



**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

2321 LILIUOKALANI STREET CONDOMINIUM

2321 Liliuokalani Street  
 Kilauea, Kauai, Hawaii

Registration No. 2285 (Partial Conversion)

Issued: November 21, 1990  
 Expires: December 21, 1991

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of November 1, 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. This report also includes information submitted by the Kauai County Planning Department Type of Report: dated August 27, 1990.

- 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 earlier reports if they wish to know the specific changes that have been made.

[X ] No prior reports have been issued by the Commission.

[ ] Changes made are as follows:

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*****
*   SPECIAL NOTICE:
*
*   THERE ARE COUNTY RESTRICTIONS ON THE NUMBER OF
*   RESIDENTIAL DWELLING UNITS, OR OTHER STRUCTURES,
*   WHICH MAY BE BUILT UPON THE PROPERTY.  THEREFORE,
*   UNLESS THE PURCHASER IS PURCHASING AN EXISTING
*   RESIDENTIAL DWELLING, THERE IS NO ASSURANCE THAT
*   THE PURCHASER WILL BE ABLE TO BUILD A RESIDENTIAL
*   DWELLING UNIT ON THE PROPERTY.  THERE ALSO IS NO
*   ASSURANCE THAT THE PURCHASER WILL BE ABLE TO CONVERT
*   AN EXISTING NON-RESIDENTIAL STRUCTURE TO A RESIDENTIAL
*   USE.  THE PURCHASER SHOULD CONSULT WITH THE
*   APPROPRIATE COUNTY AGENCIES TO DETERMINE WHETHER THE
*   PURCHASER MAY BUILD A RESIDENTIAL DWELLING UNIT,
*   OR ANY OTHER TYPE OF STRUCTURE, UPON THE PROPERTY.
*
*   1.  This Public Report does not constitute an
*       approval of the project nor that all County
*       Codes, Ordinances and subdivision requirements
*       have been complied with.
*
*   2.  This project does not involve the sale of
*       individual subdivided lots.  The dotted lines
*       on the Condominium Map (Exhibit A) are for
*       illustration purposes only.
*
*   3.  Facilities and improvements normally associated
*       with County approved subdivisions may not
*       necessarily be provided for and services such as
*       County street maintenance, enhanced water
*       facilities, fire service, related services and
*       trash collection will not be available for
*       interior roads.
*
*   4.  Read Exhibit D (Protective Covenants) and
*       Exhibit J (Letter from County of Kauai)
*       with care, especially if one is contemplating
*       the purchase of Unit 2.
*
*   5.  Unit 2 is a storage unit; The owner of Unit 2 is
*       also entitled to construct an "ohana" type
*       additional dwelling unit under Kauai County
*       Ordinance.  A building permit must be obtained
*       prior to December 31, 1991, or it may not be
*       possible to construct a residence on the
*       property. Purchaser should contact the Kauai
*       County Planning Department to verify Purchaser's
*       expectations may be met.
*
*   THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY
*   REVIEW THE DOCUMENTS FOR FURTHER INFORMATION WITH
*   REGARD TO THE FOREGOING.
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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 lessee (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 as 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 Residential and Storage
- 3.  High Rise (5 stories or more)  Low Rise
- 4.  Single or  Multiple Buildings

5. Apartment Description

<u>Apt. NO.</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Storage Shed (Lanai/Patio (sf)</u>
<u>1</u>	<u>1</u>	<u>5/3</u>	<u>2,400</u>	<u>528 (Garage)</u>
<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>90 (Storage)</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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>2</u>
Guest Stalls	<u>0</u>
Unassigned Stalls	<u>0</u>
Extra Stalls Available for Purchase	<u>0</u>
Other: _____	<u>0</u>
<b>Total Parking Stalls</b>	<b><u>2</u></b>

Each unit has ample parking area within its limited common element, but shall have at least two (2) stall areas at all times.

7. Recreational amenities:

NONE

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: JILL D. PERRIN  
Name  
P.O. Box 633  
Business Address  
Kilauea, HI 96754

Phone: [REDACTED]  
(Business)

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Sales Agent: HANALEI NORTH SHORE PROPERTIES  
Name ATTN: Roberta Haas  
P.O. Box 607  
Business Address  
Hanalei, HI 96714

Phone: (808) 826-9622  
(Business)

Escrow: TITLE GUARANTY ESCROW SERVICES, INC.  
Name  
4290 Rice St.  
Business Address  
Lihue, HI 96766

Phone: (808) 245-3381  
(Business)

Managing Agent: Self-Managed \*\*  
Name  
Business Address  
\_\_\_\_\_

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

\*\*Upon compliance with all applicable condominium management laws.

Attorney for Developer: STEVEN R. LEE  
Name  
2959 Umi Street, Suite 300  
Business Address  
Lihue, Hawaii 96766



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 changes:

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

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

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

Developer has reserved the right to make certain modifications to the Declaration, Bylaws, Apartment Deed and other documents as may be required by law, a title insurance company, any institution, mortgagee or governmental agency.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

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

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

Lease Term Expires: \_\_\_\_\_  
Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:     Monthly                                     Quarterly  
    Semi-Annually                                     Annually

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

- Individual Apartments in Fee Simple Common Interest in the Underlying Land in Leasehold or Subleasehold:

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

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

Lease Term Expires: \_\_\_\_\_  
Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:     Monthly                                     Quarterly  
    Semi-Annually                                     Annually

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

- Other:

For Subleaseholds:

- Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is  
 Cancelled                     Foreclosed
- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is cancelled or foreclosed.

**B. Underlying Land:**

Address: 2321 Liliuokalani Street Tax Map Key: (4) 5-2-020-086  
Kilauea, Kauai, Hawaii 96754 (TMK)

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

Land Area: 10,498 [X] square feet [ ] acre(s) Zoning: Residential

Fee Owner: JOHN D. PERRIN and JILL D. PERRIN  
- Name

P.O. Box 633  
Address

Kilauea, HI 96754

Sublessor: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

**C Buildings and Other Improvements:**

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

2. Buildings: 2 Unit #1 = 2 Floors  
Floors Per Building Unit #2 = 1 Floor

[ ] Exhibit \_\_\_\_\_ contains further explanations.

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	_____
[X] Other: <u>Please see Page 18 for further explanation.</u>			_____

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 Declaration of Restrictive Covenants apply, see Exhibit 'D'.

Number of Occupants: \_\_\_\_\_

Other: \_\_\_\_\_

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 2

Elevators 0

Stairways 0

Trash Chutes 0

<u>Apt. No.</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Storage Shed(s)/ Lanai/Patio (sf)</u>
<u>1</u>	<u>1</u>	<u>5/3</u>	<u>2,400</u>	<u>528 (Garage)</u>
<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>90 (Storage)</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:

See Exhibit A. Within the requirements of the zoning ordinances and Declaration of Restrictive Covenants outlined Exhibit D, each unit owner may place improvements where desired, and subsequently relocate improvements, provided such improvements also comply with the building and zoning requirements of the County of Kauai.

See explanatory and advisory letter from the County of Kauai Planning Department attached as Exhibit J.

Permitted Alterations to Apartments:

As allowed by Kauai County zoning ordinances and the Declaration of Restrictive Covenants referenced in Exhibit D. Upon construction of each permanent improvement, an amendment to the Declaration of Condominium Property Regime and the Condominium Map (Exhibit A) by the Association of Unit Owners will be required to disclose actual improvements as a matter of public record.

7. Parking Stalls:

Total Parking Stalls: At least two (2) parking stall areas will be required in each unit's limited common element.

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

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

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

9. Present Condition of Improvements

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

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

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

10. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

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

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

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at or 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 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     E     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     E    

as follows:

The portion of land set aside for the use of each owner of a Unit as set forth in Exhibit A, subject to the roadway and utility easement.

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     C     describes the common interests for each apartment.

As follows:

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

Exhibit     F     describes the encumbrances against the title contained in the title report dated     July 17, 1990     and issued by TITLE GUARANTY OF HAWAII, INC.

Developer represents that since that date there have been no changes except for the addition of condominium documents and amendments thereof as noted on **Blanket Liens:** page 7 of this Public Report.

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>
MORTGAGES	If Foreclosed, Buyer's Deposit(s) will be refunded and Contract will be cancelled

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, management contract must have a term of one year or less and the parties must be able to terminate 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     G     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 of each warranty, are as follows:

1. **Building and Other Improvements:**

No warranties on the purchase of any dwelling or shed.  
A professional inspection is suggested to all purchasers.

2. **Appliances:**

NONE

J. Status of Construction and Estimated Completion Date:

All construction is now complete.

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

Escrow Agreement dated May 29, 1990

Exhibit I contains a summary of the pertinent provisions of the escrow contract.

Other Registration Forms

#### IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

This is a condominium project, not a subdivision. Units purchased are not subdivided lots. If a residence is not already constructed, you will be required to comply with zoning codes to be allowed to construct a residence on your limited common element. To determine whether your expectations can be realized, you should carefully review this Report, especially Exhibit D, the Declaration of Restrictive Covenants. Among other things, such restrictions state what you may and may not do with the property, what is required of you, and what is and is not available. You should also conduct your own investigations and ascertain the validity of information provided. If there is an Architectural Review Committee, it must approve all building plans.

Please remember that issuance of this Report does not mean the Real Estate Commission has approved the project.

The County of Kauai Planning Department has advised that, in order to process the necessary permits for the construction on a Unit, authorization from at least 75% of the legal and equitable ownership of the entire property shall be required, consistent with the Declaration of Condominium Property Regime, the Bylaws and the Protective Covenants and Building Rules, sometimes referred to as the "Project Documents."

Except as limited specifically by the Project Documents all uses permitted in the Residential Zone are permitted. See Kauai County Comprehensive Zoning Ordinance.

With reference to page 10 of this report, specifically the permitted uses of buildings and other improvements, structures shall only be occupied or used for residential and associated uses, and those uses permitted under the Kauai County Zoning Ordinance and the Project Documents herein referenced.

