CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Castle & Cook Homes Hawaii, Inc.
Address 100 Kahelu Avenue, 2nd Floor, Mililani, Hawaii 96789

Project Name (*): NORTHPOINTE AT MILILANI – PHASE I
Address: 95-1031, 95-1033, 95-1037, 95-1041 and 95-1043 Kaapeha Street
Mililani, Hawaii 96782
Registration No. 4347 Effective date: March 1, 2000
Expiration date: April 1, 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:

XX **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-30 286/986/189/1190/892/0197/1098

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-1644 to submit your request.

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 reports have been issued by the developer.

[ ] Changes made are as follows:

SPECIAL NOTICE:

On August 5, 1999, the City and County of Honolulu (the "City") enacted Ordinance 99-51. Ordinance 99-51 affects the project and several other developments on the Island of Oahu. A copy of Ordinance 99-51 is on file at the Developer's sales office.

Pursuant to Ordinance 99-51, for a period of two years commencing on August 5, 1999, apartments in the project may be offered and sold to owner-occupant purchasers without further restrictions or conditions imposed by the City (through its Department of Planning and Permitting) relating to (a) the purchaser's income level or other eligibility requirements, and (b) restrictions on transfer of the apartment after purchase. ***All prospective purchasers are hereby advised that if Ordinance 99-51 is repealed or not extended beyond the initial two-year effective period, offers and sales of apartments in the project will be subject to various restrictions and requirements more particularly described in Exhibit "L" attached to this Public Report. Upon the repeal of Ordinance 99-51, the Developer will <u>not</u> issue a Supplementary Public Report but will, instead, deliver to each prospective purchaser and the Real Estate Commission a memorandum disclosing that the restrictions and requirements described in Exhibit "L" apply to each of the apartments, and that ownership of an apartment shall be subject to such restrictions and requirements. A copy of the memorandum shall subsequently be attached to and automatically become a part of this public report.***

ALL PURCHASERS ARE CAUTIONED TO REVIEW CAREFULLY THIS PUBLIC REPORT AND ALL DOCUMENTS ON FILE AT THE DEVELOPER'S SALES OFFICE IN CONNECTION WITH THE PROJECT BEFORE SIGNING A SALES CONTRACT.

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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.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: Castle & Cooke Homes Hawaii, Inc.
Name*
100 Kahelu Avenue, 2nd Floor
Business Address
Mililani, Hawaii 96789

Phone: (808) 548-4811
(Business)

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

PLEASE SEE ATTACHED PAGE 5A

Real Estate Broker*: Castle & Cooke Homes Hawaii, Inc.
Name
100 Kahelu Avenue, 2nd Floor
Business Address
Mililani, Hawaii 96789

Phone: (808) 548-4811
(Business)

Escrow: Title Guaranty Escrow Services, Inc.
Name
235 Queen Street
Business Address
Honolulu, Hawaii 96813

Phone: (808) 521-0211
(Business)

General Contractor*: Castle & Cooke Homes Hawaii, Inc.
Name
100 Kahelu Avenue, 2nd Floor
Business Address
Mililani, Hawaii 96789

Phone: (808) 548-4811
(Business)

Condominium Managing Agent*: Hawaiiana Management Company, Ltd
Name
711 Kapiolani Boulevard
Business Address
Honolulu, Hawaii 96813

Phone: (808) 593-9100
(Business)

Attorney for Developer: Cades Schutte Fleming & Wright
Name
1000 Bishop Street, 10th Floor
Business Address
Honolulu, Hawaii 96813
Attn: Jeffrey D. Watts, Esq.

Phone: (808) 521-9200
(Business)

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

10/98

OFFICERS AND DIRECTORS OF CASTLE & COOKE HOMES HAWAII, INC.

OFFICERS:*

Harry A. Saunders:	Executive Vice President and General Manager
Richard K. Mirikitani:	Senior Vice President and Secretary
Edward C. Roohan:	Senior Vice President, Treasurer and Assistant Secretary
Beverly Garcia:	Senior Vice President, Controller and Assistant Secretary
Arnold C. Savrann:	Senior Vice President
Bonnie E. Freitas:	Vice President, Human Resources
Alan K Arakawa:	Vice President, Land Development
Michael Y.W. Lum:	Vice President, Project Management & Design
Dean R. Estrada:	Assistant Treasurer
Rosalinda V. Oasay:	Assistant Treasurer
Gary M.K. Wong:	Assistant Controller

***NOTE:** The office of President is currently vacant.

DIRECTORS:

Edward C. Roohan
Harry A. Saunders

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:

[X] Proposed

[ ] Recorded - Bureau of Conveyances: Document No. _____

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:

[X] Proposed

[ ] Recorded - Bureau of Conveyances Condo Map No. _____

[ ] 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:

[X] Proposed

[ ] Recorded - Bureau of Conveyances: Document No. _____

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:

[X] Proposed [ ] Adopted [ ] Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents**

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

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

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%*	75%
Bylaws	65%	65%
House Rules	_____	Majority of Board

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

2. Developer:

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

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

The Developer may amend the Declaration, the Bylaws and the Condominium Map (including all exhibits to any of them) (a) at any time prior to the recording of the first apartment conveyance to a party not signatory to the Declaration; (b) to make any amendments required by law, by the Real Estate Commission of the State of Hawaii, by any title insurer issuing title insurance on the Project or any of the apartments, by any institutional lender lending funds on the security of the Project or any of the apartments, or by any governmental or quasi-governmental agency; (c) to file the "as built" verified statement required by Section 514A-12, HRS; and (d) at any time to effect the changes provided in the Declaration of Merger of Condominium Phases referred to in Section S of the Declaration, including the right to merge the Project with Phases I, II, III and IV.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

[X] Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.

[ ] Leasehold or Subleasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

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

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

Lease Term Expires: _____ Rent Renegotiation Date(s) _____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit __ contains a schedule of the lease rent for each apartment per: [ ] Month [ ] Year

For Subleaseholds:

[ ] Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:
[ ] Canceled [ ] Foreclosed

[ ] As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

[ ] Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Subleasehold:

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

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

Lease Term Expires: _____ Rent Renegotiation Date(s) _____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit __ contains a schedule of the lease rent for each apartment per: [ ] Month [ ] Year

[ ] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 95-1031, 95-1033, 95-1037, 95-1041 and 95-1043 Kaapeha Street, Mililani, Hawaii 96782

Tax Map Key (TMK): (1) 9-5-49-49

[ ] Address [X] TMK is expected to change because the land underlying the project is in the process of being subdivided into two separate lots.

Land Area: approx. 2.044 [ ] square feet [X] acre(s)* Zoning: A-1

*After subdivision of Lot 14592 (as shown on Land Court Map 883) into Lots 14592A (the project's land) and Lot 14592B.

Fee Owner: Castle & Cooke Homes Hawaii, Inc.
Name
100 Kahelu Avenue, 2nd Floor
Address
Mililani, Hawaii 96789

Lessor: N/A
Name

Address

C. Buildings and Other Improvements:

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

2. Number of Buildings: 5 Floors Per Building 2

   [ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

   [ ] Concrete [ ] Hollow Tile [X] Wood

   [X] Other Hardie board siding, metal framing, glass and allied construction materials

4. Uses Permitted by Zoning:

	No. of Apts.	Use Permitted By Zoning		No. of Apts.	Use Permitted By Zoning
[X] Residential	40	[X] Yes [ ] No	[ ] Ohana	__	[ ] Yes [ ] No
[ ] Commercial	__	[ ] Yes [ ] No	[ ] Industrial	__	[ ] Yes [ ] No
[ ] Mix Res/Comm	__	[ ] Yes [ ] No	[ ] Agricultural	__	[ ] Yes [ ] No
[ ] Hotel	__	[ ] Yes [ ] No	[ ] Recreational	__	[ ] Yes [ ] No
[ ] Timeshare	__	[ ] Yes [ ] No	[ ] Other:	__	[ ] Yes [ ] No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?
[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: Maximum of 2 dogs, cats or other household pets of reasonable size, as determined by the Board.

[X] Number of Occupants: No more than 5 persons per 2-bedroom apt. and 7 persons per 3-bedroom apt.

[X] Other: No waterbeds w/o Board approval. Special restrictions re: floor surfaces of second-floor apts., as provided in Section H.5 of the Declaration

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 2 per building Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
SEE EXHIBIT "A"					

Total Apartments: 40 SEE EXHIBIT "A"

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

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

Boundaries of Each Apartment:

SEE EXHIBIT "B"

Permitted Alterations to Apartments:

SEE EXHIBIT "C"

7. Parking Stalls:

Total Parking Stalls: 82

	Regular		Compact		Handicap		
	covered	open	covered	open	covered	open	TOTAL
Assigned (for each unit)		54		18		8	80
Guest				2			2
Unassigned							
Extra for Purchase							
Other:							
Total Covered & Open	54		20		8		82

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

[ ] Commercial parking garage permitted in condominium project.

[X] Exhibit "D" 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 Area [ ] 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 _____ (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):

N/A

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 Elements, Common Interest:

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

[X] described in Exhibit "E".

[ ] as follows:

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

[ ] There are no limited common elements in this project.

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

[X] described in Exhibit "F". SEE ALSO EXHIBIT "D"

[ ] as follows:

*NOTE: Land areas referenced herein are not legally subdivided lots.

