

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer School Street Associates
Address 212 Merchant Street, Suite 330, Honolulu, Hawaii 96813
Project Name(\*): Mango Hills (This report covers Apartments 1 and 2)
Address: 2506 North School Street, Honolulu, Hawaii 96819

Registration No. 4519 (Conversion) Effective date: September 20, 2001
Expiration date: October 20, 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: specifically the Preliminary Public Report for Reg. No. 4519, dated December 5, 2000, but only as it relates to Apartments 1 and 2 of the Project; said Preliminary Public Report is still applicable as it relates to Apartments 3 through 10
[ ] 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

**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. The "last public report" for recipients of this Final Public Report is the Preliminary Public Report for Mango Hills, dated December 5, 2000, Reg. No. 4519.

No prior reports have been issued by the developer.

Changes made are as follows:

1. Separate Final Public Report. As contemplated in the Preliminary Public Report for Mango Hills (Reg. No. 4519), which covered Apartments 1 and 2 of the Project and still covers Apartments 3 through 10 of the Project, and as expressly disclosed on page 16 of that Preliminary Public Report, the Developer has decided to obtain this separate Final Public Report covering just Apartments 1 and 2. This allows the Developer to enter into binding sales contracts and close sales with respect to Apartments 1 and 2. The Developer intends, at a later date, to apply for a Final Public Report covering just Apartments 3 through 10 (which have not yet been built). Despite the two separate final public reports, the 10 apartments will still be part of the same condominium project, subject to the same Condominium Declaration and Bylaws and controlled by the same association of apartment owners. **Again, this Final Public Report covers only Apartments 1 and 2 and, accordingly, sales of those apartments are covered herein.**
2. Carport for Apartment 2. Apartment 2 has a carport.
3. Parking Stalls. Apartment 1 and Apartment 2 will each have three appurtenant parking stalls.
4. Setback Violation Cured. The Preliminary Public Report noted that the Developer had been informed by the Planning Department of the City and County of Honolulu that a stairway serving Apartment 1 extended into the 5-foot side yard setback. The Developer has cured this violation.
5. Access to Future Development Apartment. Access between the Future Development Apartment and North School Street shall be over the 12-foot wide Common Element Driveway Easement, which runs along the north and east sides of the Private Yard Area appurtenant to Apartment 1, as shown on the Condominium Map. (The Driveway Easement shall also provide access to and from North School Street for Apartments 1 and 2.)

**SPECIAL ATTENTION SHOULD BE GIVEN TO THE ADDITIONAL INFORMATION (PAGES 20, 20A AND 20B) AND THE SUMMARY OF RIGHTS RESERVED TO THE DEVELOPER (EXHIBIT "I")**

SPECIAL ATTENTION

.....  
Mango Hills is a CONDOMINIUM PROJECT, not a subdivision. The Private Yard Area immediately appurtenant to each apartment is a LIMITED COMMON ELEMENT appurtenant to the apartment and is not a legally subdivided lot. The dotted lines on the Condominium Map bounding such limited common element Private Yard Areas are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

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

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.  
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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 owner/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 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: School Street Associates Phone: (808) 524-3551
Name\* (Business)
212 Merchant Street, Suite 330
Business Address
Honolulu, Hawaii 96813

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):

2506 School Street, Inc.
Eric Smith (President and Treasurer)
John Foti (Vice President and Secretary)

Real Estate Broker\*: Island Heritage Realty, Inc. Phone: (808) 941-7773
Name (Business)
1400 Kapiolani Blvd., Suite A-1
Business Address
Honolulu, Hawaii 96814

Escrow: Old Republic Title & Escrow of Hawaii Phone: (808) 566-0100
Name (Business)
733 Bishop Street, Suites 2600 and 2700
Business Address
Honolulu, Hawaii 96813

General Contractor\*: Not Applicable Phone:
Name (Business)
Business Address

Condominium Managing Agent\*: Self-managed by Association of Apartment Owners Phone:
Name (Business)
Business Address

Attorney for Developer: Case Bigelow & Lombardi Phone: (808) 547-5400
(David F. Andrew) (Business)
Name
737 Bishop Street, Suite 2600
Business Address
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. 2001-129533  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court Document Number \_\_\_\_\_

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

First Amendment to Declaration of Condominium Property Regime of Mango Hills and Amendment to Condominium Map No. 3324, dated September 4, 2001, recorded as Document No. 2001-141446.

- 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 Condominium Map No. 3324  
 Filed - Land Court Condominium Map No. \_\_\_\_\_

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

First Amendment to Declaration of Condominium Property Regime of Mango Hills and Amendment to Condominium Map No. 3324, dated September 4, 2001, recorded as Document No. 2001-141446.

- 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. 2001-129534  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court Document Number \_\_\_\_\_

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:

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

[See Exhibit I to this public report]

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 Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

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

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

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

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

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

For Sub-leaseholds:

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

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

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

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

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

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

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

[ ] Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

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

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

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

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

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

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

**B. Underlying Land:**

Address: 2506 North School Street Tax Map Key: (1) 1-3-11:78  
Honolulu, Hawaii 96813 (TMK)

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

Land Area: 46,857\*  square feet  acre(s) Zoning: R-5

\*Note: Apt. 1 and 2 project area equals 8,580 square feet of total 46,857 square feet.

