



**REAL ESTATE COMMISSION
STATE OF HAWAII**

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
PROFESSIONAL & VOCATIONAL LICENSING DIVISION
1010 Richards Street
P. O. Box 3469
Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

on

HALEIWA HALE
66-665 Haleiwa Road, 66-080, 66-082, 66-084,
66-086 Wana Place and 66-078 Smiley Place
Haleiwa, Hawaii

Registration No. 1634 (conversion)

Issued: December 29, 1986
Expires: January 29, 1988

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of December 3, 19 86 and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

- PRELIMINARY:** (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.
- FINAL:** (white) The developer has legally created a condominium and has filed complete information with the Commission.
 - Supersedes all prior public reports
 - Must be read together with _____
- SUPPLEMENTARY:** (pink) Updates information contained in the
 - Prelim. Public Report dated February 6, 1985
 - Final Public Report dated March 10, 1986
 - Supp. Public Report dated _____

And Supersedes all prior public reports

 - Must be read together with _____
 - This report reactivates the _____ public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required Not Required -- disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

1. A First Amendment to Declaration of Horizontal Property Regime of Haleiwa Hale dated October 14, 1986 has been executed and recorded at the Bureau of Conveyances of the State of Hawaii at Liber 19965, Page 448. This Amendment (1) revises the insurance requirements of the Declaration of Horizontal Property Regime to eliminate certain of the obligations of the Association of Apartment Owners to the present fee owner, and (2) revises and clarifies the limitations placed on replacement and reconstruction of the apartments by a variance issued February 7, 1985 by the Zoning Board of Appeals of the City and County of Honolulu. See III.C.10 herein.

2. Changes have been made in the fraction of the common interest apportioned to each apartment. See III.D.3 herein.

TABLE OF CONTENTS

	page
Report Purpose	1
Type of Report	1
Summary of Changes from Earlier Public Reports	2
Table of Contents	3
General Information on Condominiums	4
Summary of the Condominium Project	5
I. PEOPLE CONNECTED WITH THE PROJECT	6
Developer	Managing Agent
Real Estate Sales Agent	Attorney for Developer
Escrow Company	
II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	
A. Declaration	7
B. Condominium Map (File Plan)	7
C. Bylaws	7
D. House Rules	8
E. Changes to Condominium Documents	8
III. THE CONDOMINIUM PROJECT	
A. Interest to be Conveyed to Buyer	9
B. Underlying Land	10
C. Buildings and Other Improvements	10
D. Common Elements, Limited Common Elements, Common Interest	14
E. Encumbrances Against Title	15
F. Management of the Common Elements	15
G. Maintenance Fees	16
H. Utility Charges	16
I. Construction Warranties	16
J. Status of Construction	17
K. Project Phases	17
L. Sales Documents Filed with the Real Estate Commission	17
IV. ADDITIONAL INFORMATION NOT COVERED ABOVE	18
Buyer's Right to Cancel Sales Contract	19
Signature of Real Estate Commission Chairman	20
EXHIBIT A: Architect's disclosure statement	
EXHIBIT B: Statement of Building Dept., City & County of Honolulu	
EXHIBIT C: Description of common elements	
EXHIBIT D: Description of limited common elements	
EXHIBIT E: Description of common interests	
EXHIBIT F: Encumbrances against title	
EXHIBIT G: Estimate of initial maintenance fees and estimate of maintenance	
EXHIBIT H: Summary of sales contract	fee disbursements
EXHIBIT I: Summary of escrow agreement	
EXHIBIT J:	

GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Horizontal Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

Common elements are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called limited common elements and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged, or encumbered, and they may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Some condominium projects are leasehold. This means that the land or the land, building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owner/tenant) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements. The leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without a vote of the owners. Some of these actions may significantly impact the quality of life for all apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT

(cite to appropriate pages
in text of report)

Interest to be Conveyed to Buyer:

Fee simple

Type of Project:

- 1. New Building(s) Conversion
 Both New Building(s) and Conversion
- 2. Residential Commercial
 Mixed Residential and Commercial
 Other _____
- 3. High Rise (5 stories or more) Low Rise
- 4. Single or Multiple Buildings
- 5. Apartment Description

Apt. Type	Qty	BR/Bath	Net Living Area*	Lanai/Patio
<u>1</u>	<u>1</u>	<u>3/1</u>	<u>929</u>	_____
<u>2</u>	<u>1</u>	<u>2/1</u>	<u>755</u>	_____
<u>3</u>	<u>1</u>	<u>3/1</u>	<u>1023</u>	_____
<u>4</u>	<u>1</u>	<u>2/1</u>	<u>713</u>	_____
<u>5</u>	<u>1</u>	<u>2/1</u>	<u>713</u>	_____
<u>6</u>	<u>1</u>	<u>2/1</u>	<u>713</u>	_____

Total Apartments: 6

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

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

6. Parking:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>6</u>
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: _____	_____
Total Parking Stalls	<u>6</u>

7. Recreational amenities:

None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Dayle Leroy Pescaia and
Vivian Leilani Akana
Name _____ Phone: _____
Pescaia: 2122 Puna Street, Honolulu, Hawaii 96817 (Business)
Business Address _____ 595-4666
Akana: 2211 Ala Wai Blvd. #1507, Honolulu, Hawaii 96815 924-7188

Names of officers or general partners of developers who are corporations or partnerships:

Real Estate Sales Agent: Vivian Ramos/Liz Benton Realtors
Name _____ Phone: 487-7961
98-211 Pali Momi Street, Suite 411 (Business)
Business Address _____
Aiea, Hawaii 96701

Escrow: Founders Title and Escrow of Hawaii
Name _____ Phone: 487-7202
98-211 Pali Momi Street, Suite 535 (Business)
Business Address _____
Aiea, Hawaii 96701

Managing Agent: Liz Benton, Inc., Realtors
Name _____ Phone: 487-7961
98-211 Pali Momi Suite 411 (Business)
Business Address _____
Aiea, Hawaii 96701

Attorney for Developer: Peter T. Kashiwa
Name _____
130 Merchant Street, Suite 1600
Business Address _____
Honolulu, Hawaii 96813

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

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Horizontal Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

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

The Declaration for this condominium is:

Proposed
 Recorded – Bureau of Conveyances – Book 19283 Page 355
 Filed – Land Court – Document Number _____

Amendment date(s) and recording/filing information:

First Amendment to Declaration of Horizontal Property Regime of Haleiwa Hale recorded at the Bureau of Conveyances at Book 19965, Page 448.

- B. Condominium Map (File Plan) shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

Proposed
 Recorded – Bureau of Conveyance Condo Map No. 988
 Filed – Land Court Condo Map No. _____

Amendment date(s) and recording/filing information:

- C. Bylaws of the Association of Apartment Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded – Bureau of Conveyances – Book 19283 Page 377
 Filed – Land Court – Document Number _____

Amendment date(s) and recording/filing information:

D. **House Rules.** The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial house rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed Adopted

Developer does not plan to adopt house rules.

E. **Changes to Condominium Documents**

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

1. **Apartment Owners:** Minimum percentage of apartment owners who must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%	<u>75%</u>
Bylaws	65%	<u>75%</u>
House Rules	—	<u> </u>

The percentages for individual condominium projects may be more than the minimum set by law.

2. **Developer:** The developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules:

None.

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- Fee Simple: Individual apartments and the underlying land will be in fee simple.
- Leasehold or Subleasehold: Individual apartments and the underlying land will be leasehold.

The leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanations.

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

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

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

- Individual Apartments in Fee Simple, Underlying Land in Leasehold or Subleasehold:

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

Exhibit _____ contains further explanations.

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

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

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

- Other:

For Subleaseholds:

- Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is
 Cancelled Foreclosed.

- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is cancelled or foreclosed.