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

[X] described in Exhibit "D".

[ ] as follows:

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit "G" describes the encumbrances against the title contained in the title report dated January 5, 2000 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.

[X] There are no blanket liens affecting title to the individual apartments.

[ ] 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**
N/A	

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

SEE EXHIBIT "H"

2. Appliances:

SEE EXHIBIT "H"

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

Construction commenced on November 17, 1999. The Developer estimates that construction will be completed on or about August 5, 2000.

H. Project Phases:

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

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

The Developer contemplates that the Project will be developed as the fifth phase of a multi-phased development known generally as "Northpointe". Four prior phases are completed and have been administratively merged, and the Developer may (but is not required to) merge the current phase with the prior phases for administrative purposes. The Developer may also (but is not required to) develop a sixth phase on land adjacent to the Project and merge that phase with the current phase and/or the prior phases. The requirements for and consequences of a merger of the current phase with any other phase or phases are more fully set forth in the Declaration of Merger of Condominium Phases referred to in Section S of the Declaration and on file with the Real Estate Commission.

IV. CONDOMINIUM MANAGEMENT

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

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

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

[X] not affiliated with the Developer
[ ] self-managed by the Association of Apartment Owners
[ ] the Developer or the Developer's affiliate
[ ] other _____

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

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, 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 "I" 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 [X] Electricity (X Common Elements only ____ Common Elements & Apartments)
[ ] Gas (____ Common Elements only ____ Common Elements & Apartments)
[ ] Water [X] 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 "J" contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated January 24, 2000
Exhibit "K" contains a summary of the pertinent provisions of the escrow agreement.

[X] Other Eligibility Affidavit; specimen Co-Mortgagor Addendum and V.A. Addendum to Sales Contract

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

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

A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
B) Declaration of Condominium Property Regime, as amended.
C) Bylaws of the Association of Apartment Owners, as amended.
D) House Rules, if any.
E) Condominium Map, as amended.
F) Escrow Agreement.
G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
H) Other Mililani Town Covenants; Declaration of Merger of Condominium Phases

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

This Public Report is part of Registration No. 4347 filed with the Real Estate Commission on Jan. 28, 2000.

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

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

C. Additional Information Not Covered Above:

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

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

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

Except as expressly provided to the contrary in Section 1 of Article VI of the Bylaws, all maintenance, repairs and replacements to the common elements, whether located inside or outside of the apartments, shall be made by the Board. All costs of such maintenance, repairs and replacements to the common elements (excluding, however, the limited common elements) shall be charged to all the owners as a common expense, and all costs of such maintenance, repairs and replacements to any limited common elements shall be charged, as a limited common expense in the proportions set forth in the Declaration, to the owners of all apartments to which such limited common elements are appurtenant; provided, however, that any such maintenance, repair or replacement to any common or limited common element necessitated by the negligence, misuse or neglect of an apartment owner or occupant or any person under either of them, shall be charged to such apartment owner or the apartment owner of the apartment of such occupant, as a special assessment constituting a lien against his interest in his apartment which may be foreclosed by the Board or Managing Agent in the same manner as provided in the Condominium Act for unpaid common expenses. Without limitation of the generality of the foregoing, every apartment owner shall reimburse the Association promptly on demand for all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or any occupant of his apartment or any person under either of them and shall give prompt notice to the Managing Agent of any such loss or damage or other defect in the Project when discovered.

3. Developer as Broker. The apartments are being sold by the Developer rather than through an unrelated brokerage firm. Thus, no listing agreement exists. However, the Developer possesses an active Hawaii real estate broker's license, and all sales shall be conducted according to laws relevant to real estate brokerage, not as "owner sales."

(CONTINUED ON PAGE 20A)

4. Litigation Re: Prior Phases. The Developer discloses that on November 28, 1997, the Association of Apartment Owners of Northpointe (a condominium association whose members are all of the apartment owners of the administratively merged condominium projects originally known as Northpointe – Phase I, Northpointe – Phase II, Northpointe Terrace – Phase I and Northpointe Terrace – Phase II) filed a lawsuit against the Developer. In the lawsuit, the Association raised some concerns about the design and/or construction and/or materials of some of the common elements of the four existing Northpointe condominium projects. A copy of the Association's Complaint, filed in Civil 97-4877-11 in the Circuit Court of the First Circuit, State of Hawaii, is available for review at the Developer's sales office. On June 5, 1998, the Association and the Developer agreed to a settlement of the Association's claims relating to the placement of two trees, utility room door hinges and fire extinguishers at the projects. The Association and the Developer have also reached an understanding on the settlement of all of the Association's remaining claims, and settlement documentation is expected to be executed in the near future. ALL PROSPECTIVE BUYERS OF APARTMENTS IN NORTHPOINTE AT MILILANI – PHASE I SHOULD NOTE THAT THE CLAIMS RAISED IN THIS LAWSUIT PERTAIN ONLY TO THE FOUR PRIOR NORTHPOINTE PROJECTS IDENTIFIED ABOVE ***AND NOT TO ANY SUBSEQUENT NORTHPOINTE PHASES,*** INCLUDING NORTHPOINTE AT MILILANI – PHASE I.

5. Bylaws Amendment re: Directors' Terms. At the time of issuance of this public report, Section 2 of Article III of the Project's Bylaws provides that directors of the Association of Apartment Owners of the Project shall hold office for concurrent terms not to exceed two (2) years. The Developer discloses that, for so long as the Developer owns apartments to which are appurtenant no less than 65% of the Project's common interests, the Developer may (but is not required to) amend Section 2 of Article III of the Bylaws to provide that directors shall hold office for a period of three (3) years, except that at the first annual meeting of the Association, the director receiving the most votes shall be elected for three (3) years, the two directors receiving the next highest number(s) of votes shall be elected for two (2) years, and the remaining two directors shall be elected for one (1) year.

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

Castle & Cooke Homes Hawaii, Inc.
Printed Name of Developer

By: _____ Michael Y.W. Lum 1/24/00
Duly Authorized Signatory* Vice President Date

By: _____ _____
Duly Authorized Signatory* Date

Michael Y.W. Lum, Vice President
Printed Name & Title of Person Signing Above

Distribution:

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

**Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.*

10/98

IMANHONO:248518.2

DESCRIPTION OF APARTMENTS

Apt. Type	Quantity	Bedrooms/ Bathrooms	Approximate Net Living Area*	Approximate Net Lanai Area*
Ae	1	1/1	496	--
Aer	1	1/1	496	--
A	1	1/1	499	--
Ar	1	1/1	499	--
2Ae	1	1/1	493	--
2Aer	1	1/1	496	--
2A	1	1/1	499	--
2Ar	1	1/1	499	--
Cc	1	2/2	729	35
Cer	1	2/2	729	35
C	1	2/2	732	35
Cr	1	2/2	732	35
2Ce	1	2/2	792	--
2Cer	1	2/2	792	--
2C	1	2/2	796	--
2Cr	1	2/2	796	--
D	3	2/2	732	43
Dr	3	2/2	732	43
2D	3	2/2	776	--
2Dr	3	2/2	776	--
E	3	3/2	881	43
Er	3	3/2	881	43
2E	3	3/2	932	--
2Er	3	3/2	932	--

Total No. of Apartments: 40

* The measurements of net living area and net lanai area are in square feet. Net living area is the floor area of the apartment measured from the interior surface of the apartment's perimeter walls. Documents or maps which use a different method of measuring floor area may give figures which differ from those above.

BOUNDARIES OF APARTMENTS

Each apartment shall be deemed to include all of the walls and partitions which are not load-bearing and which are within its perimeter walls; the inner decorated or finished surfaces of all walls, floors, roofs and ceilings; all windows, window frames, louvers (if any), shutters (if any), doors and door frames along the perimeter of the apartment; the decorated or finished surface of the floor, walls and ceiling of the lanai abutting or appurtenant to the apartment (if any) and the lanai airspace; and all of the fixtures and appliances originally installed therein. The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls or partitions, the foundations, columns, girders, beams, floor slabs, footings, supports, roofs and ceilings located within or at the perimeter of or surrounding such apartment, any attics or crawl spaces between ceilings and roofs of the buildings and all crawl space entryways and entryway covers, any pipes, wires, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, pipes or air exhaust running through or otherwise located within such apartment which are utilized for or serve more than one apartment, all of which are deemed common elements as provided in the Declaration.

PERMITTED ALTERATIONS

Except as otherwise provided in the Declaration, restoration, repair or replacement of the Project or of any building or other facility or construction of any additional building or structural alteration or addition to any structure, different in any material respect from the Condominium Map, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of the Declaration, duly executed by or pursuant to the affirmative vote of seventy-five percent (75%) of the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with all of the requirements of Paragraph 6 of Section I of the Declaration, and promptly upon completion of such restoration, replacement or construction, the Association shall duly file of record such amendment, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer; PROVIDED, HOWEVER, that notwithstanding any other provision in the Declaration to the contrary, the owner of an apartment may make any alterations or additions within an apartment and the owner of any two adjoining apartments may alter or remove all or portions of the intervening walls, at such owner's expense, if such alterations or additions are not visible from the exterior of the apartments and if the structural integrity of the building is not thereby affected. The alterations or additions permitted by the immediately preceding proviso shall require only the written approval thereof, including approval of the apartment owner's plans therefor, by the holders of first mortgage liens affecting such apartment (if the lien holders require such approval), by the appropriate agencies of the State of Hawaii and the City and County of Honolulu if such agencies so require, by the Board (which approval shall not be unreasonably or arbitrarily withheld or delayed), and by all other apartment owners thereby directly affected (as determined in a reasonable manner by the Board) and such alterations or additions may be undertaken without an amendment to the Declaration or filing of a complete set of floor plans of the Project as so altered. Prior to the termination of the common ownership of any two adjoining apartments, if the intervening walls shall have been altered or removed pursuant to the foregoing provision and any entrances sealed, the owner of such apartment shall restore such intervening walls and entrances to substantially the same condition in which they existed prior to such alteration or removal.

Notwithstanding any other provision in the Declaration to the contrary, prior to (a) the time that all apartments in the Project have been sold and recorded and (b) the filing by the Developer of the "as-built" verified statement (with plans, if applicable) required by Section 514A-12 of Hawaii's Condominium Property Act (but in no event later than December 31, 2005), the Developer shall have the right to make alterations in the Project (and to amend the Declaration and the Condominium Map accordingly) without the approval, consent or joinder of any apartment owner, which change the configuration of, alter the number of rooms of, decrease or increase the size of, or change the location of any apartment (and the limited common elements appurtenant thereto) in the Project which is not sold and recorded; or to make other alterations in the Project (and to amend the Declaration and the Condominium Map accordingly) without the approval, consent or joinder of any apartment owner, which make minor changes in any apartment in the Project or the common elements which do not affect the physical location, design or size of any apartment which has been sold and recorded; PROVIDED, HOWEVER, that any such changes shall be reflected in an amendment to the Declaration as provided in Paragraph 3 of Section T of the Declaration. As used

herein the term "sold and recorded" shall mean and refer to the sale of apartments in the Project and the recording, in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, of apartment conveyances transferring interests in the apartments from the Developer to parties not signatory to the Declaration.

An apartment owner or occupant may install air-conditioning units in accordance with (i) plans and specifications prepared by the Project architect, Architects Hawaii Ltd. (for which Board approval shall not be required) or (ii) plans and specifications prepared by a licensed architect (if so required by the Board) that are submitted to and approved by the Board, all in accordance with all provisions of the Declaration. Condensate from air-conditioning units installed in second floor apartments should be drained via an exterior mounted tube, covered with a wooden channel painted the same color(s) as the exterior of the building in which the air-conditioning unit is located, and the flow of the condensate should be directed away from the limited common elements, including without limitation, the fenced private yard areas appurtenant to ground floor apartments of the building in which the air-conditioning unit is located. Notwithstanding the foregoing, no exterior mounted drain tubes shall be required for the General Electric Model AJCS10AC air-conditioning units specified for the Project, or for other "dripless" air-conditioning units described in the manufacturer's literature as not requiring condensate drain pipes; provided, however, that all such "dripless" air-conditioning units shall be of adequate capacity, according to the manufacturer's specifications, to service the area intended to be cooled.

No highly reflective finish, other than glass (which, however, may not be tinted or mirrored), shall be used on the exterior of any building in the Project; provided, however, that a gray film tint without visible purple tinge (as approved by the Board) may be installed by an apartment owner on the glass located along the perimeter of his apartment.

An apartment owner or occupant may install a front screen door in accordance with (i) plans and specifications prepared by the Project architect, Architects Hawaii Ltd. (for which Board approval shall not be required) or (ii) plans and specifications prepared by a licensed architect (if so required by the Board) that are submitted to and approved by the Board, all in accordance with the provisions of the Declaration.

COMMON INTERESTS AND ASSIGNED LIMITED COMMON ELEMENTS

Apt. Number	Apt. Type	Building Number	Parking Stall Number(s)	Private Yard Area Number	Storage Space Number	Approx. Net Living Area in Sq. Feet	Approx. Lanai Area in Sq. Feet	Common Interest
241	E	31	536, 521	Y-241	S-241	881	43	3.1779%
242	2E	31	537, 522	--	--	932	--	2.7810%
243	Dr	31	539, 524	Y-243	S-243	732	43	2.6736%
244	2Dr	31	538, 523	--	--	776	--	2.3155%
245	D	31	544H, 547C	Y-245	S-245	732	43	2.6736%
246	2D	31	540, 525	--	--	776	--	2.3155%
247	Er	31	545H, 546C	Y-247	S-247	881	43	3.1779%
248	2Er	31	526, 542	--	--	932	--	2.7810%
249	Aer	32	556, 527	Y-249	--	496	--	2.0768%
250	2Aer	32	555, 528	--	--	496	--	1.4798%
251	A	32	554, 529	Y-251	--	499	--	2.0858%
252	2A	32	553, 530	--	--	499	--	1.4890%
253	Ar	32	552, 531	Y-253	--	499	--	2.0858%
254	2Ar	32	551, 541	--	--	499	--	1.4890%
255	Ae	32	549, 548C	Y-255	--	496	--	2.0768%
256	2Ae	32	550, 543	--	--	493	--	1.4710%
257	E	33	566, 532	Y-257	S-257	881	43	3.1779%
258	2E	33	567, 533	--	--	932	--	2.7810%
259	Dr	33	568, 534	Y-259	S-259	732	43	2.6736%
260	2Dr	33	569, 535	--	--	776	--	2.3155%
261	D	33	573H, 489C	Y-261	S-261	732	43	2.6736%
262	2D	33	572, 469	--	--	776	--	2.3155%
263	Er	33	570, 468	Y-263	S-263	881	43	3.1779%
264	2Er	33	571, 557C	--	--	932	--	2.7810%
265	E	34	574H, 558C	Y-265	S-265	881	43	3.1779%
266	2E	34	575, 560C	--	--	932	--	2.7810%
267	Dr	34	576C, 559	Y-267	S-267	732	43	2.6736%
268	2Dr	34	577C, 561	--	--	776	--	2.3155%
269	D	34	579C, 562	Y-269	S-269	732	43	2.6736%
270	2D	34	578C, 563H	--	--	776	--	2.3155%
271	Er	34	581C, 564H	Y-271	S-271	881	43	3.1779%
272	2Er	34	580C, 565	--	--	932	--	2.7810%
273	Cer	35	592C, 582	Y-273	S-273	729	35	2.6408%
274	2Cer	35	591C, 583	--	--	792	--	2.3633%
275	C	35	590C, 584	Y-275	S-275	732	35	2.6497%
276	2C	35	589, 463C	--	--	796	--	2.3752%
277	Cr	35	588, 464C	Y-277	S-277	732	35	2.6497%

Apt. Number	Apt. Type	Building Number	Parking Stall Number(s)	Private Yard Area Number	Storage Space Number	Approx. Net Living Area in Sq. Feet	Approx. Lanai Area in Sq. Feet	Common Interest
278	2Cr	35	587, 465	--	--	796	--	2.3752%
279	Ce	35	585H, 466	Y-279	S-279	729	35	2.6408%
280	2Ce	35	586H, 467	--	--	792	--	2.3633%

Parking Stall Numbering:

Parking stall numbers ending with the letter "C" indicate compact size stalls. Parking stall numbers ending with the letter "H" indicate handicap size stalls. All other parking stalls are regular size.

Transfer of Stalls:

Apartment owners may transfer assigned parking stalls pursuant to the Declaration, provided that each apartment shall always have at least one (1) parking stall as appurtenant limited common elements.

Guest Parking:

Parking stall(s) 461C and 462C are designated for guest parking.

Common Interests:

The common interests for each apartment were computed by adding the apartment's net living area to the area of the Private Yard Area appurtenant to the apartment (if any), the area of the Storage Space appurtenant to the apartment (if any) and the area of the lanai appurtenant to the apartment (if any), and then dividing the resulting figure by the aggregate net living area, Private Yard Area area, Storage Space area and lanai area for the entire Project.

Yard Areas and Storage Spaces:

Private Yard Areas Y-243, Y-245, Y-259, Y-261, Y-267, Y-269, Y-273, Y-275, Y-277 and Y-279 each contain an area of approximately 114 square feet. Yard Areas Y-241, Y-247, Y-257, Y-263, Y-265 and Y-271 each contain an area of approximately 134 square feet. Yard Areas Y-255, Y-253, Y-251, and Y-249 each contain an area of approximately 200 square feet. Each Storage Space contains an area of approximately 7 square feet. The approximate areas of lanais are as shown above.