A buyer should understand that all development and use of the properties shall comply with all County Codes and Ordinances, that owners in this condominium project will not necessarily receive the same County benefits as owners of approved subdivided lots, and that owners who develop their properties later than others may find that insufficient utility capacities or changes in the law or zoning codes may thwart their expectations.

NOTE: The County's Planning Department letter of August 27, 1990 (Exhibit J), makes it clear that though the property qualifies for two units, "qualifies" does not mean that permits will automatically be approved. Read the County's letter with care.

**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 the 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 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 Declaration of Restrictive Covenants for "Puu Lani" Subdivision

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. 2285 filed with the Real Estate Commission on August 9, 1990.

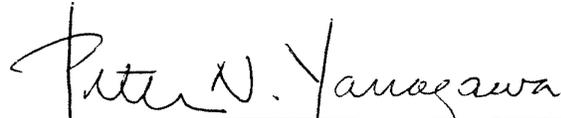
**Reproduction of Report.** When reproduced, this report must be on:

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

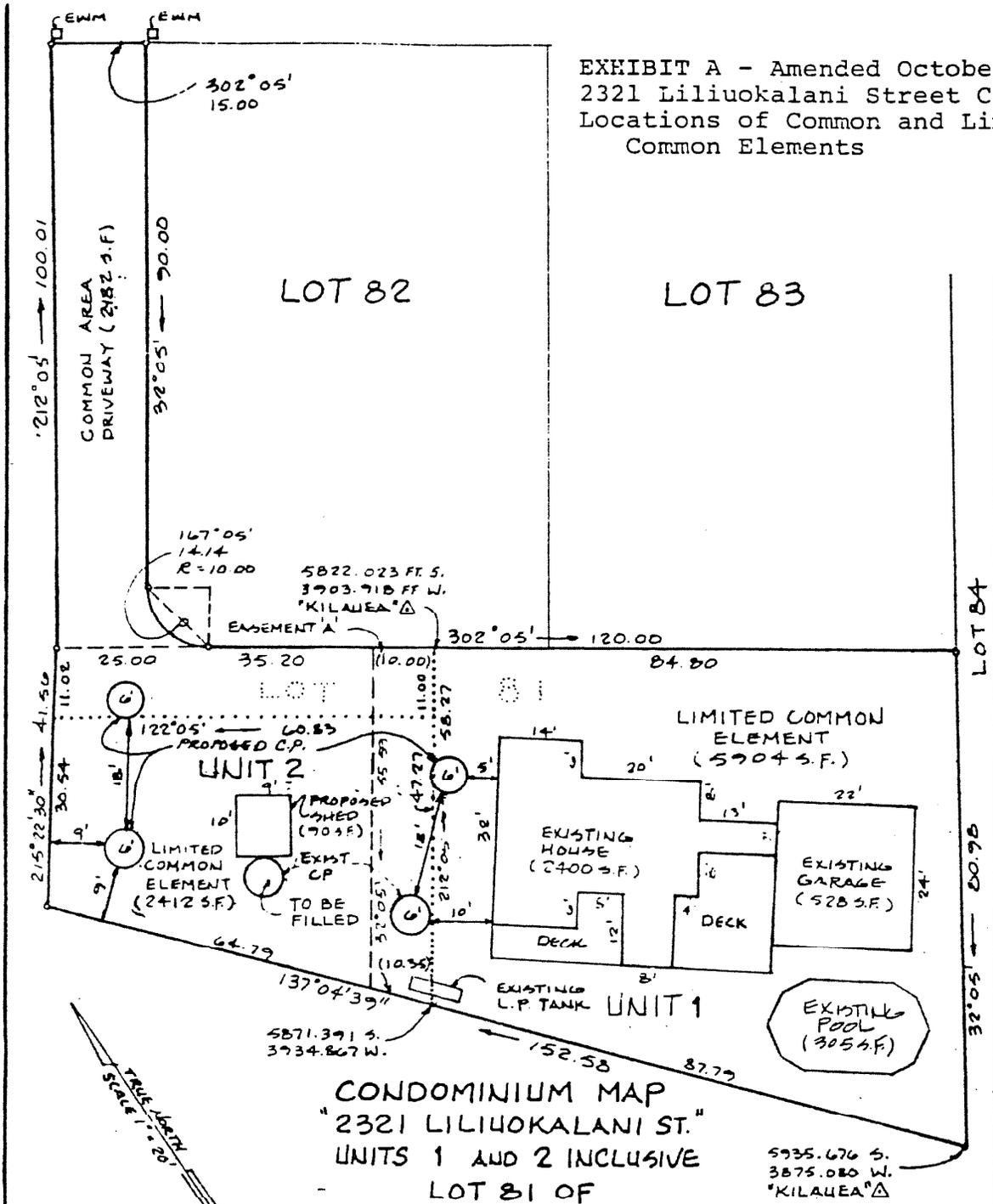
Department of Finance, County of Kauai

Planning Department, County of Kauai

Federal Housing Administration

Escrow Agent

EXHIBIT A - Amended October 16, 19  
 2321 Liliuokalani Street Condomini  
 Locations of Common and Limited  
 Common Elements



CONDOMINIUM MAP  
 "2321 LILIUOKALANI ST."  
 UNITS 1 AND 2 INCLUSIVE  
 LOT 81 OF

PUA LANI SUBDIVISION PHASE II  
 A+B INCREMENT I & II  
 KILAUEA, HANAIEI, HAWAII  
 BEING A PORTION OF GRANT #2896 TO  
 CHARLES TITCOMB  
 AREA = 10,498 S.F.

