

REAL ESTATE COMMISSION
PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

PRELIMINARY
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)
PUBLIC REPORT

on
THE MAKAHUENA
Weliweli, Koloa
County of Kauai, Hawaii

REGISTRATION NO. 1114

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project but may only take reservations therefore after

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: April 26, 1979
Expires: May 26, 1980

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the Purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED WITH THE COMMISSION ON MARCH 30, 1979 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF APRIL 19, 1979. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. THE MAKAHUENA is a proposed leasehold condominium project containing seventy-eight (78) residential apartments located in five (5) separate buildings. The Project will contain one hundred and seventeen (117) unenclosed parking spaces for motor vehicles. The Developer intends to sell an ownership interest in the residential apartments together with an undivided interest in the common elements of the Project (exclusive of land), and to lease an undivided interest in the land.
2. The Developer of the Project has filed all documents and materials deemed necessary by the Commission for the registration of the proposed Project and the issuance of the Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, with the By-laws of the Association of Apartment Owners attached, and a copy of the approved Floor Plans) have not been filed as of this date in the office of the recording officer.
4. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Horizontal Property Regimes (Condominium) Rules and Regulations.
5. No advertising or promotional matter has been submitted pursuant to the Horizontal Property Regimes (Condominium) Rules and Regulations promulgated by the Commission.
6. This Preliminary Public Report is made a part of the registration of THE MAKAHUENA condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers. Securing a signed receipt for said report from all purchasers and prospective purchasers is also the responsibility of the developer.
7. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, April 26, 1979, unless a Final or Supplementary Public Report issues or the Commission upon review of registration issues an order extending the effective period of this report.

NAME OF PROJECT: THE MAKAHUENA

LOCATION AND SIZE: The Project consists of approximately 3.878 acres of land, more or less, situated at Weliweli, in the District of Koloa, County of Kauai, State of Hawaii.

TAX MAP KEY: 2-8-20:3

ZONING: R-20

DEVELOPER: The Makahuena Corporation, a Hawaii corporation, with its principal address being P.O. Box 249, Koloa, Kauai, Hawaii 96756, Phone: 742-6128. The officers are:

Leonard H. Zalopany	President
Alma B. Zalopany	Vice President
James M. Sattler	Secretary

ATTORNEY REPRESENTING DEVELOPER: James M. Sattler, Attorney At Law, A Law Corporation, 2020 Davies Pacific Center, Honolulu, Hawaii 96813, Telephone: (808) 524-2914.

DESCRIPTION OF PROJECT:

1. Description of the Buildings.

The Project will consist of six (6) unattached buildings, five (5) of which are to be utilized for residential purposes, and one for nonresidential purposes.

The name of Building I will be "Makahuena Ekahi". Building I will contain twenty-one (21) apartments. Twenty (20) two-bedroom apartments will be constructed in a four (4) level structure. One (1) two-bedroom apartment identified by number as "106" will be contained in a two-level existing structure of approximately twelve (12) years of age which will be excavated and renovated by the Developer. The existing structure will be situated south and seaward (makai) of the four (4) level structure and will be attached to the four (4) level structure by a trellis thereby forming Building I.

The name of Building II-A will be "Makahuena Elua". Building II-A will be a four (4) level structure containing twenty-three (23) apartments. Building II-A will contain eighteen (18) two-bedroom units and seven (7) three-bedroom units.

The name of Building II-B will be "Makahuena Ekolu". Building II-B will be a two (2) level structure containing six (6) two-bedroom apartments.

The name of Building II-C will be "Makahuena Eha". Building II-C will be a four (4) level structure containing twenty (20) two-bedroom residential apartments.

The name of Building III will be "Makahuena Elima". Building III will be a two (2) level structure containing seven (7) two-bedroom apartments.

Building IV, a single level structure consisting of approximately 834 square feet, shall be used for nonresidential purposes. One section, Section A, approximately 354 square feet, will contain an office space, a storage area, and a half bathroom and shall be a common element, to be used by the Association of Apartment Owners for any purpose which may be necessary or convenient to further its purposes. A second section, Section B, comprising approximately 480 square feet, will be retained by the Developer and used for any purposes permitted by law.

All of the buildings in the Project will be constructed primarily of wood, concrete, concrete block, cement, plaster, gypsum board, steel, glass, aluminum, and other allied building materials.

