

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Guido Giacometti
Address P.O. Box 7121, Kamuela, Hawaii 96743

Project Name(*) KANEHOA 19 CONDOMINIUM PROJECT
Address Lot 19, Ouli, Kanehoa Subdivision, District of South Kohala, Island and County of Hawaii, State of Hawaii

Registration No. 4069 Effective Date January 6, 1999
(converation) Expiration Date February 6, 2000

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: The Developer may not as yet have created the condominium but has filed (yellow) 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: The developer has legally created a condominium and has filed complete (white) information with the Commission.
 - No prior reports have been issued.
 - This report supersedes all prior public reports.
 - This report must be read together with _____
- ___ SUPPLEMENTARY: This report updates information contained in the: (pink)
 - 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
FORM: RECO-30 286/986/189/1190/892/0197

Special Attention Cont.

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.

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

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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 and 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 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 developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: Guido Giacometti Phone (808) 885-1924
P.O. Box 7121
Kamuela, Hawaii 96743

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

N/A

Real Estate Broker: C & H Properties, Inc. Phone (808)885-6044
65-1227A Opelo Road, Suite 1
Kamuela, Hawaii 96743

Escrow: First Hawaii Title Corporation Phone (808)329-8227
75-5722 Kuakini Highway, Ste210
Kailua-Kona, Hawaii 96740

General Contractor: N/A (Conversion) Phone _____

Condominium Managing Agent: Project will be self-managed by Phone (808)885-1924
Association of Apartment Owners

Attorney for Developer: Wendelin L. Campbell Phone (808)885-0522
65-1235 A Opelo Road, Haina Cottage Ste. 5
Kamuela, Hawaii 96743

**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: Doc. No. 98- 150750
Book _____ Page _____

Filed – Land Court Doc. 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. 2804

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: Doc. No. 98- 150751
Book _____ Page _____

Filed – Land Court: Doc. 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:

	Minimum <u>Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	-	<u>N/A</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:

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 Terms 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 Sub-leaseholds:

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 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 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 improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: Lot 19 , Ouli, Kanehoa Subdivision, District of South Kohala, Island and County of Hawaii, State of Hawaii

Tax Map Key: 3rd Div. 6-2-09:19

Address TMK is expected to change because N/A

Land Area: 5.391 square feet acres

Zoning: A-5A

Fee Owners: Guido Giacometti
P.O. Box 7121
Kamuela, Hawaii 96743

Lessor: N/A

C. Buildings and Other Improvements:

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

Both New Building(s) and Conversion

2. Number of Buildings: 2 Floors per Building: 1

Exhibit "A" contains further explanations.

3. Principal Construction Material:

Concrete Hollow tile Wood Other

4. Uses Permitted by Zoning:

	No. of Apts.	Use Permitted By Zoning	No. of Apts	Use Permitted By Zoning
<input type="checkbox"/> Residential	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Ohana	<u>1</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"/> Industrial	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/com	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Agricultural	<u>1</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:

[X] Pets: Pets are permitted
 [] Number of Occupants: _____
 [] Other: _____

[X] 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)	
<u>Unit 1</u>	<u> </u>	<u>3/2</u>	<u>1,326</u>	<u>520/444</u>	<u>carport/patio</u>
<u>Unit 2</u>	<u> </u>	<u>3/2</u>	<u>1,326</u>	<u>520/444</u>	<u>carport/patio</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	

Total Apartments: 2

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

*Net 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 Exhibits "A" & "C"

Permitted Alterations to Apartments:

As may be noted in paragraph 20 of the Declaration, individual unit owners may, at their sole discretion and at their own expense, remodel, expand or otherwise alter their unit, provided said alterations are done in compliance with all applicable ordinances, rules, codes, regulations and other requirements in force at the time of said construction. All alterations shall be completed expeditiously and in the manner set forth in said Paragraph 20.

7. Parking Stalls:

Total parking Stalls: 4

	<u>Regular</u>		<u>Compact</u>		<u>Total</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned/ Guest	<u>4</u>	<u> </u>	<u> </u>	<u> </u>	<u>4</u>
Unassigned	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Extra for Purchase	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Other: Total	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Covered & Open	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>

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

Commercial parking garage permitted in condominium project.

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

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool Storage area Recreational 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 .

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):

It is the opinion of the developer that all structural components and mechanical and electrical installations material for the use and enjoyment of the units appear to be sound and in satisfactory working condition. Nonetheless, no representation of ANY KIND IS MADE as to the useful life, if any, of the structural components or the mechanical or electrical installation of the units.

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.

	Conforming	Non-Conforming	Illegal
Use	<u>X</u>	_____	_____
Structures	<u>X</u>	_____	_____
Lot	<u>X</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 "B".

