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

"APOKI PLANTATION"

138 Apoki Street

Hilo, Hawaii 96720

Registration No. 2564 (Conversion)

Issued: February 5, 1992
Expires: March 5, 1993

eport Purpose:

his report is based on information and documents submitted by the developer to the Real Estate Commission as of December 12, 19 91, and is issued by the Commission for informational purposes only. It represents either approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

ype 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.

X **FINAL:** *(white)* — The developer has legally created a condominium and has filed complete information with the Commission.

[X] No prior reports have been issued
[ ] Supersedes all prior public reports
[ ] Must be read together with _____

____ **SUPPLEMENTARY:** *(pink)* — Updates information contained in the

[ ] Preiim. 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 [X] Not Required - disclosures covered in this report.

Summary of Changes from Earl 'ublic 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.

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

[ ] Changes made are as follows:

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and does not represent a legally subdivided lot. The dotted lines in the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be formal subdivision lines. Further, references to "single-family residential" on pages 3, 4 and elsewhere in the project documents should not be construed to mean units on traditional single-family-residential-zoned lots (which are subdivided).

This public report does not constitute approval of the Project by the Real Estate Commission, nor does it ensure that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.

THE DEVELOPER DOES NOT INTEND TO SELL EITHER UNIT AT THIS TIME. HOWEVER, SHOULD THIS CHANGE, THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS FOR FURTHER INFORMATION REGARDING THE FOREGOING.

ALSO, THE PROSPECTIVE PURCHASER SHOULD BE AWARE THAT AT THE TIME OF THIS REPORT, COMMENTS FROM THE HAWAII COUNTY PLANNING DEPARTMENT HAVE NOT BEEN RECEIVED. IF AND WHEN SUCH COMMENTS ARE RECEIVED WHICH ARE CONTRARY OR IN ADDITION TO THE INFORMATION CONTAINED HEREIN, A COPY SHALL BE PROVIDED TO EACH PURCHASER OR PROSPECTIVE PURCHASER. IF THE INFORMATION REPRESENTS MATERIAL FACTS NOT ALREADY DISCLOSED IN THIS PUBLIC REPORT, THE DEVELOPER SHALL FILE FOR A SUPPLEMENTARY PUBLIC REPORT.

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
Real Estate Sales Agent
Escrow Company
Managing Agent
Attorney for Developer

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: Project Description
EXHIBIT B: Common Elements
EXHIBIT C: List of Encumbrances
EXHIBIT D: Estimate of Initial Maintenance Fees and Disbursements
EXHIBIT E: Summary of Sales Contract
EXHIBIT F: Summary of Escrow Agreement
EXHIBIT G: Building Permits and Construction of Improvements
EXHIBIT H: House Rules
EXHIBIT I:
EXHIBIT J:

GEN AL INFORMATION ON CONDOMI MS

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.

SUM. RY OF THE CONDOMINIUM PROJ T

Interest to be Conveyed to Buyer:

[X] Fee simple interest in an apartment and an undivided fee hold 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) [X] Conversion
   [ ] Both New Building(s) and Conversion

2. [X] Residential [ ] Commercial [X] Ohana - Unit 2
   [ ] Mixed Residential and Commercial [ ] Agricultural
   [ ] Other _____

3. [ ] High Rise (5 stories or more) [X] Low Rise

4. [ ] Single or [X] Multiple Buildings

5. Apartment Description

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
Unit 1	1	3/1.75	911 s.f.	-0-
Unit 2	1	3/2.5	2,005 s.f.	144 s.f./42 s.f.

