



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

**Maier Condominium
 Kalaoa, North Kona
 Island and County of Hawaii**

Registration No. 2569

Issued: January 28, 1992
 Expires: February 28, 1993

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of December 31, 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: The developer may not as yet have created the condominium but has filed with the
 (*yellow*) 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:** The developer has legally created a condominium and has filed complete information
 (*white*) with the Commission.
 No prior reports have been issued
 Supersedes all prior public reports
 Must be read together with _____

 SUPPLEMENTARY: Updates information contained in the
 (*pink*) Prelim. Public Report dated _____
 Final Public Report dated _____
 Supp. Public Report dated _____

And Supersedes all prior public reports
 Must be read together with _____

This report reactivates the _____
 public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required Not Required - disclosures covered in this report.

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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:

- 1. New Building(s) Conversion
 Both New Building(s) and Conversion
- 2. Residential Commercial Ohana
 Mixed Residential and Commercial Agricultural
 Other _____

3. High Rise (5 stories or more) Low Rise

4. Single or Multiple Buildings

5. Apartment Description

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>A</u>	<u>2</u>	<u>3/2</u>	<u>1,250</u>	<u>384</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 2

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

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

6. Parking:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>4</u>
Guest Stalls	<u>0</u>
Unassigned Stalls	<u>0</u>
Extra Stalls Available for Purchase	<u>0</u>
Other: _____	_____
Total Parking Stalls	<u>4</u>

7. Recreational amenities: **None**

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Kim A. Maier and Carol L. Maier
Edwin C. Maier and Marietta S. Maier
Name
77-6585 Seaview Circle, #301
Business Address
Kailua-Kona, Hawaii 96740

Phone: (808)326-1521
(Business)

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

Real Estate Broker: None - Units are not presently for sale

Name

Business Address

Phone: _____
(Business)

Escrow: None - Units are not presently for sale

Name

Business Address

Phone: _____
(Business)

General Contractor: Kim A. Maier

Name
77-6585 Seaview Circle, #301
Business Address
Kailua-Kona, Hawaii 96740

Phone: (808)326-1521
(Business)

Condominium Managing Agent: Self-Managed by Association

Name
of Apartment Owners
Business Address

Phone: _____
(Business)

Attorney for Developer: Stephen J. Menezes

Name
100 Pauahi Street, Suite 204
Business Address
Hilo, Hawaii 96720

Phone: (808)961-0055
(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. 177795
Book _____ Page _____
 Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

N/A

- 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. 1588
 Filed - Land Court Condo Map No. _____

Amendment date(s) and recording/filing information:

N/A

- 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. 177796
Book _____ Page _____
 Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

N/A

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 units. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

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.

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>65%</u>
House Rules	---	<u>NA</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

4. Permitted Uses by Zoning:

	<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>		<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>
<input type="checkbox"/> Commercial	_____	_____	<input type="checkbox"/> Industrial	_____	_____
<input checked="" type="checkbox"/> Residential	<u>2</u>	<u>yes</u>	<input type="checkbox"/> Agricultural	_____	_____
<input type="checkbox"/> Timeshare/Hotel	_____	_____	<input type="checkbox"/> Recreational	_____	_____
<input type="checkbox"/> Other: _____					

Is/Are this/these use(s) specifically permitted by the project's declaration or bylaws?

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:

- Pets: Allowed in reasonable number.
- Number of Occupants: _____
- Other: See, Exhibit "E"
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators 0 Stairways 0 Trash Chutes 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>A</u>	<u>2</u>	<u>3/2</u>	<u>1,250</u>	<u>384</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 2

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

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

Boundaries of Each Apartment:

See, Exhibit "A"

Permitted Alterations to Apartments:

See, Exhibit "A"

7. Parking Stalls:

Total Parking Stalls: 4

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

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

Commercial parking garage permitted in condominium project.

Exhibit "A" 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

Storage Area

Recreation Area

Laundry Area

Tennis Court

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

N/A

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

N/A

0. 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.

Common Elements, Limited Common Elements, Common Interest:

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

Exhibit "B" describes the common elements.

As follows:

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

There are no limited common elements in this project.

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

described in Exhibit "B"

as follows:

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit "B" describes the common interests for each apartment.

