



**REAL ESTATE COMMISSION**  
 STATE OF HAWAII  
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION  
 1010 Richards Street - P. O. Box 3469  
 Honolulu, Hawaii 96801

**CONDOMINIUM PUBLIC REPORT**

on

PUU OMAO  
 3821 Omao Road  
 Omao, Kauai, Hawaii

Registration No. 2131 (Conversion)

Issued: March 12, 1990  
 Expires: April 12, 1991

**Report Purpose:**

This report is based on information and documents submitted by the developer to the Real Estate Commission as of February 9, 1990, 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.  
 No prior reports have been issued  
 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 \_\_\_\_\_  
 Supp. Public Report dated \_\_\_\_\_
- And  Supersedes all prior public reports  
 Must be read together with \_\_\_\_\_
- This report reactivates the \_\_\_\_\_  
 public report(s) which expired on \_\_\_\_\_

**Disclosure Abstract:** Separate Disclosure Abstract on this condominium project:

Required       Not Required - disclosures covered in this report.



## 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 .....	
Real Estate Sales Agent .....	
Escrow Company .....	
Managing Agent .....	
Attorney for Developer .....	
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. 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: Common Elements	
EXHIBIT B: Limited Common Elements	
EXHIBIT C: Encumbrances Against Title	
EXHIBIT D: Building Permits and Construction	
EXHIBIT E: Estimate of Initial Maintenance Fees	
EXHIBIT F: Kauai County Letter dated October 10, 1989	
EXHIBIT G:	
EXHIBIT H:	
EXHIBIT I:	
EXHIBIT J:	

## GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Condominium 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 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**

Interest to be Conveyed to Buyer:

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.
- Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
- Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

**Types of Project:**

- 1.  New Building(s)  Conversion  
 Both New Building(s) and Conversion
- 2.  Residential  Commercial  
 Mixed Residential and Commercial  
 Other Farming
- 3.  High Rise (5 stories or more)  Low Rise
- 4.  Single or  Multiple Buildings
- 5. Apartment Description

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
A	1	2/2	1,270	120
B	1	0	96	0

Total Apartments: 2

*\*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:

	Number of Stalls
Assigned Stalls (Individual Units)	2
Guest Stalls	
Unassigned Stalls	
Extra Stalls Available for Purchase	
Other: _____	
<b>Total Parking Stalls</b>	<b>2</b>

7. Recreational amenities:

None.

**I. PEOPLE CONNECTED WITH THE PROJECT**

ROBERT B. WHITE, FERGUS S.  
MACOMBER and HEIDI S. MACOMBER

Phone:  (Business)

Developer: \_\_\_\_\_  
**Name**  
P. O. Box 54  
\_\_\_\_\_  
**Business Address**  
Lawai, Kauai Hawaii 96766  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NO UNITS IN THIS PROJECT WILL BE OFFERED FOR SALE TO THE GENERAL PUBLIC. If units are offered for sale to the general public, the Developer will be required to submit the appropriate and necessary documents to obtain a Supplementary Public

Real Estate Sales Agent: \_\_\_\_\_  
**Name** Report from the Real Estate Commission. (Business)

\_\_\_\_\_  
**Business Address**  
\_\_\_\_\_

Escrow: None  
**Name** \_\_\_\_\_ Phone: \_\_\_\_\_ (Business)

\_\_\_\_\_  
**Business Address**  
\_\_\_\_\_

Managing Agent: None  
**Name** \_\_\_\_\_ Phone: \_\_\_\_\_ (Business)

\_\_\_\_\_  
**Business Address**  
\_\_\_\_\_

Attorney for Developer: Michael H. Sakai  
**Name**  
201 Merchant Street, Suite 902  
**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 Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- A. **Declaration of Condominium 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 23535 Page 178  
 Filed - Land Court - Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

- 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. 1233  
 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 23535 Page 197  
 Filed - Land Court - Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

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.

- 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 common interest which 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:

None.



