

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

**CONDOMINIUM PUBLIC REPORT**

"WAIAKEA-UKA PLANTATIONS UNIT I"  
 3090/3080 Ainaola Drive  
 Hilo, Hawaii 96720

Registration No. 2472 (Conversion)

Issued: August 27, 1991  
 Expires: September 27, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of July 11, 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:

ATTENTION

The Developer has disclosed that the land beneath and immediately appurtenant to each unit is designated as a limited common element of the project and does not represent legally subdivided lots. The prospective purchaser is advised to carefully review all documents regarding this condominium project for further information regarding the foregoing.

No sales are contemplated at this time; but at the time of sale, no warranties are given to the purchaser as to the construction, materials or workmanship of the apartments/units. The apartments/units are to be sold in "as is" condition.

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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.

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.

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.

### 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:

- New Building(s)  Conversion
- Both New Building(s) and Conversion
- Residential  Commercial  Ohana
- Mixed Residential and Commercial  Agricultural
- Other \_\_\_\_\_
- High Rise (5 stories or more)  Low Rise
- Single or  Multiple Buildings

5. Apartment Description

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
Unit 1	1	4/3	2360	176
Unit 2	1	3/2	1360	-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>5</u>
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: _____	_____
Total Parking Stalls	<u>5</u>

7. Recreational amenities: None.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: STEVEN S. C. LIM and SANDRA LIM  
Name  
P. O. BOX 701  
Business Address  
Hilo, Hawaii 96721

Phone: (808) 961-6611  
(Business)

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

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

Real Estate Broker: N/A: Property not for sale  
Name at this time.  
Business Address  
\_\_\_\_\_

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

Escrow: N/A: To be selected at  
Name the time of sale.  
Business Address  
\_\_\_\_\_

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

General Contractor: N/A: Improvements existing.  
Name  
Business Address  
\_\_\_\_\_

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

Condominium Managing Agent: (Self-Managed)  
Name  
Business Address  
\_\_\_\_\_

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

Attorney for Developer: STEVEN S. C. LIM  
Name  
Case & Lynch  
460 Kilauea Avenue  
Business Address  
Hilo, Hawaii 96720

Phone: (808) 961-6611  
(Business)

**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 - Document No. 91-049372  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document No. \_\_\_\_\_

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. 1487  
 Filed - Land Court Condo Map No. \_\_\_\_\_

Amendment date(s) and recording/filing information:

First Amendment to Condominium File Plan No. 1487 recorded as Document No. 91-105900.

- 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 - Document No. 91-049373  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document No. \_\_\_\_\_

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>100%</u>
Bylaws	65%	<u>100%</u>
House Rules	---	<u>100%</u>

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

- 2. Developer:

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules

Bylaws paragraph "L at page 9:

"2. At any time prior to the first recording in the Bureau of Conveyances of a conveyance or transfer (other than for security) of a unit and its appurtenances to a party not a signatory hereto, the Declarant may amend this declaration and/or the Condominium File Plan in any manner without approval or consent of any unit purchaser. This paragraph shall not be deemed to limit or restrict the Declarant's right as a unit owner to amend the Declaration as provided herein ."







Boundaries of Each Apartment:

See Condominium Plot Plan (Exhibit "J").  
 See Condominium File Plan No. 1487, outlining the limits of the  
 limited common elements (the land) appurtenant to each unit.

Permitted Alterations to Apartments:

See Declaration of Condominium Public Report of Waiakea-Uka  
 Plantations Unit I, Section J, at pages 7 to 8.

7. Parking Stalls:

Total Parking Stalls: 5

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)							
Guest Unassigned	5						5
Extra Available for Purchase							
Other:							
Total Covered & Open	5						

Each apartment will have the exclusive use of at least 2 parking stall(s).  
 Buyers are encouraged to find out which stall(s) will be available for their use.

- Commercial parking garage permitted in condominium project.
- Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

- 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):

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

N/A

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

N/A

10. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

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

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

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

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

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

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

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

3. Common Elements, Limited Common Elements, Common Interest:

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

Exhibit B describes the common elements.

As follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which may use them are:

described in Exhibit A

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:

	<u>Percentage of Common Interest</u>
Unit 1	50%
Unit 2	<u>50%</u>
TOTAL:	100%

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

Exhibit C describes the encumbrances against the title contained in the title report dated May 14, 1991 and issued by Long & Melone, Ltd.

Blanket Liens:

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

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

There are blanket liens which may affect title to the individual apartments.

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest if Developer Defaults</u>
1. First Mortgage - First Federal Savings & Long (\$85,000.00)	1. First Mortgage to be refinanced by Developer and released prior to closing on sale to any Buyer.
2. Second Mortgage - First Federal Savings & Loan (\$94,000.00)	2. Second Mortgage to be refinanced by Developer and released prior to closing on sale to any Buyer.

F. Management of the Common Elements: The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial managing agent for this condominium is:

not affiliated with the Developer.

the Developer or the Developer's affiliate.

self-managed by the Association of Apartment Owners.

other \_\_\_\_\_

**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   D   contains a schedule of maintenance fees and maintenance fee disbursements.

I. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

Not applicable

Electricity

Television Cable

Gas

Water & Sewer

Other \_\_\_\_\_

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:

No warranties are being given.

2. Appliances:

No warranties are being given.

J. Status of Construction and Estimated Completion Date:

Project completed September 12, 1990

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:

No further construction or development presently contemplated by the Developer.

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

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

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

Other  See Exhibits G through J attached hereto

#### IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

1. The land is zoned Agriculture (A-3a) by the County of Hawaii, which designation permits single family dwellings, ohana dwellings, agricultural uses and those uses permitted by Section 25-152 of the Zoning Code of the County of Hawaii, Hawaii County Code 1983, as amended.
2. Prospective purchasers are advised to consult with the County of Hawaii Planning Department and Department of Public Works for permitted uses and structures and the construction of improvements on the land prior to purchasing.
3. Construction of structures and improvements to existing structures must conform to County of Hawaii zoning and building ordinances and regulations, particularly the County of Hawaii Ohana Zoning ordinance.
4. The Condominium Map submitted to the Real Estate Commission which depicts separate areas of approximately 1.711 acres in size within TMK lot (3) 2-4-7:154 are not separately approved subdivision lots with the County of Hawaii Planning Department.
5. The land upon which the Project is located is dedicated to agricultural use for real property tax purposes with the County of Hawaii, and subject to the requirement that an agricultural use be conducted on the land pursuant to the requirements of Chapter 19, Real Property Taxes, Hawaii County Code. Each unit owner shall be responsible for maintaining said agricultural use on its own unit sufficient to maintain said agricultural dedication.

## Buyer's Right to Cancel Sales Contract:

### Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer are not binding on the prospective buyer. Sales made by the Developer may be binding on the Developer unless the Developer clearly states in the sales contract that sales 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, 1010 Richards Street, P. O. Box 541, Honolulu, HI 96809.

This Public Report is a part of Registration No. 2472 filed with the Real Estate Commission on  
June 27, 1991

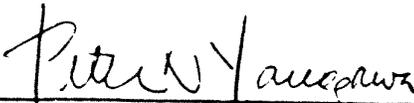
Reproduction of Report. When reproduced, this report must be on:

yellow paper stock

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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 Hawaii

Planning Department, County of Hawaii

Federal Housing Administration

EXHIBIT "A"

PROJECT DESCRIPTION

<u>APT. TYPE</u>	<u>QTY</u>	<u>BR/BATH</u>	<u>NET LIVING AREA</u>	<u>PORCH/LANAI</u>
1-Single-Family	1	4/3	2,360 sq.ft.	176 sq. ft.
2-Ohana-Family	1	3/2	1,360 sq.ft.	N/A

DESCRIPTION OF APARTMENTS:

The project consists of one (1) single family residential building and one (1) residential ohana dwelling building, each of which includes a two-car carport appurtenant thereto. Unit 1 contains one (1) single family residential apartment ("unit"), consisting of one and two story levels and no basement and constructed principally of wood, masonry, concrete flooring, plaster, glass and related building materials. Unit 2 contains one (1) residential ohana dwelling apartment ("unit") consisting of one story and no basement and constructed principally of wood, masonry, concrete flooring, plaster, glass and related building materials. Both Unit 1 and Unit 2 all serviced by private water catchment systems.