B. Underlying Land:

Address: 66-665 Haleiwa Road, 66-080, 66-082,
66-084, 66-086 Wana Place and Tax Map Key: 1st:6-6-14-12
66-078 Smiley Place, Haleiwa Hale (TMK)

Address TMK is expected to change because _____

Land Area: 28,010 square feet acre(s) Zoning: AG-1

Fee Owner: Richard Melanio Tomisa, Candelaria Tomisa, Thomas C. Baquiro
name
Tomisas: 66-082 Wana Place, Haleiwa, Hawaii 96712
address
Baquiro: 963 Robello Lane, Honolulu, Hawaii 96817

Sublessor: _____
name

address

C. Buildings and Other Improvements:

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

2. Buildings: 6 Floors Per Building: 1

Exhibit _____ contains further explanations.

3. Principal Construction Material:

- Concrete Hollow Tile (Bldgs 3-6) Wood (Bldgs 1 and 2)
 Other _____

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Industrial	_____
<input checked="" type="checkbox"/> Residential	<u>6</u>	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input type="checkbox"/> Other:	_____		_____

5. Special Use Restrictions:

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

[] Pets: _____

[] Number of Occupants: _____

[] Other: _____

[X] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 6

Elevators 0 Stairways 0 Trash Chutes 0

<u>Apt. Type</u>	<u>Qty</u>	<u>BR/Bath</u>	<u>Net Living Area*</u>	<u>Lanai/Patio</u>
<u>1</u>	<u>1</u>	<u>3/1</u>	<u>929</u>	<u>_____</u>
<u>2</u>	<u>1</u>	<u>2/1</u>	<u>755</u>	<u>_____</u>
<u>3</u>	<u>1</u>	<u>3/1</u>	<u>1023</u>	<u>_____</u>
<u>4</u>	<u>1</u>	<u>2/1</u>	<u>713</u>	<u>_____</u>
<u>5</u>	<u>1</u>	<u>2/1</u>	<u>713</u>	<u>_____</u>
<u>6</u>	<u>1/</u>	<u>2/1</u>	<u>713</u>	<u>_____</u>

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

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

Boundaries of Each Apartment: Each apartment is bounded by the outside of the perimeter walls, floors and roofs of each building, together with appurtenant decks, porches, and appurtenant structures, all as shown on Condominium File Map No. 988. The respective apartments shall not be deemed to include any pipes, wires, conduits, or other utility or service lines running through such apartment which are utilized for or serve more than one apartment.

Permitted Alterations to Apartments: None.

7. Parking Stalls:

Total Parking Stalls: 6

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for individual units)	<u>4</u>	<u>2</u>	_____	_____	_____	_____	_____
Guest Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra Available for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open	<u>6</u>	_____	_____	_____	_____	_____	_____

Each apartment will have the exclusive use of at least 1 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

- Commercial parking garage permitted in condominium project.
- Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

- There are no recreational or common facilities.
- Swimming pool
- Recreation Area
- Tennis Court
- Other: _____
- Storage Area
- Laundry Area
- Trash Chute

9. Present Condition of Improvements

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

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

See Exhibit "A" attached hereto.

b. Compliance with Building Code and Municipal Regulations; Cost to Cure Violations

The buildings in compliance with building codes in effect at the time of construction. All repairs, replacement, relocation or reconstruction must be in compliance with the statement of the City and County of Honolulu Building Department attached hereto as Exhibit "B" and the variance described below.

10. Conformance to Present Zoning Code

a. No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows: Zoning variance 84/ZBA-81 dated February 7, 1985 allows repair of existing dwellings, and allows replacement, relocation, and reconstruction with the approval of the Dept. of Land Utilization of the City and County of Honolulu. No addition or enlargement is permitted without obtaining an amendment to said variance.

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

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

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

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

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

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

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

1. Common Elements: Common Elements are those parts of the condominium project intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit "C" describes the common elements.

