



**Disclosure Abstract:** Separate Disclosure Abstract on this condominium project:

Required and attached to this report     Not Required - Disclosures covered in this report.

**Summary of Changes from Earlier Public Reports:**

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

No prior reports have been issued by the developer.

Changes made are as follows:

**SPECIAL ATTENTION**

This is a CONDOMINIUM PROJECT and not a subdivision. The land area beneath and immediately appurtenant to each apartment unit is designated a LIMITED COMMON ELEMENT and is not a legally subdivided lot. The broken lines on the Condominium Map bounding the designated number of square feet within each limited common element land area are for illustrative purposes only, and should in no way 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 owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

## **Operation of the Condominium Project**

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

**I. PERSONS CONNECTED WITH THE PROJECT**

Developer: Alvin Norio Furuike and Sandra Pang Furuike Phone: (808) 988-4803  
 Name\* 3718 Loulu Street  
 Business Address Honolulu, Hawaii 96822

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

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Real Estate Broker\*: Peter J. Haines (B) Phone: (808) 545-3176  
 Name 2764 C Booth Road  
 Business Address Honolulu, Hawaii 96813

Escrow: First American Title Company, Inc. Phone: (808) 536-3866  
 Name 333 Queen Street, Suite 700  
 Business Address Honolulu, Hawaii 96813

General Contractor\*: None Phone: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Business Address \_\_\_\_\_

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

Attorney for Developer: Law Offices of Anders G. O. Nervell, ALC Phone: (808) 523-0105  
 Name 700 Bishop Street, Suite 2100  
 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:

<input type="checkbox"/>	Proposed				
<input type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No.	_____	
			Book	_____	Page _____
<input checked="" type="checkbox"/>	Filed -	Land Court:	Document No.	<u>2786119</u>	

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

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:

<input type="checkbox"/>	Proposed				
<input type="checkbox"/>	Recorded -	Bureau of Conveyances Condo Map No.	_____		
<input checked="" type="checkbox"/>	Filed -	Land Court Condo Map No.	<u>1463</u>		

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

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:

<input type="checkbox"/>	Proposed				
<input type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No.	_____	
			Book	_____	Page _____
<input checked="" type="checkbox"/>	Filed -	Land Court:	Document No.	<u>2786120</u>	

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

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>100%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>Board of Directors</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:

1. To grant easements for utility easements (see paragraph 7.5 of the Declaration).
2. To amend the Declaration by filing an "as built" certificate (see paragraph 20.1 of the Declaration).
3. To amend the Declaration to comply with the requirements imposed by law, title insurers, lenders, etc. (see paragraph 20.2 of the Declaration).
4. To amend the By-Laws to comply with the requirements imposed by law, title insurers, lenders, etc. (see Section 10.2(a) of the By-Laws).

**III. THE CONDOMINIUM PROJECT**

**A. Interest to be Conveyed to Buyer:**

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

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

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

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

---

Lease Rent Payable:     Monthly                       Quarterly  
                                  Semi-Annually                       Annually

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

**For Sub-leaseholds:**

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

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

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

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

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

---

Lease Rent Payable:     Monthly                       Quarterly  
                                  Semi-Annually                       Annually

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

Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

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

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

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

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

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

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

**B. Underlying Land:**

Address: 1693 & 1693-A Mott-Smith Drive Tax Map Key (TMK): (1) 2-4-29-41  
Honolulu, Hawaii 96822

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

Land Area: 9,750  square feet  acre(s) Zoning: R-5

Fee Owner: Alvin Norio Furuike and Sandra Pang Furuike  
 Name  
3718 Loulu Street  
 Address  
Honolulu, Hawaii 96822

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: 2 Floors Per Building: 1 (Dwelling Unit 1693) and 2 (Dwelling Unit 1693-A)  
 Exhibit "A" contains further explanations.

