



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

3170 Jerves Street Condominium
3170 Jerves Street
Lihue, Kauai, Hawaii 96766

Registration No. 2363

Issued: February 14, 1991
Expires: March 14, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of January 3, 1991, 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:

TABLE OF CONTENTS

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

GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "*Condominium Property Act*" (Chapter 514A, Hawaii Revised Statutes) must be followed.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

Common elements are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called limited common elements and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged, or encumbered, and they may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owner/tenant) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements. The leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without a vote of the owners. Some of these actions may significantly impact the quality of life for all apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

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

Types of Project:

- 1. New Building(s) Conversion
 Both New Building(s) and Conversion
- 2. Residential Commercial
 Mixed Residential and Commercial
 Other Medical Facility
- 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	2,474	0
B	1	2	2,787	0

Total Apartments: 2

**Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.*

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

6. Parking:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>19</u>
Guest Stalls	<u> </u>
Unassigned Stalls	<u> </u>
Extra Stalls Available for Purchase	<u> </u>
Other: <u> </u>	<u> </u>
Total Parking Stalls	<u>19</u>

7. Recreational amenities:

NONE

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Dr. & Mrs. Thomas B. Grollman
Mr. & Mrs. Thomas A. Hazelton

Phone: 245-2161
(Business)

Name
c/o Dr. Thomas B. Grollman

Business Address
3170 Jerves Street
Lihue, Kauai, Hawaii 96766

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

N/A

Real Estate Sales Agent: N/A

Phone: _____
(Business)

Name

Business Address

Escrow: Title Guaranty Escrow Services, Inc.

Phone: 521-0212
(Business)

Name
235 Queen Street
Business Address
Honolulu, Hawaii 96813

Managing Agent: N/A

Phone: _____
(Business)

Name

Business Address

Attorney for Developer: Ronald Y. Shigetani, Esq.

Name
Ste. 2200, Pacific Tower
Business Address
1001 Bishop Street
Honolulu, Hawaii 96813

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

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

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

The Declaration for this condominium is:

Proposed
 Recorded - Bureau of Conveyances - ~~Book~~ Document No. 90-175500
 Filed - Land Court - ~~Page~~ - 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. 1406
 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~~ Document No. 90-175501
 Filed - Land Court - ~~Page~~ - Document Number _____

Amendment date(s) and recording/filing information:

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

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

The House Rules for this condominium are:

- Proposed Adopted
- Developer does not plan to adopt house rules.

E. **Changes to Condominium Documents**

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

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%	<u>75</u>
Bylaws	65%	<u>65</u>
House Rules	---	<u>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: 3170 Jerves Street Tax Map Key: 3-8-14-68
Lihue, Kauai, Hawaii 96766 (TMK)

[] Address [] TMK is expected to change because N/A

Land Area: 15,328 [X] square feet [] acre(s) Zoning: R-20

Fee Owner: Dr. & Mrs. Thomas B. Grollman
Mr. & Mrs. Thomas A. Hazelton

Name
4569 Ekolu Street, Lihue, Kauai, Hawaii
P. O. Box 916, Kalaheo, Kauai, Hawaii
Address

Sublessor: _____
Name

Address

C. Buildings and Other Improvements:

1. [X] New Building(s) [] Conversion of Existing Building(s)
[] Both New Building(s) and Conversion
2. Buildings: 2 Floors Per Building One 1 story with loft
One 1 story building
[] 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 | _____ |
| [] Residential | _____ | [] Agricultural | _____ |
| [] Timeshare/Hotel | _____ | [] Recreational | _____ |
| [X] Other: <u>Medical Facilities</u> | _____ | | <u>2</u> |

7. Parking Stalls:

Total Parking Stalls: 19

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)	<u>1</u>	<u>12</u>	<u> </u>	<u>6</u>	<u> </u>	<u> </u>	<u> </u>
Guest	<u> </u>						
Unassigned	<u> </u>						
Extra Available for Purchase	<u> </u>						
Other:	<u> </u>						
Total	<u> </u>						
Covered & Open	<u>13</u>	<u> </u>	<u>6</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

A has 10

Each apartment will have the exclusive use of at least B has 9 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: Trash Bin
- Storage Area
 - Laundry Area
 - Trash Chute
-

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

	<u>Condition</u>	<u>Expected Useful Life</u>
Structural Components	New	30 years
Mechanical Installation	New	30 years
Electrical Installation	New	30 years

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:

Use is restricted to medical facility only. See attached Exhibit I.