2. Description of Apartments.

The Project will consist of seventy-eight (78) residential apartments of twelve (12) basic types and one (1) nonresidential apartment. Each residential apartment shall contain carpeting, drapes, a refrigerator, a range and oven, a dishwasher, a garbage disposal, a waterheater, and a clothes washer and dryer. The basic types of apartments are described as follows:

(a) Type A Apartments. The Project will contain twenty-eight (28) single floor, Type A apartments located on the first and second levels in Buildings I, II-A and II-C. Type A apartments will include space suitable for a living area, a dining area, two (2) bedrooms, two (2) full bathrooms, a kitchen, and a lanai.

(b) Type B Maisonette Apartments. The Project will contain fourteen (14) two-floor, Type B Maisonette apartments located on the second and third levels of Buildings I, II-A and II-C. Type B Maisonette apartments will include space on the first floor suitable for a living or dining area or a combined use thereof, a kitchen, a foyer, a half bathroom (i.e., no bathtub or shower), storage, and a lanai. The second floor will include space suitable for two (2) bedrooms, two (2) full bathrooms and a hallway all of which space is accessible from the first floor by way of an open stairway.

(c) Type C Maisonette Apartments. The Project will contain sixteen (16) two floor, Type C Maisonette apartments located on the second and third levels of Buildings I, II-A and II-C. Type C Maisonette apartments will include space on the first floor suitable for a living or dining room or a combined use thereof, a kitchen, a foyer, a half bathroom, and a lanai. The second floor will include space suitable for two (2) bedrooms, two (2) full bathrooms and a hallway all of which space is accessible from the first floor by way of an enclosed stairway.

(d) Type D Apartments. The Project will contain four (4) single floor, Type D apartments located on the first and second levels of Building II-A. Type D apartments will include space suitable for a living area, a dining area, three (3) bedrooms, two (2) full bathrooms, a kitchen, and a lanai.

(e) Type E Maisonette Apartments. The Project will contain two (2) two floor, Type E apartments located on the second and third levels of Building II-A. Type E apartments will include space on the first floor suitable for a living or dining area, or a combined use thereof, a kitchen, a half bathroom, a foyer, and a lanai. The second floor will include space suitable for three (3) bedrooms, two (2) full bathrooms, and a hallway all of which space is accessible from the first level by way of an open stairway.

(f) Type F Apartments. The Project will contain two (2) single floor, Type F apartments located on the first and second levels of Building II-B. Type F apartments will include space suitable for a living or dining area or a combined use thereof, a foyer, two (2) bedrooms, two (2) full bathrooms, a kitchen, two (2) dressing or vanity rooms, a hallway, and a lanai.

(g) Type G Apartments. The Project will contain four (4) single floor, Type G apartments located on the first and second levels of Building II-B. Type G apartments will include space suitable for a living area, a dining area, a kitchen, a foyer, two (2) bedrooms, two (2) full bathrooms, a dressing or vanity room, a hallway, and a lanai.

(h) Type H Apartments. The Project will contain two (2) single floor, Type H apartments located on the first level and the interior section of Building III. Type H apartments will include space suitable for a living area or a dining area or a combined use thereof, two (2) bedrooms, two (2) full bathrooms, a kitchen, and a lanai.

(i) Type J Apartments. The Project will contain two (2) single floor, Type J apartments located on the first level and the exterior sections of Building III. Type J apartments will include space suitable for a living area or a dining area or a combined use thereof, two (2) bedrooms, two (2) full bathrooms, a kitchen, and a lanai.

(j) Type K Apartments. The Project will contain two (2) single floor, Type K apartments located on the second level of Building III. Type K apartments will include space suitable for a living or dining area or a combined use thereof, a kitchen, a foyer, two (2) bedrooms, two (2) full bathrooms, a dressing or vanity room, a hallway, and a lanai.

(k) Type L Apartment. The Project will contain one (1) single floor, Type L apartment located on the second level of Building III. The Type L apartment will include space suitable for a living or dining area or a combined use thereof, a kitchen, a foyer, two (2) bedrooms, two (2) full bathrooms, and a lanai.