COMMON ELEMENTS

The common elements consist of all portions of the Project other than the apartments, including specifically, but not limited to:

(a) The Land in fee simple;

(b) All foundations, columns, girders, beams, footings, floor slabs, supports, unfinished perimeter, party and load-bearing walls and partitions, roofs, ceilings, attics, attic crawl spaces, crawl space entryways and entryway covers, stairways, walkways, corridors, ramps, entrances, entryways and exits of all buildings of the Project;

(c) All walkways, roadways, sidewalks, perimeter walls, retaining walls, fences (if any), gates (if any), fenced areas, driveways, parking areas, loading zones (if any), grounds, landscaping, trash enclosures, mail kiosks, and mailboxes;

(d) All pipes, cables, conduits, ducts, sewer lines, sewage treatment equipment and facilities (if any), electrical equipment, communication equipment, electrical rooms, communication rooms, wiring and other central and appurtenant transmission facilities and installations over, under and across the Project which serve more than one apartment for services such as power, light, gas (if any), sewer, water, telephone and television signal distribution (if any);

(e) The limited common elements described in Paragraph 3 of Section D of the Declaration; and

(f) Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS

The limited common elements set aside and reserved for the exclusive use of the apartments to which they are assigned are as follows:

(a) Subject to the right of the apartment owners to transfer parking stalls from one apartment to another as set forth in Paragraph 2 of Section G of the Declaration, each of the parking stalls shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned, as set forth in Exhibit "D" attached to this public report, excluding, however, those parking stalls designated for guest parking as set forth in Exhibit "D";

(b) Each of the twenty (20) fenced private yard areas within the Project, designated on the Condominium Map as Y-241, Y-243, Y-245, Y-247, Y-249, Y-251, Y-253, Y-255, Y-257, Y-259, Y-261, Y-263, Y-265, Y-267, Y-269, Y-271, Y-273, Y-275, Y-277, and Y-279, shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned, as set forth in Exhibit "D" attached to this public report. Any fence (or part thereof) which encloses a private yard area and separates such private yard area from other common elements (except another private yard area) shall also be a limited common element appurtenant to the apartment to which the enclosed private yard area is appurtenant. Any fence (or part thereof) which separates private yard areas appurtenant to two (2) different apartments shall be a limited common element appurtenant to the two (2) apartments to which are appurtenant the separated private yard areas;

(c) Each of the sixteen (16) storage spaces, designated on the Condominium Map as S-241, S-243, S-245, S-247, S-257, S-259, S-261, S-263, S-265, S-267, S-269, S-271, S-273, S-275, S-277, and S-279, shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned, as set forth in Exhibit "D" attached to this public report;

(d) Any walkway, stairway, entrance, exit, or steps which are not otherwise designated as part of an apartment and which would normally be used only for the purposes of ingress to and egress from a specific apartment or apartments shall be a limited common element appurtenant to and reserved for the exclusive use of such apartment or apartments; and

(e) Any mailbox assigned to an apartment by the Developer or the Association of Apartment Owners of the Project shall be a limited common element appurtenant to and reserved for the exclusive use of such apartment.

ENCUMBRANCES AGAINST TITLE

That certain Preliminary Report dated January 5, 2000, issued by Title Guaranty of Hawaii, Inc., discloses that the land of the Project is subject to the following encumbrances:

1. Certificate and Authorization dated June 21, 1989, filed as Land Court document No. 1645132, by and between Castle & Cooke, Inc., a Hawaii corporation, and Mililani Town, Inc., a Hawaii corporation.

   Said Certificate was amended by instruments dated November 12, 1991, recorded in the Bureau as Document No. 96-162477, dated April 15, 1997, recorded in the Bureau as Document No. 97-057583, and dated July 18, 1997, recorded in the Bureau as Document No. 97-100983.

2. Unilateral Agreement and Declaration for Conditional Zoning dated September 15, 1989, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") in Book 23653, Page 571.

3. Unilateral Agreement and Declaration for Conditional Zoning dated July 2, 1992, recorded in the Bureau as Document No. 92-106931.

   Said Agreement was amended by instrument dated August 10, 1995, recorded in the Bureau as Document No. 95-103613.

4. Designation of Easement 5261 (area 53 square feet) as shown on Maps 841 and 883, as set forth by Land Court Order No. 109201, filed October 29, 1992.

5. Designation of Easement 5262 (area 53 square feet) as shown on Maps 841 and 883, as set forth by Land Court Order No. 109201, filed October 29, 1992.

6. Designation of Easement 5263 (area 182 square feet) as shown on Maps 841 and 883, as set forth by Land Court Order No. 109201, filed October 29, 1992.

7. Grant to Hawaiian Electric Company, Inc., dated February 8, 1993, recorded in the Land Court as Document No. 1998338, granting an easement over Easement 5263.

8. Unilateral Agreement and Declaration for Conditional Zoning dated May 12, 1993, filed as Land Court Document No. 2023800.

9. Restriction of Vehicle Access Rights as shown on Map 883, as set forth by Land Court Order No. 115640, filed February 25, 1994.

10. Designation of Easement 5459 (area 33,787 square feet), as shown on Map 883, as set forth by Land Court Order No. 115640, filed February 25, 1994.

11. Designation of Easement 5460 (area 592 square feet), as shown on Map 883, as set forth by Land Court Order No. 115640, filed February 25, 1994.

12. Designation of Easement 5461 (area 48 square feet), as shown on Map 883, as set forth by Land Court Order No. 115640, filed February 25, 1994.

13. Grant to Hawaiian Electric Company, Inc., and GTE Hawaiian Telephone Company Incorporated, dated April 27, 1994, recorded in the Land Court as Document No. 2149592.

14. Grant to the City and County of Honolulu, dated November 9, 1994, recorded in the Land Court as Document No. 2268711.

15. Agreement for Issuance of Conditional Use Permit Under Section 4.40-21 of the Land Use Ordinance (LUO) dated November 9, 1994, filed as Land Court Document No. 2194896.

16. Declaration of Merger of Condominium Phases dated November 9, 1994, recorded in the Land Court as Document No. 2194897, as amended by instrument dated march 7, 1995, recorded in the Land Court as Document No. 2222684.

17. Grant of easement and Subordination to Mililani Town Declaration granting a perpetual non-exclusive easement for an irrigation metering facility in favor of Mililani Town Association, dated November 1, 1994, recorded in the Land Court as Document No. 2206280.

18. Real property taxes as may be due and owing. Refer to the City and County of Honolulu Director of Finances for further information.

IMPORTANT NOTE:

Prior to the issuance of a Final Condominium Public Report for the Project, the Project shall become subject to the restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Covenants, Conditions and Restrictions for Mililani Town dated April 19, 1968, filed as Document No 441561, as amended by instrument dated May 22, 1968, filed as Document No. 445150, as amended by instrument dated May 17, 1995, filed as Document No. 2238079, and as further supplemented and amended.

WARRANTIES

1. Seller warrants that the Apartment is constructed in substantial conformity with the plans and specifications (including any amendments thereof, or changes and variations therein) and against any defects in equipment, material, or workmanship and materials of the Apartment resulting in noncompliance with standards of quality as measured by acceptable trade practices. This warranty shall continue for a period of one (1) year from the date of recordation of the conveyance of title to the original buyer of the Apartment. The Seller shall remedy, at the Seller's expense, any substantial nonconformity or such defects and shall restore any work damaged in fulfilling the terms and conditions of this warranty. Notwithstanding the generality of the foregoing, Seller's warranty shall not cover defects in any appliances or floor coverings within the Apartment. All appliances and floor coverings within the Apartment shall be covered solely by the warranties of the respective manufacturers thereof and the warranty periods of such warranties may vary.

2. Seller has contracted or will contract with a licensed soil treatment applicator (the "Applicator") for the pre-construction soil treatment process for the control of subterranean termites and Seller will require the Applicator to warrant that if termite infestation should occur within one (1) year from the date of treatment of the building in which the Apartment is located, the Applicator will re-treat the soil under the building in which the Apartment is located using the standards in effect at the time of re-treatment. The Applicator shall further agree to repair all construction damage by subterranean termites within the one-year warranty period. Seller will transfer to Buyer any warranty from the Applicator or the Applicator shall issue the warranty directly to Buyer. Seller further agrees without incurring any legal liability, to cooperate with Buyer to have the Applicator perform all warranties for which the Applicator is responsible. Buyer understands that the Seller does not promise that the Applicator will honor his warranties.

3. Seller's obligations under the foregoing warranties are expressly conditioned on written notification by Buyer to Seller of substantial non-conformity, defects or ground termite infestation within the warranty periods set forth above.

4. Seller warrants against defects in equipment, material, or workmanship and materials of the common elements of the Project resulting in noncompliance with standards of quality as measured by acceptable trade practices for a period of one (1) year from the date of original conveyance of title for the first apartment in the Project that is conveyed by Seller to one or more third parties other than the Seller and shall apply only to such instances of defects as to which the Association shall have given written notice to the Seller within said period of one (1) year.

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS
FOR
NORTHPOINTE AT MILILANI – PHASE I

Estimate of Initial Maintenance Fees:

Apartment Type	Monthly Fee X 12 months =	Yearly Total
A	$116.60	$1,399.20
Ae	$116.10	$1,393.20
Aer	$116.10	$1,393.20
Ar	$116.60	$1,399.20
C	$148.13	$1,777.56
Ce	$147.63	$1,771.56
Cer	$147.63	$1,771.56
Cr	$148.13	$1,777.56
D	$149.46	$1,793.52
Dr	$149.46	$1,793.52
E	$177.66	$2,131.92
Er	$177.66	$2,131.92
2A	$83.24	$998.88
2Ae	$82.24	$986.88
2Aer	$82.74	$992.88
2Ar	$83.24	$998.88
2C	$132.78	$1,593.36
2Ce	$132.12	$1,585.44
2Cer	$132.12	$1,585.44
2Cr	$132.78	$1,593.36
2D	$129.45	$1,553.40
2Dr	$129.45	$1,553.40
2E	$155.47	$1,865.64
2Er	$155.47	$1,865.64

Apartment owners shall not be obligated for the payment of their respective shares of the common expenses until such time as the Developer files with the Real Estate Commission an amended abstract providing that, commencing upon a date certain stated in the amended abstract, each apartment owner shall become obligated to pay his respective share of the common expenses. Maintenance Fees will change slightly when each phase is merged with the existing phases.

