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

HAIKU POINT, INCREMENT IV

Emepela Way, Kaneohe, Hawaii

Registration No. 1887

Issued: December 1, 1987
Expires: January 1, 1989

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of November 13, 19 87 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.

X FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
[x] Supersedes all prior public reports
[ ] Must be read together with _____

____ SUPPLEMENTARY: (pink) Updates 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 _____

[ ] This report reactivates the _____ public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required [x] 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.

There were no prior reports issued for this Project.

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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: The residential apartments will be conveyed to purchasers by means of an apartment lease along with an appurtenant undivided percentage interest in the common elements of the Project. Each purchaser of an apartment will be issued an Apartment Lease by the Trustees of Bishop Estate ("Owners") and Kihalani Investment, Inc. ("Tenant") as Lessors. Upon merger of additional increments, the common interest for each apartment will change in accordance with Exhibit "B" and the Declaration.

Type of Project:

1. [X] New Building(s) [ ] Conversion
   [ ] Both New Building(s) and Conversion

2. [X] Residential [ ] Commercial
   [ ] Mixed Residential and Commercial
   [ ] Other _____

3. [ ] High Rise (5 stories or more) [X] Low Rise

4. [ ] Single or [X] Multiple Buildings

5. Apartment Description

Apt. Type	Qty	BR/Bath	Net Living Area*	Lanai/Patio
547	8	1/1	547	**(See Note Below)
716	8	2/1	716	**
717	8	2/1	717	**
810	8	2/2	810	**

Total Apartments: 32

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

**Note: Lanai sizes vary even between the same apartment types.
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:

	Number of Stalls
Assigned Stalls (Individual Units)	32
Guest Stalls	5
Unassigned Stalls	
Extra Stalls Available for Purchase	
Other: _____	21
Total Parking Stalls	58

7. **Recreational amenities:** There are no recreational amenities within the Haiku Point, Increment IV Project itself; however, the Declaration discloses that the Developer will develop a private park on a separate site near this Project and intends to cause leasehold title of same to be conveyed to the Association of Apartment Owners for the Haiku Point project after the merger of all increments in the project, such merger being more fully described in paragraph K herein and in paragraph 19 of the Declaration. The Private Park will be subject to a Private Park Agreement with the City and County of Honolulu, which agreement contains certain restrictive covenants and certain provisions requiring the upkeep and maintenance of the Private Park.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer:

GENTRY INVESTMENTS, A CALIFORNIA LIMITED PARTNERSHIP
Name

Phone: (808) 671-6411 (Business)

94-539 Puahi Street
Business Address
Waipahu, Hawaii 96797

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

GENTRY-PACIFIC, LTD., A Hawaii Corporation

THOMAS HENRY GENTRY -- President
JOSEPH J. RAMIA -- Vice President
NORMAN H. GENTRY -- Vice President
A.J. FADROWSKY, III -- Vice President
HARVEY JAY MIGDAL -- Secretary, Asst. Vice Pres.
HARRY D. HUFFMAN -- Treasurer, Asst. Vice Pres.

Real Estate Sales Agent:

GENTRY REALTY, LTD.
Name

Phone: (808) 671-6411 (Business)

94-539 Puahi Street
Business Address
Waipahu, Hawaii 96797

Escrow:

SECURITY TITLE CORPORATON
Name

Phone: (808) 521-9511 (Business)

1001 Bishop Street, 1200 Pacific Tower
Business Address
Honolulu, Hawaii 96813

Managing Agent:

CERTIFIED MANAGEMENT (a Division of AR Corporation)
Name

Phone: (808) 836-0911 (Business)

3179 Koapaka Street
Business Address
Honolulu, Hawaii 96819

Attorney for Developer:

HARVEY JAY MIGDAL
Name
94-539 Puahi Street
Business Address
Waipahu, Hawaii 96797

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 _____ Page _____
[X] Filed — Land Court — Document Number 1503391

Amendment date(s) and recording/filing information:

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. _____
[X] Filed — Land Court Condo Map No. 644

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 _____ Page _____
[X] Filed — Land Court — Document Number 1503392

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 [X] 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:

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%	75%
Bylaws	65%	65%
House Rules	–	

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 has reserved the right to make any changes to said documents, and any other documents affecting this Project, as may be required by law, any title insurance company, or as Developer decides is necessary, all without the consent or approval of the Purchaser, provided that the changes do not substantially impair the prospective use and enjoyment of the apartment, materially alter the arrangement of the rooms or reduce the useable space within the apartment; render unenforceable the Purchaser's mortgage loan commitment; increase Purchaser's share of common expenses or reduce the obligations of the Seller for common expenses on unsold apartments; Developer also reserves the right to file the as-built verified statement required by Section 514A-12 of the Hawaii Revised Statues, as amended, and also to make any changes to the documents necessary in connection with the merger of this Project as set forth in paragraph K, page 17 of this report.

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.

[X] 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: December 31, 2042
Rent Renegotiation Date(s): January 1, 2018; LEASE RENTS ALSO INCREASE FROM THE PRESENT RATE ON JANUARY 1, 2003.

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[X] Semi—Annually [ ] Annually

Exhibit A contains a schedule of the lease rent for each apartment per [ ] Month [X] 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: Haiku Road at Emepela Way
Kaneohe, Hawaii

Tax Map Key: (TMK) 4-6-31-31

[ ] Address [ ] TMK is expected to change because _____

Land Area: 1.789 [ ] square feet [X] acre(s)

Zoning: A-1 (apartment)

Fee Owner: TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP
name
567 South King Street, Suite 200
address
Honolulu, Hawaii 96813

Sublessor: KIHALANI INVESTMENT, INC.
name
33 South King Street, Suite 516
address
Honolulu, Hawaii 96813

Development Lease: Gentry Investments, a California Limited Partnership (the Developer)

C. **Buildings and Other Improvements:**

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

2. Buildings: 4 Floors Per Building: 2

   [ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

   [x] Concrete [ ] Hollow Tile [X] Wood

   [x] Other Asphalt Shingles; Composition Siding

4. Permitted Uses:

		No. of Apts.			No. of Apts.
[ ]	Commercial		[ ]	Industrial	
[x]	Residential	32	[ ]	Agricultural	
[ ]	Timeshare/Hotel		[ ]	Recreational	
[ ]	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:

[X] Pets: Dogs, cats and other household pets limited to two in number and subject to compliance with provisions of House Rules.

[X] Number of Occupants: No more than two per bedroom, excluding children under five, except no more than three per bedroom under any circumstances, inclusive of children under five.

[ ] Other: _____

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 32

Elevators NONE Stairways (all exterior) Trash Chutes NONE

Apt. Type	Qty	BR/Bath	Net Living Area*	Lanai/Patio
547	8	1/1	547	**See Note Below
716	8	2/1	716	" " "
717	8	2/1	717	" " "
810	8	2/2	810	" " "

**Note: Lanai sizes vary even between the same apartment types.

*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 includes the walls and partitions which are not load bearing within its perimeter or party walls; glass windows or panels; doors (except for exterior surface of any door located on perimeter walls); inner decorated or finished surfaces of all walls, floors and ceilings, door frames and window frames; air space within the perimeter and any fixtures and appliances originally installed. The apartment does NOT include undecorated or unfinished surfaces of perimeter or party walls or interior load-bearing walls, floors and ceilings; any pipes, wires or other utility lines running through the apartment and utilized for more than one apartment. The apartment also does not include the adjacent lanai which is considered a limited common element.

Permitted Alterations to Apartments: Additions, alterations or improvements solely within an apartment or within a limited common element appurtenant to and for the exclusive use of the apartment may be made by the apartment owner with only the approval of the Board of Directors of the Association of Apartment Owners and any other apartment owner directly affected.

7. Parking Stalls:

Total Parking Stalls: 58

	Regular covered	Regular open	Compact covered	Compact open	Tandem covered	Tandem open	TOTAL
Assigned (for individual units)	32						32
Guest		5					5
Unassigned							
Extra Available for Purchase	9*	12*					21
Other:							
Total Covered & Open	58		---		---		

*(temporarily assigned to Apt. 12-B)

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.

[X] Exhibit B contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

[X] There are no recreational or common facilities.

[ ] Swimming pool

[ ] Recreation Area

[ ] Tennis Court

[ ] Storage Area

[ ] Laundry Area

[ ] Trash Chute

[ ] Other: _____

As discussed in Paragraph 7 on Page 5, there are no recreational amenities within this Project; however, all increments of Haiku Point will have use of the Private Park when improved.

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. [X] No variances to zoning code have been granted. However, the City and County of Honolulu has granted a Special Use Permit which allows phased Projects to be developed on separate parcels as if they were part of one integral project. See Exhibit D.
[ ] Variance(s) to zoning code was/were granted as follows:

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.

	Conforming	Non-Conforming	Illegal
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.

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

   [ ] described in Exhibit _____

   [X] as follows:

   (a) The mailbox bearing the same designation as the apartment;

   (b) The fenced yard area adjoining the apartment (for apartments on the ground floor);

   (c) The lanai area adjacent to second story apartments;

   (d) The storage closet located on the lanai (except for Apartment type 717 which has no exterior storage closet).

   (e) One or more automobile parking stalls assigned to each apartment upon the original conveyance thereof shall be appurtenant to and for the exclusive use of such apartment.

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.

   [X] Exhibit B describes the common interests for each apartment.

   [ ] as follows:

   Upon merger of this Project with additional increments as more fully set forth in Paragraph K on Page 17 herein, and also as more fully described in the Declaration, the common interest for each apartment will change as set forth in Exhibit B.

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

Exhibit D describes the encumbrances against the title contained in the title report dated September 30, 1987.

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.

Type of Lien	Effect on Buyer's Interest If Developer Defaults
Mortgage	Lender has priority over Purchaser's rights under a Sales contract, and has a right to terminate sales contracts upon foreclosure of its mortgage before apartment sale is closed.

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:

[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 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 E 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:

[ ] Electricity [ ] Television Cable

[ ] Gas [X] Water & Sewer

[ ] 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: The Developer warrants against defects in the apartment due to faulty material or workmanship which are discovered and brought to the attention of Developer within one year from the date of conveyance of title to the apartment owner or the date of occupancy, whichever occurs first. In addition, the Developer warrants the common elements against all defects for a period of two years from the date of completion of the common elements or two years from the date the first apartment is conveyed to a purchaser other than the Developer, whichever is later. For purposes of this warranty, the Developer agrees to repair, renovate, restore or replace any defective material or workmanship within the respective warranty periods. ROUTINE MAINTENANCE WORK IS NOT COVERED BY ANY WARRANTY.

2. Appliances: Warranties on appliances furnished with an apartment are not provided by the Developer. The execution and delivery of the apartment lease will operate as an assignment from the Developer to the purchaser of the respective manufacturers' or dealers' warranties, if any.

J. Status of Construction and Estimated Completion Date:

Construction on the project is expected to be completed in late January 1988.

K. Project Phases:

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

Summary of Developer's Present Plans for Future Development: The Developer has reserved the option to develop, in addition to this Project, five additional increments of Haiku Point and to merge the projects after they have been completed into a single overall project to consist of approximately 200 apartments to be known as Haiku Point. At the time of merger, the common interest initially assigned to each apartment in the projects will be recalculated pursuant to the formula set forth in paragraph 19 of the respective Declarations. Upon merger of all six increments, the merged increments will become one condominium project and will be governed by one Declaration and By-Laws, at which time all apartment owners in the increments will be entitled to use the common elements of the other increments, including the area comprising the Private Park.

In addition, the Developer has reserved the right to administratively merge all of the increments of Haiku Point for the purposes of administration and use only. This administrative merger would NOT affect the percentage common interests of the owners in their respective increments. The Developer plans to administratively merge the increments only if a legal merger is not accomplished.

L. Sales Documents Filed with the Real Estate Commission:

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

[X] Notice to Owner Occupants

[X] Specimen Sales Contract

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

[X] Escrow Agreement dated Effective September 15, 1986.

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

[ ] Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

The Developer discloses that covered parking areas are located over Drainage and Sewer Easements. In the event that underground pipes ever need to be repaired or replaced, the carports may require dismantling. Carports have been designed in a manner that will facilitate dismantling and reassembly.