As follows:

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

Exhibit "C" describes the encumbrances against the title contained in the title report dated October 21, 1991 and issued by Stuart Title/Island 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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Mortgage, recorded 10/21/91, Doc. No. 91-143973	Buyer may lose right to purchase unit, but will be entitled to a refund of deposit.

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 _____

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.

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 _____

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:

One year from completion of construction.

2. Appliances:

One year from completion of construction.

J. Status of Construction and Estimated Completion Date:

The apartments are completed but awaiting final inspection by building inspectors. Upon final inspection the required Notice of Completion will be published.

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:

N/A

L. Sales Documents Filed With the Real Estate Commission:

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

[] Notice to Owner Occupants N/A

[] Specimen Sales Contract N/A - Units not presently for sale.

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

[] Escrow Agreement dated N/A - Units not presently for sale.

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

[] Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

1. The Commission has received a letter from the Hawaii County Planning Department, dated December 26, 1991, expressing concern that the dotted lines shown on the Condominium Map give the appearance of the property being subdivided into two lots and therefore should be omitted. Prospective purchasers should take note of this and the caveat on page 2 of this Report that the limited common element appurtenant to each apartment is not a legally subdivided lot.
2. The Developer represents that the Declaration of Covenants, Conditions and Restrictions, dated July 23, 1991, recorded August 18, 1991, and noted as Item 6 in Exhibit "C" herein, contains the covenants, conditions, restrictions and other provisions set forth in Exhibit "F" herein.

A copy of the Declaration of Covenants, Conditions and Restrictions shall be made available to prospective purchasers upon request should the Developer later decide to sell the apartments. The Declaration of Covenants, Conditions and Restrictions should not be confused with the Declaration of Condominium Property Regime referred to on page 7 of this Report.

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.

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. 2569 filed with the Real Estate Commission on December 20, 1991.

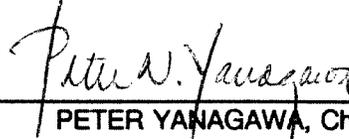
Reproduction of Report. When reproduced, this report must be on:

yellow paper stock

white paper stock

pink paper stock

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary Public Report is issued or unless the Commission issues an order extending the effective period for the report.



PETER 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

MAIER CONDOMINIUM

Exhibit "A"

Buildings and Apartments

Following is a description of the buildings and apartments at Maier Condominium and an explanation of the boundaries of each apartment and permitted alterations:

1. Description of Buildings. The Project will consist of two (2) buildings designated as Building 1 and Building 2. Each building will be one-story in height and contain one Type A apartment. Neither building has a basement. Both buildings are of wood frame construction with plywood siding and asphalt shingle roofs. Building 1 has a post and pier foundation and Building 2 has a concrete foundation. Each building contains a carport with two covered parking stalls.

2. Description of Apartments. Two separate freehold estates are created and designated (the "apartments"), as shown on the Condominium Map. Specifically the two estates so created and designated are referred to as Apartment 1-A and Apartment 2-A. Apartment 1-A is comprised of all of Building 1 and all other improvements physically located on the land area appurtenant to Apartment A-1. Apartment 2-A is comprised of all of Building 2 and all other improvements physically located on the land area appurtenant to Apartment A-2. The apartments are described as follows:

(2.01) Apartment 1-A is located in Building 1. The apartment's enclosed living area contains seven rooms: three bedrooms, two full bathrooms, living room and kitchen/dining room. The enclosed living area totals approximately 1,250 square feet. An open deck of approximately 384 square feet and a covered two car carport and storage area of approximately 560 square feet are a part of the apartment. In addition, the apartment consists of any and all other future improvements which may be constructed by the owner of the apartment on the land area appurtenant to the apartment as permitted in this Declaration.

(2.02) Apartment 2-A is located in Building 2. The apartment's enclosed living area contains seven rooms: three bedrooms, two full bathrooms, living room and kitchen/dining room. The enclosed living area totals approximately 1,250 square feet. An open lanai of approximately 384 square feet and a

covered two car carport and storage area of approximately 560 square feet are a part of the apartment. In addition, the apartment consists of any and all other future improvements which may be constructed by the owner of the apartment on the land area appurtenant to the apartment as permitted in this Declaration.

