



Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

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

Summary of Changes from Earlier Public Reports:

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

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

[ ] Changes made are as follows:

**SPECIAL ATTENTION**

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

There are City and County restrictions on the number of residential dwelling units, or other structures, which may be built on the property. Therefore, unless the Purchaser is buying an existing residential dwelling, THERE IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO BUILD A RESIDENTIAL DWELLING UNIT ON THE PROPERTY. THERE IS ALSO NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL STRUCTURE TO A RESIDENTIAL USE. The Purchaser should consult with the appropriate County agencies to determine whether the Purchaser may build a residential dwelling unit, or any other type of structure, on the property.

There is presently one residential structure on the property (Unit A). Unit B is a storage shed, which may be defined as an "apartment" under the condominium property act.

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

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

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## General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of 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: Christine M.S. Shin Phone: 531-9818  
Name (Business)  
1040 Richards Street, #311  
Business Address  
Honolulu, Hawaii 96813

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Broker: Creative Industries, Inc. Phone: 531-9818  
Name (Business)  
1040 Richards Street, #311  
Business Address  
Honolulu, Hawaii 96813

Escrow: First Hawaii Title Corp. Phone: 521-3411  
Name (Business)  
210 Merchant Street, #2000  
Business Address  
Honolulu, Hawaii 96813

General Contractor: N/A Phone: \_\_\_\_\_  
Name (Business)  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_

Condominium Managing Agent: Self-managed by the Phone: \_\_\_\_\_  
Name Association of Apartment Owners (Business)  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_

Attorney for Developer: Richard G. MacMillan Phone: 538-0399  
Name (Business)  
820 Mililani Street, #703  
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. 94-130787  
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]: First Amendment dated October 7, 1994,  
Document No. 94-165276. Second Amendment dated October 31, 1994,  
Document No. 94-184225

- 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. 2080  
 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]:  
First Amendment of Declaration of Horizontal Property Regime dated October 7, 1994, Document No. 94-165276.

- 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. 94-130788  
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]:

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>75%</u>
House Rules	---	<u>N/A</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.

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: 45-553 Kuu Home Place Tax Map Key: 4-5-77-30 (1)  
Kaneohe, Hawaii (TMK)

[ ] Address [ ] TMK is expected to change because \_\_\_\_\_

Land Area: 15,604 [ X ] square feet [ ] acre(s) Zoning: R-5

Lessor  
 (Fee Owner): Christine M.S. Shin  
Name  
1040 Richards Street, #311  
Address  
Honolulu, Hawaii 96813

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: 2 Floors Per Building A:2 B:1  
 Exhibit B contains further explanations.

3. Principal Construction Material:  
 Concrete     Hollow Tile     Wood  
 Other \_\_\_\_\_

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>1</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Other: <u>Shed Utility 1</u>	_____	<input checked="" 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: \_\_\_\_\_

[ X ] Number of Occupants: No time sharing or transient rentals

[ ] Other: \_\_\_\_\_

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: \_\_\_\_\_ Stairways: \_\_\_\_\_ Trash Chutes: \_\_\_\_\_

Apt. Type	Quantity	BR/Bath	Net	
			Living Area (sf)*	Lanai/Patio (sf)
A	1	3/1½	1,508	196
B	1	_____	25	-
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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:

See Exhibit C

Permitted Alterations to Apartments:

See Exhibit D

7. Parking Stalls:

Total Parking Stalls: 0

Both units have ample area within their respective limited common elements for parking purposes.

	<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>0</u>
Guest Unassigned	_____	_____	_____	_____	_____	_____	<u>0</u>
Extra for Purchase	_____	_____	_____	_____	_____	_____	<u>0</u>
Other:	_____	_____	_____	_____	_____	_____	<u>0</u>
Total Covered & Open	<u>0</u>		<u>0</u>		<u>0</u>		

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

- Commercial parking garage permitted in condominium project.
- Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

- 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

- 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):

Structural components and mechanical and electrical installations appear to be sound and in working condition. No opinion is given or warranties made with respect to their remaining useful life.

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

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

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

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

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

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

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 F.

