



**REAL ESTATE COMMISSION**

STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
PROFESSIONAL AND VOCATIONAL LICENSING DIVISION  
P. O. Box 3469  
Honolulu, Hawaii 96801

**CONDOMINIUM PUBLIC REPORT**

DOO/HIGA HOMES

3003 Waiamao Homestead Road  
Honolulu, Hawaii

Registration No. 2091

Issued: April 24, 1991  
Expires: May 24, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of April 12, 19 91, 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.
  - No prior reports have been issued
  - 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       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.

No prior reports have been issued by the Commission.

Changes made are as follows:

```
* * * * *
*
*           SPECIAL ATTENTION
*
*   The Developer has disclosed the
*   following:
*
*   (a)  The dwelling "lots" are not legally
*        subdivided.
*
*   (b)  There are no building warranties
*        with respect to the construction,
*        materials or workmanship of Unit
*        D-1.  The appliances and other
*        personal property of Unit D-1 are
*        sold in "as is" condition.
*
*   The Developer has further disclosed that
*   they have reserved future development
*   rights to add four (4) dwelling units in
*   this condominium project.
*
*   The prospective purchasers are cautioned
*   to carefully review all documents
*   regarding this condominium project for
*   further information with regard to the
*   foregoing.
*
* * * * *
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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 "Condominium 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 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

**Interest to be Conveyed to Buyer:**

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.
- Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
- Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

**Types of Project:**

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

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
Unit D-1	1	2/1	900	_____
Unit D-3	1	5/3-1/2	2,400	Lanais: 1,310
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 2

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

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

**6. Parking:**

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>4</u>
Guest Stalls	_____
Unassigned Stalls	<u>6</u>
Extra Stalls Available for Purchase	_____
Other: _____	_____
<b>Total Parking Stalls</b>	<u><u>10</u></u>

**7. Recreational amenities:**

None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Leigh-Wai Doo and Linda Lee Doo \* Phone: 732-0006  
Name (Business)

3138 Waialae Avenue, #334

Business Address

Honolulu, Hawaii 96816

\*-and-

Claire Sumiye Higa, Trustee

1116 Pensacola

Honolulu, Hawaii 96814

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Sales Agent: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name (Business)

Business Address

\_\_\_\_\_

Escrow: Island Title Corporation Phone: 526-9171  
Name (Business)

1001 Bishop St., Suite 320

Business Address

Honolulu, Hawaii 96813

Managing Agent: Leigh-Wai Doo \* Phone: 732-0006  
Name (Business)

3138 Waialae Avenue, #334

Business Address

Honolulu, Hawaii 96816

\*The Developer is not a licensed condominium managing agent and does not have the required bond as specified under Chapt. 514A, Hawaii Revised Statutes. The Developer will not be able to operate as a condo managing agent until he is properly licensed and registered with the Real Estate Commission.

Attorney for Developer: Jeffrey S. Grad  
Name

841 Bishop St., Suite 2001

Business Address

Honolulu, Hawaii 96813

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

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

- A. **Declaration of Condominium 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 23240 Page 17
- Filed - Land Court - Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

First and Second Amendments dated March 25, 1991 and March 22, 1991, recorded on March 28, 1991, as Document Nos. 91-039787 and 91-039788.

- 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. 1214
- Filed - Land Court Condo Map No. \_\_\_\_\_

Amendment date(s) and recording/filing information:

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

The Bylaws for this condominium are:

- Proposed
- Recorded - Bureau of Conveyances - Book 23249 Page 200
- Filed - Land Court - Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

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.

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

The House Rules for this condominium are:

- Proposed                       Adopted
- Developer does not plan to adopt house rules.

E. **Changes to Condominium Documents**

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

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

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

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

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

See Exhibit "A" attached.



**B. Underlying Land:**

Address: 3003 Waiamao Homestead Road Tax Map Key: 1-3-4-18-1  
Honolulu, Hawaii (TMK)

[ ] Address [ ] TMK is expected to change because \_\_\_\_\_

Land Area: 22.918 [ ] square feet [x] acre(s) Zoning: R-5 and P-1

Fee Owner: Leigh-Wai Doo and Linda Lee Doo -and-  
Name Claire Sumiye Higa,  
3138 Waiialae Avenue, #334 Trustee  
Address 1116 Pensacola  
Honolulu, Hawaii 96814  
Honolulu, Hawaii 96816

Sublessor: \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**C Buildings and Other Improvements:**

1. [ ] New Building(s) [ ] Conversion of Existing Building(s)  
[x] Both New Building(s) and Conversion  
2. Buildings: 2 Floors Per Building Unit D-1: 1; Unit D-3:  
[ ] Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:  
[ ] Concrete [ ] Hollow Tile [x] Wood  
[ ] Other \_\_\_\_\_

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
[ ] Commercial	_____	[ ] Industrial	_____
[x] Residential	<u>2</u>	[ ] 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:

[ ] Pets \_\_\_\_\_

[ ] Number of Occupants: \_\_\_\_\_

[ ] Other: \_\_\_\_\_

[x] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 2

Elevators None

Stairways Unit D-3:1

Trash Chutes None

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>Unit D-1</u>	<u>1</u>	<u>2/1</u>	<u>900</u>	<u>                    </u>
<u>Unit D-3</u>	<u>1</u>	<u>4/3-1/2</u>	<u>2,400</u>	<u>Lanais: 1,310</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 the floor area may have been used.

