CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer CASTLE & COOKE HOMES HAWAII, INC.
Address 650 Iwilei Road, Honolulu, Hawaii 96817

Project Name(*): HAVENS OF 'I'I VISTAS - PHASE II
Address: 95-1047, 95-1051, 95-1053, 95-1057 and 95-1059
Koolani Drive, Mililani Town, Hawaii 96789

Registration No. 3852

Effective date: June 3, 1998
Expiration date: March 27, 1999

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.

____ 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: ____
[X] Final Public Report dated: February 27, 1998
[ ] Supplementary Public Report dated: ____

And [ ] Supersedes all prior public reports.
[X] Must be read together with Final Public Report dated February 27, 1998
[ ] This report reactivates the ____
public report(s) which expired on ____

(*) Exactly as named in the Declaration

FORM: RECO-30 286/986/189/1190/892/0197

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[X] Required and attached to this report as Exhibit H

[ ] 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.

[X] Changes made are as follows:

1. The Developer has made a new disclosure to purchasers about the use of Masonite Hardboard Siding on the buildings in the Project. New pages 20 and 20a are included in this Supplementary Public Report to replace pages 20, 20a and 20b that are included in the Final Public Report.

2. An updated list of the officers of the Developer is disclosed on page 5a of this report.

SPECIAL NOTE

This is an ABBREVIATED Supplementary Public Report. This Supplementary Public Report contains only pages 1, 2, 5a, 19, 20, 20a, and 21. THIS ABBREVIATED SUPPLEMENTARY PUBLIC REPORT MUST BE READ TOGETHER WITH THE FINAL PUBLIC REPORT DATED FEBRUARY 27, 1998.

SPECIAL ATTENTION

The Developer has disclosed the following:

1. This is a CONDOMINIUM PROJECT, not a subdivision. It does not involve the sale of individual subdivided lots.

2. This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable City and County codes, ordinances and subdivision requirements have been complied with.

3. The apartments in the Project have certain owner-occupancy requirements and certain restrictions on use and transfer after the purchase. Buyers of apartments in this Project should be aware of such restrictions in the Apartment Deed, which are more particularly described in Section 10 of Exhibit I (Summary of Sales Agreement) of this Public Report and in the "Specimen Apartment Deed" filed at the Developer's Sales Office.

4. Except for "Permitted Transfers" (as defined in the Apartment Deed), Buyers may not "Transfer" (as defined in the Apartment Deed) the apartments during a certain specified period.

THE PROSPECTIVE BUYER IS CAUTIONED TO CAREFULLY REVIEW THIS PUBLIC REPORT, THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT, AND THE DOCUMENTS FILED AT THE DEVELOPER'S SALES OFFICE IN CONNECTION WITH THE PROJECT, FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

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

Wallace Miyahira	Chief Executive Officer and President
Kevin R. Shaney	Senior Vice President and Secretary
Edward C. Roohan	Senior Vice President, Treasurer and Assistant Secretary
Beverly Garcia	Senior Vice President, Controller and Assistant Secretary
Harry A. Saunders	Senior Vice President and General Manager
Richard K. Mirikitani	Vice President and Assistant Secretary
Michael Y. W. Lum	Vice President-Project Management/Design
Roland R. Kim	Vice President-Acquisitions
Alan K. Arakawa	Vice President-Construction and Engineering
Rosalinda Oasay	Assistant Treasurer

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, 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 Mililani Town Covenants; Declaration of Merger of Condominium Phases

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

This Public Report is a part of Registration No. 3852 filed with the Real Estate Commission on December 23, 1997.

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

[ ] YELLOW paper stock [ ] WHITE paper stock [X] PINK paper stock

C. ADDITIONAL INFORMATION NOT COVERED ABOVE

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

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

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

Except as hereinabove expressly provided to the contrary, all maintenance, repairs and replacements to the common elements, whether located inside or outside of the apartments, shall be made by the Board and be charged to all the owners as a common expense or a limited common expense; provided, however, that any such maintenance, repair or replacement necessitated by the negligence, misuse or neglect of an apartment owner or occupant or any person under either of them, shall be charged to such apartment owner or the apartment owner of the apartment of such occupant, as a special assessment constituting a lien against his interest in his apartment which may be foreclosed by the Board or Managing Agent in the same manner as provided in the Condominium Property Act for unpaid common expenses.

3. LANDSCAPING OF YARD AREA. Each owner shall landscape the Yard Area assigned to his apartment, if any, within ninety (90) days after the closing of the purchase of the apartment (unless the Yard Area has already been completely landscaped). Before commencing any Yard Area landscaping, each owner shall submit to the Board of Directors a landscape plan (which shall include, without limitation, the location of any proposed lanais, patios, paved surfaces or wood decks within the Yard Area and a proposed plant list) for the Board's review and written approval, which approval shall not be unreasonably withheld or delayed. Prior to the installation of any lanai, patio, paved surface or wood deck within a Yard Area, an owner shall arrange for termite treatment of the area under such lanai, patio, paved surface or wood deck.

4. MEDIATION/ARBITRATION OF CERTAIN DISPUTES INVOLVING THE DEVELOPER OR DEVELOPMENT TEAM MEMBERS. The Declaration of Condominium Property Regime provides that if any dispute or claim arises in connection with the design, development, construction, sale, marketing, financing, warranties, or any other activity or matter relating to the Project, between one or more apartment owners and/or the Association, on the one hand, and the Developer, on the other hand (a "Dispute"), and the parties to such Dispute are unable to resolve the Dispute through negotiation, the apartment owner(s), the Association and the Developer will attempt in good faith to settle such Dispute by non-binding mediation conducted in Honolulu, Hawaii. The mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association ("AAA") except as may be inconsistent with this section; provided, however, that the parties may agree on the selection of a single mediator instead of having a mediator appointed by AAA, and the parties may agree to use a recognized mediation service other than AAA. The costs for the mediator shall be shared equally by the parties, and each party shall be responsible to pay all other fees and costs, including attorneys' fees, that it incurs in connection with the mediation. At the Developer's option, the mediation shall include any of Developer's agents, architects, consultants, engineers, contractors, subcontractors, suppliers, representatives or other third parties (the "Other ADR Parties") as parties.

If the parties are unable to resolve the Dispute through mediation as provided in the preceding section within 30 calendar days after either party's written request to the other to commence the mediation process, then such Dispute shall be decided in Honolulu, Hawaii, by neutral binding arbitration. The arbitration shall be conducted before a single arbitrator acting under the Commercial Arbitration Rules of the AAA, except as may be inconsistent with this section; provided, however, that the parties may agree on the selection of a single arbitrator instead of having an arbitrator appointed by AAA, and the parties may agree to use a recognized arbitration service other than AAA. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction thereof in accordance with Chapter 658 of the Hawaii Revised Statutes. The costs for such arbitrator shall be shared equally by the parties, and each party shall be responsible to pay all other fees and costs, including attorneys' fees, that it incurs in connection with the arbitration. No punitive damages shall be awarded in any Dispute involving an apartment owner, the Association, the Developer or any Other ADR Parties. At Developer's option, the arbitration shall include any of the Other ADR Parties as parties.

5. MASONITE HARDBOARD SIDING. The buildings in the Project contain Masonite Hardboard Siding. In 1994, homeowners filed a class action lawsuit against Masonite Corp. ("Masonite") and others in the Circuit Court of Mobile County, State of Alabama. This lawsuit was initiated on behalf of all individuals or entities owning property in the United States on which Masonite Hardboard Siding has been incorporated and installed from January 1, 1980 to January 15, 1998. The class action lawsuit alleged that there were problems with the Masonite Hardboard Siding and Masonite disputed the allegations. On January 18, 1998, the Circuit Court of Mobile County, State of Alabama, approved a settlement between Plaintiffs and Defendants, including Masonite, in this class action. The Court specifically noted that the settlement was a compromise of disputed claims and is not to be taken as an indication of liability or that damages have been, or would be, found against Masonite if the action proceeded. The settlement does not automatically require the replacement of all Masonite Hardboard Siding and, in order for any class member to recover, that class member must have actually sustained compensable damage as set forth in the settlement. Seller has received complaints from some homebuyers about Masonite Hardboard Siding. These complaints only involve a minority of homes on which Masonite Hardboard Siding has been installed and it is not known whether these complaints are related to the problems alleged in the class action. Additional information regarding this matter is available at the Seller's sales office.

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.

CASTLE & COOKE HOMES HAWAII, INC.
Name of Developer

By: Michael Y. W. Lum
Duly Authorized Signatory

MAY 29 1998
Date

Michael Y. W. Lum
Vice President/Project Management & Design
Print Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu