

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer Address: SIMON POTTS 8700 Hollywood Blvd. Los Angeles, CA 90069 MAGDI LATIF SHEREE LATIF P. O. Box 759 Kilauea, HI 96754 ILEANA CARRENO-FURGESON P. O. Box 746 Kilauea, HI 96754

Project Name(\*): SEACLIFF PLANTATION - LOT 25 Address: Pali Moana Road, Kilauea, Kauai, Hawaii 96754

Registration No. 2874 Effective date: June 9, 1993 Expiration date: July 9, 1994

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

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

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

PRELIMINARY: (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer 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. [ ] This report supersedes all prior public reports. [ ] This report must be read together with

SUPPLEMENTARY: (pink) This report updates information contained in the: [ ] Preliminary Public Report dated: [ ] Final Public Report dated: [ ] Supplementary Public Report dated:

And [ ] Supersedes all prior public reports [ ] Must be read together with [ ] This report reactivates the public report(s) which expired on

(\* ) Exactly as named in the Declaration

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report       Not Required - disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the developer.

Changes made are as follows:

SPECIAL ATTENTION

This is CONDOMINIUM PROJECT, not a subdivision. There are County restrictions on the number of residential dwelling units, or other structures, which may be built on the property. Therefore, unless the Purchaser is buying an existing residential dwelling, THERE IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO BUILD A RESIDENTIAL DWELLING UNIT ON THE PROPERTY. THERE IS ALSO NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL STRUCTURE TO A RESIDENTIAL USE. The Purchaser should consult with the appropriate County agencies to determine whether the Purchaser may build a residential dwelling unit, or any other type of structure, on the property.

1. There are presently NO RESIDENTIAL STRUCTURES ON THE PROPERTY. The only buildings on the property are storage sheds, each of which may be defined as an "apartment" under the condominium property act.
2. This public report does not constitute an approval of the project by the Real Estate Commission or any other government agency, nor does it warrant that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.
3. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and is not a legally subdivided lot. The dotted lines on 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 the property lines of legally subdivided lots.

4. Facilities and improvements normally associated with County-approved subdivision, such as fire protection devices, County street lighting, electricity, upgrade water facilities, improved access for owners and emergency traffic, drainage facilities, etc., may not be provided, and services such as County street maintenance and trash collection may not be available for interior roads and driveways.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.



### General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

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 owners/tenants) 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 at the lessee's expense. 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 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 project's 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 the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the 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 important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

**I. PERSONS CONNECTED WITH THE PROJECT**

<b>Developer:</b>	Simon Potts	Magdi Latif	Ileana Carreno-Furgeson
		Sheree Latif	P. O. Box 746 Phone: (808) 828-1863
	<b>Name</b>		Kilauea, HI 96754 (Business)
	8700 Hollywood Blvd. P. O. Box 759		
	<b>Business Address</b>		
	Los Angeles, CA 90069	Kilauea, HI 96754	
	Ph. (213) 871-5100	Ph. (808) 828-2036	

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Real Estate Broker:</b>	Each owner to select their own real estate broker as needed - See note page 20	Phone: _____
	<b>Name</b>	(Business)

\_\_\_\_\_

**Business Address**

\_\_\_\_\_

<b>Escrow:</b>	Title Guaranty Escrow Services, Inc.	Phone: (808) 245-3381
	<b>Name</b>	(Business)
	4414 Kukui Grove St., Suite 104	
	<b>Business Address</b>	
	Lihue, Hawaii 96766	

<b>General Contractor:</b>	Owner/Builder	Phone: _____
	<b>Name</b>	(Business)
	<b>Business Address</b>	
	_____	

<b>Condominium Managing Agent:</b>	Self-management by Association of Apartment Owners	Phone: _____
	<b>Name</b>	(Business)
	<b>Business Address</b>	
	_____	

<b>Attorney for Developer:</b>	Hiroshi Sakai, Attorney at Law, A Law Corporation	Phone: (808) 531-4171
	<b>Name</b>	(Business)
	201 Merchant St., Suite 902	
	<b>Business Address</b>	
	Honolulu, Hawaii 96813	

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

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and 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.

