



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

on

10 GRANDVIEW PLACE CONDOMINIUM PROJECT
 10 Grandview Place
 Wahiawa, Hawaii 96786
 Registration No. 2344 (Conversion)

Issued: February 6, 1991
 Expires: March 6, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of January 4, 1991, 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 Disclosure Abstract attached hereto as Exhibit E
- 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:

1. This public report does not constitute an approval of the project, nor does it ensure that all county codes, ordinances and subdivision requirements have necessarily been complied with.
2. The land area beneath and immediately adjacent to each unit as shown on the condominium map is designated as a limited common element and does not represent a legally subdivided lot. The prospective purchaser is cautioned to carefully review the condominium documents for further information regarding the foregoing.
3. Unit 10A is an "ohana" dwelling. See page 18 for further disclosure.

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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> |
|----------------------|-----------------|----------------|----------------------------------|-------------------------|
| 10 | 1 | 3/1-1/2 | 1,186 | _____ |
| 10A | 1 | 3/2-1/2 | 1,704 | 210 |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

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 | _____ |
| Extra Stalls Available for Purchase | _____ |
| Other: _____ | _____ |
| Total Parking Stalls | <u>4</u> |

7. Recreational amenities: None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: William E. Ah You
Name
57 Kalie St.
Business Address
Wahiawa, HI 96786

Phone: 621-8954
(Business)

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

Real Estate Sales Agent: Larry Rutkowski
Name
1123 11th Ave. #401
Business Address
Honolulu, HI 96816

Phone: 735-6111
(Business)

Escrow: Founders Title & Escrow
Name
4211 Waialae Ave. 3303
Business Address
Honolulu, HI 96816

Phone: 735-7805
(Business)

Managing Agent: Managed by Association of Owners
Name

Business Address

Phone: _____
(Business)

Attorney for Developer: Kimo C. Leong
Name
737 Bishop St. #2060
Business Address
Honolulu, HI 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 - Document No. _____
Book _____ Page _____
 Filed - Land Court - Document No. 1770203

Amendment date(s) and recording/filing information:

- B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

Proposed
 Recorded - Bureau of Conveyance Condo Map No. _____
 Filed - Land Court Condo Map No. 813

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 - Document No. _____
Book _____ Page _____
 Filed - Land Court - Document No. 1770204

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% | _____75%_____ |
| Bylaws | 65% | _____65%_____ |
| House Rules | --- | _____N/A_____ |

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

2. **Developer:**

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules

B. Underlying Land:

Address: 10 Grandview Place Tax Map Key: 7-5-26-9
Wahiawa, HI 96786 (TMK)

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

Land Area: 7,828 [x] square feet [] acre(s) Zoning: R 7.5

Fee Owner: William E. Ah You, unmarried,
and Gary Lee Ah You, husband of Charlene Leimomi Ah You

Name _____

57 Kalie Street

Address _____

Wahiawa, HI 96786

Sublessor: _____
Name _____

Address _____

C Buildings and Other Improvements:

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

2. Buildings: 2 Floors Per Building _____

[x] Exhibit A 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>x</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:

Household pets permitted so long as they do not become a nuisance to
 Pets other owners or tenants.

Number of Occupants: As provided by applicable zoning laws or ordinances.

Other: _____

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 2

Elevators 0

Stairways 4

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> |
|------------------|-----------------|----------------|------------------------------|-------------------------|
| 10 | 1 | 3/1-1/2 | 1,186 | _____ |
| 10A | 1 | 3-2/1/2 | 1,704 | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

*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: See Exhibit A (Project Map) for boundaries.

Permitted Alterations to Apartments: Only as permitted by applicable Zoning Code provisions.

7. Parking Stalls:

Total Parking Stalls: 4

| | <u>Regular</u> | | <u>Compact</u> | | <u>Tandem</u> | | <u>TOTAL</u> |
|---------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | <u>covered</u> | <u>open</u> | <u>covered</u> | <u>open</u> | <u>covered</u> | <u>open</u> | |
| Assigned (for individual units) | <u>4</u> | <u> </u> | <u>4</u> |
| Guest | <u> </u> |
| Unassigned | <u> </u> |
| Extra Available for Purchase | <u> </u> |
| Other: | <u> </u> |
| Total Covered & Open | <u>4</u> | <u> </u> |

Each apartment will have the exclusive use of at least 2 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

Commercial parking garage permitted in condominium project.

Exhibit A contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities.

There are no recreational or common facilities.

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute

Other: _____

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

No representations of any kind are made as to the expected useful life, if any, of the structural components and mechanical and electrical installations material to the use and enjoyment of the condominium project.

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

To the best of the knowledge, information and belief of the undersigned, there are no outstanding notices of uncured violations of the Building Code or other municipal regulations of the City and County of Honolulu.

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 | <u> x </u> | <u> </u> | <u> </u> |
| Structures | <u> x </u> | <u> </u> | <u> </u> |
| Lot | <u> x </u> | <u> </u> | <u> </u> |

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 B 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 C

as follows:

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

Exhibit _____ describes the common interests for each apartment.

As follows: Each apartment and its owner(s) shall have appurtenant thereto the following interest in the common elements of the Project for all purposes, including voting, said interest being referred to as the "common interest":

(a) Apartment 10 - 40% interest

(b) Apartment 10A- 60% interest

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

Exhibit D describes the encumbrances against the title contained in the title report dated October 26, 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 | If the mortgage is foreclosed, buyer's deposit will be refunded, the buyer's contract may be cancelled, and the buyer may lose all rights to acquire the apartment. |

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 s E and H 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.

J. Status of Construction and Estimated Completion Date:

K. Project Phases:

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

Summary of Developer's Present Plans for Future Development:

L. Sales Documents Filed With the Real Estate Commission:

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

Notice to Owner Occupants

Specimen Sales Contract

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

Escrow Agreement dated _____ with Founder's Title & Escrow

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

Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

Unit 10A is an "ohana" dwelling and is located in a zoning district designated R-7.5. The maximum floor area of an ohana dwelling unit in such a zoning district is presently 700 square feet. Since Unit 10A presently contains 1,704 square feet of net living area (which was legal when Unit 10A was built), it is considered a "non-conforming structure" under the Land Use Ordinance of the City and County of Honolulu (the "LUO"). The LUO will not permit Unit 10A to be enlarged. However, if Unit 10A were destroyed to an extent of more than 50% of its replacement cost, then Unit 10A can be reconstructed to its previously existing size subject to the following three conditions:

1. Rebuilding is necessitated by the destruction of such an "ohana" dwelling unit by accidental means, such as fire, flood, hurricane, tsunami, earth movement or other calamity;
2. It can be demonstrated that the "ohana" dwelling unit was legally constructed;
3. It can be demonstrated that the replacement "ohana" dwelling unit will meet all current development standards, including height limits, required yards and parking.

While it is possible that a zoning variance could be obtained or that the LUO could be amended to allow enlargement or reconstruction of the dwelling with a larger floor area than 1,704 square feet, no assurance can be given that such will in fact occur.

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. 2344 filed with the Real Estate Commission on November 5, 1990.

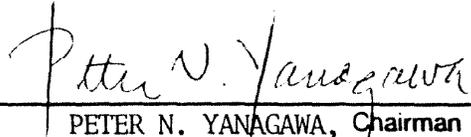
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pink paper stock

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
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OH846

LAND COURT

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737 Bishop Street, #2060
Honolulu, Hawaii 96813
528-2222

FLOOR PLANS, ELEVATIONS AND SITE PLAN
OF
10 GRANDVIEW PLACE CONDOMINIUM PROJECT

Condominium Map No. 813

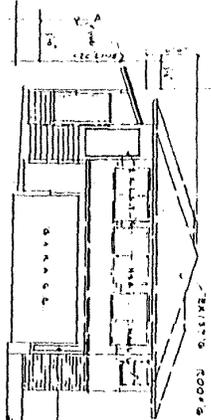
DEVELOPER/OWNER: WILLIAM EDWARD AH YOU, unmarried (widower),
and GARY LEE AH YOU, husband of Charlene
Leimomi Ah You

PROPERTY DESCRIPTION:
Lot 53, Map 48, Land
Court App. No. 680,
Wahiawa, Hawaii

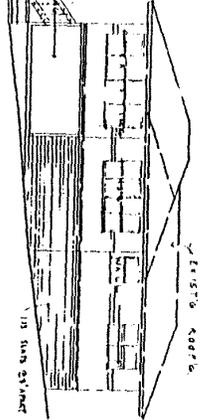
DOCUMENT NO: 1283592

TRANSFER CERTIFICATE
OF TITLE NO. 268,019

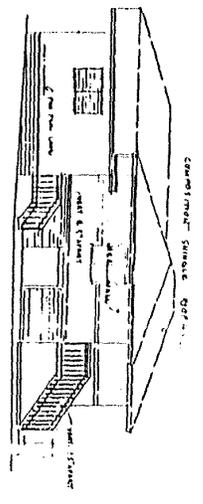
EXHIBIT A



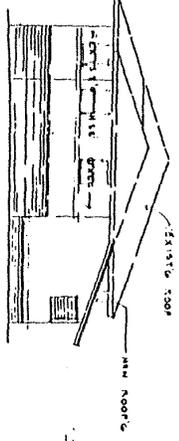
FRONT ELEVATION & WINDOW



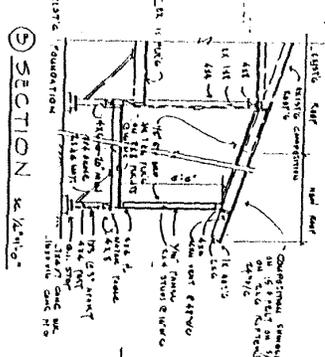
RIGHT ELEVATION & WINDOW



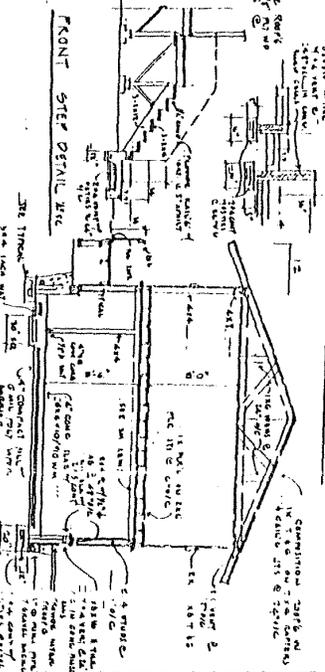
LEFT ELEVATION & WINDOW



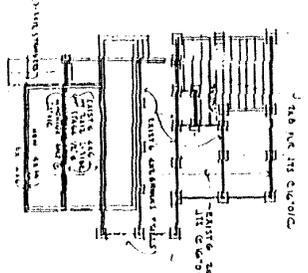
REAR ELEVATION & WINDOW



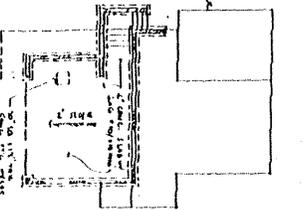
SECTION & WINDOW



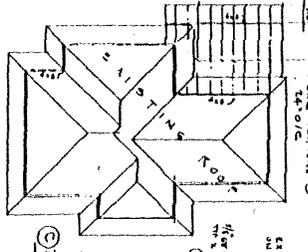
SECTION & WINDOW



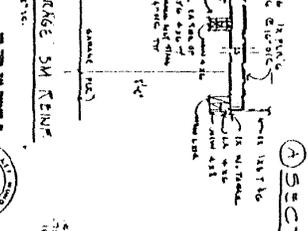
FIRST FLOOR PLAN



FOUNDATION PLAN



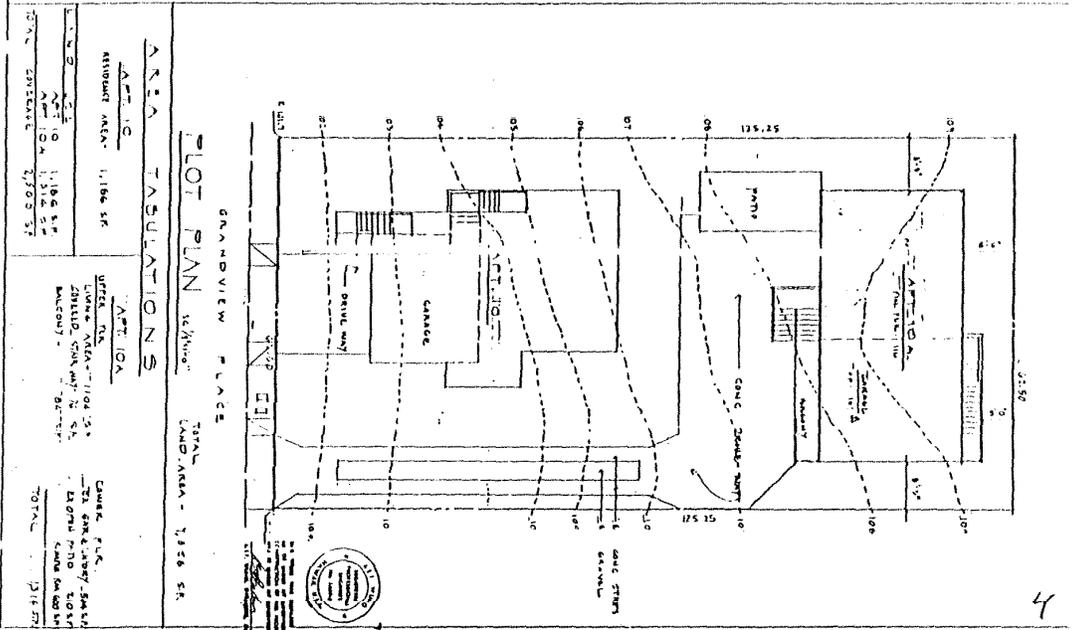
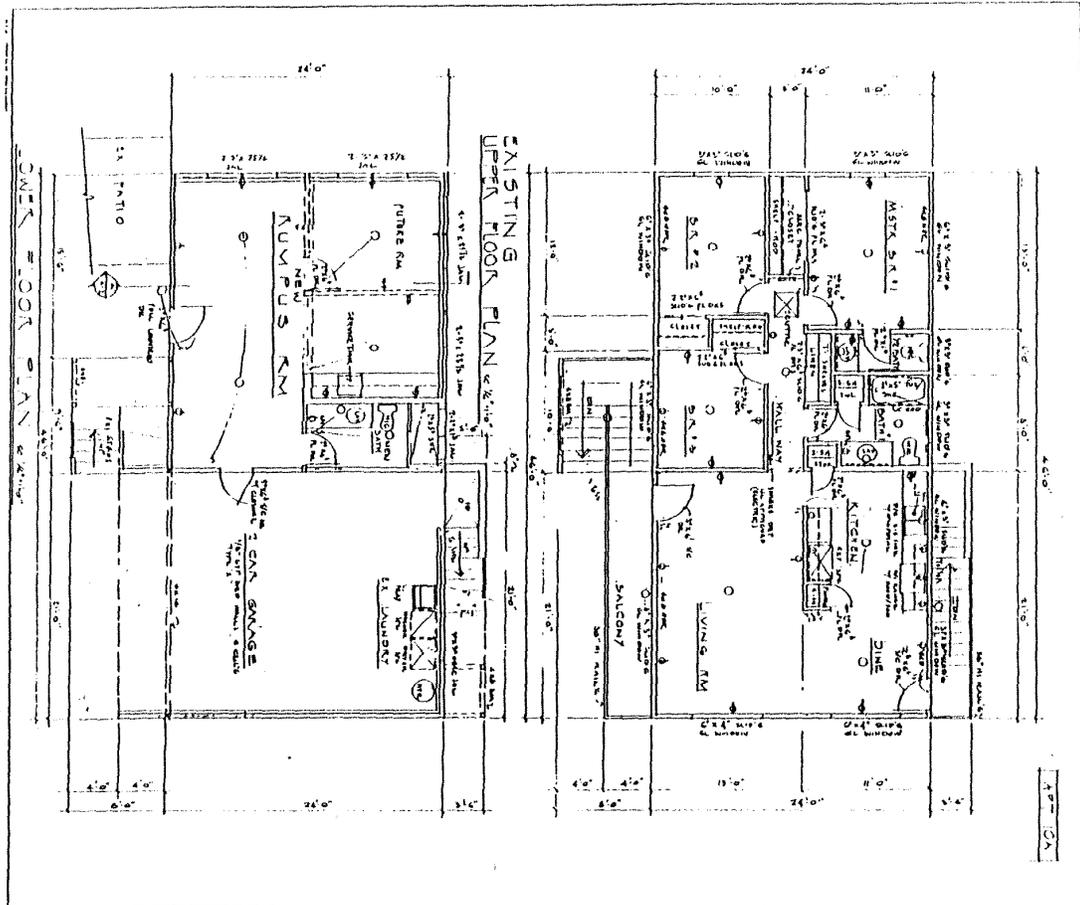
ROOF PLAN



EXTERIOR STEP SECTIONS

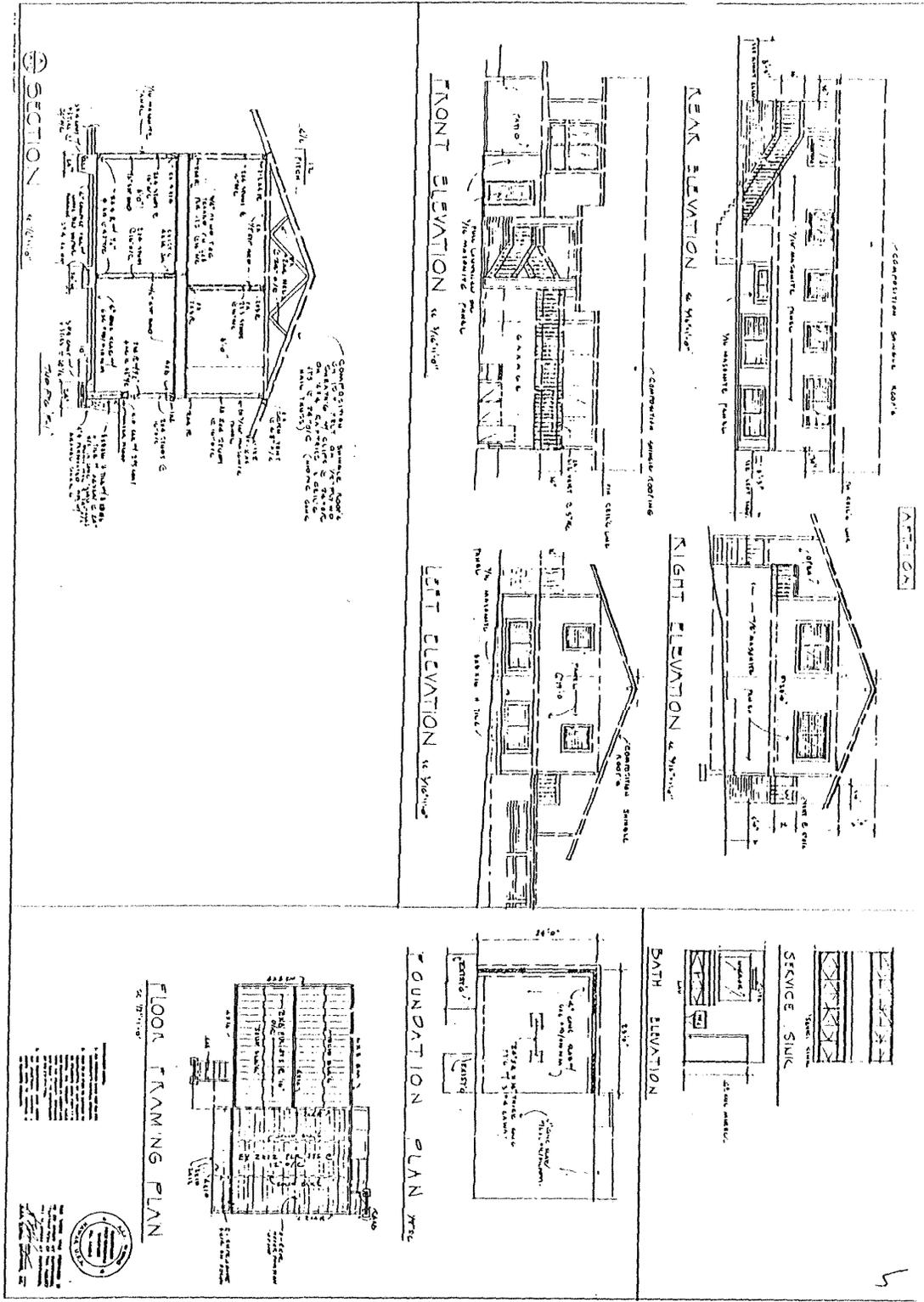


10 GRANDVIEW PLACE, CONCORD, MASSACHUSETTS
 BY ARCHITECT WILLIAM AN HOUL
 AT 10 GRANDVIEW PLACE
 MAR. 15, 1926



| AREA TABULATIONS | |
|------------------|-----------|
| APR. 10 | 1,186 SF |
| APR. 10A | 1,186 SF |
| APR. 10B | 1,186 SF |
| APR. 10C | 1,186 SF |
| APR. 10D | 1,186 SF |
| APR. 10E | 1,186 SF |
| APR. 10F | 1,186 SF |
| APR. 10G | 1,186 SF |
| APR. 10H | 1,186 SF |
| APR. 10I | 1,186 SF |
| APR. 10J | 1,186 SF |
| APR. 10K | 1,186 SF |
| APR. 10L | 1,186 SF |
| APR. 10M | 1,186 SF |
| APR. 10N | 1,186 SF |
| APR. 10O | 1,186 SF |
| APR. 10P | 1,186 SF |
| APR. 10Q | 1,186 SF |
| APR. 10R | 1,186 SF |
| APR. 10S | 1,186 SF |
| APR. 10T | 1,186 SF |
| APR. 10U | 1,186 SF |
| APR. 10V | 1,186 SF |
| APR. 10W | 1,186 SF |
| APR. 10X | 1,186 SF |
| APR. 10Y | 1,186 SF |
| APR. 10Z | 1,186 SF |
| TOTAL | 13,032 SF |

10 GRANDVIEW PLACE COOPERHILL PROJECT.
 MR & MRS GARY LEE ALL YOU
 AT 10A GRANDVIEW PLACE
 TEL: 7-5-26-7 LOT 155



10 GRANDVIEW PLACE CONDOMINIUM PROJECT.
 FOR MRS. J. J. [unclear]
 AT 10 GRANDVIEW PLACE
 TORONTO, CANADA

| | | |
|-----|------|-----------|
| NO. | DATE | REVISIONS |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

OH596

COMMON ELEMENTS

One freehold estate is hereby designated of all the remaining portions of the Project, herein referred to as "common elements", including specifically, but not limited to:

- (1) The land in fee simple;
- (2) All ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, water, sewage, irrigation and telephone;
- (3) Any and all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the Project.

The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof, except as provided in the Condominium Property Act. Any such partition or division shall be subject to the prior consent thereto by the holder(s) of all mortgage(s) of any apartment which are filed of record.

EXHIBIT B

0H597

LIMITED COMMON ELEMENTS

Certain parts of the common elements, herein referred to as the "limited common elements", are hereby designated and set aside for the exclusive use of one or more apartments, and such apartment(s) shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited Common elements so set aside and reserved are as follows:

The immediate land and yard area upon and around each apartment as located, the boundaries of which are as so shown and designated on the Conominium Map.

EXHIBIT C

ENCUMBRANCES

- 1 . The rights and easements set out on the maps or plans accompanying Land Court Application No. 680.

