

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer: PENNY H. LUM and CALVIN K. LUM, Trustees of the Lum Family Trust dated 1/12/92, BRUCE SUN FOOK HO and SARAH ADELE HOFFMAN HO

Address 82-992 Coffee Drive, Captain Cook, HI 96750

Project Name(*): THE PLACE

Address: Lot 24, Hualalai Farms, North Kona, Hawaii

Registration No. 4529

Effective date: February 22, 2001

Expiration date: March 22, 2002

Preparation of this Report

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

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

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

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

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

Type of Report:

PRELIMINARY: (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.

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

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

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

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

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

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

SPECIAL ATTENTION

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

1. There are presently no residential structures on the property. Both Unit 1 and Unit 2 are agricultural buildings, which may be defined as an "apartment" under the condominium property act.
2. This public report does **not** constitute an approval of the project by the Real Estate Commission or any other government agency, nor does it warrant that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.
3. The land area beneath and immediately appurtenant to each unit is designated a **LIMITED COMMON ELEMENT** and is **not** a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

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 owner/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 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: PENNY H. LUM and CALVIN K. LUM, Trustees of the Lum Family Trust dated 1/12/92, BRUCE SUN FOOK HO and SARAH ADELE HOFFMAN HO Name* 82-992 Coffee Drive Business Address Captain Cook, HI 96750 Phone: (808) 328-8143 (Business)

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

N/A

Real Estate Broker*: None selected-See page 20. Name Business Address Phone: (Business)

Escrow: TITLE GUARANTY ESCROW SERVICES, INC. Name 75-170 Hualalai Rd., Suite C-310 Kailua-Kona, HI 96740 Business Address Kailua-Kona, HI 96740 Phone: (808) 329-6666 (Business)

General Contractor*: Roger Pammer Name P. O. Box 1956 Kealahou, HI 96750 Business Address Phone: (808) 328-9427 (Business)

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

Attorney for Developer: WALLACE H. GALLUP, JR. Name 75-5591 Palani Rd., Suite 3007 Kailua-Kona, HI 96740 Business Address Phone: (808) 329-5014 (Business)

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

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

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

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

The Declaration for this condominium is:

Proposed
 Recorded - Bureau of Conveyances Document No. _____
Book _____ Page _____
 Filed - Land Court Document Number 2657288

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 Condominium Map No. _____
 Filed - Land Court Condominium Map No. 1376

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. _____
Book _____ Page _____
 Filed - Land Court Document Number 2652789

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>65%</u>
House Rules	---	<u>Majority Vote of Board of Directors</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 includes the underlying land, will be in fee simple.
- Leasehold or Sub-leasehold: Individual apartments and the common elements, which includes 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 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 Sub-leasehold:

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

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

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

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

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

Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

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

B. Underlying Land:

Address: Lot 24, Hualalai Farms. Tax Map Key: (3) 7-5-013-047
North Kona, Hawaii (TMK)

Address TMK is expected to change because N/A

Land Area: 5.079 square feet acre(s) Zoning: A-5a

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: See Section 12.13 of the Bylaws
- Number of Occupants: _____
- 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>Net Other Area (sf)</u>	<u>Identify</u>
<u>Unit 1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>48</u>	<u>Shed</u>
<u>Unit 2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>48</u>	<u>Shed</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments 2

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls. The floor areas shown are approximate only.

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. Developer makes no representations or warranties as to the floor area of any particular apartment.

Boundaries of Each Apartment:

Each unit includes the entirety of all buildings and structures that are on the limited common element which is appurtenant to a unit, including the foundations, 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 unit, and all fixtures originally installed in the unit. Each unit shall not include any pipes, shafts, wires, conduits or other utility or service lines running through such unit which are utilized for or serve more than one unit, the same being deemed common elements as hereinafter provided.