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which may use them are:

described in Exhibit "D"

as follows:

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

Exhibit "E" describes the common interests for each apartment.

as follows:

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property.

Exhibit "F" describes the encumbrances against the title contained in the title report dated December 3, 1986.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

- There are no blanket liens affecting title to the individual apartments.
- There are blanket liens which may affect title to the individual apartments.

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Mortgage	None. As each apartment is sold, it will be released from the mortgage.

F. Management of the Common Elements: The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial managing agent for this condominium is:

- not affiliated with the Developer.
- the Developer or the Developer's affiliate.
- other _____

G. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided to each apartment.

Exhibit "G" contains a schedule of maintenance fees and maintenance fee disbursements.

H. Utility Charges for Apartments:

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Television Cable |
| <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Water & Sewer |
| <input type="checkbox"/> Other _____ | |

I. Construction Warranties:

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

1. Building and Other Improvements:

Buildings and other improvements in the project are offered in "As Is" and "Where Is" condition, without any warranties express or implied, including but not limited to any implied warranties of merchantability, habitability or fitness for particular purpose.

2. Appliances:

None.

J. Status of Construction and Estimated Completion Date:

All buildings are completed.

K. Project Phases:

The developer has has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's Present Plans for Future Development:

L. Sales Documents Filed with the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

Notice to Owner Occupants

Specimen Sales Contract

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

Escrow Agreement dated September 11, 1985

Exhibit I contains a summary of the pertinent provisions of the escrow agreement.

Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

1. The Developer delivers to the buyer a copy of:
 - a. Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report;
AND
 - b. Any other public report issued by the Commission prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
2. The buyer is given an opportunity to read the report(s); and
3. One of the following has occurred:
 - a. The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - b. Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - c. The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. The buyer has not waived the right to rescind.

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

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Horizontal Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other _____

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS and Hawaii Administrative Rules Chapter 16-107) are available at the Department of Commerce and Consumer Affairs.

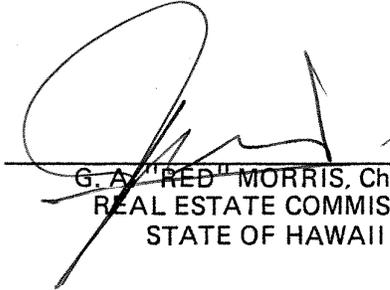
This Public Report is a part of Registration No. 1634 filed with the Real Estate Commission on September 17, 1984.

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

yellow paper stock white paper stock pink paper stock

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

Supplementary Public Reports expire on the expiration date given on the front of the report.



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

Distribution:

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

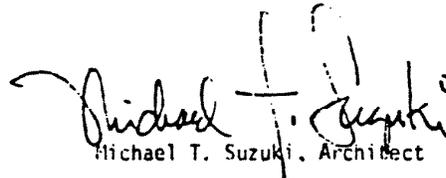
Exhibit A

DISCLOSURE STATEMENT

The property is located in Haleiwa at the following addresses, 66-665 Haleiwa Road, 66-080, 66-082, 66-084, 66-086 Wana Place, and 66-078 Smiley Place, Haleiwa.

In total, six homes are located on the property. One home is approximately 36 years old, four homes are approximately 28 years old, and one home is approximately 41 years old. The structures are visibly in fair condition. From a latent viewpoint, there is no knowledge of the condition of the supporting structures of these homes.

The homes are all being offered for sale in their present "as is" condition. "As is" for the purpose of this offering includes both visible and latent known and unknown faults in these homes. In this regard, the developers offer no guarantees on these homes and indemnifies themselves from any and all situations arising out of the conditions of these homes.


