

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer Barrie Parker, Joan M. Parker, Richard L. Walton, and Daniel F. Hanavan
Address P. O. Box 2435, Kealakekua, Hawaii 96750
Project Name(*): ONEONE VIEW
Address 73-1098 Ahikawa Street, Kailua-Kona, Hawaii 96740
Kalaoa 3rd, North Kona, Island, County and State of Hawaii

Registration No. 4319 (Conversion) Effective date: Expiration date:

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. [X] No prior reports have been issued. [] This report supersedes all prior public reports. [] This report must be read together with
SUPPLEMENTARY: (pink) This report updates information contained in the: [] Preliminary Public Report dated: [] Final Public Report dated: [] Supplementary Public Report dated:
And [] Supersedes all prior public reports. [] Must be read together with [] This report reactivates the public report(s) which expired on

(*) Exactly as named in the Declaration
FORM: RECO-30 286/986/189/1190/892/0197

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 Commission.

Changes made are as follows:

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT, **not** a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and does **not** represent a legally subdivided lot. The dotted lines and metes and bounds descriptions on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustration purposes only and should not be construed to be the property lines of legally subdivided lots.

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

Prospective purchasers are advised that as of the effective date of this report, no additional comments have been received from the Hawaii County Planning Department. If and when such additional comments are received which are contrary or in addition to the information contained herein, a copy shall be provided to each purchaser or prospective purchaser. If the information represents material facts not already disclosed in this public report, the Commission may require the Developer to prepare a Supplementary public report.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS FOR FURTHER INFORMATION WITH REGARDS TO THE FOREGOING.

TABLE OF CONTENTS

	Page
Preparation of this Report	1
Expiration Date of Reports	1
Type of Report	1
Disclosure Abstract	2
Summary of Changes from Earlier Public Reports	2
Table of Contents	3
General Information on Condominiums	4
Operation of the Condominium Project	4
I. PERSONS CONNECTED WITH THE PROJECT	5
Developer Attorney for Developer General Contractor	
Real Estate Broker Escrow Company Condominium Managing Agent	
II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	6
A. Declaration	6
B. Condominium Map (File Plan)	6
C. Bylaws	7
D. House Rules	7
E. Changes to Condominium Documents	7
III. THE CONDOMINIUM PROJECT	8
A. Interest to be Conveyed to Buyer	9
B. Underlying Land	10
C. Buildings and Other Improvements	13
D. Common Elements, Limited Common Elements, Common Interest	14
E. Encumbrances Against Title	15
F. Construction Warranties	16
G. Status of Construction	16
H. Project Phases	16
IV. CONDOMINIUM MANAGEMENT	17
A. Management of the Common Elements	17
B. Estimate of Initial Maintenance Fees	17
C. Utility Charges for Apartments	17
V. MISCELLANEOUS	18
A. Sales Documents Filed with the Real Estate Commission	18
B. Buyer's Right to Cancel Sales Contract	20
C. Additional Information Not Covered Above	21
D. Signature of Developer	21
EXHIBIT A: PROJECT DESCRIPTION, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS	
EXHIBIT B: LIST OF ENCUMBRANCES	
EXHIBIT C: ESTIMATE OF INITIAL MAINTENANCE FEES AND ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS	
EXHIBIT D: SUMMARY OF SALES CONTRACT	
EXHIBIT E: SUMMARY OF ESCROW AGREEMENT	
EXHIBIT F: BUILDING PERMITS AND CONSTRUCTION OF IMPROVEMENTS	
EXHIBIT G: CONDOMINIUM FILE PLAN	
EXHIBIT H: HAWAII COUNTY PLANNING DEPARTMENT LETTER DATED OCTOBER 11, 1999	

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: Barrie and Joan Parker, Richard Walton, and Daniel Hanavan Phone: (808) 334-0000
Name (Business)
P. O. Box 2435
Business Address
Kealahou, Hawaii 96750

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

N/A

Real Estate Broker: Asset Real Estate and Management, Inc. (RB-16900) Phone: (808) 334-0000
Name (Business)
75-5706 Hanama Place, Suite 201 (Barrie Parker - RB-16438)
Business Address
Kailua-Kona, Hawaii 96740

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 329-6666 (Kona)
Name (Business)
235 Queen Street, Honolulu, Hawaii 96813
Business Address
75-170 Hualalai Road, C310, Kailua-Kona, Hawaii 96740

General Contractor: N/A: Project completed in approximately March 1995. Phone: _____
Name (Business)

Business Address

Condominium Managing Agent: Project will be self-managed by the Phone: _____
Name (Business)
Association of Apartment Owners.
Business Address

Attorney for Developer: Steven S. C. Lim Phone: (808) 935-6644
Name (Business)
Carlsmith Ball
121 Waianuenu Avenue
Business Address
Hilo, Hawaii 96720

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

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

- A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

Proposed
 Recorded - Bureau of Conveyances: Document No. 94-174171
Book _____ Page ____
 Filed - Land Court Document No. _____

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:
First Amendment to Declaration of Condominium Property Regime of "Oneone View" recorded at the Bureau of Conveyances as Document No. 96-067010.

