

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

PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

CROSSPOINTE, INCREMENT A, PHASE A-1
Kahuapaani Street
Halawa, Ewa District, Hawaii
Registration No. 1615

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 but may only take reservations therefore after

- (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: October 1, 1984
Expires: November 1, 1985

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JULY 9, 1984, AND INFORMATION SUBSEQUENTLY FILED AS OF SEPTEMBER 26, 1984. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION ON THE PROJECT IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIME LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. CROSSPOINTE, INCREMENT A, PHASE A-1 is a proposed leasehold condominium project consisting of a total of fifty-eight (58) residential apartment units in five (5) buildings plus a separate building and on-grade parking and driveway areas comprising a parking apartment.

2. The developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium project and issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners and approved floor plans) for the Project have not been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.
4. Advertising or promotional matter 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.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, October 1, 1984, unless a Supplementary or Final Public Report is issued, or the Commission, upon review of the registration, issues an order extending the effective period of this Report.
7. This Preliminary Public Report is made a part of the registration of the CROSSPOINTE, INCREMENT A, PHASE A-1 condominium project. The Developer has the responsibility of placing a true copy of this Preliminary Public Report (yellow paper stock) and attached Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor.

NAME OF PROJECT: CROSSPOINTE, INCREMENT A, PHASE A-1

LOCATION: The Project is located on a portion of that certain parcel of land at Kahuapaani Street, Honolulu, State of Hawaii, containing approximately 113,821 square feet comprising a portion of Lot 296, as shown on Map 152 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 966 (amended).

TAX KEY: First Division, 9-9-02-por.16.

ZONING: A-1 (apartment)

DEVELOPER: Gentry-Halawa Park, a Hawaii registered limited partnership, whose principal place of business and post office address is at 94-539 Puahi Street, Waipahu, Hawaii 96797. The general partner of Gentry-Halawa Park is Halawa Park Development, Ltd., a Hawaii corporation, whose principal place of business and post office address 94-539 Puahi Street, Waipahu, Hawaii 96797 (Telephone: 641-6411). The officers and directors of Halawa Park Development, Ltd. are as follows:

Thomas Henry Gentry, President
Joseph J. Ramia, Vice President
Harry D. Huffman, Vice President
A. J. Fadrowsky, III, Treasurer
Harvey Jay Migdal, Secretary

ATTORNEY REPRESENTING DEVELOPER: Harvey Jay Migdal, 94-539 Puahi Street, Waipahu, Hawaii 96797, Telephone No. 671-6411.

DESCRIPTION OF PROJECT: The proposed Declaration of Horizontal Property Regime describes the Project as follows:

A. Description of Buildings. The Project shall consist of six (6) one and two-story buildings with no basements designated as Buildings 1, 2, 6, 7, 8 (hereinafter referred to as the "Residential Buildings") and a two-level parking structure. The construction of the five residential buildings will be wood frame on concrete slab foundations with interior walls constructed of wood studding and gypsum board, exterior walls covered with composition siding and roofs constructed of plywood and asphalt shingles. The parking structure will be constructed principally of concrete and steel. Residential buildings "6," "7" and "8" will each be two stories in height and shall each contain twelve (12) apartments; Building "2" will be two stories in height and shall contain fourteen (14) apartments; and Building "1" will be one story in height and shall contain eight (8) apartments, all as more fully described in the proposed Declaration of Horizontal Property Regime and Condominium Map for the Project.

B. Description of Apartments.

(1) Residential Apartments. Freehold estates will be established within the perimeter and party walls, floors and ceilings of each of the fifty-eight (58) residential apartments distributed among the five (5) Residential Buildings of the Project, as shown on the proposed Condominium Map and as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

(2) Parking Apartment. One separate freehold estate consisting of the two-level parking structure, the on-grade parking, access driveways and turnaround areas, as shown on the proposed Condominium Map, will be established and designated the Parking Apartment.

(3) Residential Apartment Numbers and Locations. The residential apartments are numbered and located as shown on the proposed Condominium Map, with apartment designations in each Residential Building being composed of the respective building number followed by an alphabetic designation. Whether a particular Residential Building is one or two stories, the apartment designation sequence always begins with apartments located on the first floor. Beginning with the apartment designated by the number and letter combination of the building number followed by the letter "A" and progressing in a counterclockwise direction, first floor apartments in a particular Residential Building are consecutively designated by changing the letter designation in alphabetic order. The designation sequence for second story apartments begins with the apartment located directly over apartment "A" on the first floor and always begins with the alphabetic designation "R." Thus, for example, Building 6 is numbered as follows: Starting at the northwesterly corner of the first floor with Apartment 6-A and progressing counterclockwise, the first floor apartments are consecutively designated 6-B, 6-C, 6-D, 6-E and 6-F. On the second story of the building, the apartment designations begin with 6-R in the northwesterly corner and progress counterclockwise to 6-W so that Apartment 6-R is directly over 6-A, Apartment 6-S is directly over 6-B, Apartment 6-T is directly over 6-C, Apartment 6-U is directly over 6-D, Apartment 6-V is directly over 6-E and Apartment 6-W is directly over 6-F.

