

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer:

First Hawaiian Bank, Successor Trustee of the Edna K. Martin Revocable Living Trust under that certain unrecorded Trust Agreement dated December 31, 1985

Address:

1132 Bishop Street, 17th Floor  
Honolulu, Hawaii 96813

Project Name(\*):

EM Condominium

Address:

3207 Hinano Street; 3532 Campbell Avenue,  
3524 Campbell Avenue; 3528 Campbell Avenue,  
Honolulu, Hawaii 96815

Registration No. 3235 (Conversion)

Effective date: January 27, 1995

Expiration date: February 27, 1996

Preparation of this Report:

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

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

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

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

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

Type of Report:

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

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

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

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

(\* Exactly as named in the Declaration

**Disclosure Abstract: Separate Disclosure Abstract on this condominium project:**

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

**Summary of Changes from Earlier Public Reports:**

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

No prior reports have been issued by the developer.

Changes made are as follows:

**SPECIAL ATTENTION**

This is a CONDOMINIUMPROJECT, 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.

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.

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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 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, sole, 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:** First Hawaiian Bank, Successor Trustee of the **Phone:** 525-6340  
Edna K. Martin Revocable Living Trust under **(Business)**  
that certain unrecorded Trust Agreement  
dated December 31, 1985  
**Name**  
1132 Bishop Street, 17th Floor  
**Business Address**  
Honolulu, Hawaii 96813

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

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

**Real Estate Broker:** Flemming H. Carstensen **Phone:** 526-3526  
**Name** **(Business)**  
700 Richards Street, Suite 1403  
**Business Address**  
Honolulu, Hawaii 96813

**Escrow:** First Hawaiian Bank **Phone:** 525-7116  
**Name** **(Business)**  
1132 Bishop Street, 16th Floor  
**Business Address**  
Honolulu, Hawaii 96813

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

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

**Attorney for Developer:** Douglas E. Prior **Phone:** 521-9210  
**Name** **(Business)**  
Cades Schutte Fleming & Wright  
**Business Address**  
P. O. Box 939  
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. 94-156744  
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]:

The First Amendment of Declaration of Condominium Property Regime for EM Condominium was filed as Document No. 94-007033.

B. Condominium Map (File Plan) shows the floor plans, 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. 2109  
 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. 94-156745  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

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

D. House Rules. The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed       Adopted       Developer does not plan to adopt House Rules.

E. Changes to Condominium Documents

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

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

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

\* The percentage 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:

Please 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 expenses; or (2) convey the building(s) and improvements to the lessor, often at a specific 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: 3207 Hinano Street; 3532 Campbell Avenue; Tax Map Key: (1) 3-1-015-053  
3524 Campbell Avenue; 3528 Campbell Avenue (TMK)  
Honolulu, Hawaii 96815

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

Land Area: 14,881  square feet  acre(s) Zoning: R-3.5 Residential



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: Permitted with restrictions. Please see Exhibit C.

Number of Occupants: \_\_\_\_\_

Other: \_\_\_\_\_

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0      Stairways: Apts. A & C 1 each      Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>A</u>	<u>1</u>	<u>2/1</u>	<u>514</u>	<u>42</u>
<u>B</u>	<u>1</u>	<u>5/3</u>	<u>1,610</u>	<u>355</u>
<u>C</u>	<u>1</u>	<u>3/2</u>	<u>870</u>	<u>15</u>
<u>D</u>	<u>1</u>	<u>3/1.5</u>	<u>1,664</u>	<u>37.50</u>

Total Apartments: 4

\*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:

Please see Exhibit D.

Permitted Alterations to Apartments:

Please see Exhibit E.

7. Parking Stalls:

Total Parking Stalls: 6

	<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>6</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>6</u>
Guest	<u>0</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>0</u>
Unassigned	<u>0</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>0</u>
Extra for Purchase	<u>0</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>0</u>
Other:	<u>0</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>0</u>
Total Covered & Open	<u>6</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	

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

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

8. Recreational and Other Common Facilities:

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):

Please see Exhibit M.

11. Conformance to Present Zoning Code:

a.  No variances to zoning code have been granted. Please refer to Part C ("Additional Information") on page 20 and to Exhibit L.