- 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 the condominium project is:

Proposed
 Recorded - Bureau of Conveyances Condo Map No. 2132
 Filed - Land Court Condo Map No. _____

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

- C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded - Bureau of Conveyances: Document No. 94-174172
Book _____ Page ____
 Filed - Land Court Document No. _____

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

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

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules.

E. **Changes to Condominium Documents**

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>100%</u>
Bylaws	65%	<u>100%</u>
House Rules	----	<u>not applicable</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:

During the sales period, the Developer has reserved the right to make any changes to the project documents and the project as may be required by law, any title insurance company, and institutional lender or any governmental agency; and, prior to the conveyance or transfer of the first unit, for any reason and in any manner as the developer deems necessary, provided that no such change shall substantially alter or reduce the usable space within the unit, render unenforceable the Buyer's mortgage loan commitment, increase the Buyer's share of common expenses, or reduce the obligations of the Developer for common expenses or unsold units.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

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

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

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

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit ___ contains a schedule of the lease rent for each apartment per
 Month Year

For Subleaseholds:

- Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is: Cancelled Foreclosed
- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is cancelled or foreclosed.

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

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

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

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

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit ___ contains a schedule of the lease rent for each apartment per
 Month Year

Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purposes 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: 73-1098 Ahikawa Street, Kailua-Kona 96740 Tax Map Key (TMK): (3) 7-3-23:10
Kalaoa 3rd, District of North Kona
Island, County and State of Hawaii

Address TMK is expected to change because _____

Land Area: 2.009 square feet acre(s) Zoning: A-5a
(Agricultural-5 acres)

Fee Owner: Barrie and Joan Parker, Richard Walton, and Daniel Hanavan
 Name
P. O. Box 2435, Kealakekua, Hawaii 96750
 Address

Sublessor: N/A
 Name

 Address

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 3 Floors Per Building: 1
 [Unit 1: One single-family dwelling building and one detached storage building]
 [Unit 2: One ohana dwelling building]

Exhibit A contains further explanations.

3. **Principal Construction Material:**

Concrete Hollow Tile Wood
 Other _____

4. **Permitted Uses by Zoning:**

	No. of <u>Apts.</u>	Use Permitted <u>By Zoning</u>	No. of <u>Apts.</u>	Use Determined <u>By Zoning</u>
<input type="checkbox"/> Residential	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input 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/Comm	___	<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:

Pets: Subject to the provisions of Hawaii Revised Statutes Chapter 514A relating to pets in apartments and replacement thereof, all permitted animals and pets shall be restrained from entering upon the lot appurtenant to the other unit and from unreasonably disturbing the owner of the other unit. The raising and keeping of said animals and pets shall at all times conform to the requirements of the Hawaii County Planning Department, State Department of Health, and any other applicable laws. (See, Bylaws, Article 12, Section 12.2, Page 29.)

Number of Occupants: The apartments shall be occupied and used only for those purposes allowed under the Zoning Code of the County of Hawaii, the laws of the State of Hawaii relating to land use districts (Chapter 205, Hawaii Revised Statutes), the Declaration and the Bylaws. (See, Declaration, Article G, Page 7.)

Other: _____

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

<u>Apt Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>	<u>(Identify)</u>
<u>Unit 1</u>	<u> 1 </u>	<u> 3/2 </u>	<u> 1,344 </u>	<u> 712 sf: open deck </u>	<u> 336 sf: one-car carport </u> <u> 288 sf: swimming pool </u> <u> 400 sf: swimming pool deck </u> <u> 600 sf: storage area </u>
<u>Unit 2</u>	<u> 1 </u>	<u> 3/3 </u>	<u> 1,560 </u>	<u> 632 sf </u>	<u> 480 sf: two-car carport/storage </u> <u> 30 sf: utility area </u>

Total Apartments: 2

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

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

Boundaries of Each Apartment: Each Apartment shall be deemed to include (i) all portions of the structure, inclusive of concrete footings, (ii) all pipes, shafts, ducts, pumps, conduits, wires and other utility or service lines running through such Apartment or which are utilized for and serve only that Apartment, (iii) all appliances and fixtures installed therein and replacements thereof, (iv) the footings or slab on which the structure is constructed, the exterior walls and roof, all interior walls, floors, ceilings, columns and partitions, and the finished surfaces thereof, the doors and door frames, windows and window frames, the air space within the perimeters of the Apartment.

