# CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer GENTRY HOMES, LTD.
Address 94-539 Puahi Street, Waipahu, Hawaii 96797

Project Name(*): SUN RISE, PHASE F
Address: 91-247 (Bldg. 21), 91-245 (Bldg. 22), 91-243 (Bldg. 23), 91-241 (Bldg. 24) & 91-237 (Bldg. 25) Hanapouli Circle, Ewa Beach, Hawaii 96706

Registration No. 2735

Effective date: March 12, 1993
Expiration date: April 12, 1994

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

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 by the developer when complete information is filed.

X FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
[ ] No prior reports have been issued.
[X] This report supersedes all prior public reports.
[ ] This report must be read together with _____

___ SUPPLEMENTARY: (pink) This report updates information contained in the:
[ ] Preliminary Public Report dated: _____
[ ] Final Public Report dated: _____
[ ] Supplementary Public Report dated: _____

And [ ] Supersedes all prior public reports
[ ] Must be read together with _____
[ ] This report reactivates the _____
public report(s) which expired on _____

(*) Exactly as named in the Declaration

FORM: RECO-30 286/986/189/1190/892

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required and attached to this report [ 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.

[ ] No prior reports have been issued by the developer.

[ X ] Changes made are as follows:

Since the Preliminary Public Report was issued, the entire SUN RISE Project was resubdivided by Land Court Order No. 110000, recorded on December 24, 1992. As a result the land area cited in section III B on page 9 has been revised to reflect the correct land area. The encumbrances cited on Exhibit "C" have been updated. Section V C (4) on page 20A has also been updated to reflect the new Lot No. and Map No.

Exhibit "A" of this Final Public Report also revises the parking stall assignments for the Project.

SPECIAL ATTENTION

The Developer has disclosed that the project is one of a number of phases of SUN RISE project which will be merged administratively when all phases are completed.

See page 16.

The prospective purchaser is cautioned to carefully review the documents for more detailed information regarding the Project.

Also note Additional Information on Pages 20 and 20A.

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EXHIBIT A: APARTMENT DESCRIPTION, PARKING STALL ASSIGNMENTS AND COMMON INTEREST
EXHIBIT B: COMMON ELEMENTS
EXHIBIT C: ENCUMBRANCES AGAINST TITLE
EXHIBIT D: ESTIMATE OF INITIAL MAINTENANCE FEES
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EXHIBIT I:

## General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the *Condominium Property Act, Chapter 514A, Hawaii Revised Statutes*, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

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 owners/tenants) 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 at the lessee's expense. 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 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 project's 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 the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the 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 important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

## I. PERSONS CONNECTED WITH THE PROJECT

Developer:

GENTRY HOMES, LTD.
Name

Phone: (808) 671-6411
(Business)

94-539 Puahi Street
Business Address
Waipahu, Hawaii 96797

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

JOSEPH J. RAMIA -- President
NORMAN H. GENTRY and JEFFREY K. BROWN -- Vice President
DAWN SUYENAGA -- Assistant Vice President/ Secretary
LINDA F. K. NAKATA -- Treasurer

Real Estate Broker:

GENTRY REALTY, LTD.
Name

Phone: (808) 671-6411
(Business)

94-539 Puahi Street
Business Address
Waipahu, Hawaii 96797

Escrow:

SECURITY TITLE CORPORATION
Name

Phone: (808) 521-9511
(Business)

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

General Contractor:

DEVELOPER IS OWNER-BUILDER
Name

Phone: _____
(Business)

Business Address

Condominium Managing Agent:

CHANEY, BROOKS & COMPANY
Name

Phone: (808) 544-1600
(Business)

606 Coral Street
Business Address
Honolulu, Hawaii 96813

Attorney for Developer:

DAWN SUYENAGA/MELINDA CHING
Name

Phone: (808) 599-8200
(Business)

560 North Nimitz Hwy., #212
Business Address
Honolulu, Hawaii 96817

## 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. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and 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.