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>      </u>	<u>  X  </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 F.

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 G.

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:

Each Apartment shall have appurtenant thereto an undivided twenty-five percent (25%) interest in the common elements of the Project and in all common profits and expenses of the Project, and for all other purposes, including voting.

- 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 H describes the encumbrances against the title contained in the title report dated November 11, 1994 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 obligations. A blanket 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 improvements 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: None

G. Status of Construction and Estimated Completion Date:

The date of completion of Apt. A is unknown. Apts. B, C & D were relocated to their present locations in 1963.

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):

N/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                       the Developer or the Developer's affiliate  
 self-managed by the Association of Apartment Owners                       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 I 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                       Electricity                       Gas                       Water  
 Sewer                       Television Cable                       Other \_\_\_\_\_

## 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 (which Developer anticipates will be used by the trust beneficiaries for the sale of apartments C and D)

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

Escrow Agreement dated September 21, 1994

Exhibit K 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 document related 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 part of Registration No. 3235 filed with the Real Estate Commission on Nov. 23, 1994.

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

yellow paper stock     white paper stock     pink paper stock

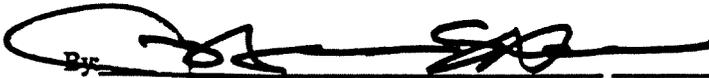
C. Additional Information Not Covered Above:

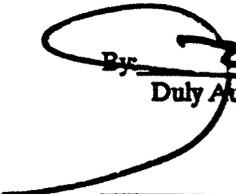
The Department of Land Utilization issued an Existing Use Permit (92/EU-11(AM)) (the "EUP") on December 1, 1992, and the Building Department confirmed that all conditions for the EUP had been fulfilled. Please see Exhibit L for copies of the EUP and the Building Department's confirmation.

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.

First Hawaiian Bank, Successor Trustee of the Edna K. Martin Revocable Living Trust under that certain unrecorded Trust Agreement dated December 31, 1985

Name of Developer

By:  \_\_\_\_\_ JAN 20 1985  
Duly Authorized Signatory Date

  
FIRST HAWAIIAN BANK  
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

### EM CONDOMINIUM

#### DEVELOPER'S RESERVED RIGHTS

The Developer reserved the following rights in the Declaration: At any time prior to the first recording of a conveyance or transfer (other than for security) of an Apartment and its appurtenances to a third party, the Developer may amend the Declaration (including all exhibits) and the Bylaws in any manner, without the consent or joinder of any Apartment purchaser or any other party. Notwithstanding the lease, sale or conveyance of any of the Apartments, the Developer may amend the Declaration (and when applicable, any exhibits to the Declaration and the Condominium Map) to file the "as-built" verified statement required by Section 514A-12 of the Act (i) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans thereto filed fully and accurately depict the layout, location, Apartment numbers, and the dimensions of the Apartments as built, or (ii) so long as the plans filed therewith involve only minor changes to the layout, location, or dimensions of the Apartments as built or any change in the Apartment number.

## EXHIBIT B

### EM CONDOMINIUM

#### DESCRIPTION OF THE BUILDINGS

There are four detached buildings (the "Buildings") each of which comprises a single Apartment and a detached two-car garage which comprises a portion of Apartments "C" and "D". None of the Buildings have basements. Two of the Buildings have two stories; the other two Buildings and the detached two-car garage are one-story structures.

## EXHIBIT C

### EM CONDOMINIUM

#### RESTRICTIONS ON PETS

Unless the Apartment Owners agree otherwise and express their agreement in a written instrument signed by all Owners, no livestock, poultry, or any animal raised or kept for commercial purposes shall be allowed or kept in any part of the Project; except that dogs, cats, rabbits, and other household pets limited to a total of two (2) in number may be kept by occupants in their respective Apartments or on the Dwelling Lots appurtenant thereto, but these household pets shall not be kept, bred, or used therein for any commercial purpose. The limit on the number of pets allowed shall not apply to fish.

(a) Any animal permitted shall not include those described as pests under section 150A-2, Hawaii Revised Statutes, as amended, or animals prohibited from importation under sections 141-2, 150A-2 or 150A-6, Hawaii Revised Statutes, as amended.