(4) Layout and Area of Individual Residential Apartments.

As shown on the proposed Condominium Map, there are five (5) residential apartment unit types: Type 577, Type 813, Type 848, Type 874 and Type 1005. Type 577 is a one-bedroom, one-bath apartment; Type 813 is a two bedroom, one and one-quarter bath apartment; Type 848 is a one bedroom, one and one-half bath apartment with a loft; Type 874 is a two bedroom, two bath apartment; and Type 1005 is a two bedroom two and one-half bath apartment. The Apartment Number, Unit Type, Net Living Area and Lanai area for each of the residential apartments are as set forth in Exhibit "A" attached hereto.

(5) Limits of Residential Apartments. The proposed Declaration states that each residential apartment shall be deemed to include all the walls and partitions within its perimeter or party walls which are not load bearing, the inner decorated or finished surfaces of all walls, floors and ceilings, any doors, door frames, windows and window frames along the perimeters, the airspace within the perimeters, and all the fixtures and appliances originally installed in the apartment. The respective apartments shall not be deemed to include the perimeter or party walls or the undecorated or unfinished surfaces thereof; the exterior surfaces of all doors, door frames, windows and window frames; the interior load-bearing walls; awnings (if any); the undecorated or unfinished surfaces of the floors and ceilings surrounding each apartment; any pipes, wires, conduits or other utility or service lines which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided.

(6) Limits of Parking Apartment. The proposed Declaration states that the Parking Apartment shall be deemed to include all of the area and all of the structures designated as the "Parking Apartment" on the Condominium Map, including all walls, roofs, gutters, curbs and all other structures and improvements located therein or thereon, as shown on the Condominium Map, and fixtures attached to such structures and improvements.

(7) Access to Common Elements. Each first story residential apartment has access to the grounds of the Project through a private courtyard and each second story residential apartment has access to the grounds of the Project by means of a separate exterior lanai and stairway.

Should the descriptions and divisions of the buildings set forth in the Declaration of Horizontal Property Regime conflict with the depictions and divisions shown on the Condominium Map, the Condominium Map shall control; provided, however, that the Condominium Map is intended only to show the approximate layout, location, apartment numbers and dimensions of the apartments and elevations of the buildings and is not intended and shall not be deemed to contain or make any other representation or warranty.

PARKING APARTMENT AND PARKING STALLS.

(1) Division of the Parking Apartment. As shown on the proposed Condominium Map, there are delineated within the boundaries of the parking apartment one hundred nineteen (119) separate parking stalls which are numbered 1 through 69 and 107 through 156, respectively. Parking stalls 15, 16, 20, 21, 24, 25 and 113 through 144 are compact parking stalls.

(2) Easements of Use of Parking Stalls. The proposed

Declaration provides that each residential apartment in the Project shall have reserved as appurtenant thereto the exclusive right in the nature of an easement to use one or more parking stalls in the parking apartment. The parking stall easements shall have a permanent character, subject only to such conditions, limitations, restrictions and reservations of right and use as are set forth in the proposed Declaration. The initial assignments of parking stalls, the exclusive use of which are reserved as appurtenant to the respective residential apartments in the Project, shall be as set forth in Exhibit "A" attached hereto.

(3) Visitor Parking Stalls. Parking stalls 15 through 25, inclusive are reserved as visitor parking stalls for the non-exclusive use of all owners of residential apartments in the Project, their tenants, employees, invitees and guests.

NOTE: It is the Developer's intention that the Parking Apartment will be conveyed to the Crosspointe Community Area Association subject to the easements of use described above.

COMMON ELEMENTS. The proposed Declaration states that one freehold estate is designated in all of the remaining portions of the Project called the "common elements," including specifically, but not limited to:

- (1) The land on which the Project is situate;
- (2) All structural components, such as foundations, girders, beams, supports, main walls, roofs, entrances, exits, floor slabs, unfinished perimeter, party and load-bearing walls of said residential buildings;
- (3) All yards, grounds, walkways and landscaping areas;
- (4) Installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central appurtenant transmission facilities and installations over, under or across the Project which serve more than one apartment for services such as power, light, gas, hot water, cold water, sewage, telephone, radio and television signal distribution, if any;
- (5) Any apparatus and installations existing for common use, such as tanks, pumps, motors, fans, compressors, ducts, vents and other such installations and apparatus;
- (6) All other parts of the Project necessary or convenient to its existence, maintenance and safety or normally in common use.

LIMITED COMMON ELEMENTS. The proposed Declaration sets aside certain parts of the common elements, called the "limited common elements", to be reserved for the exclusive use of certain apartments, and such apartment shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

- (1) Each residential apartment shall have for its exclusive use the mailbox bearing the same designation as such apartment;
- (2) Each ground floor residential apartment shall have for its exclusive use and enjoyment the fenced yard area which adjoins it;

(3) Each second floor residential apartment shall have for its exclusive use and enjoyment the lanai immediately adjacent to such apartment;

(4) The exterior stairways and railings which serve the various second story residential apartments and the fences which surround the fenced courtyard areas and serve the first story residential apartments shall be limited common elements respectively appurtenant to and for the exclusive use of the apartment which they serve.

(5) All other common elements of the Project which are rationally related to less than all of such residential apartments shall be limited to the use of such apartments.

INTEREST TO BE CONVEYED TO PURCHASER. The residential apartments shall be conveyed to purchasers by means of an apartment lease along with an appurtenant undivided percentage interest in the common elements. The percentage interest appurtenant to each apartment is set forth in Exhibit "A" attached hereto and shall be the same proportionate share in all common profits and expenses of the Project, including voting, except that the owner of the parking apartment shall not have any right to vote in the affairs of the Association of Apartment Owners for the Project. Each purchaser of an apartment will be issued an Apartment Lease by the Trustees of the Queen Emma Foundation ("Lessor").

Upon merger of Crosspointe, Increment A, Phase A-2, the common interest for each apartment shall change in accordance with the proposed Declaration and the paragraph herein with respect to Merger of Increments in Crosspointe, Increment A, Phase A-1 and Crosspointe, Increment A, Phase A-2.

PURPOSES OF AND RESTRICTIONS ON USE OF BUILDINGS AND INDIVIDUAL APARTMENTS: The purposes for which said buildings and other improvements and each of the apartments (other than the parking apartment) are intended and shall be restricted as to use are as follows:

1. A residential apartment shall be occupied and used only for residential purposes.

2. The residential apartments in the Project or any interest therein shall not 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.

NOTE: Purchasers and prospective purchasers of apartments are hereby specifically informed that all apartment owners, their tenants, families, servants and guests, and any other persons who may in any manner use the Project, shall be bound by and strictly comply with the provisions of the Declaration of Horizontal Property Regime, the By-Laws of the Association, and all agreements, decisions and determinations of the Association. Purchasers and prospective purchasers are therefore advised to read and fully understand the Declaration of Horizontal Property Regime and the By-Laws of the Association of Apartment Owners, prior to executing any Sales Contract for the Project.

EASEMENTS: The proposed Declaration of Horizontal Property Regime provides that the owners of apartments shall have the following easements:

1. Non-exclusive rights of access and use in and of all areas and facilities of the parking apartment, including the parking stalls set aside and reserved as visitor parking stalls, but excepting the parking stalls designated as private parking stalls, the exclusive use of which has been reserved, or may be reserved, as appurtenant to the residential apartments.

2. The apartment owners shall have a non-exclusive easement shared with all members of the Crosspointe Community Association to use those certain common areas of the Crosspointe Community Area as such areas shall be established from time to time pursuant to Article IX of the proposed Master Declaration of Covenants, Conditions and Restrictions for Crosspointe, subject to those certain specific uses and restrictions set forth in Section 9.03 of said Master Declaration.

RESTRICTIVE COVENANTS; PHASING OF DEVELOPMENT AND MERGER OF INCREMENTS:

The Developer intends to place on record a Master Declaration of Covenants, Conditions and Restrictions for Crosspointe (referred to herein as the "Master Declaration"), which will affect the Project and all other residential projects and common areas which are planned to be developed on approximately twenty-two (22) acres of additional property and which together will be known as the CROSSPOINTE COMMUNITY AREA.

The proposed Master Declaration provides, among other things, that each purchaser will automatically become a member of the Crosspointe Community Association, which Association will be primarily responsible for the management, maintenance, protection, preservation, architectural control and development of the common areas of the Crosspointe Community Area, but will also provide water, sewer, general maintenance and administrative services to all residential projects to be developed in the Crosspointe Community Area.