Permitted Alterations to Apartments:

See Exhibit "B"

Apartments Designated for Owner-Occupants Only:

N/A

7. Parking Stalls:

Total Parking Stalls: 4

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)	<u> </u>	<u>2*</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>4</u>
Guest	<u> </u>						
Unassigned	<u> </u>						
Extra for Purchase	<u> </u>						
Other*	<u> </u>						
Total Covered & Open:	<u>4</u>	<u> </u>	<u>0</u>	<u> </u>	<u>0</u>	<u> </u>	<u>4</u>

Each Unit has ample area within its Limited Common Element land area for 2 or more parking spaces. 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

Recreation Area

Laundry Area

Tennis Court

Trash Chute/Enclosure(s)

Other: _____

There are no violations.

Violations will not be cured.

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

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

(For conversions of residential apartments in existence for at least five years):

(Not Applicable.)

11. Conformance to Present Zoning Code

- a. No variances to zoning code have been granted.
 Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u> X </u>	<u> </u>	<u> </u>
Structures	<u> X </u>	<u> </u>	<u> </u>
Lot	<u> X </u>	<u> </u>	<u> </u>

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

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

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

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

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

described in Exhibit C .

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 D.

as follows:

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

described in Exhibit E.

as follows:

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

Exhibit F describes the encumbrances against the title contained in the title report dated November 3, 2000 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>	Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is <u>Foreclosed Prior to Conveyance</u>
Mortgage(s)	Lender has priority over Buyer's rights under a sales contract, and has a right to terminate sales contracts upon foreclosure of its mortgage before an apartment sale is closed. Should the lender terminate Buyer's sales contract, Buyer shall be entitled to a refund of all deposits, less escrow cancellation fee.

Note: At the time of the first conveyance of each apartment, the blanket lien(s) shall be released of record from the apartment being conveyed and its appurtenant common 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:
NONE
2. Appliances:
NONE

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

Each of the two units were completed in the year 2000. A building permit was obtained for each of the two units but a notice of completion was not filed when the units were substantially completed. Developer will guarantee purchasers that the units are free of all claims, including, but not limited to, any mechanic's and materialmen's lines.

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, deletions, 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:

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, a lien may be placed on your apartment and the apartment may be 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 G* contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

*NOTE: Developer has not conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

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

Specimen Sales Contract

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

Escrow Agreement dated August 7, 2000

Exhibit I 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 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 Declaration of Covenants, Conditions and Restrictions for the Hualalai Farms Subdivision (See Exhibit "J")

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 a part of Registration No. 4529 filed with the Real Estate Commission on November 17, 2000.

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C. **Additional Information Not Covered Above**

1) **Disclosure re: Selection of Real Estate Broker:** The Developer(s), Bruce Sun Fook Ho and Sarah Adele Hoffman Ho, do not presently intend to use a Real Estate Broker for the sale of apartments in the project at this time.

In the event the Developer chooses to use a Real Estate Broker for the sale of an apartment, prior to entering into a binding contract for such sale the Developer shall (1) submit to the Real Estate Commission a duly executed copy of a Broker Listing Agreement with a Hawaii-licensed Real Estate Broker, together with a duly executed Disclosure Abstract identifying the designated Broker, and (2) provide a copy of the Disclosure Abstract to the Purchaser together with a copy of this Public Report.

The Developer(s), Penny H. Lum and Calvin K. Lum, as Trustees, have not selected a Real Estate Broker for the sale of apartment units in the project at this time.

In the event the Developer chooses to use a Real Estate Broker for the sale of an apartment, prior to entering into a binding contract for such sale the Developer shall (1) submit to the Real Estate Commission a duly executed copy of a Broker Listing Agreement with a Hawaii-licensed Real Estate Broker, together with a duly executed Disclosure Abstract identifying the designated Broker, and "Trustees" as an "Owner" as defined under Section 467-2(1), Hawaii Revised Statutes; and (2) provide a copy of the Disclosure Abstract to the Purchaser together with a copy of this Public Report.

If the Co-Developers, as owners, choose to represent themselves in the sale of any apartment, said abstract need not be given to the purchaser, as all necessary disclosures are covered in this report.