EASEMENT 'A' AREA = 569 SF  
 FOR CESSPOOL & UTILITY PURPOSES

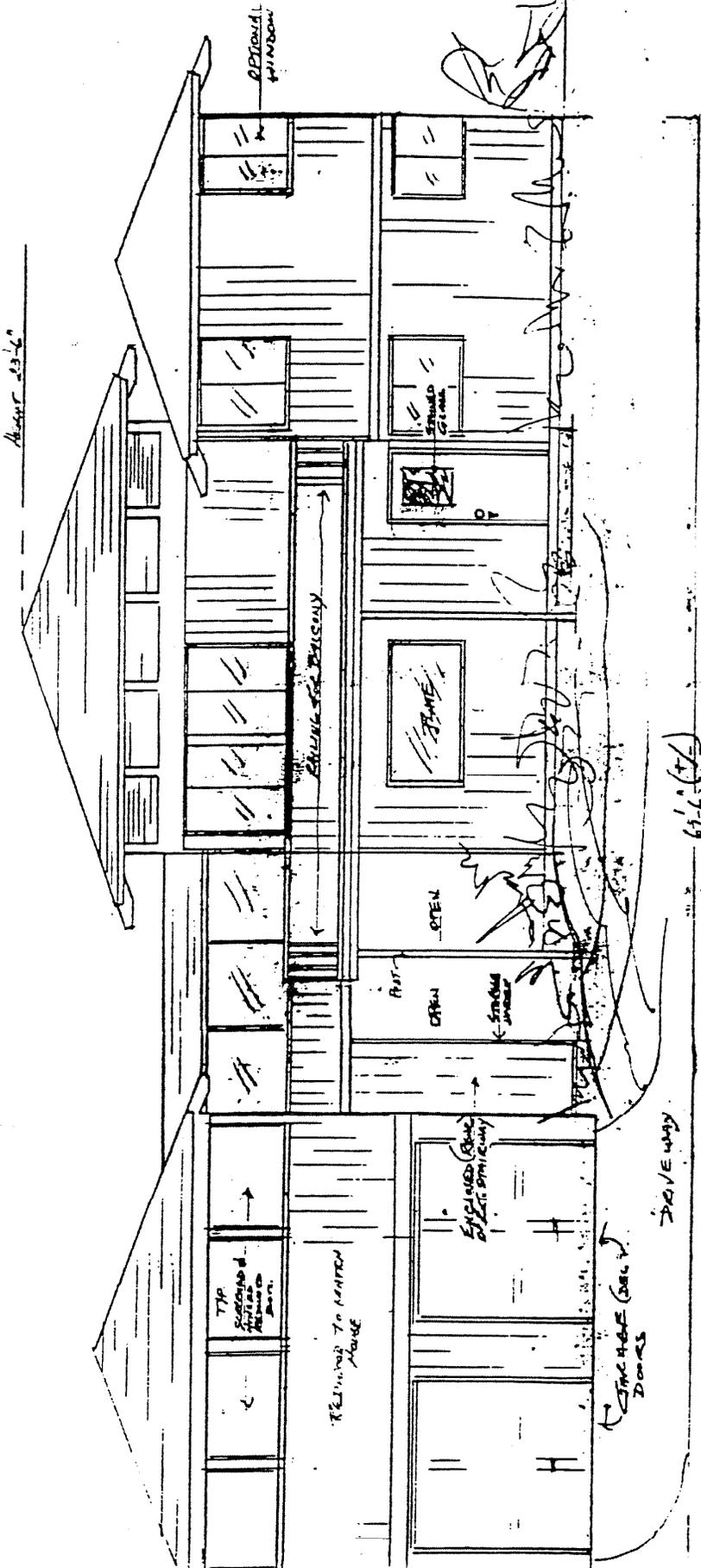
OWNERS: JOHN PERRIN  
 JILL PERRIN

PETER N. TAYLOR INC.  
 CONSULTING ENGINEER  
 4444 RICE STREET RM. 201  
 LIHUE, KAUAI, HAWAII  
 OCTOBER 12, 1990



THIS WORK WAS PREPARED  
 BY ME OR UNDER MY  
 SUPERVISION.  
*Masao Fujishige*  
 MASAO FUJISHIGE  
 REGISTERED PROFESSIONAL  
 SURVEYOR  
 CERTIFICATE NUMBER 1065