- 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. 93-061832  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

- B. Condominium Map (File Plan) shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

- Proposed  
 Recorded - Bureau of Conveyances Condo Map No. 1848  
 Filed - Land Court Condo Map No. \_\_\_\_\_

The Condominium Map has been amended by the following instruments [state name of document, date 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 manner in which meetings will be conducted, whether pets are prohibited or allowed 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. 93-061833  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

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

The House Rules for this condominium are:

Proposed                       Adopted             Developer does not plan to adopt House Rules

E. Changes to Condominium Documents

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

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

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

\* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

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:

Developer has reserved the right under Paragraph 15.0 of the Declaration to alter the units in the Project which it owns with the approval of the Association to conform to the Declaration of Covenants, Conditions and Restrictions and the Declaration, By Laws and House and Building Rules of the Project and to amend the Condominium Map to note changes resulting from the exercise of the Developer's reserved rights under Paragraph 15.0. Developer has also reserved the right under Paragraph 16.0 to record any "as built" statements as required by law.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/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

For Subleaseholds:

- Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:  
                                   Canceled             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 canceled or foreclosed.

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

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 at the lessee's expense; 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:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

**B. Underlying Land:**

Address: Pali Moana Road, Kilauea, Kauai, Hawaii Tax Map Key: (4) 5-2-4: 98  
(TMK)

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

Land Area: 12.407 [ ] square feet [X] acre(s) Zoning: Agriculture

*Wesdot/*

(Fee Owner):

Simon Potts  
Name  
 8700 Hollywood Blvd. P. O. Box 759  
Address  
 Los Angeles, CA 90069 Kilauea, HI 96754

Magdi Latif

Sheree Latif

Ileana Carreno-Furgeson

P. O. Box 746

Kilauea, HI 96754

Sublessor:

\_\_\_\_\_  
Name  
 \_\_\_\_\_  
Address  
 \_\_\_\_\_

C. Buildings and Other Improvements:

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

2. Number of Buildings: 3 Floors Per Building 1

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

3. Principal Construction Material:

Concrete     Hollow Tile     Wood

Other Metal

4. Permitted Uses by Zoning:

	No. of <u>Apts.</u>	Use Permitted <u>By Zoning</u>		No. of <u>Apts.</u>	Use Determined <u>By Zoning</u>
<input type="checkbox"/> Residential	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ohana	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Industrial	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Agricultural	<u>3</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Recreational	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Other: _____	___	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Yes     No

5. Special Use Restrictions:

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

[ ] Pets: \_\_\_\_\_

[ ] Number of Occupants: \_\_\_\_\_

[X] Other: See Declaration of Covenants, Conditions and Restrictions for the Seacliff Plantation at Kilauea Bay Community, as amended, a summary of which is attached as Exhibit "G" herein.

[ ] 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>1</u>	<u>1</u>	<u>N/A</u>	<u>80 sq. ft.</u>	<u>N/A</u>
<u>2</u>	<u>1</u>	<u>N/A</u>	<u>320 sq. ft.</u>	<u>N/A</u>
<u>3</u>	<u>1</u>	<u>N/A</u>	<u>80 sq. ft.</u>	<u>N/A</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 3

\*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:**

The exterior surfaces of the structures and the description of the limited common element for each of the units as set forth in the Condominium Map.

**Permitted Alterations to Apartments:**

Either apartment owner can increase the total square footage of his structure, add additional structures, alter the location of his structure and/or subdivide in accordance with the building code, zoning and subdivision ordinances. The owner will be required to submit plans for design approval to the Design Committee of The Seacliff Plantation at Kilauea Bay Community and the Association of Apartment Owners for compliance with the Declaration of Condominium Property Regime and the Building and House Rules.



11. 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.

D. Common Elements. Limited Common Elements. Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

described in Exhibit   A  .

