

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

PEGGY H. EBATA, Successor Trustee of the Burt H. Ebata

Developer Revocable Living Trust dated May 19, 1993

Business Address 95-108 Welona Place, Mililani, Hawaii 96789

Project Name (*): WAIKOMO CONDOMINIUM

Address: 3355 Puni Road, Koloa, Hawaii 96756

Registration No. 4047 (Conversion)

Effective date: January 7, 2010

Expiration date: February 7, 2011

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.

FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission. [] No prior reports have been issued. [] This report supersedes all prior public reports. [] This report must be read together with

X SUPPLEMENTARY: (pink) This report updates information contained in the: [] Preliminary Public Report dated: [X] Final Public Report dated: May 18, 1999 [] Supplementary Public Report dated:

And [X] 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

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

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:

See pages 2a and 2b attached.

Summary of Changes from Earlier Public Reports:

[x] Changes made are as follows:

1. The name and address of the Developer has changed.
[See page 1 of this Public Report]
2. The Declaration of Condominium Property Regime dated May 19, 1998, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 98-081509, as ratified and joined by Peggy H. Ebata, Successor Trustee of the Bert H. Ebata Revocable Living Trust dated May 19, 1993, by instrument dated December 9, 2008, recorded in said Bureau as Document No. 2009-027152, was amended by First Amendment to Declaration of Condominium Property Regime of Waikomo Condominium and Condominium Map. No. 2742 dated December 30, 2008, recorded in said Bureau as Document No. 2009-027969.
[See page 6 of this Public Report]

A summary of changes in the First Amendment to Declaration of Condominium Property Regime of Waikomo Condominium and Condominium Map No. 2742 dated December 30, 2008, recorded in said Bureau as Document No. 2009-027969, are as follows:

- A. The number of units and references to such units are amended. Instead of seven (7) apartments, there are now only five (5) units.
[See pages 10 & 11 of this Public Report and Exhibit C attached to this Public Report]
 - B. The limited common element areas of all units are amended.
[See Exhibit C attached to this Public Report]
 - C. The percentage of common interest of all units are amended.
[See Exhibit C attached to this Public Report]
 - D. Amended Condominium Map No. 2742.
[See page 6 of this Public Report and Exhibit A attached to this Public Report]
 - E. Specific easements for vehicular/pedestrian access, utility, and waterline purposes are designated.
3. The Developer has obtained an updated title report on the Project. The encumbrances affecting title to or use of the Project are set forth in Exhibit F attached to this Public Report.
 4. The attorney for Developer has changed.
[See page 5 of this Public Report]
 5. There is presently no real estate broker for this project.
[See page 5 of this Public Report]
 6. The Developer is using the standard Hawaii Association of Realtors Standard Form of Purchase Contract as the intended sales contract for the Project.

7. The annual operating expenses for the Project have been re-estimated and the monthly common expenses assessable to each Unit have been recalculated based on such estimates.
[See Exhibit G attached to this Public Report]
8. The number of parking stalls has been reduced and the useful life of structures contained in Units 1, 2 and 3 have been amended.
[See page 12 to this Public Report]
9. Unit 1 was constructed in 1980 as a carport structure and modified into a residential structure in 2005.
[See page 16 of this Public Report and Exhibit H attached to this Public Report]

NOTE: The Final Public Report for this registration was extended until August 18, 2002 at which time the registration lapsed. Any sales entered into on the basis of said Final Public Report, as extended, may be subject to termination at the option of the purchaser. This Supplementary Public Report supersedes the Final Public Report of May 18, 1999 in its entirety.