DESCRIPTION OF UNITS:

Each unit (Unit 1 and Unit 2), is located as shown on the Condominium File Plan. Unit 1 contains an apartment consisting of four (4) bedrooms, three (3) bathrooms, a living room, a loft, a kitchen/dining room, a laundry room, closets, a lanai, a carport and other improvements as shown on the Condominium File Plan, with an appurtenant limited common element consisting of approximately 1.711 acres (see Attachment 1 to Exhibit B). Unit 2 contains an apartment consisting of three (3) bedrooms, two (2) bathrooms, a living room, a kitchen/dining room, a laundry room, closets, a carport and other improvements as shown on the Condominium File Plan, with an appurtenant limited common element consisting of approximately 1.711 acres (see Attachments 1 and 2 to Exhibit B of Declaration of Condominium Public Report of Waiakea-Uka Plantations Unit I, Condominium File Plan No. 1487, filed April 18, 1991 in the Bureau of Conveyances as Docuemnt No. 91-049372). Unit 1 has a net living floor area of approximately 2,360 square feet, a carport area of approximately 720 square feet, and a lanai floor area of approximately 176 square feet. Unit 2 has a net living floor area of approximately 1,360 square feet, and a carport area of approximately 560 square feet. Both Unit 1 and Unit 2 have ingress and egress rights over and across Area "A", the common

driveway area consisting of approximately 10,974 square feet, as shown on the Condominium File Plan (See Attachment 3 to Exhibit B of Declaration of Condominium Public Report of Waiakea-Uka Plantations Unit I, Condominium File Plan No. 1487, filed April 18, 1991 in the Bureau of Conveyances as Document No. 91-049372).

The approximate net floor areas of each apartment and unit as set forth above is measured from the interior surface of the apartment and unit perimeter walls and includes all of the walls and partitions within its perimeter walls.

NOTE: THE FLOOR AREAS SHOWN ARE APPROXIMATE ONLY. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE FLOOR AREA OF ANY PARTICULAR APARTMENT AND UNIT.

UNIT LOCATION AND ACCESS TO COMMON ELEMENTS:

Unit 1 and Unit 2 are located as shown on the Condominium File Plan. Each unit has direct access to the common elements of the project.

COMMON ELEMENTS:

The common elements of the project shall specifically include, but are not limited to, the following:

1. The land described in Exhibit "A", in fee simple.
2. All yards, grounds, landscaped areas, retaining walls, parking areas and driveways around and between the units.
3. All central and appurtenant installations for common services, including power, light, water, telephone and sewer.
4. Any and all apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS:

Certain units shall have appurtenant thereto easements for the exclusive use of certain limited common elements as follows:

1. Limited Common Elements. The limited common element upon which each unit is located, as shown on the Condominium File Plan, is appurtenant to and for the exclusive use of such unit, as follows:

<u>Unit No.</u>	<u>Limited Common Element</u> <u>(approx. land area)</u>
1	Unit 1 (1.711 acres)
2	Unit 2 (1.711 acres)

The common driveway area, Area "A" consisting of 10,974 square feet, as defined in Section G.4 of the declaration and shown on the Condominium File Plan, shall be a common area (and not part of a limited common element) for use by the owner(s) of each unit for purposes of ingress to and egress from his or her respective lot and unit.

2. Mailboxes. The mailbox for each unit is appurtenant to and for the exclusive use of the unit served thereby.

EXHIBIT "B"

COMMON ELEMENTS

(a) The land of the Project in fee simple, with the exception of areas set aside as limited common elements for each unit.