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 use them, as described in the Declaration, are:

described in Exhibit \_\_\_\_\_.

as follows:

The land area of each dwelling, consisting of the land beneath it as shown and delineated on the Condominium Map, is a limited common element for the use of the owner of each respective unit.

Apartment 1 - 5.00 Acres

Apartment 2 - 5.00 Acres

Apartment 3 - 2.41 Acres

NOTE: These are not legally subdivided lots under the Kauai County Ordinances.

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 used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit \_\_\_\_\_.

as follows:

Apartment 1 - 44.74% appurtenant common interest

Apartment 2 - 31.58% appurtenant common interest

Apartment 3 - 23.68% appurtenant common interest

- E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit B describes the encumbrances against the title contained in the title report dated May 10, 1993 and issued by Title Guaranty of Hawaii, Inc.

**Blanket Liens:**

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

- There are no blanket liens affecting title to the individual apartments.
- There are blanket liens which may affect title to the individual apartments.

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgage, Security Agreement and Financing Statement dated November 13, 1992, recorded as Document No. 92-192414.	The Buyer's interest will be terminated and the Buyer's deposit to be returned by Escrow.

**F. 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: None

2. Appliances: None

G. Status of Construction and Estimated Completion Date:

Completed units on March 19, 1993.

H. Project Phases:

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

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):



V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

- Notice to Owner Occupants
- Specimen Sales Contract  
Exhibit   C   contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated   February 17, 1993    
Exhibit   D   contains a summary of the pertinent provisions of the escrow agreement.
- Other \_\_\_\_\_

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

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 or Supplementary Report to a Final Report: Sales made by the developer are binding if:

- A) The Developer delivers to the buyer a copy of:
  - 1) Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission;
  - AND
  - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); AND
- C) One of the following has occurred:
  - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
  - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
  - 3) 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:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; AND
- B) 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.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

- A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
- B) Declaration of Condominium Property Regime.
- C) Bylaws of the Association of Apartment Owners.
- D) House Rules.
- E) Condominium Map.
- F) Escrow Agreement.
- G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
- H) Other Declaration of Covenants, Conditions and Restrictions dated August 31, 1983, recorded in Book 17405, Page 411, as amended in March, September and December, 1988 (See Exhibit G).

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 Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P. O. Box 541, Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 2874 filed with the Real Estate Commission on May 18, 1993.

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

yellow paper stock                       white paper stock                       pink paper stock

**C. Additional Information Not Covered Above**

Disclosure re: Selection of Real Estate Broker

This public report shall not be valid for the sale of any apartment until the Developer submits to the Real Estate Commission a duly executed disclosure abstract identifying the designated sales agent, a copy of which shall be attached to this public report, and a duly executed copy of a broker listing agreement with a Hawaii-licensed real estate broker, as applicable.

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

SIMON POTTS

\_\_\_\_\_  
Name of Developer

By:   
\_\_\_\_\_  
Duly Authorized Signatory

February 17, 1993  
Date

SIMON POTTS, OWNER

\_\_\_\_\_  
print name & title of person signing above

Distribution:

Department of Finance, County of Kauai  
Planning Department, County of Kauai  
Federal Housing Administration

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

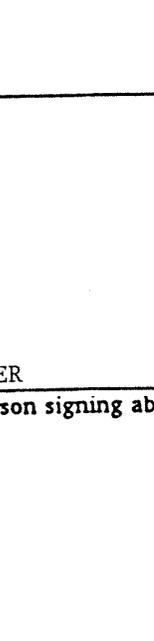
MAGDI LATIF  
Name of Developer

By:   
Duly Authorized Signatory

February 17, 1993  
Date

MAGDI LATIF, OWNER  
print name & title of person signing above

SHEREE LATIF  
Name of Developer

By:   
Duly Authorized Signatory

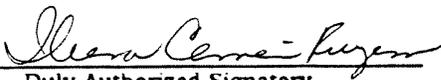
February 17, 1993  
Date

SHEREE LATIF, OWNER  
print name & title of person signing above

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

ILEANA CARRENO-FURGESON

\_\_\_\_\_  
Name of Developer

By:   
Duly Authorized Signatory

February 17, 1993  
Date

ILEANA CARRENO-FURGESON, OWNER

\_\_\_\_\_  
print name & title of person signing above

**EXHIBIT "A"**

Common Elements. The common elements of the project which the apartments have access to include:

- a. The land in fee simple.
- b. Easement "D" 20 feet wide driveway.
- c. Easement "T-1" 6 feet wide trail easement.
- d. Easement "D-4" 15 feet wide drainage ditch.
- e. The central and appurtenant installations for services such as power, light, gas, telephone, sewer, hot and cold water and like utilities.
- f. All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the project.

EXHIBIT "B"

ENCUMBRANCES AGAINST TITLE: The title report dated May 10, 1993 of Title Guaranty of Hawaii, Inc. reports that title to the land is subject to the following encumbrances:

1. For real property taxes as may be due and owing reference is made to the Director of Finance, County of Kauai, Tax Key: 5-2-004-098 (4) - Area Assessed 12.407 acres.

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

3. Designation of Easement "D-4" (15 feet wide) for drainage purposes, being more particularly described in Exhibit "A" attached to the Declaration of Condominium Property Regime Seacliff Plantation - Lot 25 dated February 17, 1993.

4. Building setback line as shown on surveyor's map prepared by Cesar C. Portugal, Surveyor, revised July, 1983.

5. Restriction of access into and from Kahili Quarry Road, as shown on surveyor's map prepared by Cesar C. Portugal, Surveyor, revised July, 1983.

6. The terms and provisions, including the failure to comply with any covenants, conditions and reservations of the Seacliff Plantation at Kilauea Bay Community dated August 31, 1983, recorded in Liber 17405 at Page 411. Said Declaration was amended by instruments (acknowledged March 1, 1988, March 2, 1988, March 3, 1988 and March 7, 1988) recorded in Liber 21704 at Page 1, and dated September 9, 1988, recorded in Liber 22367 at Page 21, and recorded in Liber 22766 at Page 559.

7. The terms and provisions, including the failure to comply with any covenants, conditions and reservations contained in Declaration dated August 31, 1983, recorded in Liber 17405 at Page 411, as amended.

The foregoing includes, but is not limited to, the following.

"Reserving and excepting unto the Grantor, its successors and assigns, the right to grant to any public utility or governmental authority, State of Hawaii, County of Kauai, or any agencies thereof, or other corporation, partnership, association or

individual, any and all easements for drainage, sewer and water pipelines, gas, electrical and telephone lines and any utilities serving the Seacliff Plantation at Kilauea Bay Community subdivision, together with the right to grant or lease such rights of way over, across and under said easements for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and other public services and utilities and the right to enter for such purposes and to repair such facilities, under the usual terms and conditions required by the grantee of such easement rights; and the Grantee hereby irrevocably appoints the Grantor as the Grantee's attorney-in-fact to grant such easements and to do all other things necessary to effectuate such grants; provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of said lot by the Grantee, its heirs, successors and assigns, and in connection with the installation, maintenance or repair of any facilities pursuant to any of such easements, said lot shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the condition of the lot immediately prior to the exercise thereof."

8. Each of the lots in the Seacliff Plantation Community shall be subject to sheetflow of surface waters to such lot from the roadways fronting the respective lot, as set forth in Declaration of Covenants, Conditions and Restrictions recorded in Liber 17405 at Page 411, as amended by instruments (acknowledged March 1, 1988, March 2, 1988, March 3, 1988 and March 7, 1988) recorded in Liber 21704 at Page 1, and dated September 9, 1988, recorded in Liber 22367 at Page 21.

9. Building setback lines for drainage watercourses, as set forth in Section 3.01(aa) of Declaration of Covenants, Conditions and Restrictions recorded in Liber 17405 at Page 411, as amended by instruments (acknowledged March 1, 1988, March 2, 1988, March 3, 1988 and March 7, 1988) recorded in Liber 21704 at Page 1, and dated September 9, 1988, recorded in Liber 22367 at Page 21.

10. Requirements for driveways bridging drainage culverts, as set forth in Section 3.03(c) of Declaration of Covenants Conditions and Restrictions of the Seacliff Plantation at Kilauea Bay Community dated August 31, 1983, recorded in Liber 17405 at Page 411, as amended by instruments (acknowledged March 1, 1988, March 2, 1988, March 3, 1988 and March 7, 1988) recorded in Liber 21704 at Page 1, and dated September 9, 1988, recorded in Liber 22367 at Page 21.

11. The terms and provisions, including the failure to comply with any covenants, conditions and reservations contained in Declaration Re Electrical Use dated July 25, 1988, recorded in Liber 22226 at Page 340.

12. Right-of-Entry in favor of Citizens Utilities Company and GTE Hawaiian Telephone Company Incorporated, dated October 12, 1988, recorded in Liber 22768 at Page 454; granting a right-of-entry and easement for building, constructing, repairing, maintaining and operating pole and wire lines, and/or underground lines, etc., for the transmission and distribution of electricity, etc., over and across the land described herein.

13. Declaration of View Easement, re: Easements "V-1", "V-2" and "V-3", dated August 28, 1992, recorded as Document No. 92-145228.

-Note:- Attention is invited to the Amendment to Declaration of View Easement dated November 5, 1992, recorded as Document No. 92-182914:

1. Descriptions of said View Easements "V-1", "V-2" and "V-3" were amended to reflect those as described in Exhibits "C" & "D" as attached to above amendment.
2. No joinder and consent to above Amendment by Lawrence S. Barton, Gordon E. Neble, James Douglas Houck and Marilyn Robson Houck, owners of TMK 5-2-004-083 (4), the benefitted property.

14. Mortgage, Security Agreement and Financing Statement by and between Simon Potts, unmarried, Magdi Latif and Sheree Latif, husband and wife, and Ileana Carreno-Furgeson, wife of Michael Furgeson, as Mortgagor, and Essam Khashoggi, as Trustee of the Elk Trust dated December 23, 1986, as Mortgagee, dated November 13, 1992, recorded as Document No. 92-192414.

15. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Condominium Property Regime dated February 17, 1993, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 93-061832, as the same may hereafter be amended in accordance with law or with said Declaration. (Project covered by Condominium Map No. 1848.)

16. By Laws of the Association of Apartment Owners of the Condominium Project know as "SEACLIFF PLANTATION - LOT 25" dated February 17, 1993, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 93-061833, as the same may hereafter be amended.

C:\WP5\CONDO\SEA\SEA.EXB

EXHIBIT "C"

Summary of Sales Contract

The Sales Contract contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract says:

(a) A buyer must obtain his own financing. Buyer acknowledges that this Sales Contract is contingent on any financing after the issuance of the final public report.

(b) That a purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

(c) That interest on deposits shall belong to the buyer so long as said funds are held in escrow.

(d) That the unit will be subject to various other legal documents which the buyer certifies that he has examined.

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

(f) If Buyer defaults, Seller shall give written notice to Buyer by certified mail and if such default is not cured within 10 days after receipt of notice, Seller may terminate the Sales Contract and retain the Buyer's deposits as liquidated damages. Seller may in addition pursue any other remedy including specific performance and all costs by reason of such default shall be borne by Buyer.

(g) If Buyer has paid all payments required under the Sales Contract, Buyer shall be entitled to specific performance.

The Sales Contract contains various other provisions with which the purchaser should become acquainted.

**EXHIBIT "D"**

**Summary of Escrow Agreement**

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Under the Escrow Agreement these things will or may happen:

(a) Developer will let purchasers know when payments are due.

(b) Escrow will arrange for purchasers to sign all necessary documents.

(c) The Escrow Agreement says under what conditions a refund will be made to a purchaser.

(d) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract.

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

EXHIBIT E

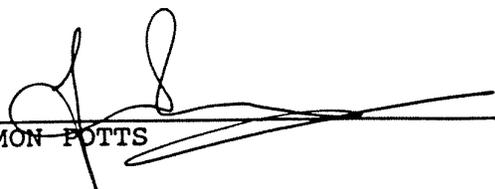
SEACLIFF PLANTATION - LOT 25

REGISTRATION NO. 2874

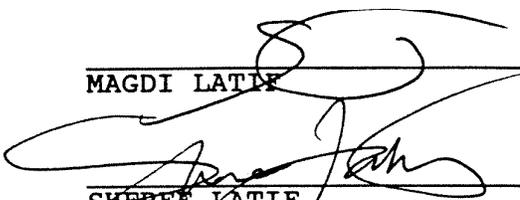
DISCLOSURE STATEMENT AS OF FEBRUARY 17, 1993

1. Name of Project: SEACLIFF PLANTATION - LOT 25
2. Address: Seacliff Plantation at Kilauea Bay Subdivision,  
Kilauea, Kauai, Hawaii
3. Names, Addresses and telephone number of Developers:  
Simon Potts, of 8700 Hollywood Boulevard, Los Angeles,  
California 90069, Tel. No. (213) 871-5100, MAGDI LATIF  
and SHEREE LATIF, of P. O. Box 759, Kilauea, Hawaii  
96754, Tel. No. (808) 828-2036, and ILEANA CARRENO-  
FURGESON, of P. O. Box 746, Kilauea, Hawaii 96754,  
Tel. No. (808) 828-1863.
4. Project Manager or Agent: Ileana Carreno-Furgeson
5. Address: P. O. Box 746, Kilauea, Hawaii 96754
6. Telephone Number (808) 828-1863
7. Maintenance Fees: The breakdown of the annual maintenance  
fees and the monthly estimated costs for each apartment,  
which is hereby certified to be based on generally  
accepted accounting principles, is more particularly set  
forth in Exhibit "A" attached hereto and made a part  
hereof.
8. Commencement of Maintenance Fees: At such time that the  
Association decides to assess maintenance fees.
9. Warranties: The Project is a fee simple condominium project  
and there are no warranties.
10. Project: The Project consists of 3 condominium apartments,  
the land areas of which are to be utilized for agricultural,  
residential and other uses permitted under the zoning  
ordinances for the County of Kauai.

DATED: Los Angeles, California, 17<sup>TH</sup> Feb., 1993.

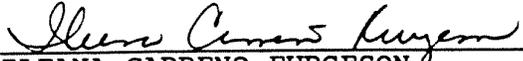
  
SIMON POTTS

DATED: Kilauea, Hawaii, February 24, 1993.

  
\_\_\_\_\_  
MAGDI LATIF

  
\_\_\_\_\_  
SHEREH LATIF

DATED: Kilauea, Hawaii, February 26, 1993.

  
ILEANA CARRENO-FURGESON

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**SEACLIFF PLANTATION - LOT 25  
BUDGET**

	<u>Monthly</u>	<u>Annual</u>
SEACLIFF PLANTATION AT KILAUEA BAY COMMUNITY ASSOCIATION	\$200	\$2,400
Accounting and Administration	100	1,200
Insurance	200	2,400
Miscellaneous	<u>100</u>	<u>1,200</u>
TOTAL	\$600	\$7,200

Maintenance Fees

<u>Apartment</u>	<u>Monthly</u>	<u>Annual</u>
1	\$200	\$2,400
2	200	2,400
3	<u>200</u>	<u>2,400</u>
TOTAL	\$600	\$7,200

EXHIBIT F

**BUILDING AND HOUSE RULES  
SEACLIFF PLANTATION - LOT 25**

The purpose of these Building and House Rules ("Rules") is to protect all owners and occupants from annoyance and nuisance caused by improper conduct and improper use of the condominium, hereinafter referred to as "Project", and to provide for the maximum enjoyment of the premises. All owners and occupants, their agents, employees and invitees shall be bound by the Rules and standards of reasonable conduct whether covered by these Rules or not.

