

**CONDOMINIUM PUBLIC REPORT**

Prepared & Issued by: Developer ERNST S. REESE, Trustee of the Ernst S. Reese Revocable Trust dated June 16, 1992, and ILZE REESE, Trustee of the Ilze Reese Revocable Trust dated June 16, 1992  
Address: 49-035 Kamehameha Highway, Kaneohe, Hawaii 96744  
Project Name(\*): REESE CONDO PROJECT  
Address: 49-035 Kamehameha Highway, Kaneohe, Hawaii 96744

Registration No. 4341 (conversion) Effective date: March 13, 2000  
Expiration date: April 13, 2001

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 \_\_\_\_\_
  - 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

*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:

**SPECIAL ATTENTION**

This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and does not represent a legally subdivided lot. The dotted lines in the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustration purposes only and should not be construed to be formal subdivision lines.

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

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

**SPECIAL NOTICE REGARDING BEACH ACCESS**

The prospective purchaser is advised that the unit adjacent to Kamehameha Highway does **NOT** have access to the beach.

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## **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.

**L PERSONS CONNECTED WITH THE PROJECT**

ERNST S. REESE, Trustee of the Ernst S. Reese  
Revocable Trust dated June 16, 1992, and

Developer:

ILZE REESE, Trustee of the Ilze Reese Revocable Trust dated June 16, 1992  
Name Trust dated June 16, 1992 Phone: (808) 239-8047  
49-035 Kamehameha Highway (Business)  
Business Address  
Kaneohe, Hawaii 96744

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate  
Broker:

Kathleen M. Curtis  
Kathleen M. Curtis Real Estate Phone: (808) 254-5250  
Name (Business)  
44-390 Kaneohe Bay Drive  
Business Address  
Kaneohe, HI 96744-2630

Escrow:

Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211  
Name (Business)  
235 Queen Street  
Business Address  
Honolulu, HI 96813

General  
Contractor:

None Phone: \_\_\_\_\_  
Name (Business)  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_

Condominium  
Managing  
Agent:

None - self-managed Phone: \_\_\_\_\_  
Name (Business)  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_

Attorney for  
Developer:

Ashford & Wriston Phone: (808) 539-0400  
Name (Business)  
1099 Alakea St., Suite 1400  
Business Address  
Honolulu, HI 96813  
Attn: Cynthia K. Ching, Esq.

**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. 99-148157  
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]:

None

- 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. 2967  
 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]:

None

- 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. 99-148158  
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]:

None

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

The House Rules for this condominium are:

Proposed                     Adopted     Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents**

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

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

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

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

2. **Developer:**

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

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

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- Leasehold or Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

**Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.**

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:  Monthly  Quarterly  
 Semi-Annually  Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per:  Month  Year

For Sub-leaseholds:

- Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:  
 Canceled  Foreclosed
- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

- Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or 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 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: 49-035 Kamehameha Highway  
Kaneohe, Hawaii 96744

Tax Map Key (TMK): (1) 4-9-001-026

Address  TMK is expected to change because \_\_\_\_\_  
\_\_\_\_\_

Land Area: 2.203  square feet  acre(s) Zoning: Country

ERNST S. REESE, Trustee of the Ernst S. Reese Revocable Trust dated June 16, 1992, and ILZE REESE, Trustee of the Ilze Reese Revocable Trust dated June 16, 1992

Fee Owner: Trust dated June 16, 1992  
Name  
49-035 Kamehameha Highway  
Address  
Kaneohe, Hawaii 96744

Lessor: \_\_\_\_\_  
Name  
 \_\_\_\_\_  
Address  
 \_\_\_\_\_

**C. Buildings and Other Improvements:**

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

2. Number of Buildings: 2 Floors Per Building one  
 Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

Concrete  Hollow Tile  Wood  
 Other \_\_\_\_\_

4. Uses Permitted by Zoning:

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

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

Yes  No

5. Special Use Restrictions:

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

- The Declaration and Bylaws do not contain restrictions on pets, however, the
- Pets: House Rules restrict the number of pets allowed. Only dogs, cats and other household pets are allowed, and are limited to two animals per unit. Exhibit A
- Number of Occupants: \_\_\_\_\_ describes the use and occupancy restrictions with regard to pets.
- Other: \_\_\_\_\_
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: \_\_\_\_\_ Stairways: \_\_\_\_\_ Trash Chutes: \_\_\_\_\_