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:

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

7. Recreational amenities:
   None.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: RAYMOND SHIGERU KOBAYASHI/ALICE CAROLINE KOBAYASHI Phone: (808) 935-0302
Name (Business)

138 Apoki Street
Business Address

Hilo, Hawaii 96720

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

not applicable

Real Estate Broker: not applicable - units are not for sale at this time Phone: _____
Name (Business)

Business Address

Escrow: not applicable - units are not for sale at this time Phone: _____
Name (Business)

Business Address

General Contractor: not applicable Phone: _____
Name (Business)

Business Address

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

Business Address

Attorney for Developer: Steven S. C. Lim, Esq. Phone: (808) 961-6611
Name (Business)

Case & Lynch
Business Address

460 Kilauea Avenue

Hilo, Hawaii 96720

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
[X] Recorded - Bureau of Conveyances - Document No. 91-156659
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
[X] Recorded - Bureau of Conveyance Condo Map No. 1574
[ ] 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
[X] Recorded - Bureau of Conveyances - Document No. 91-156660
Book _____ Page _____
[ ] Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

The Condominium Statute (Chapter 5 , HRS), the Declaration, Bylaws, and se 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 [X] 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:

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%	100%
Bylaws	65%	100%
House Rules	---	100%

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.

[X] 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."

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

[X] Fee Simple: Individual apartments and the common elements which includes the underlying land will be in fee simple.

[ ] Leasehold or Subleasehold: Individual apartments and the common elements which includes the underlying land will be leasehold.

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

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____
Rent Renegotiation Date(s): _____
_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per
[ ] Month [ ] Year.

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

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

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____
Rent Renegotiation Date(s): _____
_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per
[ ] Month [ ] Year.

[ ] Other:

For Subleaseholds:

[ ] Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is
[ ] Cancelled [ ] Foreclosed

[ ] As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is cancelled or foreclosed.

B. **Underlying Land:**

Address: 138 Apoki Street
Hilo, Hawaii 96720

Tax Map Key: (3) 2-5-22:29 (TMK)

[ ] Address [X] TMK is expected to change because of CPR

Land Area: 28,285 [X] square feet [ ] acre(s)

Zoning: RS-15 (Residential-15,000 square feet)

Fee Owner: Raymond Shigeru Kobayashi and Alice Caroline Kobayashi,
Name husband and wife, as Tenants by the Entirety

138 Apoki Street
Address

Hilo, Hawaii 96720

Sublessor: not applicable
Name

Address

C **Buildings and Other Improvements:**

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

2. Buildings: 2 Floors Per Building Unit 1: 1 floor
Unit 2: 2 floors

[ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

[X] Concrete [X] Hollow Tile [X] Wood

[X] Other Plaster, glass and related building materials

4. Permitted Uses by Zoning:

	No. of Apts.	Use Determined By Zoning		No. of Apts.	Use Determined By Zoning
[ ] Commercial			[ ] Industrial		
[X] Residential	1	yes	[ ] Agricultural		
[ ] Timeshare/Hotel			[ ] Recreational		
[X] Other: one ohana dwelling					

Is/Are this/these use(s) specifically permitted by the project's declaration or bylaws?
[X] Yes [ ] No

5. Special Use Restrictions:

The Declaration, Bylaws, and House Rules may contain restrictions on the use and occupancy of apartments. Restrictions for this condominium project include but are not limited to:

[X] Pets: See, House Rules, Exhibit "H" (Note: Common household pets permitted in reasonable number.)

[X] Number of Occupants: Each unit shall be occupied by no more than two persons per bedroom.

[X] Other: See, House Rules, Exhibit "H"

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators -0- Stairways Unit 1: 0 Unit 2: 1 Trash Chutes -0-

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
Unit 1	1	3/1.75	911 s.f.	-0-
Unit 2	1	3/2.5	2,005 s.f.	144 s.f./42 s.f.

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.

Boundaries of Each Apartm

Generally, the slab, walls and roof, all the air space within, and the garage/ carport appurtenant to each unit, but excluding any utility lines serving more than one unit.

Permitted Alterations to Apartments:

An owner may renovate his unit at any time without having to obtain the other unit owner's consent, provided such renovation conforms with State law and County codes and the provisions contained in the Declaration and Bylaws referenced herein.

7. Parking Stalls:

Total Parking Stalls: 4

	Regular		Compact		Tandem		
	covered	open	covered	open	covered	open	TOTAL
Assigned (for individual units)	4						4
Guest							
Unassigned							
Extra Available for Purchase							
Other:							
Total Covered & Open	4						

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

[ ] Commercial parking garage permitted in condominium project.

[ ] Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

[X] There are no recreational or common facilities.

