

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

HAWAII BUSINESS PARK
Waihona Street
Pearl City, Hawaii

REGISTRATION NO. 1488

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: January 17, 1983
Expires: February 17, 1984

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 March 12, 1982 AND INFORMATION SUBSEQUENTLY FILED AS OF January 12, 1983. THE 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 May 6, 1982 on HAWAII BUSINESS PARK, Registration No. 1488, the 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. The 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 Covenants, Conditions and Restrictions for Hawaii Business Park dated July 29, 1982, is recorded in the Bureau of Conveyances of the State of Hawaii in Liber 16491 at Page 520. The Declaration of Horizontal Property Regime dated July 29, 1982, is recorded in the Bureau of Conveyances of the State of Hawaii in Liber 16491 at Page 559, as amended by documents dated August 30, 1982, September 22, 1982 and January 4, 1983 and recorded in Liber 16546 at Page 205, Liber 16587 at Page 339 and Liber 16784 at Page 150 respectively. The By-Laws of Association of Apartment Owners of the Hawaii Business Park dated July 29, 1982, is recorded in the Bureau of Conveyances of the State of Hawaii in Liber 16491 at Page 595. Condominium Map No. 853 is recorded as aforesaid.
4. Advertising for the project has commenced and promotional materials have 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 months after the date of issuance, January 17, 1983, unless a 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), becoming a part of HAWAII BUSINESS PARK registration. The Developer is responsible for placing a true copy of this Final Public Report in the hands of all purchasers and prospective purchasers, along with a copy of the Preliminary

Public Report and revised Disclosure Abstract of July 22, 1982. The Developer is responsible for securing from each purchaser or prospective purchaser a signed receipt therefor.

The information contained in the Preliminary Public Report of May 6, 1982 has not changed except for information contained under the topical headings TAX MAP KEY, DESCRIPTION OF PROJECT, LIMITED COMMON ELEMENTS (paragraph b), PURPOSE FOR WHICH THE BUILDINGS AND EACH APARTMENT MAY BE USED, OWNERSHIP OF TITLE, ENCUMBRANCES AGAINST TITLE, PURCHASE MONEY HANDLING, MANAGEMENT OF THE PROJECT and STATUS OF PROJECT. Exhibit "A" attached hereto is intended to replace and supersede in its entirety the Exhibit "A" attached to the Preliminary Public Report. Reference to said Exhibit "A" is made in information contained under the topical headings DESCRIPTION OF PROJECT (Areas of Apartments, Limits of Apartments), COMMON ELEMENTS (paragraph f), LIMITED COMMON ELEMENTS (paragraph a) and INTEREST TO BE CONVEYED TO PURCHASER. The Disclosure Abstract attached hereto is intended to replace and supersede in its entirety to the Disclosure Abstract attached to the Preliminary Public Report. These above mentioned changes are recited in their entirety as the Commission is of the opinion that all purchasers and prospective purchasers should be cognizant of the changes.

TAX MAP KEY: 9-6-7-1

DESCRIPTION OF PROJECT: The Declaration reflects that the project consists of five (5) single-story buildings, without basements, referred to on the Condominium Map as Buildings "A" through "E", containing a total of thirty-six (36) industrial or warehouse units. The principal materials of which the buildings will be constructed are concrete, glass, concrete blocks, steel, aluminum and gypsum board. Building "A" contains nine (9) apartment units; Building "B" contains nine (9) apartment units; Building "C" contains eight (8) apartment units; Building "D" contains six (6) apartment units and Building "E" contains four (4) apartment units. There are a total of one hundred sixty-two (162) uncovered parking stalls, of which twenty-nine (29) are for compact sized vehicles, five (5) are for the handicapped and one hundred twenty-eight (128) are for standard sized vehicles. One hundred four (104) parking stalls are appurtenant to apartment units and fifty-eight (58) are for guest parking. The project is to be constructed in accordance with plans and specifications prepared by Richard Osato, AIA.

Areas of Apartments: Each apartment unit consists of three (3) rooms: 1) an enclosed office space, 2) a restroom (with toilet and basin) and 3) a warehouse area (with a coffee bar with sink and compact size refrigerator). Each of the apartments will have immediate access to a concrete sidewalk area which will have immediate access to the parking areas leading to a driveway on the grounds of the project and to Waihona

Street. The approximate areas of each apartment in the project are set forth in Exhibit "A", attached hereto and made a part hereof.

