advice before signing a sales an apartment in the project.				
months from th	ne effective date	eliminary Public Reports and Final Public Reports automatically expire thirteen (13) unless a Supplementary Public Report is issued or unless the Commission issues an ed to this report, extending the effective date for the report.				
Exception: The final public rep	e Real Estate Co ort <u>for a two apa</u>	ommission may issue an order, a copy of which shall be attached to this report, that the rtment condominium project shall have no expiration date.				
Type of Report	<u>t:</u>					
_□ PRELIM	IINARY:)	The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.				
□ FINAL: (white)		The developer has legally created a condominium and has filed complete information with the Commission.				
(,		☐ No prior reports have been issued.				
		☐ This report supersedes all prior public reports.				
SECON	ID	☐ This report must be read together with				
<u></u> SUPPL	EMENTARY:	This report updates information contained in the:				
(pink)		☐ Preliminary Public Report dated: Section Public Report dated: January 3, 2006 (as to Unit 8E)				
		☑ Supplementary Public Report dated: February 20, 2007 (as to Units 8A & 8D)				
	And	☑ Supersedes all prior public reports				
	7 11.04	☐ Must be read together with				
		in this report reactivates the				
		public report(s) which expired on				
(*) Exactly as	named in the De	claration				

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request. FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104/0107/0816/0317

Dis	<u>Disclosure Abstract:</u> Separate Disclosure Abstract on this condominium project:				
×	Required and attached to this report		Not Required - Disclosures covered in this report.		
<u>Su</u>	mmary of Changes from Earlier Public F	<u>Repor</u>	rts:		
			of the changes, if any, made by the developer since the		

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:

- The Project originally contained 108 units. The developer of the Project, Kapaa 382, LLC, a Hawaii limited 1. liability company (the "Developer"), issued a final public report under Registration No. 4888 covering 96 of the units. The Developer subsequently amended the declaration to withdraw 5 units, leaving a total of 103 units, 96 of which remained covered under the final public report for Registration No. 4888. The Developer then issued a final public report under new Registration No. 5837 covering the 7 units not covered by the final public report under Registration No. 4888. The Developer was administratively dissolved on August 18, 2010. As part of a settlement of legal proceedings against the Developer, the Association of Apartment Owners of Kulana (the "Association") acquired title to fifteen of the 103 units in the Project. Twelve of the fifteen units currently owned by the Association (units 1B, 1Y, 2C, 5X, 7D, 11B, 11E, 13E, 15C, 16C, 17C and 18C) were originally covered by the final public report issued under Registration No. 4888 and are now covered by a separate supplementary public report issued by the Association under that registration. The three remaining unsold units currently owned by the Association (units 8A, 8D and 8E) were originally covered by the final public report issued under Registration No. 5837 (together with units 27A, 27B, 8B and 8C) and are now covered by this supplementary public report. THIS SUPPLEMENTARY PUBLIC REPORT COVERS ONLY UNITS 8A, 8D AND 8E OF REGISTRATION NO. 5837. Although units 27A, 27B, 8B and 8C were also covered by the final public report under Registration No. 5837, those units have been sold to third parties and are not covered by (and are not required to be covered by) this supplementary public report.
- 2. The Declaration was amended to (among other things) adopt chapter 514B, HRS, and the Association subsequently recorded an instrument to clarify and confirm that part of the Association's intent in adopting chapter 514B was to reduce the percentage of votes required to amend the Declaration from 75% to 67%, in accordance with chapter 514B. The Declaration was also amended to impose a fee upon each unit to pay a portion of the costs of completion of required subdivision infrastructure, and to authorize the Association to take all actions necessary to complete such subdivision infrastructure. Each prospective buyer should ascertain whether or not the subdivision fee for the buyer's unit is included as part of the purchase price or will be assessed and payable separately after the buyer acquires the unit.
- 3. The Declaration was amended to replace Schedule 1 attached to the original Declaration and to amend Condominium Map No. 3902 to (among other things) reflect that the total number of units is now 103, as established by amendment to the Declaration and Condominium Map recorded in the Bureau of Conveyances of the State of Hawaii as Document nos. 2005-143463 through 2005-143464, to clarify that the areas identified on the original Condominium Map as Limited Common Elements 1X, 1Y, 2X, 4X and 5X include units bearing the same designations, and to make various adjustments to the descriptions of some common elements and limited common elements.
- 4. The owner of Units 30A and 30B unilaterally recorded an amendment to the Declaration in an attempt to withdraw Remnant 7 of the project's land and Units 30A and 30B from the Project. However, the legal effect of this amendment is uncertain. See Section V.C below for more information.
- 5. The Association has revised the estimates for the timing of completion of the subdivision infrastructure provided in the prior public reports.
- 6. The Association has retained a new real estate broker, a new escrow company, a management company and a new attorney, all of which are disclosed in Section I on page 5 of this public report.
- 7. The Association has obtained a current title report and the encumbrances against title have been updated.

SPECIAL ATTENTION

The Developer has disclosed the following:

- (a) This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately adjacent to each Unit is designated an "Exclusive Area", and is a LIMITED COMMON ELEMENT. An Exclusive Area is not a legally subdivided lot, and the boundaries of an Exclusive Area are not boundaries of a legally subdivided lot.
- (b) Facilities and improvements normally associated with County-approved subdivisions, such as fire protection, street lighting, utilities, improved access for emergency vehicles, and drainage facilities, etc., may not be provided to each of the Units. Services such as County street maintenance and trash collection may not be available for the interior private roads and driveways of the Project.
- (c) Construction of subdivision improvements required by the County has begun and is scheduled to be completed by September 30, 2021, subject to extensions for causes beyond Developer's control. Except for construction of "shed" structures, no other improvements are to be made by Developer to Purchaser's Unit. No warranties are given to the purchaser as to the construction, materials or workmanship of the Project. The Project is being sold in "as is" condition.
- (d) This Public Report does not constitute approval of the Project by the Real Estate Commission or any other governmental agency, nor does it ensure that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.
- (e) A condominium Unit offered hereunder is not a residence. Some Units in the Project (designated with "x" or "y") are not permitted to have a residence, but may otherwise be used as County rules permit. Units which may be used for residential use are required to be a "Farm Dwelling", which will require obtaining County permits and approvals of the Design Review Committee which implements and enforces Design Rules and other conditions imposed by covenants, conditions and restrictions affecting the Project. County rules include that the Project be used for Agricultural Activities, which may impact an Owner's use and enjoyment of his Unit. County rules also restrict permissible use of the Land, the number of dwelling units permitted, and the amount of total development permitted on a legally subdivided lot.
- (f) A prospective purchaser should be aware that making future improvements will require obtaining building and other permits from the County, and that the subdivision infrastructure improvements must be completed before permits will be issued to a Unit Owner.
- (g) Obtaining utilities and services beyond those installed by the Developer will require agreements between the Owner and utility providers. Developer disclaims all warranties relating to the availability of such utilities, any conditions that may be imposed by the providers, or the cost thereof.

Each prospective purchaser, together with an architect or professional builder, is urged to review the applicable County ordinances which may affect the Purchaser's use of his Unit, and the Project Documents, and to review their intended plans with County officials. Developer disclaims all warranties with respect to Purchaser's being able to use the Unit for such User's intended purposes.

PROSPECTIVE PURCHASERS ARE CAUTIONED TO CAREFULLY REVIEW ALL DOCUMENTS REGARDING THIS CONDOMINIUM PROJECT 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

Davidana	Association of Apartment Owner	s		
Developer:	<u>of Kulana</u> Name*	-	Phone:	(808) 245-5758
	c/o KW Kauai (attn: R. Richards	nn)		(Business)
	Business Address	211)		
	2970 Haleko Road, Ste. 205, Lih	ue, HI 96766		
	Names of officers and directors of	of developers who are corporation	ne: deneral	nartnere of a
	partnership; partners of a Limited	d Liability Partnership (LLP): or i	manager and	members of a
	Limited Liability Company (LLC)	(attach separate sheet if necess	sary):	
	N/A			
Deal Estate				
Real Estate Broker*:	KW Kauai		Dhono	(808) 245-5758
Broker .	Name	-	Frione	(Business)
	2970 Haleko Road, Ste. 205			(Dusiness)
	Business Address	•		
	<u>Lihue, Hawaii 96766</u>			
Escrow:	Title Guaranty Escrow Services	Inc.	Phone:	(808) 521-0211
	Name	•		(Business)
	235 Queen Street			,
	Business Address			
	Honolulu, Hawaii 96813			
General				
Contractor*:	N/A		Phone:	
	Name			(Business)
	Business Address			
Candaminium				
Condominium Managing				
Agent*:	KW Kauai (attn: R. Richardson)		Phone:	(808) 245-5758
· ·	Name	•		(Business)
	2970 Haleko Road, Ste. 205			,
	Business Address			
	Lihue, Hawaii 96766			
Attorney for				
Developer:	Tom, Watts & Yoshida, LLP		Phone:	(808) 539-1129
	Name			(Business)
	841 Bishop Street, Ste. 2125			
	Business Address Honolulu, Hawaii 96813			
	Attn: Jeffrey D. Watts, Esq.			
	Time comey of trade, Log.			

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

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

	The De	claration for this Proposed	condominium is:		
	[x]	Recorded -	Bureau of Conveyances:	Document No.	2004-252101 Page
	[]	Filed -	Land Court:	Document No.	- age
acknow dated J Doc. No as Doc.	d record dedged uly 15, 2 o. 2006- No. 200 00), and	ding/filing informa Jan. 20, 2005, re 2005, recorded a 160828, Amend 09-161757 (as c	ation]: Amended and Restated Decorded as Doc. No. 2005-01575 as Doc. No. 2005-143463, Amendent of Declaration and Bylaws alarified and confirmed by instrum	eclaration of Co 3, Amendment to Iment to Declara and Condominium ent dated July 30	Declaration and Condominium Map tion dated June 8, 2006, recorded as m Map dated Oct. 17, 2009, recorded
B. shows t	<u>Condo</u> the floor	minium Map (F plan, location, a	ile Plan) shows the floor plan, elepartment number, and dimension	evation and layou ns of each apartr	ut of the condominium project. It also nent.
			for this condominium project is:		
	[] [x] []	Proposed Recorded - Filed -	Bureau of Conveyances Condo Land Court Condo Map No	Map No390	02
Doc. No as Doc.	ng/filing 5. 2005- No. 200	information]: An 143463, Amendi	nendment to Declaration and Col ment of Declaration and Bylaws a	ndominium Map and Condominiur	[state name of document, date and dated July 15, 2005, recorded as n Map dated Oct. 17, 2009, recorded ap dated August 8, 2018, recorded
C.	provide powers	for the manner and duties of th	in which the Board of Directors o	f the Association etings will be co	of the condominium project. They of Apartment Owners is elected, the nducted, whether pets are prohibited will be governed.
	The [] [x]	Proposed	condominium are: Bureau of Conveyances:	Document No.	2004-252102
		d - Land Court:	•	Book	Page
data an	The Byl	laws referred to	above have been amended by the	e following instru	iments [state name of document,

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]: Amendment of Declaration and Bylaws and Condominium Map dated Oct. 17, 2009, recorded as Doc. No. 2009-161757.

hours of These r	House Rules. The Board of Directors may adopt House Rules to govern the use and operation of the emmon elements and limited common elements. House Rules may cover matters such as parking regulations, ours 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 fective. The initial House Rules are usually adopted by the developer.					
	The H	he House Rules for this condominium are:				
	[]] Proposed	[] Adopted	[x] Developer does not plan to adopt House Rules		
effective	e only	ges to Condominiu if they are duly adop effective.	im Documents Char ted and recorded and	nges to the Declaration, Condominium Map, and Bylaws are d/or filed. Changes to House Rules do not need to be recorded		
	1. <u>Ap</u> to	partment Owners: Michanges:	inimum percentage of	f common interest which must vote for or give written consent		
			Minimum <u>Set by Law</u>	This Condominium		
		eclaration and Condo Map)	67%*	·		
	(6	and Condo Map)	07%	67%		
	Ву	laws	67%	67%		
	Но	ouse Rules		Board of Directors		
	* T pro	The percentage for in pjects with five or few	dividual condominiun ver apartments.	n projects may be more than the minimum set by law for		
	2. <u>De</u>	veloper:				
	[] No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.					
	[x] Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:			ghts to change the Declaration, Condominium Map, Bylaws or		
	See attached Exhibit "D"					

