REAL ESTATE COMMISSION

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
PROFESSIONAL AND VOCATIONAL LICENSING DIVISION
P. 0. Box 3469
Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

129 ROSE STREET

129 Rose Street
Wahiawa, Hawaii

Registration No. 2600 (Conversion)

Issued: March 16, 1992
Expires: April 16, 1993

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of March 3, 19 92, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

____ **PRELIMINARY:** (yellow) — The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.

__X__ **FINAL:** (white) — The developer has legally created a condominium and has filed complete information with the Commission.

[X] No prior reports have been issued
[ ] Supersedes all prior public reports
[ ] Must be read together with _____

____ **SUPPLEMENTARY:** (pink) — Updates information contained in the

[ ] Prelim. Public Report dated _____
[ ] Final Public Report dated _____
[ ] Supp. Public Report dated _____
And [ ] Supersedes all prior public reports
[ ] Must be read together with _____
[ ] This report reactivates the _____
public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required [X] Not Required - disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

[X] No prior reports have been issued by the Commission.

[ ] Changes made are as follows:

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and does not represent a legally subdivided lot. The dotted lines in the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustration purposes only and should not be construed to be formal subdivision lines.

Abe Lee Development, Inc., the Developer herein, has stated that it is acting for and on behalf of Isamu Takaki, Trustee and fee owner, pursuant to an unrecorded development and purchase agreement.

This public report does not constitute approval of the Project by the Real Estate Commission, nor does it ensure that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS FOR FURTHER INFORMATION WITH REGARDS TO THE FOREGOING.

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GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Condominium Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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.

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.

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.

Interest to be Conveyed to Buyer:

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

2. [X] Residential [ ] Commercial [ ] Ohana
   [ ] Mixed Residential and Commercial [ ] Agricultural
   [ ] Other_____

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

4. [ ] Single or [X] Multiple Buildings

5. Apartment Description

Apt. No.	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
129	1	3/1	725.6	none
129A	1	3/1	725.6	none
129B	1	3/1	759.5	none
129C	1	3/1	759.5	none
129D	1	3/1	759.5	

Total Apartments: 5

*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:

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

7. Recreational amenities: None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: ABE LEE DEVELOPMENT, INC. Phone: 988-8077

Business Address: 2907 Loomis Street
Honolulu, Hawaii 96826

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

Abraham Lee, President
Sally Lee, Vice-President

Real Estate Broker: Abe Lee Realty Phone: 988-8071

Business Address: 1305 S. King St., Rm. A
Honolulu, Hawaii 96814

Escrow: Title Guaranty Escrow Services Phone: 521-0211

Business Address: 235 Queen Street
Honolulu, Hawaii 96813

General Contractor: None Phone:

Business Address:

Condominium Managing Agent: Self-managed by the Association of Apartment Owners Phone:

Business Address:

Attorney for Developer: Glenn M. Adachi Phone: 526-3880

Business Address: 841 Bishop Street, Ste. 1601
Honolulu, Hawaii 96813

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

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

A. Declaration of Condominium Property Regime contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

[ ] Proposed
[ ] Recorded - Bureau of Conveyances - Document No. _____
Book _____ Page _____
[X] Filed - Land Court - Document No. 1887610

Amendment date(s) and recording/filing information:

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

The Condominium Map for this condominium project is:

[ ] Proposed
[ ] Recorded - Bureau of Conveyance Condo Map No. _____
[X] Filed - Land Court Condo Map No. 889

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 _____
[X] Filed - Land Court - Document No. 1887611

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 [X] Adopted [ ] Developer does not plan to adopt house rules.

E. **Changes to Condominium Documents**

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

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

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%	75%
Bylaws	65%	65%
House Rules	---	Board of Directors

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.

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

1. To amend the Declaration, By-Laws and Condominium Map at anytime prior to recording of the sale of the unit.

2. To amend the Declaration and Condominium Map to file the "as built" certificate.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

[X] Fee Simple: Individual apartments and the common elements which includes the underlying land will be in fee simple.