(l) Existing Dwelling. The Project will contain an apartment consisting of a two (2) level existing dwelling. The apartment, after excavation and renovation, will include space suitable for a living room, two (2) bedrooms, two (2) full bathrooms, a breakfast room, a kitchen, a utility area, a dressing or vanity room, and a lanai. Leonard H. Zalopany and Alma B. Zalopany presently intend to occupy this apartment.

(m) Nonresidential Apartment. The Project will contain one (1) nonresidential apartment (Building IV) consisting of a building to be situated between Building II-A and Building II-C. The nonresidential apartment will include space suitable for an office, a half bathroom, and a storage.

The prospective purchaser is referred to the Apartment Description Sheet attached hereto as Exhibit "A" and

incorporated herein by this reference for a list of the approximate gross enclosed apartment areas and the approximate gross lanai areas.

Each apartment shall be deemed to include all walls and partitions which are within each respective unit, the inner decorated and finished surfaces of all interior load bearing walls, floors, ceiling, windows and window frames, door and door frames, and all fixtures originally installed therein for its exclusive use and the adjoining lanai. The respective apartment units shall not be deemed to include any pipes, wires, conduits or other utility or sewer lines running through such apartment, which are utilized for or serve more than one (1) apartment or common element, the same being deemed common elements. Each apartment shall also include carpeting (except in bathrooms, kitchen, and lanai), drapes, refrigerator, range, oven, dishwasher, garbage disposal, water heater, and washer and dryer (or a washer-dryer combination).

3. Description of Parking Spaces.

The Project will contain one hundred and seventeen (117) unenclosed parking spaces situated north of the Project buildings and surrounding the tennis court. Twenty-two (22) spaces are for compact cars. Each apartment owner shall have exclusive use of a single, designated parking space as shown on Exhibit "B" attached hereto.

An additional thirty-nine (39) parking spaces will be assigned to Apartment I-106 and will be offered for sale to apartment purchases by the Developer on such terms and conditions as the Developer shall establish from time to time.

COMMON ELEMENTS: The Project will include as common elements:

- (a) the land;
- (b) all foundations, floor slabs, columns, girders, beams, supports, main and local bearing walls and roofs;
- (c) all building walkways, building sidewalks, pathways, parking areas, driveways, walls, garden walls, retaining walls, yards, gardens, landscaping and refuse facilities;
- (d) all electrical equipment, power, light, water, wiring, cables, conduits, ducts, vents, pipes, sewer lines, pumps, motors, fans, compressors, and other service and utility lines and similar equipment, meters and systems which are utilized for or serve more than one apartment, and central transmission facilities and installations over, under, through and across the Project for services, such as power, light, gas, hot and cold water, heating, refrigeration, sewage, telephone, refuse disposal and radio and television signal distributions, and in general all

apparatus and installations existing for common use and all other parts of the Project necessary or convenient to its existence, maintenance, safety or normally in common use;

- (e) all other partitions of the land and improvements not specifically designated as apartments, but which are intended for common use;
- (f) all recreational facilities including swimming pool and concrete deck, a hydro pool, tennis court, and barbeque area;
- (g) Section A of Building IV containing office space, a storage area, and a half bath;
- (h) sewage treatment facility.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, designated as "limited common elements" are set aside and reserved for the exclusive use of certain apartments as follows:

- (a) the stairways and access balconies shall be for the exclusive use of the apartments served thereby; and
- (b) the designated parking spaces set forth in Exhibit "B" attached hereto shall be for the exclusive use of the owner(s) of the apartment to which they are assigned; and
- (c) a land area of approximately twenty-four hundred (2,400) square feet abutting Apartment I-106, as more particularly described in Exhibit "C", shall be for the exclusive use of the owners of Apartment I-106; and
- (d) an irregularly shaped, existing swimming pool situated seaward of Apartment 106 shall be for the exclusive use of the owner(s) of Apartment 106.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the Project, herein called the "common interest" and the same proportionate share in all common profits and expenses of the Project and for all other purposes, including voting as shown on Exhibit "A" attached hereto.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration states that the residential apartments shall be occupied and used only for residential purposes. The non-residential apartment may be used for any and all uses permitted by law.

The House Rules provide in part: (1) The Board of Directors reserve the right to limit the number and type of household pets; and (2) Occupancy is limited to not more than two persons per bedroom contained in each apartment, except that this occupancy may be exceeded by members of the immediate family of the owner, lessee, or tenant.