Michael T. Suzuki, Architect

No. 1428-A

August 16, 1984

BUILDING DEPARTMENT
CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING
85 SOUTH KING STREET
HONOLULU HAWAII 96813

EILEEN R. ANDERSON
MAYOR



ROY H. TANJI
DIRECTOR AND BUILDING SUPERINTENDENT

WILLIAM F. REMULAR
DEPUTY DIRECTOR

Ex84-152

September 14, 1984

Ms. Lani Akana, Realtor
Liberty Homes, Inc.
95-221 Kipapa Drive
Mililani, Hawaii 96789

Dear Ms. Akana:

Subject: Condominium Conversion Project
66-665 Haleiwa Road, 66-080, 66-082,
66-084, 66-086 Wana Place and
66-078 Smiley Place
Tax Map Key: 6-6-14: 12

This is in reply to your letter dated July 26, 1984, requesting confirmation that the 6 one-story single-family dwellings located at 66-665 Haleiwa Road, 66-080, 66-082, 66-084, 66-086 Wana Place and 66-078 Smiley Place met all code requirements at the time of construction.

Investigation revealed that the 6 one-story single-family dwellings with 6 off-street parking spaces met the code requirements when they were constructed.

For your information, these 6 single-family dwellings are existing nonconforming uses of structures. Therefore, repairs exceeding 10% of the replacement value of the building may not be made within any 12 consecutive months and any building demolished by any means may not be replaced unless a variance is obtained from the Zoning Board of Appeals.

Regulations pertaining to nonconforming uses of structures are in Section 21-1.7(c) of the Comprehensive Zoning Code.

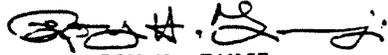
No variances or special permits were granted to allow deviations from any applicable codes.

EXHIBIT B

Ms. Lani Akana
Page 2
September 14, 1984

If you have any questions regarding this matter, please contact Mr. Noboru Taketa or Mr. Robert Yakabe of this office at telephone 523-4573.

Very truly yours,



ROY H. TANJI
Director and Building
Superintendent

Subscribed and sworn to
before me this 13th day of
SEPTEMBER, 1984.

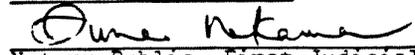

Notary Public, First Judicial Circuit
State of Hawaii
My commission expires: 1-31-1988

EXHIBIT C

HALEIWA HALE
COMMON ELEMENTS

1. The land described in Condominium File Map No. 988, in fee simple;
2. All yards, grounds and landscaping;
3. All roads, driveways, easements, accessways and parking areas;
4. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the Project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any;
5. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

EXHIBIT D

HALEIWA HALE
LIMITED COMMON ELEMENTS

Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows:

(a) All yards, grounds, landscaping, driveways, walkways, steps and other installations included within the boundary designated "Yard 1" on the Condominium File Plan, including a carport thereon of approximately 402 square feet of land, shall be appurtenant to and for the exclusive use of Apartment 1;

(b) All yards, grounds, landscaping, driveways, walkways, steps and other installations included within the boundary designated "Yard 2" on the Condominium File Map, including a carport thereon of approximately 378 square feet of land, shall be appurtenant to and for the exclusive use of Apartment 2;

(c) All yards, grounds, landscaping, driveways, walkways, steps and other installations included within the boundary designated "Yard 3" on the Condominium File Map, including undesignated parking thereon, and containing approximately 5,161 square feet of land, shall be appurtenant to and for the exclusive use of Apartment 3;

(d) All yards, grounds, landscaping, driveways, walkways, steps and other installations included within the boundary designated "Yard 4" on the Condominium File Map, including a carport thereon of approximately 192 square feet, and containing approximately 4,913 square feet of land, shall be appurtenant to and for the exclusive use of Apartment 4;

(e) All yards, grounds, landscaping, driveways, walkways, steps and other installations included within the boundary designated "Yard 5" on the Condominium File Map, including a carport thereon of approximately 180 square feet of land, and containing approximately 3,440 square feet of land, shall be appurtenant to and for the exclusive use of Apartment 5;

(f) All yards, grounds, landscaping, driveways, walkways, steps and other installations included within the boundary designated "Yard 6" on the Condominium File Map, including undesignated parking thereon, and containing approximately 3,835 square feet of land, shall be appurtenant to and for the exclusive use of Apartment 6;

(g) A roadway designated as Wana Place on the Condominium File Map, containing approximately 4,875 square feet shall be for the exclusive use of Apartments 1, 2, 3, 4 and 5.

(h) A private driveway easement for ingress and egress of Apartment 6 to and from Haleiwa Road over the portion of Lot 3-B immediately adjacent to Apartment 6 and granted by and described in that certain Grant of Easement made by the Fee Owner shall be for the exclusive use of Apartment 6.

The owner of each apartment shall be individually responsible for the proper repair and maintenance of such limited common elements appurtenant to his respective apartment and shall at all times keep the same in good order and condition, and maintain and keep the land of such area and all land adjacent thereto in a neat and attractive condition and all trees and shrubs and grass therein in good cultivation and replant the same as may be necessary, and repair and make good all defects in the same of which notice shall be given by the Board of Directors or Managing Agent, within thirty (30) days after the giving of such notice. The owner of each apartment shall make, build, maintain and repair all fences, sewers, drains, roads, roadways, curbs, sidewalks and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of his individual apartment or the limited common elements appurtenant thereto.

EXHIBIT E
HALEIWA HALE
COMMON INTERESTS

<u>Apartment No.</u>	<u>Percentage of Common Interest</u>
1	22.2%
2	15.9%
3	18.4%
4	17.5%
5	12.3%
6	13.7%

EXHIBIT F

HALEIWA HALE
ENCUMBRANCES AGAINST TITLE

The Preliminary Title Report by Founders Title and Escrow of Hawaii dated December 3, 1986, states that title to the property is subject to the following encumbrances:

1. Any taxes that may be due and owing and a lien on the land, reference is hereby made to the Office of the Tax Assessor of the First Division, City and County of Honolulu, Hawaii.
2. Reservation in favor of the State of Hawaii of all minerals and metallic mines.
3. Right of Way dated October 1, 1884, recorded on October 20, 1884 in Book 90, Page 258, in favor of YOUNG ANIN L. AHUNA, their heirs and assigns forever, granting a right-of-way to dig a ditch and enter a drain, 4 feet wide.
4. Grant dated February 19, 1948, recorded on March 8, 1948 in Book 2110, Page 475, in favor of THE HAWAIIAN ELECTRIC COMPANY, LIMITED, a Hawaii corporation and MUTUAL TELEPHONE COMPANY, also a Hawaii corporation, granting an easement for utility purposes.
5. Mortgage dated February 27, 1979, recorded on February 28, 1979, in Book 13513, Page 87, made by RICHARD MELANIO TOMISA and CANDELARIA TOMISA, husband and wife, and THOMAS C. BAQUIRO, unmarried, as Mortgagor, to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAWAII, a federal corporation organized and existing under the laws of the United States of America (now known as FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AMERICA), as Mortgagee.
6. Declaration of Horizontal Property Regime, dated February 4, 1986, recorded in Book 19283, Page 355; By-laws dated September 3, 1985, recorded in Book 19283, Page 377, and Condominium File Map No. 988.

7. Grant of Easement, dated February 5, 1986, recorded in the Bureau of Conveyances in Liber 19283, Page 345, for ingress and egress over a portion of Lot 3-B to and from Apartment No. 6 and Haleiwa Road.

EXHIBIT G

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months =	<u>Yearly Total</u>
1 - 6	\$ 30.00per unit	360.00 <u> x 6</u> \$ 2160.00

Each new buyer will be assessed a \$50.00 start up fee (including resales to be used for a reserve maintenance fund.) Each new buyer will also be assessed a \$100.00 start up fee for setting up accounting records. Each resale will be charged a \$50.00 transfer fee.

