



**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

POHA KEĀ POINT, PHASE IV-A, INCREMENT 1
Located off of Lilipuna Road
Kaneohe, Hawaii

Registration No. 1778

Issued: August 14, 1986
Expires: September 14, 1987

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of August 5, 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. This report must be read together with _____.
- SUPPLEMENTARY:** (pink) Changes information contained in the
 - Prelim. Public Report dated _____
 - Final Public Report dated _____
 - Supp. Public Report dated _____
- And Supersedes all prior public reports
- Must be read together with _____

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.

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Appendix I: People Connected with the Project

Attached only if there are additions or changes to information contained in the body of the report.

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 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 condominiums, 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 or encumbered, and they may be disposed of by will or gift.

Your apartment will, however, be part of the group of apartments that comprise the condominium. 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.

Operation of the Condominium

The Association of Apartment Owners is the means through which apartment owners may take action with regard to the administration, management, and operation of the condominium. 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 control of the administration and operation of the condominium will in most cases be limited to your right to vote as an 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.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Swire Properties (Hawaii) Ltd. Phone: 235-0950
Name (Business)
46-005 Kawa Street, Suite 206
Business Address
Kaneohe, Hawaii 96744

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

F. Alan Fosler - President
Donald E. Bixby, Jr., R.K.R. Fullerton, Stephen L. Owens - V.P.s
Gregg E. Toland - Sec/Treas
R.K.R. Fullerton - Assist. Sec/Treas.

Real Estate Sales Agent: PuuAlii Realty, Ltd. Phone: 247-8776
Name (Business)
46-005 Kawa Street, Suite 206
Business Address
Kaneohe, Hawaii 96744

Escrow: Security Title Corporation Phone: 521-9511
Name (Business)
1001 Bishop Street, 1200 Pacific Tower
Business Address
Honolulu, Hawaii 96813

Managing Agent: Certified Management Phone: 487-7941
Name (Business)
98-1238 Kaahumanu
Business Address
Pearl City, Hawaii 96782

Attorney for Developer: James A. Stubenberg
Name
1188 Bishop Street, Suite 2108
Business Address
Honolulu, Hawaii 96813

Appendix I may be attached to this report. If so, it will list additional people connected with the project or changes that may have been made to the above information after this public report was issued.

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

A condominium is created by recording in the Bureau of Conveyances 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.

The Declaration for this condominium is:

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

Amendment date(s) and recording/filing information:

- B. **Condominium Map (File Plan)** shows the elevation and layout of the condominium. It also shows the floor plan for each apartment.

The Condominium Map for this condominium is:

Proposed
 Recorded – Bureau of Conveyances – Map No. _____
 Filed – Land Court – File Plan No. _____

Amendment date(s) and recording/filing information:

- C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium. 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 will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded – Bureau of Conveyances – Book _____ Page _____
 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. 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 recorded 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>65%</u>
House Rules	—	<u>Board of Directors</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:

The Developer may amend the Declaration by filing an "as built" verified statement, so long as this statement is only a verified statement of a registered architect or professional engineer and will state that the final plans that were filed represent the layout, location, apartment numbers and dimensions of the apartments as built, or so long as the plans involve only immaterial changes to the layout, location, apartment numbers, or the dimensions of the apartments as built.

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.

Lease Term Expires: December 31, 2042

Rent Renegotiation Date(s): 30 years after issuance of an Apartment
Lease

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit "B" 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) either (1) remove or dispose of the building and other improvements; or (2) convey the building and improvements to the lessor 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:

Land Area: 3.403 square feet Zoning: PD-H Ordinance No. 4421
Tax Map Key: First Division 4-6-1-2 (portion)

Fee Owner: Trustees of the Estate of Bernice Pauahi Bishop
name
567 S. King Street, Suite 200
address
Honolulu, Hawaii 96813

Sublessor: T.F. McCormack Trust
name
235 Queen Street, Suite 501
address
Honolulu, Hawaii 96813

C. Buildings and Other Improvements:

1. New Construction Conversion of Existing Building
 Both New Construction and Conversion

2. Buildings: 1 Floors Per Building: 7

3. Principal Construction Material:

- Concrete Hollow Tile Wood
 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>31</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 include but are not limited to:

- Pets: dogs, cats or other conventional household pets in reasonable number may be kept by an apartment owner or occupant
 Number of Occupants: _____
 Other: _____

6. Interior (fill in appropriate numbers):

Total Apartments 31

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>See Exhibit "A"</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </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: Spaces within the perimeter walls, floors and ceilings of each of the thirty-one (31) apartment units of the Project. Each apartment includes all the walls and partitions which are not loadbearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, and the fixtures originally installed in the apartments. These spaces, together with lanais and garden lanais, are referred to as "apartments" and are designated on the Condominium Map.

Permitted Alterations to Apartments: Any alterations to the interior of an apartment may be made except the type of alterations which would jeopardize the soundness or safety of the common elements, reduce the apartments' value or impair any easement. Any alteration which would affect the exterior appearance of the Project must be approved by the Board of Directors. If the Board determines that the common elements will be affected by a proposed alteration, then the consent of at least seventy-five percent (75%) of the apartment owners in the Project is needed.

7. Parking Stalls:

	<u>Number of Stalls</u>
Assigned Stalls (For Individual Units)	62
Guest Stalls	8
Unassigned Stalls	_____
Other: _____	_____
Total Parking Stalls	70

Each apartment will have the exclusive use of at least 2 parking stall(s).

Buyers are encouraged to find out which stall(s) will be available for their use.

	regular	compact	tandem
Number of covered stalls	31	_____	_____
Number of open stalls	39	_____	_____

Commercial parking garage permitted on condominium.

Exhibit "C" contains additional information on parking stalls for this condominium.

8. Recreational and Other Common Facilities:

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Swimming pool | <input type="checkbox"/> Storage Area |
| <input type="checkbox"/> Recreation Area | <input type="checkbox"/> Laundry Area |
| <input type="checkbox"/> Tennis Court | <input type="checkbox"/> Trash Chute |

Other: 2 swimming pools, 1 wading pool, tennis courts, bar-be-cue area, meeting rooms and spa which are located in PuuAalii, Phases I and II. These facilities are available for use by the owners of apartments located in Phase IV-A. Upon completion of apartments in Phase IV-A, the developer at some point in time will construct recreational facilities within this Phase.

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

Not Applicable.

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

Not Applicable

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:

PD-H Ordinance No. 4421

b. Conforming/Non-Conforming Uses, Structures, Lot (for conversions only)

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

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

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

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

Exhibit "D" 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. The limited common elements and the apartment which may use them are:

described in Exhibit "E"

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 "C" describes the common interests for each apartment.

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 July 14, 1986.

Blanket Liens:

- [] There are no blanket liens affecting title to the individual apartments.
[X] 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>
Bank of Hawaii mortgage	Buyer entitled to return of deposits.

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. 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.

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:

- [X] 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. If you are late 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. Separate Utility Charges for Apartments:

Except for the utilities indicated below, each apartment will be billed separately for utilities:

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

I. Construction Warranties

1. **Building and Other Improvements:** The Developer warrants and will repair and remedy any STRUCTURAL, MECHANICAL and/or ELECTRICAL defect(s) in the apartment for a period of 365 days after the closing date of purchase, including materials and labor. The apartment purchaser must notify the Developer in writing of any defect(s) in a timely manner as soon as practicable after discovery. The Developer will not be responsible for any damage, defects, failures, or personal injuries resulting from the abuse, misuse, alteration, tampering, neglect or removal of any appliance, structure or other component of the apartment.

2. **Appliances:** The Developer warrants that the appliances contained in each apartment as part of the purchase are in good working condition.

J. Status of Construction and Estimated Completion Date

The Project has no set commencement date for construction or completion. The dates depend on sales. The earliest that Developer expects to commence construction is September 1, 1986, and the estimated date of completion would be approximately June 15, 1987.

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:

A merger will occur when the two increments of Phase IV have been completely constructed. At this time, the owners of the apartments in each increment will have the rights to use all the common elements of both increments subject to the same limitations that are imposed on an owner of an apartment in each increment.

L. Sales Documents Filed with the Real Estate Commission:

Notice to Owner Occupants

Specimen Sales Contract

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

Escrow Agreement dated June 6, 1986

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

Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

The Developer has placed on record a Declaration of Covenants, Conditions and Restrictions for PuuAlii affecting previously developed property. Pohā Kea Point is the continuation of the PuuAlii master project. Prior to issuance of a Final Public Report, the Developer will place on record Supplemental Declaration No. 3 for PuuAlii annexing the Project to Phases I and II of PuuAlii and subjecting the Project to said Declaration of Covenants, Conditions and Restrictions.

Prospective purchasers are advised to carefully examine the form of Declaration of Horizontal Property Regime, Declaration As To Merger of Increments In A Condominium Project, Declaration of Covenants, Conditions and Restrictions for PuuAlii, and the Supplemental Declaration No. 3 for PuuAlii, copies of which are filed with the Real Estate Commission, so that they may familiarize themselves with this Project, how this increment will be merged into future increments, and what restrictions and obligations will apply to all purchasers in each increment.

Among other things, the Declaration As To Merger explains that (1) it is the intention of the Trustees of the Estate of Bernice Pauahi Bishop and Developer to merge this Project with other increments so that upon completion of all increments, the entire property shall be controlled and administered as a single condominium project; and (2) that while the merger will affect the administration and use of increments and the sharing of common expenses, the ownership of apartments and their appurtenant common interests in each respective increment will not be affected.

The Declaration of Covenants, Conditions and Restrictions provides, among other things, for mandatory membership of each purchaser in the PuuAlii Community Association, a nonprofit corporation created primarily to provide for the management, maintenance, protection, preservation, architectural control, all landscaping, roadways, pathways and recreational facilities within any land annexed to PuuAlii.

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 a copy of the Final Public Report and all prior public reports not previously delivered to the buyer; and
2. The buyer is given an opportunity to read the reports; and
3. One of the following has occurred:
 - a. The buyer has signed a receipt for the reports and waived the right to cancel; or
 - b. Thirty (30) days have passed from the time the reports were delivered to the buyer; or
 - c. The apartment is conveyed to the buyer within 30 days from the date the reports 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 (1) the use or value of the buyer's apartment or its limited common elements; or (2) 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. Declaration of Horizontal Property Regime.
2. Bylaws of the Association of Apartment Owners.
3. House Rules.
4. Escrow Agreement.
5. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
6. 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 are available for \$ 2.50 at the Department of Commerce and Consumer Affairs.

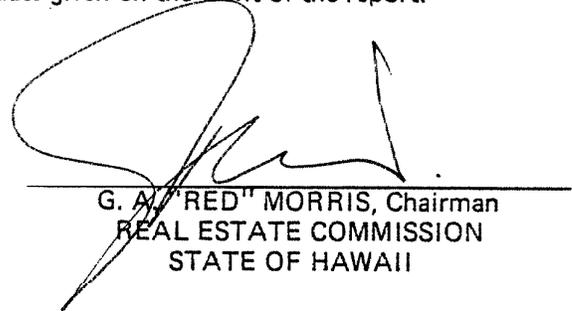
This Public Report is a part of Registration No. 1778 filed with the Real Estate Commission on July 18, 1986.

The Developer is responsible for delivering a true copy of this report to all purchasers and prospective purchasers and for securing a signed receipt for the report. When reproduced, this report must be on:

yellow paper stock white paper stock pink paper stock

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

Separate Disclosure Abstract on this condominium:

Required Not Required — disclosures covered in this report

Distribution:

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

EXHIBIT "A"

APARTMENT DESCRIPTION/TYPE

<u>Apt.</u> <u>Type</u>	<u>Qty.</u>	<u>BR/Bath</u>	<u>Net</u> <u>Living Area</u>	<u>Lanai/</u> <u>Garden Lanai</u>
2FS	2	2/2	883	146
2FSR	2	2/2	883	146
2F	2	2/2	871	146
2FR	1	2/2	871	146
2FRE	1	2/2	871	146
2G	1	2/2	960	86/494
2GR	1	2/2	960	86/494
3F	5	3/2	1093	165
3FR	3	3/2	1093	165
3FRE	2	3/2	1093	165
2LA	2	2/1-1/2	1001	123
2LAR	2	2/1-1/2	1001	123
2LAM	1	2/1-1/2	1001	148
2PE	1	2/2	896	129
2PRE	1	2/2	896	129
3P	2	3/2	1008	146
3PR	1	3/2	1008	146
3PRE	1	3/2	1008	146

EXHIBIT "B"

APARTMENT LEASE RENT

ANNUAL

<u>Basic Model Type</u>	<u>First 10-yr. Period</u>	<u>Second 10-yr. Period</u>	<u>Third 10-yr. Period</u>
2G	\$558	\$ 976	\$1708
2L	640	1120	1960
3P	652	1140	1994
3F	708	1240	2170
2P	574	1004	1758

EXHIBIT "C"

COMMON INTEREST AND PARKING ASSIGNMENTS

<u>Apt. No.</u>	<u>Parking Stall Nos.</u>	<u>% Common Interest</u>
3301	380-C 379-O	2.9744%
3302	367-C 368-O	2.9744%
3311	371-C 372-O	2.9260%
3312	375-C 376-O	3.1961%
3313	373-C 374-O	3.1961%
3314	369-C 370-O	3.2672%
3315	363-C 364-O	3.1961%
3316	361-C 362-O	3.1961%
3317	365-C 366-O	2.9260%
3321	377-C 378-O	2.9260%
3322	359-C 360-O	2.9260
3331	271-C 358-O	3.2814%
3332	270-C 276-O	3.5773%

<u>Apt. No.</u>	<u>Parking Stall Nos.</u>	<u>% Common Interest</u>
3333	272-C 357-O	3.5773%
3334	273-C 356-O	3.5773%
3335	274-C 355-O	3.5773%
3341	282-C 349-O	2.8919%
3342	283-C 346-O	2.8919%
3343	285-C 344-O	2.8919%
3344	284-C 345-O	2.8919%
3351	269-C 275-O	2.9147%
3352	280-C 351-O	3.5773%
3353	281-C 350-O	3.5773%
3354	286-C 343-O	3.5773%
3355	287-C 342-O	3.5773%
3361	277-C 354-O	3.2814%
3362	278-C 353-O	3.2814%
3363	279-C 352-O	3.5773%

<u>Apt. Nos.</u>	<u>Parking Stall Nos.</u>	<u>% Common Interest</u>
3364	288-C 291-O	3.5773%
3365	289-C 292-O	3.2814%
3366	290-C 293-O	2.9147%

"C" = Covered stall
 "O" = Open stall

EXHIBIT "D"

COMMON ELEMENTS

Common elements include the following:

- (a) Said land in fee simple;
- (b) All foundations, floor slabs, columns, beams, supports, unfinished perimeter and load bearing walls, roofs, stairs, stairways, fire escapes, and walkways around and between the buildings;
- (c) All yards, grounds, landscaping, roads, curbs, trash enclosures and like facilities;
- (d) All storage areas for the benefit of maintenance personnel, maintenance sheds, fire hoses, and alarm boxes, if any;
- (e) All driveways and parking areas including eight (8) guest automobile parking stalls as designated on Exhibit "C" hereof and as shown on the Condominium Map;
- (f) All ducts, sewer lines, electrical equipment, pipes, wiring, compressors, tanks, motors, fans, and other central and appurtenant transmission facilities over, under and across the Project which serve more than one apartment for services such as power, light, water, air conditioning, refuse, sewer, telephone and radio and television signal distribution; and
- (g) Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance or safety, or normally in common use.

Additional common elements or areas subject to common expenses may be designated upon the approval of ninety percent (90%) of the apartment owners and the filing of an amendment hereto.

EXHIBIT "E"

LIMITED COMMON ELEMENTS

The limited common elements set aside and reserved for the exclusive use of certain apartments are as follows:

(a) The automobile parking stalls for each apartment, as shown on Exhibit "C" hereof, shall be appurtenant to and for the exclusive use of such apartment. The parking stall numbers for the parking stall or stalls appurtenant to each apartment are as set forth in Exhibit "C" and as shown on the Condominium Map.

(b) Any walkway, stairway, or corridor which connects the apartment or apartments adjoining it to the exterior of the project shall be appurtenant to and for the exclusive use of said adjoining apartment or apartments.

(c) The mailbox assigned to each apartment.

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

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE

1. Tax Key: 4-6-1-2 portion

Taxes for the Fiscal Year 1986-1987 are a lien; payable as follows:

1st Installment \$6,533.76 OPEN (Delinquent after 8/20/86)
2nd Installment \$6,533.75 OPEN (Delinquent after 2/20/87)

2. Easements V and w, as shown on Map 11, as set forth by Land Court Order No. 8866, filed February 23, 1949.

3. The terms and provisions of that certain Lease No. 24,620 dated June 7, 1976, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 768125, made by and between TRUSTEES OF THE ESTATE OF BERNICE PAUAI BISHOP, as Lessor(s), to THOMAS FRANCIS MCCORMACK, husband of Hilda Frances McCormack, as Lessee(s), for a term commencing from the first day of January, 1976. (also affects other property) As amended by instrument dated June 3, 1977, filed in said Office of the Assistant Registrar as Document No. 838309; as further amended by instrument dated March 6, 1978, filed in said Office of the Assistant Registrar as Document No. 872979; as further amended by instrument dated August 12, 1980, filed in said Office of the Assistant Registrar as Document No. 1035133; as further amended by instrument dated March 24, 1983, filed in said Office of the Assistant Registrar as Document No. 1175048; as further amended by instrument dated January 22, 1986, filed in said Office of the Assistant Registrar as Document No. 1352189.

Said Lease is now held by THOMAS FRANCIS MCCORMACK, as Trustee of the T. F. McCormack Trust, established by an unrecorded Trust Agreement dated October 24, 1978, made by Thomas Francis McCormack, as the Settlor, as amended by an unrecorded Amendment of Trust Agreement dated June 10, 1982, said Trustee having all powers set forth in said Trust Agreement, including full power to sell, convey, exchange, mortgage, lease, assign or otherwise deal with and dispose of all lands of the trust estate, as Lessee(s), by Assignment of Lease dated December 3, 1984, filed in said Office of the Assistant Registrar as Document No. 1272570. Consent thereto filed as Document No. 1272571.

4. The terms and provisions of that certain Bishop Estate Lease No. 24,620A dated June 7, 1976, filed in said Office of the Assistant Registrar as Document No. 768126, made by and between TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "Owners", and THOMAS FRANCIS McCORMACK, husband of Hilda Frances McCormack, "Tenant", holder of the master lease dated June 7, 1976, filed in said Office of the Assistant Registrar as Document No. 768125, as Lessor(s), to SWIRE-McCORMACK LTD., a Hawaii corporation, as Lessee(s), for a term of 61 years commencing from the first day of January, 1976; (also affects other property) as amended by instrument dated June 6, 1977, filed in said Office of the Assistant Registrar as Document No. 838310; as further amended by instrument dated March 6, 1978, filed in said Office of the Assistant Registrar as Document No. 872980. Consent thereto filed as Document No. 872981. As further amended by instrument August 12, 1980, filed in said Office of the Assistant Registrar as Document No. 1035134. Consent thereto filed as Document No. 1035135. As further amended by instrument dated December 9, 1982, filed in said Office of the Assistant Registrar as Document No. 1175049; as further amended by instrument dated January 3, 1986, filed in said Office of the Assistant Registrar as Document No. 1352190. Consent thereto filed as Document No. 1352191.

By instrument dated December 3, 1984, filed in said Office of the Assistant Registrar as Document No. 1274508, THOMAS FRANCIS McCORMACK, husband of Hilda Frances McCormack, assigned all of his right, title and interest under the foregoing Lease, to THOMAS FRANCIS McCORMACK, as Trustee of the T. F. McCORMACK Trust, established by an unrecorded Trust Agreement dated October 24, 1978, made by THOMAS FRANCIS McCORMACK, as the Settlor, as amended by an unrecorded Amendment of Trust Agreement dated June 10, 1982, said Trustee having all powers set forth in said Trust Agreement, including full power to sell, convey, exchange, mortgage, lease, assign or otherwise deal with and dispose of all lands of the trust estate. (also affects other property). Consent thereto filed as Document No. 1274509.

Said Lease is subject to the following:

a) Mortgage dated January 13, 1978, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 861372, made by SWIRE-McCORMACK LTD., as Mortgagor(s), to BANK OF HAWAII, a Hawaii banking corporation, as Mortgagee(s), to secure the repayment of the sum of \$2,000,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to. (also affects other property)

aa) Notice dated July 21, 1978, filed in said Office of the Assistant Registrar as Document No. 889090, made by and between SWIRE-McCORMACK LTD., a Hawaii corporation, as Mortgagors, and BANK OF HAWAII, a Hawaii banking corporation, as Mortgagees, is under a contractual duty to make future advances in said maximum amount of \$1,999,000.00. (also affects other property)

bb) By instrument dated February 6, 1979, recorded on February 14, 1979 in said Bureau of Conveyances in Book 13484 Page 763, made by and between SWIRE-McCORMACK LTD., a Hawaii corporation, as Mortgagors, and BANK OF HAWAII, a Hawaii corporation, as Mortgagees, is under a contractual duty to make future advances in said maximum amount of \$1,548,632.00. (also affects other property) (Said Notice not noted on Transfer Certificate of Title No. 157,862.)

cc) By Land Court Order No. 62216, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii on March 8, 1982, SWIRE-McCORMACK LTD., by Certificate of Amendment changed its name to SWIRE PROPERTIES (HAWAII), LTD.

b) The terms, provisions and easements, if any, including reservations, if any, of that certain Lease herein referred to.

5. Grant dated May 26, 1978, filed in said Office of the Assistant Registrar as Document No. 888694, in favor of HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and HAWAIIAN TELEPHONE COMPANY, a Hawaii corporation, granting an easement for utility purposes, over and across Lot 1432. Consent thereto filed as Document No. 888695.

6. The terms and provisions of that certain Agency Agreement and Power of Attorney dated January 10, 1985, filed in said Office of the Assistant Registrar as Document No. 1279349, made by and between THOMAS FRANCIS MCCORMACK, as Trustee of the T. F. McCormack Trust and TFM CORP., a Hawaii corporation. (also affects other property)
7. Easements 642 and 643, both as shown on Map 207, as set forth by Land Court Order No. 70102, filed June 7, 1984, affecting Lot 1432-B-4.
8. 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 June 16, 1984, filed in said Office of the Assistant Registrar as Document No. 1318276, SWIRE PROPERTIES (HAWAII) LTD., a Hawaii corporation, as Sublessee and Developer, and THOMAS FRANCIS MCCORMACK, husband of Hilda Frances McCormack, as Master Lessee(s) and THE TRUSTEES OF THE ESTATE OF BERNICE PAUHI BISHOP, Owners, collectively referred to as "Declarant".

FOR INFORMATION ONLY:

Death of Thomas Francis McCormack on February 18, 1986 and the appointment of Mieko Totoki, Brian L. Sakamaki and Galen C. K. Leong as successor trustee of the T. F. McCormack Trust as set forth by Land Court Order No. 77630, filed March 24, 1986.

DESCRIPTION

All of that certain parcel of land situate at Heeia, District of Koolaupoko, City and County of Honolulu, State of Hawaii, described as follows:

LOT 1432-B-4, area 22.724 acres, as shown on Map 210, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1100 of the Trustees under the Will and of the Estate of Bernice Pauahi Bishop, deceased.

NOTE: Lot 1432-B-4 will have a mutual and nonexclusive access over Easements 646, 647, 648 and 649 to Lilipuna Road, the nearest Government Road. In addition, Lot 1432-B-4 will front on Lilipuna Road and have direct access thereto, as shown on Map 210, as set forth by Land Court Order No. 75000, filed August 22, 1985.

Being a portion of the land described in Transfer Certificate of Title No. 157,862.

EXHIBIT "G"

ASSIGNMENT OF APARTMENT OWNERSHIP OF
POHA KEA POINT, PHASE IV-A, Increment 4

(Building No. 33 - 31 Apartment Units)
PRELIMINARY ESTIMATED MONTHLY CASH OPERATING BUDGET
For Period July 1, 1986 - December 31, 1986

<u>RECEIPTS:</u>		<u>MONTHLY</u>	<u>ANNUAL</u>
4010	Maintenance Fees	\$ 916	\$10,992
4310	Puu Alii Comm Assoc Dues Collection	<u>3,410</u>	<u>40,920</u>
TOTAL RECEIPTS		\$4,326	\$51,912
<u>DISBURSEMENTS:</u>			
6020	Office and Admin	30	360
6030	Management Fee	116	1,392
6040	Audit	50	600
6180	General Maintenance	75	900
6260	Insurance	180	2,160
6290	Transfer to Reserves	465	5,580
6310	Puu Alii Comm Assoc Dues Transmittal	<u>3,410</u>	<u>40,920</u>
TOTAL DISBURSEMENTS:		\$4,326	\$51,912

PRELIMINARY ESTIMATED MONTHLY MAINTENANCE FEE SCHEDULE

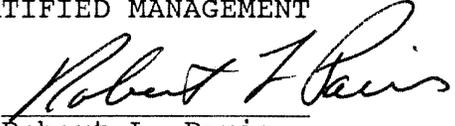
Apt Type	%Common Interest	# of Units	Maintenance + PCA = Fees	Dues	Total Payment
2F, 2FR, 2FRE	2.8919	4	\$26.49	\$110	\$136.49
2PE, 2PRE	2.9147	2	26.70	110	136.70
2FS, 2FSR	2.9260	4	26.80	110	136.80
2G, 2GR	2.9744	2	27.25	110	137.25
2LA, 2LAR	3.1961	4	29.28	110	139.28
2LAM	3.2672	1	29.93	110	139.93
3P, 3PR, 3PRE	3.2814	4	30.06	110	140.06
3F, 3FR, 3FRE, 3F(H), 3FR(h)	3.5773	10	32.77	110	142.77

The above breakdown of the annual fee (pro-rated on a monthly basis) and the estimated costs for each apartment is for six (6) months commencing July 1, 1986. While not guaranteed, the information contained herein is based on current data available to us which we believe to be authoritative.

As managing agent for the condominium, we certify that the estimated initial maintenance fee assessments and disbursements have been prepared in accordance with generally accepted accounting principals and converted to cash basis for this presentation.

CERTIFIED MANAGEMENT

CM7.1.6RLP

By 
Robert L. Paris

July 1, 1986

EXHIBIT "H"

SUMMARY OF SALES CONTRACT

1. Seller has entered into an Escrow Agreement dated June 6, 1986, with Security Title Corporation.

2. Seller may terminate Sales Contract and refund to Buyer all money Buyer has paid without interest, if Seller determines that Buyer's ability to make payments or if the financial ability of Buyer has decreased at the time the credit report is updated.

3. Risk of loss to the apartment and percentage interest in the common elements will be borne by Seller until the date of final closing at which time risk of loss will be borne by Buyer.

4. The contract will not be assignable without the written consent of Seller and any attempt to assign without this consent will be null and void.

5. Seller reserves the right to modify the Declaration, By-Laws, House Rules, Escrow Agreement and Apartment Lease, provided that these modifications do not increase the Buyer's share of common expenses, reduce the obligations of Seller for common expenses on unsold apartments, reduce the size of the apartments, increase the cost of the apartments, or impair or modify any obligations given or undertaken by Seller. Seller also reserves the right to make minor changes that may improve the apartment.

6. Seller anticipates BUT DOES NOT WARRANT that the construction contract with the general contractor shall contain a warranty clause.

THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE APARTMENT, THE PROJECT, OR CONSUMER PRODUCTS OR OTHER THINGS INSTALLED OR CONTAINED IN THE APARTMENT OR THE PROJECT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR USE.

7. Seller may appoint the initial management agent for the project.

8. Seller reserves the right to exercise all of the power of the Association until the election of the Board of Directors and officers of the Association of Apartment Owners and may vote and exercise all the powers of the Board and officers of the Association including voting of owners of apartments remaining unsold.

9. Buyer may have the right to cancel the Sales Contract and obtain a refund of all money paid by Buyer if the Final Public Report is not issued within one (1) year from the date of the issuance of the Preliminary Public Report, or there are any changes in the condominium building plans after the execution of this contract and before the issuance of a Final Public Report, or the Final Public Report differs in any material respect from the Preliminary Report.

10. If the Buyer defaults when a payment is required, the Seller will notify the Buyer by registered mail of such default. If the default is not cured within ten (10) days after mailing the notice, the Sales Contract may be terminated by Seller with written notice to Buyer. If this occurs, the money paid by the Buyer will belong to the Seller as liquidated damages.

11. Seller agrees that it will erect the building containing the apartment within the period of two (2) years from the date of this Preliminary Report.

12. The Project will be subject to ongoing construction and sales activities which may result in certain annoyances to Buyer.

13. Seller has no program to offer a rental service of any kind to the owners of apartments in the project.

EXHIBIT "I"

SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by neutral party ("Escrow"). Under the Escrow Agreement these things will or may happen:

1. Seller will require all payments due to be made to Escrow.

2. All money received by Escrow will be deposited in an interest-bearing account in a federally insured bank or savings and loan institution. All interest earned in the account will be credited to the account of the Seller.

3. If the Buyer under a reservation as an owner-occupant is not offered an apartment or if the Buyer refuses to enter into a sales contract, Escrow will promptly refund the deposit made by Buyer without interest. If Buyer enters into Sales Contract but rescinds the Sales contract because of hardship or because the Buyer no longer intends to be an owner-occupant, Seller will cancel Sales Contract and Escrow will promptly return all money to Buyer without interest and less the cancellation fee.

4. Escrow will not disburse Buyer's funds until Seller has notified Escrow that Buyer's Sales Contract has become effective and a Final Public Report has been issued by the Real Estate Commission and Escrow has received a copy of Buyer's receipt for the Final Public Report.

5. Escrow will from time to time make disbursements from the escrow fund to pay for construction costs, to other persons for architectural, engineering, financing, advertising, legal fees and other expenses, but not for selling expenses or brokerage fees relating to the sales of any apartment.

6. If Buyer is in default under the Sales Contract, Escrow will promptly give to Buyer notice of the default.

7. Escrow is relieved from all liability for acting in accordance with the terms of the Escrow Agreement.

8. Escrow will be paid ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per apartment at the closing of Escrow. One-half (1/2) of this fee will be paid by the Buyer and one-half (1/2) will be paid by the Seller. Escrow will also provide joint protection title policies at the Buyer's expense for each sales contract closed at a premium not exceeding ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) for both policies.

9. Escrow will collect FIFTY AND NO/100 DOLLARS (\$50.00) if a Sales Contract is cancelled before the Buyer has received a commitment for financing. Escrow will collect ONE HUNDRED AND NO/100 DOLLARS (\$100.00) if a Sales Contract is cancelled after Buyer has received a commitment for financing or after Buyer's receipt of the Final Public Report.