Apartment Location and Numbering. All apartments will be numbered and located as shown on the Condominium Map. Each apartment number is preceded by the alphabet of the building in which it is located; e.g. Apartment C-4 is the "4" apartment in Building "C".

Limits of Apartments. The thirty-six (36) apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or of the interior load-bearing walls, the floors and ceilings surrounding each apartment, or any pipes, wires, ducts, conduits, or other utility or service lines running through such apartments which are utilized for or serve more than one apartment, all of which are common elements. Each apartment shall be deemed to include the walls and partitions which are not load-bearing and which are within its perimeter or party walls, doors and door frames; windows and window frames; the inner decorated or finished surfaces of walls, floors and ceilings, adjoining and connected thereto; and all fixtures originally installed therein.

Notwithstanding the designation of the limits of the apartments, the square footage of each respective apartment as enumerated in Exhibit "A" is measured from the interior face of the apartment perimeter walls, and the interior face of the party walls, and no reduction is made to account for interior load-bearing walls, ducts, vent shafts and the like, located within the perimeter walls.

LIMITED COMMON ELEMENTS: Paragraph (b) under this topical heading of the Preliminary Public Report has been amended as follows:

(b) Egress and ingress to each apartment shall be by way of a concrete sidewalk area. Apartments A-1, B-1, C-1, C-8, D-1, D-6, E-1 and E-4 are fronted by an individual concrete sidewalk area. The sidewalk areas fronting these apartments shall be used for the purposes of ingress and egress to the specific apartments and shall be appurtenant to and for their exclusive use.

Apartments A-2, and A-3, A-4 and A-5, A-6 and A-7, A-8 and A-9, B-2 and B-3, B-4 and B-5, B-6 and B-7, B-8 and B-9, C-2 and C-3, C-4 and C-5, C-6 and C-7, D-2, and D-3, D-4 and D-5 and E-2 and E-3, are fronted by and share a common concrete sidewalk area. The sidewalk fronting each pair of apartments shall be used for the purposes of ingress and egress to these apartments and shall be appurtenant to and for their exclusive use.

PURPOSES FOR WHICH THE BUILDINGS AND EACH APARTMENT MAY BE USED: The apartments shall be occupied and used only for light industrial and warehouse purposes which are consistent with and appropriate to the design of the buildings and for which adequate ventilation, plumbing and similar facilities exist and for such other uses permitted from time to time by applicable zoning ordinances, rules and regulations. The apartments shall not be rented by the owners thereof for transient use which shall be defined as rental for any period less than thirty days. Neither the apartments nor any interest therein shall be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation, any so-called "vacation license", "travel club membership" or "time-interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the Project rotates among various persons on a periodically recurring basis according to a fixed or floating interval for a period of time whether by way of deed, lease, association of club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise. The apartment owners shall have the absolute right to rent or lease their apartments subject to the limitations, restrictions, covenants and conditions contained in the Declaration or in the By-Laws or in any conveyance document. Purchasers are urged to examine with care the House Rules, a copy of which has been submitted to the Commission, to familiarize themselves with limitations as to usage of the property.

OWNERSHIP OF TITLE: The Preliminary Title Report dated July 30, 1982, issued by Title Guaranty of Hawaii, Inc., states that as of the date of the search, July 30, 1982, title to the land is vested in H and S Development Limited Partnership, a Hawaii limited partnership.

ENCUMBRANCES AGAINST TITLE: A Preliminary Public Report dated July 30, 1982, issued by Title Guaranty of Hawaii, Inc., states that as of the date of the Search, July 30, 1982, title to the land is subject to:

1. Real Property Taxes as may be due and owing. For further information on taxes, check with the Tax Office, City and County of Honolulu.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Easement "1" (5 feet wide) for electrical purposes, as shown on File Plan No. 1461.
4. Easement "2" for power and telephone line purposes, as shown on File Plan No. 1461.

5. Grant in favor of the United States of America, dated March 20, 1980, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14632 at Page 61; granting a perpetual non-exclusive easement for the maintenance, operation, repair, replacement and removal of pole and wire lines, guys, anchors, conduits, etc. for the transmission of electricity as part of a system, through, over, under and across said Easement "2".