The proposed Master Declaration and the proposed Declaration of Horizontal Property Regime also provide that the Lessor and Developer shall have the right at their sole option to expand this Project by developing on an adjoining parcel of land a second project to be known as CROSSPOINTE, INCREMENT A, PHASE A-2, which will consist of either (a) buildings containing thirty four (34) apartments, or (b) one building containing six (6) apartments, together with a parking apartment no later than January 1, 1990, and supporting and servicing common elements, and by merging said Phase A-2 with this Project. Upon merger, the two phases will be legally combined into a single overall project to be known as CROSSPOINTE, INCREMENT A, and as a result, the common interest appurtenant to each apartment in this Project will change and will be calculated pursuant to a formula in which the denominator is the total square footage of all of the residential apartments in both phases, and the numerator is the square footage of the purchaser's apartment (the same formula used to calculate the percentage interest appurtenant to the apartment before merger).

In addition, the proposed Master Declaration and Declaration of Horizontal Property Regime provide that any two or more of the

condominium projects in the Crosspointe Community Area may be administratively merged such that the use of the respective common elements, the respective common expenses and the management of the respective affairs of the projects so merged will be shared, and such that the administration of the merged projects will be unified under one association of apartment owners. In the event of an administrative merger of projects, the ownership interests of the apartment owners in the respective condominium projects (including appurtenant common interests) will not be altered or affected.

Prospective purchasers are advised to carefully examine the proposed Master Declaration of Covenants, Conditions and Restrictions for Crosspointe, copies of which are available for inspection at the sales office of Developer and copies of which are filed with the Real Estate Commission, so that they may familiarize themselves with this Project, and what restrictions and obligations will apply to all purchasers in each project.

OWNERSHIP OF TITLE: A Preliminary Title Report issued August 31, 1984, by Security Title Corporation reports that title to the land is vested in THE QUEEN EMMA FOUNDATION, a Hawaii eleemosynary corporation. The Developer has filed with the Commission a Memorandum of Agreement dated June 25, 1984, signed by the various parties having an interest in the property setting forth the Developer's right to enter into a lease with The Queen Emma Foundation upon certain conditions being met.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report issued by Security Title Corporation reflects that the land is subject to the following encumbrances:

A. Real Property Taxes as may be due and owing; reference is made to the Office of the Finance Director, City and County of Honolulu.

B. Designation of Easement 6, as shown on Map 14, as set forth by Land Court Order No. 3639, filed August 8, 1939.

C. The terms and provisions of that certain Lease of Right of Way dated January 7, 1957, filed in said Office of the Assistant Registrar as Document No. 197902, made by THE QUEEN'S HOSPITAL, a Hawaii eleemosynary corporation, as Lessor(s), and HAWAIIAN ELECTRIC COMPANY, INC. and HAWAIIAN TELEPHONE COMPANY, as Lessee(s). Consent thereto filed as Document No. 197905.

D. Designation of Easement 215, as shown on Map 93, as set forth by Land Court Order No. 27104, filed May 31, 1967.

E. Grant dated June 14, 1967, filed in said Office of the Assistant Registrar as Document No. 430007, in favor of The City and County of Honolulu, across Easement 215, to discharge storm waters etc. Consent thereto filed as Document No. 430008.

F. Restriction of access rights, as shown on Map 139, as set forth by Land Court Order No. 49042, filed December 20, 1977.

G. Abutter's rights of vehicle access in favor of the State of Hawaii, as set forth by Final Order of Condemnation dated June 4, 1974, filed in said Office of the Assistant Registrar as Document No. 688927, under Civil No. 31504; as amended by instrument dated December 26, 1974, filed in said Office of the Assistant Registrar as Document No. 711816.

H. Designation of Restriction of Access Rights affecting Lot 296, as shown on Map 174, as set forth by Land Court Order No. 63270, filed July 21, 1982.

I. Unilateral Agreement and Declaration of Conditional Zoning dated October 19, 1982, recorded in the Bureau of Conveyances of the State of Hawaii in Book 16649 Page 107. (Not noted on Transfer Certificate of Title No. 220,615)

J. Conditions and agreements contained in that certain "Agreement for Issuance of Special Use Permit Under Section 21-2.71, Revised Ordinances of Honolulu, 1978, as Amended," dated August 22, 1984, filed in said Office of the Assistant Registrar as Document No. 1254140.

NOTE: The Developer also proposes to record the Master Declaration of Covenants, Conditions and Restrictions for the Crosspointe Community Area mentioned on Page 7 of this Report.

PURCHASE MONEY HANDLING: A copy of the Specimen Sales Contract and the executed Escrow Agreement dated June 26, 1984, with Security Title Corporation have been submitted to the Commission as a part of this registration. Upon examination, the Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended.