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: For maintenance and service of the Common Elements only.

	Monthly Fee	X 12 months – Yearly Total
Utilities and Services		
Electricity	$250	$3,000
Telephone	$18	$216
Water and Sewer	$1,066	$12,792
Maintenance, Repairs and Supplies		
Building	$242	$2,904
Grounds	$110	$1,320
Payroll and Benefits		
Wages and Salaries	$976	$11,706
Insurance	$45	$539
Taxes	$89	$1,068
Health Care	$160	$1,920
Management		
Management Fee	$450	$5,400
Audit Fees	$15	$180
Office Expenses	$117	$1,404
Legal Advice	$60	$720
Education and Training	$6	$72
Insurance		
Common Elements and Liability	$840	$10,080
Directors and Officers, Bond	$33	$396
Other: GET, Miscellaneous	$41	$492
Reserves (*)	$1,100	$13,200
TOTAL	$5,617	$67,409

I, Emory Bush, as agent and employed by Hawaiiana Management Company, Ltd., the condominium managing agent for the Northpointe at Mililani – Phase I 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.

Emory Bush

EMORY BUSH

Dated: 1-20-00

(*) 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.

EXPLANATION REGARDING RESERVES

In arriving at the figure for "Reserves" in this Exhibit "I", the Developer 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.

SUMMARY OF SALES CONTRACT

The Developer has filed with the Real Estate Commission two different forms of Deposit Receipt, Reservation and Sales Agreement (hereinafter, "Sales Contract"). One form of Sales Contract will be used while Ordinance 99-51 of the City and County of Honolulu remains in effect, and the other form will be used if and when Ordinance 99-51 is repealed or is otherwise no longer in effect. **PLEASE SEE EXHIBIT "L" TO THIS PUBLIC REPORT FOR MORE INFORMATION ABOUT ORDINANCE 99-51.** The following are summaries of important terms of both forms of Sales Contract. **ALL BUYERS AND PROSPECTIVE BUYERS SHOULD CAREFULLY READ BOTH FORMS OF SALES CONTRACT, INCLUDING ALL ADDENDA, IN FULL,** since these summaries are not complete descriptions of their provisions.

A. SUMMARY OF THE SALES CONTRACT THAT WILL BE USED WHILE ORDINANCE 99-51 IS IN EFFECT:

1. The Sales Contract provides for the number, amount and timing of payments the buyer is required to make. The Sales Contract also provides who is to receive interest earned on funds deposited with escrow.

2. The Sales Contract provides that if it is signed before a Final Condominium Public Report for the Project is issued, the Sales Contract will only be a "reservation" and will not be a binding contract unless the requirements described in Article V, Section E.1, of the Sales contract are met.

3. The transfer of the apartment to the buyer will be made subject to (and the Apartment Deed will so provide) certain restrictions on use and transfer of the Property, including without limitation, the following:

The apartment will be the buyer's primary residence for at least one (1) year after the recordation of the Apartment Deed (the "Occupancy Period"), for the buyer's own occupancy and use and not for resale or transfer. In addition, during the Occupancy Period, the buyer shall not transfer the apartment; provided, however, that the buyer shall be permitted to make the following transfers ("Permitted Transfers"): (i) the mortgaging of the Property by the buyer to an institutional lender duly authorized to conduct business in the State of Hawaii for the purpose of obtaining and securing financing for the purchase of the apartment; (ii) any such mortgagee's foreclosure upon the lien of its mortgage or acceptance of a deed for the apartment in lieu of foreclosure; (iii) a transfer of the apartment pursuant to a foreclosure of any mortgage permitted under subsection (i) above; (iv) a transfer to the surviving joint tenant or tenant by the entirety by devise, through the laws of descent or by operation of law on the death of a joint tenant or tenant by the entirety; (v) a transfer by devise or through the laws of descent to a family member; (vi) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the buyer's spouse becomes an owner of the apartment; or (vii) a transfer into

an inter vivos trust in which the buyer is and remains the primary beneficiary and the buyer continues to occupy and use the apartment. If a mortgagee or other person should become the owner of the apartment pursuant to a Permitted Transfer of the type described in subsections (ii) or (iii) above, the transferee and all successors and assigns shall take title to the apartment free and clear of the foregoing restrictions and provisions.

4. Seller may (but does not have to) cancel the Sales Contract (a) if buyer has performed the "Mortgage Loan Acts" described in the Sales Contract but the buyer's loan application is rejected or not approved within sixty (60) days after application or (b) if the buyer plans to pay the total purchase price in cash but Seller is not satisfied for any reason at any time prior to closing, with the buyer's ability to make the cash payments. The Sales Contract also discloses other situations in which either the buyer or Seller may cancel the Sales Contract and what remedies the parties have if the other party defaults under the Sales Contract.

5. Seller may need to give to one or more lenders a mortgage or mortgages, security agreement or agreements, and other instruments securing repayment of loan(s) and covering the Project, including the individual apartments. All of the rights and interests which Seller gives to the lender or lenders will have priority over the buyer's rights and interests under the Sales Contract. This applies to any changes to the loan or loans or the mortgage or mortgages, security agreement or agreements, or other instruments (including, among other things, extensions, renewals and other changes). The buyer gives up and subordinates the priority of the buyer's rights and interests under the Sales Contract in favor of the rights and interests of Seller's lender until the final closing and delivery of a signed Apartment Deed to the buyer. If Seller's lender or lenders ask the buyer to do so, the buyer will sign other documents to confirm the promises and agreements mentioned above.

6. The buyer will pay for the following closing costs: all of the escrow fee, all notary fees, all appraisal fees, all recording costs, all charges for the buyer's credit report, all costs of preparing any mortgages and promissory notes, and all title insurance costs. The buyer will also pay all mortgage costs. The buyer will also pay a nonrefundable start-up fee in the amount described in Article III, Section D.1 of the Sales Contract. The start-up fee is a one-time charge at the time of sale, not a common expense, and is in addition to the normal monthly maintenance charges or fees. It will be held and used by the Seller and the first Managing Agent of the Association as a working capital fund for the benefit of all the apartment owners. The buyer agrees that Seller does not have to pay any start-up fee for any apartment in the Project even if it is owned by Seller. Proration of maintenance charges and other common expenses, real property taxes, and Mililani Town Association assessments will be made as of the scheduled "Closing Date" set forth in the Sales Contract. The buyer will also pay the Mililani Town initiation assessment described in Article III, section D, of the Sales Contract.

7. The buyer agrees that the buyer may not transfer the Sales Contract or any of the buyer's rights or interests under the Sales Contract without first getting Seller's written consent, which consent may be withheld by Seller in its sole and absolute discretion.

8. The Seller makes the following warranties in the Sales Contract:

(a) Seller warrants that the Apartment is constructed in substantial conformity with the plans and specifications (including any amendments thereof, or changes and variations therein) and against any defects in equipment, material, or workmanship and materials of the Apartment resulting in noncompliance with standards of quality as measured by acceptable trade practices. This warranty shall continue for a period of one (1) year from the date of recordation of the conveyance of title to the original buyer of the Apartment. The Seller shall remedy, at the Seller's expense, any substantial nonconformity or such defects and shall restore any work damaged in fulfilling the terms and conditions of this warranty. Notwithstanding the generality of the foregoing, Seller's warranty shall not cover defects in any appliances or floor coverings within the Apartment. All appliances and floor coverings within the Apartment shall be covered solely by the warranties of the respective manufacturers thereof and the warranty periods of such warranties may vary.

(b) Seller has contracted or will contract with a licensed soil treatment applicator (the "Applicator") for the pre-construction soil treatment process for the control of subterranean termites and Seller will require the Applicator to warrant that if termite infestation should occur within one (1) year from the date of treatment of the building in which the Apartment is located, the Applicator will re-treat the soil under the building in which the Apartment is located using the standards in effect at the time of re-treatment. The Applicator shall further agree to repair all construction damage by subterranean termites within the one-year warranty period. Seller will transfer to Buyer any warranty from the Applicator or the Applicator shall issue the warranty directly to Buyer. Seller further agrees without incurring any legal liability, to cooperate with Buyer to have the Applicator perform all warranties for which the Applicator is responsible. Buyer understands that the Seller does not promise that the Applicator will honor his warranties.

(c) Seller's obligations under the foregoing warranties are expressly conditioned on written notification by the buyer to Seller of substantial non-conformity, defects or ground termite infestation within the warranty periods set forth above.

(d) Seller warrants against defects in equipment, material, or workmanship and materials of the common elements of the Project resulting in noncompliance with standards of quality as measured by acceptable trade practices for a period of one (1) year from the date of original conveyance of title for the first apartment in the Project that is conveyed by Seller to one or more third parties other than the Seller and shall apply only to such instances of defects as to which the Association shall have given written notice to the Seller within said period of one (1) year.

9. The buyer understands and agrees that (i) Seller's obligation to provide landscaping within the common elements of the Project will be deemed fully satisfied upon planting of the plant materials (which need not be in full coverage and maturity) and installation of the irrigation system pursuant to Seller's landscaping plans, as the same may be amended

from time to time in Seller's sole discretion; (ii) installation of the plant materials and irrigation system may be completed after the Closing Date; (iii) full maturity of the plant materials will only be reached over an extended period of time and Seller is not responsible for providing landscaping maintenance to reach full coverage and maturity; and (iv) the Association will be responsible for maintaining the landscaping after installation thereof, even if the landscaping has not reached full coverage or maturity.

