



**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

KULIOUOU VALLEY VISTAS

Papahehi Place and Kaeleloi Place
Honolulu, Oahu, Hawaii

Registration No. 1661

Issued: October 3, 1986
Expires: April 3, 1987

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of September 30, 19 86 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: The developer may not as yet have created the condominium but has filed with the
 (yellow) Real Estate Commission minimal information sufficient for a Preliminary Public
 Report. A Final Public Report will be issued when complete information is filed.

 FINAL: The developer has legally created a condominium and has filed complete
 (white) information with the Commission. This report must be read together with _____

 X **SUPPLEMENTARY:** Changes information contained in the
 (pink) [X] Prelim. Public Report dated February 28, 1985
 [X] Final Public Report dated February 21, 1986
 [] Supp. Public Report dated _____

And [X] Supersedes all prior public reports
 [] Must be read together with _____

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.

1. The Developer has substituted new counsel to represent the Developer in the preparation and submission of the Supplementary Public Report.

2. The Developer has amended the Declaration of Horizontal Property Regime by a First Amendment to Declaration of Horizontal Property Regime of Kuliouou Valley Vistas dated August 21, 1986, recorded in the Bureau of Conveyances of the State of Hawaii in Book 19783, at Page 1, and filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 1394654.

The Developer by amending the Declaration has subdivided the property and withdrawn from the Horizontal Property Regime, LOTS 806, 808, 813, 820, 821, 822, 828, 829, 830, 831, 835, 836, 837 (Roadway), 838 (Roadway) and 839, as shown on Map 204, and LOTS 158 and 161 (Roadway), as shown on File Plan 1703.

3. Title to the subject real property was conveyed to the Developer, Kuliouou Estate Partners, by deed dated August 21, 1986, recorded in said Bureau of Conveyances in Book 19783, at Page 16, and filed in said Office of the Assistant Registrar of the Land Court, as Document No. 1394655.

TABLE OF CONTENTS

	page
Report Purpose	1
Type of Report	1
Summary of Changes from Earlier Public Reports.	2
Table of Contents	3
General Information on Condominiums	4
Summary of the Condominium Project.....	5
I. PEOPLE CONNECTED WITH THE PROJECT.....	6
Developer	Managing Agent
Real Estate Sales Agent	Attorney for Developer
Escrow Company	
II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	
A. Declaration	7
B. Condominium Map (File Plan)	7
C. Bylaws.....	7
D. House Rules	8
E. Changes to Condominium Documents.....	8
III. THE CONDOMINIUM PROJECT	
A. Interest to be Conveyed to Buyer	9
B. Underlying Land.....	10
C. Buildings and Other Improvements	10
D. Common Elements, Limited Common Elements, Common Interest	14
E. Encumbrances Against Title	15
F. Management of the Common Elements.....	15
G. Maintenance Fees	16
H. Separate Utility Charges	16
I. Construction Warranties	16
J. Status of Construction	17
K. Project Phases.....	17
L. Sales Documents Filed with the Real Estate Commission	17
IV. ADDITIONAL INFORMATION NOT COVERED ABOVE	18
Buyer's Right to Cancel Sales Contract	19
Signature of Real Estate Commission Chairman	20
EXHIBIT A: Boundaries of Each Apartment	
EXHIBIT B: Permitted Alterations to Apartments	
EXHIBIT C: Parking	
EXHIBIT D: Description of Common Elements	
EXHIBIT E: Description of Limited Common Elements	
EXHIBIT F: List of Encumbrances	
EXHIBIT G: Estimate of Maintenance Fees and Disbursements	
EXHIBIT H: Summary of Sales Contract	
EXHIBIT I: Summary of Escrow Agreement	
EXHIBIT J:	

Appendix I: People Connected with the Project

Attached only if there are additions or changes to information contained in the body of the report.

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 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 condominiums, 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 or encumbered, and they may be disposed of by will or gift.

Your apartment will, however, be part of the group of apartments that comprise the condominium. 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.

Operation of the Condominium

The Association of Apartment Owners is the means through which apartment owners may take action with regard to the administration, management, and operation of the condominium. 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 control of the administration and operation of the condominium will in most cases be limited to your right to vote as an 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.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Kuliouou Estate Partners Phone: 521-4265
Name 1259 S. Beretania Street (Business)
Business Address Honolulu, Hawaii 96814

Names of officers or general partners of developers who are corporations or partnerships:
Valley Associates, Inc., General Partner

Real Estate Sales Agent: Valley Associates, Inc. Phone: 521-4265
Name 1259 S. Beretania Street (Business)
Business Address Honolulu, Hawaii 96814

Escrow: Long & Melone Escrow Ltd. Phone: 531-3189
Name 333 Queen Street, Room 501 (Business)
Business Address Honolulu, Hawaii 96813

Managing Agent: None Phone: _____
Name _____ (Business)
Business Address _____

Attorney for Developer: Francis M. Izumi, Esq.
Name 888 Mililani Street, Suite 701
Business Address Honolulu, Hawaii 96813

Appendix I may be attached to this report. If so, it will list additional people connected with the project or changes that may have been made to the above information after this public report was issued.

**II. CREATION OF THE CONDOMINIUM;
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances 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.

The Declaration for this condominium is:

Proposed
 Recorded – Bureau of Conveyances – Book 19253 Page 337
 Filed – Land Court – Document Number 1349128

Amendment date(s) and recording/filing information:

First Amendment to the Declaration of Horizontal Property Regime dated August 21, 1986, recorded in the Bureau of Conveyances in Book 19783, at Page 1, and filed in the Office of the Assistant Registrar of the Land Court as Document No. 1394654.

- B. **Condominium Map (File Plan)** shows the elevation and layout of the condominium. It also shows the floor plan for each apartment.

The Condominium Map for this condominium is:

Proposed
 Recorded – Bureau of Conveyances – Map No. 985
 Filed – Land Court – File Plan No. 576

Amendment date(s) and recording/filing information:

- C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium. 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 will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded – Bureau of Conveyances – Book 19253 Page 364
 Filed – Land Court – Document Number 1349129

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. 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 recorded 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:

Developer reserves the right to amend the Declaration without the vote, consent or joinder of any owner or mortgagee after completion of construction by attaching to such amendment a verified statement of a registered architect or professional engineer certifying that the final plans previously filed or being filed simultaneously with the amendment fully and accurately depict the layout, location, unit numbers and dimensions of the units, "as built".

See also III. K. Project Phases.

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.

B. Underlying Land:

Land Area: 152,524 square feet

Zoning: R-4

Fee Owner: Kuliouou Estates Partners
name

1259 S. Beretania Street

address

Honolulu, Hawaii 96814

Tax Map Key: 3-8-13:01,
3-8-16:79, 3-8-10: 08 & 10

NOTE: Tax Map Keys are based
on lots prior to consolidation
and resubdivision

Sublessor:

name

address

C. Buildings and Other Improvements:

1. New Construction Conversion of Existing Building
 Both New Construction and Conversion

2. Buildings: 36 Floors Per Building: 1 & 2

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>36</u>	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input type="checkbox"/> Other:	_____		_____

5. Special Use Restrictions:

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

Pets: _____

Number of Occupants: _____

Other: _____

6. Interior (fill in appropriate numbers):

Total Apartments 36

Elevators - Stairways - Trash Chutes -

<u>Apt. Type</u>	<u>Qty</u>	<u>BR/Bath</u>	<u>Net Living Area*</u>	<u>Lanai/Patio</u>
<u>A</u>	<u>6</u>	<u>3/2</u>	<u>1,105</u> sq.ft.	<u>-</u>
<u>B</u>	<u>8</u>	<u>3/2</u>	<u>1,280</u> sq.ft.	<u>63</u> sq.ft.
<u>C</u>	<u>5</u>	<u>3/2</u>	<u>1,167</u> sq.ft.	<u>264</u> sq.ft.
<u>D</u>	<u>5</u>	<u>3/2</u>	<u>1,229</u> sq.ft.	<u>264</u> sq.ft.
<u>E</u>	<u>7</u>	<u>3/2</u>	<u>1,102</u> sq.ft.	<u>-</u>
<u>F</u>	<u>1</u>	<u>3/2</u>	<u>1,185</u> sq.ft.	<u>-</u>
<u>G</u>	<u>1</u>	<u>3/2</u>	<u>1,142</u> sq.ft.	<u>-</u>
<u>H</u>	<u>2</u>	<u>3/2</u>	<u>1,120</u> sq.ft.	<u>-</u>
<u>I</u>	<u>1</u>	<u>3/2</u>	<u>1,120</u> sq.ft.	<u>-</u>

*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 Exhibit A

Permitted Alterations to Apartments: See Exhibit B

7. **Parking Stalls:** See Note.

	<u>Number of Stalls</u>
Assigned Stalls (For Individual Units)	-
Guest Stalls	-
Unassigned Stalls	-
Other: _____	-
Total Parking Stalls	-

Note: Parking for each Unit will be provided by way of a garage or carport attached to each unit as designated on the Condominium Map. There will be no guest parking stalls area.

Each apartment will have the exclusive use of at least _____ parking stall(s).

Buyers are encouraged to find out which stall(s) will be available for their use.

	regular	compact	tandem
Number of covered stalls	-	-	-
Number of open stalls	-	-	-

Commercial parking garage permitted on condominium.

Exhibit C contains additional information on parking stalls for this condominium.

8. **Recreational and Other Common Facilities:** None

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Swimming pool | <input type="checkbox"/> Storage Area |
| <input type="checkbox"/> Recreation Area | <input type="checkbox"/> Laundry Area |
| <input type="checkbox"/> Tennis Court | <input type="checkbox"/> Trash Chute |
| <input type="checkbox"/> Other: _____ | |
| _____ | |

9. Present Condition of Improvements N/A
 (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 (for conversions only) N/A

	<u>Conforming</u>	<u>Non-Conforming</u>	
		<u>Legal</u>	<u>Illegal</u>
Uses	_____	_____	_____
Structures	_____	_____	_____
Lot	_____	_____	_____

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

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

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

Exhibit D 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. The limited common elements and the apartment which may use them are:

described in Exhibit E

as follows:

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.

Each unit shall have appurtenant thereto an undivided one-thirty sixth (1/36) fractional common interest in all common elements of the project.

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

Exhibit F describes the encumbrances against the title contained in the title report dated September 2, 1986.

Blanket Liens:

- [] 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 in favor of Hawaii National Bank	Buyer's interest may be terminated in which event Buyer will receive refund of deposit

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. 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.

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: None

- [] 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. If you are late 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 G contains a schedule of maintenance fees and maintenance fee disbursements.

H. Separate Utility Charges for Apartments:

Except for the utilities indicated below, each apartment will be billed separately for utilities:

- | | |
|--------------------------------------|---|
| <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

1. Building and Other Improvements:

The contractor for construction of the buildings and other improvements warrants against faulty construction of the buildings and improvements covered by the construction contract for a period of one year, commencing from the date of substantial completion of the buildings and improvements covered by the construction contract.

No other warranties of any type or covering any other portion of the project exists, will exist or will be given.

2. Appliances:

Warranties for the following appliances to be installed in each unit are issued by the respective manufacturer of each appliance: range/oven, disposal, dishwasher and water heater.

The warranties become effective from the date of substantial completion of construction and expire one year after said date. These warranties are made by the manufacturer of these appliances, not the Developer, and the Developer will only undertake to assign the benefits of such warranties but the Developer makes no warranties as its own with respect to these appliances.

J. Status of Construction and Estimated Completion Date

The Developer has submitted a verified statement to the Real Estate Commission stating that the estimated date of completion of the project is September 30, 1986.

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:

Developer, its successors and assigns reserves the right to add additional increments, additions, and phases as part of the project, and any amendment to the Declaration which is made to implement such additions, or merger provision shall require the vote or written consent of only the Developer, or its successors or assigns, and none of the apartment owners.

L. Sales Documents Filed with the Real Estate Commission:

Notice to Owner Occupants

Specimen Sales Contract

Exhibit H contains a summary of the provisions of the sales contract.

Escrow Agreement dated January 2, 1985

Exhibit I contains a summary of the provisions of the escrow agreement.

Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

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 a copy of the Final Public Report and all prior public reports not previously delivered to the buyer; and
2. The buyer is given an opportunity to read the reports; and
3. One of the following has occurred:
 - a. The buyer has signed a receipt for the reports and waived the right to cancel; or
 - b. Thirty (30) days have passed from the time the reports were delivered to the buyer; or
 - c. The apartment is conveyed to the buyer within 30 days from the date the reports 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 (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; and
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. Declaration of Horizontal Property Regime.
2. Bylaws of the Association of Apartment Owners.
3. House Rules.
4. Escrow Agreement.
5. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
6. 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 are available for \$ 1.75 at the Department of Commerce and Consumer Affairs.

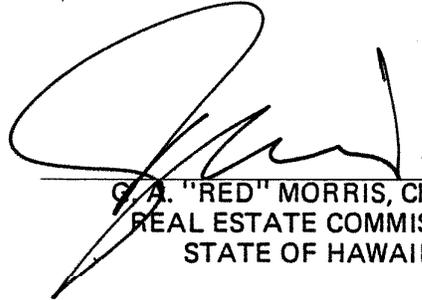
This Public Report is a part of Registration No. 1661 filed with the Real Estate Commission on January 10, 1985.

The Developer is responsible for delivering a true copy of this report to all purchasers and prospective purchasers and for securing a signed receipt for the report. When reproduced, this report must be on:

yellow paper stock white paper stock pink paper stock

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.



G.A. "RED" MORRIS, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Separate Disclosure Abstract on this condominium:

Required Not Required — disclosures covered in this report

Distribution:

Department of Finance, City & County of Honolulu
Bureau of Conveyances
Planning Department, City & County of Honolulu
Federal Housing Administration
Escrow Agent

APPENDIX I

PEOPLE CONNECTED WITH THE PROJECT

Additional Attorney for Developer:

Glenn M. Adachi, Esq.
2308 Lipioma Way
Honolulu, Hawaii 96822

EXHIBIT A

BOUNDARIES OF EACH APARTMENT

The boundaries of each Unit consists of that portion of the building containing the Unit which lies within the boundaries of the Unit as shown on the Condominium Map, exclusive of any existing and future pipes, wires, conduits, ducts, vents and other service and utility lines, spaces or equipment which are utilized for or serve more than one Unit or the common areas. Each Unit shall be considered to include any door, window, or other closure therein, the footings or slab on which it is constructed, supporting pillars, the exterior walls and roof, all interior walls (whether or not loadbearing), ceilings and partitions, and the finished surfaces thereof, and all fixtures installed therein, in addition to the appurtenant lanai (if applicable), and the appurtenant garage. Where a Unit consists in whole or in part of unenclosed space, the boundary defining such space is the boundary as shown on the Condominium Map.

EXHIBIT B

PERMITTED ALTERATIONS TO APARTMENTS

"12. Rebuilding, Repairing, or Restoration of, Additions or Alterations to, Project. Restoration, rebuilding or repair of the project or any building or other structure thereof or construction of any additional building(s) or other structure(s) or structural alteration(s) or addition(s) thereto, different in any material respect from said Condominium Map, shall be undertaken by the Association or any Unit owners pursuant to an amendment of this Declaration, duly executed by or pursuant to the affirmative vote of the majority of owners and accompanied by the written consent of the holders of all mortgages on any of the affected Units, if such consent is required, and in accordance with complete plans and specifications therefor first approved in writing by the Association, through its Board of Directors, and promptly upon completion of such restoration, replacement, construction, alteration or addition the Association shall duly record or file of record such amendment together with a complete set of floor plans of the project as so altered, certified as built by a registered architect or professional engineer. Notwithstanding any of the foregoing, the owner(s) of any Unit shall have the absolute right to alter, amend, modify, restore, rebuild or repair, at any time, and from time to time, said Unit and all limited common elements appurtenant to such Unit, and the plans of said Unit and said limited common elements solely by an amendment of this Declaration, such amendment to be executed solely by the owner(s) of the Unit (the percentage common interest appurtenant thereto being the required percentage note (sic) to approve thereof, and one (1) officer of the Association, which officer may be said owner(s), without any vote of the Association, provided that such amendment shall be effective only upon the recording thereof in the Bureau of Conveyances of the State of Hawaii or the Land Court of the State of Hawaii. The execution of said amendment by the said one (1) officer of the Association shall be a purely ministerial act, which said officer shall do if the alteration, amendment or modification conforms with law and the following requirements are met: Such amendment shall set forth the number or designation of the Unit involved, the description thereof as so altered, amended or modified, in accordance with Hawaii Revised Statutes Chapter 514A; and shall include a complete set of floor plans of such Unit as so altered, amended or modified, certified "as built" by a registered architect or professional engineer. Such amendment shall also include the consent thereto by the holder of such recorded mortgage(s), if any, affecting such Unit, if such mortgage(s) require the holder's consent. Such alteration, amendment or

modification of a Unit may increase or decrease the size of such Unit, or may in any other manner modify the Unit, provided that the Unit does not extend or place any portion of such Unit outside the limits of the Lot upon which the Unit is built as designated on said Condominium Map, and provided that such Unit, as so altered, amended or modified, conforms with all laws, rules and regulations of any governmental authority having jurisdiction thereof. Further, the Declarant, its successors and assigns, is and are free to add additional increments, additions, and phases to the project and to merge those increments, additions and phases as a part of the Project, and any amendment to the Declaration which is made to implement such additions, or merger provisions shall require the vote or written consent of only the Declarant, or its successors or assigns, if none (i.e., zero percent) of apartment owners."

Paragraph 12, Declaration of Horizontal Property Regime

EXHIBIT C

PARKING

Parking for each Unit will be provided by way of a garage or carport attached to each Unit as designated on the Condominium Map.

The Developer has not provided any guest parking stalls or areas.

EXHIBIT D

DESCRIPTION OF COMMON ELEMENTS

The common elements will include the limited common elements as described in Exhibit E, and all other portions of the land and improvements, other than the Units, including, but not limited to, the following: the land in fee simple; all yards, exterior stairs and walkways; all driveways, retaining walls (if any); all central and appurtenant installations for common services, including, electricity, water, gas, t.v., telephone, sewer and trash removal or disposal; one (1) mailbox per Unit; and all other elements and facilities reasonably and rationally in common use or necessary to the existence, upkeep and safety of the Project, including all easements (if any).

EXHIBIT E

DESCRIPTION OF LIMITED COMMON ELEMENTS

A. Each lot upon which each Unit is situated shall be appurtenant to and for the exclusive use of such Unit, together with all improvements located thereon, including, without limitation, the yards, exterior stairs, walkways, driveways, retaining walls (if any), the mailbox, all electricity, water, gas, T.V., telephone, sewer and other utility or service lines, ducts, pipes, wires, conduits, spaces or equipment located on such lot or serving only the Unit located thereon.

B. The paved or concrete driveway located between Unit 28A and Unit 28B (and located on Lot 28), from the edge of the driveway on the side of the sidewalk to the edge of the driveway to the edge of the garage entrances to each Unit, shall be appurtenant to and for the exclusive use of Unit 28A and Unit 28B.

C. The paved or concrete driveway located between Unit 29A and Unit 29B (and located on Lot 29), from the edge of the driveway on the side of the sidewalk to the edge of the driveway to the edge of the garage entrances to each Unit, shall be appurtenant to and for the exclusive use of Unit 29A and Unit 29B.

EXHIBIT F

LIST OF ENCUMBRANCES

1. The following easements as set forth by Land Court Order No. 79559, filed August 7, 1986:

a. Easement 16, as shown on Map 203, filed with Application No. 578 (amended) for drainage purposes, located within the northeasterly corner of Lot 807.

b. Easement 19, as shown on Map 204, filed with Application No. 578 (amended), located along the westerly boundaries of Lots 823 through 826, inclusive, and along the southerly boundary of Lot 826.

c. Easement 23, as shown on Map 204, filed with Application No. 578 (amended), located within the northeasterly corner of Lot 807.

d. Easement 24, as shown on Map 204, filed with Application No. 578 (amended), located within the southeasterly corner of Lot 826.

e. Easement 25, as shown on Map 204, filed with Application No. 578 (amended), located along the northerly boundary of Lot 811.

f. Easement 27, as shown on Map 204, filed with Application No. 578 (amended), located within the northeasterly corner of Lot 816 and along the southerly boundary of Lot 817.

g. Easement 29, as shown on Map 204, filed with Application No. 578 (amended), located within the northwesterly corner of Lot 807.

h. Easement 30, as shown on Map 204, filed with Application No. 578 (amended), located within the southwesterly corner of Lot 812.

i. Easement 31, as shown on Map 204, filed with Application No. 578 (amended), located within the southwesterly corner of Lot 818.

j. Easement 34, as shown on Map 204, filed with Application No. 578 (amended), located within the northeasterly corner of Lot 807 and along the easterly boundaries of Lots 809, 810, 811, 812, 814, 815, 816, 817, 818 and 819.

2. Easement D-4, as shown on File Plan 1703 for drainage channel access.

3. Designation of Easement D-5, dated March 8, 1983, for drainage purposes, recorded in the Bureau of Conveyances in Book 16909, at Page 75.

4. Easement S-2A, as shown on Exhibit I attached to the First Amendment of Declaration of Horizontal Property Regime for sewer purposes over, under and across Lots 2-A and 4-A.

5. As to Lots 2-A and 4-A only, the reservations, conditions and covenants contained in Land Patent Grant No. S-15,528.

6. Mortgage, Security Agreement and Financing Statement dated August 14, 1986, in favor of Hawaii National Bank, filed in the Office of the Assistant Registrar of the Land Court as Document No. 1394656 and recorded in the Bureau of Conveyance in Book 19783, at Page 23.

7. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, power of attorney, limitations on title, and all other provisions contained or incorporated by reference in the Declaration of Horizontal Property Regime dated December 9, 1985, filed in the Office of the Assistant Registrar of the Land Court as Document No. 1349128 and recorded in the Bureau of Conveyance in Book 19253, at Page 337, as amended by instrument dated August 21, 1986, filed in the Office of the Assistant Registrar of the Land Court as Document No. 1394654, and recorded in the Bureau of Conveyances in Book 19783, at Page 1; and in the By-Laws dated December 9, 1985, attached to said Declaration as Exhibit "B", filed in the Office of the Assistant Registrar of the Land Court as Document No. 1349129 and recorded in the Bureau of Conveyances in Book 19253, at Page 364, and in the Condominium Map Nos. 576 and 985.

8. All real property taxes that may be due and owing on the subject real property.

EXHIBIT G

ESTIMATE OF MAINTENANCE FEES AND DISBURSEMENTS

<u>Unit No.</u>	<u>Common Interest</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
2A	1/36th	10.00	120.00
2B	1/36th	10.00	120.00
4A	1/36th	10.00	120.00
4B	1/36th	10.00	120.00
5A	1/36th	10.00	120.00
5B	1/36th	10.00	120.00
6A	1/36th	10.00	120.00
6B	1/36th	10.00	120.00
7A	1/36th	10.00	120.00
7B	1/36th	10.00	120.00
9A	1/36th	10.00	120.00
9B	1/36th	10.00	120.00
10A	1/36th	10.00	120.00
10B	1/36th	10.00	120.00
11A	1/36th	10.00	120.00
11B	1/36th	10.00	120.00
12A	1/36th	10.00	120.00
12B	1/36th	10.00	120.00
13A	1/36th	10.00	120.00
13B	1/36th	10.00	120.00
14A	1/36th	10.00	120.00
14B	1/36th	10.00	120.00
18A	1/36th	10.00	120.00
18B	1/36th	10.00	120.00
19A	1/36th	10.00	120.00
19B	1/36th	10.00	120.00
20A	1/36th	10.00	120.00
20B	1/36th	10.00	120.00
21A	1/36th	10.00	120.00
21B	1/36th	10.00	120.00
22A	1/36th	10.00	120.00
22B	1/36th	10.00	120.00
28A	1/36th	10.00	120.00
28B	1/36th	10.00	120.00
29A	1/36th	10.00	120.00
29B	1/36th	10.00	120.00
Total	100.00%	\$360.00	\$4,320.00

Disbursements

	<u>Monthly</u>	<u>Annual</u>
Public Liability Insurance	\$360.00	\$4,320.00
Total	\$360.00	\$4,320.00

I, KIKUO YANAGI, as developer for the condominium, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

KULIOUOU ESTATES PARTNERS, a
Hawaii limited partnership

By: VALLEY ASSOCIATES, INC.,
a Hawaii corporation, its
General Partner

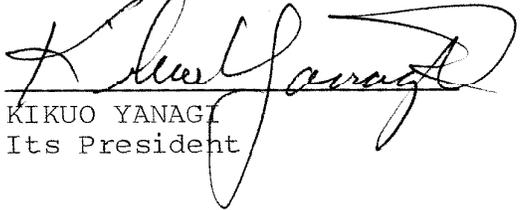
By: 
KIKUO YANAGI
Its President

EXHIBIT H

SUMMARY OF SALES CONTRACT

The sales contract contains the price, description and location of the unit and other terms and conditions under which a Purchaser will agree to buy a unit in the Project. Among other things, the sales contract provides:

- (a) Interest on any deposit will belong to the Seller.
- (b) What a Purchaser must do to qualify for a mortgage loan if the Purchaser wants a mortgage loan to cover a portion of the purchase price.
- (c) That the Purchaser's money will be held in escrow under the terms and conditions of the escrow agreement.
- (d) That the Seller may elect to preclose by having all documents necessary for closing executed prior to closing.
- (e) What the Seller may do if the Purchaser fails to make any payment or perform any obligation.
- (f) How the expenses incurred in connection with the sale are to be allocated between Purchaser and Seller.
- (g) When the Purchaser may take possession of the unit.
- (h) That Purchaser's rights under the contract are subordinate to any loans to finance the cost of construction.
- (i) What Purchaser's rights are if the sales price is increased.
- (j) Seller may make certain changes to the project as required by law, by unforeseen circumstances, by any title insurance company, by any mortgage lender or by any governmental agency.

The sales contract contains various other provisions with which the Purchaser should become acquainted.

EXHIBIT I

SUMMARY OF ESCROW AGREEMENT

The escrow agreement sets up an arrangement under which the deposits which a Purchaser makes under a sales contract will be held by a neutral party ("Escrow"). Under the escrow agreement these things will or may happen:

(a) Escrow will collect: (1) all payments due pursuant to the sales contract, (2) all sums received by the Seller, and (3) any other sums from any other source in connection with the condominium project or any any condominium unit.

(b) Escrow will hold all monies received pursuant to the sales contract.

(c) Escrow will coordinate the closing of the purchase of condominium units, up to and including recordation and disbursement. Escrow will provide such services as customary in the community in connection with transactions of this type.

(d) The escrow agreement says under what conditions refund will be made to a Purchaser.

(e) The escrow agreement says what will happen to a Purchaser's funds upon default under the sales contract.

(f) Escrow will disburse funds from the escrow fund, from time to time, to pay for construction costs.

(g) The escrow agreements says under what conditions funds will be disbursed to Seller.

The escrow agreement contains various other provisions and establishes certain charges with which the Purchaser should become acquainted.