The Escrow Agreement establishes how proceeds from the sale of apartments and all sums received from any source are placed in escrow, as well as the methods of disbursement of said funds. The Escrow Agreement provides that a purchaser shall be entitled to a refund of his funds if one of the following occurs:

- (a) the Developer asks Escrow to refund the purchaser's funds;
- (b) the Developer notifies Escrow of Developer's exercise of option to rescind the Reservation and Sales Agreement;
- (c) the conditions provided in Sections 514A-62 or 514A-63 of the Horizontal Property Act, as amended, have been met and written notice thereof has been provided to the Developer.

In addition, the specimen sales contract provides, in part, that:

A. A purchaser may elect to cancel his contract to purchase a unit by giving written notice of such election to Developer at any time prior to the earlier of (1) the conveyance of the apartment to the Purchaser; or (2) midnight of the thirtieth (30th) day following the date of delivery of the final public report to the Purchaser. Upon such cancellation, purchaser shall be entitled to a prompt and full refund of all monies paid, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

B. The seller may cancel the Reservation and Sales Agreement and hold the purchaser in default if any material discrepancies are discovered between the financial information furnished by the purchaser and the purchaser's actual financial status. Seller may also cancel if the purchaser's application or eligibility for a mortgage loan is reject or not given unqualified approval within sixty (60) days after application.

C. The seller's mortgage loan (interim, renewals and extensions used for acquiring the land, constructing the Project, and

associated costs) shall be and remain at all times a lien prior to and superior to any and all other liens or charges on the Project, and purchasers intentionally waive, relinquish and subordinate the priority or superiority of any lien or other legal or equitable interest they may have under the Reservation and Sales Agreement in favor of the lien or charge on the Project of the security interest of the lender.

D. Seller and its agent have no program at this time nor is any program planned or contemplated to offer a rental service of any kind to the owners of apartments in the Project, either individually or in any form of pooling arrangement, or by a third party designated or arranged for by seller or its agent as to the feasibility of renting the apartment, or otherwise generating income or deriving any other economic benefit from ownership of the apartment.

E. The purchaser will pay the following closing costs: (1) one-half of all escrow fees; (2) acknowledgment fees for purchaser; (3) appraisal fees; (4) recording fees; (5) fees for purchaser's credit report; (6) costs for drafting of the mortgage and note and any assignment thereof; and (7) costs of any title insurance. All applicable mortgage costs shall be paid by purchaser, and purchaser shall pay the nonrefundable start-up fee for commencement of the operations of the Project by the Managing Agent and the Association of Apartments Owners.

Notwithstanding the provisions of paragraph E hereinabove, a purchaser whose mortgage is guaranteed by the Veterans Administration shall only be responsible for the following closing costs: (1) costs of title insurance; (2) credit report fees; and (3) recording fees for the purchaser's mortgage.

It is incumbent upon prospective purchasers that they read with care the specimen Reservation and Sales Agreement and the Executed Escrow Agreement since the Escrow Agreement establishes the procedures for receiving and disbursing purchaser's funds, and the Reservation and Sales Agreement specifically provides that the Purchaser approves the Escrow Agreement and assumes the benefit and obligations therein provided.

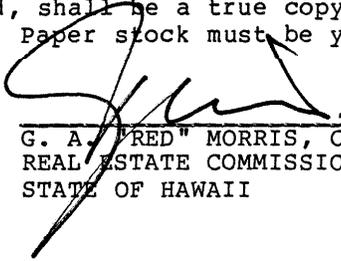
MANAGEMENT AND OPERATIONS: The proposed By-Laws of the Association of Apartment owners provide that the operation of the project shall be conducted for the Association by a responsible Managing Agent who shall be appointed by the Association. The Developer intends to designate Chaney, Brooks & Company as its initial managing agent.

STATUS OF THE PROJECT. Construction of the Project has not yet commenced, however, the Developer reports that construction of the Project will commence on approximately October 1, 1984, and will be completed in approximately April, 1985.

The purchaser or prospective purchaser should be cognizant of the fact that this published Preliminary Public Report represents information disclosed by the Developer in the Notice of Intention submitted on July 9, 1984, and information subsequently filed as of September 26, 1984.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 1615 filed with the Commission on July 9, 1984.

This Report, when reproduced, shall be a true copy of the Commission's Public Report. Paper stock must be yellow in color.



G. A. "RED" MORRIS, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

DISTRIBUTION:

Department of Finance, City and County of Honolulu
Office of the Assistant Registrar of
the Land Court
Planning Department, City and County of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 1615

October 1, 1984

EXHIBIT "A"

<u>Bldg. and Apt.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai/ Courtyard Area</u>	<u>Initial Parking Stall Assignment</u>
1-A	874	874	300	30*
1-B	848	848	195	111
1-C	848	848	195	110
1-D	874	874	300	56*
1-E	874	874	300	57*
1-F	848	848	195	2
1-G	848	848	195	1
1-H	874	874	300	27*
2-A	1005	1005	210	62*
2-B	813	813	310	67*
2-C	577	577	195	153
2-D	874	874	300	69*
2-E	874	874	300	58*
2-F	577	577	195	155
2-G	813	813	310	60*
2-H	1005	1005	210	63*
2-R	813	813	190	66*
2-S	848	848	100	152
2-T	874	874	160	68*
2-U	874	874	160	59*
2-V	848	848	100	154
2-W	813	813	190	61*
6-A	874	874	300	55*
6-B	577	577	195	7
6-C	874	874	300	36*
6-D	874	874	300	51*
6-E	577	577	195	14
6-F	874	874	300	52*
6-R	874	874	160	35*
6-S	848	848	100	8
6-T	874	874	160	54*
6-U	874	874	160	39*
6-V	848	848	100	13
6-W	874	874	160	38*
7-A	874	874	300	42*
7-B	577	577	195	5
7-C	874	874	300	53*
7-D	874	874	300	50*
7-E	577	577	195	11
7-F	874	874	300	46*
7-R	874	874	160	43*
7-S	848	848	100	6
7-T	874	874	160	37*
7-U	874	874	160	40*
7-V	848	848	100	12
7-W	874	874	160	44*
8-A	874	874	300	34*
8-B	577	577	195	3
8-C	874	874	300	49*
8-D	874	874	300	48*
8-E	577	577	195	9
8-F	874	874	300	32*

<u>Bldg. and Apt.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai/ Courtyard Area</u>	<u>Initial Parking Stall Assignment</u>
8-R	874	874	160	33*
8-S	848	848	100	4
8-T	874	874	160	41*
8-U	874	874	160	47*
8-V	848	848	100	10
8-W	874	874	160	31*

Note: * indicates covered parking

DESCRIPTION OF APARTMENT TYPES:

Type 577

One bedroom, one bath apartment located on the first level of a two-story twelve-plex building consisting of a living room/dining room, kitchen, one bedroom and one bath. All Type 577 apartments contain 577 square feet of NET LIVING AREA and, additionally, a limited common element courtyard of 195 square feet enclosed with a privacy fence.

Type 848

One bedroom, one and one-half bath apartment located on either the first or second level of a two-story eight-plex building consisting of a living room/dining room, kitchen, one bedroom, one and one-half bathrooms and a loft. All Type 848 apartments contain 848 square feet of NET LIVING AREA. In addition, first story apartments have a limited common element courtyard of 195 square feet enclosed with a privacy fence and second story apartments have a limited common element lanai of 100 square feet.

Type 813

Two bedroom, one and one-quarter bath apartment located on the first or second level of a two-story fourteen-plex building consisting of a living room/dining room, kitchen, two bedrooms and one and one-quarter bathrooms. All Type 813 apartments contain 813 square feet of NET LIVING AREA. In addition, Type 813 first story apartments have a limited common element courtyard of 310 square feet enclosed with a privacy fence and second story apartments have a limited common element lanai of 190 square feet.

Type 874

Two bedroom, two bath apartment located on either the first or second level of a two-story twelve-plex building consisting of a living room/dining room, kitchen, two bedrooms and two bathrooms. All Type 874 apartments contain 874 square feet of NET LIVING AREA. In addition, first story apartments have a limited common element courtyard of 300 square feet enclosed with a privacy fence and second story apartments have a limited common element lanai of 160 square feet.

Type 1005

Two bedroom, two and one-half bath apartment located on both first and second level of a two-story fourteen-plex building consisting of a living room/dining room, kitchen, two bedrooms and two and one-half bathrooms. All Type 1005 apartments contain 1005 square feet of NET LIVING AREA. In addition, all type 1005 apartments have a limited common element courtyard of 210 square feet enclosed with a privacy fence.

SCHEDULE OF COMMON INTERESTS

<u>Model</u>	<u>Phase A-1</u>	<u>Upon Merger of Phases of A-1 and A-2</u>
Type 577	1.20	*
848	1.76	*
813	1.69	*
874	1.82	*
1005	2.08	*
Parking Apartment	.12	*

Total Number of Models in Phase A-1

<u>Model</u>		<u>Percentage Common Interest for Phase A-1</u>	<u>Total Percentage Common Interest</u>
Type 577	8 x	1.20	9.60
848	12 x	1.76	21.12
813	4 x	1.69	6.76
874	32 x	1.82	58.24
1005	2 x	2.08	4.16
Parking Apt.	1	.12	.12
	<u>59</u>		<u>100.00%</u>

*TO BE DETERMINED BASED ON THE FORMULA SET FORTH IN THE PARAGRAPH WITH RESPECT TO MERGER ON PAGE 7 OF THIS REPORT BEFORE THE DEVELOPER SUBMITS FOR THE REAL ESTATE COMMISSION'S FINAL PUBLIC REPORT.