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. 1996333

The Declaration referred to above has been amended by the following instruments [state name of document, date 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 Conveyances Condo Map No. _____
[X] Filed - Land Court Condo Map No. 956

The Condominium Map has been amended by the following instruments [state name of document, date 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 manner in which meetings will be conducted, whether pets are prohibited or allowed 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. 1996334

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

D. House Rules. The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. 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 | — | 51% |

* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. Developer:

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

[XX] Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules: The Developer has reserved the right to make any changes to said documents, and any other documents affecting this Project, as may be required by law, any title insurance company, or as Developer decides is necessary, all without the consent or approval of the Purchaser, provided that the changes do not substantially impair the prospective use and enjoyment of the apartments; materially alter the arrangement of the rooms or reduce the usable space within the apartment; render unenforceable the Purchaser's mortgage loan commitment; increase Purchaser's share of common expenses or reduce the obligations of the Seller for common expenses on unsold apartments. Developer also reserves the right to file the as-built verified statement required by Section 514A-12, Hawaii Revised Statutes, as amended, and also to make any changes to the documents necessary in connection with the merger of this Project as set forth in paragraph H, page 16 of this report.

## III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

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

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/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

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.

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

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 at the lessee's expense; 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:

## IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 91-247 (Bldg. 21), 91-245 (Bldg. 22), 91-243 (Bldg. 23)
91-241 (Bldg. 24) and 91-237 (Bldg. 25)
Hanapouli Circle, Ewa Beach, Hawaii 96706

Tax Map Key: (1) 9-1-61-7 (por.)
(TMK)

[ ] Address [X] TMK is expected to change because of recent phase subdivision.

Land Area: 65,558 [XX] square feet [ ] acre(s) Zoning: A-1

~~Lessor~~
(Fee Owner): GENTRY HOMES, LTD.
Name
94-539 Puahi Street
Address
Waipahu, Hawaii 96797

Sublessor: _____
Name
_____
Address
_____

C. Buildings and Other Improvements:

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

2. Number of Buildings: 5 Floors Per Building 3

[ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

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

[ X ] Other Asphalt Shingles; Composition Siding

4. Permitted Uses by Zoning:

| | No. of Apts. | Use Permitted By Zoning | | No. of Apts. | Use Determined By Zoning |
|---|---|---|---|---|---|
| [XX] Residential | 50 | [X] Yes [ ] No | [ ] Ohana | ____ | [ ] Yes [ ] No |
| [ ] Commercial | ____ | [ ] Yes [ ] No | [ ] Industrial | ____ | [ ] Yes [ ] No |
| [ ] Mix Res/Comm | ____ | [ ] Yes [ ] No | [ ] Agricultural | ____ | [ ] Yes [ ] No |
| [ ] Hotel | ____ | [ ] Yes [ ] No | [ ] Recreational | ____ | [ ] Yes [ ] No |
| [ ] Timeshare | ____ | [ ] Yes [ ] No | [ ] Other:_____ | ____ | [ ] Yes [ ] No |

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

5. Special Use Restrictions:

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

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

[ ] Number of Occupants: _____

[XX] Other: Apartment cannot be used for transient or hotel use. The apartment cannot be sold, rented or used for "time share", "time interval", "vacation license" or "travel club membership".

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: NONE Stairways: ALL EXTERIOR Trash Chutes: NONE

| Apt. Type | Quantity | Br/Bath | Net Living Area (sf) | Lanai/Patio (sf) |
|---|---|---|---|---|
| 4 | 40 | 2/2 | 811 | ** (See Note Below) |
| 5 | 10 | 2/2 | 830 | " " |

Total Apartments: 50

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

**NOTE: Courtyard and lanai configurations and sizes may vary due to jobsite conditions.

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

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

7. Parking Stalls:

Total Parking Stalls: 109

99 parking stalls are located in the Project. 10 parking stalls are located in the Parking Garage. See pages 2 and 3 of Exhibit "A".

| | Regular | | Compact | | Parking Garage (Compact) | | |
|---|---|---|---|---|---|---|---|
| | covered | open | covered | open | covered | open | TOTAL |
| Assigned (for each unit) | 50 | 28 | | 12 | 10 | | 100 |
| Guest | | | | 9 | | | 9 |
| Unassigned | | | | | | | |
| Extra for Purchase | | | | | | | |
| Other: | | | | | | | |
| Total Covered & Open | 78 | | 21 | | 10 | | 109 |

Each apartment will have the exclusive use of at least one (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.