(b) all roadways within the land not set aside as limited common elements appurtenant to a unit, until such time as they may be dedicated to the County of Hawaii or State of Hawaii.

(c) Any installation for common services such as power, light, gas, water, sewer lines, telephone, radio and television signal distribution and like utilities which service more than one (1) unit.

(d) Any parts of the Project existing for the common use and which are necessary for the maintenance and safety of the project.

EXHIBIT "C"

LIST OF ENCUMBRANCES

1. AS TO LOT 1616-F-4 ONLY:

20 Foot No Vehicular Access Setback along the northerly side of Ainaola Drive, as set forth in Deed dated October 28, 1983, recorded in Book 17617, Page 773.

2. AS TO ROADWAY LOT A ONLY:

"The proportional obligation to keep said Roadway Lot A in good repair and maintenance and to share proportionally with the other owners of said Roadway Lot A in the cost of repair and maintenance of said Roadway Lot A", as set forth in said Deed dated October 28, 1983, recorded in Book 17617, Page 773.

3. 10 Foot Setback for future road widening along the northerly side of Ainaola Drive, as set forth in Deed dated October 28, 1983, recorded in Book 17617, Page 773.

4. Declaration of Restrictive Covenants acknowledged March 4, 1983, recorded in Book 16916, Page 280.

5. Terms, covenants and conditions contained in Agreement dated March 29, 1983, recorded November 4, 1985 in the Bureau of Conveyances in Book 19054, Page 608, by and between Department of Water Supply, County of Hawaii, and Lionel Azevedo and Edna Azevedo, more fully set forth on Exhibit "1" hereto attached and made a part hereof.

6. MORTGAGE

Mortgagor(s) : Steven S. C. Lim and Sandra Lim, husband and wife  
Mortgagee(s) : First Federal Savings and Loan Association of America  
Dated : March 31, 1987  
Recorded in the Bureau of Conveyances in Book 20529, Page 655.  
To Secure : \$85,000.00  
As amended by instrument dated June 10, 1987, recorded in the Bureau of Conveyances in Book 20809, Page 710.

7. MORTGAGE

Mortgagor(s) : Steven S. C. Lim and Sandra Lim, husband and wife  
Mortgagee(s) : First Federal Savings and Loan Association of America  
Dated : February 8, 1990  
Recorded in the Bureau of Conveyances as Document No. 90-021031.  
To Secure : \$94,000.00

EXHIBIT "C" - continued

8. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, limitations on title, and all other provisions contained in or incorporated by reference in the Declaration of Condominium Property Regime, dated March 4, 1991, recorded in the Bureau of Conveyances as Document No. 91-049372 and (By-Laws thereto dated March 4, 1991, recorded in the Bureau of Conveyances as Document No. 91-049373), Condominium Map No. 1487; any instrument creating the estate or interest herein set forth; and in any other allied instrument referred to in any of the instruments aforesaid.
9. TAXES (Tax Key: 2-4-07-154)  
NOTE: We have requested tax clearance from Tax Office, Third Division and tax information will be disclosed upon receipt.  
(Possible roll back taxes for real property classified as Codes 5 or 6)

EXHIBIT "1"

NOW, THEREFORE, in consideration of DEPARTMENT granting a waiver or relief pursuant to Rule 4, Section 4-13. of the Rules and Regulations of the Department of Water Supply, OWNERS agree as follows:

(1) The OWNERS agree and accept the fact that public water is not now or in the foreseeable future available to service this subdivision.

(2) The OWNERS agree and accept the fact that the DEPARTMENT will not at any time bear the responsibility of supplying public water to this subdivision.

(3) The OWNERS agree to duly record this Agreement at the Bureau of Conveyances or the Land Court of the State of Hawaii at the cost and expense of the OWNERS simultaneously with the recordation of the final plat map; and a recorded copy of this Agreement shall be filed with DEPARTMENT within two (2) months after the recordation.

(4) This Agreement shall be considered as a condition and covenant running with the parcel of land described above and all of the subdivided lots and shall be binding upon the OWNERS referred to hereinabove and all OWNERS of the parcel of land or any of its subdivided lots, their successors and assigns.

(5) This Agreement shall be incorporated by reference as an exhibit and made a part of each agreement of sale, deed, lease, mortgage, or other similar document affecting the title or ownership of each subdivided lot.

(6) If any of these conditions are not complied with, the waiver or relief granted by the DEPARTMENT shall be null and void.

EXHIBIT     D    

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	100.00 x 12 = 1,200.00
Unit 2	100.00 x 12 = <u>1,200.00</u>
	TOTAL \$2,400.00

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

N/A

Air Conditioning

Electricity

common elements only

common elements  
and apartments

Gas

Refuse Collection

Telephone

Water and Sewer

Maintenance, Repairs and Supplies

Building

Grounds

\$ 400.00/year

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

\$2,000.00/year

Insurance

Reserves

Taxes and Government Assessments

Audit Fees

Other

TOTAL

\$2,400.00

We, STEVEN S.C. LIM and SANDRA LIM, 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.

*Sandra Lim*  
Date: June 26, 1991

EXHIBIT "E"

SUMMARY OF SALES CONTRACT

The sales contract (Condominium Deposit Receipt and Sales Contract) contains the price, description and location of the apartment and other terms and conditions under which a buyer will agree to purchase an apartment in the Project. Among other things, the sales contract says:

(a) What a buyer must do to qualify for a loan if the buyer wants a mortgage loan to cover part of the purchase price.

(b) That a buyer's money will be held in escrow, under the terms of the escrow agreement.

(c) That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

(d) What will happen if there is a default under the sales contract.

The sales contract contains various other provisions which the buyer should become acquainted with.

EXHIBIT "F"

SUMMARY OF ESCROW AGREEMENT

The escrow agreement sets up an arrangement under which the deposits a buyer makes under a sales contract will be held by a neutral party ("Escrow"). Under the escrow agreement these things will or may happen.

- (a) Escrow will collect payments due pursuant to the sales contract.
- (b) Escrow will deposit all monies received pursuant to the sales contract in a special account with a financial institution.
- (c) Escrow will let buyers know when payments are due.
- (d) Escrow will arrange for and supervise the signing of all necessary documents.
- (e) The escrow agreement says under what conditions refund will be made to a buyer.
- (f) The escrow agreement says what will happen to a buyer's funds upon default under the sales contract.

The escrow agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

NOTE: Escrow agreement to become effective only upon notification to the Real Estate Commission by the Developer and the submission of a duly executed copy of the agreement.

EXHIBIT "F"

EXHIBIT "G"

BUILDING PERMITS AND CONSTRUCTION OF IMPROVEMENTS

1. Permits. In the securing of any building, zoning and/or land use permits ("Permits") at the County of Hawaii, State of Hawaii, and/or the federal government, and any of its departments, agencies and/or its commissions the Developer, Association and/or the owners of condominium units shall observe the following.

a. Common Element Improvements. As to any improvements such as the improvement of any roadway and any installation of utilities that are located within the common element areas or if it is necessary to pass over and/or under a limited common element of a condominium unit, the Developer so long as it owns a unit is authorized on behalf of all of the owners to secure the permit or permits required for such improvements (this right shall pass on to the Board of Directors when the Developer no longer owns any units).

b. Limited Common Element Improvements. As to any improvements which will be within the limited common element for an owner, the Developer and thereafter the owner acquiring a conveyance of the condominium unit shall determine and is authorized on behalf of all of the owners to secure the permit or permits and to build the improvements located with the area set aside for the condominium unit, provided that the improvements comply with the Project Rules adopted for the association by the Developer and any amendments thereto. The plans for improvements to any limited common element shall be submitted for approval prior to construction to the Association and to the Developer so long as the Developer owns any condominium unit.