[ ] Swimming pool

[ ] Recreation Area

[ ] Tennis Court

[ ] Storage Area

[ ] Laundry Area

[ ] Trash Chute

[ ] Other: _____

_____

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

The buildings being submitted for condominium property regime in the project are in a condition consistent with their ages, with structural components and mechanical, electrical and plumbing installations in good working order. A verified engineer's statement has been submitted with Developer's application for this Public Report.

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

The buildings being submitted for condominium property regime in the project are in compliance with building code and municipal regulations. A verified statement from the County of Hawaii has been submitted with Developer's application for this Public Report.

10. Conformance to Present Zoning Code

a. [X] 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.

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

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 C___non 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.

[X] 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.

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

[X] 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.

[X] As follows:

	Percentage of Common Interest
Unit 1	50%
Unit 2	50%
Total:	100%

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

Exhibit C describes the encumbrances against the title contained in the title report dated October 23, 1991 and issued by Security Title Corporation.

Blanket Liens:

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

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

[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.

Type of Lien	Effect on Buyer's Interest If Developer Defaults
1. Mortgage AVCO Financial Services of Hawaii, Inc. ($9,726.11) 2. Mortgage Honolulu Federal Savings and Loan Association ($53,000.00)	The Developer does not contemplate any sale of units at this time. However, if the units are sold, each buyer takes their unit subject to the two existing mortgages, which mortgages will be partially released as to each unit upon the closing of the sale of said unit. If the Developer defaults prior to such release, the existing mortgages will have priority rights over each unit not yet released, and the buyer will receive back any deposit(s) paid to escrow, less the escrow cancellation fee of not more than $250.00.

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 D 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:

[X] Not applicable

[ ] Electricity

[ ] Gas

[ ] Other _____

[ ] Television Cable

[ ] Water & Sewer

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 E: ated Completion Date:**

Project was completed in October 1986.

K. **Project Phases:**

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

Summary of Developer's Present Plans for Future Development:

No further construction or development is presently being 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

[X] Specimen Sales Contract (For use should units be offered for sale in the future. Units are presently not for sale.)

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

[X] Unexecuted Escrow Agreement (For use should units be offered for sale in the future. Units are presently not for sale.)

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

[X] Other See, Exhibits "G" and "H" attached hereto.

IV. ADDI NAL INFORMATION NOT COVER ABOVE

1. The land is zoned "Residential" (RS-15) by the County of Hawaii, which designation permits single-family dwellings, ohana dwellings, and those uses permitted by Section 25-120 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's 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's Ohana Zoning ordinance.

4. The land areas depicted on the Project Plot Plan submitted to the Real Estate Commission represent limited common elements of approximately 8,813 square feet appurtenant to Unit 1, approximately 13,004 squre feet appurtenant to Unit 2, and approximately 6,468 square feet appurtenant to Common Area A, and do not represent legally subdivided lots.

Buyer's Right to Cancel Sales Contract:

A. 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. 2564 filed the Real Estate Commission on December 12, 1991.

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

[ ] yellow paper stock [X] 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

PETER 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

UNIT NO.	APT. TYPE	QTY	BDRM/BTH	NET LIVING AREA	PORCH/LANAI
1	Single-family	1	3/1.75	911 s.f.	-0-
2	Ohana-family	1	3/2.5	2,005 s.f.	144 s.f./42 s.f.

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 three (3) bedrooms, one and three-quarter (1.75) bathrooms, a living room, a kitchen/dining room, closets, a carport, a storage area, and other improvements as shown on the Condominium File Plan, with a net living floor area of approximately 911 square feet, a carport of approximately 420 square feet, a storage/shower area of approximately 270 square feet, and an appurtenant limited common element consisting of approximately 8,813 square feet (see Attachment 1 to Exhibit A). Unit 2 contains an apartment consisting of three (3) bedrooms, a den, two and one-half (2.5) bathrooms, a living room, a kitchen, a dining room, a family room, closets, two (2) porches, a carport and storage area, and other improvements as shown on the Condominium File Plan, with a net living floor area of approximately 2,005 square feet, a carport area of approximately 400 square feet, a storage area of approximately 108 square feet, two porches totaling approximately 186 square feet, and an appurtenant limited common element consisting of approximately 13,004 square feet (see Attachment 2 to Exhibit A). Both Unit 1 and Unit 2 have use of the common elements for utility services and have ingress and egress rights directly onto a public street over and across "Common Area A", the common driveway and utility area consisting of approximately 6,468 square feet, as shown on the Condominium File Plan (see Attachment 3 to Exhibit A).