CROSSPOINTE, Increment A, Phase A-1
DISCLOSURE ABSTRACT
as of September 25, 1984
Registration No. 1615

1. NAME AND ADDRESS OF PROJECT: CROSSPOINTE,
Increment A, Phase A-1, Kahuapaani Street, Honolulu, Hawaii.

2. NAME AND ADDRESS OF DEVELOPER Gentry-Halawa Park,
a Hawaii limited partnership, 94-539 Puahi Street, Waipahu,
Hawaii 96797, TELEPHONE: (808) 671-6411.

3. MANAGING AGENT OF PROJECT. Chaney, Brooks &
Company, 606 Coral Street, Honolulu, Hawaii, TELEPHONE: (808)
544-1600.

4. MAINTENANCE FEES. The breakdown of the annual
maintenance fees and the monthly estimated costs for each
dwelling, which is hereby certified to be based on generally
accepted accounting principles, is more particularly set forth
in Exhibit "A" attached hereto and made a part hereof. The
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 Managing Agent and
are subject to revision based on actual costs for items
enumerated. Maintenance fees can vary depending on services
desired by apartment owners. Each Buyer should check the
attached maintenance fee schedule to see what services are
included therein.

5. WARRANTIES. Except for defects in any appliance
or other consumer product (for which no warranty, express or
implied, is given by the Developer and which shall be covered
only by the respective manufacturers' or dealers' warranties, if
any), Developer shall remedy all defects in in the apartment due
to faulty material or workmanship which are discovered and
brought to the attention of Developer within one (1) year from
the date of closing of purchaser's loan to purchase the
apartment; Developer also warrants and shall remedy all defects
in the common elements of the Project for a period of one year
commencing on the date at least sixty percent (60%) of the
voting rights in the Project have been transferred to apartment
owners other than the Developer. For purposes of the foregoing
apartment warranty and common elements warranty, Seller agrees
to repair, renovate, restore or replace any defective material
or workmanship within the respective warranty periods. Routine
maintenance work is not covered by any warranty. Except for the
foregoing warranties, THE DEVELOPER MAKES NO WARRANTIES, EXPRESS
OR IMPLIED, WITH RESPECT TO THE APARTMENT, THE PROJECT, OR
CONSUMER PRODUCTS CONTAINED IN THE APARTMENT OR THE PROJECT,
INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY,
FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY OR WORKMANLIKE
CONSTRUCTION. The execution and delivery of the lease conveying
the apartment from the Lessor to purchaser shall operate as an
assignment from the Developer to purchaser of manufacturers' or
dealers' warranties, if any, covering any appliance and other
consumer products for the unexpired term thereof, to the extent

that Developer has the right and power to make such an assignment. Purchaser acknowledges and agrees that Developer is not stating that any such warranties exist, or that such an assignment will be effective, is not adopting any such manufacturers' or dealers' warranties, and is not acting as a co-warrantor, but is merely attempting to pass through to the purchaser the benefits of such warranties, if any. The terms of the manufacturers' or dealers' written warranties, if any, are available for purchaser's examination at Developer's office.

6. USE. The Project shall consist of one parking apartment for the exclusive use of residents in the Project and fifty-eight (58) one and two bedroom apartments which shall be utilized for residential purposes only.

7. EXTENT OF NON-RESIDENTIAL DEVELOPMENT. Except for the Parking Apartment which is reserved for the exclusive use of residents of the Project, the Declaration and By-Laws do not authorize any commercial or non-residential use of the Project.

GENTRY-HALAWA PARK
By Its General Partner
HALAWA PARK DEVELOPMENT, LTD.