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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 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

Developer: Peggy H. Ebata, Successor Trustee of
the Burt H. Ebata Revocable Living Phone: _____
Name* Trust dated May 19, 1993 (Business)

Business Address
95-108 Welona Place, Mililani, HI 96789

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

Real Estate Broker*: None. See page 20. Phone: _____
Name (Business)

Business Address

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211
Name (Business)
235 Queen Street
Business Address
Honolulu, Hawaii 96813

General Contractor*: N/A Phone: _____
Name (Business)

Business Address

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

Business Address

Attorney for Developer: Jon A. Zahaby, Esq. Phone: (808) 245-1887
Name (Business)
P.O. Box 1561

Business Address
Honolulu, HI 96806

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

**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:

<input type="checkbox"/>	Proposed				
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No.	<u>98-081509</u>	
			Book	_____	Page _____
<input type="checkbox"/>	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]:
First Amendment to Declaration of Condominium Property Regime dated December 30, 2008, recorded as Document No. 2009-027969.

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:

<input type="checkbox"/>	Proposed				
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances Condo Map No.	<u>2742</u>		
<input type="checkbox"/>	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]:
First Amendment to Declaration of Condominium Property Regime dated December 30, 2008, recorded as Document No. 2009-027969.

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:

<input type="checkbox"/>	Proposed				
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No.	<u>98-081510</u>	
			Book	_____	Page _____
<input type="checkbox"/>	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>75%</u>
House Rules	---	<u>75%</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:

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: 3355 Puni Road Tax Map Key (TMK): (4) 2-8-011-006
Koloa, Hawaii 96756

Address TMK is expected to change because of additional designation
for CPR units

Land Area: 1.42 square feet acre(s) Zoning: R-6

Peggy H. Ebata, Successor Trustee of the Bert H. Ebata
 Revocable Living Trust dated May 19, 1993; and
 Mike James Labedz and Gordon Richard Labedz

Fee Owner: _____
 Name

Lessor: _____
 Name

 Business 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: 5 Floors Per Building: 1

Exhibit _____ contains further explanations.

3. **Principal Construction Material:**

Concrete Hollow Tile Wood

Other _____

4. **Uses Permitted by Zoning:**

		<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/>	Residential	<u>5</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	Commercial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	Recreational	_____	<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: _____
Private residential dwellings only, no hotel or timeshare use. See

[x] Other: Declaration of Protective Provisions dated 5/19/98 recorded as
Doc. No. 98-081511.

[] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
SEE PAGE 11a ATTACHED					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 5

* 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: As allowed by Kauai County zoning ordinances and recorded restrictions on the project, if any, upon construction of each permanent improvement, and amendment to the Declaration of Condominium Property Regime and the Condominium Map (Exhibit A) will be required to disclose actual improvements as a matter of public record.

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of residential apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has _____ elected to provide the information in a published announcement or advertisement.

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>Net Other Area (sf)</u>	<u>(Identify)</u>
1	1	1/1	393 sf	430 sf	Garage/Utility
2	1	3/2	912 sf	734 sf	Workshop/Entry/Carport
3	1	4/3	2,660 sf	1,084 sf	Patio/Garage/Utility/ Storage/Entry
				200 sf	Greenhouse (2)
				100 sf	Shed
4	1	0/0	0	216 sf	Greenhouse/Shed
5	1	0/0	0	16 sf	Shed

Total Number of Apartments: 5

7. Parking Stalls:

Total Parking Stalls:	<u>10</u>				
	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>
	<u>Open</u>				<u>Open</u>
					<u>TOTAL</u>
Assigned (for each unit)	<u>6</u>	<u>4*</u>	_____	_____	_____
Guest	_____	_____	_____	_____	_____
Unassigned	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____	_____
Total Covered & Open:	<u>10</u>		<u>0</u>		<u>0</u>
					<u>10</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.

*Units 4 & 5 have ample area within their limited common areas for parking purposes.
 Commercial parking garage permitted in condominium project.

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

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute/Enclosure(s)

Other: _____

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

There are no violations.

Violations will not be cured.

Violations and cost to cure are listed below: Violations will be cured by _____
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):

The systems and components of the improvements, including visible structural, electrical and plumbing, appear to be in satisfactory condition for the age thereof and to be in sound condition. Without conducting invasive examinations of covered plumbing, electrical and structural components, the improvements appear to be constructed in conformity with the County Rules and Regulations applicable to construction at the time of construction thereof. Units 1 and 2 dwellings have an expected useful life of 32 yrs.; Unit 3 dwelling has an expected useful life of 36 years.