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 of the Declaration of Condominium Property Regime of Apoki Plantation, 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:

Unit No.	Limited Common Element (approximate land area)
1	8,813 square feet
2	13,004 square feet

"Common Area A", consisting of approximately 6,468 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 utility services and ingress to and egress from his or her respective unit.

Note: The above limited common elements, as more fully described in Attachments 1 and 2 to this exhibit, are not legally subdivided lots and any reference to them as such in any project documents is a misnomer.

END OF EXHIBIT "A"

UNIT 1

LIMITED COMMON ELEMENT
APOKI PLANTATION
CONDOMINIUM PROJECT

LAND SITUATED AT PUNAHOA 2ND, SOUTH HILO, ISLAND OF HAWAII, HAWAII.

Being a portion of Royal Patent 1950, No. 2 to Charles H. Wetmore on a portion of Land Commission Award 387, Part 4, Section 1 to American Board of Commissioners for Foreign Missions. Being also a portion of Lot 13, Block 13, Ainako Subdivision, Series 3 (File Plan 433).

Beginning at the southwest corner of this parcel of land, being also the southeast corner of Lot 14, Block 13, Ainako Subdivision, Series 3 (File Plan 433) and on the northerly side of Apoki Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "HALAI", being 2,253.84 feet South and 7,870.44 feet West, thence running by azimuths measured clockwise from true South:

1. 187° 33' 30" 129.50 feet along the remainder of R.P. 1950, No. 2 to Charles H. Wetmore on a portion of L.C. Aw. 387, Part 4,

Sec. 1 to American Board of Commissioners for Foreign Missions [Lot 14, Block 13, Ainako Subdivision, Series 3 (File Plan 433)];

2. 277° 33' 30" 81.50 feet along the remainder of R.P. 1950, No. 2 to Charles H. Wetmore on a portion of L.C. Aw. 387, Part 4, Sec. 1 to American Board of Commissioners for Foreign Missions (Unit 2, Limited Common Element);

3. 7° 33' 30" 37.00 feet along the remainder of R.P. 1950, No. 2 to Charles H. Wetmore on a portion of L.C. Aw. 387, Part 4, Sec. 1 to American Board of Commissioners for Foreign Missions (Common Area "A");

4. 52° 33' 30" 4.95 feet along same;

5. 97° 33' 30" 16.00 feet along same;

6. 7° 33' 30" 89.00 feet along same;

7. 97° 33' 30" 62.00 feet along Apoki Street to the point of beginning and containing an area

of 8,813 Square Feet.

Tax Map Key: 3rd Div. 2-5-22: portion of 29

Clyde K. Matsunaga
Licensed Professional Land Surveyor
Certificate No. 4328

UNIT 1
LIMITED COMMON ELEMENT
3 of 3

UNIT 2

LIMITED COMMON ELEMENT
APOKI PLANTATION
CONDOMINIUM PROJECT

LAND SITUATED AT PUNAHOA 2ND, SOUTH HILO, ISLAND OF HAWAII, HAWAII.

Being a portion of Royal Patent 1950, No. 2 to Charles H. Wetmore on a portion of Land Commission Award 387, Part 4, Section 1 to American Board of Commissioners for Foreign Missions. Being also a portion of Lot 13, Block 13, Ainako Subdivision, Series 3 (File Plan 433).

Beginning at the southeast corner of this parcel of land, being also the northeast corner of Common Area "A" and on the westerly boundary of Lot 12, Block 13, Ainako Subdivision, Series 3 (File Plan 433), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HALAI", being 2,140.98 feet South and 7,736.44 feet West, thence running by azimuths measured clockwise from true South:

1. 97° 33' 30" 118.00 feet along the remainder of R.P. 1950, No. 2 to Charles H. Wetmore on a portion of L.C. Aw. 387, Part 4, Sec. 1 to American Board of

Commissioners for Foreign Missions (Common Area "A" and Unit 1, Limited Common Element);

2. 187° 33' 30" 122.00 feet along the remainder of R.P. 1950, No. 2 to Charles H. Wetmore on a portion of L.C. Aw. 387, Part 4, Sec. 1 to American Board of Commissioners for Foreign Missions [Lot 14, Block 13, Ainako Subdivision, Series 3 (File Plan 433)];

3. 288° 52' 120.34 feet along the remainder of R.P. 1950, No. 2 to Charles H. Wetmore on a portion of L.C. Aw. 387, Part 4, Sec. 1 to American Board of Commissioners for Foreign Missions;

4. 7° 33' 30" 98.40 feet along the remainder of R.P. 1950, No. 2 to Charles H. Wetmore on a portion of L.C. Aw. 387, Part 4, Sec. 1 to American Board of Commissioners for Foreign Missions [Lot 12, Block 13, Ainako Subdivision, Series 3 (File Plan

433)] to the point of beginning and containing an area of 13,004 Square Feet.

Tax Map Key: 3rd Div. 2-5-22: portion of 29

Clyde K. Matsunaga
Licensed Professional Land Surveyor
Certificate No. 4328

UNIT 2
LIMITED COMMON ELEMENT
3 of 3

COMMON AREA "A"

APOKI PLANTATION
CONDOMINIUM PROJECT

LAND SITUATED AT PUNAHOA 2ND, SOUTH HILO, ISLAND OF HAWAII, HAWAII.

Being a portion of Royal Patent 1950, No. 2 to Charles H. Wetmore on a portion of Land Commission Award 387, Part 4, Section 1 to American Board of Commissioners for Foreign Missions. Being also a portion of Lot 13, Block 13, Ainako Subdivision, Series 3 (File Plan 433).

Beginning at the southeast corner of this parcel of land, being also the southwest corner of Lot 12, Block 13, Ainako Subdivision, Series 3 (File Plan 433) and on the northerly side of Apoki Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "HALAI", being 2,269.36 feet South and 7,753.47 feet West, thence running by azimuths measured clockwise from true South:

1.	97° 33' 30"	56.00 feet	along Apoki Street;
2.	187° 33' 30"	89.00 feet	along the remainder of R.P. 1950, No. 2 to Charles H. Wetmore on a portion of L.C. Aw. 387, Part 4, Sec. 1 to American Board of

Commissioners for Foreign Missions (Unit 1, Limited Common Element);

3. 277° 33' 30" 16.00 feet along same;

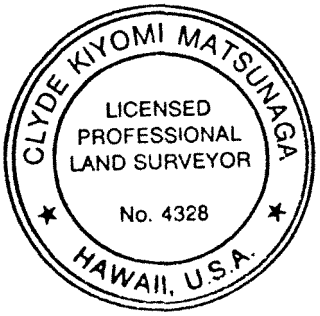
4. 232° 33' 30" 4.95 feet along same;

5. 187° 33' 30" 37.00 feet along same;

6. 277° 33' 30" 36.50 feet along the remainder of R.P. 1950, No. 2 to Charles H. Wetmore on a portion of L.C. Aw. 387, Part 4, Sec. 1 to American Board of Commissioners for Foreign Missions (Unit 2, Limited Common Element);

7. 7° 33' 30" 129.50 feet along the remainder of R.P. 1950, No. 2 to Charles H. Wetmore on a portion of L.C. Aw. 387, Part 4, Sec. 1 to American Board of Commissioners of Foreign Missions [Lot 12, Block 13, Ainako Subdivision, Series 3 (File Plan 433)] to the point of beginning and containing an area of 6,468 Square Feet.

Tax Map Key: 3rd Div. 2-5-22: portion of 29



Clyde K. Matsunaga
Licensed Professional Land Surveyor
Certificate No. 4328

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 "B"

EXHIBIT "C"

LIST OF ENCUMBRANCES

1. **TAXES Tax Map Key: HAWAII 2-5-22-29**

   For any taxes that may be due and owing and a lien on the parcel of land herein described, reference is hereby made to the Office of the Tax Assessor of the Third Division.

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

3. A 25 foot setback line along Apoki Street, as shown on Tax Map.

4. Restrictions, covenants and conditions as contained in:

   DEED

Dated:	February 5, 1948
Book:	2113
Page:	37
	to which reference is hereby made

5. **MORTGAGE**

Mortgagor:	Raymond Shigeru Kobayashi and Alice Caroline Kobayashi, husband and wife
Mortgagee:	AVCO Financial Services of Hawaii, Inc., a Hawaii corporation
Dated:	March 24, 1983
Book:	16953
Page:	593
To Secure:	$9,726.11 and any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to

6. **MORTGAGE**

Mortgagor:	Raymond Shigeru Kobayashi and Alice Caroline Kobayashi, husband and wife
Mortgagee:	Honolulu Federal Savings and Loan Association, a federal savings and loan association, existing under the laws of the United States of America, now know as Honfed Bank, a federal savings bank
Dated:	July 8, 1986
Book:	19659
Page:	685
To Secure:	$53,000.00 and any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to

7. **GRANT**

In Favor Of:	Hawaii Electric Light Co., Inc. and Hawaiian Telephone Co., now known as GTE Hawaiian Telephone Company Incorporated, both Hawaii corporations
Dated:	July 29, 1986
Book:	19887
Page:	108
Purpose:	Easement purposes over, under, across and through the land herein described

Note: Also, see condominium documents listed on page 7 herein.

END OF EXHIBIT "C"

EXHIBIT D

ESTIMATE OF INITIAL MAINTENANCE FEES AND ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment	Monthly Fee x 12 months = Yearly Total
Unit 1	$10.00 x 12 months = $120.00
Unit 2	$10.00 x 12 months = $120.00
	TOTAL: $240.00

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	Months = Yearly Total
Utilities and Services		not applicable
Air Conditioning		
Electricity		
[ ] common elements only		
[ ] common elements and apartments		
Gas		
Refuse Collection		
Telephone		
Water and Sewer		
Maintenance, Repairs and Supplies		
Building		$120.00 per year
Grounds		$120.00 per year
Management		
Management Fee		not applicable
Payroll and Payroll Taxes		
Office Expenses		
Insurance		not applicable
Reserves		
Taxes and Government Assessments		
Audit Fees		
Other		
TOTAL		$240.00 per year

I/We, RAYMOND SHIGERU KOBAYASHI and ALICE CAROLINE KOBAYASHI, 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.

Raymond Shigeru Kobayashi
Alice Caroline Kobayashi
Date: December 6, 1991

EXHIBIT "E"

SUMMARY OF SALES CONTRACT

The two apartments are not presently for sale. However, should the apartments be offered for sale in the future, the sales contract that will be used says, in addition to 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, the following:

(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 two apartments are not presently for sale. However, should the apartments be offered for sale in the future, deposits a buyer makes under a sales contract will be held by a neutral party ("Escrow"). Under the escrow agreement, the following 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 shall 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 "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"

HOUSE RULES
FOR
"APOKI PLANTATION"

A. PURPOSE OF THESE RULES

1. Purpose. The purpose of these House 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 "Apoki Plantation" and the Bylaws of the Association of Apartment Owners of "Apoki Plantation". 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 "Apoki Plantation" 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 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. 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.

7. 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.

8. Project Appearance. Each unit owner shall maintain its said unit and appurtenant limited common area in such a manner as to foster a neat and attractive project appearance.

9. 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.

10. 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.

11. 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 House Rules as the House Rules for the "Apoki Plantation" condominium project on behalf of the Association this 6TH day of DECEMBER, 1991.

Raymond Shigeru Kobayashi
RAYMOND SHIGERU KOBAYASHI

Alice Caroline Kobayashi
ALICE CAROLINE KOBAYASHI

Developer

ssl 100491 0267c

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 6TH day of DECEMBER, 1991, before me personally appeared RAYMOND SHIGERU KOBAYASHI and ALICE CAROLINE KOBAYASHI, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Roannadesa Osorio
Notary Public, State of Hawaii L.S.

My commission expires: 6-14-94

END OF EXHIBIT "H"