



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

2892 KOMAIA PLACE

2892 Komaia Place
Honolulu, Hawaii

Registration No. 2216 (Partial 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 March 23, 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:** 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.
(yellow)
- FINAL:** The developer has legally created a condominium and has filed complete information with the Commission.
(white)
- No prior reports have been issued
 Supersedes all prior public reports
 Must be read together with _____
- SUPPLEMENTARY:** Updates information contained in the
(pink)
- 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.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Dwight Neal Jackson and Co-Trustees
Maurice Wilbur Jackson and Leslie
Name Baxter Jackson
Business Address
Phone: (Business)

Names of officers or general partners of developers who are corporations or partnerships:
not applicable

Real Estate Sales Agent: The units will not be offered for sale at this time (see page 18). When the units are offered for sale, the developer will need to comply with the provisions of Chapter 514A, HRS.
Name
Business Address
Phone: (Business)

Escrow: The units will not be offered for sale at this time (see page 18). When the units are offered for sale, the developer will need to comply with the provisions of Chapter 514A, HRS.
Name
Business Address
Phone: (Business)

Managing Agent: Self-managed by the Association of Apartment Owners
Name
Business Address
Phone: (Business)

Attorney for Developer: Dennis J. Davis
Name
737 Bishop Street, #1460
Business Address
Honolulu, Hawaii 96813

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

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

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

The Declaration for this condominium is:

Proposed
 Recorded — Bureau of Conveyances — Book 22796 Page 486
 Filed — Land Court — Document Number _____

Amendment date(s) and recording/filing information:

Dated February 17, 1989, Recorded February 24, 1989 at Book 22893 Page 208

- 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. 1178
 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 22796 Page 486
 Filed — Land Court — Document Number _____

Amendment date(s) and recording/filing information:

D. **House Rules.** The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial house rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed Adopted

Developer does not plan to adopt house rules.

E. **Changes to Condominium Documents**

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

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

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

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

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

none

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.

3. Underlying Land:

Address: 2892 Komaia Place Tax Map Key: (1) 2-9-17-27
Honolulu, Hawaii 96822 (TMK)

Address TMK is expected to change because _____

Land Area: 26,495 square feet acre(s) Zoning: R 7.5

Fee Owner: Dwight Neal Jackson and
Maurice Wilbur Jackson and Leslie Baxter Jackson

name

address

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 _____

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>2</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 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 none

Stairways _____

Trash Chutes none

<u>Apt. Type</u>	<u>Qty</u>	<u>BR/Bath</u>	<u>Net Living Area*</u>	<u>Lanai/Patio</u>
<u>2892</u>	<u>1</u>	<u>2/2</u>	<u>1,157.5</u>	<u>0</u>
<u>2892A</u>	<u>1</u>	<u>3/2</u>	<u>1,241</u>	<u>565</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 attached Exhibit "A"

Permitted Alterations to Apartments:

See attached Exhibit "A"

7. Parking Stalls:

Total Parking Stalls: 4

	<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>4</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Guest Unassigned	<u>0</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 Covered & Open	<u>4</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Each apartment will have the exclusive use of at least 2 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:

[x] There are no recreational or common facilities.

[] Swimming pool

[] Storage Area

[] Recreation Area

[] Laundry Area

[] Tennis Court

[] Trash Chute

[] Other: _____

9. Present Condition of Improvements

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

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

Excellent Condition - 25 years

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

In compliance with Building Code and Municipal 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:

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

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

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

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

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

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

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

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

Exhibit 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 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: Each apartment and its owner(s) shall have appurtenant thereto a fifty percent (50%) interest in the common elements of the Project for all purposes including voting, said interest being referred to as the "common interest."

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 February 1, 1990 and issued by Title Guaranty of Hawaii.

Blanket Liens:

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

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
First Mortgage	If the Developer defaults on the debt secured by this property and does not cure during the allowed period the property is subject to Foreclosure or they may invoke a power of sale and may sell the property subject to certain terms and conditions contained in the mortgage document dated March 31, 1989, and recorded in Liber 23062, Page 510 (see also page 18).

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.

[~~X~~] self-managed by the Association of Apartment Owners.

[] other _____

i. 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.

No periodic maintenance fee is anticipated, only special assessments.

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

i. 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:

Electricity

Television Cable

Gas

Water & Sewer

Other none

. 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:** Richard Cooke Construction, Ltd. completed construction of unit 2892-A on January 8, 1990. Their contract provides for them to correct faulty work or defective materials for which written notice is given the contractor within a period of one year after completion. No other warranties are given.

2. **Appliances:** none

Status of Construction and Estimated Completion Date:

construction is complete

Project Phases:

The developer [] has [X] 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 - n/a per H.R.S. 514A-108(c) and (b).

[] Specimen Sales Contract none - units to be conveyed to developers as their personal residences.

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

[] Escrow Agreement dated _____ none - their personal residences.