(b) If an Owner has agreed in writing to allow a tenant to keep a pet in the Owner's Apartment or on the Dwelling Lot appurtenant thereto, the tenant may keep only those types of pets which may be kept by the Owner.

(c) Any Owner who keeps a pet in his/her Apartment or on the Dwelling Lot appurtenant thereto pursuant to any provision contained herein may, upon the death of the animal, replace the animal with another and continue to do so for as long as the Owner continues to reside the Project. Any Owner who keeps a pet pursuant to the foregoing sentence as of the effective date of an amendment to these Bylaws which prohibits Owners from keeping pets in their Apartments shall not be subject to the prohibition but shall be entitled to keep the pet and acquire new pets as provided in the foregoing sentence.

## EXHIBIT D

### EM CONDOMINIUM

#### BOUNDARIES OF APARTMENTS

Except as otherwise provided herein, each Apartment shall be deemed to consist of the entire Building in which the Apartment is located, including:

(a) the outside surfaces of the Building (including the roof), the bottom surfaces of the footing of the Building, the entire concrete slab underlying the Building, all eaves, awnings, rain gutters and drain pipes attached to the Building;

(b) all perimeter and interior walls and partitions, both load-bearing and non-load-bearing except for the partition wall between the one-car garages of Apartment "C" and Apartment "D";

(c) all doors and door frames, windows and window frames comprising part of the Building;

(d) all garages, decks, lanais, patios, porches, steps, stairs or other components physically attached to the Building and for the exclusive use of the Building and its occupants;

(e) all portions of any garage located on the Dwelling Lot appurtenant to the Apartment and for the exclusive use of the occupants of the Apartment;

(f) the air space within the Building's perimeter walls, floor and roof;

(g) all ducts, pipes, wires and conduits within the Building which serve only that Building; and

(h) all fixtures originally installed therein.

Each Apartment shall not be deemed to include any pipes, wires, ducts, conduits or other utility or service lines running through the Apartment's Building which are utilized by or serve more than one Apartment.

## EXHIBIT E

### EM CONDOMINIUM

#### PERMITTED ALTERATIONS TO APARTMENTS

1. Alterations and Additions to Apartments. Except as provided in the paragraph below, each Apartment Owner shall have the right, at his sole option at any time and without the consent of anyone other than the holders of all mortgages affecting his Apartment, to improve, renovate, remodel, make additions to, enlarge, remove, replace, or restore the Apartment or portions thereof (collectively, the foregoing are referred to as "changes"), subject to the following conditions:

(a) All building plans for any such changes shall be prepared by a licensed architect or professional engineer and shall conform with County building or zoning laws and other applicable City and County ordinances.

(b) The value of the Apartment after such changes shall not be less than the value before such changes.

(c) No change to an Apartment will be made outside the Dwelling Lot which is appurtenant to the Apartment; no change will affect any common element or limited common element other than limited common elements appurtenant to such Apartment, unless the Owner first obtains the written consent of the Board of Directors; no change will reduce the distance between improvements placed on each Dwelling Lot to less than what it was originally as shown on the Condominium Map (unless the owner of such other improvements consents); and no change to an Apartment will be made if the effect of such change would be to exceed the Apartment's proportionate share of the allowable floor area or Lot area coverage for the Property, as defined by the Zoning Ordinance of the City and County of Honolulu in effect when the change is to be made. The proportionate share of allowable floor area or Lot area coverage for each Apartment shall be the same as the Apartment's undivided interest in the common elements.

(d) All such changes shall be at the expense of the Apartment Owner making the change and shall be expeditiously made and in a manner that will not unreasonably interfere with the other Apartment Owners' use of their Apartments or Dwelling Lots.

(e) During the entire course of construction, the Apartment Owner making such change will cause to be maintained

at his expense builder's all-risk insurance in an amount not less than 100% of the estimated cost of construction. The Association shall be named as an additional insured and, upon the request of the Association, evidence of such insurance shall be deposited with the Association or its Managing Agent, if any.

(f) Prior to commencement of the construction of a change, and as a condition thereto, the Apartment Owner making such change shall give reasonable assurance to the Association of the Owner's financial ability to complete and to pay for the change.