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:

Unit A - 50%

Unit 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 G describes the encumbrances against the title contained in the title report dated 11/9/94 and issued by First Hawaii Title Corporation.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[ ] There are no blanket liens affecting title to the individual apartments.

[ X ] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<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	Buyer's contract may be cancelled but all deposits in escrow will be returned.

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:

No Warranties. Sold "as is".

2. Appliances:

No warranties. Sold "as is".

G. Status of Construction and Estimated Completion Date:

Unit A was completed in 1958.

Unit B is a storage shed completed in October of 1994.

H. Project Phases:

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

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

See Exhibit A

IV. CONDOMINIUM MANAGEMENT

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

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

The initial condominium managing agent for this project, named on page five (5) of this report, is:

- not affiliated with the Developer
- self-managed by the Association of Apartment Owners
- the Developer or the Developer's affiliate.
- other \_\_\_\_\_

B. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

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

C. Utility Charges for Apartments:

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- None
- Sewer
- Electricity
- Television Cable
- Gas
- Other \_\_\_\_\_
- Water

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 I contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated July 28, 1994  
Exhibit J 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 \_\_\_\_\_

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. 3193 filed with the Real Estate Commission on 10/11/94.

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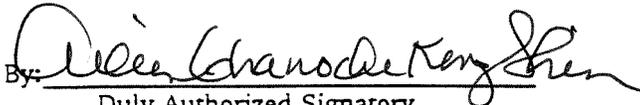
C. Additional Information Not Covered Above

- 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.

Christine M.S. Shin

---

Name of Developer

By:   
Duly Authorized Signatory

---

7/22/94

Date

Attorney-in-fact for  
Christine M.S. Shin

---

Aileen Shin, Attorney-in-fact for Christine M.S. Shin

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

### DEVELOPER'S RIGHT TO CHANGE DOCUMENTS

The Developer and/or the Owner of Unit B (hereinafter referred to as the Unit B Owner), his employees, agents, contractors and subcontractors, shall have the right at any time, and from time to time, to enter upon the Project and the common elements thereof and do all things reasonably necessary, desirable or useful for the purpose constructing a maximum of two (2) additional dwelling units and connecting the same to the utility installations of the Project, upon and subject to the following terms and conditions:

(a) The new Unit B Improvements shall be constructed in accordance with plans and specifications prepared by a licensed architect; provided, however, that such plans and specifications shall not require the alteration or demolition of Unit A or any improvements constituting part of the limited common elements thereof. The approval by any other Unit Owner of said plans and specifications shall not be required.

(b) The Unit B Owner shall have the right to remove, amend, redesign, alter or add common elements and to add, delete, relocate, realign, reserve and grant all easements and right-of-way over, under and on the common elements necessary or desirable to service said Unit B Improvements, including but not limited to easements and right-of-way for utilities, cesspools, sanitary and storm sewers, sewage treatment plants, cable television, refuse disposal, driveways, parking areas and roadways; provided, that any such easement and/or right-of-way shall not materially impair the use of Unit A or its appurtenant interest in the common elements.

(c) Before the commencement of construction of the Unit B Improvements, the Owner of Unit B, shall (i) secure a performance and payment bond, issue by a surety licensed to do business in the State of Hawaii, naming as obligee the Owner, and the Owner of Unit A as their interest may appear through the Association of Unit Owners, in a penal sum of not less than one hundred percent (100%) of the cost of the construction of said Initial Unit B Improvements guaranteeing completion thereof free and clear of all mechanic's and materialmen's liens: and (ii) furnish to the Association of Unit Owners satisfactory evidence that the Unit B Owner has obtained a construction loan commitment and/or other immediately available funds in an aggregate amount sufficient to pay in full the costs of constructing and completing said Unit B Improvements, including without limitation, the cost of the construction, financing commitment fees, appraisal, architectural, engineering, legal and accounting and all other costs and expenses associated with such construction.

(d) The construction of the Unit B Improvements shall cause the least practicable annoyance to and interference with the Owner of Unit A. The Unit A Owner, by his acceptance and occupancy of his Unit on closing, agrees (i) to remain outside of any fenced or posted construction areas or any other areas upon which work is being performed pending completion, and to exert diligent efforts to prohibit entry into such areas by members of his household and by his invitees; and (ii) to indemnify and save harmless the Unit B Owner and his contractors and agents from and against any and all loss or liability for death or injury to persons or damage or loss of property on account of such entry either by the Unit A Owner or his family and invitees.