[ ] Leasehold or Subleasehold: Individual apartments and the common elements which includes the underlying land will be leasehold.

The leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____
Rent Renegotiation Date(s): _____
_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per
[ ] Month [ ]Year.

[ ] Individual Apartments in Fee Simple Common Interest in the Underlying Land in Leasehold or Subleasehold:

The leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners - tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____
Rent Renegotiation Date(s): _____
_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per
[ ] Month [ ]Year.

[ ] Other:

For Subleaseholds:

[ ] Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is [ ] Canceled [ ] Foreclosed

[ ] As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

B. **Underlying Land:**

Address: 129 Rose Street, Wahiawa, Hawaii — Tax Map Key: (1) 7-4-014-24 (TMK)

[ ] Address [ ] TMK is expected to change because_____

Land Area: .987 [ ] square feet [X] acre(s) Zoning: R-5

Fee Owner: ISAMU TAKAKI, Trustee under an unrecorded Revocable Trust Instrument dated October 4, 1985

Address: 47 Moani Lane
Wailuku, Hawaii 96793

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: 5 Floors Per Building 1

   [ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

   [ ] Concrete [ ] Hollow Tile [X] Wood

   [ ] Other _____

4. Permitted Uses by Zoning:

	No. of Apts.	Use Determined By Zoning		No. of Apts.	Use Determined By Zoning
[ ] Commercial	____	_____	[ ] Industrial	____	_____
[X] Residential	5	Yes	[ ] Agricultural	____	_____
[ ] Timeshare/Hotel	____	_____	[ ] Recreational	____	_____

[ ] Other: _____

Is/Are this/these use(s) specifically permitted by the project's declaration or bylaws?
[X] Yes [ ] No

5. Special Use Restrictions:

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

[X] Pets: No livestock or poultry shall be allowed or kept by any owner or occupant, except for such animals that are customarily kept as pets.

[ ] *Number of Occupants:*

[ ] Other:

[ ] There are no special use restrictions.

6. Interior(fill in appropriate numbers):

Elevators ___---___ Stairways ___---___ Trash Chutes ___---___

Apt. No.	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
129	1	3/1	725.6	none
129A	1	3/1	725.6	none
129B	1	3/1	759.5	none
129C	1	3/1	759.5	none
129D	1	3/1	759.5	

Total Apartments: 5

*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 Apartn.

1. All perimeter walls, floors, foundations and roof of each building.

2. All pipes, wires, conduits, or other utility and services lines in such building, outside such building, if the same are not utilized for more than one apartment.

3. The carports attached to the respective apartments.

Permitted Alterations to Apartments:

Apartment owner, with the approval of the Board of Directors, may renovate, remodel, make additions to, remove or restore the unit.

7. Parking Stalls:

Total Parking Stalls: 5

	Regular		Compact		Tandem		
	covered	open	covered	open	covered	open	TOTAL
Assigned (for individual units)	5						
Guest							
Unassigned							
Extra Available for Purchase							
Other:							
Total Covered & Open		5					

Each apartment will have the exclusive use of at least 1 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

[ ] Commercial parking garage permitted in condominium project.
[ ] Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

[X] There are no recreational or common facilities.

[ ] Swimming pool [ ] 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

See Architect's Report attached as Exhibit "A" regarding inspection of each unit. Based on the Architect's Report the expected useful life of the structures is about 10 years.

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

10. Conformance to Present Zoning Code

a. [X] 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.

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures		X (See Pg.18)	
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 Co...ion 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.

   [X] *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.

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

      [ ] described in Exhibit

      [X] as follows:

      The portion of the land area beneath and adjacent to each unit as delineated on the site plan of the *Condominium Map. Said land areas are not legally subdivided lots.*

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

   [ ] Exhibit _____ describes the common interests for each apartment.

