



REAL ESTATE COMMISSION
STATE OF HAWAII

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
PROFESSIONAL & VOCATIONAL LICENSING DIVISION

1010 Richards Street
P. O. Box 3469
Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

on

CAPTAIN COOK OCEAN VIEW

82-317 Hawaii Belt Road
Waipunaula, Captain Cook, Hawaii 96704

Registration No. 1584

Issued: June 16, 1988

Expires: December 16, 1988

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of June 8, 1988 and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

PRELIMINARY: (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.

FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
 Supersedes all prior public reports
 Must be read together with:

SUPPLEMENTARY: (pink) Updates information contained in the:
 Prelim. Public Report dated
 Final Public Report dated May 2, 1986
 Supp. Public Report dated

And Supersedes all prior public reports
 Must be read together with final public report dated May 2, 1986
 This report reactivates the final public report(s) which expired on December 2, 1987

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required Not Required -- disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

Since the issuance of the Commission's Final Public Report on CAPTAIN COOK OCEAN VIEW dated May 2, 1986, the Developer reports the following material changes to the project:

1. Development of Phase I containing 9 units in Building A has been completed, but the apartment sales has not been completed due to the lapse of the Final Public Report.

2. Development of Phase II, consisting of Buildings B and C containing 16 additional apartments as shown on Condominium Map No. 994, has commenced, and the Declaration of Horizontal Property Regime of CAPTAIN COOK OCEAN VIEW has been amended August 24, 1987 to reflect the additional units. The amendment is recorded in the Bureau of Conveyances in Liber 21057, Page 427, attached hereto as Exhibit "A".

3. The apartments contained in Buildings B and C are not part of this public report. A second supplementary public report incorporating said apartments shall be obtained prior to the sale of units in Buildings B and C. The information contained in this public report with respect to said apartments is for informational purpose only and is not to be deemed or construed as constituting issuance of the Commission's public report covering the sale of units in Buildings B and C.

THE ISSUANCE OF THIS SUPPLEMENTARY PUBLIC REPORT DATED _____, 1988 IS ONLY WITH RESPECT TO THE SALE OF UNITS IN PHASE I, BEING UNITS A101, A102, A103, A201, A202, A203, A301, A302, and A303.

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GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Horizontal Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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

Common elements are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called limited common elements and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged, or encumbered, and they may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Some condominium projects are leasehold. This means that the land or the land, building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owner/tenant) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements. The leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without a vote of the owners. Some of these actions may significantly impact the quality of life for all apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT
(cite to appropriate pages
in text of report)

Interest to be Conveyed to Buyer:

A fee simple interest in each Apartment and an appurtenant undivided percentage interest on the common elements for all purposes, including voting.

Type of Project:

1. New Building(s) Conversion
 Both New Building(s) and Conversion
2. Residential Commercial
 Mixed Residential and Commercial
 Other _____
3. High Rise (5 stories or more) Low Rise
4. Single or Multiple Buildings (only Building A is covered by this public report)
5. Apartment Description (ENTIRE PROJECT)

Apt. Type	Qty	BR/Bath	Net Living Area*	Lanai/Patio
<u>101</u>	<u>3*</u>	<u>2/1</u>	<u>866</u>	<u>60</u>
<u>102</u>	<u>2*</u>	<u>2/1</u>	<u>866</u>	<u>60</u>
<u>103</u>	<u>2*</u>	<u>2/1</u>	<u>866</u>	<u>60</u>
<u>201/301</u>	<u>6*</u>	<u>2/1</u>	<u>866</u>	<u>49.5</u>
<u>202/302</u>	<u>6*</u>	<u>2/1</u>	<u>866</u>	<u>49.5</u>
<u>203/303</u>	<u>6*</u>	<u>2/1</u>	<u>866</u>	<u>49.5</u>

Total Apartments: 25 *one apartment of each type is included in Building A covered by this public report.

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

6. Parking:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>25</u> (9 to Building A apartments)
Guest Stalls	<u> </u>
Unassigned Stalls	<u>9</u>
Extra Stalls Available for Purchase	<u> </u>
Other: _____	<u> </u>
Total Parking Stalls	<u>34</u>

7. Recreational amenities: NONE

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Captain Cook Mauka Development Co. Phone: 523-7021
Name (Business)
707 Richards Street, PH-1
Business Address
Honolulu, Hawaii 96813

Names of officers or general partners of developers who are corporations or partnerships:

Gerald Brown

Burton Sterman

Real Estate Sales Agent: Coldwell Banker Mike McCormack Realty Phone: 329-3545
Name (Business)
75-170 Hualalai Road, #B105
Business Address
Kailua-Kona, Hawaii 96740

Escrow: First American Title Co. of Hawaii Phone: 524-4050
Name (Business)
220 South King Street, 7th Floor
Business Address
Honolulu, Hawaii 96813

Managing Agent: KBR Management & Realty Phone: 329-8555
Name (Business)
P.O. Box 5260
Business Address
Kailua-Kona, Hawaii 96745

Attorney for Developer: Dinman, Nakamura, Elisha,
Nakatani & Neeley (Attn: Philip L. Lahne)
Name
707 Richards Street, PH-1
Business Address
Honolulu, Hawaii 96813

II. CREATION OF THE CONDOMINIUM;
CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Horizontal Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- A. Declaration of Horizontal Property Regime contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

Proposed
 Recorded — Bureau of Conveyances — Book 19348 Page 242
 Filed — Land Court — Document Number _____

Amendment date(s) and recording/filing information:

August 24, 1987, Book 21057, Page 427

- B. Condominium Map (File Plan) shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

Proposed
 Recorded — Bureau of Conveyance Condo Map No. 994
 Filed — Land Court Condo Map No. _____

Amendment date(s) and recording/filing information:

- C. Bylaws of the Association of Apartment Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded — Bureau of Conveyances — Book 19348 Page 268
 Filed — Land Court — Document Number _____

Amendment date(s) and recording/filing information:

D. House Rules. The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. 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.

The House Rules for this condominium are:

Proposed Adopted

Developer does not plan to adopt house rules.

E. Changes to Condominium Documents

Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. Apartment Owners: Minimum percentage of apartment owners who must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	—	<u> </u>

The percentages for individual condominium projects may be more than the minimum set by law.