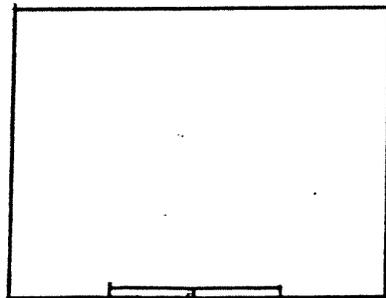
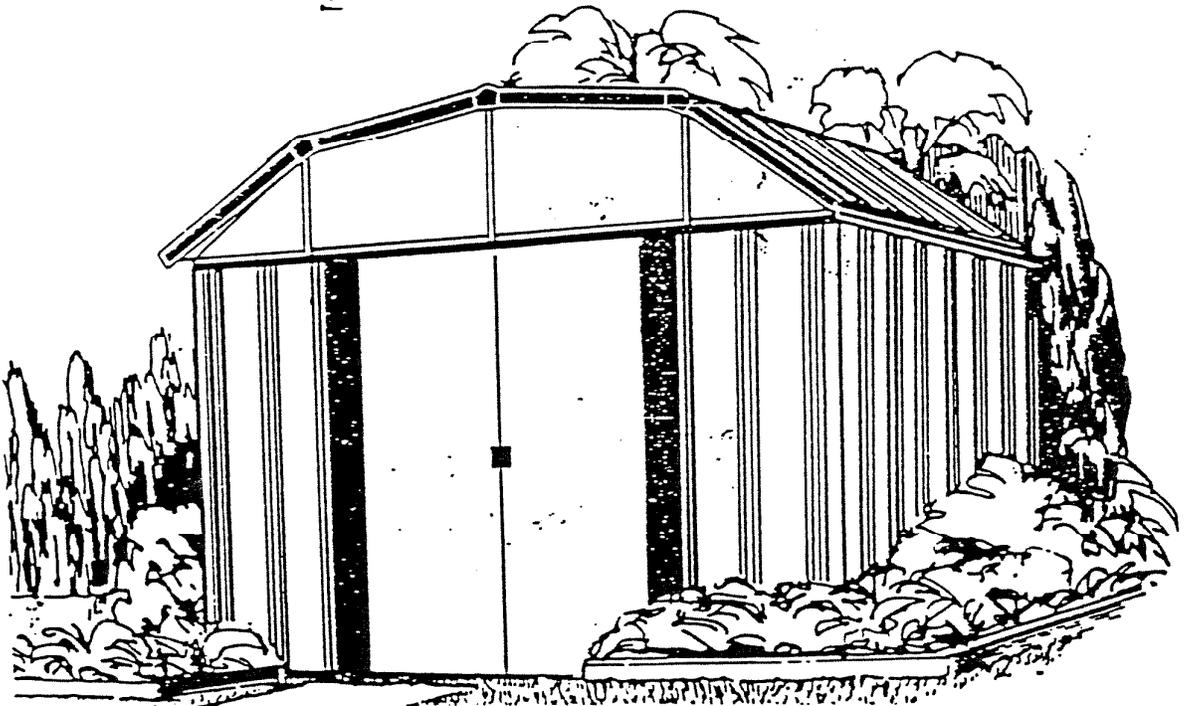
2321 Liliuokalani Street Condo.  
Unit 1 - Elevation



FRONT ELEVATION

EXHIBIT B  
2321 Liliuokalani Street Condomini  
Unit 2 - 90 sqft. Storage Shed  
Floor Plan and Elevation

APPROVED  
JOB SITE COPY  
PLDG. DIV. PAV. COUNTY OF KAUAI



Floor plan

No windows

10' Sliding Doors

NOTICE TO OWNER/CONTRACTOR

Approval of this plan is given subject to the following conditions:

1. All construction shall be in accordance to this approved plan. (i.e. setbacks, height, size, lot coverage, parking, use of structure, etc.)
2. If any changes are made to this plan, a revised plan must be submitted and approved.
3. Use of structure(s) shall conform to all minimum requirements shall conform to all State and County regulations, codes and ordinances.

Planning Department  
County of Kauai

APR 04 1990

EXHIBIT C

SCHEDULE OF APARTMENTS AND COMMON INTERESTS  
FOR 2321 LILIUOKALANI STREET CONDOMINIUM

Qty.	Apt. No.	Area of Limited Common Element (Sq. Ft.)	No. of BR/BATH	Appx Net Living Area (Sq. Ft.)	Appx Storage Area (Sq. Ft.)	% of Common Int.
1	1	5,904	5/3	2,400	528	60
1	2	2,412	0/0	0	90	40

The common interest appurtenant to each unit shall be permanent. Subject to the zoning requirements and amendments of the Condominium Map and the Declaration of Condominium Property Regime, each unit owner may use his unit, alter or add to it in any manner he deems desirable, so long as it is permitted by law and the Declaration of Protective Covenants and Building Rules. If adjoining unit owners desire to alter and/or transfer portions of their respective units, they can do so by the filing of an amendment to the Condominium Map and the Declaration of Condominium Property Regime together with their respective signatures. See Exhibit J for cautionary comments from the County of Kauai Planning Department.

END OF EXHIBIT C

*TR - Rex Financial*  
RECORDATION REQUESTED - 1:

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
REGISTRY

EXHIBIT D

83 JUN 16 A 8: 01

AFTER RECORDATION RETURN TO:

TITLE GUARANTY ESCROW SERVICES, INC.  
Lihue Plantation Bldg., Room 206  
2970 Kele St., P. O. Box 1837  
Lihue, Kauai, Hawaii 96766

17114/567  
REGISTRY

RETURN BY: MAIL ( ) PICKUP ( )

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, REX FINANCIAL CORPORATION, a California corporation, with its principal place of business and mailing address at 2390 Kele Street, Lihue, Hawaii 96766, is the owner and developer of that certain subdivision known as "Puu Lani (Increment IV)", situated at Kilauea, Island and County of Kauai, State of Hawaii, and more particularly identified as Kauai Tax Map Key: 5-2-12-por. 20; and

WHEREAS, the Declarant desires to impose certain restrictive covenants and conditions on the permitted uses on all of the residential lots in the subdivision,

NOW, THEREFORE, the Declarant hereby declares that all residential lots in the Puu Lani (Increment IV) subdivision at Kilauea, Kauai, Hawaii, aforesaid, shall be subject to the restrictive covenants and conditions as are contained in Exhibit "A", attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Declarant has hereunto set forth its hand this 16<sup>th</sup> day of June, 1983.

REX FINANCIAL CORPORATION

By *[Signature]*  
Its Attorney-in-Fact

STATE OF HAWAII )  
                          : ss  
COUNTY OF KAUAI )

On this 9th day of June, 1983, before me appeared T. JACK BENNINGTON, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of REX FINANCIAL CORPORATION, a California corporation, duly appointed under Power of Attorney dated March 11, 1977 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 12320 at Page 295, and that the foregoing instrument was executed in the name and on behalf of said REX FINANCIAL CORPORATION, by said T. JACK BENNINGTON, as its Attorney-in-Fact; and said T. JACK BENNINGTON acknowledged said instrument to be the free act and deed of REX FINANCIAL CORPORATION.

Nellis K. Fujita  
Notary Public, Fifth Judicial  
Circuit, State of Hawaii

My commission expires: 5/15/87

EXHIBIT "A"

PUU LANI (INCREMENT IV)

DECLARATION OF RESTRICTIVE COVENANTS

The sale of all lots in the Puu Lani Subdivision (Increment IV), Kilauea, Island and County of Kauai, State of Hawaii, shall be subject to the following conditions, covenants and restrictions from February 1, 1983 up to and including January 31, 1998:

1. LAND USE AND BUILDING TYPE: Except as hereinafter provided, each of the said lots shall be used for private single-family residences only, and no apartment house or any building other than a private dwelling and garage for the use and occupancy of a single family shall be constructed or placed upon any of said lots. "Single family" shall mean an immediate family together with grandparents, or in the case of unrelated occupants, not more than five unrelated persons residing within any residence on any lot.

2. COMMERCIAL USES PROHIBITED: There shall be no commercial uses or commercial business operated from or upon any lot.

3. GUEST HOUSES. Guest houses meeting the requirements of all applicable laws shall be permitted only on lots having a land area in excess of 10,000 square feet. Notwithstanding any law, ordinance, statute or regulation to the contrary, no guest houses shall be permitted on any lots having a land square less than 9,000 square feet.

4. QUALITY AND SIZE. No dwelling erected on any of the said lots shall exceed two stories in height, and no garage or outbuildings shall exceed one story in height, unless main structure is two (2) stories in height. All buildings shall be built entirely of new materials. No old and/or "quonset" type of building shall be erected, placed or maintained on any of the said lots. No geodistic domes or similar type of structure shall be erected, placed or maintained on any of the said lots. No corrugated metal roofing shall be permitted on any structure placed on any of the said lots. Any dwelling erected shall contain not less than 1,000 square feet of livable ground floor area, exclusive of servant's quarters, guest houses, garage storage space, and workshop.

5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be use on any of the said lots at any time as a residence, either temporarily or permanently.

6. COMPLETION OF TIME OF CONSTRUCTION. All structures on any of the said lots shall be completed within one year from the start of construction.

7. NUMBER OF MOTOR VEHICLES. Only a reasonable number of motor vehicles necessary for use by the occupants of any lot shall be kept or maintained on said lot. Storage of motor vehicles, except for temporary repairs not exceeding two weeks, shall be prohibited. All motor vehicles belonging to or under the control of the occupants of a lot

shall at all times be parked within the boundaries of the said lot.

8. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, kenneled, or kept on any of said lots, except that dogs, cats or other household pets may be kept, provided that they are reasonable in number and are not kept, bred or maintained for any commercial purpose. Fighting chickens and hunting dogs are expressly prohibited on all lots.

9. DRIVEWAYS AND APPROACHES. All driveways and approaches between the lots and the roadway shall be constructed of asphalt concrete (pavement) or cement. Driveways and approaches constructed of dirt, gravel, coral, or like materials shall be prohibited.

10. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them from February 1, 1983 until January 31, 1998, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

11. ENFORCEMENT. Each and all of the foregoing covenants and restrictions shall run with the land, and jurisdiction may be taken in equity at suit of the Grantor Rex Financial Corporation, or its successors and assigns, or any of the other grantees of any of the said lots within the said subdivision, to restrict or prevent by injunction, mandatory or restraining, any violation of any of said covenants upon the part of the Grantees to be observed and performed, without prejudice to the right of the Grantor or its successors and assigns, or any other grantee, to adopt or pursue any other remedy thereafter for the same breach or failure, or for any subsequent breach or failure, or to take any action to recover damages for any such breach of failure.

12. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

**EXHIBIT E**

Common Elements of the Project

The common elements of the project are:

- (a) Land in fee simple;
- (b) All future ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, sewage, irrigation and telephone;
- (c) Any and all other elements and facilities in common use or necessary to the existence, upkeep and safety of the Project.

Limited Common Elements of Project

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 units, and such unit(s) 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) That certain land area upon and around which Units 1 and 2 are located, shown and designated on the Condominium Map and the table below, are deemed a limited common element appurtenant to and for the exclusive use of each respective unit.

<u>Unit Number</u>	<u>Area of Limited Common Element</u>
1	5,904 sq. ft.
2	2,412 sq. ft.

All costs of every kind pertaining to the aforesaid limited common elements, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne solely by the owner of the unit to which said limited common elements are appurtenant.

END OF EXHIBIT E

EXHIBIT F

Encumbrances Against Title

1. Real property taxes. Check with the Kauai County Tax Assessor for further information.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Covenants, conditions and restrictions set forth in DECLARATION dated June 9, 1983, recorded in Liber 17114 at Page 567. Said Declaration was amended by instrument dated September 30, 1983, recorded in Liber 17317 at Page 681.

4. RIGHT-OF-ENTRY

TO : CITIZENS UTILITIES COMPANY and HAWAIIAN  
ELECTRIC COMPANY, INC.

DATED : September 19, 1983  
RECORDED : Liber 17432 Page 218  
GRANTING : a right-of-entry and easement for the purpose  
of building, constructing, repairing,  
maintaining and operating pole and wire lines  
etc., for the transmission and distribution of  
electricity; subject to the terms and  
conditions contained therein

5. MORTGAGE

MORTGAGOR : JOHN D. PERRIN and JILL D. PERRIN, husband and  
wife

MORTGAGEE : FIRST NATIONWIDE BANK, a federal savings bank

DATED : July 26, 1988  
RECORDED : Liber 22194 Page 35  
AMOUNT : \$153,375.00

6. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : JOHN D. PERRIN and JILL D. PERRIN, husband and  
wife

MORTGAGEE : KAUAI COMMUNITY FEDERAL CREDIT UNION, a  
federally chartered organization

DATED : April 19, 1990  
RECORDED : Document No. 90-059071  
AMOUNT : Open-End Agreement not to exceed the principal  
sum of \$50,000.00

END OF EXHIBIT F

EXHIBIT          G

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	\$60.00                      \$720.00
Unit 2	\$40.00                      \$480.00

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

\$50.00

\$ 600.00

Maintenance, Repairs and Supplies

Building

Grounds

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance

\$30.00

\$ 360.00

Reserves

\$20.00

\$ 240.00

Taxes and Government Assessments

Audit Fees

Other

TOTAL

\$100.00

\$1,200.00

I, JILL D. PERRIN, a  
developer, for the condominium project, hereby certify that the above estimates of initial  
maintenance fee assessments and maintenance fee disbursements were prepared in accordance  
with generally accepted accounting principles.

Jill D. Perrin  
Date: June 7, 1990

**EXHIBIT H**  
**SUMMARY OF SALES CONTRACT**

The 2321 LILIUOKALANI STREET Purchase Agreement, (the "contract") contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. The method of payment of the purchase price to the escrow agent, subject to other terms.

2. The purchase price does not include the closing costs, prorations and additional costs provided in other sections of the contract.

3. If at the time of execution of the contract, a final public report has not been issued, the contract is merely a reservation agreement and it may be cancelled at any time by either the Buyer or Seller.

4. The terms and conditions of the sale which include, among other provisions, the following:

(a) Buyer has received the Declaration of Horizontal Property Regime, Bylaws of the Association of Apartment Owners, form of Apartment Deed, and Escrow Agreement and acknowledges that he has had adequate opportunity to read those documents and to examine the project plans and accepts them with such changes and modifications as the project architect may deem necessary.

(b) Buyer agrees that all payments made will be placed on deposit with escrow pursuant to the terms of the Escrow Agreement.

(c) Risk of loss to the apartment and percentage interest in the common elements will be borne by Seller until the date of closing as defined in the contract. Buyer will not be entitled to possession of the apartment until the date of closing.

(d) Seller has reserved the right to make certain modifications to the Declaration, Bylaws, Residential Apartment Deed and other documents as may be required by law, a title insurance company, any institution, mortgagee or governmental agency.

(e) Until the Apartment Deed conveying title is delivered to Buyer, the Seller may exercise all of the powers of the Association and of the Buyer as a member thereof.

(f) After issuance of the Final Public Report and Buyer's waiver of its right to cancel under Hawaii Revised Statutes

Section 514A-62, Buyer shall have the right to rescind the contract only if there is a material change in the project which directly, substantially and adversely affects the use or value of Buyer's apartment or appurtenant limited common elements or those amenities of the project available for the Buyer's use subject to waiver by the Buyer pursuant to the terms set forth in the contract and Hawaii Revised Statutes Section 514A-63.

(g) Time is of the essence of the obligations of Buyer under the contract.

(h) Neither Seller nor any of its representatives has made any representations as to the rental income to be derived from the unit.

(i) Developer makes only those warranties regarding construction and appliances which are set forth in the contract.

(j) The contract shall not be construed as a present transfer of any interest in the property but it is an agreement to transfer in the future.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE CONTRACT. WHILE A BUYER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE BUYER'S RIGHTS AND OBLIGATIONS, THE BUYER MUST REFER TO THE BUYER'S CONTRACT TO DETERMINE THE BUYER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONTRACT, THE CONTRACT WILL CONTROL NOT THIS SUMMARY.

END OF EXHIBIT H

**EXHIBIT I**  
**SUMMARY OF PORTIONS OF ESCROW AGREEMENT**

The Escrow Agreement ("Agreement") between Title Guaranty Escrow Services, Inc. (the "Escrow") and JOHN D. PERRIN, JILL D. PERRIN, (the "Seller") contains, among other provisions the following (which may be modified or otherwise limited by provisions not summarized):

1. Whenever Seller enters into a sales contract for the sale of an apartment, Seller will require that payments due under the sales contract be made to Escrow and will deliver an executed copy of the sales contract to Escrow.

2. Escrow will receive payments under the sales contracts and sums received from any other source with respect to the project. Funds held under the Agreement will initially be deposited in an account for the project. Interest on all funds will be paid to Seller.

3. Escrow will release from the Trust Fund and disburse Buyer's funds at closing. No disbursements will be made from Buyer's fund until: (a) the Real Estate Commission has issued a Final Public Report on the project and forty-eight (48) hours have elapsed since Buyer's receipt of a copy of the Final Public Report; (b) Buyer has waived its right to cancel the sales contract; and (c) Seller has notified Escrow that all other requirements of Sections 514A-39 and 514A-63, Hawaii Revised Statutes, have been met. Where sales contracts are entered into Escrow will disburse funds upon presentation by Seller of Buyer's signed receipt for the Final Public Report and with notification by Seller that all of the requirements of Sections 514A-39 and 514A-63, Hawaii Revised Statutes, have been met. Escrow will call for payments by the Buyer upon receipt of notice from Seller that any payments are due under any sales contract.

4. Escrow will return deposited sums to the Buyer without interest if Seller gives Escrow written notice to return the funds to Buyer, or with respect to a Buyer whose funds were obtained before the issuance of a Final Public Report, Escrow receives from the Buyer a written request to cancel the sales contract or after issuance of the Final Public Report and Buyer's waiver of his right to cancel the sales contract in accordance with Section 514A-62, Hawaii Revised Statutes, there shall be any material change in the project which directly, substantially and adversely affects the use or value of the Buyer's apartment or appurtenant common elements or those amenities of the project available for Buyer's use, of a nature entitling the Buyer to cancel his sales contract pursuant to Section 514A-63, Hawaii Revised Statutes. These funds shall be returned to Buyer less

Escrow's cancellation fee, if any, any mortgagee's cancellation fee and all other costs incurred in connection with the Escrow, but in the aggregate shall not be less than \$25.00.

5. Escrow will arrange for and supervise the signing of all documents which are to be signed subsequent to and contemplated by the sales contract.

6. As Escrow's compensation for its performance under this Agreement, Escrow will receive \$300.00 for each apartment for which an apartment deed of the project is handled by Escrow and recorded in the Bureau of Conveyances of the State of Hawaii. Escrow will record all applicable documents. Title insurance will also cost an additional \$300.00.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE AGREEMENT. WHILE ONE CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE AGREEMENT, ONE MUST REFER TO THE ACTUAL AGREEMENT TO DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE AGREEMENT, THE AGREEMENT WILL CONTROL AND NOT THIS SUMMARY.

END OF EXHIBIT I

JOANN A. YUKIMURA  
MAYOR

EXHIBIT J



PETER A. NAKAMURA  
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

August 27, 1990

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 Liliuokalani Street Condominium Report  
Tax Map Key: 5-2-20: 66  
Kilauea, Kauai, Hawaii

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 ZIC. The subject property is zoned Residential District (R-6) and qualifies for two (2) units, based on an ADU facilities clearance form issued for this property. Please be advised, however, that the second dwelling and construction thereof will be confirmed when the building permit plans are submitted for processing. An approved ADU clearance form at this time means that the property qualifies for an additional dwelling unit. However, "qualifies" does not mean the building and zoning permits for construction of the unit will automatically be approved. It is at the permit level that detailed plans are submitted and evaluated with respect to specific building and zoning code requirements.

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.

Mr. Calvin Kimura, Executive Secretary  
Real Estate Commission  
Page 2  
August 27, 1990

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/driveways.

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

  
PETER A. NAKAMURA  
Planning Director

END OF EXHIBIT J