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 E .
 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 E.

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 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 C.

as follows:

- 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 F describes the encumbrances against the title contained in the title report dated October 16, 2009 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>
---------------------	---------------------------------------------------------------------------------------------------------------

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 Date of Completion or Estimated Date of Completion:**

- Unit 1 - Constructed as a carport in 1980; modified into a residential structure in 2005
- Unit 2 - Constructed in 1980
- Unit 3 - Dwelling constructed in 1984; modified in 1986
Greenhouses constructed in 1986
Shed constructed in 2006
- Unit 4 - Greenhouse and shed constructed in 1986
- Unit 5 - Shed constructed in 1986

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 B contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated December 16, 1998
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 issued an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules, if any.
 - E) Condominium Map, as amended.
 - 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 _____

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov
 Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs
 Website to access rules: www.hawaii.gov/dcca/her

This Public Report is a part of Registration No. 4047 filed with the Real Estate Commission on October 21, 1998.

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**

This is a condominium project, not a subdivision. Therefore, units purchased are not subdivided lots. To determine whether your expectations can be realized, you should carefully review this Report.

You should also conduct your own investigations and ascertain the validity of information provided. Please remember that issuance of this Report does not mean the Real Estate Commission has approved the project.

A buyer should understand that development and use of the properties shall comply with all County Codes and Ordinances. If County of Kauai facilities are not already in place, the prospective purchaser is advised that owners in the project will not necessarily receive the same County benefits as owners of approved subdivided lots; owners who develop their properties later than others may find that land use and zoning changes or insufficient utility capacities may thwart their expectations. Zoning and land use restrictions are subject to change and each purchaser should maintain awareness of such conditions.

DISCLOSURE RE SELECTION OF REAL ESTATE BROKER. This public report shall not bind a purchaser to the sale of any apartment until (1) the Developer first submits to the Real Estate Commission a duly executed disclosure abstract identifying the designated sales agent, and a duly executed copy of a broker listing agreement with a Hawaii-licensed real estate broker, and (2) gives a copy of said disclosure abstract to the purchaser together with a copy of the public report.

If Developer, as the owner, chooses to represent herself in the sale of an apartment, said abstract need not be given to the purchaser, as all necessary disclosures are covered in this report.

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. 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.

Peggy H. Ebata, Successor Trustee of the Bert
H. Ebata Revocable Living Trust dated May 19, 1993

Printed Name of Developer

By: Peggy H Ebata OCTOBER 29, 2009
Duly Authorized Signatory* Date

Peggy H. Ebata, Successor Trustee of the Bert
H. Ebata Revocable Living Trust dated May 19, 1993

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

****Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.***

CLS HAWAII
Land Surveying & Mapping
P.O. Box 777
Kalaheo, Kauai, Hawaii 96741
808 635 3700 • fax 808 332 8910
surveyor@CLSHawaii.com