By *Robert J. ...*
Its Vice President

By *Harvey Jay ...*
Its Secretary

PORPOSED OPERATING BUDGET

CROSSPOINTE A-1

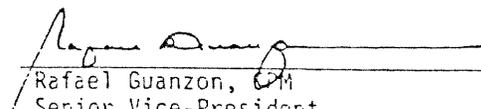
(58 Units)

<u>RECEIPTS</u>	<u>Monthly</u>	<u>Annually</u>	<u>Remarks</u>
Maintenance Fees	\$ 2,394	\$ 28,728	
Association Dues	2,204	26,448	
TOTAL RECEIPTS	\$ 4,598	\$ 55,176	
<u>DISBURSEMENTS</u>			
Tax Fees	\$ 13	\$ 156	Tax Filing
Insurance Package	450	5,400	
Insurance Liability	30	360	
Insurance - Other	30	360	D & O
Management & Acctg. Services	598	7,176	Fiscal Svc. Only
Misc. & Project Office Expenses	50	600	
Refuse Service	140	1,680	2 Bins
Maintenance & Repair - Other Equip.	25	300	
Supplies, Grounds	50	600	
Supplies, Electric & Lighting	50	600	
Supplies, Building & Other	50	600	
Electricity	125	1,500	
Water/Sewer	565	6,780	
Association Dues	2,204	26,448	
SUBTOTAL DISBURSEMENTS	\$ 4,380	\$ 52,560	
TRANSFER TO RESERVES	\$ 218	\$ 2,616	
TOTAL DISBURSEMENTS	\$ 4,598	\$ 55,176	

The operating budget (prorated on a monthly basis) and the estimated monthly cost for each unit is for one year commencing July 1984. The information contained herein is based on data available to us at this time.

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

June 15, 1984


 Rafael Guanzon, CM
 Senior Vice-President
 Chaney, Brooks & Company

CIMNEY, LARSON & COMPANY

PROPOSED OPERATING BUDGET FOR CROSSPOINTE COMM ASSOC Fall

		Monthly	Annually	Remarks
<u>RECEIPTS</u>				
5110	Maintenance Fees			
5113	Start-Up Fees			
5210	Rental Income			
5214	Parking			
5300	Commissions			
5410	Interest Income			
5911	Late Fees			
5912	Air-Conditioning Fees			
5913	Special Assessments			
5918	Recreation Fees			
5990	Other Receipts	21096	253152	
	TOTAL RECEIPTS	21096	253152	
<u>DISBURSEMENTS</u>				
6010	Audit & Tax Fees	125.00	1500.00	
6080	Insurance Package	100.00	1200.00	PER CAL
6081	Insurance - Fire			
6082	Insurance - Liability	84.00	1008.00	5000.00 U
6083	Insurance - Other	65.00	780.00	7M/ATD
6084	Insurance - Medical	640.00	7680.00	PER FUND
6085	Insurance - Workmen's Compensation	928.00	11136.00	
6090	Janitorial Service			
6110	Lease Rent			
6120	Legal Fees			
6130	Management & Acctg. Services	809.00	9708.00	Full Svc
6140	Misc. & Project Office Expenses	100.00	1200.00	
6150	Petty Cash Reimbursement	100.00	1200.00	
6180	Refuse Service	140.00	1680.00	2 Bays
6210	Maintenance & Repair - Building			
6221	Maintenance & Repair - Elevator			
6222	Maintenance & Repair - Air Conditioner			
6223	Maintenance & Repair - Sewage Facility			
6224	Maintenance & Repair - Other Equip.			
6230	Maintenance & Repair Grounds	100.00	1200.00	
6240	Maintenance & Repair Pool			
6250	Maintenance & Repair - Pest Control			
6267	Maintenance & Repair - Road			
6268	Maintenance & Repair - Roof			
6269	Maintenance & Repair - Painting			
6332	Payroll, Maintenance	6228.00	74736.00	6 @ 5.16
6341	Payroll, Resident Manager	1500.00	18000.00	
6342	Lodging, Resident Manager			
6360	Payroll, Security Guard			
6390	Payroll, Other			
6410	Security Service	4426.00	53112.00	24 hrs 7d
6520	Supplies, Grounds	300.00	3600.00	
6530	Supplies, Janitorial	30.00	360.00	
6550	Supplies, Painting	50.00	600.00	
6560	Supplies, Pool	200.00	2400.00	
6580	Supplies, Electric & Lighting	100.00	1200.00	
6590	Supplies, Building & Other	75.00	900.00	
6510	TV Signal			
6710	Taxes, Gross Income			
6720	Taxes, Payroll			
6730	Taxes, Real Property	921.00	11052.00	
6740	Taxes, Corporate Income			
6811	Electricity	1650.00	19800.00	
6812	Gas			
6813	Telephone	30.00	360.00	
6814	Water/Sewer	200.00	2400.00	
6920	Mortgage Loan Payment			
6990	Other Disbursements	250.00	3000.00	
6994	Capital Expenditures			
	SUBTOTAL DISBURSEMENTS	19178.00	230136	
	TRANSFER TO RESERVE			
	TOTAL DISBURSEMENTS	21096.00	253152	

PREPARED BY: _____ DATE: _____

ADDITIONAL REMARKS:

S-2344