

IMPORTANT - - Read This Developer Prepared Report Before Buying

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

DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	KIHEI VIEW ESTATES
Project Address	5230 Kihei Road Kapaa, Kauai, HI 96746
Registration Number	8076
Effective Date of Report	November 3, 2017
Developer(s)	Michael Sean McGinnis and Sonya McGinnis

Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

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

Special Attention - - Significant Matters

[Use this page for special or significant matters which should be brought to the purchaser's attention. At minimum "Subject Headings" and page numbers where the subject is explained more may be used.]

The developer's inclusion of a disclosure or an explanation of any or all of the following applicable significant matters in this part of the developer's public report shall not be construed to constitute the Commission's:

- Approval or disapproval of the project;
- Representation that the developer has fully or adequately disclosed either all material facts or all pertinent changes, or both, concerning the project;
- Representation that the developer's disclosures of other material facts elsewhere in this report is less important; or
- Judgment of the value or merits of the project.

The commission reserves the right to request that the developer include these special and significant matters elsewhere in the developer's public report.

1. This is a CONDOMINIUM PROJECT, not a subdivision. The entire parcel of land upon which the Project is situated is designated as a common element. The portion of the land beneath and surrounding each condominium UNIT is a limited common element conveyed to a purchaser for his exclusive use and is not a legally subdivided lot. The purchaser is also conveyed an "undivided" percentage interest in the common elements of the Project. The dotted lines on the condominium map delineating the limited common elements are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.
2. Any new additions or improvements to a unit must be built in accordance with applicable recorded easements, covenants, conditions and restrictions as well as applicable governmental building and zoning laws and ordinances.
3. The Condominium Project's Association of Unit Owners and Board of Directors are responsible for the management of the Project. Under the Project's Declaration and Bylaws, Unit Owners must attend Association and Board Meetings in order to establish a quorum as required by the Bylaws, and any decision of the Association or Board requires the concurrence of owners or their designated representatives as set forth in the Declaration and Bylaws.
4. This Public Report does not constitute an "approval" of the Project by the Real Estate Commission, or any other governmental agency, nor does it warrant that all applicable county codes, ordinances and subdivision requirements have necessarily been complied with. Facilities and improvements associated with county-approved subdivisions, such as fire protection devices, county street lighting, electricity, upgraded water facilities, etc., may not be provided, and county street maintenance and trash collection may not be available for interior roads and driveways.

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

TABLE OF CONTENTS

	<u>Page</u>
Preparation of this Report.....	1
General Information On Condominiums.....	2
Operation of the Condominium Project.....	2
1. THE CONDOMINIUM PROJECT.....	3
1.1 The Underlying Land.....	3
1.2 Buildings and Other Improvements.....	3
1.3 Unit Types and Sizes of Units.....	3
1.4 Parking Stalls.....	4
1.5 Boundaries of the Units.....	4
1.6 Permitted Alterations to the Units	4
1.7 Common Interest.....	4
1.8 Recreational and Other Common Facilities.....	4
1.9 Common Elements.....	5
1.10 Limited Common Elements.....	5
1.11 Special Use Restrictions	5
1.12 Encumbrances Against Title.....	5
1.13 Uses Permitted by Zoning and Zoning Compliance Matters	6
1.14 Other Zoning Compliance Matters.....	6
1.15 Conversions	7
1.16 Project In Agricultural District.....	8
1.17 Project with Assisted Living Facility.....	8
2. PERSONS CONNECTED WITH THE PROJECT.....	9
2.1 Developer.....	9
2.2 Real Estate Broker.....	9
2.3 Escrow Depository.....	9
2.4 General Contractor.....	9
2.5 Condominium Managing Agent.....	9
2.6 Attorney for Developer	9
3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS	10
3.1 Declaration of Condominium Property Regime	10
3.2 Bylaws of the Association of Unit Owners	10
3.3 Condominium Map.....	10
3.4 House Rules.....	11
3.5 Changes to the Condominium Documents.....	11
3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents.....	11
4. CONDOMINIUM MANAGEMENT.....	12
4.1 Management of the Common Elements	12
4.2 Estimate of the Initial Maintenance Fees.....	12
4.3 Utility Charges to be Included in the Maintenance Fee.....	12
4.4 Utilities to be Separately Billed to Unit Owner	12
5. SALES DOCUMENTS.....	13
5.1 Sales Documents Filed with the Real Estate Commission.....	13
5.2 Sales to Owner-Occupants.....	13
5.3 Blanket Liens.....	13
5.4 Construction Warranties	13
5.5 Status of Construction, Date of Completion or Estimated Date of Completion.....	14

TABLE OF CONTENTS

	Page
5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance	14
5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance.....	14
5.6.2 Purchaser Deposits Will Be Disbursed Before Closing.....	15
5.7 Rights Under the Sales Contract	17
5.8 Purchaser's Right to Cancel or Rescind a Sales Contract	17
5.8.1 Purchaser's 30-Day Right to Cancel a Sales Contract.....	17
5.8.2 Right to Cancel a Sales Contract if Completion Deadline Missed.....	18
5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change	18
6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT.....	19
EXHIBIT A: Project Site Map	
EXHIBIT B: Description of Units and Common Interests in the Project	
EXHIBIT C: Description of Common Elements of the Project	
EXHIBIT D: Description of Limited Common Elements of the Project	
EXHIBIT E: Architect's Condition Report	
EXHIBIT F: Encumbrances Against Title	
EXHIBIT G: Estimate of Initial Maintenance Fees	
EXHIBIT H: Summary of Purchase Contract	
EXHIBIT I: Summary of Escrow Agreement	
EXHIBIT J: Memorandum from County of Kauai Planning Department	
EXHIBIT K: Purposes and Uses of Project	

General Information On Condominiums

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. 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 and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

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

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

Operation of the Condominium Project

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit 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 a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first 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 purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	5320 Kihei Road, Kapaa, Kauai, HI 96746
Address of Project is expected to change because	County will assign house numbers to each recorded unit.
Tax Map Key (TMK)	[4] 4-1-015-046
Tax Map Key is expected to change because	County will assign a TMK to each recorded unit.
Land Area	12,455 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

1.2 Buildings and Other Improvements

Number of Buildings	3
Floors Per Building	1
Number of New Building(s)	0
Number of Converted Building(s)	3
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Wood, glass, concrete, asphalt composition shingles

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
1	1	2/1	840 s.f.	40 s.f.	entry porch	1,170 s.f.
				290 s.f.	gar./washhse	
2	1	2/1	720 s.f.	36 s.f.	entry porch	1,096 s.f.
				100 s.f.	storage	
				240 s.f.	carport	
See Exhibit "B"						

2	Total Number of Units
---	------------------------------

Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

1.4 Parking Stalls

Total Parking Stall in the Project:	See Section 6 on page 19 of this Public Report
Number of Guest Stalls in the Project:	n/a
Number of Parking Stalls Assigned to Each Unit:	n/a
Attach Exhibit <u>n/a</u> specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights.	

1.5 Boundaries of the Units

Boundaries of the unit:
 Each unit includes all spatial or physical portions of the condominium on its appurtenant limited common element from perimeter wall to perimeter wall and from foundation to roof and includes, without limitation, shutters, window boxes, doorsteps, porches, balconies, lanais and patios.

1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project):
 Any structure or improvement not prohibited by recorded instrument and allowed by applicable governmental law or regulation.

1.7 Common Interest

Common Interest: Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit'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 unit owners. The common interest for each unit in this project, as described in Declaration, is:
 Described in Exhibit "B".
 As follows:

1.8 Recreational and Other Common Facilities (Check if applicable):

<input type="checkbox"/>	Swimming pool
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input type="checkbox"/>	Recreation Area
<input type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input type="checkbox"/>	Other (describe): n/a

1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit "C".

Described as follows:

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

1.10 Limited Common Elements

Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit "D".

Described as follows:

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

<input checked="" type="checkbox"/>	Pets: See section 6 of this Public Report
<input type="checkbox"/>	Number of Occupants:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	There are no special use restrictions.

1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit "F" describes the encumbrances against title contained in the title report described below.

Date of the title report: September 6, 2017

Company that issued the title report: Old Republic Title & Escrow of Hawaii

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning					
	Type of Use	No. of Units	Use Permitted by Zoning		Zoning
<input checked="" type="checkbox"/>	Residential	2	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	R-6
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Other (Specify):		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Variances to zoning code have been granted.			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Describe any variances that have been granted to zoning code			n/a		

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots			
<p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>			

	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p> <p>n/a</p>

1.15 Conversions

<p>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</p>	<p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>
<p>Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units: Developer adopts the statements and representations contained in the Statement of Registered Professional Architect dated August 26, 2016 prepared by Kenneth A. Purdy, Registered Professional Architect No. AR-10373, attached to this Public Report as Exhibit "E".</p>	
<p>Developer's statement of the expected useful life of each item reported above: Developer makes no representation as to the useful life of each item reported above.</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations: n/a</p>	
<p>Estimated cost of curing any violations described above: n/a</p>	

<p>Verified Statement from a County Official</p>	
<p>Regarding any converted structures in the project, attached as Exhibit "<u>J</u>" is a verified statement signed by an appropriate county official which states that either:</p> <p>(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:</p> <ul style="list-style-type: none"> (i) Any variances or other permits that have been granted to achieve compliance; (ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and (iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance; <p style="text-align: center;">or</p> <p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>	
<p>Other disclosures and information: See Section 6 of this Public Report.</p>	

1.16 Project In Agricultural District

<p>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii? If answer is "Yes", provide information below.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? <input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is "No", provide explanation.</p>	
<p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? <input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.</p>	
<p>Other disclosures and information:</p>	

1.17 Project with Assisted Living Facility

<p>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS? If answer is "Yes", complete information below.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.</p>	
<p>The nature and the scope of services to be provided.</p>	
<p>Additional costs, directly attributable to the services, to be included in the association's common expenses.</p>	
<p>The duration of the provision of the services.</p>	
<p>Other possible impacts on the project resulting from the provision of the services.</p>	
<p>Other disclosures and information.</p>	

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	<p>Name: Michael Sean McGinnis and Sonya McGinnis</p> <p>Business Address: 6208 Olohena Road, Unit G Kapaa, Kauai, HI 96746</p> <p>Business Phone Number : 808-652-4177</p> <p>E-mail Address: <sales@indiasilver.com></p>
<p>Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).</p>	
2.2 Real Estate Broker	<p>Name: None selected. See section 6 of this Public Report.</p> <p>Business Address:</p> <p>Business Phone Number:</p> <p>E-mail Address:</p>
2.3 Escrow Depository	<p>Name: Old Republic Title & Escrow of Hawaii</p> <p>Business Address: 4-356 Kuhio Highway, Suite #104 Kapaa, HI 96746</p> <p>Business Phone Number: 808-533-5855</p>
2.4 General Contractor	<p>Name: n/a</p> <p>Business Address: n/a</p> <p>Business Phone Number: n/a</p>
2.5 Condominium Managing Agent	<p>Name: Self-managed by the Association of Unit Owners</p> <p>Business Address: n/a</p> <p>Business Phone Number: n/a</p>
2.6 Attorney for Developer	<p>Name: Patrick J. Childs</p> <p>Business Address: 4365 Kukui Grove St., Ste. 104 Lihue, Kauai, HI 96766</p> <p>Business Phone Number: 808-245-2863</p>

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	September 1, 2017	A-64590679

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number

3.2 Bylaws of the Association of Unit Owners

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	September 1, 2017	A-64590680

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	5688

Dates of Recordation of Amendments to the Condominium Map:

3.4 House Rules

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

The House Rules for this project:

Are Proposed	<input type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input type="checkbox"/>	
Developer does not plan to adopt House Rules	<input checked="" type="checkbox"/>	

3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

<input checked="" type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input type="checkbox"/>	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

<u>Management of the Common Elements:</u> The Association of Unit 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.	
The initial Condominium Managing Agent for this project is (check one):	
<input type="checkbox"/>	Not affiliated with the Developer
<input checked="" type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

<u>Estimate of the Initial Maintenance Fees:</u> The Association will make assessments against your unit 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 unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.
Exhibit "G" contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
<input type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input type="checkbox"/>	Other (specify) n/a

4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
<input checked="" type="checkbox"/>	Electricity for the Unit only
<input checked="" type="checkbox"/>	Gas for the Unit only
<input checked="" type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify) Telephone and internet

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit "H" contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: pending Name of Escrow Company: Old Republic Title & Escrow of Hawaii Exhibit "I" contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

<input type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____.
<input type="checkbox"/>	Developer has or will designate the units for sale to Owner-Occupants by publication.

5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

<input checked="" type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

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

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:
Building and Other Improvements: none
Appliances: none

5.5 Status of Construction, Date of Completion or Estimated Date of Completion

Status of Construction: Unit 1 was built in 1951. Unit 2 was built in 1970.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract: n/a
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: n/a

5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance

<input type="checkbox"/>	<p>Spatial Units. The Developer hereby declares by checking the box to the left that it is offering spatial units for sale and will not be using purchasers' deposits to pay for any costs to pay for project construction or to complete the project.</p> <p>Should the developer be using purchasers' deposits to pay for any project construction costs or to complete the project including lease payments, real property taxes, architectural, engineering, legal fees, financing costs; or costs to cure violations of county zoning and building ordinances and codes or other incidental project expenses, the Developer has to met certain requirements, described below in 5.6.1 or 5.6.2..</p>
--------------------------	---

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

<input type="checkbox"/>	<p>The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.</p> <p><i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i></p>
--------------------------	--

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):

<input type="checkbox"/>	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or
<input type="checkbox"/>	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

In connection with the use of purchaser deposits (check Box A or Box B):

<p>Box A</p> <p><input type="checkbox"/></p>	<p>The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p><u>Important Notice Regarding Your Deposits:</u> Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.</p>
<p>Box B</p> <p><input type="checkbox"/></p>	<p>The Developer has <u>not</u> submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits.</p> <p>If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the <u>Important Notice Regarding Your Deposits</u> set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, <u>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</u> (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>You should understand that, although the <u>Important Notice Regarding Your Deposits</u> set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.</p>

Material House Bond. If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.

5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

1.	Developer's Public Report
2.	Declaration of Condominium Property Regime (and any amendments)
3.	Bylaws of the Association of Unit Owners (and any amendments)
4.	Condominium Map (and any amendments)
5.	House Rules, if any
6.	Escrow Agreement
7.	Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8.	Other: n/a

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

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

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

5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

- (1) The purchaser has signed the sales contract.
- (2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.
- (3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.
- (4) The purchaser does at least one of the following:
 - (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

(b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or

(c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00.

5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

- (1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30th calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

PARKING. Unit 1 has ample room on its limited common element for parking two cars. Unit 2 has a single stall carport and has ample room on the appurtenant limited common element for parking another vehicle.

REAL ESTATE BROKER. Developer has not executed a listing agreement for the sale of either Unit 1 or Unit 2 with any duly licensed Hawaii real estate broker. Thus, the Developer cannot sell or offer to sell either unit until: (1) the Developer executes a listing agreement for the sale of the unit to be sold with a duly licensed Hawaii real estate broker, (2) amends this Public Report to reflect the new information, and (3) delivers this Public Report, as amended, to the prospective purchaser.

PETS. The Bylaws for this project provide that no hunting dogs used for pigs and goats, specifically, but without limitation, including pitbulls, mixed-breed bulls, and other dogs of similar disposition and/or breeding, shall be allowed to be kept by any owner on the property under any circumstances.

ZONING AND LAND USE VIOLATIONS. In a condominium, all of the land included in the condominium remains a single, unsubdivided parcel of land for purposes of zoning and land use regulation. If one owner violates a regulation, the violation is attributable to both that owner and the innocent owner of each other unit. For example, if one owner builds or adds a structure in a manner which violates the height limits, size limit setbacks, building permit requirements, or flood zone rules, or uses the unit for an unauthorized additional dwelling or short term rental, the violation applies to the entire condominium and the innocent unit owner may be subject to fines or may be denied a building permit as long as the violation remains uncured. **BUYER SHOULD CONSULT WITH AN ATTORNEY CONCERNING THESE IMPORTANT RISKS.**

CESSPOOL MAINTENANCE. Each owner shall be responsible for the maintenance of the existing cesspool on his limited common element in accordance with State of Hawaii Department of Health regulations. Prospective buyers are urged to consult with an engineer concerning the status and legality of the same.

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

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 purchasers 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. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

MICHAEL SEAN MCGINNIS

Printed Name of Developer

By: LSM
Duly Authorized Signatory*

Oct. 31, 2017
Date

MICHAEL SEAN MCGINNIS, fee owner and developer

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

***Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

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 purchasers 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. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

SONYA McGINNIS

Printed Name of Developer

By:

Sonya McGinnis
Duly Authorized Signatory*

Oct. 31, 2017
Date

SONYA McGINNIS, fee owner and developer

Printed Name & Title of Person Signing Above

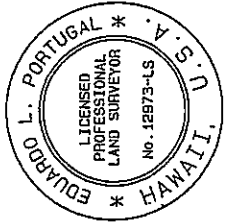
Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

EXHIBIT 'A'



THIS WORK WAS PREPARED
BY ME OR UNDER MY SUPERVISION

[Signature]

Licensed Professional Land Surveyor
Certificate Number 12873-LS

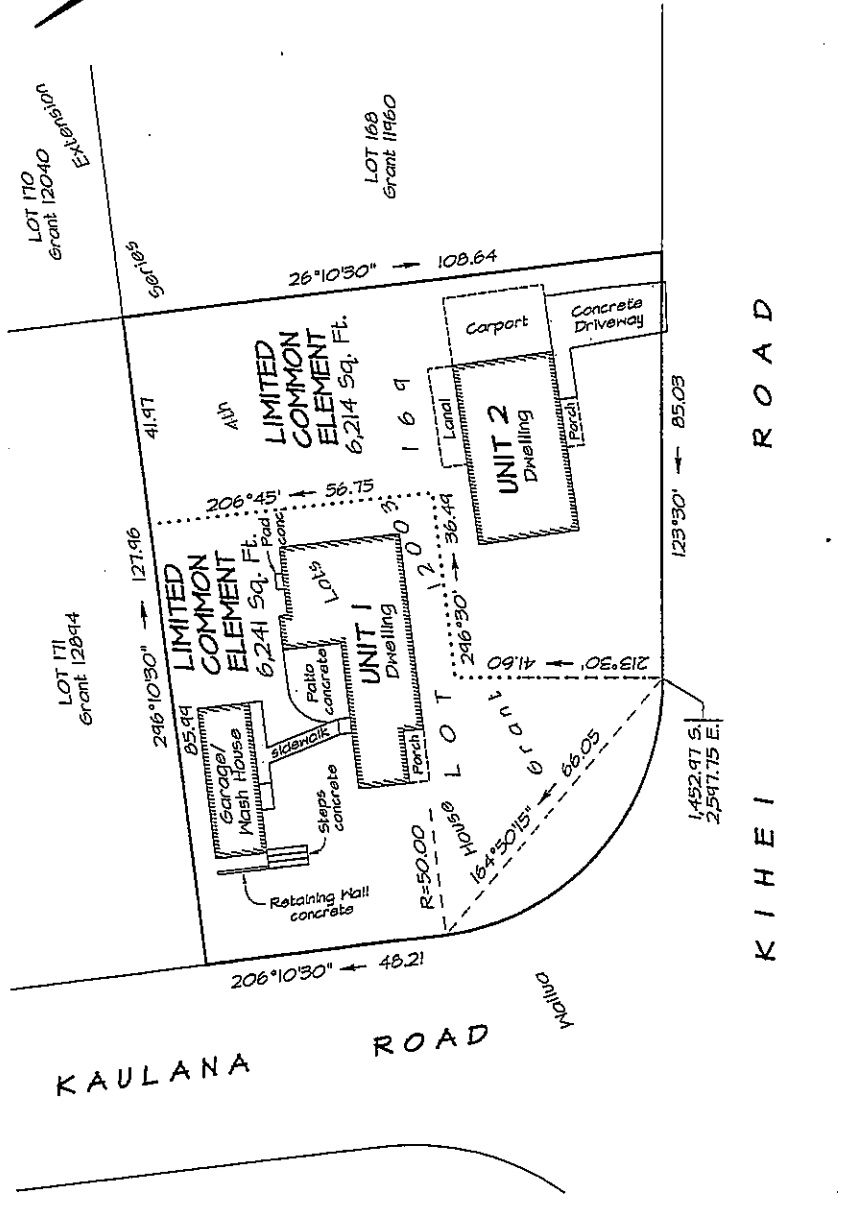
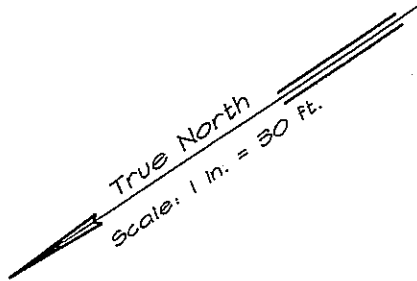
Condominium Map
Showing

"KIHEI VIEW ESTATES"
UNITS 1 & 2

Being Lot 169
Maui House Lots 4th Series Extension
Land Patent Grant 12003
To Henry K. and Tokiko M. Nakamura
At Maui, Kawaihau, Maui, Hawaii

Owner: Michael S. & Sonya McGinnis
Tax Map Key: (4) 4-1-15-16

March 8, 2017
0.5" x 14"
Comp. File 15p46CFR-Map3-Concrete



GRAPHIC SCALE 1" = 30'



NOTES:

- This project does not involve the sale of individual subdivided lots. The dotted lines on the condominium map are for illustration purposes only. They represent either a limited common element or a common element.
- Origin of azimuth and coordinates referred to Government Survey Triangulation Station "NONOU" Δ.

PORTUGAL SURVEYING, LLC
1840 Leileona St.
Lihue, Kauai, Hawaii

TWK: 4-1-15-16
JOB: P5-16-016
FB: Naikua 6

EXHIBIT "B"

DESCRIPTION OF UNITS AND COMMON INTERESTS IN THE PROJECT

The fee simple Project consists of two (2) units (Unit 1 and Unit 2) which are in compliance with all zoning and building ordinances, codes, rules, regulations, laws, including tax laws, or other requirements applicable to the Project and in force at the time of construction. No variances have been granted to achieve such compliance. This project does not have any basements.

Unit 1 consists of:

(a) a one-story single family residential dwelling consisting of two bedrooms, one bathroom, a kitchen, and a living room which contain an interior living area of 840 square feet. There is an open front entry porch which contains a floor area of 40 square feet. The residence is of single wall wood construction set on wood piers and concrete footings. The roof is composition shingles.

(b) a one-story garage/wash-house containing an area of 290 square feet, and The building is constructed of wood on a concrete slab. There is a small utility shed attached to the front of the building.

Unit 1 is situated on an appurtenant limited common element containing 6,241 square feet.

Unit 2 is a one-story single family residential dwelling consisting of two bedrooms, one bathroom, a kitchen, a dining area and a living room which contain an interior living area of 720 square feet. There is an open front entry porch which contains a floor area of 36 square feet and a covered storage area on rear of the building containing 100 square feet of floor area. The residence is of single wall wood construction set on a concrete foundation. The roof is composition shingles. There is an attached covered two-stall carport built on a concrete slab, 240 square feet in area.

Unit 2 is situated on an appurtenant limited common element containing 6,214 square feet.

Pursuant to Section 16-107-5, Hawaii Administrative Rules, reference is hereby made to the method by which the common interest has been computed. The undivided common interest is determined by apportioning an equal fifty percent (50%) common interest to each of the two units irrespective of the size of the units and the limited common elements appurtenant to each of them respectively. Therefore, Unit 1 and Unit 2 will each have an equal fifty percent (50%) interest in all common elements of the project, the same proportionate share in all common profits and common expenses of the project and for all other purposes, including voting. The common interest appurtenant to each unit shall remain the same unless modified by amendment to the Declaration.

EXHIBIT "C"

DESCRIPTION OF COMMON ELEMENTS OF THE PROJECT

The common elements of the project are all portions of the condominium project other than the units, including specifically, but without limitation:

- (a) All of the Land, in fee simple, subject to its delineation and designation as limited common elements in the Declaration;
- (b) The limited common elements, subject to the limitations and uses provided for in the Declaration;
- (c) If any chute, flue, duct, wire, conduit, or any other fixture lies partially within and partially without the designated boundaries of a unit or the limited common element appurtenant thereto, any portion serving only that unit is a limited common element appurtenant solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is part of the common elements.

The common elements also include any other interests in real estate for the benefit of the unit owners which are subject to the Declaration.

END OF EXHIBIT "C"

EXHIBIT "D"

DESCRIPTION OF LIMITED COMMON ELEMENTS OF THE PROJECT

Certain parts of the common elements, referred to as the "limited common elements," have been designated and set aside for the exclusive use of one or more units, and such unit(s) have appurtenant exclusive easements for the use of such limited common elements and include:

Unit 1 – Limited Common Element of 6,241 square feet. The land area underlying, surrounding and designated in the Declaration as being for the exclusive use of Unit 1, is a limited common element containing an area of 6,241 square feet, as labeled and depicted on the Condominium Map.

Unit 2 – Limited Common Element of 6,214 square feet. The land area underlying, surrounding and designated in the Declaration as being for the exclusive use of Unit 2, is a limited common element containing an area of 6,214 square feet, as labeled and depicted on the Condominium Map.

EXHIBIT "E"

STATEMENT OF REGISTERED PROFESSIONAL ARCHITECT/ENGINEER AS TO CONDITION OF STRUCTURAL, MECHANICAL & ELECTRICAL INSTALLATIONS

Real Estate Commission
Department of Commerce & Consumer Affairs

State of Hawaii
335 Merchant St., Room 333
Honolulu, HI 96813

RE: Kihei View Estates Condominium Project
5230 Kihei Road, Wailua, Kauai, Hawaii
TMK: (4) 4-1-15: 46

The undersigned, being a licensed architect within the state of Hawaii, declares to have made a visual observation of the two detached single-family dwellings and a studio located at the aforementioned address, which is a proposed conversion of the existing dwellings into a condominium project in accordance with Chapter 514B, HRS. Without having made any invasive examination of covered components, the undersigned makes the following report:

1. On February 15th, 2016, I visited the structures at the above referenced property. According to public records, the larger single-family dwelling, referenced as Unit 1, was built in 1951 and the smaller single-family residence, referenced as Unit 2 was built in 1970.
2. The structural components appeared to be in satisfactory condition and there was no visible evidence of unstable structural components or any evidence of prior damages such as damages to structural materials appearing to have been repaired. No inspection was made to the roof.
3. The mechanical installations consisted of water and sewer lines. All visible supply piping, valves and waste piping appeared to be in satisfactory operating condition.
4. The visible electrical installations consisting of meter boxes, circuit breakers and service entry into the dwellings, appeared to be in satisfactory operating condition.
5. No representation is made regarding the expected life of the structural, electrical and mechanical installations. All components and installations are subject to normal wear and tear and I disclaim any responsibility to conduct any further or additional inspections.

The undersigned further states that this report should not be relied on by any purchaser of a unit in the Project. Given the age of the structures each prospective purchaser should retain his/her own professional home inspector to conduct a more thorough examination of the dwelling and all components. No report is made or given as to the existence or nonexistence of any hazardous materials including lead based paint and asbestos or the presence of termites or other pests.

DATED: August 16, 2016 in Koloa, Hawaii


Kenneth A. Purdy, Registered Professional Architect AR-10373

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE

The following are listed in this Exhibit "F" as encumbrances against title:

1. Taxes and assessments, general and special, for the fiscal year 2017 - 2018, as follows:

Tax Map Key	:	4-4-1-015-046	
1st Installment	:	\$1,488.62	Marked Paid
2nd Installment	:	\$1,488.62	NOT Marked Paid
Total Value	:	\$432,600.00	
Land Value	:	\$432,600.00	

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

3. Condominium Map No. 5688, filed in the Bureau of Conveyances, State of Hawaii.

4. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Entitled	:	Declaration of Condominium Property Regime for Kihei View Estates
Executed by	:	MICHAEL SEAN MCGINNIS and SONYA MCGINNIS, husband and wife, as Joint Tenants
Recorded	:	September 7, 2017 in the Bureau of Conveyances, State of Hawaii, as Document No. A-64590679

5. By-Laws of the Association of Unit Owners of KIHEI VIEW ESTATES, recorded September 7, 2017 in the Bureau of Conveyances, State of Hawaii, as Document No. A-64590680.

EXHIBIT "G"

ESTIMATE OF INITIAL MAINTENANCE FEES

Developer believes there will be no regular assessment of maintenance fees due to from the Unit Owners. This is because all costs of every kind pertaining to each unit and its appurtenant limited common element, including but not limited to cost of landscaping, maintenance, repair, replacement and improvement shall be borne entirely by the owner of the affected unit. There is no depreciable common element associated with the Project. All utilities are separately metered. Based on the foregoing, there is no schedule of maintenance fees attached to this Public Report. The Developer also certifies that the foregoing was based on generally accepted accounting principles.

DEVELOPER:

Michael Sean McGinnis
MICHAEL SEAN MCGINNIS

4/5/17
DATE

Sonya McGinnis
SONYA MCGINNIS

4/5/17
DATE

EXHIBIT "H"

SUMMARY OF PURCHASE CONTRACT

The Developer, as Seller, intends to use the Hawaii Association of Realtors' form of "Purchase Contract" including the terms of the "Condominium Act Addendum to Purchase Contract" appended thereto, (hereinafter collectively called the "Purchase Contract"). The Purchase Contract contains the purchase price, description and location of the unit, and other terms and conditions under which a Purchaser will agree to buy a unit in the Project.

Among other things, the Purchase Contract provides:

1. A section for financing to be completed and agreed to by the parties which will set forth how the Purchaser will pay the purchase price and provide that Purchaser must close the purchase at a certain date and allocate payment of closing costs.
2. That the contract shall not be binding on the Seller or the Purchaser until:
 - a) The Seller delivers to the Purchaser the following: The Developer's Public Report for which an effective date has been issued by the Real Estate Commission and all amendments to the report as of the date of delivery; the Project's recorded Declaration and Bylaws, House Rules (if any) and any amendments thereto; a letter sized Condominium Project Map and any amendments; and a notice of Purchaser's 30-day cancellation right on a form prescribed by the Real Estate Commission; and
 - b) The Purchaser does one of the following:
 - i) Waives the Purchaser's right to cancel the Contract within 30 days from receipt of the notice of the 30-day cancellation right; or
 - ii) Allows the 30-day cancellation period to expire without exercising the right to cancel; or
 - iii) Closes the purchase of the unit before the 30-day cancellation period expires.
3. The Seller or Purchaser may cancel the contract at any time for so long as the 30-day cancellation period remains in effect and is not waived by Purchaser.
4. Identifies the escrow agent and provides that Purchaser's deposit will be held in escrow until the sale is closed or cancelled under the terms of the escrow agreement. **That interest on the Purchaser's deposits shall accrue to the credit of the Seller and not the Purchaser.**

5. If the Purchaser shall default:
 - a) The contract may, at the Developer's option, be terminated by written notice to the Purchaser;
 - b) The Developer may pursue any other remedy, including specific performance, permitted by law or equity. All costs, including reasonable attorneys' fee, incurred by reason of default by the Purchaser, shall be borne by the Purchaser.

6. If the Developer shall default:
 - a) The Purchaser may bring an action for damages for breach of contract;
 - b) The Purchaser may seek specific performance of the contract;
 - c) The Developer shall be responsible for any costs in accordance with the contract.

The Purchase Contract contains various other important provisions relating to the purchase of a unit in the Project and this summary is not intended to be a comprehensive explanation of the terms and conditions of the Purchase Contract and Addendum. It is incumbent upon Purchasers and Prospective Purchasers to read with care the specimen Purchase Contract and Addendum on file with the Real Estate Commission. In the event of a conflict or discrepancy between this summary and the Purchase Contract and Addendum, the Purchase Contract and Addendum will control. In the case of a conflict or discrepancy between either this summary or the Purchase Contract and the Addendum and the Condominium Property Act set forth in Chapter 514B, Hawaii Revised Statutes (the "Act"), the Act will control.

EXHIBIT "I"

SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement ("Agreement") between OLD REPUBLIC TITLE & ESCROW OF HAWAII, LTD., (the "Escrow"), and MICHAEL SEAN MCGINNIS and SONYA MCGINNIS (the "Seller") contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. Purchase contract Deposited into Escrow. Whenever Seller enters into a purchase contract for the sale of a unit, Seller will deliver an executed copy of the purchase contract to Escrow, including any amendments thereto. The purchase contract shall specify the effective date of the Developer's Public Report and any amendments thereto.

2. Funds Paid to Escrow. Seller shall pay over to Escrow any monies received by Seller from purchasers under purchase contracts covering units in the Project, including all disbursements made on loan commitments, if any, from lending institutions to individual purchasers. Escrow shall receive and hold in escrow and disburse as herein set forth: (1) all payments received by Escrow under purchase contracts made by Seller; (2) all sums received by Escrow hereunder from Seller; (3) all funds from any lending institution pursuant to a mortgage loan for the purchase of any unit by individual purchasers; and (4) all sums received by Escrow from any other source on account of this Project. In accordance with written instructions from Seller that are acceptable to Escrow, Escrow shall deposit all funds so received, within a reasonable time of their receipt by Escrow and in reasonably convenient sums, in a federally-insured, interest-bearing account at any bank, savings and loan association, financial services loan company or credit union authorized to do business in the State of Hawaii. Unless otherwise provided in the Escrow Agreement, any interest earned on funds deposited in Escrow shall accrue to the credit of the purchase unless otherwise provided in the Purchase Agreement.

3. Disbursement of Funds in Escrow. No disbursements of funds held in escrow shall be made unless and until the following conditions have been fulfilled:

(a) Effective Public Report and Amendments. Seller shall have delivered to the purchaser a true copy of the Public Report including all amendments, with effective date(s) issued by the Real Estate Commission. Seller shall provide to Escrow a true copy of each Public Report and amendment issued for the Project, and each pending amendment with the date that the pending amendment was filed with the Real Estate Commission.

(b) Waiver of Cancellation Rights.

(i) Notice of Cancellation. Seller shall have delivered to the purchaser notice of the purchaser's thirty-day right of cancellation on a form prescribed by the Real Estate Commission.

(ii) Waiver of Cancellation Rights. The purchaser shall have waived the right to cancel or shall be deemed to have waived the right to cancel in accordance with HRS §514B-86(c). (The purchaser may waive the purchaser's rescission right by (A) checking the waiver box on the rescission notice, signing it and delivering it to the Seller; (B) letting the thirty-day rescission period expire without taking any action to rescind; or (C) closing the purchase of the unit before the rescission period expires.)

(iii) Receipts Related to Cancellation Rights. Seller shall have provided to Escrow evidence that the purchaser has received a true copy of the Public Report and all amendments thereto and the notice of the thirty-day right of cancellation, which evidence may be a receipt for the Public Report signed by

the purchaser, a receipt of the notice of the thirty-day right of cancellation signed by the purchaser, return receipts for copies of the Public Report or notice sent by certified or registered mail or such other evidence satisfactory to Escrow.

(c) Waiver of Rescission Rights.

(i) No Material Change. Seller shall affirm to Escrow that there has been no material change in the Project that gives rise to rescission rights under HRS §514B-87(a) after the purchase contract became binding. ("Material change" as used herein shall have the meaning contained in HRS §514B-3.) Otherwise, the rescission provisions set forth below shall apply.

(ii) Rescission Waived. In the event of a material change in the Project that gives rise to rescission rights under HRS §514B-87(a) after the purchase contract becomes binding, Seller shall affirm that Seller has delivered to the purchaser a description of the material change on a form prescribed by the Real Estate Commission.

(iii) Notice of Right of Rescission Because of Material Change. Seller shall have delivered to the purchaser notice of the purchaser's thirty-day rescission right on a form prescribed by the Real Estate Commission.

(iv) Waiver of Rescission Rights. The purchaser shall have waived the right to rescind or shall be deemed to have waived the right to rescind in accordance with HRS §514B-87(b). (The purchaser may waive the purchaser's rescission right by (A) checking the waiver box on the rescission notice, signing it and delivering it to the Seller; (B) letting the thirty-day rescission period expire without taking any action to rescind; or (C) closing the purchase of the unit before the rescission period expires.)

(v) Receipts Related to Rescission Rights. Seller shall have provided to Escrow evidence that the purchaser has received the thirty-day notice of right of rescission, which evidence may be a receipt for the notice of the thirty-day right of rescission signed by the purchaser, return receipts for copies of the notice mailed certified or registered mail or such other evidence satisfactory to Escrow.

4. Return of Purchaser's Funds and Documents.

(a) Cancellation or Rescission of a Purchase Contract. Unless otherwise provided in this Agreement, a purchaser shall be entitled to a return of such purchaser's funds and Escrow shall pay such funds to such purchaser, together with any interest which may have accrued to the credit of such purchaser, if any one of the following has occurred:

(i) Seller and purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or

(ii) Seller shall have notified Escrow of Seller's exercise of the option to cancel or rescind the purchase contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller; or

(iii) The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to cancel the purchase contract pursuant to HRS §514B-86 (thirty-day right to cancel), or, if applicable, HRS §514B-89 (failure to complete construction before specified completion deadline);

or

(iv) The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to rescind the purchase contract pursuant to HRS §514B-87, by a valid rescission signed by all purchasers of the affected unit and postmarked no later than midnight of the thirtieth calendar day after the date that the purchasers received the notice of rescission from Seller, in which case the purchasers shall be entitled to a prompt and full refund of any moneys paid.

In any of the foregoing events, Escrow shall, upon the occurrence of the event described in sections 6(a)(i) or 6(a)(ii) above or upon receipt of a written request for a refund from the purchaser upon the occurrence of an event described in sections 6(a)(iii) or 6(a)(iv) above, unless the purchaser has waived or has been deemed to have waived the right to a refund, pay said funds to the purchaser (less a cancellation fee commensurate with the work done by Escrow prior to such cancellation, up to a maximum of \$250.00); provided, however, that no refund shall be made to a purchaser at the purchaser's request prior to receipt by Seller of written notice from Escrow of Escrow's intent to make such refund and the purchaser shall not be required to pay a cancellation fee to Escrow for any rescission pursuant to HRS §514B-87.

Seller understands and acknowledges that in the event of a rescission by the purchaser under HRS §514B-87: (A) if interest was accruing to the credit of Seller, interest will be reported to the IRS as being earned by Seller; (B) if Seller required the purchaser to secure a financing commitment, the purchaser shall be entitled to reimbursement from Seller (and not from Escrow) of any fees incurred by the purchaser in securing that financing commitment required by Seller; and (C) Seller shall pay to Escrow a fee commensurate with the work done by Escrow prior to such cancellation, up to a maximum of \$250.00.

5. Escrow will arrange for and supervise the signing of all documents, which are to be signed subsequent to and contemplated by the Purchase contract, and will cause to be recorded and documents for which recordation is necessary.

