

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer Dorothy Yitam Ho, Donald Fui Ho and Patricia Len Howe Ho
Address 2117 Puna Street, Honolulu, Hawaii 96817

Project Name(*): HALE HO
Address: 2117 Puna Street, Honolulu, Hawaii 96817

Registration No. 3489
(Conversion)

Effective date: June 24, 1996
Expiration date: July 24, 1997

Preparation of this Report:

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

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

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

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

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

Type of Report:

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

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

SUPPLEMENTARY: This report updates information contained in the:
(pink)
 Preliminary Public Report dated: _____
 Final Public Report dated: _____
 Supplementary Public Report dated: _____

And Supersedes all prior public reports
 Must be read together with _____
 This report reactivates the _____
public report(s) which expired on _____

(*) Exactly as named in the Declaration

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

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

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

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

Dorothy Yitam Ho

Donald Fui Ho

Patricia Len Howe Ho

Phone: (808) 595-4837

Developer:

Name
2117 Puna Street

(Business)

Business Address
Honolulu, Hawaii 96817

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

Real Estate

Broker:

Richard B. W. Ing

Phone: (808) 523-7541

Name
1188 Bishop Street, #702

(Business)

Business Address
Honolulu, Hawaii 96813

Escrow:

Island Title Corporation

Phone: (808) 539-7554

Name
1132 Bishop Street, #400

(Business)

Business Address
Honolulu, Hawaii 96813

General

Contractor:

N/A

Phone: N/A

Name

(Business)

Business Address

Condominium

Managing

Agent:

Self-Managed by
Association of Apartment Owners

Phone: _____

Name

(Business)

Business Address

Attorney for

Developer:

Richard B. W. Ing

Phone: (808) 523-7541

Name
1188 Bishop Street, #702

(Business)

Business Address
Honolulu, Hawaii 96813

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

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

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

The Declaration for this condominium is:

- Proposed
 Recorded - Bureau of Conveyances: Document No. _____
Book _____ Page _____
 Filed - Land Court: Document No. 2281590

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

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

The Condominium Map for this condominium project is:

- Proposed
 Recorded - Bureau of Conveyances Condo Map No. _____
 Filed - Land Court Condo Map No. 1124

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

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

The Bylaws for this condominium are:

- Proposed
 Recorded - Bureau of Conveyances: Document No. _____
Book _____ Page _____
 Filed - Land Court: Document No. 2281591

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

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

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

E. Changes to Condominium Documents

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>67%</u>

* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. Developer:

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

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

[] Other: N/A

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: 2117 Puna Street Tax Map Key: (1) 1-8-035-021
Honolulu, Hawaii 96817 (TMK)

[] Address [] TMK is expected to change because N/A

Land Area: 11,014.0 [X] square feet [] acre(s) Zoning: R-5

Dorothy Y. Ho
 Donald F. Ho
 Fee Owner : Patricia L. H. Ho, Trustees
 Name
 2117 Puna Street
 Address
 Honolulu, Hawaii 96817

Sublessor:
 Name
 Address

C. Buildings and Other Improvements:

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

2. Number of Buildings: 3 Floors Per Building Bldg 1: 2
Bldg 2: 1 (Apt. 1)
Bldg 3: 3 (Apt. 2)
 Exhibit A contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood
 Other _____

4. Permitted Uses by Zoning:

	No. of Apts.	Use Permitted By Zoning	No. of Apts.	Use Determined By Zoning
<input checked="" type="checkbox"/> Residential	<u>2</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Ohana	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	___	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Industrial	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	___	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Agricultural	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	___	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Recreational	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	___	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: _____	___	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

5. Special Use Restrictions:

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

Pets: See Exhibit "H"

Number of Occupants: _____

Other: _____

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 2 in Apt. #2 Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>1</u>	<u>1</u>	<u>5/2</u>	<u>1,800</u>	<u>70 (porch)</u>
<u>2</u>	<u>1</u>	<u>5/4</u>	<u>3,734</u>	<u>308</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 2

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

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

Boundaries of Each Apartment: Each of the apartments shall consist of the apartment unit and all other improvements located within the limited common element designated for the exclusive use of that apartment unit only. The limited common element for each apartment unit's exclusive use is depicted on condominium map 1033 by dotted lines.

Permitted Alterations to Apartments: Alterations must first meet the unanimous approval of all **apartment** owners and all lien holders must give written consent. Complete plans and specifications must be submitted to and approved by the Board of Directors, and the Board must give written approval before construction commences. Following completion of construction, the Association must file an amendment

7. Parking Stalls:

Total Parking Stalls: 5

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for each unit)	<u>3</u>	<u> </u>	<u> </u>	<u> </u>	<u>2</u>	<u> </u>	<u>5</u>
Guest	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Unassigned	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Extra for Purchase	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Other:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Covered & Open	<u>3</u>	<u> </u>	<u>0</u>	<u> </u>	<u>2</u>	<u> </u>	<u> </u>

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

Commercial parking garage permitted in condominium project.

Exhibit A contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool Storage Area Recreation Area

Laundry Area Tennis Court Trash Chute

Other: _____

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

There are no violations. Violations will not be cured.

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

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

(For conversions of residential apartments in existence for at least five years):

30 years for Apartment No. 1

50 years for Apartment No. 2

11. Conformance to Present Zoning Code

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

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

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

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

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

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

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

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

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

described in Exhibit "E".

as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

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

described in Exhibit "E".

as follows:

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

described in Exhibit "A".

as follows:

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

Exhibit "D" describes the encumbrances against the title contained in the title report dated 11/29/95 and issued by Island Title Corporation.

Blanket Liens:

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

- [] There are no blanket liens affecting title to the individual apartments.
- [X] There are blanket liens which may affect title to the individual apartments.

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Blanket lien - Mortgage	If the mortgage lien is foreclosed prior to conveyance to buyer, buyer may lose his interest in the property, but would be entitled to return of all deposit moneys. However, should the buyer's deposit be foreclosed prior to conveyance to buyer, buyer may not be able to recover the deposit moneys.

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements: None.

2. Appliances: None.

G. Status of Construction and Estimated Completion Date:

Apartment 1 (Building 2) was constructed in 1932.
Apartment 2 (Building 3) was built in 1967.

H. Project Phases:

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

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

IV. CONDOMINIUM MANAGEMENT

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

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

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

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

B. Estimate of Initial Maintenance Fees:

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

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

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

C. Utility Charges for Apartments:

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

- None Electricity Gas Water
- Sewer Television Cable Other _____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

Notice to Owner Occupants

Specimen Sales Contract
Exhibit "C" contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated 1/4/96
Exhibit "F" contains a summary of the pertinent provisions of the escrow agreement.

Other _____

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report or Supplementary Report to a Final Report: Sales made by the developer are binding if:

- A) The Developer delivers to the buyer a copy of:
 - 1) Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission;
AND
 - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); AND
- C) One of the following has occurred:
 - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; AND
- B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime.
 - C) Bylaws of the Association of Apartment Owners.
 - D) House Rules.
 - E) Condominium Map.
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other _____

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P. O. Box 541, Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 3489 filed with the Real Estate Commission on 1/24/96.

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

yellow paper stock white paper stock pink paper stock

C. Additional Information Not Covered Above

None

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

Dorothy Yitam Ho, Donald Fui Ho and Patricia Len Howe Ho

Name of Developer

Suzanne Yitam Ho Donald Fui Ho

By: Patricia Len Howe Ho
Duly Authorized Signatory

6/20/96
Date

Dorothy Yitam Ho, Donald Fui Ho and Patricia Len Howe Ho - Developer/Owner(s)
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

EXHIBIT "A"

HALE HO

DESCRIPTION OF APARTMENTS

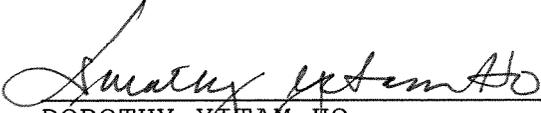
<u>Apartment No.</u>	<u>Street Address (Kamaaina Place)</u>	<u>Net Living Area</u>	<u>Percentage of Common Elements</u>
1	2117-A Puna Street	1,800 s.f., plus 70 s.f. of porch area	31.6%
2	2117-B Puna Street	3,734 s.f., plus 308 s.f. of covered lanai	68.4%
		TOTAL	100.0%

NOTE: Apartment No. 1 has two (2) covered parking stalls, and Apartment No. 2 has three (3) covered parking stalls (two tandem) as depicted on the Condominium Map for the Project. The parking stalls for each apartment are located on the first floor of each such apartment.

END

EXHIBIT "B"
STATEMENT OF CONDITION
PURSUANT TO HRS CHAPTER 514A

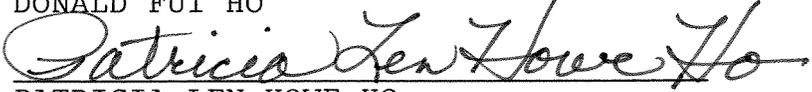
1. These disclosures pertain to HALE HO, a condominium project located at 2117 Puna Street, Honolulu, Hawaii 96817 (T.M.K.: (1)1-8-035:021.
2. The developers of the project DOROTHY YITAM HO, unmarried, and DONALD FUI HO and PATRICIA LEN HOWE HO, husband and wife, all of whose residence and post office address is 2117 Puna Street, Honolulu, Hawaii 96817.
3. The project manager is DOROTHY YITAM HO, whose residence and post office address is 2117 Puna Street, Honolulu, Hawaii 96817.
4. A breakdown of the estimated maintenance fees and the monthly estimated cost for each apartment based on generally accepted principles is attached to the Condominium Public Report as Exhibit "G" and incorporated herein by reference.
5. There are no warranties against defects of material and workmanship in either individual apartments, common elements or exclusive use areas, and the purchaser buys his/her unit in an "as is" condition. Based on a professional engineer's report (a copy of which is attached hereto as "Schedule 1"), the developer concludes that the units are in good condition and developer estimates the useful life of each unit to be 35 years.
6. All of the apartments of the project are to be used for residential purposes only. No apartments shall be used for hotel or commercial purposes.
7. No commercial or other non-residential development is included in the project.



DOROTHY YITAM HO



DONALD FUI HO



PATRICIA LEN HOWE HO

Developers

STATEMENT PURSUANT TO SECTION 514A - 61(B)(1)

(Condition of Structure)

HALE HO

The undersigned, Declarant, states as follows:

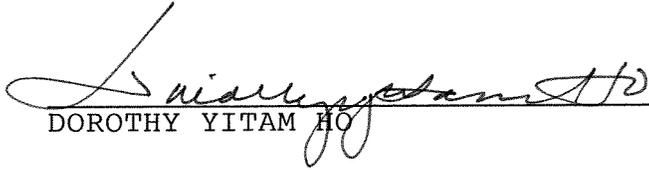
1. A physical inspection of the building at 2117 Puna Street, Honolulu, Hawaii 96817, was made by Allen C. H. Young, registered professional engineer (#1534-S), as to the structural and other parts of the building. Allen C. H. Young is an independent professional engineer and was not involved in any aspect of planning, construction or drawing of the building.

Based on the said report, Declarant has concluded that the buildings, including all structural components, are in good condition and have been maintained well. Apartment 2 was improved by the addition of 5 rooms in 1992. The grounds have been maintained well. There are no mechanical parts of the building, since there is no elevator. The electrical installations are in good operating condition. A copy of the engineer's report is attached hereto as Exhibit "A".

2. Based on the engineer's report, it is estimated that the useful life of the two buildings which make up the project is approximately thirty-five (35) years for Apartment 2 and fifteen (15) years for Apartment 1, provided that the occupants and/or owners of each structure continue to repair, maintain and keep all of the major components of the buildings in good condition, from time to time.

3. There are no outstanding notices of incurred violations of building code or other municipal regulations.

DATED: June 20, 1996, Honolulu, Hawaii.


DOROTHY YITAM HO


DONALD FUI HO


PATRICIA LEN HOWE HO

Developers

EXHIBIT "C"

SUMMARY OF PERTINENT PROVISIONS
OF THE SALES CONTRACT

The Deposit Receipt and Sales Contract for HALE HO contains the following pertinent provisions:

1. Identity of the unit sold;
2. Identity of the escrow agent who will handle the closing of the sale and purchase: ISLAND TITLE CORPORATION
3. The Sellers' names: DOROTHY YITAM HO, unmarried, DONALD FUI HO and PATRICIA LEN HOWE HO, husband and wife.
4. Amount of total Purchase Price;
5. Amount of Initial Deposit (Payment A);
6. Balance to be paid at closing (Payment B(;
7. The name of the owners to whom title is to be conveyed, and the type of tenancy desired by Buyer(s)
8. The name of the real estate broker representing Seller: Richard B. W. Ing, Real Estate Broker; the name of the real estate broker representing Buyer(s);
9. Addendum A, containing the following provisions:
 - A. The property is being sold in an "as is" condition without expressed or implied warranties or guarantees regarding condition, fitness or structural soundness of the foundation, improvements, roofs, walls, fences, termite damage, asbestos, hazardous waste or substance, soil, subdivisions, uses, encroachments of any kind, if any, easements re corded or unrecorded, if any, or future claims to title to the property. Seller shall not be required to repair defects subsequently discovered.
 - B. Seller has no obligation to correct encroachments;
 - C. Seller is not obligated to repair or correct any defect required to be repaired or corrected by Buyer's lender.
10. Exhibit "A" contains provisions relating to the payment of the Purchase Price, escrow funds and loan qualification, date

of occupancy, time of possession, pre-closing, risk of loss, minor changes in documents, need for Final Public Report, termination of rights, Buyer's consent to changes, Seller's right to cancel and various requirements of Buyer, if Buyer is purchasing as Owner-Occupant.

EXHIBIT "D"

HALE HO

ENCUMBRANCES AGAINST TITLE

(Pursuant to Preliminary Title Report of
Island Title Corporation dated November 29, 1995)

1. Title to all minerals and metallic mines reserved to the State of Hawaii.

2. Reservations, restrictions, covenants and conditions as contained in Deed dated May 16, 1930, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 21638.

3. Mortgage dated February 15, 1994, filed February 22, 1994, in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 2120671, in favor of Central Pacific Bank, a Hawaii corporation.

4. Terms and provisions of that certain Trust Agreement dated January 30, 1995, a short form thereof filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 2223445.

5. Terms and provisions of that certain Trust Agreement dated January 30, 1995, a short form thereof filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 2223446.

6. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions, easements and bylaws set forth in the Declaration of Condominium Property Regime dated November 17, 1995, filed December 28, 1995, in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 2281590.

7. Real Property Taxes that may be due and owing, reference is made to the office of the Tax Assessor, City and County of Honolulu.

END

EXHIBIT "E"

COMMON ELEMENTS

One freehold estate is hereby designated in all remaining portions and appurtenances of the project, herein called the "common elements", including specifically, not limited to:

(a) Said land in fee simple.

(b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load-bearing walls, chases, entries, stairways and roofs of said building, said roof being designated as a recreation area.

(c) All yards, grounds, landscaping, fencing, walls, storage areas, refuse facilities and mail boxes.

(d) All driveways and walkways.

(e) All ducts, electrical equipment, wiring, pipes 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, water, gas, sewer, telephone and radio and television signal distribution.

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

LIMITED COMMON ELEMENTS

Certain parts of the common elements herein called the "limited common elements", are being designated and set aside for the exclusive use of each apartment, which shall have appurtenant thereto exclusive easements for the use of such limited common elements. Unless otherwise specified herein, all costs of every kind pertaining to each limited common element, including, but not limited to, costs of landscaping, maintenance, repair, replacement and restoration (including driveway), shall be borne entirely by the apartment to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

(a) The site of each apartment, consisting of land beneath and immediately adjacent thereto, as depicted and delineated by the areas bounded by dotted lines as shown on Condominium Map No. 1124, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, shall be a limited

common element for the exclusive use of the apartment to which it is appurtenant. The dotted lines do not represent actual or legally subdivided lots and are not to be construed as such. They merely indicate the boundaries of limited common elements appurtenant to each apartment.

(b) Not less than two (2) parking spaces shall be appurtenant to and for the exclusive use of each apartment, as depicted on Condominium Map No. 1124. The parking spaces appurtenant to each apartment are located on the first story or floor of each such apartment. See Exhibit "A" attached hereto.

(c) All other common elements of the project which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

END

EXHIBIT "F"

SUMMARY OF PERTINENT PROVISIONS
OF ESCROW AGREEMENT

The Escrow Agreement between DOROTHY YITAM HO, DONALD FUI HO and PATRICIA LEN HOWE HO ("Developer") and ISLAND TITLE CORPORATION ("Escrow") dated November 29, 1995 contains the following pertinent provisions:

1. All contracts must be in writing and all funds received by Developer must be immediately deposited with Escrow.

2. Escrow shall hold all monies collected under the sales contract from Purchaser(s) or others, in a escrow trust account.

3. Upon written receipt from Developer, Escrow will give written notice to Purchaser(s) of any required payments to be made to Escrow, any "late charges" or similar penalties, in accordance with the sales contract.

4. Escrow will disburse finance, legal fees, other project expenses, interest on Developer's loan, and sales commissions, upon written request from Developer, and approval by Developer's mortgagee.

5. However, no disbursements shall be made from the escrow fund until the issuance of a Final Public Report from the Real Estate Commission of the State of Hawaii, and Developer's attorney shall have furnished a written opinion to Escrow that the sales contract is in full force and effect and all requirements of Sections 514A-63 through 514A-66, Hawaii Revised Statutes, have been met.

6. Purchaser(s) shall be entitled to a refund of all payments, less fees described in the agreement, and without interest if:

A. Escrow receives written request from Developer;

B. If Purchaser(s) funds were received prior to the issuance of a Final Public Report and Purchaser elects to cancel within 30 days from the date the last public report is delivered to him, along with a copy of all previously issued public reports unless the last public report supersedes all previously issued public reports; FURTHER, if Purchaser was not given an opportunity to read said public report(s), or Purchaser has not executed the form of the receipt and notice required by law and has not waived the right to cancel within thirty days after

receiving said public report(s); PROVIDED, THAT, if a conveyance to Purchaser was made prior to the expiration of said thirty-day period, Purchase will be deemed to have waived the right to cancel;

C. There is a change in building plans requiring approval from the City and County of Honolulu, unless Purchaser(s) approves the changes in writing;

D. Escrow will not be liable if there are insufficient amounts in the escrow fund to cover refund requests;

D. Escrow may deduct \$25 for cancellation fee, plus the cost of Credit Reports, long distance telephone calls on Purchaser(s) behalf. Escrow will give Purchaser(s) written notice of charges (except for cancellation fee) within a reasonable time after incurred;

7. If Purchaser(s) defaults and Escrow is given written notice by Developer, Escrow will give Purchaser(s) written notice by certified mail and if there is no dispute or conflict, shall treat the escrowed fund as belonging to Developer. Escrow shall be entitled to a cancellation fee of \$250.

8. All interest earned on deposits shall be the property of the Developer only.

9. Escrow shall close the transaction after all requirements have been met, and record and/or file the necessary documents within five (5) business days, provided that the documents are not defective. Once corrected, Escrow shall file or record the documents within five (5) business days and if delinquent for at least 2 days, Escrow shall pay interest to Developer on interim or other financing, if any.

10. For its services, Escrow shall be entitled to escrow fees in accordance with its standard fee schedule.

11. Escrow shall not be liable for acting according to the escrow agreement and Developer agrees to indemnify and save and hold Escrow harmless for claims arising out of its performance under the escrow agreement.

12. Escrow shall not be responsible for the validity or sufficiency of the sales contract, or for divulging to Developer or Purchaser(s) any facts coming to escrow's attention regarding the project or the transaction, so long as it does not prevent escrow's compliance with the escrow agreement or Developer's written instructions.

13. If there is a dispute or difference between Developer and Purchaser(s), Escrow has no obligation to determine who is right, or to take any legal action and may wait until the matter is resolved in court or otherwise, or may bring an action in interpleader, at its sole option. Escrow has a right to reimbursement of court costs or legal fees for doing so.

14. The escrow agreement may be terminated upon 15 days notice by Developer or Escrow.

EXHIBIT "G"

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months =</u>	<u>Yearly Total</u>
1	\$80.00	\$960.00
2	\$30.00	\$360.00

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

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning	None
Electricity	None
[] common elements only	
[] common elements and apartments	
Elevator	None
Gas	None
Refuse Collection	None
Telephone	None
Water and Sewer	None

Maintenance, Repairs and Supplies

Building	None
Grounds	None

Management

Management Fee	None
Payroll and Payroll Taxes	None
Office Expenses	None

Insurance	\$50 x 12	\$600
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Reserves(*)	None	
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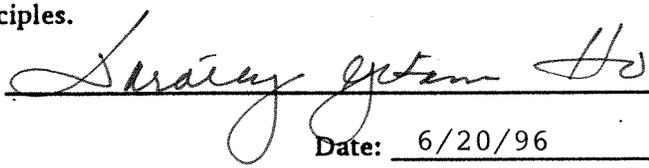
Taxes and Government Assessments	None	
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Audit Fees	\$10 x 12	\$120
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Other		
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TOTAL	\$60	\$720
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I, Dorothy Yitam Ho, as agent and employed by HALE HO, the condominium managing agent or the developer, for the condominium project HALE HO, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.



(*) Mandatory reserves in effect January 1, 1993

Date: 6/20/96

EXHIBIT "H"

RESTRICTIONS ON PETS

RESTRICTIONS IN BYLAWS AND HOUSE RULES RE PETS

No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except for dogs, cats and other household pets in reasonable number.

Pets shall not be kept, bred or used therein for any commercial purpose nor allowed on any common elements except in transit when carried or on leash; provided, however, that any such pet causing a nuisance or unreasonable disturbance to any other occupant of the project shall be permanently removed therefrom promptly upon notice given by the Board of Directors or managing agent.

Bylaws may contain restrictions on excessive noise or other problems caused by pets.

The bylaws or house rules may restrict ownership to one pet only. Animals shall not include those described as pests under Section 150-A-2, HRS, or animals prohibited from importation under Sections 141-2, 150A.

Tenants may keep only those types of pets which may be kept by the apartment owner. Any apartment owner who is keeping a pet, not prohibited in the bylaws, as of the effective date of an amendment to the bylaws which prohibits pets, may, upon the death of the pet, replace the animal with another and continue to do so for along as the owner continues to reside in the owner's apartment or another apartment subject to the same bylaws.

END