SCALE: 1 INCH = 40 FEET
TRUE NORTH

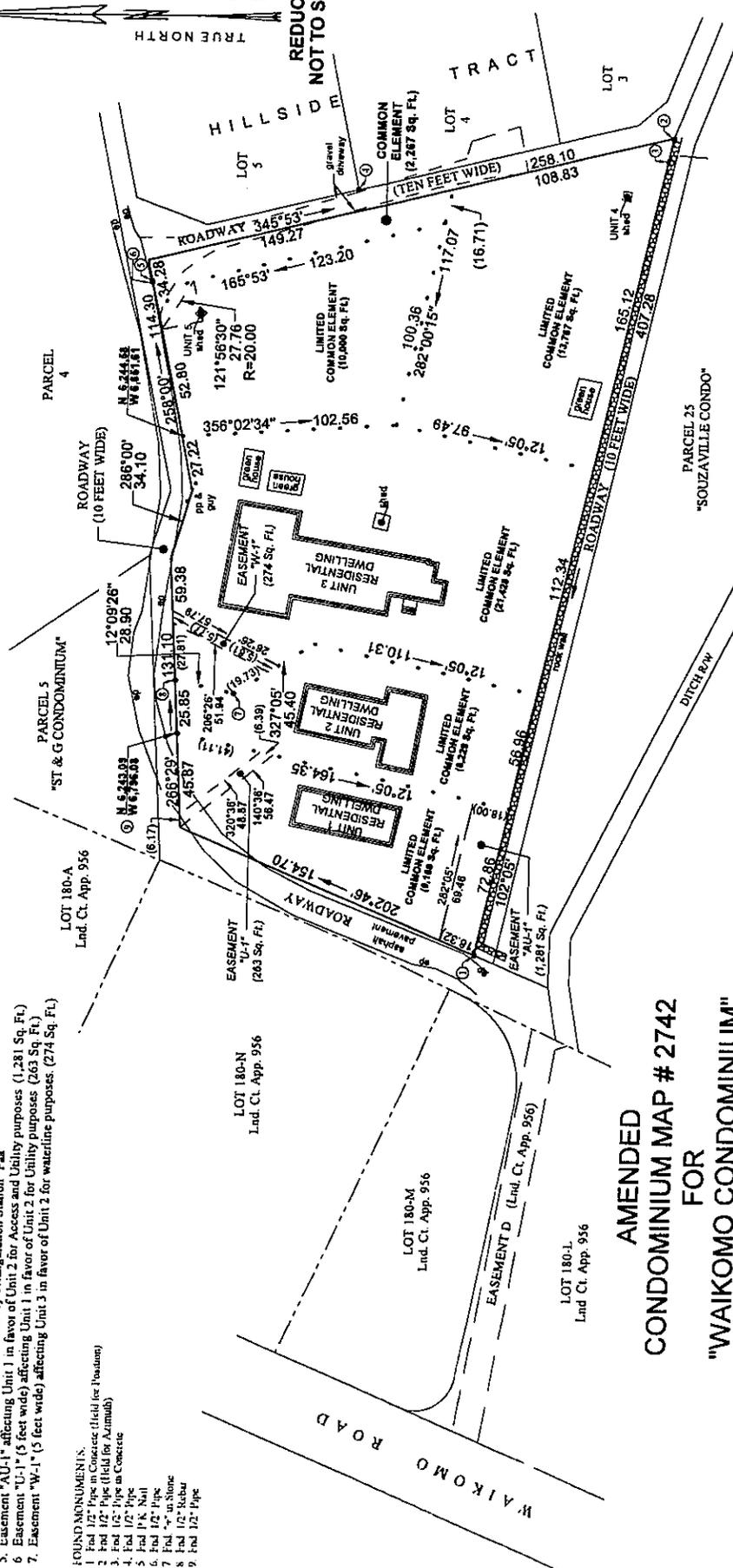
REDUCED
NOT TO SCALE



THIS WORK WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION
Roger M. Cairns
ROGER M. CAIRNS
Licensed Professional Land Surveyor
Certificate Number 7819
Expires 04/30/10

- NOTES**
- This project does not involve the sale of individual subdivided lots. The dotted lines on the Condominium map are for illustration purposes only. They represent either a limited common element or common element.
 - Underground utilities, septic tanks, etc. were not field located except as shown. The location, existence, size, depth, condition, capacity, etc. of any drainage system, sub-surface water system, cross-pipe/septic tank system, sewer line, or utility lines to the property, except as shown, are not a part of this Map. The appropriate governmental and/or utility agencies should be contacted for this information.
 - Utility lines and wastewater treatment system(s) have not been disclosed to the surveyor. No responsibility, liability or representation is made regarding the impact of undisclosed utility lines and wastewater treatment system(s) on this property. Surveyor shall have no liability for the effects of the nondisclosure of these items.
 - All coordinates based on Government Survey Triangulation Station "Paas".
 - Easement "AU-1" affecting Unit 1 in favor of Unit 2 for Access and Utility purposes (1,281 Sq. Ft.)
 - Easement "U-1" (5 feet wide) affecting Unit 1 in favor of Unit 2 for Utility purposes (263 Sq. Ft.)
 - Easement "W-1" (5 feet wide) affecting Unit 3 in favor of Unit 2 for waterline purposes. (274 Sq. Ft.)

