



**REAL ESTATE COMMISSION**  
 STATE OF HAWAII  
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION  
 1010 Richards Street - P. O. Box 3469  
 Honolulu, Hawaii 96801

**CONDOMINIUM PUBLIC REPORT**

on  
 PUHALA HEIGHTS  
 3055 & 3057 Puhala Rise  
 Honolulu, Hawaii

Registration No. 2260 (conversion)

Issued: November 19, 1990  
 Expires: December 19, 1991

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of September 21, 1990, 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:** 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.  
*(yellow)*
- FINAL:** The developer has legally created a condominium and has filed complete information with the Commission.  
*(white)*
- No prior reports have been issued  
 Supersedes all prior public reports  
 Must be read together with \_\_\_\_\_
- 
- SUPPLEMENTARY:** Updates information contained in the  
*(pink)*
- 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:

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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

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
Apt. A	1	3/2	2,800	_____
Apt. B	1	3/2	960	240 (lanai is separate)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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>3</u>
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: _____	_____
<b>Total Parking Stalls</b>	<u>3</u>

7. Recreational amenities:

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Dorothy Kimura Ching, Trustee of the Dorothy Kimura Ching Revocable Trust dated January 29, 1985

Phone: [Redacted] (Business)

Name P. O. Box 2900 Business Address Honolulu, Hawaii 96846

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

Four horizontal lines for listing names of officers or general partners.

Real Estate Sales Agent: N/A - sale to daughter

Phone: (Business)

Name Business Address

Escrow: Title Guaranty Escrow Services, Inc.

Phone: 261-4684 (Business)

Name 970 N. Kalaheo Ave., Suite C 105 Business Address Kailua, Hawaii 96734

Managing Agent: Self managed by Association of Apartment Owners

Phone: (Business)

Name Business Address

Attorney for Developer: Denise C. H. Nip

Name 841 Bishop Street, Suite 850 Business Address Honolulu, Hawaii 96813

Phone: 522-5133

**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 \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document Number 1671565

Amendment date(s) and recording/filing information:

None.

- 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. \_\_\_\_\_  
 Filed - Land Court Condo Map No. 740

Amendment date(s) and recording/filing information:

None.

- 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 \_\_\_\_\_  
 Filed - Land Court - Document Number 1671566

Amendment date(s) and recording/filing information:

None.

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

- 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>65</u>
House Rules	---	<u>                    </u>

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

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

None.



**B. Underlying Land:**

Address: 3055 & 3057 Puhala Rise Tax Map Key: (I) 2-9-039-038  
Honolulu, Hawaii 96822 (TMK)

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

Land Area: 11,069  square feet  acre(s) Zoning: R-10

Fee Owner: Dorothy Kimura Ching, Trustee of the Dorothy Kimura Ching Revocable Trust dated January 29, 1985

Name  
\_\_\_\_\_

Address  
\_\_\_\_\_

Sublessor: none

Name  
\_\_\_\_\_

Address  
\_\_\_\_\_

**C Buildings and Other Improvements:**

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

2. Buildings: \_\_\_\_\_ Floors Per Building Apt. A - 2 floors  
Apt. B - 1 floor  
 Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

Concrete  Hollow Tile  Wood  
 Other \_\_\_\_\_

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Industrial	_____
<input checked="" type="checkbox"/> Residential	2	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input type="checkbox"/> Other:	_____		_____

5. Special Use Restrictions:

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

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

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

[x] Other: residential use only.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 2

Elevators 0

Stairways 0

Trash Chutes 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>Apt. A</u>	<u>1</u>	<u>3/2</u>	<u>2,800</u>	<u>          </u>
<u>Apt. B</u>	<u>1</u>	<u>3/2</u>	<u>960</u>	<u>240</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:

Permitted Alterations to Apartments:

Apartments A & B: Restoration or rebuilding of improvements or improvements within the limited common element appurtenant to each apartment is permitted without approval of the Board of Directors of the Association of Apartment Owners.

Apartment B: Apartment B is an Ohana dwelling. Rebuilding of Apartment B is subject to the building restrictions of Chapter 21A-6.20 et. seq. of the Revised Ordinances of the City and County of Honolulu. Presently, the ordinances limit any rebuilding of Apartment B to a structure containing no more than 960 square feet.



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

See Exhibit "A" - report of Rodney T. Yamamoto, P.E., regarding the condition of the structural components, mechanical and electrical installations.

Developer makes no representations with respect to the useful life of the structural components, mechanical, and electrical installations.

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

Apartment A met all code requirements at the time of construction in 1941.\*

Apartment B met all code requirements at the time of construction in 1984. \*

See Exhibit "B" - Sworn statement of Herbert K. Muraoka, Director and Building Superintendent, Building Department, City and County of Honolulu.

10. Conformance to Present Zoning Code

- a.  No variances to zoning code have been granted.  
 Apartment B, built under Ohan zoning.  
 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 \_\_\_\_\_ describes the common elements.

As follows:

Common Elements: The land underlying the project. The Owner of Apartment A has an undivided 66.60042% in the common elements and the Owner of Apartment B has an undivided 33.39958% interest in the common elements.

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

There are no limited common elements in this project.

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

described in Exhibit \_\_\_\_\_

as follows:

Apartment A has appurtenant to it as a limited common elements the land denoted on Condominium Map 740 as condo lot A, consisting of approximately 7,372 square feet and all view planes or corridors above the horizon as seen from the highest point on the southwesterly side of Condo Lot A over Condo Lot B. (see also attached page 14a).

Apartment B has appurtenant to it as a limited common elements the land denoted on Condominium Map 740 as condo lot B, consisting of approximately 3,697 square feet and an easement over condo lot A for utility purposes. (see also attached page 14a)

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 \_\_\_\_\_ describes the common interests for each apartment.

As follows:

Apartment A:	66.60042%
Apartment B:	33.39958%

2. Limited Common Elements.

Apartments A and B both have appurtenant to each apartment as a limited common element all other common elements of the project which are rationally related to each of their uses.

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

Exhibit C describes the encumbrances against the title contained in the title report dated August 10, 1990 and issued by Title Guaranty of Hawaii, Inc.

**Blanket Liens:**

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

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Mortgage (Bank of Hawaii)	Developer will effect release or partial release of individual apartments from mortgage upon sale.

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

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

The initial managing agent for this condominium is:

not affiliated with the Developer.

the Developer or the Developer's affiliate.

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       "D       contains a schedule of maintenance fees and maintenance fee disbursements.

**H. Utility Charges for Apartments:**

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

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

**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:

None.

2. Appliances:

None.



#### **IV. ADDITIONAL INFORMATION NOT COVERED ABOVE**

**Buyer's Right to Cancel Sales Contract:**

**A. Rights Under the Condominium Statute:**

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

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

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

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

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

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

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

**B. Rights Under the Sales Contract:**

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

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of 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. 2260 filed with the Real Estate Commission on June 5, 1990.

**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.



---

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

Escrow Agent

RODNEY T. YAMAMOTO, P.E.  
2241 AHA NIU PLACE  
HONOLULU, HAWAII 96821

July 13, 1989

Char, Sakamoto, Ishii, & Lum  
1500 Pauahi Tower  
1001 Bishop Street  
Honolulu, Hawaii 96813

Attn: Denise Nip

**Subject: Dolly Ching - 3055 & 3057 Puhala Rise  
Inspection Reports**

Gentlemen:

The following report is based on my site visitation and on what I could see without disturbing the existing condition of the dwellings.

- 1) Dwelling located at 3057 Puhala Rise (Back House)
  - a) The dwelling is fairly new and it presently meets all building codes concerning structural components, electrical wiring and plumbing installations.
- 2) Dwelling located at 3055 Puhala Rise (Front House)
  - a) Structural components
    - 1) The roof framing for the family room and dining room extension seems to be undersized. The appearance of the ceiling looks fine and after talking with Mrs. Ching, no structural work has been required since she purchased the dwelling.
    - 2) The rest of the dwelling consists of standard lumber construction commonly found in homes built at the original time of construction.
  - b) Mechanical
    - 1) From what I can see, the exposed plumbing pipes appears to be installed as per building code.
  - c) Electrical
    - 1) The kitchen and bathroom appears to have been remodeled within the last 10 years. I assume that the wiring was redone at that time.
    - 2) The balance of the house wiring, from what I can see, appears to be standard housing wiring that was approved when the house was originally built.