III. THE CONDOMINIUM PROJECT

A.

inter	est to be Conveyed to Buyer:					
[x]	<u>Fee Simple:</u> Individual apartments and the common elements, which include the underlying land, will be in fee simple.					
[]	<u>Leasehold or Subleasehold:</u> 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 [] Annually					
	Exhibit contains a schedule of the lease rent for each apartment per: [] Month [] Year					
	For Subleaseholds:					
	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 Subleasehold:					
	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: <u>Olohena, Hauiki an</u> Kapaa, Hawaii 967		Tax Map Key *(Each l	/ (TMK): Unit has sepa	(4) 4-3-11-001* arate TMK CPR number;
[] Address [] TMK is expe	cted to change because			
Land Area: <u>358.679</u>	[] square feet	[x] acre(s)	Zoning: _	Agriculture/Open

	Fee O	wner:	(also known a Name c/o KW Kauai Address	Road, Ste. 205	of Apartme	lana <u>ent</u> Owners o 	f Kulana Condominiun	າ")
	Lessor	::	n/a Name Address			- - -		
C.	Buildi	ngs and	Other Improve	ements:				
	1.	[]Con	v Building(s) version of Exist n New Building(sion			
	2.	Numbe	r of Buildings:	103		Floors Per	Building : <u>one</u>	
		[]Exhi	ibit cont	ains further exp	olanations.			
	3.	Principa	al Construction	<u>Material:</u>				
		[]Con	crete []	Hollow Tile	[x] Wood	I		
		[X] Othe	er <u>Metal posts</u>	and shade clot	th			
	4.	Uses P	ermitted by Zor	ning:				
				No. of Apts		<u>Use Permit</u>	ted By Zoning	
		[] Cor [] Mix [] Hot [] Tim [] Oha [] Indu [X] Agr [] Rec [] Oth	eshare ana ustrial icultural creational er (shed)	103*	ermitted by	[] Yes	[] No [] No [] No [] No [] No [] No [] No [] No [] No [] No	s?

*Note: The Project's land is classified as within the State Land Use Agricultural District, and within lands zoned "Agricultural" and "Open" under the CZO of the County of Kauai. "Farm Dwellings" and other structures appropriate to agricultural usage are permitted for certain Units, subject to certain guidelines. Uses of all Units other than those located on a Remnant Lot are also subject to restrictions contained in the Declaration of Covenants, Conditions and Restrictions summarized in Exhibit "J." See the disclosures on Page 20 of this Public Report. Guest houses appurtenant to a Unit may be permitted on the basis of one guest house per Lot, as assigned by and subject to conditions imposed by the Developer.

	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:					
	[] Number of Occupants:					
	[x] Other: See Exhibits "J" and "L"					
	[] There are no special use	restrictions.				
6.	Interior (fill in appropriate nui	mbers):				
	Elevators: 0	Stairways:0	Trash Chutes:	0		
	Apt. <u>Type Quantity BR/I</u>	Net <u>Bath Living Area (sf)*</u>	Net <u>Other Area (sf)</u>	(Identify)		
	shed 103 0		16	floor area_		
			-			
	Total Number of Apartments:	:103				
	*Net Living Area is the floo apartment perimeter walls.	or area of the apartment n	neasured from the	interior surface of the		
	Other documents and map because a different method	s may give floor area figu	ures which differ fr r area may have be	om those above en used.		
	Boundaries of Each Apartme	ent:				
	The outside surfaces of the e foundations of each improve	exterior walls and roof and ment, such as a building, c	the bottom surfaces constituting the Unit.	of the footings and		
	Permitted Alterations to Apar	rtments:				
	See Paragraph 20.1 of the Declaration and Exhibit "K" to this public report.					
Fifty pe similar in a put	ents Designated for Owner-Oercent (50%) of residential apartments for those apartme	artments must be so desigents already designated. Described by sertisement as required by sertisement as required by sertisement.	eveloper must provi section514A-102, HI	de this information either RS: or include the		
N/A	ation here in this public report a elected to provide the info	and in the announcement (rmation in a published ann	(see attachment 11a ouncement or advei	a). Developer has rtisement.		

5.

Special Use Restrictions:

7.	Parking Stalls:			
	Total Parking St	alls: <u>See Below*</u>	-	
		Regular Covered Open	<u>Compact</u> <u>Covered</u> <u>Open</u>	<u>Tandem</u> <u>Covered</u> <u>Open</u> TOTAL
	Assigned (for each unit)			
	Guest			
	Unassigned			
	Extra for Purchase	e		
	Other:			
	Total Covered &	Open		
	*Each Unit will h	ave the use of its limited	common element Excl	usive Area for parking.
	Each apar Buyers are	rtment will have the excluse encouraged to find out	usive use of at least <u>1</u> which stall(s) will be av	parking stall(s). vailable for their use.
	[] Commercial p	parking garage permitted	l in condominium projec	ot.
	[] Exhibit	_ contains additional inf	ormation on parking sta	alls for this condominium project.
8.	Recreational and	d Other Common Facilitie	<u>es:</u>	
	[] There are no	recreational or common	facilities.	
	[] Swimming po	ol []Stora	age Area	[] Recreation Area
	[] Laundry Area	[]Tenn	is Court	[] Trash Chute/Enclosure(s)
	[X] Other: <u>Lake</u>	e/reservoir (Lot 6); roadw	ays and easements	
9.	Compliance With	n Building Code and Mur	nicipal Regulations; Cos	st to Cure Violations
	[X] There are no	violations.	[] Violations w	vill not be cured.
	[] Violations and	d cost to cure are listed b	pelow. [] Violations w	rill be cured by(Date)
10.	Condition and Ex	rpected Useful Life of St versions of residential ap	ructural Components, No cartments in existence	Mechanical, and Electrical Installations for at least five years):
	N/A			

11. <u>Conformance to Present Zoning Code</u>					
	a.	[X] 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 lawful at one time but which does not now conform to present zoning requirements.			
		Conforming Non-Conforming Illegal			
		Uses X Structures X Lot X			
	If a var illegal, may ar	iance has been granted or if uses, improvements or lot are either non-conforming or buyer should consult with county zoning authorities as to possible limitations which oply.			
	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.				
Comm	ommon Elements, Limited Common Elements, Common Interest:				
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:				
	[X] des	cribed in Exhibit <u>"B"</u> .			
	[]asf	ollows:			

11.

D.

2.	<u>Limited Common Elements</u> : 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.
	[X] The limited common elements and the apartments which use them, as described in the Declaration are:
	[X] described in Exhibit <u>"C"</u> .
	[] as follows:
3.	<u>Common Interest</u> : Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." 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
	[X] as follows:
	Each unit has an appurtenant undivided 1/103 common interest in all of the common elements of the Project.
docum	mbrances Against Title: An encumbrance is a claim against or a liability on the property or a nent affecting the title or use of the property. Encumbrances may have an adverse effect on the rty or your purchase and ownership of an apartment in the project.
	t <u>"E"</u> describes the encumbrances against the title contained in the title report dated st 1, 2018 and issued by <u>Title Guaranty of Hawaii</u>

E.

Blan	ket l	Liens:

2.

Appliances:

N/A

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

[X] There are no blanket liens affecting title to the	[X] There are no blanket liens affecting title to the individual apartments.*				
[] There are blanket liens which may affect title	[] There are blanket liens which may affect title to the individual apartments.				
Blanket liens (except for improvement distric developer conveys the apartment to a buyer defaults and the lien is foreclosed prior to co	t or utility assessments) must be released before the . The buyer's interest will be affected if the developer nveying the apartment to buyer.				
Type of Lien	Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance				
No blanket liens	N/A				
*NOTE: Units 1B, 1Y, 2C, 5X, 7D, 8A, 8D, 8E, 11B, 11E liens in favor of the Real Property Division, Department of a unit-by-unit basis prior to conveyance of title.	, 13E, 15C, 16C, 17C and 18C are subject to individual tax of Finance, County of Kauai. These liens will be released on				
F. Construction Warranties:					
Warranties for individual apartments and the con each warranty, are as follows:	nmon elements, including the beginning and ending dates fo				
1. Building and Other Improvements:					
None					

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

The units covered by this public report are initially agricultural "shed" structures. No dwellings or other structures can be built until completion of subdivision infrastructure, which is currently underway. The Association estimates that subdivision infrastructure will be completed sufficiently by September 30, 2021, to enable unit owners to obtain permits from the County of Kauai to improve their units further.

H. Project Phases:

The developer [] has [X] 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):

IV. CONDOMINIUM MANAGEMENT

Α.	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.			
	<u>Initial Condominium Managing Agent:</u> 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:			
	[X] not affiliated with the Developer [] self-managed by the Association of Apartment Owners [] other			
В.	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 <u>"I"</u> contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).			
	Developer discloses that no reserve study was done in accordance with Section 514A-83.6 HRS and the Replacement Reserve Rules, Subchapter 6, Title 16, Chap. 107, HAR, as amended.			
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 [X] Electricity (X Common Elements only Common Elements & Apartments)			
	[] Gas (Common Elements only Common Elements & Apartments)			
	[X] Water [] Sewer [] Television Cable			
	[X] Other: Utility charges are for common elements only.			

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
- [X] Specimen Sales Contract
 Exhibit <u>"F"</u> contains a summary of the pertinent provisions of the sales contract.
- [X] Escrow Agreement dated <u>August 1, 2018</u>
 Exhibit <u>"G"</u> contains a summary of the pertinent provisions of the escrow agreement.
- [X] Other <u>See Exhibit "L" (Additional Disclosure Statement)</u>

B. <u>Buyer's Right to Cancel Sales Contract:</u>

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

<u>Preliminary Report:</u> 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 <u>OR</u> the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; <u>AND</u>
 - 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.	see and carefully review all do	ocuments relating to the project. I	tract, prospective buyers should ask to If these documents are not in final include but are not limited to the:
	date by the Hawaii Re	eal Estate Commission.	which have been given an effective
	B) Declaration of CondorC) Bylaws of the AssociaD) House Rules, if any.	minium Property Regime, as ame ition of Apartment Owners, as am	nded. nended.
	E) Condominium Map, as F) Escrow Agreement.	s amended.	
	G) Hawaii's Condominium	n Property Act (Chapter 514A, HI (Chapter 16-107, adopted by the	RS, as amended) and Hawaii Real Estate Commission, as
			i
review t Regime	through the developer or through law (Chapter 514A, HRS) and the following sites: Website to access official copy	gh the developer's sales agent, if I the Administrative Rules (Chapton of I awa: www.capitol.hawaii.govopy of laws: www.hawaii.gov/doc	ade by the developer are available for any. The Condominium Property er 107) are available online. Please
This Pu on <u>S</u>	ablic Report is part of Registration (September 29, 2005).	on No. <u>5837</u> filed with the l	Real Estate Commission
<u>Reprod</u>	uction of Report. When reprod	luced, this report must be on:	
[]YEL	LOW paper stock	[]WHITE paper stock	[x] PINK paper stock

C. Additional Information Not Covered Above:

- AGRICULTURAL USE. Prior to 1990, the Land was subject to long-term agricultural use. Also, lands in the
 general vicinity of the Project may be used for agricultural purposes now or in the future, and each buyer of a
 Unit will be required to acknowledge and accept the risks and consequences of prior, current and future
 agricultural activities in and near the Project. Also, the buyer is encouraged to read the additional disclosures
 in Exhibit "L" regarding use of the units and issues pertaining to agricultural activities.
- 2. RIGHTS OF OWNER OF REMNANT 3. The Owner of Remnant 3, which was initially within the Project but subsequently removed, has the nonexclusive right to use certain access and utility easements and the common elements of the Project, but has the obligation to reimburse the Association for such use.
- 3. WITHDRAWAL OF REMNANT 7. The owners of Units 30A and 30B attempted to remove their units and the land underlying their units (Remnant 7) from the Project by executing an amendment to the Declaration, dated May 14, 2010, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2010-070973. Although the Declaration provides procedures for the removal of certain parts of the Project (including Remnant 7 and Units 30A and 30B), it appears that not all of the steps legally required to effect the removal of Remnant 7 and Units 30A and 30B have yet been taken. Accordingly, the Association believes (and the title company issuing the most recent title report on the Project appears to agree) that Units 30A and 30B and Remnant 7 remain parts of the Project.
- 4. SUBDIVISION IMPROVEMENTS. The Association is in the process of completing various subdivision infrastructure improvements that are required by the County of Kauai before permits can be issued for the construction of improvements (including dwellings, where permitted) on the limited common element land areas appurtenant to the individual Units. As part of the completion of the subdivision infrastructure, various relatively minor adjustments may have to be made to the Condominium Map. As these adjustments are made, the Association may amend the Condominium Map from time to time to reflect changes to the information shown on the map. Upon completion of the subdivision infrastructure improvements and County approval of a final subdivision map for the Project, the Association will amend the Condominium Map to reflect final subdivision approval and to make the Condominium Map consistent with the final subdivision map. The Association has the authority, under an amendment to the governing documents (recorded in the Bureau of Conveyances as Document No.2009-161757) to amend the Condominium Map for such purposes, without the joinder or consent of any Unit owners or any other persons or entities. PROSPECTIVE BUYERS ARE HEREBY PUT ON NOTICE THAT AMENDMENTS TO THE CONDOMINIUM MAP TO REFLECT CHANGES MADE IN CONNECTION WITH OBTAINING FINAL SUBDIVISION APPROVAL WILL NEITHER BE NOR BE DEEMED TO BE "MATERIAL" CHANGES TO THE PROJECT THAT REQUIRE ISSUANCE OF FURTHER SUPPLEMENTARY PUBLIC REPORTS OR THAT GIVE A BUYER A RIGHT TO RESCIND THE BUYER'S SALES CONTRACT. Each buyer and owner of a Unit in the Project will be provided with all amendments to the Condominium Map.

- 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.

Association of Apartment Owners of	Kulana
Printed Name of Developer	

Brad W. Rockwell, President Printed Name(s) & Title(s) of Person(s) Signing Above

Distribution:

Planning Department, County of Kauai

Real Property Assessment Division, County of Kauai

Department of Water, 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" UNITS, LCE AREAS AND LOCATIONS

Unit No.	TMK No.	Approx. LCE Area	Unit Location
		(Acres)	(Lot & Location in Lot)
1A	(4) 4-3-11-1-1	2.709	Lot 1, northwest
1B	(4) 4-3-11-1-2	1.918	Lot 1, west
1C	(4) 4-3-11-1-3	4.818	Lot 1, center
1D	(4) 4-3-11-1-4	4.284	Lot 1, northeast
1E	(4) 4-3-11-1-5	5.397	Lot 1, southeast
1F	(4) 4-3-11-1-6	2.420	Lot 1, southwest
1G	(4) 4-3-11-1-7	2.047	Lot 1, southwest
1X	(4) 4-3-11-1-8	3.550	Lot 1, northwest
1Y	(4) 4-3-11-1-9	2.026	Lot 1, northeast
2A	(4) 4-3-11-1-10	2.428	Lot 2, northwest
2B	(4) 4-3-11-1-11	2.157	Lot 2, east
2C	(4) 4-3-11-1-12	1.562	Lot 2, east
2D	(4) 4-3-11-1-13	2.244	Lot 2, southeast
2E	(4) 4-3-11-1-14	4.193	Lot 2, south
2F	(4) 4-3-11-1-15	1.492	Lot 2, west center
2G	(4) 4-3-11-1-16	3.114	Lot 2, west center
2X	(4) 4-3-11-1-17	7.711	Lot 2, north
3A	(4) 4-3-11-1-18	3.994	Lot 3, north
3B	(4) 4-3-11-1-19	2.970	Lot 3, east
3C	(4) 4-3-11-1-20	2.579	Lot 3, southeast
3D	(4) 4-3-11-1-21	2.496	Lot 3, south
3E	(4) 4-3-11-1-22	4.010	Lot 3, southwest
4A	(4) 4-3-11-1-23	4.544	Lot 4, northwest
4B	(4) 4-3-11-1-24	4.517	Lot 4, northeast
4C	(4) 4-3-11-1-25	4.502	Lot 4, southeast
4X	(4) 4-3-11-1-26	1.519	Lot 4, southwest
5A	(4) 4-3-11-1-27	4.881	Lot 5, west
5B	(4) 4-3-11-1-28	4.688	Lot 5, southwest
5C	(4) 4-3-11-1-29	2.653	Lot 5, southeast
5D	(4) 4-3-11-1-30	2.204	Lot 5, south
5X	(4) 4-3-11-1-31	7.619	Lot 5, north
7A	(4) 4-3-11-1-32	2.731	Lot 7, northwest
7B	(4) 4-3-11-1-33	3.547	Lot 7, north
7C	(4) 4-3-11-1-34	2.114	Lot 7, northeast
7D	(4) 4-3-11-1-35	3.016	Lot 7, northeast
7E	(4) 4-3-11-1-36	3.903	Lot 7, south
8A	(4) 4-3-11-1-37	1.738	Lot 8, east
8B	(4) 4-3-11-1-38	2.363	Lot 8, south center
8C	(4) 4-3-11-1-39	3.050	Lot 8, south
8D	(4) 4-3-11-1-40	1.266	Lot 8, northwest
8E	(4) 4-3-11-1-41	2.127	Lot 8, center
QL	(7) 7-3-11-1-41	2.121	Lot o, comer

Unit No.	TMK No.	Approx. LCE Area	Unit Location
		(Acres)	(Lot & Location in Lot)
9A	(4) 4-3-11-1-42	2.601	Lot 9, north
9B	(4) 4-3-11-1-43	3.058	Lot 9, east
9C	(4) 4-3-11-1-44	2.866	Lot 9, southeast
9D	(4) 4-3-11-1-45	2.631	Lot 9, southwest
9E	(4) 4-3-11-1-46	2.055	Lot 9, west
10A	(4) 4-3-11-1-47	2.695	Lot 10, north
10B	(4) 4-3-11-1-48	2.483	Lot 10, east
10C	(4) 4-3-11-1-49	2.790	Lot 10, southeast
10D	(4) 4-3-11-1-50	1.988	Lot 10, west center
10E	(4) 4-3-11-1-51	3.018	Lot 10, southwest
11A	(4) 4-3-11-1-52	3.124	Lot 11, northwest
11B	(4) 4-3-11-1-53	2.308	Lot 11, north center
11C	(4) 4-3-11-1-54	2.576	Lot 11, northeast
11D	(4) 4-3-11-1-55	2.419	Lot 11, south
11E	(4) 4-3-11-1-56	3.068	Lot 11, west
12A	(4) 4-3-11-1-57	2.117	Lot 12, northwest
12B	(4) 4-3-11-1-58	1.820	Lot 12, northeast
12C	(4) 4-3-11-1-59	3.206	Lot 12, southeast
12D	(4) 4-3-11-1-60	6.100	Lot 12, southwest
12E	(4) 4-3-11-1-61	2.202	Lot 12, west
13A	(4) 4-3-11-1-62	1.468	Lot 13, northwest
13B	(4) 4-3-11-1-63	1.847	Lot 13, northeast
13C	(4) 4-3-11-1-64	3.091	Lot 13, center
13D	(4) 4-3-11-1-65	1.893	Lot 13, east
13E	(4) 4-3-11-1-66	3.315	Lot 13, south
14A	(4) 4-3-11-1-67	1.150	Lot 14, north
14B	(4) 4-3-11-1-68	1.636	Lot 14, east
14C	(4) 4-3-11-1-69	4.550	Lot 14, southeast
14D	(4) 4-3-11-1-70	2.779	Lot 14, south
14E	(4) 4-3-11-1-71	2.929	Lot 14, southwest
15A	(4) 4-3-11-1-72	1.783	Lot 15, northwest
15B	(4) 4-3-11-1-73	1.598	Lot 15, northeast
15C	(4) 4-3-11-1-74	4.280	Lot 15, east
15D	(4) 4-3-11 - 1 <i>-</i> 75	2.895	Lot 15, south center
15E	(4) 4-3-11-1-76	1.773	Lot 15, southwest
16A	(4) 4-3-11-1 - 77	2.298	Lot 16, northwest
16B	(4) 4-3-11-1-78	1.998	Lot 16, west center
16C	(4) 4-3-11-1-79	3.860	Lot 16, northeast
16D	(4) 4-3-11-1-80	3.362	Lot 16, southeast
16E	(4) 4-3-11 - 1-81	3.042	Lot 16, southwest
17A	(4) 4-3-11-1-82	4.618	Lot 17, northeast
17B	(4) 4-3-11-1-83	4.760	Lot 17, west & south center
17C	(4) 4-3-11-1-84	3.091	Lot 17, southwest

Unit No.	TMK No.	Approx. LCE Area	Unit Location
		(Acres)	(Lot & Location in Lot)
18A	(4) 4-3-11-1-85	6.036	Lot 18, northwest
18B	(4) 4-3-11-1-86	3.744	Lot 18, northeast
18C	(4) 4-3-11-1-87	3.476	Lot 18, west center
18D	(4) 4-3-11-1-88	3.329	Lot 18, southeast
18E	(4) 4-3-11-1-89	2.122	Lot 18, southwest
19A	(4) 4-3-11-1-90	4.372	Lot 19, northeast
19B	(4) 4-3-11-1-91	3.889	Lot 19, southeast
19C	(4) 4-3-11-1-92	4.856	Lot 19, south
19D	(4) 4-3-11-1-93	4.763	Lot 19, southwest
19 E	(4) 4-3-11-1-94	3.685	Lot 19, northwest
20A	(4) 4-3-11-1-95	4.009	Lot 20, northwest
20B	(4) 4-3-11-1-96	8.338	Lot 20, east & northeast
20C	(4) 4-3-11-1-97	5.985	Lot 20, south
20D	(4) 4-3-11-1-98	3.220	Lot 20, south center
20E	(4) 4-3-11-1-99	5.658	Lot 20, southwest
27A	(4) 4-3-11-1-105	5.158	Remnant Parcel 4 (Lot 27), west
27B	(4) 4-3-11-1-106	2.074	Remnant Parcel 4 (Lot 27), east
30A	(4) 4-3-11-1-107	0.831	Remnant Parcel 7, northwest
30B	(4) 4-3-11-1-108	0.888	Remnant Parcel 7, southeast

EXHIBIT "B"

COMMON ELEMENTS

Section 5 of the Declaration establishes the Common Elements for the Project. Section 5 states as follows:

- "5. <u>COMMON ELEMENTS</u>. One freehold estate is hereby designated in all of the remaining portions of the Project, herein called the "Common Elements," including specifically, but not limited to:
 - (1) The Land in fee simple;
 - (2) The Common Property;
- (3) Those Ponds located on Lots 12, 13 and 14; and rights, if any, obtained by Declarant now or in the future on behalf of the Owners in accordance with Paragraph 22.5 of this Declaration.
- (4) Easements and rights in favor of the Association under the Master Grant of Easements;
- (5) Lot 6, the man-made reservoir located on Lot 6, entry gates and pavilions, any trails and any other recreational facilities of common use;
- (6) Those portions of the Land designated on the Condominium Map as "Common Element", including without limitation those designated as Common Elements 2Y, 5W, 5Y, 5Z, 7X, 7Y, 8X, 10X, 11X, 12X, 13X, P-2, P-3, 15X, 17X or 17Y.
- (7) All ducts, vents, shafts, sewer lines, sewage treatment equipment and facilities (if any), electrical equipment, telephone equipment, pipes, wiring and other central and appurtenant transmission facilities and installations over, under and across the Project which serve more than one Unit for services such as power, light, water, gas (if any), cablevision (if any), sewer, refuse, telephone, and radio and television signal distribution;
- (8) Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance or safety, or normally in common use."

EXHIBIT "C"

LIMITED COMMON ELEMENTS

Section 6 of the Declaration designates certain portions of the Project as "limited common elements", including specifically but not limited to:

"6. LIMITED COMMON ELEMENTS.

6.1 Certain parts of the Common Elements, herein called and designated limited common elements, are hereby set aside and reserved for the exclusive use of certain Units and such Units shall have appurtenant thereto exclusive easements for the use of such limited common elements.

The limited common elements so set aside and reserved are as follows:

- (1) Any entrance, exit, gateway, entry, patio, yard, driveway or steps which would normally be used only for the purposes of ingress to and egress from a Unit shall be a limited common element appurtenant to and reserved for the exclusive use of such Unit.
- (2) That portion of the Land designated on the Condominium Map as a "Lot" (together with the airspace above such Land area), is for the exclusive use of the Unit having the same letter designation as such Land area on such Condominium Map (such area may be referred to as an "Exclusive Area"). Schedule 1 attached to the Declaration contains a list of the Units, and the area of the Exclusive Area appurtenant to such Unit.
- (3) Each Exclusive Area is subject to any nonexclusive easements shown on the Condominium Map and which are noted or reserved as set forth in Paragraph 22.6 of the Declaration, which are for the benefit of other Unit Owners, provided that the Owner of the Unit burdened by such easement reserves the right to make use of such easement, subject to the terms and conditions set forth in Paragraph 8.1 of this Declaration and provided further, that such Owner may not construct fences or buildings or plant trees on or over such easement that are for access or utility purposes.
- (4) Any other common element of the Project which is rationally related to fewer than all the Units shall be deemed a limited common element appurtenant to and for the exclusive use of such Unit(s) to which it is rationally related.
- 6.2 A Unit Owner may grant easements on or over the Exclusive Area appurtenant to his Unit, provided that the use of such easement does not present a danger to other Units and does not materially change the level of activity on the Project as a whole."

Note: an "Exclusive Area" is not a legally subdivided lot; it is a limited common element in a condominium property regime.

EXHIBIT "D"

DEVELOPER'S RESERVED RIGHTS

The Developer (Declarant) reserved a number of rights to take action relating to the Project and to amend the Project Documents. A prospective purchaser of a Unit is urged to review the Project Documents, not merely the summaries contained in this Public Report.

Among the reserved rights are those set forth in Paragraph 22 and rights to amend Project Documents set forth in Paragraph 21.

A. <u>Summary of Rights reserved in Paragraph 22 of the Declaration:</u>

- 1. Rights to have easements to make improvements, complete repairs and maintenance of the Project in connection with Developer's obligations.
- 2. Right to have sales activities on or from the Project, including the common elements, in connection with the sale of the units in the Project.
- 3. Right to make to modify the Project to make it conform, if the Project is found not to be in compliance with any federal, state County or other law during the period that Developer is selling the Units in the Project or thereafter. This right shall include, but shall not be limited to, the right to cause noise, dust and other disturbances and nuisances incidental to modifying the common elements as required.
- 4. Right from time to time to grant and convey to any public or Government Entity (including the County) any and all rights relating to the Roadway Lots (or portion or portions thereof), upon such terms and conditions relating to the dedication and acceptance thereof as Declarant and such grantee may agree.
- 5. Right to enter into easements, licenses and other forms of agreements ("Sharing Agreements") with owners of properties outside the Project ("Neighbors") if such Sharing Agreements are, in Declarant's discretion, for the benefit of the Project or if such Sharing Agreements are required under the Land Use Agreement or the County Permit. Such agreements may include (but shall not require) agreements granting reciprocal rights between the Association and the Neighbors.

NOTE: The right was reserved to Declarant until the earlier of December 31, 2015, or upon the sale by Declarant of 90% of the Units to third parties, but was extended to the Association (together with other Declarant rights) by amendment to the Declaration recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2009-161757 to add a new Section 29 to the Declaration, which provides as follows:

"29. <u>RIGHTS OF THE ASSOCIATION TO COMPLETE THE KULANA</u> SUBDIVISION.

29.1 Effective as of October 21, 2009, the Association shall have the right (but not the obligation), to be exercised by the vote or written consent of a majority of the Board, without the joinder or consent of any Unit Owner, Unit purchaser, lienholder or other person, to do (or cause to be done) all such things as the Declarant has or at any time had the right to do (regardless of whether the Declarant's rights have expired) under this Declaration, the Bylaws and the Master CCRs Declaration that are reasonably required, directly or indirectly (i) to complete the Kulana Subdivision infrastructure and improvements, (ii) to comply with all of the terms and requirements of the County Permit, and (iii) to obtain from the appropriate Government Entity or Entities final subdivision approval for the Kulana Subdivision. These rights are hereby granted to the Association for the express and limited purpose of enabling the Association to cause the completion of the Kulana Subdivision infrastructure and improvements as expeditiously

and economically as possible so that the Unit Owners may apply for such governmental permits and authorizations as are required to enable the Owners to make such Changes to their Units and Exclusive Areas as are permitted by Section 20.1 of this Declaration, subject, however, to all of the conditions, requirements and restrictions pertaining to Changes set forth in Section 20 of this Declaration.

- 29.2 The rights herein granted to the Association include, but are not limited to, the right to execute (and, if appropriate, to cause to be recorded in the Bureau of Conveyances) any and all legal documents, agreements, certificates, amendments, maps, plans, conveyances and other instruments required by any Government Entity or utility or service provider or by law to accomplish the tasks for which such rights are granted, including (but not limited to) one or more amendments to this Declaration, the Bylaws and/or the Condominium Map as may be necessary to reflect changes to the Project or the Land caused by or otherwise related to the exercise of such rights. Any such instrument or amendment need only be approved by a majority of the Board and signed by the person or persons authorized to sign by appropriate Board resolution, without the joinder or consent of any Unit Owner, Unit purchaser, mortgagee, lienholder, or any other person or entity whatsoever.
- 29.3 The rights herein granted shall be in addition to, and shall in no way limit or be deemed to limit, all other rights granted or reserved to the Association in this Declaration, the Bylaws, the Master CCRs Declaration or by applicable law (including Chapters 514A and 514B of the Hawaii Revised Statutes).
- 29.4 By acquiring, exercising or failing to exercise the rights granted in this Section 29, the Association shall not be or become (or be deemed to be or become) a successor to the Declarant, a co-Declarant, a partner or joint venturer with the Declarant, a subsidiary of the Declarant, or otherwise liable in any way whatsoever for the Declarant's past, present or future acts or omissions or the consequences thereof."
- 6. Right to Grant Easements. In addition to the rights reserved in favor of Declarant under the Master Grant of Easements (referred in Exhibit "E" of this Public Report) Declarant further reserves (a) the right to grant to any public or governmental authority rights-of-way and other easements or to obtain easements or access rights onto public ways, which are for the sole benefit of the Project or which do not materially interfere with the use nor materially impair the value of, any Unit, over, across, under and through the Common Elements and limited common elements for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and other public services and utilities; (b) the right to enter for the purpose of installing, repairing, altering and removing such lines and facilities and of trimming any trees in the way thereof; and (c) the right to amend the terms and conditions of any existing easement to reflect the final configuration of the Improvements intended to be made within such area of the easement if such change shall become necessary or desirable after the completion of roadways and other public facilities, private roadways or utilities; provided, however, that any such changes shall not materially change the use by a Unit Owner of such easement or easements.

(The foregoing rights in favor of Declarant shall terminate when Declarant no longer owns any Units in the Project. Thereafter, the Association, through the Board, with the consent or agreement of any holder of any then existing easement affected thereby, is authorized to grant, convey, transfer, cancel, relocate and otherwise deal with any and all such public services and utilities easements now or hereafter located on or affecting the Project.)

- B. The rights so reserved in favor of the Declarant in Paragraph 21.3 of the Declaration are stated as follows:
 - "21.3 Declarant's Rights to Make Amendments Required by Law Lenders Title Insurers, Etc.

Notwithstanding Paragraphs 21.1 and 21.2,

- (a) at any time prior to the first recordation in the Bureau of Conveyances of a conveyance of a Unit, the Declarant may amend this Declaration (including all exhibits) and the Bylaws in any manner, without the consent of any Unit purchaser; and
- (b) at any time after the first recordation in the Bureau of Conveyances of a conveyance of a Unit:
- (i) Declarant may amend this Declaration (and when applicable, the Condominium Map) to file the "As Built" verified statement required by Section 514A-12 of the Act (i) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plan thereto filed fully and accurately depicts layout, location, unit numbers, and the dimensions of an improvement or change in a Unit as-built; and so long as the plans filed therewith involve only immaterial Changes to the layout, location, or dimensions of the units as built or any change in any Unit number; and
 - (ii) So long as Declarant retains any interest in an Unit in the Project,

Declarant shall have the right (but not the obligation) to amend this Declaration and the Bylaws (and the Condominium Map, if appropriate) (without the necessity of the consent or joinder of the Association, the Board, any other Unit Owner or any other person who has an Interest in a Lot or an Interest in a Unit) for the purpose of meeting any requirement imposed by (aa) applicable Law, (bb) the Real Estate Commission of the State of Hawaii, (cc) any title insurance company issuing a title insurance policy on the Project or any of the Units, (dd) any institutional lender lending funds on the security of the Project or any of the Units, or (ee) any other governmental or quasi-governmental agency including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; and

- (c) Declarant shall have the right to amend this Declaration and the Condominium Map to make minor alterations in the Project, any Unit or in the common elements, so long as such to do not affect the physical location, design or size of any Unit, the use available for the Owner of such Unit for the Unit's or its appurtenant limited common elements, change the common interest appurtenant to an Unit which has been sold and filed in the Bureau of Conveyances location or size of a Unit shall be made without the consent of all persons having an interest in such Unit.
- (d) Each and every person party acquiring an interest in the Project, by such acquisition, shall be deemed to have consented to the amendments described in this Section 21 and to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same, and appoints Declarant and its assigns as his or her attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the duration of such reserved rights, and shall not be affected by the disability of such party or parties."
- C. Note, that the joinder or consent of a Unit Owner is not required, but if such is required in order for Developer or other benefitted person ('Third Party") to exercise his rights, then the Unit Owner must give such joinder or consent upon being requested so by Declarant or such Third Party. If a Unit Owner fails to do so, then Declarant or such Third Party is given a power of attorney from each Unit Owner to give such joinder or consent.

EXHIBIT "E"

ENCUMBRANCES AGAINST TITLE

For any taxes that may be due and owing and a lien on the property herein described, reference is hereby made to the Office of the Tax Assessor of the Fourth Division.

[NOTE: THE TAX LIENS IN FAVOR OF THE COUNTY OF KAUAI LISTED HEREIN AS ITEMS 45 THROUGH 59 INCLUSIVE WILL BE RELEASED ON A UNIT-BY-UNIT BASIS PRIOR TO CONVEYANCE OF TITLE.]

- 1. Mineral and water rights of any nature.
- 2. The terms and provisions contained in the following:

INSTRUMENT: LAND COURT GRANT NO. 5266

DATED : April 14, 1910

The foregoing includes, but is not limited to, matters relating to water rights.

- 3. Exception and reservation of roads and trails as set forth in Land Patent Grant No. 5266 to Rufus P. Spalding, dated April 14, 1910.
- 4. Free flowage of ditch and stream as shown on Tax Map.
- 5. Ditches shown on survey map prepared by Pedro Y. Guzman, Licensed Professional Land Surveyor of R.M. Towill Corporation, dated March 18, 1998.
- 6. Kainahola Stream as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying dated August 24, 2004.
- 7. The terms and provisions contained in the following:

INSTRUMENT : DEED

DATED : May 21, 1999

RECORDED : Document No. 99-082059

8. GRANT in favor of THE LIHUE PLANTATION COMPANY, LIMITED, a Hawaii corporation, dated May 21, 1999, recorded as Document No. 99-082060; re: granting an irrevocable easement rights affecting portions of the Property, and appurtenant to the Seller's land, for use, operation, maintenance, repair, improvement and/or replacement of such portions of the Irrigation Ditch System as are located within the perimeter boundaries of the property.

9. -AS TO LOT 1:-

- (A) Designation of Easement "AU-3" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-45" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "D-10" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-12" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "D-16" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "D-17" (15 feet

- wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Designation of Easement "D-44" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (H) Designation of Easement "D-47" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (I) Designation of Easement "D-56" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (J) Designation of Easement "P-4" for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (K) Designation of Easement "P-5" for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (L) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (M) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.

10. -AS TO LOT 2 ONLY:-

- (A) LICENSE AGREEMENT by and between KAPAA 382, LLC, a Hawaii limited liability company "Licensor", and: ROBERT GRINPAS and ESTHER GRINPAS, husband and wife, "Licensee", dated August 13, 1999, recorded as Document No. 2000-011540, for a term of 15 years commencing on August 15, 1999.
- (B) Designation of Easement "AU-2" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "AU-15" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "AU-32" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "D-11" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "D-13" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Designation of Easement "D-39" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (H) Designation of Easement "D-40" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (I) Designation of Easement "DR-2" for drainage purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (J) Designation of Easement "P-6" for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (K) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (L) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (M) Setback (6 feet wide) for future road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

11. -AS TO LOT 3 ONLY:-

- (A) Designation of Easement "AU-1" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (B) Designation of Easement "AU-31" (44 feet wide) for pedestrian, vehicular access, and

utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (C) Designation of Easement "D-14" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (E) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (F) Setback (6 feet wide) for future road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

12. -AS TO LOT 4 ONLY:-

- (A) Designation of Easement "D-15" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (C) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.

(D) Setback (6 feet wide) for future road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

13. -AS TO LOT 5:-

- (A) Designation of Easement "AU-6" (56 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-8" (56 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "AU-28" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "AU-30" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "D-19" (20 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "D-21" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (G) Designation of Easement "D-23" (20 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (H) Designation of Easement "D-25" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (I) Designation of Easement "D-51" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (J) Designation of Easement "DR-3" for drainage purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (K) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (L) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (M) Setback (6 feet wide) for future road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (N) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man, and WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. 2002-148167; granting a nonexclusive

easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarried, by instrument dated August 2, 2002, recorded as Document No. 2002-148170.

14. -AS TO LOT 6:-

- (A) Designation of Easement "AU-7" (56 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-10" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "AU-38" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-22" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "D-34" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "D-50" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires

Land Surveying, dated August 24, 2004.

- (G) Designation of Easement "D-52" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (H) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (I) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying dated November 21, 2004.

15. -AS TO LOT 7:-

- (A) Designation of Easement "AU-23" (16 and 56 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-24" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "AU-29" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "AU-33" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004.

- (E) Designation of Easement "AU-47" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "D-18" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Designation of Easement "D-20" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (H) Designation of Easement "D-24" (10 and 20 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (I) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 27, 2004.
- (J) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 27, 2004.
- (K) Setback (8 feet wide) for road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (L) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man,

and WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. 2002-148167; granting a nonexclusive easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarred, by instrument dated August 2, 2002, recorded as Document No. 2002-148170.

16. -AS TO LOT 8:-

- (A) Designation of Easement "AU-25" (20 and 40 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-34" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "D-27" (20 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (E) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (F) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man, and WILLIAM R. HANCOCK, a married man,

dated August 1, 2002, recorded on Document No. 2002-148167; granting a nonexclusive easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarred, by instrument dated August 2, 2002, recorded as Document No. 2002-148170.

17. -AS TO LOT 9:-

- (A) Designation of Easement "AU-26" (20 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-27" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "AU-42" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-28" (10 and 20 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (F) Setback (8 feet wide) for road widening purposes, as shown on subdivision map

prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

(G) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man, and WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. 2002-148167; granting a nonexclusive easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarred, by instrument dated August 2, 2002, recorded as Document No. 2002-148170.

18. -AS TO LOT 10:-

- (A) Designation of Easement "AU-22" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M., Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-43" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "AU-46" for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-29" (10 and 20 feet wide) for irrigation ditch system purposes as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (E) Designation of Easement "DR-4" for drainage purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (G) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man, and WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. 2002-148167; granting a nonexclusive easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarred, by instrument dated August 2, 2002, recorded as Document No. 2002-148170.

19. -AS TO LOT 11:-

- (A) Designation of Easement "AU-4" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "D-41" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "D-54" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "DR-1" for drainage purposes, as shown on subdivision map .

prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (E) Designation of Easement "DR-5" for drainage purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (G) Setback (6 feet wide) for future road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (H) Setback (13 feet wide) for road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (I) Restriction of vehicle access rights, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

20. -AS TO LOT 12:-

- (A) Designation of Easement "D-2" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "D-3" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- . (C) Designation of Easement "D-42" (10 feet

- wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-55" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "E-9A" (60 feet wide) for overhead electrical transmission purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "P-1" for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Designation of Easement "G-1" for future road widening grading purposes, as shown on subdivision map prepared by Roger M.
 Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (H) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (I) Setback (6 feet wide) for future road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (J) Setback (13 feet wide) for road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (K) Restriction of vehicle access rights, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (L) GRANT in favor of GTE HAWAIIAN TELEPHONE COMPANY, INCORPORATED now known as HAWAIIAN TELCOM, INC., dated October 28, 1975, recorded in Liber 11015 at Page 529; granting a right and easement for utility purposes, as shown on the map attached thereto.
- (M) GRANT in favor of CITIZENS UTILITIES COMPANY, now known as CITIZENS COMMUNICATIONS COMPANY, whose interest is now held by KAUAI ISLAND UTILITY COOPERATIVE, dated May 12, 1998, recorded as Document No. 98-161869; granting a right and easement for utility purposes over Easements "E-5", "E-7", and "E-9", more particularly described therein.

21. -AS TO LOT 13:-

- (A) Designation of Easement "D-4" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "D-5" (15-30 feet wide) for irrigation ditch system purposes, as show on subdivision map prepared by Roger M.n Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "D-43" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "P-2" for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land

Surveying, dated August 24, 2004.

- (E) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (F) Setback (6 feet wide) for future road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

22. -AS TO LOT 14:-

- (A) Designation of Easement "AU-16" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-40" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "D-1" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "E-9B" (60 feet wide) for overhead ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "P-3" for overhead ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (F) Designation of Easement "G-2" for future road widening grading purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (H) Restriction of vehicle access rights along Olohena Road, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (I) GRANT in favor of GTE HAWAIIAN TELEPHONE COMPANY, INCORPORATED, now known as HAWAIIAN TELCOM, INC., dated October 28, 1975, recorded in Liber 11015 at Page 529; granting a right and easement for utility purposes, as shown on the map attached thereto.
- (J) GRANT in favor of CITIZENS UTILITIES

 COMPANY, now known as CITIZENS

 COMMUNICATIONS COMPANY, whose interest is

 now held by KAUAI ISLAND UTILITY

 COOPERATIVE, dated May 12, 1998, recorded

 as Document No. 98-161869; granting a right

 and easement for utility purposes over

 Easements "E-5", "E-7", and "E-9", more

 particularly described therein.

23. -AS TO LOT 15:-

- (A) Designation of Easement "AU-12" (44 feet wide) f or pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "D-6" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by .

- Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "D-31" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-35" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "D-48" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (G) Setback (6 feet wide) for future road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

24. -AS TO LOT 16:-

- (A) Designation of Easement "AU-5" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-17" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (C) Designation of Easement "AU-35" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-7" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "D-36" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "D-45" (15 feet wide) for irrigation ditch system purposes, on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Designation of Easement "E-9C" (60 feet wide) for overhead electrical transmission purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (H) Designation of Easement "G-3" for future road widening grading purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (I) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (J) Restriction of vehicle access rights along Olohena Road, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor

- with Caires Land Surveying, dated August 24, 2004.
- (K) GRANT in favor of GTE HAWAIIAN TELEPHONE COMPANY, INCORPORATED, now known as HAWAIIAN TELCOM, INC., dated October 28, 1975, recorded in Liber 11015 at Page 529; granting a right and easement for utility purposes, as shown on the map attached thereto.
- (L) GRANT in favor of CITIZENS UTILITIES
 COMPANY, now known as CITIZENS
 COMMUNICATIONS COMPANY, whose interest is
 now held by KAUAI ISLAND UTILITY
 COOPERATIVE, dated May 12, 1998, recorded
 as Document No. 98-161869; granting a right
 and easement for utility purposes over
 Easements "E-5", "E-7", and "E-9", more
 particularly described therein.

25. -AS TO LOT 17:-

- (A) Designation of Easement "AU-9" (44 and 56 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-11" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "AU-39" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-26" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (E) Designation of Easement "D-33" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "D-49" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (H) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (I) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man, and WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. 2002-148167; granting a nonexclusive easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarred, by instrument dated August 2, 2002, recorded as Document No. 2002-148170.

26. -AS TO LOT 18:-

(A) DESIGNATION OF EASEMENT "AU-13" (44 feet wide)

PURPOSE : pedestrian, vehicular access, and

utility

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004

(B) DESIGNATION OF EASEMENT "AU-18" (44 feet wide)

PURPOSE : pedestrian, vehicular access, and

utility

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(C) DESIGNATION OF EASEMENT "AU-36" (44 feet wide)

PURPOSE : pedestrian, vehicular access, and

utility

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(D) DESIGNATION OF EASEMENT "D-8" (30 feet wide)

PURPOSE : irrigation ditch system

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(E) DESIGNATION OF EASEMENT "D-32" (30 feet wide)

PURPOSE : irrigation ditch system

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(F) DESIGNATION OF EASEMENT "D-37" (15 and 30 feet wide)

PURPOSE : irrigation ditch system

SHOWN : on subdivision map prepared by
Roger M. Caires, Land Surveyor
with Caires Land Surveying, dated
August 24, 2004

(G) DESIGNATION OF EASEMENT "D-46" (15 feet wide)

PURPOSE : irrigation ditch system

SHOWN : on subdivision map prepared by Roger M. Caires. Land Surveyor

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(H) DESIGNATION OF EASEMENT "E-9D" (60 feet wide)

PURPOSE : overhead electrical transmission
SHOWN : on subdivision map prepared by
Roger M. Caires, Land Surveyor
with Caires Land Surveying, dated

August 24, 2004

(I) DESIGNATION OF EASEMENT "G-4" (0.116 acre)

PURPOSE : future road widening grading
SHOWN : on subdivision map prepared by
Roger M. Caires, Land Surveyor
with Caires Land Surveying, dated

August 24, 2004

- (J) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004
- (K) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004
- (L) RESTRICTION OF VEHICLE ACCESS RIGHTS

ALONG : Olohena Road

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor

with Caires Land Surveying, dated August 24, 2004

(M) GRANT

TO : GTE HAWAIIAN TELEPHONE COMPANY,

INCORPORATED now known as HAWAIIAN

TELCOM, INC.

DATED : October 28, 1975

RECORDED : Liber 11015 Page 529

GRANTING : a right and easement for utility

purposes, as shown on the map

attached thereto

(N) GRANT

TO : CITIZENS UTILITIES COMPANY, whose

interest is now held by KAUAI

ISLAND UTILITY CO-OP

DATED : May 12, 1998

RECORDED : Document No. 98-161869

GRANTING : a right and easement for utility

purposes over Easements "E-5", "E-7", and "E-9", more particularly

described therein

27. -AS TO LOT 19:-

(A) DESIGNATION OF EASEMENT "AU-14" (44 feet

wide)

PURPOSE : pedestrian, vehicular access, and

utility

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(B) DESIGNATION OF EASEMENT "AU-19" (44 feet

wide)

PURPOSE : pedestrian, vehicular access, and

utility

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004

(C) DESIGNATION OF EASEMENT "AU-20" (44 feet wide)

PURPOSE : pedestrian, vehicular access, and

utility

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(D) DESIGNATION OF EASEMENT "AU-41" (44 feet wide)

PURPOSE : pedestrian, vehicular access, and

utility

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(E) DESIGNATION OF EASEMENT "D-9" (30 feet wide)

PURPOSE : irrigation ditch system

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(F) DESIGNATION OF EASEMENT "D-38" (15 feet wide)

PURPOSE : irrigation ditch system

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(G) DESIGNATION OF EASEMENT "E-7B" (60 feet wide)

PURPOSE : overhead electrical transmission SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004

(H) DESIGNATION OF EASEMENT "AU-44" (44 feet wide)

: pedestrian, vehicular access, and PURPOSE

utility

: on subdivision map prepared by SHOWN

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

DESIGNATION OF EASEMENT "G-5" (0.579 acre) (I)

: future road widening grading PURPOSE : on subdivision map prepared by SHOWN Roger M. Caires, Land Surveyor

with Caires Land Surveying, dated

August 24, 2004

(J) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004

- (K) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004
- RESTRICTION OF VEHICLE ACCESS RIGHTS (L)

: Olohena Road ALONG

: on subdivision map prepared by SHOWN Roger M. Caires, Land Surveyor

with Caires Land Surveying, dated

August 24, 2004

(M) GRANT

: GTE HAWAIIAN TELEPHONE COMPANY, TO

INCORPORATED now known as HAWAIIAN

TELCOM, INC.

DATED : October 28, 1975

RECORDED : Liber 11015 Page 529

GRANTING : a right and easement for utility

purposes, as shown on the map

attached thereto

(N) GRANT

TO : CITIZENS UTILITIES COMPANY, whose

interest is now held by KAUAI

ISLAND UTILITY CO-OP

DATED : May 12, 1998

RECORDED : Document No. 98-161869

GRANTING : a right and easement for utility

purposes over Easements "E-5", "E-7", and "E-9", more particularly

described therein

30. -AS TO LOT 20:-

(A) DESIGNATION OF EASEMENT "AU-21" (44 feet wide)

PURPOSE : pedestrian, vehicular access, and

utility

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(B) DESIGNATION OF EASEMENT "AU-37" (44 feet

wide)

PURPOSE : pedestrian, vehicular access, and

utility

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(C) DESIGNATION OF EASEMENT "D-30" (20 feet wide)

PURPOSE : irrigation ditch system

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor

with Caires Land Surveying, dated August 24, 2004

(D) DESIGNATION OF EASEMENT "E-5A" (60 feet wide)

PURPOSE SHOWN : overhead electrical transmission
 : on subdivision map prepared by
 Roger M. Caires, Land Surveyor
 with Caires Land Surveying, dated
 August 24, 2004

(E) DESIGNATION OF EASEMENT "E-7A" (60 feet wide)

PURPOSE SHOWN coverhead electrical transmission
 on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004

(F) DESIGNATION OF EASEMENT "G-6" (0.836 acre)

PURPOSE

: future road widening

SHOWN

: on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004

- (G) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004
- (H) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004
- (I) RESTRICTION OF VEHICLE ACCESS RIGHTS

ALONG

: Olohena Road

SHOWN

: on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

(J) GRANT

TO : GTE HAWAIIAN TELEPHONE COMPANY,

INCORPORATED now known as HAWAIIAN

TELCOM, INC.

DATED : October 28, 1975

RECORDED : Liber 11015 Page 529

GRANTING : a right and easement for utility

purposes, as shown on the map

attached thereto

(K) GRANT

TO : CITIZENS UTILITIES COMPANY, whose

interest is now held by KAUAI

ISLAND UTILITY CO-OP

DATED : May 12, 1998

RECORDED : Document No. 98-161869

GRANTING : a right and easement for utility

purposes over Easements "E-5", "E-7", and "E-9", more particularly

described therein

29. -AS TO LOT 21:-

(A) DESIGNATION OF EASEMENT "D-53" (15 feet wide)

PURPOSE : irrigation ditch system

SHOWN : on subdivision map prepared by

Roger M. Caires, Land Surveyor with Caires Land Surveying, dated

August 24, 2004

 (B) Drainage and Building Setback lines as shown on subdivision map prepared by Roger
 M. Caires, Land Surveyor with Caires Land Surveying dated August 24,2004.

30. -AS TO REMNANT 4:-

(A) Easement for irrigation and drainage purposes, being a strip of land ten feet wide, more particularly described in

instrument dated November 17, 2000, recorded as Document No. 2000-162045.

(B) Any claim or boundary dispute which may exist or arise by reason of the failure of the Grant of Easement dated August 1, 2002 referred to in Schedule "C" to locate with certainty the boundaries of the Easement "K-AU-2" described in said instrument.

31. -AS TO REMNANT 7:-

GRANT in favor of WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. 2002-148166; re: granting a nonexclusive easement in, through, under and across Easement K-AU-2 for access and utility purposes. (Consent given by JEANNETTE P. MEIER, unmarried, by instrument dated August 2, 2002, recorded as Document No. 2002-148170).

32. The terms and provisions contained in the following:

INSTRUMENT : LAND USE AGREEMENT

DATED : March 14, 2003

RECORDED : Document No. 2003-229571

PARTIES : KAPAA 382, LLC ("Kapaa 382");

KAPAA 160, LLC ("Kapaa 160"); THE

HANCOCK COMPANY, INC. PROFIT

SHARING PLAN AND TRUST, WILLIAM R. HANCOCK, Trustee, and JUNE VAN DAHM and KRIS VAN DAHM, husband and wife (collectively called the

"Lot 28 Owners"; ROBERT VALENTI ("Valenti"); and KAREN B. COLE

("Cole")

33. GRANT in favor of KAUAI ISLAND UTILITY
COOPERATIVE and VERIZON HAWAII INC., now known
as HAWAIIAN TELCOM, INC., dated on March 3,
2004, recorded as Document No. 2004-087882; re:
granting a right and easement for utility
purposes, a shown on the map attached thereto
as Exhibit "A".

No joinder by DANIEL J. DIAMOND; WILLIAM R. HANCOCK, Trustee of the Hancock and Company, Inc. Profit Sharing Plan and Trust; and JUNE VAN DAHM and KRIS VAN DAHM.

34. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT TO INCORPORATE

AGRICULTURAL RESTRICTIONS INTO INSTRUMENTS OF CONVEYANCE

DATED : October 16, 2003

RECORDED : Document No. 2004-180702

PARTIES : KAPAA 382, LLC, a Hawaii limited

liability company, and the COUNTY

OF KAUAI

35. The terms and provisions contained in the following:

INSTRUMENT: AGREEMENT TO RELEASE RIGHTS TO THREE-PHASE POWER INSTALLATION

DATED : August 31, 2004

RECORDED : Document No. 2004-189923

PARTIES : KAPAA 382, LLC, a Hawaii limited

liability company, and KAUAI ISLAND UTILITY COOPERATIVE, a

consumer cooperative

36. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS,

CONDITIONS, AND RESTRICTIONS FOR

THE KULANA SUBDIVISION

DATED : August 27, 2004

RECORDED : Document No. 2004-191224

Said Declaration was amended by instrument dated April 29, 2005, recorded as Document No. 2005-090236.

37. The terms and provisions contained in the

following:

INSTRUMENT : DECLARATION OF GRANT AND

RESERVATION OF EASEMENTS FOR

KULANA SUBDIVISION

DATED : February 13, 2004

RECORDED : Document No. 2004-214158

38. The terms and provisions contained in the following:

INSTRUMENT : OLOHENA ROAD DEFERRED DEDICATION

AGREEMENT

DATED : October 14, 2004

RECORDED : Document No. 2004-236777

PARTIES : KAPAA 382, LLC, a Hawaii limited

liability company, and COUNTY OF

KAUAI

39. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM

PROPERTY REGIME FOR

"KULANA" CONDOMINIUM PROJECT

DATED : November 24, 2004

RECORDED : Document No. 2004-252101

MAP : 3902 and any amendments thereto

Amended and Restated Declaration of Condominium Property Regime dated --- (acknowledged January 20, 2005), recorded as Document No. 2005-015753.

Consent and Joinder dated November 30, 2004, recorded as Document No. 2004-257780, dated December 1, 2004, recorded as Document No. 2004-257781, dated December 2, 2004, recorded as Document No. 2004-257782, dated December 2, 2004, recorded as Document No. 2004-255458, dated December 1, 2004, recorded as Document No. 2004-257779, and dated October 17, 2009, recorded as Document No. 2009-161757.

Said Declaration was amended by instruments dated July 15, 2005, recorded as Document No. 2005-143463, dated June 8, 2006, recorded as Document No. 2006-160828, and dated October 17, 2009, recorded as Document No. 2009-161757 (clarified and confirmed by instrument dated July 30, 2018, recorded as Document No. A-67920600) and dated August 8, 2018, recorded as Document No. A-67950856.

ASSIGNMENT OF GUEST HOUSE DESIGNATION RIGHTS AS TO LOT 11 OF THE KULANA SUBDIVISION dated September 19, 2014, recorded as Document No. A-53790858.

40. The terms and provisions contained in the following:

INSTRUMENT: BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS

DATED : November 24, 2004

RECORDED : Document No. 2004-252102

Said By-Laws was amended by instrument dated October 17, 2009, recorded as Document No. 2009-161757.

Consent and Joinder dated November 30, 2004, recorded as Document No. 2004-257780, dated December 1, 2004, recorded as Document No. 2004-257781, dated December 2, 2004, recorded as Document No. 2004-257782, dated December 2, 2004, recorded as Document No. 2004-255458, dated December 1, 2004, recorded as Document No. 2004-257779, and dated October 17, 2009, recorded as Document No. 2009-161757.

- 41. Claims arising out of customary and 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.
- 42. Any unrecorded leases and matters arising from or affecting the same.

- 43. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land described in Schedule C herein.
- 44. The effects, if any, of the following:

AMENDMENT TO DECLARATION AND TO CONDOMINIUM MAP OF THE CONDOMINIUM PROPERTY REGIME dated May 14, 2010, recorded as Document No. 2010-070973.

- 45. -AS TO APT. 1B:-
 - (A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC DATED : May 20, 2008

RECORDED : Document No. 2008-084710

AMOUNT : \$7,306.19

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC DATED : July 22, 2009

RECORDED : Document No. 2009-114413

AMOUNT : \$3,509.22

- 46. -AS TO APT. 1Y:-
 - (A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC DATED : May 20, 2008

RECORDED : Document No. 2008-084713

AMOUNT : \$3,572.96

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC DATED : July 22, 2009

RECORDED : Document No. 2009-114416
AMOUNT : \$1,802.58

47. -AS TO APT. 2C:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC : May 20, 2008 DATED

RECORDED : Document No. 2008-084714

AMOUNT : \$6,812.94

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC

DATED : July 22, 2009

RECORDED : Document No. 2009-114417

AMOUNT : \$3,272.32

48. -AS TO APT. 5X:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LI DATED : May 20, 2008 : KAPAA 382, LLC

RECORDED : Document No. 2008-084715

AMOUNT : \$7,934.22

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

: KAPA'A 382, LLC AGAINST : July 22, 2009 DATED

RECORDED : Document No. 2009-114418

AMOUNT : \$3,810.87

49. -AS TO APT. 7D:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC DATED : May 20, 2008

RECORDED : Document No. 2008-084717

AMOUNT : \$8,983.79

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC DATED : July 22, 2009

RECORDED : Document No. 2009-114419

AMOUNT : \$8,983.79

50. -AS TO APT. 8A:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC DATED : May 20, 2008

RECORDED : Document No. 2008-084716

AMOUNT : \$7,075.77

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC DATED : July 22, 2009

RECORDED : Document No. 2009-114420

AMOUNT : \$3,398.57

51. -AS TO APT. 8D:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC DATED : May 20, 2008

RECORDED : Document No. 2008-084718

AMOUNT : \$6,370.93

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC
DATED : July 22, 2009
RECORDED : Document No. 2009-114421

AMOUNT : \$3,060.01

52. -AS TO APT. 8E:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC DATED : May 20, 2008

RECORDED : Document No. 2008-084719

AMOUNT : \$7,656.04

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC DATED : July 22, 2009

RECORDED : Document No. 2009-114422
AMOUNT : \$7,656.04

53. -AS TO APT. 11B:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC DATED : May 20, 2008

RECORDED : Document No. 2008-084720

AMOUNT : \$7,927.38

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC. DATED : July 22, 2009

RECORDED : Document No. 2009-114423

AMOUNT : \$3,807.60

54. -AS TO APT. 11E:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC DATED : May 20, 2008

RECORDED : Document No. 2008-084722

AMOUNT : \$9,062.31

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC DATED : July 22, 2009

RECORDED : Document No. 2009-114425

AMOUNT : \$4,352.73

55. -AS TO APT. 13E:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC DATED : May 20, 2008

RECORDED : Document No. 2008-084723

AMOUNT : \$9,430.96

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC DATED : July 22, 2009

RECORDED : Document No. 2009-114426

AMOUNT : \$4,529.78

56. -AS TO APT. 15C:-

(A) TAX .LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC DATED : May 20, 2008

RECORDED : Document No. 2008-084724
AMOUNT : \$10,535.15

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

: KAPA'A 382, LLC AGAINST : July 22, 2009 DATED

RECORDED : Document No. 2009-114427
AMOUNT : \$5,060.13

57. -AS TO APT. 16C:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC

DATED : May 20, 2008

RECORDED : Document No. 2008-084725

AMOUNT : \$10,245.02

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC : July 22, 2009 DATED

RECORDED : Document No. 2009-114428
AMOUNT : \$4,920.78

58. -AS TO APT. 17C:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC DATED : May 20, 2008

RECORDED : Document No. 2008-084726 AMOUNT : \$9,096.46

(B) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC : July 22, 2009 DATED

RECORDED : Document No. 2009-114429

AMOUNT : \$4,369.12

59. -AS TO APT. 18C:-

(A) TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC : May 20, 2008 DATED

RECORDED : Document No. 2008-084727

AMOUNT : \$9,671.60

(B) TAX LIEN

BY: REAL PROPERTY DIVISION, DEPARTMENT

OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC DATED : July 22, 2009

RECORDED : Document No. 2009-114431 AMOUNT : \$4,645.35

EXHIBIT "F"

SUMMARY OF THE MATERIAL PROVISIONS OF THE SALES CONTRACT

The Association ("seller") will use the Hawaii Association of Realtors' Standard Form of Purchase Contract (the "Contract"). The Contract will state the terms and conditions under which a buyer will agree to buy a unit in the Project. Among other things, the Contract will state:

- (a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of a unit.
 - (b) Whether or not the seller and buyer will be represented by real estate agents.
 - (c) What items of personal property will be included in the sale.
 - (d) That the buyer's money will be held in escrow.
 - (e) Which closing costs will be allocated to the buyer and seller.
 - (f) Requirements relating to the buyer's financing of the purchase of a unit.
 - (g) Buyer's right to inspect the unit prior to closing.
- (h) That the buyer must close the purchase at a certain date and pay some of the closing costs, in addition to the purchase price.
 - (i) Whether the buyer will receive interest on deposits made under the Contract.
- (j) That in the event of a default by the buyer under the Contract, the seller may, in addition to other remedies, be entitled to all deposits paid by the buyer as liquidated damages. In the event of a default by the seller under the Contract, the buyer may, in addition to other remedies, bring an action for damages against the seller or seek specific performance.
- (k) That the seller makes no warranties regarding the unit, the Project or anything installed or contained in the unit or the Project.

The Contract contains various other important provisions relating to the purchase of a unit in the Project. It is incumbent upon buyers and prospective buyers to read with care the specimen Contract (and all addenda attached thereto) on file with the Real Estate Commission.

EXHIBIT "G"

SUMMARY OF THE MATERIAL PROVISIONS OF THE ESCROW AGREEMENT

The Escrow Agreement provides how the funds paid by the buyer under the Purchase Contract to Escrow are to be held and released. In addition, the Escrow Agreement includes provisions relating to the following:

- (a) The Escrow Agreement provides that all purchase contracts for the sale of units in the Project shall be delivered, fully executed, to Escrow.
- (b) The Escrow Agreement provides that Escrow is to collect payments from the buyer and hold them in accounts with banks or savings institutions that are federally insured, if so instructed in writing by the seller.
- (c) The Escrow Agreement provides who gets to keep interest that may be earned on the funds with Escrow.
- (d) The Escrow Agreement provides for the closing or settlement of the sale and states the conditions that must be met before Escrow will disburse any of the buyer's funds to the seller.
- (e) The Escrow Agreement states what it will do in the event of a default by either the seller or the buyer under the Purchase Contract.
- (f) The Escrow Agreement provides certain protections to Escrow in the event of a dispute between the buyer and the seller. These protections include the right to file an "interpleader" and the right to recover certain fees and costs. In an interpleader action the escrow deposit is given to the court to decide what action to take.
- (g) The Escrow Agreement sets out escrow fees, escrow cancellation fees and the fees for certain policies of title insurance.

The Escrow Agreement contains various other important provisions relating to the handling of the buyer's funds and the transfer of title to a unit at closing. It is incumbent upon buyers and prospective buyers to read with care the executed Escrow Agreement on file with the Real Estate Commission.

EXHIBIT "H"

Amended Disclosure Abstract for KULANA

Dated: August 1, 2018

The Association of Apartment Owners of Kulana, as "Seller" of the units covered by this public report, makes the following disclosures:

- 1. The Owner of the Units covered by this public report is the Association of Apartment Owners of Kulana, an unincorporated Hawaii condominium owners association (the "Association"), with mailing address at c/o KW Kauai, 2970 Haleko Road, #205, Lihue, Hawaii 96766.
- 2. See Exhibit "I" to the public report for an estimate of the projected maintenance fees. The Association hereby certifies that the estimations have been based on generally accepted accounting principles.
- 3. Pursuant to the County of Kauai's requirements for final subdivision approval, the Association must complete the following infrastructure improvements before building permits can be obtained for individual Unit improvements: water system, public and private roadway(s) and utilities. The Association estimates that the required subdivision improvements will be completed by September 30, 2021, subject to the availability of financing and extensions for events beyond the Association's control.
- 4. All of the Units in the project are to be used for agriculture activities and may (except for Units with an "X" or "Y" designation) be used for such "Farm Dwelling" residential uses as permitted by law and under the project's governing documents. No Units shall be used for hotel or timeshare or commercial purposes, except as permitted by law.
- 5. The real estate agent for the project is Donald G. Pixler, telephone number (808) 635-9999. The designated agent/broker is Donald G. Pixler, Broker-in-Charge, KW Kauai, Keller Williams Realty.
- 6. The Association 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. The reserves have been set at an amount sufficient to fund the estimated cost of replacement of the depreciable common elements. Repair and maintenance of ditches, lake and any recreational amenities, etc. are anticipated to be non-capital ordinary maintenance expenditures. The Association intends to dedicate the anticipated public road and water system to the County of Kauai for future maintenance. Should the Association determine to install additional depreciable common elements, a revised depreciation and replacement reserve schedule shall be prepared.
- 7. The Association discloses that the Project's common interest is divided equally among the Units in the Project.
- 8. The Association is not giving any warranties on the materials and workmanship of the Units or the common elements.
- 9. The Project is currently managed by KW Kauai, 2970 Haleko Road, Suite 205, Lihue, Hawaii 96766; Phone (808) 245-5758.

ASSOCIATION OF APARTMENT OWNERS OF KULANA

Print Name: Brad w. Rockwell

Title: President

Print Name:__

Print Name: Lavy Sherre-Title: Use President

ESTIMATE OF INITIAL MAINTENANCE FEES AND ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

All Units:

Monthly Fee	x 12 months	Yearly Total
\$400.00	x12	\$4,800.00

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

Kulana Supp. (2018) Ex.I.1 EXHIBIT "I

Page 1

Estimate of Maintenance Fee Disbursements:

	Monthly	Yearly
Utilities and Services		
Electricity (common elements)	\$1,000	\$12,000
Potable Water (common elements)	\$250	\$3,000
Irrigation Water (common elements)	\$1,500	\$18,000
Water Feature Maintenance (common element)	\$1,000	\$12,000
Irrigation Ditch System Maintenance	\$5,000	\$60,000
Maintenance, Repairs, Supplies		
Roads and Common Drives	\$5,000	\$60,000
Landscaping and Grounds	\$3,000	\$36,000
Clearing and Shredding	\$2,000	\$24,000
Management		
Property Management	\$2,500	\$30,000
Administrative Costs (Services & Supplies)	\$850	\$10,200
Legal	\$500	\$6,000
Other Professional	\$500	\$6,000
Taxes-income	\$0	\$0
GET/Other	\$0	\$0
Audit	\$500	\$6,000
Insurance		
Property and Liability	\$400	\$4,800
Directors and Officers; Bond	\$400	\$4,800
Miscellaneous		
Reserves*	\$8,000	\$96,000
Capital Expense	\$8,000	\$96,000
TOTAL		

^{*}In arriving at the figure for "Reserves" shown above, the Developer [conducted] [did not conduct] a reserve study in accordance with §514B-148, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. The amount shown for "Reserves" is an estimate only.

Tielman O	
I, Way No Quages as agent for/and/or employed by terra NA	the
Managing Agent for the Kulana condominium project, hereby certify that the above estimates	of
initial maintenance fees and maintenance fee disbursements were prepared in accordance w	ith
generally accepted accounting principles.	
Mr. De - 01	
Mayor Gelan & Clayast 11, 2018	
Signature Date	İ
Cultonital and 1 2 2	
Subscribed and sworn to before me	
this Il day of Aysist, 20\8	
Notary Public Clar Cyr	
Notary Public, State of Hawaii	
Typed or Printed Name: Kyle J lassen?	
My Commission expires: 2/1/22	
Document Identification or Description: Estimate of Initial Maintenance Fees and Estimate of	
	-
Maintenance Fee Disbursements	
~	
Document Date: Undated at time of acknowledgment No. of Pages:	
Name: Kyle J Latter & S& Circuit	
108	
Notory Signature 57	
Notary Signature Date	
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	
(Stamp or Seal)	

EXHIBIT "J"

SUMMARY OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KULANA

This is a summary of the recorded Declaration of Covenants, Conditions and Restrictions (the "CCRs") for the Kulana Subdivision, of which the Project is a part. This is a summary of the restrictions applicable to all subdivided lots upon which the Project is located. It does not affect any "Remnant Lot". The CCRs were imposed in connection with the County of Kauai's approval of the subdivision of the land on which the Project is located.

This summary is not intended to recite the actual provisions of the CCRs, nor to cover every issue in which a purchaser might have an interest. A prospective purchaser is urged to obtain a full copy of the CCRs from the Developer or its sale agent and to review the CCRs closely prior to entering into an agreement to purchase a unit in this Project.

GENERAL PROVISIONS OF THE CCRs.

