

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

KULAVIEW

Kula, Maui, Hawaii

Registration No. 1275

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: May 14, 1980
Expires: June 14, 1981

SPECIAL ATTENTION

A comprehensive reading of this report by prospective purchasers 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 SUBMITTED ON MARCH 20, 1980, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF MAY 7, 1980. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. KULAVIEW is a fee simple condominium project consisting of six (6) residential apartment units, all of which are built in accordance with floor plans filed with the Real Estate Commission. The project will contain eight (8) parking spaces (excluding the garage which is a part of apartment 119A).
2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium project and issuance of this Preliminary Public Report. The Developer shall be responsible for placing this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and securing a signed copy of the receipt therefor.
3. Advertising and promotional matter has been or will shortly be submitted pursuant to the rules and regulations promulgated by the Commission.
4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and a copy of the Condominium Map) have been recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14578, Page 130. Condominium Map No. 697 has been assigned to this project.
5. The purchaser is advised to acquaint himself with the provisions of Chapter 514A of the Hawaii Revised Statutes, and the Rules and Regulations of the Hawaii Real Estate Commission which relates to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, May 7, 1980, unless a Supplementary Public Report is issued or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: KULAVIEW

LOCATION: The project is located at Kula, Maui, State of Hawaii and consists of approximately 35,174 square feet.

TAX KEY: Second Division, 2-3-22:32

ZONING: County Interim/State Urban

DEVELOPER: Kulaview Ventures, a registered Hawaii general partnership; Suite 1300, 190 South King Street, Honolulu, Hawaii 96813.

ATTORNEY REPRESENTING DEVELOPER: Carlsmith & Dwyer, Suite 2102, Davies Pacific Center, 841 Bishop Street, Honolulu, Hawaii 96813 (Attention: Mitchell A. Imanaka or Charles Edward Pear, Jr.), Telephone No. 524-7200.

DESCRIPTION OF THE PROJECT:

A. Description of Buildings and Apartments: The property shall contain six (6) separate one-story apartment buildings without basements and constructed principally of wood, glass, concrete and gypsum board. Each of the six (6) apartment buildings of the property are hereby designated as separate condominium apartments, and are referred to herein as "apartments", and are designated on said Condominium Map and described as follows:

(1) Apartment Designations and Locations: Designations for the six (6) apartments consist of the number "119" followed by a letter from "A through F". The apartments are located on either side of a driveway leading from Kulalani Drive into the property, beginning with apartment 119A which is the first apartment upon entering the property from Kulalani Drive, and proceeding clockwise in alphabetical order around said driveway, ending with apartment 119F. The location of the apartments and their respective designations are more fully illustrated on the Condominium Map.

(2) Layout and Area of Individual Apartments: The apartments are laid out according to four (4) different floor plans as follows:

<u>APARTMENT</u>	<u>CHARACTERISTICS</u>	<u>TOTAL APPROXIMATE AREA (SQ. FT.)</u>
119A	Three bedrooms, one bathroom, kitchen, living room, sitting room, laundry room, (including a shower and toilet facilities) storage room, deck, garage and covered lanai. (note: the lanai area is excluded from the total approximate area of the apartment)	1,973
119B, 119E, 119F	Three bedrooms, one bathroom, kitchen, living room, dining area, hallway and deck.	1,079
119C	Three bedrooms, one bathroom, kitchen, living room, dining area, hallway and deck.	1,109
119D	One bedroom, one bathroom, kitchen, living area and deck.	450

NOTE: The approximate areas set forth above for each apartment are net floor areas and as such do not include the walls and partitions within the perimeter of the apartment, and do not include any perimeter party or non-party walls. THE AREAS SHOWN ABOVE ARE APPROXIMATE ONLY, AND THE ACTUAL APARTMENT AREAS ARE LIKELY TO VARY SOMEWHAT.

(3) Access to Common Elements: Each apartment has immediate access to the grounds of the property and to the common driveway which leads to Kulalani Drive.

(4) Other Data Identifying and Defining the Apartments: The respective apartments shall each be deemed to include the entire apartment building and all improvements located therein except any pipes, wires, conduits or other utility or service lines which are utilized for or serve more than one apartment, and specifically includes: the perimeter walls, floors, foundations, roofs, ceilings, doors, door frames, windows and window frames; all the walls and partitions within its perimeter walls; and all fixtures originally installed in the apartment.

B. Common Elements: One freehold estate is hereby designated in all of the remaining portions of the property, herein called the "common elements", including specifically but not limited to:

(1) Said land in fee simple;

(2) All common spaces such as yards, parking areas and driveways;

(3) Installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under, or across the property which serve more than one apartment for services such as power, light, gas, water, sewage, telephone, radio and television signal distribution, if any;

(4) Any apparatus and installations existing for common use such as tanks, pumps, motors, fans, compressors, ducts, vents, and other such installations and apparatus;

(5) All other parts of the property necessary or convenient to its existence, maintenance, and safety or normally in common use.

C. Limited Common Elements: Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements as follows:

(1) Each apartment shall have for its exclusive use one parking stall bearing the same designation as such apartment, except that apartment 119A shall have for its exclusive use two parking stalls bearing the designations "119A-1" and "119A-2" all as shown on the Condominium Map.

(2) Each apartment shall have for its exclusive use the mailbox bearing the same letter designation as such apartment.

(3) All yard areas adjacent to each apartment as shown on the Condominium Map and being those yard areas located within the metes and bounds description provided in Exhibit "A"

attached hereto and incorporated herein by reference, shall be limited common elements appurtenant to each of the respective apartments. YARD AREAS DESIGNATED ON THE CONDOMINIUM MAP ARE APPROXIMATIONS ONLY, AND IN THE EVENT THAT ANY DISCREPANCIES ARISE BETWEEN WHAT APPEARS ON THE CONDOMINIUM MAP AND THE METES AND BOUNDS DESCRIPTION PROVIDED IN EXHIBIT "A", THE METES AND BOUNDS DESCRIPTION SHALL CONTROL.

(4) All cesspools on the property shall be limited common elements to the apartments which they serve.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the property (herein called the "common interest"), and the same proportionate share in all common profits and expenses of the property and for all other purposes, including voting, as follows:

<u>Apartment</u>	<u>Common Interest</u>	<u>Apartment</u>	<u>Common Interest</u>
119A	20	119D	12
119B	17	119E	17
119C	17	119F	17

EASEMENTS. The proposed Declaration of Horizontal Property Regime provides that the apartments and common elements (including limited common elements) shall have and be subject to a number of easements including but not limited to the following which purchaser should note:

A. Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes as ingress to, egress from, utility services for and support, maintenance and repair of such apartment, and shall also have the right to use the other common elements (subject, however, to the exclusive or limited use of the limited common elements) in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other apartment owners.

B. In the case of encroachments of common elements upon any apartment or limited common elements, or in the case of encroachments of limited common elements or any apartment upon the common elements or any other apartments or limited common elements, a valid easement for such encroachment and maintenance thereof shall and does exist for so long as such encroachment continues. In the event any building of the property shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or movement of any portion of the property, minor encroachments upon any part of the common elements or apartment or limited common elements due to the same shall be permitted, and a valid easement for such encroachment and the maintenance thereof shall and does exist for so long as such encroachment continues.

C. The apartment owners shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each apartment and any limited common element from time to time during reasonable hours as may be necessary for the operation of the property or as may be necessary to repair and/or maintain any limited common element, or at any time for

making emergency repairs therein necessary to prevent damage to the common elements or to another apartment or apartments.

D. Developer shall have the right to conduct extensive sales activities on the property until the earlier to occur of (a) forty-eight (48) months from the date of the recording in the Bureau of Conveyances of the State of Hawaii of the first apartment deed or sub-agreement of sale, if used, conveying an apartment in the property or (b) the closing of the sale of the last unsold apartment in the property. In the event that the Developer is unable to sell all of the apartments within the forty-eight (48) month period, the Developer shall have the right to conduct sales activities on the property until the closing of the sale of the last unsold apartment in the property provided that such sales activities are conducted in an unobtrusive manner which will not unreasonably interfere with the use, possession and aesthetic enjoyment of the property by the other apartment owners.

PURPOSES OF AND RESTRICTIONS ON USE OF BUILDINGS AND INDIVIDUAL APARTMENTS. Except when the holder of the first mortgage on an apartment has entered into possession of the apartment following (i) a default under its first mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, the apartments shall be occupied and used only as residential dwellings. The Association shall have the power to enact resolutions, rules and regulations, and have the power to amend and repeal the same from time to time, reasonably restricting and regulating the use of the apartments and the common elements; provided, that any such resolutions, rules or regulations shall be consistent with the terms of this Declaration, and the By-Laws.

The owners of the respective apartments shall have the absolute right to sell, lease, rent or otherwise transfer such apartments subject to all provisions of the Horizontal Property Act, the Declaration and the By-Laws attached thereto; provided, however, that no apartment owner may sell, lease, rent or otherwise transfer less than the entire apartment.

No apartment owner shall use his apartment or appurtenant limited common elements for any purpose which will injure the reputation of the property, or suffer anything to be done or kept in his apartment or elsewhere on the property which will (a) jeopardize the soundness of the property, or (b) interfere with or unreasonably disturb the rights of other owners and occupants, or (c) reduce the value of the property, or (d) increase the rate (unless such owner pays such increase) or result in the cancellation of fire insurance on the apartments or the contents thereof.

Neither the apartments in the Project nor any interest therein shall be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership" or "time-interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the Project rotates among

various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise.

OWNERSHIP OF TITLE: A Preliminary Title Report issued by Title Guaranty of Hawaii Incorporated, dated February 8, 1980 reflects that fee simple title to the property is vested in John Stuart Porter and Rachel Elsa Porter. The Developer reports that it is the purchaser of said property under an Agreement of Sale by and between John Stuart Porter and Rachel Elsa Porter, husband and wife, as Sellers and Developer as Purchaser, dated March 6, 1980 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14554 at Page 153.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report issued by Title Guaranty of Hawaii, Inc., dated February 8, 1980 states that title to the land is subject to the following encumbrances:

1. The restrictive covenants and conditions set forth in that certain Declaration dated August 22, 1960 and recorded in Liber 3910 at Page 490.

2. Mortgage dated May 23, 1978, by and between John S. Porter and Rachel E. Porter, husband and wife, as Mortgagor and Pioneer Federal Savings and Loan Association of Hawaii, a Federal corporation, as Mortgagee, recorded in Liber 12920 at Page 792.

3. For any taxes that may be due and owing, reference is made to the Office of the Tax Assessor, Second Division.

PURCHASE MONEY HANDLING: A specimen Condominium Deposit Receipt and Sales Agreement (hereinafter called "Sales Agreement") and the Escrow Agreement have been submitted to the Real Estate Commission as part of the registration. The Escrow Agreement dated February 29, 1980 identified Title Guaranty Escrow Services, Inc. as the escrow agent. Upon examination, the specimen Sales Agreement and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly with Section 514A-40, Section 514A-39 and Section 514A-63 through Section 514A-67. The provisions of the Sales Agreement and the Escrow Agreement should be carefully read by the purchasers. The specimen Sales Agreement filed as part of the registration recites the conditions under which the purchaser acknowledges receipt of the Public Report.

Among other provisions, the Escrow Agreement provides that the purchaser shall be entitled to a refund of his funds only if (a) seller asks Escrow to refund the purchaser's funds or (b) seller notifies Escrow of seller's rescission of the Reservation and Sales Agreement or (c) the conditions provided in Sections 514A-63, 514A-64 or 514A-66 of the Horizontal Property Act (as amended on the date the Sales Agreement becomes binding and effective) have been met and written notice thereof has been provided to the seller.

Among other provisions, the specimen Sales Agreement provides that:

(1) Reservation and Sales Agreements executed prior to the issuance of a Final Public Report for the project shall constitute a "reservation" and not a "binding contract" for the purchase of an apartment. Accordingly, the reservation may be cancelled and terminated at any time at the option of either party (and purchaser shall receive a refund) until such time as the purchaser and seller execute a confirmation letter agreeing to render the Reservation and Sales Agreement a binding contract. Therefore, the purchaser should be aware that the execution of a Reservation and Sales Agreement prior to the issuance of a Final Public Report does not necessarily mean that the purchaser will be able to purchase the apartment reserved for the price stated or on the other terms stated in the Reservation and Sales Agreement, or on any terms at all.

(2) The seller makes no warranties, express or implied, with respect to the apartment, the property, the project, or consumer products or other things installed or contained in the apartment, the property or the project, including but not limited to warranties or merchantability, habitability, workmanlike construction or fitness for a particular use. The purchaser acknowledges that he has been advised of his right to inspect the property prior to executing said Agreement. The existence of any defect in the property shall not excuse the purchaser's obligation to perform all of his obligations hereunder, it being understood that the property is being sold in its present condition, "as is", without any warranties.

(3) The seller may cancel the Sales Agreement and hold the purchaser in default if any material discrepancies are discovered between the financial information furnished by the purchaser and the purchaser's actual financial status. Seller may also cancel if the purchaser's application or eligibility for a mortgage loan is rejected or not given unqualified approval within sixty (60) days after application. If purchaser proposes to pay the purchase price in cash, and seller, in its sole discretion, after reviewing the written evidence submitted to it by purchaser, determines that seller is not satisfied as to purchaser's ability to make such cash payments, then seller may cancel the Sales Agreement. Seller may also cancel the Sales Agreement if the purchaser should die.

(4) Purchaser agrees for the sole benefit of seller that purchaser will not enter into any "rental pool" or similar agreement with any purchaser, lessee or owner of another apartment in the condominium project and/or any third party under which purchaser agrees to share expenses and/or rentals of apartments in the condominium project. This agreement of purchaser shall survive the issuance to purchaser of the apartment deed or sub-agreement of sale, if used, and shall bind purchaser's heirs, personal representatives, executors, administrators, successors and assigns during the term thereof. In the event of purchaser's breach of the agreement contained in this paragraph, the parties hereto understand and agree that the injury to seller will be uncertain as to nature and amount and difficult and expensive to ascertain. Therefore, in the event of a breach of said agreement by purchaser, the parties hereto agree that seller may obtain an injunction from any court of competent jurisdiction enjoining purchaser from breaching said agreement. Seller may, in

addition to obtaining injunctive relief, pursue any other remedy, including seeking damages caused by such breach, as are permitted in law or equity. All costs and expenses, including reasonable attorney's fees, incurred by seller in connection with a breach of said agreement by the purchaser, shall be borne by the purchaser.

(5) The purchaser will pay all closing costs, including but not limited to, the escrow fee, conveyance taxes, all acknowledgment fees, all appraisal fees, all filing costs, charges for purchaser's credit report, costs for drafting of the mortgage and notes, and any assignment thereof, and costs of any title insurance. All applicable mortgage costs shall be paid by purchaser, and purchaser shall pay the nonrefundable start-up fee for commencement of the operations of the project by the Association of Apartment Owners. Real property taxes, maintenance costs and other prorations shall be made, and risk of loss shall transfer from seller to purchaser on the scheduled Closing Date as defined in the specimen Sales Agreement. Purchaser shall execute all documents necessary for closing and deposit with escrow all funds other than proceeds of purchaser's first mortgage loan within ten (10) days after receiving written notice to pre-close. Pre-closing may commence at any time after the effective date of the Sales Agreement.

(6) Purchaser acknowledges and accepts that the property is subject to the provisions of that certain Declaration of Restrictive Conditions referred to in the Declaration and purchaser agrees that upon conveyance to him of said property by apartment deed or sub-agreement of sale, he shall at all times observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions set forth in said Declaration of Restrictive Conditions.

It is incumbent upon purchasers and prospective purchasers that they read with care the specimen Sales Agreement and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of the condominium units are placed in trust, as well as the retention and disbursement of funds.

PROHIBITION AGAINST RENTAL POOLS: No apartment owner or any other person or entity shall be a party to a rental pool or other similar arrangement concerning the property. "Rental pool" shall be defined as being any arrangement whereby an apartment owner shares revenue or income generated from the rental of an apartment or apartments other than those owned by said apartment owner in the property; provided, however, that no rental pool shall be found in the instance where the Association brings an action for foreclosure against any particular apartment owner pursuant to paragraph 12 of the Declaration and rent is collected from any such apartment owner, or where the Association obtains any apartment by successful bid at foreclosure and rents the same out on behalf of and for the benefit of all apartment owners.

COMPLIANCE WITH ORDINANCES, CODES, ETC: The existing structures located on the project are in compliance with all ordinances, codes, rules, regulations or other requirements in force at the time of its construction.

VARIANCES. No variances have been granted with respect to the existing structures of the project from any ordinance, code, rule, regulation or other requirements in force at the time of its construction or from any current ordinance, code, rule, regulation or other requirement.

APPURTENANT YARD AREAS. Each apartment owner, at his own expense, shall at all times repair and maintain the yard area appurtenant to his apartment. Notwithstanding any provision to the contrary, or by which a contrary intent may be inferred, the Association shall have no responsibility for the care, maintenance or upkeep of said appurtenant yard area, but shall have the right of access thereto, and an easement in favor of the Association is hereby granted, as may be necessary or appropriate for the operation of the property, or as may be necessary in the Board's sole discretion for the maintenance and upkeep of said appurtenant yard area in order that all of the provisions of the Declaration and the By-Laws be complied with.