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

a. Common Elements. As to improvement of the common element and the installation of services, the Developer will advise the Association whether it is being done at Developer's cost and if not, then the Association will have to approve of and consent to the expenditure of the funds necessary to complete the improvements.

b. Limited Common Element. As to the improvement of the limited common element for any condominium unit, the owner of the same shall have the sole authority to determine the same and/or incur the cost of the improvements provided there is compliance with the Project Rules.

3. AUTOMATIC TRANSFER OF RESERVATIONS AND POWER OF ATTORNEY. The Developer by the conveyance of all of the condominium units in the Project will automatically transfer his reservations and power of attorney coupled with an interest to the Association of Apartment Owners and/or Board of Directors as to the application for any permits relating to the common elements and the installation of services.

EXHIBIT "H"

PROJECT RULES  
FOR  
"WAIAKEA-UKA PLANTATIONS, UNIT I"

A. PURPOSE OF THESE RULES

1. Purpose. The purpose of these Project Rules ("Rules") is to protect all occupants from annoyance and nuisance caused by improper use of the units. These Rules supplement, but do not change, the obligations of unit owners and other persons as set forth in the Declaration of Condominium Property Regime of "Waiakea-Uka Plantations, Unit I" and the Bylaws of the Association of Apartment Owners of "Waiakea-Uka Plantations, Unit I". In the event of any inconsistency between these Rules and the Declaration and the Bylaws, the Declaration and the Bylaws will prevail. The Board has the authority to make such other rules or to amend these Rules from time to time as the Board deems advisable for the safety, care and cleanliness of the premises and for securing the comfort and convenience of the owners of the units. All occupants and their guests shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not.

2. Authority. These rules represent the initial rules for the "Waiakea-Uka Plantations, Unit I" condominium project. These Rules will be formally adopted by the Board or changed, as the Board deems appropriate, upon formation of the Association.

B. RULES

The basic guideline for these Rules is the standard of reasonable conduct which incorporates common sense and consideration for the rights and feelings of others so that the general atmosphere is friendly and pleasant. The Board requests all residents to practice reasonable tolerance, remembering the close proximity in which they live.

1. Nuisance.

a. The occupant of a unit shall not make or permit to be made any noise in the building by himself or his family or his invitees which will annoy or interfere with the rights, comforts and convenience of neighbors. Particular attention must be paid to maintaining a minimum of noise between 10:00 p.m. and 8:00 a.m., Sundays through Thursdays, and between midnight and 8:00 a.m., Fridays and Saturdays. In particular, this applies to social gatherings, television sets, radios, stereos and musical instruments.

b. Outdoor cooking shall be conducted so as not to be offensive to any neighbor. Fires other than for outdoor cooking are not permitted.

2. Parking and Parking Stalls. No vehicle belonging to a unit owner or to a guest, tenant, workman, repairman, or employee of a unit owner shall be parked in a driveway, stall or limited common element appurtenant to another unit, or in such a manner as to impede or prevent ready access to any driveway, stall or limited common element appurtenant to another unit. Violators shall have their vehicles towed at their expense. If the violator is a lessee, tenant, employee, workman, repairman, invitee or guest of an owner, the owner shall be responsible for payment of any such towing charges.

3. Occupants. Each unit shall be occupied by a total of no more than two (2) persons multiplied by the number of bedrooms in the unit.

4. Use by Lessees, Tenants and Guests. Owners who permit occupancy of their units by others shall convey a copy of these Rules to the occupant. Each owner shall be responsible for the actions or omissions of all occupants of his unit.

5. Pets. No animals, other than animals permitted as an agricultural use pursuant to applicable zoning laws, or common household pets in such a number as not to cause an unreasonable disturbance to any unit owner, may be kept in a unit or upon the limited common element appurtenant to a unit, provided that all such animals and pets shall be restrained from entering upon the unit and limited common element appurtenant to the other unit and from unreasonably disturbing the owner of the other unit. The raising and keeping of said animals and pets shall at all times conform to the requirements of the Planning Department, Department of Health and any other applicable laws.

