

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer Wilder Partners
Address 1314 South King Street, Suite 524

Project Name(*): 3904 PAHOA AVENUE
Address: 3904 Pahoa Avenue/1005 17th Avenue, Honolulu, Hawaii 96816

Registration No. 2920

Effective date: August 17, 1993
Expiration date: September 17, 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.

FINAL: The developer has legally created a condominium and has filed complete information with the Commission.
[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:
[] 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

(* Exacty 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

This is CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately adjacent to each unit is designated a LIMITED COMMON ELEMENT and is the fence line on the Condominium Map should not be construed to be the property line of a legally subdivided lot.

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

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

TABLE OF CONTENTS

	page
Preparation of this Report	1
Expiration Date of Reports	1
Type of Report	1
Disclosure Abstract	2
Summary of Changes from Earlier Public Reports	2
Table of Contents	3
General Information on Condominiums	4
Operation of the Condominium Project	4
I. PERSONS CONNECTED WITH THE PROJECT	5
Developer Attorney for Developer General Contractor	
Real Estate Broker Escrow Company Condominium Managing Agent	
II. CREATION OF THE CONDOMINIUM: CONDOMINIUM DOCUMENTS	
A. Declaration	6
B. Condominium Map (File Plan)	6
C. Bylaws	6
D. House Rules	7
E. Changes to Condominium Documents	7
III. THE CONDOMINIUM PROJECT	
A. Interest to be Conveyed to Buyer	8
B. Underlying Land	9
C. Buildings and Other Improvements	10
D. Common Elements, Limited Common Elements, Common Interest	13
E. Encumbrances Against Title	14
F. Construction Warranties	15
G. Status of Construction	16
H. Project Phases	16
IV. CONDOMINIUM MANAGEMENT	
A. Management of the Common Elements	17
B. Estimate of Initial Maintenance Fees	17
C. Utility Charges for Apartments	17
V. MISCELLANEOUS	
A. Sales Documents Filed with the Real Estate Commission	18
B. Buyer's Right to Cancel Sales Contract	18
C. Additional Information Not Covered Above	20
D. Signature of Developer	21
EXHIBIT A: Developer's Rights to Make Amendments	
EXHIBIT B: Summary of Permitted Alterations to Project/Units	
EXHIBIT C: Description of Common Elements	
EXHIBIT D: Description of Limited Common Elements	
EXHIBIT E: Encumbrances Against Title	
EXHIBIT F: Warranties	
EXHIBIT G: Estimate of Initial Maintenance Fees and Estimate of Maintenance Fee	
EXHIBIT H: Summary of Specimen Sales Contract Disbursements	
EXHIBIT I: Summary of Escrow Agreement	

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: Wilder Partners Phone: 523-5078
Name (Business)
1314 South King Street, Suite 524
Business Address
Honolulu, Hawaii 96814

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

R. WO & ASSOCIATES, INC., General Partner
BUZZ WO & ASSOCIATES, INC., General Partner

Real Estate Broker: Regal Realty, Inc. Phone: 533-1463
Name (Business)
707 Richards Street, Suite 718
Business Address
Honolulu, Hawaii 96813

Escrow: Title Guaranty Escrow Services Phone: 521-0211
Name (Business)
235 Queen Street, 1st Floor
Business Address
Honolulu, Hawaii 96813

General Contractor: H & H Builders, Inc. Phone: 848-8280
Name (Business)
1819 Democrat Street
Business Address
Honolulu, Hawaii 96819

Condominium Managing Agent: Self-Managed by Association Phone: _____
Name of Apartment Owners (Business)
Business Address

Attorney for Developer: Bettina W.J. Lum, Esq. Phone: 538-1113
Name (Business)
707 Richards Street, Suite 728
Business Address
Honolulu, Hawaii 96813

**II. CREATION OF THE CONDOMINIUM;
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. 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. 93-114504
Book _____ Page _____
 Filed - Land Court: Document No. _____

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. 1894
 Filed - Land Court Condo Map No. _____

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. 93-114505
Book _____ Page _____
 Filed - Land Court: Document No. _____

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

None.

- 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>100%</u>
Bylaws	65%	<u>65%</u>
House Rules	--	<u>Majority of Quorum Board of Directors</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:

See Exhibit A.

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.

N/A 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:

- Buyers 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:

N/A 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.