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

8. Recreational and Other Common Facilities:

[XX] There are no recreational or common facilities. (See paragraph 5 on page 20A.)

[ ] Swimming pool [ ] Storage Area [ ] Recreation Area

[ ] Laundry Area [ ] Tennis Court [ ] Trash Chute

[X] Other: Parking Garage. See paragraph 6 on page 20A.

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

[XX] There are no violations. [ ] Violations will not be cured.

[ ] Violations and cost to cure are listed below. [ ] Violations will be cured by_____

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):

NOT APPLICABLE

11. Conformance to Present Zoning Code

a. [XX] 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 | | |
| 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 other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

[X] described in Exhibit B.

[ ] 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 use them, as described in the Declaration, are:

[ ] described in Exhibit _____.

[X] as follows:

(a) Lanais and courtyards, where applicable;
(b) Mailbox bearing the same designation as the apartment;
(c) Parking Stalls as designated on Exhibit "A";
(d) Storage closets as shown on the Condominium Map; and
(e) All other common elements which are rationally related to less then all of the apartments in the Project.

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 used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

[X] described in Exhibit A.

[ ] as follows:

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit C describes the encumbrances against the title contained in the title report dated February 9, 1993 and issued by Security Title Corporation.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien 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.

[ X] 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. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

| Type of Lien | Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance |
|---|---|
| Mortgage | Lender has priority over Purchaser's rights under a sales contract, and has a right to terminate sales contracts upon foreclosure of its mortgage before an apartment sale is closed. Should the lender terminate Purchaser's sales contract, Purchaser shall be entitled to a refund of all deposits less a nominal cancellation fee. |

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

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

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

G. Status of Construction and Estimated Completion Date:

Construction on the Project is expected to be completed in August 1993.

H. Project Phases:

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

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

The project is the fourth Phase of SUN RISE project which is ultimately planned to consist of 408 apartments to be developed in eleven separate phases. Each phase, with the exception of Phase A, will be a separate condominium project. Phase A will consist of the Parking Garage and the Recreation Center, which will be built on Lot 7211-A-1, L.C. Map 620, L.C. App. 1069. The Developer intends to merge some or all of the phases for purposes of administration and use so that the management, control, administration and use of the ten condominium projects will be unified under one or more associations of apartment owners. The merger will only affect the administration and use of the phases and will affect each owners' proportionate share of common expenses. It will not affect the ownership of the apartments nor their appurtenant common interests in their respective phases.

The apartments in each phase will be substantially similar in design and construction. None of the phases shall contain particular facilities or amenities which could substantially increase the upkeep or maintenance of the entire project.

## IV. CONDOMINIUM MANAGEMENT

A. 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 condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium 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 condominium managing agent for this project, named on page five (5) of this report, is:

[XX] not affiliated with the Developer
[ ] self-managed by the Association of Apartment Owners
[ ] the Developer or the Developer's affiliate.
[ ] other _____

B. 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.

Exhibit D contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

C. 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:

[ ] None
[X] Electricity (common elements only)
[ ] Gas
[X] Water
[X] Sewer
[ ] Television Cable
[XX] Other Refuse collection; telephone (resident manager)

## V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

[XX] Notice to Owner Occupants

[XX] Specimen Sales Contract
Exhibit E contains a summary of the pertinent provisions of the sales contract.

[XX] Escrow Agreement dated August 3, 1992
Exhibit F contains a summary of the pertinent provisions of the escrow agreement.

[ ] Other_____

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

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 or Supplementary Report to a Final Report: Sales made by the developer are binding if:

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

A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; AND
B) 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.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
B) Declaration of Condominium Property Regime.
C) Bylaws of the Association of Apartment Owners.
D) House Rules.
E) Condominium Map.
F) Escrow Agreement.
G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
H) Other Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions
(See paragraph 7 on page 20A.)

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 Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P. O. Box 541, Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 2735 filed with the Real Estate Commission on October 9, 1992

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## C. ADDITIONAL INFORMATION NOT COVERED ABOVE

1. Construction of SUN RISE will be going on for several months after the first units are sold. This ongoing construction will create dust, noise and increased traffic in the vicinity of your unit. Also, certain hazardous conditions relating to the construction may exist for a period of time.

