

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer See Exhibit A attached hereto
Address 84-361 Makaha Valley Road, Waianae, Hawaii 96792

Project Name (*): 84-361 MAKAHA VALLEY ROAD
Address: 84-361 Makaha Valley Road, Waianae, Hawaii 96792

Registration No. 5012 (Conversion) Effective date: April 10, 2003 Expiration date: May 10, 2004

Preparation of this Report:

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

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

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

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

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

Type of Report:

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

X FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission. [X] No prior reports have been issued. [] This report supersedes all prior public reports. [] This report must be read together with

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

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

(*) Exactly as named in the Declaration 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 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 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 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: See Exhibit A attached hereto Phone: (808) 695-5667
Name* and by this reference incorporated herein (Business)
Business Address _____

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*: See page 20 Phone: _____
Name (Business)
Business Address _____

Escrow: See page 20 Phone: _____
Name (Business)
Business Address _____

General Contractor*: N/A Phone: _____
Name (Business)
Business Address _____

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

Attorney for Developer: Bruce S. Noborikawa
Alston Hunt Floyd & Ing Phone: (808) 524-1800
Name 18th Floor, ASB Tower (Business)
1001 Bishop Street
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. _____
Book _____ Page _____
 Filed - Land Court: Document No. 2833617

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

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

The Condominium Map for this condominium project is:

Proposed
 Recorded - Bureau of Conveyances Condo Map No. _____
 Filed - Land Court Condo Map No. 1497

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

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

The Bylaws for this condominium are:

Proposed
 Recorded - Bureau of Conveyances: Document No. _____
Book _____ Page _____
 Filed - Land Court: Document No. 2833618

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

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

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

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

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

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

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

2. **Developer:**

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

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

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: 84-361 Makaha Valley Road Tax Map Key (TMK): (1) 8-4-019-019
Waianae, Hawaii 96792

Address TMK is expected to change because not applicable

Land Area: 1.309 acres square feet acre(s) Zoning: Country District

Fee Owner: Roque Ramirez Borge, Trustee; Jean Demetria Borge, Trustee

Name
84-361 Makaha Valley Road

Address
Waianae, Hawaii 96792

Lessor: _____

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: 2 stories

Exhibit B contains further explanations.

3. **Principal Construction Material:**

Concrete Hollow Tile Wood
 Other _____

4. **Uses Permitted by Zoning:**

	No. of <u>Apts.</u>	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>1</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Commercial	<u>1</u>	<input checked="" 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 Exhibit C attached hereto and by this reference incorporated herein.

Number of Occupants: _____

Other: See Exhibit D attached hereto and by this reference incorporated herein.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
Church	1	0/0	5,444	5,444	Church
Residence I	1	6/3	2,768		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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 E attached hereto and by this reference incorporated herein.

Permitted Alterations to Apartments:

See Exhibit F attached hereto and by this reference incorporated herein.

Apartments Designated for Owner-Occupants Only:

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

7. Parking Stalls:

Total Parking Stalls: 57

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		TOTAL
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Church Apartment Assigned (for each unit)	10	43	-----	-----	-----	-----	53
Residence Apartment Guest	-----	4	-----	-----	-----	-----	4
Unassigned	-----	-----	-----	-----	-----	-----	-----
Extra for Purchase	-----	-----	-----	-----	-----	-----	-----
Other: _____	-----	-----	-----	-----	-----	-----	-----
Total Covered & Open:	<u>57</u>		<u>0</u>		<u>0</u>		<u>57</u>

Each apartment will have the exclusive use of at least 4 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 G 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):

Residence apartment constructed in 2000. No representation regarding the condition and expected useful life of structural components, 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:

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

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

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

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

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

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

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

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

described in Exhibit H attached hereto and by this reference incorporated herein.

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 H.

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 has a fifty percent (50%) common interest in the Project.

- 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 I describes the encumbrances against the title contained in the title report dated January 10, 2003 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

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

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
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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:**

Construction of the Church Apartment and Residence Apartment was completed in 2000.

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 project, named on page five (5) of this report, is:

not affiliated with the Developer the Developer or 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 J 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 M contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated _____
Exhibit _____ 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 or through the developer's sales agent, if any. 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. 5012 filed with the Real Estate Commission on January 22, 2003.

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C. Additional Information Not Covered Above

Disclosure re: Site Plan Review Limitation. A two-family detached dwelling is not a permitted use within the Country District. The two-family dwelling was permitted under the Site Plan Review Permit, as accessory to the meeting facility, Church, based on the proposed use as dwellings for the minister and caretaker (and their families). The Church Apartment and Residence Apartment must be used and operated in accordance with the Site Plan Review Permit. For further information, the Site Plan Permit No. 93/SPR-5 is attached as Exhibit L.

Disclosure: No Sales Contemplated and Escrow. Developer does not intend to sell either Unit in the Project. Section 514A-40 of the Condominium Property Act requires an executed escrow agreement if purchaser's funds are to be used for construction. This is a conversion of existing buildings so construction is complete, and there will be no purchaser's funds because there are to be no sales. Section 514A-65 requires that if a purchaser's funds are received prior to receipt of a final public report that they are to be deposited in an escrow account. This is an application for an effective date for a Final Public Report and because the Units will not be sold, there will be no purchaser's funds in any case. Finally, Section 514A-67 requires that if apartments are conveyed prior to completion of construction in order to finance construction, that purchaser's funds are to be deposited in an escrow account. This project is not under construction and no units have been or will be sold. For these reasons, Developer is not required to enter into an escrow arrangement and has not done so. If a Unit is sold at any time in the future Developer will open a standard commercial residential escrow.

Disclosure Regarding Selection of Real Estate Broker. The Developer(s) have not selected a real estate broker for the sale of condominium apartments in the project at this time.

In the event the Developer(s) chooses to use a real estate broker for the sale of a condominium apartment, prior to entering into a binding contract for such sale the Developer(s) shall (1) submit to the Real Estate Commission a duly executed copy of a broker listing agreement with a Hawaii-licensed real estate broker, together with a duly executed Disclosure Abstract identifying the designated broker and (2) provide a copy of the Disclosure Abstract to the purchaser together with a copy of this Public Report.

- 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-1.6] (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.

See Exhibit A attached hereto

 Printed Name of Developer

APR - 9 2003

By: Philip N. Main _____
 Duly Authorized Signatory* Date

Philip N. Main, Trustee

 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

Name of Developer

Philip N. Main, John O. Gray and Jason Rapal, Trustees under Declaration of Trust dated October 25, 1993, for the Makaha, Hawai'i Congregation of Jehovah's Witnesses (hereinafter collectively referred to as "Congregation Trustees") constitute the Developer of the project. The Developer's place of business and post office address is 84-361 Makaha Valley Road, Waianae, Hawai'i 96792.

Roque Ramirez Borge, Trustee of the unrecorded Roque Ramirez Borge Revocable Trust dated December 14, 1990, as amended, and Jean Demetria Borge, Trustee of the unrecorded Jean Demetria Borge Revocable Trust dated December 14, 1990, as amended (hereinafter collectively referred to as "Borge Trustees"), are the owners in fee simple of the real property more particularly described in Exhibit "A" of the Declaration Submitting Property to the Condominium Property Regime of 84-361 Makaha Valley Road dated December 16, 2001 (the "Land"), filed with said Assistant Registrar of the Land Court, State of Hawaii, as Document No. 2833617, and Congregation Trustees are the lessees of the Land pursuant to that certain Lease dated October 29, 1993, filed with said Assistant Registrar of the Land Court of the State of Hawai'i as Document No. 2082069, and noted on Transfer Certificate of Title No. 78,623 (the "Lease"). The Congregation Trustees have improved the Land by constructing or placing thereon certain improvements. The Borge Trustees and Congregation Trustees agree to cancel the Lease concurrently with the conveyance of the Residence Apartment to the Borge Trustees and the Church Apartment to the Congregation Trustees.

END OF EXHIBIT A

EXHIBIT B

Buildings and Other Improvements

Set forth below is a summary of certain provisions of the Declaration of Condominium Property Regime of 84-361 Makaha Valley Road (the "Declaration"), Condominium Map of 84-361 Makaha Valley Road (the "Condominium Map"), and/or Bylaws of the Association of Apartment Owners of 84-361 Makaha Valley Road (the "Bylaws"), collectively the "Condominium Documents". The summary is not intended to be all inclusive and exhaustive explanation of all terms and provisions contained in the Condominium Documents. The Condominium Documents should be reviewed to determine a purchaser's actual rights and obligations thereunder. If any conflict or difference exists between this Exhibit and any of the Condominium Documents, the Condominium Documents shall govern. All capitalized terms used in this Exhibit shall have the same meanings as assigned to them in the Declaration, unless otherwise expressly defined herein.

1. Number of Buildings. The Project will consist of two (2) buildings, comprised of the Church Apartment and the Residence Apartment.
2. Principal Construction Material.
 - 2.1 Church Apartment. The Church Apartment is constructed principally of non-combustible material using structural steel columns, beams, floor, and roof beam. The elevated second floor is composite metal decking with concrete fill, and exterior walls were metal stud framing with stucco Exterior Finish System (EFS). All interior non-bearing walls were metal stud framing with drywall. The roof of the Church Apartment is metal.
 - 2.2 Residence Apartment. The Residence Apartment ground to 2nd floor was constructed of masonry walls and columns, and the 2nd floor was principally constructed of wood joist and plywood framing with masonite board exterior siding.

END OF EXHIBIT B

EXHIBIT C

Special Use Restrictions -- Pets

Set forth below is a summary of certain provisions of the Declaration of Condominium Property Regime of 84-361 Makaha Valley Road (the "Declaration"), Condominium Map of 84-361 Makaha Valley Road (the "Condominium Map"), and/or Bylaws of the Association of Apartment Owners of 84-361 Makaha Valley Road (the "Bylaws"), collectively the "Condominium Documents". The summary is not intended to be all inclusive and exhaustive explanation of all terms and provisions contained in the Condominium Documents. The Condominium Documents should be reviewed to determine a purchaser's actual rights and obligations thereunder. If any conflict or difference exists between this Exhibit and any of the Condominium Documents, the Condominium Documents shall govern. All capitalized terms used in this Exhibit shall have the same meanings as assigned to them in the Declaration, unless otherwise expressly defined herein.

1. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except as follows:

a. Subject to the conditions and restrictions of the Bylaws, dogs, cats, or other typical household pets (each a "pet"), such as guinea pigs, rabbits, fishes, or birds, may be kept by occupants within their respective Apartments or Limited Common Elements.

b. Pets may enter upon Common Elements not constituting part of a Limited Common Element for purposes of ingress to and egress from the Apartments and Limited Common Elements in which they are kept; provided, that all such pets while upon such Common Elements shall be accompanied by its owner or keeper and shall be kept in a cage or on a leash.

c. Except for fishes and birds, no more than two (2) pets per Apartment shall be allowed without the express consent of the Board, which consent shall not be unreasonably withheld.

d. No animal described as pests under H.R.S. §150A-2 or prohibited from importation under H.R.S. §141-2, §150A-5, or §150A-6 shall be kept in the Project.

2. No animals shall be kept, bred, or used in any Apartments or Limited Common Elements for any commercial purpose.

3. Notwithstanding any provision to the contrary contained herein, certified guide dogs and signal dogs (as identified below) and other such animals specially trained to assist handicapped individuals (hereinafter collectively referred to as "specially trained animals") shall be permitted in the Project, subject, however, to the following restrictions:

a. Such specially trained animals shall not be kept, bred, or used at the Project for any commercial purpose.

b. Such specially trained animals shall be permitted on Common Elements which do not constitute part of a Limited Common Element (including but not limited to, the recreation areas), provided that the specially trained animal is on a leash. The Board may from

time to time promulgate such Rules and Regulations regarding the continued presence of specially trained animals as the circumstances may require or the Board may deem advisable.

c. The term "guide dog" shall mean "any dog individually trained by a licensed guide dog trainer for guiding a blind person by means of a harness attached to the dog and rigid handle grasped by the person", as defined in H.R.S. §515-3(8), as the same may be amended from time to time.

d. The term "signal dog" shall mean "any dog trained to alert a deaf person to intruders or sounds," as defined in H.R.S. §515-3(8), as the same may be amended from time to time.

