

DIAMOND POINT VILLAS

DISCLOSURE ABSTRACT

Pursuant to Section 514A-61, Hawaii Revised Statutes

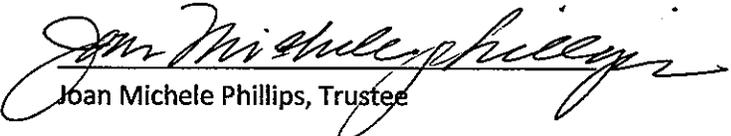
1. Project Name: DIAMOND POINT VILLAS Reg. No. 1712  
3020 AND 3022 Hibiscus Drive  
Honolulu, Hawaii 96815
2. Owner/Developer: Joan Michele Phillips  
1273 Rutland Road  
Newport Beach, California 92660  
Phone: 949 922-9649
3. Real Estate Broker: Don A. Persons (R) PB SRES  
Gold Coast Real Estate, Inc.  
2863 Kalakaua Ave. Suite 6  
Honolulu, Hawaii 96815  
Phone: 808 223-1020
4. Managing Agent: None.  
This Project is self managed by the  
Owner/Developer.
5. BREAKDOWN OF ANNUAL MAINTENANCE FEES AND MONTHLY ESTIMATED COSTS FOR EACH APARTMENT. There is no common expense. The Owner/Developer obtained comprehensive insurance for the two apartments. The annual costs for such insurance, including hurricane insurance, is approximately \$ 964.00 for each apartment. All other expenses are borne by the Owner/Developer.
6. WARRANTIES. There are no warranties which presently exist. If any apartment is sold, it will be sold in "as is" condition.
7. USE(S) OF APARTMENTS IN THE PROJECT. The Declaration provides that apartments shall be occupied and used as residential dwellings by the owner thereof, their tenants, families, domestic servants and guests, provided that the owner of the apartments shall have the absolute right to rent or lease such apartments for such duration of time as they shall deem appropriate.
8. REVISED DESCRIPTION OF APARTMENT 3020. Since the date of issuance of the Final Public Report for this Project, the owner of Apartment 3020 made alterations to it. The revised

description of Apartment 3020 is as follows:

Apartment 3020 is located on two floors and consists of eight(8) rooms, a living/dining room, two bedrooms, a kitchen and two bathrooms on the second floor, and a family room, a bathroom, a laundry room and the garage on the first floor (the floors being connected by an exterior stairway). The apartment has an approximate net living floor area of 1, 551 square feet, plus the garage of 200 square feet.

The First Amendment to the Declaration of Horizontal Property Regime dated July 9, 1996 which described this alteration, as recorded in the Bureau of Conveyances as Document No. 96-099497 and also as 96-101870 and also amended the Condominium Map.

The Developer has executed this Disclosure Abstract on this 13<sup>TH</sup> day of February, 2013.

  
Joan Michele Phillips, Trustee



**EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**  
**Hawaii Association of REALTORS® Standard Form**  
**Revised 8/10 (NC) For Release 11/12**



**COPYRIGHT AND TRADEMARK NOTICE:** This copyrighted Hawaii Association of REALTORS® Standard Form is licensed for use by the entire real estate industry on condition that there shall be no alteration of the printed portions, pagination, or paragraph numbers or breaks. The use of this form is not intended to identify the real estate licensee as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics.

Licensee in Brokerage Firm is  is not  a REALTOR® and member of the National Association of REALTORS®. Seller is aware that the National Association of REALTORS® holds its members accountable for their actions through a strict Professional Code of Ethics, which includes a grievance system to address complaints. Non-members are not required to participate in the grievance system.

Property Reference or Address: 3020-3022 Hibiscus Dr., Honolulu, HI 96815

*My*

Diamond Pointe Villas #1 & #2

Tax Map Key: Div. 1 /Zone 3 /Sec. 1 /Plat 034 /Parcel 015 /CPR 1 & 2 (if applicable).

Gold Coast Real Estate, Inc.

Brokerage Firm

2863 Kalakaua Ave. Suite 6

Address

Honolulu, HI 96815

Joan M. Phillips Revocable TR

Seller's Name

Seller's Name

Don A. Persons (R), PB, SRES., (808) 223-1020

Real Estate Licensee

Phone

- AGENCY:** The Buyer and/or Seller in a real estate transaction in Hawaii may retain a real estate Brokerage Firm as their agent. In such case, the Buyer and/or Seller is represented by the Brokerage Firm and all of its licensees. Hawaii law requires real estate licensees to disclose orally or in writing to Seller and/or Buyer whom the licensee represents. The form of representation may be one of the following:
  - Seller's Agent.** Brokerage Firm represents Seller only unless a disclosed dual agency exists. Seller's Agent owes the highest duties to Seller, including confidentiality, loyalty, and due care and diligence.
  - Buyer's Agent.** Brokerage Firm represents Buyer only unless a disclosed dual agency exists. Buyer's Agent owes the highest duties to Buyer, including confidentiality, loyalty, and due care and diligence.
  - Dual Agent.** Brokerage Firm represents both Buyer and Seller. This commonly occurs when licensees in the Brokerage Firm representing Seller have a Buyer client looking for types of property similar to Seller's property. In such event, the Brokerage Firm and all of its licensees represent both Buyer and Seller and are dual agents. Dual agents must remain neutral in negotiations and must not advance the interest of one party over the other.

Seller  agrees  does not agree to Dual Agency  
 If Seller agrees, then a separate written Dual Agency Agreement is required with the Purchase Contract under Hawaii law.

**Customer.** Seller's Agent can also assist Buyer as a customer. As a customer, Buyer is not represented by Seller's Agent. Seller's Agent can assist Buyer in writing the Purchase Contract, can present the Purchase Contract to Seller, and can report back any acceptance or request for changes to the Purchase Contract.

- OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants and certifies that (i) Seller is the owner of the Property, (ii) no other persons or entities have title to the Property, (iii) Seller has the authority to execute this Listing Contract and to sell the Property, and (iv) Seller is not a party to any other listing contract or commission agreement to sell the Property. Exceptions to ownership, title and authority are as follows:
- EXCLUSIVE RIGHT TO SELL:** "Exclusive Right To Sell" means that Seller shall list the Property with Brokerage Firm only and that Brokerage Firm is entitled to a commission if the Property is sold by Brokerage Firm, Seller, or anyone else. Seller hereby employs Brokerage Firm as its agent and grants Brokerage Firm the exclusive and irrevocable right to sell or exchange the Property identified above and described on the attached EXHIBIT A. Seller shall conduct all negotiations regarding the sale of the Property only through Brokerage Firm, and will refer to Brokerage Firm all communications received in any form relating to the sale of the Property from any source during the Listing Period of this Listing Contract.
- LISTING PERIOD:** Begins (date) February 1, 2013 and ends at 11:59 PM (HST) on (date) May 1, 2013. Either party may end the listing with one calendar days advance written notice to the other. However, neither party may end this listing before 11:59 PM (HST) on (date) February 2, 2013 unless both agree, in writing, to an earlier date.
- PROTECTION PERIOD:** 60 calendar days after end of Listing Period or any extension thereof.
- ITEMS INCLUDED OR EXCLUDED:** Unless otherwise specified in the Purchase Contract, all fixtures attached to the Property are included. Personal property items are excluded.
- LISTING PRICE:** The listing price shall be \$ 2,500,000.00 2 Million Five Hundred Thousand US Dollars
- COMPENSATION TO BROKERAGE FIRM:** Seller agrees to pay Brokerage Firm, in US Dollars, 5% (five percent) of sales price on the occurrence of any of the following:
  - Brokerage Firm, Seller, Cooperating Broker or any other person procures a Buyer (or Buyers) who offers to purchase the Property on the price and terms of this Listing Contract, or on any price and terms acceptable to Seller, during the Listing Period or any extension thereof, no matter who (including Seller) procures the Buyer. *ITEM 19 - OR 2 1/2% (TWO AND ONE HALF)*

DAP 1-21-2013

BROKER'S INITIALS & DATE

Joan M. Phillips 2-13-2013

SELLER'S INITIALS & DATE



- (b) Brokerage Firm procures a Buyer (or Buyers) ready, willing and able to pay the Listing Price and meet the other material terms of this Listing Contract, and Seller refuses to sign the Purchase Contract.
- (c) Seller, within the Protection Period specified in Paragraph 5 above, signs a written sale or exchange contract with any prospect to whom the Property was presented and who is included in a written list of prospects delivered to Seller within 10 days of the end of this Listing Contract, payable upon closing whether or not closing occurs during or after the Protection Period.
- (d) Seller withdraws Property from sale before the end of this Listing Contract without consent of the Brokerage Firm.
- (e) **Option.** An agreement to keep open, for a set period, an offer to sell or lease real property. The option must be supported by a premium, separate and independent of the purchase price of the Property. Seller will pay Brokerage Firm one-half of the option premium if Seller gives any person an option during the Listing Period regardless of exercise of the option. If Seller gives an option to any of Brokerage Firm's prospects within the Protection Period, Seller will likewise pay one-half of the option premium. However, Seller will not pay more than what would have been Brokerage Firm's full commission. Seller will pay the balance of the commission, if any, and any agreed upon general excise tax when the option is exercised, even if after the Listing Period.
9. **ESCROW:** A bonded company shall be employed to help with the conveyance of the Property. Seller hereby irrevocably assigns to Brokerage Firm the above compensation and any agreed upon general excise tax from Seller's funds and proceeds in escrow.
10. **BROKERAGE FIRM'S OBLIGATIONS:**
- (a) **Reasonable Efforts.** Brokerage Firm agrees to exercise reasonable effort and due diligence to achieve the purposes of this Listing Contract and keep Seller informed of these efforts. Brokerage Firm is not responsible for the care or control of the Property.
- (b) **Advertising.** Brokerage Firm may advertise the Property by newspaper, radio, TV, Internet, MLS or by placing signs on the Property or any other means which is in compliance with County, State, or Federal law or subdivision/CPR covenants.
- (c) **Buyer's Deposit.** Brokerage Firm may accept deposits from any person. If any deposit is forfeited, Brokerage Firm is entitled to one-half of that deposit, not to exceed what would have been Brokerage Firm's full commission.
- (d) **Fair Housing Laws.** Brokerage Firm shall comply with State and Federal anti-discrimination laws.
- (e) **Sex Offender Registration ("Megan's Law").** Hawaii has enacted a law requiring sex offenders to register with the State Attorney General's office. Brokerage Firm makes no representations as to whether the public has access to this information. Brokerage Firm is not required by law to provide information regarding sex offenders.
11. **SELLER'S REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is not aware of any of the following and Seller shall promptly notify Brokerage Firm in writing if Seller becomes aware of any of these items during the Listing Period, or any extension thereof:
- (a) Notice of Default against the Property;
- (b) Delinquent amounts due under any loan or other obligations secured by the Property;
- (c) Bankruptcy, insolvency or similar proceeding affecting the Property;
- (d) Litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and
- (e) Current, pending or proposed special assessments affecting the Property.
12. **SELLER'S OBLIGATIONS:**
- (a) **Assistance.** ~~Seller will prepare the Property for showings and open houses.~~ Seller shall provide all necessary information, documents, *MP* ~~and keys and permit inspections by termite inspectors, appraisers, surveyors, etc. AS ARE AVAILABLE.~~
- (b) **Access.** Seller shall allow access as needed during reasonable hours for showings, open houses, and inspections. *PER TENANT AGREEMENT*
- (c) ~~Lock BOX. Seller agrees to permit and will obtain written permission from any occupant to install a lock box or electronic key device on the Property to allow for showings and inspections.~~
- (d) **Securing Valuables.** Seller agrees to secure all valuables and will instruct any occupants to secure their valuables. Brokerage Firm will not be responsible for any valuables, or for loss or damage to real or personal property.
- (e) **Professional Advice.** Seller is advised to consult an attorney, accountant, or other appropriate professionals. Seller is not relying upon Brokerage Firm for any such advice.
- (f) **Offers.** Seller agrees to consider all offers presented by Brokerage Firm and to act in good faith to sell the Property.
- (g) **Disclosure of Material Facts.** There is a general obligation under the Hawaii law for a Seller to disclose any fact which could be deemed to be material to a prospective Buyer of any property offered for sale, including vacant land, commercial property, as well as residential property. There is also a specific law in Hawaii (Chapter 508D, Hawaii Revised Statutes) requiring disclosure of material facts in the sale of any residential property. Under Hawaii law, the Seller is obligated and hereby agrees to give a written disclosure statement to a Buyer containing any fact, defect, or condition, past or present, that would be expected to measurably affect the value of the Property to a reasonable person. Such disclosure statement shall be prepared in good faith and with due care and shall disclose all material facts relating to the Property that: (i) are within Seller's knowledge or control; (ii) can be observed from visible, accessible areas; or (iii) are required by Section 508D-15 of the Hawaii Revised Statutes.
- Section 508D-15 of the Hawaii Revised Statutes provides that when the Property lies: (i) within the boundaries of a special flood hazard area as officially designated on Flood Insurance Administration maps promulgated by the appropriate Federal agencies for the purposes of determining eligibility for emergency flood insurance programs; (ii) within the boundaries of the noise exposure area shown on maps prepared by the Department of Transportation in accordance with Federal Aviation Regulation Part 150-Airport Noise Compatibility Planning (14 Code of Federal Regulations Part 150) for any public airport; (iii) within the boundaries of the Air Installation Compatibility Use Zone of any Air Force, Army, Navy or Marine Corps airport as officially designated by military authorities; or (iv) within the anticipated inundation areas designated on the Department of Defense's Civil Defense Tsunami Inundation Maps; subject to the availability of maps that designate the four areas by tax map key, SELLER must include this information in the disclosure statement.
- Seller understands that purposely or negligently failing to comply with this disclosure law may result in liability for damages. Seller further understands that if a written disclosure statement is not provided, or if inspection of the Property by a third party reveals facts inconsistent with or contradictory to Seller's disclosure statement, Hawaii law requires that Brokerage Firm disclose those facts to Seller, Buyer and Buyer's agent. This obligation of disclosure limits Brokerage Firm's agency duty of confidentiality. Seller also understands that if, after Seller's disclosure statement has been delivered to Buyer and prior to closing, Seller becomes aware of information which was not previously disclosed or which makes any statement in the disclosure statement inaccurate and said information directly, substantially, and adversely affects the value of the Property, then Seller shall provide an amended disclosure statement, in writing, to Buyer within ten (10) days after the discovery and in no event later than twelve noon on the last business day prior to the recorded sale of the Property.

*DAP* 1-21-2013  
BROKER'S INITIALS & DATE

*Jmy* 2-13-2013  
SELLER'S INITIALS & DATE

- (h) **Leasehold Disclosure.** If the Property is leasehold, Seller agrees to provide, at Seller's expense, a current leasehold disclosure as required by Hawaii State law. Seller authorizes Brokerage Firm to order such a disclosure from a qualified professional, if such professional service is available.
  - (i) **Costs.** Seller shall pay the following costs, if incurred: (1) customary closing costs; (2) Seller's legal fees; (3) fees for expert or specialized services; (4) costs of homeowner association documents; and (5) any other costs agreed to by Seller.
  - (j) **Prospects From Prior Listings.** When signing this Listing Contract, Seller shall deliver to Brokerage Firm a copy of any prospect list given to Seller from any earlier listing with another brokerage firm. If another brokerage firm earns a commission because of a sale to any prospect on such a list, Seller will not be obligated to pay current Brokerage Firm any commission.
13. **SELLER'S AUTHORIZATIONS:**
- (a) **Other Brokerage Firms.** Seller authorizes Brokerage Firm to cooperate and share commissions with other brokerage firms.
  - (b) **Other Clients.** Brokerage Firm may have agreements with other Sellers to market and sell their property. Seller agrees, consents and waives any objections should Broker show alternative properties not owned by Seller to prospective Buyers and list other properties for sale.
  - (c) **Release of Information.** (1) Seller authorizes Brokerage Firm and Escrow to obtain any information regarding mortgage balances, lease rents, maintenance fees, property management, collection accounts, property taxes or like items. This information may be provided to any prospective Buyer. (2) Seller hereby consents to publication of listing and other data in the MLS and to the use of this information for market studies, service to the public, and advice to clients or customers. Seller understands that Brokerage Firm is obligated to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional public Internet sites unless Brokerage Firm gives the MLS instructions to the contrary.
14. **SELLER'S AFFIRMATIONS:**
- (a) **Property Information.** To the best of Seller's knowledge, the information on EXHIBIT A is correct. If any information on EXHIBIT A is known to Seller to be incorrect or incomplete, Seller shall be fully responsible for any actions and costs to cure.
  - (b) **Fair Housing Laws.** Seller understands that it is illegal to discriminate against prospective Buyers on the basis of race, sex, including gender identity or expression, sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, or human immunodeficiency virus infection.
  - (c) **Mediation and Arbitration.** If any dispute or claim in law or equity arises out of this Contract, and the parties are unable to resolve the dispute, Seller agrees to attempt in good faith to settle such dispute or claim by non-binding mediation through the Local Board of REALTORS® or, in the event the Local Board of REALTORS® does not provide mediation services, then through a mutually agreed upon mediator. If the mediation is not successful, then Seller will consider arbitration and may seek legal counsel to make this determination. It is understood that if both parties are involuntarily named as defendants in a lawsuit by a third party in any matter arising out of this Agreement, this paragraph shall no longer be binding on either party.
15. **Foreign Investment in Real Property Tax Act (FIRPTA): Withholding Required If Seller Is A Foreign Person** Under the Internal Revenue Code, if Seller is a foreign person or entity (non-resident alien, corporation, partnership, trust or estate), then Buyer is generally required to withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate Internal Revenue Service ("IRS") form to the IRS. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the IRS.
16. **Hawaii Real Property Tax Act (HARPTA): Withholding Required If Seller Is A Non-Resident Of The State Of Hawaii.** Under Hawaii law, if Seller is a non-resident person or entity (corporation, partnership, trust or estate) of the State of Hawaii, Buyer must withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate form to the State Department of Taxation. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the State Department of Taxation.
17. **CONFLICT IN TERMS:** Any handwritten word in this Listing Contract prevails over any typed or printed word. Any typed word prevails over any printed word. Any special term prevails over any standard term.
18. **INDEMNIFICATION:** Seller agrees to indemnify, defend and hold Brokerage Firm harmless from all claims, disputes, litigation, judgments, and attorney's fees arising from any fraud, misrepresentation of fact or failure to disclose any material fact by Seller.
19. **ADDITIONAL TERMS:** 1. If the seller, Joan M. Phillips, brings in the buyer for the named property the commission changes from 5% to 2.5% of the sales price.

Seller acknowledges that Seller has read, understands, and accepts this Agreement. Seller represents that if Seller is a trust, corporation, partnership, or other legal entity, the person signing below has the authority to sign on behalf of Seller.

2-13-2013		Joan M. Phillips Revocable TR
Date	Signature	Name (print or type)
1273 Rutland Road, Newport Beach, Ca 92660		949 922 9649
Address		Phone
Gold Coast Real Estate, Inc.	(808) 926-7525	By:  1-21-2013
Brokerage Firm	Phone	Principal Broker or Broker-in-Charge Date

Seller acknowledges receipt of a complete copy of this Listing Contract and attached Exhibit A (Property Information).

SELLER'S INITIALS

**NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE.** An effort has been made to put this agreement into plain language, but there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

3020

EXHIBIT A TO BE ATTACHED TO AND MADE A PART OF THE HAWAII ASSOCIATION OF REALTORS® STANDARD REAL PROPERTY LISTING AGREEMENT

# HICENTRAL MLS, LTD. PROPERTY TYPE - CONDO / CO-OP / TOWNHOUSE / PUD

KEYWORDS: Fill in the boxes for each keyword. (R)s denote required entries for adding a listing. (RC)s denote conditionally required entries for adding a listing.