   [X] As follows:

Unit No.	% Common Interest
129	20%
129A	20%
129B	20%
129C	20%
129D	20%

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 February 7, 1992 and issued by Title Guaranty of Hawaii.

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.

[X] There are no blanket liens affecting title to the individual apartments. However, there is a development and purchase agreement. See below.

[ ] 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.

Effect on Buyer's Interest
If Developer Defaults

Fee owner has option to terminate sales contract, but in such event, Developer will refund Buyer's deposit.

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

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

The initial managing agent for this condominium is:

[ ] not affiliated with the Developer.

[ ] the Developer or the Developer's affiliate.

[X] 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:

[**X**] Not applicable*

[ ] Electricity [ ] Television Cable

[ ] Gas [ ] Water & Sewer

[ ] Other _____

***NOTE:** Water and Sewer will be submetered for each of the units and the Association will collect each unit's portion of the water and sewer charges based on the submeter reading for each unit.

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. Purchasers will be buying units "as is".

2. Appliances: None. Purchaser will be buying unit "as is".

J. **Status of Construction and Estimated Completion Date:**

The apartments were constructed in 1963 and 1964, according to a letter from the City's Building Department dated February 18, 1992. The "1973" in the Questionnaire was an inadvertent error.

K. **Project Phases:**

The developer [ ] has [X] 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:

[X] Notice to Owner Occupants

[X] Specimen Sales Contract

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

[X] Escrow Agreement dated November 1, 1990

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

[ ] Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

The five dwellings are considered non-conforming because the current Land Use Ordinance requires a site development plan or a subdivision before three or more dwellings can be constructed on the property. (See Exhibit G, Letter from the City and County of Honolulu, Building Department dated February 18, 1992.)

Buyer's Right to Cancel Sales Co t:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer are not binding on the prospective buyer. Sales made by the Developer may be binding on the Developer unless the Developer clearly states in the sales contract that sales 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, 1010 Richards Street, P. 0. Box 541, Honolulu, HI 96809.

This Public Report is a part of Registration No. 2600 filed with the Real Estate Commission on February 26, 1992.

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

[ ] yellow paper stock [X] 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

PETER YANAGAWA, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

November 3, 1991

Abe Lee Development, Inc.
2907 Loomis Street
Honolulu, Hawaii 96822

Dear Mr. Abe Lee,

As per your instructions, visual inspections were made on the property located at 129 Rose, T.M.K. 7-4-14:24, Wahiawa, Oahu on November 3, 1991.

The purpose of the inspections was to examine and comment on the present condition of the buildings. Presently, there are 5 separate single family dwellings on the site. Dwellings have been designated as Unit 129, Unit 129A, Unit 129B, Unit 129C and Unit 129D.

The following describes my assessment of the present condition of the buildings:

Unit 129:

1. Termite damage was found at the floor post, floor joist, hardwood flooring, and baseboard.
2. Several outlets did not have grounding pole. Washer out at laundry (not w.p. outlet).
3. Canec ceilings had water spots which indicated roofing has leaked previously.

Unit 129A:

1. Termite damage was found at the floor posts.
2. Several duplex outlets did not have grounding pole.
3. Owner indicated that the roof leaks.

Unit 129B:

Interior was inaccessible due to owner not being home.

1. Termite damage was found at the floor posts, and lattice.

Unit 129C:

1. Termite damage was found at the floor posts, lattice, trims, hardwood flooring and rafters.
2. Kitchen light does not work.
3. Roofing presently leaks according to the owner.

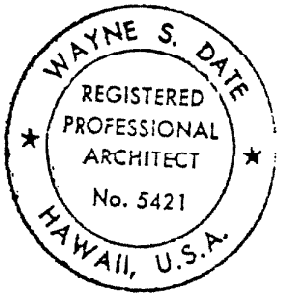
EXHIBIT A

Unit 129D:

1. Termite damage and wood rot was found at the floor post and lattice.
2. Back porch light does not work.

The plumbing system for all units appear to be functioning properly. All units appears to have had portions of the electrical system upgraded and appears to be functioning properly.

