

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on

PEARL HORIZONS, PHASE I
98-640 Moanalua Loop
Waimalu, Oahu, Hawaii

REGISTRATION NO. 1378

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: March 11, 1985

Expires: April 11, 1986

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED DECEMBER 23, 1980 and INFORMATION SUBSEQUENTLY FILED AS OF FEBRUARY 20, 1985. DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. Since the issuance of the Commission's Preliminary Public Report of February 12, 1981, Supplementary Public Report of April 2, 1981 and Second Supplementary Public Report of August 19, 1983, on PEARL HORIZONS, PHASE I, Registration No. 1378, Developer reports that certain changes have been made in the project. The

changes made are determined to be a material revision of the information disclosed earlier.

2. Developer has submitted to the Commission for examination all documents deemed necessary for the issuance of this Final Public Report.
3. The basic documents are recorded in the Bureau of Conveyances of the State of Hawaii. The Declaration of Restrictive Covenants is dated December 5, 1984, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 18417 at Page 582; the Agreement for Issuance of Special Use Permit Under Ordinance No. 4451, Bill No. 40 (1975) is dated September 27, 1983, and recorded as aforesaid in Liber 17426 at Page 455; the Declaration of Horizontal Property Regime is dated December 5, 1984, and recorded as aforesaid in Liber 18417 at Page 596; and the By-Laws is dated December 5, 1984, and recorded as aforesaid in Liber 18417 at Page 658. Condominium File Plan No. 944 was recorded as aforesaid.
4. No advertising or promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to the Horizontal Property Regime Act.
6. This Final Public Report automatically expires thirteen (13) months after date of issuance, March 11, 1985, unless a Third Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this Report.
7. This Final Public Report (white paper stock) amends the Preliminary Public Report (yellow paper stock), Supplementary Public Report and Second Supplementary Public Report (pink paper stock) becoming a part of PEARL HORIZONS, PHASE I registration. Developer is responsible for placing a true copy of this Final Public Report and revised Disclosure Abstract dated October 16, 1984, in the hands of all purchasers and prospective purchasers, along with a copy of the Second Supplementary Public Report. Developer is responsible for securing from each purchaser or prospective purchaser a signed receipt therefor.

PEARL HORIZONS, PHASE I WAS REGISTERED AS PEARL HORIZONS CONDOMINIUM AND THE REAL ESTATE COMMISSION ISSUED A PRELIMINARY PUBLIC REPORT NO. 1378 ON FEBRUARY 12, 1981, A SUPPLEMENTARY PUBLIC REPORT DATED APRIL 2, 1981, AND THEIR EXTENSIONS THEREOF. THE REAL ESTATE COMMISSION ALSO ISSUED

A SECOND SUPPLEMENTARY PUBLIC REPORT DATED AUGUST 19, 1983, WHICH SECOND SUPPLEMENTARY PUBLIC REPORT AMENDED AND SUPERSEDED THE PRELIMINARY PUBLIC REPORT AND SUPPLEMENTARY PUBLIC REPORT IN THEIR ENTIRETY AND IS DEEMED COMPLETE IN ITSELF. SINCE THEN, THE INFORMATION CONTAINED IN THE SECOND SUPPLEMENTARY PUBLIC REPORT HAS NOT CHANGED EXCEPT FOR INFORMATION CONTAINED UNDER THE FOLLOWING TOPICAL HEADINGS: THE PARAGRAPHS UNDER THE TOPICAL HEADINGS DEVELOPER'S OPTION TO SUBDIVIDE AND WITHDRAW AREAS AND TO GRANT EASEMENTS AND/OR RIGHTS-OF-WAYS AND IMPROVEMENT DISTRICT ASSESSMENT ARE DELETED IN THEIR ENTIRETY.

LOCATION: Developer advises that the property which was to be committed to the regime as disclosed by the Second Supplementary Report has since been subdivided into three lots, only one of which is being committed to the regime in Phase I. Said lot, containing 118,923 square feet, to be committed as a fee simple condominium project, is situated at 98-640 Moanalua Loop, Waimalu, Oahu, Hawaii.

TAX MAP KEY: 9-8-11-37

DEVELOPER: PEARL HORIZONS ASSOCIATES, a Hawaii registered general partnership, whose address is 1062 Kikowaena Place, Honolulu, Hawaii 96819, telephone 533-3861 is the Developer. The parties to the general partnership are Waimalu Venture, a registered Hawaii general partnership, Pearl Sun Associates, a registered Hawaii limited partnership, and Pearl Hui, a Hawaii general partnership, all of whose address is 1062 Kikowaena Place, Honolulu, Hawaii.

ATTORNEYS REPRESENTING DEVELOPER. Ikazaki, Devens, Lo, Youth & Nakano (Attention: Richard C. Lo or Curtis H. Shiramizu), 1600 Central Pacific Plaza, 220 South King Street, Honolulu, Hawaii 96813; telephone 521-1456.

DESCRIPTION: The Project will involve the joint development of adjacent lots pursuant to §21-2.71 of the City and County of Honolulu Comprehensive Zoning Code 1978, and will be developed pursuant to an Agreement for Issuance of Special Use Permit under Ordinance No. 4451, Bill No. 40(1975), which binds Developer to maintain the development of the Project in such a way that conformity with applicable zoning regulations will be assured. This Agreement has been filed as a covenant running with the land with the Bureau of Conveyances, and the Declaration of Horizontal Property Regime of Pearl Horizons is subject to said Agreement.

A. Phase Development. Developer is considering the development of the Project in separate phases. DEVELOPER DOES NOT REPRESENT THAT ANY PHASE AFTER PHASE I WILL BE DEVELOPED. The present plan of phase development is as follows:

- (1) Phase I. Phase I consists of two (2) separate three-story buildings without basements, being designated as Buildings I and II, containing a total of

ninety (90) residential apartments, to be constructed on said land, as shown on the Condominium Map. Building I contains forty-two (42) residential apartments; Building II contains forty-eight (48) residential apartments. The principal materials of which the buildings will be constructed are wood, concrete, gypsum board, glass and metal.

Phase I will also contain one hundred sixty-four (164) uncovered parking stalls, which consist of one hundred three (103) regular stalls, sixty (60) compact stalls and one (1) compact parallel stall, two (2) loading spaces and two (2) trash receptacles, all situated on the ground level, located as shown on the Condominium Map. Each of the ninety (90) residential apartments shall have appurtenant thereto at least one (1) parking stall designated as a limited common element. There are six (6) guest parking stalls designated as common elements. A guard house will be located at the entrance to the Project as shown on the Condominium Map.

NOTE: The Condominium Map previously submitted has been amended to reflect a change from pier and post foundation to concrete slab on grade construction. This caused a change in the elevations of the buildings in Phase I, as shown on the revised Condominium Map submitted in connection with the issuance of this Report. Retaining walls will be constructed along the side of the buildings because of this change. The Condominium Map has also been amended to reflect the addition of structures to house electrical meters and equipment located at both ends of the main buildings and the elimination of one (1) guest parking stall with the concurrent redesignation of an assigned parking stall to a guest parking stall.

(2) Phase II. Phase II, if constructed, will add one (1) separate three-story building without basement, being designated as Building VI, containing a total of sixty-six (66) residential apartments. The principal materials of which the buildings will be constructed are wood, concrete, gypsum board, glass and metal.

Phase II will also contain ninety-one (91) uncovered parking stalls, which consist of forty-eight (48) regular stalls, sixteen (16) compact stalls and twenty-seven (27) compact parallel stalls, one (1) loading space and one (1) trash receptacle, all situated on the ground level, located as shown on the Condominium Map.

Phase II shall also contain a recreation area consisting of a jacuzzi and sauna, a swimming pool, men's and women's exercise facilities, including shower and toilet facilities, and a lawn storage area, a manager's office and a cook out area, all situated on

the ground level, located as shown on the Condominium Map.

The recreation area, if constructed, will be part of (1) the common elements of the Project as hereinafter described and (2) a privately owned park and playground owned and maintained by or on behalf of all owners of apartments in the Project pursuant to a Declaration of Restrictive Covenants recorded in the Bureau of Conveyances of the State of Hawaii, as required by Article 7 of Chapter 22 of the Revised Ordinances of Honolulu 1978. The Declaration of Horizontal Property Regime of the Project is subject to said Declaration of Restrictive Covenants.

PURCHASER SHOULD BE AWARE OF THE FACT THAT THE RECREATION AREA WILL BE CONSTRUCTED ONLY IN THE EVENT THAT PHASE II IS CONSTRUCTED.

(3) Phase III. Phase III, if constructed, will add three (3) separate three-story buildings without basements, being designated as Building III, IV and V, containing a total of sixty-six (66) residential apartments. The principal materials of which the building will be constructed are wood, concrete, gypsum board, glass and metal.

Phase III will also contain ninety-eight (98) uncovered parking stalls, which consist of fifty-five (55) regular stalls, thirty-eight (38) compact stalls and five (5) compact parallel stalls, one (1) loading space and one (1) trash receptacle, all situated on the ground level, located as shown on the Condominium Map.

Paragraphs B, C, D and E in the Second Supplementary Public Report remain unchanged.