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

[] Other Specimen Apartment Deeds

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

The property subject to this application has been for many years a single family personal residence of Maurice and Leslie Jackson. Their son, Dwight, obtained their permission to construct a residence on the same lot provided the original residence was individually conveyable by his parents' estate to their other children. Dwight intends the new residence as his personal residence and has no plans to sell or otherwise convey the property.

Dwight arranged for construction of a new residence on the rear of his parents lot and undertook a construction loan from First Federal Savings and Loan. Dwight was the borrower and his parents signed an accommodation rider and allowed a mortgage to be placed on the entire parcel. The lender was aware that an CPR was being filed and agreed verbally that they would release the parents' residence from the mortgage lien once Dwight's residence was individually conveyable.

There will be no additional consideration paid upon the conveyance of the parcel from the developers to Dwight and his parents and therefore no reason for an escrow or sales documents other than the deeds.

The common interest allocation was calculated to be equal between the two apartments in the project based on each unit having equal access and potential usage of the common elements not specifically limited common elements and each apartment consisting of a single family residence.

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.

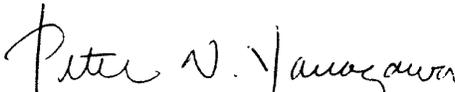
Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107)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

This Public Report is a part of Registration No. 2216 filed with the Real Estate Commission on March 23, 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.



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"

BOUNDARIES OF EACH APARTMENT

- A. Apartment 2892 is a separate one-story, wood frame structure, without basement, containing 2 bedrooms and 2 baths. The total net interior living area of Apartment 2892 is approximately 1,157.5 square feet. Said apartment also contains an attached covered carport/laundry area totalling approximately 482 square feet.
- B. Apartment 2892A is a separate two-story wood frame structure, without basement, containing 3 bedrooms and 2 baths. The total net interior living area of Apartment 2892A is approximately 1,241 square feet with parking for two vehicles provided beneath the structure.
- C. The apartments are located in the manner shown on the Condominium Map.
- D. The respective apartments shall not be deemed to include any pipes, wires, conduits or other utility lines running over, under, or through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided.

PERMITTED ALTERATION TO APARTMENTS

Individual apartment owners may remodel, expand or otherwise alter their apartment, provided same is done in complete accordance with all applicable ordinances, codes, rules, regulations or other requirements in force at the time of said construction. Restoration or replacement of the Project or any building thereof, or construction of any additional building or structural alteration or addition to any building, different in any material respect from the Condominium Map of the Project, shall be undertaken only pursuant to an amendment of the Declaration, in accordance with complete plans and specifications submitted to the Board of Directors. Promptly upon completion of such restoration, replacement or construction, the Association shall record the amendment in the Bureau of Conveyances together with a complete set of floor plans of the Project so altered, certified as built by a registered architect or professional engineer.

EXHIBIT "B"

COMMON ELEMENTS

One freehold estate of all the portions of the Project not specifically designated as an apartment including specifically, but not limited to:

- (1) The land in fee simple;
- (2) The common driveway as so designated on the Condominium Map;
- (3) All ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, water, sewage, irrigation and telephone;
- (4) Any and all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the Project.

LIMITED COMMON ELEMENTS

Certain parts of the common elements, herein referred to as the "limited common elements," are hereby designated and set aside for the exclusive use of one or more apartments, and such apartment(s) shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

- A. The immediate land and yard area upon and around each apartment is located, as so shown and designated on Condominium Map as Lot B for Apartment 2892 containing an area of approximately 6870.5 sq. ft. and Lot A for Apartment 2892A containing an area of approximately 18,936.5 sq. ft.

NOTE: The land and yard area under and around each apartment does not designate a legally subdivided lot.

EXHIBIT "C" - ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes, Second Installment, Fiscal Year July 1, 1989 - June 30, 1990. (see tax statement attached)
Tax Key: 2-9-017-027 (1) Area Assessed: 26,495 sq. ft.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Terms, conditions and provisions contained in that certain unrecorded Joint Self-Trusteed Trust Agreement dated January 29, 1986.
4. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Horizontal Property Regime dated January 20, 1989, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 22796 at Page 486, as the same may hereafter be amended in accordance with law or with said Declaration. (Project covered by Condominium Map No. 1178.) Said Declaration was amended by instrument dated February 17, 1989, recorded in Liber 22893 at Page 208.
5. By-Laws of the Association of Apartment Owners of the Condominium Project known as "2892 Komia Place" dated January 20, 1989, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 22796 at Page 498, as the same may hereafter be amended.
6. MORTGAGE
MORTGAGOR : MAURICE WILBUR JACKSON and LESLIE BAXTER JACKSON, husband and wife, as Co-Trustees under an unrecorded Joint Self-Trusteed Trust Agreement dated January 29, 1986, made by Maurice Wilbur Jackson and Leslie Baxter Jackson, as Settlers, and DWIGHT NEAL JACKSON, unmarried
MORTGAGEE : FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AMERICA, a federal corporation
DATED : March 31, 1989
RECORDED : Liber 23062 Page 510
AMOUNT : \$150,000.00 - covers Apartments 2892 and 2982A, besides other Apartments