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	_____	_____ ✓ _____	_____
Structures	_____ ✓ _____	_____	_____
Lot	_____ ✓ _____	_____	_____

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 C 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 D

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:

Apartment A 50%

Apartment B 50%

Total: 100%

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

Exhibit E describes the encumbrances against the title contained in the title report dated November 14, 1990 and issued by Title Guaranty of Hawaii, Inc.

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>
Mortgage	Foreclosure will result in Buyer's interest being forfeited.

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 _____

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 F 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 checked="" type="checkbox"/> Other <u>Refuse collection</u> | |
| <input 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.

2. Appliances: There are no warranties.

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

Construction has been completed.

K. **Project Phases:**

The developer has has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's Present Plans for Future Development:

L. **Sales Documents Filed With the Real Estate Commission:**

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

Notice to Owner Occupants

Specimen Sales Contract

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

Escrow Agreement dated November 14, 1990

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

Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

1. The Developer delivers 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. 2363 filed with the Real Estate Commission on
December 7, 1990.

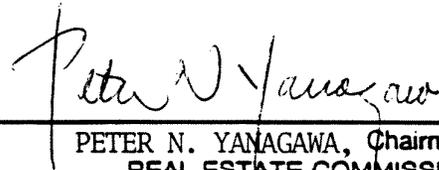
Reproduction of Report. When reproduced, this report must be on:

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"
CONDOMINIUM PUBLIC REPORT
3170 JERVES STREET
BOUNDARIES OF APARTMENTS

The apartments consist of the spaces within the perimeter walls, doors, windows, floors and ceilings of each of the two (2) apartment units of the Project. The apartments (Apartments A and B) shall be deemed to include the building and surrounding land comprising the apartment, specifically including but not limited to: (i) all perimeter walls, floors, foundations, ceilings and roofs of such building; (ii) all pipes, shafts, ducts, pumps, conduits, wires and other utility or service lines in such building, or outside such building if the same are not utilized for or serve more than one apartment, or running through such apartment, including without any limitation any adjacent air-conditioning units; (iii) any doors, windows or panels; and (iv) all appliances and fixtures installed therein.

EXHIBIT "B"
CONDOMINIUM PUBLIC REPORT
3170 JERVES STREET
PERMITTED ALTERATIONS TO APARTMENTS

Each owner shall have the right, at the sole cost and expense of such owner, to install, modify and remove partitions or mezzanines, to paint, paper, panel, plaster, tile, finish and do other such work on the interior surfaces of the ceilings, floors and walls of the apartment subject to the requirements of the Declaration and by the Condominium Property Act; provided, however, that this section shall not be construed as permitting interference with or damage to the structural integrity of any building or interference with the use and enjoyment of the common elements by other owners or violation of any building or fire codes.

EXHIBIT "C"
CONDOMINIUM PUBLIC REPORT
3170 JERVES STREET
COMMON ELEMENTS

The common elements of the Project consist only of the following:

- a. The Land as shown on the Condominium Map in fee simple.
- b. All yards, grounds and landscaping within the Project.
- c. All roads, parking areas, driveways and walkways which are rationally of common use by owners of more than one apartment.
- d. All ducts, sewer lines, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities over, under and across the Project which serve more than one apartment for services such as power, light, water, gas, sewer, refuse, telephone and radio and television signal distribution.
- e. All walls and fences located on the Land which define the perimeter of the Project.
- f. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

EXHIBIT "D"
CONDOMINIUM PUBLIC REPORT
3170 JERVES STREET
LIMITED COMMON ELEMENTS

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

a. Limited Common Elements Appurtenant to Apartment A. The limited common elements appurtenant to Apartment A consist of parking stalls A-1 and A-9 as shown on the Condominium Map.

b. Limited Common Elements Appurtenant to Apartment B. The limited common elements appurtenant to Apartment B consist of parking stalls B-1 and B-9 as shown on the Condominium Map.

NOTE: Parking Stall A-10 is part of Apartment A.

EXHIBIT E

The property is subject to the following encumbrances:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. Designation of Easement "D-4" (10 feet wide) for drainage purposes as shown on File Plan No. 1628.

3. Reservation contained in Deed dated November 28, 1978, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 13302, Page 576, to-wit:

"Reserving and excepting to the Grantor, its successors and assigns forever, as appurtenant to the lands of the Grantor located on the Island of Kauai, now owned and used or hereafter acquired and used by the Grantor in its sugar plantation operations, the perpetual right and easement over and upon the granted premises to discharge, emit, or transmit noise, smoke, soot, dust, lights, vapors, odors, and other substances and phenomena of every description, created by and resulting from the reasonable operations of the Grantor in burning sugar cane and bagasse, milling, generating power, trucking, hauling and all other activities incidental to the operation of a sugar cane plantation; and Grantee, its successors and assigns do hereby waive any and all claims under any law whatsoever against Grantor arising therefrom."