Conclusion: The dwellings described above appears to be in fair condition. The useful life of the structure is about 10 years.



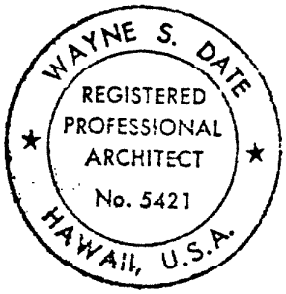
Wayne S. Date, AIA
Registered Professional Architect
Hawaii Reg. No. 5421

October 23, 1991

Abe Lee Development, Inc.
2907 Loomis Street
Honolulu, Hawaii 96822

A R C H I T E C T ' S C E R T I F I C A T I O N

I certify that Dwelling Unit numbers 129, 129A, 129B, 129C, and 129D on the City and County of Honolulu, tax records, which corresponds with Units 129, 129A, 129B, 129C, and 129D on the CPR map for the condominium project named "129 Rose" located at 129 Rose Street in Wahiawa, Oahu, Hawaii, conforms to the Building Codes in force at the time of their construction.



Signed:

Wayne S. Date, AIA
No. 5421

EXHIBIT B

DESCRIPTION OF COMMON ELEMENTS

1. The land in fee simple as described in the Declaration of Condominium Property Regime.

2. All ducts, sewer lines, electrical equipment, pipes, wiring, and other central and appurtenant transmission facilities and installations which serve the apartments for services such as power, light, water, gas, refuse, telephone, radio, and television signal distribution.

3. Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance or safety, and normally in common use.

EXHIBIT C

LIST OF ENCUMBRANCES

1. Easement and perpetual right of way to convey water in favor of Wahiawa Water Co., Ltd., as set forth in instrument dated June 15, 1904, filed as Document No. 2.

2. Designation of easement for sanitary sewer purposes as shown on Map 165, as set forth by Land Court Order No. 20504.

3. Grant of easement in favor of the City and County of Honolulu, dated July 24, 1962, to construct, install, maintain, operate, repair and remove an underground sewer pipe line or pipe lines, etc., over and under the following described parcel of land:

Parcel 10- of WAHIAWA SEWERS, SECTION II, Improvement District No. 138: being delineation of easement, area 669 square feet, for sanitary sewer over and across Lot 78-A of Section "B" of the "Yamato Tract", as shown on Map _____, filed in the Office of the Assistant Registrar of the Land Court Application No. 1062, of Percy Martyn Pond;

4. Terms, conditions and provisions contained in that certain unrecorded Revocable Trust Instrument of Isamu Takaki dated October 4, 1985.

5. Real property taxes due and payable. For more information contact City and County of Honolulu, Department of Finance, Real Property Tax Assessment.

EXHIBIT D

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment	Monthly Fee x 12 months = Yearly Total
129	$30.00 x 12 months = $360.00
129A	$30.00 x 12 months = $360.00
129B	$30.00 x 12 months = $360.00
129C	$30.00 x 12 months = $360.00
129D	$30.00 x 12 months = $360.00