(g) The Owner of the changed Apartment shall have the right to utilize, relocate, and realign existing and/or to develop additional central and appurtenant installations for services to the Apartment affected by such change for electricity, sewer and other utilities and services and, when applicable, to add, delete, relocate, realign, designate, and grant easement and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall neither cause any interruption in the service of such utilities to any other part of the Project nor adversely affect the value of any Apartment in the Project.

(h) Promptly upon completion of any changes permitted under this section, the Owner of the changed Apartment, at such Owner's sole cost and expense and without the consent or joinder of any other person except the holders of all mortgages affecting the Apartment, shall duly record an amendment to this Declaration, together with a complete set of the floor plans of the Project as so altered, certified as built by a registered architect or professional engineer. All existing Apartment Owners and all future Apartment Owners and their mortgagees, by accepting an interest in an Apartment, shall be deemed to have given each Apartment Owner a Power of Attorney to execute an amendment to the Declaration solely for the purpose of describing the changes to his respective Apartment so that each Apartment Owner shall hereafter have a Power of Attorney from all the other Apartment Owners to execute such amendment to the Declaration. This Power of Attorney shall be deemed coupled with each Owner's interest in his Apartment (including his common interest) and shall be irrevocable.

(i) Each and every conveyance, lease and mortgage or other lien made or created on any Apartment and all common interests and other appurtenances thereto shall be subject to the provisions of this paragraph and any lease of an Apartment shall reserve to all Apartment Owners the rights set forth in this paragraph.

2. Alteration and Additions to the Garage Portions of Apartments "C" and "D." The Owners of Apartments "C" and "D" shall have the right, at their sole discretion and without the consent of anyone other than the holders of mortgages affecting Apartments "C" and "D," to improve, renovate, remodel, make additions to, enlarge, remove, replace, or restore the garage portions of Apartments "C" and "D" (collectively, the foregoing are referred to as "changes") subject to conditions (a) through (i) set forth above. If the Owners of Apartments "C" and "D" cannot reach an agreement regarding such changes, then the matter shall be submitted to the Board for resolution forthwith. Following the Board's decision, the Owners of Apartments "C" and "D" shall have the right to mediation/ arbitration set forth in the Bylaws.

## EXHIBIT F

### EM CONDOMINIUM

#### COMMON ELEMENTS

The common elements include, but are not limited to:

- (a) The land included in the Project, in fee simple;
- (b) The limited common elements;
- (c) All pipes, wires, conduits, or other utility or service lines, drainage ditches or appurtenant drainage structures and retaining walls (if any), which are located outside the Apartments and which are utilized for or serve more than one Apartment;
- (d) All pipes, wires, ducts, conduits or other utility or service lines running through an Apartment which are utilized by or serve more than one Apartment; and
- (e) All improvements within the Project which are not part of any Apartment.

## EXHIBIT G

### EM CONDOMINIUM

#### LIMITED COMMON ELEMENTS

Certain of the common elements are hereby set aside and reserved for the exclusive use of certain of the Apartments, and each Apartment shall have appurtenant thereto exclusive easements for the use of all limited common elements set aside and reserved for such Apartment's exclusive use.

1. Apartment "A". The limited common elements appurtenant to and for the exclusive use of Apartment "A" are shown on the Condominium Map and are as follows:

(a) The yard area, of approximately 3,550 square feet, shaded on the page of the Condominium Map showing the layout of Apartment "A" and designated as "Area A", and all rock walls, trees, shrubs, plants and landscaping situated therein;

(b) The mailbox designated by the mailing address for Apartment "A"; and

(c) The driveway leading to the garage that is part of Apartment "A."

2. Apartment "B". The limited common elements appurtenant to and for the exclusive use of Apartment "B" are shown on the Condominium Map and are as follows:

(a) The yard area, of approximately 3,431 square feet, shaded on the page of the Condominium Map showing the layout of Apartment "B" and designated as "Area B", and all rock walls, trees, shrubs, plants and landscaping situated therein;

(b) The mailbox designated by the mailing address for Apartment "B"; and

(c) The driveway leading to the garage that is part of Apartment "B."