Article I defines many terms used in the CCRs. Articles II and III have to do with the organization of the subdivision, the imposition of Design Rules affecting any improvement to be made by an owner. It also creates a Design Review Committee to enforce the Rules. It contains provisions for the possible annexation of other properties to be covered by the CCRs at a later date; imposes the obligations of owners to observe the restrictions; and provides for further and supplementary restrictions, on certain conditions.

USE OF CONDOMINIUM PROPERTY REGIMES ("CPRS") FOR OWNERSHIP AND DEVELOPMENT.

Article IV explains the method of using CPRs as a vehicle for ownership and development of the Project as a whole.

DESIGN AND USE CRITERIA FOR THE PROJECT.

Article V establishes general design restrictions applicable to the subdivision and the Project. There are restrictions on siting of improvements, prohibition of certain noxious uses, requirement for submission of design documents for review and evaluation by a Design Review Committee, and methods of design and construction, and the keeping and maintaining of pets and animals on a lot.

ASSOCIATION.

Article VI establishes procedures for enforcement of the CCRs.

Article VII describes past and possible future agricultural uses which entail the existence of many factors which might be found to be objectionable to prospective owners. This Article provides notice to an owner of some negative factors which might exist in buying a condominium unit within the Project.

Article VIII establishes the means for dealing with certain issues arising when enforcing the CCRs or the breach of obligations under the CCRs, and provides for the use of certain remedies including arbitration.

MISCELLANEOUS.

Article IX covers several miscellaneous items. It includes provisions for the transfer of control to the Owners of the Project following the initial period of control by the Developer. It addresses transfer of property to a governmental entity and the impact of Project Documents on subsequent transferees. It also provides for the method of giving notice of certain matters related to the CCRs. It also allows the Association to enter Units to inspect conditions, with prior notice.

The document establishes the duration of the CCRs (total 55 years from the date of adoption) and mandates retention of all covenants required as a condition of subdivision approval of the County of Kauai. It also provides a means of amending the CCRs (75% vote, if permitted under other controls affecting the Project). Other miscellaneous provisions include such matters as how the covenants should be interpreted in a court of law, the severability of clauses if any one is found to be illegal, and similar matters. Finally the CCRs set forth requirements for the maintenance of the stream ditches located within the Project.

EXHIBIT "K"

PROVISIONS FOR MAKING CHANGES TO UNITS

The Declaration of Condominium Regime and other Project documents contain significant conditions to changes to be made to a Unit. Among the most important provisions are Paragraphs 20.1, 20.2 and 20.3 of the Declaration which provide as follows:

"20.1 Construction and Other Changes to Units.

Each Unit Owner at his sole option, at any time and from time to time, without the consent or joinder of the Association, the Board, any person having an Interest in a Lot or any person having an Interest in a Unit (other than the holder of a mortgage lien affecting the Owner's Unit, if such mortgage requires consent of such holder,) shall have the right to improve, renovate, remodel, make additions to, enlarge, remove, replace or restore the Buildings and Improvements to or in the Owner's Unit or portions thereof or upon the Exclusive Area appurtenant to Owner's Unit (the foregoing are referred to singly, as a "Change" and collectively as "Changes") upon the conditions set forth in this Section 20,

- 20.2 <u>Conditions to Making Changes</u>. The following conditions shall apply to an Owner making Changes to his Unit:
- (a) All Changes shall comply with the Declaration and the other Association Documents;
- (b) All Changes within or to a Unit or its appurtenant Exclusive Area located on any of Lots 1 through 5 and Lots 7 through 20 inclusive shall comply with the Master CCRs Declaration. The Master CCRs Declaration provides, in pertinent part, that no Building or Improvement may be constructed, erected or maintained nor may any Agricultural Activity be undertaken, on any Lot or Unit until plans therefor have been submitted to and approved by the Design Review Committee.
- (c) Notwithstanding (b), Changes within or to a Unit or its appurtenant Exclusive Area located on any of Remnant Lots shall not be required to comply with the Master CCRs Declaration.
- (d) All Changes shall conform with the CZO and the applicable Laws, including the requirements for issuance of building and, if the Change relates to construction of a Farm Dwelling, complying with permits by the County for Farm Dwellings and other Improvements.
- (e) The Improvements and Buildings constituting the change are within the uses permitted under Section 10 of the Declaration.
- (f) Any such Change shall be at the expense of the Unit Owner making the Change (who shall indemnify the Association and the other Unit Owners from all such costs) and such Change shall be expeditiously made and done in a manner that will not unreasonably interfere with the use or enjoyment by Owners of other Units, the limited common elements appurtenant to each of such Units or the Common Elements.
- (g) During the course of making such Change, the Unit Owner making such Change will cause to be maintained at his expense builder's all-risk insurance in an amount considered reasonably prudent. At the request of the Association, the Owner making the Change shall cause the Association to be named as an additional insured and shall deposit with the Association evidence of such insurance.
- (h) The Unit Owner making the Change shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Unit affected by such Change for electricity, sewer and other utilities and services; provided that the same shall not cause any permanent interruption in the services of such utilities to any other Unit Owners and

shall not otherwise unreasonably interfere with another Unit Owner's use or enjoyment of his Unit, the Common Elements or the Unit's appurtenant limited common elements.

- (i) If notwithstanding Paragraph 20.1 above, the consent or joinder of another Unit Owner is required in connection with making the Change, or seeking building or other permits with a Governmental Entity or person providing utility services, then the Unit Owner shall be deemed to have a special power of attorney from each such other Unit Owner to provide such consent or joinder; provided that all cost and expense relating to the Change shall be borne by the Owner making the Change.
- 20.3 <u>Conditions to Changes Relating to a Farm Dwelling</u>. In addition to the conditions set forth in Paragraph 20.2 above, an Owner whose Change relates to constructing a Farm Dwelling may not do so until the completion of roadway and other subdivision Improvements made in accordance with the County Permit and with the Land Use Agreement and the acceptance thereof by the County ("County Permit Requirements"), unless such condition is waived by the County and Declarant or unless the Change is to be made within or to a Unit or its appurtenant Exclusive Area which is located on any of Remnant Lots."

EXHIBIT "L"

ADDITIONAL DISCLOSURE STATEMENT

1. <u>Standards for Future Development</u>. Each Unit being offered for sale is a Unit within a condominium project, and such Unit is not a legally separate lot. The standards for improvements within the lots on which the Project is located (the "Land") are different and may be less onerous than the standards required if each Unit consisted of a subdivided lot.

The Condominium Property Regime for the Project imposes an additional set of restrictions and obligations, apart from those imposed by the land use and other requirements of the County of Kauai and the State.

Except as to those Units located on a Remnant Lot, all Units in the Project are also subject to a Master Declaration of Covenants, Conditions and Restrictions ("CCRs"). The CCRs impose additional restrictions, such as on the types of permitted uses and locations on an Exclusive Area on which residences and other improvements may be constructed.

The CCRs also include Guidelines for the design of improvements that must be met, and the establishment of a Design Review Committee, whose approval is required before improvements, including homes, can replace the initial sheds on an Owner's Unit.

Although the foregoing imposed restrictions are intended to benefit the Project, they do impose a set of restrictions of which a prospective Owner should be aware.

2. <u>Agricultural and other uses</u>. The Project is located principally within areas zoned for agricultural purposes, and to a lesser extent within an area zoned "Open". However, the CCRs imposed on all Units (other than those located on Remnant lots) require agricultural uses and activities.

An Owner is required as a condition of obtaining building approvals to promise to undertake and then to maintain Agricultural Activities in connection with his Unit. Such Agricultural Activities (which include cultivation of crops or breeding of animals, for example) are defined by the County, may change from time to time, and may be applied in different ways depending on the type of permit sought and the timing thereof.

The CCRs are not intended to restrict the kinds of Agricultural Activities by a Unit Owner. Prospective buyers should be aware that some permitted Agricultural Activities, such as the cultivation of certain crops or the breeding of certain animals, may involve the production of noises, odors or other occurrences that are offensive to some persons. Buyers should also be aware that the Hawaii Right to Farm Act (Chapter 165 of the Hawaii Revised Statutes, as amended) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance.

if the Unit is permitted to be used for residential purposes, such would be as a "Farm Dwelling" as defined under the County zoning code (CZO). This will require that the owner enter into an agreement with the County to undertake and later maintain Agricultural Activities in connection with his Unit.

After an Owner obtains a permit for a Farm Dwelling, the Owner may be obligated, without receiving any compensation, to join in and consent to applications to the County by other Unit owners for building and other permits, if the Unit belonging to such other Owner is located on the same legal lot as the original Owner's Unit.

3. <u>Permitted Uses</u>. Subject to the terms of the Declaration, the Owner of a Unit other than those designated with the letter "x" or "y" is permitted to have a Farm Dwelling, subject to obtaining County permits and other approvals. Units designated with the letter "x" or "y" are not permitted to have a Farm Dwelling, but may have other types of structures, as permitted under the CZO.

Each legal lot on which are located several Units (as opposed to a Unit itself or its appurtenant Exclusive Area) is also permitted a single "Guest House". Seller has reserved the right to assign such right to one Unit owner per legal lot, on such terms and conditions as Seller may impose. Any such Guest House is subject to County rules and may not be sold or owned separately from the Unit to which such right is appurtenant, except that the right to construct and own a Guest House may be transferred from one Unit to another located on the same legal lot.

Construction of Subdivision Improvements by Seller.

Seller has entered into contracts with one or more bonded contractors to complete the subdivision improvements imposed by the County for final subdivision approval. No building permits for Unit Owners will be issued until completion of the Subdivision Improvements and the County's acceptance thereof. This may delay the ability of an Owner to obtain permits and to construct improvements to his Unit.

Although contracts to construct the Subdivision Improvements anticipate completion by September 30, 2021, that is not a guaranty, and the completion may be extended for events beyond the Seller's control.

Any warranties for the quality of the workmanship and materials of the Subdivision Improvements will be given by the contractor(s), not the Seller, and will be limited to one year after substantial completion of the Subdivision Improvements.

5. <u>Construction Risks of Unit Owners</u>. There are risks involved in an Owner's purchase of a Unit. Such risks include issuance of County permits, approvals by the Design Review Committee, the prior completion and acceptance by the County of Subdivision Improvements, the installation of adequate utility services and the cooperation of other Unit Owners.

Moreover, even after approvals are obtained, there may be shortages of materials or contractors, the availability of utility service may be limited, and the cost of making such improvements by an owner may exceed the Owner's ability to pay for them.

- 6. <u>Reserved Rights of Seller</u>. Exhibit "D" to the Supplementary Public Report contains a list of rights that Seller has reserved and may exercise without the consent or joinder of a Unit Owner. A prospective buyer is urged to review that list of such reserved rights.
- 7. <u>Financial information</u>. The cost of completion of the Subdivision Improvements required by the County will be paid, in part, by a "Subdivision Fee" assessed to current Unit owners, and from proceeds of the sales of Units covered by the Supplementary Public Reports issued by the Seller. A prospective buyer should confirm with Seller whether the share of the Subdivision Fee allocable to the buyer's Unit is included in the purchase price. The availability of sufficient funds to complete the required Subdivision Improvements depends upon payment by current Unit owners of their respective shares of the Subdivision Fee, sales of the Units covered by the Supplementary Public reports, and the availability to the Association of additional funding, if necessary.
- 8. Prior Agricultural Use. The Land was previously subject to long-term agricultural use. Title to a condominium unit will be subject to disclosures relating to such prior use and a Unit Owner as a condition of receiving his deed to his Unit will acknowledge that he takes ownership to his Unit with full knowledge of potential residual effects of prior agricultural use in which Seller was not a participant, as well as possible current and future agricultural uses. The Project is subject further to reserved rights in favor of Lihue Plantation Company and its successors to continue various commercial agricultural uses near the Project. Each Owner of a Unit will be required to acknowledge and accept the risks and consequences of prior and future agricultural activities in and near the Project.