6. Purchaser's Default. Seller shall give notice in writing to Escrow of the occurrence of each event that initiates an obligation of a purchaser to make a payment to Escrow pursuant to the sales contract as well as notice of the amount and due date of such payment. If the purchaser fails to make such payment to Escrow on or before the due date thereof or if the purchaser fails to perform in any matter that is being handled by Escrow, Escrow shall promptly notify Seller of any such failure on the part of the purchaser. If Seller subsequently certifies in writing to Escrow that Seller has terminated the sales contract in accordance with the terms thereof and provides to Escrow copies of all such notices of termination sent to the purchaser, Escrow shall thereafter treat all funds of the purchaser paid on account of such purchaser's sales contract as funds of Seller and not as funds of the purchaser. Thereafter, such funds shall be free of the escrow established by this Agreement and shall be held by Escrow for the account of Seller. Upon written request by Seller, Escrow shall pay such funds to Seller, less any escrow cancellation fee. Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such purchaser.

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

Bernard P. Carvalho, Jr.
Mayor



Michael A. Dahilig
Director of Planning

Wallace G. Rezendes, Jr.
Managing Director

Ka'aina S. Hull
Deputy Director of Planning

PLANNING DEPARTMENT

County of Kaua'i, State of Hawai'i

4444 Rice Street, Suite A-473, Lihu'e, Hawai'i 96766
TEL (808) 241-4050 FAX (808) 241-6699

DATE: JUN 26 2017

TO: Condominium Specialist
Real Estate Commission – P & VLD/DCCA
335 Merchant Street, Suite 333
Honolulu, Hawaii 96813

FROM: Michael A. Dahilig, Director of Planning

SUBJECT: Certification of Inspection – CPR-2017-11

Project Name: Kihei View Estates Condominium

Tax Map Key: 41015045

The attorney for the above-mentioned condominium project has requested that this office, as an agency of the County of Kauai, review the project for compliance with all ordinances, codes, rules, regulations and other requirements of the County of Kauai, Section 514 B-5 & B-6, Hawaii Revised Statutes, subject to the disclosures and waivers (item "5" below) specified herein, we certify the following:

1. The developer has contracted Surveyor Eduardo Portugal and Architect Kenneth Purdy to certify that the buildings on the proposed project referred to as **Kihei View Estates Condominium** Units 1 and 2 are in compliance with all ordinances, codes, rules, regulations and other requirements in force at the time of its construction, and to that extent, and subject to the conditions of waiver herein, the Planning Department adopts that certification as it pertains to the rules and regulations administered solely by the Department.
2. There are no variances approved for the subject property.
3. The parcel does not contain any outstanding nonconforming uses or structures as a result of the adoption or amendments of any ordinances or codes and regulations.
4. There are no notices of violations of County building or zoning codes outstanding according to our records.

TMK: 41015045

Page 2 of 2

5. WAIVER

The foregoing certification is not a warranty to any compliance with applicable County and State rules and regulations. The sole reason for the execution hereof is to comply with statutory requirements relating to the regulations of condominiums under subsection 514 B-84, (a), and (2), Hawaii Revised Statutes.

If you have any questions, please contact me at (808) 241-4050.

cc: Brent Greenslade, Esq

EXHIBIT "K"

PURPOSES AND USES OF PROJECT

Each owner may make such use of his unit and the limited common elements associated therewith, if any, as is permitted under the laws of the State of Hawaii and County of Kauai, and also subject to the following restrictions:

(i) No unit owner shall do or suffer anything to be done which could jeopardize the soundness or safety of the Project, reduce the value thereof, impair any easement or hereditament, damage any of the common elements, interfere with or unreasonably disturb the rights of use and quiet enjoyment by other unit owners, or increase the rate of casualty insurance on any other unit in the Project or the contents thereof.

(ii) Each unit owner may use the common elements, as they may exist, in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other unit owners, subject always to the exclusive use of the limited common elements as provided in this Declaration.

(iii) Each unit owner, at his sole expense, shall maintain his unit, the limited common elements appurtenant thereto, if any, and any improvements therein in good order and in a clean, neat, sanitary and attractive condition, free of all trash and unsightly objects. All costs and expenses, attributable to the limited common elements, if any, including without limitation, maintenance, repair, land taxes, replacement, additions and improvements, shall be allocated in an equitable manner and shall thus be borne by and charged to the owner of the unit to which the limited common element is appurtenant and other unit owners shall not bear any liability or responsibility of any nature whatsoever for such cost and expense, except as otherwise stated herein. Improvements to a unit shall not exceed fifty per cent (50%) coverage of the appurtenant limited common element's area.

(v) If due to any owner's use or improvement to his unit or any limited common element which may be associated therewith, any common expense is increased attributable to such use or improvement shall be the sole liability or responsibility of the unit owner causing the same.

(vi) The limited common element appurtenant to each unit shall be subject to a ten (10) foot building setback from any boundary shared with the limited common element shared with any other unit as depicted on the condominium map, unless a lesser setback distance is already in place thereon. No unit owner shall construct any improvement within said ten-foot setback, or any other setback as may be shown on the map, with the exception of a boundary fence which shall not exceed six feet in height.

(vii) Each unit owner shall maintain fire insurance coverage and, if the Project is located in an identified flood hazard area as designated by the Federal Emergency Management Agency, flood insurance shall also be maintained under the National Flood Insurance Program. The policies shall have endorsements thereon for extended coverage, in an amount equal to the full replacement value of the unit and such improvements as exist to and within the limited common elements appurtenant to the unit with no deduction for depreciation. Such insurance shall name the fee or leasehold owner as payee, or, if required, the mortgagee. Each unit owner shall insure himself against any claims and liabilities which may arise in connection with the ownership, existence, use or management of any common element which is part of the Project.