3. Apartment "C". The limited common elements appurtenant to and for the exclusive use of Apartment "C" are shown on the Condominium Map and are as follows:

(a) The yard area, of approximately 4,050 square feet, shaded on the page of the Condominium Map showing the layout of Apartment "C" and designated as "Area C," and all rock walls, trees, shrubs, plants and landscaping situated therein; and

(b) The mailbox designated by the mailing address for Apartment "C".

(c) The driveway leading to the two-car garage, the southern half of which is a portion of Apartment "C" and the northern half of which is a portion of Apartment "D," shall be a limited common element appurtenant to both Apartment "C" and Apartment "D."

4. Apartment "D". The limited common elements appurtenant to and for the exclusive use of Apartment "D" are shown on the Condominium Map and are as follows:

(a) The yard area, of approximately 3,850 square feet, shaded on the page of the Condominium Map showing the layout of Apartment "D" and designated as "Area D," and all rock walls, trees, shrubs, plants and landscaping situated therein; and

(b) The mailbox designated by the mailing address for Apartment "D".

(c) The driveway leading to the two-car garage, the southern half of which is a portion of Apartment "C" and the northern half of which is a portion of Apartment "D," shall be a limited common element appurtenant to both Apartment "C" and Apartment "D."

5. Other Limited Common Elements. Any other common element of the Project which is rationally related to only one Apartment shall be deemed a limited common element appurtenant to and for the exclusive use of such Apartment.

## EXHIBIT H

### EM CONDOMINIUM

#### ENCUMBRANCE AGAINST TITLE

1. The "URBAN RENEWAL PLAN FOR THE HINANO PROJECT" (Project No. Hawaii R-9) dated October 26, 1966, recorded in the Bureau of Conveyances for the State of Hawaii (the "Bureau") in Book 5475, Page 154, as amended by instruments recorded in the Bureau in Book 5868, Page 438 and recorded in Book 18115, Page 282.
2. Declaration of Condominium Property Regime for "EM CONDOMINIUM" Condominium Project dated August 26, 1994, recorded in the Bureau of Conveyances of the State of Hawaii as Document No.94-156744. (Project covered by Condominium Map No. 2109.)
3. By-Laws of the Association of Apartment Owners of said Condominium Project dated August 26, 1994, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 94-156744.
4. For Real Property Taxes that may be due and owing, reference is made to the Office of the Tax Assessor, City and County of Honolulu.

**EXHIBIT I**

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

Estimate of Initial Maintenance Fees: (approximate)

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>
Apartment A	\$70.00 x 12 = \$840.00
Apartment B	\$70.00 x 12 = \$840.00
Apartment C	\$70.00 x 12 = \$840.00
Apartment D	\$70.00 x 12 = \$840.00

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 Fee 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 (\$70.00 x 4) x 12 = \$3,360.00

Insurance

Reserves(\*)

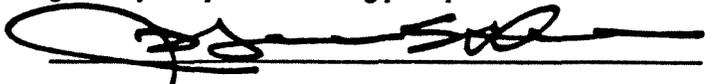
Taxes and Government Assessments

Audit Fees

Other

TOTAL (\$70.00 x 4) x 12 = \$3,360.00

I, JONATHAN S. KONO "FIRST HAWAIIAN BANK TRUSTEE"  
 as agent and employed by \_\_\_\_\_, the condominium  
 managing agent or the developer, for the condominium project EM CONDOMINIUM,  
 hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee  
 disbursements were prepared in accordance with generally accepted accounting principles.



Date: JAN 25 1995

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

## EXHIBIT J

### EM CONDOMINIUM

#### SUMMARY OF SALES CONTRACT

A specimen Sales Contract which the Developer anticipates will be used by the two trust beneficiaries for the sales of Apartments C and D has been submitted to the Real Estate Commission of the State of Hawaii as part of the registration. The specimen Sales Contract is the Hawaii Association of Realtors Standard Form of "Deposit Receipt Offer and Acceptance (DROA)" which has an Attachment "1" which provides in part:

(A) If a buyer indicated its intention to be an owner-occupant of its Apartment under Hawaii's Sales to Owner-Occupants Law (Part VI of the Condominium Law) ("Sales to Owner-Occupants Law") by signing a document entitled "Affidavit of Intent to Purchase and Reside in an Owner-Occupant Designated Condominium Residential Unit" (the "Affidavit"), then the following provisions shall apply:

(i) The representations the buyer made in the Affidavit are made a part of the Sales Contract and any breach of those representations shall constitute a breach of the Sales Contract.

(ii) In the Affidavit, the buyer promised, among other things, to reaffirm at closing its intent to be an owner-occupant of its Apartment. If the Sales Contract has become binding on the buyer pursuant to section 514A-62 of the Condominium Law, and if the buyer does not reaffirm at closing its intent to be an owner-occupant, the buyer will be in default under the Sales Contract, and Seller will be required to cancel the Sales Contract. If that happens, Seller will have all the remedies provided in the Sales Contract.

(iii) If the buyer does not keep any of the other promises the buyer made in the Affidavit, the buyer will be in default under the Sales Contract and Seller may exercise the default remedies described in section H.9(a) of the Sales Contract.

This summary is not intended to be comprehensive of the provisions of the Sales Contract or a substitute for a buyer's reading of the entire Sales Contract.

## EXHIBIT K

### EM CONDOMINIUM

#### SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement sets up an arrangement under which (a) any money to be paid by the trust beneficiaries under arrangements for estate taxes and other administrative matters; and (b) any owner-occupant deposits (the "Owner-Occupant Deposits") which a prospective purchaser Buyer makes will be held by a neutral party ("Escrow"). Escrow is First Hawaiian Bank.

DEPARTMENT OF LAND UTILIZATION  
**CITY AND COUNTY OF HONOLULU**

630 SOUTH KING STREET  
HONOLULU, HAWAII 96813 • (808) 523-4432



FRANK F. FASH  
MAYOR

DONALD A. CLEGG  
DIRECTOR

LORETTA K.C. CHEE  
DEPUTY DIRECTOR

92/EU-11 (AM)

December 1, 1992

Mr. James Florente  
D & S Drafting Service  
45-955 Kam Highway, Suite 200  
Kaneohe, Hawaii 96744

Dear Mr. Florente:

SUBJECT : SECTION 3.130 EXISTING USE (LUO)  
PROJECT NAME : EM CONDOMINIUM (4 DWELLING UNITS)  
LOCATION : 3524, 3528, 3532 CAMPBELL AVENUE;  
3207 HINONO STREET  
TAX MAP KEY : 3-1-15: 53  
OWNER : FIRST HAWAIIAN BANK, TRUSTEE

The application for the development is approved as an Existing Use under Section 3.130 of the Land Use Ordinance in accordance with the application plans dated August 31, 1992, subject to the following conditions:

1. Approval is only for alterations, additions, repairs and reconstruction of the existing dwelling units and accessory uses. All proposed improvements shall be subject to compliance with the Land Use Ordinance such as yards, heights, parking and lot coverage, Subdivision Rules and Regulations, Building Code, and other regulations. Reconstruction shall be compatible in design with the existing and surrounding structures and in the same general location and size. Final plans shall be approved by the Department of Land Utilization prior to issuance of building permits;
2. The attached laundry area located at 3528 Campbell Avenue encroaches into the 5-foot rear yard which is not permitted. The encroachment shall be removed and corrected in accordance with the LUO. Building permit for the correction shall be obtained and work completed within 60 days of this approval. Failure to correct the encroachment within the 60-day period shall null and void this Existing Use permit approval.

Mr. James Florente  
Page 2

3. The number of dwelling units (4) on the property shall not be increased; and
4. This Existing Use approval does not certify that the existing structures and improvements comply with the requirements of the zoning code or other regulations. They are subject to separate review and approval.

Should you have any questions, please contact Walter Connors of our staff at 527-5837.