(e) The Unit B Owner shall have the right, at his own expense, and without being required to obtain the consent or joinder of the Unit A Owner or lienholder, to execute and record such amendments to this Declaration, the By-Laws and said Condominium File Plan as shall be necessary or appropriate in furtherance of the rights reserved to construct and complete the Initial Unit B Improvements, and without limiting the generality of the foregoing, the Unit B Owner may amend this Declaration: (i) to create, establish, describe and merge (if more than one dwelling unit is constructed) the Unit B Improvements; (ii) to describe and reallocate the common elements and limited common elements appurtenant thereto; (iii) to reallocate the common interests appurtenant to all Units of the Project.

(f) Upon completion of the Unit B Improvements, the common interest appurtenant to each Unit shall be reallocated on the following basis: The total net floor area (exclusive of lanais) of all of the Units shall first be determined. The net floor area of each Unit shall then be divided by such total net floor area and the resulting quotient shall be the common interest appurtenant to each Unit.

(g) If an additional condominium Unit (the "Additional Unit") is created, the merger of the Additional Unit with Units A and B shall take effect only upon the recordation by Developer and/or the Owner of the Additional Unit of an Amendment to the Declaration which shall certify that the merger has been consummated. Any Additional Unit may be merged and conveyed before construction is completed, but only if all the requirements of H.R.S. Sec. 514A-67 are satisfied. Without limiting the generality of the foregoing, the following consequences shall ensue from and after the effective date of such merger:

(i) All of the Units shall be treated for purposes of administration, use and sharing of common expenses as though they had been developed and used by the owners thereof as a single undivided Project. The Units shall have an equal and non-exclusive right to use all common elements, subject to the terms, conditions and limitations provided herein and in the Bylaws, and the Units shall have appurtenant thereto an undivided percentage interest in the common elements of the Project and the same

proportionate share in all common profits and expenses of the Project, and for all other purposes including voting, as computed pursuant to subparagraph (f) hereinabove;

(ii) The Developer may require the owner of any Additional Unit added to the Project by merger to make contribution, in addition to his share of the common expenses, to the maintenance reserves of the Project. The Developer may provide that such contributions may be made over a period of time, and in establishing the amounts and terms of such contribution, Developer shall take into account the amount of maintenance reserves accumulated prior to the addition of such Unit and the condition of Units A and B. The owner of the additional Unit added to the Project by merger shall not be obligated to pay or assume any debts, expenses, costs or other obligations incurred by or on behalf of the Association of Unit Owners as of the effective date of the merger, with the exception of any such debts, expenses, costs or obligations which were incurred for the common benefit of Units A and B and the Additional Unit added to the Project by merger.

End of EXHIBIT A

EXHIBIT B

DESCRIPTION OF IMPROVEMENTS

(a) Unit A. Unit A is a detached two-story dwelling containing ten (10) rooms, consisting specifically of a storage room, laundry room and half-bathroom on the ground floor and a living room, dining room, kitchen, bathroom and three-bedrooms on the second level. The net living area of Unit A is approximately 1,508 square feet and there is a 196 square foot lanai adjoining the living room. Access to the second level is provided by two exterior stairways.

(b) Unit B. Unit B is a one-story structure without a basement consisting of a single room. Unit B contains approximately 25 square feet.

(c) Access. Each of the Units has immediate access to its entry and to the grounds of the Project.

(d) Parking. There is an uncovered parking area adjacent to the ground level of Unit A which will accommodate two vehicles. Although there is no designated parking area for Unit B, there is room to park several vehicles within the limited common element area appurtenant to said Unit.

End of EXHIBIT B

EXHIBIT C

BOUNDARIES OF UNITS

Each Unit shall be deemed to include the footings or slab on which it is constructed, its exterior stairways, walls and roof, all interior walls, ceilings, floors and partitions and the finished surfaces thereof, any carport located therein or adjacent thereto, lanais, decks and all fixtures originally installed therein. Unit B shall be deemed to include all of the land area encompassed by and within the boundaries of said Unit, as delineated in red on said Condominium File Plan, and any walls and other installations thereon, together with all subsurface and air rights appurtenant thereto. The respective Units shall not be deemed to include any structural or service elements which are utilized or serve more than one Unit, the same being deemed common elements as hereinafter provided.