2. The Developer has reserved the right to the respective associations of apartment owners of SUN RISE to purchase an apartment in one of the phases of SUN RISE which the associations may use a lodging for a resident manager. The Developer will select an apartment unit and offer the unit for purchase by the respective associations of SUN RISE.

3. The Developer has no control over certain activities on adjacent property owned by others ("Activities on Adjacent Land"). For example:

a. The Project is located in the vicinity of several military installations, including Barber's Point Naval Air Station and the West Loch Branch of the Lualualei Naval Magazine ("West Loch"). In the event of military action, these military installations are sensitive areas. The Navy has denoted an area east of the Project as an Explosive Safety Hazard Zone in connection with munitions which may be loaded onto ships at West Loch. The Navy has represented that the boundary of said area represents the probable limit of any impact on the adjacent community.

b. The Project is located in the vicinity of a commercial airport (Honolulu International Airport) and a military air base (Barber's Point Naval Air Station) and there is a likelihood of noise from planes passing overhead or nearby. The 1987 Noise Contour Map of the Honolulu International Airport Plan shows the Property located in an area subject to noise levels of 55 Ldn.

c. The Project is near or adjacent to land that is used for the cultivation and harvesting of sugar cane and other agricultural products. The sugar cane fields are burned when seasonally appropriate. The Grantee acknowledges that the Hawaii Right-to-Farm Act (H.R.S. Ch. 165) and Hawaii law limit the types of farm activities that may be deemed a nuisance.

d. The Project is located near the Honouliuli Waste Treatment Plant, which generates odors and which will be expanded in the future to accommodate increased usage. The City and County of Honolulu has informed the Developer that the Sierra Club and Hawaii's Thousand Friends filed suit on December 24, 1991 against the City and County of Honolulu for failure to meet the July 1, 1988 deadline to implement secondary treatment requirements at the Honouliuli Wastewater Treatment Plant. In the Court's decision, Federal Judge Harold Fong ruled that the City is indeed in violation of the deadline. A trial to decide remedies began on January 5, 1993. A possible outcome of the trial is that the Court may prevent the City from increasing wastewater flows to the Honouliuli Waste Treatment Plant. This would mean that all projects which have not yet physically connected to the municipal sewer system, including those projects with prior sewer connection and building permit approvals, would <u>not</u> be allowed to complete their sewer connection until secondary treatment improvements are implemented at the Honouliuli Waste Treatment Plant. The Developer has no control over this matter.

e. The Project is located near Geiger Road, a major thoroughfare, which may be used by the Department of the Navy in transporting aircraft and munitions, a community park, and a commercial site. The Developer does not have any knowledge of the development plans for the commercial site.

These Activities on Adjacent Land may cause some unpleasant odors, surface water runoff, noise, dust, smoke and other unpleasant effects that may bother or be a nuisance to Buyer and other occupants and invitees of the Project. In the Apartment Deed, each buyer, for himself, his heirs, personal and legal representatives and assigns, will release, indemnify and hold harmless the Developer

and any of its related entities, the Trustees of the Estate of James Campbell, Deceased, and Oahu Sugar Company, Limited and their respective officers, directors, employees, agents, successors, and successors-in-trust and assigns from and against any and all liability, claims or expenses relating to any claim made by the Buyer or any person using or occupying the apartment to be purchased, arising directly or indirectly from the Activities on Adjacent Land. However, the person or entity whose actions or omissions are the direct cause of any damage to a buyer shall be responsible for the consequences or results of its own gross negligence, willful misconduct or violation of applicable law.

4. The overall SUN RISE project consists of ten separate condominium projects and one recreation center/parking garage complex, each built on a separate lot. Phase A, Lot 7211-A-1, L.C. Map 620, L.C. App 1069 , is located in the center of the SUN RISE project and will consist of the Parking Garage and the Recreation Center. Lot 7211-A-6, L.C. Map 620, L.C. App 1069 on which Phase F (this Project) is situated consists of 65,558 square feet. The entire SUN RISE project, including the Recreation Center and Parking Garage, will occupy approximately 11.710 acres.

5. There are no recreational amenities within SUN RISE, Phase F project itself; however, the Declaration discloses that the Developer will develop a Recreation Center on Lot 7211-A-1, L.C. Map 620, L.C. App. 1069. The Developer shall convey, and the Association of Apartment Owners shall be obligated to accept fee simple title to the Recreation Center after the administrative merger of the phases. The administrative merger is more fully described in paragraph H on page 16 of this public report and in paragraph 16 of the Declaration. The Recreation Center improvements will include a swimming pool and shower facilities and will be available for use by all of the apartment owners of the overall SUN RISE Project. The maintenance fees for this Project do not yet include the costs of operating the Recreation Center.

6. A Parking Garage which will serve all SUN RISE condominium projects will be constructed upon the lot with the Recreation Center as described above. Certain parking stalls in the Parking Garage are visitor parking stalls and may be used by all of the SUN RISE projects. The merged association shall be required to take fee simple title to the Parking Garage after the administrative merger of the phases as mentioned in Paragraph 5 above. The maintenance fees for this Project do not yet include the costs of maintaining the Parking Garage.

7. All apartment owners in SUN RISE, Phase F are automatically members of the Ewa by Gentry Community Association, a non-profit Hawaii corporation. All owners are therefore subject to the restrictions, covenants and conditions of the Ewa by Gentry Community Area Declaration of Covenants Conditions and Restrictions (See Item 6 of Exhibit "C") which govern the entire Ewa by Gentry community. The Community Association enforces the provisions of the Declaration of Covenants, Conditions and Restrictions to ensure a well maintained, safe and aesthetically pleasing community. Each owner pays dues to the Community Association in the amount of approximately $30 per quarter.

8. The sizes and configurations of the lanais and courtyards reflected on the Condominium Map are approximations only. Actual sizes and configurations may vary due to the placement and location of utilities and due to varying terrain surrounding each building.

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

GENTRY HOMES, LTD.

Name of Developer

By: Melinda Y. Ching
Duly Authorized Signatory

2/12/93
Date

MELINDA Y. CHING, Associate Corporate Counsel

print name & title of person signing above

Distribution:

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

EXHIBIT "A"

DESCRIPTION OF APARTMENT TYPES AND DESIGNATIONS:

**Model 4 (2 Bedroom/2 Bath) (811 sq. ft.)**

Two bedroom, two bath apartment containing a living room, dining room, kitchen, two bathrooms and two bedrooms. All model 4 apartments contain 811 square feet of NET LIVING AREA. In addition, the apartments have a limited common element lanai. Each apartment has a storage closet adjacent to the lanai and an additional storage closet adjacent to its parking stall in the garage area of the ten-plex building as shown on the Condominium Map.

**Model 5 (2 Bedroom/2 Bath) (830 sq. ft.)**

Two bedroom, two bath apartment containing a living room, dining room, kitchen, two bathrooms and two bedrooms. All model 5 apartments contain 830 square feet of NET LIVING AREA. In addition, the apartments have a limited common element fenced courtyard area. Each apartment has a storage closet adjacent to the courtyard and an additional storage closet adjacent to the apartment in the location shown on the Condominium Map.

NOTE: The sizes and configurations of the lanais and courtyards reflected on the Condominium Map are approximations only. Actual sizes and configurations may vary due to the placement and location of utilities and due to varying terrain surrounding each building.

BREAKDOWN OF MODELS
AND PERCENTAGE COMMON INTEREST FOR SUN RISE, PHASE F

| Model | Percentage Common Interest | | Number in Project | Total Percentage of Common Interest |
|---|---|---|---|---|
| 4 | 1.99 | x | 40 | 79.60% |
| 5 | 2.04 | x | 10 | 20.40% |
| | | | 50 | 100.00% |

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



C:md:SRF-PRPT

| Bldg. and Apt. | Apt. Model | Net Living Area (sq. ft.) | Floor Level | 1st Stall* | 2nd Stall |
|---|---|---|---|---|---|
| 21-A | 5 | 830 | 1 | A | 113* |
| 21-B | 4 | 811 | 2 | B | 112* |
| 21-C | 4 | 811 | 2 | C | 111* |
| 21-D | 4 | 811 | 3 | D | 108C* |
| 21-E | 4 | 811 | 3 | E | 107C* |
| 21-F | 5 | 830 | 1 | F | 106C* |
| 21-G | 4 | 811 | 2 | G | 105C* |
| 21-H | 4 | 811 | 2 | H | 104C* |
| 21-I | 4 | 811 | 3 | I | 103C* |
| 21-J | 4 | 811 | 3 | J | 102C* |
| 22-A | 5 | 830 | 1 | A | 80* |
| 22-B | 4 | 811 | 2 | B | 81* |
| 22-C | 4 | 811 | 2 | C | 82* |
| 22-D | 4 | 811 | 3 | D | 110* |
| 22-E | 4 | 811 | 3 | E | 109* |
| 22-F | 5 | 830 | 1 | F | 70* |
| 22-G | 4 | 811 | 2 | G | 71* |
| 22-H | 4 | 811 | 2 | H | 72* |
| 22-I | 4 | 811 | 3 | I | 73* |
| 22-J | 4 | 811 | 3 | J | 74* |
| 23-A | 5 | 830 | 1 | A | 97* |
| 23-B | 4 | 811 | 2 | B | 98* |
| 23-C | 4 | 811 | 2 | C | 99* |
| 23-D | 4 | 811 | 3 | D | 100* |
| 23-E | 4 | 811 | 3 | E | 101* |
| 23-F | 5 | 830 | 1 | F | 75* |
| 23-G | 4 | 811 | 2 | G | 76* |
| 23-H | 4 | 811 | 2 | H | 77* |
| 23-I | 4 | 811 | 3 | I | 78* |
| 23-J | 4 | 811 | 3 | J | 79* |
| 24-A | 5 | 830 | 1 | A | 118* |
| 24-B | 4 | 811 | 2 | B | 117* |
| 24-C | 4 | 811 | 2 | C | 116* |
| 24-D | 4 | 811 | 3 | D | 115* |
| 24-E | 4 | 811 | 3 | E | 114* |
| 24-F | 5 | 830 | 1 | F | 123C* |
| 24-G | 4 | 811 | 2 | G | 122C* |
| 24-H | 4 | 811 | 2 | H | 121C* |
| 24-I | 4 | 811 | 3 | I | 120C* |
| 24-J | 4 | 811 | 3 | J | 119C* |

| Bldg. and Apt. | Apt. Model | Net Living Area (sq. ft.) | Floor Level | 1st Stall* | 2nd Stall |
|---|---|---|---|---|---|
| 25-A | 5 | 830 | 1 | A | 286** |
| 25-B | 4 | 811 | 2 | B | 287** |
| 25-C | 4 | 811 | 2 | C | 288** |
| 25-D | 4 | 811 | 3 | D | 289** |
| 25-E | 4 | 811 | 3 | E | 290** |
| 25-F | 5 | 830 | 1 | F | 247** |
| 25-G | 4 | 811 | 2 | G | 246** |
| 25-H | 4 | 811 | 2 | H | 245** |
| 25-I | 4 | 811 | 3 | I | 244** |
| 25-J | 4 | 811 | 3 | J | 243** |

NOTE: Compact stalls are designated with a "C" next to the stall number.

* These parking stalls are limited common elements located within the Project. Stall Nos. A through J in Buildings 21, 22, 23, 24 and 25 are covered parking stalls. The rest of the parking stalls are uncovered.

** These covered parking stalls are located within the lower level of the Parking Garage and are not limited common elements. See Paragraph 10 [Recreation Area and Parking Garage] of the Declaration.

In addition to the foregoing parking stall assignments, Parking Stall Nos. 56C, 57C, 58C, 59C, 60C, 61C, 124C, 125C and 126C are visitor parking stalls and are part of the common elements. Visitors may also use any of the designated visitor parking stalls located in the Parking Garage.

END OF EXHIBIT "A"

## EXHIBIT "B"

### Common Elements

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

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

3. All yards, gardens, planting areas, fences and trash collection areas;

4. The carports and parking areas, including uncovered visitor parking stalls;

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

Encumbrances Against Title

1. Real property taxes as may be due and owing. Reference is made to the Office of the Tax Assessor, City and County of Honolulu.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. Grant of Easement for utility purposes made in favor of Hawaiian Electric Company, Inc. dated May 25, 1960 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 261268. *(Developer intends to record a document to release this encumbrance prior to conveyance of apartment to purchaser.)*

4. Grant of Easement for utility purposes made in favor of Hawaiian Electric Company, Inc., and Hawaiian Telephone Company, now known as GTE Hawaiian Telephone Company Incorporated dated January 5, 1978 and recorded in said Office of the Assistant Registrar as Document No. 877212. *(Developer intends to record a document to release this encumbrance prior to conveyance of apartment to purchaser.)*

5. The terms, covenants, conditions and provisions of that certain Unilateral Agreement and Declaration for Conditional Zoning dated September 4, 1984, recorded in said Office of the Assistant Registrar as Document No. 1256439. The terms, covenants, conditions and provisions of said Unilateral Agreement were amended by that certain Unilateral Agreement and Declaration for Conditional Zoning dated March 11, 1991 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-031327 (the "1991 Unilateral Agreement"). The 1991 Unilateral Agreement also subjected additional property to the terms covenants and conditions contained therein.

6. Restrictions, covenants and conditions as contained in that certain Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restriction dated July 21, 1988, recorded in said Office of the Assistant Registrar as Document No. 1568352, as amended by instrument dated May 30, 1989, recorded in said Office of the Assistant Registrar as Document No. 1652869, as further amended by instrument dated June 21, 1991, recorded in the said Office of the Assistant Registrar as Document No. 1888053, and as may be further amended from time to time. The Project property was made subject to the above Declaration of Covenants, Conditions and Restrictions by that certain Declaration of Addition of Real Property dated January 25, 1993, recorded in said Office of the Assistant Registrar as Document No. 1992585. *(See Item 7 on page 20A.)*

7. Rights, easements, privileges and reservations thereof and certain terms, conditions and provisions, as set forth in that certain Limited Warranty Deed dated January 4, 1989 and recorded in said Office of the Assistant Registrar as Document No. 1605407.

8. Rights, easements, privileges and reservations thereof and certain terms, conditions and provisions, as set forth in that certain Limited Warranty Deed dated May 22, 1991 and recorded in said Office of the Assistant Registrar as Document No. 1821997.

9. Rights, easements, privileges and reservations thereof and certain terms, conditions and provisions, as set forth in that certain Deed dated September 17, 1992 and recorded in said Office of the Assistant Registrar as Document No. 1955259.

10. That certain Mortgage and Security Agreement dated September 10, 1992 and recorded in said Office of the Assistant Registrar as Document No. 1955260. *(Developer intends to record a document to release this encumbrance prior to conveyance of apartment to purchaser.)*

11. That certain Financing Statement made by Gentry Homes, Ltd., in favor of Bank of Hawaii and recorded in the Bureau of Conveyances of the State of Hawaii on September 28, 1992 as Document No. 92-182179. *(Developer intends to record a document to release this encumbrance prior to conveyance of apartment to purchaser.)*

12. Easement 3412 (area 46,091 square feet) for access and utility purposes, as shown on Map 620, as set forth by Land Court Order No. 110000, recorded in said Office of the Assistant Registrar on December 24, 1992.

13. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions as contained in that certain Agreement for Issuance of Conditional Use Permit Under Section 4.40-21 of the Land Use Ordinance (LUO) dated January 19, 1993 and recorded in said Office of the Assistant Registrar as Document No. 1991719.

14. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the Declaration of Condominium Property Regime of SUN RISE, Phase F dated February 3, 1993, recorded in said Office of the Assistant Registrar as Document No. 1996333 and Condominium Map No. 956, to which reference is hereby made.

15. By-Laws of the Association of Apartment Owners of SUN RISE, Phase F dated February 3, 1993, recorded in said Office of the Assistant Registrar as Document No. 1996334.