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

EXHIBIT D

Estimate of Maintenance Fee Disbursements

	Monthly Unit Cost 129	Monthly Unit Cost 129A	Monthly Unit Cost 129B	Monthly Unit Cost 129C	Monthly Unit Cost 129D	Annual Total Cost AOAO
UTILITIES AND SERVICES						
Air Conditioning	(individually metered item)					
Electricity	(individually metered item)					
( ) common elements	(not applicable)					
( ) common elements and apartments	(not applicable)					
Gas	(individually metered item)					
Refuse Collections	(individually metered item)					
Telephone	(individually metered item)					
Water and sewer	(individually metered item)					
MAINTENANCE, REPAIRS, ETC.						
Buildings	(determined by apartment owner)					
Grounds	$10.00	$10.00	$10.00	$10.00	$10.00	$ 600.00
MANAGEMENT						
Management Fee	(N/A; AOAO will be self-managed)					
Payroll & Payroll Taxes	(N/A; AOAO will be self-managed)					
Office Expenses	(N/A; AOAO will be self-managed)					
COMMON ELEMENT INSURANCE	$ 5.00	$ 5.00	$5.00	$ 5.00	$ 5.00	$ 300.00
HOMEOWNER'S INSURANCE	(individually determined item)					
RESERVES	$10.00	$10.00	$10.00	$10.00	$10.00	$ 600.00
TAXES & GOVERNMENT ASSESS	(Not Applicable)					
AUDIT FEE	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 300.00
TOTAL	$30.00	$30.00	$30.00	$30.00	$30.00	$1,200.00

I/We, the ASSOCIATION OF APARTMENT OWNERS OF 129 ROSE STREET, as 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.

Gloria Lee

Date: 12/16/91

EXHIBIT E

Summary of Sales Contract

The sales contract contains the purchase price, description and location of the apartment and other terms and conditions under which a buyer will agree to buy an apartment in the Project.

Among other things, the sales contract provides:

1. A section for financing to be filled in and agreed to by the parties which will set forth how the buyer will pay the purchase price.

2. Buyer's deposits will be held in escrow until the sales contract is closed or cancelled.

3. Buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

4. What will happen if there is a default under the sales contract.

5. Seller to provide written verification that the dwelling can be rebuilt to its present size in the event dwelling is destroyed. Such verification may be provided after closing.

6. Allocation of payment of closing costs.

7. Buyer is buying the property "as is".

8. Property Disclosure Statement containing certain disclosures pertaining to the property.

The sales contract contains various other provisions which the buyer should become acquainted with.

EXHIBIT F

Summary of Escrow Agreement

The escrow agreement sets up an arrangement under which the deposits a buyer makes under a sales contract will be held by a neutral party ("Escrow"). Under the escrow agreement these things will or may happen:

(a) Escrow will collect payments due pursuant to the sales contract.

(b) Escrow will deposit all monies received pursuant to the sales contract in a special account with a financial institution.

(c) Escrow will let buyers know when payments are due.

(d) The escrow agreement says under what conditions escrow will disburse buyer's funds.

(e) The escrow agreement says under what conditions buyer's funds will be refunded if buyer cancels the sales contract.

(f) The escrow agreement says what will happen to a buyer's funds upon default under the sales contract.

(g) Escrow will arrange for and supervise the signing of all necessary documents.

(h) The escrow agreement sets forth Escrow's responsibilities in the event of any disputes.

The escrow agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

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

Ex92-22

February 18, 1992

Mr. Abe Lee, President
Abe Lee Development, Inc.
2907 Loomis Street
Honolulu, Hawaii 96822

Dear Mr. Lee:

Subject: Condominium Conversion Project
129 Rose Street
Tax Map Key: 7-4-14: 24

This is in reply to your letter dated September 20, 1991 requesting verification that the five 1-story one-family detached dwellings located at 129 Rose Street met all applicable code requirements at the time of construction.

Investigation revealed that the five dwellings met the applicable code requirements when they were constructed in 1963 and 1964.

The five dwellings are considered nonconforming because the current Land Use Ordinance requires a site development plan or a subdivision before three or more dwellings can be constructed on this property. If any of the dwellings are destroyed by any means to an extent of more than 50 percent of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of the Land Use Ordinance Section 3.120 D unless an existing use permit is obtained from the Department of Land Utilization prior to the destruction.

For your information, the Building Department cannot determine whether this project contains any other legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.

EXHIBIT G

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 527-6341.

Very truly yours,

HERBERT K. MURAOKA
Director and
Building Superintendent

Subscribed and sworn to
before me this 19th day of
February, 1992.

Notary Public, First Judicial Circuit
State of Hawaii
My commission expires: June 21, 1995