6. Easement "3" (9 feet wide) for street light purposes, as shown on File Plan No. 1461.

7. Grant in favor of the City and County of Honolulu, dated September 10, 1976, recorded as aforesaid in Liber 12070 at Page 524; granting an easement over said Easement "3".

8. Easement "5" (5 feet wide) for electrical purposes, as shown on File Plan No. 1461.

9. Grant in favor of Hawaiian Electric Company, Inc., dated April 26, 1977, recorded as aforesaid in Liber 12212 at Page 532; granting an easement over said Easement "5".

10. Reservation in favor of the United States of America, its successors and assigns, of Easement "2-F" for water pipeline purposes, as reserved in Deed dated June 24, 1964, recorded as aforesaid in Liber 4872 at Page 301.

11. Easement "7" (10 feet wide) for drainage purposes, as shown on File Plan No. 1461.

12. Grant in favor of the United States of America, dated December 10, 1981, recorded as aforesaid in Liber 16033 at Page 226; granting a perpetual non-exclusive easement for the maintenance, operation, repair, replacement and removal of a drainage structure or structures, including necessary appurtenant equipment, as part of a drainage system, through, over, under and across said Easement "7".

13. Easement "A" (5 feet wide) for electrical purposes, as shown on the Tax Map.

14. Grant in favor of Hawaiian Electric Company, Inc., dated April 26, 1977, recorded in Liber 12212 at Page 532; granting an easement over said Easement "A".

15. Declaration of Covenants for Waiawa Industrial Park dated August 26, 1975, recorded in Liber 10866 at Page 116, as supplemented by instrument recorded in Liber 13601 at Page 673.

16. Real Property Mortgage and Financing Statement dated July 22, 1982, recorded as aforesaid in Liber 16491 at Page 472, in favor of Honolulu Federal savings and loan association, in the amount of \$8,200,000.00.

17. Declaration of Covenants, Conditions and Restrictions for Hawaii Business Park dated July 29, 1982, recorded as aforesaid in Liber 16491 at Page 520.

18. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Horizontal Property Regime dated July 29, 1982, recorded as aforesaid in Liber 16491 at Page 559, as the same may hereafter be amended in accordance with law or with said Declaration. (Project covered by Condominium Map No. 853.)

Subsequent to the issuance of said Preliminary Report dated July 30, 1982, the Developer reported the following additional encumbrance:

Said Declaration was amended by an instrument dated August 30, 1982, recorded in aforesaid in Liber 16546 at Page 205.

Said Declaration was further amended by an instrument dated September 22, 1982, recorded in aforesaid in Liber 16587 at Page 339.

Said Declaration was further amended by an instrument dated January 4, 1983 recorded as aforesaid in Liber 16784 at Page 150.

19. By-Laws of Association of Apartment Owners of the Condominium Project known as "HAWAII BUSINESS PARK" dated July 29, 1982, recorded as aforesaid in Liber 16491 at Page 595, as the same may hereafter be amended.

PURCHASE MONEY HANDLING. The last paragraph under this topical heading of the Preliminary Public Report has been amended as follows:

It is incumbent upon the purchaser and the prospective purchaser that he read with care the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of apartments are placed in trust, as well as the retention and disbursement of said trust funds. The specimen Sales Contract specifically provides that the purchaser approves said Escrow Agreement that his rights under the Sales Contract are subordinate to that of any construction loan mortgage, that he has an option to acquire the fee interest, and that all apartments will be subject to the Declaration of Covenants for Pearl City Industrial Park (formerly known as Waiawa Industrial Park) and the Declaration of Covenants, Conditions and Restrictions for Hawaii Business Park. Both Declarations are of record (see ENCUMBRANCES above).

MANAGEMENT OF THE PROJECT. The Declaration provides that the management of the project shall be conducted for the Association of Apartment Owners under the direction of the

Board of Directors by a responsible corporate managing agent. The Sales Contract to be signed by the purchasers provides that the Seller (Developer) may appoint the initial managing agent of the project. The Developer designated Fergus & Company, Inc., 820 Mililani Street, Suite 616, Honolulu, Hawaii 96813 as the initial managing agent for the project. A copy of the executed Management Agreement has been submitted to the Commission.

STATUS OF PROJECT. The construction of the building commenced on or about August 1, 1982 and is scheduled for completion on or about April 1, 1983.

The purchaser or prospective purchaser should be cognizant of the fact the this published report represents information disclosed by the Developer in the required Notice of Intention submitted March 12, 1982 and information subsequently filed as of January 12, 1983.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1488, filed with the Commission on March 12, 1982.

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
Bureau of Conveyances
Planning Commission, County of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 1488

January 17, 1983

EXHIBIT "A"

<u>Apartment No.</u>	<u>Apartment Area (Gross)/ (Net)</u>	<u>Percentage Interest in the Common Elements to be Conveyed</u>	<u>Parking Stall Nos.</u>
<u>Building A</u>			
A-1	approximately 3356/3255.94 square feet	3.950%	1 (Handicapped) 2, 3 and 4
A-2	approximately 1674/1618.62 square feet	1.964%	29 (Compact) and 30
A-3	approximately 1674/1618.62 square feet	1.964%	18 (Compact) and 31
A-4	approximately 1674/1618.62 square feet	1.964%	32 (Compact) and 33
A-5	approximately 1674/1618.62 square feet	1.964%	22 (Compact) and 34
A-6	approximately 1674/1618.62 square feet	1.964%	35 (Compact) and 36
A-7	approximately 1674/1618.62 square feet	1.964%	23 and 37
A-8	approximately 1674/1618.62 square feet	1.964%	24 and 25
A-9	approximately 3276/3175.68 square feet	3.854%	26, 27, and 28 (Compact)
<u>Building B</u>			
B-1	approximately 3348/3255.94 square feet	3.950%	38, 39, 40 and 41 (Handicapped)
B-2	approximately 2371.5/2308.23 square feet	2.800%	43, 44 and 45
B-3	approximately 2371.5/2308.23 square feet	2.800%	47, 48 and 49
B-4	approximately 2371.5/2308.23 square feet	2.800%	51, 52 and 53

<u>Apartment No.</u>	<u>Apartment Area (Gross)/(Net)</u>	<u>Percentage Interest in the Common Elements to be Conveyed</u>	<u>Parking Stall Nos.</u>
B-5	approximately 2371.5/ 2308.23 square feet	2.800%	55, 56 and 57
B-6	approximately 2371.5/ 2308.23 square feet	2.800%	59, 60 and 61
B-7	approximately 2371.5/ 2308.23 square feet	2.800%	63, 64 and 65
B-8	approximately 1680/ 1618.62 square feet	1.964%	66 and 67
B-9	approximately 1618.5/ 1530.74 square feet	1.858%	68 and 69
<u>Building C</u>			
C-1	approximately 3560.5/ 3462.94 square feet	4.201%	70 (Handicapped) 71, 74 and 75
C-2	approximately 1674/ 1618.62 square feet	1.964%	78 (Compact) and 79 (Compact)
C-3	approximately 2371.5/ 2308.23 square feet	2.800%	82 (Compact), 83 (Compact) and 84 (Compact)
C-4	approximately 2371.5/ 2308.23 square feet	2.800%	86, 87 and 88
C-5	approximately 2371.5/ 2308.23 square feet	2.800%	90, 91 and 92
C-6	approximately 2371.5/ 2308.23 square feet	2.800%	94, 95 and 96
C-7	approximately 2371.5/ 2308.23 square feet	2.800%	98, 99 and 100
C-8	approximately 1748/ 1668.94 square feet	2.026%	101 and 102 (Compact)
<u>Building D</u>			
D-1	approximately 3697/ 3600.94 square feet	4.370%	104, 105, 106, 107 (Handi- capped) and 108

<u>Apartment No.</u>	<u>Apartment Area (Gross)/(Net)</u>	<u>Percentage Interest in the Common Elements to be Conveyed</u>	<u>Parking Stall Nos.</u>
D-2	approximately 2371.5/ 2308.23 square feet	2.800%	109, 110 and 111
D-3	approximately 2371.5/ 2308.23 square feet	2.800%	113, 114 and 115
D-4	approximately 2371.5/ 2308.23 square feet	2.800%	117, 118 and 119
D-5	approximately 2371.5/ 2308.23 square feet	2.800%	121, 122 and 123
D-6	approximately 3557/ 3462.94 square feet	4.202%	124, 125, 126 and 127
 <u>Building E</u>			
E-1	approximately 1680/ 1599.94 square feet	1.942%	128 (Handicapped) and 129
E-2	approximately 1960/ 1894.62 square feet	2.298%	132 and 133
E-3	approximately 2800/ 2722.62 square feet	3.303%	136, 137, 138 and 139
E-4	approximately 3710/ 3600.94 square feet	4.370%	140, 141, 142, 143 and 144
		<u>TOTAL</u>	<u>100.000%</u>

