

**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  
**MAITRI PLACE**

3202 and 3202-A East Manoa Road  
 Honolulu, Hawaii 96822

Registration No. 2194 (conversion)

Issued: June 1, 1990  
 Expires: July 1, 1991

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of April 10, 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.

**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.

No prior reports have been issued by the Commission.

Changes made are as follows:

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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 "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 \_\_\_\_\_
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	3/2 1/2	1530 sq. ft.	400 sq. ft.
B	1	3/3	4644 sq. ft.	180 sq. ft.

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:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>4</u>
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: _____	_____
Total Parking Stalls	<u>4</u>

7. Recreational amenities: None

I I PLE CONNECTED WITH THE PRC IT

Developer: Barry M. Brennan & Barbara F. Brennan  
Name

Phone: [REDACTED]  
(Business)

[REDACTED]  
Business Address

[REDACTED]

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

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

Real Estate Sales Agent: The units are not being offered for sale at this time. When the units are offered for sale, the developer will be required to comply with the provisions of Chapter 514A, HRS.

Phone: \_\_\_\_\_  
(Business)

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

Escrow: First American Title Co. of Hawaii, Inc.  
Name

Phone: 524-4050  
(Business)

923 Nuuanu Avenue, Box 3894  
Business Address

Honolulu, Hawaii 96812

Managing Agent: Barry M. Brennan \*  
Name

Phone: 988-7403  
(Business)

3202 E. Manoa Road  
Business Address

Honolulu, Hawaii 96822

\*The developer's intent is to transfer the duties of the Managing Agent to the Association of Apartment Owner's of Maitri Place to have the project considered a self-managed project.

Attorney for Developer: Stephen D. Tom  
Name

White & Tom  
Business Address

820 Mililani Street, Suite 701  
Honolulu, Hawaii 96813 2972

The developer is designated as the initial managing agent. The developer is not a licensed condominium managing agent (CMA) and does not have the required bond as specified under Chapter 514-A, HRS.

**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 24025 Page 717  
 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. 1271  
 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 24025 Page 734  
 Filed - Land Court - Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

The Condominium Statute (Chapter 44A, 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>100%</u>
Bylaws	65%	<u>100%</u>
House Rules	---	<u>N/A</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: 3202 E. Manoa Road Tax Map Key: 2-9-37-25  
HONOLULU, Hawaii 96822 (TMK)

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

Land Area: 14123 [ ] square feet [ ] acre(s) Zoning: R-7.5

Fee Owner: Barry M. Brennan & Barbara F. Brennan  
Name

[REDACTED]  
Address

[REDACTED]

Sublessor: N/A  
Name

Address  
\_\_\_\_\_

**C Buildings and Other Improvements:**

1. [ ] New Building(s) [X] Conversion of Existing Building(s)  
[ ] Both New Building(s) and Conversion
2. Buildings: 2 Floors Per Building A - one  
B - three, including  
[ ] Exhibit \_\_\_\_\_ contains further explanations. garage area on  
ground level

3. Principal Construction Material:  
[ ] Concrete [ ] Hollow Tile [X] Wood  
[ ] Other \_\_\_\_\_

4. Permitted Uses:
- |                     | <u>No. of Apts.</u> |                  | <u>No. of Apts.</u> |
|---------------------|---------------------|------------------|---------------------|
| [ ] Commercial      | _____               | [ ] Industrial   | _____               |
| [X] Residential     | <u>2</u>            | [ ] Agricultural | _____               |
| [ ] Timeshare/Hotel | _____               | [ ] Recreational | _____               |
| [ ] 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: Not more than four unrelated persons per dwellings.
- Other: \_\_\_\_\_
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 2

Elevators \_\_\_\_\_ Stairways \_\_\_\_\_ Trash Chutes \_\_\_\_\_

<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>3/2 1/2</u>	<u>1,530 sq. ft.</u>	<u>400 sq. ft.</u>
<u>B</u>	<u>1</u>	<u>3/3</u>	<u>4,644 sq. ft.</u>	<u>including garage</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 outside surfaces of the exterior walls and roof and the bottom surfaces of the footings and foundations of each dwelling.

Permitted Alterations to Apartments;

See Exhibit "A"



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

Dwelling A was completely remodelled in December, 1984. The original structure was built in 1967. Its expected useful life is at least 40 years.

Dwelling B was completed late in 1988.

b. Compliance With Building Code and Municipal Regulations, Cost to Cure Violations

Structures comply with Building Code and Regulations.

