

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer: Gordon L. Sanchez, Doreen L. Sanchez-Rego, Robin D. Sanchez
Address: P. O. Box 3212, Lihue, Hawaii 96766

Project Name(*): SANCHEZ FARMS CONDOMINIUM
Address: 961 Kamalu Road, South Oloheha, Kawaihau, Kauai, Hawaii

Registration No. 3700

Effective date: November 3, 1999

Expiration date: December 3, 2000

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, in 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.

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

- No prior reports have been issued.
This report supersedes all prior public reports.
This report must be read together with

X SUPPLEMENTARY: (pink) This report updates information contained in the:
Preliminary Public Report dated:
Final Public Report dated: January 12, 1999
Supplementary Public Report dated:

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

(* Exactly as named in the Declaration

FORM: RECO-30 286/986/189/892/0197/1098

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.

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:

1. The right to a Guest House has been assigned to Unit 1 pursuant to the Second Amendment to Declaration of Condominium Property Regime of Sanchez Farms Condominium, recorded as Document No. 99-126251.

2. The property address of the Condominium Project has been corrected on page 1 and 9 of the Public Report.

**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. 96-167050
Book _____ Page _____
 Filed - Land Court: Document No. _____

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]: First Amendment to Declaration of Condominium Property Regime of Sanchez Farms Condominium dated December 11, 1998, and recorded as Document No. 98-188798; Second Amendment to Declaration of Condominium Property Regime of Sanchez Farms Condominium dated July 29, 1999, and recorded as Document No. 99-126251.

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. 2493
 Filed - Land Court Condo Map No. _____

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

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

The Bylaws for this condominium are:

Proposed
 Recorded - Bureau of Conveyances: Document No. 96-167051
Book _____ Page _____
 Filed - Land Court: Document No. _____

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

[] 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: 961 Kamalu Road Tax Map Key: (TMK): (4) 4-4-02:87
South Olohena, Kawaihau, Kauai, Hawaii

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

Land Area: 9.419 [] square feet [X] acre(s) Zoning: LUC - Ag; County - Ag

2. **Rights Under the Sales Contract:** Before signing the sales contract, prospective buyers should ask to see and carefully review all the 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, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules, if any.
 - E) Condominium Map, as amended.
 - 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. 3700 filed with the Real Estate Commission on February 18, 1997.

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

YELLOW paper stock WHITE paper stock PINK paper stock

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.

GORDON L. SANCHEZ, DOREEN L. SANCHEZ-REGO, ROBIN D. SANCHEZ
Name of Developer

<u><i>Gordon L. Sanchez</i></u> GORDON L. SANCHEZ	<u>07/29/99</u> Date
<u><i>Doreen L. Sanchez-Rego</i></u> DOREEN L. SANCHEZ-REGO	<u>07/29/99</u> Date
<u><i>Robin D. Sanchez</i></u> ROBIN D. SANCHEZ	<u>07/29/99</u> Date

Distribution:

Department of Finance, County of Kauai
Planning Department, County of Kauai

EXHIBIT "A"

DESCRIPTION OF APARTMENTS AND BUILDINGS:

The Project contains eight (8) buildings, each of which is described herein and shown on the Condominium Map.

Unit 1, located as shown on the Condominium Map is a guest cottage with a living area of 470 square feet. Unit 1 is constructed primarily of wood with a concrete footing foundation and contains one bedroom, a living room, kitchen, and bathroom.

Unit 2, located as shown on the Condominium Map is a workshop with a net area of 470 square feet. Unit 2 is constructed primarily of wood with a concrete footing foundation.

Unit 3, located as shown on the Condominium Map, consists of one single family residential dwelling unit. Unit 3 is constructed primarily of wood with a concrete footing foundation with a net living area of 1,869 square feet, and contains 4 bedrooms, a utility room, a dining room, living room, kitchen, 2-1/2 bathrooms, lanai areas of 280 square feet, a storage area of 52 square feet, a carport of 440 square feet, for a total area of 2,641 square feet.

Unit 4, located as shown on the Condominium Map, is an agricultural storage shed, with a net area of 80 square feet. It is constructed of wood, has a metal roof, and has a concrete footing foundation.

Unit 5, located as shown on the Condominium Map, is an agricultural storage shed, with a net area of 80 square feet. It is constructed of wood, has a metal roof, and has a concrete footing foundation.

Unit 6, located as shown on the Condominium Map, is an agricultural storage shed, with a net area of 80 square feet. It is constructed of wood, has a metal roof, and has a concrete footing foundation.

Unit 7, located as shown on the Condominium Map, is composed of a storage shed with a net area of 198 square feet and a separate greenhouse with a net area of 800 square feet. The storage shed is constructed primarily of wood, with concrete footing foundations, open sides, a dirt floor, with a metal roof. The greenhouse is constructed of a wood and metal pipe frame, covered with nylon netting, and a dirt floor.

USES:

The property is presently located within the State Land Use Commission ("SLUC") Agricultural District and within the County of Kauai Comprehensive Zoning Ordinance ("CZO") Agriculture District. As such, the entire property is only entitled to a residential density of three (3) single-family dwelling units (also referred to as "Farm Dwelling") and one "Guest House". The term "Farm Dwelling" shall have the same meaning as contained in the SLUC Rules and Regulations, as amended from time to time, and the term "Guest House" shall have the same meaning as contained in the CZO, as amended from time to time. As long as the property is restricted to a residential density of three (3) Farm Dwellings and One Guest House, Units 1, 3 and 7 shall be entitled to have constructed within their Limited Common Element one (1) Farm Dwelling each, and Unit 1 shall be entitled to have constructed within its Limited Common Element one (1) Guest House. Units 4, 5 and 6 shall not be entitled to have constructed within their Limited Common Elements a Farm Dwelling or a Guest House, but may have constructed thereon any other building or structure permitted by the SLUC or under the CZO. If additional residential density becomes allowable on the property, then such additional density shall be allocated to the remaining Units in the following order: first, to Unit 4; second, to Unit 5; and third, to Unit 6.

LOCATION AND NUMBERING OF APARTMENTS:

All apartments are identified by a one number digit from 1 through 7. The apartments consist of eight (8) separate structures shown as Units 1 through 7 on the Condominium Map.

COMMON ELEMENTS:

The common elements will include the land described in Exhibit "A" in fee simple, the limited common elements described herein, and all other portions of the project, and all common elements mentioned in the Condominium Property Act which are actually constructed on the Land herein described. The common elements shall include, but are not limited to:

1. Said land in fee simple;
2. All yards, grounds, landscaping, refuse facilities, sewage treatment facilities, walkways, sidewalks, pathways, driveways, and roads within the Project, which are used by more than one apartment.
3. All facilities and installations for power, light, water, sewer, gas and telephone and all pipes, plumbing, wires, conduits, or other utility or service lines which are utilized by or serve more than one apartment.

4. All other portions of the Project and improvements not specifically heretofore designated as apartments, but which are intended for common use and all other devices and installations existing for or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Property Regime.

LIMITED COMMON ELEMENTS:

1. Certain parts of the common elements, herein called and designated "Limited Common Elements", are hereby designated and set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The Limited Common Elements are described as follows:

Unit 1: The land area under and surrounding Unit 1, consisting of approximately 1.199 acres, as designated on the Condominium Map, is reserved for the exclusive use of Unit 1 for the support of the building and other improvements comprising Unit 1, and for the yard, driveway purposes and parking.

Unit 2: The land area under and surrounding Unit 2, consisting of approximately 0.589 acre, as designated on the Condominium Map, is reserved for the exclusive use of Unit 2 for the support of the building and other improvements comprising Unit 2, and for the yard, driveway purposes and parking.

Unit 3: The land area under and surrounding Unit 3, consisting of approximately 1.000 acre, as designated on the Condominium Map, is reserved for the exclusive use of Unit 3 for the support of the building and other improvements comprising Unit 3, and for the yard, driveway purposes and parking.

Unit 4: The land area under and surrounding Unit 4, consisting of approximately 0.926 acre, as designated on the Condominium Map, is reserved for the exclusive use of Unit 4 for the support of the building and other improvements comprising Unit 4, and for the yard, driveway purposes and parking.

Unit 5: The land area under and surrounding Unit 5, consisting of approximately 0.926 acre, as designated on the Condominium Map, is reserved for the exclusive use of Unit 5 for the support of the building and other improvements comprising Unit 5, and for the yard, driveway purposes and parking.

Unit 6: The land area under and surrounding Unit 6, consisting of approximately 0.948 acre, as designated on the Condominium Map, is reserved for the exclusive use of Unit 6 for the support of the building and other improvements comprising Unit 6, and for the yard, driveway purposes and parking.

Unit 7: The land area under and surrounding Unit 7, consisting of approximately 2.713 acres, as designated on the Condominium Map, is reserved for the exclusive use of Unit 7 for the support of the building and other improvements comprising Unit 7, and for the yard, driveway purposes and parking.

2. Any entrance, exit, gateway, entry, patio, yard, driveway, or steps which would normally be used only for the purpose of ingress to and egress from a specific apartment shall be limited common element appurtenant to and reserved for the exclusive use of such apartment.

3. The limited common elements appurtenant to Units 1, 2, 3, 5 and 6 shall be subject to easements for access and utility purposes as shown on the Condominium Map and as described in the Declaration of Easements attached hereto as Exhibit "I".

EXHIBIT "B"

Paragraph L. of the Declaration provides that:

1. Each unit owner shall have the right at his sole option at any time and from time to time, as hereinafter set forth, without the consent and/or approval of the owner of any other unit or any other persons or entity, to improve, renovate, remodel, make additions to, enlarge, remove, replace, alter or restore the improvements to or in his unit or portions thereof or upon the limited common element appurtenant to his unit (collectively, the foregoing are referred to as "alterations"). Each unit owner shall have the right without the consent or joinder of any other person to amend this declaration and the Condominium Map to accomplish any such alterations. If required by the Act, promptly upon completion of such alterations the owner of the altered unit shall duly record such amendment to this declaration in the Bureau of Conveyances, together with a complete set of the floor plans of such unit as so altered, certified by a registered architect or professional engineer to fully and accurately depict the altered portions of the property as built. All existing unit owners and all future unit owners and their mortgagees, by accepting an interest in a unit, consent to all such alterations and agree to give and shall be deemed to have given the owner of the altered unit a power of attorney to execute an amendment to the declaration solely for the purpose of describing the alterations to such unit in the declaration. This power of attorney shall be deemed coupled with each owner's interest in his unit (including his common interest) and shall be irrevocable.

2. Pursuant to Chapter 205, Hawaii Revised Statutes, each unit owner is required to enter into an agreement with the County of Kauai certifying that any farm dwelling constructed on such unit will be used in connection with a farm or with agricultural activity that provides income to the family occupying the farm dwelling. After construction of the first farm dwelling within the Project and prior to the issuance of farm dwelling agreements and corresponding building permits for subsequent farm dwellings within the Project, the Planning Department of the County of Kauai will confirm, after conducting an on-site inspection, whether agricultural activities are being conducted on the Project in accordance with Chapter 205 of the Hawaii Revised Statutes. Each unit owner in the Project, therefore, shall bear an equal burden proportionate to the unit owner's respective appurtenant interest in the common area, for the cost of maintaining agricultural activities on the Project that are satisfactory to the Planning Department of the County of Kauai and that will allow the issuance of a Farm Dwelling Agreement and corresponding building permit to all of the units within the Project. Any assessment that may be necessary to maintain agricultural activities pursuant to this paragraph may be imposed upon each unit in accordance with the Bylaws as a common expense of the association in connection with the operation of the Project.

3. Any alteration of the plans of a unit pursuant to this paragraph L shall be subject to the following conditions:

(a) All building plans for any such alterations shall conform with County building or zoning laws and other applicable County ordinances.

(b) Such alterations may decrease or increase the size of the affected unit, provided that no alteration shall extend or place the unit outside of the limits of the yard appurtenant to such unit.

(c) All such alterations shall be at the sole expense of the unit owner making the change and shall be made within one (1) year of the commencement thereof and in a manner that will not unreasonably interfere with the other unit owner's use of his unit or yard.

(d) The owner of the altered unit shall have the right to utilize, relocate and realign existing and/or future additional, central and appurtenant installations for services to the unit affected by such alteration for electricity, sewer and other utilities and services and when applicable, to add, delete, relocate, realign, designate and grant easements and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any interruption in the service of such utilities to any other part of the project, nor shall it unreasonably interfere with the other unit owner's use or enjoyment of his unit or yard.

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

4. Under current laws, the Project is entitled to construct three (3) Farm Dwellings. The right to construct one (1) Farm Dwelling each is reserved to the owners of Units 1, 3 and 7 respectfully, as provided in in the Declaration of Condominium Property Regime of Sanchez Farms Condominium, as amended. Said right may be assigned by the owner of Unit 1, 3 or 7 to any other unit owner within the Project at any time.

5. Under current laws, the Project is entitled to construct one (1) guest house. The right to construct said guest house is reserved to the owner of Unit 1, as provided in the Declaration of Condominium Property Regime of Sanchez Farms Condominium, as amended. Said right may be assigned by the owner of Unit 1 to any other unit owner within the Project at any time.

***SPECIAL NOTATION:** When applying for zoning permits with the Planning Department of the County of Kauai, 75% of the owners of the project must sign

the permit forms. This requirement is binding on all purchasers as well as future assignees.

The issuance of an effective date for the Condominium Public Report should not be construed to mean that all County Codes and Ordinances have been complied with and all subsequent development and use shall comply with applicable County Codes and Ordinances.

Additionally, the creation of the Condominium Property Regime does not mean that the land has met the subdivision requirements of the County. As such, certain facilities/improvements normally associated with County approved subdivisions may not be necessarily provided for.

EXHIBIT "D"

ENCUMBRANCES AGAINST TITLE

1. Any taxes that may be due and owing and tax liens that may exist, refer to Director of Finance, Couty of Kauai.
2. That should any of the owners desire to sell their interest in the subject property, they shall first offer the same to the other owners of the subject property for purchase at the same price and terms as is offered to the selling owner by a third party in a bona fide offer. The said offer to the other owners shall be in writing and the other owners shall have thirty (30) days to elect to purchase the selling owner's interest. If the other owners of the subject property refuse to purchase the selling owner's share at such terms and price, the selling owner shall thereupon offer in writing said share for purchase by any of the lineal descendants of Manuel Sanchez and Bertha Gomez Sanchez upon the same price and terms. If all of the lineal descendants of Manuel Sanchez and Bertha Gomez Sanchez refuse to accept the offer within thirty days, then the selling owner shall be free to sell his or her interest in the subject property to a third party upon the offered terms and price. Any new or different offer by the same or another third party to a selling owner shall be subject to the foregoing rights of the other owners and/or the lineal descendants of Manuel Sanchez and Bertha Gomez Sanchez to first purchase the interest. PROVIDED, however, that this restriction on the land shall automatically terminate and be extinguished upon the reclassification to "Urban" by the Land Use Commission of the State of Hawaii and the rezoning to "residential" by the County of Kauai.
3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Land Patent Grant 13,062 dated April 3, 1956. The foregoing includes, but is not limited to, matters relating to (A) all water rights and (B) all mineral reservations.
4. A 15 Foot Road Widening Setback Line along Kamalu Road, as per survey by Calvin L. K. Ching, Registered Professional Land Surveyor No. 1415-ES, dated September 10, 1973, as delineated on map attached to that certain Affidavit dated April 10, 1974, recorded on April 15, 1974, in Liber 9835 at Page 328.
5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain Farm Dwelling Agreement dated April 13, 1993, recorded as Document No. 93-074338.
6. Grant to Citizens Utilities Company, a Delaware corporation, and GTE Hawaiian Telephone Company Incorporated, a Hawaii corporation, dated May 24, 1993, recorded as Document No. 93-148393, granting a perpetual right and easement to build, construct,

reconstruct, rebuild, etc., underground lines, and to use such poles, wires, guys, anchors, conduits and other appliances and equipment as may be necessary for the transmission and distribution of electricity.

7. The effects, if any, of that certain Warranty Deed dated May 25, 1994, recorded as Document No. 94-132823, made by Gordon L. Sanchez, husband of Sandra Sanchez, "Grantor", and Doreen L. Sanchez-Rego, wife of Louis Rego, "Grantee".
8. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain Farm Dwelling Agreement dated February 12, 1996, and recorded as Document No. 96-021599.
9. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain Declaration of Easements dated November 19, 1996, and recorded as Document No. 96-167049. The foregoing includes, but is not limited to, matters relating to designation of Easements "A" through "F" within the units of "Sanchez Farms Condominium."
10. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain Declaration of Condominium Property Regime of Sanchez Farms Condominium, dated November 19, 1996, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 96-167050, and Condominium Map No. 2493 and any amendments thereto.

Said Declaration was amended by First Amendment to Declaration of Condominium Property Regime of Sanchez Farms Condominium dated December 11, 1998, and recorded in said Bureau as Document No. 98-188798, and further amended by Second Amendment to Declaration of Condominium Property Regime of Sanchez Farms Condominium dated July 29, 1999, and recorded as Document No. 99-126251.

11. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain Bylaws of the Association of Unit Owners of Sanchez Farms Condominium, dated November 19, 1996, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 96-167051.