

CONDOMINIUM PUBLIC REPORT

Prepared &

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

Project Name(*): THE ARBORS, INCREMENT A
Address: 91-950 (Bldg. 42), 91-932 (Bldg. 45) and 91-938 (Bldg. 46) La'aulu Street
EWA BEACH, HAWAII 96706

Registration No. 2771

Effective date: February 3, 1993
Expiration date: March 3, 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: 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. (yellow)

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

SUPPLEMENTARY: This report updates information contained in the: (pink)
[] 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

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report 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.

Changes made are as follows:

SPECIAL ATTENTION

The Developer has disclosed that the project is one of a number of phases of THE ARBORS 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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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
94-539 Puahi Street
Business Address
Waipahu, Hawaii 96797

Phone: (808) 671-6411
(Business)

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
94-539 Puahi Street
Business Address
Waipahu, Hawaii 96797

Phone: (808) 671-6411
(Business)

Escrow:

SECURITY TITLE CORPORATION
Name
1200 Pacific Tower, 1001 Bishop Street
Business Address
Honolulu, Hawaii 96813

Phone: (808) 521-9511
(Business)

General Contractor:

DEVELOPER IS OWNER-BUILDER
Name

Business Address

Phone: _____
(Business)

Condominium Managing Agent:

CHANEY, BROOKS & COMPANY
Name
606 Coral Street
Business Address
Honolulu, Hawaii 96813

Phone: (808) 544-1600
(Business)

Attorney for Developer:

DAWN SUYENAGA/MELINDA CHING
Name
560 North Nimitz Hwy., #212
Business Address
Honolulu, Hawaii 96817

Phone: (808) 599-8200
(Business)

**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 _____
 Filed - Land Court: Document No. 1982588

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. _____
 Filed - Land Court Condo Map No. 943

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 _____
 Filed - Land Court: Document No. 1982589

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 Adopted Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents**

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>51%</u>

* 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.

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:

- 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: 91-950 (Bldg. 42), 91-932 (Bldg. 45) and 91-938 (Bldg. 46) La'aulu Street, Ewa Beach HI 96706 Tax Map Key: (1) 9-1-61-4 (TMK)

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

Land Area: 1,293 [] square feet [X] acre(s) Zoning: A-1

XXXXXX

~~Lessor~~

(Fee Owner): GENTRY HOMES, LTD.

Name
94-539 Puahi Street

Address
Waipahu, Hawaii 96797

Sublessor: _____

Name

Address

C. Buildings and Other Improvements:

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

2. Number of Buildings: 3 Floors Per Building 2

Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other Asphalt Shingles; Composition siding

4. Permitted Uses by Zoning:

	<u>No. of</u>	<u>Use Permitted</u>		<u>No. of</u>	<u>Use Determined</u>
	<u>Apts.</u>	<u>By Zoning</u>		<u>Apts.</u>	<u>By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>18</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ohana	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Industrial	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Agricultural	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Recreational	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Other: _____	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

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:

- Pets: Dogs, cats and other household pets limited to two in number and subject to compliance with provisions of House Rules.
- Number of Occupants: _____
- 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: Exterior stairways to Type 1A only.
All other 2nd floor units have interior stairways Trash Chutes: NONE

<u>Apt. Type</u>	<u>Quantity</u>	<u>Br/Bath</u>	<u>Net Living Area (sf)</u>	<u>Lanai/Patio (sf)</u>
1	3	2/2	1,009	** (See Note Below)
1A	3	2/2	1,009	" "
2	2	2/2	1,098	" "
3	2	2/2	1,010	" "
4	2	3/3	1,526	" "
4A	3	3/3	1,526	" "
5	2	2/2	1,060	" "
5A	1	2/2	1,079	" "

Total Apartments: 18

*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 included 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 with only the approval of the Board of Directors of the Association of Apartment Owners and any other apartment owner directly affected.