4. Right-of-Entry dated June 21, 1982, recorded in said Bureau in Liber 16506, Page 547, in favor of Citizens Utilities Company and GTE Hawaiian Telephone Company Incorporated, granting a right-of-entry and easement for utilities purposes over and across and portion of the above-described land.

5. Right-of-Entry dated May 19, 1989, recorded in said Bureau in Liber 23552, Page 748, in favor of Citizen Utilities Company and GTE Hawaiian Telephone Company Incorporated, granting a right-of-entry for the purpose of building, constructing, repairing, maintaining and operating pole and wire lines, etc., for the transmission and distribution of electricity, etc.

6. Covenants, Conditions and restrictions set forth in Declaration dated September 5, 1989, recorded in the said Bureau in Liber 23603, Page 729.

7. Mortgage, Security Agreement and Financing Statement dated March 8, 1990, recorded in the said Bureau as Document

No. 90-045916, made by Thomas B. Grollman and Sachiko K. Grollman, husband and wife, and Thomas A. Hazelton and Pamela M. Hazelton, husband and wife, as Mortgagor, and American Savings Bank, F.S.B., a federal savings bank, as Mortgagee.

8. 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 Condominium Property Regime dated October 23, 1990, recorded in the said Bureau as Document No. 90-175500, as the same may hereafter be amended in accordance with law or with said Declaration. (Project covered by Condominium Map No. 1406.)

9. By-Laws of the Association of Apartment Owners of the Condominium Project known as "3170 JERVES STREET" dated October 23, 1990, recorded in the said Bureau as Document No. 90-175501, as the same may hereafter be amended.

EXHIBIT F

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>
A	\$502.50 x 12 = \$6,030.00
B	\$502.50 x 12 = \$6,030.00

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 - \$130.00 x 12 = \$1,560.00

Telephone

Water and Sewer

Maintenance, Repairs and Supplies

Building

Grounds - \$250.00 x 12 = \$3,000.00

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance - \$125.00 x 12 = \$1,500.00

Reserves

Taxes and Government Assessments - \$500 x 12 = \$6,000.00

Audit Fees

Other

TOTAL

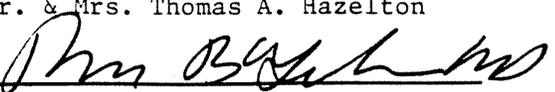
\$12,060.00

I/We, Dr. & Mrs. Thomas B. Grollman and Mr. & Mrs. Thomas A. Hazelton, 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.

Dr. & Mrs. Thomas B. Grollman

Mr. & Mrs. Thomas A. Hazelton

By



Date: _____

EXHIBIT "G"
CONDOMINIUM PUBLIC REPORT
3170 JERVES STREET
SUMMARY OF SALES CONTRACT AND RECEIPT

The unexecuted Sales Contract and Receipt, filed with the Commission, provides for, among other things, a description of the apartment to be sold, the purchase price, the time, manner and place of payment, the Purchaser's obligations, if any, regarding mortgage financing, Developer's warranties and disclaimers regarding the construction, fixtures and appliances, and the remedies of Developer and of Purchaser in the event of a default under the Contract.

Among other provisions, the specimen Sales Contract and Deposit provides:

2. That said Sales Contract and Receipt is only a reservation agreement until (i) a true copy of the Final Public Report (with all then issued Supplementary Public Reports, if any) is delivered to the Purchaser, the Purchaser has an opportunity to read the report(s) and executes and gives the Developer a receipt/notice for the report(s) waiving Purchaser's right to cancel, provided that if Purchaser does not execute and return the receipt/notice within thirty (30) days from the date of delivery of the report(s) and receipt/notice, or if Purchaser's Apartment is conveyed to Purchaser prior to the expiration of said thirty (30) day period, then Purchaser shall be deemed to have receipted for the report(s) and waived his right to cancel, and if (and only if) there is a material change affecting (i) Purchaser's apartment or appurtenant limited common elements, or (ii) amenities of the Project available for Purchaser's use, and Purchaser executes and returns to Developer the written approval or acceptance of material change, provided that if Purchaser does not execute and return such written approval or acceptance of material change within thirty (30) days of delivery of such written approval or acceptance, or if Purchaser's apartment is conveyed to Purchaser prior to the expiration of said thirty (30) day period, then Purchaser shall be deemed to have accepted and approved such material change. Until the Sales Contract and Deposit becomes binding and effective as described above, and in accordance with Chapter 514-A, Hawaii Revised Statutes, the Sales Contract and Deposit may be unconditionally cancelled at any time by either the Developer or the Purchaser. Upon such cancellation by Developer, Developer shall direct Escrow Agent to refund to Purchaser, without interest earned, all deposits paid by

Purchaser; upon cancellation by Purchaser, Developer shall direct Escrow Agent to refund to Purchaser, without interest earned, a full refund of all deposits paid, less any escrow cancellation fee and other costs associated with the purchase of Purchaser's Apartment, up to a maximum of \$250.00.

2. The Sales Contract and Deposit is subject to the provisions of the Declaration of Condominium Property Regime, By-laws, and other condominium documents.

It is incumbent on the Purchaser that he read the full text of the Sales Contract and Deposit.

X9031535

EXHIBIT "H"
CONDOMINIUM PUBLIC REPORT
3170 JERVES STREET
SUMMARY OF EXECUTED ESCROW AGREEMENT

A copy of the executed Escrow Agreement dated November 14, 1990 between Title Guaranty Escrow Services, Inc., as Escrow Agent, and Developer has been filed with the Commission. The Escrow Agreement provides for the deposit of Purchaser's funds pursuant to the Sales Contract and Receipt and also provides for the retention or disbursement of the funds. The Escrow Agreement provides in part that any interest earned on money on deposit belongs to the Developer. In the event that the Sales Contract and Deposit on HRS Chapter 514A entitle a Purchaser to a refund of Purchaser's Deposits held by the Escrow Agent, then Escrow Agent, upon instruction from Developer, will refund Purchaser's deposits, without interest earned and less certain cancellation fees and costs (e.g., escrow cancellation fees, loan processing fees, cost of credit reports, etc.) as provided in the Sales Contract and Deposit and Chapter 514A, Hawaii Revised Statutes, as amended.

By law the total amount of such cancellation fees shall not exceed Two Hundred Fifty and No/100 Dollars (\$250.00). Under the Escrow Agreement no disbursement of funds can be made to the Developer until the Sales Contract and Deposit becomes effective under the provisions of Chapter 514A, Hawaii Revised Statutes.

It is incumbent upon a prospective Purchaser to read the executed Escrow Agreement with care.

EXHIBIT I

The property is restricted to use solely for medical health care and health related uses only. See attached letter from the County of Kauai Planning Commission dated June 9, 1989.

JOANN A. YUKIMURA
MAYOR



TOM H. SHIGEMOTO
PLANNING DIRECTOR

ROLAND D. SAGUM, III
DEPUTY PLANNING DIRECTOR

TELEPHONE (808) 245-3919

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

June 9, 1989

Mr. Avery H. Youn, Architect
3016 Umi Street, Suite 211-8
Lihue, Kauai, Hawaii 96766

Subject: Use Permit U-89-34
Class IV Zoning Permit Z-IV-89-40
Thomas B. Grollman, M. D.
Thomas A. Hazelton
TMK: 3-8-14: Por. 39 Lihue, Kauai

The Planning Commission at its meeting held on June 8, 1989, approved the subject permits to construct and operate a building for orthopedic medicine, and a building for physical therapy/rehabilitation within the Residential District with the following conditions:

1. The medical facility(ies) shall be limited solely to medical health care and health related uses only. No general retail sales shall be conducted or established within the proposed facilities.
2. Prior to building permit application, applicant shall submit the following for review and approval by the Planning Director:
 - a. A landscape master plan.
 - b. A revised plot plan and building plan reflecting vehicular access and parking pursuant to condition #6 of Subdivision Application No. S-85-50 shall be subject to design review.
 - c. Color samples and color scheme to be utilized. Earth-tone colors and non-reflective mirror glass shall be utilized.

Mr. Avery H. Youn, Architect

Page 2

June 9, 1989

3. Requirements of the State Health and County's Water, Public Works, and Fire Departments shall be resolved and complied with each respective agency.
4. An Environmental Impact Assessment Fee as required by Ordinance No. 396, equal to \$100 per required parking stall, shall be assessed at time of building permit application.
5. The Planning Commission reserves the right to impose additional conditions or restrictions, or revoke the permits through proper procedures, should problems be generated from this project that would be detrimental to public health, safety and welfare.
6. The applicant is advised that prior to and/or during construction and use, additional government agency conditions may be imposed. It shall be the applicant's responsibility to resolve those conditions with the respective agency(ies).


TOM H. SHIGEMOTO
Planning Director

cc: Mayor
Public Works Dept.
Water Dept.
Health Dept.
Highways Div.
Fire Dept.
Real Property Div.