Permitted Alterations to Apartments: Each Apartment Owner shall have the right at his sole option at any time and from time to time, as hereinafter set forth, without the consent and/or approval of the Owner of the other Apartment or any other persons or entity, to improve, renovate, remodel, make additions to, enlarge, remove, replace, alter or restore the improvements to or in his Apartment or portions thereof or upon the Yard appurtenant to his Apartment.

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> </u>	<u> X* </u>	<u> </u>

*See Exhibit H, County Planning Department letter of October 11, 1999 submitted to Real Estate Commission.

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

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

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

described in Exhibit A.

as follows:

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

There are no limited common elements in this project.

The limited common elements and the apartments which use them, as described in the Declaration, are:

described in Exhibit A.

as follows:

Note: Land areas referenced herein are not legally subdivided lots.

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

described in Exhibit _____.

as follows:

Unit 1 - 50%

Unit 2 - 50%

The foregoing percentages were calculated to provide each apartment owner with an equal percentage of common interest in the condominium project.

- 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 19, 1999, and issued by Title Guaranty of Hawaii, Incorporated.

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.

[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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgages [Bank of Hawaii] Unit 1: \$143,500.00 Unit 2: \$212,000.00	Buyer's interest may be terminated, and the Buyer will receive back any deposit(s) paid to escrow less the escrow cancellation fee of not more than \$250.00. However, the Buyer's interest under the Sales Contract usually will be subordinate to the blanket lien. Therefore, upon foreclosure of the blanket lien, the lien holder may be able to terminate the Buyer's interest.

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:

Seller makes no express warranties. SELLER DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY IMPLIED WARRANTY OF WORKMANSHIP AND ANY OTHER EXPRESS OR ANY IMPLIED WARRANTIES WITH RESPECT TO THE APARTMENTS, THE COMMON ELEMENTS OR THE PROJECT.

Seller is not aware of any water infiltration, any malfunction, any construction or design defect, or any other problems related to the Apartments or the Project, and disclaims any and all responsibility for any such problems which Buyer may encounter with respect to said Apartments or the Project.

2. Appliances:

Seller warrants that all major appliances, plumbing and electrical fixtures included in the sale will be in working order consistent with their age as of the date of closing, or occupancy, if earlier. No continuing warranty is expressed or implied.

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

The project was completed in approximately March 1995.

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):

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, named on page five (5) of this report, is:

- | | |
|---|--|
| <input type="checkbox"/> not affiliated with the Developer | <input type="checkbox"/> the Developer or the Developer's affiliate. |
| <input checked="" type="checkbox"/> self-managed by the Association of Apartment Owners | <input type="checkbox"/> 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 C contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

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 _____

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 D contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated December 14, 1998
Exhibit E 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 Farm Dwelling Notice

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P. O. Box 541, Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 4319 filed with the Real Estate Commission on December 14, 1999.

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

[] YELLOW paper stock [X] WHITE paper stock [] PINK paper stock

Additional Information Not Covered Above

- A. The land is zoned "Agricultural" (A-5a) by the County of Hawaii, which designation permits single-family and farm dwellings and related uses set forth in the Zoning Code of the Hawaii County Code, and is not located within the Special Management Area of the County of Hawaii.
- B. Prospective purchasers are advised to consult with the County of Hawaii's Planning Department and Department of Public Works, and the State of Hawaii's Department of Land and Natural Resources, for permitted uses and structures and the construction of improvements on the land prior to purchasing.
- C. Construction of structures and improvements to existing structures must conform to County and State of Hawaii zoning and building ordinances and regulations.
- D. The land areas depicted on the Project Plot Plan (or Condominium Map) submitted to the Real Estate Commission represent limited common elements of approximately 14,835 square feet appurtenant to Unit 1, approximately 1.5 acres or 65,340 square feet appurtenant to Unit 2, approximately 4,966 square feet comprising Common Area A (for access and utility purposes), and approximately 2,354 square feet comprising Common Area B (for utility purposes). These lands do not represent legally subdivided lands.
- E. 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

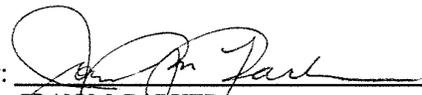
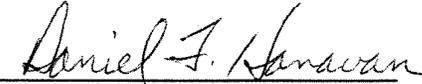
Additional Information Not Covered Above

- F. Building Permits and Construction of Improvements. See Exhibit F attached regarding this subject.
- G. 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.
- H. Pursuant to Sections 16-99-3(g) and 16-99-11(d), Hawaii Administrative Rules (“HAR”), prospective purchasers are hereby advised that Developer/Owner Barrie Parker is a current and active Hawaii-licensed real estate broker (RB-16438), and is associated with Asset Real Estate and Management, Inc., the listing brokerage (RB-16900). 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”, or “For Exchange by Owner”.

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.

Barrie Parker, Joan M. Parker, Richard L. Walton, and Daniel F. Hanavan

Name of Developer

By: 	<u>December 3, 1999</u>
BARRIE PARKER	Date
By: 	<u>December 3, 1999</u>
JOAN M. PARKER	Date
By: 	<u>December 3, 1999</u>
RICHARD L. WALTON	Date
By: 	<u>December 3, 1999</u>
DANIEL F. HANAVAN	Date

Distribution:

Department of Finance, County of Hawaii
Planning Department, County of Hawaii

EXHIBIT A

PROJECT DESCRIPTION, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

PROJECT DESCRIPTION:

The project is comprised of one (1) single-family dwelling building designated as Unit 1, consisting of a one-story apartment, with no basement and a one-car carport and one open (1) parking space appurtenant thereto, which is constructed principally of wood, masonry, concrete flooring, plaster, glass and related building materials, and one (1) residential/ohana dwelling building designated as Unit 2, consisting of a one-story apartment, with no basement and a two-car carport appurtenant thereto, which is constructed principally of wood, masonry, concrete flooring, plaster, glass and related building materials.

DESCRIPTION OF UNITS:

Each unit is located as shown on the Condominium File Plan (See, Exhibit G). Unit 1 contains an apartment consisting of a living/dining/kitchen area, three (3) bedrooms, two (2) bathrooms, a utility area and closets, with a net living floor area of approximately 1,344 square feet, a one-car carport of approximately 336 square feet, a swimming pool of approximately 288 square feet and pool deck area of approximately 400 square feet, storage area of approximately 600 square feet, an open deck area of approximately 712 square feet, and other improvements as shown on the Condominium File Plan, together with an appurtenant limited common element consisting of approximately 14,835 square feet. Unit 2 contains an apartment consisting of a living/dining/kitchen area, three (3) bedrooms, three (3) bathrooms and closets, with a net living floor area of approximately 1,560 square feet, a two-car carport and storage area of approximately 480 square feet, a utility area of approximately 30 square feet, a lanai area of approximately 632 square feet, and other improvements as shown on the Condominium File Plan, together with an appurtenant limited common element consisting of approximately 1.5 acres or 65,340 square feet. Units 1 and 2 have ingress and egress rights directly onto a public street over and across "Common Area A", as shown on the Condominium File Plan.

The approximate net floor area of each apartment and unit as set forth above is measured from the interior surface of the apartment and unit perimeter walls and includes all of the walls and partitions within its perimeter walls.

NOTE: THE FLOOR AREAS SHOWN ARE APPROXIMATE ONLY. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE FLOOR AREA OF ANY PARTICULAR APARTMENT AND UNIT.

UNIT LOCATION AND ACCESS TO COMMON ELEMENTS:

Units 1 and 2 are located as shown on the Condominium File Plan. Each unit has direct access to the common elements of the project.

COMMON ELEMENTS:

The common elements of the project shall specifically include, but are not limited to, the following:

1. The land described in Exhibit "A" of the Declaration, in fee simple.
2. All yards, grounds, landscaped areas, retaining walls, parking areas and driveways around and between the units, which are not limited common elements appurtenant to and for the exclusive use of particular units.
3. All central and appurtenant installations for common services, including power, light, water, telephone and sewer.
4. Any and all apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS:

Certain units shall have appurtenant thereto easements for the exclusive use of certain limited common elements as follows:

1. Limited Common Elements. The limited common element upon which each unit is located, as shown on the Condominium File Plan, is appurtenant to and for the exclusive use of such unit, as follows:

<u>Unit No.</u>	<u>Limited Common Element (approximate land area)</u>
1	14,835 square feet
2	1.5 acres, or 65,340 square feet

“Common Area A”, consisting of approximately 4,966 square feet, and “Common Area B”, consisting of approximately 2,354 square feet, as defined in the Declaration, shall be common areas (and not part of the limited common elements) for use by the owner of each unit for purposes of providing utilities and/or access to his or her respective lot and unit.

EXHIBIT B

LIST OF ENCUMBRANCES

1. Real property taxes as may be due and owing. Check with the County Tax Assessor.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Unrecorded Grant of Easement by Charles Matsumoto and Harue Matsumoto, husband and wife, to Hawaii Electric Light Company, Inc., dated May 24, 1956, as mentioned in instrument recorded in Liber 9167 at Page 2.
4. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

Instrument: Deed
Dated: January 26, 1966
Recorded: Liber 5339, Page 112
5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

Instrument: Declaration of Condominium Property Regime for the "Oneone View"
Condominium Project
Dated: September 26, 1994
Recorded: Document No. 94-174171
Map: 2132 and any amendments thereto

Said Declaration was amended by instrument dated April 30, 1996, recorded as Document No. 96-067010.
6. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

Instrument: By-Laws of the Association of Apartment Owners for "Oneone View"
Condominium Project
Dated: September 26, 1994
Recorded: Document No. 94-174172
7. Grant in favor of Hawaii Electric Light Company, Inc., and GTE Hawaiian Telephone Company, Incorporated, dated March 31, 1995, recorded as Document No. 95-089455, granting a perpetual right and easement to construct, reconstruct, repair, maintain and operate pole and wire lines and/or underground lines, etc. for the transmission and distribution of electricity, etc.

AS TO UNIT 1:

1. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Apartment Deed dated December 13, 1994, as Document No. 94-206757.

2. Mortgage
Mortgagor: Barrie Parker and Joan M. Parker, husband and wife, and Richard L. Walton, married, and Daniel F. Hanavan, unmarried
Mortgagee: Bank of Hawaii, a Hawaii corporation
Dated: December 8, 1994
Recorded: Document no. 94-206758
Amount: \$143,500.00

AS TO UNIT 2:

1. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Apartment Deed dated December 13, 1994, as Document No. 94-206754.

2. Mortgage
Mortgagor: Barrie Parker and Joan M. Parker, husband and wife, and Richard L. Walton, married, and Daniel F. Hanavan, unmarried
Mortgagee: Bank of Hawaii, a Hawaii corporation
Dated: December 8, 1994
Recorded: Document no. 94-206755
Amount: \$212,000.00

EXHIBIT C

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</u>	=	<u>Yearly Total</u>
1			\$ 0.00
2			\$ 0.00

STATEMENT AS TO RESERVE STUDY

THERE WILL BE NO SHARED MAINTENANCE FEES FOR THE PROJECT, GIVEN THE FOLLOWING:

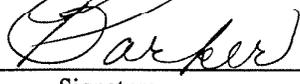
- 1. THERE ARE NO COMMON AREAS SHARED BY THE UNITS, EXCEPT FOR COMMON AREAS A AND B WHICH REQUIRE NO IMMEDIATE MAINTENANCE.**
- 2. UTILITIES WILL BE SEPARATELY METERED OR ASSESSED TO EACH RESPECTIVE UNIT.**
- 3. HAWAII COUNTY REAL PROPERTY TAXES WILL BE ASSESSED SEPARATELY FOR EACH UNIT.**
- 4. UNITS WILL BE SEPARATELY INSURED, AS SET FORTH IN ARTICLE VII OF THE PROJECT BYLAWS.**

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

Estimate of Maintenance Fee Disbursements:

	<u>Monthly</u> x 12 months =	<u>Yearly Total</u>
Utilities and Services		\$ 0.00
Air Conditioning		
Electricity		
<input type="checkbox"/> common elements only		
<input type="checkbox"/> common elements and apartments		
Elevator		
Gas		
<input type="checkbox"/> common elements only		
<input type="checkbox"/> common elements and apartments		
Refuse Collection		
Telephone		
Water and Sewer		
Maintenance, Repairs and Supplies		\$ 0.00
Building		
Grounds		
Management		\$ 0.00
Management Fee		
Payroll and Payroll Taxes		
Office Expenses		
Insurance		\$ 0.00
Reserves (*)		\$ 0.00
Taxes and Government Assessments		\$ 0.00
Audit Fees		\$ 0.00
Other		
TOTAL:		\$ 0.00

I, **BARRIE PARKER**, as developer for **ONEONE VIEW CONDOMINIUM PROJECT**, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.