10. That certain Declaration of Merger of Condominium Phases filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as now or hereafter amended (the "Declaration of Merger"), among other things, gives the Seller the right, in its sole and absolute discretion, to cause and effect an administrative merger or mergers of the Project with a condominium project or projects located or to be located on lands (or a portion or portions thereof) adjacent to or in the vicinity of the land of the Project, as part of the same incremental plan of development of the Project, such that the use of the respective common elements, the respective common expenses and the management of the respective affairs of the Project and the additional phases are shared, and the administration of the Project and the additional phases is unified under one association of apartment owners, but the ownership interests of the apartment owners in the Project and the additional phases are not altered or affected. Nothing in the Sales Contract will be deemed to require Seller to develop the additional phases or to merge the additional phases into the Project, or to prohibit Seller from dealing with any lands adjacent to or within the vicinity of the Project not merged with the Project, including without limitation, developing all or any part of such lands for purposes inconsistent with the merger of such lands into the Project.

11. The buyer agrees that construction activity by Seller or other apartment owners may continue on the Project even after the buyer occupies the apartment. This may result in noise, dust or other annoyances to the buyer and may limit the buyer's access to portions of the Project. The buyer gives up any rights or claims which the buyer might otherwise have against Seller or anyone else because of those conditions. The buyer agrees that Seller shall have the right to conduct extensive sales activities utilizing the common elements and any apartments still owned by Seller, including the use of model apartments, sales and management offices, and extensive sales displays and activities.

12. The buyer understands and acknowledges that the Project is located in the vicinity of Wheeler Army Airfield (the "Base"). Aircraft from the Base may fly in the proximity of or directly over the Property or the Project, military activities will be conducted on or near the Base, and such overflights and other military activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (collectively, the "Military Effects") to persons and property on or within the Property or the Project.

13. The buyer understands and acknowledges that the Project is located on or is near or adjacent to lands and easements used for or in connection with the cultivation of pineapple and diversified agricultural operations, which may include, but are not limited to, open burning, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop

dusting, water diversion, irrigation, all other activities incidental to the planting, cultivating, harvesting and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time cause surface water runoff, noise, soot, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests, and other substances and phenomena of every description (collectively, the "Agricultural Effects") to be discharged, emitted, dispersed or transmitted over and upon the Property or the Project which may bother or be a nuisance to the buyer and any person occupying or using the Property, and the buyer also acknowledges that the Hawaii Right to Farm Act (Chapter 165 of the Hawaii Revised Statutes, as amended) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance.

14. The buyer understands and acknowledges that the Project is or may be located adjacent to or in the vicinity of electric, water and other utilities and public roads and thoroughfares, including, without limitation, such things as electrical substations, high-powered electrical transmission lines, water pump stations, water tanks, reservoirs, freeways and exit ramps which may result in nuisances, such as noise and dust, disturbances or hazards (collectively, the "Utility Effects") to persons and to property on or within the Property. In recent years, concerns have been raised about possible adverse health effects of electric and magnetic fields from power lines. Seller is not insuring or guaranteeing the health of the buyer or other occupants or users of the Property and disclaims liability for personal injury, illness or any other loss or damage caused by or arising from the Utility Effects, including, without limitation, the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, or over any part of the Project.

15. The buyer understands and acknowledges that (i) the Project is or may be located adjacent to or in the vicinity of other condominium projects (including Northpointe - Phase I, Northpointe - Phase II, Northpointe Terrace - Phase I, Northpointe Terrace - Phase II) and various other construction activities, including, but not limited to, ongoing residential and related construction, proposed construction of future residential subdivisions and roads, commercial and office buildings, land development activities, one or more recreational centers and facilities, and other construction and development projects (collectively, the "Proposed Development"); (ii) construction of the Proposed Development will or may result in noise, dust, vibration and other nuisances, disturbances or hazards to the buyer and to persons and property on or within the Project, and may limit the buyer's access to the Project; (iii) when completed, traffic, lights, noise, dust, vibration and other nuisances, disturbances or hazards to persons and property on or within the Project may be generated from the Proposed Development; (iv) no representations or warranties are made by Seller, its employees or agents concerning plans, or the absence of plans, by Seller or others for future development of adjacent or nearby properties, and any plans for the future development of adjacent and nearby properties by Seller are subject to change in the sole and absolute discretion of the Seller or its successors and assigns; and (v) Seller makes no representations regarding the view from the Project or any view easements or rights, and the views from the Project are not guaranteed and may be altered, diminished, eliminated or blocked entirely by the future development of adjacent or surrounding properties.

16. The buyer agrees that, until the Board of Directors of the Association are elected at the first annual meeting of the Association, Seller will have the right to exercise all of the powers of the Association and the Board of Directors and officers of the Association, including voting. The buyer agrees that Seller will have all of the membership rights in the Association which belong to each apartment in the Project until an Apartment Deed covering such apartment is recorded.

17. Buyer acknowledges that the Declaration provides that all present and future apartment owners, tenants and occupants of apartments in the Project are subject to that certain Declaration of Covenants, Conditions and Restrictions for Mililani Town (the "Mililani Town Covenants") more particularly described in the Sales Contract. The Mililani Town Covenants provide, among other things, that the buyer automatically becomes a member of the Mililani Town Association upon issuance of the Apartment Deed to buyer, and that the buyer must pay assessments to the Mililani Town Association, as set forth in the Mililani Town Covenants.

THE BUYER AGREES THAT NO ONE (INCLUDING THE SELLER OR ANY SALESPERSON) HAS TALKED TO THE BUYER AT ALL ABOUT ANY RENTAL INCOME OR RENTAL OR SALES SERVICES FOR THE BUYER'S APARTMENT. IF THE BUYER WANTS TO RENT OR SELL THE APARTMENT, HOW THE BUYER DOES IT WILL BE UP TO THE BUYER SUBJECT TO THE RESTRICTIONS CONTAINED IN THE SALES CONTRACT. THE BUYER ALSO AGREES THAT NO ONE HAS TALKED TO THE BUYER AT ALL ABOUT INCOME FROM THE APARTMENT OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE PURCHASE OR OWNERSHIP OF THE APARTMENT OR ABOUT THE TAX EFFECTS OF BUYING THE APARTMENT.

ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ THE SALES CONTRACT IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE SALES CONTRACT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE SALES CONTRACT, AND DOES NOT ALTER OR AMEND THE SALES CONTRACT IN ANY MANNER.

B. SUMMARY OF THE SALES CONTRACT THAT WILL BE USED WHILE ORDINANCE 99-51 IS *NOT* IN EFFECT:

1. The Sales Contract provides for the number, amount and timing of payments the buyer is required to make. The Sales Contract also provides who is to receive interest earned on funds deposited with escrow.

2. The Sales Contract provides that if it is signed before a Final Condominium Public Report for the Project is issued, the Sales Contract will only be a "reservation" and will not be a binding contract unless the requirements described in Article V, Section E.1, of the Sales contract are met.

3. The apartments will be offered and sold only to eligible "Low-Moderate Income Purchasers". The term "Low-Moderate Income Purchaser" as used in Addendum "A" to the Sales Contract means an owner-occupant buyer whose income (including the income of all members of such buyer's household) does not exceed 120% of the median income (adjusted for family size) for the City and County of Honolulu, as most recently determined by the United States Department of Housing and Urban Development. The following are such income limits (as of May 1, 1999) by family size for the Project:

Family Size	Median Income (100%)	Low-Moderate Income (120%)
1	$42,280	$50,740
2	$48,320	$57,980
3	$54,360	$65,230
4	$60,400	$72,480
5	$65,230	$78,280
6	$70,060	$84,080
7	$74,900	$89,880
8	$79,730	$95,670

If Seller, or the City and County of Honolulu (acting through its Department of Planning and Permitting) (the "City") shall determine that the buyer is not a "Low-Moderate Income Purchaser", Seller shall have the right to cancel the Sales Contract at any time. If Seller cancels the Sales Contract because of the buyer's failure to qualify as a Low-Moderate Income Purchaser, Seller will tell escrow to give the buyer back all of the buyer's payments, without interest, and neither party will have any other obligations under the Sales Contract or relating to the Project. The buyer shall be responsible for the escrow cancellation fee and all other costs associated with the purchase, up to a maximum of $250.00. Buyer further understands that all of the apartments in the Project may not be sold to eligible "Low-Moderate Income Purchasers", and apartments in the Project may be sold to purchasers who do not qualify as eligible "Low-Moderate Income Purchasers".

4. The transfer of the apartment to the buyer will be made subject to (and the Apartment Deed will so provide) certain restrictions on use and transfer of the Property, including without limitation, the following:

Transfer of the apartment to the buyer shall be made subject to (a) a first option to purchase the apartment at a designated price, in favor of the City, in the event the buyer violates the covenant requiring the buyer to occupy the apartment, as more particularly described in the Apartment Deed, (b) a first option to purchase the apartment at a designated price, in favor of the City, for a period of 5 years in the event the buyer desires to transfer title to the apartment, as more particularly described in the Apartment Deed, (c) a requirement that after the end of the fifth year from the date of conveyance of the apartment to the buyer, the City shall have a right of first refusal to purchase the apartment at a designated price if the buyer decides to sell or transfer the apartment, and (d) any sale or transfer of the apartment to a party other than the City shall be made to a "qualified resident" as defined in Section 201G-112 of the Hawaii Revised Statutes.

5. Seller may (but does not have to) cancel the Sales Contract (a) if buyer has performed the "Mortgage Loan Acts" described in the Sales Contract but the buyer's loan application is rejected or not approved within sixty (60) days after application or (b) if the buyer plans to pay the total purchase price in cash but Seller is not satisfied for any reason at any time prior to closing, with the buyer's ability to make the cash payments. The Sales Contract also discloses other situations in which either the buyer or Seller may cancel the Sales Contract and what remedies the parties have if the other party defaults under the Sales Contract.

6. Seller may need to give to one or more lenders a mortgage or mortgages, security agreement or agreements, and other instruments securing repayment of loan(s) and covering the Project, including the individual apartments. All of the rights and interests which Seller gives to the lender or lenders will have priority over the buyer's rights and interests under the Sales Contract. This applies to any changes to the loan or loans or the mortgage or mortgages, security agreement or agreements, or other instruments (including, among other things, extensions, renewals and other changes). The buyer gives up and subordinates the priority of the buyer's rights and interests under the Sales Contract in favor of the rights and interests of Seller's lender until the final closing and delivery of a signed Apartment Deed to the buyer. If Seller's lender or lenders ask the buyer to do so, the buyer will sign other documents to confirm the promises and agreements mentioned above.

7. The buyer will pay for the following closing costs: all of the escrow fee, all notary fees, all appraisal fees, all recording costs, all charges for the buyer's credit report, all costs of preparing any mortgages and promissory notes, and all title insurance costs. The buyer will also pay all mortgage costs. The buyer will also pay a nonrefundable start-up fee in the amount described in Article III, Section D.1 of the Sales Contract. The start-up fee is a one-time charge at the time of sale, not a common expense, and is in addition to the normal monthly maintenance charges or fees. It will be held and used by the Seller and the first Managing Agent of the Association as a working capital fund for the benefit of all the apartment owners. The

buyer agrees that Seller does not have to pay any start-up fee for any apartment in the Project even if it is owned by Seller. Proration of maintenance charges and other common expenses, real property taxes, and Mililani Town Association assessments will be made as of the scheduled "Closing Date" set forth in the Sales Contract. The buyer will also pay the Mililani Town initiation assessment described in Article III, section D, of the Sales Contract.

8. The buyer agrees that the buyer may not transfer the Sales Contract or any of the buyer's rights or interests under the Sales Contract without first getting Seller's written consent, which consent may be withheld by Seller in its sole and absolute discretion.

9. The Seller makes the following warranties in the Sales Contract:

(a) Seller warrants that the Apartment is constructed in substantial conformity with the plans and specifications (including any amendments thereof, or changes and variations therein) and against any defects in equipment, material, or workmanship and materials of the Apartment resulting in noncompliance with standards of quality as measured by acceptable trade practices. This warranty shall continue for a period of one (1) year from the date of recordation of the conveyance of title to the original buyer of the Apartment. The Seller shall remedy, at the Seller's expense, any substantial nonconformity or such defects and shall restore any work damaged in fulfilling the terms and conditions of this warranty. Notwithstanding the generality of the foregoing, Seller's warranty shall not cover defects in any appliances or floor coverings within the Apartment. All appliances and floor coverings within the Apartment shall be covered solely by the warranties of the respective manufacturers thereof and the warranty periods of such warranties may vary.

(b) Seller has contracted or will contract with a licensed soil treatment applicator (the "Applicator") for the pre-construction soil treatment process for the control of subterranean termites and Seller will require the Applicator to warrant that if termite infestation should occur within one (1) year from the date of treatment of the building in which the Apartment is located, the Applicator will re-treat the soil under the building in which the Apartment is located using the standards in effect at the time of re-treatment. The Applicator shall further agree to repair all construction damage by subterranean termites within the one-year warranty period. Seller will transfer to Buyer any warranty from the Applicator or the Applicator shall issue the warranty directly to Buyer. Seller further agrees without incurring any legal liability, to cooperate with Buyer to have the Applicator perform all warranties for which the Applicator is responsible. Buyer understands that the Seller does not promise that the Applicator will honor his warranties.

(c) Seller's obligations under the foregoing warranties are expressly conditioned on written notification by the buyer to Seller of substantial non-conformity, defects or ground termite infestation within the warranty periods set forth above.

(d) Seller warrants against defects in equipment, material, or workmanship and materials of the common elements of the Project resulting in noncompliance with standards

of quality as measured by acceptable trade practices for a period of one (1) year from the date of original conveyance of title for the first apartment in the Project that is conveyed by Seller to one or more third parties other than the Seller and shall apply only to such instances of defects as to which the Association shall have given written notice to the Seller within said period of one (1) year.

10. The buyer understands and agrees that (i) Seller's obligation to provide landscaping within the common elements of the Project will be deemed fully satisfied upon planting of the plant materials (which need not be in full coverage and maturity) and installation of the irrigation system pursuant to Seller's landscaping plans, as the same may be amended from time to time in Seller's sole discretion; (ii) installation of the plant materials and irrigation system may be completed after the Closing Date; (iii) full maturity of the plant materials will only be reached over an extended period of time and Seller is not responsible for providing landscaping maintenance to reach full coverage and maturity; and (iv) the Association will be responsible for maintaining the landscaping after installation thereof, even if the landscaping has not reached full coverage or maturity.

11. That certain Declaration of Merger of Condominium Phases filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as now or hereafter amended (the "Declaration of Merger"), among other things, gives the Seller the right, in its sole and absolute discretion, to cause and effect an administrative merger or mergers of the Project with a condominium project or projects located or to be located on lands (or a portion or portions thereof) adjacent to or in the vicinity of the land of the Project, as part of the same incremental plan of development of the Project, such that the use of the respective common elements, the respective common expenses and the management of the respective affairs of the Project and the additional phases are shared, and the administration of the Project and the additional phases is unified under one association of apartment owners, but the ownership interests of the apartment owners in the Project and the additional phases are not altered or affected. Nothing in the Sales Contract will be deemed to require Seller to develop the additional phases or to merge the additional phases into the Project, or to prohibit Seller from dealing with any lands adjacent to or within the vicinity of the Project not merged with the Project, including without limitation, developing all or any part of such lands for purposes inconsistent with the merger of such lands into the Project.

12. The buyer agrees that construction activity by Seller or other apartment owners may continue on the Project even after the buyer occupies the apartment. This may result in noise, dust or other annoyances to the buyer and may limit the buyer's access to portions of the Project. The buyer gives up any rights or claims which the buyer might otherwise have against Seller or anyone else because of those conditions. The buyer agrees that Seller shall have the right to conduct extensive sales activities utilizing the common elements and any apartments still owned by Seller, including the use of model apartments, sales and management offices, and extensive sales displays and activities.

13. The buyer understands and acknowledges that the Project is located in the vicinity of Wheeler Army Airfield (the "Base"). Aircraft from the Base may fly in the proximity of or directly over the Property or the Project, military activities will be conducted on or near the Base, and such overflights and other military activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (collectively, the "Military Effects") to persons and property on or within the Property or the Project.

14. The buyer understands and acknowledges that the Project is located on or is near or adjacent to lands and easements used for or in connection with the cultivation of pineapple and diversified agricultural operations, which may include, but are not limited to, open burning, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop dusting, water diversion, irrigation, all other activities incidental to the planting, cultivating, harvesting and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time cause surface water runoff, noise, soot, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests, and other substances and phenomena of every description (collectively, the "Agricultural Effects") to be discharged, emitted, dispersed or transmitted over and upon the Property or the Project which may bother or be a nuisance to the buyer and any person occupying or using the Property, and the buyer also acknowledges that the Hawaii Right to Farm Act (Chapter 165 of the Hawaii Revised Statutes, as amended) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance.

15. The buyer understands and acknowledges that the Project is or may be located adjacent to or in the vicinity of electric, water and other utilities and public roads and thoroughfares, including, without limitation, such things as electrical substations, high-powered electrical transmission lines, water pump stations, water tanks, reservoirs, freeways and exit ramps which may result in nuisances, such as noise and dust, disturbances or hazards (collectively, the "Utility Effects") to persons and to property on or within the Property. In recent years, concerns have been raised about possible adverse health effects of electric and magnetic fields from power lines. Seller is not insuring or guaranteeing the health of the buyer or other occupants or users of the Property and disclaims liability for personal injury, illness or any other loss or damage caused by or arising from the Utility Effects, including, without limitation, the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, or over any part of the Project.

16. The buyer understands and acknowledges that (i) the Project is or may be located adjacent to or in the vicinity of Northpointe - Phase I, Northpointe - Phase II, Northpointe Terrace - Phase I, Northpointe Terrace - Phase II, and various other construction activities, including, but not limited to, ongoing residential and related construction, proposed construction of future residential subdivisions and roads, commercial and office buildings, land development activities, one or more recreational centers and facilities, and other construction and development projects (collectively, the "Proposed Development"); (ii) construction of the Proposed Development will or may result in noise, dust, vibration and other nuisances, disturbances or hazards to the buyer and to persons and property on or within the Project, and may limit the

buyer's access to the Project; (iii) when completed, traffic, lights, noise, dust, vibration and other nuisances, disturbances or hazards to persons and property on or within the Project may be generated from the Proposed Development; (iv) no representations or warranties are made by Seller, its employees or agents concerning plans, or the absence of plans, by Seller or others for future development of adjacent or nearby properties, and any plans for the future development of adjacent and nearby properties by Seller are subject to change in the sole and absolute discretion of the Seller or its successors and assigns; and (v) Seller makes no representations regarding the view from the Project or any view easements or rights, and the views from the Project are not guaranteed and may be altered, diminished, eliminated or blocked entirely by the future development of adjacent or surrounding properties.

17. The buyer agrees that, until the Board of Directors of the Association are elected at the first annual meeting of the Association, Seller will have the right to exercise all of the powers of the Association and the Board of Directors and officers of the Association, including voting. The buyer agrees that Seller will have all of the membership rights in the Association which belong to each apartment in the Project until an Apartment Deed covering such apartment is recorded.

18. Buyer acknowledges that the Declaration provides that all present and future apartment owners, tenants and occupants of apartments in the Project are subject to that certain Declaration of Covenants, Conditions and Restrictions for Mililani Town (the "Mililani Town Covenants") more particularly described in the Sales Contract. The Mililani Town Covenants provide, among other things, that the buyer automatically becomes a member of the Mililani Town Association upon issuance of the Apartment Deed to buyer, and that the buyer must pay assessments to the Mililani Town Association, as set forth in the Mililani Town Covenants.

THE BUYER AGREES THAT NO ONE (INCLUDING THE SELLER OR ANY SALESPERSON) HAS TALKED TO THE BUYER AT ALL ABOUT ANY RENTAL INCOME OR RENTAL OR SALES SERVICES FOR THE BUYER'S APARTMENT. IF THE BUYER WANTS TO RENT OR SELL THE APARTMENT, HOW THE BUYER DOES IT WILL BE UP TO THE BUYER SUBJECT TO THE RESTRICTIONS CONTAINED IN THE SALES CONTRACT. THE BUYER ALSO AGREES THAT NO ONE HAS TALKED TO THE BUYER AT ALL ABOUT INCOME FROM THE APARTMENT OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE PURCHASE OR OWNERSHIP OF THE APARTMENT OR ABOUT THE TAX EFFECTS OF BUYING THE APARTMENT.

ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ THE SALES CONTRACT IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE SALES

CONTRACT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE SALES CONTRACT, AND DOES NOT ALTER OR AMEND THE SALES CONTRACT IN ANY MANNER.

SUMMARY OF ESCROW AGREEMENT

Copies of the Escrow Agreement dated January 24, 2000, between the Seller and Title Guaranty Escrow Services, Inc., have been submitted to the Real Estate Commission and are available for inspection in the Seller's Sales Office. The Escrow Agreement, among other things, covers in more detail the following items:

1. All monies received by Escrow under the Escrow Agreement will be deposited within a reasonable time of their receipt by Escrow and in reasonably convenient and practical sums in a special account or accounts with a federally insured bank or savings and loan association in Honolulu, Hawaii. The accounts must provide for interest at the prevailing interest rate, and all interest paid on the accounts will belong to Seller.

2. Disbursements from the Buyer's escrow fund shall be made by Escrow in accordance with the respective sales contracts upon the direction of Seller.

NOTE: ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ THE ESCROW AGREEMENT AND ALL AMENDMENTS IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE ESCROW AGREEMENT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE ESCROW AGREEMENT, AND DOES NOT ALTER OR AMEND THE ESCROW AGREEMENT IN ANY MANNER.

INFORMATION RE: ORDINANCE 99-51

In order to obtain zoning necessary for the development of the Project, the Developer agreed with the City and County of Honolulu (the "City") that the apartments would be offered and sold only to buyers who met certain income and other eligibility requirements, and who agreed to be owner-occupants for a certain period of time. The Developer also agreed that the apartments would be owned subject to various re-purchase options in favor of the City. On August 5, 1999, the City enacted Ordinance 99-51. A copy of Ordinance 99-51 is on file at the Developer's sales office. Ordinance 99-51 suspends, for an initial period of two years, the income and other eligibility requirements, and also the City's repurchase rights. As long as Ordinance 99-51 remains in effect, apartments may be offered and sold to anyone who agrees to be an owner-occupant for a certain length of time.

The Developer has filed with the Real Estate Commission two different forms of Deposit Receipt, Reservation and Sales Agreement (hereinafter, "Sales Contract") and two different forms of Apartment Deed. One form of Sales Contract and Apartment Deed will be used while Ordinance 99-51 remains in effect, and the other form(s) will be used if and when Ordinance 99-51 is repealed or is otherwise no longer in effect. Exhibit "J" to this Public Report summarizes each of the forms of Sales Contract. The following summary explains how the forms of Sales Contract differ.

INCOME ELIGIBILITY

WHILE ORDINANCE 99-51 REMAINS IN EFFECT, the City will impose no restrictions regarding the income of otherwise qualified purchasers.

IF ORDINANCE 99-51 IS TERMINATED OR REPEALED, the apartments will be offered and sold only to eligible "Low-Moderate Income Purchasers". The term "Low-Moderate Income Purchaser" as used in Addendum "A" to the Sales Contract means an owner-occupant buyer whose income (including the income of all members of such buyer's household) does not exceed 120% of the median income (adjusted for family size) for the City and County of Honolulu, as most recently determined by the United States Department of Housing and Urban Development. The following are such income limits (as of May 1, 1999) by family size for the Project:

Family Size	Median Income (100%)	Low-Moderate Income (120%)
1	$42,280	$50,740
2	$48,320	$57,980
3	$54,360	$65,230
4	$60,400	$72,480
5	$65,230	$78,280
6	$70,060	$84,080
7	$74,900	$89,880
8	$79,730	$95,670

If the Developer or the City shall determine that the buyer is not a "Low-Moderate Income Purchaser", the Developer shall have the right to cancel the Sales Contract at any time. If the Developer cancels the Sales Contract because of the buyer's failure to qualify as a Low-Moderate Income Purchaser, the Developer will tell escrow to give the buyer back all of the buyer's payments, without interest, and neither party will have any other obligations under the Sales Contract or relating to the Project. The buyer shall be responsible for the escrow cancellation fee and all other costs associated with the purchase, up to a maximum of $250.00. Buyer further understands that all of the apartments in the Project may not be sold to eligible "Low-Moderate Income Purchasers", and apartments in the Project may be sold to purchasers who do not qualify as eligible "Low-Moderate Income Purchasers".

RESTRICTIONS ON USE AND TRANSFER

WHILE ORDINANCE 99-51 REMAINS IN EFFECT, the transfer of the apartment to the buyer will be made subject to (and the Apartment Deed will so provide) certain restrictions on use and transfer of the Property, including without limitation, the following:

The apartment will be the buyer's primary residence for at least one (1) year after the recordation of the Apartment Deed (the "Occupancy Period"), for the buyer's own occupancy and use and not for resale or transfer. In addition, during the Occupancy Period, the buyer shall not transfer the apartment; provided, however, that the buyer shall be permitted to make the following transfers ("Permitted Transfers"): (i) the mortgaging of the Property by the buyer to an institutional lender duly authorized to conduct business in the State of Hawaii for the purpose of obtaining and securing financing for the purchase of the apartment; (ii) any such mortgagee's foreclosure upon the lien of its mortgage or acceptance of a deed for the apartment in lieu of foreclosure; (iii) a transfer of the apartment pursuant to a foreclosure of any mortgage permitted under subsection (i) above; (iv) a transfer to the surviving joint tenant or tenant by the entirety by devise, through the laws of descent or by operation of law on the death of a joint tenant or tenant by the entirety; (v) a transfer by devise or through the laws of descent to a family member; (vi) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the buyer's spouse becomes an owner of the apartment; or (vii) a transfer into an inter vivos trust in which the buyer is and remains the primary beneficiary and the buyer continues to occupy and use the apartment. If a mortgagee or other person should become the owner of the apartment pursuant to a Permitted Transfer of the type described in subsections (ii) or (iii) above, the transferee and all successors and assigns shall take title to the apartment free and clear of the foregoing restrictions and provisions.

IF ORDINANCE 99-51 IS TERMINATED OR REPEALED, the transfer of the apartment to the buyer will be made subject to (and the Apartment Deed will so provide) certain restrictions on use and transfer of the Property, including without limitation, the following:

Transfer of the apartment to the buyer shall be made subject to (a) a first option to purchase the apartment at a designated price, in favor of the City, in the event the buyer violates the covenant requiring the buyer to occupy the apartment, as more particularly described in the Apartment Deed, (b) a first option to purchase the apartment at a designated price, in favor of the City, for a period of 5 years in the event the buyer desires to transfer title to the apartment, as more particularly described

in the Apartment Deed, (c) a requirement that after the end of the fifth year from the date of conveyance of the apartment to the buyer, the City shall have a right of first refusal to purchase the apartment at a designated price if the buyer decides to sell or transfer the apartment, and (d) any sale or transfer of the apartment to a party other than the City shall be made to a "qualified resident" as defined in Section 201G-112 of the Hawaii Revised Statutes.