3. Underlying Land:

Address: 3904 Pahoehoe Avenue/1005 17th Avenue Tax Map Key: (1)3-2-44:37
Honolulu, Hawaii 96816 (TMK)

Address TMK is expected to change because N/A

Land Area: 7,500 square feet acre(s) Zoning: R-5

Lessor

(Fee Owner): Wilder Partners
Name
1314 South King Street, Suite 524
Address
Honolulu, Hawaii 96814

Sublessor: N/A
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: 2 Floors Per Building 2

Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other Allied Construction Materials

4. Permitted Uses by Zoning:

	No. of Apts.	Use Permitted By Zoning		No. of Apts.	Use Determined By Zoning
<input checked="" type="checkbox"/> Residential	<u>2</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:

Reasonable number of pets permitted, as determined by

Pets: Board of Directors.

Number of Occupants: As provided by law.

Other: _____

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 1 each Trash Chutes: 0

<u>Unit</u>	<u>Qty</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Garage Carport/Patio (sf)</u>
<u>A</u>	<u>1</u>	<u>4/2½</u>	<u>2,314</u>	<u>490</u>
<u>B</u>	<u>1</u>	<u>4/2½</u>	<u>2,307</u>	<u>475</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 2

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

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

Each apartment is bounded by the outside surfaces of the concrete slabs, the roofs and perimeter walls of the apartment, including the attached garage; provided that the apartments do not include any wall, foundation, column, girder, beam, floor slab, footing, support, or roof which is utilized for or serves both apartments, or any pipes, wires, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wires, pipes, air exhaust or air conditioning which are utilized for or services both apartments.

Permitted Alterations to Apartments:

See Exhibit B.

7. Parking Stalls:

Total Parking Stalls: 4 (2 each within Garages)

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for each unit)	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
Guest	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Unassigned	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Extra for Purchase	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Other:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Covered & Open	<u>4</u>		<u>0</u>		<u>0</u>		

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

N/A [] Commercial parking garage permitted in condominium project.

N/A [] Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

[X] There are no recreational or common facilities.

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

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

[] Other: _____

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

[X] 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):

N/A

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	<u>X</u>	<u>0</u>	<u>0</u>
Structures	<u>X</u>	<u>0</u>	<u>0</u>
Lot	<u>X</u>	<u>0</u>	<u>0</u>

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

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

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

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

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

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 D.

as follows:

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is 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 _____.

as follows:

Apartment A	50%
Apartment B	50%

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 E describes the encumbrances against the title contained in the title report dated May 27, 1993 and issued by Title Guaranty of Hawaii, Inc.

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.
- 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>
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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:

None.

- 2. Appliances:

See Exhibit F.

G. Status of Construction and Estimated Completion Date:

Construction of the apartments were substantially completed on June 15, 1993.

H. Project Phases:

The developer [] has [x] 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):

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 H contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated June 8, 1993
Exhibit I contains a summary of the pertinent provisions of the escrow agreement.
- Other _____

3. 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 _____

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. 2920 filed with the Real Estate Commission on July 22, 1991

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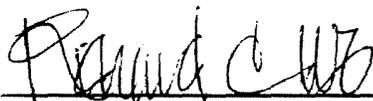
C. Additional Information Not Covered Above

None.

- 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.

Wilder Partners

Name of Developer

By: 
Duly Authorized Signatory

01-21-93
Date

R. WO & ASSOCIATES, INC., a
general partner
Richard C. Wo, its President

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

Summary of Developer's Rights to Make Amendments

Pursuant to the Declaration, the Developer, prior to the time all apartments in the Project have been sold and recorded and without the consent of any unit owner or purchaser of any unit, may make changes to the Declaration, Condominium Map, By-Laws or the Rules and Regulations, as follows:

1. To make such amendments as may be required by law, the Real Estate Commission of the State of Hawaii, by any title insurance company issuing a title insurance policy on the Project or any of the units, by any institutional lender or any governmental agency as a condition precedent to the marketing or sale of units.

2. To make changes to the configuration of, alter the number of rooms of, decrease or increase the size of, or change the location of any unit (and the limited common elements appurtenant thereto) which is not sold and recorded.

3. To make minor changes in any unit or the common elements which do not affect the location, design or size of or common interest appurtenant to, any unit which has been sold and recorded.

