



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

Required and attached to this report as Exhibit "G"       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. Certain land areas beneath and immediately appurtenant to each unit are designated as LIMITED COMMON ELEMENTS and are not legally subdivided lots. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

1. This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable County codes, ordinances and subdivision requirements have been complied with.
2. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for, and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

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

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## **General Information On Condominiums**

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

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

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

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

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

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

## **Operation of the Condominium Project**

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

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without 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.



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

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

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

The Declaration for this condominium is:

Proposed  
 Recorded - Bureau of Conveyances: Document No. 2002-109777  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

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

Amended & Restated Declaration of Condominium Property Regime dated February 24, 2003, recorded as Document No. 2003-033779.

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. 3458  
 Filed - Land Court Condo Map No. \_\_\_\_\_

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

Amended & Restated Declaration of Condominium Property Regime dated February 24, 2003, recorded as Document No. 2003-033779.

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

The Bylaws for this condominium are:

Proposed  
 Recorded - Bureau of Conveyances: Document No. 2002-109778  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

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

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: 1701A & 1701B Alewa Hgts Dr. Tax Map Key (TMK): (1) 1-8-029-025  
Honolulu, HI 96817

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

Land Area: 14,782  square feet  acre(s) Zoning: R-5

Fee Owner: 1701A - Wendell K. Fong  
1701B - Randie K. Fong and Jamie M. Fong  
 Name  
1701A and 1701B Alewa Hgts. Drive  
 Address  
Honolulu, HI 96817

Lessor: N/A  
 Name  
 Address

**C. Buildings and Other Improvements:**

1.  New Building(s)  
 Conversion of Existing Building(s)  
 Both New Building(s) and Conversion
2. Number of Buildings: 1 Floors Per Building: 2  
 Exhibit A contains further explanations.
3. Principal Construction Material:  
 Concrete  Hollow Tile  Wood  
 Other \_\_\_\_\_
4. Uses Permitted by Zoning:

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

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

5. Special Use Restrictions:

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

[ X ] Pets: Household pets as permitted by applicable zoning ordinances.

[ ] Number of Occupants: \_\_\_\_\_

[ X ] Other: See Section 5(c) of the Bylaws

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 1701A: 1      Stairways: 1701A/B:1      Trash Chutes: \_\_\_\_\_

	<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
Unit	<u>1701A</u>	<u>1</u>	<u>5/2</u>	<u>3,200</u>	<u>20</u>	<u>Elevator</u>
	_____	_____	_____	_____	<u>125</u>	<u>Upper lanai</u>
	_____	_____	_____	_____	<u>682</u>	<u>Lower lanai</u>
	_____	_____	_____	_____	<u>401</u>	<u>Carport</u>
Unit	<u>1701B</u>	<u>1</u>	<u>2/2</u>	<u>2,126</u>	<u>125</u>	<u>Lanai</u>
	_____	_____	_____	_____	<u>518</u>	<u>Carport</u>
Total Number of Apartments:				<u>2</u>		

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

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

Boundaries of Each Apartment: See Exhibit A attached hereto.

Permitted Alterations to Apartments: See Section 16 of the Declaration. Individual unit owners may, at their sole expense, remodel, expand or otherwise alter their units in accordance with applicable laws and the provisions of the Declaration.

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: 4

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

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

- Commercial parking garage permitted in condominium project.  
 Exhibit \_\_\_\_\_ 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: Driveway and portion of yard area. (See Condominium Map.)

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

See Exhibit M.

- 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):

The Developer does not make any representation regarding the useful life of any structural, mechanical, electrical or other components of the Project. See the Disclosure Abstract for more information. See Exhibits G and N attached hereto.

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>          </u>	<u>    X*    </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.

\*See Section 24 of the Declaration and the Disclosure Abstract.

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   B  .

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 C.

as follows:

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit B.

as follows:

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

Exhibit F describes the encumbrances against the title contained in the title report dated February 14, 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.

[ X] 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 <b>Prior to Conveyance</b></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:**

Original Construction of the Units was completed in 1954. The addition to Unit 1701B, as described in the plans attached as Exhibit H is estimated to be completed in October of 2003.

H. **Project Phases:**

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

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



**V. MISCELLANEOUS**

**A. Sales Documents Filed With the Real Estate Commission:**

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

- Notice to Owner Occupants – Not applicable under 514A-108(b) since Developer is conveying all units to spouse or family members related by blood, descent or adoption.
- Specimen Sales Contract  
Exhibit   D   contains a summary of the pertinent provisions of the sales contract.  
Hawaii Association of Realtors Standard DROA form will be used at time of sale.
- Escrow Agreement dated   March 1, 2003    
Exhibit   E   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. 5041 filed with the Real Estate Commission on March 4, 2003.

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

YELLOW paper stock

WHITE paper stock

PINK paper stock

C. **Additional Information Not Covered Above**

Disclosure regarding 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.

Wendall K. Fong  
Wendall K. Fong

2/24/03  
Date

Randie K. Fong  
Randie K. Fong

2-24-03  
Date

Jamie M. Fong  
Jamie M. Fong

2/24/03  
Date

Distribution:

Department of Finance, CITY & COUNTY OF HONOLULU

Planning Department, CITY & 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

### INDIVIDUAL UNIT DESCRIPTIONS

The Declaration of Condominium Property Regime and Condominium Map submitted by the Developer indicate that the 1701A and 1701B Alewa Heights Drive Condominium Project consists of a total of two (2) condominium units, described as "Unit 1701A" and "Unit 1701B". The units are attached as shown on the Condominium Map and are described generally as follows:

"Unit 1701A" -- located at 1701A Alewa Heights Drive, Honolulu, Hawaii -- consists of the following: (1) a two-story wood-frame structure, with the first floor having two (2) bedrooms, a den, a bathroom and a family room, and the second floor having three (3) bedrooms, a bathroom, a kitchen, a living room, a dining room -- all containing a net interior living area of approximately 3,200 square feet; (2) a lanai on the second floor containing approximately 125 square feet; (3) a lanai on the first floor containing approximately 682 square feet; (4) an elevator area on the second floor containing approximately 20 square feet; (5) a garage on the first floor containing approximately 401 square feet; (6) all other miscellaneous structures or improvements attached to the forgoing; and (7) any and all other future improvements which may be constructed on the land area appurtenant to said unit by the owner thereof.

"Unit 1701B" -- located at 1701B Alewa Heights Drive, Honolulu, Hawaii -- consists of the following: (1) a two-story wood-frame structure, with the second floor having two (2) bedrooms, a den, two (2) bathrooms, a kitchen, a living room, a family room and a study -- all containing a net interior living area of approximately 2,126 square feet; (2) a lanai on the second floor containing approximately 125 square feet; (3) a garage on the first floor containing approximately 518 square feet; (4) all other miscellaneous structures or improvements attached to the forgoing; and (5) any and all other future improvements which may be constructed on the land area appurtenant to said unit by the owner thereof. As described in Section 4(a) below, a portion of the second floor of Unit 1701B is located above a portion of the first floor garage for Unit 1701A and a portion of the interior living area for Unit 1701A, as shown on the Condominium Map.

## EXHIBIT B

### COMMON ELEMENTS

One freehold estate is designated of all the remaining portions of the Project, herein referred to as "common elements", including specifically, but not limited to:

- (a) The land in fee simple;
- (b) All ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, water, gas, sewage, irrigation, telephone and television cable;
- (c) Any and all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the Project.

The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof, except as provided in the Condominium Property Act. Any such partition or division shall be subject to the prior consent thereto by a holder(s) of all mortgages(s) of any condominium units(s) which are filed of record.

### COMMON INTEREST

Each unit and its owner(s) shall have appurtenant thereto an undivided one-half (1/2) fractional interest in the common elements of the Project, for all purposes including voting, said interest being referred to as the "common interest".

## EXHIBIT C

### LIMITED COMMON ELEMENTS

Certain parts of the common elements, herein referred to as the "**limited common elements**," are hereby designated and set aside for the exclusive use of one or more units, and such unit(s) shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

A. The land area on which Unit 1701A is located (approximately 2,042 square feet) and the land area designated as "Unit A Yard Limited Common Element" (approximately 4,879 square feet) as shown and designated on the Condominium Map, is deemed a limited common element appurtenant to and for the exclusive use of Unit 1701A; provided, however, that:

(i) The owner of unit 1701B shall have the exclusive right to use that portion of unit 1701B that is located above the first floor of Unit 1701A;

(ii) The owner of unit 1701B shall have a perpetual easement in the structural members of the building comprising unit 1701A for the maintenance and support of that portion of unit 1701B that is located above unit 1701A;

(iii) The owner of unit 1701A shall be obligated to maintain the structural members of the building comprising unit 1701A in sound condition so as to provide proper support of that portion of unit 1701B that is located above unit 1701A;

(iv) The owner of Unit 1701B shall not engage in any structural modifications or expansions of that portion of unit 1701B that is located above unit 1701A, without obtaining the prior written consent of the owner of unit 1701A;

(v) In the event of any casualty damage to the portion of unit 1701B that is located over unit 1701A, the owner of unit 1701B shall have the right to rebuild his unit in the same place as it was originally located, together with such modifications thereto as may be required by applicable laws then in effect;

(vi) In the event of any casualty damage to the portion of unit 1701A that provides structural support to unit 1701B, the owner of unit 1701A shall be obligated to rebuild and restore such portion of unit 1701A as is necessary to provide support for unit 1701B; and

(vii) Neither the owner of unit 1701A nor the owner of unit 1701B shall engage in any excavation, demolition, construction or other activity that will impair or negatively affect the structural soundness of the other unit hereunder.

B. The land area designated as "Unit B Yard Limited Common Element" (approximately 4,871 square feet) as shown and designated on the Condominium Map, is deemed a limited common element appurtenant to and for the exclusive use of Unit 1701B.

All costs of every kind pertaining to the aforesaid limited common elements, including, but not limited to, costs of landscaping, maintenance, repair, replacement and/or improvement, shall be borne solely by the owner(s) of the unit(s) to which said limited common elements are appurtenant.

NOTE: The land area appurtenant to each unit does not represent a legally subdivided lot.

## EXHIBIT D

### SUMMARY OF PERTINENT PROVISIONS OF THE SALES CONTRACT

The sales contract contains the purchase price, description and location of the condominium unit and other terms and conditions under which a Buyer will agree to buy a condominium unit in the Project. Among other things, the sales contract (DROA):

1. Provides a section for financing to be completed and agreed to by the parties which will set forth how Buyer will pay the purchase price.
2. Identifies the escrow agent and states that Buyer's deposit will be held in escrow until the sales contract is closed or cancelled.
3. Requires that Buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
4. Provides the following remedies, in the event of default under the sales contract by Buyer:
  - a. Seller may bring an action against Buyer for breach of contract;
  - b. Seller may retain Buyer's initial deposit;
  - c. Buyer shall be responsible for expenses incurred.
5. Provides the following remedies, in the event of default under the sales contract by Seller:
  - a. Buyer may bring an action against Seller to breach of contract;
  - b. Buyer may bring an action compelling Seller to perform under contract;
  - c. Seller shall be responsible for expenses incurred.
6. Any awards to the prevailing party in any action are subordinate to escrow's expenses.
7. Allocation of payment of closing costs.
8. The sales contract contains various other provisions which Buyer should become acquainted with.

Upon examination, the Developer represents that the proposed Sales Contract (DROA) is found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended. It is incumbent upon the purchaser and prospective purchaser that he reads the Sales Contract (DROA) with care.

## EXHIBIT E

### SUMMARY OF ESCROW ARRANGEMENTS

An escrow Agreement dated March 1, 2003, has been submitted by the Developer, identifying Title Guaranty Escrow Services, Inc., as Escrow for the Project. This Agreement shall take effect when the Developer commences sales. The Escrow Agreement establishes how proceeds from the sale of condominium units and all sums received from any source are placed in escrow, as well as the methods of disbursement of said funds.

The Escrow Agreement provides that a Purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds to Purchaser, without interest and less cancellation fee and costs, if Purchaser shall in writing request refund of his funds and (1) Escrow receives a written request from Developer to return to Purchaser the funds of such Purchaser; or (2) Developer notifies Escrow of Developer's intent to cancel or rescind the sales contract; or (3) Purchaser has exercised his right to cancel or rescind the sales contract pursuant to Section 514A-62 or 514A-63 of the Hawaii Revised Statutes; or (4) if any one of the following events shall have occurred: (a) no sales contract is a Purchaser who was placed on the Developer's reservation list of owner-occupant applicants; or (b) the Purchaser has been unable to obtain adequate financing, or a commitment for adequate financing, for his unit within fifty (50) calendar days following the earliest date when both the Developer and the purchaser have signed a sales contract; or (c) the Purchaser desires to cancel the contract on account of hardship circumstances such as those set forth in Section 514A-107(b), Hawaii Revised Statutes, or (d) the Purchaser indicates an intent not to become an owner-occupant of such unit.

Except for a cancellation described in (4)(a) above, Escrow will be entitled to deduct a cancellation fee from Purchaser's funds. Said cancellation fee shall be in the minimum of \$25.00, but in no event shall exceed the agreed-upon escrow fee provided for in said Escrow Agreement, the exact amount to be commensurate with the amount of work completed at the time of cancellation.

The Escrow Agreement also provides that in the event that Purchaser defaults under the terms of the sales contract, all proceeds collected from Purchaser may be treated as liquidated damages and retained by Developer.

Upon examination, the Developer represents that the Escrow Agreement is found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended. It is incumbent upon the Purchaser and prospective Purchaser that he reads with care the Escrow Agreement.

EXHIBIT F

ENCUMBRANCES AGAINST TITLE

1. For Real Property Taxes that may be due and owing, your attention is directed to the Director of Finance, City and County of Honolulu, for such information.

Apartment Numbers 1701A and 1701B are covered by Tax Key (1) 1-8-029-025.

2. 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 "ALEWA HEIGHTS DRIVE" CONDOMINIUM PROJECT

DATED : June 21, 2002

RECORDED : Document No. 2002-109777

MAP : 3458 and any amendments thereto.

Amended and Restated by instrument dated February 24, 2003, recorded as Document No. 2003-033779.

3. 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 : June 21, 2002

RECORDED : Document No. 2002-109778

## EXHIBIT G

### DISCLOSURE ABSTRACT

#### PROJECT NAME AND ADDRESS

1701A and 1701B Alewa Heights Drive Condominium Project  
1701A and 1701B Alewa Heights Drive  
Honolulu, Hawaii 96817

#### DEVELOPERS

Wendall K. Fong  
1701A Alewa Heights Drive  
Honolulu, Hawaii 96817  
Telephone – (808) 844-3115

Randie K. Fong  
Jamie M. Fong  
1701B Alewa Heights Drive  
Honolulu, Hawaii 96817  
Telephone – (808) 842-8975

#### MANAGER

None - Project is to be self managed.

#### ESTIMATED MAINTENANCE FEES

The regular maintenance and repair of each condominium unit, including all utility charges, and the maintenance of the limited common element land areas appurtenant to each unit, is the sole responsibility of each respective unit owner.

Initially, the only common services and/or expenses which will require regular assessments are the premiums to pay for insurance on the property. It is anticipated that the initial annual premium for insurance will be approximately \$1,300.00 per year and will be billed to each unit owner annually. The insurance premiums may rise over time.

#### WARRANTIES

Purchasers should be aware that these units are being sold as existing structures and will undoubtedly have undergone a certain amount of "wear and tear" commensurate with their age. Accordingly, purchasers should not expect the home they desire to buy to be in "like-new" condition. NO WARRANTIES OF FITNESS OF USE OR MERCHANTABILITY OR ANY OTHER KIND ARE MADE AS TO THE INDIVIDUAL CONDOMINIUM UNITS OR THE

COMMON ELEMENTS OF THE PROJECT. PURCHASERS ARE ADVISED TO CONDUCT THEIR OWN INSPECTION OF THE UNIT THEY DESIRE TO BUY. THE UNITS ARE SOLD "AS IS".

#### USE OF CONDOMINIUM UNITS

Both units comprising the Project may be occupied and used for residential and/or such other purpose as permitted by applicable zoning ordinances. There is no commercial, hotel or other non-residential use or development allowed in the Project.

#### STRUCTURAL COMPONENTS; MECHANICAL AND ELECTRICAL INSTALLATIONS

Based on a report prepared by an independent registered architect, it is the Developer's opinion that all structural components and mechanical and electrical installations material to the use and enjoyment of the individual condominium units appear to be sound and in satisfactory working condition. However, NO REPRESENTATIONS OF ANY KIND ARE MADE AS TO THE EXPECTED USEFUL LIFE OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF THE CONDOMINIUM UNITS.

#### CODE VIOLATIONS

To the best of the knowledge, information and belief of the Developers: (a) the project is in compliance with all applicable county zoning and building ordinances and codes and all other county ordinances, codes and requirements applicable to the project; and (b) there are no outstanding notices of uncured violations of any such codes, ordinances and requirements applicable to the project.

According to a letter dated March 21, 2002, from the Department of Planning and Permitting of the City and County of Honolulu, Hawaii, the buildings comprising the Project met all applicable zoning and building code requirements applicable to the Project when it was constructed in 1954. No variance or special permit has been granted to achieve such compliance. All appropriate building permits have been obtained for the construction of additions and modifications to the Units, including, without limitation, the addition to Unit 1701B described in Exhibit H to the Public Report for this Project.

According to letters the Developers have obtained from a licensed Hawaii architect, the buildings at the Project may have certain legal non-conforming uses or structures as a result of the adoption or amendment of codes and ordinances after the buildings constructed on the Project were completed. Such legal non-conforming uses include matters such as: the stairs, handrails and landing may not meet current code requirements; attic ventilation may not meet current code requirements; wall and roof insulation may not meet current code requirements; the structure may not meet current code requirements regarding lateral strength design; the structure does not have all continuous load-path connections as required by current code requirements; not all fixtures are provided with low-flush devices; not all electrical outlets are provided with ground fault interrupt devices; and not all smoke detectors are installed in the manner required by

current code requirements. These conditions may require removal or correction if the structures are renovated in the future.

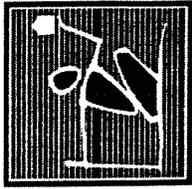
The Developers cannot determine whether the Project contains any other legal nonconforming uses or structures as a result of the adoption or amendment of codes and ordinances after the buildings constructed on the Project were completed. Each unit owner, by acceptance of a deed to his unit, shall be deemed to have accepted all nonconforming conditions and agreed that Developers shall not be responsible for correcting any such nonconforming conditions.

The approximate costs of completing the addition to Unit 1701B are set forth in Exhibit I. A copy of the loan commitment for such construction project is attached as Exhibit J. A copy of the Construction Contract is attached as Exhibit K. A copy of the Construction Performance Bond is attached as Exhibit L.

Dated: February 20, 2003

EXHIBIT H  
CONSTRUCTION PLANS

# PROPOSED ADDITION FOR THE FONG RESIDENCE 'ALEWA HEIGHTS, O'AHU



**Robert  
Alexander  
Lazo**

Architect-Interior-Planning  
1701 ALEWA DRIVE, SUITE 200, ALEWA HEIGHTS, OAHU, HI 96701  
PHONE: (808) 251-1111 FAX: (808) 251-1112

PROPOSED ADDITION FOR THE:  
**FONG  
RESIDENCE**  
1701 ALEWA DRIVE  
ALEWA HEIGHTS, OAHU, HAWAII  
T.M.A.K.: 1-8-8728



**PROJECT DATA**

OWNER: MR. & MRS. FONG FONG  
PROJECT ADDRESS: 1701 ALEWA DRIVE, SUITE 200, ALEWA HEIGHTS, OAHU, HAWAII 96701  
TRAFFIC MAP KEY: LOT AREA: 14,382 SQ. FT.  
LOT DIMENSIONS: 14-00' X 10-11'  
SUBDIVISION: R-2  
OWNER: FONG-FAMILY DETACHED DWELLING  
CONSTRUCTION TYPE: TYPE: V-N  
BUILDING AREAS:  
EXIST. HOUSE: 2,410 SF  
NEW ADDITION: 1,941 SF  
TOTAL LOT COVERAGE: 4,351 SF  
(MAX. ALLOWANCE = 2,781 SF.)

FLOOR AREAS:  
EXIST. HOUSE: 1,646 SF  
EXIST. HOUSE - 2ND FLOOR: 1,905 SF  
NEW ADDITION: 2,728 SF  
TOTAL FLOOR AREA: 5,279 SF

PARKING: 5 OFF-STREET STALLS PROVIDED

**GENERAL NOTES**

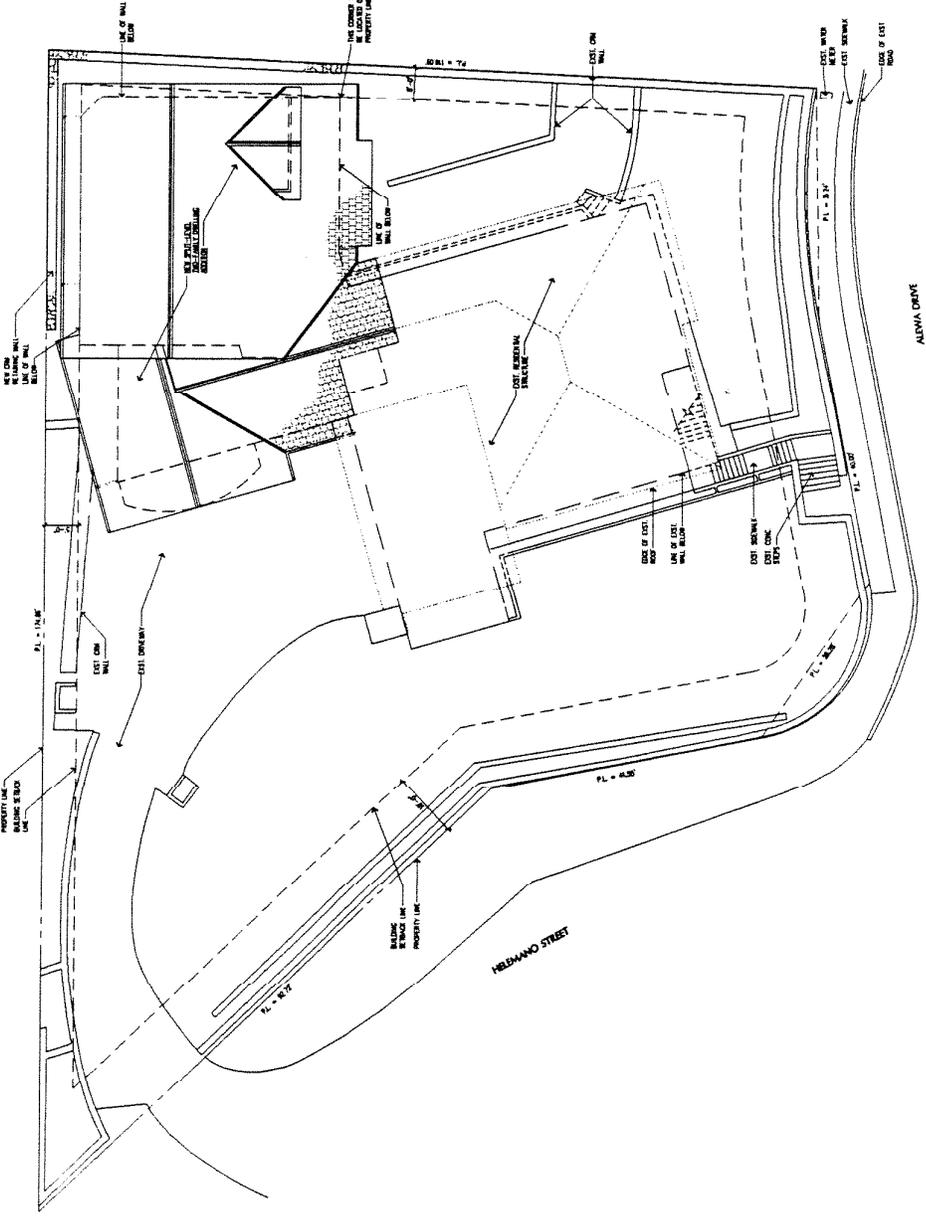
- VERIFY ON SITE ALL DIMENSIONS, EXISTING CONDITIONS, AND THE ACTUALITY WORK OF OTHERS PRIOR TO STARTING WORK. CONTRACTOR SHALL BE AWARE OF ALL EXISTING CONDITIONS INVOLVED IN THE CONSTRUCTION WORK.
- NOTIFY THE ARCHITECT IMMEDIATELY, IN WRITING, OF ANY DISCREPANCY OR MAJOR VARIATIONS BETWEEN THESE DRAWINGS AND THE ACTUALITY WORK OF OTHERS PRIOR TO STARTING WORK, BUT NOT LIMITED TO DIMENSIONS, ELEVATIONS AND CLEARANCES.
- CONFORM WITH ALL THE LATEST CITY, STATE AND FEDERAL LAWS, BUILDING CODES, THESE ADDITIONS, ORDINANCES AND REGULATIONS IN THE CONSTRUCTION OF THIS PROJECT.
- ALL DIMENSIONS INDICATED ARE MEASURED TO THE FACE OF FINISH OR CENTERLINE OF STUD UNLESS INDICATED OTHERWISE.
- ALL IDEAS & MATERIALS NOTED WITHIN THESE DRAWINGS ARE NEW UNLESS INDICATED OTHERWISE.
- REPAIR ALL DAMAGES CAUSED BY THE ORIGINAL AND/OR CONSTRUCTION OF THIS PROJECT.

**SHEET INDEX**

SHEET NO.	TITLE
A01	PROJECT DATA, NOTES, SITE & ROOF PLAN
A02	FOUNDATION PLAN
A11	ADDITION LOWER FLOOR PLAN & FOUNDATION PLAN
A12	ADDITION UPPER FLOOR PLAN & DOOR/WINDOW SCHEDULES
A13	ADDITION ROOF PLAN
A21	ADDITION EXTERIOR ELEVATIONS & BUILDING ENVELOPE FINISHING
A22	FLOOR & ROOF FRAMING PLANS, BUILDING & WALL SECTIONS
A23	FOUNDATION & FRAMING DETAILS
A24	STAIR SECTIONS
A31	INTERIOR ELEVATIONS
A32	INTERIOR ELEVATIONS

**LEGEND**

○	DOOR NUMBER	②	COLOR CODE
◇	WINDOW NUMBER	③	DEPTH ELEVATION
○	DOOR, WINDOW, CASE, AND CASING (SEE PLAN INDICATED USING PER SHEET)	④	SECTIONS
○	SECTIONAL REFERENCE	⑤	DRAINAGE FLOW
○	REFERENCE NUMBER	⑥	GRADE ELEVATION
○	SURFACE REFERENCE	⑦	GRADE ELEVATION



**SITE PLAN**  
1/8" = 1'-0"

PROJECT DATA, NOTES, SITE & ROOF PLAN  
Drawing No. 1701-01-01  
Checked By: R. L. Fong  
Date: 10/1/87  
**A0.1**  
Sheet No.