3. Principal Construction Material:

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

4. Uses Permitted by Zoning

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

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

5. Special Use Restrictions:

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

- Pets: See Article X, Section 10.7 of By-Laws (Dogs, cats and other household pets in reasonable numbers are permitted)
- Number of Occupants: \_\_\_\_\_
- Other: \_\_\_\_\_
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: none                      Stairways: 1 (Dwelling Unit 1693-A)                      Trash Chutes: none

<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>SEE EXHIBIT "A"</u>	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 2

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

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

Boundaries of Each Apartment:  
SEE EXHIBIT "A"

Permitted Alterations to Apartments:

Subject to restrictions in the Declaration and the By-Laws, an apartment owner may make additions to or alterations of his or her apartment or limited common elements appurtenant to such apartment. Furthermore, handicapped occupants may make reasonable modifications to their apartments, the limited common elements appurtenant thereto, and/or the common elements, at their own expense.

Apartments Designated for Owner-Occupants Only: N/A

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

	<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>1</u>	<u>3</u>	_____	_____	_____	_____	<u>4</u>
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open:	<u>4</u>		<u>0</u>		<u>0</u>		<u>4</u>

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: "A" contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool                       Storage Area                       Recreation Area

Laundry Area                       Tennis Court                       Trash Chute/Enclosure(s)

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

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations SEE EXHIBIT "B"

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):

Based on a report by Edward A. Resh, the structures, as well as the electrical and plumbing systems, are in good condition, and the expected useful life is estimated to be between 15 and 20 years. SEE EXHIBIT "E". The Developer makes no representations regarding the expected useful life of the structural components and the mechanical and electrical installations.

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:

A variance was granted on May 8, 1956 to permit two single-family detached dwellings on a lot that lacks twice the minimum lot area required for two dwellings. SEE EXHIBITS "B" and "C".

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	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:

described in Exhibit "F".

as follows:

\* A variance was granted on May 8, 1956 to permit two single-family detached dwellings on a lot that lacks twice the minimum lot area required for two dwellings. Both dwellings may be repaired, expanded, or reconstructed, provided that new construction meets the current zoning code requirements, including yard setbacks, height limit, and building area (lot coverage), as well as building code regulations. SEE EXHIBITS "B", "C" and "D".

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 "F".

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: The percentage of common interest appurtenant to each apartment in the Project is 50%.

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 "H" describes the encumbrances against the title contained in the title report dated January 17, 2002 and issued by First American Title Company, Inc.

**Blanket Liens:**

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

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

[ 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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed <b>Prior to Conveyance</b></u>
Mortgage	Buyer's interest is subordinate to mortgagee's and is subject to termination. Buyer is entitled to return of any deposits paid, less escrow cancellation fees.

**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: None. Units to be conveyed "as is".

2. Appliances: None. Appliances to be conveyed "as is".

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

Dwelling Unit 1693 was constructed in 1935, and Dwelling Unit 1693-A was constructed in 1947 and was converted to a two-story single-family dwelling under Building Permit #128598 issued on August 23, 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):



## 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:

- [ X ] Notice to Owner Occupants
- [ X ] Specimen Sales Contract  
Exhibit "J" contains a summary of the pertinent provisions of the sales contract.
- [ X ] Escrow Agreement dated March 13, 2002  
Exhibit "K" contains a summary of the pertinent provisions of the escrow agreement.
- [ ] Other \_\_\_\_\_

### B. **Buyer's Right to Cancel Sales Contract:**

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

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

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

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

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

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

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

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
  - B) Declaration of Condominium Property Regime, as amended.
  - C) Bylaws of the Association of Apartment Owners, as amended.
  - D) House Rules, if any.
  - E) Condominium Map, as amended.
  - F) Escrow Agreement.
  - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
  - H) Other \_\_\_\_\_

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

This Public Report is a part of Registration No. 4827 filed with the Real Estate Commission on March 15, 2002.

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**

Disclosure Regarding Building Permits. The City and County of Honolulu Tax Office records list building permits on both structures for most of the additions and alterations with the exception of the dining area for Dwelling Unit 1693-A. Therefore, the square footage of Dwelling Unit 1693-A does not agree with the Tax Office records.

Disclosure Regarding "AS-IS" Sale. The two apartments will be conveyed in their present "as is" condition. Potential buyers are strongly urged to have a professional home inspection to ascertain the exact condition of the property.

