CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer SHINJI INABA, ROBIN K. INABA, PETER A. IN and VANESSA V. IN
Address P. O. Box 7133, Kamuela, Hawaii 96743

Project Name(*): CLOUD-9 FARM CONDOMINIUM PROJECT
Address: 64-984 Mamalahoa Highway, Kamuela, Hawaii 96743

Registration No. 4568 (conversion)

Effective date: February 20, 2001
Expiration date: March 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.
[X] No prior reports have been issued.
[ ] This report supersedes all prior public reports.
[ ] This report must be read together with _____

____ SUPPLEMENTARY: (pink) — This report updates information contained in the:
[ ] Preliminary Public Report dated:
[ ] Final Public Report dated: _____
[ ] Supplementary Public Report dated: _____

And
[ ] Supersedes all prior public reports
[ ] Must be read together with _____
[ ] This report reactivates the _____ public report(s) which expired on _____

(*) Exactly as named in the Declaration

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800
This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request..

IMANHONO:337975.1

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required and attached to this report [X] Not Required - disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

[X] No prior reports have been issued by the developer.

[ ] Changes made are as follows:

SPECIAL ATTENTION

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

1. 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 been complied with.

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

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

TABLE OF CONTENTS

		Page
Preparation of this Report		1
Expiration Date of Reports		1
Type of Report		1
Disclosure Abstract		2
Summary of Changes from Earlier Public Reports		2
Table of Contents		3
General Information on Condominiums		4
Operation of the Condominium Project		4
I.	PERSONS CONNECTED WITH THE PROJECT	5
	Developer Attorney for Developer General Contractor	
	Real Estate Broker Escrow Company Condominium Managing Agent	
II.	CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	
	A. Declaration	6
	B. Condominium Map (File Plan)	6
	C. Bylaws	6
	D. House Rules	7
	E. Changes to Condominium Documents	7
III.	THE CONDOMINIUM PROJECT	
	A. Interest to be Conveyed to Buyer	8
	B. Underlying Land	9
	C. Buildings and Other Improvements	10
	D. Common Elements, Limited Common Elements, Common Interest	13
	E. Encumbrances Against Title	14
	F. Construction Warranties	15
	G. Status of Construction	16
	H. Project Phases	16
IV.	CONDOMINIUM MANAGEMENT	
	A. Management of the Common Elements	17
	B. Estimate of Initial Maintenance Fees	17
	C. Utility Charges for Apartments	17
V.	MISCELLANEOUS	
	A. Sales Documents Filed with the Real Estate Commission	18
	B. Buyer's Right to Cancel Sales Contract	18
	C. Additional Information Not Covered Above	20
	D. Signature of Developer	21

EXHIBIT A: Developer's Reserved Rights to Change Documents
EXHIBIT B: Boundaries of Apartments and Permitted Alterations to Apartment
EXHIBIT C: Common Elements and Limited Common Elements
EXHIBIT D: Common Elements
EXHIBIT E: Encumbrances
EXHIBIT F: Maintenance Fees and Disbursements
EXHIBIT G: Sales Contract and Escrow Agreement Summary
EXHIBIT H: Building permits and Notice of Completion

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

eloper: SHINJI INABA, ROBIN K. INABA, PETER A. IN and VANESSA V. IN Phone: (808) 885-4116
Name* (Business)
P. O. Box 7133, Kamuela, Hawaii 96743
Business Address

Names of officers or general partners 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):
N.A.

Real Estate Broker*: None selected. See page 20 Phone: _____
Name (Business)
Business Address

Escrow: First Hawaii Title Corporation Phone: (808) 885-4822
Name (Business)
P.O. Box 1180
Business Address
Kamuela, HI 96743

General Contractor*: William F. Yardley Phone: (808) 885-4942
Name (Business)
P.O. Box 43
Business Address
Kamuela, Hawaii 96743

Condominium Managing Agent*: Self-managed by the Assoc of Apt Owners Phone: _____
Name (Business)
Business Address

Attorney for Developer: Lynn H. Higashi Phone: (808) 885-5973 or 329-5811
Name (Business)
P.O. Box 1525
Business Address
Kamuela, HI 96743

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

/98

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

[X] Recorded - Bureau of Conveyances: Document No. 2000-069592
Book _____ Page _____

[ ] Filed - Land Court: Document No. _____

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

First Amendment to Declaration of Condominium Property Regime and Condominium Map No. 3101, dated October 19, 2000, recorded in the Bureau as Document No. 2000-149906; and Second Amendment to Declaration of Condominium Property Regime and Condominium Map No. 3101, dated January 9, 2001, recorded in the Bureau as Document No. 2001-004797.