OWNERSHIP TO TITLE: A Certificate of Title dated March 27, 1979 issued by Security Title Corporation certifies that fee simple title to the land is held by William Lee Brandt, as Trustee of The Zalopany Children and Grandchildren Trust (the "Fee Owner"). The Fee Owner has granted development rights to The Makahuena Corporation (the "Developer") pursuant to an unrecorded Development Agreement dated December 27, 1978, a Short Form of which is recorded in the Bureau of Conveyances, State of Hawaii, Liber 13504 Page 404.

ENCUMBRANCES AGAINST TITLE: Said Certificate of Title dated March 27, 1979 reports that title to the land is subject to the following encumbrances:

- (1) For any taxes that are due and owing, reference is made to the Office of the Tax Assessor, Fourth Division.
- (2) As to that portion of the land bordering the Ocean:
The effect of Section 205-31 to 205-37, inclusive, Hawaii Revised Statutes, as now or hereafter amended pertaining to shoreline setbacks.
- (3) Any adverse claim of State of Hawaii based upon the contention that some portion of the land hereinafter described lies seaward of the line of vegetation, pursuant to the ruling in County of Hawaii v. Sotomura, (1973) 55 Hawaii 176, 517 P.2d 57.
- (4) Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent (Grant) No. 1416.
- (5) Rights of Native Tenants as reserved in said Royal Patent (Grant) No. 1416.
- (6) The terms and provisions and the conditions and restrictions, if any, contained in that certain SHORT FORM OF DECLARATION OF TRUST FOR THE ZALOPANY CHILDREN AND GRANDCHILDREN TRUST, dated September 7, 1978, recorded on September 11, 1978 in the Bureau of Conveyances of the State of Hawaii in Book 13131 Page 265.
- (7) DECLARATION OF REAL PROPERTY ACQUIRED BY THE ZALOPANY CHILDREN AND GRANDCHILDREN TRUST, dated September 7, 1978, recorded on September 11, 1978 in said Bureau of Conveyances in Book 13131 Page 274.
- (8) Concrete steps approximately 5.5 feet within the property which is apparently being used by the adjacent "Poipu Makai" condominiums, as mentioned in that certain instrument dated September 7, 1978, recorded on September 11, 1978 in said Bureau of Conveyances in Book 13131 Page 279.

- (9) The Makai bottom corner of wall between Parcel A-2 and Parcel 3 is 0.3 feet within the parcel of land, as mentioned in that certain instrument dated September 7, 1978, recorded on September 11, 1978 in said Bureau of Conveyances in Book 13131 Page 279.
- (10) A four inch (4") C.I. pipe and a two inch (2") plastic pipe are running Mauka to Makai, parallel to wall between Parcel A-2 and Parcel 3. The four inch (4") C.I. pipe going Makai angles off at the corner and the two inch (2") plastic pipe ends at the corner, as mentioned in that certain instrument dated September 7, 1978, recorded on September 11, 1978 in said Bureau of Conveyances in Book 13131 Page 279.
- (11) Mortgage dated September 7, 1978, recorded on September 11, 1978 in the Bureau of Conveyances of the State of Hawaii in Book 13131 Page 279, made by WILLIAM LEE BRANDT, as Trustee of The Zalopany Children and Grandchildren Trust, under written declaration of Trust dated August 21, 1978, as Mortgagor(s), to FIRST HAWAIIAN BANK, a Hawaii corporation, as Mortgagee(s), to secure the repayment of the sum of \$1,450,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to.
- (12) Development Agreement dated December 27, 1978 (unrecorded), a short form of which entitled Short Form Development Agreement dated as of December 27, 1978 and recorded on February 23, 1979 in the Bureau of Conveyances of the State of Hawaii in Book 13504 Page 404, granting development rights to The Makahuena Corporation, a Hawaii corporation, and calling for the execution and recording of a Master Lease upon a date to be determined by The Makahuena Corporation.

PURCHASE MONEY HANDLING: An Escrow Agreement dated March 29, 1979, has been executed and a copy of same has been filed with the Commission. The Escrow Agent is First Hawaiian Bank, a Hawaii corporation. Upon examination the Specimen Reservation Agreement and Sales Contract Form (to be used prior to the issuance of a Final Public Report) and the Specimen Deposit Receipt and Sales Contract (to be used only after issuance of a Final Public Report) and the executed Escrow Agreement are found to be in accordance with Chapter 514A, Hawaii Revised Statutes, as amended, and particularly Sections 514A-40(6), 514A-37, 514A-39, 514A-63 through 514A-66.

It is incumbent upon the purchaser and prospective purchaser to read with care the Reservation Agreement and Sales Contract Form and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of apartments will be placed in trust, as well as how such funds will be retained and disbursed. The Escrow Agreement also provides in part that:

1. All monies paid by Purchaser to Developer will be placed in a special escrow account; and
2. Interest earned on said monies will be paid at the rate of 5% and accrue to the benefit of purchaser; and
3. Purchaser will be entitled to the return of his funds, without interest, if one of the following conditions has occurred:

(a) Developer has requested Escrow to return to purchaser the funds of purchaser then being held hereunder by Escrow; or

(b) Developer has notified Escrow of Developer's exercise of the option to rescind the sales contract pursuant to any right of rescission stated therein or otherwise available to Developer; or

(c) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, there shall be any change in the building plans requiring approval of a county officer having jurisdiction over the issuance of building permits, except such changes as are specifically authorized in the Declaration or by terms of the Reservation Agreement and Sales Contract Form, or to which said purchaser has otherwise consented in writing; or

(d) The Final Report differs in a material respect from the Preliminary Report, and the purchaser's written approval of such change has not been obtained; or

(e) The Final Report is not issued within one (1) year from the date of issuance of the Preliminary Report, and the purchaser has not waived his right to cancellation of the Sales Documents and refund of purchase funds.

In any of the foregoing events, Escrow shall, upon receipt of a written request for a refund from purchaser, pay the funds to the purchaser (less a cancellation fee to Escrow of \$25) and thereupon Reservation Agreement and Sales Contract Form and any other documents theretofore delivered to Escrow shall be returned to Developer.

If purchasers' funds are to be used for construction, then there will be:

(a) No disbursements by the escrow agent for payment of construction costs unless bills are submitted with the request for such disbursements which have been approved or certified for payment by the mortgagee or a financially disinterested person; and

(b) No disbursements from the balance of the trust fund after payment of construction costs pursuant to the preceding paragraph until the escrow agent receives satisfactory evidence that all mechanics' and materialmen's liens have been cleared unless sufficient funds are set aside for any bona fide dispute.

MANAGEMENT AND OPERATIONS: The Bylaws of the Association of Apartment Owners vest in the Board of Directors the power and duties necessary for the administration of the overall affairs of the Project.

The Developer acting on behalf of the Association has the authority pursuant to the provisions of the Declaration and the Bylaws initially to appoint a responsible managing agent. Pursuant to the terms of a Management Agreement dated February 22, 1979, Aaron M. Chaney, Inc., a Hawaii corporation, has been appointed the initial managing agent.

THE ESTABLISHMENT OF A REGIONAL OR SUBREGIONAL SEWAGE SYSTEM: The Declaration states that as a condition to the obtainment of certain necessary approvals and permits with respect to the Project from the Planning Department of the County of Kauai, State of Hawaii, the Developer has agreed and covenanted, on behalf of the Association, to cooperate with all governmental agencies and all owners of land in the vicinity of the Project in the establishment of a public or private regional or sub-regional sewage system. The Declaration further states that the Developer has agreed, on behalf of the Association, that the Project will "tie in" or otherwise integrate with any such sewage system and that any reasonable cost attendant upon the fulfillment of said agreements shall be borne by the owners of apartments as a common expense.

FINANCING OF THE PROJECT: The Developer has arranged for financing the construction cost of the Project with First Hawaiian Bank.

Among other provisions, the Deposit Receipt and Sales Contract provides: (1) Buyer agrees that all of the rights of Buyer under the Sales Contract are and shall be subject and subordinate to the lien of any mortgage securing the repayment of any interim loan on the project made to finance the cost of construction and other costs of the project, and to any and all sums which may become a lien pursuant to the terms of such interim loan and any related agreement; (2) Developer makes no warranties, express or implied, with respect to any individual apartment, the common elements, the real property, the project or any consumer products or other items installed on or contained therein including, but not limited to, any warranty, express or implied, of merchantability, habitability, workmanlike construction, or fitness for a particular purpose or use nor shall the Developer be liable to any purchaser or to the Association of Apartment Owners for any consequential damages of any kind or description arising from any defect or malfunction in any of the individual apartments, the common elements, the real property, any consumer products or other items installed or contained herein; (3) Buyer understands that Developer will not reserve or sell more than one (1) apartment unit in the project to any single person, firm, or corporation who is a licensed real estate agent, salesperson or broker in any state.

STATUS OF PROJECT:

The Makahuena Corporation is in the process of negotiating a contract for construction of the Project.

The purchaser or prospective purchaser should be cognizant of the fact that this report represents information disclosed in the required Notice of Intention submitted March 30, 1979 and information subsequently filed as of April 19, 1979.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1114 filed with the Commission on March 30, 1979.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be yellow.



RALPH S. YOUNG, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

DISTRIBUTION:

Department of Taxation
Bureau of Conveyances
Planning Department, County of Kauai
Federal Housing Administration
Escrow Agent

Registration No. 1114

April 26, 1979

BUILDING I "MAKAHUENA EKAHI"

<u>APT. NO.</u>	<u>TYPE & NO. BEDROOMS</u>	<u>GROSS APT. AREA (SF)</u>	<u>GROSS LANAI AREA (SF)</u>	<u>PERCENTAGE COMMON INTEREST</u>
I:101	A 2	1,151	194	1.232915
I:102	Ar 2	1,145	192	1.225582
I:103	A 2	1,145	192	1.225582
I:104	Ar 2	1,145	192	1.225582
I:105	A 2	1,157	192	1.236582
I:201	A 2	1,151	99	1.145832
I:202	Ar 2	1,145	97	1.138499
I:203	A 2	1,145	97	1.138499
I:204	Ar 2	1,145	97	1.138499
I:205	A 2	1,157	97	1.149499
I:301	Cr 2	1,299	98	1.280582
I:302	B 2	1,172	96	1.162333
I:303	Br 2	1,172	96	1.162333
I:304	C 2	1,113	96	1.108249
I:305	Cr 2	1,113	96	1.108249
I:306	B 2	1,172	96	1.162333
I:307	Br 2	1,172	96	1.162333
I:308	C 2	1,113	96	1.108249
I:309	Cr 2	1,113	96	1.108249
I:310	B 2	1,191	239	1.310832
I:106	EXIST DWELLING 2	2,275	827	2.463082

BUILDING II-A MAKAHUENA ELUA

<u>APT. NO.</u>	<u>TYPE & NO. BEDROOMS</u>	<u>GROSS APT. AREA (SF)</u>	<u>GROSS LANAI AREA (SF)</u>	<u>PERCENTAGE COMMON INTEREST</u>
II-A 101	Ar 2	1,157	192	1.236582
II-A 102	Dr 3	1,343	192	1.407082
II-A 103	D 3	1,343	192	1.407082
II-A 104	A 2	1,145	192	1.225582
II-A 105	Ar 2	1,145	192	1.225582
II-A 106	A 2	1,157	192	1.236582
II-A 201	Ar 2	1,157	97	1.149499
II-A 202	Dr 3	1,343	97	1.319999
II-A 203	D 3	1,343	97	1.319999
II-A 204	A 2	1,145	97	1.138499
II-A 205	Ar 2	1,145	97	1.138499
II-A 206	A 2	1,157	97	1.149499
II-A 301	Br 2	1,191	239	1.310832
II-A 302	C 2	1,113	96	1.108249
II-A 303	Cr 2	1,113	96	1.108249
II-A 304	Er 3	1,681	90	1.623416
II-A 305	E 3	1,681	90	1.623416
II-A 306	C 2	1,113	96	1.108249
II-A 307	Cr 2	1,113	96	1.108249
II-A 308	B 2	1,172	96	1.162333
II-A 309	Br 2	1,172	96	1.162333
II-A 310	C 2	1,113	96	1.108249
II-A 311	Cr 2	1,113	96	1.108249
II-A 312	C 2	1,191	98	1.181582

EXHIBIT "A"