11. Conformance to Present Zoning Code

- a. No variances to zoning code have been granted.
 Variance(s) to zoning code was/were granted as follows:

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

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

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

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

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

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

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

1. Common Elements: Common Elements are those parts of the condominium project 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:

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.

The limited common elements and the apartments which use them, as described in the Declaration, are:

described in Exhibit _____.

as follows:

- (a) The mailbox bearing the same designation as the apartment;
- (b) The fenced courtyard area adjoining the apartment (for apartments on the ground floor);
- (c) The lanai area adjacent to second story apartments; and
- (d) One two-stall parking garage per apartment which is appurtenant to and for the exclusive use of each apartment

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:

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 December 22, 1992 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.

[XX] 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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgage	Purchaser's interest may be terminated and 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 May 1993.

H. Project Phases:

The developer [] 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 tenth and last increment of The Arbors project which will consist of 289 apartments developed in ten separate increments. Each increment is a separate condominium project. The Developer intends to merge the ten increments for purposes of administration and use so that the management, control, administration and use of the ten condominium projects will be unified under one Association of Apartment Owners. The merger will only affect the administration and use of the increments and will affect each owners' proportionate share of common expenses. It will not affect the ownership of the apartments nor their appurtenant common interest in their respective increments.

The apartments in each increment will be substantially similar in design and construction, except for Increment F, which consists of four buildings of a slightly different design. None of the increments shall contain particular facilities or amenities which could substantially increase the upkeep or maintenance of the entire project.

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:

Notice to Owner Occupants

Specimen Sales Contract

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

Escrow Agreement dated June 5, 1991

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

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. 2771 filed with the Real Estate Commission on December 28, 1992

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IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

1. Construction of The Arbors 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 The Arbors to purchase an apartment in one of the increments of The Arbors which the associations may use as lodging for a resident manager. The apartment selected is currently being rented by the various associations of The Arbors. The costs associated with the Resident Manager are included in the maintenance fees shown in Exhibit "D" for the Project. At the time the various associations wish to purchase the apartment from the Developer, a fair market price will be agreed upon between the associations and the Developer. The associations will be responsible for financing the acquisitions.

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. This area is depicted on a map which is available for inspection in the sales office of the Developer. 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 Buyer 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 is scheduled to begin 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 not 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.

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 Property covered by this Sales Agreement, arising directly or indirectly from the Activities on Adjacent Land. However, any person or entity whose actions or omissions are the direct cause of any damage to the Buyer shall be responsible for the consequences or results of its own gross negligence, willful misconduct or violation of applicable law.

4. The Arbors projects are bordered on the mauka and Diamond Head sides by two major roadways (Kolowaka Drive and Ft. Weaver Road) and on the ewa and mauka sides by another condominium project called Palm Villas II. There are presently no plans to construct border fences or walls along these boundaries, but these plans are subject to change.

5. The Arbors project consists of eleven (11) lots. Each of the ten increments of The Arbors project (Increments A through J) will be constructed on one of the lots. The Recreation Center is constructed on the remaining lot adjacent to Increment B. The lot on which the Increment A project (this Project) is situated consists of 1.293 acres. The entire Arbors project, including the Recreation Center will occupy approximately 19.804 acres.

6. There are no recreational amenities within THE ARBORS, Increment A project itself; however, the Declaration discloses that the Developer will develop a Recreation Center on a separate lot in the vicinity of this Project. 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 19 of the Declaration.

The Recreation Center has been developed on Lot 7214, Map 582, adjacent to this Project. The Recreation Center improvements consist of a swimming pool, cabana, barbecue grills, meeting room and shower facilities. The Recreation Center is available for use by all of the apartment owners of the overall Arbors Project. The maintenance fees for this Project include the costs of operating the Recreation Center.

7. Building 45 of The Arbors, Increment A has been used as a models complex and sales office. Some of the apartments may continue to be used as model homes and a sales office until such time as all of The Arbors apartments are sold, which may result in increased traffic and noise in the area for a period of time. Building 46 will be built in the area where the parking lot is now located. Some of the landscaping and water features currently surrounding the models and sales office will be removed to accommodate Buildings 46 and 42.