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:

Flood Hazard variance has been granted

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		
Structures	X (Unit A)	X (Unit B)*	
Lot	X		

\*See Exhibit "H"

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     B     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     C    

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: Dwelling A - 40% interest in common elements

Dwelling B - 60% interest in common elements

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

Exhibit  D  describes the encumbrances against the title contained in the title report dated  February 27, 1990  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.

Type of Lien

Effect on Buyer's Interest  
If Developer Defaults

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:

There are no warranties by the Developer; the units are sold "as is".

2. Appliances:

There are no warranties by the Developer; the units are sold "as is".

J. Status of Construction and Estimated Completion Date:

Dwelling A was completed in December, 1984.

Dwelling B was completed in September, 1988.

There are no liens filed against the project.

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:

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

Notice to Owner Occupants

Specimen Sales Contract

Exhibit "F" contains ~~a summary of the pertinent~~ provisions of the sales contract.

Escrow Agreement dated July 14, 1989

Exhibit "C" contains ~~a summary of the pertinent~~ provisions of the escrow contract.

Other \_\_\_\_\_

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

NONE

**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. 2194 filed with the Real Estate Commission on March 15, 1990.

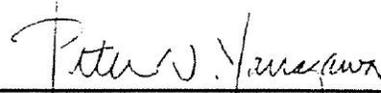
Reproduction of Report. When reproduced, this report must be on:

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.



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

Distribution:

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

EXHIBIT "A"

Alteration of Dwellings.

(a) Any provision of this Declaration to be contrary notwithstanding, the owner of any dwelling shall have the right to alter his dwelling, at any time and from time to time, as hereinafter set forth, solely by an amendment of this Declaration, such amendment to be executed solely by the dwelling owner of such dwelling, provided that such amendment shall be effective only upon the recording of the same in the Bureau of Conveyances of the State of Hawaii. Such amendment shall set forth the number of the dwelling involved, the description thereof as so altered in accordance with Section 514A-11 (2) & (3) of the Hawaii Revised Statutes, and shall include a complete set of floor plans of such dwelling as so altered certified "As Built" by a registered architect or professional engineer.

(b) Such alteration of the plans of a dwelling shall be subject to the prior approval thereof by the appropriate agencies of the State of Hawaii and the City and County of Honolulu. Such alteration of a dwelling may decrease or increase the size of such dwelling, provided that the same shall not extend or place the dwelling outside of the limits of the Lot upon which the dwelling is built as designated on said Condominium File Plan.

(c) City and County of Honolulu Ordinance No. 89-155 restricts the alterations that may be made to Unit B, which is an Ohana Unit. Since Unit B exceeds the allowable floor area of 700 square feet, it may be repaired so as to maintain its current size, but it may not be expanded or rebuilt to its current size in the event that the unit is destroyed or extensively damaged.

(d) Before commencing construction on any alteration of a dwelling during the time period described in Section 514A-16 of the Hawaii Revised Statutes in which liens may arise or be created against the common elements, the dwelling owner thereof shall obtain and deposit with the Secretary/Treasurer a bond or certificate thereof, naming all dwelling owners as dual obligees, in a penal sum of not less than one hundred percent (100%) of the cost of such construction as the same may change from time to time and with a corporate surety authorized to do business in Hawaii, guaranteeing performance of such construction free and clear of all mechanics' and materialmen's liens arising under Section 514A-16 of the Hawaii Revised Statutes.

(e) If any one or more of the provisions of this Paragraph 22 shall be declared to be contrary to law, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions of this Paragraph 22 and shall in no way effect the enforceability of any other provision hereof.

END OF EXHIBIT "A"

EXHIBIT "B"

COMMON ELEMENTS. Paragraph 4 of the Declaration designates certain portions of the Project, as "common elements", including specifically but not limited to:

1. The land in fee simple;
2. All yards, grounds, landscaped areas and uncovered walkways around and between said buildings;
3. All roadways, stairways, sidewalks, driveways, and retaining walls;
4. All central and appurtenant installations for common services, including power, light, water, telephone, television, sewer and trash disposal; and
5. All other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the Project.

END OF EXHIBIT "B"

EXHIBIT "C"

LIMITED COMMON ELEMENTS. Paragraph 5 of the Declaration designates:

Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain dwellings, and such dwelling shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved as follows:

(a) The respective lot upon which each dwelling is built shall be appurtenant to and for the exclusive use of such dwelling, being designated on said condominium file plan as follows:

Unit A                      Lot A

Unit B                      Lot B

Note:                      The lot beneath and adjacent to each unit does not represent a legally subdivided lot.