4. To file the "as built" verified statement, with plans, if applicable, required by Section 514A-12, Hawaii Revised Statutes, as amended.

EXHIBIT B

Summary of Permitted Alterations to Project/Units

Pursuant to Article 14 of the Declaration, which should be read if alterations may be of concern to a buyer, alterations to the Project and/or units are permitted as follows:

1. Alterations by Association. Alterations to the Project may be undertaken by the Association only pursuant to an amendment of the Declaration, duly executed by or pursuant to the affirmative vote of one hundred percent (100%) of the unit owners, with the consent of all mortgagees and in compliance with the construction requirements of Section 12.3 of the Declaration.

2. Alterations by Owners. The owner of any unit may make any alterations or additions to such owner's unit and the limited common elements appurtenant thereto, at such owner's expense, provided that:

(a) The structural integrity of the buildings is not affected by such alterations or additions;

(b) Such owner complies with all construction requirements set forth in Section 12.3 of the Declaration;

(c) Such owner files any necessary amendments of the Declaration and Condominium Map reflecting such alterations;

(d) No unit owner shall do any work which could jeopardize the soundness of the Project, reduce the value thereof, or impair any easement or hereditament, without the consent of all unit owners; and

(e) No unit owner shall add any material structure or excavate any basement or cellar without the consent of all unit owners.

3. Alterations by Developer. Prior to the time that all apartments have been sold and recorded and prior to the filing of the "as built" verified statement required by Section 514A-12 of the Condominium Property Act, the Developer may make (a) any alterations to any unit which is not sold and recorded, or (b) minor alterations which do not affect the physical location, design or size of, or common interest appurtenant to, any unit which has been sold and recorded.

EXHIBIT C

Description of Common Elements

The Common Elements include:

1. The Land, in fee simple;
2. The roof of the buildings;
3. The common wall between the two buildings, and the fence extending therefrom on either side of the buildings;
4. Any walkways, roadways, sidewalks, fences, gates, driveways, yard areas, planting areas, grounds, landscaping, and refuse areas which are utilized for or serve both units;
5. Any perimeter walls, foundations, floor slabs, columns, girders, beams, footings, supports, or other external fascia of the buildings which are utilized for or serve both units;
6. All pipes, drain boxes, drain pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the Project which serve both units for services such as power, light, gas, water, air conditioning, telephone and television signal distribution, if any; and
7. Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, which are normally in common use.

EXHIBIT D

Description of Limited Common Elements

The limited common elements include:

1. Any perimeter walls, foundations, floor slabs, columns, girders, beams, footings, supports, or external fascia of the buildings which are not part of an unit but are utilized for or serve only one unit are limited common elements appurtenant to the unit utilizing or served by such elements.

2. All walkways, roadways, sidewalks, fences, fenced areas, gates, driveways, refuse areas, landscaping, grounds, entrances, exits, entry patios, yard areas, steps or similar areas located on the 18th Avenue side of the common wall of the buildings or the fence extending therefrom, as shown on the Condominium Map, shall be limited common elements appurtenant to and reserved for the exclusive use of Unit A; and

3. All walkways, roadways, sidewalks, fences, fenced areas, gates, driveways, refuse areas, landscaping, grounds, entrances, exits, entry patios, yard areas, steps or similar areas located on the 17th Avenue side of the common wall of the buildings or the fence extending therefrom, as shown on the Condominium Map, shall be limited common elements appurtenant to and reserved for the exclusive use of Unit B; and

4. Any other walkway, sidewalk, retaining wall, fence, fenced areas, gate, driveway, refuse area, landscaping, grounds, entrance, exit, entry patio, yard area, steps or similar area which would normally be used only for the purposes of ingress and egress from, or in connection with only one of the units shall be a limited common elements appurtenant to and reserved for the exclusive use of such unit.