Signature

December 3, 1999

Date

(*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with Section 514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to Section 514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

EXHIBIT D

SUMMARY OF SALES CONTRACT

The sales contract that will be used will say, in addition to the price, description and location of the apartment, and other terms and conditions under which a buyer will agree to purchase an apartment in the Project, the following:

- (a) What a buyer must do to qualify for a loan if the buyer wants a mortgage loan to cover part of the purchase price.
- (b) That a buyer's money will be held in escrow, under the terms of the escrow agreement.
- (c) That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
- (d) That in the event buyer fails to perform buyer's obligations under the sales contract (seller not being in default), seller may (1) bring an action for damages for breach of contract, (2) retain the initial deposit and all additional deposits provided for herein as liquidated damages, and (3) buyer shall be responsible for any costs incurred in accordance with the sales contract.
- (e) That in the event seller fails to perform seller's obligations under the sales contract (buyer not being in default), buyer may (1) bring an action for damages for breach of contract, (2) seek specific performance of the sales contract, and (3) seller shall be responsible for any costs incurred in accordance with the sales contract.

The sales contract will contain various other provisions which the buyer should become acquainted with.

EXHIBIT E

SUMMARY OF ESCROW AGREEMENT

Deposits a buyer makes under a sales contract will be held by a neutral party ("Escrow"). Under the escrow agreement, the following will or may happen:

- (a) Escrow will collect payments due pursuant to the sales contract.
- (b) Escrow will deposit all monies received pursuant to the sales contract in a special account with a financial institution.
- (c) Escrow will let buyers know when payments are due.
- (d) Escrow will arrange for and supervise the signing of all necessary documents.
- (e) Escrow will refund buyer's deposits, together with written notice of said refund, as soon as possible after buyer and seller notify Escrow in writing that a refund should be made. Refunds will be made without any interest unless the Sales Contract contains different instructions, and less any cancellation fees charged by buyer's lender unless seller instructs Escrow not to charge said cancellation fees.
- (f) Escrow will promptly notify seller if buyer fails to make a payment or is otherwise in default under the Sales Contract, and will deliver buyer's funds to seller as liquidated damages, less an escrow cancellation of not more than \$250.00, after proper notice to buyer of his/her default under the Sales Contract.
- (g) Escrow will disburse buyer's funds only after: (i) The Real Estate Commission has issued a Final Public Report ("Report"); (ii) buyer has been given a copy of the Report, together with a receipt and notice form ("Receipt/Notice"); (iii) buyer has signed said Receipt/Notice, and waived his right to cancel or 30 days have elapsed since his receipt of the Report and Receipt/Notice; iv) seller notifies Escrow in writing that since (i), (ii) and (iii) have occurred, neither buyer nor seller may back out of agreements made in the Sales Contract.

The escrow agreement will contain various other provisions and establishes certain charges with which the purchaser should become acquainted.

EXHIBIT F

BUILDING PERMITS AND CONSTRUCTION OF IMPROVEMENTS

1. Permits. In the securing of any building, zoning and/or land use permits ("Permits") at the County of Hawaii, State of Hawaii, and/or the federal government, and any of its departments, agencies and/or its commissions the Developer, Association and/or the owners of condominium units shall observe the following.

a. Common Elements Improvements. As to any improvements such as the improvement of any roadway and any installation of utilities that are located within the common element areas or if it is necessary to pass over and/or under a limited common element of a condominium unit, the Developer so long as it owns a unit is authorized on behalf of all of the owners to secure the permit or permits required for such improvements (this right shall pass on to the Board of Directors when the Developer no longer owns any units).

b. Limited Common Element Improvements. As to any improvements which will be within the limited common element for an owner, the Developer and thereafter the owner acquiring a conveyance of the condominium unit shall determine and is authorized on behalf of all of the owners to secure the permit or permits and to build the improvements located with the area set aside for the condominium unit, provided that the improvements comply with the Project Rules adopted for the association by the Developer and any amendments thereto. The plans for improvements to any limited common element shall be submitted for approval prior to construction to the Association and to the Developer so long as the Developer owns any condominium unit.

2. Reservations and Power of Attorney. So long as the Developer owns any condominium unit, it reserves the right and has the irrevocable power of attorney coupled with an interest on behalf of all of the owners of condominium units to act on any matter relating to the developing, construction and/or improvement including alteration, demolition and removal to develop and/or construct improvements as follows:

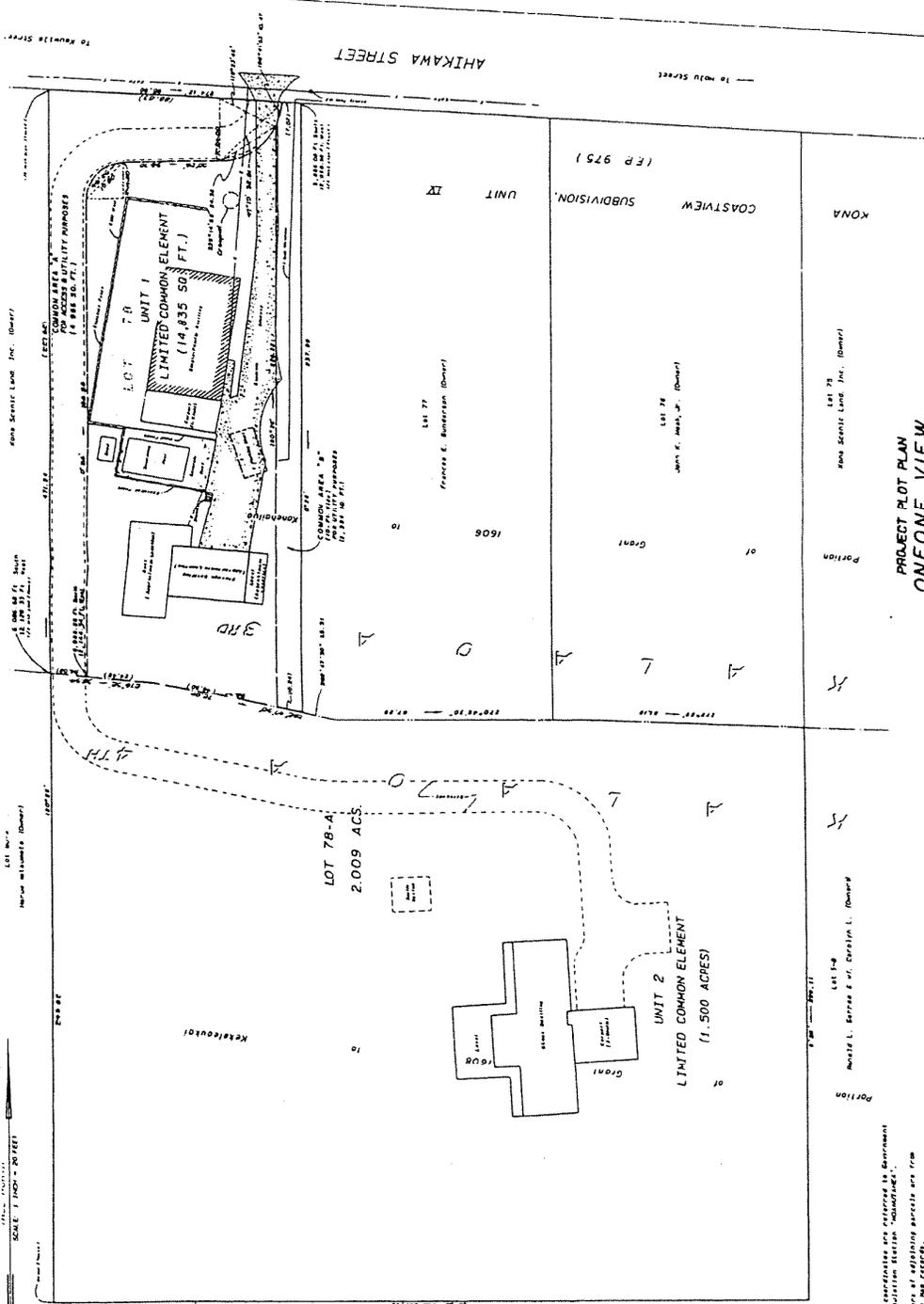
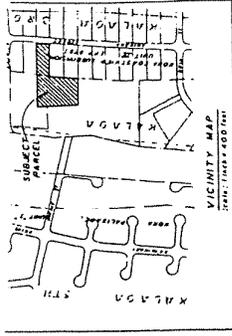
a. Common Elements. As to improvement of the common element and the installation of services, the Developer will advise the Association whether it is being done at Developer's cost and if not, then the Association will have to approve of and consent to the expenditure of the funds necessary to complete the improvements.

b. Limited Common Elements. As to the improvement of the limited common element for any condominium unit, the owner of the same shall have the sole authority to determine the same and/or incur the cost of the improvements provided there is compliance with the Project Rules.

3. Automatic Transfer of Reservations and Power of Attorney.

The Developer by the conveyance of all of the condominium units in the Project will automatically transfer his reservations and power of attorney coupled with an interest to the Association of Apartment Owners and/or Board of Directors as to the application for any permits relating to the common elements and the installation of services.