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. 1887 filed with the Real Estate Commission on October 7, 1987.

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Gloria Damron

Gloria Damron, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

EXHIBIT A -- SCHEDULE OF LEASE RENTS

Annual Lease Rents

Unit Type	First Fixed Period (through 12-31-2002)	Second Fixed Period (1-1-2003 thru 12-31-2017)
547	505.00	758.00
716	662.00	992.00
717	662.00	992.00
810	748.00	1,122.00

EXHIBIT "B"
APARTMENT DESCRIPTION AND INITIAL PARKING STALL ASSIGNMENTS

Bldg. and Apt.	Apt. Type	Net Living Area	Initial Parking Stall Assignment
11-A	717	717	128*
11-B	716	716	129*
11-C	717	717	137*
11-D	716	716	123*
11-R	717	717	130*
11-S	716	716	131*
11-T	717	717	122*
11-U	716	716	114*
12-A	810	810	133*
12-B	810	810	127*+
12-C	547	547	126*
12-D	547	547	136*
12-R	810	810	135*
12-S	810	810	125*
12-T	547	547	124*
12-U	547	547	134*
13-A	717	717	138*
13-B	716	716	117*
13-C	717	717	116*
13-D	716	716	271*
13-R	717	717	118*
13-S	716	716	119*
13-T	717	717	120*
13-U	716	716	269*
14-A	810	810	109*
14-B	810	810	110*
14-C	547	547	105*
14-D	547	547	106*
14-R	810	810	113*
14-S	810	810	111*
14-T	547	547	107*
14-U	547	547	108*

* Covered Parking

+ Parking Stalls Nos. 132, 139, 140, 141, 142, 144, 145, 146, 147, 148, 149, 259*, 260*, 261*, 262*, 263*, 264*, 266*, 267*, 268*, and 270 are also assigned to Apartment 12-B.

BREAKDOWN OF MODEL TYPES AND PERCENTAGE COMMON INTEREST FOR HAIKU POINT, INCREMENT IV

Model	Percentage Common Interest		Number in Project	Total Percentage of Common Interest
547	2.450%	x	8	19.600%
716	3.208	x	8	25.664
717	3.212	x	8	25.696
810	3.630	x	8	29.040
			32	100.000%

As nearly as practicable, the percentage of common interest for each residential apartment is determined by calculating what percentage of the total interior net floor area of all of the residential apartments is represented by the net floor area of the particular apartment and multiplying the percentage thus obtained by one hundred percent (100%).

HAIKU POINT SCHEDULE OF COMMON INTERESTS UPON MERGER OF INCREMENTS I, II, III, IV, V AND VI

Model Type	Estimated Percentage Common Interest Upon Merger
547	.389%
(except for Apt Nos. 5-C, 5-D, 5-T and 5-U which will have	.388)%
716	.508%
717	.509%
810	.575%

Note: Apt. Nos. 5-C, 5-D, 5-T and 5-U, which are also apartment types 547, have a different percentage interest only in order to facilitate the individual percentages of the common interests to total 100%.

EXHIBIT C -- COMMON ELEMENTS

1. The land described in Exhibit "A" of the Declaration;

2. All structural components, such as foundations, girders, beams, supports, unfinished perimeter walls and loadbearing walls (except for the inner decorated surfaces within each apartment) and the roofs of the buildings; all exterior stairways, walkways, landings, railings and the fences enclosing the fenced courtyard areas, of said buildings;

3. All yards, gardens, planting areas, fences, trash collection areas, and all parking areas, carports, driveways and access lanes, including Parking Stall Nos. 112, 115, 121, 143, and 265, which are visitor parking stalls;

4. Installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central appurtenant transmission facilities and installations over, under or across the Project which serve more than one apartment for services such as power, light, gas, hot water, cold water, sewage, telephone, radio and television signal distribution, if any;

5. Any apparatus and installations existing for common use, such as tanks, pumps, motors, fans, compressors, ducts, vents and other such installations and apparatus; and

6. All other parts of the Project necessary or convenient to its existence, maintenance and safety or normally in common use.

EXHIBIT D -- ENCUMBRANCES

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

2. Easement 580 (10-feet wide, area 3,538 square feet), for drainage purposes, as shown on Maps 171 and 214, as set forth by Land Court Order No. 46321, filed January 11, 1977 (also affects other property).

3. Grant dated January 28, 1977, filed in the Office of the Assistant Registrar of the Land Court Order of the State of Hawaii as Document No. 814922, in favor of the City and County of Honolulu, a municipal corporation of the State of Hawaii, granting an easement for drainage purposes over and across Easement 580 (also affects other property). Consent thereto filed as Document No. 814923.

4. Designation of Easement 689 (area 45,118 square feet), for drainage purposes, as shown on Map 214, as set forth by Land Court Order No. 84505, filed June 3, 1987 (also affects other property).

5. Designation of Easement 690 (area 33,170 square feet), for roadway purposes, as shown on Map 214, as set forth by Land Court Order No. 84505, filed June 3, 1987 (also affects other property).

6. Access rights in favor of Lots 1916, 1917, 1918, 1920, 1921 and 1922, over and across Easement 690, as set forth by Land Court Order No. 84505, filed June 3, 1987.

7. The terms and provisions of that certain Lease No. 24,270, dated January 2, 1975, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 741284, made by and between The Trustees of the Estate of Bernice Pauahi Bishop, as Lessors, to Kihalani Investment, Inc., a Hawaii corporation, as Lessee, for a term of 27 years, commencing on January 1, 1975; as modified by instrument dated April 21, 1986, filed in said Office of the Assistant Registrar as Document No. 1368266.

8. The terms, provisions and easements, if any, including reservations, if any, of that certain Lease No. 24,270-196, dated January 18, 1983, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1155066, made by and between the Trustees of the Estate of Bernice Pauahi Bishop, "Owners," and Kihalani Investment, Inc., a Hawaii corporation, "Tenant," holder of that certain master lease filed in said Office of the Assistant Registrar as Document No. 741284, as Lessor(s), and KACOR Development Company, a California corporation, as Lessee(s), for a term of 60 years commencing on October 1, 1981; as amended by instrument dated March 21, 1986, effective as of March 31, 1986, filed in said Office of the Assistant Registrar as Document No. 1362049; and as further amended by instrument dated July 16, 1987, filed in said Office of the Assistant Registrar as Document No. 1494182. Said Lease is now held by Gentry Investments, a California Limited Partnership, a California limited partnership registered to do business in the State of Hawaii, as Lessee(s), by Assignment of Lease dated March 26, 1986, effective as of March 31, 1986, filed in said Office of the Assistant Registrar as Document No. 1362051. Consent thereto filed as Document No. 1362052.

9. Real Property Mortgage dated April 6, 1987, filed in said Office of the Assistant Registrar as Document No. 1453455, made by GENTRY INVESTMENTS, A CALIFORNIA LIMITED PARTNERSHIP, a California limited Partnership, as Mortgagors, to FIRST HAWAIIAN BANK, a Hawaii corporation, as Mortgagees, to secure the repayment of the sums of $6,500,000.00 (the "Development Loan") and $5,000,000.00 (the "Construction Loan"), any additional advances made there under and all amounts secured thereby, all according to the terms of those certain notes of said mortgagors therein referred to. Consent thereto filed as Document No. 1453456.

   By instrument dated September 10, 1987, filed in said Office of the Assistant Registrar as Document No. 1495303, the foregoing mortgage was amended.

10. Financing Statement dated April 16, 1987, covering all right, title and interest of the Debtor in and to that certain Escrow Agreement, etc., given as security by Gentry Investments, a California Limited Partnership, in favor of First Hawaiian Bank, recorded on April 8, 1987, in the Bureau of Conveyances of the State of Hawaii in Book 20541 Page 558 (also affects other property).

11. Grant of Easement dated April 15, 1987, filed in said Office of the Assistant Registrar as Document No. 1471540, in favor of HAWAIIAN ELECTRIC COMPANY, INC. and HAWAIIAN TELEPHONE COMPANY, both Hawaii corporations, granting a perpetual right and easement to build, etc., pullboxes, handholes, transformer vaults and underground powerlines, etc., over, under, upon, across and through premises being within Lots 1918 and 1919 (also affects other property). Consents thereto filed as Documents Numbered 1471541 and 1471542.

12. Conditions and Agreements as set forth in that certain Conditional Use Permit Joint Development dated August 13, 1987, filed in said Office of the Assistant Registrar as Document No. 1493860, made by The Trustees of the Estate of Bernice Pauahi Bishop, as "Owner", Kihalani Investment, Inc., a Hawaii corporation, as "Tenant", and Gentry Investments, a California Limited Partnership, a California limited partnership, as "Declarant".

13. Declaration of Horizontal Property Regime dated September 18, 1987, filed in said Office of the Assistant Registrar as Document No. 1503391.

14. By-Laws of Association of Apartment Owners of Haiku Point, Increment IV dated September 18, 1987, filed in said Office of the Assistant Registrar as Document No. 1503392.

15. Condominium Map No. 644, filed in said Office of the Assistant Registrar on October 19, 1987.

EXHIBIT E

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment	Monthly Fee	x	12 months	=	Yearly Total
547	62.24	X	12	=	$ 746.88
716	81.30	X	12	=	975.60
717	81.30	X	12	=	975.60
810	92.00	X	12	=	1,104.00

The cost of maintaining the Private Park Lot has not been included in the budget for the Haiku Point, Increment IV Project because the Park Lot is not a part of this Project (see paragraph 7 on page 5 of this Report). No maintenance costs for the Park Lot will be charged to the Association of Apartment Owners until the Park is conveyed to the Association pursuant to paragraph 10 of the Declaration. The Managing Agent presently estimates that the monthly cost to the Association of maintaining the Park will be approximately $400 a month. The amount assessed to each apartment for the maintenance of the Park Lot will range from approximately $1.50 a month to $2.30 a month depending upon the apartment type purchased. In the event less than 200 apartments are developed in the Haiku Point Project, the maintenance costs for each apartment would increase proportionately.

[ ] Revised on _____

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

HAIKU POINT
INCREMENT IV

Estimate of Maintenance Fee Disbursements:

	Monthly	x 12 months =	Yearly Total
Utilities and Services			
Air Conditioning			
Electricity			
[X] common elements only	$ 145		$ 1,740
[ ] common elements and apartments			
Gas			
Refuse Collection	205		2,460
Telephone			
Water and Sewer	515		6,180
Maintenance, Repairs and Supplies			
Building	50		600
Grounds	115		1,380
Management			
Lodging	655		7,860
Management Fee	275		3,300
Payroll and Payroll Taxes	195		2,340
Office Expenses	10		120
Insurance	365		4,380
Reserves			
Taxes and Government Assessments	5		60
Other			
TOTAL	2,535		30,420

I/We, Certified Management, as managing agents for the condominium, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Tim Hughes

Date: September 22, 1987

EXHIBIT F -- SUMMARY OF SALES CONTRACT

The Sales Contract contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract says:

1. Certain obligations of the purchaser if the purchaser wants a mortgage loan to cover part of the purchase price.

2. That a purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

3. That a purchaser will not receive interest on deposits made under the Sales Contract.

4. That the apartment will be subject to various other legal documents which the purchaser should examine.

5. That the Project will be subject to ongoing construction and sales activities which may result in certain annoyances to purchaser.

6. That under certain circumstances where the apartment is ready for occupancy and the purchaser has not completed his financing arrangements for the purchase of the apartment, the Developer may require purchaser to take possession of and rent the apartment prior to closing. However, this provision does not apply to purchasers who are financing their purchase with an FHA or VA mortgage loan.

7. That the Developer has reserved the right to either legally or administratively merge the six proposed increments of Haiku Point.

EXHIBIT G -- SUMMARY OF ESCROW AGREEMENT

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

1. Escrow will let purchasers know when payments are due.

2. Escrow will arrange for purchasers to sign all necessary documents.

3. The Escrow Agreement says under what conditions a refund will be made to a purchaser.

4. The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract.

5. The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.