- 2 . Covenants, conditions and restrictions set forth in DEED dated March 31, 1950, filed as Land Court Document No. 117491, to-wit:

"But this conveyance is made upon this condition, which shall bind, and run with said Lots 53 and 54 for the term of 30 years from the date hereof, that no quonset hut or "ARMY SHACK", type building shall be placed upon said lots or either of them, and that any breach of this condition may be enforced by mandatory injunction or other relief, together with a reasonable attorney fee, by the Grantor or her heirs or assigns of other lots comprised in said Certificate of Title, and that no deed or other instrument of any kind affecting said Lots 53 and/or 54 shall be made without incorporating there in this condition, and if it should be omitted, it shall be included by reference."

- 3 . MORTGAGE

MORTGAGOR : GARY LEE AH YOU, husband of Charlene Leimomi Ah You, and WILLIAM EDWARD AH YOU and MARY ANN AH YOU, husband and wife

MORTGAGEE : AMERICAN SAVINGS BANK, F.S.B., a federal savings bank

DATED : April 10, 1987
FILED : Land Court Document No. 1456314
AMOUNT : \$150,000.00

- 4 . MORTGAGE AND FINANCING STATEMENT

MORTGAGOR : GARY LEE AH YOU, husband of Charlene Leimomi Ah You, and WILLIAM EDWARD AH YOU and MARY ANN AH YOU, husband and wife

MORTGAGEE : AMERICAN SAVINGS BANK, F.S.B., a federal savings bank

DATED : July 1, 1988
FILED : Land Court Document No. 1564763
AMOUNT : \$15,000.00

OH598

DISCLOSURE ABSTRACT

10 GRANDVIEW PLACE
Condominium Project

Pursuant to §514A-61, Hawaii Revised Statutes
Condominium Property Act

Developer/Project Manager

William E. Ah You
57 Kalie Street
Wahiawa, Haaii 96786
Telephone: 621-8954

Estimated Maintenance Fees/Costs per Apartment

There is no regular utility, maintenance or repair expense common to the whole Project since each apartment has its own electric and water meter. It is anticipated that there will be no monthly maintenance fee per apartment. The maintenance and repair of each apartment, including electrical and water utility charges, is the sole responsibility of each respective apartment owner. Additional maintenance fees, if required, will be by special assessment. Additional maintenance fees, if required, will be by special assessment. Section 514A-86, Hawaii Revised Statutes, requires that fire insurance be purchased to cover the improvements portion of the Project. Developer anticipates that the Association will elect to obtain separate policies for each individual apartment pursuant to Section XIV of the Declaration. As such, the premiums on said policies will be the individual responsibility of each apartment owner rather than common expenses of the Project.

Warranties

NO WARRANTIES FOR FITNESS OF USE OR MERCHANTABILITY OR ANY OTHER KIND ARE MADE AS TO ANY OF THE APARTMENTS OR COMMON ELEMENTS OF THE PROJECT. PURCHASERS ARE ADVISED TO CONDUCT THEIR OWN INSPECTION OF THE APARTMENT THEY DESIRE TO BUY. THE APARTMENTS ARE SOLD "AS IS".

EXHIBIT E

Use of Apartments

All two apartments comprising the Project are for residential purposes only. There is no non-residential development in the Project.

Present Condition of Structural Components and Mechanical and Electrical Installations

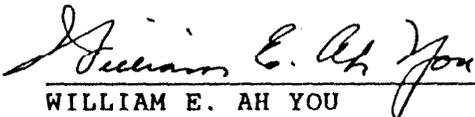
Based on a report prepared by an independent registered engineer, it is the Developer's opinion that all structural components and mechanical and electrical installations material to the use and enjoyment of the condominium apartments are presently sound and appear to be in satisfactory working condition.

Expected Useful Life of Structural Components and Mechanical and Electrical Installations

NO REPRESENTATIONS OF ANY KIND ARE MADE AS TO THE EXPECTED USEFUL LIFE, IF ANY, OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF THE CONDOMINIUM APARTMENT.

Code Violations

To the best of the knowledge, information and belief of the undersigned, there are no outstanding notices of uncured violations of the Building Code or other municipal regulations of the City and County of Honolulu. See Exhibit A attached hereto.



WILLIAM E. AH YOU
Developer/Project Manager

EXHIBIT E

A. CONTRACT:

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

B. EVIDENCE OF TITLE

Seller shall furnish Buyer evidence of Seller's title to the interest which is to be conveyed to Buyer. If Seller fails to do so as herein provided, Buyer has the option to terminate this agreement and have any of Buyer's deposits returned to Buyer. The foregoing shall not exclude any other title insurance available to Buyer. Buyer will receive an Owner's standard coverage policy of title insurance at closing; (a) Seller shall pay 60% of the premium to be charged for an Owner's standard coverage policy of title insurance to be issued to the Buyer in the amount of the sales price; and, (b) Buyer shall pay 40% of such premium and any additional costs relating to the issuance of any extended coverage policy, including a Lender's policy.

C. STAKING:

Seller shall order and pay for the cost of the staking by a licensed surveyor if stakes are not visible. The Buyer may have a licensed surveyor verify the accuracy of the location of stakes prior to closing and the Seller agrees to reimburse the Buyer for the cost of this staking on or before closing only if the original stakes prove to be inaccurate. This provision does not apply to a condominium or cooperative apartment. (Note: Staking is not a survey and does not confirm the accuracy of the land area description or the absence of encroachments.)

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

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

Expenses to be paid by Buyer

- Continuation of Title Evidence
- Title Insurance (As printed in Standard Form B, above)
- Drafting of Agreement of Sale
- Drafting of Mortgage and Note
- Granting of Buyer's Consents
- Buyer's Consent Fee
- Buyer's Notary Fee
- All Recording Fees except Documents in Clear Seller's Title
- 1/2 Escrow Fee
- Condo Ownership Transfer Fee
- FHA Discounts When Applicable
- Mortgage Assumption Fee

Expenses to be paid by Seller

- Evidence Showing Marketable Title
- Title Insurance (As printed in Standard Form B, above)
- Drafting of Deed or Assignment of Lease
- Drafting of Bill of Sale
- Granting of Seller's Consents
- Seller's Consent Fee
- Seller's Notary Fee
- Conveyance Tax
- 1/2 Escrow Fee
- Staking
- VA or FHA Discount Points When Applicable
- Termite Inspection
- Termite Treatment If Required as per Standard Form B

E. TERMITE INSPECTION:

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

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 written. No continuing warranty is expressed or implied.

G. RISK OF LOSS:

Risk of loss passes to Buyer upon transfer of title or occupancy whichever occurs 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 REALTOR 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 Standard Form 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:

REALTOR 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:

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

O. COMPLETE AGREEMENT:

This contract constitutes the entire Agreement between Buyer and Seller and supersedes all other oral 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.

Seller's Initials

Buyer's Initials

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

COOPERATING REALTOR'S SEPARATE AGREEMENT

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

Date: _____, 19____ Date: _____, 19____

Seller's REALTOR: _____ (Name of REALTOR firm) Cooperating REALTOR: _____ (Name of REALTOR firm)

By: _____ By: _____

Address: _____ Address: _____

Office ID: _____ Phone (Bus) _____ Phone (Bus) _____ Office ID: _____ Number _____ Number _____



EXHIBIT H

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

| <u>Apartment</u> | <u>Monthly Fee x 12 months = Yearly Total</u> |
|------------------|---|
| 10 | \$0 |
| 10A | \$0 |

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

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

- Air Conditioning
- Electricity
 - [] common elements only
 - [] common elements and apartments
- Gas
- Refuse Collection
- Telephone
- Water and Sewer

Maintenance, Repairs and Supplies

- Building
- Grounds

Management

- Management Fee
- Payroll and Payroll Taxes
- Office Expenses

Insurance

Reserves

Taxes and Government Assessments

Audit Fees

Other

TOTAL

\$0

~~I/We,~~ Kimo C. Leong, attorney for the Developer of ~~xxx~~
~~managing agents for~~ the condominium project, hereby certify that the above estimates of initial
maintenance fee assessments and maintenance fee disbursements were prepared in accordance
with generally accepted accounting principles.

Kimo C. Leong
Date: October 9, 1990