CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer **JEFFREY M. CITRON and JANICE A. CITRON**
Address P.O. Box 982, Captain Cook, HI 96704

Project Name (*): **CITRON ESTATES**
Project Address: 81-1043 Captain Cook Rd., Captain Cook, HI 96704

Registration No. 5178 (Partial Conversion)

Effective date: September 29, 2003
Expiration date: October 29, 2004

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes. 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.
FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required and attached to this report [**X**] 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.

[**X**] No prior reports have been issued by the developer.

[ ] Changes made are as follows:

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT, **not** a subdivision. It does not involve the sale of individual subdivided lots. 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.

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

2. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for, and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

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

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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 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 they 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 a 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: **JEFFREY M. CITRON and JANICE A. CITRON** Phone: (808) 322-3677 (Business)
Name*

P.O. Box 982, Captain Cook, HI 96704
Business Address

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*: **LU-AL, INC., dba LIVINGSTON REALTY (Unit 1)** Phone: **(808) 936-1890** (Business)
Name (see page 20 also)
79-7378 Mamalahoa Highway
Kealakekua, HI 96750
Business Address

Escrow: **TITLE GUARANTY ESCROW SERVICES, INC.** Phone: **(808) 329-6666** (Business)
Name
75-170 Hualalai Rd., Suite C-210
Kailua-Kona, HI 96740
Business Address

General Contractor*: **SYLVESTER W. TAKAKI, as to Unit 1** Phone: **(808) 987-5777** (Business)
Name
dba Sylvester Takaki General Contractor
Captain Cook, HI 96704
Business Address

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

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

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
[X] Recorded - Bureau of Conveyances Document No. 2003-144397
Book _____ Page _____

[ ] Filed - Land Court Document Number _____

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
[X] Recorded - Bureau of Conveyances Condo. Map No. 3613
[ ] 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
[X] Recorded - Bureau of Conveyances Document No. 2003-144398
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 [X] Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents**

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

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

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%*	**100%**
Bylaws	65%	**65%**
House Rules	---	**N/A**

* 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.

[X] Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

Any time prior to the first recording in the Bureau of Conveyances of the State of Hawaii of a conveyance or transfer (other than for security) of a unit and its appurtenances to a party not a signatory to the Declaration, the Developer may amend the Declaration, the Bylaws and/or the Condominium File Plan in any manner without approval or consent of any unit purchaser.

III. THE CONDOMINIUM PROJECT

A. **Interest to be Conveyed to Buyer:**

[X] 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 sub-lessor 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 provisions.

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: 81-1043 Captain Cook Rd., Captain Cook, HI 96704 Tax Map Key: (3) 8-1-013:023 (TMK)

[ ] Address [ ] TMK is expected to change because **N/A**

Land Area 17,081 [X] square feet [ ] acre(s) Zoning: RS-15

Fee Owner: JEFFREY M. CITRON and JANICE A. CITRON
Name

P.O. Box 982, Captain Cook, HI 96704
Address

Lessor: N/A
Name

Address

C. Buildings and Other Improvements:

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

2. Number of Buildings: **2** Floors Per Building **Unit 1: 1; Unit 2: 2**

   [x] Exhibit **" A "** contains further explanations.

3. Principal Construction Material:

   [ ] Concrete [ ] Hollow Tile [X] Wood

   [**X**] Other **Glass and Other related building materials**

4. Permitted Uses by Zoning:

		No. of Apts.	Use Permitted by Zoning	
[x]	Residential	2	[x] Yes	[ ] No
[ ]	Commercial		[ ] Yes	[ ] No
[ ]	Mix Res/Comm		[ ] Yes	[ ] No
[ ]	Hotal		[ ] Yes	[ ] No
[ ]	Timeshare		[ ] Yes	[ ] No
[ ]	Ohana		[ ] Yes	[ ] No
[ ]	Industrial		[ ] Yes	[ ] No
[ ]	Agricultural		[ ] Yes	[ ] No
[ ]	Recreational		[ ] Yes	[ ] No
[ ]	Other		[ ] Yes	[ ] No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?
[**X**] Yes [ ] No

5. Special Use Restrictions:

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

[x] Pets **No restriction, except as prohibited by law**
[ ] Number of Occupants: _____
[ ] Other: _____

[x] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: **0** Stairways: **0 (Unit 1) & 1 (Unit 2)** Trash Chutes: **0**

Apt. Type	Quantity	BR/Bath	Net Living Area(sf)*	Net Other Area(sf)	(Identify)
Unit **1**	**1**	3/2	1,298	272	Lanai
				504	Carport
Unit **2**	**1**	2/2.5	1799	300	Lanai
				433	Garage

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.*

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

Boundaries of Each Apartment:

SEE EXHIBIT "A"

Permitted Alterations to Apartments:

SEE EXHIBIT "B"

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

7. Parking Stalls:

Total Parking Stalls: 4

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

*Unit 1 has a two-car carport and Unit 2 has a two-car garage. Buyers are encouraged to find out which stalls 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.

[x] There are no recreational or common facilities.

[ ] Swimming pool [ ] Storage Area [ ] Recreation Area

[ ] Laundry Area [ ] Tennis Court [ ] Trash Chute/Enclosure(s)

[ ] Other: _____

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

[X] 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):

Based on a report prepared by an independent registered architect or engineer, it is the Developer's opinion that all structural components and electrical installations material to the use and enjoyment of the condominium units are presently sound and appear to be in satisfactory working condition. However, NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE MADE AS TO THE EXPECTED USEFUL LIFE OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF THE CONDOMINIUM UNITS.

11. Conformance to Present Zoning Code (See Exhibit "J")

a. [X] No variances to zoning code have been granted.

[ ] Variance(s) to zoning code was/were granted as follows:

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

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

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

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:

[X] 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.

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

[X] described in Exhibit "D".

[ ] as follows:

NOTE: Land area appurtenant to each unit is not a legally subdivided lot.

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. 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:

[X] 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 **June 26, 2003,** and issued by **Title Guaranty of Hawaii, Inc.**.

Blanket Liens:

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

[X] There are no blanket liens affecting title to the individual apartments.

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

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

Type of Lien	Effect on Buyer's Interest and Deposit If Developer Defaults or Lien is Foreclosed **Prior to Conveyance**
Mortgages	Buyer's interest is subject and subordinate to such liens (Buyer's interest can be terminated and deposit refunded, less escrow cancellation fees).

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

NONE

2. Appliances:

NONE

G. Status of Construction and Estimated Completion Date:

Unit 1 was completed on or about February 16, 2003. Unit 2 was completed in 1996.

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:

[ ] not affiliated with the Developer
[ ] the Developer or the Developer's affiliate.
[X] 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).

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:

[X] 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

[X] Specimen Sales Contract

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

[X] Escrow Agreement dated **July 3, 2003**.
Exhibit "I" contains a summary of the pertinent provisions of the escrow contract.

[X] Other **Specimen Deed**

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 buyers. 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, 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 elements; or (2) the amenities available for buyer's use; **AND**
B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

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

A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
B) Declaration of Condominium Property Regime
C) Bylaws of the Association of Apartment Owners.
D) House Rules (if any)
E) Condominium Map.
F) Escrow Agreement.
G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
H) Other_____

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. 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 Registration No. 5178 filed with the Real Estate Commission on August 1, 2003.

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

[ ] yellow paper stock [**X**] white paper stock [ ] pink paper stock

C. Additional Information Not Covered Above

1) Disclosure re: Selection of Real Estate Broker: This public report shall not bind a purchaser to the sale of Unit 2 until (1) the Developer first submits to the Real Estate Commission a duly executed disclosure abstract identifying the designated sales agent, and a duly executed copy of a broker listing agreement with a Hawaii-licensed real estate broker, and (2) gives a copy of said disclosure abstract to the purchaser together with a copy of the Public Report. Note: Pursuant to §§16-99-3 (g) and 16-99-11(d) Hawaii Administrative Rules ("HAR"), prospective purchasers are hereby advised that Developer Jeffrey M. Citron (RS 34775) is a current and active Hawaii-licensed real estate agent with LU-AL, Inc., dba Livingston Realty (RB 17664). Pursuant to §16-99-11(c) HAR, "no licensee shall advertise "For Sale by Owner...".

2) Disclosure re: Replacement Reserves Study: Mandatory reserves assessments and collection in effect beginning 1994 budget year. The Developer has not had a reserve 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: Additional Improvements: As noted in Exhibit "B" of this Public Report, the owner of a condominium unit is permitted to construct additional improvements on said unit's limited common element land area as are allowed by applicable law. In the event that the owner of a unit makes additions to existing improvements and/or constructs any other new improvement(s), it will not be necessary to obtain a Supplementary Public Report for the Project; PROVIDED, HOWEVER, that the Declaration and Condominium Map are appropriately amended to reflect said addition(s), and that copies of said amended documents are provided to prospective purchasers.