4. Any pet or specially trained animal causing a nuisance or unreasonable disturbance to any other occupant of the Project shall be permanently removed therefrom promptly upon notice given by the Board or the Managing Agent; provided, however, that any such notice given with respect to a specially trained animal shall provide that before such animal must be removed, its Owner shall have a reasonable time to acquire a replacement specially trained animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other occupants of the Project.

5. A tenant of an Owner shall obtain the written consent of the Owner to keep any pet in such Owner's apartment. Notwithstanding such consent, a tenant may keep only the type of pet permitted by the Bylaws.

6. Any occupant who keeps a pet pursuant to the Bylaws may replace such pet upon its death, and may continue to replace such occupant's pets so long as the occupant continues to reside in the Apartment or another Apartment in the Project, subject to the Bylaws.

END OF EXHIBIT C

EXHIBIT D

Special Use Restrictions -- Other

Set forth below is a summary of certain provisions of the Declaration of Condominium Property Regime of 84-361 Makaha Valley Road (the "Declaration"), Condominium Map of 84-361 Makaha Valley Road (the "Condominium Map"), and/or Bylaws of the Association of Apartment Owners of 84-361 Makaha Valley Road (the "Bylaws"), collectively the "Condominium Documents". The summary is not intended to be all inclusive and exhaustive explanation of all terms and provisions contained in the Condominium Documents. The Condominium Documents should be reviewed to determine a purchaser's actual rights and obligations thereunder. If any conflict or difference exists between this Exhibit and any of the Condominium Documents, the Condominium Documents shall govern. All capitalized terms used in this Exhibit shall have the same meanings as assigned to them in the Declaration, unless otherwise expressly defined herein.

1. Permitted Uses and Restrictions On Use.

a. Permitted Uses of Apartments and Limited Common Elements. The Church Apartment and its appurtenant Limited Common Element shall be used only for religious, church and affiliated purposes by the Makaha Jehovah's Witnesses Congregation, their families, personal guests and invitees. The Residence Apartment and its appurtenant Limited Common Element shall be used only for the following purposes: (a) as a detached single-family condominium residence in accordance with applicable laws, the Declaration and the Bylaws; and (b) for any other purposes permitted by applicable zoning and land use laws and regulations, the Declaration, and the Bylaws.

b. Permitted Uses of Common Elements. Each Apartment Owner may use the Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of the other Apartment Owners, subject to the following:

1) Rights of the Association. The right of the Board, Association and/or Owners to change the use of the Common Elements or to lease or otherwise use the Common Elements for the benefit of the Association; subject, however, to the limitations contained in the Condominium Property Act, including, without limitation, H.R.S. § 514A-13(d), as that section may be amended from time to time.

2) Limited Common Elements. The exclusive use of the Limited Common Elements appurtenant to such Owner's Apartment as provided in the Declaration.

c. Restrictions and Limitations on Use. Uses of the Project, Common Elements, and each of the Apartments and Limited Common Elements shall be subject to the following limitations and restrictions:

1) Modification and Alteration. The Owner(s) of each Apartment shall have the rights to modify and alter such Apartment, subject to such limitations as are set forth in the Declaration or on the Condominium Map.

2) Leasing and Conveyances. Each Owner of an Apartment shall have the absolute right to sell, lease, rent or otherwise transfer such Apartment, subject to all provisions of the Act, the Declaration (including its restrictions as to use of an Apartment), the Bylaws and applicable law; provided, however, that the term of any lease, rental and other tenancy arrangement shall be for not less than one (1) month. Any lease or rental agreement of an Apartment shall provide that it shall be subject in all respects to the provisions of the Condominium Documents and that the failure of the lessee or tenant to comply with the terms of the Condominium Documents shall be a default under such lease or rental agreement.

3) Nuisances. An Apartment Owner shall not use such Owner's Apartment for any purpose which will create a nuisance or interfere with or unreasonably disturb the rights of other Owners and occupants, except for (i) the nuisances or disturbances for which such Owner has been granted an express easement under the Declaration, and (ii) the normal and reasonable inconveniences associated with construction or maintenance of a residence or other Improvements. Use of the Church Apartment for church, religious or affiliated purposes may create inconveniences customary with such use, and such inconveniences are deemed not to constitute a nuisance. Notwithstanding anything contained in the Declaration to the contrary, activities and/or uses which may generate noise impacts to the surrounding residents, such as use of amplified music and/or sound systems, organized social functions, and use of open areas shall not be permitted during the hours of 10:00 P.M. and 6:00 A.M., daily.

4) Commercial Uses. No Apartment or Limited Common Element shall be used for commercial or industrial purposes. Use of the Church Apartment for church, religious or affiliated purposes, is deemed not to be a commercial use for the purposes of the Declaration.

5) Time Sharing. No Apartment shall be rented, occupied, leased, sold, transferred or otherwise used for time-share, time-interval ownership, travel club membership or vacation license or club.

6) No Ohana Dwellings. No residential dwellings other than the Apartments shown on the Condominium Map, as such Apartments may be relocated, expanded, or improved.

7) Vehicles, Boats and Trailers. No Owner shall park any automobile, truck, motorcycle, motor-scooter, golf-cart or other mechanized cart, trailer, boat, or any other vehicle or craft in any part of the Project other than in the Owner's Limited Common Elements.

8) Pools. Pools, spas and water features shall be maintained in accordance with all applicable Laws and Regulations, including, without limitation, those of the Department of Health of the State of Hawai'i. In the event that any pool, spa or water feature becomes a nuisance or is abandoned, such structure shall be removed by the owner thereof and the area restored and landscaped in accordance with plans and specifications approved by the Board prior to commencement of work. All pools, spas, water features and equipment shall be drained using appropriate government- and Association-approved measures, and in no way shall water be directed to other Apartments, Limited Common Elements, adjacent real property, or the ocean.

9) Prohibition Against Uses Which Would Increase Insurance Rates.
No Owner shall use any Apartment or Limited Common Element for any purpose or in any manner which would cause the cancellation of any policy of insurance, or increase the existing rate of insurance, for the Project.

END OF EXHIBIT D

EXHIBIT E

Boundaries of Each Apartment

Set forth below is a summary of certain provisions of the Declaration of Condominium Property Regime of 84-361 Makaha Valley Road (the "Declaration"), Condominium Map of 84-361 Makaha Valley Road (the "Condominium Map"), and/or Bylaws of the Association of Apartment Owners of 84-361 Makaha Valley Road (the "Bylaws"), collectively the "Condominium Documents". The summary is not intended to be all inclusive and exhaustive explanation of all terms and provisions contained in the Condominium Documents. The Condominium Documents should be reviewed to determine a purchaser's actual rights and obligations thereunder. If any conflict or difference exists between this Exhibit and any of the Condominium Documents, the Condominium Documents shall govern. All capitalized terms used in this Exhibit shall have the same meanings as assigned to them in the Declaration, unless otherwise expressly defined herein.

The boundaries of the Apartments includes, but is not limited to, the exterior finished surfaces of all exterior walls, roofs, doors, windows, and the interior spaces bounded thereby, and includes all floors, basements, foundations, underpinnings, doors, roofs, windows, structures, stairways, and other appurtenances.

END OF EXHIBIT E

EXHIBIT F

Permitted Alterations to Apartments

Set forth below is a summary of certain provisions of the Declaration of Condominium Property Regime of 84-361 Makaha Valley Road (the "Declaration"), Condominium Map of 84-361 Makaha Valley Road (the "Condominium Map"), and/or Bylaws of the Association of Apartment Owners of 84-361 Makaha Valley Road (the "Bylaws"), collectively the "Condominium Documents". The summary is not intended to be all inclusive and exhaustive explanation of all terms and provisions contained in the Condominium Documents. The Condominium Documents should be reviewed to determine a purchaser's actual rights and obligations thereunder. If any conflict or difference exists between this Exhibit and any of the Condominium Documents, the Condominium Documents shall govern. All capitalized terms used in this Exhibit shall have the same meanings as assigned to them in the Declaration, unless otherwise expressly defined herein.

1. Permitted Construction and Modifications. Notwithstanding anything to the contrary contained in the Declaration and except as otherwise provided by law, each Owner shall have the following rights:

a. Modifications to the Interior of Apartments or Secondary Structures. Subject to paragraph 1.c. hereinbelow, each Owner shall have the right, at any time and from time to time, at such Owner's sole cost and expense, to make Modifications to the interior of such Owner's Apartment and any Secondary Structure appurtenant thereto, so long as such Modifications do not have any adverse effect on the structural integrity or any effect on the external appearance of such Apartment or Secondary Structure; provided, however, the approval by the Board and at least one Owner of such Modifications shall be required for such Modifications if and to the extent such approval is required under the Condominium Property Act, and if such approval is required, the Board shall approve such Modifications so long as such Modifications do not have any effect on the structural integrity or exterior appearance of such Apartment or Secondary Structure.

b. Modification of Apartments and Aspects of Limited Common Elements. Each Owner shall have the right, at any time and from time to time, to: (1) expand, relocate, construct, reconstruct, and undertake Modifications of its Apartment other than as provided in paragraph 1.a. hereinabove; (2) construct, expand, relocate, reconstruct, and undertake Modifications of any Secondary Structure and Limited Common Elements appurtenant to its Apartment other than as provided in Section 1.a. hereinabove; and (3) landscape and undertake Modifications of the landscaping of the Limited Common Elements appurtenant to such Owner's Apartment other than as provided in paragraph 1.a. hereinabove, subject to the limitations set forth in the Declaration and the Bylaws.

c. Conditions or Limitations to Owner Modifications. An Owner prior to any Modification shall also comply with the following conditions:

1) Plans and Specifications. All work undertaken to expand, relocate, construct, reconstruct, and/or otherwise Modify any Apartment and/or any Limited Common Element or Secondary Structure appurtenant thereto shall be in accordance with plans and specifications prepared by an architect licensed to practice in and by the State of Hawai'i and approved by the Board.

2) Contractor. All work undertaken to expand, relocate, construct, reconstruct, and/or otherwise Modify any Apartment, Secondary Structure, and/or Limited Common Element shall be performed in a diligent, skillful and workmanlike manner by (i) a contractor licensed by the State of Hawai'i and approved in writing by the Board, or (ii) an Owner who qualifies for an "owner-builder" exemption under HRS §444-2(7) prior to the commencement of construction. Said work shall be consistent with the best practices and standards of the construction industry, and in full compliance with all applicable Laws and Regulations. All contractors and subcontractors performing any such work, or any portion thereof, shall obtain commercial general liability insurance, automobile liability insurance, workers' compensation and employer's liability insurance, umbrella/excess liability insurance, and such other insurance as the Board may reasonably require, with such coverages and minimum limits as the Board may reasonably require.

3) Materials and Supplies. All material, equipment and articles incorporated in the Apartment and/or Secondary Structure shall be new, of recent manufacture, and of the most suitable grade for the purpose intended, unless otherwise approved by the Board.

4) Approval by Board. All proposed work shall be approved by the Board prior to its commencement; provided, however, that no such approval shall be required for minor trimming, rearrangement, or maintenance of landscaping, including moving or replacing annuals or perennials, replacing diseased or dead items and other day-to-day activities normally considered as maintenance of landscaping.

5) Financing and Bond. If the cost of any construction or Modifications exceeds Twenty-Five Thousand Dollars (\$25,000.00), the Owner undertaking such construction or Modifications shall provide evidence satisfactory to the Board of sufficient financing to complete such construction or Modifications or, in lieu thereof, shall obtain a performance and labor and materials payment bond in an amount equal to not less than one hundred percent (100%) of the estimated cost of such construction or Modification. Such bond shall name the Association, such Owner, and such Owner's mortgagees of record, as their respective interests may appear, as obligees, shall guarantee the full and faithful performance of the contracts for such construction and/or Modifications free and clear of any mechanics' and materialmen's liens, and shall be written by a responsible corporate surety authorized to do business in the State of Hawai'i.

6) General Limitations on Apartment Owner Modifications. Nothing contained in the Declaration shall authorize any work or Modification which would jeopardize the soundness or safety of any part of the Project, reduce the value thereof, materially adversely affect any other Apartment or Limited Common Element, materially affect or impair any easement or rights of any of the other Apartment Owners, or materially interfere with or deprive any non-consenting Owner of the use or enjoyment of any part of the Common Elements. Nothing in this Section 10.1 shall prohibit the Board from effecting such changes within an Apartment or Limited Common Elements, or to require the same, to assure that the Improvements comply with applicable law, including, without limitation, any fire code requirements.

7) Amendment To Declaration. In the event that any change or Modification of an Apartment made in compliance with this Section 10.1 shall materially alter the depiction of such Apartment on the Condominium Map or the description thereof in the Declaration, the Owner or Owners of such Apartment(s) shall amend the Declaration and/or the

Condominium Map to set forth such approved change or Modification, which amendment(s) may be executed by the Owner of the affected Apartment or Apartments without the need for execution thereof by any other person, and such amendment(s) shall become effective upon the recordation thereof. Notwithstanding any contrary provision contained in the Condominium Documents, such amendment shall not require the vote, consent or joinder of the Owner of any other Apartment or any other person having any interest in the Project, other than any mortgagee of such Apartment or Apartments which are changed or altered. Said obligation, right and authority to amend shall be deemed to be appurtenant to said Apartment and shall be deemed to be transferred and assigned to subsequent transferees of said Apartment automatically upon subsequent transfers of fee simple title to said Apartment. Notwithstanding the fact that such Owner(s) shall not have amended the Declaration as provided hereinbefore with respect to any expanded, relocated or modified structure, said Owner(s) shall nevertheless have the exclusive use, possession, enjoyment and control of said structure and the sole responsibility with respect thereto in all respects. Every Apartment Owner and all holders of liens affecting any of the Apartments of the Project and each and every other party acquiring an interest in the Project or any part thereof, by acquiring such Apartment, lien or other interest, consents to and agrees that such party, if required by law or by any such Owner who shall have changed or altered an Apartment as aforesaid, shall join in, consent to, execute, deliver and record all instruments and documents necessary or desirable to effect the amendment of the Declaration and/or the Condominium Map. Each such Owner, holder, and other party, by acquiring such Apartment, lien, or other interest, shall be deemed to have appointed such Owner and such Owner's assigns to be such party's attorney-in-fact with full power of substitution to execute, deliver and record such documents and to do such things on such party's behalf, which power, being coupled with an interest, shall be irrevocable, and shall be a durable power of attorney not affected by the disability of the grantor thereof.

d. Remedies. In the event of any breach of the provisions of contained herein, the Association shall have the right to demand that the Owner of the Apartment at issue undertake any and all such corrective actions as may be necessary to bring the Apartment, Secondary Structures, or landscaping into compliance with the Declaration, and upon such Owner's failure to undertake such corrective actions, shall have the right to enter onto the Apartment and Limited Common Elements and undertake such corrective actions on behalf of such Owner, at such Owner's sole cost and expense.

END OF EXHIBIT F

EXHIBIT G

Additional Information on Parking Stalls

Set forth below is a summary of certain provisions of the Declaration of Condominium Property Regime of 84-361 Makaha Valley Road (the "Declaration"), Condominium Map of 84-361 Makaha Valley Road (the "Condominium Map"), and/or Bylaws of the Association of Apartment Owners of 84-361 Makaha Valley Road (the "Bylaws"), collectively the "Condominium Documents". The summary is not intended to be all inclusive and exhaustive explanation of all terms and provisions contained in the Condominium Documents. The Condominium Documents should be reviewed to determine a purchaser's actual rights and obligations thereunder. If any conflict or difference exists between this Exhibit and any of the Condominium Documents, the Condominium Documents shall govern. All capitalized terms used in this Exhibit shall have the same meanings as assigned to them in the Declaration, unless otherwise expressly defined herein.

The Church Apartment has a total of fifty-three (53) parking stalls in the Church Private Yard, which is a Limited Common Element and appurtenant to the Church Apartment. The fifty-three (53) parking stalls are comprised of approximately ten (10) covered parking stalls and forty-three (43) open parking stalls.

The Residence Apartment has a total of four (4) parking stalls in the Residence Private Yard, which is a Limited Common Element and appurtenant to the Residence Apartment. All four (4) parking stalls are open parking stalls.

END OF EXHIBIT G

EXHIBIT H

Common Elements of the Project

Set forth below is a summary of certain provisions of the Declaration of Condominium Property Regime of 84-361 Makaha Valley Road (the "Declaration"), Condominium Map of 84-361 Makaha Valley Road (the "Condominium Map"), and/or Bylaws of the Association of Apartment Owners of 84-361 Makaha Valley Road (the "Bylaws"), collectively the "Condominium Documents". The summary is not intended to be all inclusive and exhaustive explanation of all terms and provisions contained in the Condominium Documents. The Condominium Documents should be reviewed to determine a purchaser's actual rights and obligations thereunder. If any conflict or difference exists between this Exhibit and any of the Condominium Documents, the Condominium Documents shall govern. All capitalized terms used in this Exhibit shall have the same meanings as assigned to them in the Declaration, unless otherwise expressly defined herein.

1. Common Elements. The Common Elements of the Project are all portions of the Project not constituting Apartments (the "Common Elements"), including specifically, but not limited to the following:

- (A) The Land in fee simple;
- (B) All yards, grounds, walkways, walkway railings, landscaping, refuse facilities and gardens outside of the Apartments;
- (C) All roads, driveways, parking stalls and parking areas, access lanes, paved areas, ramps, and loading areas;
- (D) All Secondary Structures;
- (E) All mailboxes;
- (F) All sewer lines, pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations on, above, over, under and across the Project to the point of their respective connections to Improvements comprising a part of the Apartments or the Limited Common Elements appurtenant thereto, including, without limitation, those providing Apartments with electricity, light, gas (if any), water, air conditioning, sewer, refuse, telephone, and radio and television signal distribution (if any); and
- (G) Any and all other apparatus and installations existing for common use by two (2) or more Owners, and any and all other parts of the Project necessary or convenient to its existence, maintenance or safety, or normally in common use.

2. Limited Common Elements. Notwithstanding anything in paragraph 1 hereinabove, certain parts of the Common Elements; (the "Limited Common Elements"), are hereby designated and set aside for the exclusive use of the Apartments, and each Apartment shall have exclusive appurtenant easements for the use of its respective Limited Common Elements. All Secondary Structures affixed to the Land constituting a part of the Limited Common Elements shall be deemed to be Limited Common Elements.

a. Church Apartment shall have the Church Private Yard and Driveway Area (but subject to the Residence Apartment's easement described in Section 7.1.8 of the Declaration), for its exclusive use, possession and control of the Land comprising a part of the Limited Common Elements appurtenant to said Apartment for all purposes, including, but not limited to, landscaping and recreation, and the construction, maintenance, repair, replacement and use of any improvement, garage, driveway, parking area, accessory building, swimming pool or other Secondary Structure; subject, however, to the limitations set forth in this Declaration. Limited Common Area appurtenant to Church Apartment is 32,500 square feet.

b. Residence Apartment shall have the Residence Private Yard, for its exclusive use, possession and control of the Land comprising a part of the Limited Common Elements appurtenant to said Apartment for all purposes, including, but not limited to, landscaping and recreation, and the construction, maintenance, repair, replacement and use of any improvement, garage, driveway, parking area, accessory building, swimming pool or other Secondary Structure; subject, however, to the limitations set forth in this Declaration. Limited Common Area appurtenant to Residence Apartment is equal to 24,539 square feet.

c. Any swimming pool, recreation area, sauna, and/or storage area located within a Limited Common Element shall be a Limited Common Element.

3. The City and County of Honolulu has not approved the subdivision of the Apartments and their respective appurtenant Limited Common Elements into separate subdivided lots. **THE RESIDENCE LOT AND CHURCH LOT ARE NOT SUBDIVIDED LOTS.**

END OF EXHIBIT H

EXHIBIT I

Encumbrances Against Title

1. Real Property taxes. For more information, contact the City and County of Honolulu, Department of Finance, Real Property Assessment Division.

2. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: DEED
DATED: November 21, 1947
FILED: Land Court Document No. 97068
RECORDED: Liber 2087 Page 103

The foregoing includes, but is not limited to, matters relating to water reservation.

3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: DEED
DATED: March 12, 1952
FILED: Land Court Document No. 136872

4. LEASE

LESSOR: ROQUE RAMIREZ BORGE and JEAN DEMETRIA BORGE,
husband and wife
LESSEE: RUDY RAMIREZ BORGE, TAMOTSU YOSHIDA and VALENTIN
BORGE, as Trustees of the Makaha Congregation of Jehovah's
Witnesses, a religious and church organization
DATED: December 27, 1967
FILED: Land Court Document No. 434827
TERM: one year from May 1, 1967, to and including April 30, 1968

Said Lease demising the following described premises:

That certain area containing not to exceed 10,000 square feet on which a certain church building is now located and which area and church building have been heretofore and are being exclusively used for religious and church purposes by the Makaha Congregation of Jehovah's Witnesses, together with said church building and any right of way appurtenant thereto by way of ingress and egress to said demised premises.

5. LEASE

LESSOR: ROQUE RAMIREZ BORGE, Trustee of the unrecorded Roque Ramirez Borge Revocable Trust dated December 14, 1990, as amended, and JEAN DEMETRIA BORGE, Trustee of the unrecorded Jean Demetria Borge Revocable Trust dated December 14, 1990, as amended

LESSEE: PHILIP N. MAIN, JOHN O. GRAY and DAVID J. SHIMA, Trustees under Declaration of Trust dated October 25, 1993, for the Makaha, Hawaii Congregation of Jehovah's Witnesses

DATED: October 28, 1993

FILED: Land Court Document No. 2082069

TERM: 25 years commencing January 1, 1994

ABOVE LEASE AMENDED BY INSTRUMENT

DATED: April 13, 2000

FILED: Land Court Document No. 2624029

RE: extension of term

-Note:- Land Court Order No. 138353, filed May 5, 2000, set forth the disqualification and removal of DAVID J. SHIMA, as Trustee of the Makaha Congregation of Jehovah's Witnesses under that certain Declaration of Trust dated October 25, 1993 and the appointment of LARRY K. DALSTRA, as a substitute Trustee of said Trust to succeed said David J. Shima.

6. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "84-361 MAKAHA VALLEY ROAD" CONDOMINIUM PROJECT

DATED: December 16, 2001

FILED: Land Court Document No. 2833617

MAP: 1497 and any amendments thereto

-NOTE:- Said above Declaration states the Condominium Project has a together with an easement for road and utility purposes over and across Lot 32. However, the correct lot number should be 632.

7. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS

DATED: December 16, 2001

FILED: Land Court Document No. 2833618

EXHIBIT J

Estimated Initial Maintenance Fees

There should be no maintenance fees as each owner will be responsible for the maintenance and upkeep of their respective apartments and limited common areas appurtenant to such apartment, which in total, comprise the entire condominium project.

END OF EXHIBIT J

EXHIBIT K

Department of Planning and Permitting Letter dated October 2, 2002

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

2002/ELOG-1683(AS)

October 2, 2002

Mr. Bruce S. Noborikawa
Alston Hunt Floyd & Ing
18th Floor Pacific Tower
1001 Bishop Street
Honolulu, Hawaii 96813

Dear Mr. Noborikawa:

Subject: Condominium Conversion Project
84-361 Makaha Valley Road
Tax Map Key: 8-4-019: 019

This is in response to your letter dated June 17, 2002 requesting verification that the structures at the above-mentioned property met all applicable code requirements at the time of construction.

Investigation revealed that the meeting facility known as the Makaha Congregation of Jehovah's Witness and an accessory two-story single-family detached dwelling for minister's quarters with a total of 57 all-weather surface off-street parking spaces met all applicable code requirements when they were constructed in 2000 on this 57,020-square foot Country zoned lot. Building permit number 512202 was approved on August 23, 2000 to convert the single-family dwelling to a two-family detached minister's quarters.

A Site Plan Review (SPR), file number 93/SPR-5, was approved with conditions on December 12, 1993 to allow the new meeting facility and accessory dwellings for the minister and caretaker and their families. Subsequent minor modifications to the SPR were approved, also with conditions, in 1994, 1998, 1999 and 2000. A two-family detached dwelling is generally not permitted within the Country District. However, based on the proposed use as dwellings for the minister and caretaker, it was permitted under the SPR as an accessory to the meeting facility use. As such, the two-family detached dwelling is also subject to the conditions

EXHIBIT K

Mr. Bruce S. Noborikawa
October 2, 2002
Page 2

of the SPR approval, including a condition relating to changes in use or ownership. The condition specifically states:

“The applicant and/or landowner shall notify the Director of Planning and Permitting of:

- a. Any change in uses on the property;
- b. Termination of any uses on the property; and/or
- c. Transfer in ownership of the property or any uses on the property.

The Director shall then determine the appropriate disposition of this Site Plan Review Permit and facilities.”

In accordance with the above condition, the Director must be notified in advance of any changes, such as a transfer in ownership due to the condominium conversion or occupancy of the dwellings by someone other than the minister and caretaker, since the changes may not comply with the SPR approval. Based on the limited information provided in the June 17, 2002 request, it could not be confirmed that the condominium conversion would be in compliance with the SPR approval. In order to make this determination, additional information, including the purpose of the condominium conversion and whether there will be any change in use, occupancy or ownership, must be submitted.

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

For your information, 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.

Mr. Bruce S. Noborikawa
October 2, 2002
Page 3

Should you have any questions regarding the SPR approval, please contact Sharon Nishiura of our Zoning Regulations and Permits Branch at 523-4256. All other questions may be directed to Mr. Ivan Matsumoto of our Commercial and Multi-family Code Enforcement Branch at 527-6341.

Sincerely yours,


RANDALL K. FUJIKI, AIA
Director of Planning and Permitting

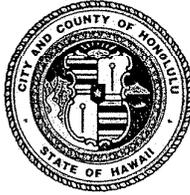
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Doc 176452

EXHIBIT L

Site Plan Permit No. 93/SPR-5

DEPARTMENT OF LAND UTILIZATION
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET
HONOLULU, HAWAII 96813 • (808) 523-4432



FRANK F. FASI
MAYOR

DONALD A. CLEGG
DIRECTOR

LORETTA K.C. CHEE
DEPUTY DIRECTOR

93/SPR-5(sc)

January 3, 1994

Mr. Philip Main
P. O. Box 1680
Waianae, Hawaii 96792

Dear Mr. Main:

Application for Site Plan Review for a Meeting
Facility, Makaha Congregation of Jehovah's Witnesses
84-361 Makaha Valley Road; Tax Map Key 8-4-19: 19

Your request for a Site Plan Review for the reconstruction of an existing meeting facility was APPROVED WITH CONDITIONS, pursuant to the attached "Findings of Fact, Conclusions of Law, and Decision and Order".

The approval of the Site Plan Review is subject to meeting the conditions of the above Order.

Pursuant to Section 8.60-2.C. of the Land Use Ordinance, the provisions of this Order shall become final 30 days after the date of mailing or delivery of this Order. You may appeal this Order to the Zoning Board of Appeals (ZBA) as provided by Section 6-909 of the City Charter. Please note that an appeal to the ZBA shall not stay any provision of this Order.

If you have any questions, please contact Sharon Chigawa of our staff at 527-6274.

Very truly yours,

A handwritten signature in cursive script, reading "Loretta Chee".

LORETTA K. C. CHEE
Acting Director of Land Utilization

LKCC:lg
Attachment
93spr5.snc

EXHIBIT L

DEPARTMENT OF LAND UTILIZATION OF THE CITY AND COUNTY OF HONOLULU

STATE OF HAWAII

IN THE MATTER OF THE APPLICATION)

OF)

MAKAHA CONGREGATION OF JEHOVAH'S)
WITNESSES)

CASE NO. 93/SPR-5

FOR A SITE PLAN REVIEW PERMIT)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
DECISION AND ORDER

I. APPLICATION

A. Basic Information

APPLICANT : Makaha Congregation of
Jehovah's Witnesses

LANDOWNER : Roque R. & Jean D. Borge

LOCATION : 84-361 Makaha Valley Road
(Exhibit 1)

TAX MAP KEY : 8-4-19: 19

LAND AREA : 57,020 square feet

STATE LAND USE DISTRICT : Urban District

DEVELOPMENT PLAN
LAND USE MAP : Public Facility (Exhibit 2)

PUBLIC FACILITIES MAP : Improvements within existing
right-of-way - no timing
schedule (Exhibit 3)

EXISTING ZONING : Country District (Exhibit 4)

EXISTING USE : Meeting facility and residence
(Exhibit 5)

SURROUNDING LAND USE : Residential

REQUEST : Site Plan Review to replace
existing meeting facility

B. Proposal

The applicant proposes to replace the existing Kingdom Hall by constructing a new 4,977 square-foot church (meeting facility) that will accommodate a 250-seat assembly area, a library and conference room. The existing single-family dwelling and church will be relocated to the rear of the property and will be used as single-family dwellings for the caretaker and minister. In addition, the applicant will be providing 63 parking spaces.

II. FINDINGS OF FACT

On the basis of the evidence presented, the Director has found:

A. Description of Site/Surrounding Uses

The project site is located on Makaha Valley Road, approximately 1/3 mile mauka of Farrington Highway. It is currently developed with the following structures:

STRUCTURE	SIZE ¹ (sq. ft.)	BUILDING PERMIT	YEAR ISSUED
Single-family dwelling	1,700	170450	1960
Kingdom Hall (relocated structure)	1,152	0021 ²	1967

¹Approximate size measured from plans submitted.
²A relocation permit was issued.

The surrounding land uses primarily consist of single-family dwellings. A few of the parcels are developed with more than one single-family dwelling. A stream runs along the rear of the property, parallel to Makaha Valley Road.

The project site and surrounding residential uses are zoned Country District. Lands located northeast of the parcel are zoned AG-2 General Agricultural District.

B. Existing and Proposed Schedule of Operations

The Kingdom Hall will be used for religious instruction during the following times:

<u>HOURS OF OPERATION</u>	<u>ATTENDANCE</u>
Sunday 9:00 am - 11:00 am	165
Tuesday 7:00 pm - 8:00 pm	65
Thursday 7:00 pm - 9:00 pm	165

The minister's and caretaker's families will occupy the two single-family dwellings.

C. Public Agencies' Review and Comment

Public agencies were requested to evaluate the impact of the project on their facilities and services. Their responses, attached as Exhibit 6, are summarized as follows:

AGENCY	COMMENTS
State Dept. of Health (DHS)	<ol style="list-style-type: none"> 1. DOH concurs with the use of an on-site individual wastewater treatment system. 2. Stationary equipment (i.e., A/C units) and construction activities must comply with the provisions of Title 11, Administrative Rules Chapters 42 & 43.
State Dept. of Transportation (DOT)	No significant impact on State highway facilities.
State Historic Preservation Division	No known historic sites on the subject parcel.
Dept. of Wastewater Management	Municipal sewer system is not available. The City has no plans to sewer the area.
Honolulu Police Dept.	No comments at this time.
Honolulu Fire Dept.	No adverse impact to Fire Dept. facilities or services. Access for fire apparatus, water supply and building construction shall be in conformance to existing codes and standards.
Board of Water Supply	The developer will be required to install the necessary water system improvements to upgrade to fire protection standards. Water availability will be confirmed during the building permit process.
Planning Dept.	Since a portion of the parcel is in a flood hazard district, the applicant should elaborate on drainage plans and proposed mitigative measures.
Dept. of Transportation Services	<ol style="list-style-type: none"> 1. The project's driveway should be constructed as perpendicular to the center line of Makaha Valley Road as possible. 2. Adequate on-site parking should be provided. 3. Provide an internal circulation pattern to DTS for review. 4. All loading/unloading activities should be done on-site. 5. All landscaping & signs should not obstruct vehicular sight lines. 6. The Neighborhood Board should be informed of proposed project.

AGENCY	COMMENTS
Dept. of Public Works	<ol style="list-style-type: none"> 1. Roadway improvements fronting the project site and access improvements shall be constructed to City standards and comply with the Americans with Disabilities Accessibility Guideline requirements. 2. Provide adequate on-site parking. 3. Construct a standard drop driveway. 4. Future expansion of the church, including additional uses, may require the conversion to 3-cubic yard refuse containers.

D. Community Concerns

Informational notices were sent to various community organizations, public officials and the Waianae Coast Neighborhood Board No. 24.

The applicant presented the project to the Waianae Neighborhood Board No. 24 on July 7, 1992. No strong opposition was raised and the Board voted to approve the proposed project.

Based on the absence of any major community concerns, the Director determined that a public hearing was not warranted.

E. Chapter 343, Hawaii Revised Statutes (HRS)

The proposal is not subject to the provisions of Chapter 343, Hawaii Revised Statutes, the Environmental Impact Statement Law.

III. ANALYSIS

A. Project Impacts

1. Land Use

The project site is designated Urban on the State Land Use Map; Public Facility on the Waianae Development Plan Land Use Map; and zoned Country District.

Meeting facilities are permitted within the Country District subject to an approved Site Plan Review.

2. Noise

The church currently meets on the site for religious instruction without air conditioning/sound proofing.

According to the minutes of the July 7, 1992 Neighborhood Board meeting, the applicant indicated that the proposed Kingdom Hall will be sound-proofed. Therefore, existing noise levels should decrease with the proposed project, except during construction. Also, the proposed 6-foot high panax hedge and various canopy trees, to be planted along both sides of the property, will provide a buffer between land uses.

The applicant is required to comply with the provisions of Title 11, Administrative Rules Chapters 42 and 43, "Vehicular Noise Control" and "Community Noise Control for Oahu", during construction and when utilizing stationary equipment such as air conditioning units.

3. Lighting

The applicant did not submit any plans for exterior lighting. Any proposed exterior lighting should be shielded to avoid direct illumination onto adjoining residential properties.

4. Traffic

The applicant will be providing a 59-space parking lot for the proposed Kingdom Hall and a 4-space carport for the two single-family dwelling units. The parking lot will be located in the central portion of the parcel, between the proposed church and the relocated residences.

Makaha Valley Road, from Lahaina Street towards the mountain, is a private road. Both the Department of Transportation Services (DTS) and the State Department of Transportation (DOT) did not indicate that the proposed project will impact any roadway and/or highway facilities. However, in accordance with the DTS' and the Department of Public Works' (DPW) on-site concerns, the applicant will be required to complete the following:

- a. The proposed driveway shall be a standard drop driveway and constructed as perpendicular to the center line of Makaha Valley Road as possible. The driveway shall provide for one vehicular length, clear from the driveway apron to the median strip.
- b. An internal circulation plan shall be provided to DTS for review prior to the final design phase. The plan shall clarify how the porte-cochere shall be utilized.

- c. If the applicant decides to construct roadway improvements along the project site, the improvements shall conform to City standards.
- d. In accordance with the Americans with Disabilities Act Accessibility Guidelines, any required access improvements shall be provided at the project site.

5. Refuse Collection

The City will continue to provide manual collection for the church. However, if additional uses, such as a day-care facility, are established, the Department of Public Works will require the church to convert to a three-cubic yard rubbish bin.

6. Water

The Board of Water Supply (BWS) indicated that the existing water system cannot provide adequate fire protection. City standards require a fire hydrant to be located within 125 linear feet of the site and to have a flow of 2,000 gallons per minute (gpm) for church developments. According to BWS, the nearest fire hydrant is located approximately 2,100 linear feet away with a flow of approximately 1,200 gpm. Therefore, the applicant will be required to install water system improvements to upgrade the fire protection capability to City standards.

7. Wastewater

The Department of Public Works indicated that the project area is well above the existing sewer line. Currently, the City has no plans to extend the sewer line. Therefore, the applicant is proposing to install a septic tank with leaching field for liquid waste.

The Department of Health (DOH) concurs with the use of an individual wastewater system. However, if a sewer collector line is constructed close to the property in the future, a sewer connection will be required. All wastewater plans must conform to applicable provisions of the DOH's Administrative Rules, Chapter 11-62 "Wastewater System".

B. Compliance with Land Use Ordinance (LUO) Requirements

1. Country District Development Standards:

STANDARD	LUO PROVISION	PROJECT SITE
DEPTH/WIDTH	100'	approximately 125'/425'
FRONT YARD	15'	30'
SIDE/REAR YARD	10'	15'/70'
MAXIMUM HEIGHT	25'	25'
MAXIMUM BUILDING AREA	25%	14%

The proposed project will conform to Country District development standards. Although the applicant did not submit elevation plans for the proposed structure, the applicant indicated that the proposed structure will meet the 25-foot maximum height limit.

2. Site Plan Review Minimum Development Standards for Meeting Facilities:

STANDARD	LUO PROVISION	PROJECT SITE
Travel way	22 ft.	22'
Lot Size	20,000 sq. ft.	57,020 sq. ft.
Street Frontage	75 ft.	125'
Buffer	6-foot high solid wall and/or landscaping when adjoining lots are zoned country, residential, apartment or apartment mixed use	6-foot high panax hedges with intermittent canopy trees

The proposed project meets all of the minimum development standards for meeting facilities.

3. Flood Hazard District

According to the applicant's location plan, nearly the entire parcel is within the Flood Hazard District AE, Floodway and Flood Fringe Districts. A majority of the area within the Flood Hazard District is within the Flood Fringe District with the remainder being located within the Floodway District. The applicant has not proposed any construction and/or improvements within the Floodway District. The ground floor plan indicates that the relocated residential structures shall be above the regulatory flood elevation of the Flood

Fringe District. The proposed church, which is also within the Flood Fringe District, will be required to be elevated to or above the regulatory flood elevation.

The applicant will need to comply with all the applicable requirements under Section 7.10 Flood Hazard Districts of the LUO including certification by a registered engineer or architect.

4. Signs

The ground floor plan indicates that a ground sign will be erected in the required front yard. Under Section 3.90 Sign Regulations of the LUO, only one sign or bulletin board which does not exceed 24 square feet is permitted. The sign cannot be directly illuminated; located in the required front yard; and exceed a height of 8 feet above finish grade. The applicant will need to remove the pylon sign from the required front yard and comply with LUO sign regulations.

C. Parking/Loading

An all-weather parking area containing a total of 59 standard spaces will be provided on the central portion of the site, between the proposed church and relocated residences. An additional 4 spaces will be provided for the relocated residences for a total of 63 spaces. Access to the parking area is from Makaha Valley Road. Parking requirements for the church under the LUO are as follows:

USE	LUO REQUIREMENT	PARKING REQUIRED
Assembly Area @ approx. 3,025 sq. ft or 250 fixed seats	1 per 75 sq. ft. of assembly area or 1 per 5 fixed seats, whichever is greater	50
Conference room, Library	Accessory*	0
Caretaker's dwelling unit @ approx. 1,152 sq. ft.	2 per unit	2
Minister's dwelling unit @ approx. 1,700 sq. ft.	2 per unit	2
TOTAL		54

*Parking was not assessed for the conference room and library because they are considered accessory to the assembly area. The conference room and library are not utilized simultaneously with the assembly area.

The total number of required parking for the church is 54 spaces. According to the proposed site plan, the applicant will be providing a total of 64 spaces, 10 more than the 54 required spaces.

Of the required 54 parking spaces, 3 spaces are required to be designated for the physically handicapped. The proposed site/floor plan indicates that 3 spaces will be designated for the physically handicapped.

The LUO requires that loading spaces be provided relative to total floor area. The proposed 4,977 square-foot meeting facility will not require any loading spaces. However, further expansion and/or modification may require that loading spaces be provided.

D. Landscaping

According to the proposed site/floor plan, ample landscaping will be provided throughout the property. The 6-foot high panax hedge with intermittent canopy trees will provide an adequate buffer between land uses. The existing mango, banana and kiawe trees located at the rear of the property will be retained.

IV. CONCLUSIONS OF LAW

The Director hereby makes the following Conclusions of Law:

The proposed church meets all of the requirements for a Site Plan Review for a meeting facility. It will provide a service and facility which will contribute to the general welfare of the community-at-large and the surrounding neighborhood, provided the concerns, as indicated in the ANALYSIS section of this report, are mitigated as set forth in the following DECISION AND ORDER.

V. DECISION AND ORDER

Based on the FINDINGS OF FACT and CONCLUSIONS OF LAW, the application for a Site Plan Review for a meeting facility for the Makaha Congregation of Jehovah's Witnesses, in general accordance with the exhibits on file at the Department of Land Utilization, is APPROVED, SUBJECT TO THE FOLLOWING CONDITIONS:

1. The submitted plan, labeled ground floor plan, last dated August 10, 1992, shall be retained as the approved site plan and landscape plan except as modified herein.

Plant materials identified in the approved landscape plan shall be installed within two years of the effective date of this approval and shall be of sufficient number and adequate sizes so as to achieve a desired landscaping effect within one year of installation. Photographic documentation of compliance with this condition shall be submitted to the Department of Land Utilization.

2. The applicant shall install the necessary water system improvements to upgrade the fire protection capabilities to City standards.
3. The applicant shall comply with the Department of Transportation Services' and the Department of Public Works recommendations, including but not limited to, the driveway alignment, internal circulation patterns and access improvements.
4. The wastewater plans shall comply with the Department of Health's Administrative Rules, Chapter 11-62, "Wastewater System".
5. Application for building permits for the proposed development shall be submitted within 6 months of the effective date of this approval.
6. Building permits for the proposed development shall be obtained within one year of the effective date of this approval.
7. The operation of the Kingdom Hall shall be limited to 9:00 a.m. to 9:00 p.m., daily.
8. The applicant shall submit building construction plans to the Department of Health, Department of Transportation Services, Department of Public Works and the Board of Water Supply for their review and approval prior to application for a building permit.
9. The applicant shall immediately stop work and contact the State Historic Preservation Division for review and approval of proposed mitigation measures should any previously unidentified historic sites (including but not limited to artifacts, shell, bone, or charcoal deposits, human burials, rock or coral alignments, pavings or walls) be encountered during the development of the project approved under this Site Plan Review. Work in the immediate area shall be stopped until the SHPD is able to assess impacts and make further recommendations for appropriate mitigation measures.

10. Approval of this Site Plan Review does not constitute compliance with other Land Use Ordinance or governmental agencies' requirements. They are subject to separate review and approval. The applicant shall be responsible for insuring that the final plans for the project approved under this permit comply with all applicable Land Use Ordinance and other governmental agencies' provisions and requirements.
11. The Director of Land Utilization may modify the conditions of this Site Plan Review by imposing additional conditions, modifying existing conditions, or deleting conditions deemed satisfied upon a finding that circumstances related to the approved project have significantly changed so as to warrant a modification to the conditions of approval.
12. The applicant and/or landowner shall notify the Director of Land Utilization of:
 - a. Any change in uses on the property;
 - b. Termination of any uses on the property; and/or
 - c. Transfer in ownership of the property or any uses on the property.

The Director shall then determine the appropriate disposition of this Site Plan Review and facilities.

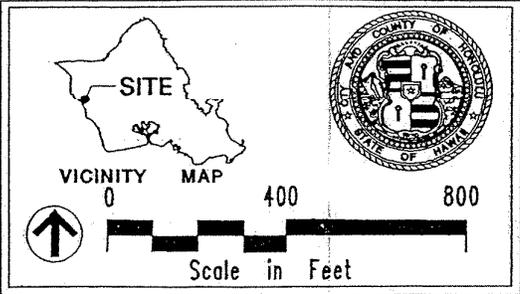
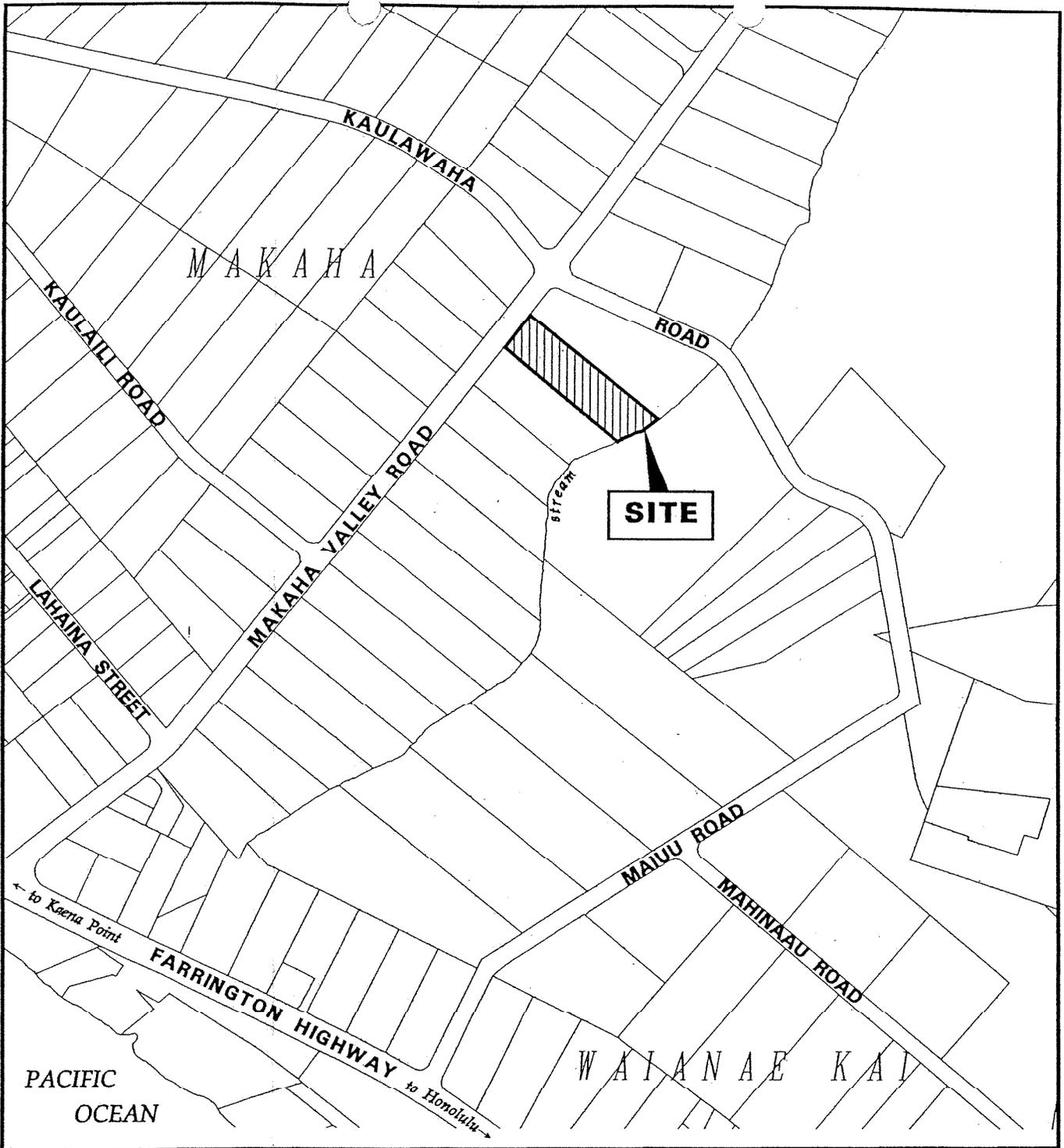
13. On an annual basis, corresponding with the anniversary of the effective date of this Site Plan Review, until a Certificate of Occupancy is obtained for the new Kingdom Hall, the applicant shall submit a written status report to the Department of Land Utilization documenting its satisfaction of and/or describing its progress toward complying with each condition of approval for this permit.
14. In the event of noncompliance with any of the conditions set forth herein, the Director of Land Utilization may terminate all uses approved under this Site Plan Review or halt their operation until all conditions are met or may declare this Site Plan Review null and void.

Dated at Honolulu, Hawaii, this 17th day of December,
1993.

DEPARTMENT OF LAND UTILIZATION
CITY AND COUNTY OF HONOLULU
STATE OF HAWAII

By 
LORETTA K. C. CHEE
Acting Director of Land Utilization

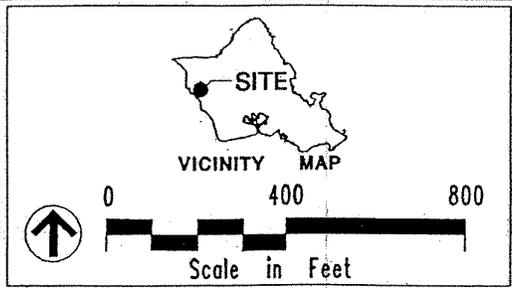
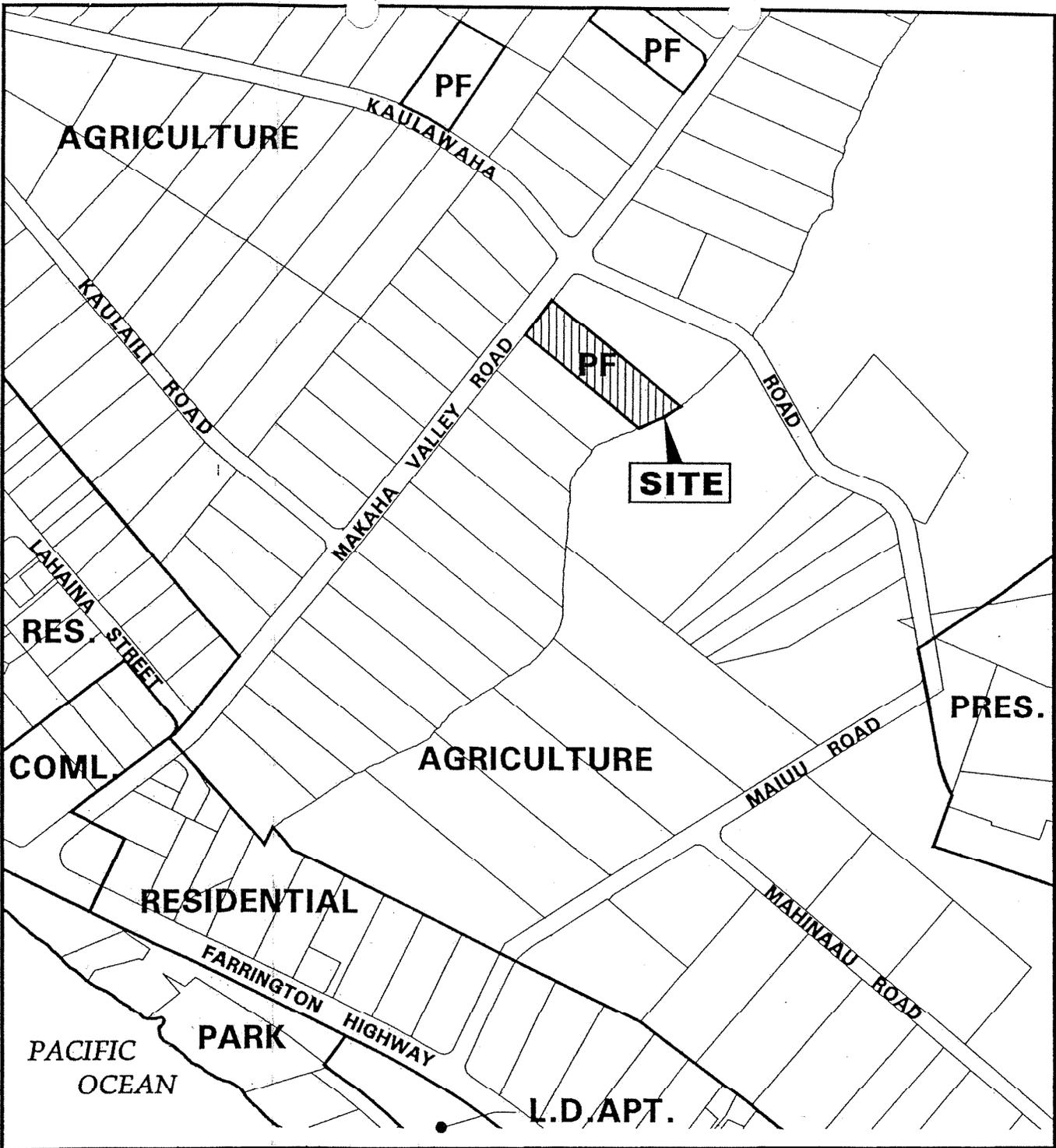
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**LOCATION MAP
MAKAHA**

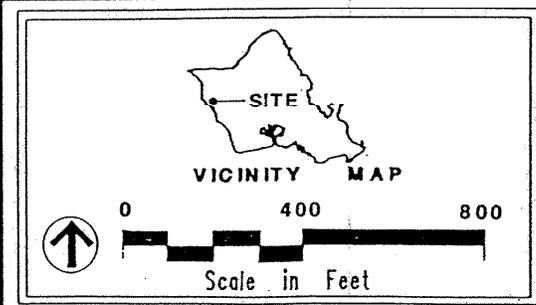
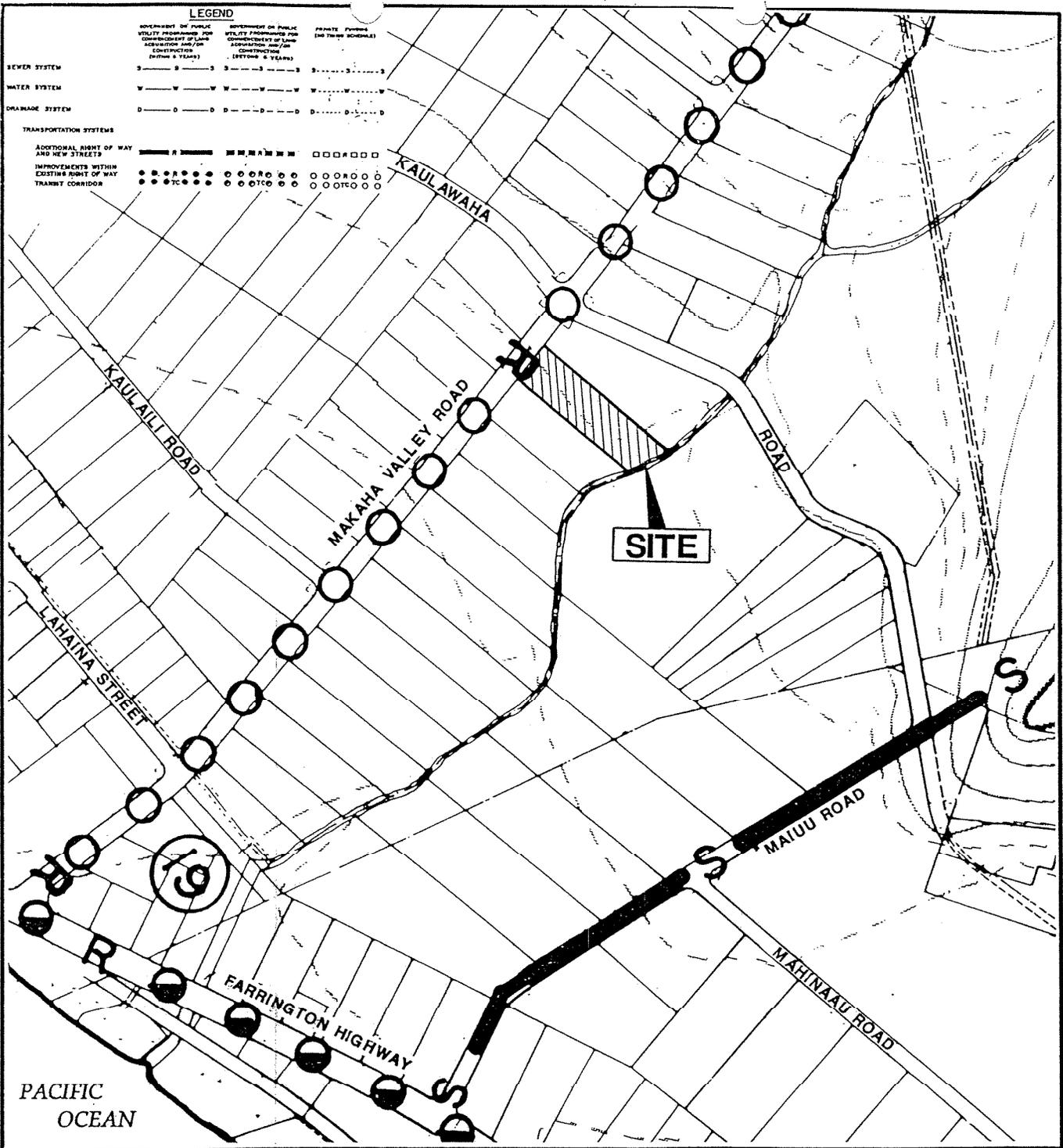
TAX MAP KEY: 8-4-19: 19

FOLDER NO.: 93/SPR-5



**PORTION OF
DEVELOPMENT PLAN
LAND USE MAP
WAIANAE**

TAX MAP KEY: 8-4-19: 19
FOLDER NO.: 93/SPR-5

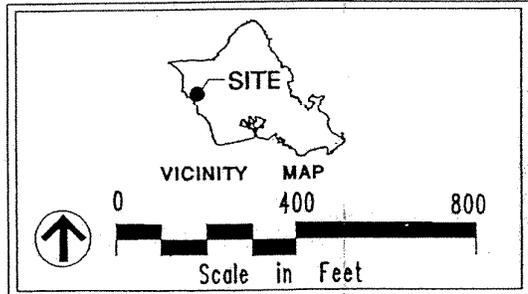
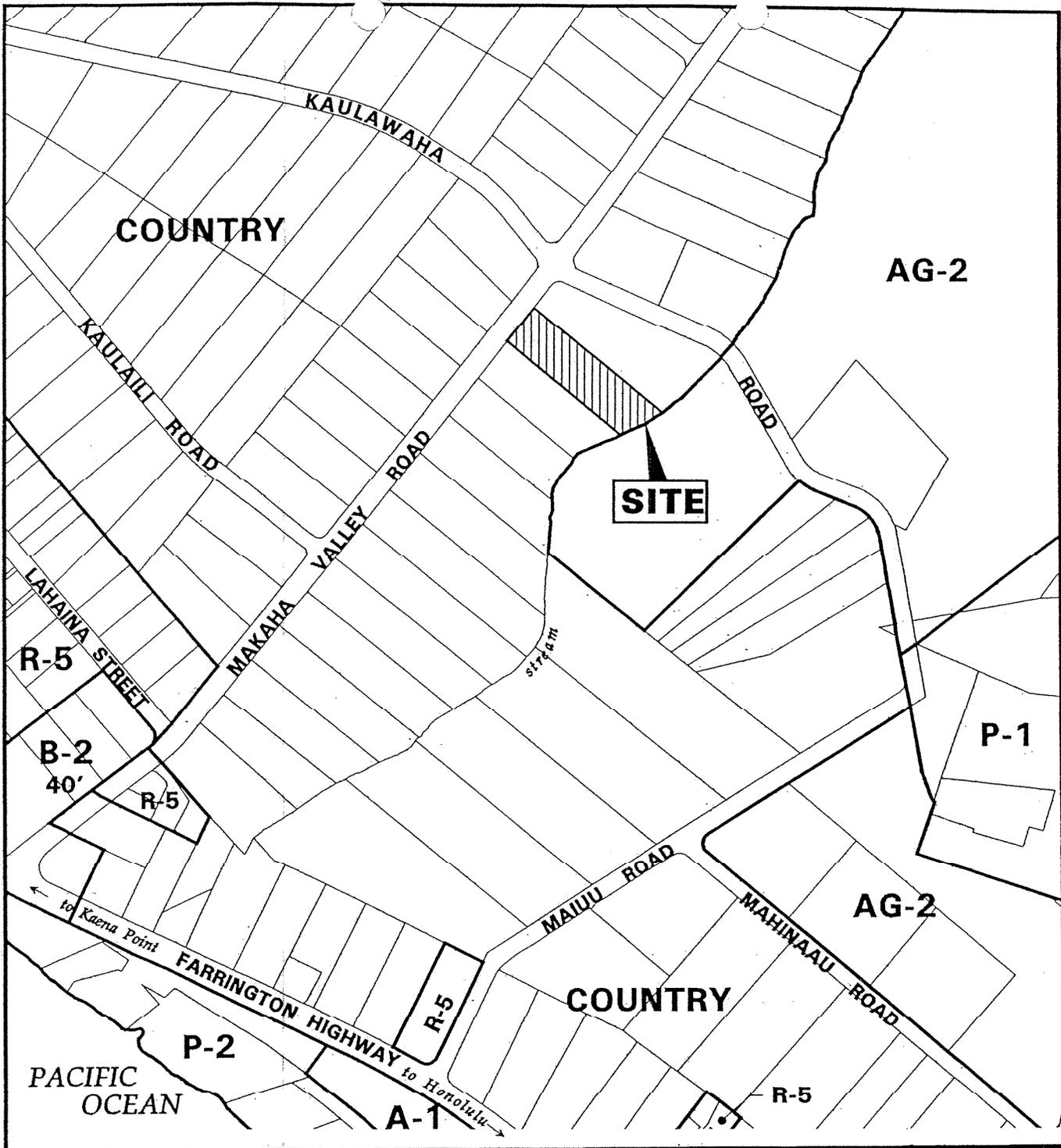


**PORTION OF
DEVELOPMENT PLAN
PUBLIC FACILITIES MAP
WAIANAE**

TAX MAP KEY: 8-4-19: 19 FOLDER NO.: 93/SPR-5

Prepared By: Department of Land Utilization
City and County of Honolulu
Date: December, 1992

EXHIBIT 3

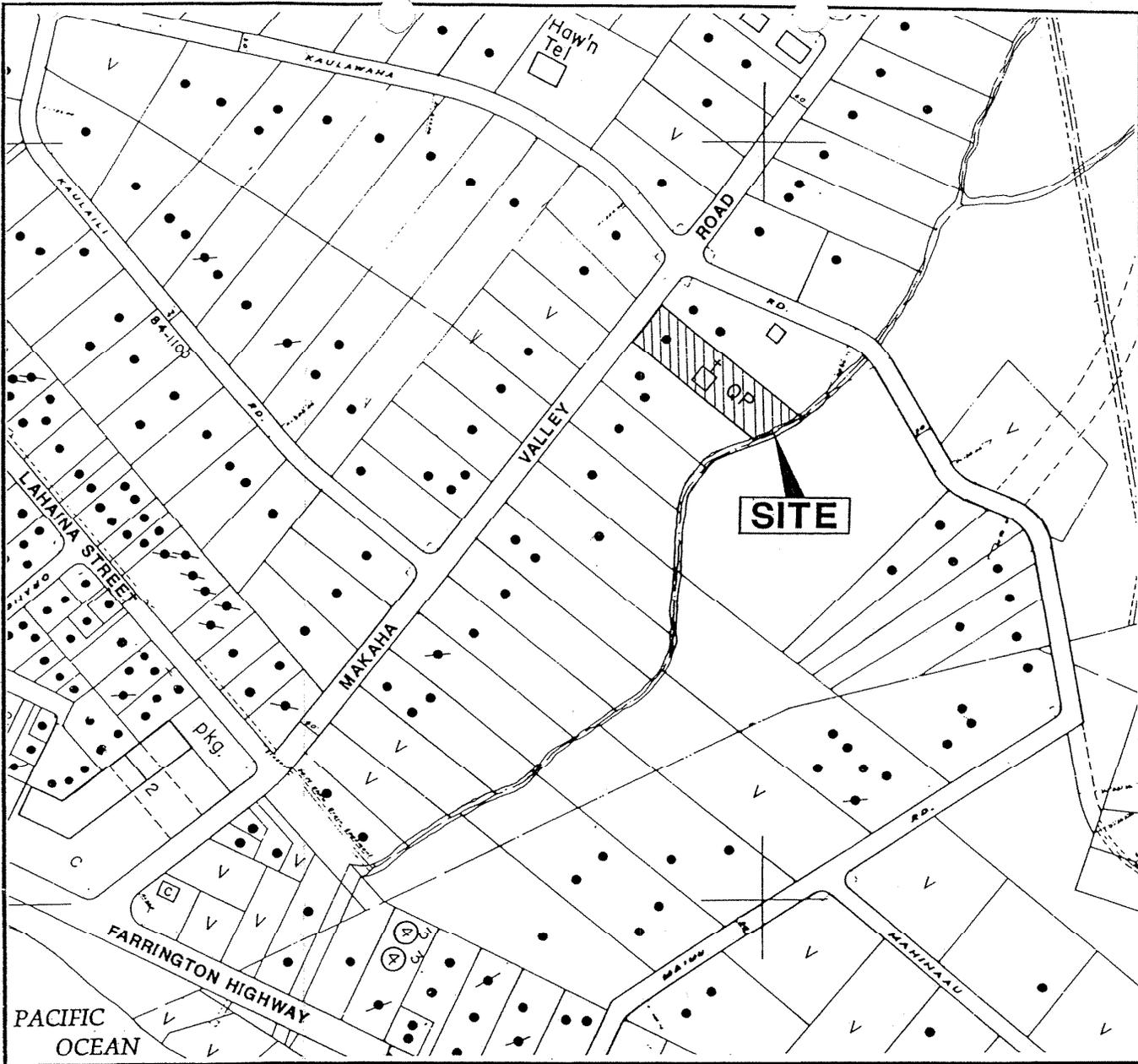


**PORTION OF
EXISTING ZONING MAP
LUALUALEI TO MAKAHA**

TAX MAP KEY: 8-4-19: 19
FOLDER NO.: 93/SPR-5

Prepared By: Department of Land Utilization
City and County of Honolulu
Date Prepared: November 1993

EXHIBIT 4



LEGEND			
RESIDENTIAL			
	SINGLE-FAMILY		QUASI-PUBLIC FACILITIES
	TWO-FAMILY		PARKS & RECREATION
	MULTI-FAMILY		CEMETERY
	MOTEL & HOTEL		TRANSPORTATION
	COMMERCIAL		UTILITIES
	INDUSTRIAL		MILITARY
	AGRICULTURAL		VACANT
	PUBLIC FACILITIES		UNDER CONSTRUCTION

**PORTION OF WAIANAE
EXISTING LAND USE MAP**

TAX MAP KEY: 8-4-19:19
 FOLDER NO.: 93/SPR-5

0 400 800

 Scale in Feet

DATA COMPILED BY: PLANNING DEPARTMENT
 MAP PREPARED BY: DEPARTMENT OF LAND UTILIZATION
 CITY AND COUNTY OF HONOLULU

DATE OF DATA: December 1988
 DATE PREPARED: November 1993

JOHN WAIHEE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF HEALTH
P. O. BOX 3378
HONOLULU, HAWAII 96801

42-014-11
JOHN C. LEWIN, M.D.
DIRECTOR OF HEALTH

DEC 9 1993
In reply, please refer to:

December 7, 1993

93-300/epo

Mr. Donald A. Clegg, Director
Department of Land Utilization
City & County of Honolulu
650 South King Street
Honolulu, Hawaii 96813

Dear Mr. Clegg:

Subject: Application for a Site Plan Review
Makaha Congregation of Jehovah's Witnesses Meeting Facility
Makaha, Oahu
TMK: 8-4-19: 19

Thank you for allowing us to review and comment on the subject project.
We have the following comments to offer:

Wastewater

The document proposes to construct a 250-seat church (meeting facility) and retain the two existing structures for residential uses. The subject project is located in the Pass Zone, above the Underground Injection Control (UIC) Line and in the critical wastewater disposal area as determined by the Oahu Wastewater Advisory Committee. No new cesspool will be allowed in the subject area.

After consultation with City and County of Honolulu's Wastewater Management Division, it has been determined that the area is located well above an existing sewer line at the corner of Makaha Valley Road and Lahaina Street. Since this sewer line is quite a distance away, and would require a lengthy collector line, the Department of Health concurs with the use of a treatment individual wastewater system to be constructed on-site. The treated effluent should be reused for irrigation wherever possible. Should a sewer collector line be constructed close to the property in the future, we will require connection at that time.

All wastewater plans must conform to applicable provisions of the DOH's Administrative Rules, Chapter 11-62, "Wastewater System" and we reserve the right to review plans.

EXHIBIT 6

Mr. Donald A. Clegg
December 7, 1993
Page 2

If you have any questions on this matter, please contact Ms. Lori Kajiwara of the Wastewater at 586-4290.

Noise

1. Stationary equipment such as air conditioning units, if utilized, must be attenuated to comply with the provisions of Title 11, Administrative Rules Chapter 43, "Community Noise Control for Oahu".
2. Activities associated with the construction of the project must comply with the provisions of Chapter 43, "Community Noise Control for Oahu".
 - a. The contractor must obtain a noise permit if the noise levels from construction activities are expected to exceed the allowable levels of the rules.
 - b. Construction equipment and on-site vehicles requiring an exhaust of gas or air must be equipped with mufflers.
 - c. The contractor must comply with the requirements pertaining to construction activities as specified in the rules and the conditions issued with the permit.
3. Heavy vehicles travelling to and from the project site should be minimized within residential areas and must comply with the provisions of Title 11, Administrative Rules Chapter 42, "Vehicular Noise Control" for Oahu.

If you should have any questions on this matter, please call Jerry Haruno, Environmental Health Program Manager, Noise and Radiation Branch at 586-4701.

Very truly yours,



JOHN C. LEWIN, M.D.
Director of Health

c: Wastewater Branch
Noise & Radiation Branch

JOHN WAIHEE
GOVERNOR



79-04912

REX D. JOHNSON
DIRECTOR

DEPUTY DIRECTORS
KANANI HOLT
JOYCE T. OMINE
AL PANG
CALVIN M. TSUDA

IN REPLY REFER TO:

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

HWY-PS
2.9364

DEC -2 1993

Mr. Donald A. Clegg
Director
Department of Land Utilization
City and County of Honolulu
650 South King Street
Honolulu, Hawaii 96813

RECEIVED
DEPARTMENT OF TRANSPORTATION
NOV 11 1993

Dear Mr. Clegg:

Subject: Application for Site Plan Review, 93/SPR-5,
Makaha Congregation of Jehovah's Witnesses Meeting
Facility, TMK: 8-4-19: 19

Thank you for your letter of October 18, 1993, requesting our
review of the subject application.

The proposed meeting facility is not anticipated to have a
significant impact on our State highway facilities.

Sincerely,

Rex D. Johnson
Director of Transportation

JOHN WAIHEE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
STATE HISTORIC PRESERVATION DIVISION
33 SOUTH KING STREET, 6TH FLOOR
HONOLULU, HAWAII 96813

KEITH AHUE, CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCE

DEPUTIES

JOHN P. KEPPELER II
DONNA L. HANAKE

AQUACULTURE DEVELOPMENT
PROGRAM

AQUATIC RESOURCES
CONSERVATION AND

ENVIRONMENTAL AFFAIRS
CONSERVATION AND

RESOURCES ENFORCEMENT
CONVEYANCES

FORESTRY AND WILDLIFE
HISTORIC PRESERVATION

DIVISION
LAND MANAGEMENT
STATE PARKS

WATER AND LAND DEVELOPMENT

November 1, 1993

Donald A. Clegg
Director of Land Utilization
Department of Land Utilization
City and County of Honolulu
650 South King Street
Honolulu, Hawaii 96813

LOG NO: 9837
DOC NO: 9310EJ01

Dear Mr. Clegg:

SUBJECT: Application for a Site Plan Review, Makaha Congregation
of Jehovah's Witnesses Meeting Facility
Makaha, Wai'anae, O'ahu
TMK: 8-4-19:019

Thank you for the opportunity to review this application. A review of our records shows that there are no known historic sites at this parcel. Aerial photographs show the parcel was cleared and developed many years ago, so it is unlikely that any historic sites will be found during construction of the meeting and parking facilities. Therefore, we believe this project will have "no effect" on historic sites.

Sincerely yours,

DON HIBBARD, Administrator
State Historic Preservation Division

EJ:jt

717-03470

DEPARTMENT OF WASTEWATER MANAGEMENT
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET
HONOLULU, HAWAII 96813

OCT 27 10 30

FRANK F. FASI
MAYOR



KENNETH M. RAPPOLT
DIRECTOR

FELIX B. LIMTIACO
DEPUTY DIRECTOR

In reply refer to:
WPC 93-135

October 26, 1993

MEMORANDUM

TO: MR. DONALD A. CLEGG, DIRECTOR
DEPARTMENT OF LAND UTILIZATION

FROM: KENNETH M. RAPPOLT, DIRECTOR
DEPARTMENT OF WASTEWATER MANAGEMENT

SUBJECT: APPLICATION FOR A SITE PLAN REVIEW
MAKAHA CONGREGATION OF JEHOVAH'S
WITNESSES MEETING FACILITY
TAX MAP KEY: 8-4-19:19

Our response relating to the availability and adequacy of the municipal sewer system for the subject project is as follows:

- Municipal Sewer System Available and Adequate
(This statement shall not be construed as confirmation of sewage capacity reservation. Sewage capacity reservation is contingent on submittal and approval of a "Sewer Connection Application" form.)
- Municipal Sewer System Not Available
- Municipal Sewer System Not Adequate
- Liable for Payment of a Wastewater System Facility Charge
- Other: Presently, we have no plans to sewer the area.

Contact Person: Arturo Saavedra, Jr., Ext. 5827

KENNETH M. RAPPOLT
Director

File No.: 93/SPR-5(SC)

DEPARTMENT OF LAND UTILIZATION

SUMMARY DESCRIPTION

APPLICANT : Makaha Congregation of Jehovah's Witnesses

LANDOWNER : Roque R. and Jean D. Borge

REQUEST : Site Plan Review

LOCATION : 84-361 Makaha Valley Road, Waianae

TAX MAP KEY : 8-4-19: 19

LAND AREA : 57,020 Square Feet

DEVELOPMENT PLAN LAND USE MAP : Public Facilities

PUBLIC FACILITIES MAP : Improvements with the Existing Right-of-Way

EXISTING ZONING : Country District

EXISTING USE : Two structures exist on the site. However, one is being used for a residence and the other as a Kingdom Hall.

SURROUNDING LAND USE : Residential

PROPOSAL : Construct a 250-seat church (meeting facility) and retain the two existing structures, located on the property, for residential uses. Parking will be provided.

Honolulu Police Department
Department

Comments: This is in response to your request for comments on an application for a Site Plan Review permit for a meeting facility for the Makaha Jehovah's Witnesses.

The project will have no significant impact on the operations of the Honolulu Police Department and we have no comments to make at this time.

Thank you for the opportunity to review this document.

Regene Hume 11.9.93
 By Date

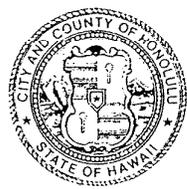
93-00605

FIRE DEPARTMENT
CITY AND COUNTY OF HONOLULU

3375 KOAPAKA STREET, SUITE H425
HONOLULU, HAWAII 96819-1869

2 25

FRANK F. FASI
MAYOR



DONALD S. M. CHANG
FIRE CHIEF
RICHARD R. SETO-MOOK
DEPUTY FIRE CHIEF

October 25, 1993

TO: DONALD A. CLEGG, DIRECTOR
DEPARTMENT OF LAND UTILIZATION

FROM: DONALD S. M. CHANG, FIRE CHIEF

SUBJECT: PROJECT FILE NO. 93/SPR-5
APPLICATION FOR A SITE PLAN REVIEW
MAKAHA CONGREGATION OF JEHOVAH'S WITNESSES
MEETING FACILITY
TAX MAP KEY 8-4-19: 19

We have reviewed the subject material provided and foresee no adverse impact in Fire Department facilities or services. Fire protection services provided from Waianae and Nanakuli engine companies with ladder service from Waianae are adequate.

Access for fire apparatus, water supply and building construction shall be in conformance to existing codes and standards.

Should you have any questions, please call Assistant Chief Attilio Leonardi of our Administrative Services Bureau at 831-7775.

A handwritten signature in cursive script, appearing to read "Donald S. M. Chang".

DONALD S. M. CHANG
Fire Chief

AKL:ny

Department of Land Utilization
Summary Description
93/SPR-5(SC)
Page 2

11/3/93

Board of Water Supply
Department

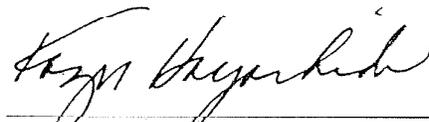
Comments:

We have no objections to the proposed Site Plan Review for the Makaha Congregation of Jehovah's Witnesses meeting facility.

The existing water system cannot provide adequate fire protection as required by our water system standards. Our standards require a fire hydrant to be located within 125 linear feet of the site and to have a flow of 2,000 gallons per minute (gpm) for church developments. The nearest fire hydrant is located approximately 2,100 linear feet away with a flow of approximately 1,200 gpm. Therefore, the developer will be required to install the necessary water system improvements to upgrade the fire protection in accordance with our water system standards. The construction drawings should be submitted for our review and approval.

The availability of water will be confirmed when the construction drawings are submitted for our review and approval. When water is made available, the applicant will be required to pay our Water System Facilities Charges for source-transmission and daily storage.

If you have any questions, please contact Sandy O'Brien at 527-6122.



KAZU HAYASHIDA
Manager and Chief Engineer

11/8/93

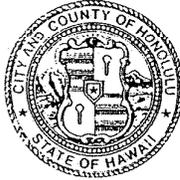
Date

49-00110

PLANNING DEPARTMENT
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET
HONOLULU, HAWAII 96813

NOV 10 9 47 AM '93



FRANK F. FASI
MAYOR

ROBIN FOSTER
CHIEF PLANNING OFFICER

ROLAND O. LIBBY, JR.
DEPUTY CHIEF PLANNING OFFICER
MH 10/93-2449

November 5, 1993

MEMORANDUM

TO: DONALD A. CLEGG, DIRECTOR
DEPARTMENT OF LAND UTILIZATION

FROM: ROBIN FOSTER, CHIEF PLANNING OFFICER
PLANNING DEPARTMENT

SUBJECT: SITE PLAN REVIEW FOR MAKAHA CONGREGATION OF JEHOVAH'S
WITNESSES MEETING FACILITY, 93/SPR-5, TMK: 8-4-19: 19

In response to your department's request of October 18, 1993, we have reviewed the subject Site Plan Review application and have the following comments to offer:

1. The proposed project site is currently designated for Public Facilities use on the Waianae Development Plan Land Use Map.
2. According to Community-Panel Number 150001 0100 B, Flood Insurance Rate Map revised September 4, 1987, the majority of the subject parcel is within ZONE AE which has a base flood elevation of 38 feet. Therefore, the applicant should elaborate on drainage plans and proposed mitigative measures.

Should you have any questions, please contact Matthew Higashida of our staff at 527-6056.

ROBIN FOSTER
Chief Planning Officer

RF:js

DEPARTMENT OF LAND UTILIZATION

SUMMARY DESCRIPTION

APPLICANT : Makaha Congregation of Jehovah's Witnesses

LANDOWNER : Roque R. and Jean D. Borge

REQUEST : Site Plan Review

LOCATION : 84-361 Makaha Valley Road, Waianae

TAX MAP KEY : 8-4-19: 19

LAND AREA : 57,020 Square Feet

DEVELOPMENT PLAN
LAND USE MAP : Public Facilities

PUBLIC FACILITIES MAP : Improvements with the Existing Right-of-Way

EXISTING ZONING : Country District

EXISTING USE : Two structures exist on the site. However, one is being used for a residence and the other as a Kingdom Hall.

SURROUNDING LAND USE : Residential

PROPOSAL : Construct a 250-seat church (meeting facility) and retain the two existing structures, located on the property, for residential uses. Parking will be provided.

Transportation Services
Department

TE-4174
PL93.1.421

Comments:

See attached.

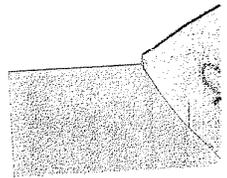

By JOSEPH M. MAGALDI, JR. Date 11-19-93

7-10-17

Comments:

Based on our review of the application, we have the following concerns:

1. The driveway servicing the project site should be constructed as perpendicular to the center line of Makaha Valley Road as possible.
2. Adequate on-site parking should be provided based on the anticipated number of vehicles, or in accordance with LUO requirements, whichever is greater.
3. An internal circulation plan should be provided to our department for review prior to the final design phase. Clarification on how the porte-cochere area will operate is needed.
4. All loading/unloading activities should be done on-site.
5. All landscaping, including the pylon sign, should be placed in locations where they do not obstruct vehicular sight lines.
6. The appropriate neighborhood board should be informed of this proposed project.



Should you have any questions, please contact Lance Watanabe of my staff at local 4199.

DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET
HONOLULU, HAWAII 96813



FRANK FASI
MAYOR

C. MICHAEL STREET
DIRECTOR AND CHIEF ENGINEER
KENNETH E. SPRAGUE
DEPUTY DIRECTOR

IN REPLY REFER TO

93-14-0776

November 1, 1993

MEMORANDUM

TO: MR. DONALD A. CLEGG, DIRECTOR
DEPARTMENT OF LAND UTILIZATION

FROM: C. MICHAEL STREET, DIRECTOR AND CHIEF ENGINEER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: YOUR MEMORANDUM 93/SPR-5(SC) OF OCTOBER 18, 1993,
RELATING TO AN APPLICATION FOR A SITE PLAN REVIEW FOR
MAKAHA CONGREGATION OF JEHOVAH'S WITNESSES MEETING
FACILITY, OFF MAKAHA VALLEY ROAD, TMK: 8-4-19: 19

We have received the application and have the following comments:

ENGINEERING:

Roadway improvements fronting the project site that support the project shall be constructed to City standards.

Access improvements conforming to the Americans with Disabilities Act Accessibility Guidelines shall be provided at the project site as required.

Adequate parking shall be provided on-site.

The applicant shall construct a standard drop driveway. The driveway shall provide for one vehicular length clear, from the driveway apron to the median strip, perpendicular to the Makaha Valley Road right-of-way within private property.

Should there be any questions, please call Wilfred Kiyotoki at extension 4071.

Mr. Donald A. Clegg
November 1, 1993
Page 2

REFUSE COLLECTION:

We can continue to provide manual collection for the church after the new 250-seat meeting facility is constructed. However, if additional services, such as a day care and/or preschool, are anticipated, we recommend conversion to 3-cubic yard size refuse containers. The construction drawings for the site improvements should then be submitted for our review and approval.

Should there be any questions, please call David Shiraishi at extension 5697.



C. MICHAEL STREET
Director and Chief Engineer

EXHIBIT M

SUMMARY OF THE CONDOMINIUM DEPOSIT, RECEIPT AND SALES CONTRACT ("SALES CONTRACT")

The unexecuted Sales Contract, filed with the Commission, provides for, among other things, a description of the apartment to be conveyed, and general provisions regarding the apartment to be conveyed.

Among other provisions, the specimen Sales Contract provides:

1. Trustees under Declaration of Trust dated October 25, 1993, for the Makaha, Hawaii Congregation of Jehovah's Witnesses ("Buyer") and ROQUE RAMIREZ BORGE, Trustee of the unrecorded Roque Ramirez Borge Revocable Trust dated December 14, 1990, as amended, and JEAN DEMETRIA BORGE, Trustee of the unrecorded Jean Demetria Borge Revocable Trust dated December 14, 1990, as amended, entered into that certain Agreement dated June 13, 2002, whereby Buyer agreed to pay to Roque Ramirez Borge and Jean Demetria Borge, certain monthly payments for the life of said Roque Ramirez Borge and Jean Demetria Borge, in consideration of ROQUE RAMIREZ BORGE, Trustee of the unrecorded Roque Ramirez Borge Revocable Trust dated December 14, 1990, as amended, and JEAN DEMETRIA BORGE, Trustee of the unrecorded Jean Demetria Borge Revocable Trust dated December 14, 1990, as amended, conveying their interest in the Church Apartment to Buyer (the "Payment Agreement"). In consideration of the Payment Agreement, the Seller is conveying the Church Apartment to Buyer.

2. The Buyer acknowledges having an opportunity to review the condominium documents for the Project, and approves and accepts the provisions of the condominium documents. The developer reserves the right to make changes to the condominium documents for the Project as may be required by law, any title insurance company or any institutional mortgagee.

3. Interest on monies held in escrow, if any, shall belong to the Seller.

4. If the Buyer, within ten (10) days from the mailing or delivery to Buyer by the Seller of a copy of the Final Public Report shall fail to acknowledge receipt thereof, or shall fail to give his written approval or acceptance of said Final Public Report, then Seller in either case may, at its option, may terminate the Sales Contract and upon such termination, Seller shall cause Escrow to refund to Buyer all payments previously made by Buyer, without interest, and Seller shall have no further liability under the Sales Contract, or if Buyer fails to sign and return the receipt within thirty (30) days from delivery or act to cancel the purchase, then such public report shall be deemed to have been signed for in accordance with HRS 514A-62.

5. All taxes, assessments and charges of any kind assessable against the land or building or units shall be payable according to the terms of the Declaration and as by law provided and will be prorated as of the Date of Closing. Except as

provided in the Sales Contract, all closing costs in connection with this sale are to be paid by Buyer.

6. Buyer is not entitled to assign the Sales Contract without Seller's written consent.

7. The Sales Contract becomes binding upon the parties after both Seller and Buyer have executed the Sales Contract and after Buyer receives the Final Public Report from Seller.

8. Risk of loss is borne by the Seller until the date of closing.

9. The Sales Contract discloses that the Project is a condominium conversion project. As a result, the Developer makes no warranties, express or implied, with respect to the unit, common elements, or other products, or anything installed in or upon the premises or used in connection with the project in any manner, including but not limited to, warranties of merchantability, workmanlike construction or fitness for a particular purpose or use.

IT IS INCUMBENT ON THE PURCHASER THAT HE READ THE FULL TEXT OF THE SALES CONTRACT.

END OF EXHIBIT M