2) **Disclosure re: Replacement Reserves Study:** Mandatory reserves assessments and collection in effect beginning 1994 budget year. The Developers have not had a reserves study done in accordance with Hawaii Revised Statutes Section 514A-83.6 and Hawaii Administrative Rules, Chapter 107, as amended, in that there are no common elements in this project which are going to be maintained by the Association, as reflected in Exhibit "G".

3) **Disclosure re: Access to Public Highway:** The land on which this project is located fronts on a private subdivision road known as Hahai Street which connects to Mamalahoa Highway which is a public highway. The Hualalai Farms subdivision in which this project is located is a "gated" community with the gate being located at the point that Hahai Street connects to Mamalahoa Highway.

4) **Disclosure re: Use of Existing Apartments:** The property is zoned for agriculture. The two existing apartments were designed and built to be used for agricultural greenhouse, not residential apartments, and they may not be used for residential purposes. The apartments may not be used for any trade or business that is not related to an agricultural use of the property.

5) **Residential Dwellings within State Land Use Agricultural District:** The Hawaii County Planning Department is requiring applicants for the first building permit of land zoned for agricultural 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 \$5,000.00. 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 \$5,000.00 for any additional violation.

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

Signature of Applicant

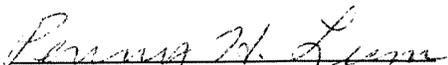
Signature of Witness

Applicants for the second building permit for a dwelling on land zoned for agriculture are required to comply with the provisions of Chapter 25, Article 6, Division 3 of the Hawaii County Code, as amended, and Rule 13 of Planning Department Rules, as amended. A brief summary of some of their provisions may be found on Exhibit "K".

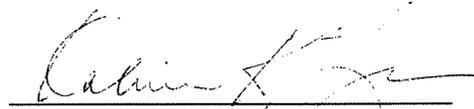
A copy of the County of Hawaii Planning Department Additional Farm Dwelling Agreement form is attached as Exhibit "L".

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

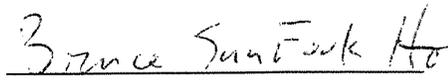
PENNY H. LUM and CALVIN K. LUM,
Trustees of the Lum Family Trust dated January 12, 1992
and
BRUCE SUN FOOK HO and SARAH ADELE HOFFMAN HO
 Printed Name of Co-Developers


PENNY H. LUM, Trustee aforesaid
 Co-Developer

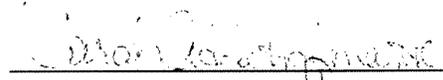
11/15/00
 Date


CALVIN K. LUM, Trustee aforesaid
 Co-Developer

11/15/00
 Date


BRUCE SUN FOOK HO
 Co-Developer

11/15/00
 Date


SARAH ADELE HOFFMAN HO
 Co-Developer

11/15/00
 Date

Distribution:

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

EXHIBIT A

DESCRIPTION OF BUILDINGS

The project consists of two (2) buildings, located as shown on the Condominium Map. Each building contains one (1) agricultural apartment ("unit") consisting of one (1) story or level. Each building is constructed principally of wood and shade cloth. Neither of the buildings have a basement.

EXHIBIT B

ALTERATIONS OF PROJECT

Paragraph L of the Declaration provides as follows:

1. **By Unit Owner.** Each unit owner shall have the right at the unit owner's 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 unit or any other persons or entity, to construct, improve, renovate, remodel, make additions to, enlarge, remove, replace, alter, or restore the improvements to or in his unit or portions thereof or upon the yard appurtenant to his unit (collectively, the foregoing are referred to as "alterations"). Each unit owner shall have the right without the consent or joinder of any other person to amend this Declaration and the Condominium Map to accomplish any such alterations. If required by the Act, promptly upon completion of such alterations the owner of the altered unit shall duly record such amendment to this Declaration in the Land Court and the Bureau of Conveyances, together with a complete set of the floor plans of such unit as so altered, certified by a registered architect or professional engineer to fully and accurately depict the altered portions of the property as built. If required by the Act, the board shall be deemed to approve of all such alterations. All existing unit owners and all future unit owners and their mortgagees, by accepting an interest in a unit, consent to all such alterations and agree to give and shall be deemed to have given the owner of the altered unit a power of attorney to execute an amendment to the Declaration solely for the purpose of describing the alterations to such unit in the Declaration so that the owner of the altered unit shall hereafter have a power of attorney from all the other unit owners to execute such amendment to the Declaration. This power of attorney shall be deemed coupled with each owner's interest in his unit (including his common interest) and shall be irrevocable.