**Boundaries of Each Apartment:**

The outside surfaces of the exterior walls and roof and the bottom surfaces of the footings and foundations of each Dwelling.

**Permitted Alterations to Apartments:**

See attached Exhibit "B"



9. Present Condition of Improvements

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

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

With regard to Unit D-1, the present condition of all structural components and mechanical and electrical installation material to the use and enjoyment of the condominium appears to be good.

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

There is compliance with Building Code and Municipal Regulations. See letter from City Building Department dated December 8, 1988, attached hereto as Exhibit "J".

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:

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

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

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

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

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

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

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

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

Exhibit     C     describes the common elements.

As follows:

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

There are no limited common elements in this project.

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

described in Exhibit     D    

as follows:

Note: Reference in said Exhibit to "Lots" D-1 and D-3 does not mean legally subdivided lots.

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

Exhibit     E     describes the common interests for each apartment.

As follows:

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

Exhibit F describes the encumbrances against the title contained in the title report dated April 2, 1991 and issued by Island Title Corporation.

**Blanket Liens:**

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

[ ] There are no blanket liens affecting title to the individual apartments.

[ ] There are blanket liens which may affect title to the individual apartments.

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Mortgages	Buyer's interest may be terminated by mortgagee but Buyer shall be entitled to return of his deposit.

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

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

The initial managing agent for this condominium is:

[ ] not affiliated with the Developer.

[x] the Developer or the Developer's affiliate.

[ ] self-managed by the Association of Apartment Owners.

[ ] 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   I   contains a schedule of maintenance fees and maintenance fee disbursements.

See attached Disclosure Abstract, Exhibit I

**H. Utility Charges for Apartments:**

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

- |   |   |
|---|---|
| <input type="checkbox"/> Electricity    | <input type="checkbox"/> Television Cable |
| <input type="checkbox"/> Gas            | <input type="checkbox"/> Water & Sewer    |
| <input type="checkbox"/> Other _____    |   |
| <input type="checkbox"/> Not applicable |   |

See attached Disclosure Abstract, Exhibit I

**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 purchaser understands that Unit D-1 was constructed in 1958. The Seller is selling Unit D-1 together with the appliances and other personal property in "as is" condition. The Seller is giving no warranties to Purchaser with respect to the construction, materials, or workmanship of Unit D-1. The Seller is transferring the appliances and the electrical and plumbing fixtures in normal working condition consistent with their age. The Purchaser's Apartment Deed shall constitute the Purchaser's acceptance of the Apartment and the condition thereof including the personal property therein. With respect to Dwelling D-3, Seller (Developer Doo) is giving a warranty of one year with respect to the construction, materials and workmanship thereof.

**2. Appliances:**

Purchaser shall have the direct benefit of any manufacturer's or dealer's warranties covering the furnishings and appliances in the Apartments.



#### IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

##### SPECIAL NOTATION:

Dwelling D-1: The Specimen Sales Contract provided that the Developer states in part that the Apartment (Unit D-1) is being sold in "as is" condition. This means that the Seller shall not correct any defects in the Apartment. The existence of any defect shall not excuse the Purchaser's obligation to perform all of his obligations under his contract.

The Specimen Sales Contract further states that the Purchaser will not have the right to file any lawsuit or damages against the Seller for any defects in the Apartment.