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
<u>1</u>	<u>1</u>	<u>4 BR/2 BA</u>	<u>3,035.93</u>	<u>309.33</u>	<u>lanai</u>
_____	_____	_____	_____	<u>163.50</u>	<u>deck</u>
_____	_____	_____	_____	<u>272.33</u>	<u>carport</u>
<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>35</u>	<u>shed</u>
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 2

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

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

Boundaries of Each Apartment:

The respective apartments shall not be deemed to include any pipes, wires, conduits or other utility or service lines running through one apartment which are utilized for or serve both apartments, the same being deemed common elements. Each apartment shall be deemed to include the entire building in which the apartment is located and all fixtures and appliances originally installed in such apartment for its exclusive use.

Permitted Alterations to Apartments:

Additions to or alterations of a unit made within such unit or within a limited common element appurtenant to and for the exclusive use of such unit shall be permitted to be done by the unit owner.

7. Parking Stalls:

Total Parking Stalls: 2

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)	<u>2</u>	<u>1</u>					<u>2</u>
Guest							
Unassigned							
Extra for Purchase							
Other: _____							
Total Covered & Open:	<u>2</u>		<u>0</u>		<u>0</u>		<u>2</u>

Each apartment will have the exclusive use of at least \* parking stall(s).

Buyers are encouraged to find out which stall(s) will be available for their use.

- \*Unit 1 will have 2 parking stalls and Unit 2 will have parking areas in the limited  
 Commercial parking garage permitted in condominium project. common elements appurtenant to each apartment.  
 Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute/Enclosure(s)

Other: \_\_\_\_\_

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

There are no violations.

Violations will not be cured.

Violations and cost to cure are listed below:

Violations will be cured by \_\_\_\_\_  
(Date)

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

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

See Exhibit "B" - Letter from Edward A. Resh, registered architect  
 No representations are being made about the useful life of any structural components, mechanical and electrical installations. The structures are in fair condition.

11. Conformance to Present Zoning Code

- a.  No variances to zoning code have been granted. The verification from the City and County of Honolulu (see Exhibit C) states that the buildings met code requirements  
 Variance(s) to zoning code was/were granted as follows: at the time of construction.

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

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

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

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

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

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

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

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

described in Exhibit   D  .

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit \_\_\_\_\_.

as follows:

Unit 1: The land over which Unit 1 is constructed and the area surrounding Unit 1, is designated as the limited common element appurtenant to and for the exclusive use of such unit.

Unit 2: The land over which Unit 2 is constructed and the area surrounding Unit 2, is designated as the limited common element appurtenant to and for the exclusive use of such unit.

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

described in Exhibit \_\_\_\_\_.

as follows: Each unit shall have appurtenant thereto an undivided 50% interest in all common elements of the project.

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 E describes the encumbrances against the title contained in the title report dated December 28, 1999 and issued by Title Guaranty of Hawaii

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

mortgages

Buyer's interest may be terminated.  
Buyer's funds will be returned if developer defaults (less any escrow cancellation fee) and the sales contract shall be cancelled.

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:** The units will be sold together with appliances and other personal property in an "AS IS" condition, without benefit of warranties. The buyers may have their own architects, engineers and other personnel examine the apartments with sufficient thoroughness to enable the buyers to decide if they want to purchase the units. The purchase of units by the buyers shall be deemed to include (1) a complete and comprehensive assumption of all liabilities arising with respect to the apartments from and after closing, including all claims based on faulty planning, design, engineering, construction, or defective materials of workmanship; and (2) a release and discharge of the sellers, their respective heirs, assigns, devisees and personal representatives, from all claims, obligations and liabilities arising out of the condition of the apartments, and any disclosures made or not made with respect thereto. The buyers recognize that\*\*
2. **Appliances:**  
The buyers will have the direct benefit of any manufacturer's or dealer's warranties covering the appliances in the apartments.

\*\*the foregoing itemization of potential claims or liabilities is not intended to be exclusive, or to limit the generality of the buyer's acceptance of the units in an "AS IS" condition, given the most expansive interpretation of those words.

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

The units were built in 1963.