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

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

JEFFREY M. CITRON and JANICE A. CITRON

Printed Name of Developer

By Jeffrey M Citron 7/3/03
JEFFREY M. CITRON Date
Duly Authorized Signatory*

By Janice A. Citron 7/3/03
JANICE A. CITRON Date
Duly Authorized Signatory*

Distribution:

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

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

EXHIBIT "A"

DESCRIPTION OF BUILDINGS

The project consists of two buildings. Unit 1 consists of one building which is a one-story single-family dwelling with an attached two-car carport constructed principally of wood, glass and related building materials. Unit 2 consists of one building which is a two-story single-family dwelling with a two-car garage constructed principally of wood, glass and related building materials. Neither unit has a basement.

END EXHIBIT "A"

EXHIBIT "B"

ALTERATION OF PROJECT

Paragraph L of the Declaration provides as follows:

1. **By Unit Owner.**

(a) Each unit 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 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 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.

(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 TWENTY (20) feet from all property lines (including all individual limited common element land area perimeter boundaries), or such greater distance as may be required by applicable zoning ordinances.

(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.

(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.

END EXHIBIT "B"

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, and all easements appurtenant thereto.

2. All central and appurtenant installations for common services, including power, light, water, telephone and sewer.

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.

END EXHIBIT "C"

EXHIBIT "D"

LIMITED COMMON ELEMENTS

The units shall have appurtenant thereto easements for the exclusive use of certain limited common elements 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.

Unit No.	Yard No.	Area
1	1	8,344 square feet as shown on the Condominium Map..
2	2	8,737 square feet 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.

WATERLINES AND SUB-METERS. Each unit is served by a separate waterline extending off of a separate county water-meter, and each such waterline and water-meter shall be for the exclusive use of the unit to which it is attached.

SEPTIC TANKS AND SEWERLINES. Each unit is served by a septic tank and sewerline which is located on the limited common element yard area which is appurtenant to the unit and is for the exclusive use of the unit to which it is attached.

END EXHIBIT "D"

EXHIBIT "E"

COMMON INTEREST

Unit No.	Undivided Common Interest
1	50%
2	50%

END EXHIBIT "E"

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE

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

1. Title to all minerals and metallic mines reserved to the State of Hawaii.

2. The covenant contained in Deed dated May 31, 2002 recorded as Document No. 2002-098095 which provides as follows: "The two (2) Individual Wastewater Systems on the property serving the primary dwelling and the ohana dwelling are considered a single wastewater system by the State of Hawaii Department of Health, and the combined number of bedrooms or bedroom-like rooms (as determined by the Department of Health) in the two (2) dwellings cannot exceed five (5). This covenant shall run with the title to the property and shall be binding upon the parties hereto and their respective heirs, successors and assigns."

3. Structure position discrepancies as shown on the survey map prepared by Chrystal T. Yamasaki, Land Surveyor, with Wes Thomas Associates, dated December 14, 2000.

4. Encroachment(s) as shown on the survey map prepared by Chrystal T. Yamasaki, Land Surveyor, with Wes Thomas Associates, dated December 14, 2000.

5. An easement for utility purposes as granted under instrument dated August 29, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-177790.

6. Mortgage dated March 29, 2002, recorded in said Bureau as Document No. 2002-058852, as amended by instrument dated August 15, 2002, recorded in said Bureau as Document No. 2002-146381 and subordinated by instrument dated August 15, 2002, recorded in said Bureau as Document No. 2002-146380.

7. Mortgage dated August 15, 2002, recorded in said Bureau as Document No. 2002-146379.

4. Declaration of Condominium Property Regime of "CITRON ESTATES" Condominium Project dated July 3, 2003, recorded in said Bureau as Document No. 2003-144397.

5. Condominium Map No. 3613.

6. Bylaws of the Association of Unit Owners of "CITRON ESTATES" Condominium Project dated July 3, 2003, recorded in said Bureau as Document No. 2003-144398.

END EXHIBIT "F"

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 the owner's respective unit pursuant to Article 7 of the Bylaws. As such, premiums for such policies will be the individual responsibility of each unit owner.

The Declarant estimates that the annual premium for a fire insurance policy covering Unit 1 will be approximately $830.00 and Unit 2 will be approximately $720.00.