COMMON ELEMENTS: Paragraph (6) under this topical heading has been amended as follows:

(6) A total of six (6) guest parking stalls, as designated in Exhibit "A", attached hereto and made a part hereof, being stall nos 49C, 61C, 62C, 263CP, 154 and 161.

LIMITED COMMON ELEMENTS: With respect to Apartment No. 100, sixty-eight (68) parking stalls will be assigned to it for a total of sixty-nine (69) parking stalls, as designated in the revised Exhibit "A" attached hereto. In addition, sixty (60) of the parking stalls are compact instead of 61 as reported earlier. All other information under this topical heading remains unchanged.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the Project (herein called the "common interest"), and the same proportionate share in all common profits and expenses of the Project and for all other purposes, including voting, as set forth in Exhibit "A", attached hereto and made a part hereof.

EASEMENTS: The following amendments have been made under this topical heading in the Second Supplementary Report. The last sentence in paragraph (1) has been amended as follows:

(1) ... In the event that Developer' mortgage lender or any successor to or assignee of Developer's mortgage lender shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or in the exercise of the mortgage remedies or by an assignment in lieu of foreclosure, such mortgage lender, its successors and assigns shall have the right to conduct such extensive sales activities on the Project until at least ninety-five percent (95%) of all of the apartments in each phase constructed or to be constructed have been sold and recorded, notwithstanding the foregoing.

The first sentence in paragraph (2) as amended, now states:

(2) With respect to each phase, Developer, its agents, employees, contractors, licensees, successors and assigns shall have an easement over, under and upon the Project as may be reasonably necessary for the completion of improvements to and correction of defects in the Project or in the new phase.

DEVELOPER'S RESERVED RIGHT TO CONSOLIDATE AND TO GRANT EASEMENTS AND/OR RIGHT-OF-WAYS. Notwithstanding anything to the contrary in this Declaration, Developer shall have the right, at its option, at any time up to but not later than December 31, 1993, upon consolidation or merger of any additional phases beyond Phase I, to consolidate the Property with the real property upon which the additional phases are built upon the following terms and conditions:

(1) Developer shall, at Developer's expense and without being required to obtain the consent or joinder of any apartment owner, lien holder or other person, execute and record an amendment to the Declaration and the Condominium Map, or if merger by Declaration has occurred, amendments to the declarations and condominium maps, if any, for all additional phases beyond Phase I: (a) to consolidate the land upon which all phases of the project are located; and (b) when applicable or necessary, to add, delete, relocate, realign, reserve and grant all easements and right-of-ways over, under and on the common elements and/or right-of-ways for utilities, cesspools, sanitary

and storm sewers, cable television, refuse disposal, driveways, parking areas and roadways, provided that such easements and/or right-of-ways shall not be located on or within any existing structure on said Project and shall not be exercised as to unreasonably disturb, impair or interfere with the normal use and enjoyment of the Project by the apartment owners.

(2) Every apartment owner and all holders of liens affecting any of the apartments in the Project shall, if required by law or by Developer, join in, consent to, and execute all instruments and documents necessary or desirable to effect the consolidation and/or the granting of easements and/or right-of-ways provided for in this paragraph.

(3) The consolidation shall become effective upon the recording in the Bureau of Conveyances of the State of Hawaii of (a) an amendment to this Declaration or declarations as provided for in subparagraph (1) of this paragraph, (b) an exhibit setting forth a description of the consolidated land, and (c) a memorandum of consolidation.

(4) The granting of easements and/or right-of-ways provided for herein shall become effective upon the recording in the Bureau of Conveyances of the State of Hawaii of (a) an amendment to the Declaration as provided for in subparagraph (1) of this paragraph, and (b) an exhibit setting forth a description of the grant, addition, deletion, relocation, realignment or reservation of easement and/or right-of-ways.

Each and every party acquiring an interest in the Project by such acquisition, consents to such consolidation and/or the granting of easements and/or right-of-ways as provided in this paragraph and to the amendment or amendments of the Declaration and the recording thereof in the Bureau of Conveyances of the State of Hawaii to effect the same; agrees to execute such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Developer and its assigns his attorney-in-fact with full power of substitution to execute such documents and instruments and to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of such reserved rights and shall not be affected by the disability of such party or parties.

ENCUMBRANCES AGAINST TITLE: A Preliminary Title Report dated January 28, 1985, issued by Security Title Corporation, reports that title to the land is subject to the following encumbrances:

(1) Real Property taxes as may be due and owing. For further information on taxes, check with the Finance Director, City and County of Honolulu.

(2) Conditions set forth in that certain Unilateral Agreement and Declaration for Conditional Zoning dated September 22, 1980, recorded on September 23, 1980, as aforesaid in Liber 15005 at Page 320.