EXHIBIT G CONDOMINIUM FILE PLAN



PROJECT PLOT PLAN
ONEONE VIEW
CONDOMINIUM PROJECT

SHOWING UNITS 1 AND 2 OF LOT 78-A
Being the Whole of
Kona Coosiview Subdivision, Unit IV (F.P. 975)

and Being Portions of
Grant 1606 to Kanehailua
and Grant 1608 to Kekeleaukai
At Kalaheo 3rd and 4th, North Kona
Island and County of Hawaii, State of Hawaii

- NOTES:
1. All names and coordinates are referred to Government Survey Triangulation Station "KONAHEO".
 2. Names of owners of adjoining parcels are from available tax map records.
 3. This map was prepared from available record information and is not a survey. It is not intended to be used as a legal document. It is subject to change without notice.

SPECIAL NOTATION

The party named herein with respect to the Project Plot Plan, also hereby certifies that the Project Plot Plan is a true and correct copy of the original as shown on the Project Plot Plan and that the Project Plot Plan is a true and correct copy of the original as shown on the Project Plot Plan.

THIS IS A REDUCED MAP.



Prepared For:
Barry J. Barris, et al.
C/O Barry Barris
1000 Kalaheo Street
Kalaheo, Hawaii 96750

Prepared By:
W.S. Roberts, Inc.
75-2222 Kalaheo Street
Kalaheo, Hawaii 96750
Tel: (808) 329-2353
Fax: (808) 329-2374

MADE IN HAWAII
DATE: JAN 26 1993
FILE NO: 93-001
FOR MAP NO. 1-322 IN 1000 SERIES
REVISED: 01-11-1993 (FOLLOWING CHANGE)



Stephen K. Yamashiro
Mayor



Virginia Goldstein
Director

Russell Kokubun
Deputy Director

County of Hawaii

PLANNING DEPARTMENT

25 Aupuni Street, Room 109 • Hilo, Hawaii 96720-4252
(808) 961-8288 • Fax (808) 961-8742

October 11, 1999

Steven S. C. Lim, Esq.
Carlsmith Ball
P. O. Box 686
Hilo, Hawaii 96720

Dear Mr. Lim:

Condominium Conversion
Oneone View Condominiums
Tax Map Key: 7-3-23:10

In response to your letter, we have the following to offer:

1. The subject 2.009 acre parcel is zoned Agricultural - 5 acres (A-5a) by the County and designated Agricultural and Urban by the State Land Use Commission.
2. Building permits taken out for an ohana dwelling (OD 93-92 approved on April 19, 1993), an addition to a garage, a swimming pool/retaining wall, and a detached garage were closed as final inspections were recorded by the Department of Public Works, Building Division.
3. Variances were not required to achieve compliance with the zoning and building ordinances and codes.
4. Our records do not include any reference to non-conforming uses\structures on this property. However, the lot is non-conforming in size with respect to the minimum 5 acres required for the zone district.

EXHIBIT H

Steven S.C. Lim, Esq.
Carlsmith Ball
Page 2
October 11, 1999

5. Chapter 205, HRS does not authorize residential dwellings as a permissible use in the Agricultural District as classified by the State Land Use Commission, unless the dwelling is related to an agricultural activity or is a "farm dwelling." A "farm dwelling" is defined in Section 205-4.5(a)(4) as "a single family dwelling located on and used in conjunction 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. "All property buyers must comply with Chapter 205, HRS.
6. The Hawaii County Code, Chapter 25, Zoning, Section 25-5-77(b),(c) and (1) states the following:
 - (b) One (1) single-family dwelling or one (1) farm dwelling shall be permitted on any building site in the A district. A farm dwelling is a single-family dwelling that is located on or used in connection with a farm or if the agricultural activity provides income to the family occupying the dwelling.
 - (c) Additional farm dwellings may be permitted in the "A" district only upon the following conditions:
 - (1) A farm dwelling agreement for each additional farm dwelling, on a form prepared by the director, shall be executed between the owner of the building site, any lessee having a lease on the building site with a term exceeding one (1) year from the date of the farm dwelling agreement, and the County. The agreement shall require the dwelling to be used for farm-related purposes.

It should be clearly understood that the mere submittal of an application for an additional farm dwelling agreement does not guarantee approval.

All property buyers must comply with Chapter 25 of the Hawaii County Code.

Steven S.C. Lim, Esq.
Carlsmith Ball
Page 3
October 11, 1999

Should you have questions, please do not hesitate to contact this office at 961-8288.

Sincerely,



VIRGINIA GOLDSTEIN
Planning Director

ETI:gp

F:\WPWIN60\ETI\CPR\LIM.003

c: Mr. Kalani Schutte, Deputy - Finance Dept.
Mr. Milton Pavao, Manager - DWS