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

JEFFREY M. CITRON, Declarant

JANICE A. CITRON, Declarant

END EXHIBIT "G"

EXHIBIT "H"

SUMMARY OF CONDOMINIUM DEPOSIT RECEIPT AND SALES CONTRACT

No sales of the condominium units are immediately contemplated. However, the Developer plans to use the Hawaii Association of Realtors' standard form of Deposit, Receipt, Offer and Acceptance (DROA) as the intended sales contract for the Project when and if sales later commence.

The sales contract contains the purchase price, description and location of the condominium unit and other terms and conditions under which a Buyer will agree to buy a condominium unit in the Project. Among other things, the sales contract (DROA):

1. Provides a section for financing to be completed and agreed to by the parties which will set forth how Buyer will pay the purchase price.

2. Identifies the escrow agent and states that Buyer's deposit will be held in escrow until the sales contract is closed or cancelled.

3. Requires that Buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

4. Provides the following remedies, in the event of default under the sales contract by Buyer:

   a. Seller may bring an action against Buyer for breach of contract;
   b. Seller may retain Buyer's deposit(s);
   c. Buyer shall be responsible for expenses incurred.

   Provides the following remedies, in the event of default under the sales contract by Seller:

   a. Buyer may bring an action against Seller for breach of contract;
   b. Buyer may bring an action compelling Seller to perform under contract;
   c. Seller shall be responsible for expenses incurred.

   Any awards to the prevailing party in any action are subordinate to escrow's expenses.

5. Allocation of payment of closing costs.

The sales contract contains various other provisions which Buyer should become acquainted with.

Upon examination, the Developer represents that the proposed Sales Contract (DROA) is found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended. It is encumbent upon the purchaser and prospective purchaser that he reads the Sales Contract (DROA) with care.

END 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 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.

END EXHIBIT "I"

Harry Kim
Mayor

Christopher J. Yuen
Director

Roy R. Takemoto
Deputy Director

County of Hawaii
PLANNING DEPARTMENT
101 Pauahi Street, Suite 3 • Hilo, Hawaii 96720-3043
(808) 961-8288 • Fax (808) 961-8742

August 11, 2003

Wallace H. Gallup, Jr., Esq.
75-5591 Palani Road, Suite 3007
Kailua- Kona, Hawaii 96740-3663

Dear Mr. Gallup:

Condominium Registration Information
Project: Citron Estates Condominium Project
Developer: Jeffrey M. Citron and Janice A. Citron
Tax Map Key: (3) 8-1-013:023

We are in receipt of your letter, dated July 26, 2003 and the accompanying Notice of Intention, Questionnaire, Declaration of Condominium Property Regime, Condominium Public Report, and CPR Map for the project. The proposed condominium consists of two limited common elements of 8,344 square feet and 8,737 square feet.

The subject 17,081-square foot property was created by subdivision (SUB 898) on April 25, 1955. The property is zoned Single-Family Residential (RS-15) by the County and is situated within the State Land Use Urban district.

The following is our response to your request for the issuance of a written statement, pursuant to the requirements of Hawaii Revised Statutes §514A-40(b)(1), regarding the referenced condominium project.

1. The existing buildings on the property were constructed in compliance with all zoning ordinances and codes applicable to said buildings. A statement of compliance with all building codes should be requested from the Department of Public Works – Building Division.

EXHIBTT "J"

a) Building Permit (BP) #955560 was issued on June 28, 1995 to construct a new two-story 1,776-square foot dwelling with 2-bedrooms, 2½-bathrooms, and a 2-car garage. This permit was closed due to final inspection recorded on June 12, 1996.

b) An Ohana Dwelling Unit Permit (OHD 2002-06) was approved, subject to conditions, on May 8, 2002 to allow for the construction of a second detached dwelling on the subject property.

c) BP #025915 was issued on July 5, 2002 to construct a new single-story 1,379-square foot 3-bedroom/2-bath dwelling with a carport. This permit was closed due to final inspection recorded on February 11, 2003.

2. No non-conforming uses or structures have been identified on the subject property.

3. No variances were granted to achieve compliance with any zoning ordinances or codes.

4. Regarding minimum lot size requirements. By Planning Department letter to the developer, dated May 30, 2003, the subject 2-unit CPR project is in compliance with the Hawaii County Subdivision Code, pursuant to §23A-20(c), Ordinance 02-111.

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

Should you have questions, please feel welcome to contact Larry Brown or Daryn Arai at 961-8288.

Sincerely,

CHRISTOPHER J. YUEN
Planning Director

LMB:pak
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xc: Planning Department – West Hawaii Office
Department of Water Supply – Water Resources & Planning Branch
Real Property Tax Office

END EXHIBIT "J"