CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer Castle & Cooke Homes Hawaii, Inc.
Address 650 Iwilei Road, Honolulu, Hawaii 96817

Project Name(*): Ku'ulako - Phase 3
Address: 95-1040, 95-1042, 95-1044, 95-1046, 95-1048, 95-1050, 95-1052, 95-1054, 95-1056, 95-1058, 95-1060, 95-1062 and 95-1064 Kuauli Street, Mililani Town, Hawaii 96782

Registration No. 3426 Effective date: October 26, 1995
Expiration date: November 26, 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.

XX **FINAL: (white)** The developer has legally created a condominium and has filed complete information with the Commission.
[XX] 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

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

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required and attached to this report [XX] 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.

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

[ ] Changes made are as follows:

****

SPECIAL ATTENTION:

The Developer has disclosed the following:

1. The apartments in the Project are subject to certain owner-occupancy requirements and certain restrictions on use and transfer after purchase. These restrictions are more fully set forth in the Apartment Deed and are summarized in section 3 of Exhibit "J" to this Public Report. Buyers should be aware of these restrictions before signing a Sales Contract.

2. All of the Apartments in the Project are subject to certain income and other eligibility requirements established by the Housing Finance and Development Corporation of the State of Hawaii ("HFDC"). Buyers will be required to sign affidavits representing that they meet all applicable requirements.

3. Except for certain permitted transfers, Buyers may not transfer their apartments during a time specified in the Apartment Deed.

ALL PROSPECTIVE BUYERS ARE CAUTIONED TO REVIEW CAREFULLY THIS PUBLIC REPORT AND ALL DOCUMENTS ON FILE AT THE DEVELOPER'S SALES OFFICE IN CONNECTION WITH THE PROJECT BEFORE SIGNING A SALES CONTRACT.

****

TABLE OF CONTENTS

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

EXHIBIT A: DESCRIPTION OF APARTMENTS
EXHIBIT B: BOUNDARIES OF APARTMENTS
EXHIBIT C: PERMITTED ALTERATIONS
EXHIBIT D: COMMON INTERESTS AND ASSIGNED LIMITED COMMON ELEMENTS
EXHIBIT E: COMMON ELEMENTS
EXHIBIT F: LIMITED COMMON ELEMENTS
EXHIBIT G: ENCUMBRANCES AGAINST TITLE
EXHIBIT H: WARRANTIES
EXHIBIT I: ESTIMATE OF INITIAL MAINTENANCE FEES AND ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS
EXHIBIT J: SUMMARY OF SALES CONTRACT
EXHIBIT K: SUMMARY OF ESCROW AGREEMENT

General Information On Condominiums

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

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: Castle & Cooke Homes Hawaii, Inc.
Name
650 Iwilei Road, P.O. Box 2780
Business Address
Honolulu, Hawaii 96817

Phone: (808) 548-4811
(Business)

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

Thomas C. Leppert (President); Wallace Miyahira (Exec. Vice Pres.); Larry K. S. Lum (Vice Pres. & General Manager); Beverly Garcia (Vice Pres., Controller & Asst. Sec.); Bert T. Kido (Vice Pres. - Human Resources); Harry A. Saunders III (Vice Pres. - Marketing/Sales); Roland Kim (Vice Pres.); Kevin R. Shaney (Vice Pres. & Sec.); J. Brett Tibbitts (Asst. Sec.); David W. Perrigo (Asst. Treas.)

Real Estate Broker: Castle & Cooke Homes Hawaii, Inc.
Name
95-1091 Ainamakua Drive
Business Address
Mililani Town, Hawaii 96782

Phone: (808) 626-1133
(Business)

Escrow: Title Guaranty Escrow Services, Inc.
Name
235 Queen Street
Business Address
Honolulu, Hawaii 96813

Phone: (808) 521-0211
(Business)

General Contractor: Castle & Cooke Homes Hawaii, Inc.
Name
650 Iwilei Road, P.O. Box 2780
Business Address
Honolulu, Hawaii 96817

Phone: (808) 548-4811
(Business)

Condominium Managing Agent: Certified Management, Inc.
Name
3179 Koapaka Street
Business Address
Honolulu, Hawaii 96817

Phone: (808) 836-0911
(Business)

Attorney for Developer: Cades Schutte Fleming & Wright
Name
1000 Bishop Street
Business Address
Honolulu, Hawaii 96813
Attention: Mark A. Hazlett, Esq., and Jeffrey D. Watts, Esq.

Phone: (808) 521-9200
(Business)

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

[ ] Proposed

[ ] Recorded - Bureau of Conveyances: Document No. _____

Book _____ Page _____

[XX] Filed - Land Court: Document No. 2263459

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

B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

[ ] Proposed

[ ] Recorded - Bureau of Conveyances Condo Map No. _____

[XX] Filed - Land Court Condo Map No. 1107

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

[ ] Proposed

[ ] Recorded - Bureau of Conveyances: Document No. _____

Book _____ Page _____

[XX] Filed - Land Court: Document No. 2263460

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 [XX] Adopted [ ] Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents**

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

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

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%*	75%**
Bylaws	65%	65%
House Rules	---	Majority of Board of Dirs.

* The percentage for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments. ** Certain amendments require Developer's written consent and/or mortgagee approval. See Section T of the Declaration.

2. Developer:

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

[XX] Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

The Developer may amend the Declaration, Bylaws and Condominium Map (a) at any time prior to the recording of the first apartment conveyance to a party not signatory to the Declaration; (b) to make any amendments required by law, by the Real Estate Commission of the State of Hawaii, by any title insurer issuing title insurance on the Project or any of the apartments, by any institutional lender lending funds on the security of the Project or any of the apartments, or by any governmental agency; (c) to file the "as built" verified statement required by Section 514A-12, HRS; and (d) at any time to effect the changes provided in the Declaration of Merger of Condominium Phases referred to in Section S of the Declaration, including the right to merge the Project with Phases 1 and 2.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

[XX] 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: 95-1040, 95-1042, 95-1044, 95-1046, 95-1048, 95-1050, 95-1052, 95-1054, 95-1056, 95-1058, 95-1060, 95-1062 and 95-1064 Kuauli Street, Mililani Town, Hawaii 96782

Tax Map Key: (1) 9-5-49-52 (TMK)

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

Land Area: 6.342 [ ] square feet [XX] acre(s) Zoning: R-5

Fee Owner: Castle & Cooke Homes Hawaii, Inc.
Name
650 Iwilei Road, P.O. Box 2780
Address
Honolulu, Hawaii 96817

Sublessor: _____
Name
_____
Address
_____

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 13 Floors Per Building 2

[ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

[ ] Concrete [ ] Hollow Tile [ ] Wood

[XX] Other metal, concrete, wood, gypsum board, glass and allied construction materials

4. Permitted Uses by Zoning:

	No. of Apts.	Use Permitted By Zoning		No. of Apts.	Use Determined By Zoning
[XX] Residential	65	[XX] Yes [ ] No	[ ] Ohana		[ ] Yes [ ] No
[ ] Commercial		[ ] Yes [ ] No	[ ] Industrial		[ ] Yes [ ] No
[ ] Mix Res/Comm		[ ] Yes [ ] No	[ ] Agricultural		[ ] Yes [ ] No
[ ] Hotel		[ ] Yes [ ] No	[ ] Recreational		[ ] Yes [ ] No
[ ] Timeshare		[ ] Yes [ ] No	[ ] Other		[ ] Yes [ ] No

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

5. Special Use Restrictions:

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

[XX] Pets: Maximum of 2 dogs, cats or other household pets of reasonable size as determined by the Board

[XX] Number of Occupants: No more than 5 persons per two-bedroom apt. and 7 persons per three-bedroom apt.

[XX] Other: No waterbeds w/o Board approval.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 1, per apt. type Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)

Total Apartments: 65 SEE EXHIBIT "A"

***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 "B"

Permitted Alterations to Apartments:

SEE EXHIBIT "C"

7. Parking Stalls:

Total Parking Stalls: 140

	Regular		Compact		Tandem		Handicap		
	covered	open	covered	open	covered	open	covered	open	TOTAL
Assigned (for each unit)		52		65				13	130
Guest		4		5				1	10
Unassigned									
Extra for Purchase									
Other:									
Total Covered & Open	56		70				14		

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

[ ] Commercial parking garage permitted in condominium project.

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

8. Recreational and Other Common Facilities:

[XX] 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

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

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

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

N/A

11. Conformance to Present Zoning Code

a. [XX] No variances to zoning code have been granted.

[ ] Variance(s) to zoning code was/were granted as follows:

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

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

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

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

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

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

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

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

[XX] 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.

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

[XX] described in Exhibit "F". SEE ALSO EXHIBIT "D"

[ ] as follows:

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

[XX] described in Exhibit "D".

[ ] as follows:

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

Exhibit "G" describes the encumbrances against the title contained in the title report dated September 19, 1995 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

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

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

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

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

Type of Lien	Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed **Prior to Conveyance**
N/A	

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:

   SEE EXHIBIT "H"

2. Appliances:

   SEE EXHIBIT "H"

G. Status of Construction and Estimated Completion Date:

Construction of the Project has commenced and is estimated to be completed by June 30, 1996.

H. Project Phases:

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

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

The Developer contemplates that Ku'ulako - Phase 3 (sometimes called herein "Phase 3") will be the third phase of a multi-phase development. The Developer's current plan is to develop two (2) additional phases and to merge all phases for administrative purposes into one residential condominium project containing a total of 215 apartments. However, the Developer is not obligated to develop any phase beyond Ku'ulako - Phase 3 or to merge Ku'ulako - Phase 3 with any other projects. The requirements for and consequences of a merger of the Project with any additional phase or phases are more fully set forth in that certain Declaration of Merger of Condominium Phases, as now or hereafter amended, referred to in Section S of the Declaration and on file with the Real Estate Commission.

IV. CONDOMINIUM MANAGEMENT

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

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

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

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

B. **Estimate of Initial Maintenance Fees:**

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

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

Exhibit "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
[XX] Electricity*
[ ] Gas
[XX] Water
[XX] Sewer
[ ] Television Cable
[ ] Other _____

* Common areas only

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

[XX] Notice to Owner Occupants

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

[XX] Escrow Agreement dated September 22, 1995
Exhibit "K" contains a summary of the pertinent provisions of the escrow agreement.

[XX] Other Eligibility Affidavits; Co-Mortgagor Addenda; V.A. Addenda

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 Mililani Town Covenants; Declaration of Merger of Condominium Phases

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. 3426 filed with the Real Estate Commission on October 4, 1995.

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

[ ] yellow paper stock [XX] white paper stock [ ] pink paper stock

C. **Additional Information Not Covered Above:**

1. Mililani Town Covenants. The Declaration of Condominium Property Regime for the Project provides that all present and future apartment owners, tenants and occupants of apartments shall be bound by and subject to the provisions of that certain Declaration of Covenants, Conditions and Restrictions for Mililani Town, dated April 19, 1968, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 441561, as amended by instrument dated May 22, 1968, filed in said Office as Document No. 445150, and as further amended from time to time (the "Mililani Town Covenants"). The Mililani Town Covenants provide, among other things, that each apartment owner, by virtue of being such an owner, shall be a member of the Mililani Town Association and shall pay assessments to the Mililani Town Association, as set forth in the Mililani Town covenants.

2. Maintenance and Repair of Apartments and Common Elements. The Bylaws provide that every apartment owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his apartment, including without limitation all doors, sliding glass doors (if any), windows, window fixtures, and all internal installations within the apartment such as water, electricity, gas (if any), telephone, sanitation, lights, and all other fixtures and accessories belonging to such apartment, if any, and the interior decorated or finished surfaces of all walls, partitions, floors, ceilings and roofs of such apartment, if any, with all necessary reparations and amendments whatsoever in good order and condition, except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board or the Managing Agent.

In addition, each apartment owner shall at his own expense at all times well and substantially repair, maintain, amend and keep the fenced private yard area, if any, appurtenant to and reserved for the exclusive use of such owner's apartment, in good order and condition, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work, and in case of such owner's failure after reasonable notice to keep the fenced private yard area, if any, as aforesaid, the Association (through the Board or the Managing Agent) shall have the right (but not the obligation) to perform any such work and the cost thereof shall be charged to such apartment owner as a special assessment constituting a lien against his interest in his apartment which may be foreclosed by the Board or the Managing Agent in the same manner as provided in the Condominium Act for unpaid common expenses.

Except as expressly provided to the contrary in Section 1 of Article VI of the Bylaws, all maintenance, repairs and replacements to the common elements, whether located inside or outside of the apartments, shall be made by the Board. All costs of such maintenance, repairs and replacements to the common elements (excluding, however, the limited common elements) shall be charged to all the owners as a common expense, and all costs of such maintenance, repairs and replacements to any limited common elements shall be charged, as a limited common expense in the proportions set forth in the Declaration, to the owners of all apartments to which such limited common elements are appurtenant; provided, however, that any such maintenance, repair or replacement to any common or limited common element necessitated by the negligence, misuse or neglect of an apartment owner or occupant or any person under either of them, shall be charged to such apartment owner or the apartment owner of the apartment of such occupant, as a special assessment constituting a lien against his interest in his apartment which may be foreclosed by the Board or Managing Agent in the same manner as provided in the Condominium Act for unpaid common expenses. Without limitation of the generality of the foregoing, every apartment owner shall reimburse the Association promptly on demand for all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or any occupant of his apartment or any person under either of them and shall give prompt notice to the Managing Agent of any such loss or damage or other defect in the Project when discovered.

3. Private Storm Drainage System. The Project is served, in whole or in part, by a private storm drainage system (the "Private Drainage System") more fully described in paragraph F.10 of the Declaration. Pursuant to section 14-12.12, Revised Ordinances of Honolulu 1990, as amended, the City and County of Honolulu (the "City") granted the Developer a license to connect the Private Drainage System to the City's storm sewer system. The terms and conditions of the license are set forth in an agreement signed by the Developer and approved by the City on April 13, 1994 (the "Drainage Agreement"). Pursuant to paragraph F.10 of the Declaration, the Developer has reserved the right to

transfer or cause to be transferred to the Project's Association of Apartment Owners (the "Association") some or all of the obligations, responsibilities and liabilities of the Developer as licensee (the "Licensee") under the Drainage Agreement, and each owner and the Association agree to execute any and all documents required by the Developer or the City to transfer such obligations, responsibilities and liabilities from the Developer to the Association. At the request of the Developer or the City, the Association shall enter into a new drainage system agreement with the City, which new agreement will supersede the Drainage Agreement. From and after any transfer to the Association of the Licensee's obligations and liabilities under the Drainage Agreement, or from and after termination of the Drainage Agreement and the execution of a new drainage system agreement by and between the Association and the City, each apartment owner and the Association shall indemnify and hold harmless the Developer, its affiliates, successors and assigns, from and against any and all claims and demands for damages or otherwise in connection with the Association's performance of its obligations as Licensee under the Drainage Agreement, or under any new drainage system agreement by and between the Association and the City, or under any permit issued to the Association in connection with the Private Drainage System. The Developer covenants and agrees with each apartment owner and the Association that as of the date of this Public Report, construction of the Private Drainage System is complete and all costs and expenses arising in connection with such construction have been paid.

4. Landscaping of Yard Areas. Section C.10 of the Rules and Regulations requires each apartment owner to landscape his or her appurtenant limited common element yard area within ninety (90) days of recordation of his or her apartment deed, in accordance with plans approved by the Board of Directors of the Association. Section C.10 of the Rules and Regulations sets forth various coverage and setback requirements for landscaping, and each prospective purchaser is urged to read section C.10 of the Rules and Regulations carefully before purchasing an apartment and submitting landscape plans to the Board.

5. Periodic Termite Inspections. Section C.15 of the Rules and Regulations contains provisions regarding mandatory periodic termite inspections to be performed by the Association and each individual apartment owner. Each prospective purchaser should familiarize himself with the terms of section C.15 of the Rules and Regulations before purchasing an apartment in the Project.

A. 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.

Castle & Cooke Homes Hawaii, Inc.
Name of Developer

By: _____ SEP. 27 1995
Duly Authorized Signatory Date

LARRY LUM Vice President & General Manager
print name & title of person signing above

Distribution:

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

jdw/11895/0014/p.rpt/fpr.1

DESCRIPTION OF APARTMENTS

Apt. Type	Quantity	Bedrooms/ Bathrooms	Approx. Net Living Area*	Approx. Net Lanai Area*
A	1	2/2	686	44
Ar	12	2/2	686	44
B	1	2/2	799	61
Br	12	2/2	799	61
C	1	2/2	799	53
Cr	12	2/2	799	53
D	1	3/2	974	99
Dr	12	3/2	974	99
D-1	1	3/2	974	99
D-1r	12	3/2	974	99

Total Apartments: 65

*The measurements of net living area and net lanai area are in square feet. Net living area is the floor area of the apartment measured from the interior surface of the apartment's perimeter walls. Documents or maps which use a different method of measuring floor area may give figures which differ from those above.

EXHIBIT "A"

BOUNDARIES OF APARTMENTS

Each apartment shall be deemed to include all of the walls and partitions which are not load-bearing and which are within its perimeter walls; the inner decorated or finished surfaces of all walls, floors, roofs and ceilings; all windows, window frames, louvers (if any), shutters (if any), doors and door frames along the perimeter of the apartment; and all of the fixtures and appliances originally installed therein. Notwithstanding the net living areas set forth in Exhibit "D" attached to this Final Public Report and the manner in which such net living areas are measured, the respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls or partitions, the foundations, columns, girders, beams, floor slabs, footings, supports, roofs and ceilings located within or at the perimeter of or surrounding such apartment, any pipes, wires, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, pipes or air exhaust running through or otherwise located within such apartment which are utilized for or serve more than one apartment, all of which are deemed common elements as provided in the Declaration. Except as otherwise provided in Paragraph 2 of Section R of the Declaration (concerning expansions), the apartments shall also not be deemed to include the ground level lanais adjacent to the apartments and any concrete slabs or landings subsequently constructed in the apartment's Yard Area in connection with expansion of the apartment according to its Expansion Plans (as defined in the Declaration), all such lanais and concrete slabs or landings being limited common elements as provided in the Declaration.

PERMITTED ALTERATIONS

Except as otherwise provided in the Declaration, restoration, repair or replacement of the Project or of any building or other facility or construction of any additional building or structural alteration or addition to any structure, different in any material respect from the Condominium Map, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of the Declaration, duly executed by or pursuant to the affirmative vote of seventy-five percent (75%) of the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with all of the requirements of Paragraph 6 of Section I of the Declaration, and promptly upon completion of such restoration, replacement or construction, the Association shall duly file of record such amendment, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer; PROVIDED, HOWEVER, that notwithstanding any other provision in the Declaration to the contrary, the owner of an apartment may make any alterations or additions within an apartment and the owner of any two adjoining apartments may alter or remove all or portions of the intervening walls, at such owner's expense, if such alterations or additions are not visible from the exterior of the apartments and if the structural integrity of the building is not thereby affected. The alterations or additions permitted by the immediately preceding proviso shall require only the written approval thereof, including approval of the apartment owner's plans therefor, by the holders of first mortgage liens affecting such apartment (if the lien holders require such approval), by the appropriate agencies of the State of Hawaii and the City and County of Honolulu if such agencies so require, by the Board (which approval shall not be unreasonably or arbitrarily withheld or delayed), and by all other apartment owners thereby directly affected (as determined in a reasonable manner by the Board) and such alterations or additions may be undertaken without an amendment to the Declaration or filing of a complete set of floor plans of the Project as so altered. Prior to the termination of the common ownership of any two adjoining apartments, if the intervening walls shall have been altered or removed pursuant to the foregoing provision and any entrances sealed, the owner of such apartment shall restore such intervening walls and entrances to substantially the same condition in which they existed prior to such alteration or removal.

Notwithstanding any other provision in the Declaration to the contrary, at any time after one (1) year has

elapsed from the date of publication of a notice of completion of the building in which an apartment owner's apartment is located, the apartment owner shall have the right, with the prior written consent of the holders or insurers of all mortgages affecting the apartment and the written approval of the Board (which approval shall not be unreasonably withheld) but without the consent or approval of any other apartment owner or mortgagee, to convert all or part of the apartment's appurtenant lanai and all of the apartment's Expansion Area (as defined in paragraph 3(c) of Section D of the Declaration) into part of the apartment by improving the lanai and Expansion Area according to plans and specifications provided by the Project's architect, Design Partners, Inc. (the "Expansion Plans"), or according to such other plans as are substantially similar to the Expansion Plans and which have been prepared by a licensed Hawaii architect and approved by the Board; provided, however, prior Board approval shall not be required for minor modifications to the preapproved Expansion Plans where such modifications do not involve structural changes to the proposed improvements and are either required in order to comply with Hawaii law, or affect only the constructibility of the proposed improvements, or involve changes in the materials to be used in the proposed improvements where materials specified in the Expansion Plans are no longer readily available in Hawaii. The Expansion Plans for all apartment types require the construction of a small concrete slab landing outside of the boundaries of the apartment's Expansion Area but within the apartment's Yard Area, as shown on the Condominium Map. The Expansion Plans for all apartment types except types A and Ar permit the apartment owner to elect to add a second optional concrete slab landing outside of the apartment's Expansion Area but within the apartment's Yard Area, as shown on the Condominium Map. All slabs, landings and other permitted improvements constructed in an apartment's Yard Area (but outside of the apartment's Expansion Area) in connection with the expansion of the apartment shall be limited common elements appurtenant to the expanded apartment. No construction shall be performed except by a licensed and bonded Hawaii contractor, and no construction shall be commenced without the apartment owner first having presented evidence, satisfactory to the Board, that the foregoing licensing and bonding requirements have been met. No construction shall be commenced without the apartment owner first having obtained all building permits (which may require evidence of the Board's prior written approval of the owner's proposed improvements), other governmental permits and approvals required by law, and all approvals required by the Mililani Town Covenants and by the Declaration. After obtaining all such permits and approvals, but prior to commencement of construction, the owner of the apartment being expanded shall execute and cause to be recorded

in the Land Court an amendment to the Declaration (and, if necessary, an amendment to the Condominium Map), in form and content satisfactory to the Board of Directors and the holders or insurers of all mortgages affecting the apartment, which amendment shall (a) identify the apartment, (b) state that the apartment has been expanded pursuant to and in accordance with the provisions of paragraph 2 of section R of the Declaration, (c) modify the apartment's description to include the room or rooms added, (d) reflect that the original lanai appurtenant to the apartment has become part of the apartment and describe any slabs or landings added in connection with improvement of the Expansion Area, and (e) show the new aggregate net living area of the apartment after expansion, and any changes in appurtenant lanai area. The net living area of each apartment so expanded will increase by the size of the Expansion Area (approximately one hundred twenty (120) square feet), plus the size of that portion of the original lanai which becomes enclosed pursuant to the Expansion Plans, less any overlap between the Expansion Area and the original lanai. Despite the increase in net living area, however, there will be no change in the apartment's undivided interest in the common elements of the Project. Upon completion of construction, the owner of the expanded apartment shall execute and cause to be recorded in the Land Court a further amendment to the Declaration to which shall be attached a certificate, signed by a registered architect or professional engineer, identifying the apartment and certifying that the sheet or sheets of the Condominium Map showing the layout and elevations of the apartment's type, as expanded according to the Expansion Plans for that apartment type, accurately depict the layout, location, apartment number and dimensions of the apartment as built. All costs and expenses arising in connection with the expansion of an apartment, including but not limited to costs of obtaining all required governmental permits and approvals, drafting or otherwise obtaining and recording the amendments and certificates required by paragraph 2 of section R of the Declaration, and all legal costs and fees incurred by the apartment owner or the Association, shall be borne by the owner of the expanded apartment.

Notwithstanding any other provision in the Declaration to the contrary, prior to (a) the time that all apartments in the Project have been sold and recorded and (b) the filing by the Developer of the "as-built" verified statement (with plans, if applicable) required by Section 514A-12 of said Act (but in no event later than December 31, 2005), the Developer shall have the right to make alterations in the Project (and to amend the Declaration and the Condominium Map accordingly) without the approval, consent or joinder of any apartment owner, which change the configuration of, alter the number of

rooms of, decrease or increase the size of, or change the location of any apartment (and the limited common elements appurtenant thereto) in the Project which is not sold and recorded; or to make other alterations in the Project (and to amend the Declaration and the Condominium Map accordingly) without the approval, consent or joinder of any apartment owner, which make minor changes in any apartment in the Project or the common elements which do not affect the physical location, design or size of any apartment which has been sold and recorded; PROVIDED, HOWEVER, that any such changes shall be reflected in an amendment to the Declaration as provided in paragraph 3 of section T of the Declaration. As used herein the term "sold and recorded" shall mean and refer to the sale of apartments in the Project and the recording in the Land Court of apartment conveyances transferring interests in the apartments from the Developer to parties not signatory to the Declaration.

An apartment owner or occupant may do the following, either in accordance with pre-approved plans and specifications prepared by the Project's architect, Design Partners, Inc., or in accordance with plans and specifications prepared by a licensed architect (if so required by the Board) and submitted to and approved by the Board:

(i) install air-conditioning units in the apartment, provided that all condensate from air-conditioning units installed in second floor rooms shall be drained via an exterior mounted tube, covered with a wooden channel painted the same color(s) as the exterior of the building in which the apartment is located, and provided further that the flow of the condensate shall be directed away from the limited common elements appurtenant to any other apartment;

(ii) install a screen door at the front entry to the apartment; and

(iii) install or construct a storage shed in the apartment's limited common element Yard Area, provided that the owner must first obtain, at the owner's sole cost and expense, all necessary building and other permits or approvals from all governmental agencies having jurisdiction over the Project.

No highly reflective finish (other than glass) shall be used on the exterior of any building in the Project. A gray film tint without visible purple tinge (as approved by the Board) may be installed by an apartment owner on the glass

located along the perimeter of his apartment. All window coverings shall be white, off-white, beige or of neutral color.

COMMON INTERESTS AND ASSIGNED LIMITED COMMON ELEMENTS

Apt. No.	Apt. Type	Bldg. No.	Parking Stall No(s).	Yard Area No.	Expan. Area in Sq.Ft.	Net Living Area in Sq.Ft.	Lanai* Area in Sq.Ft.	Common Interest
151	Cr	31	324,325C	Y-151	120	799	53	1.4412%
152	D-1r	31	326,327C	Y-152	120	974	99	1.7689%
153	Br	31	330,331C	Y-153	120	799	61	1.4531%
154	Dr	31	332,333C	Y-154	120	974	99	1.7689%
155	Ar	31	328H,329C	Y-155	120	686	44	1.2591%
156	Cr	32	334,335C	Y-156	120	799	53	1.4412%
157	D-1r	32	336,337C	Y-157	120	974	99	1.7689%
158	Br	32	340,341C	Y-158	120	799	61	1.4531%
159	Dr	32	342,343C	Y-159	120	974	99	1.7689%
160	Ar	32	338H,339C	Y-160	120	686	44	1.2603%
161	Cr	33	344,345C	Y-161	120	799	53	1.4412%
162	D-1r	33	346,347C	Y-162	120	974	99	1.7689%
163	Br	33	350,351C	Y-163	120	799	61	1.4531%
164	Dr	33	352,353C	Y-164	120	974	99	1.7689%
165	Ar	33	348H,349C	Y-165	120	686	44	1.2603%
166	Cr	34	354,355C	Y-166	120	799	53	1.4412%
167	D-1r	34	356,357C	Y-167	120	974	99	1.7689%
168	Br	34	360,361C	Y-168	120	799	61	1.4531%
169	Dr	34	362,363C	Y-169	120	974	99	1.7689%
170	Ar	34	358H,359C	Y-170	120	686	44	1.2603%
171	Cr	35	364,365C	Y-171	120	799	53	1.4412%
172	D-1r	35	366,367C	Y-172	120	974	99	1.7689%
173	Br	35	370,371C	Y-173	120	799	61	1.4531%
174	Dr	35	372,373C	Y-174	120	974	99	1.7689%
175	Ar	35	368H,369C	Y-175	120	686	44	1.2603%
176	Cr	36	374,375C	Y-176	120	799	53	1.4412%
177	D-1r	36	376,377C	Y-177	120	974	99	1.7689%
178	Br	36	380,381C	Y-178	120	799	61	1.4531%
179	Dr	36	382,383C	Y-179	120	974	99	1.7689%
180	Ar	36	378H,379C	Y-180	120	686	44	1.2603%
181	A	37	388H,389C	Y-181	120	686	44	1.2603%
182	D	37	384,385C	Y-182	120	974	99	1.7689%
183	B	37	386,387C	Y-183	120	799	61	1.4531%
184	D-1	37	390,391C	Y-184	120	974	99	1.7689%
185	C	37	392,393C	Y-185	120	799	53	1.4412%
186	Cr	38	394,395C	Y-186	120	799	53	1.4412%
187	D-1r	38	396,397C	Y-187	120	974	99	1.7689%
188	Br	38	400,401C	Y-188	120	799	61	1.4531%
189	Dr	38	402,403C	Y-189	120	974	99	1.7689%
190	Ar	38	398H,399C	Y-190	120	686	44	1.2603%

EXHIBIT "D"

Apt. No.	Apt. Type	Bldg. No.	Parking Stall No(s).	Yard Area No.	Expan. Area in Sq.Ft.	Net Living Area in Sq.Ft.	Lanai* Area in Sq.Ft.	Common Interest
191	Cr	39	404,405C	Y-191	120	799	53	1.4412%
192	D-1r	39	406,407C	Y-192	120	974	99	1.7689%
193	Br	39	410,411C	Y-193	120	799	61	1.4531%
194	Dr	39	412,413C	Y-194	120	974	99	1.7689%
195	Ar	39	408H,409C	Y-195	120	686	44	1.2603%
196	Cr	40	414,415C	Y-196	120	799	53	1.4412%
197	D-1r	40	416,417C	Y-197	120	974	99	1.7689%
198	Br	40	420,421C	Y-198	120	799	61	1.4531%
199	Dr	40	422,423C	Y-199	120	974	99	1.7689%
200	Ar	40	418H,419C	Y-200	120	686	44	1.2603%
201	Cr	41	424,425C	Y-201	120	799	53	1.4412%
202	D-1r	41	426,427C	Y-202	120	974	99	1.7689%
203	Br	41	430,431C	Y-203	120	799	61	1.4531%
204	Dr	41	432,433C	Y-204	120	974	99	1.7689%
205	Ar	41	428H,429C	Y-205	120	686	44	1.2603%
206	Cr	42	434,435C	Y-206	120	799	53	1.4412%
207	D-1r	42	436,437C	Y-207	120	974	99	1.7689%
208	Br	42	440,441C	Y-208	120	799	61	1.4531%
209	Dr	42	442,443C	Y-209	120	974	99	1.7689%
210	Ar	42	438H,439C	Y-210	120	686	44	1.2603%
211	Cr	43	444,445C	Y-211	120	799	53	1.4412%
212	D-1r	43	446,447C	Y-212	120	974	99	1.7689%
213	Br	43	450,451C	Y-213	120	799	61	1.4531%
214	Dr	43	452,453C	Y-214	120	974	99	1.7689%
215	Ar	43	448H,449C	Y-215	120	686	44	1.2603%
								100.0000%

*The lanai areas shown above include the enclosed storage areas which are part of the lanais.

All parking stall numbers ending with the letter "C" are compact size stalls. All parking stall numbers ending with the letter "H" are handicap stalls. All other parking stalls are regular size.

Parking stalls numbered 454CG, 455G, 456CG, 457G, 459CG, 460G, 461CG, 462HG, 463G and 464CG are unassigned common elements set aside for the use of visitors and guests. Stall Number 458 is an unassigned common element loading stall.

Apartment owners may transfer assigned parking stalls pursuant to the Declaration, provided that each apartment shall always have at least two (2) parking stalls as appurtenant limited common elements.

The net living, lanai and Expansion Area areas shown above are those for each apartment built according to the standard plan for the apartment's type, as shown on the Condominium Map. These areas will change for each apartment expanded according to the Expansion Plan for the apartment's type. The layout of each apartment type if built according to its Expansion Plan is also shown on the Condominium Map. THE DEVELOPER MAY ELECT TO BUILD ONE OR MORE OF THE APARTMENTS ACCORDING TO ITS EXPANSION PLAN AND TO USE SUCH APARTMENT OR APARTMENTS AS MODEL UNITS. WHEN INSPECTING MODEL UNITS OR ANY OTHER APARTMENTS IN THE PROJECT, PROSPECTIVE PURCHASERS SHOULD ASK WHETHER THE APARTMENT HAS BEEN BUILT ACCORDING TO ITS STANDARD OR EXPANSION PLAN IN ORDER TO DETERMINE THE APARTMENT'S ACTUAL NET LIVING AREA AS BUILT.

The common interests shown above were computed by dividing the combined net living area, original lanai area and Expansion Area for each apartment by the aggregate net living areas, original lanai areas and Expansion Areas for all apartments in the Project. Minor adjustments may have been made to the common interest appurtenant to some apartments so that the aggregate common interest appurtenant to all of the apartments equals 100%. Each apartment's common interest will remain the same regardless of whether the apartment is expanded according to the Expansion Plans for the apartment's type.

COMMON ELEMENTS

The common elements consist of all portions of the Project other than the apartments, including specifically, but not limited to:

(a) The Land in fee simple;

(b) All foundations, columns, girders, beams, footings, floor slabs, supports, unfinished perimeter, party and load-bearing walls and partitions, roofs, exterior stairways, walkways, corridors, ramps, entrances, entryways and exits of all buildings of the Project;

(c) All walkways, roadways, sidewalks, perimeter walls, retaining walls, fences, gates, fenced areas, driveways, parking areas, loading zones, grounds, landscaping, trash enclosures, mailboxes and maintenance structures, facilities or buildings;

(d) All pipes, cables, conduits, ducts, sewer lines, sewage treatment equipment and facilities (if any), electrical equipment, electrical rooms, wiring and other central and appurtenant transmission facilities and installations over, under and across the Project which serve more than one apartment for services such as power, light, gas (if any), sewer, water, telephone and television signal distribution (if any);

(e) The limited common elements described in paragraph 3 of section D of the Declaration; and

(f) Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS

The limited common elements set aside and reserved for the exclusive use of the apartments to which they are assigned are as follows:

(a) Subject to the right of the apartment owners to transfer parking stalls from one apartment to another as set forth in paragraph 2 of section G of the Declaration, each of the parking stalls shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned, as set forth in Exhibit "D" attached to this Public Report;

(b) Each apartment shall have as an appurtenant limited common element the ground level lanai (including the enclosed storage areas) shown on the Condominium Map as adjacent to such apartment. Any new lanai, concrete slab or landing subsequently constructed in an apartment's Yard Area in connection with the expansion of the apartment pursuant to paragraph 2 of section R of the Declaration shall also be a limited common element appurtenant to the apartment;

(c) Each apartment shall have as an appurtenant limited common element the fenced yard area ("Yard Area") adjacent to the apartment, designated on the Condominium Map by the same number as the apartment preceded by "Y-". For example, the Yard Area appurtenant to apartment number 151 is shown on the Condominium Map as "Y-151". Each Yard Area includes an area (an "Expansion Area") reserved for expansion of the apartment pursuant to paragraph 2 of section R of the Declaration. Each Expansion Area is delineated on the Condominium Map by dashed lines. Upon recordation of an amendment to the Declaration which fulfills all of the requirements of subsections (a), (b), (c) and (d) of paragraph 2 of section R of the Declaration, the Expansion Area appurtenant to the apartment concerned, together with the apartment's original lanai, shall be converted from a limited common element to part of the apartment, as provided in paragraph 2 of section R.