### MLS INFORMATION

(R)TMK #	<u>1-3-1-034-015-0081</u> <small>Div/Zone/Sec/Plat/Parcel/CPR</small>	MLS #	_____
(R)Street No.	<u>3020</u>	St Dir.	_____
(R)City	<u>Honolulu</u>	(R)State	<u>HI</u>
Co-Listing Agent Code	_____	(R)Street Name	<u>Hibiscus Dr.</u>
(R)Listing Expire Date	<u>my Ann 1 2013</u> <del>December 31, 2012</del>	(R)List Price	<u>\$2,500,000.00</u>
(R)Coop Broker Commission	<u>3%</u>	(R)Zip Code	<u>96815</u>
(RC)Method	_____	(R)Listing Agent Code	<u>20940</u>
(R)GE Tax Paid by Seller (Y/N)	<u>N</u>	(R)Listing Date	<del>November 30, 2012</del> <u>FEBRUARY 1, 2013</u>
(R)Show Internet? (Y/N)	<u>Y</u>	(R)Listing Type (ER/EA)	<u>ER</u>
		(R)Dual/Var Rate Comm. (Y/N)	<u>N</u>
		Comp. Subj. To (CRT/LNDR/OTH)	_____
		(RC)Show Addr Internet (F/N/P)	<u>F</u>
		Seller's Initials	<u>[Signature]</u>

### PROPERTY INFORMATION

(R)Condo Master #	<u>REGIS. NO. 1712</u>	(R)Full Baths	<u>2</u>
(R)Prop Type (C/CO/TH/P)	_____	Half Baths	<u>1</u>
(R)Building Name	<u>DIAMOND POINT VILLAS</u>	(R)Public Rpt #	_____
(R)# of Bedrooms	<u>1</u>	(R)Floor #	_____
Furnished (F/N/P)	<u>P</u>	(R)# of Parking Stalls	<u>1 GARAGE / 1 PARKING SPACE</u>
(R)Parking Stall #s	_____	# of Elevators	<u>0</u>
Conversion Year	<u>1985</u>	(R)Dev. Sale/New Const. (Y/N)	<u>N</u>
(R)Year Built	<u>1937</u>	(R)Fractional (Y/N)	_____
Remodeled Year	<u>1996</u>	Full/Partial Remodeled (F/P)	_____
(R)Flood Zone Code	_____	(R)Interior Living Area	<u>1551 SQ FT</u>
Open Lanai Area	_____	Total Area	_____
(R)Elementary School	_____	(R)Middle School	_____
(R)High School	_____	Developer/Architect	_____
Model Name	_____	Models Open Days/Hours	_____
Model Site Contact	_____	Site Contact Phone #	_____
(R)Management Company	_____	(R)Management Co. Phone #	_____
Community Association	_____	Community Association Phone #	_____
(R)Mon Maint Fee	_____	Mon Assn Fee	_____
Oth Mon Fees	_____	Mon Rental Inc	_____
Land SqFt	_____	Land Acres	_____
(R)Owner Occupancy %	_____		

### FINANCIAL INFORMATION

(R)Assd Val Land	_____	(R)Assd Val Imp	_____
(R)Monthly Taxes	_____	(R)Tax Year	_____
Home Exemption	_____	(yyyy)	_____

### LEASEHOLD INFORMATION

(R)Land Tenure (FS/LH)	_____	FAFP if LH	_____
Fee Purchase Amt	_____	(RC)Lessor	_____
Lessor 2	_____	(R)Cur Mon Lse/Rent	_____
Lse Until Year	_____	Nxt Step-Up Mon Rnt	_____
Next Until Year	_____	2nd Step-Up Mon Rnt	_____
2nd Until Year	_____	Reneg Date	_____
(RC)Lse Expires (yyyy)	_____	(mm/dd/yyyy)	_____

### REMARKS

Public Remarks (maximum 400 alpha/numeric characters)

Agent/Showing Remarks (maximum 250 alpha/numeric characters)

For showings, please call Don at (808) 223-1020. DO NOT WALK ON THE PROPERTY AND DO NOT DISTURB THE TENANTS. PRIVATE SHOWINGS BY APPOINTMENT ONLY.

2020

CONDO / CO-OP / TOWNHOUSE / PUD

(R) = REQUIRED

**1. (R) LOCKBOX**

1. Yes  
 2. No

**2. (R) VIEW**

1. None  
 2. Cemetery  
 3. City  
 4. Coastline  
 5. Diamond Head  
 6. Garden  
 7. Golf Course  
 8. Marina/Canal  
 9. Mountain  
 10. Ocean  
 11. Sunrise  
 12. Sunset

**3. (R) BUILDING STYLE**

1. Cluster  
 2. Co-op  
 3. Condominium  
 4. Detach Single Family  
 5. High-Rise (7+ stories)  
 6. Low-Rise (6- stories)  
 7. No Unit Above or Below  
 8. PUD  
 9. Townhouse  
 10. Walk-Up

**4. (R) UNIT FEATURES**

1. ADA Accessible  
 2. ADA Compliant  
 3. Bedroom on 1st Level  
 4. Central AC  
 5. Corner/End  
 6. Even # Unit  
 7. Full Bath On 1st Floor  
 8. Ground Floor Unit  
 9. Multi Level  
 10. Odd # Unit  
 11. Penthouse  
 12. Single Level  
 13. Split Level  
 14. Storage  
 15. Yard

**5. (R) PROPERTY CONDITION**

1. Above Average  
 2. Average  
 3. Excellent  
 4. Fair  
 5. Needs Major Repairs  
 6. Tear down

**6. (R) PARKING**

1. None  
 2. Assigned  
 3. Carport  
 4. Compact  
 5. Covered 1  
 6. Covered 2  
 7. Covered 3+  
 8. Garage  
 9. Guest  
 10. Open  
 11. Open 1  
 12. Open 2  
 13. Open 3+  
 14. Other  
 15. Secured Entry  
 16. Street  
 17. Tandem  
 18. Unassigned

**7. (R) CONSTRUCTION/ EXTERIOR FINISH**

1. Above Ground  
 2. Brick  
 3. Concrete  
 4. Double Wall  
 5. Hollow Tile  
 6. Masonry/Stucco  
 7. Other  
 8. Single Wall  
 9. Slab  
 10. Steel Frame  
 11. Stone  
 12. Vinyl  
 13. Wood Frame

**8. PROPERTY FRONTAGE**

1. Conservation  
 2. Golf Course  
 3. Lake/Pond  
 4. Marina  
 5. Ocean  
 6. Other  
 7. Preservation  
 8. Sandy Beach  
 9. Stream/Canal  
 10. Waterfront

**9. (R) AMENITIES**

1. None  
 2. BBQ  
 3. Boat Dock  
 4. Club House  
 5. Community Laundry  
 6. Concierge  
 7. Doorman  
 8. Exercise Room  
 9. Heated Pool  
 10. Limo Service  
 11. Meeting Room  
 12. Other  
 13. Patio/Deck  
 14. Pool  
 15. Private Yard  
 16. Putting Green  
 17. Recreation Area  
 18. Recreation Room  
 19. Resident Manager  
 20. Restaurant

**9. CONT. (R) AMENITIES**

21. Sauna  
 22. Security Guard  
 23. Storage  
 24. Tennis Court  
 25. Trash Chute  
 26. Valet  
 27. Walking/Jogging Path  
 28. Whirlpool

**10. (R) MAINTENANCE FEE INCLUDES**

1. AC Central  
 2. Cable TV  
 3. Coop Lease Rent  
 4. Coop Taxes  
 5. Electricity  
 6. Gas  
 7. Hot Water  
 8. Internet Service  
 9. Marina  
 10. Other Common Expenses  
 11. Sewer  
 12. Water

**11. ADDITIONAL ROOMS**

1. None  
 2. Den/Study  
 3. Dining Area  
 4. Dining Room  
 5. Eat In Kitchen/Nook  
 6. Enclosed Lanai  
 7. Family Room  
 8. Laundry Room  
 9. Loft  
 10. Open Lanai  
 11. Other

**12. (R) FLOOR COVERINGS**

1. Ceramic Tile  
 2. Hardwood  
 3. Laminate  
 4. Marble/Granite  
 5. Other  
 6. Vinyl  
 7. W/W Carpet

**13. (R) INCLUSIONS**

1. None  
 2. AC Central  
 3. AC Split  
 4. AC Window Unit  
 5. Auto Garage Door Opener  
 6. Blinds  
 7. Book Shelves  
 8. Cable TV  
 9. Ceiling Fan  
 10. Chandelier  
 11. Compactor  
 12. Convection Oven  
 13. Dishwasher  
 14. Disposal  
 15. Drapes  
 16. Dryer  
 17. Fireplace  
 18. Heat Pump  
 19. Home Warranty  
 20. Intercom  
 21. Kitchenware

**13. CONT. (R) INCLUSIONS**

22. Linens  
 23. Microwave  
 24. Microwave Oven Hood  
 25. Other  
 26. Range Hood  
 27. Range/Oven  
 28. Refrigerator  
 29. Security System  
 30. Smoke Detector  
 31. Solar  
 32. Washer

**14. SECURITY**

1. Card  
 2. Gated Community  
 3. Key  
 4. Keyed Elevator  
 5. Security Patrol  
 6. Video

**15. EXCLUSIONS**

1. Ceiling Fan  
 2. Chandelier  
 3. Drapes  
 4. Dryer  
 5. Microwave  
 6. Other OVEN/RANGE  
 7. Refrigerator  
 8. Shelves  
 9. Track Lighting  
 10. Washer  
 11. Window Covering

**16. (R) DISCLOSURES**

1. None  
 2. 1031 Exchange  
 3. Buyer Restrictions  
 4. Call Listor  
 5. Court Approval Required  
 6. Inactive Licensed Owner  
 7. Lender Approval Required  
 8. Licensed Owner  
 9. Listor Owner  
 10. Mixed Use OK  
 11. Non Resident Owner  
 12. Pending Litigation  
 13. Pet on Property  
 14. Pets Allowed (Verify)  
 15. Property Disclosure Stmt  
 16. Relative of Licensee  
 17. See Remarks

**17. (R) OTHER FEE INCLUDES**

1. None  
 2. Association  
 3. Lease Rent  
 4. Maintenance  
 5. Marina  
 6. Other  
 7. Sewer  
 8. Special Assessment

**18. (R) POSSESSION**

1. 45 Days or Less  
 2. 45 Days or More  
 3. At Closing  
 4. Early Occupancy  
 5. Negotiable  
 6. Other  
 7. Seller Lease Back  
 8. Subject to Rental Lease

**19. OCCUPANCY**

1. Hotel Rental Pool  
 2. Owner  
 3. Tenant  
 4. Vacant

**20. (R) TERMS ACCEPTABLE**

1. AVS  
 2. Assumption  
 3. Assumption Fee  
 4. Cash  
 5. Conventional  
 6. Due on Sale  
 7. Exchange  
 8. FHA  
 9. Interest Escalation  
 10. Lease Option  
 11. Open  
 12. Other  
 13. PMM  
 14. Seller Financing  
 15. Sub AVS  
 16. VA

**21. (R) SPECIAL SALE CONDITIONS**

1. None  
 2. Bankruptcy  
 3. Foreclosure  
 4. Lender Sale  
 5. Probate  
 6. Short Sale  
 7. Subj to Replacement Prop.

**22. (R) LAND RECORDED**

1. Dual Systems  
 2. Land Court  
 3. Regular System

**23. SHOWING**

1. < 8 Hrs Notice Required  
 2. Appointment Only  
 3. Call Assistant  
 4. Call Listor  
 5. Call Office & Go  
 6. Key in Office  
 7. Listor Must be Present  
 8. One Day Notice Required  
 9. Two Day Notice Required

I state to the best of my knowledge that the above information is correct and authorize its release.

Broker's Initials: \_\_\_\_\_

Date \_\_\_\_\_

*Joan M. Phillips*  
Seller Signature

Joan M. Phillips Revocable TR  
Print Name

2-13-2013  
Date

Seller Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

DR/BIC certifies that a valid Exclusive Listing Agreement is being held at listing office.

Authorized Signature of DR/BIC \_\_\_\_\_

Don A. Persons (R), PB, SRES, ePRO, BPOB  
Print Name

Date \_\_\_\_\_

# HICENTRAL MLS, LTD. PROPERTY TYPE - CONDO / CO-OP / TOWNHOUSE / PUD

KEYWORDS: Fill in the boxes for each keyword. (R)s denote required entries for adding a listing. (RC)s denote conditionally required entries for adding a listing.

### MLS INFORMATION

(R)TMK # <u>1-3-1-034-015-0002</u> <small>9881 Div/Zone/Sec/Plat/Parcel/CPR</small>	MLS # _____
(R)Street No. <u>3022</u> St Dir. _____	(R)Street Name <u>Hibiscus Dr.</u> (R>List Price <u>\$2,500,000.00</u>
(R)City <u>Honolulu</u> (R)State <u>HI</u>	(R)Zip Code <u>96815</u> (R)Unit # _____
Co-Listing Agent Code _____	(R)Listing Agent Code <u>20940</u>
(R)Listing Expire Date <u>May 1, 2013</u>	(R)Listing Date <u>February 1, 2013</u>
(R)Coop Broker Commission <u>2.5% of sales price</u>	(R)Listing Type (ER/EA) <u>ER</u>
(RC)Method _____	(R)Dual/Var Rate Comm. (Y/N) <u>N</u>
(R)GE Tax Paid by Seller (Y/N) <u>No</u>	Comp. Subj. To (CRT/LNDR/OTH) _____
(R)Show Internet? (Y/N) <u>Y</u>	(RC)Show Addr Internet (F/N/P) <u>F</u>

Seller's Initials

[Signature]

### PROPERTY INFORMATION

(R)Condo Master # <u>REGIS. NO 1712</u>	(R)Full Baths <u>1</u>
(R)Prop Type (CICO/THIP) _____	Half Baths _____
(R)Building Name <u>DIAMOND POINT VILLAS</u>	(R)Public Rpt # _____
(R)# of Bedrooms <u>2</u>	(R)Floor # _____
Furnished (F/N/P) <u>P</u>	(R)# of Parking Stalls <u>1 GARAGE / 1 PARKING SPACE</u>
(R)Parking Stall #s _____	# of Elevators <u>0</u>
Conversion Year <u>1985</u>	(R)Dev. Sale/New Const. (Y/N) <u>N</u>
(R)Year Built <u>1937</u>	(R)Fractional (Y/N) _____
Remodeled Year <u>0</u>	Full/Partial Remodeled (F/P) _____
(R)Flood Zone Code _____	(R)Interior Living Area <u>692 SQ FT</u>
Open Lanai Area _____	Total Area _____
(R)Elementary School _____	(R)Middle School _____
(R)High School _____	Developer/Architect _____
Model Name _____	Models Open Days/Hours _____
Model Site Contact _____	Site Contact Phone # _____
(R)Management Company _____	(R)Management Co. Phone # _____
Community Association _____	Community Association Phone # _____
(R)Mon Maint Fee _____	Mon Assn Fee _____
Oth Mon Fees _____	Mon Rental Inc _____
Land SqFt _____	Land Acres _____
(R)Owner Occupancy % _____	

### LEASEHOLD INFORMATION

(R)Land Tenure (FS/LH) _____	FA/FP if LH _____
Fee Purchase Amt _____	(RC)Lessor _____
Lessor 2 _____	(R)Cur Mon Lse/Rent _____
Lse Until Year _____	Nxt Step-Up Mon Rnt _____
Next Until Year _____	2nd Step-Up Mon Rnt _____
2nd Until Year _____	Reneg Date _____
(RC)Lse Expires (yyyy) _____	(mm/dd/yyyy) _____

### FINANCIAL INFORMATION

(R)Assd Val Land _____	(R)Assd Val Imp _____
(R)Monthly Taxes _____	(R)Tax Year _____
Home Exemption _____	(yyyy) _____

### REMARKS

Public Remarks (maximum 400 alpha/numeric characters)

\_\_\_\_\_

Agent/Showing Remarks (maximum 250 alpha/numeric characters)

For showings, please call Don A. Persons (PB) at (808) 223-1020. Do not walk on the property and do not disturb the tenants. Private showings by appointment only.

**1. (R) LOCKBOX**

1. Yes  
 2. No

**2. (R) VIEW**

1. None  
 2. Cemetery  
 3. City  
 4. Coastline  
 5. Diamond Head  
 6. Garden  
 7. Golf Course  
 8. Marina/Canal  
 9. Mountain  
 10. Ocean  
 11. Sunrise  
 12. Sunset

**3. (R) BUILDING STYLE**

1. Cluster  
 2. Co-op  
 3. Condominium  
 4. Detach Single Family  
 5. High-Rise (7+ stories)  
 6. Low-Rise (6- stories)  
 7. No Unit Above or Below  
 8. PUD  
 9. Townhouse  
 10. Walk-Up

**4. (R) UNIT FEATURES**

1. ADA Accessible  
 2. ADA Compliant  
 3. Bedroom on 1st Level  
 4. Central AC  
 5. Corner/End  
 6. Even # Unit  
 7. Full Bath On 1st Floor  
 8. Ground Floor Unit  
 9. Multi Level  
 10. Odd # Unit  
 11. Penthouse  
 12. Single Level  
 13. Split Level  
 14. Storage  
 15. Yard

**5. (R) PROPERTY CONDITION**

1. Above Average  
 2. Average  
 3. Excellent  
 4. Fair  
 5. Needs Major Repairs  
 6. Tear down

**6. (R) PARKING**

1. None  
 2. Assigned  
 3. Carport  
 4. Compact  
 5. Covered 1  
 6. Covered 2  
 7. Covered 3+  
 8. Garage  
 9. Guest  
 10. Open  
 11. Open 1  
 12. Open 2  
 13. Open 3+  
 14. Other  
 15. Secured Entry  
 16. Street  
 17. Tandem  
 18. Unassigned

**7. (R) CONSTRUCTION/ EXTERIOR FINISH**

1. Above Ground  
 2. Brick  
 3. Concrete  
 4. Double Wall  
 5. Hollow Tile  
 6. Masonry/Stucco  
 7. Other  
 8. Single Wall  
 9. Slab  
 10. Steel Frame  
 11. Stone  
 12. Vinyl  
 13. Wood Frame

**8. PROPERTY FRONTAGE**

1. Conservation  
 2. Golf Course  
 3. Lake/Pond  
 4. Marina  
 5. Ocean  
 6. Other  
 7. Preservation  
 8. Sandy Beach  
 9. Stream/Canal  
 10. Waterfront

**9. (R) AMENITIES**

1. None  
 2. BBQ  
 3. Boat Dock  
 4. Club House  
 5. Community Laundry  
 6. Concierge  
 7. Doorman  
 8. Exercise Room  
 9. Heated Pool  
 10. Limo Service  
 11. Meeting Room  
 12. Other  
 13. Patio/Deck  
 14. Pool  
 15. Private Yard  
 16. Putting Green  
 17. Recreation Area  
 18. Recreation Room  
 19. Resident Manager  
 20. Restaurant

**9. CONT. (R) AMENITIES**

21. Sauna  
 22. Security Guard  
 23. Storage  
 24. Tennis Court  
 25. Trash Chute  
 26. Valet  
 27. Walking/Jogging Path  
 28. Whirlpool

**10. (R) MAINTENANCE FEE INCLUDES**

1. AC Central  
 2. Cable TV  
 3. Coop Lease Rent  
 4. Coop Taxes  
 5. Electricity  
 6. Gas  
 7. Hot Water  
 8. Internet Service  
 9. Marina  
 10. Other Common Expenses  
 11. Sewer  
 12. Water

**11. ADDITIONAL ROOMS**

1. None  
 2. Den/Study  
 3. Dining Area  
 4. Dining Room  
 5. Eat In Kitchen/Nook  
 6. Enclosed Lanai  
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 11. Open  
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 15. Sub A/S  
 16. VA

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Broker's Initials: \_\_\_\_\_

*Joan M. Phillips*  
Seller Signature

Joan M. Phillips Revocable TR  
Print Name

\_\_\_\_\_  
Date  
2-13-2013  
\_\_\_\_\_  
Date

Seller Signature

Print Name

Date

DR/BIC certifies that a valid Exclusive Listing Agreement is being held at listing office.

Authorized Signature of DR/BIC

Don A. Persons (R), PB, SRES, ePRO, BPOR  
Print Name

Date