CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer GENTRY-ALANEO, a Hawaii limited partnership
Address 560 N. Nimitz Highway, Honolulu, HI 96817

Project Name(*): SUNPOINT - PHASES II & III
Address: see attached page 1a

Registration No. 3653 (Conversion)

Effective date: December 13, 1996
Expiration date: January 13, 1998

Preparation of this Report:

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

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

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

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

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

Type of Report:

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

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

___ **SUPPLEMENTARY:** (pink) This report updates information contained in the:
- [ ] Preliminary Public Report dated: _____
- [ ] Final Public Report dated: _____
- [ ] Supplementary Public Report dated: _____

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

(*) Exactly as named in the Declaration

PHASE II:

BUILDING 8: 94-1352 Kulewa Loop, Waipahu, Oahu
BUILDING 9: 94-1358 Kulewa Loop, Waipahu, Oahu
BUILDING 10: 94-1364 Kulewa Loop, Waipahu, Oahu
BUILDING 11: 94-1370 Kulewa Loop, Waipahu, Oahu
BUILDING 12: 94-1374 Kulewa Loop, Waipahu, Oahu
BUILDING 13: 94-1375 Kulewa Loop, Waipahu, Oahu
BUILDING 14: 94-1369 Kulewa Loop, Waipahu, Oahu
BUILDING 15: 94-1363 Kulewa Loop, Waipahu, Oahu
BUILDING 16: 94-1359 Kulewa Loop, Waipahu, Oahu

PHASE III:

BUILDING 22: 94-1419 Polani Street, Waipahu, Oahu
BUILDING 23: 94-1411 Polani Street, Waipahu, Oahu
BUILDING 24: 94-1405 Polani Street, Waipahu, Oahu
BUILDING 25: 94-1399 Polani Street, Waipahu, Oahu
BUILDING 26: 94-1391 Polani Street, Waipahu, Oahu
BUILDING 27: 94-1390 Polani Street, Waipahu, Oahu
BUILDING 28: 94-1398 Polani Street, Waipahu, Oahu
BUILDING 29: 94-1404 Polani Street, Waipahu, Oahu
BUILDING 30: 94-1410 Polani Street, Waipahu, Oahu

Disclosure Abstract: Separate Disclosure Abstract on this condominium project: (2)

[XX] 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.

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

[ ] Changes made are as follows:

TABLE OF CONTENTS

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

EXHIBIT A: Developer's Reserved Rights to Change Condominium Documents
EXHIBIT B: Description of Buildings
EXHIBIT C: Use Restrictions for Apartments and Common Elements
EXHIBIT D: Boundaries and Permitted Alterations
EXHIBIT E: Parking
EXHIBIT F: Conformance to Present Zoning Code
EXHIBIT G: Common Elements and Limited Common Elements
EXHIBIT H: Encumbrances Against Title
EXHIBIT I: Construction Warranties
EXHIBIT J: Summary of Pertinent Provisions of Sales Contract
EXHIBIT K: Summary of Pertinent Provisions of Escrow Agreement

eneral Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the ondominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain equirements 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 re leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment wners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that ne lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for y the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments ften require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any nprovements 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 our 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 wned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the uilding or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your ndivided 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 ertain apartments. These common elements are called "limited common elements" and may include parking stalls, atios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be ndividually 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:

Gentry-Alaneo, a Hawaii limited Partnership
Name

Phone: (808) 599-5558 **(Business)**

560 N. Nimitz Highway
Business Address
Honolulu, HI 96817

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

Gentry-Pacific, Ltd., a Hawaii corporation - General Partner

Real Estate Broker:

Gibralter Pacific Realty, Inc. dba The Prudential West Hawaii Realty (R)
Name

Phone: (808) 326-7818/ **(Business)** (800) 462-5662

75-5995 Kuakini Highway
Business Address
Kailua-Kona, HI 96740

Escrow:

Fidelity National Title Insurance Company
Name

Phone: (808) 536-0404 **(Business)**

201 Merchant Street #2100
Business Address
Honolulu, HI 96813

General Contractor:

N/A
Name

Phone: _____ **(Business)**

Business Address

Condominium Managing Agent:

Certified Management, Inc.
Name

Phone: (808) 836-0911 **(Business)**

3179 Koapaka Street, 2nd Floor
Business Address
Honolulu, HI 96819-1927

Attorney for Developer:

Edward R. Brooks
Brooks Tom Miller & Porter
Name

Phone: (808) 526-3011 **(Business)**

737 Bishop Street #2700
Business Address
Honolulu, HI 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 _____
[X] Filed - Land Court: Document No. 2346072 (Phase II)
2346074 (Phase III)

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

N/A

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. _____
[X] Filed - Land Court Condo Map No. 586 (Phase II)
638 (Phase III)

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

N/A

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 _____
[X] Filed - Land Court: Document No. 2346073 (Phase II)
2346075 (Phase III)

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

N/A

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:

[X] 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:

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

* *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.

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

see Exhibit A

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

[X] 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: see page 1a

Tax Map Key: (TMK) (1) 9-4-115-037 (Phase II)
(1) 9-4-115-039 (Phase III)

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

Land Area: 113,523 (Phase II)
121,349 (Phase III) [X] square feet [ ] acre(s) **Zoning:** A-1

Fee Owner : Gentry-Alaneo, a Hawaii limited partnership
Name
560 N. Nimitz Highway
Address
Honolulu, HI 96817

Sublessor: N/A
Name

Address

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 9 (Phase II) 9 (Phase III) Floors Per Building 1 or 2

[X] Exhibit B contains further explanations.

3. Principal Construction Material:

[X] Concrete [ ] Hollow Tile [X] Wood

[ ] Other

4. Permitted Uses by Zoning:

	No. of Apts.	Use Permitted By Zoning		No. of Apts.	Use Determined By Zoning
[XX] Residential	(II) 68 (III) 88	[ ] 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: _____

[ ] Number of Occupants: _____

[XX] Other: see Exhibit C

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 64 Trash Chutes: N/A

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
Studio	20	0/1	409	42 to 133
1BR	40	1/1	477	42 to 146
2BR	96	2/1	708 or 709	55 to 193

Total Apartments: 156

***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 D

Permitted Alterations to Apartments:

see Exhibit D

7. Parking Stalls:

Total Parking Stalls: 185

	Regular		Compact		Tandem		
	covered	open	covered	open	covered	open	TOTAL
Assigned (for each unit)	117	43	0	0	0	0	160
Guest	25	0	0	0	0	0	25
Unassigned	0	0	0	0	0	0	0
Extra for Purchase	0	0	0	0	0	0	0
Other:	0	0	0	0	0	0	0
Total Covered & Open	185		0		0		

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

[ ] **Commercial parking garage permitted in condominium project.**

[X] **Exhibit E contains additional information on parking stalls for this condominium project.**

8. Recreational and Other Common Facilities:

[ ] **There are no recreational or common facilities.**

[X] **Swimming pool** * [ ] **Storage Area** [X] **Recreation Area** *

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

[ ] **Other:** *located outside the Project (see Exhibit A)

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

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

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

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

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

No representations are made by the Developer regarding the condition and expected useful life of structural components or mechanical or electrical installations of the Project. However, see the letters attached as Exhibit "C" to the DISCLOSURE ABSTRACT, a copy of which must be given to each prospective buyer along with this Public Report.

11. Conformance to Present Zoning Code

a. [X] No variances to zoning code have been granted. see Exhibit F

[ ] 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	Yes		
Structures	Yes		
Lot	Yes		

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:

[X] described in Exhibit G.

[ ] 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.

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

[X] described in Exhibit G.

[ ] as follows:

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

[X] described in Exhibit E-1.

[ ] 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 H describes the encumbrances against the title contained in the title report dated 11/6/96 (Phase II) 11/6/96 (Phase III) and issued by Fidelity National Title Insurance Company.

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.

Type of Lien	Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
see Exhibit H-1	

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 I

2. Appliances:

see Exhibit I

G. **Status of Construction and Estimated Completion Date:**

Construction of Phases II and III was completed in 1986.

H. **Project Phases:**

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

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

see Exhibit A

IV. CONDOMINIUM MANAGEMENT

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

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

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

[X] 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 __*__ contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

*see Disclosure Abstract

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 [X] Gas* [X] Water

[X] Sewer [ ] Television Cable [X] Other refuse collection

*for Recreational Facilities 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:

[X] Notice to Owner Occupants

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

[X] Escrow Agreement dated November 1, 1996
Exhibit K contains a summary of the pertinent provisions of the escrow agreement.

[ ] Other_____

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all 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. 3653 filed with the Real Estate Commission on 11/7/96.

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

Pursuant to Sections 16-99-3(g) and 16-99-11(d), Hawaii Administrative Rules ("HAR"), prospective purchasers are hereby advised the President, Norman H. Gentry, RS30052 is a current and inactive Hawaii-licensed real estate salesperson. Further, that Gentry Properties, RB16610, whose principal broker is Glenn H. Nishioka, RB10903. Pursuant to section 16-99-11(c), HAR, "(n)o licensee shall be allowed to advertise 'For Sale by Owner', 'For Rent by Owner', 'For Lease by Owner' or 'For Exchange by Owner'."

Further that:

Gentry Properties, RB16610 is a current active real estate broker whose principal broker is Glenn H. Nishioka, RB10903 and two listed current active Hawaii real estate salespersons: Alexander Fadrowsky, RS9774 and Shelly M. Yamamoto, RS53505

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.

GENTRY-ALANEO, a Hawaii limited partnership
Name of Developer

Gentry-Pacific, Ltd., a Hawaii corporation

By: _____ 11/1/96
Duly Authorized Signatory **Date**

Norman H. Gentry, President of Gentry-Pacific, Ltd., general partner of Gentry-Alaneo
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

DEVELOPER'S RESERVED RIGHTS TO CHANGE CONDOMINIUM DOCUMENTS

Following is a brief summary of certain provisions in the Declaration, By-Laws and the Sales Contract, as indicated, wherein the Developer has reserved the right to change the condominium documents, including the Declaration, By-Laws, Rules and Regulations ("House Rules") and the Condominium Map:

I. DECLARATION

In paragraph S of the Declaration, the Developer reserves the right, at any time prior to the conveyance of an apartment to a buyer, to amend the Declaration and the By-Laws in any manner as the Developer may deem fit, and specifically, may amend the designation of the parking stalls appurtenant to the apartments.

In paragraph U of the Declaration, the Developer reserves the right for itself and its agents, until such time as all the apartments in the Project are sold, to:

1. To grant any easements for sewer, drainage, water and other utility facilities, and for ingress, egress or roadway purposes, and to quitclaim any easements in favor of the Project which are not required for the Project.

2. To grant to any person or entity easements for parking purposes on said land, without the consent or joinder of any apartment owners or their mortgagees, in the event that any parking stall located on land which is not part of the Project encroaches onto the Project.

3. If necessary, to amend this Declaration, the Condominium Map and the By-Laws consistent with any grant or reservations of rights by Owner under the Declaration.

4. To conduct sales of apartments at the Project, including, but not limited to, maintaining model apartments, operating a sales office, conducting advertising, placing signs, using parking spaces and erecting lighting in connection with such sales.

5. To amend the Declaration to satisfy a requirement of any governmental agency of the United States or the State of Hawaii, including, but not limited to, the Veterans' Administration or the Federal Housing Administration, for the purpose of obtaining loans secured by apartments in the Project.

6. To grant to the Association the "License" to use the "Recreation Center", in accordance with the provisions of paragraph BB (such terms being defined in said paragraph BB).

In paragraph BB of the Declaration, the Developer reserves the right to grant to the Association a perpetual non-exclusive license to use the recreation center ("Recreation Center") which is located in and is a common element of, the Sunpoint, Increment I condominium project and located on Lot 10792-A, Map 664, Land Court Application No. 1000, TMK No. (1) 9-4-115-036. The Recreation Center consists of a swimming pool and entertainment pavilion (including sink, serving counter, refrigerator and barbeque facilities). The License will give each apartment owner a non-exclusive right to use the Recreation Center on certain terms and conditions, including, but not limited to, the payment of a portion of the maintenance and operation costs of the Recreation Center. The License will be filed in the Land Court as an encumbrance against the Project, and will not require the approval or consent of the Association, any apartment owner or any mortgagee.

In paragraph CC of the Declaration, the Developer reserves the right to select and designate one apartment in the Project, or in any of the increments located in the multiple phase project known as "Sunpoint" (as defined in the Declaration), to offer such apartment for sale to the associations of apartment owners of increments of Sunpoint or to the merged association of apartment owners to be used as lodging for a resident manager or such other use or purpose as approved by such associations of apartment owners or the merged association.

In paragraph DD of the Declaration, the Developer reserves the right to merge Phase II and/or Phase III and one or more of the other increments in Sunpoint ("Increments") as if they were each part of a single condominium project, within twenty (20) years from the date the Declaration is recorded. Phase II, Phase III and the Increments consist of a total of three hundred seventy-six (376) apartment units that were developed as five (5) separate and distinct condominium projects. Upon merger, the management, control, administration and use of the projects which are merged, shall be unified under one association of apartment owners, and each of the projects will bear a fraction of the total common expenses (as defined in their respective declarations of condominium property regime) of the Merged Project (as defined in paragraph DD), treating all of the projects as one project for this purpose. For each project, the numerator will be the total net living area of all apartments therein (as set forth in said declarations) and the denominator will be the total net living area of all apartments in the Merged Project. Each apartment's share of the common expenses of the Merged Project will be equal to the common interest appurtenant to said apartment (as set forth in said declarations), multiplied by the share of common expenses allocated to the project in which the apartment is located. The association of apartment owners of each project shall be merged into a single association governing the Merged Project, and each of the merged projects will have the same share of the total votes of the Merged Project in the same

proportions set forth above for the sharing of common expenses. Merger shall only affect the administration and use of the merged projects and the sharing of common expenses, and shall not affect the ownership of apartments and their appurtenant common interests in each project. However, if required so that the interest in reserve funds attributable to each apartment in the Merged Project shall be equal to such apartment's share of the common expenses and vote in the Merged Project, the board of directors of the Merged Project may make adjustments to the each apartment owner's account. In addition, the Developer shall have the right, but not the obligation, to require apartment owners in all or any of the projects being merged to make contributions in addition to their share of common expenses, to the reserves, operating account and/or other accounts. The Developer also reserves the right not to merge Phase II or Phase III with any or all of the Increments.

II. BY-LAWS

In Article II, Section 2 of the By-Laws, the Developer reserves the right to exercise the powers, vote and act for the Association and the Board on all matters until the first apartment in the Project is conveyed to a buyer (except as to those rights reserved to the Developer in paragraph U of the Declaration, which rights are reserved until all of the activities described therein have been completed).

III. SALES CONTRACT

In paragraph 16 of the Sales Contract the Developer, as Seller, reserves the right to modify all documents related to the Project, including the Declaration, By-Laws, Condominium Map, Apartment Deed, Rules and Regulations, the Seller's Disclosure Abstract and any exhibits to such documents.

The Seller also reserves the right to make minor changes in any apartment sold under a sales contract, other apartments in the Project and in the common elements or limited common elements; provided, however, that except as provided in the Declaration, no changes shall be made which substantially affect the physical location or design of the apartment sold under the sales contract.

THIS EXHIBIT CONTAINS ONLY A BRIEF SUMMARY OF THE PROVISIONS CONTAINED IN THE DECLARATION, THE BY-LAWS AND THE SALES CONTRACT RESPECTING THE DEVELOPER'S RESERVED RIGHTS. PROSPECTIVE OWNERS SHOULD READ AND UNDERSTAND ALL OF THE PROVISIONS RELATING TO THE DEVELOPER'S RESERVED RIGHTS CONTAINED IN THE AFORESAID DOCUMENTS.

EXHIBIT B

DESCRIPTION OF BUILDINGS

Phase II consists of nine (9) buildings, designated as buildings 8, 9, 10, 11, 12, 13 14, 15 and 16. Construction of the buildings is primarily wood frame on concrete slab foundations with interior walls constructed of wood studding and gypsum board, exterior walls covered with siding, and roofs constructed of wood and wood shakes. Buildings 8 and 12 are one story and contain four (4) apartments each. Buildings 9, 10, 11, 14, 15 and 16 are two stories and contain eight (8) apartments each. Building 13 is two stories and contains twelve (12) apartments. None of the buildings has a basement. Phase II contains a total of sixty-eight (68) residential apartments.

Phase III consists of nine (9) buildings, designated as buildings 22, 23, 24, 25, 26, 27, 28, 29 and 30. Construction of the buildings is primarily wood frame on concrete slab foundations with interior walls constructed of wood studding and gypsum board, exterior walls covered with siding, and roofs constructed of wood and wood shakes. All of the buildings have two stories. Buildings 22, 23, 25, 28 and 30 each contain eight (8) apartments, and buildings 24, 26, 27 and 29 each contain twelve (12) apartments. None of the buildings has a basement. Phase III contains a total of eighty-eight (88) residential apartments.

EXHIBIT C

USE RESTRICTIONS FOR APARTMENTS AND COMMON ELEMENTS

The following provisions in the Declaration, By-Laws and House Rules, as indicated, contain restrictions on the use of the apartments and the common elements of the Project:

I. DECLARATION

Pursuant to paragraph J of the Declaration, each apartment shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests. No apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any business, trade or profession whatsoever. The respective apartments shall not be rented by the apartment owners thereof for transient or hotel purposes, as defined in the Declaration. Neither the apartments nor any interest therein shall be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership" or "time-interval ownership" arrangement. Other than the foregoing restrictions, the owners of the apartments shall have the absolute right to lease the same, provided that such lease covers an entire apartment, is in writing and is made subject to the covenants and restrictions contained in the Declaration and in the By-Laws.

II. BY-LAWS

Article VIII, Section 6 of the By-Laws lists a variety of restrictions affecting the use of the apartments and common elements, including, without limitation, restrictions as to the posting of advertisements, posters or other signs on or about the Project; noise; disposal of garbage; uses which may cause an increase in the ordinary premium rates or cancellation or invalidation of any insurance maintained by or for the Board; noxious or offensive activities; the storage of furniture, packages or other objects which could obstruct transit through the common elements; the alteration or removal of any furniture belonging to the Association; the construction or placement in the Project of any building or structure; the alteration of any common elements of the Project; installation or maintenance of any television or other antennas in the Project visible from any point outside of the Project; and the keeping of pets.

III. HOUSE RULES

Section A of the House Rules lists restrictions affecting the apartments, including, without limitation,

restrictions as to the exterior appearance of the apartments (i.e., prohibitions against attaching or hanging awnings, venetian blinds, window guards, radio or television antenna, planters, garments and other objects to the exterior of the apartments); noise; the keeping of pets; disposal of rubbish; the keeping of explosives or other flammable, noxious materials; and the conduct of guests.

Section B of the House Rules lists restrictions affecting the common and limited common elements of the Project, including, without limitation, restrictions as to soliciting for sales of goods and services; the storage of surfboards and bicycles; the alteration or removal of the furniture made available in the common areas; obstructing access in the Project; litter; the conduct of children; and removal, picking or transplanting of any of the Project landscaping.

Section C of the House Rules lists general restrictions affecting the Project, including, without limitation, restrictions as to creating any hazards in the Project; waterbeds; hazardous materials; fireworks; and renting of the apartments.

Section D of the House Rules lists restrictions affecting vehicles in the Project, including, without limitation, restrictions as to the washing, cleaning or polishing of cars and motorcycles; storage of personal items in the parking stalls; movement of vehicles while in the Project; parking which may impede or prevent ready access to any entrance or to any exit from the Project by another vehicle; and repairing automobiles or motorcycles in the Project.

THIS EXHIBIT CONTAINS ONLY A BRIEF SUMMARY OF CERTAIN USE PROVISIONS STATED IN THE DECLARATION, BY-LAWS AND HOUSE RULES. PROSPECTIVE OWNERS SHOULD READ AND UNDERSTAND ALL OF THE USE RELATED PROVISIONS CONTAINED IN THE AFORESAID DOCUMENTS.

EXHIBIT D

BOUNDARIES AND PERMITTED ALTERATIONS TO APARTMENTS

Each apartment is bounded by its perimeter and party walls, windows, doors, floors and ceilings.

The Declaration and By-Laws permit alterations to the apartments as follows:

I. DECLARATION

Paragraph Q of the Declaration provides that except as otherwise provided in the Declaration, rebuilding, restoration or replacement of the Project, or construction of any additional building or structural alteration or addition to any building different in any material respect from the Condominium Map of the Project, shall be undertaken by the Association or any apartment owner only pursuant to an amendment of the Declaration and the provisions of said Paragraph Q. Promptly upon completion of such restoration, replacement or construction, the Association shall duly record or file 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.

Any alterations or additions within an apartment or within a limited common element appurtenant to and for the exclusive use of an apartment which do not alter the characteristics of such apartment or limited common element, shall require the written consent and approval of the apartment owner's plans therefor only by the holders of all liens affecting such apartment (if the lien holders require such consent and approval) and the Board, and such alterations or additions may be undertaken without an amendment to the Declaration or the filing of a complete set of floor plans of the Project so altered.

II. BY-LAWS

Article VIII, Section 3(A) of the By-Laws provides that additions, alterations, repairs or improvements to the common or limited common elements of the Project may be made only by or at the direction of the Board, except as provided for in the Declaration.

THIS EXHIBIT CONTAINS EXCERPTS OF THE PROVISIONS CONTAINED IN THE DECLARATION AND THE BY-LAWS RESPECTING PERMITTED ALTERATIONS TO THE APARTMENTS. PROSPECTIVE OWNERS SHOULD READ AND UNDERSTAND ALL OF THE PROVISIONS RELATING TO PERMITTED ALTERATIONS CONTAINED IN THE AFORESAID DOCUMENTS.

EXHIBIT E

PARKING

In Phase II, there are seventy-seven (77) parking stalls. Each of the sixty-eight apartments in Phase II has at least one (1) parking stall assigned to it as a limited common element designated in Exhibit "B" to the Phase II Declaration, attached hereto as Exhibit E-1 and incorporated herein by reference. There are five (5) guest parking stalls.

In Phase III, there are one hundred eight (108) parking stalls. Each of the eighty-eight apartments in Phase III has one (1) parking stall assigned to it as a limited common element designated in Exhibit "B" to the Phase III Declaration, attached hereto as Exhibit E-2 and incorporated herein by reference. There are twenty (20) guest parking stalls.

The Condominium Property Act (Chapter 514A, Hawaii Revised Statutes) provides that owners shall have the right to change the designation of parking stalls which are appurtenant to their respective apartments by amendment of the Declaration and the respective apartment deeds or condominium conveyance documents involved, which said amendment need only be signed and approved by the owners of the apartments whose parking stalls are being changed, their respective mortgagees, if any, and the condominium conveyance document lessor, if applicable.

The House Rules contain specific provisions concerning vehicles and parking, which owners should thoroughly understand. The provisions cover restrictions relating to, without limitation, vehicle registration by residents with the Board of Directors or Managing Agent, washing of vehicles, storage of personal items in parking stalls, and avoidance of access problems caused by vehicles. The House Rules also address particular problems such as tow-away for unauthorized parking and operation of vehicles while in the Project. Nuisances created by repairs, maintenance, noise and improper or unsafe vehicle operating conditions are prohibited. Owners will be held responsible for violations of parking rules by their lessees, renters or guests.

EXHIBIT E-1
(Phase II)

Building 8:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
8A	2BR	709	118	107*, 108*	1.57%
8B	2BR	708	145	50*, 51	1.57%
8C	2BR	708	145	106*	1.57%
8D	2BR	709	118	109*	1.57%

Building 9:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
9A	2BR	709	193	52	1.57%
9B	2BR	708	149	54	1.57%
9C	2BR	709	193	58	1.57%
9D	2BR	708	149	56	1.57%
9R	2BR	709	55	53	1.57%
9S	2BR	708	80	55*	1.57%
9T	2BR	709	55	59	1.57%
9U	2BR	708	80	57	1.57%

Building 10:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
10A	2BR	709	193	62	1.57%
10B	2BR	708	149	66	1.57%
10C	2BR	709	193	64*	1.57%
10D	2BR	708	149	60	1.57%
10R	2BR	709	55	63	1.57%
10S	2BR	708	80	67	1.57%
10T	2BR	709	55	65	1.57%
10U	2BR	708	80	61	1.57%

Building 11:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
11A	2BR	709	193	68*	1.57%
11B	2BR	708	149	70	1.57%
11C	2BR	709	193	75*	1.57%
11D	2BR	708	149	77	1.57%
11R	2BR	709	55	69	1.57%
11S	2BR	708	80	71	1.57%
11T	2BR	709	55	74	1.57%
11U	2BR	708	80	76	1.57%

Building 12:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
12A	2BR	709	118	364, 365	1.57%
12B	2BR	708	145	362*, 363	1.57%
12C	2BR	708	145	72	1.57%
12D	2BR	709	118	73	1.57%

Building 13:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
13A	1BR	477	137	350*	1.06%
13B	studio	409	137	354	.90%
13C	1BR	477	146	356	1.06%
13D	1BR	477	137	358	1.06%
13E	studio	409	137	360	.90%
13F	1BR	477	146	352	1.06%
13R	1BR	477	42	351	1.06%
13S	studio	409	42	355	.90%
13T	1BR	477	42	357*	1.06%
13U	1BR	477	42	359	1.06%
13V	studio	409	42	361	.90%
13W	1BR	477	42	353	1.06%

Building 14:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
14A	2BR	709	193	85	1.57%
14B	2BR	708	149	87	1.57%
14C	2BR	709	193	83*	1.57%
14D	2BR	708	149	81	1.57%
14R	2BR	709	55	84	1.57%
14S	2BR	708	80	86	1.57%
14T	2BR	709	55	82	1.57%
14U	2BR	708	80	80	1.57%

Building 15:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
15A	2BR	709	193	95	1.57%
15B	2BR	708	149	91	1.57%
15C	2BR	709	193	89	1.57%
15D	2BR	708	149	93*	1.57%
15R	2BR	709	55	94	1.57%
15S	2BR	708	80	90	1.57%
15T	2BR	709	55	88*	1.57%
15U	2BR	708	80	92	1.57%

Building 16:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
16A	2BR	709	193	105	1.57%
16B	2BR	708	149	101*	1.57%
16C	2BR	709	193	99	1.57%
16D	2BR	708	149	103	1.57%
16R	2BR	709	55	104	1.57%
16S	2BR	708	80	100	1.57%
16T	2BR	709	55	98	1.57%
16U	2BR	708	80	102	1.57%

GUEST STALLS: 78, 79, 96, 97 & 366

NOTES: All stalls are standard size stalls. Those stalls designated with an asterisk (*) above are uncovered.

EXHIBIT E-2
(Phase III)

Building 22:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
22A	2BR	709	193	171*	1.41%
22B	2BR	708	149	172*	1.41%
22C	2BR	709	193	176*	1.41%
22D	2BR	708	149	175*	1.41%
22R	2BR	709	55	173*	1.41%
22S	2BR	708	80	174*	1.41%
22T	2BR	709	55	178	1.41%
22U	2BR	708	80	177*	1.41%

Building 23:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
23A	2BR	709	193	179	1.41%
23B	2BR	708	149	180	1.41%
23C	2BR	709	193	185	1.41%
23D	2BR	708	149	183	1.41%
23R	2BR	709	55	181*	1.41%
23S	2BR	708	80	182*	1.41%
23T	2BR	709	55	186*	1.41%
23U	2BR	708	80	184	1.41%

Building 24:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
24A	1BR	477	137	187*	.953%
24B	studio	409	137	190	.819%
24C	1BR	477	146	195	.953%
24D	1BR	477	137	199	.953%
24E	studio	409	137	197	.819%
24F	1BR	477	146	193*	.953%
24R	1BR	477	42	191	.953%
24S	studio	409	42	192	.819%
24T	1BR	477	42	196*	.953%
24U	1BR	477	42	200	.953%
24V	studio	409	42	198	.819%
24W	1BR	477	42	194	.953%

Building 25:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
25A	2BR	709	193	202	1.41%
25B	2BR	708	149	207	1.41%
25C	2BR	709	193	205	1.41%
25D	2BR	708	149	201	1.41%
25R	2BR	709	55	204*	1.41%
25S	2BR	708	80	208	1.41%
25T	2BR	709	55	206	1.41%
25U	2BR	708	80	203	1.41%

Building 26:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
26A	1BR	477	137	212*	.953%
26B	studio	409	137	214	.819%
26C	1BR	477	146	218	.953%
26D	1BR	477	137	346	.953%
26E	studio	409	137	348	.819%
26F	1BR	477	146	216	.953%
26R	1BR	477	42	213	.953%
26S	studio	409	42	215*	.819%
26T	1BR	477	42	219	.953%
26U	1BR	477	42	347	.953%
26V	studio	409	42	349	.819%
26W	1BR	477	42	217	.953%

Building 27:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
27A	1BR	477	137	335	.953%
27B	studio	409	137	337	.819%
27C	1BR	477	146	339	.953%
27D	1BR	477	137	341*	.953%
27E	studio	409	137	225	.819%
27F	1BR	477	146	227	.953%
27R	1BR	477	42	336	.953%
27S	studio	409	42	338*	.819%
27T	1BR	477	42	340	.953%
27U	1BR	477	42	342	.953%
27V	studio	409	42	224*	.819%
27W	1BR	477	42	226	.953%

Building 28:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
28A	2BR	709	193	235	1.41%
28B	2BR	708	149	234*	1.41%
28C	2BR	709	193	229	1.41%
28D	2BR	708	149	231*	1.41%
28R	2BR	709	55	233	1.41%
28S	2BR	708	80	232	1.41%
28T	2BR	709	55	228	1.41%
28U	2BR	708	80	230	1.41%

Building 29:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
29A	1BR	477	137	250*	.953%
29B	studio	409	137	244	.819%
29C	1BR	477	146	243	.953%
29D	1BR	477	137	242*	.953%
29E	studio	409	137	248	.819%
29F	1BR	477	146	249	.953%
29R	1BR	477	42	247	.953%
29S	studio	409	42	241	.819%
29T	1BR	477	42	237	.953%
29U	1BR	477	42	236	.953%
29V	studio	409	42	245	.819%
29W	1BR	477	42	246	.953%

Building 30:

Apt. No.	Type	Net Living Area (s.f.)	Lanai (s.f.)	Parking Stall(s)	Percentage Common Interest
30A	2BR	709	193	258	1.41%
30B	2BR	708	149	257*	1.41%
30C	2BR	709	193	253	1.41%
30D	2BR	708	149	254*	1.41%
30R	2BR	709	55	256*	1.41%
30S	2BR	708	80	255*	1.41%
30T	2BR	709	55	251	1.41%
30U	2BR	708	80	252	1.41%

GUEST STALLS: 188, 189, 209-211, 220-223, 238-240, 259-263 & 343-345

NOTES: All stalls are standard size stalls. Those stalls designated with an asterisk (*) above are uncovered.

EXHIBIT F

CONFORMANCE TO PRESENT ZONING CODE

According to a letter dated August 2, 1996, from the Building Department of the City and County of Honolulu, the buildings in Phases II and III met all applicable code requirements at the time of their construction in 1986. Special Permit No. 85/SP-82 for joint development was approved on December 18, 1985. No variances or other special permits were granted to allow deviations from any applicable codes. The Developer cannot determine whether Phases II or III contain any other legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.

EXHIBIT G

DESCRIPTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

I. COMMON ELEMENTS

Paragraph E of each Declaration describes the common elements as all portions of the land and improvements (other than the apartments), the land on which the building is located and all common elements mentioned in the Act which are actually constructed on the land described herein. Said common elements include, but are not limited to the following:

1. The land described in Exhibit "A".

2. All foundations, columns, girders, beams, floor slabs, supports, unfinished perimeter and load-bearing walls (except for the inner decorated surfaces within each apartment), roofs, corridors, stairways and walkways of each building.

3. All yards, grounds, planters, landscaping, gardens, planting areas, refuse and like facilities.

4. All driveways, loading areas, parking area entryways and exitways, and as to Phase II, the seventy-seven (77) parking stalls designated on the Condominium Map, including five (5) guest stalls, and as to Phase III, the one hundred eight (108) parking stalls designated on the Condominium Map, including twenty (20) guest stalls.

5. All central and appurtenant installations for services such as power, lights, telephone, gas, hot and cold water lines, television, sewage disposal and other utilities (including all pipes, ducts, wires, cables and conduits used in connection therewith, whether located in common areas or in apartments), and all boilers, tanks, pumps, motors, fans, ducts, compressors, vents and other apparatus and installations existing for, or in each building for common use.

6. All balconies, lanais, corridors and stairways situate within the Project and not within any apartment.

7. Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, and normally in common use and which are not part of any apartment.

II. LIMITED COMMON ELEMENTS

Paragraph F of each Declaration describes the limited common elements as certain parts of the common elements which are set

aside and reserved for the exclusive use of certain apartments, which apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside for each apartment are as follows:

1. The parking stall(s) designated for each of the apartments in Exhibit "B" attached to each Declaration.

2. One (1) mailbox which mailbox bears the same number as the number of the apartment.

3. Each ground floor apartment has the lanai and any fenced yard area which adjoins it, as shown on the Condominium Map and indicated on Exhibit "B", and the fence which surrounds the fenced yard area is also be a limited common element appurtenant to such apartment.

4. Each second floor apartment has the lanai immediately adjacent to such apartment, as shown on the Condominium Map and indicated on Exhibit "B".

5. Those portions of the concrete walkways and pads which are adjacent to and provide immediate access to the various apartments are limited common elements respectively appurtenant to the apartments to which they are adjacent and for which they provide access.

6. The exterior stairways and railings which serve the various second story apartments are limited common elements respectively appurtenant to and for the exclusive use of the apartments which they serve.

EXHIBIT H

ENCUMBRANCES AGAINST TITLE

PHASE II:

1. For real property taxes due and owing, reference is made to the Tax Assessor, City and County of Honolulu.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Declaration of Covenants, Conditions and Restrictions dated November 17, 1978, filed as Land Court Document No. 909239. Said Declaration was amended by instrument dated November 17, 1980, filed as Land Court Document No. 1042252, and by Declaration of Annexation dated February 8, 1995, filed as Land Court Document No. 1282262.

4. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Unilateral Agreement and Declaration for Conditional Zoning dated February 12, 1982, filed as Land Court Document No. 1105595.

5. Easement 4274 for drainage purposes as set forth by Land Court Order No. 73345, filed March 21, 1985.

6. Easement 4513 for access and utility purposes, Easement 4515 for drainage purposes, Easement 4516 for sewer purposes, as set forth by Land Court Order No. 75725, filed October 21, 1985.

7. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Agreement for Issuance of Special Use Permit Under Section 21-2.71, Revised Ordinances of Honolulu, 1978, dated December 18, 1985, filed as Land Court Document No. 1341011.

8. The terms, provisions, covenants, easements and reservations as contained in that certain Unrecorded Lease dated December 23, 1985, by and between Thomas Henry Gentry, husband of Nora Silvia Gentry, as lessor, and Gentry-Alaneo, a Hawaii limited partnership, as lessee. A short from of said Lease is dated December 23, 1985, filed as Land Court Document No. 1341940. Said Lease is subject to the following:

(A) Mortgage dated December 23, 1985, by and between Gentry-Alaneo, a Hawaii limited partnership, as mortgagor, and Bank of Hawaii, a Hawaii corporation, as mortgagee, filed as Land Court Document No. 1341943.

(B) Assignment of Lessor's Interest dated December 23, 1985, recorded in Liber 19171 at Page 504, made by Gentry-Alaneo, a Hawaii limited partnership, as assignor, and Bank of Hawaii, a Hawaii corporation, as assignee, assigning all right, title and interest of assignor in and to all leases (except for item 7 above) covering the property herein described as security for the repayment of a loan in the amount of $17,000,000.00.

(C) Financing Statement recorded on January 9, 1986, in Liber 19212 at Page 352, by Bank of Hawaii, as agent for City and County of Honolulu, a municipal corporation of the State of Hawaii, as secured party, against Gentry-Alaneo, a Hawaii Limited Partnership, as debtor.

By instrument recorded on July 30, 1990 and September 13, 1995, as Document Nos. 90-114923 and 95-117254, respectively, the foregoing Financing Statement was continued.

9. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Regulatory Agreement and Declaration of Restrictive Covenants dated December 23, 1985, filed as Land Court Document No. 1341942, to which reference is hereby made, but deleting any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

10. Mortgage dated December 23, 1985, by and between Thomas Henry Gentry, husband of Nora Silvia Gentry, as mortgagor, and Bank of Hawaii, a Hawaii corporation, as mortgagee, filed as Land Court Document No. 1341944.

11. Declaration Providing for Merger of Increments in a Condominium Project and Irrevocable Power of Attorney dated March 20, 1986, filed as Land Court Document No. 1360161, to which reference is hereby made, but deleting any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3064(c).

12. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the Cancellation; and Restatement of Declaration of Horizontal Property Regime of "Sunpoint, Increment II" dated March 20, 1986, filed as Land Court Document No. 1360164 (Condominium Map No. 586).

Said Declaration was cancelled and said Map was amended by that certain Sunpoint - Phase II Cancellation; and Restatement of Declaration of Condominium Property Regime dated November 1, 1996, filed as Land Court Document No. 2346072.

13. By-Laws of the Association of Apartment Owners of Sunpoint, Increment II dated March 20, 1986, filed as Land Court Document No. 1360165.

Said By-Laws were cancelled by that certain Restatement of By-Laws of the Association of Apartment Owners of Sunpoint - Phase II dated November 1, 1996, filed as Land Court Document No. 2346073.

14. Grant dated December 16, 1986, giving to the City and County of Honolulu an easement over said Easement 4515, filed as Land Court Document No. 1514740.

15. Grant dated December 16, 1986, giving to the City and County of Honolulu an easement over said Easement 4516, filed as Land Court Document No. 1514781.

16. Any rights of parties in possession of a portion of, or all of, the property herein, described, which rights are not disclosed by public records.

[NOTE: ENCUMBRANCES 8 THROUGH 11, INCLUSIVE, WILL BE REMOVED AT THE CLOSING OF THE SALE OF EACH APARTMENT.]

PHASE III:

1. For real property taxes due and owing, reference is made to the Tax Assessor, City and County of Honolulu.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Declaration of Covenants, Conditions and Restrictions dated November 17, 1978, filed as Land Court Document No. 909239. Said Declaration was amended by instrument dated November 17, 1980, filed as Land Court Document No. 1042252, and by Declaration of Annexation dated February 8, 1995, filed as Land Court Document No. 1282262.

4. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Unilateral Agreement and Declaration for Conditional Zoning dated February 12, 1982, filed as Land Court Document No. 1105595.

5. Easement 4513 for access and utility purposes, Easement 4514 for access and utility purposes, Easement 4516 for sewer purposes, as set forth by Land Court Order No. 75725, filed October 21, 1985.

6. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Agreement for Issuance of Special Use Permit Under Section 21-2.71, Revised Ordinances of Honolulu, 1978, dated December 18, 1985, filed as Land Court Document No. 1341011.

7. The terms, provisions, covenants, easements and reservations as contained in that certain Unrecorded Lease dated December 23, 1985, by and between Thomas Henry Gentry, husband of Nora Silvia Gentry, as lessor, and Gentry-Alaneo, a Hawaii limited partnership, as lessee. A short from of said Lease is dated December 23, 1985, filed as Land Court Document No. 1341940. Said Lease is subject to the following:

(A) Mortgage dated December 23, 1985, by and between Gentry-Alaneo, a Hawaii limited partnership, as mortgagor, and Bank of Hawaii, a Hawaii corporation, as mortgagee, filed as Land Court Document No. 1341943.

(B) Assignment of Lessor's Interest dated December 23, 1985, recorded in Liber 19171 at Page 504, made by Gentry-Alaneo, a Hawaii limited partnership, as assignor, and Bank of Hawaii, a Hawaii corporation, as assignee, assigning all right, title and interest of assignor in and to all leases (except for item 7 above) covering the property herein described as security for the repayment of a loan in the amount of $17,000,000.00.

(C) Financing Statement recorded on January 9, 1986, in Liber 19212 at Page 352, by Bank of Hawaii, as agent for City and County of Honolulu, a municipal corporation of the State of Hawaii, as secured party, against Gentry-Alaneo, a Hawaii Limited Partnership, as debtor.

By instrument recorded on July 30, 1990 and September 13, 1995, as Document Nos. 90-114923 and 95-117254, respectively, the foregoing Financing Statement was continued.

8. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Regulatory Agreement and Declaration of Restrictive Covenants dated December 23, 1985, filed as Land Court Document No. 1341942, to which reference is hereby made, but deleting any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

9. Mortgage dated December 23, 1985, by and between Thomas Henry Gentry, husband of Nora Silvia Gentry, as mortgagor, and Bank of Hawaii, a Hawaii corporation, as mortgagee, filed as Land Court Document No. 1341944.

10. Declaration Providing for Merger of Increments in a Condominium Project and Irrevocable Power of Attorney dated March 20, 1986, filed as Land Court Document No. 1360161, to

which reference is hereby made, but deleting any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3064(c).

11. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the Declaration of Horizontal Property Regime of "Sunpoint, Increment III" dated July 29, 1987, filed as Land Court Document No. 1485953 (Condominium Map No. 638).

Said Declaration was cancelled and said Map was amended by that certain Sunpoint - Phase III Cancellation; and Restatement of Declaration of Condominium Property Regime dated November 1, 1996, filed as Land Court Document No. 2346074.

12. By-Laws of the Association of Apartment Owners of Sunpoint, Increment III dated July 29, 1987, filed as Land Court Document No. 1485954.

Said By-Laws were cancelled by that certain Restatement of By-Laws of the Association of Apartment Owners of Sunpoint - Phase II dated November 1, 1996, filed as Land Court Document No. 2346075.

13. Grant dated December 16, 1986, giving to the City and County of Honolulu an easement over said Easement 4516, filed as Land Court Document No. 1514781.

14. Declaration of Parking Encroachments and Easements dated November 1, 1996, filed as Land Court Document No. 2346071.

15. Any rights of parties in possession of a portion of, or all of, the property herein, described, which rights are not disclosed by public records.

[NOTE: ENCUMBRANCES 7 THROUGH 10, INCLUSIVE, WILL BE REMOVED AT THE CLOSING OF THE SALE OF EACH APARTMENT.]

EXHIBIT H-1

BLANKET LIENS

1. Regulatory Agreement and Declaration of Restrictive Covenants dated December 23, 1985, filed as Land Court Document No. 1341942.

2. Mortgage dated December 23, 1985, by and between Thomas Henry Gentry, husband of Nora Silvia Gentry, as mortgagor, and Bank of Hawaii, a Hawaii corporation, as mortgagee, filed as Land Court Document No. 1341944.

3. Mortgage dated December 23, 1985, by and between Gentry-Alaneo, a Hawaii limited partnership, as mortgagor, and Bank of Hawaii, a Hawaii corporation, as mortgagee, filed as Land Court Document No. 1341943.

(A) Assignment of Lessor's Interest dated December 23, 1985, recorded in Liber 19171 at Page 504, made by Gentry-Alaneo, a Hawaii limited partnership, as assignor, and Bank of Hawaii, a Hawaii corporation, as assignee.

(B) Financing Statement recorded on January 9, 1986, in Liber 19212 at Page 352, by Bank of Hawaii, as agent for City and County of Honolulu, a municipal corporation of the State of Hawaii, as secured party, against Gentry-Alaneo, a Hawaii Limited Partnership, as debtor.

If the Developer defaults under the Regulatory Agreement, or if either of the mortgagors default under the Mortgages, the Assignment or the Financing Statement described above, or if the Developer defaults under any future mortgage given by the Developer prior to conveying the apartment to a buyer, the buyer's interest could be terminated. In that event, the buyer's deposit would be returned as set forth in the buyer's Sales Contract.

EXHIBIT I

CONSTRUCTION WARRANTIES

Paragraphs 7 and 8 of the Deposit Receipt and Sales Contract used in connection with the Project provide as follows:

7. APARTMENT BEING SOLD "AS IS" WITH "ALL FAULTS". **The Apartment and the Project are now being sold in "AS IS" condition with "ALL FAULTS". This means that Seller shall not correct any defects in the Project, the Apartment or anything installed or contained therein. The existence of any defect in the Project, the Apartment or anything installed or contained therein shall not excuse Buyer's obligation to perform all of Buyer's obligations under this Contract.**

8. SELLER'S DISCLAIMER OF WARRANTIES.

(a) No Warranties of Seller. **Buyer understands and agrees that Seller is disclaiming any warranties, either express or implied, including any implied warranties of habitability, merchantability or fitness for a particular purpose, with respect to the Project, the Apartment or anything installed or contained therein. Each apartment will be deemed to be sold "AS IS" with "ALL FAULTS". Without limiting the generality of the foregoing, Seller will not be liable to Buyer for any construction or other defects (including any latent or hidden defects in the Project, the Apartment or anything installed or contained therein) or for any other aspects of the Project, the Apartment or anything installed or contained therein. This means that Buyer will not have the right to file any lawsuit for damages against Seller for any defects or other matters later discovered by Buyer. Buyer should have the Apartment and the Project inspected to Buyer's satisfaction.**

(b) Hazardous Materials and Condition of Project. **Seller has made no independent investigation as to asbestos or other hazardous substances in the apartments or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under, or for the purposes of hazardous materials laws. Buyer acknowledges that in light of the ages of the buildings in the Project, there may be asbestos or other**

hazardous substances in the apartments, or in, under or around the Project. Because of the possible presence of asbestos and other hazardous substances, Buyer and the Association should have the apartments and the Project inspected to determine the extent of such contamination and any necessary remedial action. Seller will not correct any defects in the apartments or in the Project or anything installed or contained therein and Buyer expressly releases Seller from any liability to Buyer if any hazardous materials are discovered.

THIS EXHIBIT CONTAINS EXCERPTS OF PROVISIONS CONTAINED IN THE DEPOSIT RECEIPT AND SALES CONTRACT RESPECTING CONSTRUCTION WARRANTIES. PROSPECTIVE OWNERS SHOULD READ AND UNDERSTAND ALL OF THE PROVISIONS CONTAINED IN THE AFORESAID DOCUMENT RELATING TO SUCH WARRANTIES.

EXHIBIT J

SUMMARY OF PERTINENT
PROVISIONS OF SALES CONTRACT

Developer has filed a specimen Deposit Receipt and Sales Contract with the Hawaii Real Estate Commission, which contains certain pertinent provisions summarized as follows:

5. SELLER'S CANCELLATION RIGHTS. In addition to any other rights of cancellation reserved to Seller, if (a) Buyer's deposit check is returned for insufficient funds or (b) Seller is unable to sell at least fifty percent (50%) of the apartments in the Project before the date stated in the contract, Seller reserves the right to return Buyer's check or payments, without interest and less the processing and cancellation fee imposed by Escrow Agent and any other actual expenses incurred by reason of Buyer's execution of the contract. Until then the contract remains in full force and effect.

6. CONDOMINIUM DOCUMENTS. Buyer has examined or waives such examination and approves the form of the Apartment Deed, Declaration, By-Laws, Seller's Disclosure Abstract, Rules and Regulations, Condominium Escrow Agreement, License, Final Public Report, Condominium Map, and any amendments to such documents or plan. The Condominium Map is intended to show only the layout, location, apartment numbers and dimensions of the apartments and are not intended to be any other representation or warranty.

The purchase price for the Apartment includes (i) maintenance fees for a period of two (2) months, which amount shall constitute a non-refundable start-up fee to be transferred to the Association for use in paying the initial operating costs of the Project, and (ii) maintenance fees for a period of two (2) months, which amount shall constitute a contribution to the maintenance fund for the Project pursuant to the Declaration. Seller will pay the foregoing amounts on Buyer's behalf out of the purchase price for the Apartment, on the Closing Date, and Seller shall have no further obligations to Buyer or the Association with respect to the Project.

17. BUYER'S RIGHT TO RESCIND. Notwithstanding anything contained in paragraph 16:

(a) Except for any changes made pursuant to the terms of the Declaration, if there is a material change in the Project which directly, substantially and adversely affects the use or value of (1) Buyer's Apartment or (2) those amenities of the Project available for Buyer's use, Buyer shall have the right to rescind the sale and to receive a refund of any monies paid.

(b) Buyer's right of rescission under subparagraph (a) above shall be waived upon (1) delivery to Buyer of a disclosure document which describes the material change and

contains a provision for Buyer's written approval of such change, and (2) Buyer's written approval of the material change, or the lapse of ninety (90) days since Buyer has accepted the Apartment, or the occupancy of the Apartment by Buyer; provided, if Buyer does not rescind the contract or execute and return the written approval or acceptance of such change within thirty (30) days from the date of delivery of such disclosure document, Buyer shall be deemed to have approved such change; provided, further, that the deemed approval shall be effective only if at the time of delivery of the disclosure document, Buyer is notified in writing of the fact that Buyer will be deemed to have approved the change upon Buyer's failure to act within the thirty (30) day period; provided, further, that if, prior to delivery of such disclosure document, ninety (90) days have lapsed since Buyer has accepted the Apartment, or Buyer has occupied the Apartment, then Buyer's right of rescission shall not be waived unless Buyer approves such change within thirty (30) days from the date of delivery of such disclosure document; otherwise Buyer is deemed to have approved such change.

18. DEFAULT.

(a) Time is of the essence of the contract, and if Buyer shall default in any payment when required or fail to perform any other obligations required of Buyer and shall fail to cure such default within ten (10) days after receipt of written notice thereof from Seller, Seller may, at Seller's option, terminate the contract by written notice to Buyer. In the event of such default, the parties hereto understand and agree that in view of the various reasons specified in the sales contract, the injury to Seller will be uncertain as to nature and amount and difficult to ascertain. As a reasonable estimate of Seller's damages resulting from such default, the parties agree that the sums paid by Buyer prior to such default shall belong to Seller as liquidated damages. In addition, Buyer shall pay all fees for the preparation of documents in connection with Buyer's proposed purchase of the Apartment. Seller may also pursue any other remedy at law or in equity for specific performance, damages, and all costs, including attorneys' fees, incurred by reason of default by Buyer shall be borne by Buyer.

(b) If Seller shall default in the performance of any obligation required of Seller hereunder, Buyer shall be entitled to specific performance of the contract or Buyer shall have the right to cancel the contract. In the event of such cancellation, Seller shall repay to Buyer all sums paid by Buyer to Seller or Escrow Agent, and, in addition, Seller shall pay Buyer ONE HUNDRED AND NO/100 DOLLARS ($100.00) as liquidated damages for Seller's default. Buyer expressly waives any right or remedy against Seller.

20. PRE-PAID ITEMS. Buyer acknowledges that Buyer will be required to prepay: (a) real property taxes for a period of up to six (6) months, and (b) insurance premiums to the extent required by any first mortgage lender. Real property taxes,

insurance and maintenance expenses shall be prorated as of the Closing Date or the date of actual possession, whichever sooner occurs.

21. SUBORDINATION. Buyer acknowledges that the Project is currently encumbered by two (2) mortgages in favor of Bank of Hawaii ("Lender"). Buyer consents to Seller's assignment by way of security of Seller's interests in this Contract and Buyer's escrow deposits to Lender and agrees that in the event of passage of Seller's interests therein to Lender, Buyer shall attorn to and recognize Lender or its successor in interest as the Seller hereunder, with all of the rights of the Seller hereunder, as if Lender were the original Seller hereunder.

THIS EXHIBIT CONTAINS ONLY SUMMARIES OF CERTAIN PERTINENT PROVISIONS CONTAINED IN THE DEPOSIT RECEIPT AND SALES CONTRACT. PROSPECTIVE OWNERS SHOULD READ AND UNDERSTAND ALL OF THE PROVISIONS IN THEIR ENTIRETY CONTAINED IN THE AFORESAID DOCUMENT.

EXHIBIT K

SUMMARY OF PERTINENT PROVISIONS OF ESCROW AGREEMENT

The Escrow Agreement dated November 1, 1996 (the "Escrow Agreement"), executed by and between Fidelity National Title Insurance Company, as Escrow, and Gentry-Alaneo, as Seller, provides in part as follows:

2.2 Escrow will collect from each buyer at the time(s) set forth in the Sales Contract all payments due thereunder, and the costs and fees to be paid by buyer at closing. Escrow will also collect any fees and documents required by buyer's lender.

2.3(c) No disbursement of a buyer's funds held by Escrow will be made unless and until the deed conveying title to the apartment to buyer has been recorded.

2.4 A buyer will be entitled to a return of his funds and Escrow will pay such funds to buyer, in accordance with the provisions of the Sales Contract.

4.2 Escrow will close each sale only if the required money has been paid to Escrow, all necessary documents can be recorded, including all mortgages and releases.

4.4 Escrow will be paid a fee of $325.00 for each sale closed. Escrow will also arrange for a title insurance policy to be issued to each buyer for $325.00. An additional fee of $50.00 will be charged for certain lenders. Escrow's cancellation fee is at least $25.00.

THIS EXHIBIT CONTAINS ONLY A BRIEF SUMMARY OF THE PROVISIONS CONTAINED IN THE ESCROW AGREEMENT. PROSPECTIVE BUYERS SHOULD READ AND UNDERSTAND ALL OF THE PROVISIONS CONTAINED IN THE AGREEMENT.