(d) Any walkway, stairway, entrance, exit, or steps which are not otherwise designated as part of an apartment and which would normally be used only for the purposes of ingress to and egress from a specific apartment or apartments shall be a limited common element appurtenant to and reserved for the exclusive use of such apartment or apartments;

(e) Any mailbox assigned to an apartment by the Developer or the Association of Apartment Owners of the Project (the "Association") shall be a limited common element appurtenant to and reserved for the exclusive use of such apartment.

ENCUMBRANCES AGAINST TITLE

1. Certificate and Authorization dated June 21, 1989, filed as Land Court Document No. 1645132, by and between CASTLE & COOKE, INC., a Hawaii corporation, and MILILANI TOWN, INC., a Hawaii corporation.

2. Unilateral Agreement And Declaration For Conditional Zoning dated September 15, 1989, recorded in the Bureau of Conveyances of the State of Hawaii in Book 23653, Page 571.

3. Agreement for Issuance of Conditional Use Permit Under Section 4.40-21 of the Land Use Ordinance (LUO) dated May 18, 1995, filed as Land Court Document No. 2238080.

4. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Covenants, Conditions and Restrictions for Mililani Town dated April 19, 1968, filed as Document No 441561, as amended by instrument dated May 22, 1968, filed as Document No. 445150, as amended by instrument dated September 25, 1995, filed as Document No. 2263458, and as further supplemented and amended.

5. Declaration of Merger of Condominium Phases dated May 18, 1995, filed as Document No. 2238082 as amended from time to time.

6. Grant, dated August 2, 1995, filed as Document No. 2257524, in favor of Hawaiian Electric Company, Inc., and GTE Hawaiian Telephone Company Incorporated, granting "a perpetual right and easement to build, construct, reconstruct, rebuild, repair, maintain and operate transformer vault sites, etc., for the transmission and distribution of electricity."

7. Real property taxes as may be due and owing. Refer to the City and County of Honolulu Director of Finances for further information.

EXHIBIT "G"

WARRANTIES

1. Developer warrants the materials and workmanship of the Apartment against defects for a period of one (1) year from the Closing Date (as defined in the Sales Contract); provided, however, that said warranty shall in no event be for a period less than one (1) year from the "date of completion" of the Apartment, as the term "date of completion" is defined in Section 507-43 of the Hawaii Revised Statutes. For purposes of the foregoing warranty, "defects" shall be those items which, as a result of poor workmanship or defective materials used in the construction of the Apartment, reasonably require the repair, renovation, restoration, or replacement of any of the components constituting the Apartment. Items of maintenance relating to the Apartment are not covered by the foregoing warranty.

2. Developer warrants the materials and workmanship of the common elements of the Project against defects for a period of one (1) year from the date the first apartment in the Project is conveyed to an apartment owner other than Developer. For purposes of the foregoing warranty, "defects" shall be those items which, as a result of poor workmanship or defective materials used in the construction of the common elements of the Project, reasonably require the repair, renovation, restoration, or replacement of any of the components constituting the common elements of the Project. Items of maintenance relating to the common elements of the Project are not covered by the foregoing warranty.

3. Developer's obligations under the foregoing warranties are expressly conditioned on prompt notification by Buyer to Developer of any defects in the materials or workmanship, and are expressly limited to the repair or replacement of defects.

CERTIFICATE

I, the undersigned, duly sworn on oath, depose and affirm as follows:

1. That I am the Senior Community Association Manager of Certified Management, Inc., a Hawaii corporation, designated by the Developer of the Ku'ulako, Phase III, condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.

2. That I hereby certify that the breakdown of the annual maintenance charges and the monthly estimated cost for each apartment in the Project, as set forth in Exhibit "A" attached hereto and hereby incorporated herein by reference, are reasonable estimates for the one-year period commencing May 17, 1995, based on generally accepted accounting principles.

DATED: Honolulu, Hawaii, this 17th day of May, 1995.

STEVE PEARMAIN
SENIOR COMMUNITY ASSOCIATION MANAGER

Subscribed and sworn to
before me this 17th day
of May, 1995.

Notary Public, State of Hawaii 22A N.P.

My Commission expires: March 28, 1997

L.S.

EXHIBIT "I"

EXHIBIT "A"
KU'ULAKO, PH III
Estimated Annual Common Expense

	Monthly	Annual
Utilities and Services		
Electricity (common elements only)	$71.00	$852.00
Water and Sewer	$2,054.00	$24,648.00
Maintenance, Repairs, and Supplies		
Building	$0.00	$0.00
Grounds	$1,224.00	$14,688.00
Management		
Management Fee	$609.00	$7,308.00
Payroll and Payroll Taxes	$0.00	$0.00
Office Expenses	$178.00	$2,136.00
Insurance	$2,166.00	$25,992.00
Reserves	$874.00	$10,488.00
Taxes and Government Assessments	$17.00	$204.00
Professional Services - Legal	$38.00	$456.00
Audit and Tax Preparation	$0.00	$0.00
TOTAL	$7,231.00	$86,772.00

ESTIMATED MAINTENANCE CHARGES OR FEES FOR EACH APARTMENT:

(1) The estimated monthly maintenance charge for each type A (1.2603%) apartment is $90.91 per month.

(2) The estimated monthly maintenance charge for each type B (1.4531%) apartment is $104.81 per month.

(3) The estimated monthly maintenance charge for each type C (1.4412%) apartment is $103.95 per month.

(4) The estimated monthly maintenance charge for each type D (1.7689%) apartment is $127.59 per month.

(5) The estimated monthly maintenance charge for each type D1 (1.7689%) apartment is $127.59 per month.

SUMMARY OF SALES CONTRACT

Apartments in the Project will be sold under a Deposit Receipt and Sales Agreement which may have one or more addenda attached ("Sales Contract"). A specimen form of the Sales Contract, together with specimen forms of Co-Mortgagor Addendum to Sales Agreement (applicable only to certain buyers who require assistance from co-mortgagors for financing purposes) and VA Addendum to Sales Agreement (applicable only to buyers who are eligible and apply for Veterans' Administration guaranteed loans), have been submitted to the Real Estate Commission and are available in the Seller's sales office. **ALL BUYERS AND PROSPECTIVE BUYERS SHOULD CAREFULLY READ THE SALES CONTRACT, INCLUDING THE APPLICABLE ADDENDA, IN FULL**, since this summary is not a complete description of their provisions. The Sales Contract, among other things, covers in more detail the following items:

1. The Sales Contract provides for the number, amount and timing of payments the buyer is required to make. The Sales Contract also provides who is to receive interest earned on funds deposited with escrow.

2. The developer ("Seller") has agreed with the Housing Finance and Development Corporation of the State of Hawaii ("HFDC") that Seller will offer the apartments in the Project for sale initially only to eligible "Moderate Income Purchasers." The term "Moderate Income Purchaser" as used in the Sales Contract means an owner-occupant buyer whose income (including the income of all members of such buyer's household) does not exceed 140% of the median income (adjusted for family size) for the City and County of Honolulu, as most recently determined by the United States Department of Housing and Urban Development. The following are such income limits (as of January 18, 1995) by family size for the Project:

Family Size	Median Income	140% Income Limit
1	$37,520	$52,530
2	$42,880	$60,030
3	$48,240	$67,540
4	$53,600	$75,040
5	$57,890	$81,040
6	$62,180	$87,050
7	$66,460	$93,050

EXHIBIT "J"

If Seller or HFDC shall determine that the buyer is not a "Moderate Income Purchaser," Seller shall have the right to cancel the Sales Contract at any time. If Seller cancels the Sales Contract because of the buyer's failure to qualify as a Moderate Income Purchaser, Seller will tell escrow to give the buyer back all of the buyer's payments, without interest, and neither party will have any other obligations under the Sales Contract or relating to the Project. The buyer shall be responsible for the escrow cancellation fee and all other costs associated with the purchase, up to a maximum of $250.00.

3. The transfer of the apartment to the buyer will be made subject to (and the Apartment Deed will so provide) certain restrictions on use and transfer of the Property, including without limitation, the following:

The apartment will be the buyer's primary residence for at least one (1) year after the recordation of the Apartment Deed (the "Occupancy Period"), for the buyer's own occupancy and use and not for resale or transfer. In addition, during the Occupancy Period, the buyer shall not transfer the apartment; provided, however, that the buyer shall be permitted to make the following transfers ("Permitted Transfers"): (i) the mortgaging of the Property by the buyer to an institutional lender duly authorized to conduct business in the State of Hawaii for the purpose of obtaining and securing financing for the purchase of the apartment; (ii) any such mortgagee's foreclosure upon the lien of its mortgage or acceptance of a deed for the apartment in lieu of foreclosure; (iii) a transfer of the apartment pursuant to a foreclosure of any mortgage permitted under subsection (i) above; (iv) a transfer to the surviving joint tenant or tenant by the entirety by devise, through the laws of descent or by operation of law on the death of a joint tenant or tenant by the entirety; (v) a transfer by devise or through the laws of descent to a family member; (vi) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the buyer's spouse becomes an owner of the apartment; or (vii) a transfer into an inter vivos trust in which the buyer is and remains the primary beneficiary and the buyer continues to occupy and use the apartment. If a mortgagee or other person should become the owner of the apartment pursuant to a Permitted Transfer of the type described in subsections (ii) or (iii) above, the transferee and all successors and assigns shall take title to the apartment free and clear of the foregoing restrictions and provisions.

4. Seller may (but does not have to) cancel the Sales Contract (a) if buyer has performed the "Mortgage Loan

Acts" described in the Sales Contract but the buyer's loan application is rejected or not approved within sixty (60) days after application or (b) if the buyer plans to pay the total purchase price in cash but Seller is not satisfied for any reason at any time prior to closing, with the buyer's ability to make the cash payments. The Sales Contract also discloses other situations in which either the buyer or Seller may cancel the Sales Contract and what remedies the parties have if the other party defaults under the Sales Contract.

5. Seller may need to give to one or more lenders a mortgage or mortgages, security agreement or agreements, and other instruments securing repayment of loan(s) and covering the Project, including the individual apartments. All of the rights and interests which Seller gives to the lender or lenders will have priority over the buyer's rights and interests under the Sales Contract. This applies to any changes to the loan or loans or the mortgage or mortgages, security agreement or agreements, or other instruments (including, among other things, extensions, renewals and other changes). The buyer gives up and subordinates the priority of the buyer's rights and interests under the Sales Contract in favor of the rights and interests of Seller's lender until the final closing and delivery of a signed Apartment Deed to the buyer. If Seller's lender or lenders ask the buyer to do so, the buyer will sign other documents to confirm the promises and agreements mentioned above.

6. The buyer will pay for the following closing costs: all of the escrow fee, all notary fees, all appraisal fees, all recording costs, all charges for the buyer's credit report, all costs of preparing any mortgages and promissory notes, and all title insurance costs. The buyer will also pay all mortgage costs. The buyer will also pay a nonrefundable start-up fee in the amount described in Article III, Section C.1 of the Sales Contract. The start-up fee is a one-time charge at the time of sale, not a common expense, and is in addition to the normal monthly maintenance charges or fees. It will be held and used by the Seller and the first Managing Agent of the Association as a working capital fund for the benefit of all the apartment owners. The buyer agrees that Seller does not have to pay any start-up fee for any apartment in the Project even if it is owned by Seller. Proration of maintenance charges and other common expenses, real property taxes, and Mililani Town Association assessments will be made as of the scheduled "Closing Date" set forth in the Sales Contract.

7. The buyer agrees that the buyer may not transfer the Sales Contract or any of the buyer's rights or interests

under the Sales Contract without first getting Seller's written consent, which consent may be withheld by Seller in its sole and absolute discretion.

8. The Seller makes the following warranties in the Sales Contract:

(a) Seller warrants the materials and workmanship of the apartment against defects for a period of one (1) year from the Closing Date; provided, however, that said warranty shall in no event be for a period less than one (1) year from the "date of completion" of the apartment, as the term "date of completion" is defined in Section 507-43 of the Hawaii Revised Statutes. For purposes of the foregoing warranty, "defects" shall be those items which, as a result of poor workmanship or defective materials used in the construction of the apartment, reasonably require the repair, renovation, restoration, or replacement of any of the components constituting the apartment. Items of maintenance relating to the apartment are not covered by the foregoing warranty.

(b) Seller warrants the materials and workmanship of the common elements of the Project against defects for a period of one (1) year from the date the first apartment in the Project is conveyed to an apartment owner other than Seller. For purposes of the foregoing warranty, "defects" shall be those items which, as a result of poor workmanship or defective materials used in the construction of the common elements of the Project, reasonably require the repair, renovation, restoration, or replacement of any of the components constituting the common elements of the Project. Items of maintenance relating to the common elements of the Project are not covered by the foregoing warranty.

(c) Seller's obligations under the foregoing warranties are expressly conditioned on prompt notification by the buyer to Seller of any defects in the materials or workmanship, and are expressly limited to the repair or replacement of defects.

9. The buyer understands and agrees that (a) Seller's obligation to provide landscaping within the common elements of the Project will be deemed fully satisfied upon planting of the plant materials (which need not be in full coverage and maturity) and installation of the irrigation system pursuant to Seller's landscaping plans, as the same may be amended from time to time in Seller's sole discretion; (b) installation of the plant materials and irrigation system may be completed after the Closing Date; (c) full maturity of the

plant materials will only be reached over an extended period of time and Seller is not responsible for providing landscaping maintenance to reach full coverage and maturity; and (d) the Association will be responsible for maintaining the landscaping after installation thereof, even if the landscaping has not reached full coverage or maturity.

10. **THE BUYER AGREES THAT NO ONE (INCLUDING THE SELLER OR ANY SALESPERSON) HAS TALKED TO THE BUYER AT ALL ABOUT ANY RENTAL INCOME OR RENTAL OR SALES SERVICES FOR THE BUYER'S APARTMENT. IF THE BUYER WANTS TO RENT OR SELL THE APARTMENT, HOW THE BUYER DOES IT WILL BE UP TO THE BUYER SUBJECT TO THE RESTRICTIONS CONTAINED IN THE SALES CONTRACT. THE BUYER ALSO AGREES THAT NO ONE HAS TALKED TO THE BUYER AT ALL ABOUT INCOME FROM THE APARTMENT OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE PURCHASE OR OWNERSHIP OF THE APARTMENT OR ABOUT THE TAX EFFECTS OF BUYING THE APARTMENT.**

11. That certain Declaration of Merger of Condominium Phases filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as now or hereafter amended (the "Declaration of Merger"), among other things, gives the Seller the right, in its sole and absolute discretion, to cause and effect an administrative merger or mergers of the Project with a condominium project or projects located or to be located on lands (or a portion or portions thereof) adjacent to or in the vicinity of the land of the Project, as part of the same incremental plan of development of the Project, such that the use of the respective common elements, the respective common expenses and the management of the respective affairs of the Project and the additional phases are shared, and the administration of the Project and the additional phases is unified under one association of apartment owners, but the ownership interests of the apartment owners in the Project and the additional phases are not altered or affected. Nothing in the Sales Contract will be deemed to require Seller to develop the additional phases or to merge the additional phases into the Project, or to prohibit Seller from dealing with any lands adjacent to or within the vicinity of the Project not merged with the Project, including without limitation, developing all or any part of such lands for purposes inconsistent with the merger of such lands into the Project.

12. The buyer agrees that construction activity by Seller or other apartment owners may continue on the Project even after the buyer occupies the apartment. This may result in noise, dust or other annoyances to the buyer and may limit the buyer's access to portions of the Project. The buyer gives up any rights or claims which the buyer might otherwise have

against Seller or anyone else because of those conditions. The buyer agrees that until December 31, 1999, Seller shall have the right to conduct extensive sales activities utilizing the common elements and any apartments still owned by Seller, including the use of model apartments, sales and management offices, and extensive sales displays and activities.

13. The buyer understands and acknowledges that the Project is located in the vicinity of Wheeler Army Airfield (the "Base"). Aircraft from the Base may fly in the proximity of or directly over the Property or the Project, military activities will be conducted on or near the Base, and such overflights and other military activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (collectively, the "Military Effects") to persons and property on or within the Property or the Project.

14. The buyer understands and acknowledges that the Project is located on or is near or adjacent to lands and easements used for or in connection with the cultivation of pineapple and diversified agricultural operations, which may include, but are not limited to, open burning, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop dusting, water diversion, irrigation, all other activities incidental to the planting, cultivating, harvesting and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time cause surface water runoff, noise, soot, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests, and other substances and phenomena of every description (collectively, the "Agricultural Effects") to be discharged, emitted, dispersed or transmitted over and upon the Property or the Project which may bother or be a nuisance to the buyer and any person occupying or using the Property, and the buyer also acknowledges that the Hawaii Right to Farm Act (Chapter 165 of the Hawaii Revised Statutes, as amended) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance.

15. The buyer understands and acknowledges that the Project is or may be located adjacent to or in the vicinity of electric, water and other utilities and public roads and thoroughfares, including, without limitation, such things as electrical substations, overhead transmission lines, water tanks, reservoirs, freeways and exit ramps which may result in nuisances, such as noise and dust, disturbances or hazards (collectively, the "Utility Effects") to persons and to property on or within the Property. In recent years, concerns have been raised about possible adverse health effects of

electric and magnetic fields from power lines. Seller is not insuring or guaranteeing the health of the buyer or other occupiers or users of the Property and disclaims liability for personal injury, illness or any other loss or damage caused by or arising from the Utility Effects, including, without limitation, the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, or over any part of the Project.

16. The buyer understands and acknowledges that (i) the Project is or may be located adjacent to or in the vicinity of a proposed elementary school, a proposed church site or sites, a proposed special needs housing facility, a proposed park, a proposed fire station, other proposed condominium projects, including Ku'ulako - Phase 1 and Ku'ulako - Phase 2, and various other construction activities, including, but not limited to, ongoing residential and related construction, proposed construction of future residential subdivisions and roads, commercial and office buildings, land development activities, one or more recreational centers and facilities, and other construction and development projects (collectively, the "Proposed Development"); (ii) construction of the Proposed Development will or may result in noise, dust, vibration and other nuisances, disturbances or hazards to the buyer and to persons and property on or within the Project, and may limit the buyer's access to the Project; (iii) when completed, traffic, lights, noise, dust, vibration and other nuisances, disturbances or hazards to persons and property on or within the Project may be generated from the Proposed Development; (iv) no representations or warranties are made by Seller, its employees or agents concerning plans, or the absence of plans, by Seller or others for future development of adjacent or nearby properties, and any plans for the future development of adjacent and nearby properties by Seller are subject to change in the sole and absolute discretion of the Seller or its successors and assigns; and (v) Seller makes no representations regarding the view from the Project or any view easements or rights, and the views from the Project are not guaranteed and may be altered, diminished, eliminated or blocked entirely by the future development of adjacent or surrounding properties.

17. The buyer agrees that, until the Board of Directors of the Association are elected at the first annual meeting of the Association, Seller will have the right to exercise all of the powers of the Association and the Board of Directors and officers of the Association, including voting. The buyer agrees that Seller will have all of the membership rights in the Association which belong to each apartment in the Project until an Apartment Deed covering such apartment is recorded.

18. Buyer acknowledges that the Declaration provides that all present and future apartment owners, tenants and occupants of apartments in the Project are subject to that certain Declaration of Covenants, Conditions and Restrictions for Mililani Town (the "Mililani Town Covenants") more particularly described in the Sales Contract. The Mililani Town Covenants provide, among other things, that the buyer automatically becomes a member of the Mililani Town Association upon issuance of the Apartment Deed to buyer, and that the buyer must pay assessments to the Mililani Town Association, as set forth in the Mililani Town Covenants.

ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ THE SALES CONTRACT IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE SALES CONTRACT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE SALES CONTRACT, AND DOES NOT ALTER OR AMEND THE SALES CONTRACT IN ANY MANNER.

SUMMARY OF ESCROW AGREEMENT

Copies of the Escrow Agreement dated September 22, 1995, between the Seller and Title Guaranty Escrow Services, Inc., have been submitted to the Real Estate Commission and are available for inspection in the Seller's Sales Office. The Escrow Agreement, among other things, covers in more detail the following items:

1. All monies received by Escrow under the Escrow Agreement will be deposited within a reasonable time of their receipt by Escrow and in reasonably convenient and practical sums in a special account or accounts with a federally insured bank or savings and loan association in Honolulu, Hawaii. The accounts must provide for interest at the prevailing interest rate, and all interest paid on the accounts will belong to Seller.

2. Disbursements from the Buyer's escrow fund shall be made by Escrow in accordance with the respective sales contracts upon the direction of Seller.

NOTE: ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ THE ESCROW AGREEMENT AND ALL AMENDMENTS IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE ESCROW AGREEMENT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE ESCROW AGREEMENT, AND DOES NOT ALTER OR AMEND THE ESCROW AGREEMENT IN ANY MANNER.

EXHIBIT "K"