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

The Condominium Map for this condominium project is:

[ ] Proposed

[x] Recorded - Bureau of Conveyances Condo Map No. 3101

[ ] Filed - Land Court Condo Map No. _____

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

First Amendment to Declaration of Condominium Property Regime and Condominium Map No. 3101, dated October 19, 2000, recorded Bureau as Document No. 2000-149906; and Second Amendment to Declaration of Condominium Property Regime and Condominium Map No. 3101, dated January 9, 2001, recorded in the Bureau as Document No. 2001-004797.

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. 0

The Bylaws for this condominium are:

[ ] Proposed

[X] Bureau of Conveyances: Document No. 2000-069593
Book _____ Page _____

[ ] Filed - Land Court: Document No. _____

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

First Amendment to the Bylaws of The Association of Condominium Owners of Cloud-9 Farm Condominium Project, dated October 19, 2000, recorded in the Bureau as Document No. 2000-149907

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

The House Rules for this condominium are:

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

E. **Changes to Condominium Documents**

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

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

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%*	75%
Bylaws	65%	65%
House Rules	---	N.A.

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

2. Developer:

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

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

See Exhibit A.

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: 64-984 Mamalahoa Highway, Kamuela, HI, Island and County of Hawaii, State of Hawaii Tax Map Key (TMK): (3) 6-4-1:152

[ ] Address [ ] TMK is expected to change because The road to the land will be dedicated to the County of Hawaii and a new street number and street name will be issued at that time.

Land Area: 5.001 [ ] square feet [X] acre(s) Zoning: A-5a

Fee Owner: SHINJI INABA, ROBIN K. INABA, PETER A. IN and VANESSA V. IN
Name
P.O. Box 7133
Address
Kamuela, HI 96743

Lessor: N.A.
Name

Address

C. Buildings and Other Improvements:

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

2. Number of Buildings: 5 Floors Per Building Unit A: 1 floor; Unit B: 1 floor
[ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

[ ] Concrete Block [ ] Hollow Tile [X] Wood

[X] Other Unit A and Unit B: metal roofs

4. Uses Permitted by Zoning:

		No. of Apts.	Use Permitted By Zoning	
[X]	Residential	1	[X] Yes	[ ] No
[ ]	Commercial	____	[ ] Yes	[ ] No
[ ]	Mix Res/Comm	____	]] Yes	[ ] No
	Hotel	____	[ ] Yes	[ ] No
[ ]	Timeshare	____	[ ] Yes	[ ] No
[ ]	Ohana	____	[ ] Yes	[ ] No
[ ]	Industrial	____	[ ] Yes	[ ] No
[X]	Agricultural*	1	[X] Yes	[ ] No
[ ]	Recreational	____	[ ] Yes	[ ] No
[ ]	Other	____	[ ] Yes	[ ] No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?
[X] Yes [ ] No

*Unit A: One (1) farm dwelling with accessory structures (horse water trough shed, and storage shed, and equipment shed). Unit B: one (1) greenhouse.

5. Special Use Restrictions:

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

[X] Pets: In addition to livestock permitted under applicable laws, ordinances and any Declaration of Covenants, Conditions, and Restrictions applicable to the Project, Owners may keep a reasonable number of dogs, cats, and other household pet animals, provided they do not become a nuisance.

[ ] Number of Occupants: _____

[X] Other: No time-sharing permitted

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)	Net Other Area (sf)	(Identify)
A	1	1/1	1032	48	horse water trough,
				144	storage shed and
				968	equipment shed
B	1	0	0	48	greenhouse

Total Number of Apartments: 2

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

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

Boundaries of Each Apartment: See Exhibit B.

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 (see attachment 11a). Developer has N.A. elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 4

	Regular		Compact		Tandem		
	Covered	Open	Covered	Open	Covered	Open	Total
Assigned (for each unit)	2 (Unit A)	2 (Unit B)					4
Guest							0
Unassigned	Owners have the right to park cars w/in their respective limited common elements						
Extra for Purchase							0
Other:							0
Total Covered & Open	4		0		0		4

Each apartment will have the exclusive use of at least 2 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

[ ] Commercial parking garage permitted in condominium project.

[ ] Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

[X] There are no recreational or common facilities.

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

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

[ ] Other: _____

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

[X] There are no violations. [ ] Violations will not be cured.

[ ] Violations and cost to cure are listed below. [ ] Violations will be cured by _____ (Date)

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

N/A

11. Conformance to Present Zoning Code:

a. [X] No variances to zoning code have been granted.

[ ] Variance(s) to zoning code was/were granted as follows:

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

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

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

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

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

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

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

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

[X] described in Exhibit 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.

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

[X] 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:

[X] described in Exhibit D.

[ ] as follows:

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

Exhibit D describes the encumbrances against the title contained in the title report dated January 11, 2001 and issued by First Hawaii Title Corporation.