[] Revised on November 17, 1986

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning
Electricity
 [] common elements only
 [] common elements
 and apartments
Gas
Refuse Collection
Telephone
Water and Sewer \$ 40.00 x12 \$480.00
 Cesspool Contract \$ 123.00 x 6 \$738.00
Maintenance, Repairs and Supplies

Building
Grounds

Management \$742.00

Management Fee
Payroll and Payroll Taxes
Office Expenses

Insurance Liability \$200.00

Reserves

Taxes and Government Assessments

Audit Fees

Other

TOTAL

i/We, Liz Benton, Inc., Realtors, as managing agents for the condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Maria H. Flesher, PA
Property Manager
Date: 11/17/86

EXHIBIT H

HALEIWA HALE
SUMMARY OF SALES CONTRACT

The provisions of the Sales Contract should also be carefully read and understood. It provides among other things, that:

1. Notwithstanding any provisions of the Sales Contract to the contrary, it is expressly understood and agreed that unless and until Developer: (i) obtains the issuance by the Real Estate Commission of the State of Hawaii of the Supplementary Public Report on the Project; and (ii) has received from Purchaser a fully executed receipt for the Supplementary Public Report; and until Developer has obtained valid and enforceable (as determined by Developer in its sole discretion) sales contracts for at least seventy-five percent (75%) of the apartments in the Project, then the Sales Agreement shall represent only a reservation by the Purchaser and shall not be binding upon Developer, and until such time, said Sales Agreement may be terminated at any time and without cause by Developer in its sole discretion. In the event of such termination, Developer shall cause Escrow to refund to Purchaser all payments previously made by Purchaser, and neither party shall have any other or further liability. If the Sales Agreement is entered into after issuance of the Supplementary Public Report, it shall be fully binding upon Purchaser and Developer upon Purchaser's signing a receipt of the Supplementary Public Report.
2. Purchaser agrees to subordinate his interest to the lien(s) of any interim mortgage(s) securing loans from any lender for the development of the Project and to any and all advances, whether contractually or voluntarily made pursuant to said mortgage, and to any and all sums which may become a lien pursuant to the terms of said mortgage or any other agreement relating to said mortgage.

3. Purchaser understands and agrees that Purchaser may not and will not assign or transfer the Sales Contract or any of Purchaser's rights thereunder, and that any assignment or transfer of the Sales Contract by Purchaser shall be null and void and shall constitute a default of the Sales Contract by Purchaser.
4. Seller and its agents and representatives make no representation or statement as to the rental or investment potential of the Property or income to be derived therefrom or any other economic benefit, including applicability of Federal or State tax laws, that may be derived from ownership or rental of the Property; and Purchaser understands that (subject to limitations imposed by the Declaration, By-Laws and House Rules) Purchaser is free to use the Property as Purchaser chooses, and that Purchaser may rent it, either directly or through any agent Purchaser may select.
5. Purchaser understands that the improvements in the Project were originally constructed as follows: Apartment 1 before 1948, Apartments 2 through 5, before 1956; and Apartment 6, before 1943, and that each of the apartments is to be conveyed in an "As Is" and "Where Is" condition and that in the event of destruction, or if construction of modifications or additions to the Project or any apartment were desired, no reconstruction or other construction could be undertaken without governmental approval, which approval might not be attainable.

RECEIPT FOR PUBLIC REPORT(S) AND NOTICE OF RIGHT TO CANCEL

I acknowledge receipt of the Hawaii Real Estate Commission's Supplementary Public Report(s) and Disclosure Abstract, contained in the public report, in connection with my purchase of apartment(s) Haleiwa Hale in the Haleiwa Hale condominium project.

I understand that I have a legal right under Hawaii law to cancel my purchase, if I desire to do so, without any penalty or obligation within thirty days from the date the above Public Report or Reports were delivered to me. If I cancel, I understand that I will be entitled to receive the refund of any downpayment or deposit, less any escrow cancellation fees and other costs, up to \$250.

If I decide to cancel, I understand that I can do so by notifying Vivian Ramos at 98-211 Pali Momi St., Suite 411 at Aiea, Hawaii 96701 by mail or telegram

sent before: (1) the conveyance of my apartment(s) to me; or (2) midnight of the thirtieth day after delivery of the Public Report(s) to me, whichever is earlier. If I send or deliver my written notice some other way, it must be delivered to the above address no later than that time. I understand that I can use any written statement that is signed and dated by me and states my intention to cancel, or I may use this notice by checking the appropriate box and by signing and dating below.

I understand that if I do not act within the above thirty-day period or if the apartment is conveyed to me within the above thirty-day period, I will be considered to have executed this receipt and to have waived my right to cancel my purchase. I also understand that I can waive my right to cancel by checking the appropriate box, by signing and dating below, and by returning this notice to Vivian Ramos

I HAVE RECEIVED A COPY OF:

(1) THE HAWAII REAL ESTATE COMMISSION'S Supplementary PUBLIC REPORT(S) ON Haleiwa Hale; AND

(2) THE DISCLOSURE ABSTRACT CONTAINED IN THE PUBLIC REPORT.

(Purchaser's signature) (Date)

(Purchaser's signature) (Date)

I HAVE HAD AN OPPORTUNITY TO READ THE PUBLIC REPORT(S) AND

[] I WAIVE MY RIGHT TO CANCEL.

[] I HEREBY EXERCISE MY RIGHT TO CANCEL.

(Purchaser's signature) (Date)

(Purchaser's signature) (Date)

EXHIBIT I

HALEIWA HALE
SUMMARY OF ESCROW AGREEMENT

The provisions of the Escrow Agreement should be carefully read and understood. It provides, among others, that a purchaser shall be entitled to the return of his funds, and Escrow shall pay such funds to such purchaser, without interest, less a cancellation fee of \$50.00 together with the cost of any Credit Reports, Long Distance Telephphone Toll charges and other like incidental expense reasonably incurred on behalf of Purchaser (except under (c) and (e)(i) below), promptly after purchaser has requested such return if Escrow shall have received from the purchaser a written notice that any one of the following has occurred:

- (a) Escrow has received a written request from Developer to return to Purchaser the funds of such Purchaser then held by Escrow; or,
- (b) If Purchaser's funds were obtained prior to an issuance of the Supplementary Public Report and if there is any change in the building plans, subsequent to the execution of the sales contract requiring the approval of an official of the County in which the Project is situated having jurisdiction over the issuance of Construction Permits, unless the Purchaser has given written approval or acceptance of the change; or,
- (c) If a Purchaser's funds were obtained prior to the issuance of the Supplementary Public Report and the Supplementary Public Report differs in any material respect from the Preliminary Public Report, unless the Purchaser has previously given written approval or acceptance of such difference; or
- (d) If the Final Public Report is not issued within one (1) year or any extension thereof from the date of issuance of the Preliminary Public Report; PROVIDED, HOWEVER, that if the Final Public Report is issued after the one-year period and a copy of the Final Public Report is delivered to the Purchaser either personally or by registered or certified mail

with return receipt requested and at the same time the Purchaser is notified in writing of his right of refund and cancellation of obligation and the waiver of such right upon his failure to act within thirty-day period, the Purchaser shall have thirty days from the day of delivery of the Final Public Report to exercise his right of refund and cancellation of obligation, after which period such right shall be deemed waived.

- (e) If, in accordance with Part VI, Chapter 514A, Hawaii Revised Statutes:
 - (i) no sales contract is offered to Purchaser who was placed on the developer's reservation list of owner-occupant applicants; or,
 - (ii) the Purchaser has been unable to obtain adequate financing, or a commitment for adequate financing, for his unit within thirty (30) calendar days following the end of the ten (10) calendar day period during which the Seller is limited to selling to owner-occupants; or
 - (iii) the Purchaser desires to cancel the contract on account of hardship circumstances such as those set forth in Section 514A-104(1), Hawaii Revised Statutes; or,
 - (iv) the Purchaser indicates an intent not to become an owner-occupant of such unit.