1. Definitions. As used herein:

a. The "Area" refers to the land set aside for the use of each owner as a limited common element.

b. The "Apartment" refers to the existing building built on the land designated as the limited common element for the owner and any subsequent improvements built within the Area.

c. The "lot" used in the Declaration of Covenants, Conditions and Restrictions of Seacliff Plantation at Kilauea Bay Community ("Community Association") dated August 31, 1983, recorded in the Bureau of Conveyances, State of Hawaii, in Liber 17405 at Page 411, as amended on September 9, 1988, recorded in Liber 22367 at Page 21, and as further amended on December 28, 1988, and recorded in Liber 22766, Page 559, ("CC&R") shall also include an "apartment" or "unit" as described in this Project.

d. The "lot owner" or "unit owner" used in the CC&R shall also refer to an "apartment owner" or "unit owner" in the Project.

2. CC&R and Private Building Approvals. The owners of apartments in the Project are required to observe all of the terms, conditions and provisions of the CC&R. As part of the CC&R, any owner desiring to construct or install any building or improvements in a Unit is required to submit the plans and specifications to the Design Review Committee of the Community Association and the Association of Apartment Owners for approval of such plans and specifications to be in conformance with the CC&R, Declaration and these Rules.

3. Building Permit. Any owner desiring to construct a single family dwelling in a Unit will have to comply with the building and zoning ordinances as the same may be changed from time to time. The requirements of the Comprehensive Zoning Ordinance, Kauai County Code 1987 and in particular the requirements of Article 1, Section 8-1.5 Definitions, Subparagraph (10) as to Applicant and Subparagraph (99) as to Owner having a controlling interest of 75% or more of the

equitable and legal title of the lot have to be observed in order to obtain a building permit. The present requirement of the County of Kauai is that each owner must sign an affidavit that he can obtain income or sustenance from farming on the Unit.

4. View Easements. The Declaration of View Easements dated August 28, 1992, recorded as Document No. 92-145228, as amended, by that certain Amendment to Declaration of View Easement dated November 5, 1991, recorded as Document No. 92-1892914.

5. Water and Utilities. The water, electricity and telephone will be drawn from Pali Moana Road, Kilauea, Kauai, Hawaii, to each Unit's boundary at each owner's cost and expense to the dwelling and/or building.

6. Cesspools/Septic Tanks. There are no sewer lines and a sanitary sewer system. Each Unit Owner will have his own cesspool or septic tank located within his own area no closer than 5 feet to any area boundary and in compliance with the State of Hawaii Department of Health laws, rules and regulations.

7. Roadway Use. The roadway for the project shall not be used for commercial and construction vehicle uses except that temporary usage during periods of construction of Apartments or repair and refurbishment of common elements will be permitted.

8. Completion. After completion of the dwelling and/or improvements, the owner shall proceed to do the following:

a. Publish a Notice of Completion in the Garden Isle or newspaper of general circulation in the State of Hawaii for two (2) consecutive weeks at least seven (7) days apart and have it filed with the Clerk of the Fifth Circuit Court.

b. The plans and drawings should meet the requirements of a Condominium Map. The plan should show a site plan indicating where the dwelling and improvements will be located in the unit's limited common element land area. There should be a floor plan indicating the living/dining room, bedrooms, kitchen, bathrooms, lanai, etc. and the total net living area. The plan should show the elevations of the dwelling or improvement. The project's name, Tax Map Key, and the

architect's or engineer's stamp should be stamped on the plans.

c. The architect or engineer's certificate should be executed reflecting the obtaining of a building permit from the County of Kauai and reflecting the "as built" condition of the dwelling.