2. Developer: The developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules:

See Exhibit "B"

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- Fee Simple: Individual apartments and the underlying land will be in fee simple.
- Leasehold or Subleasehold: Individual apartments and the underlying land will be leasehold.

The leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanations.

Lease Term Expires: _____
Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per
 Month Year.

Individual Apartments in Fee Simple, Underlying Land in Leasehold or Subleasehold:

The leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners – tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations.

Lease Term Expires: _____
Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per
 Month Year.

Other:

For Subleascholds:

Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is
 Cancelled Foreclosed.

As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is cancelled or foreclosed.

B. Underlying Land:

Address: 82-317 Hawaii Belt Road Tax Map Key: 8-2-3-17(3)
Captain Cook, Hawaii 96704 (TMK)

Address TMK is expected to change because _____

Land Area: 39,344 square feet acre(s) Zoning: CN 7.5

Fee Owner: American Trust Co. of Hawaii, Inc.
name as Trustee under Land Trust No. 90-01288
841 Bishop Street
address
Honolulu, Hawaii 96813

Sublessor: _____
name

address

C. Buildings and Other Improvements:

1. New Building(s) Conversion of Existing Building(s)
 Both New Building(s) and Conversion

2. Buildings: 3* Floors Per Building: 3
 Exhibit _____ contains further explanations.
*only Building A is covered by this public report.

3. Principal Construction Material:

- Concrete Hollow Tile Wood
 Other _____

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Industrial	_____
<input checked="" type="checkbox"/> Residential	<u>25*</u>	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input type="checkbox"/> Other:	_____		_____

*only the 9 apartments in Building A are covered by this public report.

5. Special Use Restrictions:

The Declaration, Bylaws, and House Rules may contain restrictions on the use and occupancy of apartments. Restrictions for this condominium project include but are not limited to:

- Pets: Dogs, cats, and other usual household pets in reasonable numbers.
- Number of Occupants: _____
- Other: _____
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 25 (only the 9 apartments in Building A are covered by this public report)

Elevators	<u>0</u>	Stairways	<u>6*</u>	Trash Chutes	<u>0</u>
			<u>*(2 in Building A)</u>		
<u>Apt. Type</u>	<u>Qty</u>	<u>BR/Bath</u>	<u>Net Living Area*</u>	<u>Lanai/Patio</u>	
<u>101</u>	<u>3*</u>	<u>2/1</u>	<u>866</u>	<u>60</u>	
<u>102</u>	<u>2*</u>	<u>2/1</u>	<u>866</u>	<u>60</u>	
<u>103</u>	<u>2*</u>	<u>2/1</u>	<u>866</u>	<u>60</u>	
<u>201/301</u>	<u>6*</u>	<u>2/1</u>	<u>866</u>	<u>49.5</u>	
<u>202/302</u>	<u>6*</u>	<u>2/1</u>	<u>866</u>	<u>49.5</u>	
<u>203/303</u>	<u>6*</u>	<u>2/1</u>	<u>866</u>	<u>49.5</u>	

*One apartment of each type is included in Building A covered by this public report.
 *Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

Other documents and maps may give floor area figures which differ from those above because a different method of determining floor area may have been used.

Boundaries of Each Apartment:

See Final Public Report dated May 2, 1986.

Permitted Alterations to Apartments:

See Final Public Report dated May 2, 1986.

7. Parking Stalls:

Total Parking Stalls: 34

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)	<u> </u>	<u>23</u>	<u> </u>	<u>2</u>	<u> </u>	<u> </u>	<u>25*</u>
Guest Unassigned	<u> </u>	<u>2</u>	<u> </u>	<u>7</u>	<u> </u>	<u> </u>	<u>9</u>
Extra Available for Purchase	<u> </u>						
Other:	<u> </u>						
Total Covered & Open	<u>25</u>		<u>9</u>		<u> </u>		

Each apartment will have the exclusive use of at least 1 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

Commercial parking garage permitted in condominium project.

Exhibit _____ contains additional information on parking stalls for this condominium project.

* 9 assigned to apartments in Building A covered by this public report.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute

Other: _____

9. Present Condition of Improvements

(For conversions of residential apartments in existence for five years):

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

b. Compliance with Building Code and Municipal Regulations; Cost to Cure Violations

10. Conformance to Present Zoning Code

a. No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u> X </u>	<u> </u>	<u> </u>
Structures	<u> X </u>	<u> </u>	<u> </u>
Lot	<u> X </u>	<u> </u>	<u> </u>

If a variance has been granted or if uses, improvements, or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: - Common Elements are those parts of the condominium project intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit C describes the common elements.

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which may use them are:

described in Exhibit _____

as follows:

1. The corridors, stairways and other Common Elements contained in each of the buildings shall constitute Limited Common Elements appertenant to the Apartments located therein.

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

Exhibit _____ describes the common interests for each apartment.

as follows: 4%

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property.

Exhibit G describes the encumbrances against the title contained in the title report dated May 24, 1988.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[] There are no blanket liens affecting title to the individual apartments.

[X] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Mortgage - First Interstate Bank of Hawaii	Foreclosure
Mortgage - First Interstate Bank of California	Foreclosure

F. Management of the Common Elements: The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial managing agent for this condominium is:

[X] not affiliated with the Developer.

[] the Developer or the Developer's affiliate.

[] other _____

G. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and 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 to each apartment.

Exhibit D contains a schedule of maintenance fees and maintenance fee disbursements.

H. Utility Charges for Apartments:

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Television Cable |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Water & Sewer |
| <input type="checkbox"/> Other _____ | |

I. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

Two years from date of recordation of first apartment conveyances.

2. Appliances:

manufacturers' warranties

J. Status of Construction and Estimated Completion Date:

Phase 1 (Building A) completed (Notice of Completion published)
Phase 2 (Buildings B & C) substantially completed (Not covered by
public report)

K. Project Phases:

The developer has has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's Present Plans for Future Development:

Phase 2 (Buildings B and C) substantially completed (not covered by
this public report)

L. Sales Documents Filed with the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

Notice to Owner Occupants

Specimen Sales Contract

Exhibit E contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated January 11, 1984

Exhibit F contains a summary of the pertinent provisions of the escrow agreement.

Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

The amendment to the Declaration of Horizontal Property Regime of Captain Cook Ocean View dated August 24, 1987, filed in the Bureau of Conveyances of the State of Hawaii in Liber 21057, Page 427, was adopted pursuant to the authority granted by Paragraph A of the Declaration in order to reflect the development of the second and final phase of the project consisting of Building B, containing nine (9) apartments and Building C, containing seven (7) apartments, as shown on Condominium Map No. 994. No public report has been issued with respect to the sales of apartments in Buildings B and C, however, Buildings B and C have been substantially completed and the developer intends to obtain a public report covering those apartments immediately upon the publication of the owner's notice of completion for Buildings B and C pursuant to Hawaii Rev. Stat. Chapter 507. All information in this public report which in any manner refers to or reflects the construction of the apartments in Buildings B and C is for informational purposes only and is not intended to be deemed or construed as constituting the issuance of a public report covering the apartments in Buildings B and C. Except as expressly noted in this public report, the information contained in the final public report dated May 2, 1986 remains unchanged. The developer's updated estimate of initial maintenance fees and maintenance fee disbursements is set forth in Exhibit "D".

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

1. The Developer delivers to the buyer a copy of:
 - a. Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report;
AND
 - b. Any other public report issued by the Commission prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
2. The buyer is given an opportunity to read the report(s); and
3. One of the following has occurred:
 - a. The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - b. Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - c. The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Horizontal Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other _____

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS and Hawaii Administrative Rules Chapter 16-107) are available at the Department of Commerce and Consumer Affairs.

This Public Report is a part of Registration No. 1584 filed with the Real Estate Commission on February 18, 1986.

Reproduction of Report. When reproduced, this report must be on:

yellow paper stock white paper stock pink paper stock

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary Public Report is issued or unless the Commission issues an order extending the effective period for the report.

Supplementary Public Reports expire on the expiration date given on the front of the report.



GLORIA DAMRON, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Bureau of Conveyances
Department of Finance, County of Hawaii
Planning Department, County of Hawaii
Federal Housing Administration
Escrow Agent

Building C, containing 7 apartments, as shown on the Condominium Map and as described in Exhibit "B" to the Declaration, without the consent of any apartment owner, lien holder, or other person;

NOW, THEREFORE, the Owner hereby amends the Declaration as follows:

AMENDMENT NUMBER ONE

Paragraph B on page 8 of the Declaration is deleted in its entirety and replaced with the following:

B. DESCRIPTION OF PROPERTY

1. Description of Buildings. The Apartments shall be contained in three (3) multi-family structures which shall have three stories, no basement, and shall be constructed principally of wood, concrete, glass, and related building materials. Buildings A and B shall have three apartments per floor. Building C shall have one apartment on the first floor and three apartments on each of the second and third floors.

2. Description of Apartments. Twenty-five (25) freehold estates are hereby designated in the spaces within the perimeter walls, floors, and ceilings of the twenty-five (25) apartments of the Project (hereinafter referred to as the "Apartments").

Each of the Apartments has two bedrooms, a living room, dining area, and utility area, and contains a net living area, measured from the interior surface of the Apartment perimeter walls, of approximately 866 square feet. The lanai of each first floor apartment (A101, A102, A103, B101, B102, B103, and C103) has an area of approximately 60 square feet. The lanai of each second and third floor apartment (A201, A202, A203, A301, A302, A303, B201, B202, B203, B301, B302, B303, C201, C202, C203, C301, C302, and C303) has an area of approximately 49.5 square feet.

Each second and third floor Apartment has immediate access to the corridor which runs past its entrance. The entrances of the first floor apartments open directly onto the Project grounds. The number, location and type of each Apartment, along with the floor on which each Apartment is located, is set forth in Exhibit "B", attached hereto and made a part hereof.

3. Limits of Apartments. The respective Apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, interior load-bearing walls, floors, and ceilings surrounding each Apartment, or any pipes, wires, conduits, or other utility or service lines running through the Apartments which are utilized for or serve more than one Apartment, the same being deemed

common elements of the Project (hereinafter called the "Common Elements"), as hereinafter provided. Each Apartment shall include the lanai adjacent thereto. As used herein, "lanai" shall be deemed to mean and include the finished surface of the lanai and the space contained within the lanai. Each Apartment shall also include all of the walls and partitions which are not load-bearing within the perimeter walls, the inner decorated or finished surfaces of all walls, floors, and ceilings, and the appliances and fixtures originally installed therein. Each Apartment shall also include all doors, door frames, windows and window frames located therein or appurtenant thereto.

AMENDMENT NUMBER TWO

Paragraph D on page 10 of the Declaration shall be deleted in its entirety and replaced with the following:

D. LIMITED COMMON ELEMENTS. Certain parts of the Common Elements shall constitute Limited Common Elements set aside and reserved for the exclusive use of certain Apartments which shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements. The Limited Common Elements so set aside and reserved shall be as follows:

1. The corridors, stairways, and other Common Elements contained in each of the buildings shall constitute Limited Common Elements appurtenant to the Apartments located therein.

2. An exclusive easement for the use of one parking stall shall be appurtenant to each Apartment as set forth in Exhibit "C" attached hereto and incorporated herein and as shown on the Condominium Map.

AMENDMENT NUMBER THREE

The Declaration is amended by incorporating therein as Exhibit "C" the designation of parking stall easements appurtenant to each Apartment attached hereto as Exhibit "1".

In all other respects, the Declaration is hereby ratified and affirmed and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This instrument is executed by AMERICAN TRUST CO. OF HAWAII, INC., not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and

agreed that nothing herein contained shall be construed as creating any liability on the part of the Trustee.

IN WITNESS WHEREOF, the Owner has executed these presents this _____ day of AUG 24 1987, 1987.

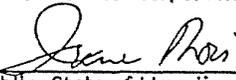
AMERICAN TRUST CO. OF HAWAII,
INC., as Trustee under Land
Trust No. 90-01288, and not
personally.

By  _____
Its Senior Vice-President

By  _____
Its Vice-President

STATE OF HAWAII)
) SS.
CITY & COUNTY OF HONOLULU)

On this _____ day of _____, 19_____, before me personally appeared CAROL MON LEE and RAY G. DIX to me personally known, who, being by me duly sworn, did say that they are the Senior Vice-President and President of AMERICAN TRUST CO. OF HAWAII, INC., a Hawaii Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said CAROL MON LEE and RAY G. DIX acknowledged the instrument to be the free act and deed of said corporation.



Notary Public, State of Hawaii
My commission expires: 3/2/09

EXHIBIT "C"

<u>Apartment Number</u>	<u>Parking Stall</u>
A101	11
A102	12
A103	13
A201	14
A202	15
A203	4
A301	5
A302	6
A303	7
B101	
B102	28
B103	29
B201	30
B202	31
B203	32
B301	33
B302	23
B303	22
C103	21
C201	17
C202	18
C203	19
C301	20
C302	10
C303	9
	8

EXHIBIT 1

EXHIBIT B

OWNER'S OPTIONS TO CONSTRUCT ADDITIONAL APARTMENTS,
TO CONSOLIDATE OR MERGE INCREMENTS, TO WITHDRAW AREAS,
AND TO GRANT EASEMENTS AND RIGHTS OF WAYS.

1. Incremental Development. The Owner is developing the property in separate increments. The plan of incremental development is as follows:

(a) Initial Increment: The initial increment shall consist of one (1) building, being building A as shown on the Condominium Map. A total of nine (9) apartments shall be included within building A.

(b) Subsequent Increments: The subsequent increment shall add two (2) apartment buildings, those being buildings B, containing 9 apartments, and C, containing 7 apartments, as shown on the Condominium Map.

2. Rights Reserved to Owner with Respect to the Construction of any Subsequent Increment. Subject to the provisions of the Declaration and in furtherance of the rights reserved to the Owner, the Owner, its contractors and subcontractors, and their respective employees and agents, shall have the right and an easement in favor of the Owner and its assigns is hereby granted at any time, and from time to time prior to December 31, 1995, to enter upon and use the common elements of the property and do all things reasonably necessary, desirable, or useful for designing, developing, constructing, or completing any subsequent increment, connecting the same to the utility installations of the Project, and selling the apartments contained within such subsequent increments, upon and subject to the following terms and conditions:

(a) Any subsequent increment, if constructed, shall be constructed in accordance with plans and specifications prepared by a licensed architect; provided, however, that such plans and specifications shall not require the alteration or demolition of any existing apartments of the initial increment;

(b) The Owner shall have the right to add, delete, relocate, realign, reserve, and grant all easements and rights-of-way, and to otherwise make alterations in and use the common elements of the Project for such development and construction, and to designate limited common elements over, under and on said common elements, as may be necessary or desirable with respect to the construction or use of any subsequent increment, including

but not limited to easements and rights-of-way for utilities, cesspools, sanitary and storm sewers, sewage treatment plants, refuse disposal, driveways, parking areas and roadways; provided, that such easements, rights-of-way, and limited common elements shall not be located on or within any existing apartment building on the Project and, upon completion, shall not unreasonably and materially impair the use of any existing apartment;

(c) Every apartment owner and all holders of liens affecting any of the apartments in the Project and each and every other party acquiring an interest in the Project or any part thereof, by acquiring such apartment, lien or other interest, consents to and agrees that he or she shall, if required by law or by the Owner, join in, consent to and execute all instruments and documents necessary or desirable to effect the granting of easements, rights-of-way, and/or the designation of limited common elements; and

(d) The Owner, its contractors and subcontractors, and their respective employees and agents, shall not cause any interruption other than a temporary interruption in the service of utilities to the Project and shall use reasonable efforts without additional cost to the Owner and consistent with maintaining the progress of the design, development, construction, and completion of any additional increments, and the sale of apartments contained therein, so as to minimize interference with the apartment owners' use and enjoyment of the Project.

3. Consolidation or Merger and Consequences of Consolidation or Merger. At any time or times prior to December 31, 1995, the Owner reserves the right at any time and from time to time without being required to obtain the joinder or consent of any apartment owner, lien holder or other person, to consolidate or merge the initial increment and any subsequent increments or any portion thereof as though they had been developed as a single project. The Owner may effect such consolidation or merger as follows:

(a) Consolidation by Amendment. Each such consolidation or consolidations shall take effect upon the recording in the Bureau of Conveyances of the State of Hawaii of the following documents:

(1) An Amendment to the Declaration consolidating the increments and setting forth at least: (a) a description of the additional buildings, stating the number of stories and basements, the number of apartments and the principal materials used in the construction thereof, (b) the apartment number of each additional apartment, and a statement of its location, approximate area, number of rooms, immediate common

elements to which it has access, designated parking stall if considered a limited common element, and any other data necessary for its proper identification, (c) a description of any additional common elements, (d) a description of any additional or newly designated limited common elements, if any, stating to which apartments their use is reserved, (e) the undivided percentage interest appurtenant to each apartment in the consolidated increments, (f) any easements relevant to the consolidated increments not already provided for in the Declaration, (g) a statement of the purposes for which the additional buildings and each of the additional apartments are intended and restricted as to use, if different from the provisions of the Declaration, and (h) such other matters as the Owner deems necessary or appropriate or as are required by law to effectuate the consolidation of the increments and/or the operation of the property as a single condominium project.

(2) If necessary, an Amendment to the Condominium Map showing a composite site plan for the consolidated increments and such additional or amended floor plans and elevations as may be necessary or appropriate, together with the verified statement of a registered architect or professional engineer, in the manner required by Section 514A-12 of the Act, that the amendment to said Condominium Map is an accurate copy of portions of the plans of the building or buildings for the new increment or increments being consolidated as filed with and approved by the county officer having jurisdiction over the issuance of permits for the construction of buildings. Notwithstanding anything to the contrary hereinabove provided, if any such consolidation is effected prior to the "date of completion" as defined in Section 507-43, Hawaii Revised Statutes, or the date of occupancy of the projects as consolidated, the certification need not contain a statement by the architect or engineer that the plans fully and accurately depict the layout, location, apartment numbers, and dimensions of the apartment as built, pursuant to said Section 514A-12 of the Act; provided that upon completion or occupancy of such increment the Owner shall have the right to further amend the Declaration to file the "as-built" verified statement for such increment in accordance with Paragraph P of the Declaration.

(b) Merger by Declaration. Each such merger or mergers shall take effect upon the recording in the Bureau of Conveyances of the State of Hawaii of the following documents:

(1) A Declaration of Horizontal Property Regime and By-Laws for the project comprising the additional increment in form and substance substantially conforming with the Declaration and the attached By-Laws except for the description of buildings, apartments, common elements, limited common elements, and common interests appurtenant to each apartment, changes required by law or any institutional mortgagee, and such

other items therein contained which are clearly repugnant to the establishment of a condominium project with respect to any subsequent increment.

(2) If necessary, a Condominium Map showing a site plan for the additional increment, a composite site plan for the merged projects, and any floor plans and elevations as may be necessary or appropriate, together with a verified statement of a registered architect or professional engineer, in the manner required by Section 514A-12 of the Act, that said Condominium Map is an accurate copy of portions of the plans of the buildings for the additional increment as filed with and approved by the county officer having jurisdiction over the issuance of permits for the construction of buildings. Notwithstanding anything to the contrary hereinabove provided, if such Condominium Map is filed in the Office of the recording officer prior to the "date of completion" as defined in Section 507-43, Hawaii Revised Statutes, or the date of occupancy of the project being merged, the certification need not contain a statement by the architect or engineer that the plans fully and accurately depict the layout, location, apartment numbers and dimensions of the apartment as built, pursuant to said Section 514A-12 of the Act; provided that upon completion or occupancy of such additional increment the Owner shall have the right to further amend the Declaration to file the "as-built" verified statement for such increment in accordance with Paragraph P of the Declaration.

(3) An Amendment to the Declaration merging the projects and setting forth at least the undivided percentage interest appurtenant to each apartment in the merged projects and such other matters as the Owner deems necessary or appropriate.

(c) The Owner's Rights for Effecting Merger or Consolidation. In the event there has been a prior consolidation of or merger of increments, the references in paragraphs (a) and (b) above to this "Declaration", and to "the Condominium Map" shall respectively mean and include the increments having been previously consolidated and/or merged, and the aforesaid Declaration, Condominium Map, Amendments to Declaration, and Amendment to Condominium Map for the previously consolidated or merged increments.

The Owner reserves the right to modify the present plan of incremental development by varying the mix and/or number of apartments in any succeeding increment; by modifying, deleting, and/or adding apartment types; and by modifying, deleting, and/or adding types of common elements.

The Owner expressly reserves the right to so amend the Declarations and Condominium Maps as provided in paragraphs (a) and (b) above at any time or times prior to December 31, 1995,

notwithstanding the lease, sale, or conveyance of any or all of the apartments in any of the increments being consolidated/merged, and the Owner may, without being required to obtain the consent or joinder of any apartment owner, lien holder, or other persons, execute and file amendments to the Declaration and Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers, or privileges reserved to the Owner. Any such action shall be deemed to be taken by the Owner as the true and lawful attorney-in-fact of the respective apartment owners. Each and every party acquiring an interest in the Project, by such acquisition, consents to all such consolidations and/or mergers of increments, and to the recording of such documents as may be necessary to effect the same; agrees to execute such documents and to do such other things as may be necessary or convenient to effect the same; and appoints the Owner and its assigns as his or her attorney-in-fact with full power of substitution to execute such documents and to do such things on his or her behalf, which grant such power, being coupled with an interest, is irrevocable for the term of said reserved rights and shall not be affected by disability of any such party. Each and every person also acknowledges, accepts, and agrees that construction and sales activity for succeeding increments may continue on the property submitted to the Declaration, as well as adjacent property, after he or she has taken occupancy in the Project, that such activity or activities may result in noise, dust, or other annoyances to him or her, and waives any rights, claims or actions he or she may have or acquire against the Owner, its contractors, subcontractors, and their respective agents and employees as a result of such activity or activities.

(d) Consequences of Consolidation or Merger. The Owner is under no obligation to develop any increment subsequent to the initial increment or to merge any additional apartments or buildings, increment, if constructed. However, if the Owner should, in its sole discretion, elect to develop any subsequent increment, upon the recording of the necessary amendments or other documents as hereinabove provided, the complete increments shall be either consolidated or merged, as appropriate, and in such event the following consequences shall ensue (unless otherwise noted, the following applies to increments added by either consolidation or merger):

(1) In the event that the increments are consolidated in the manner provided in subparagraph (a) above, the Declaration, the By-Laws and the House Rules promulgated thereunder, as any of them may be amended from time to time, shall be the Declaration, By-Laws, and House Rules applicable to the consolidated increments from the time such consolidation

takes effect and said increment shall become a part of the Horizontal Property Regime hereby created.

(2) In the event that the increments are developed as separate projects and merged in the manner provided in subparagraph (b) above, the Declaration and By-Laws, as amended, shall collectively be the surviving Declaration and By-Laws applicable to the merged projects, but if any conflict between such sets of documents arises, the Declaration and the By-Laws shall control.

(3) The Owner shall for all purposes be deemed the owner of the newly consolidated/merged apartments and the undivided percentage interests and other rights and easements appurtenant to such apartments from the time the consolidation/merger takes effect until the apartments have been conveyed to other parties.

(4) The apartments in each of the increments shall have the right to use the common elements of all of the consolidated/merged increments to the same extent and subject to the same limitations as are imposed upon an apartment in each increment just as though the consolidated/merged increments had been developed as one project.

(5) Each apartment shall have approximately the same net floor area as all other apartments in the Project, and each apartment shall have appurtenant thereto an undivided percentage interest in the common elements of all of the consolidated/merged increments which is equal to the undivided percentage interest in said common elements appurtenant to all other such apartments, as set forth in further detail in Paragraph F below. Each apartment's undivided percentage interest shall constitute such apartment's proportionate share in the common elements and profits and common expenses of the consolidated/merged increments, as well as such apartment's proportionate representation for all other purposes, including voting in the consolidated/merged increments; provided, however, that the apartments in any new increment being consolidated or merged into an existing and completed increment shall not be assessed nor shall they have any obligation with respect to debts or obligations for such completed increment incurred prior to the issuance of a temporary or permanent certificate of occupancy for the new increment. Further, any long-term funds accumulated for the purpose of major repairs and replacements in any existing increment prior the issuance of a temporary or permanent certificate of occupancy for a new increment being consolidated or merged with such existing increment shall remain intact in a separate account for such existing increment or otherwise isolated and identified as pertaining only to the existing increment and shall be expended solely for such purposes before

funds from any other source are so expended and the interest in such reserve funds of each apartment owner in that increment shall be equal to his or her undivided percentage interest prior to that consolidation/merger, and such interest shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed with such apartment even though not expressly mentioned or described in the instrument of conveyance. Other reserve funds shall be consolidated and maintained as a single fund for the consolidated/merged increments. If necessary so that the interest in such other reserve funds attributable to each apartment in the consolidated/merged increments shall be equal to that apartment's percentage undivided interest in the consolidated/merged increments, the Board shall make adjustments to the account of each apartment owner by (a) refund in whole or in part; and/or (b) credit in whole or in part against future assessments; and/or (c) special assessments or series of assessments; and/or (d) any other means consistent with generally accepted accounting principles; provided, however, that the Board shall make such adjustments without charging any apartment owner a special assessment for reserves in any one month which exceeds more than twenty percent (20%) of the monthly assessment for other common expenses, after excluding any assessment for reserves.

(6) There shall be only one Association of Apartment Owners, one Board of Directors, one Managing Agent, and one common fund (except as provided in subparagraph (5) above), in the manner provided for in the By-Laws.

(7) Notwithstanding any provision in any document, within sixty (60) days following each consolidation or merger and the recording of the necessary documents to effect the same, a special meeting of the single association of owners of all of the consolidated/merged increments shall be held to elect a new Board of Directors to replace the existing Board of Directors. The procedure for calling and holding such meeting shall be as provided in the By-Laws.

(8) All successively consolidated/merged increments shall also take the name "Captain Cook Ocean View".

In the event that any two or more increments are developed simultaneously, the initial Managing Agent designated by the Owner shall be the same for all such increments. Any employment contract for the Managing Agent shall provide: (1) that the Managing Agent shall act for the consolidated/merged increments on the same terms and conditions and for the same or a lesser fee per apartment, subject to termination, however, upon the affirmative vote to terminate of a majority of the apartment owners of the consolidated/merged increments at the first annual meeting of the Association of the consolidated/merged increments;

and (2) that if at the time of any consolidation/merger and the recording of the necessary documents to effect the same, the Managing Agent should be unable or unwilling to act as the managing agent for the consolidated/merged increments, such contract shall automatically terminate; provided, however, that the Managing Agent shall continue in its capacity as the managing agent for such period, not exceeding sixty (60) days, as determined in the sole discretion of the Board to be necessary to effect an orderly transition of duties and authority to the new managing agent.

4. Succession. The rights reserved by the Owner shall inure to the benefit of the Owner, its successors and assigns.

THE DEVELOPER HAS ELECTED TO CONSOLIDATE THE INITIAL AND SUBSEQUENT INCREMENTS PURSUANT TO PARAGRAPH 3(a), ABOVE, BY AMENDMENT TO THE DECLARATION DATED AUGUST 24, 1987 AND RECORDED IN THE BUREAU OF CONVEYANCES IN LIBER 21057, PAGE 427.

EXHIBIT "C"

COMMON ELEMENTS. One freehold estate is designated in all of the portions of the Project other than the Apartments (hereinafter referred to as the "Common Elements"), which shall include the limited Common Elements described below (hereinafter referred to as "Limited Common Elements"). The Common Elements shall include without limitation the following:

1. The Land in fee simple.
2. All foundations, floor slabs, columns, gird-ers, beams, supports, unfinished perimeter walls, and load-bearing walls, and other structural members.
3. All yards, grounds, landscaping, planters, fences, mailboxes, and refuse facilities.
4. All ducts, sewer lines, electrical equipment, gas tanks, pipes, wiring, and other central and appurtenant transmission facilities which serve more than one Apartment for services such as power, light, water, gas, refuse, and the transmission of telephone, radio, and television signals.
5. The sewage treatment plant.
6. All roadways, sidewalks, and driveways which are rationally intended for common use.
7. The twenty-seven uncovered, regular-sized parking stalls and the seven uncovered, compact-sized parking stalls, as shown on the Condominium Map.
8. Any and all other apparatus and installations of common use and all other parts of the Project necessary of convenient to its existence, maintenance, or safety, or normally in common use.

Designation of additional areas to be Common Elements, or subject to common expenses as defined in Article V, Section 3 of the By-Laws, shall require the approval of ninety percent (90%) of the owners of Apartments (hereinafter referred to as the "Apartment Owners") or such other percentage as shall from time to time be established by the Horizontal Property Act; provided, however, that no such approval shall be required with respect to the addition of additional increments, as provided above.

LIMITED COMMON ELEMENTS. Certain parts of the Common Elements shall constitute Limited Common Elements set aside and reserved for the exclusive use of certain Apartments which shall have appurtenant thereto exclusive easements for the use of such

Limited Common Elements. The Limited Common Elements so set aside and reserved shall be as follows:

1. The corridors, stairways, and other Common Elements contained in each of the buildings shall constitute Limited Common Elements appurtenant to the Apartments located therein.

2. An exclusive easement for the use of one parking stall shall be appurtenant to each Apartment as set forth in Exhibit "C" to the Declaration, as amended, and as shown on the Condominium Map.

EXHIBIT D

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months =	<u>Yearly Total</u>
All	81.48	977.76

[X] Revised on May 10, 1988

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

Estimate of Maintenance Fee Disbursements:

	<u>Monthly</u> x 12 months =	<u>Yearly Total</u>
Utilities and Services	\$ 450.00	\$5,400.00
Air Conditioning		
Electricity		
<input type="checkbox"/> common elements only		
<input type="checkbox"/> common elements and apartments		
Gas		
Refuse Collection	160.00	1,920.00
Telephone	25.00	300.00
Water and Sewer	300.00	3,600.00
Maintenance, Repairs and Supplies		
Building	60.00	720.00
Grounds	50.00	600.00
Management		
Management Fee	300.00	3,600.00
Payroll and Payroll Taxes		
Office Expenses	25.00	300.00
Insurance	227.00	2,724.00
Reserves	225.00	2,700.00
Taxes and Government Assessments	15.00	180.00
Audit Fees	25.00	300.00
Other		
Legal	50.00	600.00
Miscellaneous	125.00	1,500.00
TOTAL	\$2,037.00	\$24,444.00

I/We, Captain Cook Mauka Development Co., Inc., as developer for the condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

CAPTAIN COOK MAUKA DEVELOPMENT CO., INC.

By Gerald Beon
Its President

Date: 5/10/88

EXHIBIT E

SUMMARY OF SALES CONTRACT: The long form specimen Sales Contract contains, among other things, the following provisions:

1. NO INTEREST ON DEPOSITS. Any and all interest received by the Developer and/or the Escrow Agent on the purchaser's payments shall become the sole property of the Developer, pursuant to the provisions of Sections 402-8 and 449-16.5 of the Hawaii Revised Statutes, provided that such interest shall be payable to the Buyer in the case of a purchase financed by an FHA or VA guaranteed loan.

2. WARRANTIES. The execution, delivery, and recordation of the purchaser's apartment deed shall constitute the assignment by the Developer to the purchaser of any and all warranties given to the Developer by the general contractor for the Project, and by any subcontractors or materialmen, including, but not limited to guarantees of materials and workmanship against faulty or deficient materials and installation for a period of one (1) year after "substantial completion" of the apartment, as that term shall be defined in the construction contract for the Project, and the benefit of such warranties shall accrue to the purchaser on the "designated date of occupancy", as defined in the Sales Contract, without further instruments or documents. The purchaser shall also have the direct benefit of any manufacturers' or dealers' warranties covering the appliances and furnishings in the purchaser's apartment. The Developer does not adopt the general contractors', subcontractors', or manufacturers' warranties, if any, and the Developer shall not act as co-warrantor, but shall merely pass on to the purchaser the benefit of such warranties, if any.

In addition to the above, the Developer shall warrant each apartment for one (1) year from the date of recordation of the purchaser's apartment deed at the Bureau of Conveyances of the State of Hawaii or the date of occupancy of such apartment, whichever occurs first. The Developer shall warrant the common elements for two (2) years from such time as apartments to which sixty percent (60%) of the votes in the Association appertain have been transferred to owners other than the Developer. The above described Developer's warranties shall be limited to items reasonably requiring the repair, renovation, restoration, or replacement of any of the components of the apartments or the common elements. Maintenance of the apartments or the common elements shall not be covered by the Developer's warranty.

EXCEPT AS OTHERWISE PROVIDED ABOVE, DEVELOPER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE APARTMENT, COMMON ELEMENTS, APPLIANCES, FURNISHINGS, OR ANYTHING INSTALLED IN OR UPON THE APARTMENT OR THE PROJECT, OR USED IN CONNECTION

WITH THE APARTMENT OR THE PROJECT IN ANY MANNER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMAN-LIKE CONSTRUCTION, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. TIME IS OF THE ESSENCE. Time is of the essence with regard to each of the terms of the Sales Contract, and if Buyer shall default in any payment when due, or fail to perform any other obligation required of the Buyer thereunder, Seller may notify Buyer in writing of such default and if such default shall not be cured within five (5) days after receipt of such notice, Seller may, at Seller's option, terminate the Sales Contract by written notice to Buyer. In such event, all sums paid by Buyer thereunder shall belong absolutely to Seller as liquidated damages, or at Seller's option, Seller may pursue any other remedies in law or in equity for specific performance, damages, or otherwise, and all costs, including reasonable attorneys' fees, incurred by reason of default by Buyer shall be borne by Buyer.

4. MODIFICATION OF DOCUMENTS. Seller reserves the right to modify the Declaration, the By-Laws, and the Deed as may be required by law, by any title insurance company, or by any institutional mortgagee, provided that no such modification shall:

- (a) increase Buyer's share of Common Expenses;
- (b) increase the cost of the Apartment;
- (c) require substantial physical change of the Apartment;
- (d) reduce the obligation of Seller for Common Expenses on the other Apartments; or
- (e) substantially impair or modify any of Seller's obligations to Buyer.

Seller further reserves the right to make minor changes to the Apartment or to the other Apartments and to the Common Elements. However, except as provided in the Declaration, no changes shall be made which affect the physical location or design of the Apartment, change the number of apartments in the Project, or substantially change its exterior appearance.

EXHIBIT F

SUMMARY OF ESCROW AGREEMENT: An escrow agreement (hereinafter called the "Escrow Agreement") detailing the manner in which purchasers' funds are to be handled, has been executed and a copy thereof has been filed with the Commission. The Escrow Agent is First American Title Company, a Hawaii corporation. The escrow agreement, among other things, contains the following provisions:

Sales Contracts. Seller will have each purchaser sign a Reservation Agreement, Deposit Receipt, and Sales Contract (the "Sales Contract").

All Deposits Will be Paid to Escrow.

a. Payments. Seller will turn over the purchasers' initial deposits to Escrow. All other payments to be made by the purchasers are required to be paid to Escrow. This includes any loan payments from purchasers' lenders.

b. Collection Notices. Seller will notify Escrow when a payment is due under the Sales Contracts. Escrow shall then give written notice to the purchasers and call for such payments to be made to Escrow.

What Will Happen to Purchasers' Deposits. Escrow will accept purchasers' deposits and payments and will hold them or pay them out according to this Escrow Agreement.

a. Deposit in a Trust Fund. Escrow will deposit all of the money from the purchasers in a special savings account (the "Trust Fund") with a federally insured Hawaii bank (the "Bank"). The Trust Fund will pay interest at the passbook rate. As stated in the Sales Contracts the Seller will get all of the interest paid on the Trust Fund. Escrow will make the deposits into the Trust Fund at least once each week. If Seller tells Escrow to make a deposit more than once in a calendar week, Seller will pay Escrow a reasonable service charge of Twenty-Five Dollars (\$25.00) for each additional deposit made during that week. Seller shall have the right to find out the status of the Trust Fund directly from the Bank. Escrow will not be responsible and will not have any liability for any loss of funds not caused by Escrow during the time such funds are deposited in the Bank.