2. **Restrictions on Alterations.** Any alterations to a unit pursuant to this paragraph L shall be subject to the following conditions:

(a) All building plans for any such alterations shall conform with State and County land use, building and zoning laws and other applicable County ordinances and regulations, as well as the restrictive covenants, if any, described in Exhibit "A".

(b) Any alterations to a unit pursuant to this paragraph L shall be subject to the following conditions:

(i) All building plans for any such alterations shall conform with State and County land use, building and zoning laws and other applicable County ordinances and regulations, as well as the restrictive covenants, if any, described in Exhibit "A".

(ii) Such alterations may decrease or increase the size of the affected unit, provided that no alteration shall extend or place the unit outside of the limits of the yard appurtenant to such unit. All improvements (exclusive of fences, walls and/or driveways) constructed after the date of this Declaration shall maintain a minimum setback of thirty (30) feet from the common dividing line between the individual limited common element land area as shown on the Condominium Map.

(iii) All such alterations shall be at the sole expense of the unit owner making the change and shall be completed within one year of the commencement thereof and in a manner that will not unreasonably interfere with the other unit owner's use of his unit or yard or easement rights.

(iv) Each and every conveyance, lease and mortgage or other lien made or created on any unit and all common interests and other appurtenances thereto shall be subject to the provisions of this paragraph and any lease of a unit shall reserve to all unit owners the rights set forth in this paragraph.

EXHIBIT C

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", in fee simple;
2. All ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, water, gas, sewage, irrigation, telephone and television cable;
3. 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.

EXHIBIT D

LIMITED COMMON ELEMENTS

Certain parts of the common elements, referred to as the "limited common elements," are designated and set aside for the exclusive use of certain units, and such units shall have appurtenant easements for the exclusive use of such limited common elements. The limited common elements are described in the Declaration as follows:

PRIVATE LAND AREA OR YARD:

Certain land area of the project, located as shown on the condominium map and designated thereon as limited common element, together with all improvements thereon, is appurtenant to and for the exclusive use of each unit as designated on the condominium map.

<u>Unit No.</u>	<u>Private land area (approx. land area)</u>
1	2.343 acres as shown on the Condominium Map.
2	2.344 acres as shown on the Condominium Map.

NOTE: The boundaries of the yard area appurtenant to each unit, as shown on the Condominium Map **do not** represent County-approved subdivided lots. Such boundaries serve only to delineate the limited common element yard area appurtenant to each unit.

Water Meter and Waterlines: Each unit is or will be served by a separate waterline which is appurtenant to and for the exclusive use of the unit to which it is attached. Each waterline is or will be connected to a sub-meter which is in turn connected to a common water meter which is connected to the private water system that serves the subdivision of which the Project is a part. The sub-meter and waterline which lies between it and Unit 1 shall be considered to be a limited common element appurtenant to Unit 1. The sub-meter and waterline which lies between it and Unit 2 shall be considered to be a limited common element appurtenant to Unit 2.

Sewage System and Sewerlines: Each unit is or will be served by a separate sewage disposal system and sewer line which is appurtenant to and for the exclusive use of the unit to which it is attached.

