

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Spector Development, Ltd.
Address 141 Poloke Place, Honolulu, Hawaii 96822

Project Name (*): MANGO LANE CONDOMINIUM PROPERTY REGIME
Address: 45-906 & -912 Waialele Road/45-103 Waikapoki Road, Kaneohe, Hawaii 96744

Registration No. 4464

Effective date: March 16, 2001
Expiration date: April 16, 2002

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports: Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

PRELIMINARY: (yellow)

The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.

X FINAL: (white)

The developer has legally created a condominium and has filed complete information with the Commission.

- No prior reports have been issued.
[X] 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
This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report

Not Required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the developer.

Changes made are as follows:

1. The project real estate broker has moved its business offices. Its business address is now 4400 Kalaniana'ole Highway, Suite C21, Honolulu, Hawaii 96821.
2. Prospective purchasers are referred to the revised floor plan, which shows changes to the layout of the apartments. Apartment A is now an apartment with a living area of 1,640 square feet, a 320 square foot lanai, and a 400 square foot garage. Apartments B and C are now apartments each with a living area of 1,640 square feet, a 200 square foot lanai, and a 400 square foot garage. Each apartment will have an appurtenant common interest of 33-1/3%.
3. The projected amount of the construction loan for the project has been reduced from \$750,000 to \$500,000.
4. The estimated date of completion has been extended to July 31, 2001.
5. Each apartment shall have its own propane facilities. As a result, the propane distribution system has been removed from the project and will not be a common element of the project.
6. The metes and bounds description of the boundaries of the yards that are appurtenant to the apartments as limited common elements has been corrected to correspond with the depiction of those boundaries on the condominium map. NOTE: the metes and bounds descriptions are provided solely to augment the lines delimiting these areas on the condominium map. The three areas are not separate subdivided lots.
7. The following provision has been added to the Bylaws:

(f) No apartment owner or occupant shall without the written approval of the Board of Directors paint or otherwise modify the color of the exterior of his apartment, or modify the exterior of his apartment so as to deviate substantially from the architectural style of the project.

In connection with this modification, the Declaration no longer permits apartment owners to amend the declaration unilaterally, i.e., without the consent of the Board of Directors, when the apartment owner alters the exterior of the apartment.

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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: Spector Development, Ltd. Phone: (808) 949-0579
Name* 141 Poloke Place (Business)
Business Address Honolulu, Hawaii 96822

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):

Elizabeth Spector, President & Treasurer
Pamela Spector, Vice-President
William H. Gilardy, Jr., Secretary

Real Estate Broker*: All Islands, Inc., dba Phone: (808) 735-7888
Century 21 All Islands (Business)
Name 4400 Kalaniana'ole HIGHWAY, Ste C21
Business Address Honolulu, Hawaii 96821

Escrow: Hawaii Escrow & Title, Inc. Phone: (808) 532-2977
Name 700 Bishop Street, Suite 1600 (Business)
Business Address Honolulu, Hawaii 96813

General Contractor*: Reef Development of Hawaii, Inc. Phone: (808) 488-1228
Name 99-930 Iwaena Street #107B (Business)
Business Address Aiea, Hawaii 96701

Condominium Managing Agent*: self-managed by the Association Phone: _____
Name _____ (Business)
of Apartment Owners
Business Address _____

Attorney for Developer: Michiro Iwanaga Phone: (808) 523-9833
Name BURKE, SAKAI, McPHEETERS, (Business)
BORDNER, IWANAGA & ESTES
Business Address 737 Bishop Street, Suite 3100
Honolulu, Hawaii 96813

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

**II. CREATION OF THE CONDOMINIUM;
CONDOMINIUM DOCUMENTS**

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

- A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

- Proposed
 Recorded - Bureau of Conveyances: Document No. _____
Book _____ Page _____
 Filed - Land Court: Document No. 2678288

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

- B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

- Proposed
 Recorded - Bureau of Conveyances Condo Map No. _____
 Filed - Land Court Condo Map No. 1390

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

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

The Bylaws for this condominium are:

- Proposed
 Recorded - Bureau of Conveyances: Document No. _____
Book _____ Page _____
 Filed - Land Court: Document No. 268289

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

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

The House Rules for this condominium are:

- Proposed Adopted 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%	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	-	<u>N/A</u>

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

2. **Developer:**

- No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.
- Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

The Declaration provides that:

Notwithstanding any other provisions hereof, Developer expressly reserves the right to successively amend this Declaration without the consent or joinder of persons then owning or leasing the apartments, (i) by filing an amendment to this Declaration pursuant to the provisions of Section 514A-12 of the Act after completion of the improvements described herein, by attaching to such amendment a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built; (ii) as may be required by law, the Real Estate Commission of the State of Hawaii, any title insurance company issuing a title insurance policy on the project, or any institutional lender lending funds on the security of the project or any of the apartments thereof.

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: 45-906 Waialele Road/45-103 Waikapoki
Road, Kaneohe, Hawaii 96744 Tax Map Key (TMK): (1) 4-5-11-6

Address TMK is expected to change because _____

Land Area: .603 square feet acre(s) Zoning: R-4

Fee Owner: Spector Development, Ltd.

Name
141 Poloke Place

Address
Honolulu, Hawaii 96822

Lessor: Not applicable

Name

Address

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 3 Floors Per Building: 1

Exhibit A contains further explanations.

3. **Principal Construction Material:**

Concrete Hollow Tile Wood

Other structural steel and gypsum board

4. **Uses Permitted by Zoning:**

	No. of <u>Apts.</u>	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>3</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

Yes No

5. Special Use Restrictions:

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

Pets: See Bylaws Article V, Section 3(e)

Number of Occupants: _____

Other: The apartments may be rented for residential purposes but they may not be used for transient or vacation rentals.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: _____ Stairways: _____ Trash Chutes: _____

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
A	1	3/2	1,640	320/400	lanai/garage
B/C	2	3/2	1,640	200/400	lanai/garage
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 3

* 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:

Each single-family dwelling constitutes a separate apartment.

Permitted Alterations to Apartments:

See attached page 11a.

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of residential apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has not elected to provide the information in a published announcement or advertisement.

Permitted Alternations to Apartments:

Section 4.02 of the Declaration provides that:

An apartment owner shall have the right to make additions or modifications to the dwelling constituting his apartment, including, altering the footprint, dimensions, and square footage of the dwelling, and to erect fences and walls along the perimeter of the yard constituting limited common elements appurtenant to his apartment, subject, however, to all other terms of this Declaration, to all building codes, zoning restrictions, and other ordinances, rules and regulations, statutes, and laws, including laws relating to nuisances, and provided that the apartment owner has obtained all required consents of his mortgagees of record. The Association may require the apartment owner to provide satisfactory evidence that he has complied with the requirements of this Declaration.

11. Conformance to Present Zoning Code

- a. 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.

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

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

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

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

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

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

described in Exhibit B .

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit C.

as follows:

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

described in Exhibit _____.

as follows:

<u>Apartment</u>	<u>Common Interest</u>
A	33-1/3%
B	33-1/3%
C	33-1/3%

- 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 D describes the encumbrances against the title contained in the title report dated January 24, 2001 and issued by Hawaii Escrow & Title, Inc.

Blanket Liens:

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

- There are no blanket liens affecting title to the individual apartments.
- 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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
first mortgage	The buyer would be unable to complete the purchase of the apartment. Any deposit would be refunded to the buyer by escrow.

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:

The general contractor's warranty against defects in materials and workmanship will be assigned to buyer.

2. Appliances:

Manufacturers' warranties will be assigned to the buyer.

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

July 31, 2001 is the estimated date of completion for Apartments A, B and C.

H. **Project Phases:**

The developer 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):

IV. CONDOMINIUM MANAGEMENT

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

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

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

- not affiliated with the Developer
- self-managed by the Association of Apartment Owners
- the Developer or 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 E contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

C. **Utility Charges for Apartments:**

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

- None
- Electricity (___ Common Elements only ___ Common Elements & Apartments)
- Gas (___ Common Elements only ___ Common Elements & Apartments)
- Water
- Sewer
- Television Cable
- Other _____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

- Notice to Owner Occupants
- Specimen Sales Contract
Exhibit F contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated June 20, 2000
Exhibit G contains a summary of the pertinent provisions of the escrow agreement.
- Other _____

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

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

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

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

This Public Report is a part of Registration No. 4464 filed with the Real Estate Commission on July 21, 2000.

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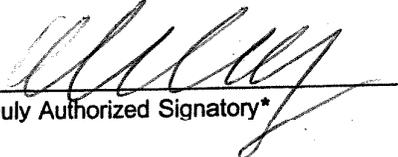
C. **Additional Information Not Covered Above**

Pursuant to sections 16-99-3(g) and 16-99-11(d), Hawaii Administrative Rules ("HAR"), prospective purchasers are hereby advised that Developer/Owner(s), Elizabeth M. Spector, RS 45410, is a current and active Hawaii-licensed real estate salesperson. Furthermore, that Elizabeth M. Spector is a salesperson for All Islands, Inc., the project broker. Pursuant to section 16-99-11(c), HAR, "(n)o licensee shall be allowed to advertise 'For Sale by Owner', 'For Rent by Owner', 'For Lease by Owner', 'For Exchange by Owner'."

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. 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.

SPECTOR DEVELOPMENT, LTD.

Printed Name of Developer

By: 
Duly Authorized Signatory*

MAR 14 2001

Date

WILLIAM H. GILARDY, JR., Assistant Secretary

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City & County of Honolulu

Planning Department, City & 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.**

EXHIBIT A

The project is comprised of three single family dwellings each constituting an apartment.

Apartment A is the dwelling containing entry way, family kitchen area, living room, master bedroom, closet and master bathroom, bathroom, two other bedrooms, loft, lanai deck, and double carport for a total square footage of 2232.

Apartments B and C are the dwellings, each of which contain an entry way, dining and kitchen area, living room, master bedroom, closet and master bathroom, bathroom, two other bedrooms, loft, lanai deck, and double carport for a total square footage of 2232.

The apartments shall have appurtenant thereto the following common interests:

Apartment	Common Interest
A	33-1/3%
B	33-1/3%
C	33-1/3%

Note: The Declaration requires the Association of Apartment Owners to obtain insurance against loss or damage of the common and limited common elements as a result of fire and other hazards. Nevertheless, each dwelling is considered a separate apartment and is not a common or limited common element of the project. As a result, apartment owners should consider purchasing their own insurance against fire and other hazards.

EXHIBIT B

The Declaration provides that:

One freehold estate is hereby designated in all of the remaining portions and appurtenances of the project, herein called the "common elements," which, except as expressly made part of an apartment, includes:

(5.01) The land in fee simple;

(5.02) All yards and driveways and the mango trees located on the project and shown on the Condominium Map;

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

EXHIBIT C

The rectangular yard and driveway areas underlying or surrounding each dwelling constitute limited common elements appurtenant to the particular dwelling. The perimeter of these limited common areas are described in further detail below.

Underground pipes and facilities serving an apartment for water and sewer are limited common elements appurtenant to that apartment.

Furthermore, any fences or walls erected pursuant to section 4.02 of this Declaration are limited common elements appurtenant to the subject apartment.

Description of Yard and Driveway Areas and Area Underlying Apartment

Note: The following metes and bounds descriptions are provided solely to augment the lines delimiting these areas on the Condominium Map. The three areas are not separate subdivided lots.

For Apartment A:

ALL that certain piece or parcel of land being a portion of Lot 13 as shown on Map 1 of Land Court Application 1196 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and being a portion of the land described in Owner's Transfer Certificate of Title No. 551624 issued to Spector Development, Ltd.

Situate at Kaneohe, Koolaupoko, Oahu, Hawaii.

Beginning at the south corner of this parcel of land, the same being the east corner of Lot 12 of Land Court Application 1196 and on the northerly side of Waikapoki Road and thence running by azimuths measured clockwise from true South:

1. 145° 08' 81.60 feet along Lot 12, Land Court Application 1196;
2. 235° 08' 126.2 feet along the remainder of Lot 13, Land Court Application 1196;
3. 325° 08' 81.12 feet along the westerly side of Wailele Road;
4. 54° 54' 30" 126.24 feet along the northerly side of Waikapoki Road to the point of beginning and containing an area of 10,272 square feet, as per survey prepared by James R. Thompson, Licensed Professional Land Surveyor.

SUBJECT, HOWEVER, TO a 10.5 Ft. Road Widening Setback along Wailele Road, a 30-Ft. Corner Rounding Setback at the west corner of the intersection of Wailele Road and Waikapoki Road and a 6-Ft. Road Widening Setback along Waikapoki Road

For Apartment B:

ALL that certain piece or parcel of land being a portion of Lot 13 as shown on Map 1 of Land Court Application 1196 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and being a portion of the land described in Owner's Transfer Certificate of Title No. 551624 issued to Spector Development, Ltd.

Situate at Kaneohe, Koolaupoko, Oahu, Hawaii.

Beginning at the south corner of this parcel of land and on the easterly boundary of Lot 12 of Land Court Application 1196 the direct azimuth and distance from the south corner of Lot 13 and the east corner of Lot 12 of Land Court Application 1196 being 145° 08' 81.60 feet and thence running by azimuths measured clockwise from true South:

1. 145° 08' 63.37 feet along Lot 12, Land Court Application 1196;
2. 235° 08' 126.24 feet along the remainder of Lot 13, Land Court Application 1196;
3. 325° 08' 63.37 feet along the westerly side of Waialele Road;
4. 55° 08' 126.24 feet along the remainder of Lot 13, Land Court Application 1196 to the point of beginning and containing an area of 8,000 square feet, as per survey prepared by James R. Thompson, Licensed Professional Land Surveyor.

SUBJECT, HOWEVER, TO a 10.5 - Ft. Road Widening Setback along Waialele Road.

For Apartment C:

ALL that certain piece or parcel of land being a portion of Lot 13 and all of Lot 14 as shown on Map 1 of Land Court Application 1196 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and being a portion of the land described in Owner's Transfer Certificate of Title No. 551624 issued to Spector Development, Ltd.

Situate at Kaneohe, Koolaupoko, Oahu, Hawaii.

Beginning at the south corner of this parcel of land and on the easterly boundary of Lot 12 of Land Court Application 1196 the direct azimuth and distance from the south corner of Lot 13 and the east corner of Lot 12 of Land Court Application 1196 being 145° 08' 144.97 feet and thence running by azimuths measured clockwise from true South:

1. 145° 08' 63.37 feet along Lot 12, Land Court Application 1196-
2. 235° 08' 126.24 feet along Lot 15-A, Land Court Application 1196 and along Waialele Road;
3. 325° 08' 63.37 feet along the westerly side of Waialele Road;
4. 55° 08' 126.24 feet along the remainder of Lot 13, Land Court Application 1196 to the point of beginning and containing an area of 8,000 square feet, as per

survey prepared by James R. Thompson,
Licensed Professional Land Surveyor.

SUBJECT, HOWEVER, TO a 10.5 - Ft. Road Widening Setback along
Waialele Road.

EXHIBIT D

The property underlying the project is subject to the following encumbrances:

1. For real property taxes due and owing, reference is made to the Director of Finance, City and County of Honolulu.
2. Easement for free flowage of water in all streams and auwais in favor of all persons entitled thereto.
3. Mortgage in favor of a financial institution doing business in the State of Hawaii in an amount not exceeding \$750,000.
4. A 10.5 ft. road widening setback along Wailele Road, a 30-ft. corner rounding setback at the west corner of the intersection of Wailele Road and Waikapoki Road and a 6-ft. road widening setback along Waikapoki Road.
5. Matters as shown on Condominium Map No. 1390, filed in the Office of the Assistant Registrar of the Land Court.
6. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions, easements and by-laws, as set forth in the Declaration of Condominium Property Regime dated January 12, 2001, filed as Document No. 2678289, in the Office of the Assistant Registrar of the Land Court.
7. By-Laws of the Association of Apartment Owners of Mango Lane dated January 12, 2001, filed as Document No. 2678289, in the Office of the Assistant Registrar of the Land Court.
8. Any and all easements encumbering the apartment herein mentioned, and/or the common interest appurtenant thereto, as created by or mentioned in said Declaration, and/or in said Apartment Deed, and/or as delineated on said Condominium Map.

EXHIBIT E
Estimate of Initial Maintenance Fees
and
Estimate of Maintenance Fee Disbursements

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>
A	\$14.66 x 12 = \$175.92
B	\$11.42 x 12 = \$137.04
C	\$11.42 x 12 = \$137.04

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

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning

Electricity

common elements only

common elements and apartments

Elevator

Gas

common elements only

common elements and apartments

Refuse Collection

Telephone

Water and Sewer

Maintenance, Repairs and Supplies

Building

Grounds

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance

\$12.50 x 12 = \$150

Reserves(*)

Taxes and Government Assessments

Audit Fees

\$25.00 x 12 = \$300

Other

TOTAL

I, WILLIAM H. GILARDY, JR., as agent for/and/or employed by Spector Development, Ltd., the condominium managing agent/developer for the Mango Lane condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Signature

MAR 14 2001
Date

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

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

Explanation of Reserves

The Developer has not conducted a reserve study in accordance with section 514A-83.6, Hawaii Revised Statutes, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules. The single-family dwellings constitute separate apartments. The yards and driveways are limited common elements appurtenant to the respective apartments. The only common element is the propane distribution equipment, which the project architect has certified as having a useful life in excess of twenty years. As a result, the propane distribution system is exempt from reserve requirements.

EXHIBIT F
Summary of Terms of Sales Contract

Binding Effect. The sales contract will become binding after buyer have received the Final Public Report for the project, buyer has signed a receipt for that report, and buyer has signed a written waiver of his or her rights to rescind the purchase. The sales contract will also become binding if the buyer does not execute a receipt and waiver within thirty days after receipt of the Final Public Report and has not notified the seller of the decision to cancel in a timely fashion as provided by law.

Payments. The sales contract provides for three payments. Payment A is the deposit payable upon the execution of the contract. Payment B becomes payable within thirty days after the buyer has been given notice of seller's acceptance of the contract. Payment C is the balance of the purchase price and is payable at closing.

Closing. If seller accepts the sales contract more than forty-five days before the project architect has certified that the apartment is ready for occupancy, the closing date will be selected by seller. The date selected will be within sixty days after the certificate of occupancy is issued. Buyer will be given written notice of that date of closing. By mutual agreement of the seller and buyer, a different closing date may be chosen, but in no event more than ninety days after seller accepts the contract.

Preclosing. The sales contract allows the seller to "pre-close," sixty days before the estimated date of closing. Pre-closing entails execution of the documents needed to close the sale and making that portion of Payment C that is not being financed through a mortgage lender.

Other Matters.

The risk of loss passes to the buyer upon closing.

The seller makes no warranties, express or implied, with respect to the apartment, common elements, or anything installed in or upon the premises. In particular, the seller makes no warranties of merchantability or fitness for particular purpose. Nevertheless, standard contractors' and manufacturers' warranties will be assigned without recourse to the buyer.

Remedies.

In the event of default by the buyer or seller, the non-defaulting party will have the rights available under general contract principles for breach of contract. The sales contract also expressly states that seller's remedies may include (1) termination of the contract, (2) retention of all payments then to date by the buyer, plus interest, as liquidated damages, and (3) damages as provided by law in lieu of liquidated damages.

THIS IS MERELY A BRIEF SUMMARY OF THE TERMS OF THE SALES CONTRACT. YOU ARE ADVISED TO READ THE SALES CONTRACT FOR FULL DETAILS.

EXHIBIT G
Summary of Terms of Escrow Agreement

Under the terms of the escrow agreement Hawaii Escrow & Title, Inc., 700 Bishop Street, Suite 1600, Honolulu, Hawaii 96813, will serve as escrow agent for the sales transaction.

As the escrow agreement indicates, the buyer's funds will not be used to finance construction.

The buyer's funds will be held by escrow and no interest will accrue on those funds.

Sections 3.02 and 3.03 of the escrow agreement govern the disbursement of funds to the developer. Section 3.02 provides that unless a refund is due the buyer under Section 3.04 of the escrow agreement, the buyer's funds will be disbursed to the seller either at closing or upon the seller's certification in writing that the buyer has defaulted under the terms of the sales contract and failed to cure such default after five (5) days of receipt of written notice of default. Section 3.03 sets forth the conditions that must be satisfied before the seller is entitled to disbursements out of escrow. Those conditions include, but are not limited to, receipt by escrow of a copy of the final public report issued by the Real Estate Commission and of a receipt and notice signed by the buyer more than 48 hours beforehand.

Section 3.04 sets forth the conditions under which a refund of the buyer's funds must be made. Only one of the conditions in the escrow agreement (condition (a)) can apply because the final public report will issue without any prior preliminary report and because no funds will be solicited until after the final public report has issued. Under condition (a) a refund must be made if the buyer has so requested and the seller authorizes the refund.

THIS IS MERELY A BRIEF SUMMARY OF THE TERMS OF THE ESCROW AGREEMENT. YOU ARE ADVISED TO READ THE ESCROW AGREEMENT FOR FULL DETAILS.