(2.03) The owner of each apartment is entitled, if permitted by law, to construct any building or structure on the land area appurtenant to the apartment, provided that the building or structure meets with all applicable building, electrical, plumbing and housing codes and all applicable land use and zoning laws and ordinances in effect at the time of construction. All costs and expenses of any such future construction shall be borne by the owner of the apartment.

(2.04) The common element to which each apartment has immediate access is the land area appurtenant to each apartment, which is a limited common element,

(2.05) Each apartment shall be deemed to include all ducts, electrical equipment, wiring, pipes and other appurtenant transmission facilities for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution located in, over, under or through the apartment and the land area appurtenant to the apartment.

3. Alteration of Apartments. Each apartment owner shall have the right, at such owner's sole discretion and without the consent or permission of any other apartment owner or the Association, to renovate, remodel, make additions to, enlarge, remove, replace or restore such owner's apartment or any portion thereof, and to make improvements upon the land area appurtenant to the apartment (collectively "alterations"), provided that all alterations shall be at the expense of the apartment owner and shall be performed in accordance with all applicable building, electrical, plumbing and housing codes and all applicable land use and zoning laws and ordinances.

THIS DOCUMENT CONTAINS A SUMMARY DESCRIPTION OF THE BUILDINGS AND APARTMENTS FOR MAIER CONDOMINIUM. BUYER SHOULD THOROUGHLY REVIEW ALL PROJECT DOCUMENTS IN ORDER TO OBTAIN A COMPLETE UNDERSTANDING OF THE MATTERS CONTAINED IN THIS SUMMARY DESCRIPTION.

End of Exhibit "A"

MAIER CONDOMINIUM

Exhibit "B"

Common Elements, Limited Common Elements
and Common Interest

Following is a description of the common elements, limited common elements and common interest for Maier Condominium:

1. Common Elements. One freehold estate is designated in all of the portions and appurtenances of the Project (the "common elements") exclusive of the apartments, including specifically, but not limited to:

(1.01) The land in fee simple.

(1.02) All ducts, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities, installations over, under and across the Project which serve more than one apartment for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution, if any.

(1.03) Any and all apparatus, facilities or other parts of the Project necessary to its existence, maintenance and safety.

2. Limited Common Elements. Certain parts of the common elements, (the "limited common elements"), are set aside and reserved for the exclusive use of certain apartments and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

(2.01) The land area upon and around which Apartment 1-A is located, consisting of approximately .5005 acre, as shown and designated on the Condominium Map, is deemed a limited common element appurtenant to and reserved for the exclusive use of Apartment 1-A.

(2.02) The land area upon and around which Apartment 2-A is located, consisting of approximately .5005 acre, as shown and designated on the Condominium Map, is deemed a limited common element appurtenant to and reserved for the exclusive use of Apartment 2-A.

All costs and expenses of every kind pertaining to the limited common elements, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne solely by the owner of the apartment to which the limited common element is appurtenant.

NOTE: ALTHOUGH THE LAND AREA UPON AND AROUND EACH APARTMENT IS A LIMITED COMMON ELEMENT, SUCH LAND AREA IS NOT A SEPARATE LEGALLY SUBDIVIDED LOT.

3. Common Interest. Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the Project, as follows:

(3.01) Apartment A-1 shall have appurtenant thereto an undivided 50 percent interest in all of the common elements of the Project.

(3.02) Apartment A-2 shall have appurtenant thereto an undivided 50 percent interest in all of the common elements of the Project.

Such interests are defined and referred to as the "common interest". Each apartment shall have the same proportionate share as its common interest in all common profits and expenses of the Project and for all other purposes, including voting.

THIS DOCUMENT CONTAINS A SUMMARY DESCRIPTION OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND COMMON INTEREST FOR MAIER CONDOMINIUM. BUYER SHOULD THOROUGHLY REVIEW ALL PROJECT DOCUMENTS IN ORDER TO OBTAIN A COMPLETE UNDERSTANDING OF THE MATTERS CONTAINED IN THIS SUMMARY DESCRIPTION.