b. When a Purchaser's Funds May be Removed from the Trust Fund. A purchaser's funds may be taken out of the Trust Fund but only after the following have happened:

i. the Real Estate Commission has issued a final public report (the "Final Report") on the Project, and

ii. the purchaser has received a copy of the Final Report and given the Seller a receipt for it, and

iii. two full working days have gone by since Seller notifies Escrow that he has received the receipt, and

iv. Seller notifies Escrow in writing that all of the requirements of Sections 514A-39, 514A-63, and 514A-65, Hawaii Revised Statutes then applicable to the Project have been satisfied, and

v. Seller notifies Escrow in writing that the Sales Contract has become a binding sales contract and that the Purchaser's rights of cancellation have lapsed or have become void.

c. Payment of Purchaser's Funds to Seller. Purchaser's funds in the Trust Fund, as well as any payments made at closing as described in the Sales Contract, shall be paid to Seller when purchaser's Deed has been filed in the Bureau of Conveyances of the State of Hawaii (the "Bureau of Conveyances"),

d. Seller's Funds. Seller's funds may be released from escrow and disbursed without any of the above limitations.

Refunds to Purchasers.

a. When Refunds Will be Made. The Sales Contract explains when purchasers may obtain refunds. Escrow agrees to make the refunds promptly if Seller tells Escrow in writing that a refund should be made according to the Sales Contract. No refund is to be made at a purchaser's request unless Escrow receives written approval from the Seller.

b. Interest. Refunds to purchasers will be made without any interest, provided that such interest shall be payable to the Buyer in the case of a purchase financed by an FHA or VA guaranteed loan.

c. Deduction of Cancellation Fees. Under the Sales Contracts there are times when Escrow is to deduct cancellation fees from the refund amount. Escrow will deduct the cancellation fees from the refund unless Seller instructs Escrow not to do so. The words "cancellation fees" mean Escrow's cancellation fees which are defined in the Escrow Agreement and any cancellation fees of the lender from whom the purchaser has arranged a loan to buy the condominium unit.

d. Notice of Refunds. Escrow shall give each purchaser entitled to a refund notice of the refund by registered mail. It will be addressed to such purchaser at the address

shown on his or her Sales Contract. If a purchaser gives Escrow another address, then Escrow will send the notice to that address.

Purchaser's Default. Seller will notify Escrow in writing that a purchaser has defaulted and that Seller has cancelled that purchaser's Sales Contract. Escrow will then notify that purchaser by registered mail that the Seller has cancelled the Sales Contract because of the default. After ten (10) days following the Purchaser's receipt of such notice, Escrow will then treat the purchaser's funds, less Escrow's cancellation fees, as belonging to the Seller.

EXHIBIT G

Encumbrance Against Title

1. Real property taxes due and payable, reference is hereby made to the Office of the Tax Assessor of the Third Division.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Drain Easement "2" (15 feet wide) being an easement over and across parcel "A-2" for drainage purposes.
4. As to that certain easement containing an area of 0.935 acre, to wit:

"And in regard to said easement the Grantee(s), their successors in interest, and assigns, do hereby covenant and agree with the Grantor and Grantor's successors in interest to the other lots or Lots 1 through 7, inclusive, in the subdivision of which the property conveyed hereunder is a part, that Grantees will use the foregoing described easement which Grantor is conveying to Grantees for roadway and utility purposes only in conjunction with the parcel of land being conveyed to Grantees hereunder, and that Grantees will contribute to the cost of maintaining and repairing the roadway and utility easement area as the same may be agreed to be maintained and repaired from time to time by the owners of a majority of Lots 1 through 7, inclusive of the subdivision of which the property conveyed hereunder is a part, and that Grantees will not convey Grantees' interest in the roadway and utility easement or any part thereof, except in conjunction with a conveyance of the whole property conveyed hereunder, unless the consent in writing of all owners of parcels 1 through 7, inclusive, of said subdivision is first obtained.", as contained in that certain Deed recorded in the Bureau of Conveyances of the State of Hawaii in Liber 12716 Page 1.
5. The terms and provisions of that certain unrecorded Trust Agreement No. 90-01288 and Trust dated November 17, 1980, to which reference is hereby made.
6. Condominium Map No. 994, filed in said Bureau.
7. The restrictions, covenants, agreements, obligations, conditions, easements and other provisions set forth in Declaration of Horizontal Property Regime dated February 7, 1986, recorded in said Bureau in Liber 19348 Page 242. Said Declaration was amended by instrument dated August 24, 1987, recorded in said Bureau in Liber 21057 Page 427.
8. The restrictions, covenants, agreements, obligations, conditions and other provisions set forth in By-Laws of the Association of Apartment Owners of Captain Cook Ocean View dated February 7, 1986, recorded in said Bureau in Liber 19348 Page 268.

9. GRANT

In Favor Of: Hawaiian Electric Light Company, Inc., a
Hawaii corporation
Dated: July 22, 1986
Liber: 19733
Page: 879
Purpose: utility purposes

10. MORTGAGE AND FINANCING STATEMENT

Mortgagor: American Trust Co. of Hawaii, Inc., a Hawaii
corporation, acting as Trustee under that
certain Land Trust Agreement No. 90-1288, and
Captain Cook Mauka Development Company, Ltd.
Mortgagee: First Interstate Bank of Hawaii, a Hawaii
corporation
Dated: September 1, 1986
Liber: 20097
Page: 1
To Secure: \$567,750.00
and any other amounts and/or obligations
secured thereby

AMENDMENT TO MORTGAGE

Dated: October 2, 1987
Liber: 21356
Page: 540
Re:

11. FINANCING STATEMENT

Recorded On: December 1, 1986
Liber: 20097
Page: 53

12. MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

Mortgagor: American Trust Co. of Hawaii, Inc., a Hawaii
corporation, Trustee under that certain
unrecorded Trust Agreement No. 90-01288 and
Trust dated November 17, 1980
Mortgagee: First Interstate Bank of California, a
California banking corporation
Dated: December 22, 1987
Liber: 21712
Page: 366
To Secure: \$500,000.00
and any other amounts and/or obligations
secured thereby
Re: Affects the Apartments of Buildings B and C

13. FINANCING STATEMENT

Recorded On: March 10, 1988
Liber: 21712
Page: 409

14. FINANCING STATEMENT

Recorded On: March 10, 1988
Liber: 21712
Page: 420