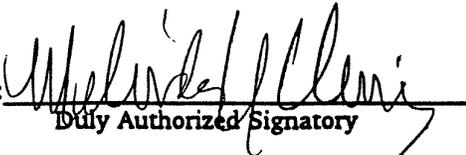
8. All apartment owners in THE ARBORS, Increment A are automatically members of the Ewa by Gentry Community Association, a non-profit Hawaii corporation. All owners are therefore subject to the restrictions, covenants and conditions of the Ewa by Gentry Community Area Declaration of Covenants Conditions and Restrictions (See Exhibit C, page 1) which govern the entire Ewa by Gentry community. The Community Association enforces the provisions of the Declaration of Covenants, Conditions and Restrictions (See Item 4 of Exhibit "C") 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.

9. 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: 
Duly Authorized Signatory

December 28, 1992

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:

TYPE 1 -- (Two bedroom, two bath)

(Interior net living area: approximately 1,009 square feet; garage: approximately 485 square feet for the 7-plex and approximately 442 square feet for the 4-plex.) All Type 1 apartments are on the ground floor and contain two (2) bedrooms, two (2) baths, a separate kitchen and living/dining room. Each apartment also has a fenced courtyard and a two (2) car enclosed garage as limited common elements. All Type 1 apartments have been modified to be accessible and adaptable according to federal regulations.

TYPE 1A - (Two bedroom, two bath)

(Interior net living area: approximately 1,009 square feet; garage: approximately 408 square feet for the 7-plex and approximately 382 for the 4-plex.) All Type 1A apartments are on the second floor and contain two (2) bedrooms, two (2) baths, a separate kitchen and a living/dining room. Each apartment also has a lanai and a two (2) car enclosed garage as limited common elements. Each apartment has exterior stairway access to the ground floor.

TYPE 2 - (Two bedroom, two bath)

(Interior net living area: approximately 1,098 square feet; garage: approximately 526 square feet.) Type 2 apartments are on the second floor and each contain two (2) bedrooms, two (2) baths, a separate kitchen and a living/dining room. Each apartment also has a lanai, a courtyard and a two (2) car enclosed garage as limited common elements. Each apartment has direct ground floor access and an interior stairway to the second floor.

TYPE 3 - (Two bedroom, two bath)

(Interior net living area: approximately 1010 square feet; garage: approximately 461 square feet.) All Type 3 apartments are on the second floor and contain two (2) bedrooms, two (2) baths, a separate kitchen and a living/dining room. Each apartment also has a lanai and a two (2) car enclosed garage as limited common elements. Each apartment has direct ground floor access and an interior stairway to the second floor.

TYPE 4 - (Three bedroom, three bath)

(Interior net living area: approximately 1,526 square feet; garage: approximately 462 square feet.) All Type 4 apartments are two (2) floors, with two (2) bedrooms and two (2) baths on the second floor and one bedroom, one bath, a separate kitchen and a living/dining room on the ground floor. Each apartment also has a courtyard and a two (2) car enclosed garage as limited common elements.

TYPE 4A - (Three bedroom, three bath)

(Interior net living area: approximately 1,526 square feet; garage: approximately 453 square feet.) All Type 4 apartments are two (2) floors, with two (2) bedrooms and two (2) baths on the second floor and one bedroom, one bath, a separate kitchen and a living/dining room on the ground floor. Each apartment also has a courtyard and a two (2) car enclosed garage as limited common elements.

TYPE 5 - (Two bedroom, two bath)

(Interior net living area: approximately 1060 square feet; garage: approximately 460 square feet.) All Type 5 apartments are on the second floor and contain two (2) bedrooms, two (2) baths, a separate kitchen and a living/dining room. Each apartment also has a lanai and a two (2) car enclosed garage as limited common elements. Each apartment has direct ground floor access and an interior stairway to the second floor.