End of Exhibit "B"

MAIER CONDOMINIUM

Exhibit "C"

Encumbrances Against Title

Following is a list of the encumbrances against title of the Maier Condominium as shown by the Policy of Title Insurance, Policy No. HJP-2301-23070, issued by Stewart Title Guaranty Company/Island Title Corporation on October 21, 1991:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. Rights of Native tenants as reserved in Grant 1608 to Kekeleaukai.
3. Easement K for power line purposes, as described in instrument recorded June 17, 1991, in the Bureau of Conveyances, State of Hawaii, as Document No. 91-078110.
4. Easement L for utility pole guy anchor purposes, as described in instrument recorded June 17, 1991, in the Bureau of Conveyances, State of Hawaii, as Document No. 91-078110.
5. An easement for utility purposes, in favor of Hawaii Electric Light Company, Inc. a Hawaii corporation, and GTE Hawaiian Telephone Company Incorporated, also a Hawaii corporation, dated April 3, 1990, recorded May 11, 1990, in the Bureau of Conveyances, State of Hawaii, as Document No. 90-69256.
6. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions set forth in the Declaration, dated July 23, 1991, recorded August 28, 1991, in the Bureau of Conveyances, State of Hawaii, as Document No. 91-117265.
7. Mortgage dated October 18, 1991, recorded October 21, 1991, in the Bureau of Conveyances, State of Hawaii, as Document No. 91-143973, to secure the repayment of \$160,000.00, and any additional advances and other amounts secured thereby, under the terms and provisions thereof,
Mortgagor: Kim Artur Maier and Carol Lynn Maier, husband and wife, Tenants by the Entirety; and Edwin Carey Maier and Marietta Sheri Maier, husband and wife, Tenants by the Entirety; Tenants in Common
Mortgagee: Harue Matsumoto, widow

8. Real property taxes as may be due and owing. For further information, check with the County tax assessor.

NOTE: Subsequent to the issuance of said Policy of Title Insurance, the Developer placed the Condominium documents noted on page 7 of this Report on record.

End of Exhibit "C"

MAIER CONDOMINIUM

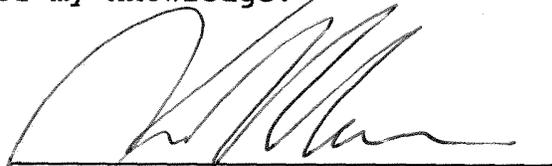
Exhibit "D"

Estimate of Initial Maintenance Fees and Disbursements

The regular maintenance and repair of each apartment and the limited common elements appurtenant to each apartment is the sole responsibility of each respective apartment owner. There are no common elements which will require maintenance and repair by the Association. The payment of all utility services for each apartment is the sole responsibility of each respective apartment owner. As a result, Developer anticipates that there will be no assessments for maintenance fees.

Fire insurance is required to be purchased to cover the improvements portion of the Project by §514A-86, Hawaii Revised Statutes. Developer anticipates that the Association will elect, pursuant to paragraph 14.04 of the Declaration, to obtain separate policies for each apartment, the premiums for which will be the sole responsibility of and be paid by each respective apartment owner.

I, Kim A. Maier, Agent for Developer, hereby certify that the above estimate of initial maintenance fees and disbursements are true and accurate to the best of my knowledge.



Kim A. Maier

December 16, 1991.

End of Exhibit "D"

MAIER CONDOMINIUM

Exhibit "E"

Special Use Restrictions

The Declaration of Condominium Property Regime contains restrictions on the use and occupancy of the apartments. The restrictions are as follows:

1. The apartments shall be occupied and used only for residential purposes and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any business, trade or profession whatsoever. The apartments shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days or (b) any rental in which the occupants of the apartments are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations and the restrictions and such obligations and restrictions set forth in the By-Laws, the owners of the apartments shall have the absolute right to lease the apartments provided that the lease is in writing, is made subject to the covenants and restrictions contained in this Declaration and the By-Laws and is in compliance with the Declaration and By-Laws.

2. The apartments or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purposes or under any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership" or "time-interval ownership" arrangement. The term "time sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the Project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise.

The Bylaws contain restrictions on the use and occupancy of the apartments and common elements of the project. The restrictions are as follows:

(1) All apartments of the project shall be used only for such purposes stated in the Declaration.

(2) All common elements of the project shall be used only for their respective purposes as designed.

(3) No apartment owner or occupant shall erect, place, store or maintain on the grounds or other common elements any structure, signs, furniture or other objects of any kind or otherwise obstruct transit through such common elements; provided that the foregoing shall not apply to limited common elements.

(4) Every apartment owner and occupant shall at all times keep such owner's apartment in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association.

(5) No apartment owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of such owner's apartment or the project.

(6) All occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other occupants.

(7) Dogs, cats or other household pets in reasonable number may be kept by the apartment owners and occupants in their respective apartments and the land area appurtenant to such apartments.

(8) Nothing shall be allowed, done or kept in any apartments or common elements of the project which would cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

THIS DOCUMENT DESCRIBES THE RESTRICTIONS CONTAINED IN THE DECLARATION OF CONDOMINIUM PROPERTY REGIME AND THE BYLAWS REGARDING THE USE AND OCCUPANCY OF THE APARTMENTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS OF THE PROJECT. IN ADDITION TO RESTRICTIONS ON USE AND OCCUPANCY, THE PROJECT DOCUMENTS CONTAIN OTHER RESTRICTIONS APPLICABLE TO THE APARTMENTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, SUCH AS RESTRICTIONS CONCERNING ALTERATION OF THE APARTMENTS. BUYER SHOULD THOROUGHLY REVIEW ALL PROJECT DOCUMENTS IN ORDER TO OBTAIN A COMPLETE UNDERSTANDING OF ALL OF THE RESTRICTIONS APPLICABLE TO THE APARTMENTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

THE APARTMENTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS OF THE PROJECT ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS NOT CONTAINED IN THE PROJECT DOCUMENTS. THE ADDITIONAL RESTRICTIONS

ARE CONTAINED IN A DOCUMENT ENTITLED "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS," WHICH IS REFERRED TO IN ITEM 2 ON PAGE 18 OF THIS REPORT AND FURTHER DESCRIBED IN EXHIBIT "F" ATTACHED TO THIS REPORT. BUYER SHOULD THOROUGHLY REVIEW THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN ORDER TO OBTAIN A COMPLETE UNDERSTANDING OF THE ADDITIONAL RESTRICTIONS APPLICABLE TO THE APARTMENTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

End of Exhibit "E"

MAIER CONDOMINIUM

Exhibit "F"

Declaration of Covenants, Conditions and Restrictions

The lot on which the Project is located and the apartments, common elements and limited common elements of the Project are subject to the provisions contained in a document entitled "Declaration of Covenants, Conditions and Restrictions," dated July 23, 1991, recorded August 28, 1991 in the Bureau of Conveyances, State of Hawaii, as Document No. 91-117265. The provisions specify standards related to the construction of structures and also affect the use and occupancy of the apartments, common elements and limited common elements of the Project.

The Declaration of Covenants, Conditions and Restrictions applies to the lot on which the Project is located and all other lots in the subdivision known as the Matsumoto Subdivision. The lot on which the Project is located is designated as Lot 5-C-1 of the Matsumoto Subdivision.

The Declaration of Covenants, Conditions and Restrictions contains the following provisions:

1. EXCAVATION. No lot or any part thereof shall be excavated, filled or otherwise altered as to natural grade in such a manner as to affect the drainage onto or off of any other lot of the subdivision.

2. SUBDIVISION; OHANA DWELLINGS AND CONDOMINIUMS. None of the lots numbered 5-D-1, 5-D-2, 5-D-3, 5-D-4, or 5-D-5 shall be further subdivided. The construction of a second dwelling under Ohana zoning laws and the establishment of Ohana condominiums shall be permitted on all ten (10) lots of the subdivision so long as such construction and establishment of Ohana condominiums are permitted by and subject to the applicable laws in effect at the time, and to the covenants, conditions and restrictions herein.

3. BURNING. No open burning of trash or debris shall be permitted, although outdoor "barbecue" and "imu" cooking shall be allowed.

4. DUMPING. No dumping of fish cleanings or other garbage on any of the above described lots or adjoining lands will be permitted.

5. NOISE. No loud or unusual noises shall be permitted on the said lots. Machinery or tools causing loud or disturbing noises shall not be operated or used except between the hours of 7:00 a.m. to 5:00 p.m. weekdays and 9:00 a.m. to 5:00 p.m. on weekends and holidays. Air conditioning units or systems shall be adequately soundproofed.