END OF EXHIBIT "C"

EXHIBIT "D" -- Page 1 of 2
SUN RISE, PHASE F

ESTIMATE OF INITIAL MAINTENANCE FEES
(Prior to Merger)

| Apartment Model | Monthly Fee x 12 | Yearly Total |
|---|---|---|
| 4 (40 units) | $116.97 | $1,403.64 |
| 5 (10 units) | 119.92 | 1,439.04 |

The Developer has reserved the right to merge all of the phases of SUN RISE as set forth in the Declaration. The Developer does not know at this time when the phases of SUN RISE can be merged. Should the phases be merged, the maintenance fees will be recalculated based upon the projects' expenses for the merged phases. No budget or estimate of maintenance fees for SUN RISE project after the merger of all or some of the phases is available at this time.

The foregoing maintenance fees do not include the dues payable to the Ewa by Gentry Community Association. At the present time, those dues are $30 per quarter.

Included in the above estimates are the resident manager's salary and rental of the resident manager's apartment.

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

# SUN RISE, INCREMENT F
(50 Units)

## Estimated Annual Common Expense

| | MONTHLY | ANNUAL |
|---|---|---|
| **Utilities and Services** | | |
| Electricity (common elements only) | 221 | 2,652 |
| Refuse collection | 313 | 3,756 |
| Telephone | 5 | 60 |
| Water and sewer | 1,080 | 12,960 |
| **Maintenance, Repairs and Supplies** | | |
| Building | 250 | 3,000 |
| Grounds | 750 | 9,000 |
| Equipment | 75 | 900 |
| **Management** | | |
| Management Fee | 530 | 6,360 |
| Payroll and payroll taxes | 369 | 4,428 |
| Office Expenses | 125 | 1,500 |
| **Insurance** | 1,080 | 12,960 |
| **Reserves** | 780 | 9,360 |
| **Taxes and Government Assessments** | 25 | 300 |
| **Audit and Tax Preparation** | 150 | 1,800 |
| **Other** | 125 | 1,500 |
| TOTAL DISBURSEMENTS | 5,878 | 70,536 |

We, Chaney, Brooks & Company, as managing agent for the condominium project, hereby certify that the above estimates of initial maintenance fee assessments and the monthly cash operating costs were prepared in accordance with generally accepted accounting principals. The information contained herein is based on the data available to us at this time.

Linda T. Alexander
Vice President

8/6/92
Date

8/6/92

## EXHIBIT "E"

## SUMMARY OF SALES CONTRACT

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

1. The buyer of the apartment must live in the apartment for at least 365 consecutive days.

2. Buyer has certain obligations if the buyer wants a mortgage loan to cover part of the purchase price.

3. A buyer's money will be held in escrow, under the terms of the Escrow Agreement.

4. A buyer will not receive interest on deposits made under the Sales Contract.

5. The apartment will be subject to various other legal documents which the buyer should examine.

6. The Project will be subject to ongoing construction and sales activities which may result in certain annoyances to buyer.

7. The Seller has no control over certain activities on adjacent property owned by others including agriculture, military, utility and aviation. These activities may cause some inconveniences to the buyers. The buyer will indemnify the Seller and the owners of the properties involved except in cases of negligence or willful misconduct.

8. Under certain circumstances where the apartment is ready for occupancy and the buyer has not completed his financing arrangements for the purchase of the apartment, buyer will be responsible for all of the Seller's expenses as a result of buyer's delay.

9. The Seller has reserved the right to administratively merge the phases of SUN RISE.

10. In the event of default under the sales contract:

By Buyer:

a. Seller may cancel the sales contract and retain Buyer's initial deposit;
b. Seller may file a lawsuit for damages;
c. Seller may file a lawsuit for "specific performance"; and
d. Buyer shall be responsible for expenses incurred.

By Seller:

a. Buyer may file a lawsuit for "specific performance";
b. Buyer may cancel the sales contract and Seller will return all deposits, without interest;
c. Buyer has all remedies available at law and in equity.

## END OF EXHIBIT "E"

## EXHIBIT "F"

## SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement describes the arrangement under which the deposits a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow") and the circumstances under which the following will occur:

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

2. Interest on buyer's deposits will accrue in favor of the Seller and not the buyer unless the parties specifically provide otherwise.

3. Escrow will arrange for buyers to sign all necessary documents.

4. The Escrow Agreement describes the conditions upon which a refund will be made to a buyer.

5. The Escrow Agreement describes what will happen to a buyers' funds if a party defaults under the Sales Contract.

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

END OF EXHIBIT "F"