Any expense incurred by the Association in connection with the care and/or maintenance of any particular appurtenant yard area shall be charged to the appropriate apartment owner and said apartment owner shall be responsible for said charge and shall promptly pay the same to the Association. All sums assessed by the Association but remaining unpaid in connection with the care and/or maintenance of any particular appurtenant yard area shall be subject to the same provisions governing unpaid common expenses, and the Association shall have, without limitation, all of the rights and remedies afforded said Association with respect to unpaid common expenses as provided in paragraph 12 of the Declaration, subject, however, to all procedural limitations and other requirements therein contained. No improvements visible from any exterior portion of the property shall be allowed in any appurtenant yard area other than neatly trimmed trees and shrubbery except with the prior written approval of the Board.

FENCES, WALLS, OTHER STRUCTURES. No fence, wall or other similar structure shall be erected on any appurtenant yard area or between appurtenant yard areas, except with the prior written approval of the plans thereof by the Board of Directors of the Association, which approval shall not be unreasonably withheld; provided, however, that the erection of any fence, wall or other similar structure shall not violate the terms and provisions of that certain Declaration dated August 22, 1980 and recorded in Liber 3910 at Page 490, referred to in Exhibit "A" attached to the Declaration. Each apartment owner shall, at his own expense, at all times repair and maintain any such wall, fence or other similar structure erected on any appurtenant yard area. Notwithstanding any provision herein contained to the contrary, or by which a contrary intent may be inferred, the Association shall have no responsibility for the care, maintenance or upkeep of any such fence, wall or other similar structure, but shall have a right of access thereto, and an easement in favor of the Association is hereby granted, as may be necessary or appropriate for the operation of the property, or as may be necessary in the Board's sole discretion for the repair, maintenance or upkeep of said fence, wall or other similar structure (a) in order that all of the provisions of the Declaration and the By-laws be complied with or (b) as

may be necessary to keep and maintain such fence, wall, or similar structure in a neat and attractive condition and in good order, repair and safe condition.

Any expense incurred by the Association in connection with the care and/or maintenance of any particular appurtenant fence, wall or other similar structure shall be charged to the appropriate apartment owners, and such owners shall be responsible for said charge and shall promptly pay the same to the Association. All sums assessed by the Association but remaining unpaid in connection with the care and/or maintenance of any particular appurtenant fence, wall or other similar structure shall be subject to the same provisions governing unpaid common expenses, and the Association shall have, without limitation, all of the rights and remedies afforded said Association with regard to unpaid common expenses as provided in paragraph 12 hereinabove, subject, however, to all procedural limitations and other requirements therein contained.

STATUS OF THE PROJECT: The Developer advises that the project is presently completed and the apartments are being used as rental units.

The purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the Notice of Intention submitted on March 20, 1980, and information subsequently filed as of May 7, 1980.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM PUBLIC REPORT is made a part of Registration No. 1275 filed with the Commission's Public Report. The paper stock used in making facsimiles must be yellow.



AH KAU YOUNG, Chairman
Real Estate Commission
State of Hawaii

DISTRIBUTION:

Department of Taxation
Bureau of Conveyances of the
State of Hawaii
Planning Department
County of Maui
Federal Housing Administration
Escrow Agent

Registration No. 1275

May 14, 1980

EXHIBIT "A"

Metes and Bounds Description of Appurtenant Yard Areas

Designation of Limited Common Element

Appurtenant to Apartment 119-A

Being a Portion of "Kula View"

Beginning at the Southeast corner of this limited common element, being also the Southwest corner of common element A as shown on the Condominium Map, the true azimuth and distance from the East corner of "Kula View" being 93° 45' 30" 129.83 feet, and running by azimuths measured clockwise from true South:

1. 93° 45' 30" 140.83 feet along Lot 18 of Kula Orchards (File Plan 679);
2. 182° 24' 6.05 feet along limited common element 119-B;
3. 273° 45' 30" 31.97 feet along common element C;
4. 187° 56' 30.54 feet along common element C;
Thence along common element C on a curve to the right with a radius of 48.00 feet, the chord azimuth and distance being:
5. 215° 53' 45.00 feet;
6. 243° 50' 3.99 feet along common element C;
7. 280° 43' 30" 55.21 feet along common element C;
8. 8° 00' 20.91 feet along common element C;
9. 278° 00' 3.50 feet along common element C;
10. 8° 00' 14.00 feet along common element C;
11. 278° 00' 6.50 feet along common element C;
12. 283° 56' 17.47 feet along common element C;
13. 3° 45' 30" 31.27 feet along common element A; to the point of beginning.

Designation of Limited Common Element

Appurtenant to Apartment 119-D

Being a Portion of "Kula View"

Beginning at the Northwest corner of this limited common element, being also the Northwest corner of "Kula View", and running by azimuths measured clockwise from true South:

1. 275° 53' 53.00 feet along Lot 20 of Kula Orchards (File Plan 679);
2. 5° 53' 43.24 feet along limited common element 119-E;
3. 93° 29' 17.21 feet along common element C;
4. 102° 29' 7.98 feet along common element C;
5. 117° 21' 30" 23.67 feet along common element C;
6. 12° 33' 30" 12.50 feet along common element C;
7. 93° 45' 30" 22.63 feet along limited common element 119-C;
8. 206° 48' 30" 51.00 feet along Land Court Application 342 to the point of beginning.

Designation of Limited Common Element

Appurtenant to Apartment 119-C

Being a Portion of "Kula View"

Beginning at the Southwest corner of this limited common element, being also the West corner of "Kula View", and running by azimuths measured clockwise from true South:

1. 206° 48' 30" 51.00 feet along Land Court Application 342;
2. 273° 45' 30" 22.63 feet along limited common element 119-D;
3. 12° 33' 30" 8.00 feet along common element C;
4. 265° 47' 7.00 feet along common element C;
5. 276° 25' 38.80 feet along common element C;
6. 329° 34' 13.75 feet along common element C;
7. 3° 45' 30" 26.83 feet along common element C and limited common element 119-B;
8. 93° 45' 30" 94.80 feet along Lot 18 of Kula Orchards (File Plan 679) to the point of beginning.

Designation of Limited Common Element

Appurtenant to Apartment 119-B

Being a Portion of "Kula View"

Beginning at the Southeast corner of this limited common element, being also the Southwest corner of limited common element 119-A, the true azimuth and distance from the East corner of "Kula View" being $93^{\circ} 45' 30''$ 270.66 feet, and running by azimuths measured clockwise from true South:

1. $93^{\circ} 45' 30''$ 118.70 feet along Lot 18 of Kula Orchards (File Plan 679);
2. $183^{\circ} 45' 30''$ 7.17 feet along limited common element 119-C;
3. $273^{\circ} 45' 30''$ 24.25 feet along common element C;
4. $186^{\circ} 13'$ 19.26 feet along common element C;
Thence along common element C on a curve to the right with a radius of 13.50 feet, the chord azimuth and distance being:
5. $230^{\circ} 17'$ 18.78 feet;
6. $274^{\circ} 21'$ 72.33 feet along common element C;
Thence along common element C on a curve to the right with a radius of 7.00 feet, the chord azimuth and distance being:
7. $318^{\circ} 22' 30''$ 9.73 feet;
8. $2^{\circ} 24'$ 31.76 feet along common element C and limited common element 119-A to the point of beginning.

Designation of Limited Common Element

Appurtenant to Apartment 119-E

Being a Portion of "Kula View"

Beginning at the Northeast corner of this limited common element, being also the Northwest corner of limited common element 119-F, the true azimuth and distance from the Northwest corner of "Kula View" being $275^{\circ} 53' 123.94$ feet, and running by azimuths measured clockwise from true South:

1. $5^{\circ} 53'$ 40.27 feet along limited common element 119-F;
2. $93^{\circ} 29'$ 71.00 feet along common element C;
3. $185^{\circ} 53'$ 43.24 feet along limited common element 119-D;
4. $275^{\circ} 53'$ 70.94 feet along Lot 20 of Kula Orchards (File Plan 679) to the point of beginning.

Designation of Limited Common Element

Appurtenant to Apartment 119-F

Being a Portion of "Kula View"

Beginning at the Northwest corner of this limited common element, being also the Northeast corner of limited common element 119-E, the true azimuth and distance from the Northwest corner of "Kula View" being $275^{\circ} 53' 123.94$ feet, and running by azimuths measured clockwise from true South:

1. $275^{\circ} 53'$ 116.49 feet along Lot 20 of Kula Orchards (File Plan 679);
Thence along common element C on a curve to the left with a radius of 40.16 feet, the chord azimuth and distance being:
2. $60^{\circ} 09' 55''$ 46.88 feet;
Thence along common element C on a curve to the right with a radius of 15.00 feet, the chord azimuth and distance being:
3. $58^{\circ} 57' 55''$ 17.00 feet;
4. $93^{\circ} 29'$ 64.90 feet along common element C;
5. $185^{\circ} 53'$ 40.27 feet along limited common area 119-E to the point of beginning.

END OF EXHIBIT "A"