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 mortgage shall be paid off and released prior to conveying any apartment to buyer. If the developer defaults on the mortgage, or the lien is foreclosed prior to conveyance, the buyer shall be relieved of his/her obligation to purchase, and any deposit shall be refunded.

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:

No warranties exist.

2. Appliances:

No warranties exist.

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

Construction of the improvements comprising Unit A and Unit B was completed in 2000 (See Exhibit H, which are copies of the building permits and notice of completion).

H. Project Phases:

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

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

None.

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
[X] self-managed by the Association of Apartment Owners
[ ] the Developer or the Developer's affiliate
[ ] other _____

B Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit F* contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

*Note: Developer has not 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.

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)
[X] Water [ ] Sewer [ ] Television Cable
[ ] Other _____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

[ ] Notice to Owner Occupants

[X] Specimen Sales Contract
Exhibit G contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated November 3, 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 given an effective date by the Hawaii Real Estate Commission.
B) Declaration of Condominium Property Regime, as amended.
C) Bylaws of the Association of Apartment Owners, as amended.
D) House Rules, if any.
E) Condominium Map, as amended.
F) Escrow Agreement.
G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
H) Other: none

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

This Public Report is part of Registration No. 4568 filed with the Real Estate Commission on January 29, 2001.

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

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

C. Additional Information Not Covered Above:

Disclosure re: Selection of Real Estate Broker

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

If the Developers, as owner, choose to represent themselves in the sale of an apartment, said abstract need not be given to the purchaser, as all necessary disclosures are covered in this report.

Unit A Not Offered for Sale Until Filing of a Supplementary Public Report.

The effective date of this Final Public Report shall not apply to Unit A. The improvements comprising Unit A were built pursuant to the owner-builder exemption under Section 444-2(7) of the Hawaii Revised Statutes, as amended ("HRS"), which provides an exemption from the requirement that no person shall act as a contractor without a license. HRS Section 444-2(7) states as follows:

> This chapter shall not apply to:
>
> . . .
>
> (7) Owners or lessees of property who build or improve residential, farm, industrial, or commercial buildings or structure on property for their own use, or for use by their grandparents, parents, siblings, or children and do not offer the buildings or structures for sale or lease; . . . .

Developer hereby certifies that the improvements comprising Unit A were constructed pursuant to an owner-builder permit for that owner-builder's "personal use and not for use or occupancy by the general public" pursuant to Chapter 444 of the HRS.

This public report is not an offer for sale merely as a result of registration.

Unit A shall not be offered for sale until an updated supplementary public report is issued after August 10, 2001, which is one year from the date of completion of the improvements comprising Unit A.

Residential Dwellings within State Land Use Agricultural District

Purchasers should be aware that the State Land Use Commission issued a Declaratory Ruling in December, 1994, regarding the construction of residential dwellings on properties located within the State Land Use Agricultural District. In response to said ruling, the Hawaii County Planning Department is requiring applicants for building permits on such lands to acknowledge receipt of a "Farm Dwelling Notice." This Farm Dwelling Notice reads as follows:

FARM DWELLING NOTICE

To: Applicants for Building Permits on Land in State Land Use Agricultural District.

This is to inform you that Chapter 205, Hawaii Revised Statutes, does not authorize residential dwellings as a permissible use in an agricultural use district, unless the dwelling is related to an agricultural activity or is a "farm dwelling".

Farm Dwelling is defined in Chapter 205-4.5(a)(4) as "a single family dwelling located on and used in connection with a farm, including clusters of single-family farm dwellings permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling."

Penalty for violation of Section 204-4.5, Hawaii Revised Statutes, is a fine of not more than $5,000. If any person who is cited for a violation of the law fails to remove the violation within six months of such citation and the violation continues, such person is subject to a citation for a new and separate violation. There shall be a fine of not more than $5,000 for any additional violation.

I acknowledge that I have read the above and have been given a copy.

_____
Signature of Applicant

_____
Signature of Witness

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.)

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.

SHINJI INABA, ROBIN K. INABA, PETER A. IN and VANESSA V. IN
Printed Name of Developer

By _____ 1/26/01
Duly Authorized Signatory* Date

By Robin K. Inaba 1/26/01
Duly Authorized Signatory Date

By _____ 1-26-01
Duly Authorized Signatory Date

By _____ 1-26-01
Duly Authorized Signatory Date

SHINJI INABA, ROBIN K. INABA, PETER A. IN and VANESSA V. IN
Print Name & Title of Person Signing Above

Distribution:

Department of Finance. County of Hawaii
Planning Department, County of Hawaii

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.

DEVELOPER'S RESERVED RIGHTS TO CHANGE DOCUMENTS

Under paragraph 19 of the Declaration, the Developer reserves the right to amend the Declaration and Bylaws at any time prior to the first recording of a conveyance or transfer (other than for security) of an apartment and its appurtenances to a party who has not signed the Declaration.

BOUNDARIES OF UNITS
AND
PERMITTED ALTERATIONS TO UNITS

A. Boundaries of Units.

Paragraph 3.1 of the Declaration provides that except as otherwise provided herein, each Unit shall be deemed to consist of all of the structures and/or other improvements (the "Building" or "Buildings") physically located on the Land Area appurtenant to each Unit (which Land Areas are designated in Paragraph 5 of the Declaration), including:

(a) the existing separate and free-standing structure, located on the appurtenant Land Area, as described in Paragraph 3.3 and 3.4 below;

(b) any and all other future improvements which may be constructed on the Land Area appurtenant to the Unit by the Owner thereof, as provided in Paragraph 16 of this Declaration;

(c) all ducts, pipes, wires and conduits within the Building which serve only that Building; and

(d) all fixtures originally installed therein.

Paragraph 3.2 of the Declaration provides that each Unit shall not be deemed to include any pipes, wires, ducts, conduits or other utility or service lines running through the Unit's Building which are utilized by or serve more than one Unit.

B. Permitted Alterations to the Units.

Paragraph 16 of the Declaration provides that each Owner shall have the right at their sole discretion and without the consent or permission of other Owners or the Association, to renovate, remodel, make additions to, enlarge, remove, replace or restore the improvements to or in their Unit or portions thereof, or to make improvements upon the Limited Common Element appurtenant to the Unit, subject to certain conditions and restrictions set forth in Paragraph 16 of the Declaration.

Paragraph 16 of the Declaration contains additional information regarding alterations to the Units, the common elements and the limited common elements.

plants and landscaping situated therein, including the right to park at least two (2) motor vehicles within said area.

[NOTE: Said limited common element is not a legally subdivided lot.]

Paragraph 5.3 of the Declaration provides that any other common element of the Project which is rationally related to only one Unit shall be deemed a limited common element appurtenant to and for the exclusive use of such Unit.

COMMON INTERESTS

Unit A shall have appurtenant thereto an undivided fifty percent (50%) interest, and Unit B shall have appurtenant thereto an undivided fifty percent (50%) interest, in the common elements of the Project, and in all common profits and expenses of the Project, and for all other purposes, including voting. The percentage interests were arbitrarily determined by the Developer.

ENCUMBRANCES

The Preliminary Report dated January 11, 2001, issued by First Hawaii Title Corporation, discloses that the Project is subject to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. Claims arising out of customary or traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes as provided for in the Hawaii Constitution or the Hawaii Revised Statutes, as amended.

3. GRANT

In Favor Of:	ROBERT L. DENSHAM, unmarried
Dated:	September 5, 1996
Document No.	96-132064
Purpose:	granting an alternative easement for access and incidental purposes.

4. Easement "3" for cemetery purposes as shown on survey map prepared by John S. Terada, Land Surveyor, with Engineers Surveyors Hawaii, Inc., dated April 11, 1998 being more particularly described as follows:

EASEMENT 3

FOR CEMETARY PURPOSES

Beginning at a 1/2 inch pipe at the Southwesterly corner of this easement, being also the end of course number two (2) of the above described parcel of land and running by azimuths measured clockwise from true South:

1.	172°	36'	61.20	feet along the remainder of Grant 4564 to Kaanaana to a 1/2 inch pipe;

Thence along the remainder of Grant 4564 to Kaanaana, on a curve to the left with a radius of 325.00 feet, the chord azimuth and distance being:

2.	170°	56'	36"	18.79	feet, thence;
3.	239°	07'		99.05	feet along the remainder of Grant 4564 to Kaanaana;
4.	329°	07'		86.00	feet along the remainder of Grant 4564 to Kaanaana;
5.	59°	07'		70.65	feet along the remainder of Grant 4564 to Kaanaana;

Thence along the remainder of Grant 4564 to Kaanaana, on a curve to the right with a radius of 150.00 feet, the chord azimuth and distance being:

6.	70°	51'	30"	61.05	feet to the point of beginning and containing an area of 9,800 square feet, more or less.

5. Easement "6" for electrical purposes as shown on survey map prepared by John S. Terada, Land Surveyor, with Engineers Surveyors Hawaii, Inc., dated April 11, 1998 being more particularly described as follows:

EASEMENT 6

FOR ELECTRICAL PURPOSES

Beginning at the Southwesterly corner of this easement, the direct azimuth and distance from the end of course number two (2) of the above described Easement 3 being 167° 41' 43.5" 18.05 feet and running by azimuths measured clockwise from true South:

Along the remainder of Grant 4564 to Kaanaana, on a curve to the left with a radius of 325.00 feet, the chord azimuth and distance being:

1.	165°	39'	48"	5.00	feet, thence;
2.	255°	39'	48"	15.00	feet along the remainder of Grant 4564 to Kaanaana;
3.	345°	39'	48"	5.00	feet along the remainder of Grant 4564 to Kaanaana;
4.	75°	39'	48"	15.00	feet along the remainder of Grant 4564 to Kaanaana to the point of beginning and containing an area of 75 square feet, more or less.

6. Easement "7" for electrical purposes as shown on survey map prepared by John S. Terada, Land Surveyor, with Engineers Surveyors Hawaii, Inc., dated April 11, 1998 being more particularly described as follows:

EASEMENT 7

FOR ELECTRICAL PURPOSES

Beginning at the Southwesterly corner of this easement, being the end of course number six (6) of the above described Lot 4 and running by azimuths measured clockwise from true South:

1.	149°	07'	2.22	feet along the remainder of Grant 4564 to Kaanaana;
2.	239°	07'	15.00	feet along the remainder of Grant 4564 to Kaanaana;
3.	329°	07'	10.00	feet along the remainder of Grant 4564 to Kaanaana;

4.	59°	07'		6.14	feet along the remainder of Grant 4564 to Kaanaana;

Thence along the remainder of Grant 4564 to Kaanaana, on a curve to the left with a radius of 45.00 feet, the chord azimuth and distance being:

5.	100°	23'	41.5"	11.79	feet to the point of beginning and containing an area of 112 square feet, more or less.

7. Easement "8" for electrical purposes as shown on survey map prepared by John S. Terada, Land Surveyor, with Engineers Surveyors Hawaii, Inc., dated April 11, 1998 being more particularly described as follows:

EASEMENT 8

FOR ELECTRICAL PURPOSES

Beginning at the Northwesterly corner of this easement, the direct azimuth and distance from the end of course number seven (7) of the above described Lot 4 being 329° 07' 152.50 feet and running by azimuths measured clockwise from true South:

1.	239°	07'	15.00	feet along the remainder of Grant 4564 to Kaanaana;
2.	329°	07'	5.00	feet along the remainder of Grant 4564 to Kaanaana;
3.	59°	07'	15.00	feet along the remainder of Grant 4564 to Kaanaana;
4.	149°	07'	5.00	feet along the remainder of Grant 4564 to Kaanaana to the point of beginning and containing an area of 75 square feet, more or less.

8. GRANT

In Favor Of:	HAWAII ELECTRIC LIGHT COMPANY, INC., a Hawaii corporation and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, a Hawaii corporation
Dated:	July 13, 1998
Document No.	98-126155
Purpose:	granting an easement for electrical and incidental purposes over Easements "6", "7" and "8".

9. The terms, provisions, covenants, easements and reservations as contained in the following:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASMENT RIGHTS OF PUUKAPU LOTS SUBDIVISION

Dated:	October 13, 1999
Document No.	99-167546
	but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons

10. MORTGAGE

Mortgagor:	SHINJI INABA and ROBIN K. INABA, husband and wife, and PETER A. IN and VANESSA V. IN, husband and wife
Mortgagee:	GE CAPITAL HAWAII, INC., a Hawaii corporation
Dated:	November 10, 1999
Document No.	99-182812
Principal Sum:	$178,500.00
	The present amount due should be determined by contacting the owner of the debt.

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Unit	Monthly Fee	X	12 months =	Yearly Total
A	$125.00	X	12 months =	$ 1,500.00
B	$125.00	X	12 months =	$ 1,500.00

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

Liability Insurance

Unit A $100.00/mo. + Unit B $100.00/mo. = $200.00 X 12 months = $ 2,400.00

Water

Unit A $ 20.00/mo. + Unit B $20.00 /mo. = $40.00 X 12 months = $ 480.00

Reserves

Unit A $5.00/mo. + Unit B $5.00/mo. = $10.00 X 12 months = $120.00

TOTAL

Unit A $125.00/mo. + Unit B $125.00/mo. = $250.00 X 12 months = $ 3,000.00

I, ROBIN K. INABA, one of the developer for the condominium project known as "Lowney Condominium Project," hereby certifies that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Robin K. Inaba

ROBIN K. INABA

Dated November 3, 2000

SALES CONTRACT AND ESCROW AGREEMENT SUMMARY

The Sales Contract provides for the sale of a condominium apartment (the "Residence") by the Developer to a Buyer. The Escrow Agreement provides how the funds paid by the Buyer under the Sales Contract to Escrow are to be held and released. Both the Sales Contract and Escrow Agreement contain many important provisions which are not set out here and should be carefully reviewed by every prospective Buyer. Both documents have been written in language intended to be easier for Buyers to read than that used in traditional legal documents. Some of the important provisions of the Sales Contract are described elsewhere in this Public Report (for example, Exhibits A and F) and are not included in this summary.

The Sales Contract provides for the number, amount and timing of payments the Buyer is to make to Escrow. The Escrow Agreement provides that Escrow is to collect these payments and hold them in accounts with banks or savings institutions that are federally insured. The Sales Contract and Escrow Agreement provide who gets to keep interest that may be earned on the funds with Escrow. The Sales Contract may be cancelled by the Developer, among other reasons, if the Buyer is obtaining financing and fails to obtain a lender commitment within certain time limitations or if the Buyer is a cash buyer and fails to furnish satisfactory evidence of ability to pay within other time periods, if the Buyer's deposit check bounces, or if one of the Buyers dies. In certain cases, the Buyer may be responsible for cancellation fees.

The Escrow Agreement provides for the closing or settlement of the sale. Escrow collects all payments and other amounts owed under the Sales Contract, including closing costs which are shared between the Developer and the Buyer as set forth in the Sales Contract.

If the Buyer defaults under the Sales Contract after an effective date is issued for a Final Public Report for the Project and the Final Public Report is "accepted" by the Buyer, the Buyer may lose all of the deposits with Escrow and the Developer, at its option, may pursue other legal remedies. If the Developer defaults under the Sales Contract, the Buyer shall be entitled to specific performance of the Sales Contract, or shall have the right to cancel and terminate the Sales Contract. If the Buyer cancels and terminates the Sales Contract because of the Developer's default, the Developer shall repay to the Buyer all sums the Buyer has paid to the Developer or to Escrow under the Sales Contract, and the Buyer may sue the Developer for damages or pursue other legal or equitable remedies.

The Sales Contract confirms that the Buyer has had the opportunity to read and approve certain important legal documents for the Project, including the Declaration, Bylaws, and Rules and Regulations.

The Sales Contract provides that the residence must be conveyed to the Buyer free and clear of any blanket liens, such as mortgages covering more than one apartment.

The Sales Contract provides that certain disputes between the Buyer and the Developer or certain parties involved in development of the Project must be mediated.

The Escrow Agreement provides certain protections to Escrow in the event of a dispute between the Buyer and the Developer. These rights include filing an "interpleader" and the right to recover certain fees and costs. In an interpleader action the escrow deposit is given to the court to decide what action to take. The Escrow Agreement sets out escrow fees, escrow cancellation fees and the fees for certain policies of title insurance.

This summary is not complete and will not control in the event of any conflict with a provision in the Sales Contract or the Escrow Agreement. Prospective Buyers are cautioned and encouraged to read carefully the Sales Contract and Escrow Agreement.

BUILDING PERMIT

BUILDING DIVISION

DEPARTMENT OF PUBLIC WORKS
COUNTY OF HAWAII

A PERMIT HAS BEEN ISSUED FOR THE PERFORMANCE OF CERTAIN BUILDING WORK IN ACCORDANCE WITH ALL COUNTY AND STATE LAWS AS FOLLOWS:

PERMIT NO. 005048 DATE JAN 13 2004 TMK 6-4-01:152

OWNER / TENANT Peter A. & Vanessa V. Ing BUILDER Owner/Builder

LOCATION Haikelehua Pl., Kamuela FOR BUILDING DIVISION CHIEF D. Dilbrw

NOTICE TO BUILDERS

The following phases of construction are required to be inspected by this Building Division. Please notify the inspector at least 48 hours prior to each desired inspection. (A FEE OF $50 PER INSPECTION MAY BE ASSESSED WHEN THE REQUESTED PHASE OF CONSTRUCTION IS NOT COMPLETE OR READY)

1. FOUNDATION/SLAB INSPECTION - Termite treatment certificate. After footing excavations are complete and required reinforcing steel forms are in place. After all in-slab or under-floor ancillary items are in place.
2. FRAME INSPECTION - After the roof, all framing, fire blocking, bracing, and metal connectors are in place; all pipes, chimneys and vents are completed; and the rough electrical, plumbing or mechanical installations are approved.
3. SHEAR WALL INSPECTION - Inspection for complete load path and wall prevention.
4. FINAL INSPECTION - After finish grading and the building is completed and ready for occupancy.
5. In addition to the required inspections listed above, the Building Official may require other inspections to ascertain compliance with applicable building regulations.

THIS NOTICE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE SITE DURING THE PROGRESS OF WORK AS REQUIRED BY LAW.

HILO: (808) 961-8331 KONA: (808) 327-3520

EXHIBIT H

BUILDING PERMIT

BUILDING DIVISION

DEPARTMENT OF PUBLIC WORKS
COUNTY OF HAWAII

A PERMIT HAS BEEN ISSUED FOR THE PERFORMANCE OF CERTAIN BUILDING WORK
IN ACCORDANCE WITH ALL COUNTY AND STATE LAWS AS FOLLOWS:

PERMIT NO. 005671 DATE _____ TMK 6-4-001-152

OWNER / TENANT PETER & VANESSA IN BUILDER OWNER

LOCATION WAIKELEHUA, LOT 4 FOR BUILDING DIVISION CHIEF _____

NOTICE TO BUILDERS

The following phases of construction are required to be inspected by the Building Division. Please notify the inspector at least **48 hours** prior to each desired inspection. **(A FEE OF $50 PER INSPECTION MAY BE ASSESSED WHEN THE REQUESTED PHASE OF CONSTRUCTION IS NOT COMPLETE OR READY)**

1. **FOUNDATION/SLAB INSPECTION** - Termite treatment certificate. After footing excavations are complete and required reinforcing steel forms are in place After all in-slab or under-floor ancillary items are in place.

2. **FRAME INSPECTION** - After the roof, all framing, fire blocking, bracing, and metal connectors are in place; all pipes, chimneys and vents are completed; and the rough electrical, plumbing or mechanical installations are approved.

3. **SHEAR WALL INSPECTION** - Inspection for complete load path and uplift prevention.

4. **FINAL INSPECTION** - After finish grading and the building is completed and ready for occupancy.

5. In addition to the required inspections specified above, the Building Official may require other inspections to ascertain compliance with applicable building regulations.

THIS NOTICE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE SITE DURING THE PROGRESS OF WORK AS REQUIRED BY LAW.

HILO: (808) 961-8331 **KONA: (808) 327-3520**

BUILDING PERMIT

BUILDING DIVISION

DEPARTMENT OF PUBLIC WORKS
COUNTY OF HAWAII

"DWELLING"

A PERMIT HAS BEEN ISSUED FOR THE PERFORMANCE OF CERTAIN BUILDING WORK
IN ACCORDANCE WITH ALL COUNTY AND STATE LAWS AS FOLLOWS:

PERMIT NO. 005348 DATE _____ TMK 6-4-01:152

OWNER / TENANT Peter A. & Vanessa V. In BUILDER Owner/Builder

LOCATION Waikelehua Pl.; Kamuela FOR BUILDING DIVISION CHIEF _____

NOTICE TO BUILDERS

The following phases of construction are required to be inspected by the Building Division. Please notify the inspector at least 48 hours prior to each desired inspection. **(A FEE OF $50 PER INSPECTION MAY BE ASSESSED WHEN THE REQUESTED PHASE OF CONSTRUCTION IS NOT COMPLETE OR READY)**

1. **FOUNDATION/SLAB INSPECTION** - Termite treatment certificate. After footing excavations are complete and required reinforcing steel forms are in place After all in-slab or under-floor ancillary items are in place.

2. **FRAME INSPECTION** - After the roof, all framing, fire blocking, bracing, and metal connectors are in place; all pipes, chimneys and vents are completed; and the rough electrical, plumbing or mechanical installations are approved.

3. **SHEAR WALL INSPECTION** - Inspection for complete load path and uplift prevention.

4. **FINAL INSPECTION** - After finish grading and the building is completed and ready for occupancy.

5. In addition to the required inspections specified above, the Building Official may require other inspections to ascertain compliance with applicable building regulations.

THIS NOTICE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE SITE DURING THE PROGRESS OF WORK AS REQUIRED BY LAW.

HILO: (808) 961-8331 **KONA: (808) 327-3520**

BUILDING PERMIT

BUILDING DIVISION

DEPARTMENT OF PUBLIC WORKS
COUNTY OF HAWAII

A PERMIT HAS BEEN ISSUED FOR ~~THE PERFORMANCE~~ "STORAGE SHED" OF CERTAIN BUILDING WORK
IN ACCORDANCE WITH ALL COUNTY AND STATE LAWS AS FOLLOWS:

PERMIT NO. 005347 DATE _____ TMK 6-4-01:152

OWNER / TENANT Peter A. & Vanessa V. In BUILDER Owner/Builder

LOCATION Waikelehua Pl.; Kamuela FOR BUILDING DIVISION CHIEF _____

NOTICE TO BUILDERS

The following phases of construction are required to be inspected by the Building Division. Please notify the inspector at least 48 hours prior to each desired inspection. **(A FEE OF $50 PER INSPECTION MAY BE ASSESSED WHEN THE REQUESTED PHASE OF CONSTRUCTION IS NOT COMPLETE OR READY)**

1. **FOUNDATION/SLAB INSPECTION** - Termite treatment certificate. After footing excavations are complete and required reinforcing steel forms are in place After all in-slab or under-floor ancillary items are in place.

2. **FRAME INSPECTION** - After the roof, all framing, fire blocking, bracing, and metal connectors are in place; all pipes, chimneys and vents are completed; and the rough electrical, plumbing or mechanical installations are approved.

3. **SHEAR WALL INSPECTION** - Inspection for complete load path and uplift prevention.

4. **FINAL INSPECTION** - After finish grading and the building is completed and ready for occupancy.

5. In addition to the required inspections specified above the Building Official may require other inspections to ascertain compliance with applicable building regulations

THIS NOTICE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE SITE DURING THE PROGRESS OF WORK AS REQUIRED BY LAW.

HILO: (808) 961-8331 **KONA: (808) 327-3520**

JOB: -N, PETER DATE: 5/23/00 TIME: 14:40

BUILDING INSPECTION Bp 005671 & 005169

- ☐ FOUNDATION
- ☐ CONCRETE SLAB/UNDER-FLOOR
- ☐ FRAMING
- ☐ LATH OR GYPSUM BOARD
- ☒ FINAL
- ☐ OTHERS _____
- ☒ APPROVED
- ☐ NOT APPROVED
- ☐ AS NOTED
- ☐ RE-INSPECTION

ROBERT USAGAWA - BUILDING INSPECTOR

COUNTY OF HAWAII, DEPARTMENT OF PUBLIC WORKS, BUILDING DIVISION

PHONE NO. 327-3520

FAX NO. 327-3509

JOB: JN, PETER DATE: 8/10/00 TIME: 08.

BUILDING INSPECTION

- ☐ FOUNDATION
- ☐ CONCRETE SLAB/UNDER-FLOOR
- ☐ FRAMING
- ☐ LATH OR GYPSUM BOARD
- ☒ FINAL
- ☐ OTHERS _____
- ☒ APPROVED
- ☐ NOT APPROVED
- ☒ AS NOTED
- ☐ RE-INSPECTION

Bp 005048 (EQ SHED) – OK

Bp 005347 (STOR. SHED) – OK

Bp 005348 (DWELLING) – OK

ROBERT USAGAWA - BUILDING INSPECTOR

COUNTY OF HAWAII, DEPARTMENT OF PUBLIC WORKS, BUILDING DIVISION

PHONE NO. 327-3520

FAX NO. 327-3509

BUILDING PERMIT

BUILDING DIVISION

DEPARTMENT OF PUBLIC WORKS
COUNTY OF HAWAII

A PERMIT HAS BEEN ISSUED FOR THE PERFORMANCE OF CERTAIN BUILDING WORK
IN ACCORDANCE WITH ALL COUNTY AND STATE LAWS AS FOLLOWS:

PERMIT NO. 006710 DATE DEC 27 2000 TMK 6-4-001-152

OWNER / TENANT SHUNJI & ROBIN INABA BUILDER W F YARDLEY BUILDERS

LOCATION WAIKELEHUA PLACE, KAMUELA FOR BUILDING DIVISION CHIEF

NOTICE TO BUILDERS

The following phases of construction are required to be inspected by the Building Division. Please notify the inspector at least 48 hours prior to each desired inspection. **(A FEE OF $50 PER INSPECTION MAY BE ASSESSED WHEN THE REQUESTED PHASE OF CONSTRUCTION IS NOT COMPLETE OR READY)**

1. **FOUNDATION/SLAB INSPECTION** - Termite treatment certificate. After footing excavations are complete and required reinforcing steel forms are in place. After all in-slab or under-floor ancillary items are in place.
2. **FRAME INSPECTION** - After the roof, all framing, fire blocking, bracing, and metal connectors are in place; all pipes, chimneys and vents are completed; and the rough electrical, plumbing or mechanical installations are approved.
3. **SHEAR WALL INSPECTION** - Inspection for complete load path and uplift prevention.
4. **FINAL INSPECTION** - After finish grading and the building is completed and ready for occupancy.
5. In addition to the required inspections specified above, the Building Official may require other inspections to ascertain compliance with applicable building regulations.

THIS NOTICE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE SITE DURING THE PROGRESS OF WORK AS REQUIRED BY LAW.

HILO: (808) 961-8331 KONA: (808) 327-3520

Robin Franke

JOB: 006710 DATE: 12/28 TIME

BUILDING INSPECTION Franke

- ☐ FOUNDATION
- ☐ CONCRETE SLAB/UNDER-FLOOR
- ☐ FRAMING
- ☐ LATH OR GYPSUM BOARD
- ☒ FINAL
- ☐ OTHERS _____
- ☒ APPROVED
- ☐ NOT APPROVED
- ☐ AS NOTED
- ☐ RE-INSPECTION

PATRICK TANIHIRO - BUILDING INSPECTOR

COUNTY OF HAWAII, DEPARTMENT OF PUBLIC WORKS, BUILDING DIVISION

PHONE NO. 961-8476

FAX NO. 961-8410