(b) The driveway connecting the carport of each dwelling to the roadway of the Project shall be deemed a limited common element appurtenant to and for the exclusive use of the dwelling which is served thereby; and

(c) The stairways and walkways connecting the dwelling to the roadway of the Project and/or to the garages of such dwelling served thereby; and

(d) The mailboxes of the respective dwellings shall be deemed a limited common element appurtenant to and for the exclusive use of the dwelling served thereby.

All limited common elements, costs and expenses, including but not limited to, maintenance, repair, replacement, additions and improvements, shall be borne entirely by the owner of the dwelling to which the limited common elements are appurtenant.

END OF EXHIBIT "C"

EXHIBIT "D"

1. **TAXES**      Tax Map Key: OAHU 2-9-37-25

Taxes for the Fiscal Year 1989-1990 are a lien; payable as follows:

1st Installment:	\$1,730.48	PAID
2nd Installment:	\$1,730.48	OPEN

(Delinquent after February 20, 1990)

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Any rights that may exist by reason of the fact that Manoa Stream passes through a portion of the land herein described.
4. Right of Woodlawn Dairy and Stock Company Limited to lay and forever maintain and use pipeline, as set forth in that certain Deed dated May 16, 1914, recorded in the Bureau of Conveyances of the State of Hawaii in Book 415 Page 130.
5. Affidavit dated December 18, 1985, made by Barry M. Brennan, in favor of the Building Department, City and County of Honolulu, subject to the provisions contained therein, recorded in said Bureau of Conveyances in Book 19156 Page 488, to which reference is hereby made.
6. Covenants, agreements, obligations, conditions, easements and other provisions as contained in: Declaration of Condominium Property Regime, dated November 20, 1989, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 24025, at page 717; By-Laws of the Association of Dwelling Owners of Maitri Place, adopted November 20, 1989, and recorded in said Bureau in Liber 24025, at Page 734; Condominium Map No. 1271.

END OF EXHIBIT "D"

EXHIBIT     C    

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months =</u>	<u>Yearly Total</u>
A	60.00	\$ 720.00
B	90.00	<u>1,080.00</u>
		\$1,800.00

The owner of each dwelling is solely responsible for the maintenance and repair of his unit. Each dwelling owner shall be responsible for procuring fire, comprehensive, liability, flood, and such other appropriate insurance upon his unit and the limited common elements appurtenant thereto as may be required by law and by the Declaration of Condominium Property Regime and By-Laws of Maitri Place Condominium. If and when maintenance to the driveway or other common areas becomes necessary, the Board will utilize Reserve funds, and if necessary, assess each dwelling owner to cover expenses. The Board of Directors of the Association will assess the unit owners of their respective shares as provided in the Declaration and By-Laws. Insurance on the limited common elements of the Project will be paid separately by each dwelling owner, with the Association named as an additional insured.

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

EXHIBIT "E"

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

	percent total	percent total
<b>Utilities and Services</b>		
Air Conditioning	0	0
Electricity	0	0
[ ] common elements only		
[ ] common elements and apartments		
Gas	0	0
Refuse Collection	0	0
Telephone	0	0
Water and Sewer	0	0
<b>Maintenance, Repairs and Supplies</b>		
Building	15.00	180.00
Grounds	15.00	180.00
<b>Management</b>		
Management Fee	0	0
Payroll and Payroll Taxes	0	0
Office Expenses	0	0
<b>Insurance</b>		
Reserves	120.00	1,440.00
Taxes and Government Assessments	0	0
Audit Fees	0	0
Other	0	0
 <b>TOTAL</b>	 <b>\$150.00</b>	 <b>\$1,800.00</b>

developer I/we, DARRY M. DRENNAN, 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.

*Darry M. Drennan*  
Date: 26 Feb 90



... shall not exclude any other remedies available to Buyer.

**C. STAKING**

Seller shall order and pay for the cost of staking licensed surveyor if stakes are not visible. If buyer wishes to confirm the accuracy of staking, he may order a survey prior to closing and the Seller shall reimburse the Buyer for the cost of this survey on or before closing if the original stakes prove to be inaccurate. This provision does not apply to a condominium or co-operative apartment.

**D. CUSTOMARY CLOSING COSTS (Except Where Not Applicable):**

These are customary costs and not intended to be an all inclusive list.

**Expenses to be paid by Buyer**

- Continuation of Title Evidence
- Title Insurance (Less Seller's Cost of Certificate of Title/Lien Letter)
- Drafting of Agreement of Sale
- Drafting of Mortgage and Note
- Drafting of Buyer's Consents
- Mortgage Assumption Fee
- Buyer's Notary Fee
- Buyer's Consent Fee
- All Recording Fees except Documents to Clear Seller's Title
- 1/2 Escrow Fee
- Condo Ownership Transfer Fee
- FHA Discounts When Applicable

**Expenses to be paid by Seller**

- Certificate of Title/Lien Letter
- Drafting of Deed or Assignment of Lease
- VA or FHA Discount Points When Applicable
- Drafting of Seller's Consents
- Drafting of Bill of Sale
- Seller's Notary Fee
- Seller's Consent Fee
- Conveyance Tax
- 1/2 Escrow Fee
- Survey and Staking
- Pest Control Inspection Report
- Pest Control Treatment

**E. PEST CONTROL:**

Seller shall deliver to Buyer through escrow a report from a licensed pest control company stating that there is no live visible wood destroying pest infestation in the improvements described herein. Seller shall pay for wood destroying pest extermination treatment if it is required in order to furnish the report.

**F. SELLER'S LIMITED WARRANTY:**

The Seller warrants and the Buyer will acknowledge in writing that all major appliances, plumbing and electrical and/or gas fixtures included in the sale will be in working order consistent with their age as of the date of closing or occupancy, if earlier. No continuing warranty is expressed or implied.

**G. RISK OF LOSS AND INSURANCE:**

Risk of loss and responsibility for insurance coverage passes to Buyer upon transfer of title or occupancy whichever comes first.

**H. DEFAULT**

It is expressly understood and agreed. First: in the event Buyer fails to pay the balance of the purchase price or complete the purchase as herein provided, Seller may (a) bring an action for damages for breach of contract; (b) retain the initial deposit and all additional deposits provided for herein, as liquidated damages; and (c) Buyer shall be responsible for any cost incurred in accordance with this contract. Second: in the event Seller fails to perform his obligations as herein provided, Buyer not being in default, Buyer may (a) bring an action against Seller for damages for breach of contract; (b) file and maintain an action against Seller for specific performance of this contract; and (c) Seller shall be responsible for any cost incurred in accordance with this contract. The foregoing shall not exclude any other remedies available to either Seller or Buyer. In the event of default and/or a law suit arising out of this contract (including a suit by a REALTOR for commission), the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fee. All expenses incurred by escrow shall be deducted from deposited funds prior to any disbursement to the prevailing party.

**I. CLOSING:**

For the purpose of this contract "closing" shall be the date upon which all appropriate documents are recorded. Buyer and Seller agree to execute appropriate or customary documents when requested to do so.

**J. CONSENT:**

The obligations of Buyer or Seller hereunder are conditioned upon obtaining those necessary consents of vendors, existing mortgage, lessors and/or condominium, co-op or other such associations, Buyer or Seller agrees to cooperate and use all reasonable effort to obtain such consents.

**K. TIME IS OF THE ESSENCE:**

If either Buyer or Seller for reasons beyond his control cannot perform his obligation to purchase or sell the property by the closing date, then such party by giving escrow written notice prior to the closing date called for in this contract with copies to all parties to this contract, can extend closing for no longer than 30 calendar days to allow performance. Thereafter time is of the essence and the default provisions of Paragraph H. apply. Any further extension must then be agreed to in writing by both parties. There is no automatic right to extend. This provision relates only to the extension of the closing date.

**L. OBLIGATIONS:**

REALTOR shall not be held liable to either Buyer or Seller for the failure of either to perform their obligations pursuant to this contract.

**M. CONFLICT:**

Handwritten or typed provisions herein shall supersede any printed provisions in this contract if there is a conflict.

**N. PERMISSION:**

The REALTOR has the Buyer's and Seller's permission to supply data to Multiple Listing Service regarding the sales price and terms of this transaction for use by REALTORS in making market studies, providing service to the public and advising their clients.

**O. COMPLETE AGREEMENT:**

This contract constitutes the entire agreement between the Buyer and Seller and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreements (both written and oral) of the Buyer and Seller. No variation or amendment of this contract shall be valid or enforceable without written approval by the Buyer and Seller.

**IMPORTANT: PLEASE SEPARATE DROA COPIES BEFORE EXECUTING COOPERATING REALTOR'S SEPARATE AGREEMENT OR SIGNATURES WILL COPY THROUGH TO OTHER SIDE.**

**COOPERATING REALTOR'S SEPARATE AGREEMENT**

Seller's REALTOR agrees to pay to Cooperating REALTOR through escrow at closing the following amount: \_\_\_\_\_ in consideration for assistance given by Cooperating REALTOR. In the event Seller retains Buyer's deposit money as liquidated damages and Seller's REALTOR retains a portion of the deposit as stated in paragraph 12, Seller's REALTOR will share 1/2 of his retained funds with Cooperating REALTOR.