Total of 58 Parking Stalls Designated as Common Elements
(not appurtenant to any units)

5, 6, 7, 8, 9, 10, 11, 12, 13 (Compact), 14 (Compact), 15 (Compact), 16
(Compact), 17 (Compact), 19 (Compact), 20 (Compact), 21 (Compact), 42,
46, 50, 54, 58, 62, 72, 73, 76, 77, 80 (Compact), 81 (Compact), 85
(Compact), 89, 93, 97, 103 (Compact), 112, 116, 120, 130, 131, 134, 135,
145, 146, 147, 148, 149, 150, 151, 152 (Compact), 153 (Compact), 154
(Compact), 155 (Compact), 156 (Compact), 157, 158, 159, 160, 161, 162.

DISCLOSURE ABSTRACT

Name of Project: Hawaii Business Park
Waihona Street
Pearl City, Hawaii

Developer: H and S Development Limited
Partnership
4747 Kilauea Avenue, Suite 208
Honolulu, Hawaii 96816
Telephone: (808) 732-5573

Project Manager: Fergus & Company, Inc.
820 Mililani Street, Suite 616
Honolulu, Hawaii 96813
Telephone: (808) 523-5644

Use of Apartments:

The Project is zoned I-1. All apartments in the Project shall be occupied and used only for light industrial and warehouse purposes by the respective owners thereof, or their tenants. The apartments may not be used for any other purpose other than that designated by guidelines of the Comprehensive Zoning Code of the City and County of Honolulu. The parking spaces may only be used as a parking place for motor vehicles.

The respective apartments shall not be rented by the owners thereof for transient use, which shall be defined as rental for any period less than thirty (30) days. Neither the apartments nor any interest therein shall be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation, any so-called "vacation license", "travel club membership" or "time-interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the Project rotates among various persons on a periodically recurring basis according to a fixed or floating interval for a period of time, whether by way of deed, lease, association or club membership, license, rental or use or agreement, co-tenancy agreement, partnership or otherwise.

dated July 22, 1982

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 attached thereto. The apartments are subject to additional restrictions on the use as set forth in (i) the Declaration of Horizontal Property Regime of Hawaii Business Park, (ii) the By-Laws attached thereto, (iii) the Declaration of Covenants, Conditions and Restrictions for Hawaii Business Park, (iv) the Condominium Conveyance Document, (v) the sales contracts for the individual apartments, (vi) the House Rules, (vii) Declaration of Covenants for Waiawa Industrial Park and Supplemental Declaration of Restrictive Covenants, (viii) Charter of Incorporation of the Waiawa Industrial Park Association, (ix) By-Laws of Waiawa Industrial Park Association, and (x) Rules and Regulations of Waiawa Industrial Park. Copies of the foregoing documents are on file with and available for inspection in the Developer's office.

Warranties:

The specimen Sales Contract provides that the 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 the 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 the Seller to do so unless the Seller has previously given the contractor a written acceptance of such condition. The Seller shall give such notice promptly after discovery of the condition.

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 the 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:

All utilities for the apartments shall be metered separately from the common areas, and will be assessed separately and in addition to the regular monthly fee.

Attached is a breakdown on the estimated annual maintenance fees and the costs for each apartment, as prepared by the Management Agent as of December 5, 1981. The maintenance assessments cover those common expenses as set forth in the Declaration of Horizontal Property Regime and By-Laws for Hawaii Business Park. The 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 the 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 the 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.

Option to Purchase Fee Interest:

After the tenth (10th) year of the lease term and for each ten (10) year period thereafter, Purchaser has the option to purchase the fee interest in the land, under terms and conditions set forth in the condominium conveyance document. The purchase price will be that determined by Developer but Purchaser may request an arbitration by three appraisers if he cannot agree to the designated price.

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 OR 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.

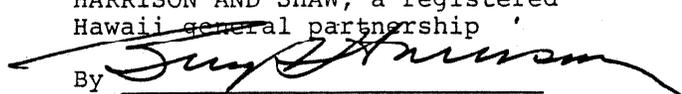
THIS DISCLOSURE ABSTRACT SUPERSEDES in its entirety any and all Disclosure Abstracts heretofore prepared and provided to prospective purchasers in connection with this Project, said Disclosure Abstract(s) being of no further force and effect.

H AND S DEVELOPMENT LIMITED
PARTNERSHIP, a registered Hawaii
limited partnership

By its general partner

HARRISON AND SHAW, a registered
Hawaii general partnership

By



Guy K. Harrison
Authorized Partner

FERGUS & COMPANY, INC. does hereby certify that the attached breakdown of Annual Maintenance Fees and the Monthly Estimated Costs for each apartment has been based on generally accepted accounting principles.

FERGUS & COMPANY, INC.

By *M. Fergus*
Its *[Signature]*
By _____
Its _____

STATE OF HAWAII)
 : SS.
CITY AND COUNTY OF HONOLULU)

On this 22nd day of July, 1982, before me appeared M. Fergus and _____, to me personally known, who, being by me duly sworn, did say that they are the President and _____, respectively, of FERGUS & COMPANY, INC., a Hawaii corporation; and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said M. Fergus and _____ acknowledged said instrument to be the free act and deed of said corporation.

Vivian Sani
Notary Public, State of Hawaii
My commission expires: 8/16/83

HAWAII BUSINESS PARK
ESTIMATED MAINTENANCE FEES FOR COMMON AREA

<u>Apt. No.</u>	<u>Percentage Common Interest</u>	<u>Monthly Estimated Maintenance Fees</u>	<u>Annually Estimated Maintenance Fees</u>
<u>Building A</u>			
A-1	3.950%	\$ 252.82	\$ 3,033.92
A-2	1.964%	125.71	1,508.51
A-3	1.964%	125.71	1,508.51
A-4	1.964%	125.71	1,508.51
A-5	1.964%	125.71	1,508.51
A-6	1.964%	125.71	1,508.51
A-7	1.964%	125.71	1,508.51
A-8	1.964%	125.71	1,508.51
A-9	3.854%	246.68	2,960.18
<u>Building B</u>			
B-1	3.950%	252.82	3,033.92
B-2	2.800%	179.22	2,150.62
B-3	2.800%	179.22	2,150.62
B-4	2.800%	179.22	2,150.62
B-5	2.800%	179.22	2,150.62
B-6	2.800%	179.22	2,150.62
B-7	2.800%	179.22	2,150.62
B-8	1.964%	125.71	1,508.51
B-9	1.858%	118.92	1,427.09
<u>Building C</u>			
C-1	4.201%	268.89	3,226.71
C-2	1.964%	125.71	1,508.51
C-3	2.800%	179.22	2,150.62

<u>Apt. No.</u>	<u>Percentage Common Interest</u>	<u>Monthly Estimated Maintenance Fees</u>	<u>Annually Estimated Maintenance Fees</u>
C-4	2.800%	\$ 179.22	\$ 2,150.62
C-5	2.800%	179.22	2,150.62
C-6	2.800%	179.22	2,150.62
C-7	2.800%	179.22	2,150.62
C-8	2.026%	129.68	1,556.13
<u>Building D</u>			
D-1	4.370%	279.71	3,356.51
D-2	2.800%	179.22	2,150.63
D-3	2.800%	179.22	2,150.63
D-4	2.800%	179.22	2,150.63
D-5	2.800%	179.22	2,150.63
D-6	4.202%	268.95	3,227.47
<u>Building E</u>			
E-1	1.942%	124.30	1,491.61
E-2	2.298%	147.09	1,765.05
E-3	3.303%	211.41	2,536.97
E-4	4.370%	279.71	3,356.51
TOTAL	<u>100.000%</u>	<u>\$6,400.67</u>	<u>\$76,808.00</u>