BUILDING II-B MAKAHUENA EKOLU

<u>APT. NO.</u>	<u>TYPE & NO. BEDROOMS</u>	<u>GROSS APT. AREA (SF)</u>	<u>GROSS LANAI AREA (SF)</u>	<u>PERCENTAGE COMMON INTEREST</u>
II-B 101	Gr 2	1,464	130	1.461165
II-B 102	G 2	1,450	130	1.448332
II-B 103	F 2	1,714	200	1.754499
II-B 201	Gr 2	1,464	130	1.461165
II-B 200	G 2	1,450	130	1.448332
II-B 203	F 2	1,714	200	1.754499

BUILDING II-C MAKAHUENA EHA

<u>APT. NO.</u>	<u>TYPE & NO. BEDROOMS</u>	<u>GROSS APT. AREA (SF)</u>	<u>GROSS LANAI AREA (SF)</u>	<u>PERCENTAGE COMMON INTEREST</u>
II-C 101	Ar 2	1,157	192	1.236582
II-C 102	A 2	1,145	192	1.225582
II-C 103	Ar 2	1,145	192	1.225582
II-C 104	A 2	1,145	192	1.225582
II-C 105	Ar 2	1,155	194	1.236582
II C 201	Ar 2	1,157	97	1.149499
II-C 202	A 2	1,145	97	1.138499
II-C 203	Ar 2	1,145	97	1.138499
II-C 204	A 2	1,145	97	1.138499
II-C 205	Ar 2	1,155	99	1.149499
II-C 301	Br 2	1,191	98	1.181582
II-C 302	C 2	1,113	96	1.108249
II-C 303	Cr 2	1,113	96	1.108249
II-C 304	B 2	1,172	96	1.162333
II-C 305	Br 2	1,172	96	1.162333
II-C 306	C 2	1,113	96	1.108249
II-C 307	Cr 2	1,113	96	1.108249
II-C 308	B 2	1,180	96	1.169666
II-C 309	Br 2	1,178	96	1.167832
II-C 310	C 2	1,129	239	1.409833

BUILDING III MAKAHUENA ELIMA

<u>APT. NO.</u>	<u>TYPE & NO. BEDROOMS</u>	<u>GROSS APT. AREA (SF)</u>	<u>GROSS LANAI AREA (SF)</u>	<u>PERCENTAGE COMMON INTEREST</u>
III 101	H 2	1,217	207	1.305332
III 102	J 2	1,215	216	1.311749
III 103	Jr 2	1,215	216	1.311749
III 104	Hr 2	1,217	207	1.305332
III 201	K 2	1,871	73	2.148665
III 202	L 2	1,455	58	1.487749
III 203	Kr 2	1,871	73	2.148665

BUILDING IV
NON-RESIDENTIAL
APARTMENT

	480	.440000
TOTALS	97,703	100.000000

EXHIBIT " A "

PARKING SPACE ASSIGNMENT SCHEDULE
"THE MAKAHUENA"

<u>APARTMENT NO.</u>	<u>PARKING SPACE NO.</u>	<u>APARTMENT NO.</u>	<u>PARKING SPACE NO.</u>	
I	101	II B	101	4
I	102	II B	102	5
I	103	II B	103	6
I	104	II B	201	1
I	105	II B	202	2
I	201	II B	203	3
I	202			
I	203	II C	101	43
I	204	II C	102	44
I	205	II C	103	45
I	301	II C	104	46
I	302	II C	105	47
I	303	II C	201	48
I	304	II C	202	49
I	305	II C	203	50
I	306	II C	204	51
I	307	II C	205	52
I	308	II C	301	53
I	309	II C	302	54
I	310	II C	303	55
I	106	II C	304	56
		II C	305	57
II A	101	II C	306	58
II A	102	II C	307	59
II A	103	II C	308	60
II A	104	II C	309	61
II A	105	II C	310	62
II A	106			
II A	201	III	101	10
II A	202	III	102	11
II A	203	III	103	12
II A	204	III	104	13
II A	205	III	201	7
II A	206	III	202	8
II A	301	III	203	9
II A	302			
II A	303			
II A	304			
II A	305			
II A	306			
II A	307			
II A	308			
II A	309			
II A	310			
II A	311			
II A	312			

<u>ADDITIONAL PARKING SPACES ASSIGNED TO APARTMENT I 106</u>			
14	71C	84	
15	72C	85	
16	73C	93C	
17	74C	94C	
18	75C	95C	
63	76C	96C	
64	77C	97C	
65	78C	98C	
66	79	99C	
67	80	23C	
68C	81	24C	
69C	82	25C	
70C	83	26C	

C - Denotes stalls for compact cars.