EXHIBIT E

Encumbrances Against Title

Encumbrances against title as contained in the title report dated May 27, 1993, issued by Title Guaranty of Hawaii, Inc.:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. Terms, covenants and provisions contained in that certain Agreement with Regard to Encroachment dated December 11, 1992, recorded in said Bureau of Conveyances as Document No. 93-002215. Buyers should be aware that a portion of a rock masonry wall at the corner of the premises on 17th Avenue encroaches approximately six (6) inches into the premises, and that any and all right, title and interest of the adjoining lot owner to the premises which might arise by adverse possession due to such encroachment have been quitclaimed to Wilder Partners.
3. Terms, covenants and provisions contained in that certain Agreement with Regard to Encroachment dated December 11, 1992, recorded in said Bureau of Conveyances As Document No. 93-002216. Buyers should be aware that a portion of a rock masonry wall of the premises encroaches approximately eighteen (18) inches into the property of the adjacent lot owner on Pahoia Avenue, and that any and all right, title and interest of Wilder Partners to the adjoining premises which might arise by adverse possession due to such encroachment have been quitclaimed to said adjacent lot owner.
4. For real property taxes as may be due and owing, reference is made to the Director of Finance, City & County of Honolulu.

EXHIBIT F

Warranties

Seller makes no warranties itself, but agrees that the recordation of an Apartment Deed shall be deemed to constitute an assignment by Seller to Buyer of the unexpired term, if any, of any manufacturer's or dealer's warranties (which may by their terms be so assigned) covering any furnishings, fixtures, appliances and consumer products in the unit.

The Sales Contract contains the following disclaimer:

"THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE APARTMENT, THE PROPERTY OR THE PROJECT (INCLUDING ALL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS), OR WITH RESPECT TO ANY FURNISHINGS, FIXTURES, APPLIANCES OR OTHER CONSUMER PRODUCTS OR OTHER ITEMS WHATSOEVER INSTALLED, AFFIXED OR OTHERWISE CONTAINED IN THE APARTMENT, THE PROPERTY OR THE PROJECT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE."

EXHIBIT G

**ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

Estimate of Initial Maintenance Fees:

<u>Apartament</u>	<u>Monthly Fee x 12 months =</u>	<u>Yearly Total</u>
Unit A	\$84.00	\$1008.00
Unit B	\$84.00	\$1008.00

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

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning

Electricity

[] common elements only

[] common elements and apartments

Elevator

Gas

Refuse Collection

Telephone

Water and Sewer

Maintenance, Repairs and Supplies

Building

Grounds

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance

\$168.00

\$2,016.00

Reserves(*)

Taxes and Government Assessments

Audit Fees

Other

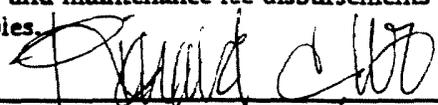
TOTAL

\$168.00

\$2,016.00

We

~~of~~ Wilder Partners, as ~~agent and employed by~~ ~~the condominium managing agent~~
the developer, for the condominium project 3904 Pahoia Avenue, hereby certify that the
above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in
accordance with generally accepted accounting principles.



(*) Mandatory reserves in effect January 1, 1993

Date: 07-21-93

EXHIBIT H

Summary of Specimen Sales Contract

The Sales Specimen Contract on file with the Real Estate Commission consists of the standard Hawaii Association of Realtors Deposit Receipt Offer and Acceptance (the "DROA"), together with an Addendum to DROA. The DROA and the Addendum collectively are the "Sales Contract". In case of any conflict between the following summary and the Sales Contract, the latter will control. Among other things, the Sales Contract contains the following provisions:

1. A description of the Project:
2. An acknowledgement that the Buyer has received and has had a full opportunity to read and review, and has approved the Declaration of Condominium Property Regime, the Condominium Map, the By-Laws of the Association of Apartment Owners, the Rules and Regulations for the Project, the Escrow Agreement and the form of Apartment Deed (collectively called "Condominium Documents").
3. An authorization for Escrow to disburse funds in accordance with the terms of the Escrow Agreement.
4. If any portion of the purchase price is to be financed, an agreement by the Buyer to apply for the loan, to use best efforts to obtain the loan, to execute and deliver all necessary documents and disclose all requested information, to pay all costs associated with the loan, and to comply with all requests of the lender and the Seller to apply for, obtain and close the loan.
5. An agreement that prior to the conveyance of the Property to Buyer and without the prior consent of Buyer, Seller has the right to make changes to the Condominium Documents and the Project, without consents (a) which are required by law, any title insurance company, any institutional lender or any governmental agency, or (b) which are minor changes that do not directly, substantially and adversely affect the use or value of the Property or any amenities of the Project available for the Buyer's use.
6. An agreement that Seller has the right to make material changes to the Project and the Condominium Documents, which may directly, substantially or adversely affect the use or value of the Property, provided that (a) Seller gives Buyer a written disclosure which describes the changes and contains a

provision for Buyer's written approval or acceptance of the changes, and (b) Buyer has the right to cancel the Agreement by written notice to Seller within 30 days from the date of delivery of the disclosure document to Buyer, and to obtain a full refund of any moneys paid, and if Buyer does not cancel the Agreement or return the written approval or acceptance within such 30-day period, the Buyer is deemed to have accepted and approved the changes.