**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 Condominium 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. 2091 filed with the Real Estate Commission on  
June 29, 1989

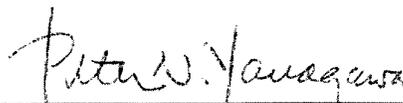
**Reproduction of Report.** When reproduced, this report must be on:

yellow paper stock

white paper stock

pink paper stock

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



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PETER N. YANAGAWA, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

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

O/R: 1333H

EXHIBIT "A"

Developer's Reserved Rights

The Developer has reserved the following rights to change the Declaration, Condominium Map, By-Laws or House Rules:

1. Paragraph 20 of the Declaration provides:

Except as otherwise provided in the Declaration, the Declaration may be amended by vote of seventy-five percent (75%) of the Dwelling Owners, effective only upon the recording of an instrument setting forth such amendment and vote duly executed by such owners or by the proper officers of the Association. Notwithstanding the foregoing, however, if (1) at any time prior to the first filing in the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii of a conveyance of a Dwelling, the Developer may amend the Declaration (including all exhibits) and the By-Laws in any manner, without the consent of any Dwelling purchaser; and (2) at any time thereafter, the Developer may amend the Declaration (and when applicable, the Condominium Map) to file the "As Built" verified statement required by Section 514A-12 of the Act (i) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plan thereto filed fully and accurately depicts layout, location, apartment numbers, and the dimensions of an improvement or change in a Dwelling as built; or (ii) so long as the plans filed therewith involve only immaterial changes to the layout, location, or dimensions of the apartments as built or any change in any apartment number. In case of a modification or amendment to the By-Laws, the Declaration shall be amended to set forth such modification or amendment pursuant to such percentage vote as required by the By-Laws which rendered the modification or amendment thereof effective.

2. The Declarant has reserved the right for itself and its agents to do the following:

2.1 Declarant shall have the right to maintain development facilities and conduct sales of Dwellings until deeds are issued to Dwelling purchasers with respects to all Dwellings in the Project. Such right shall include, but not be limited to, maintaining model apartments, operating a sales and construction office, conducting advertising, placing signs, using parking spaces and erecting lighting in connection with

such sales; provided, however, that the Declarant shall not use any Dwelling with respect to which a Dwelling deed has been issued (other than to the Declarant) and provided, further, that in exercising such right, the Declarant shall not interfere with the rights of any Dwelling Owner to the use of, or access to, his Dwelling or any of the common elements appurtenant thereto.

2.2 To enter upon the Land and the Project and carry on such construction and demolition activities as may be necessary in connection with such alterations, modifications and restorations, including, but not limited to, parking and storage of construction equipment and materials, provided that the Declarant shall not interfere with the rights of any Dwelling owner to the use of, or access to, his Dwelling or any of the common elements appurtenant thereto.

3. Right to Amend Declaration for Additional Units.

(a) Declarant shall, from time to time and at any time up to but not later than December 31, 1999 (unless such date is extended, as hereinafter provided), Higa shall have the right at their option and expense to add to the Project three additional units to be designated Unit H-1, Unit H-2 and Unit H-3, each to be a single family dwelling and to be located within one or more of the area (or portions thereof) delineated and marked on sheet 1 of the Condominium Map as "Dwelling Lot H-1", "Dwelling Lot H-2" and "Dwelling Lot H-3"; and (b) from to time and at any time up to but not later than December 31, 1999 (unless such date is extended as hereinafter provided), Doo shall have the right at their option and expense to add to the Project one additional unit to be designated Unit D-2, which shall be a single family dwelling and to be located within one or more of the areas (or portions thereof) delineated and marked on sheet 1 of the Condominium Map as "Dwelling Lot D-1", "Dwelling Lot D-2", "Dwelling Lot D-3" and "Dwelling Lot D-4".

(b) Doo and Higa agree that the sequence of amendments to the Declaration pursuant to paragraph 21.3 thereof shall be as follows: (i) the amendment(s) adding the first two Additional Units shall be made by Higa; (ii) the amendment adding the third Additional Unit shall be made by Doo; (iii) the amendment adding the fourth Additional Unit shall be made by Higa.

(c) In connection with each Additional Unit, Doo or Higa, as the case may be, shall have the right, without being required to obtain the consent or joinder of any person or group of persons, including any other dwelling owner or any lien holder, or any other person who may have any interest in the Property or the Project, (i) to amend the Declaration and the Condominium Map to describe and depict the Additional Unit which Higa or Doo, as the case may be, is creating, to establish the apartment number for the Additional Unit, to create and designate additional common and limited common elements in accordance with subparagraph 5.1(c) of the Declaration and easements as appurtenances to the Additional Unit and/or to the other apartments in the Project, to determine and describe the common interest and percentage of expenses appurtenant to the Additional Unit, to reduce the common interests appurtenant to the other apartments in the Project, to declare that the additional apartment may be used for those purposes allowed by Section 9 of the Declaration, to file the "As Built" Certificate required by the Act upon completion of construction for the Additional Unit, and to set forth such other matters necessary or desirable to effect any such alteration in the Project; (ii) to amend any prior instrument of conveyance of an apartment and undivided interest so as to conform the same to the Declaration, as so amended; and (iii) to go and to have its contractor or contractors go upon the Property and the Project as necessary for the construction of the Additional Unit; provided that the Declarant and its contractor(s) shall use reasonable efforts, consistent with maintaining the progress of such construction, to avoid interference with the use and enjoyment of the Project by the other apartment owners.

EXHIBIT "B"

PERMITTED ALTERATIONS TO APARTMENTS. Paragraph 19.1 of the Declaration states:

"Each Dwelling Owner, with the consent of any holder of any mortgage affecting the Owner's Dwelling, shall have the right at his sole option at any time and from time to time without the consent of anyone other than the holders of all liens affecting his Dwelling, to improve, renovate, remodel, make additions to, enlarge, remove, replace or restore the improvements to or in his Dwelling or portions thereof or to make improvements upon the Dwelling Lot to which the Dwelling is appurtenant (collectively, the foregoing are referred to as "changes") subject to the following conditions:

(i) All building plans for any such changes shall be prepared by a licensed architect or professional engineer and conform with County building or zoning laws and other applicable City and County ordinances.

(ii) The value of the Dwelling after such changes shall not be less than the value before such changes.

(iii) No change to a Dwelling will be made outside the Dwelling Lot to which the Dwelling is appurtenant, and no change to a Dwelling will be made if the effect of such change would be to exceed the Dwelling's proportionate share of the allowable floor area or Lot area coverage for the Land, as defined by the Zoning Ordinance of the City and County of Honolulu in effect when the change is to be made. The proportionate share for each Dwelling shall be the same as its undivided interest in the common elements; provided, however, that until January 1, 1999, the proportionate share for any Unit shall not exceed 16.67%.

(iv) All such changes shall be at the expense of the Dwelling owner making the change and shall be expeditiously made and in a manner that will not unreasonably interfere with the other owners' use of his Dwelling Lot.

(v) During the entire course of such construction, if requested by the Association, the Dwelling owner making such change will cause to be maintained at his expense builder's all-risk insurance in an amount not less than the estimated cost of construction. The Association shall be named as an additional insured and evidence of such insurance shall be deposited with the Association or its Managing Agent, if any;

(vi) Prior to commencement of the construction of a change, and as a condition thereto, the Dwelling owner making such change shall give reasonable assurance to the Association (if so requested by the Association) of the owner's financial ability to complete and to pay for the change.

(vii) The owner of the changed Dwelling shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Dwelling affected by such change for electricity, sewer and other utilities and services and when applicable, to add, delete, relocate, realign, designate and grant easement and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any interruption in the service of such utilities to any other part of the project;

(viii) The owner of any changed Dwelling shall have the right and duty without the consent or joinder of any other person to apply for a building permit and any other permit from Governmental Authorities and public utilities to effect any change and to amend this Declaration and the Condominium Map to reflect any such changes. If required by the Act, then promptly upon completion of such changes, the owner of the changed Dwelling shall duly record any amendment to this Declaration with the Bureau of Conveyances of the State of Hawaii, together with a complete set of the floor plans of the Project as so altered, certified as built by a registered architect or professional engineer. All existing Dwelling owners and all future Dwelling Owners and their mortgagees, by accepting an interest in a Dwelling, shall be deemed to have given each Dwelling owner a Power of Attorney to execute applications for a building or other permit as aforesaid and any amendment to the Declaration solely for the purpose of describing the changes to his respective Dwelling. Each Dwelling Owner shall hereafter have a Power of Attorney from all the other Dwelling owners to execute such amendment to the Declaration or to make applications as aforesaid. This Power of Attorney shall be deemed coupled with each Owner's interest in his Dwelling (including his common interest) and shall be irrevocable.

(ix) Each and every conveyance, lease and mortgage or other lien made or created on any Dwelling and all common interests and other appurtenances thereto shall be subject to the provisions of this paragraph and any lease of a Dwelling Lot shall reserve to all Dwelling Owners the rights set forth in this paragraph."

EXHIBIT "C"

COMMON ELEMENTS. Paragraph 4 of the Declaration designates One freehold estate is hereby also designated in all the remaining portions of the Project, herein called "common elements", including specifically but not limited to:

4. Common Elements.

4.1 Said Land in fee simple;

4.2 All grounds and landscaping not otherwise designated limited common elements, including the gulch area designated on the Condominium Map as "Common Element 21,706 square feet;

4.3 The area designated on the Condominium Map as "Driveway Lot 4420 square feet;

4.4 The area designated on the Condominium Map as "Utility Easement 2931 square feet";

4.5 Those portions of the Land designated on the Condominium Map as "Dwelling Lot D-2", "Dwelling Lot D-4", "Dwelling Lot H-1", "Dwelling Lot H-2" and "Dwelling Lot H-3"; provided, however, that it is intended that if and when the Declarant amends the Declaration to add the Additional Units pursuant to Paragraph 21.3, that Declarant may designate as a limited common element for the exclusive benefit of an Additional Unit, one or more of said Dwelling Lots or portions thereof;

4.6 Those portions of the Land designated on the Condominium Map as "Common Element 7095 square feet", and the six (6) parking stalls located thereon;

4.7 All other portions of the Land and improvements not specifically heretofore designated as Units, but which are intended for common use and all other devices and installations existing for or rationally of common use or necessary to the existence, upkeep and safety of the Project.

EXHIBIT "D"

LIMITED COMMON ELEMENTS. Paragraph 5 of the Declaration designates:

Certain parts of the common elements as the "Limited Common Elements", which are set aside for the exclusive use of each Dwelling, and each Dwelling shall have appurtenant thereto exclusive easements for the use of such limited common elements. Unless otherwise specified, all costs of every kind pertaining to each limited common element, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne immediately by the Dwelling to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

(a) The site on which Unit D-1 is located, called herewith "Dwelling Lot D-1", consisting of the land beneath and immediately adjacent to Unit D-1, as shown and delineated on the Condominium Map as "Dwelling Lot D-1", which Dwelling Lot D-1 is for the exclusive benefit of Unit D-1.

(b) The site on which Unit D-3 is located, called herewith "Dwelling Lot D-3", consisting of the land beneath and immediately adjacent to Unit D-3, as shown and delineated on the Condominium Map as "Dwelling Lot D-3", which Dwelling Lot D-3 is for the exclusive benefit of Unit D-3.

(c) If Additional Units are added pursuant to paragraph 21.3 of the Declaration, each Additional Unit would also have the site on which it is located, consisting of the land beneath and adjacent to it as a limited common element. The actual location and size of the limited common element appurtenant to each Additional Unit shall be established by Declarant in an amendment to the Declaration, as set forth in Paragraph 21.3 of the Declaration.

\* NOTE: The "dwelling lot" does not represent a legally subdivided lot.

EXHIBIT "E"

COMMON ELEMENTS

1. Unit D-1 and Unit D-3 each has appurtenant thereto an undivided fifty percent (50%) in all common elements of the Project (herein called the "common interest"), and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting on all matters requiring action by the Dwelling owners.

1.1 If from time to time an additional unit (an "Additional Unit") were to be added to the Project in accordance with paragraph 21.3 of the Declaration, then the percentage of undivided interest in the common elements shall be changed each time in the following manner:

(a) (i) With respect to Units located upon Dwelling Lot D-1, Dwelling Lot D-2, Dwelling Lot D-3 and Dwelling Lot D-4, the aggregate percentage of undivided interest of such Units shall be 100% until one or more Additional Units are located on Dwelling Lot H-1, Dwelling Lot H-2 or Dwelling Lot H-3; and

(ii) Thereafter, said aggregate percentage of undivided interests shall be fifty percent (50%); and

(b) When Additional Units are located upon Dwelling Lot H-1, Dwelling Lot H-2 and Dwelling Lot H-3, the aggregate percentage of undivided interest for all of such Units shall be fifty percent (50%).

(c) With respect to each Additional Unit located on Dwelling Lot H-1, Dwelling Lot H-2 or Dwelling Lot H-3, each such Unit shall have appurtenant thereto an undivided interest determined by multiplying 50% by a fraction having as its numerator the number one (1) and having as its denominator the total number of Units then located on Dwelling Lot H-1, Dwelling Lot H-2 and Dwelling Lot H-3; and

(d) With respect to each Additional Unit located on Dwelling Lot D-1, Dwelling Lot D-2, Dwelling Lot D-3 or Dwelling Lot D-4, then

(i) until an Additional Unit is located on Dwelling Lot H-1, Dwelling Lot H-2 or Dwelling Lot H-3, then Additional Unit located on Dwelling Lot D-1, Dwelling Lot D-2 or Dwelling Lot D-3 shall have appurtenant thereto an undivided interest, determined by multiplying 100% by a fraction having as its numerator the number one and having as its denominator the total number of Units then located on Dwelling Lot D-1, Dwelling Lot D-2, Dwelling Lot D-3 and Dwelling Lot D-4; and

(ii) after an Additional Unit is located on Dwelling Lot H-1, Dwelling Lot H-2 or Dwelling Lot H-3, then each Additional Unit located on Dwelling Lot D-1, Dwelling Lot D-2 or Dwelling Lot D-3 shall have appurtenant thereto an undivided interest determined by multiplying 50% by a fraction having as its numerator the number one and having as its denominator the total number of Units then located on Dwelling Lot D-1, Dwelling Lot D-2, Dwelling Lot D-3 and Dwelling Lot D-4.

Subject to paragraph 6.3, such undivided interest in the common elements shall also be the Unit's share in all common profits and expenses of the Project and for all other purposes, including voting as aforesaid.

1.2 Notwithstanding the foregoing, until the Project contains a total of six (6) Units, (a) Doo shall bear all of the costs and expenses relating to Dwelling Lot D-2, and Dwelling D-4, or any portions thereof to the extent that such Dwelling Lots or any portion thereof is not appurtenant to an Additional Unit; and (b) Higa shall bear all of the costs and expenses relating to the Dwelling Lot H-1 Dwelling Lot H-2 and Dwelling Lot H-3, or any portions thereof to the extent that usch Dwelling Lots or any portion thereof is not appurtenant to an Additional Unit. Such costs and expenses shall include the common expenses for the Project. For purposes of this sub-paragraph 6.3 only:

(a) Doo's fractional share of the common expenses of the Project shall be one-sixth (1/6th) of the Project common expenses multiplied by three (3) Units less the number of Units then located upon those portions of the Land now designated as Dwelling Lots D-1, D-2, D-3 and D-4;

(b) Higa's fractional share of the common expenses of the Project shall be one-sixth (1/6th) of the Project common expenses multiplied by three (3) Units less the number of Units then located upon those portions of the Land now designated as Dwelling Lots H-1, H-2 and H-3.

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE

1. For real property taxes due and payable, refer to Director of Finance, City and County of Honolulu.
2. Title to all minerals and metallic mines reserved to the State of Hawaii.
3. Triangulation Survey Station "PIA" as shown on Tax Map, Oahu 3-4-18.
4. An easement for electrical purposes, in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, dated August 27, 1966, recorded August 31, 1966, in the Bureau of Conveyances of the State of Hawaii in Book 5424, Page 85.
5. Terms and provisions of that certain unrecorded Revocable Trust Agreement dated January 10, 1985, a Short Form of which is dated January 10, 1989, recorded January 11, 1989, in said Bureau in Book 22759, Page 642.

NOTE: The foregoing Short Form Trust Agreement refers to a Trust Agreement dated January 11, 1985.

6. Condominium File Plan No. 1214, filed in said Bureau.
7. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions, easements and by-laws set forth in the Declaration of Condominium Property Regime dated May 19, 1989, recorded May 31, 1989, in said Bureau in Book 23240, Page 171.

Said Declaration was amended by instruments dated March 25, 1991 and March 22, 1991, recorded March 28, 1991 and March 28, 1991, in said Bureau as Document Nos. 91-039787 and 91-039788.

EXHIBIT "G"

SUMMARY OF THE PROVISIONS OF THE SALES CONTRACT

1. Description of the Property to be Conveyed: Fee simple interest in the Apartment, together with the following furnishings and appliances: range and refrigerator.

2. Purchase Price and Terms. The purchase price set forth on page 1 of the Sales Contract is to be paid as follows:

a. up to 5% of the total purchase price upon execution of the Sales Contract;

b. That portion of the purchase price to be paid by way of a mortgage loan is to be paid on the closing date; and

c. The balance of the purchase price is to be paid to escrow by purchaser on the closing date.

3. Financing of Purchase. If Purchaser desires financing, a loan application must be made within ten (10) days and if Purchaser's application is not approved within forty-five (45) days after the application, then either Seller or Purchaser may cancel the Sales Contract. Upon such cancellation, Purchaser's deposits will be refunded by escrow without interest.

4. Closing Costs. In addition to the purchase price, the Purchaser is required to pay at closing all escrow fees, notary and recording fees, cost of credit report, if any, any loan fee and the cost for preparing any notes and mortgages, the cost of any required title insurance, and appraisal fees and any obligations of purchaser to his mortgage lender. In addition to the foregoing, the Purchaser may be required to prepay insurance premiums for as much as one year in advance, prepay maintenance fees for as much as two months in advance, and prepay real property taxes for the remainder of the tax year.

5. Closing. Seller has agreed to cause the Apartment to be sold to the Purchaser within the time period set forth on page 1 of the Sales Contract, which is expected to occur within 90 days of the date of the Sales Contract. If Purchaser fails to close as required, then after ten (10) days following Seller's notice of Purchaser's default, if Purchaser has not cured his default under the Sales Contract, the Seller may cancel the Sales Contract and all sums previously paid by

Purchaser will belong absolutely to the Seller as liquidated damages. Additionally, Seller may pursue any other remedy, and all costs, including reasonable attorney's fees, incurred by reason of default by the Purchaser shall be borne by the Purchaser.

6. Seller's Rights to Cancel Sales Contract. The Seller may cancel the Sales Contract with the Purchaser if (a) Purchaser fails to qualify for a permanent loan (paragraph 16); (b) Purchaser defaults under the Sales Contract (paragraph 5,2); or (c) Purchaser dies prior to Closing Date (paragraph 5.1). If Seller cancels the Sales Contract, Escrow will return to Purchaser all of Purchaser's funds earlier deposited in the escrow, without interest.

7. No Present Transfer and Subordination to Construction Loan. The Sales Contract may be subject to existing loans and any security interest obtained by Lender is prior and senior to any rights arising under the Sales Contract. Seller may assign by way of security all of its interest in the Sales Contract, as collateral for the repayment of the loan and if the Lender acquires the Seller's interest in the Sales Contract, then the Purchaser is obligated to perform the Sales Contract, and to attorn to and recognize the Lender as the seller under the Sales Contract.

8. Rights of Purchaser to Cancel the Sales Contract. The Purchaser has the right to cancel the Sales Contract under the following conditions:

a. At any time within thirty (30) days following the date the Final Public Report is delivered to Purchaser. If Purchaser so cancels, Purchaser will be entitled to receive refund of any deposits, less any escrow cancellation fees and other costs up to \$250. If Purchaser does not act within the thirty (30) day period, or if the Apartment is conveyed to the Purchaser, Purchaser will be deemed to have executed the receipt for the Final Public Report and to have waived his right to cancel (paragraph 6.1).

b. The Purchaser may cancel his purchase if there is a material change in the Project which directly, substantially and adversely affects the use or value of the Purchaser's Apartment or the amenities available for the Purchaser's use (paragraph 7.1).

c. Purchaser fails to qualify for permanent financing (paragraph 16).

EXHIBIT "H"

SUMMARY OF THE MATERIAL PROVISIONS OF THE ESCROW AGREEMENT

Summary of the Condominium Escrow Agreement between the Developer and Island Title Corporation.

1. All deposits will be paid to Escrow. A copy of each Sales Contract and all payments made to purchase an Apartment shall be turned over to the Escrow Agent.

2. Refunds. A Buyer shall be entitled to a return of his funds, and Escrow shall pay such funds to such Buyer, without interest, in accordance with the Sales Contract if any of the following has occurred:

(a) Developer and the purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or

(c) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, the purchaser has exercised his right to cancel the contract pursuant to Section 514A-62, Hawaii Revised Statutes, as amended; or

(d) A purchaser has exercised his right to rescind the contract pursuant to Section 514A-63, Hawaii Revised Statutes, as amended.

Upon such refund, Escrow Agent shall be entitled to a reasonable fee not less than \$25 or a fee commensurate with the work done by Escrow prior to cancellation.

3. Requirements Prior to Disbursement of Buyer's Funds. Escrow Agent shall make no disbursements of Buyer's funds, pursuant to paragraph 5 of the Escrow Agreement until all of the following have occurred:

(a) the Real Estate Commission has issued a final public report (the "Final Report") on the Project;

(b) Seller or Seller's attorney has given a written opinion to Escrow stating that all of the requirements of Sections 514A-39, 514A-62 and 514A-63 of the Hawaii Revised

Statutes, then applicable to the Project, have been satisfied and if the project is a conversion project, that the requirement of Section 514A-38 have been met.

(c) Seller shall have given Escrow a written waiver of any option reserved in any sales contract to cancel such sales contract;

(d) purchaser's Conveyance Document has been recorded or filed for record; and

(e) Escrow has received evidence (such as title insurance) satisfactory to Escrow that forty-six (46) days have elapsed since the filing of the affidavit of publication of the Notice of Completion, or all mechanics' and materialmen's liens have been cleared or there are sufficient funds available to cover any such liens that may be filed.

4. Purchaser's Default. Seller must notify Escrow in writing if Purchaser defaults, and must certify that Seller has cancelled the Purchaser's Sales Contract. After such cancellation Escrow will treat the Purchaser's funds less Escrow's cancellation fees as belonging to the Seller.

EXHIBIT "I"

DOO/HIGA HOMES

DISCLOSURE ABSTRACT

1. (a) PROJECT: DOO/HIGA HOMES  
3003 Waiomao Homestead Road  
Honolulu, State of Hawaii
  - (b) DEVELOPER: Leigh-Wai Doo and Linda Lee Doo  
3138 Waiialae Avenue, #334  
Honolulu, Hawaii 96816  
Telephone: (808) 732-0006  
-and-  
Claire S. Higa, Trustee  
1116 Pensacola  
Honolulu, Hawaii 96814  
Telephone: (808) 533-2756
  - (d) MANAGING AGENT: Leigh-Wai Doo
2. Breakdown of annual maintenance fees and monthly estimate costs for each unit (revised and updated every twelve (12) months and certified to have been based on generally accepted accounting principles).

Note: The Project documents permit the construction of four more units on certain portions of the Land. With respect to the portion of the Land reserved for such Additional Units, (a) Doo shall bear all of the costs and expenses relating to Dwelling Lot D-2 and Dwelling Lot D-4, or any portions thereof does not become appurtenant to an Additional Unit; and (b) Higa shall bear all of the costs and expenses relating to the Dwelling Lot H-1, Dwelling Lot H-2 and Dwelling Lot H-3, or any portions thereof to the extent that such Dwelling Lots or any portion thereof does not become appurtenant to an Additional Unit. Such costs and expenses shall include, without limitation, any allocable real property taxes, insurance and cost of maintenance relating thereto.

3. DESCRIPTION OF ALL WARRANTIES COVERING THE UNITS AND COMMON ELEMENTS: The Developer is not making any warranties relating to the materials and workmanship of Unit D-1 or of the common elements. Developer Doo is making a one year warranty on the materials and workmanship of Unit D-3.

4. USE OF UNITS. The Units of DOO/HIGA HOMES Condominium Project shall be used for residential purposes by the respective owners thereof, their tenants, families and domestic servants and social guests, and for no other purposes.
5. EXISTING STRUCTURES BEING CONVERTED. Based upon a report prepared by Endre Toth, Registered Professional Engineer, the Developer states as to Unit D-1:
  - a. The present conditions of all structural components and mechanical and electrical installation material to the use and enjoyment of the condominium appears to be good.
  - b. The Developer makes no statement with respect to the expected useful life of each item set forth in paragraph (a); and
  - c. There are no outstanding notices of uncured violations of building code or other municipal regulations.

ESTIMATED OPERATING EXPENSES

DOO/HIGA HOMES

For Period June 1, 1989 to May 31, 1990  
As Prepared by Developer

Estimated Annual Expenses

Ground Maintenance and	
*Water/Sewer and Electricity:	\$ -0-
**Fire/Liability Insurance:	\$ -0-
Management Fee:	\$ -0-
Miscellaneous:	\$ -0-
 TOTAL ANNUAL EXPENSES	 \$ -0-

Estimated Monthly Expenses

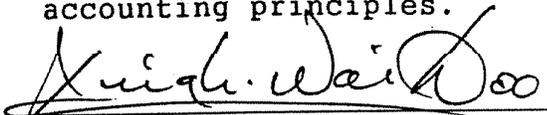
\$ -0- - 12 months): \$ -0-

Estimated Monthly Maintenance Fee for Each Apartment:

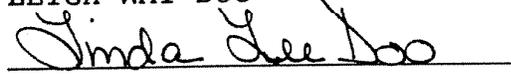
Estimated Monthly Expenses:	\$ -0-
 TOTAL MONTHLY MAINTENANCE FEE FOR EACH APARTMENT:	 \$ -0-

- Note:
- \* All utilities will be separately metered or otherwise charged, and the common elements will incur no separate utility charges.
  - \*\* It is contemplated that each apartment owner will purchase and maintain his own homeowner's insurance policy which will include fire and liability coverage and that the Association of Apartment Owners will be named as an additional insured, but without any cost to the Association.

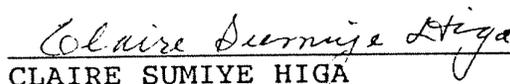
The Developer certifies that the maintenance fees and costs as estimated by the Developer is based on generally accepted accounting principles.



LEIGH-WAI DOO



LINDA LEE DOO



CLAIRE SUMIYE HIGA

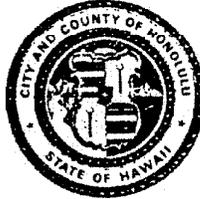
"Developer"

EXHIBIT "J"  
BUILDING DEPARTMENT

CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING  
650 SOUTH KING STREET  
HONOLULU, HAWAII 96813

FRANK F. FASI  
MAYOR



HERBERT K. MURAOKA  
DIRECTOR AND BUILDING SUPERINTENDENT

Ex88-160

December 8, 1988

Mr. Jeffrey S. Grad  
Attorney at Law  
Davies Pacific Center  
841 Bishop Street, Suite 2001  
Honolulu, Hawaii 96813

Dear Mr. Grad:

Subject: Condominium Conversion Project  
3003 Waiomao Homestead Road  
Tax Map Key: 3-4-18: 01

This is in response to your letter dated October 6, 1988 requesting verification that the one-story single-family dwelling located at 3003 Waiomao Homestead Road met the code requirements when it was constructed.

Investigation revealed that the dwelling was relocated in 1986. However, all-weather surface for the two required off-street parking spaces is not provided. Relocation permit No. 2698 is currently active.

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

If you have any questions regarding this matter, please contact Mr. Ivan Matsumoto at telephone number 527-6341.

Very truly yours,

Handwritten signature of Herbert K. Muraoka in cursive.

HERBERT K. MURAOKA  
Director and Building Superintendent

Subscribed and sworn to  
before me this 9th day of  
December, 1988.

Ernest A. Polu, Jr.  
Notary Public, First Judicial Court  
State of Hawaii  
My commission expires: 11-17-91