- FOUND INSTRUMENTS:**
1. Fed. 1/2" Pipe in Concrete (field for Postures)
 2. Fed. 1/2" Pipe in Concrete (field for Postures)
 3. Fed. 1/2" Pipe in Concrete
 4. Fed. 1/2" Pipe
 5. Fed. 1/2" Pipe
 6. Fed. 1/2" Pipe
 7. Fed. 1/2" Pipe
 8. Fed. 1/2" Pipe
 9. Fed. 1/2" Pipe



AMENDED
CONDOMINIUM MAP # 2742
FOR
"WAIKOMO CONDOMINIUM"
UNITS 1 THRU 5 & COMMON ELEMENT
AND DESIGNATION OF EASEMENTS
"AU-1", "U-1" AND "W-1"
BEING A PORTION OF COSTA TRACT
R.P. 7957, L. C. Aw. 6309.2 TO KAPUNIAI
BEING ALSO A PORTION OF EXCLUSION 8 OF
Lot. Ct. App. 956
KOLOA, KONA, KAUAI, HAWAII
Tax Map Key: (4) 2 - 8 - 011: 006
Area: 64,860 Sq. Ft.

EXHIBIT A

June 1, 2008

M7195RED

EXHIBIT B

SUMMARY OF SALES CONTRACT

The WAIKOMO CONDOMINIUM Purchase Agreement, (the “contract”) contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

1. The method of payment of the purchase price to the escrow agent, subject to other terms.
2. The closing date for the purchase.
3. Whether at the time of execution of the contract a final public report has been issued.
4. The terms and conditions of the sale which include, among other provisions, the following:
 - (a) That Buyer will receive a copy of the final public report for the project.
 - (b) Buyer agrees that all payments made will be placed on deposit with escrow pursuant to the terms of the Escrow Agreement.
 - (c) After issuance of the Final Public Report and Buyer’s waiver of its right to cancel under Hawaii Revised Statutes Section 514A-62, Buyer shall have the right to rescind the contract.
 - (d) Buyer has received a copy of the Escrow Agreement for the Project.
 - (e) The unit the buyer is purchasing will be shown on a file plan map prior to closing, and the right to cancel if it is different from that shown on the Exhibit A.
 - (f) That a deed conveying clear title will be given at closing, subject to certain obligations.
 - (g) The Purchaser agrees to give future easements if reasonably required for the project.
 - (h) The Purchaser will accept the Unit “AS-IS” unless the contract states to the contrary.
 - (i) The payment of commissions, if any, is set out in the contract.
 - (j) Time is of the essence for the obligations of Buyer under the contract.

SPECIAL NOTICE

THE FOREGOING SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE CONTRACT. WHILE A BUYER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE BUYER'S RIGHTS AND OBLIGATIONS, THE BUYER MUST REFER TO THE BUYER'S CONTRACT TO DETERMINE THE BUYER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONTRACT, THE CONTRACT WILL CONTROL NOT THIS SUMMARY.

END OF EXHIBIT B

EXHIBIT C

**SCHEDULE OF APARTMENTS AND COMMON INTERESTS FOR
WAIKOMO CONDOMINIUM**

<u>Apt. No.</u>	<u>Area of Limited Common Element</u>	<u>Percentage of Common Interest</u>
1	9,169 sf	14.65%
2	8,229 sf	13.15%
3	21,428 sf	34.23%
4	13,767 sf	21.99%
5	10,000 sf	15.98%

The common interest appurtenant to each unit shall be permanent. Subject to the zoning requirements and amendments of the Condominium Map and the Declaration, each unit owner may use his unit, alter or add to its structure in any manner s/he deems desirable, so long as it is permitted by the declaration of Protective Covenants and House Rules. If adjoining unit owners desire to alter and/or transfer portions of their respective units, they can do so by the filing of an amendment to the Condominium Map and the Declaration together with their respective signatures and acknowledgment by the Association of Unit Owners that such change is being made.

EXHIBIT D

SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement ("Agreement") between TITLE GUARANTY ESCROW SERVICES, INC. (the "Escrow") and BURT H. EBATA and ASAKO M. EBATA (the "Seller") contains, among other provisions the following (which may be modified or otherwise limited by provisions not summarized):

1. Whenever Seller enters into a sales contract for the sale of an apartment, Seller will require that payments due under the sales contract be made to Escrow and will deliver a executed copy of the sales contract to Escrow.
2. Escrow will receive payments under the sales contracts and sums received from any other source with respect to the project. Funds held under the Agreement will initially be deposited in an account for the project. Interest on all funds will be paid to Seller.
3. Escrow will release Buyer's funds and disburse Buyer's funds at closing. No disbursement will be made from Buyer's fund until all requirements of Hawaii Revised Statutes ("HRS") have been met.
4. Escrow will return deposited sums to the Buyer without interest if Seller gives Escrow written notice to return the funds to Buyer, or with respect to a Buyer whose funds were obtained before the issuance of a Final Public Report, Escrow receives from the Buyer a written request to cancel the sales contract or after issuance of the Final Public Report and Buyer's waiver of his right to cancel the sales contract in accordance with HRS Section 514A-62 there shall be any material change in the project which directly, substantially and adversely affects the use or value of the Buyer's apartment or appurtenant common elements or those amenities of the project available for Buyer's use, of a nature entitling the Buyer to cancel his sales contract pursuant to HRS Section 514A-63. These funds shall be returned to Buyer less Escrow's cancellation fee, if any, any mortgagee's cancellation fee and all uliie fees incurred in connection with the Escrow, but in the aggregate shall not be less than \$25.00.
5. Escrow will arrange for and supervise the signing of all documents which are to be signed subsequent to and contemplated by the sales contract.
6. As Escrow's compensation for its performance under this Agreement, Escrow will receive \$300.00 for each apartment for which an apartment deed of the project is handled by Escrow and recorded in the Bureau of Conveyances of the State of Hawaii. Escrow will record all applicable documents. Title insurance will also cost an additional \$300.00.

* * * * *

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE AGREEMENT. WHILE ONE CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE AGREEMENT, HE MUST REFER TO THE ACTUAL AGREEMENT TO DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE AGREEMENT, THE AGREEMENT WILL CONTROL AND NOT THIS SUMMARY.

EXHIBIT E

COMMON ELEMENTS OF THE PROJECT

One freehold estate is hereby designated of all the remaining portions of the Project, herein referred to as “common elements”, including specifically, but not limited to:

- (a) The land in fee simple;
- (b) The common access and utility element, if any;
- (c) All commonly used present or future ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, sewage, irrigation and telephone;
- (d) Any and all other future elements and facilities in common use or necessary to the Project.

The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof, except as provided in the Condominium Property Act. Any such partition or division shall be subject to the prior consent thereto by the holder(s) of all mortgage(s) of any condominium unit(s) which are filed of record.

LIMITED COMMON ELEMENTS OF THE PROJECT

Certain parts of the common elements, herein referred to as the “limited common elements” are hereby designated and set aside for the exclusive use of one or more units, and such unit(s) shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved as follows:

That certain land area upon and around which Units 1, 2, 3, 4 and 5 are located, shown and designated on the Condominium Map and the table below, are deemed a limited common element appurtenant to and for the exclusive use of each respective unit.