TYPE 5A - (Two bedroom, two bath)

(Interior net living area: approximately 1079 square feet; garage: approximately 404 square feet.) All Type 5A apartments are on the second floor and contain two (2) bedrooms, two (2) baths, a separate kitchen and a living/dining room. Each apartment also has a lanai and a two (2) car enclosed garage as limited common elements. Each apartment has direct ground floor access and an interior stairway to the second floor.

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.

<u>Apt. Type</u>	<u>Apt. Nos.</u>	<u>Approx. Sq. Ft. (interior & garage)</u>	<u>Percentage Common Interest</u>		<u>No. of Apts.</u>	<u>Total % Common Interest</u>
1 (7-plex)	42A/45A	1,494	5.10%	x	2	10.20
1 (4-plex)	46A	1,451	4.95%	x	1	4.95
1A (7-plex)	42B/45B	1,417	4.84%	x	2	9.68
1A (4-plex)	46B	1,391	4.75%	x	1	4.75
2	42C/45C	1,624	5.54%	x	2	11.08
3	42D/45D	1,471	5.02%	x	2	10.04
4	42E/45E	1,988	6.79%	x	2	13.58
4A	46C/42F/45F	1,979	6.76%	x	3	20.28
5	42G/45G	1,520	5.19	x	2	10.38
5A	46D	1,483	5.06%	x	<u>1</u>	<u>5.06</u>
					18	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 plus garage floor area of all of the residential apartments is represented by the net floor area of the particular apartment and garage and multiplying the percentage thus obtained by one hundred percent (100%).

END OF EXHIBIT "A"

EXHIBIT "A" -- Page 2 of 2

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, loading zones, driveways and access lanes.
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 water, 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. The terms and provisions of that certain Unilateral Agreement and Declaration for Conditional Zoning dated September 4, 1984, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1256439.
4. Restrictions, covenants and conditions as contained in that certain Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions 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 the Office of the Assistant Registrar as Document No. 1652869. 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 February 26, 1992, recorded in said Office of the Assistant Registrar as Document No. 1893640. *(See Item 8 on page 20A).*
5. Conditional Use Permit-Joint Development and Agreement for Issuance of Conditional Use Permit Under Section 4.40-21 of Land Use Ordinance (LUO) dated August 1, 1990, recorded in said Office of the Assistant Registrar as Document No. 1774065.
6. That certain Additional Security Real Property Mortgage, Security Agreement and Financing Statement dated June 27, 1991, and recorded in said Office of the Assistant Registrar as Document No. 1831868. *(Developer intends to record a document to release this encumbrance prior to conveyance of apartment to purchaser.)*
7. That certain Financing Statement made by Gentry Homes, Ltd. in favor of First Hawaiian Bank and filed on June 28, 1991 as Document No. 91-088285. *(Developer intends to record a document to release this encumbrance prior to conveyance of apartment to purchaser.)*
8. The terms and provisions of that certain Unilateral Agreement and Declaration for Conditional Zoning dated March 11, 1991, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-031327.
9. Easement 2672, containing an area of 16,562 square feet, for access and utility purposes, as shown on Map 561, as set forth by Land Court Order No. 102521, filed on June 5, 1991.
10. Easement 3163, containing an area of 3,458 square feet, for access and utility purposes, as shown on Map 582, as set forth by Land Court Order No. 105143, filed on December 19, 1991.
11. Declaration of Restrictions and Confirmation of Reservation of Rights recorded March 11, 1992 in said Office of the Assistant Registrar as Document No. 1895422 *(prohibits drilling for water on the Project and reserves rights to any subsurface water to the Estate of James Campbell).*

12. Grant dated April 7, 1992 in favor of Hawaiian Electric Company, Inc., and GTE Hawaiian Telephone Company Incorporated for easement and utility purposes recorded in said Office of the Assistant Registrar as Document No. 1917980.
13. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the Declaration of Condominium Property Regime of The Arbors, Increment A dated December 21, 1992, recorded in said Office of the Assistant Registrar as Document No. 1982588 and Condominium Map No. 943, to which reference is hereby made.
14. By-Laws of the Association of Apartment Owners of The Arbors, Increment A dated December 21, 1992, recorded in said Office of the Assistant Registrar as Document No. 1982589.

END OF EXHIBIT "C"

THE ARBORS, INCREMENT A

ESTIMATE OF INITIAL MAINTENANCE FEES
(Prior to Merger)

<u>Apartment Model</u>	<u>Monthly Fee x 12</u>	<u>Yearly Total</u>
1 (7-Plex) (2 units)	\$189.00	\$2,268.00
1 (4-Plex) (1 unit)	183.45	2,201.40
1A (7-Plex) (2 units)	179.37	2,152.44
1A (4-Plex) (1 unit)	176.04	2,112.48
2 (2 units)	205.31	2,463.72
3 (2 units)	186.04	2,232.48
4 (2 units)	251.64	3,019.68
4A (3 units)	250.53	3,006.36
5 (2 units)	192.34	2,308.08
5A (1 unit)	187.52	2,250.24

The Developer has reserved the right to merge all of the increments of The Arbors as set forth in the Declaration. Although the Developer does not know at this time when all of the increments of The Arbors can be merged, it anticipates being able to merge all of the increments by Summer, 1993. Once all of the increments have been merged, the maintenance fees will be recalculated based upon the projects' expenses for the merged increments. No budget or estimate of maintenance fees for The Arbors, project after the merger of all of the increments is available at this time.

The budget includes the cost of a resident manager and the expense of operating the Recreation Area which is now open for use by the residents.

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.

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

THE ARBORS, INCREMENT A
(18 UNITS)

ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

	<u>Monthly</u> x 12 months = <u>Yearly Total</u>	
Utilities and Services		
Electricity (Common Elements Only)	\$ 40	\$.480
Refuse Collection	275	3,300
Water/Sewer	600	7,200
Maintenance, Repairs & Supplies		
Buildings	400	4,800
Grounds	700	8,400
Non-Potable Well	25	300
Management		
Management Fee	266	3,192
Payroll and Payroll taxes	400	4,800
Office Expenses	25	300
Insurance	360	4,320
Reserves	275	3,300
Audit and Tax Preparation	170	2,040
Taxes and Government Assessments	20	240
Other	150	1,800
	-----	-----
TOTAL	\$3,706	\$44,472

We, Chaney, Brooks & Company, as managing agents 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.



Bernie Anderson
Property Manager

Date 10/29/92

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 says:

1. That the buyer of the apartment must live in the apartment for at least 12 consecutive months.
2. What the obligations are of the buyer if the buyer wants a mortgage loan to cover part of the purchase price.
3. That a buyer's money will be held in escrow, under the terms of the Escrow Agreement.
4. That a buyer will not receive interest on deposits made under the Sales Contract.
5. That the apartment will be subject to various other legal documents which the buyer should examine.
6. That the Project will be subject to ongoing construction and sales activities which may result in certain annoyances to the buyer.
7. The Seller has no control over certain activities on adjacent property owned by others including agriculture, military, utility and aviation; that these activities may cause some inconveniences to the buyers; and that the buyer will indemnify the Developer and the owners of the properties involved except in cases of negligence or willful misconduct.
8. That 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, the buyer will be responsible for all of the Seller's expenses as a result of the buyer's delay.
9. That the Developer has reserved the right to administratively merge the increments of The Arbors.
10. That 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";
- 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 any other remedies available at law and in equity.

END OF EXHIBIT "E"

EXHIBIT "F"

SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement sets upon an arrangement under which the deposits which 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:

1. Escrow will let buyers know when payments are due.
2. The Escrow Agreement says that interest on buyer's deposits will accrue in favor of the Developer and not the buyer unless the Sales Contract specifically provides that interest be credited to the buyer.
3. Escrow will arrange for buyers to sign all necessary documents.
4. The Escrow Agreement says under what conditions a refund will be made to a buyer.
5. The Escrow Agreement says what will happen to a buyers' funds upon a default 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"