(3) Terms, provisions, agreements and conditions as set forth in that certain "Agreement for Issuance of Special Use Permit under Ordinance No. 4451, Bill No. 40(1975)" dated September 27, 1983, recorded on November 1, 1983, as aforesaid in Liber 17426 at Page 455, made by PEARL HORIZONS ASSOCIATES, a Hawaii registered general partnership.

(4) Easement A-1 (twenty-two feet wide) for utility and access purposes in favor of Lot 2, as per survey of HARRY K. MATSUO, Registered Professional Land Surveyor No. 2717-S dated May 18, 1983.

(5) Mortgage, Security Agreement and Financing Statement dated August 27, 1984, recorded as aforesaid on September 6, 1984, in Liber 18126 at Page 720, made by PEARL HORIZONS ASSOCIATES, a joint venture, registered as a Hawaii general partnership, as Mortgagor(s), to CITY BANK, a Hawaii corporation, as Mortgagee(s).

By instrument dated September 10, 1984, recorded as aforesaid on September 12, 1984, in Liber 18138 at Page 172, the foregoing Mortgage, Security Agreement and Financing Statement was amended.

(6) Assignment of Sales Agreements and Escrow Agreements and Deposits dated August 27, 1984, recorded as aforesaid on September 6, 1984, in Liber 18126 at Page 763, made by PEARL HORIZONS ASSOCIATES, a Hawaii joint venture, registered as a general partnership, "Assignor," to CITY BANK, a Hawaii corporation, "Assignee," as security for the repayment of the Mortgage, Security Agreement and Financing Statement, herein referred to as Item 5.

By instrument dated September 10, 1984, recorded as aforesaid on September 12, 1984, in Liber 18138 at Page 182, the foregoing Assignment of Sales Agreements and Escrow Agreements and Deposits was amended.

(7) Mortgage dated July 17, 1984, recorded as aforesaid on September 6, 1984, in Liber 18127 at Page 045, made by PEARL HORIZONS ASSOCIATES, a registered Hawaii general partnership, as Mortgagor(s), to KURO BUILDERS, INC., a Hawaii corporation, as Mortgagee(s).

By instrument dated September 10, 1984, recorded as aforesaid on September 12, 1984, in Liber 18138 at Page 229, the foregoing Mortgage was amended.

(8) Mortgage dated September 28, 1981, recorded as aforesaid on January 13, 1982, in Liber 16098 at Page 304, made by PEARL HORIZONS ASSOCIATES, a registered Hawaii joint venture, as Mortgagor(s) to HAWAII THRIFT & LOAN, INCORPORATED, a Hawaii corporation, as Mortgagee(s). Terms and Provisions of a Joinder to First Mortgage and Loan Agreement dated November 20, 1981, recorded as aforesaid on January 13, 1982, in Liber 16098 at Page 339.

a) By Subordination Agreement and Consent dated August 30, 1984, recorded as aforesaid on September 6, 1984 in Liber 18126 at Page 773, as amended by instrument dated September 10, 1984, recorded as aforesaid on September 12, 1984, in Liber 18138 at Page 190, HAWAII THRIFT AND LOAN, INCORPORATED, a Hawaii corporation, subordinated the foregoing mortgage to the lien of that certain mortgage herein referred to as Item 5.

b) By Limited Subordination Agreement dated September 4, 1984, recorded as aforesaid on September 6, 1984 in Liber 18127 at Page 124, HAWAII THRIFT AND LOAN, INCORPORATED, a Hawaii corporation, subordinated the foregoing mortgage to the lien of that certain mortgage herein referred to as Item 7. Consents thereto recorded as aforesaid in Liber 18127 at Pages 126 and 127.

(9) Third Mortgage dated August 30, 1984, recorded as aforesaid on September 6, 1984, in Liber 18127 at Page 98, made by PEARL HORIZONS ASSOCIATES, a registered Hawaii joint venture, as Mortgagor(s) to HAWAII THRIFT & LOAN, INCORPORATED, a Hawaii corporation, as Mortgagee(s). Joinder dated September 10, 1984, recorded as aforesaid on September 12, 1984, in Liber 18139 at Page 342.