<u>Unit Number</u>	<u>Area of Limited Common Element</u>
1	9,169 sf
2	8,229 sf
3	21,428 sf
4	13,767 sf
5	10,000 sf

All costs of every kind pertaining to the aforesaid 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 unit to which said limited common elements are appurtenant.

NOTE: Land areas herein described are not legally subdivided lots.

EXHIBIT F

ENCUMBRANCES AGAINST TITLE

1. For information regarding real property taxes as may be due and owing, reference is made to the County Director of Finance.

Apt. 1 is covered by Tax Key: (4) 2-8-011-006, HPR No. 0001.

Apt. 2 is covered by Tax Key: (4) 2-8-011-006, HPR No. 0002.

Apt. 3 is covered by Tax Key: (4) 2-8-011-006, HPR No. 0003.

Apt. 4 is covered by Tax Key: (4) 2-8-011-006, HPR No. 0004.

Apt. 5 is covered by Tax Key: (4) 2-8-011-006, HPR No. 0005.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Waiver and Release recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 95-094478.
4. The terms and provisions contained in the Declaration of Condominium Property Regime for the "Waikomo Condominium" condominium project dated May 19, 1998, recorded in said Bureau as Document No. 98-081509.

Ratification and Joinder by Peggy H. Ebata, Successor Trustee of the Burt H. Ebata Revocable Living Trust dated May 19, 1993 to Declaration of Condominium Property Regime, the filing of Condominium Map and By-Laws, dated December 9, 2008, recorded in said Bureau as Document No. 2009-027152.

Said Declaration was amended by instrument dated December 30, 2008, recorded in said Bureau as Document No. 2009-027969.

Joinder and Consent thereto given by First Hawaiian Bank, by instrument dated June 1, 2009, recorded in said Bureau as Document Nos. 2009-089366 thru 2009-089367.

5. The terms and provisions contained in the By-Laws of Waikomo Condominium dated May 19, 1998, recorded in said Bureau as Document No. 98-081510.

Ratification and Joinder by Peggy H. Ebata, Successor Trustee of the Burt H. Ebata Revocable Living Trust dated May 19, 1993 to Declaration of Condominium Property Regime, the filing of Condominium Map and By-Laws, dated December 9, 2008, recorded in said Bureau as Document No. 2009-027152.

6. The terms and provisions contained in the Declaration of Protective Covenants and House Rules for Waikomo Condominium dated May 19, 1998, recorded in said Bureau as Document No. 98-081511.
7. Waiver and Release dated July 3, 2003, recorded in said Bureau as Document No. 2003-139784, re water service.

8. Waiver of Construction Drawings dated February 25, 2003, recorded in said Bureau as Document No. 2004-082235, re water meter service only.
9. The following easements as shown on the Amended Condominium Map #2742 attached to and as contained in instrument dated December 30, 2008, recorded as Document No. 2009-027969:
 - (A) Easement "AU-1" for vehicular and pedestrian access and for utility purposes affecting Unit 1 in favor of Unit 2;
 - (B) Easement "U-1" for utility purposes affecting Unit 1 in favor of Unit 2; and
 - (C) Easement "W-1" for waterline purposes affecting Unit 3 in favor of Unit 2.
10. **As to Unit 2 Only:**
 - (A) The terms and provisions contained in Apartment Deed dated March 30, 2001, recorded in said Bureau as Document No. 2001-054002.
 - (B) Structure position discrepancies as shown on the survey map prepared by Roger M. Caires, Land Surveyor, with Caires Land Surveying, dated January 28, 2003.
 - (C) Mortgage dated August 10, 2005, recorded in said Bureau as Document No. 2005-162145.
11. **As to Units 1, 3, 4 and 5 Only:**
 - (A) The terms and provisions contained in the Burt H. Ebata Revocable Living Trust dated May 19, 1993, as amended.

EXHIBIT G

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>
1-5	\$20.00 x 12 = \$100.00

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency