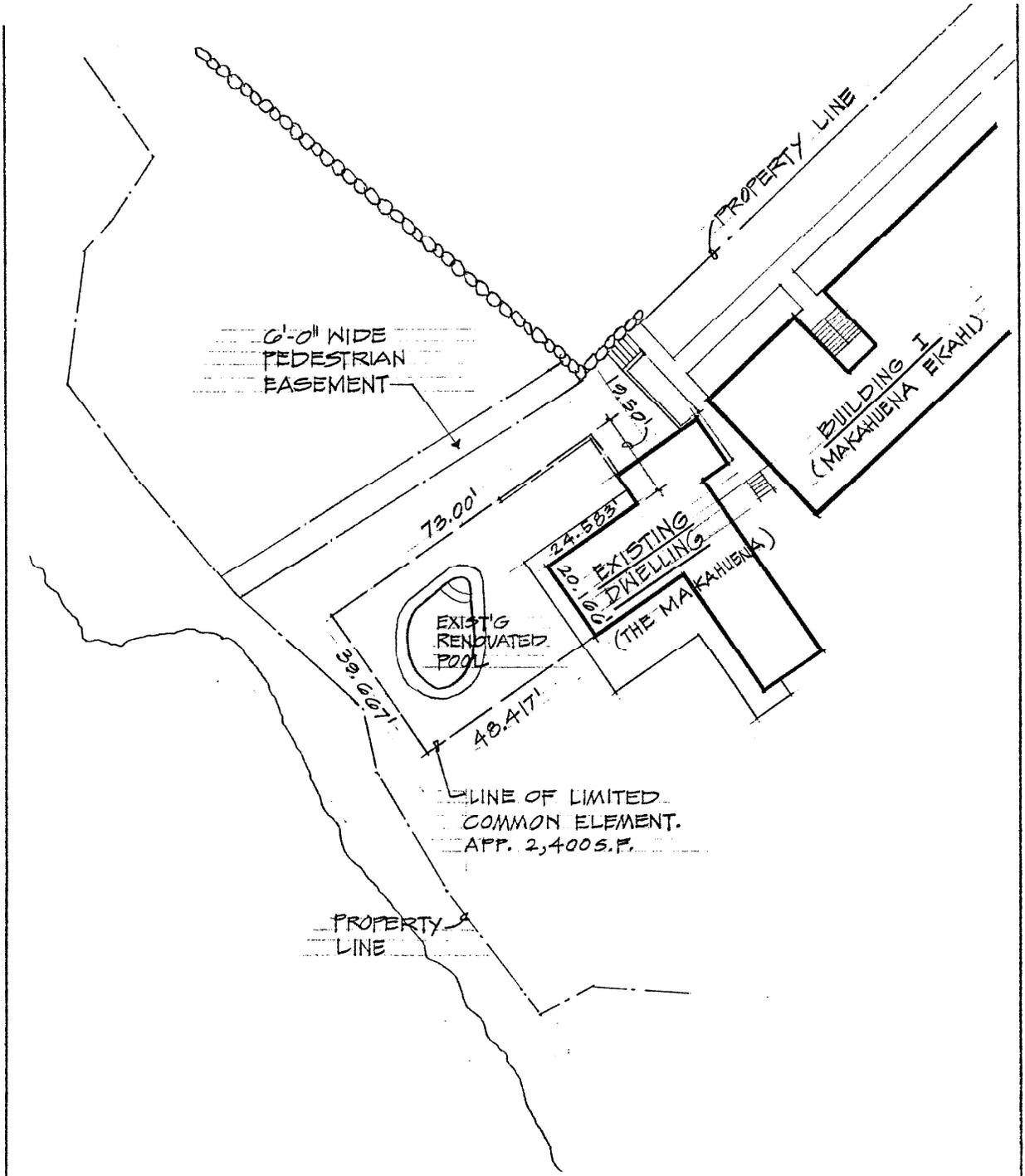


EXHIBIT "C"