Date	_____ 19__	Date	_____ 19__
Seller's REALTOR	_____ (name of REALTOR firm)	Cooperating REALTOR:	_____ (name of REALTOR firm)
Office ID Number	_____	Office ID Number	_____
By	_____	By	_____
Address	_____	Address:	_____
Phone	_____	Phone:	_____

ADDENDUM T DEPOSIT RECEIPT, OFFER AND ACCEPTANCE DATED  
JULY 12, 1989

This addendum is made a part of the offer dated July 12, 1989, to purchase the residence located at 3202 East Manoa Road, Honolulu, Hawaii, 96822.

SPECIAL TERMS:

This offer is subject to the following:

1. Seller completing driveway at seller's expense prior to close of escrow.
2. Seller completing landscaping at seller's expense prior to close of escrow.
3. Seller installing fence dividing lot as described in HPR document prior to close of escrow.
4. Seller to hand Buyer the HPR documents within 5 days of approval by the State of Hawaii's Department of Commerce and Consumer Affairs. Buyer to approve or disapprove said document within 5 days of receipt of same.
5. All down payments to be held in an interest bearing account with interest earned credited to Buyer to date of recordation.
6. If this transaction is not consummated, all deposits with interest earned shall be returned immediately to Buyer.
7. Real Property taxes, maintenance costs, liability insurance and all pertinent costs described in the HPR document shall be pro-rated as of the date of recordation.
8. The <sup>10,200</sup>~~55,100~~ to be paid out of escrow shall be paid in three (3) equal installments of \$1,700, payable the first day of August, September and October 1989.
9. If the <sup>sale</sup>~~necessary~~ documents (survey report, HPR documents, etc.) are not prepared by <sup>10/31</sup>~~October~~ 31, 1989, through no fault of Seller and Buyer, or if satisfactory financing per Item 3 of DROA is not obtainable, this agreement shall automatically convert into an Agreement of Sale with the following terms:
  - a. Purchase price, down payment and amount paid outside of escrow shall remain the same.
  - b. The term of the Agreement of Sale to be three (3) years.
  - c. Interest rate to be 10% per annum.
  - d. Monthly payments on the Agreement of Sale to be \$2,920 per month, interest only.
  - e. There shall be no pre-payment penalty.

Seller's initial BTZ

-1-

Buyer's initial WT

"F-2"

Addendum to DROA dated July 12, 1989.  
Page 2.

f. Buyer to obtain fire and liability insurance and pay for property taxes.

10. Buyer and Seller understands that KENDOR Realty, Inc., does not represent either party and will be compensated a "finder's fee" for its services per separate agreement with Seller. Said fee shall be paid through escrow.

SELLER:

Benny Bruner

BUYER:

Len Tamaid  
Natalie M. Haring

DATE:

July 15, 1989

DATE:

7/14/89

EXHIBIT "G"

Escrow Agreement Summary.

A copy of the escrow agreement has been submitted as part of the registration of this project. The escrow agreement identifies First American Title Company of Hawaii as the "Escrow."

Among other provisions, the executed escrow agreement provides the following which relates to the refund of the purchaser's money:

Any party instructing Escrow to cancel this escrow shall file Notice of Cancellation in Escrow's office, in writing. Escrow shall, within a reasonable time thereafter, mail by certified mail, one copy of the notice to each of the other parties at the address stated in the escrow. Unless written objection to cancellation is filed by a party within 15 calendar days after date of mailing, Escrow is authorized at its option to comply with the notice and to demand payment of its cancellation charge. If written objection is filed, Escrow is authorized at its option to hold all money and instruments in this escrow and to take no further action until otherwise directed, either by the parties' mutual written instructions or by final order of the Court.

It is incumbent upon the purchaser and prospective purchaser that he read with care the subscription and purchase agreement, and the executed escrow agreement. The latter document, the escrow agreement, establishes how the proceeds from the sale of apartments and all sums received from any source are placed in escrow.

END OF EXHIBIT "G"

EXHIBIT "H"

Disclosure of Building and Zoning Regulations Regarding Ohana Units.

Unit B is an Ohana unit that exceeds the allowable floor area of 700 square feet under current building and zoning regulations of the City and County of Honolulu. Under the building and zoning regulations, the unit may be repaired to maintain it in its current size, but may not be expanded beyond its present size, or rebuilt to its present size in case the unit is destroyed or extensively damaged.

END OF EXHIBIT "H"