(10) Mortgage dated December 16, 1981, recorded as aforesaid on August 25, 1982, in Liber 16530 at Page 258, made by PEARL HORIZONS ASSOCIATES, a registered joint venture, PEARL SUN ASSOCIATES, a registered Hawaii limited partnership, WAIMALU VENTURE, a registered Hawaii general partnership, PEARL STAR, INC., a Hawaii corporation, VICTOR K.B. YOUNG, BETTY H. YOUNG, RICHARD E. UYEHARA, IRENE S. UYEHARA, TAKASHI YAMAMOTO, ELAINE E. YAMAMOTO, GLENN M. KOKAME, TAKAKO KOKAME, RICHARD S. OMURA, MAY OMURA, CHARLES S. FURUYA, ALICE FURUYA, WINSTON K. UYEHARA, SADAKO UYEHARA, MASAO ISHIKI, LILLIAN Y. ISHIKI, ROBERT T. KOKAME, MASAYO KOKAME, HAROLD K. UYEHARA, ALICE UYEHARA, KENNETH K. UYEHARA, MATSUE UYEHARA and SOJIN FURUGEN, as Mortgagor(s), to JACK H. UJIMORI, husband of Harumi Ujimori. (Also affects other property.)

a) By Subordination Agreement dated September 5, 1984, recorded as aforesaid on September

6, 1984 in Liber 18126 at Page 778, as amended by instrument dated September 10, 1984, recorded as aforesaid on September 12, 1984, in Liber 18138 at Page 193, JACK H. UJIMORI, husband of Harumi Ujimori, subordinated the foregoing mortgage to the lien of that certain mortgage herein referred to as Item 5.

b) By Subordination of Mortgage dated August 31, 1984, recorded as aforesaid on September 6, 1984 in Liber 18127 at Page 120, JACK H. UJIMORI, husband of Harumi Ujimori, subordinated the foregoing mortgage to the lien of that certain mortgage herein referred to as Item 9.

c) By Subordination Agreement dated November 16, 1984, recorded as aforesaid on November 21, 1984 in Liber 18281 at Page 384, JACK H. UJIMORI, husband of Harumi Ujimori, subordinated said mortgage dated December 16, 1981, to the lien of that certain mortgage herein referred to as Item 7.

(11) Terms, covenants, conditions and restrictions set forth in Declaration of Restrictive Covenants dated December 5, 1984, recorded as aforesaid in Liber 18417 at Page 582, and as the same may be amended from time to time.

(12) Declaration of Horizontal Property Regime Pearl Horizons, Phase I, dated December 5, 1984, recorded as aforesaid in Liber 18417 at Page 596.

(13) By-Laws dated December 5, 1984, recorded as aforesaid in Liber 18417 at Page 658.

(14) Condominium File Plan No. 944 filed January 28, 1985.

(15) Undated Financing Statement covering personal property and fixtures located on the real property given as security by PEARL HORIZON ASSOCIATES, a joint venture, in favor of CITY BANK, recorded as aforesaid on September 6, 1984, in Liber 18126 at Page 758.

By undated instrument, recorded as aforesaid on September 12, 1984, in Liber 18138 at Page 180, the foregoing Undated Financing Statement was amended.

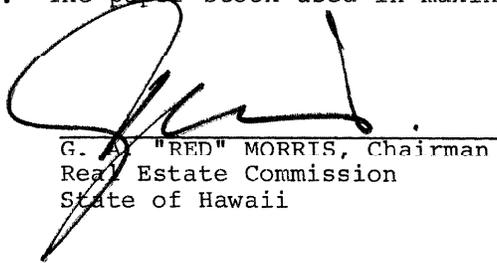
PROGRAM OF FINANCING: City Bank of Honolulu has agreed to make an interim construction loan for the Project. Guild Mortgage Company has made commitments for permanent financing for qualified individual apartment purchasers.

STATUS OF PROJECT: The construction of Phase I commenced on or about August, 1984 and is scheduled for completion on or about June, 1985.

The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by Developer in the required Notice of Intention submitted December 23, 1980 and information subsequently filed as of February 20, 1985.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1378, filed with the Commission on December 23, 1980.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be white.



G. A. "RED" MORRIS, Chairman
Real Estate Commission
State of Hawaii

DISTRIBUTION:

Department of Finance, City and County of Honolulu
Bureau of Conveyances
Planning Commission, City and County of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 1378

Dated: March 11, 1985

EXHIBIT "A"

Phase I

(Buildings I
& II)