6. AUTOMOBILES, BOATS AND TRAILERS. Except as expressly hereinafter provided, no lot shall be used as a parking, storing, display or accommodation area for any type of motor vehicle, boat, trailer, or motor driven cycle, the purpose of which parking, storage, display or accommodation is to perform any activity thereon such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind. Such activities may be performed within completely enclosed garages or other structures located on the lot which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of such motor vehicle, boat, trailer, or motor driven cycle together with those activities normally incident and necessary to such washing and polishing. No boat, trailer, truck, commercial vehicles or abandoned or disabled vehicles shall be parked at any time on or in front of any lot in an area visible from neighboring lots, or any public street.

7. GARAGES AND CARPORTS. Garages and carports with entrances facing the street must be a minimum of twenty-five (25) feet back from the street property line. Garages and carports not having entrances facing the street shall have the side facing the street walled. All storage facilities opening from a garage or carport shall have their own enclosing doors. Every resident shall have a minimum of a 2-car garage or a 2-car carport.

8. HEIGHT LIMITATION; VIEW AND AIR. No dwelling house, appurtenance or other structure shall exceed twenty-five (25) feet from the ground of the average elevation of the lot upon which the house, appurtenance or other structure is built, and shall not unreasonably interfere with the view, corridor, sunlight and natural flow of air of owners of the other lots in the subject subdivision or of the owner of Lot 5-E, consisting of 5.756 acres, currently designated as Tax Map Key No. 7-3-5-95.

9. CONSTRUCTION MATERIALS.

(a) No used or second-hand lumber shall be incorporated in the construction of any improvements on any of said lots, nor shall any building, or part thereof, be placed or re-erected upon any of said lots which has been moved from another location; no "quonset" type of building shall be erected, placed or maintained upon said premises.

(b) All exterior roofing material shall be of a non-reflecting and non-glaring nature.

10. DRIVEWAY. Each dwelling house shall have a driveway which shall be a minimum of 12 feet wide at the street and 8 feet wide along its length and shall be paved in asphalt or concrete and otherwise completed prior to or simultaneously with completion of a dwelling house.

11. FOUNDATIONS. No conventional subfloor framing shall be exposed from any side of any structure.

12. PROPERTY LINE. No hedge, building or structure, or any part thereof, except a boundary hedge, fence or wall not more than six (6) feet above the ground line, shall be grown, erected or placed or allowed to remain upon the above described premises within twenty-five (25) feet from the front street property line. All trees on the premises shall be kept at a reasonable height and must not unreasonably obstruct or interfere with the view corridors of owners of the other lots in the subject subdivision or of the owner of Lot 5-E, consisting of 5.756 acres, currently designated as Tax Map Key No. 7-3-5-95.

13. RESIDENTIAL PURPOSES. All of said lots and every portion hereof (except the roadway lot) shall be used for private residence purposes only including garage and other similar purposes reasonably necessary in connection with such private residence, and for no other purpose.

14. MINIMUM BUILDING SIZE AND COST.

(a) No main dwelling house shall be erected, altered, placed or permitted to remain upon any of said lots which shall contain less than One Thousand Two Hundred (1,200) square feet of enclosed floor area, exclusive of garages, carports and lanais. Any second dwelling on a lot permitted under the Ohana zoning laws or successor laws thereto shall comply with the requirements of all laws in effect at the time of construction.

(b) No main dwelling house shall be erected, placed or permitted upon any of said lots having an appraised value when completed of less than FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00), excluding land cost, garage, carport, lanais and swimming pools, it being the intention and purpose of this covenant to assure that all main dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are first recorded at the minimum cost stated herein for the minimum permitted dwelling house size.

(c) All Ohana (second) dwellings shall be of a quality of workmanship and materials substantially the same or better than the main dwellings.

15. ANTENNAE. No towers, antennas, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected or maintained or permitted to be erected or maintained on any lot, except that aerials and antennae for citizens band radios shall be allowed only such that any such aerial or antennae are not separate from the residence upon any lot, are not erected or maintained on the roof of any such residence, and do not extend higher or beyond the lowest point of the roof of any such residence. Appliances, equipment, or installations upon or over roofs of structures shall not be permitted, except for commercially manufactured solar panels, which shall be permitted. Homemade solar panels shall not be permitted.