7. An acknowledgment that Seller makes no warranties itself, but that the recordation of the Apartment Deed is deemed to be an assignment by Seller to Buyer of the unexpired term, if any, of any manufacturer's or dealer's warranties (which may by their terms be so assigned) covering any furnishings, fixtures, appliances and consumer products in the Apartment. (See Exhibit F regarding disclaimer).

8. An agreement by Buyer to inspect the Apartment and the Property at a time specified by Seller, and to sign an inspection sheet listing any and all defects, deficiencies or damages to the Property; provided that such inspection is not a condition to closing, and that any punchlist items are to be corrected by the contractor.

EXHIBIT I

Summary of Escrow Agreement

The Condominium Escrow Agreement dated June 8, 1993, by and between Title Guaranty Escrow Services, Inc., as Escrow, and Wilder Partners, as Developer. In summary the Condominium Escrow Agreement includes the following provisions:

1. Upon the execution of any Sales Contract, Developer shall deliver an executed original of such Sales Contract to Escrow, together with buyer's initial deposit required to be deposited under the Sales Contract.

2. In accordance with written instructions from Developer which are acceptable to Escrow, Escrow will deposit all monies which it receives from Developer and buyers in accounts at any Hawaii federally insured bank, savings and loan or other financial institution which pays interest on deposits. Any interest on funds deposited in escrow shall accrue to the credit of Developer, unless Escrow is requested to establish a separate account for any buyer. Any such buyer shall pay Escrow a fee of \$25.00 for each such separate account, and any interest earned on funds deposited in such account shall accrue to the credit of such buyer.

3. No disbursement of funds held in Escrow shall be made unless certain conditions have been fulfilled, including, among other things, a Final Public Report has been issued for the Project, and the Developer or Developer's attorney shall have delivered a written opinion to Escrow stating that the requirements of Sections 514A-62 and 514A-63, Hawaii Revised Statutes, as amended, have been met.

4. Escrow shall promptly and diligently arrange for and supervise the execution of all documents relating to the Project and shall diligently close the sales of the units and perform such services as are necessary or proper to effect such closings. Escrow shall cause the recording of such releases, conveyance document and mortgage, if any, and after recordation, Escrow shall cause a copy of said conveyance document to be delivered to the buyer, the releases or partial releases to be delivered to the Developer, the mortgage, if any, to be delivered to the buyer's lender, and all sums regarding the purchase of a unit to be disbursed to Developer after deducting Developer's share of the closing costs.

5. Subject to payment of the cancellation fee, Escrow will return the funds of any buyer, without interest, upon the occurrence of any one of the following:

- (a) Developer and the buyer shall be requested Escrow in writing to return to buyer such buyer's funds held in escrow;
- (b) Developer notifies Escrow in writing that the buyer's Sales Contract has been terminated or canceled pursuant to any right of termination or cancellation provided to Developer under the Sales Contract;
- (c) With respect to a buyer whose funds were obtained prior to the issuance of the Final Report, the buyer has exercised his right to cancel the Sales Contract pursuant to Section 514A-62, Hawaii Revised Statutes, as amended; or
- (d) Buyer has timely exercised the buyer's right to rescind or cancel the Sales Contract in accordance with Section 514A-63 of the Hawaii Revised Statutes, as amended.

6. Escrow's compensation for services rendered under the Condominium Escrow Agreement is an amount equal to Escrow's scheduled rate, plus 4% general excise tax, for each apartment, payable upon closing pursuant to each Sales Contract.

7. Upon any buyer's rescission or cancellation of a Sales Contract or upon Developer's termination of the Sales Contract, Escrow shall be entitled to receive a cancellation fee which is proportionate to the work and services provided by Escrow, but in no event in an amount less than \$25.00, plus all costs incurred by Escrow.