6. Agricultural Use. The land upon which the Project is located is dedicated to agricultural use for real property tax purposes with the County of Hawaii, and subject to the requirement that an agricultural use be conducted on the land pursuant to the requirements of Chapter 19, Real Property Taxes, Hawaii County Code. Each unit owner shall be responsible for maintaining said agricultural use on its own unit sufficient to maintain said agricultural dedication.

7. Trash Disposal. Garbage, rubbish and other trash shall be disposed of only in receptacles and areas provided therefor. Trash containing food shall be securely wrapped before being placed in a receptacle.

8. Hazards. No activity shall be engaged in and no substance introduced into or manufactured within the project which might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate for the common elements of the project.

9. Project Appearance.

a. No unsightliness within the public view is permitted within the project. For this purpose, "unsightliness" includes but is not limited to the following: neglected landscaping in each owner's limited common element area; litter; trash containers, except as specially provided; nondecorative

gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stored or stowed in or on lanais, walks, etc.; and unshaded or improperly shaded lights that create objectionable glare.

10. Landscaping. The landscaping and maintenance of the project common areas shall be paid for by the Association of Apartment Owners and/or Board of Directors and done by gardeners retained by the Developer as long as it owns any unit in the Project and subsequently by the Association of Apartment Owners and/or Board of Directors thereof. Landscaping of the limited common areas and unsold units shall also be paid for by the Association and/or Board of Directors until such units are sold. After purchase, each unit owner shall landscape and maintain the area reserved for the use of his unit at his cost and expense. All landscaping and/or trees shall be maintained and/or situated to minimize obstruction of the mauka and makai viewplanes of the other units in the Project. All unit owners shall share according to their percentage of common interest in the Project the costs of such landscaping and maintenance.

11. Lot Drainage. Each unit owner shall be responsible for the design of all drainage facilities for the unit owner's site and will be liable for all claims for damages resulting therefrom. The Developer makes no representations to review the drainage plan for adequacy of engineering and shall not be responsible for damages to adjacent property resulting from inadequate drainage and grading.

12. Laws, Codes, Ordinances and Permits. It is the responsibility of the unit owner to become informed of and to comply with the appropriate Federal, State and County laws, rules, regulations, codes and ordinances. If a standard set forth herein differs from standards established by the various regulating agencies, the stricter standard shall govern. Any unit owner desiring to construct improvements within its unit as permitted by law shall comply with all applicable State of Hawaii, County of Hawaii and federal laws, ordinances and building and zoning codes as the same may be changed from time to time.

### C. ENFORCEMENT OF RULES

1. Observance of Rules. Each owner shall observe and perform these Rules and ensure that his tenants, workmen, repairmen, employees and guests also observe and perform these Rules. The owner shall be responsible if expenses are incurred due to violations of these Rules by tenants, workmen, repairmen, employees or guests.

2. Violation of Rules. The violation by a unit owner of any of these Rules shall give the Board, and the other unit owner on behalf of the Board, the right, in addition to any other right set forth in the Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation, and all costs, including attorneys' fees, shall be paid by the violating owner upon demand.

3. Expenses of Enforcement. Each owner shall pay all costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the Board or the other unit owner in enforcing any of these Rules against the violating owner.

D. AMENDMENT

1. Amendments. These Rules may be amended only by the Board at a duly called meeting and shall become effective when published to all owners and occupants.

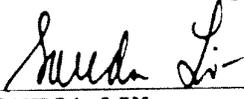
The Developer, acting as the initial Association, hereby adopts the foregoing Project Rules as the Project Rules for the "Waiakea-Uka Plantations, Unit I" condominium project on behalf of the Association this 4<sup>th</sup> day of March, 1991.