EXHIBIT E
COMMON INTERESTS

<u>Unit No.</u>	<u>Undivided Common Interest</u>
1	50%
2	50%

EXHIBIT F

ENCUMBRANCES AGAINST TITLE

1. Any and all Real Property Taxes that may be due and owing, reference is made to the Director of Finance, County of Hawaii.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. DESIGNATION OF EASEMENT "5" for access and utility purposes shown on Map 2, as set forth in Land Court Order No. 57501.
4. DESIGNATION OF EASEMENT "15" (30 feet wide) for utility purposes shown on Map 2, as set forth in Land Court Order No. 57501.
5. DESIGNATION OF EASEMENT "16" (30 feet wide) for utility purposes shown on Map 2, as set forth in Land Court Order No. 57501.
6. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, dated June 12, 1980, filed as Land Court Document No. 1017228 and recorded in Liber 14793 Page 671. Said Declaration was amended by instrument dated July 14, 1989, recorded in Liber 23704 at Page 326.
7. GRANT to FLOYD GERALD BLOSS and LYLA ELAINE BLOSS, husband and wife, and SPALDING REALTY and McMAHON REALTY, both Hawaii corporations, dated, June 10, 1980, filed as Land Court Document No. 1027530 and recorded in Liber 14932 at Page 599 granting an easement over and across said above Easement 5.
8. GRANT to HAWAII ELECTRIC LIGHT COMPANY, INC., and GTE HAWAIIAN TELEPHONE COMPANY, dated June 2, 1980, filed as Land Court Document No. 1028974 granting a perpetual easement for electrical purposes over and across said above Easements 5, 15 and 16.
9. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in WATER SYSTEM, ROADWAY AND UTILITY SYSTEM AGREEMENT, dated June 25, 1980, filed as Land Court Document No. 1043808 and recorded in Liber 15169 at Page 430.
10. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in WATER SYSTEM, ROADWAY AND UTILITY EASEMENT AGREEMENT, dated September 29, 1981, filed as Land Court Document No. 1101630.
11. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in WATER SYSTEM, ROADWAY AND UTILITY EASEMENT AGREEMENT, dated September 29, 1981, filed as Land Court Document No. 1101634.
12. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in ADDITIONAL FARM DWELLING AGREEMENT dated May 12, 2000, filed as Land Court Document No. 2646386 and recorded as Document No. 2000-118477.
13. Condominium Map No. 1376.
14. Declaration of Condominium Property Regime of The Place, dated June 2, 2000, filed as Land Court Document No.2657288.
15. Bylaws of the Association of Unit Owners of The Place filed as Land Court Document No.2657289.

EXHIBIT G

ESTIMATED MAINTENANCE FEES

The regular maintenance and repair of each unit and appurtenant limited common elements shall be the sole responsibility of each respective unit owner. Section 514A-86, Hawaii Revised Statutes, requires that the association purchase fire insurance to cover the improvements portion of the project. The Declarant anticipates that the association will elect to require each owner to obtain separate fire insurance and liability policies for his respective unit pursuant to Article 7 of the Bylaws. As such, premiums for such policies will be the individual responsibility of each unit owner.

Expenses relating to maintenance, upgrade and/or repair of the land area designated as "Common Element" on the Condominium Map, shall be common expenses to be shared equally by all unit owners on an as needed basis. The Declarant does not anticipate that a monthly maintenance fee will be required for the maintenance and/or repair of the land area which is designated as "Common Area 1" on the Condominium Map, which is a common driveway, but rather anticipates that a special assessment would be made at such time(s) in the future as "Common Area 1" is in need of maintenance, upgrade and/or repair. The land area which is designated as "Common Area 2" on the Condominium Map is encumbered by a roadway easement in favor of all lots within the subdivision in which this project is located and thus is maintained by the Hualalai Farms Community Association at its expense.

The Hualalai Farms Community Association ("HFCA") assesses each lot within the Hualalai Farms subdivision in which this project is located with an annual assessment which at present is set at \$475.00 per annum payable in one installment each year which fee Declarant is advised by HFCA will be doubled commencing on January 1, 2001 which is when the HFCA will begin to treat the project as consisting of two "lots". HFCA has the right to increase its annual assessment and also to impose special assessments from time to time. In 1999 there was a special water assessment of \$300.00. The owner of Unit 1 will be required to pay 50% of any such assessments and the owner of Unit 2 will be required to pay 50% of any such assessments.

Water usage by each unit will be separately metered and paid for directly to the Hualalai Farms Community Association which runs the private water system which serves the Hualalai Farms subdivision. Declarant is not able to estimate what the cost of water will be for each unit in that it may vary widely depending on the extent of irrigation that an owner of a unit may choose to employ as a part of any farm activity taking place on the land which is appurtenant to the owner's unit.

Declarant hereby certifies that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally acceptable accounting principles.

Penny H. Lum 1-19-01
PENNY H. LUM, Trustee aforesaid
Declarant Date

Calvin K. Lum 1-19-01
CALVIN K. LUM, Trustee aforesaid
Declarant Date

Bruce Sun Fook Ho 1-19-01
BRUCE SUN FOOK HO
Declarant Date

Sarah Adele Hoffman Ho 1-19-01
SARAH ADELE HOFFMAN HO
Declarant Date

EXHIBIT H

SUMMARY OF SALES CONTRACT

The Condominium Deposit Receipt and Sales Contract (the "Sales Contract") contains the price and other terms and conditions under which a purchaser will agree to buy a unit in the Project. Among other things, the Sales Contract states:

- (a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of a unit.
- (b) That the purchaser acknowledges having received and read a public report (either preliminary or final) for the Project prior to signing the Sales Contract.
- (c) That the Developer makes no representations concerning rental of a unit, income or profit from a unit, or any other economic benefit to be derived from the purchase of a unit.
- (d) That the purchaser's money will be held in escrow, under the terms of the Escrow Agreement.
- (e) Requirements relating to the purchaser's financing of the purchase of a unit.
- (f) That the unit and the Project will be subject to various other legal documents which the purchaser should examine, and that the Developer may change these documents under certain circumstances.
- (g) That the Developer makes no warranties regarding the unit, the Project or anything installed or contained in the unit or the Project.
- (h) That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
- (i) That the purchaser will not receive interest on deposits made under the Sales Contract.
- (j) In the event of a default by the purchase under the Sales Contract, the Declarant may, in addition to other remedies, be entitled to all deposits paid by the purchaser as liquidated damages.

The Sales Contract contains various other important provisions relating to the purchase of a unit in the Project. It is incumbent upon purchasers and prospective purchasers to read with care the specimen Sales Contract on file with the Real Estate Commission.

EXHIBIT H

EXHIBIT I

SUMMARY OF ESCROW AGREEMENT

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

- (a) Escrow will let the purchaser know when payments are due.
- (b) Escrow will arrange for the purchaser to sign all necessary documents.
- (c) The purchaser will be entitled to a refund of his or her funds only under certain circumstances as set forth in the Sales Contract. Escrow agrees to make any refunds as soon as possible after the Purchaser and Seller notify escrow in writing that a refund should be made. No refund will be made to any Purchaser who asks for them unless escrow receives written approval from the Seller. The refunds will be made without any interest unless the Sales Contract contains different instructions.

The Escrow Agreement also establishes the procedures for the retention and disbursement of a purchaser's funds and says what will happen to the funds upon a default under the Sales Contract. In particular, the Escrow Agreement that provides escrow may disburse the Purchaser's funds after: (i) the Real Estate Commission has issued a Final Public Report (the "Final Report") on the project; and (ii) the Purchaser has been given a copy of the Final Report together with a Receipt and Notice of Right to Cancel form which complies with section 514A-62 of the condominium law; and (iii) the Purchaser has signed the receipt and notice form and waived his right to cancel or thirty days have elapsed since the Purchaser received a copy of the Final Report and receipt and notice form; and (iv) the Seller notifies Escrow in writing that, since the things described in (i), (ii) and (iii) above have happened, neither the Purchaser nor the Seller may back out of the agreements they made in the Sales Contract. In the same written notice, the Seller shall notify Escrow either that the time in which the Seller or the Purchaser could back out of the agreements in the Sales Contract has passed, or that the Seller and the Purchaser have said that they will not back out of the agreements in the Sales Contract; and (v) the Seller's attorney advises Escrow that the Sales Contract has become effective and the requirements of Sections 514A-40 and 514A-63 of the condominium law have been met, as provided for in Section 514A-65 of the condominium law; and (vi) completion of the project improvements by the Seller such that none of the Purchaser's money shall be disbursed by Escrow to pay for construction costs.

The Escrow Agreement also establishes the procedure to be followed on the Purchaser's default and in the event of a default on the Purchaser's deposits which procedures, in effect, are as follows: Escrow will notify the Seller and the Purchaser promptly if the Purchaser fails to make a payment or is otherwise in default under the Sales Contract (to the knowledge of Escrow). The Seller will notify Escrow in writing if a Purchaser has defaulted or not done something that the Purchaser promised to do in the Sales Contract. The Seller will tell Escrow in the same letter that, because the Purchaser has defaulted, the Seller is canceling the Sales Contract and will give Escrow a copy of the letter that the Seller delivered in person or sent by registered or certified mail to the Purchaser, telling the Purchaser of the default and cancellation. The Seller will also give Escrow a copy of a receipt signed by the Purchaser or the registered or certified mail return receipt. Escrow will then send a letter to the Purchaser by registered or certified mail, informing the Purchaser that the Seller has canceled the Sales Contract because of the default. Escrow will wait for fifteen days after the date which shows on the return receipt as the date when the Purchaser got Escrow's letter or the date which shows the last time that the post office tried to deliver the letter. If Escrow does not hear from the Purchaser during that time, Escrow may deduct its cancellation fee from the Purchaser's funds and treat the Purchaser's funds which are left as belonging to the Seller. If the Purchaser tells Escrow that the Purchaser has not defaulted or tells Escrow not to do anything with the Purchaser's funds, then Escrow may file an interpleader action to have the disagreement settled by the Courts and deposit the Purchaser's funds with the Court or deliver the funds to the Seller.

The Escrow Agreement contains various other important provisions and establishes certain charges with which a purchaser should be familiar. It is incumbent upon purchasers and prospective purchasers to read with care the executed Escrow Agreement on file with the Real Estate Commission.

EXHIBIT I

EXHIBIT J

SUMMARY OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HUALALAI FARMS SUBDIVISION

THE PLACE Condominium Project is subject to that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") for the Hualalai Farms Subdivision of which THE PLACE Condominium Project is a part, which Declaration is dated June 12, 1980, and is recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14793, Page 671, and was amended by instrument dated July 14, 1989, and recorded in said Bureau in Liber 23704, Page 326, and which, among other things, in summary provides as follows:

1. Before any building, garage, wall or fence is erected or maintained upon the property or any alteration made thereto, a duplicate set of plans and specifications relating to the construction work shall be submitted to a committee to be known as the "Architectural Committee" together with an application fee of \$100. The Board of Directors of the Hualalai Farms Community Association may establish in addition to the application fee a schedule of fees for services by the Architectural Committee and such fees shall be payable in advance by the applicants.

2. No structure of any kind shall be erected upon any lot within the subdivision until the plans therefore and location of the structures on the lot, or lots, have been approved in writing by the Architectural Committee.

3. The Declaration also contains provisions concerning the uses that may be made of a lot in the subdivision, the minimum size dwelling that may be erected upon a lot and the type of materials that may be used in the construction of any improvements upon a lot as well as provisions concerning foundations, driveways and roofs. Additionally, the Declaration contains provisions dealing with temporary structures, nuisances, signs and specifies certain activities which are not allowed upon a lot.

4. The Declaration also contains provisions dealing with the road and utility easement which serves the subdivision, and requires owners of lots to become members of the Hualalai Farms Community Association and pay such assessments as are assessed by that Association which assessments become a lien upon a lot if not paid when due.

EXHIBIT "K"

Farm Dwelling Agreement

Notice – the following is presented for informational purposes only. It is not intended to be legal advice, and it is not exhaustive of the subject. Anyone whose plans may be affected or limited by the Hawaii County Zoning Code or the Planning Commission Rules is urged to (1) consult their attorney, (2) consult with the County of Hawaii Planning Department, or (3) otherwise obtain a complete understanding on how the County of Hawaii Zoning Code, Building Code and the Planning Commission Rules may affect their plans for development.