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 "C".

as follows:

Note: Land areas described herein are not subdivided lots.

3. Common Interest: Each apartment will have an undivided 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:

Each unit and its owner(s) shall have appurtenant thereto a one-half (1/2) fractional (50%) interest in the common elements of the Project for all purposes including voting, said interest is referred to as "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 "D" describes the encumbrances against the title contained in the title report dated October 22, 1998 and issued by First Hawaii Title Corporation _____ .

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 the title to the individual apartments.

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

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

Type of Lien

Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance

Mortgage In the event of foreclosure of either mortgage, Buyer's interest may be canceled and Buyer would be entitled to a refund of deposits, less escrow cancellation fees. However, should Buyer's deposit be disbursed by Escrow and the lien be foreclosed prior to conveyance to Buyer, Buyer may not be able to recover any deposits.

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:

Improvements are sold "AS IS"

2. Appliances:

Appliances are sold "As Is".

G. Status of Construction and Date of Completion or Estimated Date of Completion :

Unit 1 was completed in 1991.
Unit 2 was completed in 1991.

H. Project Phases:

The developer has 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):

IV. CONDOMINIUM MANAGEMENT

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

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

The initial condominium managing agent for this project, name on page five (5) of this report, is:

- not affiliated with the Developer
- the Developer or the Developer's affiliate
- self-managed by the Association of Apartment Owners
- other

B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit* contains a schedule of estimated initial maintenance fees and maintenance fees disbursements (subject to change.)

***See Exhibit "G" (Disclosure Abstract)**

C. **Utility Charges for Apartments:**

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

- None
- Electricity (___ Common Elements only ___ Common Elements & Apartments)
- Gas (___ Common Elements only ___ Common Elements & Apartments)
- Water
- Sewer
- Television Cable
- Other _____

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 N/A

Specimen of Sales Contract

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

Escrow Agreement dated November 17, 1998.

Exhibit "**F**" 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 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 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 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, if any. NONE
- 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 of Kanehoa Subdivision
- H) Other Farm Dwelling Agreement.

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, Hawaii 96809, at a nominal cost.

This Public Report is part of Registration No. 4069 filed with the Real Estate Commission on November 18, 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:**

Mailboxes

Mailboxes have not been provided for the units, as there is no mail delivery to this area. People in this area customarily maintain a post office box at the local post office.

Pursuant to sections 16-99-3(g) and 16-99-11(d), Hawaii Administrative Rules ("HAR"), prospective purchasers are hereby advised that Developer, Guido L. Giacometti, RB7046, is a current and active Hawaii-licensed real estate broker. Pursuant to section 16-99-11(c), HAR, "(n)o licensee shall be allowed to advertise 'For Sale by Owner', 'For Rent by Owner', 'For Lease by Owner', 'For Exchange by Owner'."

C. Additional Information Not Covered Above:

Residential Dwellings within State Land Use Agricultural District

Purchasers should be aware that the State Land Use Commission issued a Declaratory Ruling in December, 1994, regarding the construction of residential dwellings on properties located within the State Land Use Agricultural District. In response to said ruling, the Hawaii County Planning Department is requiring applicants for building permits on such lands to acknowledge receipt of a "Farm Dwelling Notice". This Farm Dwelling Notice reads as follows:

FARM DWELLING NOTICE

To: Applicants for Building Permits on Land in State land Use Agricultural District.

This is to inform you that Chapter 205, Hawaii Revised Statutes, does not authorize residential dwellings as a permissible use in an agricultural use district, unless the dwelling is related to an agricultural activity or is a "farm dwelling".

Farm Dwelling is defined in Chapter 205-4.5 (a)(4) as "a single family dwelling located on and used in connection with a farm, including clusters of single-family farm dwellings permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling."

Penalty for violation of Section 205-4.5, Hawaii Revised Statutes, is a fine of not more than \$5,000. If any person who is cited for a violation of the law fails to remove the violation within six months of such citation and the violation continues, such person is subject to a citation for a new and separate violation. There shall be a fine of not more than \$5,000 for any additional violation.

I acknowledge that I have read the above
and have been given a copy

Signature of Applicant

Signature of Witness

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.

Guido Giacometti
Name of Developer

By:  11/17/98
Duly Authorized Signatory Date

Guido Giacometti
Developer and Fee Simple Owner
print name & title of person signing above

Distribution:

Department of Finance, County of Hawaii
Planning Department, County of Hawaii
Federal Housing Authority

EXHIBIT A

Description of the Estates Created

Two freehold estates were created and designated, and hereinafter referred to as "condominium units" (also referred to herein as "unit" or "units"). Specifically, the two estates so created and designated are referred to hereinafter as "Unit 1" and "Unit 2". Unless provided otherwise herein, each individual condominium unit is comprised of all of the structures and/or other improvements physically located or to be located on the land area appurtenant to said unit, as designated and defined in subparagraphs 5(a) and 5(b) herein. Said condominium units are or will be located as shown and designated on the Condominium Map, the number of which is noted above. The units are described as follows:

(a) "Unit 1" will consist of (i) a nine (9) room, one story, wood frame, double wall dwelling with no basement, having a net living area of approximately 1,326 square feet, a carport having a net area of approximately 520 square feet, and a covered patio having an area of approximately 444 square feet and (ii) any and all other future improvements which may be constructed on the land area appurtenant to said unit by the owner thereof. Specifically, in addition to the above-described improvements, the owner thereof is permitted, if allowed by law, to build any permitted structures on the land area appurtenant to said unit, provided that said structures comply with all applicable building codes and zoning ordinances. The costs and expenses of any such future construction shall be borne solely by the owner of said unit.

(b) "Unit 2" will consist of (i) a nine (9) room, one story, wood frame, double wall dwelling with no basement, having a net living area of approximately 1,326 square feet, a carport having a net area of approximately 520 square feet, and a covered patio having an area of approximately 444 square feet and (ii) any and all other future improvements which may be constructed on the land area appurtenant to said unit by the owner thereof. Specifically, in addition to the above-described improvements, the owner thereof is permitted, if allowed by law, to build any permitted structures on the land area appurtenant to said unit, provided that said structures comply with all applicable building codes and zoning ordinances. The costs and expenses of any such future construction shall be borne solely by the owner of said unit.

END OF EXHIBIT A

EXHIBIT B

Decription of Common Elements

One freehold estate was designated in all portions of the Project other than the units (except as herein specifically included), these portions of the Project being herein referred to as the "common elements", including specifically, but not limited to:

- (a) The land in fee simple;
- (b) All ducts, pumps, pipes, wires, conduits or other utility lines running over, under or through any unit or any limited common element appurtenant thereto which are utilized by or serve more than one unit and other central and appurtenant installations for common services, if any, including water, power, light, sewage, irrigation and telephone;
- (c) Any and all other apparatus, installations and/or facilities in common use and all other parts of the Property necessary or convenient to the existence, maintenance and safety of the Project, or normally in common use;
- (d) Each unit shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes of ingress to, egress from, utility services for, and support, maintenance and repair of such unit, and in the other common elements of the Project for use according to their respective purposes. When applicable, each unit shall also have appurtenant thereto easements in the other unit(s) for the purposes of utility service for, and the maintenance and repair of said utility services, including but not limited to electricity, gas, water, sewage, telephone and television cable;
- (e) The limited common elements described in Exhibit C of this public report and Section 5 of the Declaration.

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

End of Exhibit B

Exhibit C

Limited Common Elements

Certain parts of the common elements, herein referred to as the "limited common elements", are hereby set aside and reserved for the exclusive use of certain 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 are as follows:

(a) That certain land area upon and around which Unit 1 is located, shown and designated on the Condominium Map as "Limited Common Element Land Area Appurtenant to Unit 1", containing an area of approximately 2.976 acres, shall be a limited common element appurtenant to and for the exclusive use of Unit 1.

(b) That certain land area upon and around which Unit 2 is located, shown and designated on the Condominium Map as "Limited Common Element Land Area Appurtenant to Unit 2", containing an area of approximately 2.415 acres, shall be a limited common element appurtenant to and for the exclusive use of Unit 2;

(c) The limited common element access easement shown and designated on the Condominium Map over and across the limited common element land area appurtenant to Unit 2 shall be a limited common element easement in favor of Unit 1;

(d) All other common elements of the Project which are rationally related to less than all of said units shall be limited to the use of such units to which their use is rationally related;

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.

End of Exhibit C

EXHIBIT D

ENCUMBRANCES AGAINST TITLE

1. For information regarding real property taxes due and owing, reference is made to the County of Hawaii Director of Finance.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. GRANT

In Favor Of: GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED,
a Hawaii corporation
Dated: August 4, 1969
Book: 6667
Page: 47
Purpose: granting an easement for utility purposes.

4. A 10-foot wide "no access" planting strip along Kawaihae-Waimea Road, as shown on File Plan No. 1845.
5. The terms, provisions, covenants, easements and reservations as contained in the following:

DECLARATION

Dated: January 20, 1986
Book: 19293
Page: 503

but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons

6. GRANT

In Favor Of: HAWAII ELECTRIC LIGHT COMPANY, INC., a Hawaii corporation and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, a Hawaii corporation
Dated: June 14, 1990
Document No. 90-110568
Purpose: granting an easement for utility purposes.

7. MORTGAGE

Mortgagor: GUIDO GIACOMETTI, a married man
Mortgagee: ROBERT B. RHODES and CATHERINE E. RHODES, husband
and wife, as Tenants by the Entirety
Dated: July 28, 1998
Document No. 98-112231
Principal Sum: \$230,000.00
The present amount due should be determined by contacting the
owner of the debt.

8. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the following:

DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KANEHOA 19
CONDOMINIUM PROJECT"

Dated: September 28, 1998
Document No. 98-150750
but omitting any covenants or restrictions if any, based upon race,
color, religion, sex, handicap, familial status, or national origin
unless and only to the extent that said covenant (a) is exempt under
Chapter 42, Section 3607 of the United States Code or (b) relates
to handicap but does not discriminate against handicapped persons.

Condominium Map No. 2804, to which reference is hereby made.

(The units created by the foregoing instrument are more particularly described in
Schedule "1" attached hereto.)

9. BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF KANEHOA 19
CONDOMINIUM PROJECT

Dated: September 28, 1998
Document No. 98-150751
to which reference is hereby made

END OF EXHIBIT D

EXHIBIT E

SUMMARY OF SALES CONTRACT

It is Seller's intention to use the most recent edition of the Hawaii Association of Realtor's form of Deposit Receipt Offer and Acceptance (DROA). Among other provisions, the contract will contain the following:

1. Evidence of title: Seller shall furnish Buyer evidence of Seller's marketable title to the interest which is to be conveyed to Buyer. If Seller fails to deliver title as herein provided Buyer has the option to terminate this agreement and have any of Buyer's deposits returned to Buyer. The foregoing shall not exclude any other remedies available to Buyer. Buyer will receive an Owner's standard coverage policy of title insurance at closing: (a) Seller shall pay 60% of the premium to be charged for an Owner's standard coverage policy of title insurance to be issued to the buyer in the amount of the sales price, and (b) Buyer shall pay 40% of such premium and any additional costs relating to the issuance of any extended coverage policy, including a Lender's policy.
2. Default: It is expressly understood and agreed: First: In the event Buyer fails to pay the balance of the purchase price or complete the purchase as herein provided, Seller may (a) bring an action for damages for breach of contract; (b) retain the initial deposit and all additional deposits provided for herein, as liquidated damages, and (c) Buyer shall be responsible for any costs incurred in accordance with this contract. Second: In the event Seller fails to perform his obligations as herein provided, Buyer not being in default, Buyer may (a) bring an action against Seller for damages for breach of contract; (b) file and maintain an action against Seller for specific performance of the contract and (c) Seller shall be responsible for any cost incurred in accordance with this contract. The foregoing shall not exclude any other remedies available to either Seller or Buyer in the event of default and/or a lawsuit arising out of this contract (including a suit by a REALTOR for commission), the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees. All expenses incurred by escrow shall be deducted from deposited funds prior to any disbursement of the prevailing party.
3. Closing: For the purpose of this contract "closing" shall be the date upon which all appropriate documents are recorded. Buyer and Seller agree to execute appropriate or customary documents when requested to do so.
4. Time is of the Essence: If either Buyer or Seller for reasons beyond his control cannot perform his obligation to purchase or sell the property by the closing date, then such party by giving escrow written notice prior to the closing date called for in this contract with copies to all parties to this contract, can extend closing for no longer than 30 calendar days to allow performance. Thereafter time is of the essence and the default provisions of Standard Term H apply. Any further extension must then be agreed to in writing by both parties. There is no automatic right to extend. This provision relates only to the extension of the closing date.

END OF EXHIBIT E

EXHIBIT F

SUMMARY OF CONDOMINIUM ESCROW AGREEMENT

1. Sales Contracts Deposited in Escrow. As and when Developer shall enter into a sales contract for the sale of a unit, Developer shall deliver an executed copy of such sales contract to Escrow.

2. Receipt of Funds by Escrow. Developer shall pay over to Escrow any monies received by Developer from purchaser under sales contracts covering units in the Project, including all disbursements made on loan commitments, if any, from lending institutions to individual purchasers.

3. Conditions to be Met Prior to Disbursement. No disbursements of funds held in escrow shall be made unless and until the following conditions have been fulfilled:

(a) The Real Estate Commission shall have issued a Final Report on the Project; provided, however, to the extent any sales contracts are entered into and a purchaser's funds are obtained prior to the issuance of a Final Public Report of the Real Estate Commission, no disbursements shall be made from such purchaser's funds until (i) such Final Public Report shall have been issued; and (ii) the purchaser shall have been given a copy of said Final Report and shall have acknowledged receipt of same or shall have been deemed to have acknowledged receipt of same and Developer's attorney shall have delivered a written opinion to Escrow that the purchaser's sales contract has become effective; and

(b) Developer or Developer's attorney shall have delivered a written opinion to Escrow stating that the requirements of Sections 514A-62 and 514A-63, Hawaii Revised Statutes, as amended, have been met; and, if the project is a conversion project, that requirements of Section 521-38, Hawaii Revised Statutes, as amended, have been complied with; and

(c) Developer shall have given Escrow a written waiver of any option reserved in any sales contract to cancel such sales contract; and

(d) Developer shall have delivered to Escrow a certificate from Developer's architect stating that the project is in compliance with the Federal Fair Housing Amendments Act of 1988.

4. Return of Funds and Documents. A purchaser shall be entitled to a return of funds and Escrow shall pay such funds to such purchaser, without interest, if any one of the following has occurred:

(a) Developer and the purchaser shall have requested Escrow in writing to return to the purchaser the funds of the purchaser held hereunder by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or

(c) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, the purchaser has exercised such purchaser's right to cancel the contract pursuant to Section 514A-62, Hawaii Revised Statutes, as amended; or

(d) The purchaser has exercised the purchaser's right to rescind the contract pursuant to Section 514A-63, Hawaii Revised Statutes, as amended.

In any of the foregoing events, Escrow shall, upon the occurrence of the event described in (a) or (b) above or upon receipt of a written request for a refund from the purchaser upon the occurrence of an event described in (c) or (d) above, unless the purchaser has waived or has been deemed to have waived the right to a refund, pay said funds to said purchaser (less a cancellation fee of Escrow of not less than \$25.00 per unit or a cancellation fee commensurate with the work done by Escrow prior to such cancellation, whichever fee is greater, up to a maximum of \$250.00) and thereupon said sales contract and any conveyance document theretofore delivered to Escrow shall be returned to Developer and shall be deemed no longer held hereunder; provided, however, that no refund shall be made to a purchaser at the purchaser's request prior to receipt by Developer of written notice from Escrow of its intent to make such refund.

(e) Notwithstanding any other provision in this Agreement to the contrary, Escrow further agrees to make refunds to purchasers, in accordance with Part VI, Chapter 514A, Hawaii Revised Statutes, out of the funds then on deposit with Escrow, if Developer and the purchaser shall so request in writing and any one of the following events has occurred:

(i) No sales contract has been offered to the purchaser who has been placed on Developer's reservation list of owner-occupant applicants; or

(ii) The purchaser has been unable to obtain adequate financing, or a commitment for adequate financing, for the purchaser's reserved unit within thirty (30) calendar days following the end of the ten (10) calendar day period during which Developer is limited to selling to owner-occupants; or

- (iii) The purchaser desires to cancel the contract on account of hardship circumstances such as those set forth in Section 514A-104(1), Hawaii Revised Statutes; or
- (iv) The purchaser indicates an intent not to become an owner-occupant of such unit.

Except for cancellations under subparagraph (i) above, Escrow may deduct from any such refund made to a purchaser a cancellation fee as set forth above.

5. Purchaser's Default. If the purchaser fails to make any payment to Escrow which is required pursuant to the sales contract on or before the due date thereof or if the purchaser fails to perform in any matter that is being handled by Escrow, Escrow shall promptly notify Developer of any such failure on the part of the purchaser. If Developer subsequently certifies in writing to Escrow that Owner has terminated the sales contract in accordance with the terms thereof and provides to Escrow copies of such notices of termination sent to the purchaser, Escrow shall thereafter treat all funds of the purchaser paid on account of such purchaser's sales contract as funds of Developer and not as funds of the purchaser. Upon written request by Developer, Escrow shall pay such sums to Developer, less any escrow cancellation fee, shall return to Developer any documents that had been theretofore delivered to Escrow by Developer and shall hold all other documents theretofore delivered to Escrow in connection with the purchase of the unit for the statutory period; and, Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such purchaser.

END OF EXHIBIT F

Exhibit G
DISCLOSURE ABSTRACT
KANEHOA 19 CONDOMINIUM PROJECT

Pursuant to the Section 514A-61, Hawaii Revised Statutes
Condominium Property Act

DEVELOPER/PROJECT MANAGER

Guido Giacometti, P.O. Box 7121, Kamuela, Hawaii 96743.

ESTIMATED MAINTENANCE FEES/COSTS PER CONDOMINIUM UNIT

MAINTENANCE FEES: The regular maintenance and repair of each condominium unit is the sole responsibility of each respective unit owner. There are no common services and/or expenses which will require regular monthly assessments. Developers disclose that no reserve study was done in accordance with Chapter 514A-83.6, HRS, and replacement reserves rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

INDIVIDUAL INSURANCE: Section 514A-86, Hawaii Revised Statutes, requires that fire insurance be purchased to cover the improvements portion of the Project and that premiums be common expenses. Developer anticipates that the Association will elect to permit unit owners to obtain separate policies and name the Association as additional insured. In such case, insurance premiums will be the individual's responsibility of each owner unit rather than common expenses of the Project. Developer estimates such annual premium expense to be \$250.00 per apartment. This estimate was prepared in accordance with generally accepted accounting principles.

WARRANTIES

"Unit 1" is an nine (9) room, one (1) story, wood frame, double wall dwelling with no basement.

"Unit 2" is an nine (9) room, one (1) story, wood frame, double wall dwelling with no basement.

Potential buyers of said Units are advised that they are being sold "AS IS" without any building warranties.

USE OF CONDOMINIUM UNITS

The units of the Project and their appurtenant land areas shall be occupied and used only by the respective owners thereof, their families, domestic servants, personal guests, tenants, and employees, and only for those purposes permitted by applicable zoning ordinances. The unit owners shall have the absolute right to lease or rent

their units subject to the limitations, restrictions, covenants and conditions contained in the Declaration or in the By-Laws of the Association of Condominium Owners. Subject also to said Declaration and By-Laws, maximum allowance and freedom shall be given so as to accommodate the individual unit owner's artistic, creative and life-style requirements.

STRUCTURAL COMPONENTS AND MECHANICAL & ELECTRICAL INSTALLATIONS

It is the developer's opinion that all structural components and mechanical and electrical installations material to the use and enjoyment of the individual condominium units appear to be in sound and satisfactory condition. HOWEVER, NO REPRESENTATIONS OF ANY KIND ARE MADE AS TO THE EXPECTED USEFUL LIFE, IT ANY, OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF THE CONDOMINIUM UNITS.

CODE VIOLATIONS

To the best of the knowledge, information and belief of the undersigned, there are no outstanding notices of uncured violations of the building code or other municipal regulations of the County of Hawaii.

11/17/98
Date



Guido Giacometti

EXHIBIT H

SUMMARY OF DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF KANEHOA SUBDIVISION

Use of Lots.

Each Lot and every portion thereof shall be used only for purposes permitted by applicable law for the time being applicable thereto, and no building other than a single dwelling house designed and built for the use and occupancy of a single family shall be constructed, placed or maintained on any Lot; provided that additional dwellings under "ohana" zoning laws, servants' quarters and guest quarters and other buildings allowed under applicable law may be constructed and placed or maintained on the Lot if placed or maintained in conformity with County and State laws and regulations and if the building of such structure otherwise conforms with these covenants, conditions and restrictions; provided, further, that no quonset hut, trailer, mobile home, shack, tent, temporary buildings or structures, or outdoor privy shall be erected or placed upon any Lot.

Business or Offensive Uses, Animals.

No retail or wholesale shop or store shall be erected, or any business, industry, trade, shall be carried on upon any Lot nor shall anything be done thereon which may be or become an unreasonable annoyance or a nuisance to owners of other Lots. Animals (except pigs) may be kept on each Lot, provided that the Owner will construct and maintain stockproof fences enclosing such animals.

Sanitation and Lot and Building Maintenance.

No Lot shall be used or maintained as a dumping ground or visible storage place for discarded or old vehicles, or unsightly accumulations of scraps, building materials, rubbish or the like. Each Lot and all improvements thereon shall be maintained by the Owner thereof in good condition and repair.

Electric Lines.

All electric, telephone and other transmission wire and lines shall be placed underground and no poles or other above-ground structures shall be used to support such lines.

Membership.

The Owners of each Lot shall, automatically and simultaneously with the conveyance of title to such Owners, become a member of the Association. The Association shall accept all Owners as members of the Association.

Common Areas.

The Association shall maintain or provide for the maintenance of any common areas and any other property owned by the Association, provided that the Association shall have no obligation to maintain in good order and repair any improvement constructed upon any common area by any Owner but may use all legal means to compel such Owner to maintain the same.

Insurance.

The Association shall obtain and maintain in force the following policies of insurance:

(i) Fire and extended coverage insurance on all improvements, if any, from time to time owned by the Association in such amounts and on such terms as may be determined from time to time by the Board.

(ii) Comprehensive general liability insurance with limits of not less than \$500,000.00 for injury to or death of one person and \$1,000,000.00 for injury to or death of more than one person and \$500,000.00 for property damage in any one occurrence, with respect to all roads and easements through or adjoining the Subdivision, or arising out of ownership, maintenance or use thereof by the Association.

The policies referred to hereinabove shall name as insured, the Developer (so long as the Developer is the Owner of any Lots), the Association and its officers, the Board and its members, and with respect to any liability arising out of the maintenance or use of any common areas, the Owners. The Association may obtain and maintain in force any policies of insurance covering any other reasonable risks as may be determined to be proper and necessary or advisable in the discretion of the Board. Each and every policy of insurance obtained by the Association shall expressly waive any and all rights of subrogation against the Developer, the Board, and their respective representatives and employees, and against any Owner.

Enforcement.

The Association shall have the power and authority at any time and from time to time without liability to any Owner for any trespass, damage or otherwise, by the Directors or agents appointed by them, to enter upon any Lot for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such as required herein, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such area in violation of the terms of the Declaration.

The Association shall also have the power and authority from time to time in its own name on its own behalf or in the name and behalf of any Owner who consents thereto to commence and maintain actions or suits to restrain and enjoin any breach or threatened breach of any of the provisions of the Declaration by any Owner or to enforce by mandatory injunction or otherwise all of the provisions of the Declaration.

Powers of Association.

The Association shall have the powers set forth in this Declaration to be exercised by the Association, including without limitation, the power to levy assessments, to make contracts and to acquire and dispose of property, and shall take such action whether or not expressly authorized by the Declaration as may reasonably be necessary to enforce the restrictions, limitations, covenants and conditions of the Declaration and of the Subdivision rules. The Association shall have all powers set forth in the Charter, together with its general powers as a nonprofit corporation; subject, however, to any limitations upon the exercise thereof expressly set forth in the Charter or By-Laws or in the Declaration, including the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association and to perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the expressed powers of the Association.

Kanehoa Subdivision.

The Association, through its Board of Directors, may from time to time, subject to the provisions hereof, adopt and amend rules and regulations to be known as the Kanehoa Subdivision Rules governing the use of any common areas, the use of any streams or waterways, roads or paths through the Subdivision (other than public roads), the collection and disposal of refuse within the Subdivision, the burning of any open fires, parking restrictions and limitations in the Subdivision, and other reasonable restrictions governing the use or occupancy of Lots so as to promote the purposes for which the Declaration is executed. A copy of the Kanehoa Subdivision Rules as the same may from time to time be amended shall be available at all times at the post office address of the Association.

Operating fund.

The Association shall maintain an operating fund into which shall be deposited all monies received by the Association whether from maintenance assessments, special assessments, users fees, fines, income attributable to the fund itself or any other rents, charges or fees levied by the Association out of which the Association shall make all disbursements and discharge all liabilities in the performance of its duties and obligations and the exercise of its rights and powers under the Declaration and the Charter and By-Laws of the Association.

Maintenance Assessments.

(a) Within thirty (30) days prior to the commencement of each fiscal year and the Association's annual meeting, the Board shall prepare an estimate of the costs and expenses to be incurred by the Association during such fiscal year in performing its functions, duties and obligations, including but not limited to any obligation to provide upkeep and maintenance of all landscape areas along Subdivision roads.

Special Assessments.

The Board shall levy a special assessment against any Owner whose acts or failure or refusal to act or to otherwise comply with the Declaration or the Association Rules, causes the Association to incur any expense which would not normally have been incurred by the Association in the performance of its duties and obligations. Such assessments shall be in the amount of the extraordinary expense incurred and shall be due and payable to the Association when levied. Such extraordinary expenses shall be deemed to include without limitation, engineers' , architects', attorneys' and accountants' fees when reasonably incurred by the Association.

Late Charges, Interest and Costs of Collection.

If any assessment (including any special assessment) or any installment thereof is not paid within twenty (20) days after it is due and payable, the delinquent Owner shall be liable for and shall pay a late charge of \$100.00 or five percent (5%) of the amount due, whichever is greater or such amounts as the Association may from time to time establish, to reimburse the Association for the cost of extra handling. In addition, all delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until fully paid. In connection with the collection of assessments, each Owner shall be liable for all costs of collection including court costs and reasonable attorneys' fees based on the time spent and regardless of the amount being collected.

Nonpayment, Lien and Remedies.

Each assessment under this Declaration shall be separate, distinct and personal debt and obligation of the Owner against whom it is assessed, and each Owner by acceptance of an agreement of sale, deed, lease or other instrument of conveyance, whether or not it shall be so expressed in any such agreement of sale, deed, lease or other instrument, shall be deemed to covenant and agree to pay the same to the Association, provided that no mortgagee, or any officer, director or trustee thereof, shall be personally obligated to pay any assessment. If the Owner does not pay such assessment or any installment thereof when due, the Owner shall

be deemed in default and the amount of any unpaid assessment, together with the amount of any late charge, interest aforesaid, and costs, including reasonable attorneys' fees, shall be and become notwithstanding any lease applicable to the property, a lien upon the fee simple interest in the property upon the filing by the Association of a notice of default in the Bureau of Conveyances of the State of Hawaii, and in the event a lessee of any Lot is deemed to be the Owner of such Lot, the lien shall attach to both the fee simple and leasehold estates. In case of a voluntary conveyance the grantee, vendee or lessee of any Lot shall be jointly and severally liable with the grantor, vendor or lessor for all unpaid assessments together with any late charge, interest, costs of collection and reasonable attorneys' fees which shall be a charge against the Lot at the time of the conveyance, without prejudice to the right of the person receiving the conveyance to recover from the person making the conveyance the amounts so expended by the person receiving the conveyance. An amount shall be deemed a "charge" against a Lot as soon as it accrues even though no lien may have been filed. Any party to a conveyance shall be entitled upon written request to a statement from the Association setting forth the amount of any unpaid assessment together with any late charge, interest, cost of collection and reasonable attorneys' fees which may be a charge against a Lot; and neither the person making or receiving the conveyance shall be liable for, nor shall the Lot conveyed be subject to, a lien for any amount in excess of the amounts set forth in such statement. If the Lot is owned by more than one person, all co-owners shall be jointly and severally liable for all amounts constituting a charge against or lien upon the Lot. Such lien shall be subject to and subordinate to the lien of any mortgage on the Lot of such Owner described in paragraph 4.07 below. A foreclosure of any such paramount lien, whether by judicial proceedings or pursuant to a power of sale contained in such mortgage, shall extinguish the lien as to payments of assessments which become due prior to such sale, transfer or conveyance, but no such sale, transfer or conveyance shall relieve such Lot, or the purchaser or transferee thereof with regard to assessments thereafter becoming due except as to any mortgage as provided above. Association liens may be foreclosed through suit in like manner as a mortgage of real property, and the Association shall have power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the same. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.

Enforcement.

Except as otherwise herein specifically provided, the Developer, the Association or any Owner or Owners shall have the right to enforce any and all of the restrictions, covenants and conditions, obligations, charges and liens now or hereafter imposed by or under the Declaration upon Owners or upon any property within the Subdivision and the costs of enforcement, including court costs and attorneys' fees shall be paid by any Owner who has violated any such limitation,

restriction, covenant or condition, or failed to pay and satisfy, when due, any such obligation charge or lien. No entry upon a lot of any Owner or other action to enforce any such restriction, covenant, condition, obligation, lien or charge may be made or taken without first giving not less than thirty (30) days' written notice and demand of the Owner in default to cure or rectify such default or breach involved. Any failure to enforce the provisions of any restrictions, covenant, condition, obligation, lien, or charge of the Declaration shall not constitute a waiver of any right to enforce any such provision or any other provision of the Declaration in any other case against or with respect to the same Owner or Lot or any other Owner or Lot. All the restrictions, covenants and conditions of the Declaration shall be liberally construed together to promote and effectuate the fundamental concepts and aims of the Subdivision as provided in this Declaration.

Amendment.

All of the restrictions, covenants and conditions in the Declaration, as amended herein, may be amended or repealed by an affirmative vote of the Owners holding at least seventy-five percent (75%) of the votes in the Association, at a meeting of the Association duly called, the notice of which meeting shall have stated as a purpose the consideration of such amendment or repeal as the case may be. Any amendment or repeal shall not become effective, however, until a written instrument setting forth in full the amendment or repeal of the Declaration and certifying that said amendment or repeal has been approved by vote of the Owners pursuant to this paragraph 6.01 shall have been executed by two (2) duly authorized officers of the Association and recorded in the Bureau of Conveyances.

Term.

All of the limitations, restrictions, covenants and conditions of the Declaration, as amended herein, shall continue and run with the land and remain in full force and effect, subject to amendment and repeal as provided above, for a period of twenty (20) years from the date hereof; provided, however, that if within one (1) year prior to the expiration of said period, the Owners holding at least fifty percent (50%) of the votes present at the meeting duly called to extend the term of this Declaration vote to continue the provisions of the Declaration, such provisions in effect immediately prior to the expiration date shall be continued for an additional period of ten (10) years and thereafter for successive periods of ten (10) years each if within one (1) year prior to the expiration of any such period, the Owners by similar vote to continue the provisions of the Declaration as aforesaid.

END OF EXHIBIT H