**B. Underlying Land:**

Address: 3821 Omao Road Tax Map Key: 2-7-04-74  
Omao, Kauai Hawaii (TMK)

Address  TMK is expected to change because \_\_\_\_\_

Land Area: 48,462  square feet  acre(s) Zoning: R-2

Fee Owner: ROBERT B. WHITE,  
FERGUS S. MACOMBER and HEIDI S. MACOMBER

Name \_\_\_\_\_

P. O. BOX 54

Address \_\_\_\_\_

Lawai, Hawaii 96765

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: 2 Floors Per Building 1 and 2

Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

Concrete  Hollow Tile  Wood

Other allied building materials

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>1</u>	<input checked="" type="checkbox"/> Agricultural	<u>1</u>
<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 project include but are not limited to:

[ ] Pets \_\_\_\_\_

[ ] Number of Occupants: \_\_\_\_\_

[ ] Other: \_\_\_\_\_

[ x ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 2

Elevators -0-

Stairways -0-

Trash Chutes -0-

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>A</u>	<u>1</u>	<u>2/2</u>	<u>1,270</u>	<u>120</u>
<u>B</u>	<u>1</u>	<u>0</u>	<u>96</u>	<u>0</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 the floor area may have been used.*

**Boundaries of Each Apartment:**

The exterior finished surfaces of an apartments perimeter walls, roof, foundation, windows, frames, doors, beams and posts.

**Permitted Alterations to Apartments:**

An apartment may be altered in any manner provided that all building codes and zoning ordinances are complied with. There are additional restrictions and provisions relating to the obtaining of building permits and the construction of improvements which are further described in Exhibit D.

7. Parking Stalls:

Total Parking Stalls: 2

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

Each apartment will have the exclusive use of at least one (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.

8. Recreational and Other Common Facilities.

- There are no recreational or common facilities.
- Swimming pool
- Recreation Area
- Tennis Court
- Other: \_\_\_\_\_
- Storage Area
- Laundry Area
- Trash Chute

\*\*\*Parking. Unit 1 has a two car garage. The parking for unit 2 is located within the boundary of its limited common land area. The limited common land area for unit 2 permits parking for at least one automobile.

9. Present Condition of Improvements

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

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

Not Applicable.

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	_____	x (unit 2)**	_____
Structures	_____x_____	_____	_____
Lot	_____x_____	_____	_____

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.

\*\*Unit 2 is a farm structure. Farming use is not a conforming use within this Project. Your attention is directed to the County of Kauai to determine whether farming activities could take place within the limited common land area of unit 2.

**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     A     describes the common elements.

As follows:

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     B    

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.

As follows:

UNIT A	50%
UNIT B	<u>50%</u>
Total	100%

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

Exhibit     C     describes the encumbrances against the title contained in the title report dated     October 5, 1989     and issued by     Security Title Corporation    .

**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.

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>
None	

**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:

not affiliated with the Developer.

the Developer or the Developer's affiliate.

self-managed by the Association of Apartment Owners.

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     E     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 _____               |   |
| <input checked="" type="checkbox"/> Not applicable |   |

**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:

None. Property is in AS IS - WHERE IS condition.

2. Appliances:

None. Property is in AS IS - WHERE IS condition.

J. **Status of Construction and Estimated Completion Date:**

The project is completed.

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:

L. **Sales Documents Filed With the Real Estate Commission:** NONE. The Developer is not intending to sell any of the units in this Project to the general public. Sales documents on file with the Real Estate Commission include but are not limited to:

Notice to Owner Occupants

Specimen Sales Contract

Exhibit \_\_\_\_\_ contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated \_\_\_\_\_

Exhibit \_\_\_\_\_ contains a summary of the pertinent provisions of the escrow contract.

**Other** The Developer will have to comply with the Rules of the Real Estate Commission if it intends to sell any of the units to the general public.

#### IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

The Developer discloses that the apartment units will not be available for sale to the general public.

Unit A. Unit A will be conveyed to Robert B. White

Unit B. Unit B will be conveyed to Fergus S. Macomber and Peidi S. Macomber.

The Developer also discloses that the Project site was formerly utilized in farming operations and that Unit B is intended to be utilized as a farm structure. The Developer makes no representation as to whether any farming operation could in fact be conducted on the Property.

**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 Condominium 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. 2131 filed with the Real Estate Commission on September 6, 1989.

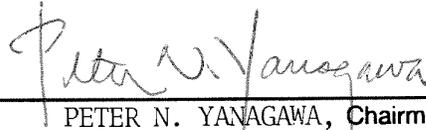
**Reproduction of Report.** When reproduced, this report must be on:

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.



---

PETER N. YANAGAWA, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

**Distribution:**

Bureau of Conveyances

Department of Finance, County of Kauai

Planning Department, County of Kauai

Federal Housing Administration

Escrow Agent

EXHIBIT A

COMMON ELEMENTS

The common elements of the Project and which the units have immediate access to include:

- a. The land in fee simple.
- b. The central and appurtenant installations for services such as power, light, gas, telephone, sewer, drainage, hot and cold water and like utilities.
- c. Easement "U-2-A" and Easement "U-2-B" as delineated on the Condominium Map providing for ingress to and egress from the units.
- d. All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the Project.

EXHIBIT B

LIMITED COMMON ELEMENTS

5.3 Limited Common Elements. The land area delineated and designated in the Condominium Map are limited common elements of a unit and consist of the following:

A. Unit A. The land area designated as Unit A surrounding and under Unit A is a limited common element of Unit A and is for the exclusive use of Unit A and consists of 22,157 square feet.

B. Unit B. The land area designated as Unit B surrounding and under Unit B is a limited common element of Unit B and is for the exclusive use of Unit B and consists of 20,753 square feet.

EXHIBIT C

ENCUMBRANCES AGAINST TITLE

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent No. 1936.

2. A 10-foot wide ditch right of way in favor of McBryde Sugar Co., running along the northwest boundary of Lot 1-B, as delineated on Tax Maps.

3. A 15-foot wide irrigation ditch as delineated on survey map prepared by Richard S. Yokoyama, Registered Land Surveyor No. 216, dated March 6, 1973, as contained in that certain Deed dated July 13, 1976, recorded on September 30, 1976 in the Bureau of Conveyances of the State of Hawaii in Book 11708, Page 268.

4. Easement "U-1" for utility purposes, containing an area of 3,254 square feet, as per survey by CESAR C. PORTUGAL, Registered Professional Land Surveyor No. 2225-SE dated September 11, 1987.

5. Grant of Easement in favor of Citizens Utilities Company, a Delaware corporation, and GTE Hawaiian Telephone Company, Incorporated, a Hawaii corporation, dated January 25, 1989, recorded in said Bureau, in Book 22972, Page 637 for easement for utility purposes over, under, across and through the land herein described.

6. Short Form Lease dated June 26, 1989, but effective as of August 1, 1988, by and between Robert B. White, husband of Alida T. White and Christopher A. White, husband of Patty White, as Lessors and Fergus S. Macomber and Heidi S. Macomber, husband and wife, as Lessees, for a term of 30 years commencing from August 1, 1988, recorded in said Bureau, in Book 23456, Page 644.

Said Short Form Lease was assigned by an assignment dated June 26, 1989 by and between Fergus S. Macomber and Heidi S. Macomber, husband and wife, as Assignor, and Robert B. White, husband of Alida T. White and Christopher A. White, husband of Patty White, as Tenants in Common, recorded in said Bureau, in Book 23478, Page 395.

7. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the Declaration of Condominium Property Regime of "Puu Omao", dated July 26, 1989, recorded in said Bureau, in Book 23535, Page 178. Condominium Map No. 1233, to which reference is hereby made.

8. By-Laws of the Association of Unit Owners of Puu Omao, dated July 21, 1989, recorded in said Bureau, in Book 23535, Page 197, to which reference is hereby made.

9. The terms and provisions of any and all Apartment Deeds.

10. Any and all easements encumbering the apartment herein identified and described, and/or the common interest appurtenant thereto, as created by or mentioned in said Declaration and/or as shown on said Condominium Map No. 1233.

11. Judgment - Civil No. M89-117, District Court of the Second Circuit, Makawao Division. State of Hawaii, Department of Health, by its Attorney General, Warren Price, III, Plaintiff vs. Robert White, Defendant, dated May 30, 1989, recorded in said Bureau, in Book 23283, Page 706.

NOTE: Security Title Corporation is unable to determine whether Robert White, named in the foregoing Judgment, and Robert B. White one of the vestees herein named are one and the same person.

12. For real property taxes due and owing, your attention is directed to the Director of Finance, County of Kauai, State of Hawaii.

EXHIBIT D

BUILDING PERMITS AND CONSTRUCTION

a. Permits. In the securing of any building permit and/or any other authorization ("Permits") at the County of Kauai and/or any other state and/or federal department and/or agency, the Developer, Association and/or the owners shall observe the following:

(1) Common Element Improvements. As to any improvements such as the improvement of any roadway and any installation of utilities that are located within the common element areas or if it is necessary to pass over and/or under a limited common element of a unit the Developer so long as it owns a unit is authorized on behalf of all of the owners to secure the Permits (this right shall pass on to the Board of Directors when the Developer no longer owns any units); provided that the construction and location of the utilities do not require the removal or alteration to any structure or improvement of a unit.

(2) Limited Common Element Improvements. As to any improvements which will be within the limited common element land area for an owner, the Developer and thereafter the owner acquiring a conveyance of the unit shall determine and is authorized on behalf of all of the owners to secure the Permits, to build the improvements located within the limited common area for the unit provided that the building codes and zoning ordinances shall be observed. The plans for the improvements to be situated on his limited common element land area shall be submitted to the Association and to the Developer so long as he owns any unit for compliance.

b. Reservations and Power of Attorney. So long as the Developer owns any unit, it reserves the right and has the irrevocable power of attorney coupled with an interest on behalf of all of the owners of unit to act on any matter relating to the development and construction of improvements including alteration, demolition and removal to develop and/or construct the improvements as follows:

(1) Common Elements Improvements. As to improvement of the common element and the installation of services, the Developer will advise the Association whether it is being done at the Developer's cost and if

not, then the Association will have to approve of and consent to the expenditure of the funds necessary to complete the improvements.

(2) Limited Common Element Improvements. As to the improvement of or within the limited common element for a unit, the owner of the unit shall have the sole authority to determine the same and/or incur the cost of the improvements including compliance with the building codes and zoning ordinances.

c. Automatic Transfer of Reservations and Power of Attorney. The Developer by the conveyance of all of the units will automatically transfer his reservations and power of attorney coupled with an interest as to the application for any permits relating to the common elements and the installation of services to the Board of Directors. The Developer by the conveyance of his interest in a unit will automatically transfer his reservation and power of attorney coupled with an interest as to the application for any permit and the development and construction of the improvements within any limited common element to the owner receiving the conveyance of the unit.

As to the common element improvements, any governmental department, agency and/or commission upon certification by the Developer while he remains as the owner of any unit and thereafter any officer of the Association and/or the respective unit owner, shall accept and rely upon such certification that there is a 100% controlling interest and authorization to apply for any applicable permit.

d. Alteration of Project and Amendment of the Declaration. Notwithstanding any other provisions of the Declaration the Association shall proceed immediately to have the Condominium Map and the Declaration amended to conform with the alteration and changes and the same shall be made a part of the Declaration of this project save and except that the cost of making such alteration and changes in the case of any Association's improvement and/or change shall be at the costs of the Developer and/or Association as the case may be, and in the case of a limited common element improvement and/or change shall be at the costs of the Developer or whomever is the owner of the unit undertaking and conducting the improvement and/or change.

e. Compliance with Foregoing Provisions. The Developer, Association and the unit owners shall cooperate and assist each other and, if necessary, confirm in writing their consent to any application for any Permits described above within fifteen (15) days after submission and failure to do so shall constitute and be deemed an automatic consent to such application that is being made

and the persons seeking such permit will be authorized to make such certification on behalf of all of the unit owners. Any objection to consent shall be based solely on noncompliance with the Declaration and By-Laws. Any governmental body obtaining the verification of the foregoing will accept and can rely upon the same without making any further inquiry as to the matter of the consent.