End of EXHIBIT C

EXHIBIT D  
PERMITTED ALTERATION

Except for the initial construction of residential improvement on Unit B which shall be governed by paragraph 13 of the Declaration (see Exhibit A for description), the Unit Owners shall not make any alterations in or to their respective Units or the common elements or limited common elements except in accordance with the terms and conditions set forth below and in the By-Laws. "Alterations", as used herein, shall include the making of any and all improvements, additions, repairs, renovations, construction or reconstruction of said Units or the common elements or limited common elements. "Alterations" shall not be deemed to include: (a) installation of television antennas, solar heating panels or window or air conditioning units; (b) painting of the exterior of any Unit; or (c) landscaping, subject to maintaining existing view channels as provided below.

(a) Exterior Alterations. No Unit Owner shall make any alterations to the exterior of his Unit or the limited common elements appurtenant to his Unit without the prior written consent of his mortgagees, (if such consent is required) The consent of the other Unit Owner shall not be required.

(b) Maintenance of View Channels. In no event shall the Owner of any Unit install any trees or landscaping or make any alterations to his Unit which would obstruct or impair the existing views from the other Unit.

(c) Interior Alterations. The owner of any Unit shall have the right at any time, and from time to time, with the consent of his mortgagees (if such consent is required), but without the consent or joinder of any other Unit Owners, to make alterations within his Unit, or to cause or permit such alterations to be made by his tenants and lessees, in accordance with the provisions herein set forth. Specifically, but without limiting the generality of the foregoing, any such Unit Owner may, or may cause to permit his tenants or lessees, to install, maintain, remove and rearrange partitions and other structures from time to time within such Unit and to paint, paper, panel, plaster, tile, finish and to do or cause to be done such work within such Unit, and to finish, alter or substitute any plumbing, electrical or other fixtures therein as such Unit Owner shall deem necessary in his sole discretion; provided, that any such alterations and/or substitutions shall not adversely affect the sewage, plumbing, electrical and other common utility systems of the Project.

(d) Covenants and Restrictions Applicable to All Alterations. Any and all alterations, whether exterior or interior, shall comply with the following terms and conditions:

(1) No alterations shall encroach upon the common elements or the limited common elements appurtenant to any other Unit;

(2) All alterations, the aggregate cost of which shall exceed \$10,000.00 shall be constructed or installed in accordance with plans and specifications prepared by a licensed architect or professional engineer;

(3) All such alterations shall be at the sole cost and expense of the Unit Owner making the alterations and shall be completed expeditiously and in such manner as shall cause the least practicable annoyance to and interference with the other Owners use of their Units. The Owner making such alterations shall procure and shall maintain, during the course of the construction, a builders all-risk insurance policy naming the Association and collectively all Owners, as additional insureds. Evidence of such insurance shall be deposited with the Board prior to the commencement of construction;

(4) Before the commencement of construction of the construction of any alteration, the aggregate cost of which shall exceed \$10,000.00, the Owner making such alteration shall secure a performance and payment bond issued by a surety licensed to do business in the State of Hawaii, naming the other Unit Owners, as their interests may appear, in a penal sum of not less than one hundred percent (100%) of the cost of the construction of said alteration, guaranteeing completion thereof free and clear of all mechanic's and materialman's liens;

(5) The Owner making the alteration shall have the right to utilize, relocate and realign or develop existing or new central and appurtenant installations for services to the Unit affected by such alteration for electricity, sewer and other utilities and services, and when applicable, to add, delete, relocate, realign, designate and grant easements and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any interruption or interference in the service of such utilities to the other Unit Owner or otherwise impair his rights hereunder.

(6) If any alteration shall require the amendment of this Declaration or the Condominium File Plan, the Owner making the alteration shall pay all costs and expenses incurred in preparing and filing such amendments.