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
- self-managed by the Association of Apartment Owners
- the Developer or the Developer's affiliate.
- Other: \_\_\_\_\_

B. **Estimate of Initial Maintenance Fees:**

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

C. **Utility Charges for Apartments:**

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

- None
- Electricity ( \_\_\_\_\_ 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
- Specimen Sales Contract Offer and Acceptance ("DROA") will be used at the time of sale. Exhibit G contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated September 1, 1999 Exhibit H contains a summary of the pertinent provisions of the escrow agreement.
- Other \_\_\_\_\_

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

- A) Condominium Public Reports issued by the developer which have been issued 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. 4341 filed with the Real Estate Commission on January 21, 2000.

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

YELLOW paper stock       WHITE paper stock       PINK paper stock

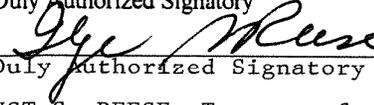
C. **Additional Information Not Covered Above**

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.

ERNST S. REESE, Trustee of the Ernst S. Reese Revocable Trust  
dated June 16, 1992, and ILZE REESE, Trustee of the Ilze Reese  
Revocable Trust dated June 16, 1992

\_\_\_\_\_  
Printed Name of Developer

By:  9/1/99  
Duly Authorized Signatory Date

By:  9/1/99  
Duly Authorized Signatory Date

\_\_\_\_\_  
ERNST S. REESE, Trustee of the Ernst S. Reese Revocable Trust

Printed Name & Title of Person Signing Above

dated June 16, 1992, and ILZE REESE, Trustee of the Ilze Reese  
Revocable Trust dated June 16, 1992

Distribution:

Department of Finance, \_\_\_\_\_  
Planning Department, \_\_\_\_\_

## **EXHIBIT "A"**

Only dogs, cats and other household pets (as defined in the Board of Health regulations for the State of Hawaii), not to exceed two (2) animals per unit, may be kept by occupants in their respective units. No animals or pets may be kept in any part of the premises without the prior written consent of the Board. Permission to keep any animal in any part of the premises is subject to the following conditions: (1) they shall not be kept, bred or used therein for any commercial purpose; (2) they shall not be allowed on any common elements except in transit when they must be carried or leashed; and (3) their owners shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any such pet or pets in the premises. Pet owners shall be responsible for promptly cleaning up any waste or mess and keeping the premises free of fleas, ticks, and odors created by their pet or pets on the premises. Any pet causing a nuisance or unreasonable disturbance to any other occupant shall be removed promptly from the premises upon notice given by the Board.

EXHIBIT "B"

TO WHOM IT MAY CONCERN

FROM: EDWARD A. PEEH  
Architect

DATE: MARCH 2, \_\_\_\_\_, 1999

I have inspected the buildings located at 49-035  
KAOI HWY. KANEHOE, Hawaii (TMK: 4-9-001:26),  
on [insert date of inspection] 2-28-99 and my observations during  
this inspection are as follows:

1. From my visual inspection of the existing buildings, the buildings appear to be in good structural condition.

[The architect should note whether there are any damaged portions of any building or any parts of any building which appear to be termite infested or point out any other discrepancies which may be evident.]

2. The electrical and plumbing systems appear to be in good working order.

3. [If the architect can say anything about the expected useful life of the structures, he should make that statement here. Otherwise, the architect should state that he is making no statement or representations with regard to the expected useful life of the structures.]

Very truly yours,

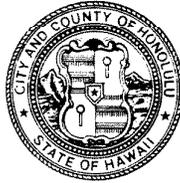
EDWARD A. PEEH  
Architect  
Registration No. 3239

DEC 23 1999

DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET • HONOLULU, HAWAII 96813  
PHONE: (808) 523-4414 • FAX: (808) 527-6743

JEREMY HARRIS  
MAYOR



JAN NAOE SULLIVAN  
DIRECTOR

LORETTA K.C. CHEE  
DEPUTY DIRECTOR

1999/CLOG-6212  
EX99-88 (LT)

December 20, 1999

Ms. Cynthia K. Ching  
Ashford & Wriston  
Attorneys at Law  
P. O. Box 131  
Honolulu, Hawaii 96810

Dear Ms. Ching:

Subject: Condominium Conversion Project  
49-035 Kamehameha Highway  
Tax Map Key: 4-9-01: 26

This is in response to your letter dated September 2, 1999 requesting verification that the structures at the above-mentioned address met all applicable code requirements at the time of construction.

Investigation revealed that the one-story single-family detached dwelling with four unpaved off-street parking spaces and unpaved driveway met all applicable code requirements when it was constructed in 1963.

We are unable to find a building permit for the storage shed. However, because of a 1993 ordinance change, the storage shed which measured less than 120 square feet in floor area does not now require a building permit. It complies with the zoning code.

The unpaved driveway and parking area are considered to be nonconforming.

For your information, the Department of Planning and Permitting cannot determine all other legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.

**EXHIBIT "C"**

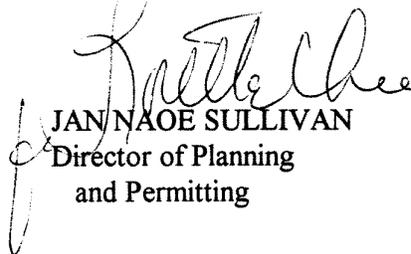
Ms. Cynthia K. Ching  
Page 2

No variances or special permits were granted to allow deviations from any applicable codes.

Conversion to a condominium property regime (CPR) is not recognized by the City and County as an approved subdivision. CPR delineates ownership; it does not create a separate lot of record.

If you have any questions regarding this matter, please contact Mr. Ivan Matsumoto of this office at 527-6341.

Very truly yours,



JANNAOE SULLIVAN  
Director of Planning  
and Permitting

JNS:gi

g:\dlu\general\bd\ex99-88.lt

## **EXHIBIT “D”**

The common elements of the project include:

- (a) The land described herein in fee simple;
- (b) All pipes, wires, conduits or other utility or service lines running through one unit, which are utilized for or serve more than one unit and any other appurtenant installations for common services;
- (c) The driveway that provides access to Kamehameha Highway along with the yard surrounding the driveway.

**EXHIBIT "E"**  
**Encumbrances Against Title**

1. For real property taxes that may be due and owing, reference is made to Director of Finance, Real Property Tax Assessment Division, for information.  
Tax Key: 4-9-001-026 (1)      Area Assessed: 2.203 acres
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Location of the seaward boundary in accordance with the laws of the State of Hawaii and shoreline setback line in accordance with County regulation and/or ordinance and the effect, if any, upon the area of the land described herein.
4. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in AFFIDAVIT dated November 24, 1975, recorded in Liber 11087 at Page 11, by ERNST S. REESE and ILZE S. REESE, in consideration of the issuance by the Building Department, City and County of Honolulu, of a building permit.
5. MORTGAGE

MORTGAGOR : ERNST S. REESE and ILZE REESE, husband and wife

MORTGAGEE : BANK OF HAWAII, a Hawaii corporation

DATED : March 9, 1995

RECORDED : Document No. 95-036544

AMOUNT : Open-ended credit agreement, sums not to exceed  
\$25,000.00

By SUBORDINATION AND AMENDMENT AGREEMENT dated May 19, 1997 recorded as Document No. 97-068127, said above Mortgage was subordinated to the lien of that certain Mortgage recorded as Document No. 97-068128 and to amend the Mortgage to reduce the principal amount from \$25,000.00 to \$10,000.00.

6. MORTGAGE

LOAN NO. : 0575143

MORTGAGOR : ERNST S. REESE, Trustee of the Ernst S. Reese Revocable Trust dated June 16, 1992, for the benefit of Ernst S. Reese, and ILZE REESE, Trustee of the Ilze Reese Revocable Trust dated June 16, 1992, for the benefit of Ilze Reese

MORTGAGEE : BANK OF HAWAII, a Hawaii corporation

DATED : May 21, 1997

RECORDED : Document No. 97-068128

AMOUNT : \$451,000.00

7. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "REESE CONDO PROJECT" CONDOMINIUM PROJECT

DATED : September 1, 1999

RECORDED : Document No. 99-148157

MAP : 2967 and any amendments thereto

8. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS

DATED : September 1, 1999

RECORDED : Document No. 99-148158

EXHIBIT "1"

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent Grant Number 379 to Amos S. Cooke) situate, lying and being on the east side of Kamehameha Highway at Hakipuu, District of Koolaupoko, City and County of Honolulu, State of Hawaii, being LOT 5 of the "HAKIPUU LOTS", as delineated on Kualoa Ranch Ltd. map on file in the Office of the Lessors, and thus bounded and described:

Beginning at the northwest corner of this lot, being also the southwest corner of Lot 6 of the Hakipuu Lots, on the east side of Kamehameha Highway, the coordinates of said point of beginning referred to "KAM 12" (marked by a "+" cut in concrete pavement of Kamehameha Highway and as shown on Government Survey Registered Map No. 2815) being 390.04 feet north and 175.23 feet west, and thence running by azimuths measured clockwise from true South:

- |    |      |     |        |   |
|----|------|-----|--------|---|
| 1. | 253° | 49' | 699.83 | feet along Lot 6 of the Hakipuu Lots to high watermark;   |
| 2. | 346° | 53' | 141.42 | feet along high watermark;  |
| 3. | 73°  | 49' | 659.35 | feet along Lot 4 of the Hakipuu Lots;   |
| 4. | 150° | 42' | 145.00 | feet along the east side of Kamehameha Highway to the point of beginning and containing an area of 2.203 acres, more or less. |

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : ERNST S. REESE and ILZE REESE, husband and wife

GRANTEE : ERNST S. REESE, Trustee of the Ernst S. Reese  
Revocable Trust dated June 16, 1992, a Memorandum  
of which is recorded as Document No. 96-002488, and  
ILZE REESE, Trustee of the Ilze Reese Revocable  
Trust dated June 16, 1992, a Memorandum of which is  
recorded as Document No. 96-002489

DATED : December 7, 1995  
RECORDED : Document No. 96-002490

-Note:- The aforementioned premises has been divided into 2 apartment  
units more particularly described in the Declaration of  
Condominium Property Regime dated September 1, 1999, recorded  
as Document No. 99-148157.

EXHIBIT F

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>
Apartment 1	\$130.01 x 12 = 1,560.12
Apartment 2	\$130.00 x 12 = 1,560.00

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

**Estimate of Maintenance Fee Disbursements:**

Monthly x 12 months = Yearly Total

Utilities and Services

- Air Conditioning
- Electricity
  - common elements only
  - common elements and apartments
- Elevator
- Gas
  - common elements only
  - common elements and apartments
- Refuse Collection
- Telephone
- Water and Sewer

Maintenance Fees:

All costs associated with the maintenance of each apartment and its respective limited common elements are the sole responsibility of each apartment owner.

Section 514A-86, Hawaii Revised Statutes, requires that the Association of Apartment Owners purchase and maintain fire insurance to cover the improvements of the project, and that fire insurance premiums shall be a common expense.

Maintenance, Repairs and Supplies

- Building
- Grounds

The developer anticipates that the Association will elect to require each owner to obtain separate fire and liability insurance for his apartment and name the Association as an additional insured. In such case, insurance premiums will be the individual responsibility of each apartment owner.

Management

- Management Fee
- Payroll and Payroll Taxes
- Office Expenses

The developer estimates the annual premium expense for each apartment to be approximately \$1,920.11 and certifies that this estimate was prepared based on generally accepted accounting principles.

Insurance

The developer discloses that a reserve study has not been done.

Reserves(\*)

Taxes and Government Assessments

Audit Fees

Other

TOTAL

I, Ernst S. Reese, Trustee of the Ernst S. Reese Revocable Trust dated June 16, 1992, ~~as agent for and/or employed by~~ the developer of ~~the~~ condominium project, ~~the~~ Reese Condo Project, ~~condominium project,~~ hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.



Signature

9/1/99

Date

(\*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

## **EXHIBIT "G"**

### **Summary of Sales Contract (Hawaii Association of Realtors' Standard Form of DROA)**

The Sales Contract contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract says:

1. Whether a purchaser will be obtaining a mortgage loan to cover part of the purchase price.
2. That the apartment will be subject to various other legal documents which the purchaser should examine.
3. That certain expenses, such as property taxes and insurance premiums shall be prorated as of the date of closing.
4. That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
5. That the Seller may take any or all of the following actions if Buyer fails to pay the balance of the purchase price or complete the purchase.
  - a. Bring an action for damages for breach of contract.
  - b. Retain the initial deposit and all additional deposits as liquidated damages.
  - c. Hold Buyer responsible for any costs incurred in accordance with the sale contract.

The Sales Contract contains various other provisions with which the purchaser should become acquainted.

## **EXHIBIT "H"**

### **Summary of Escrow Agreement**

The Escrow Agreement sets up an arrangement 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:

1. Escrow will let purchasers know when payments are due.
2. Escrow will arrange for purchasers to sign all necessary documents.
3. The Escrow Agreement says under what conditions a refund will be made to the purchaser.
4. 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 changes with which the purchaser should become acquainted.