CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by: Developer Kenneth Masaji Kudo
Address P.O. Box 1214 Pahoa, Hawaii 96778

Project Name (*) : INA
Address: 15-2690 Ina Street Pahoa, Hawaii 96778

Registration No. 3984 (CONVERSION)

Effective date: September 25, 1998
Expiration date: October 25, 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.

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

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

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

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

[x] No prior report: have been issued by the developer.

[ ] changes made are as follows:

SPECIAL NOTICE:

THERE ARE COUNTY RESTRICTIONS ON THE NUMBER OF RESIDENTIAL DWELLING UNITS, OR OTHER STRUCTURES, WHICH MAY BE BUILT UPON THE PROPERTY. THEREFORE UNLESS THE PURCHASER IS PURCHASING AN EXISTING RESIDENTIAL DWELLING, THERE IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO BUILD A RESIDENTIAL DWELLING UNIT ON THE PROPERTY. THERE IS ALSO NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL STRUCTURE TO A RESIDENTIAL USE. THE PURCHASER SHOULD CONSULT WITH THE APPROPRIATE COUNTY AGENCIES TO DETERMINE WHETHER THE PURCHASER MAY BUILD A RESIDENTIAL DWELLING UNIT, OR ANY OTHER TYPE OF STRUCTURE, UPON THE PROPERTY.

1. This Public Report does not constitute an approval of the project nor that all County codes, ordinances and subdivision requirements have been complied with. Subsequent development and use shall comply with all applicable County Codes and ordinances.

2. This project does not involve the sale of individual subdivided lots. Dotted lines within the interior boundaries of the lot as they appear on the Condominium Map denote the areas designated as limited common elements and do not indicate subdivided lots.

3. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emerging traffic, drainage facilities, etc., may not necessarily be provided for, and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

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 Content,	3
General Information on Condominiums	4
Operation of the Condominium Project	4
I. PERSONS CONNECTED WTTH THE PROJECT	5
Developer / Attorney for Developer / General Contractor	
Real Estate Broker / Escrow Company / Condominium Managing Agent	
II. CREATION OF THE CONDOMINIUM; CONDOMINUM 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
K. 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. Buyers Right to Cancel Sales Contract	18
C. Additional Information Not Covered Above	20
D. Signature of Developer	21

EXHIBIT A: Common Elements & Limited Common Elements
EXHIBIT B: Encumbrances Against Title
EXHIBIT C: Summary of Escrow Agreement
EXHIBIT D: Sales Contract (DROA) Summary
EXHIBIT E: Disclosure Abstract

General Information On Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

I. PERSONS CONNECTED WITH THE PROJECT

Developer: Kenneth Masaji Kudo
Name
P.O. Box 1214
Business Address
Pahoa Hawaii 96778

Phone: 808-965-6443
(Business)

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

Real Estate Broker: Developer as owner See Pg 20
Name
Business Address

Phone: 808-965-6443
(Business)

Escrow: Title Guaranty of Hawaii Inc.
Name
450 Kilauea Av.
Business Address
Hilo, Hi. 96720

Phone: 808-935-6638
(Business)

General Contractor: N/A
Name
Business Address

Phone: _____
(Business)

Condominium Managing Agent: Self Managed by the Association
Name
Business Address

Phone: _____
(Business)

Attorney for Developer: None: Public Report Prepared by Developer
Name
Business Address

Phone: _____
(Business)

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

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

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

The Declaration for this condominium is:

[ ] Proposed

[x] Recorded - Bureau of Conveyances: Document No. 98.024482
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]:

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

[x] Recorded - Bureau of Conveyances Condo Map No. 2688

[ ] 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

[x] Recorded- Bureau of Conveyances: Document No 98.024483
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]:

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

The House Rules for this condominium are:

[ ] Proposed [ ] Adopted [x] 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 of change:

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%	100%
Bylaws	65%	65%
House Rules	___	N/A

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

2. Developer:

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

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

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 wilt 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 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 Sub-leaseholds:

[ ] Buyers sublease may be canceled if the master lease between the sublessor and the 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 o foreclosed.

[ ] Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold Sub-leasehold:

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 lessors 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: 15-2690 Ina Street Pahoa, Hawaii 96778 Tax Map Key: (TMK) (3) 01-05-080-056
Lot 12, Block 15 , County of Hawaii, State of Hawaii

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

Land Area: 15,077 [X] square feet [ ] acre(s) Zoning: A-1a

Fee Owner: KENNETH MASAJI KUDO
Name
P.O. Box 1214
Address
Pahoa Hawaii 96778

Lessor: N/A
Name

Address

C. Building and Other Improvements:

1. [ ] New Building(s) [x] Conversion of Existing Building(s) [ ] Both New building(s) and Conversion
2. Number of Buildings: 2 Floors Per Building 1
   [ ] Exhibit _____ contains Further explanations.
3. PRINCIPAL CONSTRUCTION MATERIAL:

   [ ] Concrete [ ] Hollow Tile [x] Wood

   [ ] Other _____

4. Permitted Uses by Zoning:

	No. of Apts	Use permitted By Zoning			No. of Apts	Use Permitted By Zoning	
[x] Residential	1	[x] YES	[ ] NO	[ ] Ohana		[ ] Yes	[ ] No
[ ] Commercial		[ ] YES	[ ] NO	[ ] Industrial		[ ] Yes	[ ] No
[ ] Mix Res/Comm		[ ] YES	[ ] NO	[x] Agriculture	1	[x] Yes	[ ] No
[ ] Hotel		[ ] YES	[ ] NO	[ ] Recreational		[ ] Yes	[ ] No
[ ] Timeshare		[ ] YES	[ ] NO	[ ] Other:		[ ] Yes	[ ] No

Is/Are this/these specifically permitted by the projects Declaration or Bylaws?

[x] 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:

[x] Pets: : Article V Section 5.3 (9) of By-Laws

[ ] Number of Occupants: _____

[ ] Other: _____

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

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

Apt. Type	Quantity	BR/Bath	Net Living area (sf)*	Net Other Area	(Identify)
Unit 1	1	2/1	644	160	Carport
Unit 2	1	3/1	1080	480	Carport

Total Apartments: 2

•Net Living Area is the floor area at 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 "A"

Permitted Alterations to Apartments:

As noted in the Declaration, individual unit owners may, at their sole discretion and at their own expense, remodel, expand or otherwise alter their unit, provided said alterations are done in complete accordance with all applicable ordinances, codes, rules, regulations and other requirements in force at the time of said construction.

7. Parking Stalls:

Total Parking Stalls: 3

	Regular		Compact		Tandem		
	covered	open	covered	open	covered	open	TOTAL
Unit 1	1						
Assigned Unit 2	2						3
Guest							
Unassigned							
Extra for Purchase							
Other:							
Total Covered & Open	3		0		0		3

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

[ ] Commercial parking garage permitted in condominium project

[ ]Exhibit _____contains additional information on parking stalls for this condominium project

8. Recreational and Other Common Facilities:

[x] There are no recreational or common facilities.

[ ]Swimming pool [ ] Storage Area [ ] Recreation Area

[ ] Laundry [ ] Tennis Court [ ] Trash Chute/Enclosure(s)

[ ] Other:_____

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. Mechanic cal. and Electrical Installations
(For conversions of residential apartment in existence for at least five years):

It is the developer's opinion that all of the structure components, mechanic and electrical installations materials for the use and enjoyment of the individual units are sound and in satisfactory working condition. No representation of any kind is made as to the expected useful life of these items.

11. Conformance to Present Zoning Code

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

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

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

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot		X *	

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

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

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

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

1. Common Elements: Common Elements are those parts of the condominium project other all apartment owners, those portions of the common elements which are designated as limited common than the individual apartments. Although the common elements are owned jointly by 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 A.

[ ] as follows:

* The lot is nonconforming in size with respect to the minimum one acre required for the zone district

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 ____A_____
[ ] 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 apartments share of the maintenance fees and other common profits and expenses of the condominium project. It may also be wed for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

[ ] described in Exhibit

[X] As follows:

Each unit and its owner(s) shall have appurtenant thereto a one-half (1/2) fractional interest (50.0 percentage interest) in the common elements of the project, for all purposes including voting, and said interest being referred to as the "common interest".

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 _B_____ describes the encumbrances against the title contained in the title report dated April 28, 1998 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

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

[ ] 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
Mortgage	Buyer's interest may be terminated by Mortgagee, but Buyer shall be entitled to return of the deposit money less escrow cancellation fee.

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:

   All improvements are sold "as is" and there is no implied or expressed warranties of any type other than those which developer expressly states in a contract to sell.

2. Appliances:

   All appliances are sold "as is" and there is no implied or expressed warranties on any type. If any warranty is in effect and can be passed to the new owner, the developer shall do so.

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

The project consist of two units completed: Unit 1 1990 & Unit 2 1991.

H. Project Phases:

The developer [ ] has [x] has not reserved the right to add to, merge, or phase this condominium.
Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

IV. CONDOMINIUM MANAGEMENT

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

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

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

[ ] not affiliated with the Developer [ ] the Developer or the Developer's affiliate.
[x] self-managed by the Association of Apartment Owners [ ] other_____

B. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed your apartment and the apartment 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 __E__contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

• See Page 20

C. Utility Charges for Apartments:

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

[x] None [ ] Electricity (_____Common Elements only _____Common Elements & Apartments)
[ ] Gas (_____Common Elements only _____Common Elements & Apartments}
[ ] Water [ ] Sewer [ ] Television Cable
[ ] Other _____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

[ ] Notice to Owner Occupants

[x] Specimen Sales Contract
Exhibit ___D____ contains a summary of the pertinent provisions of the sales contract

[x] Escrow Agreement dated February 4, 1998 .
Exhibit ___C_____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 he 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 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 issued an effective date by Hawaii Real Estate Commission
   B) Declaration of Condominium Property Regime.
   C) Bylaws of the Association of Apartment Owners.
   D) House Rules. None
   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 Covenants, Conditions & Restrictions as noted in exhibit B.

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 1~107, 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. 3984 filed with the Real Estate Commission on June 24, 1998.

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C. Additional Information Not Covered Above

Maintenance Fees:

All costs of every kind pertaining to each apartment and its respective limited common element, including but not limited to the cost of landscaping, maintenance, repair, replacement and improvement, shall be borne entirely by the respective apartment owner. Section 514-86, Hawaii Revised Statutes, requires the Association of Apartment Owners to purchase fire insurance to cover the improvements of the Project and that premiums be a common expense. The Developer anticipates that the Association will elect to permit individual apartment owners to obtain and maintain separate policies of fire insurance and name the Association as an additional insured. In such case, fire insurance premiums will be the responsibility of individual apartment owners and not common expenses. Mandatory reserves assessment and collection in effect beginning 1994 budget year. Developers disclose that no reserve study was done in accordance with Chapter 514A-83.6, HRS, and replacement reserves rules, Subchapter 6, Title 15, Chapter 107, Hawaii Administration Rules, as amended.

Disclosure re: Selection of Real Estate Broker

This public report shall not bind a purchaser to the sale of any apartment until (1) the Developers first submits to the Real Estate Commission a duly executed disclosure abstract identifying the designated sales agent, and a duly executed copy of a broker listing agreement with a Hawaii-licensed real estate broker, and (2) gives a copy of said disclosure abstract to the purchaser together with a copy of the Public Report.

If the Developer(s), as the owners, choose to represent themselves in the sale of an apartment, said abstract need not be given to the purchaser, as all necessary disclosure are covered in this report.

Farm Dwelling Notice

Chapter 205, HRS does not authorize residential dwellings as a permissible use in the Agricultural District as classified by the State Land Use Commission, unless the dwelling is related to an agricultural activity or is a "farm dwelling."

A "farm dwelling" is defined in section 205-4.5(a)(4) as "a single family dwelling located on and used in conjunction with a farm, including clusters of Single-family farm dwellings permitted within agricultural parks developed by the State, or where agricultural activity provided income to the family occupying the dwelling." However, since the State Land Use designation of this parcel is Urban, compliance with this section is not applicable.

The Hawaii County Code, chapter 25, zoning, section 25-5-77(b), (c) and (1) states the following

(b) One (1) single family dwelling or one (1) farm dwelling shall be permitted on any building site in the A district. A farm dwelling is a single-family dwelling that is located on or used in connection with a farm or if the agricultural activity provides income to the family occupying the dwelling.

(c) Additional farm dwellings may be permitted in the "A" district only upon the following conditions:

(1) A farm dwelling agreement for each additional farm dwelling, on a form prepared by the director, shall be executed between the owner of the building site, any lessee having a lease on the building site with a term exceeding one (1) year from the date of the farm dwelling agreement, and the County. The agreement shall require the dwelling to be used for farm-related purposes.

All property buyers must comply with chapter 25 of the Hawaii County Code.

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 buyer 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.

KENNETH MASAJI KUDO
Name of Developer

By: _____ 8/20/1998
Duly Authorized Signatory Date

KENNETH MASAJI KUDO
(print name & title of person signing above)

Distribution:

Department of Finance, County of Hawaii
Planning Department, County of Hawaii
Federal Housing Administration,

This material can be made available for Individuals with special needs. Please Call the Senior Condominium Specialist at 568-2644 to submit your request.

EXHIBIT "A"

Common Elements & Limited Common Elements

COMMON ELEMENTS

One freehold estate is hereby designated of all the remaining portions of the Project herein referred to as "common elements" including specifically, but not limited to:

(a) The land in fee simple;

(b) The Common Driveway, if any, as shown and designated on the Condominium Map;

(c) All ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, sewage, irrigation and telephone;

(d) Any and all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the Project.

The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof, except as provided in the Condominium Property Act. Any such partition or division shall be subject to the prior consent thereto by the holder(s) of all mortgage(s) of any condominium unit(s) which are filed of record.

LIMITED COMMON ELEMENTS

Certain parts of the common. elements, herein referred to as "limited common elements", are hereby designated and set aside for the exclusive use of one or more units, and such unit(s) shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

(a) That certain land area upon and around which "Unit 1" located, shown and designated on the Condominium Map as "Unit Limited Common Element", and being approximately .110 acre, is deemed a limited common element appurtenant to and for the exclusive use of "Unit 1".

(b) That certain land area upon and around which "Unit 2" located, shown and designated on the Condominium Map as "Unit Limited Common Element", and being approximately .240 acre, is deemed a limited common element appurtenant to and for the exclusive use of "Unit 2".

All cost of every kind pertaining to the aforesaid limited common elements, including , but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne solely by the owner of the unit to which said limited common elements are appurtenant.

"EXHIBIT B"

ENCUMBRANCES AGINIST TITLE

1. Tax Map Key: (3) 01-05-080-056, Island and County of Hawaii. Area Assessed: 15,077 square feet, more or less. For information regarding real property taxes due and owing, reference is made to the County of Hawaii Director of Finance.

2. Possible roll back taxes as may be assessed by the Real Property Tax Office of the Third Tax Division.

3. Title to all mineral and metallic mines reserved to the State of Hawaii.

4. Condominium Map No. 2688 filed in the Bureau of Conveyances State of Hawaii.

5. Covenant, conditions, restrictions, reservations, agreements , obligations, provisions and easements set forth in the Declaration of Condominium Property Regime dated February 4th 1998, filed February 25th 1998, in the Bureau of Conveyances State of Hawaii as Document Number 98.024482.

   NOTE: The units created by the foregoing instrument have not yet been conveyed.

6. Terms and provisions contained in the By-Laws of the Association of Apartment Owners of INA, dated February 4th 1998, filed February 25th 1998, in the Bureau of Conveyances State of Hawaii as Document Number 98.024483

EXHIBIT "C"
Summary of Escrow Agreement

The Escrow Agreement sets up an agreement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow") . Under the Escrow Agreement, these things will or may happen:

(a) Escrow will let purchasers know when payments are due.

(b) Escrow will arrange for purchasers to sign all necessary documents.

(c) The Escrow Agreement says under what conditions a refund will be made to the purchaser.

(d) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract.

The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

EXHIBIT "D"

SUMMARY OF THE SALES CONTRACT

The Seller intends to use the Hawaii Association of Realtors form of Deposit Receipt, Offer and Acceptance ("DROA") as the sales contract for the sale of apartments in the Project. The sales contract contains the purchase price, description and location of the apartment and other terms and conditions under which a Buyer will agree to buy an apartment.

Among other things, the sales contract:

1. Provides a section for financing to be completed and agreed to by the parties which will set forth how Buyer will pay the purchase price.
2. Identifies the escrow agent and states that Buyer's deposit will be held in escrow until the sales contract is closed or canceled.
3. Requires that Buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
4. Provides the following remedies, in the event of default under the sales contract:

   by Buyer:

   a. Seller may bring an action against Buyer for breach of contract;
   b. Seller may retain Buyer's initial deposit;
   c. Buyer shall be responsible for expenses incurred.

   by Seller:

   a. Buyer may bring an action against Seller for breach of contract;
   b. Buyer may bring an action compelling Seller to perform under contract;
   c. Seller shall be responsible for expenses incurred.

   Any awards to the prevailing party in any action are subordinate to escrow's expenses.

5. Allocation of payment of closing costs.

The sales contract contains various other provisions which the Buyer should become acquainted with.

EXHIBIT "E"

INA CONDOMINIUM

REGISTRATIOIN NO. 3984

DISCLOSURE STATEMENT AS OF August 20, 1998

1. Name of Project: INA CONDOMINIUM

2. Address: 15-2690 Ina Street Pahoa, Hawaii 96778

3. Name of Developer and Address:
Kenneth Masaji Kudo
P.O. Box 1214 Pahoa, Hawaii 96778

4. Telephone: (808) 965-6443

5. Project Manger or Agent: Self managed by Association of Apartment Owners.

6. Address: 15-2690 Ina Street Pahoa, Hawaii 96778

7. Maintenance Fees: There are no maintenance fees since the project is divided with each party having improvements located within its own apartment unit. Each apartment owner to take out his or her own insurance for their respective apartment and their appurtenant limited common element and shall add the name of the Association as an additional assured.

8. Mandatory reserves assessment and collection in effect beginning 1994 budget year. Developer Discloses that no reserve study was done in accordance with Chapter 514A-83.6, HRS, and replacement reserves rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

9. Commencement of Maintenance Fees: At such time that the first sale of an apartment is made. If not, the Declarant will continue to maintain the premises at his own cost and expense.

10. Warranties: Purchasers should be aware that both "condominium units" of the Project are comprised of existing structures. Said buildings have unavoidably undergone a certain amount of "wear and tear" commensurate with their age. Accordingly, purchases should not expect the unit they desire to buy to be in "like-new" condition.
NO WARRANTIES FOR FITNESS OF USE OR MECHANTABILITY OR ANY OTHER KIND ARE MADE AS TO THE INDIVIDUAL CONDOMINIUM UNITS OR THE COMMON ELEMENTS OF THE PROJECT (IF ANY) . PURCHASES ARE ADVISED TO CONDUCT THEIR OWN INSPECTION OF THE UNIT THEY DESIRE TO BUY. THE UNITS ARE SOLD "AS IS".

EXHIBIT "E", cont.

11. Individual Insurance: Section 514-A86, Hawaii Revised Statutes, requires that fire insurance to be purchased to cover the improvements portion of the Project. Developer anticipates that the Association will elect to obtain separate polices for each individual condominium unit pursuant to Section XJV(c) OF THE Declaration. As such, the premiums on said polices will be the individual responsibility of each unit owner rather than common expense of the Project.

End of EXHIBIT "E"