<u>Apt. No.</u>	<u>Type</u>	<u>Apartment Area Approx. Sq. Ft. (Gross) / (Net)</u>	<u>Percentage Interest, Each Apartment</u>	<u>Parking Stall No.</u>
<u>Building I</u>				
100	A	854.82/736.41	1.09821%	1C*
101	C	917.94/800.55	1.179%	4
102	E	834.61/793.66	1.07197%	7
103	E	834.61/793.66	1.07197%	10C
104	E	834.61/793.66	1.07197%	13
105	F	834.61/793.66	1.07197%	16
106	E	834.61/793.66	1.07197%	19
107	E	834.61/793.66	1.07197%	22
108	E	834.61/793.66	1.07197%	25C
109	E	834.61/793.66	1.07197%	28
110	E	834.61/793.66	1.07197%	31
111	E	834.61/793.66	1.07197%	34C
112	C	917.94/800.55	1.179%	37
113	A	854.82/736.41	1.09793%	40
200	A	854.82/736.41	1.09793%	2C
201	C	917.94/800.55	1.179%	5
202	E	834.61/793.66	1.07197%	8
203	E	834.61/793.66	1.07197%	11
204	E	834.61/793.66	1.07197%	14
205	E	834.61/793.66	1.07197%	17C
206	E	834.61/793.66	1.07197%	20
207	E	834.61/793.66	1.07197%	23
208	E	834.61/793.66	1.07197%	26C
209	E	834.61/793.66	1.07197%	29
210	E	834.61/793.66	1.07197%	32
211	E	834.61/793.66	1.07197%	35
212	C	917.94/800.55	1.179%	38
213	A	854.82/736.41	1.09793%	41C
300	A	854.82/736.41	1.09793%	3
301	C	917.94/800.55	1.179%	6
302	E	834.61/793.66	1.07197%	9C
303	E	834.61/793.66	1.07197%	12
304	E	834.61/793.66	1.07197%	15
305	E	834.61/793.66	1.07197%	18C
306	E	834.61/793.66	1.07197%	21
307	E	834.61/793.66	1.07197%	24
308	E	834.61/793.66	1.07197%	27
309	E	834.61/793.66	1.07197%	30
310	E	834.61/793.66	1.07197%	33C
311	E	834.61/793.66	1.07197%	36
312	C	917.94/800.55	1.179%	39
313	A	854.82/736.41	1.09793%	42C

Phase I

(Buildings I
& II)

<u>Apt. No.</u>	<u>Type</u>	<u>Apartment Area Approx. Sq. Ft. (Gross)/(Net)</u>	<u>Percentage Interest, Each Apartment</u>	<u>Parking Stall No.</u>
<u>Building II</u>				
114	A	854.82/736.41	1.09793%	77C
115	C	917.94/800.55	1.179%	80C
116	C	917.94/800.55	1.179%	83
117	C	917.94/800.55	1.179%	86
118	C	917.94/800.55	1.179%	89C
119	C	917.94/800.55	1.179%	92
120	C	917.94/800.55	1.179%	95
121	C	917.94/800.55	1.179%	98C
122	E	834.61/793.66	1.07197%	101
123	E	834.61/793.66	1.07197%	104
124	E	834.61/793.66	1.07197%	107
125	E	834.61/793.66	1.07197%	110
126	E	834.61/793.66	1.07197%	113C
127	E	834.61/793.66	1.07197%	116
128	C	917.94/800.55	1.179%	119
129	A	854.82/736.41	1.09793%	122
214	A	854.82/736.41	1.09793%	78C
215	C	917.94/800.55	1.179%	81
216	C	917.94/800.55	1.179%	84
217	C	917.94/800.55	1.179%	87
218	C	917.94/800.55	1.179%	90C
219	C	917.94/800.55	1.179%	93
220	C	917.94/800.55	1.179%	96
221	C	917.94/800.55	1.179%	99
222	E	834.61/793.66	1.07197%	102
223	E	834.61/793.66	1.07197%	105C
224	E	834.61/793.66	1.07197%	108
225	E	834.61/793.66	1.07197%	111
226	E	834.61/793.66	1.07197%	114C
227	E	834.61/793.66	1.07197%	117
228	C	917.94/800.55	1.179%	120
229	A	854.82/736.41	1.09793%	157C
314	A	854.82/736.41	1.09793%	79C
315	C	917.94/800.55	1.179%	82
316	C	917.94/800.55	1.179%	85
317	C	917.94/800.55	1.179%	88
318	C	917.94/800.55	1.179%	91
319	C	917.94/800.55	1.179%	94
320	C	917.94/800.55	1.179%	97C
321	C	917.94/800.55	1.179%	100
322	E	834.61/793.66	1.07197%	103
323	E	834.61/793.66	1.07197%	106C
324	E	834.61/793.66	1.07197%	109
325	E	834.61/793.66	1.07197%	112
326	E	834.61/793.66	1.07197%	115

Phase I

(Buildings I
& II)

<u>Apt. No.</u>	<u>Type</u>	<u>Apartment Area Approx. Sq. Ft. (Gross)/(Net)</u>	<u>Percentage Interest, Each Apartment</u>	<u>Parking Stall No.</u>
327	E	834.61/793.66	1.07197%	118
328	C	917.94/800.55	1.179%	121
329	A	854.82/736.41	<u>1.09793%</u>	158
Total of 90 Residential Apartments			100.000%	

* Total of 68 parking stalls are assigned to Apartment No. 100 as follows:
43C, 44C, 45C, 46C, 47C, 48C, 50C, 51C, 52C, 53C, 54C, 55C,
56C, 57C, 58C, 59C, 60C, 64C, 65C, 66, 67, 68, 69C, 70C, 71,
72, 73, 74, 75, 76, 123C, 124C, 125C, 126C, 127C, 128C, 129C,
130C, 131C, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141,
142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 155C,
156C, 159, 160, 162, 163, 164

Guest Parking Stalls

49C, 61C, 62C, 263CP, 154, 161

DISCLOSURE ABSTRACT

Name of Project: PEARL HORIZONS, PHASE I
98-640 Moanalua Loop
Waimalu, Oahu, Hawaii

Developer: PEARL HORIZONS ASSOCIATES
1062 Kikowaena Place
Honolulu, Hawaii 96819
Tel. 533-3861

Project Manager: AARON M. CHANEY, INC. and
WENDCO, INC., dba CHANEY,
BROOKS & COMPANY, a registered
Hawaii partnership
606 Coral Street
Honolulu, Hawaii 96813
Tel. 544-1820

Use of Apartments:

All the residential apartments in the Project shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests. The parking stalls appurtenant to each residential apartment may be used only as a parking space for a motor vehicle. There are no commercial units in the project. The residential apartments may not be used for any other purpose without the written consent of the Board of Directors of the Association and any governmental agencies whose approval is necessary. The owners of the respective apartments shall have the absolute right to lease the same, subject to the limitations, restrictions, covenants and conditions of the Horizontal Property Act, the Declaration of Horizontal Property Regime and the By-Laws. The apartments are subject to additional restrictions on the use as set forth in (i) The Declaration of Horizontal Property Regime of PEARL HORIZONS, (ii) the By-Laws, (iii) the Apartment Deed, (iv) the sales contracts for the individual apartments, and (v) the House Rules. Copies of the foregoing documents are on file with the Real Estate Commission of the State of Hawaii.

The Developer is considering the development of the project in separate phases. In this connection Developer reserves the right, at its sole discretion, to expand the project by the addition of apartments and to file such documents as may be reasonably required to exercise such right. The percentage interest in the common elements of Purchaser may be reduced upon such expansion of the project.

Warranties:

The specimen Sales Contract provides that Seller anticipates BUT DOES NOT WARRANT that the construction

contract with the general contractor for the Project shall contain a warranty clause similar to Section 13.2.2 of AIA Document A201 which generally provides as follows:

If, within one year after the date of substantial completion of the work or designated portion thereof or within one year after acceptance by Seller of designated equipment, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of a written notice from Seller to do so unless Seller has previously given the contractor a written acceptance of such condition. Seller shall give such notice promptly after discovery of the conditions.

Seller makes no warranties itself but Seller hereby agrees that if Purchaser shall give Seller written notice of any such condition promptly after discovery thereof, and during the unexpired term of such contractor's warranty, Seller shall forward such notice together with a written notice to the contractor to correct such condition. THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT, CONSUMER PRODUCTS INSTALLED THEREIN, THE PROPERTY, THE PROJECT, OR ANYTHING INSTALLED THEREIN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR USE. Seller shall attempt to assign to Purchaser the unexpired term, if any, of any manufacturer's or dealer's warranties covering any furnishings, fixtures, and appliances in the apartment. Purchaser acknowledges that the Seller is only passing through to Purchaser any such manufacturer's and dealer's warranties; Seller is not undertaking to adopt any such warranties or to act as co-warrantor with respect to any furnishings, fixtures or appliances covered by any such manufacturer's or dealer's warranties. The terms of the manufacturer's or dealer's written warranties are available for Purchaser's examination at the Seller's sales office.

THE ATTENTION OF THE PURCHASER IS DIRECTED TO PARAGRAPH 21 OF THE SALES CONTRACT (INCORPORATED HEREIN BY THIS REFERENCE) PERTAINING TO THE ABSENCE OF REPRESENTATIONS AND WARRANTIES CONCERNING THE APARTMENT, THE PROPERTY, THE PROJECT.

Maintenance Fees:

Attached is a breakdown on the estimated annual maintenance fees and the costs for each apartment, as prepared by the Management Agent as of October 16, 1984. The maintenance assessments cover those common expenses as set forth in the Declaration of Horizontal Property Regime and By-Laws for the Pearl Horizons. Developer can make no assurances regarding the estimated maintenance assessments. In addition, such variables as inflation, uninsured casualty loss or damages, increased or decreased services from those contemplated by Developer, apartment owner delinquencies,

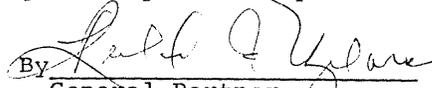
and other factors may also cause the maintenance assessments to be greater or smaller than the estimated maintenance assessments. The attached breakdown of the estimated costs for each apartment does not include Purchaser's obligations for the payment of real property taxes; estimates of the real property taxes will be provided by the Sales Agent upon request.

DEVELOPER ADVISES THAT THE MAINTENANCE FEES OF A CONDOMINIUM PROJECT ARE DIFFICULT TO ESTIMATE PRIOR TO ACTUAL OPERATION OF THE PROJECT AND EVEN IF MAINTENANCE FEES HAVE BEEN ACCURATELY ESTIMATED, SUCH FEES WILL TEND TO INCREASE IN AN INFLATIONARY ECONOMY AND AS THE IMPROVEMENTS AGE. THE ESTIMATED MAINTENANCE FEES AND MONTHLY FEES FOR EACH APARTMENT ARE BASED ON THE LATEST INFORMATION AVAILABLE TO THE DEVELOPER AND MANAGEMENT AGENT AND ARE SUBJECT TO REVISION BASED ON ACTUAL COSTS FOR THE ITEMS ENUMERATED. MAINTENANCE FEES CAN VARY DEPENDING ON SERVICES DESIRED BY APARTMENT OWNERS. THE BUYER SHOULD CHECK THE ATTACHED MAINTENANCE FEE SCHEDULE TO SEE WHAT SERVICES ARE INCLUDED THEREIN.

This Disclosure Abstract supersedes in its entirety any and all Disclosure Abstracts heretofore prepared and provided to prospective purchasers in connection with this project, said Disclosure Abstract(s) being of no further force and effect.

PEARL HORIZONS ASSOCIATES,
a Hawaii general partnership

By: WAIMALU VENTURE, a Hawaii
general partnership

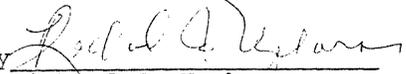
By 
General Partner

By: PEARL SUN ASSOCIATES, a
Hawaii limited
partnership

By: WAIMALU PARTNERS, a
Hawaii general
partnership

By 
Kiyoshi Kinjo,
Managing Partner

By: PEARL HUI, a Hawaii
general partnership

By 
Richard E. Uyehara
General Partner

Developer

PROPOSED OPERATING BUDGET
1985

PEARL HORIZONS
Phase I (90 Units)

<u>RECEIPTS</u>	<u>Monthly</u>	<u>Annually</u>	<u>Remarks</u>
Maintenance Fees	\$ 9,453	\$ 113,436	
TOTAL RECEIPTS	\$ 9,453	\$ 113,436	
 <u>DISBURSEMENTS</u>			
Audit & Tax Fees	\$ 100	\$ 1,200	
Insurance - Package	740	8,880	
Insurance - Liability	30	360	Umbrella
Insurance - Other	34	408	TDI, D&O
Insurance - Medical	118	1,416	HMSA, 2 Persons
Insurance - Workmen's Comp.	191	2,292	
Management & Acclg. Services	1,046	12,552	
Petty Cash Reimbursement	50	600	
Refuse Service	115	1,380	
Payroll, Maintenance	779	9,348	
Payroll, Resident Manager	834	10,008	\$800 (+) Vacation
Lodging, Resident Manager	700	8,400	
Security Service	1,640	19,680	8/Hrs., 7 Days
Supplies, Grounds	50	600	
Supplies, Pool	100	1,200	
Supplies, Building & Other	50	600	
TV Signal	389	4,668	Cable
Telephone	30	360	
Taxes, Payroll	202	2,424	
Electricity	300	3,600	
Water/Sewer	925	11,100	
Other Disbursements	170	2,040	
Transfer to Reserves	860	10,320	
TOTAL DISBURSEMENTS	\$ 9,453	\$ 113,436	

The monthly maintenance expense for each apartment type is listed below:

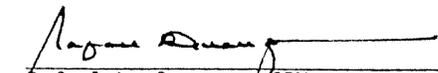
Type A	\$ 103.81	.0109821
Type A	\$ 103.79	.0109793
Type C	\$ 111.45	.0117900
Type E	\$ 101.33	.0107197

The cash operating budget (Pro-rated on a monthly basis) is for one year commencing January 1985. The information contained herein is based on the data available to us at this time.

We certify that the monthly cash operating costs have been based on generally accepted accounting principles.

October 16, 1984

By:



Rafael L. Guanzon, CPM
Senior Vice-President
Residential Property Management