16. STORAGE. No lumber, metals or bulk materials shall be kept, stored, or allowed to accumulate on any lot except building or other materials to be used in connection with the work of construction, alteration or improvement permitted by the terms hereof.

17. REFUSE ENCLOSURES. Unless adequate provisions are made within the house or garage for storage of refuse containers, such refuse containers shall be screened from view, the buyer shall construct an enclosure for refuse containers within twenty (20) feet of the street. The design shall be substantial, attractive, and shall conceal containers from view.

18. PROHIBITED STRUCTURES. No structure of temporary character, trailer or mobile home (or part thereof), tent, shack, outdoor privy, barn, or other out building shall be constructed, reconstructed, placed or maintained upon any lot at any time, except as otherwise provided herein.

19. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, boarded or maintained for commercial purposes and so long as they do not become an annoyance or nuisance to any of the lots of the subdivision.

20. BUSINESS OR OFFENSIVE USES. No retail or wholesale shop or store shall be erected, and no building erected on any of said lots shall be used or occupied for any mercantile, manufacturing or commercial purposes; no business or industry, nor any obnoxious or offensive activity shall be carried on upon any lot which may be or become an annoyance or nuisance to any of the other lots of the subdivision.

21. DEEDS, MORTGAGES, ETC. No agreement of sale, deed, assignment, mortgage or lease affecting any of said lots shall be made or delivered, conveying, mortgaging or leasing any of said lots or any part thereof at any time during the said period, unless such agreement of sale, deed, assignment, mortgage or lease shall contain or be subject to the same restrictive terms, covenants and conditions as are in this indenture set forth.

22. DURATION OF PROVISIONS. All restrictions, covenants, conditions, and provisions contained in or established by this declaration shall run with the land, and shall continue in full force and effect for a period of twenty (20) years from the date of execution hereof, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of record of at least sixty-five percent (65%) of the residential lots of the subdivision has been recorded, prior to the date of the commencement of the next ensuing extended period, agreeing to terminate or change the covenants in whole or in part.

23. BINDING EFFECT. All restrictions, covenants, conditions and provisions contained in or established by this declaration or any instrument changing these covenants in whole or part shall constitute easements and servitudes running with all of the lots in the MATSUMOTO SUBDIVISION, hereinabove described, and shall bind and inure to the benefit of declarant and all persons who now or hereafter own or lease any of said lots. Every person acquiring any estate, right, title or interest in or to any lot of said subdivision shall be deemed conclusively to have accepted the same upon and subject to all said restrictions, covenants, conditions and provisions and agreed to be bound thereby, whether or not set forth or referred to in the instrument by which the same was acquired. Said restrictions, covenants, conditions and provisions are in addition to and supplement any other requirements of law.

24. SEVERABILITY. Invalidation of any restrictions, covenants, conditions or provisions contained in or established by this declaration or any allowed modification hereto by judgment or order of any Court having jurisdiction thereof shall in no way affect any others of said restrictions, covenants, conditions and provisions, which shall remain in full force and effect according to their terms.

25. ENFORCEMENT. All of the foregoing restrictions, covenants, conditions and provisions shall run with the land, as aforesaid, and jurisdiction may be taken in equity at the suit of declarant or any of her assigns or of any other person having any right, title or interest in any lot in said subdivision, or in Lot 5-E above-described, to restrict or prevent by injunction, mandatory or restraining, any violation or threatened violation of any covenant above set forth to be observed and performed by persons who now or hereafter own or lease any of said lots, without prejudice to the right of the persons bringing suit to adopt or pursue suitable process to recover damages for such breach or failure, or to lien the property within the said land for damages caused by violation of any covenant above set forth. Those persons who are found to be in violation of or to have breached any of the above covenants shall in addition be liable for attorneys fees incurred in enforcing these covenants or in curing the breaches of the same.

THIS DOCUMENT DESCRIBES THE PROVISIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. BUYER SHOULD THOROUGHLY REVIEW THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN ORDER TO OBTAIN A COMPLETE UNDERSTANDING OF ITS PROVISIONS.

End of Exhibit "F"