HAWAII BUSINESS PARK

OPERATING EXPENSE BUDGET

For the Year Ended December 31, 1983

Date Prepared December 5, 1981

ACCOUNT NO.	MAIN CLASSIFICATION	SQ. FT. AREA SERVICED	ANNUAL COST	COST PER SQ. FT.
5010	Janitorial Service		-0-	-0-
5011	Janitorial Supplies		-0-	-0-
5020	Electrical Repairs/Supplies		-0-	-0-
5030	HVAC Repairs & Maintenance		-0-	-0-
5040	Elevator Service		-0-	-0-
5051	Wages & Employment Costs		-0-	-0-
5053	Water	84630	7200	.0851
5054	Refuse Collection	84630	6720	.0794
5055	Fire Alarm Service	84630	468	.0054
5056	Miscellaneous	84630	3000	.0354
5059	General Repairs & Maint.	84630	5196	.0614
5060	Security Service		-0-	-0-
5070	Landscaping/Plant Rentals	84630	9600	.1134
5080	Management Fees	84630	14976	.1770
5084	Office Supplies & Telephone		-0-	-0-
5086	Professional Fees	84630	1200	.0142
5087	Energy Management System		-0-	-0-
5091	Electricity		-0-	-0-
5100	Insurance	84630	4300	.0508
5200	Real Estate Taxes		-0-	-0-
	SUBTOTAL	84630	52660	.6221
	RESERVE FOR CAPITAL IMPROVEMENTS	84630	24148	.2853
	TOTAL	84630	76808	.9074

HAWAII BUSINESS PARK

PEARL CITY, HAWAII

OPERATING EXPENSE BUDGET WORKSHEET

For the Year Ended December 31, 1983

Date Prepared December 5, 1981

CLASSIFICATION	MONTHLY COST	ANNUAL COST
JANITORIAL SERVICE <small>Parking lot cleaning part of landscape</small>	ng contract	
Janitorial Contract		
Special Cleaning		
Window Cleaning		
TOTAL		
JANITORIAL SUPPLIES		
Supplies		
TOTAL		
ELECTRICAL REPAIRS/SUPPLIES		
Fluorescent Lamps		
Incandescent Lamps		
Labor		
Miscellaneous Repairs		
Miscellaneous Supplies		
TOTAL		
HVAC REPAIRS & MAINTENANCE		
Maintenance Contract		
Supplies		
Water Treatment		
Tower Cleaning		
TOTAL		

CLASSIFICATION	MONTHLY COST	ANNUAL COST
ELEVATOR SERVICE		
Maintenance Contract		
O.T. Callbacks		
Telephone & Answer. Service		
Annual Inspection		
TOTAL		
WAGES & EMPLOYMENT COSTS		
Gross Wages		
FICA (%)		
W/C & TDI		
HMSA		
Christmas Bonus		
TOTAL		
WATER		
Water & Sewer Landscaping & Industrial	600	7200
TOTAL	600	7200
REFUSE COLLECTION		
Rubbish Collection	560	6720
TOTAL	560	6720
FIRE ALARM SERVICE		
Maintenance Contract		
Sprinkler, S.P. & Exting. Test	17	204
Annual Elec. Alarm Test		
Water Meter Charge	22	264
TOTAL	39	468

CLASSIFICATION	MONTHLY COST	ANNUAL COST
MISCELLANEOUS		
	250	3000
TOTAL	250	3000
GENERAL REPAIR & MAINTENANCE		
Painting	25	300
Plumbing	8	96
Keys & Lock Maintenance		
Misc. Pump Maintenance		
Signs & Graphics	25	300
Small Tools		
Other Building Supplies	25	330
Roof Maintenance	100	1200
Asphalt Maintenance	100	1200
Other G.R. & M	150	1800
TOTAL	433	5196
SECURITY SERVICE		
On-Site Guard		
Patrol Service		
TOTAL		
LANDSCAPING/PLANT RENTALS		
Landscaping Contract		
Supplies & Misc.	800	9600
Plant Rentals		
Tree Maintenance		
Include weekly parking lot cleaning, sprinkler repair, periodic tree maintenance		
TOTAL	800	9600
MANAGEMENT FEES		
Management Fees	1248	14976
Long Dist. Telephone		
Travel		
TOTAL	1248	14976

CLASSIFICATION	MONTHLY COST	ANNUAL COST
OFFICE SUPPLIES & TELEPHONE		
Office Supplies		
Office Telephone		
Pager		
TOTAL		
PROFESSIONAL FEES		
Legal Fees	33	396
Accounting Fees	67	804
Engineering Fees		
TOTAL	100	1200
ENERGY MANAGEMENT SYSTEM		
Maintenance Contract		
Lease Payment		
Depreciation		
Telephone		
TOTAL		
ELECTRICITY		
Electricity		
TOTAL		
INSURANCE		
Fire & Electricity	358	4300
Basic Liability		
Umbrella Liability		
TOTAL	358	4300
REAL ESTATE TAXES		
First Half (FYE)		
Second Half (FYE)		
TOTAL		