

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer

Abraham Won Hwan Lee

Address P. O. Box 61099

Honolulu, Hawaii 96839

Project Name(*): "2251 WAIOMAO ROAD"

Address: 2251 & 2251-A Waiomao Road; 2184, 2185, 2188 & 2189 Helo Place, Honolulu, HI 96816

Registration No. 4896 Effective date: July 18, 2002

(Conversion) Expiration date: August 18, 2003

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 advise 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.
X FINAL (white) The developer has legally created a condominium and has filed complete information with the Commission.
SUPPLEMENTARY (pink) This report updates information contained in the: Preliminary Public Report dated: Final Public Report dated: Supplementary Public Report dated: And Supersedes all prior public reports. Must be read together with This report reactivates the public report(s) which expired on

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

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

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

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 the 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 government 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.

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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 a 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:

Abraham Won Hwan Lee Name* Phone: 988-3741 (Business)
P. O. Box 61099 Business Address
Honolulu, Hawaii 96839

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*:

Realty Edge, Inc. Name Phone: 951-8888 (Business)
1655 Makaloa St., PH-2701B Business Address
Honolulu, Hawaii 96814

Escrow:

First American Title Company, Inc. Name Phone: 487-5100 (Business)
98-030 Hekaha Street, Suite 14 Business Address
Aiea, Hawaii 96701

General Contractor*:

N/A Name Phone: (Business)
Business Address

Condominium Managing Agent*:

Self-managed by the Association of Apartment Owners Name Phone: (Business)
Business Address

Attorney for Developer:

Reid A. Nakamura, Esq. Name Phone: (808) 533-3999 (Business)
707 Richards Street, Suite 600 Business Address
Honolulu, Hawaii 96813

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

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

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

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

The Declaration for this condominium is:

Proposed
 Recorded - Bureau of Conveyances Document No. 2002-113743
Book _____ Page _____
 Filed - Land Court Document No. _____

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

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

The Condominium Map for this condominium project is:

Proposed
 Recorded - Bureau of Conveyances Condo Map No. 3459
 Filed - Land Court Condo Map No. _____

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

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

The Bylaws for this condominium are:

Proposed
 Recorded - Bureau of Conveyances Document No. 2002-113744
Book _____ Page _____
 Filed - Land Court Document No. _____

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

- d. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations,

hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial house rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules.

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>100%</u>
Bylaws	65%	<u>65%</u>
House Rules	—	<u>Majority of the 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:

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

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

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

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

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

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

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

For Subleaseholds:

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

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

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

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

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

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

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

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

[] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advise 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: 2251 & 2251-A Waiomao Road; 2184, 2185, 2188 & 2189

Tax Map Key (TMK): (1) 3-4-15-17

Helo Place, Honolulu, Hawaii 96816

Address TMK is expected to change because _____

Land Area: 129,067 square feet acre(s) Zoning: R-5 / P-1

Fee Owner: Masataka Shoma, as Trustee
 Edith M. Shoma, as Trustee
 Tom Y. Fuchigami, as Trustee
 Miriam T. Fuchigami, as Trustee

 Name

 c/o Realty Edge, Inc.
 Address

 1655 Makaloa St., PH-2701B, Honolulu, HI 96814

Lessor: n/a _____

 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: Six Floors Per Building Units 2251, 2251-A, 2184,
 2185 - 2 floors each
Units 2188, 2189-1 floor each

Exhibit ____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood
 Other _____

4. Uses Permitted by Zoning:

	<u>No. of Apts.</u>	<u>Uses Permitted By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>6*</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

* see page 20.

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: Dogs, cats and other customary household pets may be kept in reasonable numbers pursuant to rules and regulations adopted by the Board
- Number of Occupants: _____
- Other: _____
- There are no special restrictions.

6. Interior (fill in appropriate numbers):

Elevators: n/a Stairways: _____ Trash Chutes: n/a

<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>Unit 2251</u>	<u>1</u>	<u>3/1</u>	<u>914</u>	<u>264</u>	<u>carport/laundry</u>
<u>Unit 2251-A</u>	<u>1</u>	<u>3/1</u>	<u>2,496</u>	<u>480</u>	<u>carport</u>
<u>Unit 2189</u>	<u>1</u>	<u>3/1</u>	<u>809</u>	<u>466</u>	<u>deck</u>
<u>Unit 2188</u>	<u>1</u>	<u>3/1</u>	<u>809</u>	<u>170</u>	<u>garage</u>
<u>Unit 2185</u>	<u>1</u>	<u>3/1</u>	<u>809</u>	<u>245</u>	<u>carport</u>
<u>Unit 2184</u>	<u>1</u>	<u>3/1</u>	<u>809</u>	<u>110</u>	<u>laundry</u>
<u>Total Apartments:</u>	<u>6</u>			<u>360</u>	<u>carport</u>

***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:

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 --- elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 9

	<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>5</u>	<u>2</u>	<u>2</u>	<u> </u>	<u> </u>	<u> </u>	<u>9</u>
Guest	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Unassigned	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Extra for Purchase	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Other:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Covered & Open:	<u>7</u>	<u> </u>	<u>2</u>	<u> </u>	<u>0</u>	<u> </u>	<u>9</u>

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

- Commercial parking garage permitted in condominium project.
- Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

- There are no recreational or common facilities.
- Swimming Pool Storage Area Recreation Area
- Laundry Area Tennis Court Trash Chute/Enclosure(s)
- Other: _____

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

- There are no violations. Violations will not be cured.
- Violations and cost to cure are listed below. Violations will be cured by _____
(Date)

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

In accordance with the report of Michael D.Y. Lau, Professional Architect No. AR 8385, the structures are in good condition and the electrical and plumbing systems appear to be functioning properly and seem to be in good condition.

11. Conformance to Present Zoning Code

- a. No variances to zoning code have been granted.
- b. 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 does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	_____ X _____	_____	_____
Structures	_____	_____ X (see p. 20) _____	_____
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 "C".

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit "D".

as follows:

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:

Each apartment shall have appurtenant thereto an undivided one-sixth (1/6) interest in the common elements for all purposes, including voting.

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

Exhibit "E" describes the encumbrances against the title contained in the title report dated May 30, 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 Prior to Conveyance</u>
Mortgage & Security Agreement.	Buyer's interest may be terminated and Buyer may be entitled to a refund less any 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

2. Appliances:

None

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

Units 2251 and 2251-A were constructed in 1947.

Units 2184, 2184, 2188 and 2189 were constructed in 1954.

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):

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 condominium is:

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

C. **Utility Charges for Apartments:**

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

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

V. MISCELLANEOUS

A. Sales Documents Filed with the Real Estate Commission:

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

Notice to Owner Occupants

Specimen Sales Contract
Exhibit "F" contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated June 21, 2002
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 sale 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 buyer's 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 Existing Use Permit (Exhibit I)

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. 4896 filed with the Real Estate Commission on July 5, 2002.

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: Existing Use Permit

On April 25, 2001, the Existing Use Permit No. 2001 / EU4 was approved by the Department of Planning and Permitting, City and County of Honolulu. A copy is attached as Exhibit "I".

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 Act 251 (SLH 2000) [Section 514A-] (The developer is required to make this declaration for issuance of an effective date for a final public report.
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

Abraham Won Hwan Lee

Name of Developer

By: Abraham Won Hwan Lee 7/16/02
Duly Authorized Signatory* Date

Abraham Won Hwan Lee

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"

DIVISION OF PROPERTY. The Project is hereby divided into the following separate freehold estates:

1. Units. Six (6) separate and distinct freehold estates constructed primarily of wood and asphalt shingles, without basements, bounded by and including the decorated or finished surfaces of the exterior of the perimeter walls, by the exterior surfaces of the respective roofs thereof, and inclusive of the floor and ceiling of each of the units in the Project, which units are designated on the Condominium File Plan as "Unit 2251", "Unit 2251-A", "Unit 2184", "Unit 2185", "Unit 2188", and "Unit 2189", and are sometimes referred to herein as "Units". The terms "Unit" as used herein shall have the same meaning as the term "Apartment" in the Condominium Property Act, as the same may be amended from time to time. When facing the property on Waiomao Road, Unit 2251 and Unit 2251-A are located in the front portion of the property and have access off Waiomao Road. Units 2184, 2185, 2188 and 2189 are located in the back portion of the property and have access off Helo Place.

(a) Unit 2251 (located at 2251 Waiomao Road) contains 2 floor(s) in which there are 3 bedrooms, 1 bath, a kitchen, a living/dining room, and a front porch on the upper floor level; and a laundry area and carport on the lower level. Unit 2251 contains a net living area of approximately 914 square feet. The carport and laundry area contain approximately 264 square feet and an additional covered area of approximately 38 square feet.

(b) Unit 2251-A (located at 2251-A Waiomao Road) contains 2 floor(s) in which there are 3 bedrooms, 1 bath, a kitchen, a dining room, a living room, and a deck on the upper level; and 1 bath, a studio and a carport on the lower level. Unit 2251-A contains a net living area of approximately 2,496 square feet. The carport contains an area of approximately 480 square feet and the deck contains an area of approximately 466 square feet. The other covered area is approximately 27 square feet.

(c) Unit 2189 (located at 2189 Helo Place) contains 1 floor in which there are 3 bedrooms, 1 bath, a kitchen, and a living/dining room on the upper level; and a garage on the lower level. Unit 2189 contains a net living area of approximately 809 square feet. The garage is approximately 170 square feet. The other covered area is approximately 24 square feet.

(d) Unit 2188 (located at 2188 Helo Place) contains 1 floor in which there are 3 bedrooms, 1 bath, a kitchen, a living/dining room and carport. Unit 2188 contains a net living area of approximately 809 square feet. The carport is approximately 245 square feet and the other covered area is approximately 24 square feet.

(e) Unit 2185 (located at 2185 Helo Place) contains 2 floor(s) in which there are 3 bedrooms, 1 bath, a kitchen, and a living/dining room on the upper level; and a laundry area on the lower level. Unit 2185 contains a net living area of approximately 809 square feet. The carport is approximately 180 square feet, the laundry area is approximately 110 square feet and the other covered area is approximately 24 square feet.

(f) Unit 2184 (located at 2184 Helo Place) contains 2 floor(s) in which there are 3 bedrooms, 1 bath(s), a kitchen, a living/dining room and a carport on the upper level; and a laundry area on the lower level. Unit 2184 contains a net living area of approximately 809 square feet. The carport is approximately 180 square feet and the laundry area is approximately 96 square feet. The other covered area is approximately 24 square feet.

Each Unit shall also include all pipes, wires, conduits, and other utility and service lines contained wholly within such Unit and which are utilized exclusively by and serve only such Unit.

EXHIBIT "B"

ALTERATION OF PROJECT. No work shall be done to the Units, the limited common elements appurtenant thereto, or any other part of the Project, by any owner of a Unit or any other person, which could jeopardize the soundness or safety of the Project, reduce the value thereof, impair any easement or hereditament, detract from the appearance of the Project, interfere with or deprive any nonconsenting owner of the use or enjoyment of any part of the Project, or directly affect any nonconsenting owner in any unreasonable manner, all as determined by the Board, without in every such case first obtaining the consent of the owner of the other Units, which consent shall not be unreasonably withheld. Except as otherwise provided by law, all other additions to or alterations of any Unit or its appurtenant limited common elements by the owner of such Unit shall be permitted without restriction, provided that the owner or other person making such additions or alterations shall comply strictly with all applicable laws, ordinances, and regulations of any governmental entity, and shall also obtain all necessary permits, at such person's sole expense.

In addition to the foregoing limitations, no owner shall be allowed, without the express written consent of all other owners, to construct any addition or alteration which would cause their unit to exceed their proportionate share of the maximum allowable floor area for the Unit. Said proportionate share shall be equal to the maximum floor area multiplied by the percentage of common interest in the condominium project appurtenant to such unit.

EXHIBIT "C"

2. **Common Elements.** The common elements shall consist of all portions of the Project except the Units above described, and shall specifically include, but not be limited to:

(a) The land in fee simple.

(b) All pipes, wires, conduits, and other utility and service lines, including sewer and water, which are utilized for or serve all of the Units.

EXHIBIT "D"

Limited Common Elements. Certain parts of the common elements are hereby set aside and reserved for the exclusive use of the Unit or Units and shall constitute limited common elements appurtenant thereto. Each Unit or Units shall have an exclusive easement for the use of the limited common elements appurtenant thereto, except as otherwise provided herein. The cost of maintenance, repair, upkeep, and replacement of each limited common element shall be assessed to the owner of the Unit or Units to which such limited common element is appurtenant. The limited common elements shall be appurtenant to each of the Units as follows:

- (a) That certain 3,898 square feet, more or less, of the real property of the Project, as shown on said Condominium Map upon which Unit 2251 is situated shall constitute a limited common element appurtenant to and for the exclusive use of Unit 2251.
- (b) That certain 8,813 square feet, more or less, of real property of the Project which includes the real property upon which Unit 2251-A is situated, as is more particularly shown on the Condominium Map shall constitute a limited common element appurtenant to and for the exclusive use of Unit 2251-A.
- (c) That certain 52,342 square feet, more or less, of the real property of the Project, as shown on said Condominium Map upon which Unit 2189 is situated shall constitute a limited common element appurtenant to and for the exclusive use of Unit 2189.
- (d) That certain 4,589 square feet, more or less, of real property of the Project which includes the real property upon which Unit 2188 is situated, as is more particularly shown on the Condominium Map shall constitute a limited common element appurtenant to and for the exclusive use of Unit 2188.
- (e) That certain 52,092 square feet, more or less, of the real property of the Project, as shown on said Condominium Map upon which Unit 2185 is situated shall constitute a limited common element appurtenant to and for the exclusive use of Unit 2185.
- (f) That certain 4,587 square feet, more or less, of real property of the Project which includes the real property upon which Unit 2184 is situated, as is more particularly shown on the Condominium Map shall constitute a limited common element appurtenant to and for the exclusive use of Unit 2184.
- (g) Each Unit shall have appurtenant thereto parking spaces as designated on the Condominium Map.
- (h) One mailbox shall be appurtenant to and for the exclusive use of each Unit, as shall be designated on the Condominium Map.

(i) All pipes, wires, conduits, and other utility and service lines not contained within a Unit but used by and servicing one or more Units, but less than all the Units, shall be appurtenant to and for the exclusive use of the Unit or Units using and serviced by such pipes, wires, conduits, and other utility and service lines.

(j) All walls and fences on the property contained within the limited common elements of a Unit, shall be appurtenant to and for the exclusive use of that Unit; provided, however, that if said wall or fence is necessary for the immediate structural support of more than one Unit, then said wall or fence shall be appurtenant to and for the exclusive use of the Units to which said wall or fence provides immediate structural support.

(k) That certain Roadway of approximately 801 square feet as designated on said Condominium Map and adjacent to Units 2184, 2185, 2188 and 2189, shall be appurtenant to and for the exclusive use of Units 2184, 2185, 2188 and 2189.

(l) That certain Driveway of approximately 674 square feet as designated on said Condominium Map and adjacent to Units 2251 and 2251-A, shall be appurtenant to and for the exclusive use of Units 2251 and 2251-A.

NOTICE

THE DESIGNATION OF THE LAND BENEATH AND ADJACENT TO EACH HOME AS A LIMITED COMMON ELEMENT DOES **NOT** REPRESENT A LEGALLY SUBDIVIDED OR SUBDIVIDABLE LOT.

PROSPECTIVE PURCHASERS ARE CAUTIONED TO CAREFULLY REVIEW THE PROJECT DOCUMENTS FOR FURTHER INFORMATION. REGARDS THERETO.

EXHIBIT "E"

ENCUMBRANCES AGAINST TITLE

1. Any and all Real Property Taxes that may be due and owing, reference is made to the Department of Finance for further information:

Tax Key : 1/3-4-15-17

1. As to 1/12 interest in Lot 24 and Easement 10 feet wide:

Rights of others entitled thereto.

EXHIBIT "F"

SUMMARY OF SALES CONTRACT: The specimen Sales Contract contains, among other things, the following provisions:

1. **Risk of Loss and Insurance.** Risk of loss passes to Buyer upon transfer of title or occupancy whichever comes first.

2. **Default.** In the event the Buyer fails to perform Buyer's obligations under the Sales Contract, and the Seller is not in default, then Seller may a) bring an action for damages for breach of contract, b) retain Buyer's initial deposit and all additional deposits as liquidated damages, and c) Buyer shall be responsible for all costs incurred in accordance with the Sales Contract. In the event Seller fails to perform Seller's obligations under the Sales Contract, and the Buyer is not in default, Buyer may: a) bring an action against Seller for damages for breach of contract; (b) file and maintain an action against Seller for specific performance of this contract; and (c) Seller shall be responsible for any cost incurred in accordance with this contract. The foregoing shall not exclude any other remedies available to either Seller or Buyer. In the event of default and/or a lawsuit arising out of this contract (including a suit by a Broker for commission), the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees.

3. **Time is of the Essence.** Time is of the essence in the performance by all parties of their obligations in the Sales Contract.

4. **Mediation.** In any dispute or claim arises out of the Sales Contract during the transaction or at any time after closing, between Seller, Buyer, and/or a Broker, and the parties are unable to resolve the dispute, Buyer and Seller agree in good faith to attempt to settle the dispute or claim by non-binding mediation.

EXHIBIT "G"

SUMMARY OF ESCROW AGREEMENT: An escrow agreement (hereinafter called the "Escrow Agreement") detailing the manner in which purchasers' funds are to be handled, has been executed and a copy thereof has been filed with the Commission. The Escrow Agent is FIRST AMERICAN TITLE COMPANY, INC. (hereinafter referred to as "Escrow"). The escrow agreement, among other things, contains the following provisions:

Sale Contracts Deposited in Escrow. As of when Developer shall enter into a sales contract for the sale of a unit it shall deliver an executed copy of such sales contract to Escrow. Each sales contract shall require that all payments to be made thereunder shall be made to Escrow and shall be accompanied by the initial deposit required thereunder.

Receipt of funds by Escrow. Developer shall pay over to Escrow all payments made by purchasers under sales contracts. This includes any loan payments from purchaser's lenders. In accordance with Developer's written instructions to Escrow, Escrow shall deposit all funds received in accounts at a federally insured bank, savings and loan association or other financial institution which pays interest on deposits. All interest earned from such accounts shall be credited to the account of seller.

Conditions to be Met Prior to Disbursement. No disbursements of funds held in escrow shall be made unless and until the following conditions have been fulfilled:

- a. The Real Estate Commission has issued a final public report (the "Final Report") on the Project; and the purchaser has received a copy of the Final Report and given Developer a receipt for it; and
- b. The requirements of Section 514A-40, 514A-62, and 514A-63, Hawaii Revised Statutes, have been met. The Developer or Developer's attorney has delivered a written opinion to Escrow stating that all of the requirements of Sections 514A-40, 514A-62, and 514A-63, Hawaii Revised Statutes, as amended, have been met; and
- c. The Developer has given Escrow a written waiver of any option reserved in any sales contract to cancel such sales contract.

Disbursement of Purchaser's Funds. Subject to the provisions of the preceding paragraph, disbursements from the funds held in escrow shall be made not more than once each month on one check by Escrow, without charge, to pay for construction costs in accordance with bills submitted to escrow from time to time from Developer, which said bills shall have been approved or certified for payment by Developer's construction mortgagee or a financially disinterested person. The balance remaining in escrow shall be disbursed in accordance with the directions of the Developer and Developer's mortgagee only upon completion of the buildings of the Project and when Escrow shall have received satisfactory evidence that all mechanics' and materialmen's liens have been cleared or sufficient funds have been set aside to cover such claims.

Return of Funds and Documents. A purchaser shall be entitled to a return of his funds and Escrow will pay such funds to such purchaser, without interest, minus Escrow's cancellation fee, if one of the following has occurred:

- a. Escrow receives a written request from the Developer to return funds to purchaser; or
- b. With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, the purchaser has exercised his right to cancel the agreement pursuant to Section 514A-62, Hawaii Revised Statutes, as amended.

Purchaser's Default. Developer will notify Escrow in writing that a purchaser has defaulted and that Developer has canceled that purchaser's Sales Contract. Escrow will then treat the purchaser's funds, less Escrow's cancellation fees, as belonging to Developer.

EXHIBIT "H"
"2251 WAIOMAO ROAD CPR"
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

DESCRIPTION OF ITEMS	PAID BY ASSOC. OR INDIVIDUAL	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	MONTHL Y TOTAL
		#2251	#2251-A	#2184	#2185	#2188	#2189	
UTILITIES & SERVICES								
AIR CONDITIONING	INDIVIDUAL							
ELECTRICITY	INDIVIDUAL							
COMMON ELEMENTS	N/A							
COMMON ELEMENTS & APARTMENTS	N/A							
GAS	INDIVIDUAL							
REFUSE COLLECTION	N/A							
TELEPHONE	INDIVIDUAL							
WATER & SEWER	INDIVIDUAL	\$59.17	\$59.17	\$59.17	\$59.17	\$59.17	\$59.17	\$355.02
MAINTENANCE & REPAIRS								
BUILDINGS	INDIVIDUAL							
DRIVEWAY & UTILITY LINES	INDIVIDUAL							
MANAGEMENT								
MANAGEMENT FEE	N/A							
PAYROLL & PAYROLL TAXES	N/A							
OFFICE EXPENSES	N/A							
COMMON ELEMENT INSURANCE	ASSOCIATION	\$41.11	\$41.11	\$41.11	\$41.11	\$41.11	\$41.11	\$246.66
HOMEOWNER'S INSURANCE	INDIVIDUAL							
RESERVES FOR PIPES & DRIVE	ASSOCIATION	\$15	\$15	\$15	\$15	\$15	\$15	\$90
TAXES & GOVERNMENT								
ASSESSMENT	N/A							
AUDIT FEE	N/A							
TOTAL MONTHLY FEES/ UNIT		\$115.28	\$115.28	\$115.28	\$115.28	\$115.28	\$115.28	\$691.68
TOTAL ANNUAL FEES (x12)		\$1,383.36	\$1,383.36	\$1,383.36	\$1,383.36	\$1,383.36	\$1,383.36	\$8,300.16

I/We, The Owners and Developers of "NAME CPR," hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared to the best of our ability.

<u>Name of Developer</u>	<u>Member's Name/Title</u>	<u>Signature of Owner/Developer</u>	<u>Date</u>
Abraham Won Hwan Lee	Developer	<i>Abraham Won Hwan Lee</i>	7/16/02

Reserve Study for the Association's common driveway and utility lines has not been completed. The association is planning to study the costs to maintain and replace the common elements, and will use this study to prepare a long-term budget for the maintenance and replacement of the common elements. The common elements consist of a common driveway, sewer lines, and water lines.

Changes to Maintenance Fee Schedule: This \$115.28/month/unit budget reflects the Developer's estimates of Association costs, and may be amended in the future according to the findings of the Reserve Study. This budget may be reviewed and revised by the Board of Directors on a continual basis.

EXHIBIT "I"

**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

JEREMY HARRIS
MAYOR



RANDALL K. FUJIKI, AIA
DIRECTOR

LORETTA K.C. CHEE
DEPUTY DIRECTOR

2001/EU-4(LL)

MINOR PERMIT	EXISTING USE (EU)
File Number	: 2001/EU-4
Project	: Shoma and Fuchigami Six Dwelling Units
Location	: 2251 and 2251A Waiomao Road; 2184, 2185, 2188 and 2189 Helo Place - Palolo, Honolulu, O'ahu
Tax Map Key	: 3-4-015: 017
Zoning	: R-5 Residential District
Applicant	: Masataka Shoma
Date Received	: April 17, 2001
Date Accepted	: April 25, 2001

APPROVAL is granted to the existing use for six single-family detached dwellings, in accordance with the application documents (plans date-stamped January 17 and 25; and April 17, 2001), subject to the following conditions:

1. All work shall be in accordance with approved application documents, the conditions enumerated below and the Land Use Ordinance (LUO) unless otherwise stated by this permit.
2. The Existing Use (EU) permit is only for the continued use, repair, alteration, expansion, relocation, or reconstruction of the existing dwellings. This EU approval does not certify that the existing structures and improvements comply with the current zoning code or other regulations.
3. In accordance with Section 21-2.100(a) of the LUO, in the event of destruction, uses may be continued and structures may be rebuilt under the approved existing use plan, provided that such restoration is permitted by the Building Code and Flood Hazard Regulations and is started within two years.
4. Only minor modifications to the EU plans shall be allowed. Any major modification which may have an adverse impact on surrounding land uses, increases the number of dwelling units, and/or involves the reconstruction and/or expansion of a dwelling(s) which is part of a larger development, shall require the processing of a Cluster Housing Permit.

5. The applicant or owner(s) shall incorporate this EU permit into the restrictive covenants which run with the land, to serve as notice to all owners and tenants. The draft covenant shall be submitted for review and approval by the DPP. Upon approval of the covenant, a certified recorded copy shall be filed with the DPP, prior to the change in any ownership or the issuance of any permits.

If the project will be condominiumized, the applicant or owner(s) shall submit a draft copy of the Condominium Property Regime (CPR) map and documents to the DPP for our review. Future work subsequent to the creation of a CPR may require approval from the homeowner's association prior to the start of work. If the EU permit is incorporated into the CPR documents, a separate declaration of restrictive covenants is not required.

6. All work shall comply with the applicable Land Use Ordinance (LUO) standards for the underlying zoning district, unless otherwise stated herein:
 - a. There shall be no further reduction or obstruction (including parking) of the shared driveways;
 - b. Within the project, the minimum distances between buildings shall be as follows:
 - i. 10 feet between two one-story dwellings
 - ii. 15 feet between a one-story and a two-story dwelling or portion thereof
 - iii. 20 feet between two-story dwellings

If the property is condominiumized, then buildings shall comply with required yards and height setbacks of the underlying zoning district as measured from limited common element (CPR) lines; and

- c. **Maximum building area shall not exceed 40 percent of the residentially zoned portion of the lot. If the property is condominiumized, then within each limited common element, the maximum building area shall not exceed 50 percent of the area for each limited common element.**
7. All new work shall be compatible in design with the existing and surrounding structures. The Director may require the redesign of exterior entrances, stairways, bar areas, including plumbing and electrical systems, to ensure that the number of dwellings is not increased.
8. A minimum of 12 parking spaces, 2 stalls for each dwelling unit, shall be provided prior to the issuance of any building permits. No parking shall be allowed along the private common driveway. Dwelling additions shall comply with the LUO parking regulations. Each dwelling unit shall provide the required parking prior to issuing a permit to expand or reconstruct that unit. Existing parking spaces within carports or garages shall not be converted into usable floor area (including garage or carport storage areas).
9. Reconstructed or new carports or garages shall have a minimum 16-foot driveway depth fronting the carport or garage.
10. An all-weather surface shall be provided at all required driveway and parking areas prior to the issuance of any building permits, subsequent to this approval.
11. Existing fences on the site may remain and those for safety purpose shall be periodically inspected and maintained. No new fences or walls shall be allowed, unless permitted by the Land Use Ordinance and is necessary for safety purposes.
12. All existing trees 6 inches or greater in diameter shall be retained on-site, or replacement landscaping shall be required. All landscaping shall be maintained in a healthy visual condition at all times.