Fee Owner: School Street Associates  
 Name  
212 Merchant Street, Suite 330  
 Address  
Honolulu, Hawaii 96813

Lessor: N/A  
 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: two Floors Per Building one  
 Exhibit A contains further explanations.

3. Principal Construction Material:  
 Concrete  Hollow Tile  Wood  
 Other steel, glass and other building materials

4. Uses Permitted by Zoning:

	<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>		<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>2</u>	[X] Yes [ ] No	<input type="checkbox"/> Ohana	_____	[ ] Yes [ ] No
<input type="checkbox"/> Commercial	_____	[ ] Yes [ ] No	<input type="checkbox"/> Industrial	_____	[ ] Yes [ ] No
<input type="checkbox"/> Mix Res/Comm	_____	[ ] Yes [ ] No	<input type="checkbox"/> Agricultural	_____	[ ] Yes [ ] No
<input type="checkbox"/> Hotel	_____	[ ] Yes [ ] No	<input type="checkbox"/> Recreational	_____	[ ] Yes [ ] No
<input type="checkbox"/> Timeshare	_____	[ ] Yes [ ] No	<input type="checkbox"/> Other: _____	_____	[ ] Yes [ ] 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 No pets or other animals permitted; provided that the board may authorize the keeping by owners of parakeets, canaries, aquarium fish, two cats and two dogs, subject to limitations as set forth in the Bylaws  
 Number of Occupants: \_\_\_\_\_  
 Other: Apartments shall be used for residential purposes only; no "transient vacation rentals" permitted.  
 There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

<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>
<u>1</u>	<u>1</u>	<u>3/1</u>	<u>836</u>	<u>200</u>	<u>Carport</u>
<u>2</u>	<u>1</u>	<u>3/1</u>	<u>836</u>	<u>200</u>	<u>Carport</u>
Total Number of Apartments			<u>2</u>		

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

The floor areas shown are approximate only.

**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.** The areas of the apartments are likely to vary somewhat. Even apartments of the same type may differ in their actual areas. The Developer makes no representations or warranties as to the floor area of any particular apartment.

**Boundaries of Each Apartment:** Each Apartment includes, but is not limited to, the footings or slab, if any, on which it is constructed, the carport (or covered parking stall), if any, deck areas, if any, and lanai areas, if any, the exterior walls and roof, all interior walls, floors, ceilings, columns and partitions, and the finished surfaces thereof, the doors and door frames, windows and window frames, the air space within the perimeters of the Apartment, all fixtures originally installed in the Apartment, and all pipes, plumbing (including water heaters), wires, conduits and other utility or service lines and facilities servicing only the Apartment. Each Apartment shall not include any pipes, shafts, wires, conduits or other utility or service lines running through such Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as provided in the condominium declaration.

**Permitted Alterations to Apartments:**

**SEE EXHIBIT "B"**

**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. Developer has elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 6

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)*	<u>2</u>	<u>4</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>6</u>
Guest	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Unassigned	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Extra for Purchase	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Other	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Total Covered & Open:	<u>6</u>	<u>      </u>	<u>0</u>	<u>      </u>	<u>0</u>	<u>      </u>	<u>6</u>

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

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

\*Each apartment will have the exclusive use of three parking stalls, one covered and two open.

Commercial parking garage permitted in condominium project.

Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities.

There are no recreational or common facilities.\*

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute/Enclosure(s)

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

\*Although Apartments 1 and 2 do not currently have any common facilities, see Page 20a of this Report for information on the Private Park that would become a common facility when and if Apartments 3 through 10 are added to the Project.

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

There are no violations.

Violations will not be cured.

Violations and cost to cure are listed below:

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

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations  
(For conversions of residential apartments in existence for at least five years):

Both Apartments 1 and 2 have been in existence for at least five years. No representations of any kind are made as to the expected useful life of the structural components and mechanical and electrical installations material to the use and enjoyment of Apartments 1 and 2. Developer is conveying Apartments 1 and 2 in "as is" condition. Apartments 1 and 2 may be in need of substantial maintenance and repairs. Buyers of those apartments are advised to carefully inspect the apartments to determine the scope and cost of any required maintenance and repairs.

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:

\*NOTE: The Project is subject to a Cluster Housing Permit (Findings of Fact, Conclusions of Law, and Decision and Order (File No. 2000/CL-1) dated July 3, 2000, issued by the Department of Planning and Permitting of the City and County of Honolulu (the "Planning Department"), captioned "In the Matter of the Application of School Street Associates for a Cluster Housing Permit". The Cluster Housing Permit was modified by letters from the Planning Department dated December 27, 2000 and June 6, 2001. See page 20 of this Report for more information on the Cluster Housing Permit and its effect on the Project. A copy of the Cluster Housing Permit and its modification letters are on file with the Real Estate Commission and are available for review by buyers.

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

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

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

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

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

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

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

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

described in Exhibit   C  .

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 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:

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

as follows: Apartment 1 - 10%; Apartment 2 - 10% (The Future Development Apartment has an undivided common interest of 80%, which would be divided equally among Apartments 3 through 10, if and when those apartments are added to the Project.)

See Page 16 of this Report for further information on common interests of the apartments.

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

Exhibit E describes the encumbrances against the title contained in the title report dated August 1, 2001 and issued by Old Republic Title & Escrow of Hawaii.

Blanket Liens:

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

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

[ X] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

Type of Lien

Effect on Buyer's Interest and Deposit  
if Developer Defaults or Lien is  
Foreclosed **Prior to Conveyance**

Mortgage\*

The Buyer's contract will be subject to cancellation and the Buyer may not be able to purchase the apartment, but all deposits made by the Buyer will be refunded, less escrow cancellation fee.

\*A Complaint for Foreclosure has been filed with respect to the Mortgage. See page 20a for further details.

**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:

Buyer understands that Apartments 1 and 2 were built more than 40 years ago and may be in need of substantial maintenance and repairs. Developer is conveying Apartments 1 and 2 in an "as is" condition. Developer is giving no warranties to apartment purchasers regarding the construction, materials or workmanship of Apartments 1 or 2.

2. Appliances:

None.

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

Construction of Apartments 1 and 2 was completed in approximately 1956.

**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):

- A. Separate Final Public Reports. The Project is comprised of the two existing single-family residential dwellings (Apartments 1 and 2) and the Future Development Apartment (a construction/storage shed), as shown on the condominium map. Pursuant to Section P of the Condominium Declaration, the Developer has reserved the right (but is not obligated) to divide the Future Development Apartment for the purpose of developing, constructing and adding to the Project up to eight additional apartments (Apartments 3 through 10), thereby comprising a project of 10 residential apartments. The division of the Future Development Apartment into Apartments 3 through 10 would be accomplished by recording the First Amendment to Declaration of Condominium Property Regime in the Bureau of Conveyances, a proposed draft of which is on file with the Real Estate Commission.

This Final Public Report covers just existing Apartments 1 and 2. The Developer currently intends, at the appropriate time, to obtain a separate Final Public Report covering just Apartments 3 through 10. This allows the Developer to enter into binding sales contracts and close sales with respect to Apartments 1 and 2, although the Developer is not ready to do so with respect to Apartments 3 through 10. Despite the two separate Final Public Reports, the 10 apartments would still be part of the same condominium project, subject to the same Condominium Declaration and Bylaws and controlled by the same association of apartment owners.

The Developer may, alternatively, decide to sell the Future Development Apartment before creating Apartments 3 through 10. A separate Final Public Report covering just the Future Development Apartment would be obtained in such event.

- B. Additional Apartments. As noted in the preceding section, the Developer will reserve the right (but will not be obligated) to divide the Future Development Apartment for the purpose of developing, constructing and adding to the Project additional buildings containing up to eight apartments, together with such supporting and servicing common elements as the Developer determines to be beneficial to the Project. The additional apartments would be located in the area designated as the Future Development Apartment and the Private Yard Area appurtenant to the Future Development Apartment, as shown on the condominium map. (See Exhibit J of this Report.) Because Apartments 1 and 2 will each be allocated an undivided common interest of 10% in the common elements and the Future Development Apartment will be allocated an undivided common interest of 80% in the common elements (in anticipation of Apartments 3 through 10 each being allocated an undivided common interest of 10%), it is not anticipated that the common interests for Apartments 1 and 2 will be adjusted when Apartments 3 through 10 are added to the Project. When and if Apartments 3 through 10 are added to the Project, each of the apartments in the Project would have an undivided common interest of 10% in the common elements. (The Condominium Declaration provides that if no additional apartments have been created and made a part of the Project by December 31, 2020, the Future Development Apartment and its appurtenant limited common elements would become common elements of the Project and the 80% undivided common interest appurtenant to the Future Development Apartment would be divided equally between Apartments 1 and 2.) See Exhibit I of this Report for further information concerning the addition of apartments.

- C. Incremental Development. The Developer has reserved the right (but is not obligated), without being required to obtain the consent or joinder of any other person who may have an interest in the Project or in any apartment, to develop, construct, transfer, convey and/or sell the apartments (including Apartments 3 through 10) in increments on a building-by-building basis. See Exhibit I of this Report for further information concerning incremental development.



**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 G contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated October 31, 2000

Exhibit H contains a summary of the pertinent provisions of the escrow agreement.

Other: Cluster Housing Permit and modifications to Cluster Housing Permit

**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 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 Cluster Housing Permit, as modified

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 (DCCA). 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, Hawaii 96809, at a nominal cost.

This Public Report is a part of Registration No. 4519 filed with the Real Estate Commission on November 1, 2000. However, this separate final public report has been issued for Apartments 1 and 2, which were covered by Registration No. 4519.

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

YELLOW paper stock       WHITE paper stock       PINK paper stock

C. **Additional Information Not Covered Above**

**INCREMENTAL DEVELOPMENT.**

Pursuant to rights reserved to the Developer in the Declaration of Condominium Property Regime, the project is being developed incrementally. The first increment consists of Apartments 1 and 2 and the Future Development Apartment. Sales of Apartments 1 and 2 by the Developer to individual purchasers will be covered by this Final Public Report covering just Apartments 1 and 2. It is intended that the second increment will consist of 8 apartments (Apartments 3 through 10) created from the division of the Future Development Apartment. Sales of Apartments 3 through 10 by the Developer to individual purchasers will be covered by the Preliminary Public Report for Registration No. 4519 and a Final Public Report covering just Apartments 3 through 10. See Page 16 of this Report for more information.

**COMMON INTERESTS.**

Upon the intended division of the Future Development Apartment and the addition of Apartments 3 through 10, each of the 10 apartments shall have an undivided 10% common interest in the common elements of the Project. That means the common interests of Apartments 1 and 2 will not be adjusted if and when Apartments 3 through 10 are added to the Project.

**CLUSTER HOUSING PERMIT.**

The Project is subject to that certain Findings of Fact, Conclusions of Law, and Decision and Order (File No. 2000/CL-1) dated July 3, 2000, issued by the Department of Planning and Permitting of the City and County of Honolulu, captioned "In the Matter of the Application of School Street Associates for a Cluster Housing Permit", as amended by letters from the Planning Department dated December 27, 2000 and June 6, 2001, and as it may be further amended or modified from time to time (collectively, the "Cluster Housing Permit"). Pursuant to the Cluster Housing Permit, and as set forth in the Condominium Declaration, the following covenants, conditions and restrictions apply to the Project and shall be binding upon the Project:

1. The Project shall not contain more than ten dwelling units and the Project land shall not be further subdivided. The Director of the Department of Planning and Permitting of the City and County of Honolulu may require the redesign of exterior entrances, stairways and plumbing and electrical systems to ensure that the number of dwellings is not increased.
2. All work relating to the Project shall comply with the applicable Land Use Ordinance (LUO) standard for the underlying zoning district, unless otherwise stated in the Cluster Housing Permit.
3. All structures, fences and walls shall be set back a minimum of ten feet from any common access roadway developed for the Project.
4. All structures shall comply with applicable height requirements and setback requirements of the underlying zoning district as measured from the boundaries of the appurtenant Private Yard Area.
5. The maximum building area of each Apartment (and related structures) shall not exceed 40 percent of the land area underlying the Apartment and its appurtenant Private Yard Area.
6. All expansions, alterations and reconstruction within the Project shall be compatible in design with the existing and surrounding structures.
7. Approved two-car garages and other required parking shall not be eliminated or converted to other uses. No parking shall be permitted along or within any common access roadway developed for the Project.
8. Only walls and fences as shown on the approved fence master plan are permitted within the Project.
9. All landscaping approved and required by the Cluster Housing Permit shall be retained and maintained in a healthy visual condition at all times. Otherwise, replacement landscaping may be required.
10. All exterior lighting shall be subdued or shielded to prevent glare and light spillage on surrounding lots and public rights-of-way. Where appropriate, full-cutoff fixtures or cutoff shields may be required. Mercury vapor and low/high pressure sodium lamps are not permitted.
11. The Association of Apartment Owners shall maintain all common elements of the Project, as set forth in the Declaration.

12. A fence master plan for the Project, prepared in accordance with the Cluster Housing Permit, shall be submitted to and approved by the Urban Design Branch of DPP. The fence master plan, once approved, shall be made a part of and incorporated into the Declaration.

A copy of the Cluster Housing Permit is on file with the Real Estate Commission and is available for review by buyers.

**NOT A SUBDIVISION.**

Mango Hills is a condominium project, not a subdivision. The Private Yard Areas appurtenant to the Apartments are not subdivided lots, and prospective purchasers should be aware that by purchasing an apartment in the Project, they are not purchasing a subdivided lot. The developer obtained the Cluster Housing Permit to allow for the development and construction of eight dwellings (Apartments 3 through 10) on the land underlying the Project in addition to the two existing dwellings (Apartments 1 and 2). Each apartment owner will be responsible for complying with the requirements of the Cluster Housing Permit as they relate to his or her apartment, the appurtenant limited common elements and, as a member of the Association of Apartment Owners, the common elements. Each prospective purchaser should seek competent professional counsel relating to the effect, if any, that the Cluster Housing Permit may have on his or her ability to use and enjoy their apartment and the Project in general.

**PRIVATE PARK.**

In conjunction with the anticipated (but not guaranteed) development of Apartments 3 through 10, the Developer intends to develop a Private Park that would separate Apartments 1 and 2 from the remainder of the Project. If developed, the Private Park would be a common element of the Project and all Apartment owners would share in the cost and expense of maintaining and repairing the Private Park, and its various appurtenances, in proportion to their respective common interests.

**COMPLAINT FOR FORECLOSURE**

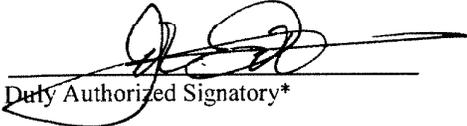
GE Capital Hawaii, Inc. ("GE"), the holder of the Mortgagee's interest in the Mortgage dated January 21, 1997, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 97-008903, as amended by instrument dated July 16, 1997, recorded as Document No. 97-096982 (the "GE Mortgage") (listed as item 3 in Exhibit E), has filed a Complaint For Foreclosure in the First Circuit Court of the State of Hawaii to foreclose on the GE Mortgage. A Lis Pendens was filed on October 18, 2000, in the Bureau of Conveyances of the State of Hawaii as Document No. 2000-147234, to give public notice of the pendency of GE's foreclosure action. The Developer is in the process of obtaining a new loan, a portion of the proceeds of which will be used to pay off the GE Mortgage. Once the GE Mortgage is paid off, the GE Mortgage will be released and the Complaint For Foreclosure will be dismissed, thereby resulting in the release of the Lis Pendens.

If GE forecloses on the GE Mortgage before the Buyer closes the purchase of an Apartment, the Buyer's sales contract will be subject to cancellation and the Buyer may not be able to purchase the Apartment. However, all deposits made by the Buyer will be refunded, less any applicable escrow cancellation fees.

- 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 Section 514A-1.6
  
- 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.

School Street Associates  
 Printed Name of Developer

By: 2506 School Street, Inc.,  
 Its General Partner

By:  \_\_\_\_\_ Date 8/15/01

Duty Authorized Signatory\*

John Foti, Vice President  
 Print Name and 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.

## EXHIBIT A

### DESCRIPTION OF IMPROVEMENTS

The Project consists of three sets of improvements. Each set of improvements will contain one apartment, consisting of one story or level. Apartment 1 and Apartment 2 are constructed principally of wood, masonry, plaster, glass and related building materials. The Future Development Apartment is constructed principally of wood, masonry and related building materials. None of the buildings has a basement.

### DESCRIPTION OF APARTMENTS COVERED BY THIS REPORT:

Apartment 1. Apartment 1 contains three bedrooms, one bathroom a living room, a kitchen, a dining room and closets. Apartment 1 has a net living floor area of approximately 836 square feet.

Apartment 2. Apartment 2 contains three bedrooms, one bathroom, a living room, a kitchen, a dining room and closets. Apartment 2 has a net living floor area of approximately 836 square feet.

## EXHIBIT B

### PERMITTED ALTERATIONS

Section L of the Declaration provides, in part, as follows:

#### **L. ALTERATION OF THE PROJECT.**

1. By Association. Repair, reconstruction, restoration, replacement of the Project or any building or other structure or construction of any additional building or other structure or structural alteration or addition thereto, different in any material respect from the Condominium Map shall be undertaken by the Association or any Apartment Owner only upon approval by the DPP, if required, and only pursuant to an amendment of this Declaration. Except as expressly provided in Section L.2(a) or (b) below or otherwise in this Declaration, any such amendment shall be duly executed by or pursuant to the affirmative vote of seventy-five percent of the Apartment Owners and accompanied by the written consent of the eligible holders of first mortgages (as defined in Section T.1 below) on Apartments to which at least a majority of the votes of Apartments subject to mortgages held by such eligible holders are allocated, and in accordance with complete plans and specifications therefor first approved in writing by the Board. If required by the Act, promptly upon completion of such repair, reconstruction, restoration, replacement, construction, alteration or addition, the Association shall duly record and file of record such amendment together with a complete set of floor plans of the Project as so altered, certified as-built by a licensed, registered architect or professional engineer.

2. By Apartment Owner.

(a) Each Apartment Owner shall have the right at such Owner's sole option and expense at any time and from time to time, as hereinafter set forth, without the consent and/or approval of the Owners of the other Apartments or any other persons or entity (except the DPP and the holders of first mortgage liens affecting the Apartment to be altered, if the DPP and the lienholders so require), to construct, improve, renovate, remodel, make additions to, enlarge, remove, replace, alter or restore the Apartment or the improvements to or in such Owner's Apartment or portions thereof or upon and within the Private Yard Area appurtenant to such Owner's Apartment (collectively, the foregoing are referred to in this subsection L.2 as "alterations"). Each Apartment Owner shall have the right without the consent or joinder of any other person to amend this Declaration and the Condominium Map and to do such other things as may be reasonably necessary or convenient to accomplish any such alterations, including, without limitation, applying for, processing and receiving all necessary governmental and quasi-governmental permits and approvals for such alterations. If required by the Act, promptly upon completion of such alterations the Owner of the altered Apartment shall duly record an amendment to this Declaration in the Bureau of Conveyances, together with a complete set of the floor plans of such Apartment as so altered, certified by a registered architect or professional engineer to fully and accurately depict the altered portions of the property as built. If required by the Act, the Board shall be deemed to approve of all such alterations. All existing Apartment Owners and all future Apartment Owners and their mortgagees, by accepting an interest in an Apartment, consent to all such alterations and agree to give and shall be deemed to have given the Owner of the altered Apartment a power of attorney to execute an amendment to the Declaration for the purpose of describing the alterations to such Apartment in the Declaration, and for the purpose of applying for, processing and receiving necessary governmental and quasi-governmental permits and approvals for such alterations, so that the Owner of the altered Apartment shall hereafter have a power of attorney from all the other Apartment Owners to execute such amendment to the Declaration, and to apply, process and receive such permits and approvals. This power of attorney shall be deemed coupled with each Owner's interest in the Apartment (including the common interest) and shall be irrevocable.

(b) Any alterations to an Apartment pursuant to this Section L.2 shall be subject to the following conditions:

(i) All building plans for any such alterations and subsequent use of the Apartment shall be subject to approval by the DPP, if required, and shall conform with the Cluster Housing Permit, State of Hawaii and City and County of Honolulu land use, building and/or zoning laws and other applicable State of Hawaii and City and County of Honolulu statutes, ordinances and regulations;

(ii) Such alterations may decrease or increase the size of the affected Apartment, provided that the size, height and location of the altered Apartment shall comply with the Cluster Housing Permit and all applicable laws and provided that the altered Apartment and any appurtenant fences and walls shall not be closer than the more restrictive of (a) ten feet from (i) the front boundary limits of the Private Yard Area appurtenant to such Apartment and (ii) any common roadway developed for the Project, and (b) five feet from the side and rear boundary limits of the Private Yard Area appurtenant to such Apartment;

(iii) All such alterations shall be at the sole expense of the Apartment Owner making the alterations and shall be completed within one year of the commencement thereof and in a manner that will not unreasonably interfere with use and enjoyment of the other Apartments or the Private Yard Area appurtenant to the other Apartments;

(iv) The Owner of the altered Apartment shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Apartment affected by such alteration for electricity, sewer and other utilities and services and, when applicable, to add, delete, relocate, realign, designate and

grant easements and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any interruption in the service of such utilities to any other part of the Project, nor shall it unreasonably interfere with use and enjoyment of the other Apartments or the Private Yard Area appurtenant to the other Apartments; and

(v) Each and every conveyance, lease and mortgage or other lien made or created on any Apartment and all common interests and other appurtenances thereto shall be subject to the provisions of Section L.2 and any lease of an Apartment shall reserve to all Apartment Owners the rights set forth herein.

3. By Declarant. Any other provision in this Declaration to the contrary notwithstanding, but subject to the Cluster Housing Permit, prior to (i) the time that all Apartments in the Project have been sold and the conveyance thereof Recorded, and (ii) the filing by Declarant of the "as built" verified statement covering all of the Apartments (with plans, if applicable) required by Section 514A-12 of the Act, Declarant shall have the right, without being required to obtain the consent or joinder of any person or group of persons, including the Association, any Apartment Owner or any mortgagee, lienholder, Apartment purchaser or any other person who may have an interest in the Project (except the DPP, if required), to do the following:

(a) To make alterations in the Project (and, if appropriate, to amend this Declaration and the Condominium Map accordingly) 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/or the limited common elements appurtenant thereto, in the Project which is not sold and the conveyance thereof Recorded; and

(b) To make other alterations in the Project (and, if appropriate, to amend this Declaration and the Condominium Map accordingly) which make minor changes in any Apartment in the Project or in the common elements which do not affect the physical location, design or size of any Apartment (other than minor changes to the size or dimensions of the yard area appurtenant to any Apartment) which has been sold and the conveyance thereof Recorded.

## EXHIBIT C

### COMMON ELEMENTS

The common elements of the Project shall specifically include, but are not limited to, the following:

1. The land described in Exhibit "A" to the Declaration, in fee simple.
2. All water lines, sewer lines, drainage facilities, electrical equipment, wiring, pipes, fire hydrants, meters and other central and appurtenant facilities and installations over, under and across the Project, including the land area subject to any grant of access easement, which serve more than one Apartment for drainage and for services such as power, light, water, gas, telephone, sewer and radio and television signal distribution, if any.
3. All sidewalks, curbs, pathways, roads, trees and landscaping, if any, located within the Project, which are not located within an Apartment or the Private Yard Area appurtenant to an Apartment, including, without limitation, a private park and any planters, plants, landscaping, refuse facilities, barbecue facilities, picnic tables, benches and other appurtenances to such private park.
4. Any and all 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.
5. All the benefits, if any, inuring to the land or to the Project from all easements, if any, shown on the Condominium Map or listed in Exhibit "A" to the Declaration.
6. Subject to the rights reserved to Declarant in Section E.9 of the Declaration, the "Driveway Easement", as defined in Section G.6 of the Declaration and shown on the Condominium Map, shall be common element for use by the owner(s) of Apartments 1 and 2 and the Future Development Apartment for purposes of ingress to and egress from their respective Apartments and Private Yard Areas.

**EXHIBIT D**

LIMITED COMMON ELEMENTS

1. **PRIVATE YARD AREA.** Certain land area ("Private Yard Area") of the Project, located as shown on the Condominium Map and designated thereon as limited common element, is appurtenant to and for the exclusive use of each Apartment as designated on the Condominium Map.

<u>Apartment No.</u>	<u>Private Yard Area (approx. land area)</u>
1	3,761 square feet
2	3,216 square feet
Future Development Apartment	38,277 square feet

**NOTE: The boundaries of the Private Yard Area appurtenant to each Apartment, as shown on the Condominium Map, do not represent City and County-approved subdivided lots. Such boundaries serve only to delineate the limited common element Private Yard Area appurtenant to each Apartment.**

2. **SEWAGE HOLDING TANK.** The sewage holding tank serving the Future Development Apartment, and located as shown on the Condominium Map, is limited common element appurtenant to the Future Development Apartment.
3. **UTILITY LINES.** Any sewer lines and facilities, drainage facilities, electrical equipment, wiring, pipes, meters or other central and appurtenant facilities and installations over, under and across the Project which serve more than one Apartment, but less than all of the Apartments, for drainage or for services such as power, light, water, gas, telephone, sewer and radio and television signal distribution, shall be limited common elements appurtenant to those Apartments so served.

## EXHIBIT E

### ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes which may be due and owing. Reference is made to the Real Property Tax Office of the City & County of Honolulu.
2. Title to all minerals and metallic mines reserved to the State of Hawaii.
3. Encroachments of walls as shown on the survey map prepared by James A. Brock, Registered Professional Land Surveyor, with UCT Engineering Services, dated June 12, 1996; as disclosed in certain instruments dated January 21, 1997, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 97-008903.
4. Mortgage dated January 21, 1997, made by and between School Street Associates (Mortgagor) and GE Capital Hawaii, Inc. (Mortgagee), recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 97-008903, as amended by instrument dated July 16, 1997, recorded as Document No. 97-096982 (the "GE Mortgage").
5. Financing Statement in favor of GE Capital Hawaii, Inc. recorded in the Bureau of Conveyances of the State of Hawaii on January 21, 1997 as Document No. 97-008904.
6. Assignment of Leases and Rents dated August 4, 1998, made by and between School Street Associates (Assignor) and GE Capital Hawaii, Inc. (Assignee), recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 98-117533.
7. Lis Pendens, filed in the Circuit Court of the First Circuit, State of Hawaii (Case No. 00-1-3190-10), dated October 13, 2000, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2000-147234, regarding foreclosure of the GE Mortgage.
8. Covenants, conditions, restrictions, reservations, agreements, easements, obligations and other provisions contained in the Findings of Fact, Conclusions of Law, and Decision and Order (File No. 2000/CL-1) dated July 3, 2000, issued by the Department of Planning and Permitting of the City and County of Honolulu, captioned "In the Matter of the Application of School Street Associates for a Cluster Housing Permit", as it may be amended or otherwise modified from time to time.
9. Covenants, conditions, restrictions, reservations, agreements, easements, obligations and other provisions contained in the Declaration of Condominium Property Regime of Mango Hills dated August 15, 2001, recorded in the Bureau of Conveyances as Document No. 2001-129533, as amended by that certain Amendment to Declaration of Condominium Property Regime of Mango Hills and Amendment to Condominium Map No. 3324, dated September 4, 2001, recorded in the Bureau of Conveyances as Document No. 2001-141446, as may be further amended from time to time.
10. Condominium Map No. 3324, as amended by that certain Amendment to Declaration of Condominium Property Regime of Mango Hills and Amendment to Condominium Map No. 3324, dated September 4, 2001, recorded in the Bureau of Conveyances as Document No. 2001-141446, as may be further amended from time to time.
11. Covenants, conditions, restrictions, reservations, agreements, easements, obligations and other provisions contained in the Bylaws of the Association of Apartment Owners of Mango Hills dated August 15, 2001, recorded in the Bureau of Conveyances as Document No. 2001-129534, as may be amended from time to time.
12. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land.

**EXHIBIT F**

**ESTIMATE OF INITIAL MAINTENANCE FEES AND MAINTENANCE FEE DISBURSEMENTS**

The regular maintenance and repair of each apartment and appurtenant limited common element private yard area shall be the sole responsibility of each respective apartment owner. Section 514A-86, Hawaii Revised Statutes, requires that the association purchase fire insurance to cover the improvements portion of the Project. The Developer anticipates that the association will elect to require each owner to obtain separate fire insurance and liability policies for his respective apartment pursuant to Article 7 of the Bylaws. As such, premiums for such policies will be the individual responsibility of each apartment owner.

**ESTIMATE OF INITIAL MAINTENANCE FEES:**

Mango Hills (3 apartments)		
<b>Apartment Type</b>	<b>Monthly Fee (per apt.)</b>	<b>Yearly Total (per apt.)</b>
1	\$18.50	\$220.00
2	\$18.50	\$220.00
Future Dev. Apt.	\$148.00	\$1,776.00

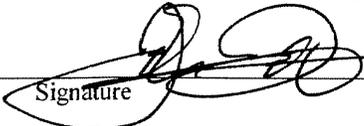
The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

**ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS:**

Prior to Addition of Apartments 3 through 10 (Applicable to Apartments 1 and 2 and Future Development Apartment):

	<u>Monthly Fee x 12 months = Yearly Total</u>	
Utilities and Services		
Air Conditioning	N/A	N/A
Electricity		
<input type="checkbox"/> common elements only		
<input type="checkbox"/> common elements and apartments		
Gas	N/A	N/A
Refuse Collection	N/A	N/A
Telephone	N/A	N/A
Water	\$100	\$1,200
Sewer	N/A	N/A
Maintenance, Repairs and Supplies		
Building	N/A	N/A
Grounds	\$25	\$300
Management	N/A	N/A
Management Fee		
Payroll and Payroll Taxes		
Expenses		
Insurance	\$25	\$300
Reserves(*)	\$25	\$300
Taxes and Government Assessments	\$10	\$120
Audit and Accounting Fees	N/A	N/A
Other	N/A	N/A
TOTAL	\$185	\$2,220

I, John Foti, as a principal of School Street Associates, the developer for the Mango Hills 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  \_\_\_\_\_  
 Date 8/15/01

(\*) 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 §514-A-86.6, 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.

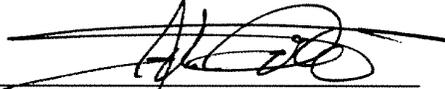
Developer's Explanation Regarding Replacement Reserve Figure

In arriving at the figure for "Reserves," as set forth in Exhibit F to the Condominium Public Report, the developer did not conduct a reserve study in accordance with HRS § 514A-83.6 or HAR § 16-107-65. The figure is an estimate, based on reasonable projections of reserve requirements.

SCHOOL STREET ASSOCIATES,  
a Hawaii limited partnership

By: 2506 School Street

Its: General Partner



John Foti  
Vice President

Date: 8/15/01

## EXHIBIT G

### SUMMARY OF SALES CONTRACT

The Condominium Deposit Receipt, Reservation and Sales Agreement (the "Sales Contract") contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract states:

- (a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of an apartment.
- (b) That the purchaser acknowledges having received and read a public report (either preliminary, contingent, final or supplementary) for the Project prior to signing the Sales Contract.
- (c) That the Developer makes no representations concerning rental of an apartment, income or profit from an apartment, or any other economic benefit to be derived from the purchase of an apartment.
- (d) That the Sales Contract may be subordinate to the lien of a construction lender.
- (e) That the purchaser's money will be held in escrow, under the terms of the Escrow Agreement.
- (f) Requirements relating to the purchaser's financing of the purchase of an apartment.
- (g) That the apartment and the Project will be subject to various other legal documents which the purchaser should examine, and that the Developer may change certain of these documents under certain circumstances.
- (h) That the Developer makes no warranties regarding the apartment, the Project or anything installed or contained in the apartment or the Project.
- (i) That the Project will be subject to ongoing construction and sales activities which may result in certain annoyances to the purchaser.
- (j) That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
- (k) That the Developer has reserved certain rights and powers relating to the Project and the purchaser acknowledges and consents to the exercise of such rights and powers.
- (l) That except under certain circumstances, as set forth in the Sales Contract, all interest on deposits toward the purchase price shall be the property of the Developer.

The Sales Contract contains various other important provisions relating to the purchase of an apartment in the Project. Purchasers and prospective purchasers should carefully read the specimen Sales Contract on file with the Real Estate Commission.

## EXHIBIT H

### SUMMARY OF ESCROW AGREEMENT

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

- (a) Escrow will let the purchaser know when payments are due.
- (b) Escrow will arrange for the purchaser to sign all necessary documents.
- (c) Except under certain circumstances as set forth in the Sales Contract, all deposits toward the purchase price shall be the property of the Developer.
- (d) The purchaser will be entitled to a refund of his or her funds only under certain circumstances as set forth in the Sales Contract.

The Escrow Agreement also establishes the procedures for the retention and disbursement of a purchaser's funds and says what will happen to the funds upon a default under the Sales Contract. The Escrow Agreement contains various other important provisions and establishes certain charges with which a purchaser should be familiar. Purchasers and prospective purchasers should carefully read the signed Escrow Agreement on file with the Real Estate Commission.

## EXHIBIT I

### RESERVED RIGHTS

- A. Upon completion of the Project, the Developer may amend the Declaration and the Condominium Map (if necessary) to file an "as built" statement required by Section 514A-12 of the Condominium Property Act.
- B. Until all of the apartments have been sold, the Developer may amend the Declaration, the Bylaws and/or the Condominium Map to make such amendments as may be required by law, by the Real Estate Commission, by any title insurance company issuing a title insurance policy on the Project or any of the Apartments, by a mortgage lender, or by any governmental agency (including the VA, HUD, FNMA and/or FHLMC), provided that no such amendments which would change the common interest appurtenant to an apartment or substantially change the design, location or size of an apartment shall be made without the consent to such amendment by all persons having an interest in such apartment.
- C. Until all of the apartments have been sold and the "as built" statement is filed, the Developer may amend the Declaration and the Condominium Map to (i) reflect alterations in any apartment which has not been sold; and (ii) reflect minor changes in any apartment or in the common elements which do not affect the physical location, design or size of any apartment (other than minor changes to the size or dimensions of the yard area appurtenant to any apartment) which has been sold.
- D. The Developer has reserved the right to subdivide and remove from the Project a portion of the land covered by the Declaration (the "Removable Property"), being the Future Development Apartment and/or all or any portion of the Private Yard Area appurtenant to the Future Development Apartment, as shown on the Condominium Map. The Declaration, and, possibly, the Condominium Map, would be amended upon any such subdivision to remove the Removable Property from the Project. Upon such subdivision and removal, title to the Removable Property will be vested solely in the Developer and no apartment owner or apartment purchaser will have any legal or equitable interest in the Removable Property.

See Section O of the Declaration for details regarding the Developer's right to subdivide and remove from the project the Removable Property.

- E. The Developer has reserved the right to divide the Future Development Apartment for the purpose of developing, constructing and adding to the Project additional buildings containing up to eight Apartments (which, if developed, would, together with Apartments 1 and 2, comprise a Project consisting of 10 Apartments), together with such supporting and servicing common elements which the Developer determines to be beneficial to the Project, in the area designated as the Future Development Apartment and the Private Yard Area appurtenant to the Future Development Apartment, as shown on the Condominium Map (which apartments and common elements are hereinafter referred to as the "additional apartments"). The Declaration and the Condominium Map would be amended upon the division of the Future Development Apartment and the development of any such additional apartments to reflect the addition of such apartments to the Project. Upon recordation of the amendment(s) to the Declaration, all of the apartments in the Project, including the additional apartments, would have the right to use the common elements of the Project to the same extent and subject to the same limitations as are imposed upon an apartment as though the amended project had been developed initially as one project.

See Section P of the Declaration for details regarding the Developer's right to divide the Future Development Apartment and construct and add to the Project the additional apartments.

- F. The Developer has reserved the right, but is not obligated, to develop, construct, transfer, convey and/or sell the apartments in the Project incrementally on a building-by-building. Upon the completion of any increment, the Developer may obtain a certificate of occupancy for the apartments in such increment and thereupon transfer ownership of the apartments to apartment purchasers. In connection with this incremental development, the Developer has the right to enter upon the Project premises with employees, agents and contractors for all purposes reasonably necessary for or useful to constructing and completing all increments to the Project. See Section Q of the Declaration for details regarding the Developer's right to develop the Project in increments.