PUUOMAO\PRD

EXHIBIT       E      

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>
Unit 1	4.17                      50.00
Unit 2	4.17                      50.00
	<hr/>
	100.00

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:**

Monthly x 12 months = Yearly Total

Utilities and Services

- Air Conditioning
- Electricity
  - common elements only
  - common elements and apartments
- Gas
- Refuse Collection
- Telephone
- Water and Sewer

Maintenance, Repairs and Supplies

Building Grounds (Driveway)	8.33	\$100.00/Year
-----------------------------	------	---------------

Management

- Management Fee
- Payroll and Payroll Taxes
- Office Expenses

Insurance

Reserves

Taxes and Government Assessments

Audit Fees

Other

TOTAL \$100.00

I/We, THE ASSOCIATION OF HOME OWNERS OF PUU OMAO, as managing agents 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.

*Robert S. White*  
Date: 2/12/90

JOANN A. YUKIMURA  
MAYOR



TOM H. SHIGEMOTO  
PLANNING DIRECTOR

ROLAND D. SAGUM, III  
DEPUTY PLANNING DIRECTOR

TELEPHONE (808) 245-3919

COUNTY OF KAUAI  
PLANNING DEPARTMENT  
4280 RICE STREET  
LIHUE, KAUAI, HAWAII 96766

October 10, 1989



Mr. Calvin Kimura, Executive Secretary  
Real Estate Commission  
Professional and Vocational Licensing Division  
Department of Commerce and Consumer Affairs  
P. O. Box 3469  
Honolulu, Hawaii 96801

Subject: Comments on Puu Omao Condominium Report  
Registration No. 2131 at Omao, Kauai, Hawaii  
Tax Map Key: 2-7-04:49

After reviewing the subject document, we have the following comments to offer:

The amount of limited common elements corresponds to the allowable unit density permitted by the CZO. The subject property is zoned Residential District (R-2) and qualifies for two (2) units. Unless we are advised otherwise, the Tax Map Key number for this report should be revised to 2-7-04:74 since the land area identified corresponds to this parcel on our tax maps.

When applying for Zoning Permits with the Planning Department, the owners must be made aware that 75% of the owners, or their assignee, are required to sign the permit form(s). Should an assignee be designated, such assignee shall present proof of authorization from the 75% of the owners at the time a permit is applied for. This is a requirement because the Planning Department does not recognize the Condominium Report to be a legal subdivision of land.

The uses on the limited common elements shall be limited to those listed as permissible within the "A" Agricultural District in the State Land Use Commission Rules and Regulations. Farm dwellings on the lot shall mean a single-family dwelling located on and used in connection with a farm or where agricultural activity provides income to the family occupying the dwelling.

EXHIBIT F

Mr. Calvin Kimura, Executive Secretary  
Real Estate Commission  
Page 2  
October 10, 1989

There should be a disclosure provision written into this and all ensuing condominium reports stating that approval of the report should not be misconstrued to mean that all County Codes and Ordinances have been complied with. Subsequent development and use shall comply with all applicable County Codes and Ordinances. It should also be made clear that the Horizontal Property Regime (HPR) does not necessarily mean that all County requirements pertaining to subdivision of lands have been met. Therefore, such facilities/improvements that are normally associated with County-approved subdivisions such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emerging traffic, drainage facilities, etc., may not necessarily be provided for. Further, such services as County street maintenance and trash collection will not be available for interior road/roadways.

Because there are more than one farm dwelling proposed/permitted, the land-owners pursuant to the County Farm Dwelling Agreement, should be made aware that any dwelling(s) constructed after the first one will require an inspection of the property by the Planning Department to verify whether agricultural activities are being conducted on the property. If not, such permits to construct additional farm dwellings could be denied.

Exhibit "B" (Limited Common Elements) refers to a condominium map which we note was not attached to the CPR report. Please submit a copy of this map for our files.

Should you have any questions, please feel free to contact Bryan Mamaclay of my staff at 245-3919.

  
TOM H. SHIGEMOTO  
Planning Director