DEVELOPER

By

  
\_\_\_\_\_  
STEVEN S.C. LIM

By

  
\_\_\_\_\_  
SANDRA LIM

ssl 022891 3131b

EXHIBIT "I"

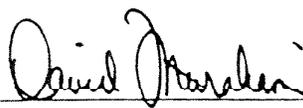
Bureau of Conveyances  
State of Hawaii  
P. O. Box 2867  
Honolulu, Hawaii 96803

Re: Waiakea-Uka Plantations Unit I  
Horizontal Property Regime  
TMK: (3) 2-4-7:154

Dear Sirs:

This will certify pursuant to §514A-12, Hawaii Revised Statutes, that the floor plans and elevations of the buildings submitted for horizontal public regime in the above-referenced project are accurate copies of portions of the building plans filed with and approved by the County officer having jurisdiction over issuance of permits for the construction of buildings.

Dated: 4/9/91



DAVID MURAKAMI  
(name)

No. 2154

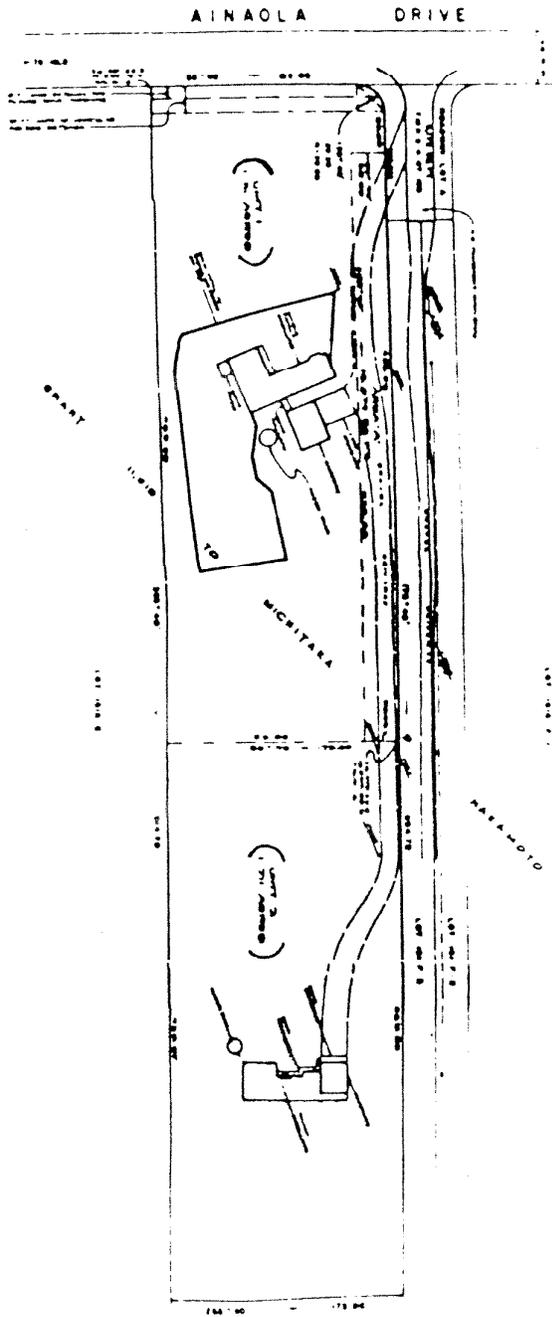
(license no.)

Registered architect, or  
Professional engineer



0114c

EXHIBIT "I"



**WAIAKEA-UKA PLANTATIONS UNIT 1**

**CONDOMINIUM PROJECT**

**LOT 1616-F-4**

LAND RETURNED AT MAHALEA, SOUTH HILLS,  
 ISLAND OF HAWAII, HAWAII  
 BEING A PORTION OF GRANT LISTS TO MICHIYUKA &  
 NAKAMOTO, BEING ALSO A PORTION OF LOT 1616,  
 MAHALEA HOMESTEAD, SECOND SERIES

PREPARED BY  
**IMATA AND ASSOCIATES, INC.**  
 111 ALIPIKA DRIVE  
 HONOLULU, HAWAII



**PROJECT PLOT PLAN**

**EXHIBIT "J"**

Note: The dotted lines which appear on the project plot plan are for illustrative purposes only and are not a legally subdivided lot.