Farm Dwelling Agreement

A party seeking a building permit for the second dwelling on the project must enter into a Farm Dwelling Agreement with the Planning Director of the County of Hawaii. The agreement is supplied by the County of Hawaii Planning Department, and you are urged to obtain a copy of the agreement and read it before you commit yourself to purchasing this condominium apartment. In addition to signing the Farm Dwelling Agreement the landowner or lessee is required to provide:

- a. A notarized affidavit that the additional dwelling(s) shall be used for farm related purposes.
- b. Name and address of the landowner or lessee, if the latter has a lease on the building site with a term exceeding one year from the date of the farm dwelling agreement.
- c. Written authorization of the landowner if the request is filed by the lessee
- d. The landowner or lessee shall submit an agricultural development and use program, farm plan, or other evidence of the applicant's continual agricultural productivity or farming operation within the County. Such plan shall also show how the farm dwelling(s) will be utilized for farm-related purposes. To verify the applicant's engagement in any agricultural productivity or farming operation, the following evidences may be submitted:
 1. State of Hawaii Department of Taxation's Gross Income License.
 2. Approved agricultural dedication from the County of Hawaii Department of Finance, Real Property Tax Division.
 3. Receipts of income received from sale of agricultural products.

The County of Hawaii Zoning Code and the Planning Commission Rules may amend and other or additional requirements or limitations may be placed on your ability to build a dwelling on the subject property.

END EXHIBIT "K"

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this _____ day of _____, 19____,
by and between _____ herein called the
"First Party," whose mailing address is _____
_____ and the COUNTY OF HAWAII, herein called the "Second Party."

IT IS HEREBY AGREED that the First Party may construct an additional farm dwelling
located on the property described by Tax Map Key _____
situated within the State Land Use _____ district
and zoned _____ by the Second Party.

IT IS HEREBY ACKNOWLEDGED that the First Party is the _____
(legal owner/lessee)
of the property above described.

IT IS HEREBY FURTHER AGREED that this approval to construct an additional farm
dwelling is given subject to the following conditions:

1. The additional farm dwelling shall be used to provide shelter to only person(s)
involved in the agricultural or farm-related activity on the building site.
2. The agreement shall run with the land and apply to all persons who may now or in
the future use or occupy the additional farm dwelling.
3. The landowner or lessee shall record the approved Additional Farm Dwelling
Agreement with the State of Hawaii, Bureau of Conveyances and/or with the

Land Court System within thirty days from the date of receipt of approval. A copy of the recorded Additional Farm Dwelling Agreement shall be submitted to the Planning Director of the County of Hawaii prior to approval of the building permit.

IT IS HEREBY FURTHER AGREED that if this agreement is with a lessee, the legal owner shall be a party to this agreement.

IT IS HEREBY FURTHER AGREED that should the pertinent provisions of the State and County laws and rules and regulations change to authorize said farm dwelling, upon request of the First Party, this Agreement may be reconsidered for possible amendment and/or severance.

IT IS HEREBY FURTHER AGREED that if the property is situated within the State Land Use Agricultural district, the Second Party may impose a fine of not more than \$5,000 for violation of Section 205-4.5, Hawaii Revised Statutes. If the violation is not corrected within six months of such citation and the violation continues, a citation for a new and separate violation may be imposed. There shall be a fine of not more than \$5,000 for any additional violation. The Second Party may also impose fines for any violation of Chapter 25, Hawaii County Code, as amended, in accordance with the procedures and fine schedule outlined in Division 3, Article 2, of said code.

IN CONSIDERATION OF THE AFORESAID, the Second Party hereby approves this Agreement as being in conformity with Sections 205-2 and 205-4.5 of the Hawaii Revised Statutes, relative to permitted uses within the State Land Use Agricultural district. This Agreement is also in conformance with Chapter 25, Hawaii County Code, as amended.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

FIRST PARTY

(Legal Owner)

(Lessee)

SECOND PARTY

Planning Director
County of Hawaii Planning Department

END EXHIBIT "L"