Very truly yours,

  
DONALD A. CLEGG  
Director of Land Utilization

DAC:gc  
florente.gkc

cc: Building Department

BUILDING DEPARTMENT  
CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING  
650 SOUTH KING STREET  
HONOLULU, HAWAII 96813



FRANK F. FASI  
MAYOR

HERBERT K. MURAOKA  
DIRECTOR AND BUILDING SUPERINTENDENT

WILLIAM F. REMULAR  
DEPUTY

Ex93-10

January 27, 1993

Ms. Laurie A. Kuribayashi  
Cades Schutte Fleming & Wright  
Attorneys at Law  
P. O. Box 939  
Honolulu, Hawaii 96808

Dear Ms. Kuribayashi:

Subject: EM Condominium  
Tax Map Key: 3-1-15: 53

This is in reply to your letter dated January 12, 1993  
regarding the above-mentioned matter.

An inspection on December 30, 1992 revealed that the laundry  
shed has been removed and notice of violation No. Ex92-12-1  
corrected. By copy of this letter the Department of Land  
Utilization will be so informed.

If you have any questions, please contact Mr. Ivan Matsumoto  
at 527-6341.

Very truly yours,

  
PR HERBERT K. MURAOKA  
Director and  
Building Superintendent

cc: Department of Land Utilization

EXHIBIT L

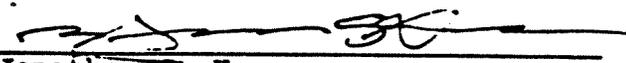
Page 3 of 3

**DECLARANT'S STATEMENT**  
**PURSUANT TO §§514A-40(b)(2) AND (3), HAWAII REVISED STATUTES**

In reliance upon the report, dated November 17, 1994, prepared by Mr. James Matichuk, AIA (Registered Professional Architect No. 6533), attached hereto as Exhibit "A" and made a part hereof, and pursuant to sections 514A-40(b)(2) and (3), Hawaii Revised Statutes, as amended, Declarant makes the following statement:

The present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the Project is satisfactory. No representations are made with respect to the useful life of any of these components or installations.

First Hawaiian Bank, Successor Trustee of the  
Edna K. Martin Revocable Living Trust under  
that certain unrecorded trust agreement dated  
December 31, 1985

By 

Jonathan S. Kono  
Its Assistant Vice President

"Declarant"

EXHIBIT M



# Hawaii Architects Inc.

James Matichuk, AIA, Architect

Architecture

Planning

Interiors

Graphics

Engineering

November 17, 1994

CADES SCHUTTE FLEMING & WRIGHT  
1000 BISHOP STREET  
Honolulu, Hawaii 96813

Attention: Laurie A. Kuribayashi

RE: CONDOMINIUM PROPERTY REGIME: EDNA MARTIN TRUST  
Located at: 3207 Hinano Street; TMK: 1-3-1-015-053

Dear Ms. Kuribayashi

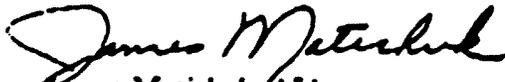
In accordance with your request, I carried out an inspection of the above noted property on October 18 and October 21, 1994, in the company of Jonathan S. Kono, Assistant Vice President, Trust and Real Estate Management, First Hawaiian Bank.

The following report is a professional opinion based on the physical inspection of visible elements in readily accessible areas as they appeared at the time of inspection. The purpose of the inspection was to describe the present condition of all components material to the use and enjoyment of the condominium. The following opinions contain no warranty expressed or implied.

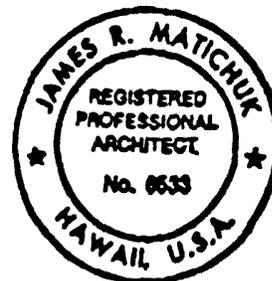
The existing buildings conformance with the plans (379-1/4, 379-2/4, 379-3/4 and 379-4/4) dated and signed on April 19, 1993. The structure generally appears to be in sound condition except for numerous cracks in the concrete slabs, rock walls, concrete masonry walls and foundations. The cracks are clearly visible and will not materially affect the use and enjoyment of the buildings.

The condition of installations, material to the use and occupancy of the condominium is satisfactory.

Yours truly,  
Hawaii Architects, Inc.

  
James Matichuk, AIA

Registered Professional Architect, No. 6533



111 A Hekili Street, #165, Kailua, Hawaii, 96734  
Fax: (808) 263-8328 Telephone (808) 262-2475