(7) No change shall be made to a Unit if the effect of such change would be to exceed the Unit's proportionate share (which shall be equal to its common interest) of the allowable floor area or the allowable lot area coverage as permitted by applicable zoning and building codes.

(8) This foregoing shall not be applicable to the construction of the initial Unit B improvements but only to additions, repairs, renovations and reconstruction made after the completion of such initial Unit B improvements.

End of EXHIBIT D

EXHIBIT E

COMMON ELEMENTS

The common elements of the Project will include the limited common elements described in Exhibit F and all portions of the Project other than the Units, including specifically, but not limited to:

- (a) All the land of the Project, in fee simple;
- (b) The common driveway, from Kuu Home Place to the limited common element boundary of Unit B.
- (c) Any and all other structures, apparatus and installations of common use, and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

End of EXHIBIT E

EXHIBIT F

LIMITED COMMON ELEMENTS

Certain parts of the common elements, called and designated "limited common elements", are set aside and reserved for the exclusive use of certain Units, and such Units shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are listed below. Unless otherwise provided herein, all costs of every kind pertaining to each limited common element, including but not limited to the costs of security, maintenance, repair, replacement, additions and improvements, shall be borne entirely by the Unit or Units to which they are appurtenant. The limited common elements so set aside and reserved are as follows:

a) The site of each Unit, consisting of the land immediately beneath the improvements comprising the Unit, shall be for the exclusive use of such Unit; and

b) The private land area reserved for each Unit, as shown and delineated on said Condominium File Plan, including all improvements and landscaping located within such private area, shall be for the exclusive use of such Unit.

End of EXHIBIT F

EXHIBIT G

1. For any taxes that may be due, references should be made to the Department of Finance of the City and county of Honolulu.
  
2. ASSESSMENTS:

Improvement District No. 270	- KANEOHE SEWERS, SECTION 9
Assessments Lot No. 48	- Balance \$1,520.00
Interest (7.0% for 20 years)	- \$106.40
20 Installment	- 80.00
Total due 10/19/95	- \$186.40
  
3. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
  
4. GRANT

In Favor of: CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii

Dated: May 26, 1953  
Recorded: July 21, 1953  
Book: 2716  
Page: 294  
Purpose: Granting an easement for drainage purposes.
  
5. A Life Estate in favor of LORAIN HATSUE LEE and YVONNE HIDORI OMIYA, as reserved by Deed dated April 20, 1994, recorded on May 13, 1994 in the Bureau of Conveyances of the State of Hawaii Document No. 94-079410.
  
6. MORTGAGE

Mortgagor: CHRISTINE MYUNG SUK SHIN, unmarried  
Mortgagee: FINANCE FACTORS, LIMITED, a Hawaii corporation  
Dated: April 26, 1994  
Recorded: May 13, 1994  
Document No. 94-079411  
Principal Sum: \$240,000.00  
The present amount due should be determined by contacting the owner of the debt.

7. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the following:

DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "45-553-KUU HOME PLACE"

Dated: July 22, 1994  
Recorded: August 5, 1994  
Document No. 94-130787

Condominium Map No. 2080, to which reference is hereby made.

The foregoing Declaration of Condominium Property Regime was amended by the following:

<u>Document No.</u>	<u>Dated</u>	<u>Recorded</u>
94-165276	09/27/94	10/07/94

8. By-Laws of the Association of Apartment Owners of "45-553 Kuu Home Place", dated July 22, 1994, recorded on August 5, 1994 in said Bureau of Conveyances as Document No. 94-130788, to which reference is hereby made.

End of EXHIBIT G

EXHIBIT H

PROJECT PHASES

The Developer and/or the Owner of Unit B has reserved the right to construct up to two additional dwelling units within Unit B's limited common element. See Exhibit A for details.

End of EXHIBIT H

## EXHIBIT I

### Summary of Sales Contract

The relevant provisions of the Deposit Receipt and Sales Contract ("Sales Contract") are as follows:

1. Financing. If a Purchaser requires financing, he must make a good faith application for the necessary mortgage loans within ten (10) days after the Seller's execution of the Sales Contract. If the loan is not approved within sixty (60) days after application, the Seller has the right to cancel the Sales Contract and refund all deposits paid by Purchaser, less certain escrow cancellation fees.

2. Condominium Documents. Purchasers acknowledge receipts of and approve all of the condominium documents including the Unit Deed, Declaration of Horizontal Property Regime, Bylaws, Developer's Disclosure Abstract, House Rules, and Escrow Agreement.

3. Subordinates. Purchaser's rights under the sales contract are subordinated to the rights of the Lender under the construction mortgage obtained by the Seller. Purchasers further agree that if the property ever acquired by said Lender through foreclosure or otherwise, that the Lender may, at its option, require Purchasers to pay the purchase price and perform their obligations under the Sales Contract.

4. Binding Effects. The Sales Contract shall only become binding on Purchaser and Seller after:

(i) A true copy of the final Public Report has been delivered to Purchaser either personally or by registered or certified mail with return receipt required, together with a true copy of all other public reports thereon, if any, issued prior to the date of such delivery and not previously delivered to Purchaser;

(ii) Purchaser has been given an opportunity to read the reports; and

(iii) Purchaser has executed the form of the receipt and notice required under Section 514A-62 of the Hawaii Revised Statutes, and waived his right to cancel; provided that if Purchaser does not execute and return the receipt and notice within thirty (30) days from the date of delivery of such reports, or if the apartment is conveyed to Purchaser prior to the expiration of such thirty (30) day period, Purchaser shall be deemed to have accepted for the reports and to have waived his right to cancel.

5. Default by Purchaser. Seller may retain Purchaser's deposits or bring an action against Purchaser for breach of contract. Purchaser shall be responsible for costs incurred.

END OF EXHIBIT I

EXHIBIT J

Summary of Escrow Agreements

The relevant provisions of the Escrow Agreement are as follows:

1. Pavements to Escrow. All deposits and other sums received from Purchasers or from other persons on account of the Project shall be paid to the Escrow agent and deposited in a federally insured banking or savings and loan institution.

2. Disbursement of Funds. No disbursements shall be made from the Escrow funds unless and until: (a) the Sales Contract has become binding in the manner provided in paragraph 3 of Exhibit D to this Final Report; (b) Seller's attorney shall have given escrow a written opinion that all of the requirements of Section 514A-39, 514A-63 of the Hawaii Revised Statutes have been met; (c) Seller shall have waived all other options to cancel the Sales Contract; (d) Escrow has received a Unit Deed in recordable form in favor of Purchaser; and (e) Escrow has received releases of partial releases of any encumbrance affecting the apartment to be conveyed to Purchaser.

3. Return of Purchaser's Funds. A Purchaser shall be entitled to the return of this funds if Purchaser has requested such a refund and Escrow shall have received from Seller notice that any of the following has occurred:

(a) Seller shall have requested Escrow to refund said monies; or

(b) Seller shall have exercised any option in its favor to cancel the Sales Contract; or

(c) Purchaser is an owner-occupant and it entitled by law to cancel the Sales Contract.

In any of the foregoing events, Escrow shall refund all deposits to Purchaser, less a cancellation fee to Escrow of \$25 per unit and any other cancellation charges.

4. Buyer's Default. If a Purchaser shall not make any payment required under the Sales Contract on or before the due date thereof, Escrow shall notify Purchaser and Seller of such fact. If Seller shall determine that Purchaser has committed an event of default under the Sales Contract, then Seller has the right to terminate the Sales Contract upon written notice to Escrow and Purchaser and Escrow shall, after the expiration of ten (10) days from receipt of such notification and upon written "request by seller", pay all deposits to Seller, less any Escrow cancellation fees and out of pocket expenses.

END OF EXHIBIT J

EXHIBIT     K    

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>
A	50 x 12 = 600
B	50 x 12 = 600

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 - liability \$100 x 12 = \$1,200

Reserves(\*)

Taxes and Government Assessments

Audit Fees

Other

TOTAL

I, CHRISTINE M.S. SHIN, ~~as agent and employed by~~ SHIN, ~~the condominium managing agent~~ ~~or the developer,~~ for the condominium project 45-553 Kuu Home Place, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Aileen Chanoche Kong SR., her Attorney-

(\*) Mandatory reserves in effect January 1, 1993 in-fact

Date: 7/22/94