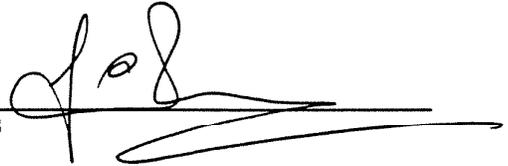
d. The owner should have prepared at his own cost an amendment to the Declaration reflecting the change in description of the apartment and an amendment to the Condominium Map.

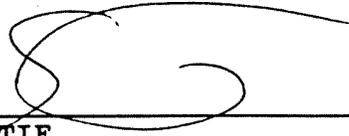
e. The amendment to the Declaration should then be filed for record in the Bureau of Conveyances, State of Hawaii.

Adopted at Kilauea, Hawaii, this 16<sup>TH</sup> day of MARCH, 1993.

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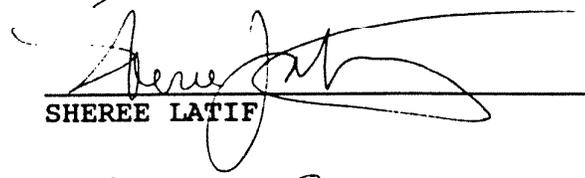
SIMON POTTS





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MAGDI LATIF



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SHEREE LATIF



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ILEANA CARRENO-FURGESON

## EXHIBIT "G"

### SUMMARY OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SEACLIFF PLANTATION AT KILAUEA BAY COMMUNITY

The summary of Declaration of Covenants, Conditions and Restrictions of the Seacliff Plantation at Kilauea Bay Community filed in the Bureau of Conveyances, State of Hawaii, on October 24, 1983 in Book 17405, Page 411, is applicable to the Project (Lot 25), as amended. The reading of the Third Amendment of the Declaration, the most current amendment is important and various requirements have to be met before any construction and development of any improvements can be undertaken.

1. There are Lots 1 through 25 inclusive being a subdivision of Parcel 9, Kilauea, Island and County of Kauai, State of Hawaii.
2. Before any improvements can be commenced, the plans and specifications have to be reviewed and approved by a Design Committee of three regular persons and alternate appointed by Declarant (Pali Moana Company) with one representing the Declarant, one representing the lot owners and the third whoever the Declarant selects and an alternate. This right to continue for 10 years from December 1, 1988 and thereafter the Association to appoint and remove such members.
3. The Consultant will conduct a design review in accordance with standards established and in compliance with public regulatory requirements. The standards to include among other things setback, height, roof materials, reflective materials, minimum size of unit, construction schedule and height limitation.
4. There are restrictions as to temporary structures, house trailer, mobile homes, overhead utility lines, screening of transmission and receiving facilities.
5. There are restrictions on use of property such as noxious or offensive activities, unsightliness, noise, bright exterior lighting, number of animals and aquatic life kept and maintained and governmental health requirements that have to be observed.
6. Prior to the commencement of site improvements, grading permits need to be obtained from the County of Kauai and appropriate steps taken not to significantly alter any site from its natural or improved state existing on the date when the lot was first conveyed by the Declarant.

7. The lots to be maintained and landscaped and the sign requirements as set forth in the Declaration have to be observed.

8. There is a list of prohibited uses and activities which have to be observed.

9. There are State Land Use Restrictions for "agricultural activities" and "dwellings" that have to be observed as contained in Section 205-4.5, Hawaii Revised Statutes.

10. The restrictive covenants to continue for a period to January 1, 2012 at which time it shall be automatically extended for successive periods of ten years unless a majority of the Class A members (owners of lots) agree to change covenants in whole or in part.

11. Enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any violator, either to restrict by injunctive relief or recover damages against the violator and against the land to enforce any lien created by these covenants.

12. There are easements, reservations and restrictions set forth for the various Lots 1 through 25 in this Subdivision of which this Project is Lot 25 and Lot 25 is required to observe such easements, reservations and restrictions as set forth in the Declaration. These relate to flood zone, run off, drainage, roadway, pedestrian and vehicular access and utilities.