Hazardous Materials. The developer neither prepared nor commissioned a Phase 1 Environmental Site Assessment and makes no representations or warranties whatsoever. The developer has made no independent investigation as to asbestos or other hazardous substances in the apartments or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that in light of the age of the Project, there may be asbestos and other hazardous substances in the apartments, or in, under or around the Project. Because of the possible presence of such substances, Buyer should have the apartment inspected to determine the extent (if any) of such contamination and any necessary remedial action. The developer will not correct any defects in the apartments or in the Project or anything installed or contained therein and Buyer expressly releases the developer from any liability to Buyer if any hazardous materials are discovered.

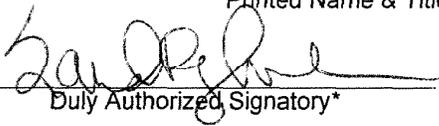
Lead Warning Statement. Pursuant to federal law, 42, U.S.C 4852(d), the Residential Lead-Based Paint Reduction Act, "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

- 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 (The developer is required to make this declaration for issuance of an effective date for a public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

ALVIN NORIO FURUIKE and SANDRA PANG FURUIKE  
 Print Name of Developer

By:  3/13/02  
 Duly Authorized Signatory\* Date

ALVIN NORIO FURUIKE, Developer  
 Printed Name & Title of Person Signing Above

By:  3/13/02  
 Duly Authorized Signatory\* Date

SANDRA PANG FURUIKE, Developer  
 Printed Name & Title of Person Signing Above

Distribution:

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

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

## EXHIBIT "A"

### Description of Apartments

There are two (2) separate condominium apartments in the Project. Each of the two (2) residential dwellings contains one (1) condominium apartment. The apartments are referred to as "Dwelling Units" on the Condominium Map, and are more particularly described below:

(1) Dwelling Unit 1693 is a one-story residential building with a basement, constructed in 1935. Dwelling Unit 1693 contains a kitchen, a living/dining area, a storage area, two (2) bedrooms, two (2) baths, and a master suite. Dwelling Unit 1693 also has an appurtenant laundry area. The total net living area of Dwelling Unit 1693 is approximately 1,395.50 square feet. The area of the basement is approximately 170.00 square feet, and the area of the laundry area is approximately 24.00 square feet. Dwelling Unit 1693 also has two (2) appurtenant limited common element open parking stalls (Parking Stall A and Parking Stall B).

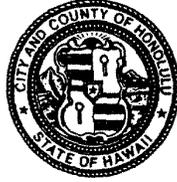
(2) Dwelling Unit 1693-A is a two-story residential building without a basement, constructed in 1947. The upper level of Dwelling Unit 1693-A contains a kitchen, a dining area, a living area, one (1) bedroom, one (1) bath, and a laundry room. In addition, the upper level contains a 220 square feet carport with one (1) parking stall (Parking Stall C). The lower level of Dwelling Unit 1693-A contains two (2) bedrooms. The total net living area of Dwelling Unit 1693-A is approximately 1,295.00 square feet. In addition to Parking Stall C, Dwelling Unit 1693-A also has one (1) appurtenant limited common element open parking stall (Parking Stall D).

Boundaries of Each Apartment. Each Unit consists of (a) all footings, floors, foundations, perimeter walls and roofs of the Building and all other improvements from time to time located upon the Dwelling Area appurtenant to the Units; (b) all of the space, fixtures, walls and other improvements located within such footings, floors, foundations, perimeter walls and roofs; (c) all exterior surfaces and finishes of such footings, floors, foundations, perimeter walls and roofs; (d) all decks, lanais, porches, steps, stairs or other improvements physically attached to any Building and for the exclusive use of the Owners and occupants of any Building; and (e) all portions of any carport or garage physically attached to, or contained in, any Building or located on the Dwelling Area appurtenant to the Unit and for the exclusive use of the owner and occupants of the Unit. The foregoing, as initially established or as hereafter changed pursuant to Paragraph 19.1 of the Declaration, is referred to herein as a Unit. A Unit shall not be deemed to include any pipes, wires, ducts, conduits, or other utility or service lines running through a Unit (or the Dwelling Area appurtenant to such Unit) which are utilized by or serve any other Unit.

END OF EXHIBIT "A"

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

650 SOUTH KING STREET • HONOLULU, HAWAII 96813  
TELEPHONE: (808) 523-4414 • FAX: (808) 527-6743 • INTERNET: [www.co.honolulu.hi.us](http://www.co.honolulu.hi.us)



JEREMY HARRIS  
MAYOR

RANDALL K. FUJIKI, AIA  
DIRECTOR

LORETTA K.C. CHEE  
DEPUTY DIRECTOR

2001/ELOG-4670(LT)

February 25, 2002

Mr. Peter J. Haines  
Affordable Housing Specialists, Inc.  
2764C Booth Road  
Honolulu, Hawaii 96813

Dear Mr. Haines:

Subject: Condominium Conversion Project  
1693 & 1693A Mott-Smith Drive  
Tax Map Key: 2-4-29: 41

This is in response to your letter dated December 4, 2001 requesting verification that the structures at the above-mentioned property met all applicable code requirements at the time of construction.

Investigation revealed that the one-story single-family detached dwelling and the servant's quarters with four all-weather surface parking spaces met all applicable code requirements when they were constructed in 1935 and 1947, respectively, on this 9,750-square foot R-5 Residential District zoned lot.

Zoning Variance No. 1956/Z-54, approved on May 8, 1956 (by Committee Report No. 1755), permitted two single-family detached dwellings on a lot that lacked twice the minimum lot area required for two dwellings.

Investigation also revealed that the servant's quarters was converted to a two-story single-family detached dwelling with building permit #128598 issued on August 23, 1956.

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

**EXHIBIT " B "**

Mr. Peter J. Haines  
February 25, 2002  
Page 2

The Department of Planning and Permitting cannot determine all legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.

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

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

Sincerely yours,

  
RANDALL K. FUJIKI, AIA  
Director of Planning and Permitting

RKF:ft  
Doc 141616

April 24, 1956

APPLICANTS: ROBERT AND Thelma Pimental  
SUBJECT: Request for zoning variance from Class A residential regulations to permit enlargement and installation of kitchen facilities to an existing accessory building  
LOCATION: Makiki - 1693 Mott-Smith Drive  
Waikiki side of Mott-Smith Drive between Piikoi Street and Nehoa Street  
TAX MAP KEY: 2-4-29; Parcel 41 AREA: 9,750 sq. ft.

Request for zoning variance from Class A residential regulations to permit enlargement and installation of kitchen facilities to an existing accessory building. The lot in question has 9,750 square feet with one existing single family dwelling and an accessory building in the rear.

Presently, the applicants' parents lives in the main front house and the applicants are living in the accessory building. The request is made so that they may be able to cook their own meals instead of using their parents' kitchen. They note that this arrangement is inconvenient for their three small children.

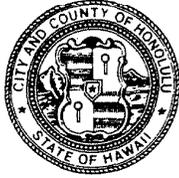
To allow the kitchen in the accessory building would mean having two units on 9,750 square feet in a Class A residential zone. The lot lacks 250 sq. ft. to comply with the Class A regulations for the construction of two single family units. Assuming 5,000 sq. ft. for the main front house and 4,750 sq. ft. for the proposed rear unit, it seems to be within a reasonable variance requirement for two single family units on 9,750 sq. ft. of land.

EXHIBIT "C"

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

650 SOUTH KING STREET • HONOLULU, HAWAII 96813  
TELEPHONE: (808) 523-4414 • FAX: (808) 527-6743 • INTERNET: [www.co.honolulu.hi.us](http://www.co.honolulu.hi.us)

JEREMY HARRIS  
MAYOR



RANDALL K. FUJIKI, AIA  
DIRECTOR

LORETTA K.C. CHEE  
DEPUTY DIRECTOR

2001/CLOG-3946 (RB)

October 2, 2001

Mr. Peter J. Haines  
2764 C Booth Road  
Honolulu, Hawaii 96813

Dear Mr. Haines:

Zoning Variance No. 1956/Z-54  
Rodger and Thelma Pimental  
1693 Mott-Smith Drive - Makiki  
Tax Map Key 2-4-29: 41

This is in response to your inquiry of September 25, 2001, about converting the above site to condominium property regime (CPR).

We understand your question is whether the two single-family dwellings on the above site can be reconstructed. Zoning Variance No. 1956/Z-54, approved by the Board of Supervisors on May 8, 1956 (by Committee Report No. 1755), permitted two single-family dwellings on a lot that lacked twice the minimum lot area required for two dwelling units. The variance did not include conditions of approval or a time limit. Therefore, both dwellings may be repaired, expanded, or reconstruction, provided that new construction meets the current zoning code requirements, including yard setbacks, height limit, and building area (lot coverage), as well as building code regulations.

If you have any questions, please contact Robert Bannister of our staff at 527-5025.

Sincerely yours,

A handwritten signature in black ink that reads "Robert A. Bannister". The signature is written in a cursive style.

for RANDALL K. FUJIKI, AIA  
Director of Planning  
and Permitting

RKF:nt

DOC. NO. 118125

**EXHIBIT "D"**

**ARCHITECTURAL  
ASSOCIATES**

Design and  
Architectural Drafting

Renovations  
New Custom Homes

To: Alvin & Sandra Furuike  
3718 Loulu St. Honolulu HI 96822

Res: 988-4803  
Fax: 988-1164

Edward A. Resh  
Architect

To Whom It May Concern;

As per your instructions, a visual inspection was made of the property located at: Unit Numbers 1693 and 1693-A Mott Smith Drive, Honolulu, Hawaii.

The purpose of the inspection was to examine and comment on the present state of the buildings.

The following describes my assessment of the present condition of the buildings:

1. The structures appear in good condition. The units are habitable and appear to be free from major structural defects.

2. The electrical and plumbing systems appear to be functioning properly and seem to be in good condition.

3. The expected useful life is estimated to be between 15 and 20 years.

CONCLUSION: The buildings at present are in good condition with no major structural defects.

Very truly yours,

Signature: Edward A. Resh Date: 1/15/02

Name of Architect/Engineer: Edward A. Resh

Registered Professional Title: ARCHITECT

Hawaii Registration Number: 3239

**EXHIBIT "F"**

**Description of Common Elements**

The common elements include the following located within the Project:

- (1) The Land in fee simple described in Exhibit "A" attached hereto and made a part hereof;
- (2) All pipes, cables, wires, ducts, conduits, electrical equipment, or other utility or service lines, drainage ditches or appurtenant drainage structures and retaining walls (if any), which are located outside the Units and which are utilized for or serve more than one Unit;
- (3) All pipes, cables, wires, ducts, conduits, electrical equipment, or other utility or service lines running through a Unit which are utilized by or serve more than one Unit;
- (4) Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

**END OF EXHIBIT "F"**

**EXHIBIT "G"**

**Description of Limited Common Elements**

The limited common elements include the following located within the Project:

(1) The limited common elements so set aside and reserved for the exclusive use of Dwelling Unit 1693 are as follows:

(a) The site on which Dwelling Unit 1693 is located, consisting of the land beneath and immediately adjacent to Dwelling Unit 1693 (including any yard areas, landscaping, driveways, walkways, and access areas), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Dwelling Unit 1693. The site is referred to in the Declaration as the Dwelling Area, and the Dwelling Area for Dwelling Unit 1693 contains an area of 4,238 square feet; and

(b) The two (2) uncovered parking stalls located on the Dwelling Area for Dwelling Unit 1693, being Parking Stall A and Parking Stall B, as shown and delineated on the Condominium Map.

(2) The limited common elements so set aside and reserved for the exclusive use of Dwelling Unit 1693-A are as follows:

(a) The site on which Dwelling Unit 1693-A is located, consisting of the land beneath and immediately adjacent to Dwelling Unit 1693-A (including any yard areas, landscaping, driveways, walkways, and access areas), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Dwelling Unit 1693-A. The site is referred to in the Declaration as the Dwelling Area, and the Dwelling Area for Dwelling Unit 1693-A contains an area of 5,512 square feet.

(b) The uncovered parking stall located on the Dwelling Area for Dwelling Unit 1693-A, being Parking Stall D, as shown and delineated on the Condominium Map.

(3) Any other common element of the Project which is rationally related to fewer than all the Units shall be deemed a limited common element appurtenant to and for the exclusive use of such Unit to which it is rationally related.

**END OF EXHIBIT "G"**

**EXHIBIT "H"**

**List of Encumbrances Against Title**

Encumbrances against the title as contained in the Commitment for Title Insurance dated January 17, 2002, and issued by First American Title Company are as follows:

1. For Real Property Taxes that may be due and owing reference is made to the Office of the Tax Assessor, City and County of Honolulu.
2. Terms and provisions set forth in that certain Warranty Deed dated June 14, 1995, recorded in said Office of the Assistant Registrar of the Land Court as Document No. 2244777.
3. Mortgage dated June 16, 1995 in favor of American Savings Bank, F.S.B. a federal savings bank, recorded in said Office of the Assistant Registrar of the Land Court as Document No. 2244778.
4. The terms and provisions contained in that certain Mutual Encroachment Agreement and License dated June 16, 1995, recorded in said Office of the Assistant Registrar of the Land Court as Document No. 2244780.
5. Declaration of Condominium Property Regime dated March 11, 2002, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2786119.
6. By-Laws of the Association of Apartment Owners dated March 11, 2002, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2786120.

**END OF EXHIBIT "H"**

**Exhibit "I"**

**Estimate of Initial Maintenance Fees  
And  
Estimate of Maintenance Fee Disbursements**

**Estimate of Initial Maintenance Fees:**

<b><u>Apartment Unit No.</u></b>	<b><u>Monthly Fee X 12 Months</u></b>	<b><u>=</u></b>	<b><u>Yearly Total</u></b>
1693	\$0	=	\$0
1693-A	\$0	=	\$0

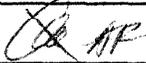
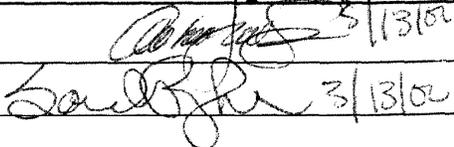
The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

**EXHIBIT "I"**

**"1693 & 1693-A MOTT SMITH CPR**  
**ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

DESCRIPTION OF ITEMS	PAID BY ASSOC. OR INDIVIDUAL?	MONTHLY TOTAL	YEARLY TOTAL
<b>UTILITIES &amp; SERVICES</b>			
Air Conditioning	Individual		
Electricity	Individual		
( ) Common Elements	n/a		
( ) Common Elements & Apartments	n/a		
Elevator	n/a		
Gas	Individual		
Refuse Collection	n/a		
Telephone	Individual		
Water & Sewer	Individual		
<b>MAINTENANCE, REPAIRS &amp; SUPPLIES</b>			
Buildings	Individual		
Grounds	Individual		
<b>MANAGEMENT</b>			
Management Fee	n/a		
Payroll & Payroll Taxes	n/a		
Office Expenses	n/a		
<b>INSURANCE (FOR COMMON ELEMENTS)</b>			
Homeowner's Insurance	Individual		
<b>RESERVES (*) FOR GROUNDS</b>			
	Individual		
<b>TAXES &amp; GOVERNMT ASSESSMENTS</b>			
	Individual		
<b>AUDIT FEE</b>	n/a		
<b>Other</b>	n/a		
<b>TOTAL MONTHLY FEES / UNIT</b>		<b>\$0</b>	<b>\$0</b>

I/we, ALVIN NORIO FURUIKE and SANDRA PANG FURUIKE the owners/developers of the "1693 & 1693-A Mott Smith" 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.

<del>Officer's Name / Title</del>	<del>Signature and Date</del>
ALVIN NORIO FURUIKE	 3/13/02
SANDRA PANG FURUIKE	 3/13/02

**(\*) Reserve Study** for the Association's common elements has not been completed. The common elements consist of no physical improvements, only a line dividing the two limited common elements. The association is not planning to study the costs to maintain and replace the common elements, nor use this study to prepare a long-term budget for the maintenance and replacement of the common elements.

**Changes to Maintenance Fee Schedule:** This budget reflects the Developer's estimates of Association costs, and may be amended in the future according to the findings of the Association's Board of Directors. This budget may be reviewed and revised by the Board of Directors on a continual basis.

**EXHIBIT "J"**

**Summary of Pertinent Provisions of Sales Contract**

The sales contract contains the price, description and location of the apartment and other terms and conditions under which a buyer will agree to buy an apartment in the Project. Among other things, the sales contract provides:

1. A section for financing to be filled in and agreed to by the parties which will set forth how the buyer will pay the purchase price.
2. That a buyer's deposits will be held in escrow until the sales contract is closed or cancelled.
3. That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
4. That in the event of default:  
If buyer defaults:
  - (1) Seller may bring an action for breach of contract;
  - (2) Seller may retain the deposits as liquidated damages;
  - (3) Buyer is responsible for any costs incurred under the sales contract.If seller defaults:
  - (1) Buyer may bring an action for breach of contract;
  - (2) Buyer may bring an action for specific performance;
  - (3) Seller is responsible for any costs incurred under the sales contract.

The prevailing party is entitled to recover all costs incurred including reasonable attorney's fees. Escrow fees incurred shall be deducted before disbursement to the prevailing party.

THE SALES CONTRACT CONTAINS VARIOUS OTHER PROVISIONS WHICH THE BUYER SHOULD BECOME ACQUAINTED WITH. THE INFORMATION CONTAINED HEREIN IS ONLY A SUMMARY OF THE TERMS OF THE SALES CONTRACT. FOR MORE DETAILED INFORMATION, YOU MUST SECURE A COPY OF THE SALES CONTRACT AND READ IT THOROUGHLY.

**END OF EXHIBIT "J"**

## EXHIBIT "K"

### Summary of Pertinent Provisions of Escrow Agreement

The following is a summary of the escrow agreement dated March 13, 2002, entered into by and between ALVIN NORIO FURUIKE and SANDRA PANG FURUIKE, ("Seller"), and FIRST AMERICAN TITLE COMPANY, LTD., a Hawaii corporation ("Escrow").

The escrow agreement establishes an arrangement under which the deposits a buyer makes under a Deposit, Receipt, Offer and Acceptance ("sales contract") will be held by a neutral party (i.e., Escrow). Under the escrow agreement these things will or may happen:

- (a) Signed copies of the sales contract will be provided to Escrow.
- (b) Escrow will collect payments due pursuant to the sales contract.
- (c) Seller will notify Escrow who in turn will notify buyer when payments are due.
- (d) Escrow will accept buyer's payments pursuant to the sales contract and will hold the funds or make payments according to the escrow agreement.
- (e) The escrow agreement states under what conditions escrow will disburse buyer's funds. Escrow will disburse upon receipt of the following:
  - 1. the conveyance document;
  - 2. all necessary releases of encumbrances;
  - 3. the full amount of the purchase price;
  - 4. any mortgage or other instrument securing payment; and
  - 5. purchaser's share of the closing costs.
- (f) Under the escrow agreement buyer shall be entitled to a refund, if buyer makes a written request for a refund and Escrow has received a written request from Seller to return buyer's funds. In addition, by law, (under Sections 514A-62 and -63, Hawaii Revised Statutes) buyer has a right to rescind a sales contract.
- (g) The escrow agreement states what will happen to a buyer's funds upon default under the sales contract. Seller is required to certify to Escrow in writing that buyer defaults and that Seller is terminating the contract. Escrow will notify buyer by certified mail that Seller has cancelled contract. Escrow will treat the buyer's funds as belonging to the Seller subject to the provisions relating to dispute and conflicting demands.
- (h) Escrow will coordinate and supervise the signing of all necessary documents.
- (i) The escrow agreement sets forth Escrow's responsibilities in the event of any disputes.

THE ESCROW AGREEMENT CONTAINS VARIOUS OTHER PROVISIONS AND ESTABLISHES CERTAIN CHARGES WITH WHICH THE PURCHASER SHOULD BECOME ACQUAINTED. THE INFORMATION CONTAINED IHEREIN IS ONLY A SUMMARY OF THE TERMS OF THE AGREEMENT. FOR MORE DETAILED INFORMATION, YOU MUST SECURE A COPY OF THE AGREEMENT AND READ IT THOROUGHLY.

**END OF EXHIBIT "K"**