**EXHIBIT A**

1. Any and all Real Property Taxes that may be due and owing.

Tax Key: 2-9-039-038 (1)

2. -AS TO LOT 105:-

Reservations and covenants in DEED dated April 25, 1941, filed as Land Court Document No. 58165, to-wit:

"Reserving to the Grantor a right-of-way across the granted premises along and not exceeding four feet inside of any boundary thereof, for the purpose of conveying water across said premises by means of pipes, and in connection therewith the right of ingress and egress at reasonable times to the said premises for the purpose of laying and maintaining such water pipes as a part of the water system of said Woodlawn Tract; also reserving a similar right-of-way for electric power and/or telephone lines which may be constructed for the purpose of serving residents of said Woodlawn Tract."

"That no malt, vinous, spirituous, or intoxicating liquors of any kind shall ever be sold or exposed for sale or manufactured on the granted premises or any part thereof."

3. -AS TO LOT 109:-

(A) Reservations and covenant in Deed dated August 3, 1943, filed as Land Court Document No. 69072, to-wit:

"Reserving to the Grantor a right-of-way across the granted premises along and not exceeding four feet inside of any boundary thereof, for the purpose of conveying water across said premises by means of pipes, and in connection therewith the right of ingress and egress at reasonable times to the said premises for the purpose of laying and maintaining such water pipes as a part of the water system of said Woodlawn Tract; also reserving a similar right-of-way for electric power and/or telephone lines which may be constructed for the purpose of serving residents of said Woodlawn Tract."

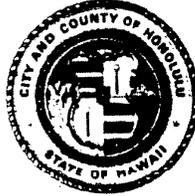
"That no malt, vinous, spirituous, or intoxicating liquors of any kind shall ever be sold or exposed for sale or manufactured on the granted premises or any part thereof."

EXHIBIT C

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

Ex89-101

July 26, 1989

Ms. Denise C. H. Nip  
Char, Sakamoto, Ishii & Lum  
1500 Pauahi Tower  
1001 Bishop Street  
Honolulu, Hawaii 96813

Dear Ms. Nip:

Subject: Condominium Conversion Project  
3055 and 3057 Puhala Rise  
Tax Map Key: 2-9-39: 38

This is in reply to your letter dated July 5, 1989 requesting confirmation that the one-story with basement single-family dwelling and the one-story single-family dwelling located at 3055 and 3057 Puhala Rise, respectively, met all code requirements at the time of construction.

Investigation revealed the one-story with basement single-family dwelling met the code requirements when it was constructed in 1941. The one-story ohana single-family dwelling met code requirements when it was constructed in 1984.

No variances or special permits were granted to allow deviations 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,

A handwritten signature in cursive script, appearing to read "Herbert K. Muraoka".

HERBERT K. MURAOKA  
Director and Building Superintendent

Subscribed and sworn to  
before me this 27<sup>th</sup> day of  
July, 1989.

Maury J. Brown  
Notary Public, First Judicial Circuit  
State of Hawaii  
My commission expires: 4-13-93

EXHIBIT B

July 13, 1989

Page 2

**Subject: Dolly Ching - 3055 & 3057 Puhai Rise  
Inspection Reports**

Sincerely,

*Rodney T. Yamamoto*  
Rodney T. Yamamoto, P.E.

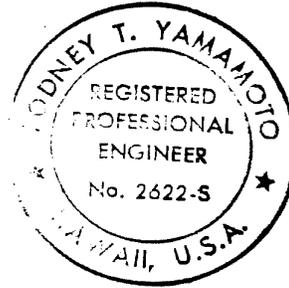


EXHIBIT     A

(B) "It is mutually agreed by and between the Grantor and the Grantees, that the above Lot 109, roadway, is to be used in common with owners and/or occupants of all lots abutting said roadway, and that the Grantees and their heirs and assigns, shall at all times bear the one-sixth (1/6th) of the cost of construction, maintenance and upkeep of said roadway and that the same be made a covenant to run with the land."; as set forth in Deed dated August 6, 1943, filed as Land Court Document No. 69074.

(C) GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC. and GTE  
HAWAIIAN TELEPHONE COMPANY INCORPORATED

DATED : February 5, 1948  
FILED : Land Court Document No. 99064  
GRANTING : a perpetual easement for utility purposes over Lot 109

(D) GRANT

TO : CITY AND COUNTY OF HONOLULU

DATED : August 13, 1964  
FILED : Land Court Document No. 353218  
GRANTING : an easement for sewer purposes over Lot 109

4. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC.

DATED : November 8, 1974  
FILED : Land Court Document No. 709227  
GRANTING : a perpetual right and easement to build, construct, etc., guy wires for the transmission of electricity etc.

EXHIBIT C



DISCLOSURE OF COMMON EXPENSES

There are presently no common expenses.

Each apartment owner will at his or her own cost and expense, maintain his or her apartment and limited common elements.

Each apartment owner will carry his or her own insurance, naming the Association of Apartment Owners as an additional insured.

Special assessments may be made by the Board of Directors of the Association of Apartment Owners, as need.

**EXHIBIT D**

Reviewed by: \_\_\_\_\_  
 (Principal Broker, Broker in Charge, Authorized Signature)

Reference Date: \_\_\_\_\_

**DEPOSIT RECEIPT**

Received from \_\_\_\_\_ herein called Buyer the sum of \$ \_\_\_\_\_  
 in the form of \_\_\_\_\_ as an initial deposit on account of this offer. Receipt is acknowledged by (Broker)  
 \_\_\_\_\_ Broker's firm and address \_\_\_\_\_  
 \_\_\_\_\_ PHONES (Home) \_\_\_\_\_ (Bus.) \_\_\_\_\_

**OFFER**

1. **PURCHASE PRICE:** \_\_\_\_\_
2. **PROPERTY DESCRIPTION:** Tax Map Key Division \_\_\_\_\_ / Zone \_\_\_\_\_ / Sec \_\_\_\_\_ / Plat \_\_\_\_\_ / Parcel \_\_\_\_\_ / HPR \_\_\_\_\_  
 (a) Realty: All of that (leasehold) (fee simple) property situated at \_\_\_\_\_  
 \_\_\_\_\_ Hawaii, described as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 (b) **Seller's Real Property Disclosure Statement** dated \_\_\_\_\_ (has) (has not) been received by Buyer. If not, address in paragraph 8, Special Terms.  
 (c) **Sale Includes:** All built-in furniture, attached fixtures, built-in appliances, water heater, electrical and/or gas and plumbing fixtures, attached carpeting, existing drapes, and the following items if checked: Chandelier (  ); Range (  ); Refrigerator (  ); Disposal (  ); Dishwasher (  ); Compactor (  ); Washer (  ); Dryer (  ); Air Conditioner (  ); TV Antenna (  ); TV Cable (  ); and \_\_\_\_\_  
 (furnishings and pool equipment per attached inventory, if any). Specifically excluded: \_\_\_\_\_  
 (d) **Title:** Seller agrees to convey the property with warranties vesting marketable title in Buyer, free and clear of all liens and encumbrances except \_\_\_\_\_  
 and any other covenants, easements, reservations or restrictions now of record which do not materially affect the value of the property.  
 (e) **Assessments:** \_\_\_\_\_ shall be (paid by Seller at closing) (assumed by Buyer).
3. **FINANCING:** Buyer agrees to pay said purchase price as follows:  
**ADDITIONAL DEPOSIT: \$** \_\_\_\_\_ in cash to be made on or before \_\_\_\_\_  
 \$ \_\_\_\_\_ in cash at closing including all deposits herein.  
 \$ \_\_\_\_\_ by way of \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_ Total Purchase Price (see paragraph #1 above)
4. **CLOSING:** Closing will be on or before \_\_\_\_\_, 19\_\_\_\_\_. Escrowed by \_\_\_\_\_
5. **OCCUPANCY:** Seller agrees to give Buyer occupancy at closing or on \_\_\_\_\_, 19\_\_\_\_\_.
6. **PRORATIONS:** Property taxes, lease rents, interest on assumed obligations, mortgage insurance premiums, other insurance premiums, maintenance fees, tenants' rents, if applicable, and \_\_\_\_\_ shall be prorated as of the date of closing or on \_\_\_\_\_, 19\_\_\_\_\_.  
 \_\_\_\_\_, 19\_\_\_\_\_. Tenants' security deposit, if any, shall be charged to Seller and credited to Buyer at closing.

**ACCEPTANCE**

11. **AGREEMENT TO SELL:** Seller agrees to sell the property at the price and terms offered above, including **The Standard Terms On The Reverse Side**, and acknowledges that he has been given a copy of this offer.
12. **SELLER'S AGREEMENT TO PAY COMMISSION:** I agree to pay to \_\_\_\_\_ a commission for the above sale of \_\_\_\_\_ in U.S. dollars. I hereby instruct escrow to pay your commission directly to you at closing. I agree that I cannot change these instructions without your written consent. Unless otherwise agreed upon, I give you permission to share this commission as you see fit with the real estate company named here in the **DEPOSIT RECEIPT** section of this agreement. In the event of Buyer's default, if I retain the deposit(s), I agree to pay you one half of the amount I retain, but you shall not be paid more than what would have been your full commission.

Date \_\_\_\_\_, 19\_\_\_\_\_, \_\_\_\_\_ AM/PM.

Seller's Name \_\_\_\_\_  
 Seller's Tax Identification # to be reported to IRS \_\_\_\_\_  
 Seller's Name \_\_\_\_\_  
 Seller's Tax identification # to be reported to IRS \_\_\_\_\_  
 Seller's Address \_\_\_\_\_  
 Seller's Address \_\_\_\_\_

Signature \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Owner occupant (  ) Other (  )  
 Phones: (Home) \_\_\_\_\_ (Bus.) \_\_\_\_\_

**ACKNOWLEDGEMENT OF ACCEPTANCE:** The undersigned acknowledges that he has been given a copy of the acceptance of this offer.

Date \_\_\_\_\_, 19\_\_\_\_\_, \_\_\_\_\_ AM/PM. Signature \_\_\_\_\_

**1. CONTRACT:**

This is more than a receipt for money. It is a legally binding contract. Read it carefully.

**3. EVIDENCE OF TITLE:**

Seller shall furnish Buyer evidence of title from a licensed abstractor showing Seller's marketable title to the interest which is to be conveyed. If Seller fails to deliver title as herein provided, Buyer at his option may terminate this agreement and any deposits shall be returned to Buyer. The foregoing shall not exclude any other remedies available to Buyer.

**2. STAKING:**

Seller shall order and pay for the cost of staking by a licensed surveyor if stakes are not visible. If Buyer wishes to confirm the accuracy of staking, he may order a survey prior to closing and Seller agrees to reimburse Buyer for the cost of this survey on or before closing only if the original stakes prove to be inaccurate. This provision does not apply to a condominium or co-operative apartment.

**D. CUSTOMARY CLOSING COSTS (Except Where Not Applicable):**

These are customary costs and not intended to be an all inclusive list

**Expenses to be paid by Buyer**

- Continuation of Title Evidence
- Title Insurance (Less Seller's Cost of Certificate of Title/Lien Letter)
- Drafting of Agreement of Sale
- Drafting of Mortgage and Note
- Drafting of Buyer's Consents
- Mortgage Assumption Fee
- Buyer's Notary Fee
- Buyer's Consent Fee
- All Recording Fees except Documents to Clear Seller's Title
- Escrow Fee
- Condo Ownership Transfer Fee
- FHA Discounts When Applicable

**Expenses to be paid by Seller**

- Certificate of Title/Lien Letter
- Drafting of Deed or Assignment of Lease
- VA or FHA Discount Points When Applicable
- Drafting of Seller's Consents
- Drafting of Bill of Sale
- Seller's Notary Fee
- Seller's Consent Fee
- Conveyance Tax
- Escrow Fee
- Survey and Staking
- Pest Control Inspection Report
- Pest Control Treatment

**E. PEST CONTROL:**

Seller shall delivery to Buyer through escrow a report from a licensed pest control company stating that there is no live visible wood destroying pest infestation in the improvements described herein. Seller shall pay for wood destroying pest extermination treatment if it is required in order to furnish the report.

**F. SELLER'S LIMITED WARRANTY:**

Seller warrants and Buyer will acknowledge in writing that all major appliances, plumbing and electrical and/or gas fixtures included in the sale will be in working order consistent with their age as of the date of closing or occupancy, if earlier. No continuing warranty is expressed or implied.

**G. RISK OF LOSS AND INSURANCE:**

Risk of loss and responsibility for insurance coverage passes to Buyer upon transfer of title or occupancy whichever comes first.

**H. DEFAULT:**

It is expressly understood and agreed: First, in the event Buyer fails to pay the balance of the purchase price or complete the purchase as herein provided, Seller may (a) bring an action for damages for breach of contract; (b) retain the initial deposit and all additional deposits provided for herein, as liquidated damages; and (c) Buyer shall be responsible for any cost incurred in accordance with this contract. Second, in the event Seller fails to perform his obligations as herein provided, Buyer not being in default, Buyer may (a) bring an action against Seller for damages for breach of contract; (b) file and maintain an action against Seller for specific performance of this contract; and (c) Seller shall be responsible for any cost incurred in accordance with this contract. The foregoing shall not exclude any other remedies available to either Seller or Buyer. In the event of default and/or a lawsuit arising out of this contract (including a suit by a Seller's Broker for commission), the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees. All expenses incurred by escrow shall be deducted from deposited funds prior to any disbursement to the prevailing party.

**I. CLOSING:**

For the purpose of this contract "closing" shall be the date upon which all appropriate documents are recorded. Buyer and Seller agree to execute appropriate or customary documents when requested to do so.

**J. CONSENT:**

The obligations of Buyer or Seller hereunder are conditioned upon obtaining those necessary consents of vendors, existing mortgagees, lessors and/or condominium, co-op or other such associations; Buyer or Seller agree to cooperate and take all reasonable action to obtain such consents.

**K. TIME IS OF THE ESSENCE:**

If either Buyer or Seller for reasons beyond his control cannot perform his obligation to purchase or sell the property by the closing date, then such party by giving escrow written notice prior to the closing date called for in this contract with copies to all parties to this contract, can extend closing for no longer than 30 calendar days to allow performance. Thereafter time is of the essence and the default provisions of Paragraph H. apply. Any further extension must then be agreed to in writing by both parties. There is no automatic right to extend. This provision relates only to the extension of the closing date.

**L. OBLIGATIONS:**

Seller's Broker shall not be held liable to either Buyer or Seller for the failure of either to perform their obligations pursuant to this contract.

**M. CONFLICT:**

Handwritten or typed provisions herein shall supersede any printed provisions in this contract if there is a conflict.

**N. PERMISSION:**

Seller's Broker has Buyer's and Seller's permission to supply data to Multiple Listing Service regarding the sales price and terms of this transaction for use by Seller's Brokers in making market studies, providing service to the public and advising their clients.

**O. COMPLETE AGREEMENT:**

This contract constitutes the entire agreement between Buyer and Seller and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreements (both written and oral) of Buyer and Seller. No variation or amendment of this contract shall be valid or enforceable without written approval by Buyer and Seller.

**IMPORTANT: PLEASE SEPARATE DROA COPIES BEFORE EXECUTING COOPERATING REALTOR'S SEPARATE AGREEMENT OR SIGNATURES WILL COPY THROUGH TO OTHER SIDE.**

**COOPERATING REALTOR'S SEPARATE AGREEMENT**

Seller's Broker agrees to pay to Cooperating Broker through escrow at closing the following amount: \_\_\_\_\_  
In consideration of assistance given by Cooperating Broker. In the event Seller retains Buyer's deposit money as liquidated damages and Seller's Broker is paid a portion of the deposit as stated in paragraph 12 Seller's Broker will share 1/2 of the amount paid with Cooperating Broker.

Date \_\_\_\_\_, 19\_\_\_\_ Date \_\_\_\_\_, 19\_\_\_\_

Seller's Broker: \_\_\_\_\_ (name of Broker firm) Cooperating Broker: \_\_\_\_\_ (name of Broker firm)

Office ID Number: \_\_\_\_\_ Office ID Number: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

## ESCROW INSTRUCTIONS and GENERAL PROVISIONS OF ESCROW TRANSACTION

### ESCROW INSTRUCTIONS

To: Title Guaranty Escrow Services

The Parties agree to the sale/purchase or exchange of property described in the Contract which has been received by Escrow.

You will collect and hold all documents and funds as shall be appropriate and necessary to close this escrow as provided in said Contract and these Instructions. If the Parties have not delivered to you all appropriate and necessary documents, you are authorized to have them drawn for execution. You are authorized to deliver and/or record said documents and to thereafter apply and disburse the funds coming into your hands pursuant to said Contract, these Instructions and the closing statement, when you have obtained said documents and funds and can obtain Title Insurance or Title Reports as designated in the closing statement with coverage equal to the total consideration and showing record title to said property vested in the Buyer subject only to: real property taxes and assessments not delinquent; covenants, conditions, restrictions, rights, rights of way, easements and reservations now of record or in the instrument to be recorded; and such other encumbrances, if any, as may be specified in said Contract, or accepted by the affected Party.

### TENTATIVE CLOSING STATEMENTS ONLY

The Tentative Closing Statement is based upon a proration of charges as of a specified date and the understanding that all necessary payments will have been kept current to that date by the Parties. If the proration date changes or the necessary payments have not been kept current, you are authorized to close this escrow and in connection therewith make all necessary payments and adjust all prorations to the date of closing, unless another date has been otherwise specifically agreed upon by the Parties.

### GENERAL PROVISIONS OF ESCROW TRANSACTION

1. Time is of the essence in this transaction. Any Party, not being in default, shall have all remedies available in law or in equity against any other Party for such other Party's default. If this escrow is not in condition to close as and when provided hereunder, or at the time of any extensions made pursuant to the Contract, any Party may, in writing, demand the delivery of any money, property or documents. Escrow shall mail a copy of such demand to the other Party. Unless Escrow shall consider itself unable to comply with the demand, or the other Party shall object to the demand in writing within fifteen (15) days of the mailing by Escrow Escrow shall comply with the demand. If the agreed upon closing date has passed, and Escrow has not received a written demand as provided above, Escrow shall continue to process this transaction and promptly close.
2. Funds received in this escrow may be deposited with other escrow funds in any insured bank or savings and loan institution in Hawaii. No interest or dividends earned on such funds will be paid to or allocated toward either Party unless Escrow is so instructed in writing. The Parties shall pay all charges, including, escrow fees, as are incurred in connection with this escrow whether or not this escrow closes.
3. Escrow's sole responsibility shall be to comply with the written instructions given to and accepted by it. Any amendment to these Instructions must be in writing and accepted by Escrow. If there is any conflict between the Contract and these Instructions, these Instructions shall control. These Instructions may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
4. Escrow shall have no duty to inquire into or have responsibility for the form, content, due execution, genuineness, validity, sufficiency or enforceability of any agreement, documents, certification, or other papers received by Escrow. Escrow will assume that all papers received by it have been signed by the proper persons, that such persons had capacity and authority to so sign, and that such papers have been signed by the persons whose signatures purport to appear thereon. Escrow shall have no duty to inform any Party regarding any facts which Escrow may have acquired outside this transaction and which concern the property covered by the Contract or the Parties.
5. Each Party's Tentative and Final Closing Statement will in most instances differ and therefore copies of such statements will only be furnished to the Party named therein and such Party's real estate agent and lender.
6. Unless otherwise agreed upon, all prorations and adjustments shall be made as of the date upon which the appropriate documents are recorded. All adjustments and prorations shall be made on the basis of a 30-day month. All disbursements shall be made by Escrow's check.
7. Escrow is not a title abstractor or title insurer. Escrow shall have the duty to obtain title insurance or other title coverage as required by the Contract. Escrow shall have no responsibility for loss attributable to defects in title, except for such loss as may be caused by Escrow's failure to obtain the required title insurance or title coverage. It is the duty of the Parties to determine all physical attributes of the property, including any facts which a correct survey or inspection of the property would disclose (for example, position or existence of stakes, boundaries, area and location of improvements).
8. If any dispute arises between the Parties and/or Escrow or any demand is received by Escrow or Escrow is uncertain as to its duties hereunder, Escrow may at its sole election and without any liability to it: (1) await, without taking any action, the determination of such dispute by the Parties; or (2) file a suit in interpleader or institute other action in any court of competent jurisdiction for the purpose of having the respective rights and duties of Escrow and the Parties adjudicated. The Parties shall be liable to Escrow for all costs and expenses, including reasonable attorney's fees, incurred by Escrow in connection with any dispute or legal action.
9. Title Guaranty Escrow Services, Inc., shall have no liability or responsibility with respect to withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1984 as amended advising the parties as to the requirements of such Section, determining whether the transferor is a foreign person under such Section, or obtaining a nonforeign affidavit or other exemption from withholding under the act.
10. "Contract" means the agreement (including amendments, if any) received by Escrow pertaining to this transaction. "Escrow" means Title Guaranty Escrow Services, Inc., a Hawaii corporation. "Party" means each Buyer and Seller, and if an exchange transaction, each Principal. The liability of all Parties shall be joint and several unless otherwise expressly stated. All duties, rights and benefits hereunder shall inure to and be binding upon the Parties and their respective personal representatives, successors and assigns.



**TITLE GUARANTY  
ESCROW SERVICES, INC.**  
BRANCH: KAILUA BRANCH (808) 261-4684

DATE : 10/12/90  
ESCROW NO. : 901020453  
SELLER : CHING TRUSTEE, DOROTHY K.  
BUYER : YALLIN, LYNN W.  
EAT MAP KEY: (1)2/0/039/039  
PROPERTY : 3057 PUHALA RISE #B

S. DOROTHY K. CHING TRUSTEE  
3057 PUHALA RISE  
DOWNSIDE, HI 95322

**DEAR CLIENT:**

An escrow account has been established with Title Guaranty Escrow Services, Inc., covering the above referenced transaction.

We will be processing this escrow and will be communicating with you, unless you are represented by a real estate agent, in which case I will contact your agent for any information needed to complete this transaction. If you desire information, make reference to the Buyer's and Seller's names and escrow number.

The General Provisions and Escrow Instructions under which this escrow will be processed are printed on the reverse side of this letter. Please review them carefully. If you have any questions, call me. If you want any changes, they must be in writing and received and accepted by us within ten days of this date. Otherwise, all General Provisions and Escrow Instructions as set forth herein shall be operative.

Your attention is specifically called to paragraph 2 of the General Provisions. If interest is to be paid to either the Buyer or Seller, escrow must be so instructed in writing by the Buyer and supplied with the Social Security or Tax I.D. number of the party to whom said interest is to be paid. To defray the costs due to the special handling and accounting for such interest, the normal escrow Fee will be increased by fifteen dollars, to be paid by the party to whom the interest is paid.

The Financial Privacy Act of 1978, requires that lenders and collection agencies be furnished with authorization which will allow them to disclose the status of accounts and to deliver any information concerning this transaction. By signing this letter, you authorize the release of said information to Escrow.

Documents required for this transaction will be prepared by attorneys designated by the parties to the escrow. In the absence of designation, Escrow will select the attorneys. You are, of course, always free to have your attorney review any documents prior to your signing them.

The Federal Real Estate Settlement Act requires that we supply the Buyer's and Seller's closing statements to the Buyer's lending institution. If new financing is involved in this transaction, we will instruct the lender not to disclose information to other parties, but we cannot assure lender's compliance.

In order to permit a timely closing, all final payments to Escrow must be in U.S. Currency by a Hawaii Bank's Cashier's check or wired funds. Any other form of payment will be processed by special collection which could delay closing and will involve additional charges.

YOUR IMMEDIATE RETURN OF THE SIGNED ENCLOSED COPY OF THIS LETTER IS NECESSARY FOR US TO PROMPTLY AND EFFICIENTLY SERVE YOU. Thank you for the opportunity to be of service.

The IRS requires us to furnish the following:

TITLE GUARANTY ESCROW SERVICES, INC.  
GENERAL MANAGER  
ESCROW OFFICER

Seller S.S.N./Fed. ID. \_\_\_\_\_  
The property was used for \_\_\_\_\_ Principal residence  
\_\_\_\_\_ other Real Estate

The General Provisions and Escrow Instructions are hereby agreed to and accepted; and to permit compliance with the Financial Privacy Act the undersigned authorize the release to escrow of all necessary information and documents concerning this transaction.

PLEASE COMPLETE THE FOLLOWING:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Collection: \_\_\_\_\_  
Collection #: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Signature

**SIGN AND RETURN ENCLOSED COPY IMMEDIATELY**