**Robert  
Alexander  
Lazo**

Architectural - Interiors - Planning

1701 ALHAMBRA DRIVE  
ALHAMBRA, CALIFORNIA 91801  
TEL: 626-441-1111

PROPOSED ADDITION FOR THE

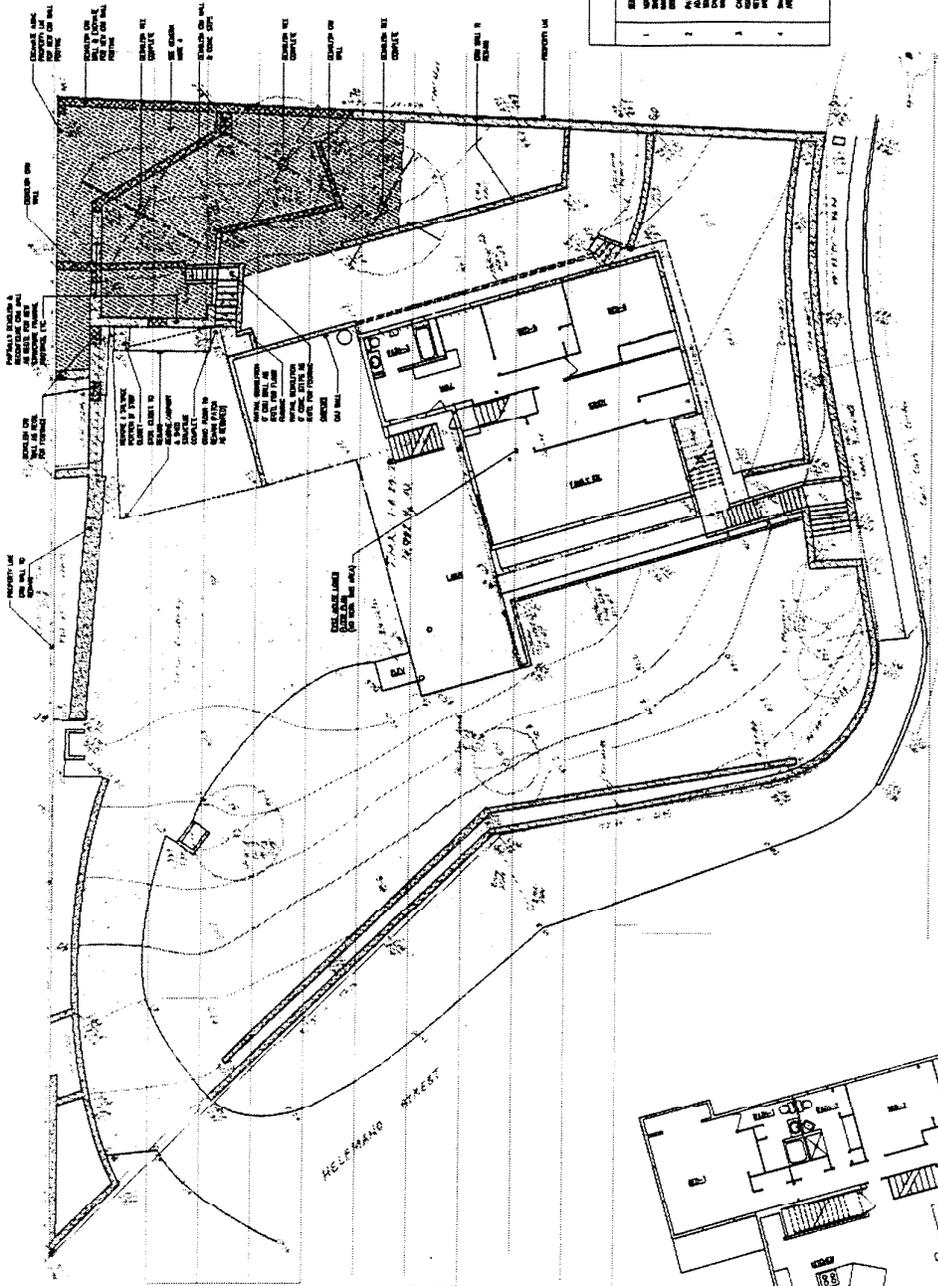
**FONG  
RESIDENCE**

1701 ALHAMBRA DRIVE  
ALHAMBRA, CALIFORNIA 91801  
TEL: 626-441-1111

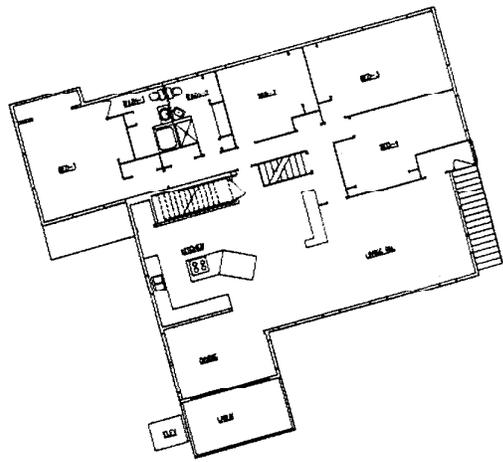


**DEMOLITION NOTES**

1. REMOVE EXISTING WALLS AND PARTIAL ROOF AS SHOWN ON THIS PLAN.
2. REMOVE EXISTING ROOF AND PARTIAL ROOF AS SHOWN ON THIS PLAN.
3. REMOVE EXISTING ROOF AND PARTIAL ROOF AS SHOWN ON THIS PLAN.
4. REMOVE EXISTING ROOF AND PARTIAL ROOF AS SHOWN ON THIS PLAN.



ALHAMBRA DRIVE  
SITE DEMOLITION & EXT. LOWER FLOOR PLAN  
1/18/17

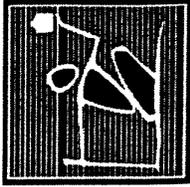


EXIST. UPPER FLOOR PLAN  
1/18/17

DEMOLITION PLANS  
DATE: 01/18/17  
DRAWN BY: RAL  
CHECKED BY: RAL

**A0.2**

2 of 14



**Robert  
Alexander  
Lazo**

Architects/Engineers/Planners  
1781 ALAHEA DRIVE  
ALEXANDRIA, VIRGINIA 22304  
TEL: 703-571-1111  
FAX: 703-571-1112

PROJECT:  
**PROPOSED ADDITION FOR THE  
FONG  
RESIDENCE**  
1781 ALAHEA DRIVE  
ALEXANDRIA, VIRGINIA 22304  
DATE: 11-18-88



**CONSTRUCTION NOTES**

GENERAL:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1988 INTERNATIONAL RESIDENTIAL CODE AND THE 1988 INTERNATIONAL FOUNDATION CODE.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1988 INTERNATIONAL FOUNDATION CODE.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 1988 INTERNATIONAL FOUNDATION CODE.

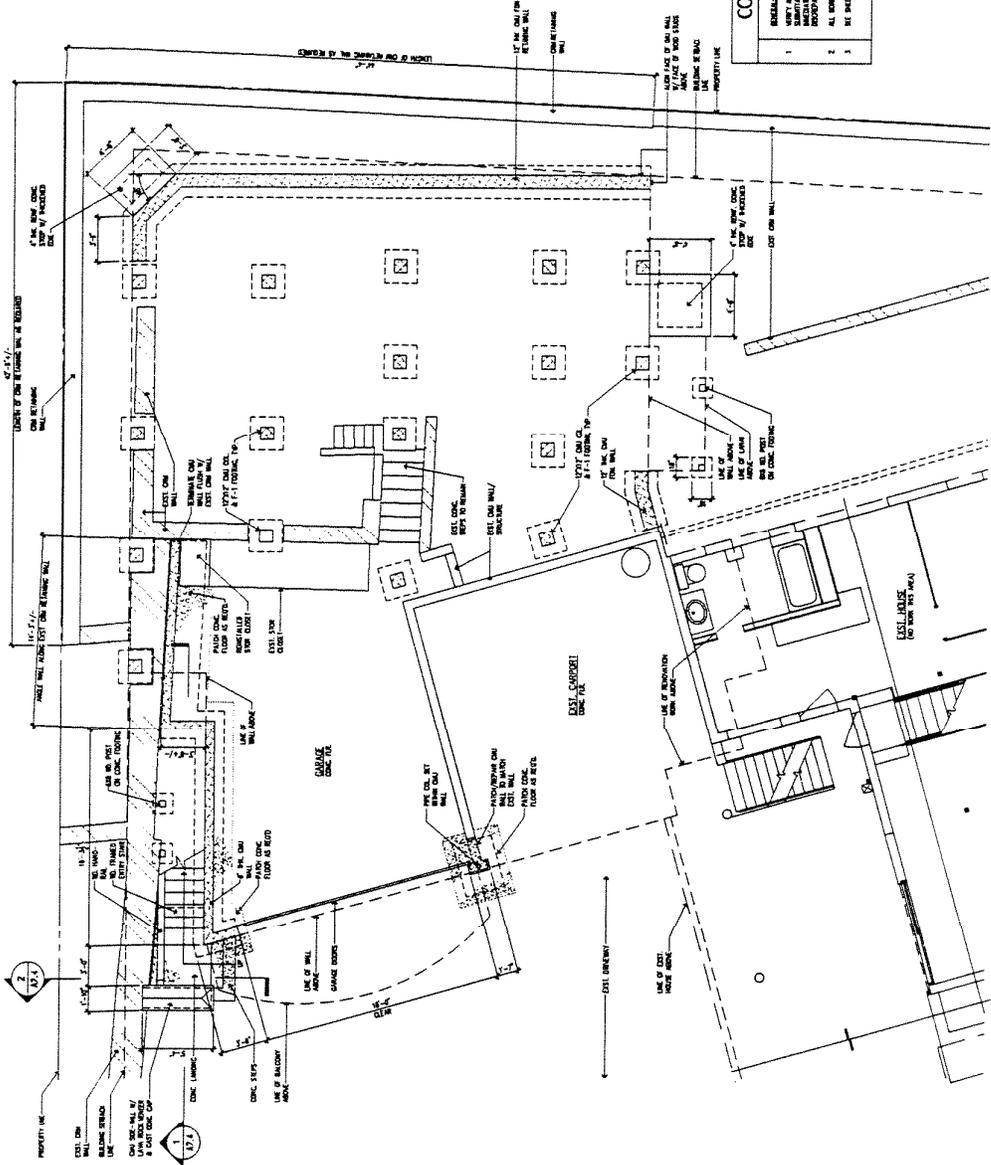


ADDITION LOWER FLOOR PLAN &  
FOUNDATION PLAN

Date: 11/18/88  
Job Number: 01111  
Drawn by: R.A.L.  
Checked by: P.M.

**A1.1**

Sheet No. 3 of 14



ADDITION LOWER FLOOR PLAN & FOUNDATION PLAN  
1/8" = 1'-0"



**Robert Alexander Lazo**  
 ARCHITECTURE INTERIORS PLANNING

1701 ALAHEA DRIVE  
 ALAHEA HEIGHTS, OAHU, HAWAII  
 T.A.K.K. 1-8-92-236

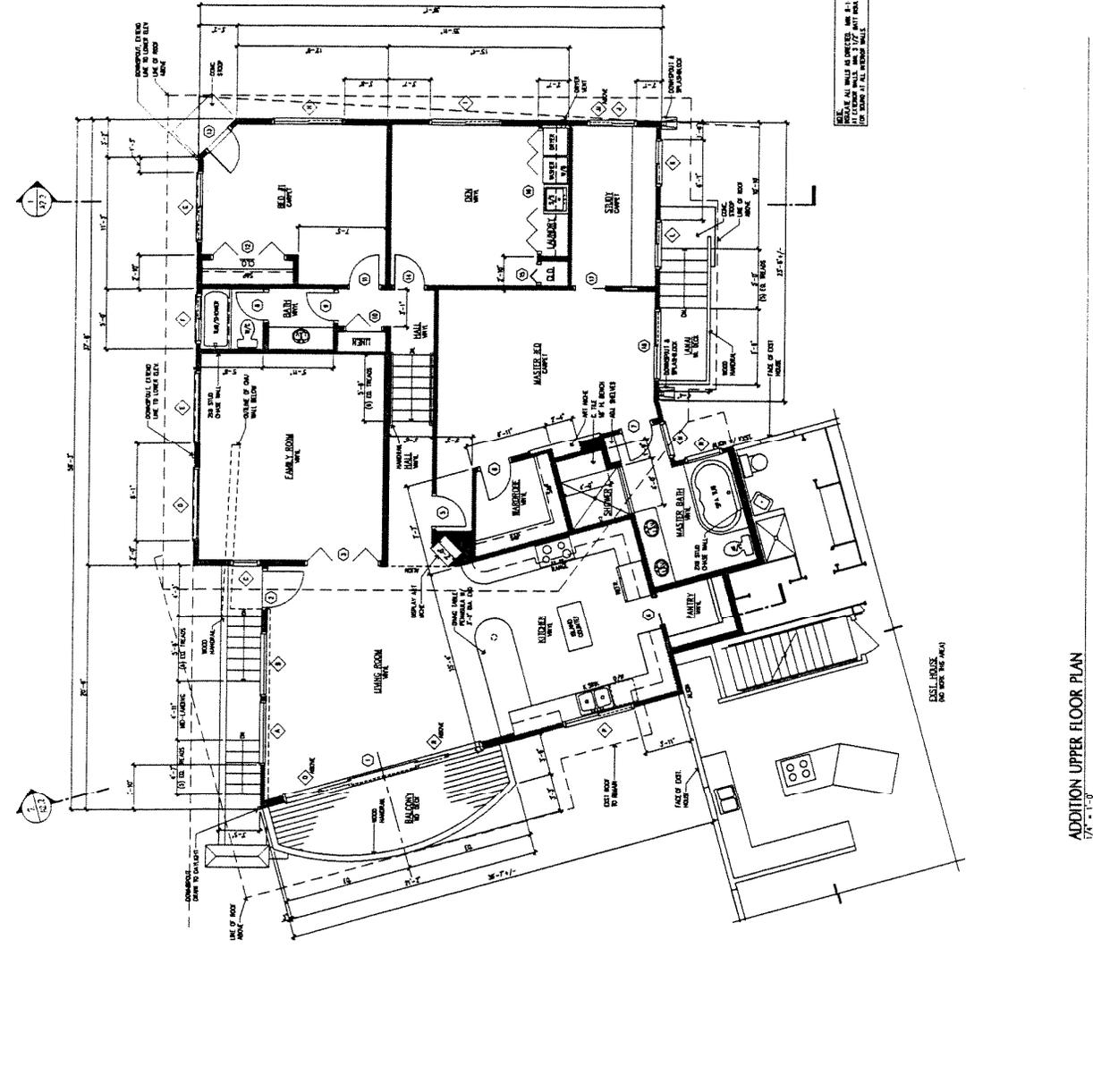
PROJECT: PROPOSED ADDITION FOR THE  
**FONG RESIDENCE**  
 1701 ALAHEA DRIVE  
 ALAHEA HEIGHTS, OAHU, HAWAII  
 T.A.K.K. 1-8-92-236



ADDITION UPPER FLOOR PLAN  
 DOOR/WINDOW SCHEDULES

Date: OCTOBER 1, 2006  
 Job Number: 01119  
 Drawing No.: 01119-01  
 Checked by: P.A.

**A1.2**



**DOOR SCHEDULE**

NO.	SIZE	TYPE	REMARKS
1	3'-0" x 7'-0"	WOOD	SEE LIST
2	3'-0" x 7'-0"	WOOD	SEE LIST
3	3'-0" x 7'-0"	WOOD	SEE LIST
4	3'-0" x 7'-0"	WOOD	SEE LIST
5	3'-0" x 7'-0"	WOOD	SEE LIST
6	3'-0" x 7'-0"	WOOD	SEE LIST
7	3'-0" x 7'-0"	WOOD	SEE LIST
8	3'-0" x 7'-0"	WOOD	SEE LIST
9	3'-0" x 7'-0"	WOOD	SEE LIST
10	3'-0" x 7'-0"	WOOD	SEE LIST
11	3'-0" x 7'-0"	WOOD	SEE LIST
12	3'-0" x 7'-0"	WOOD	SEE LIST
13	3'-0" x 7'-0"	WOOD	SEE LIST
14	3'-0" x 7'-0"	WOOD	SEE LIST
15	3'-0" x 7'-0"	WOOD	SEE LIST
16	3'-0" x 7'-0"	WOOD	SEE LIST
17	3'-0" x 7'-0"	WOOD	SEE LIST
18	3'-0" x 7'-0"	WOOD	SEE LIST
19	3'-0" x 7'-0"	WOOD	SEE LIST
20	3'-0" x 7'-0"	WOOD	SEE LIST
21	3'-0" x 7'-0"	WOOD	SEE LIST
22	3'-0" x 7'-0"	WOOD	SEE LIST
23	3'-0" x 7'-0"	WOOD	SEE LIST
24	3'-0" x 7'-0"	WOOD	SEE LIST
25	3'-0" x 7'-0"	WOOD	SEE LIST

**NOTES:**

- SEE SCHEDULE FOR DOOR TYPES AND WINDOW TYPES.
- ALL GLASS IS TO BE 1/2" THICK UNLESS NOTED OTHERWISE.
- ALL GLASS IS TO BE FINISHED WITH 5/8" MINIMUM GLASS.
- ALL GLASS IS TO BE FINISHED WITH 5/8" MINIMUM GLASS.
- ALL GLASS IS TO BE FINISHED WITH 5/8" MINIMUM GLASS.

**WINDOW SCHEDULE**

NO.	SIZE	TYPE	REMARKS
1	3'-0" x 7'-0"	WOOD	SEE LIST
2	3'-0" x 7'-0"	WOOD	SEE LIST
3	3'-0" x 7'-0"	WOOD	SEE LIST
4	3'-0" x 7'-0"	WOOD	SEE LIST
5	3'-0" x 7'-0"	WOOD	SEE LIST
6	3'-0" x 7'-0"	WOOD	SEE LIST
7	3'-0" x 7'-0"	WOOD	SEE LIST
8	3'-0" x 7'-0"	WOOD	SEE LIST
9	3'-0" x 7'-0"	WOOD	SEE LIST
10	3'-0" x 7'-0"	WOOD	SEE LIST
11	3'-0" x 7'-0"	WOOD	SEE LIST
12	3'-0" x 7'-0"	WOOD	SEE LIST
13	3'-0" x 7'-0"	WOOD	SEE LIST
14	3'-0" x 7'-0"	WOOD	SEE LIST
15	3'-0" x 7'-0"	WOOD	SEE LIST
16	3'-0" x 7'-0"	WOOD	SEE LIST
17	3'-0" x 7'-0"	WOOD	SEE LIST
18	3'-0" x 7'-0"	WOOD	SEE LIST
19	3'-0" x 7'-0"	WOOD	SEE LIST
20	3'-0" x 7'-0"	WOOD	SEE LIST
21	3'-0" x 7'-0"	WOOD	SEE LIST
22	3'-0" x 7'-0"	WOOD	SEE LIST
23	3'-0" x 7'-0"	WOOD	SEE LIST
24	3'-0" x 7'-0"	WOOD	SEE LIST
25	3'-0" x 7'-0"	WOOD	SEE LIST

**NOTES:**

- SEE SCHEDULE FOR DOOR TYPES AND WINDOW TYPES.
- ALL GLASS IS TO BE 1/2" THICK UNLESS NOTED OTHERWISE.
- ALL GLASS IS TO BE FINISHED WITH 5/8" MINIMUM GLASS.
- ALL GLASS IS TO BE FINISHED WITH 5/8" MINIMUM GLASS.
- ALL GLASS IS TO BE FINISHED WITH 5/8" MINIMUM GLASS.

ADDITION UPPER FLOOR PLAN  
 17-1-10





**Robert Alexander Lazo**  
 Architects - Interiors - Specialty

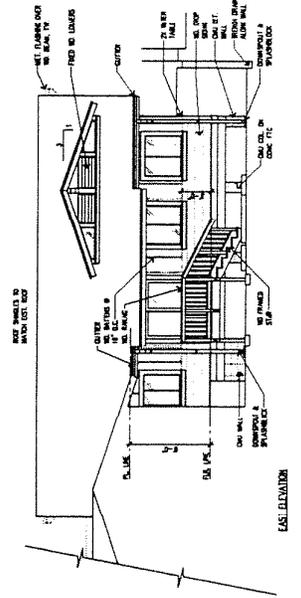
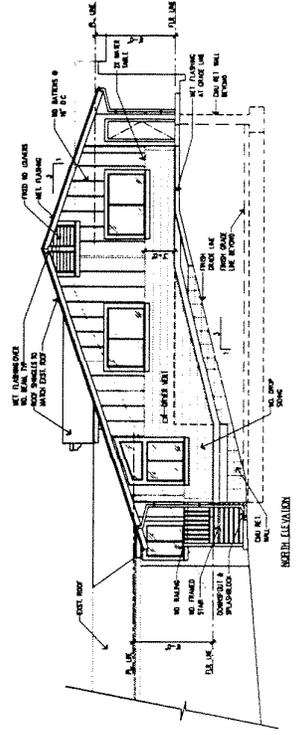
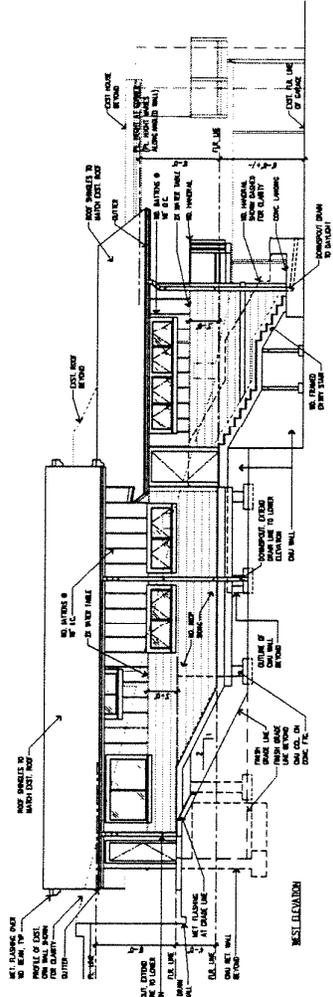
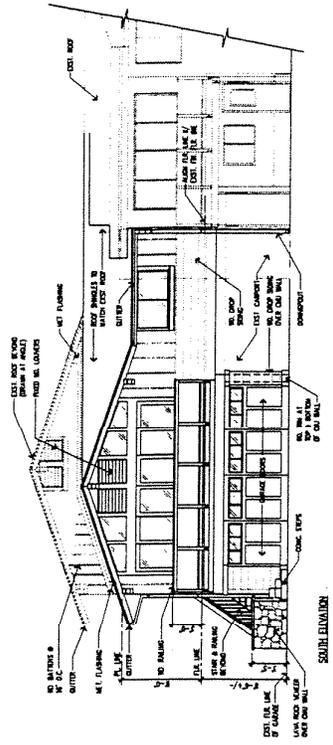
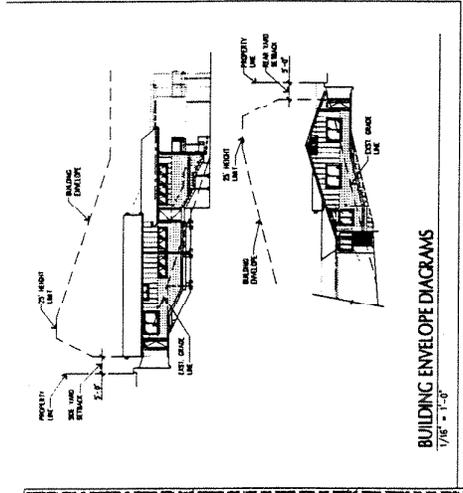
1701 ALAWEA DRIVE  
 HONOLULU, HAWAII 96815  
 TEL: 808-943-1111 FAX: 808-943-1112  
 WWW: www.ralazoa.com

PROJECT: PROPOSED ADDITION FOR THE  
**FONG RESIDENCE**  
 1701 ALAWEA DRIVE  
 HONOLULU, HAWAII, HAWAII  
 TACKLE: 1-8-2008



ADDITION - EXTERIOR ELEVATIONS &  
 BUILDING ENVELOPE DIAGRAMS  
 Scale: ARCHITECTURAL 1/8"=1'-0"  
 Job Number: 01112  
 Drawn by: RL, PH  
 Checked by: PH

**A2.1**



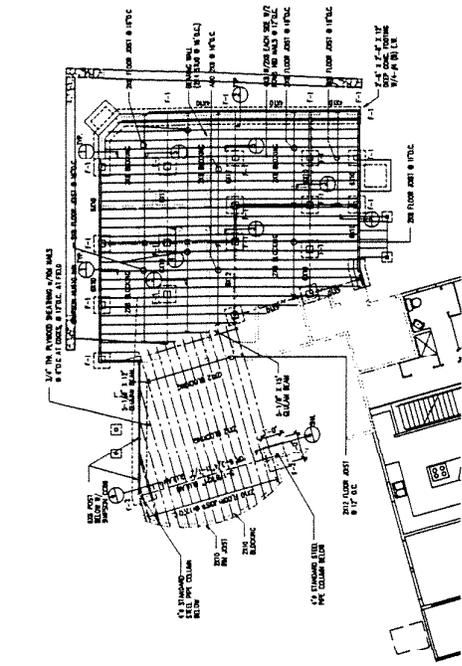
**EXTERIOR ELEVATIONS**  
 3/16" = 1'-0"



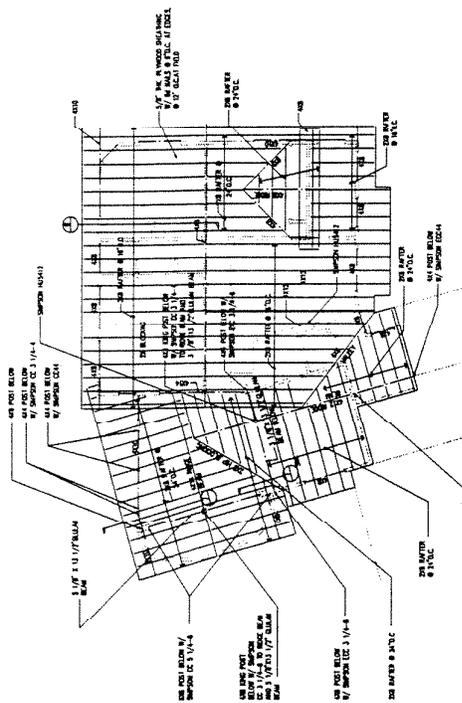
**Robert Alexander Lazo**  
 ARCHITECTURE-INTERIORS-PLANNING

1701 ALEMA DRIVE  
 ALEMA HEIGHTS, OAHU, HAWAII  
 TEL: 808-538-1111  
 FAX: 808-538-1112  
 WWW: www.ralaz.com

PROPOSED ADDITION FOR THE  
**FONG RESIDENCE**  
 1701 ALEMA DRIVE  
 ALEMA HEIGHTS, OAHU, HAWAII  
 T.M.C.C. 1-8-2008

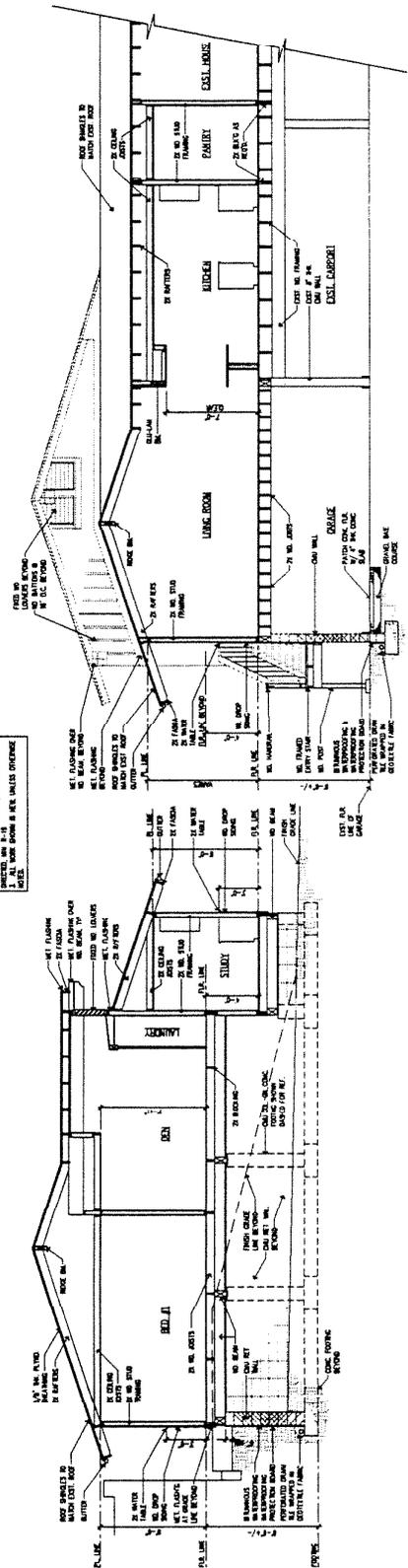


UPPER FLOOR FRAMING PLAN  
 1/8" = 1'-0"



ROOF FRAMING PLAN  
 1/8" = 1'-0"

FOR ALL WALLS AS SHOWN, MIN. P-11  
 ALL EXTERIOR WALLS SHALL BE 2\"/>



A BLDG. CROSS SECTION  
 1/4" = 1'-0"

B BLDG. WALL SECTION  
 1/4" = 1'-0"

FLOOR & ROOF FRAMING PLANS  
 B.D.C. & WALL SECTIONS

**A2.2**



**Robert Alexander Lazo**  
 Architect-Interior-Planning

1000 W. 10th Street, Suite 100  
 Honolulu, HI 96813  
 Phone: (808) 551-1111  
 Fax: (808) 551-1112

PROJECT:  
**PROPOSED ADDITION FOR THE  
 FONG  
 RESIDENCE**  
 1701 ALEA DRIVE  
 ALEA, HONOLULU, OAHU, HAWAII  
 DRAWING: 1-8-2008

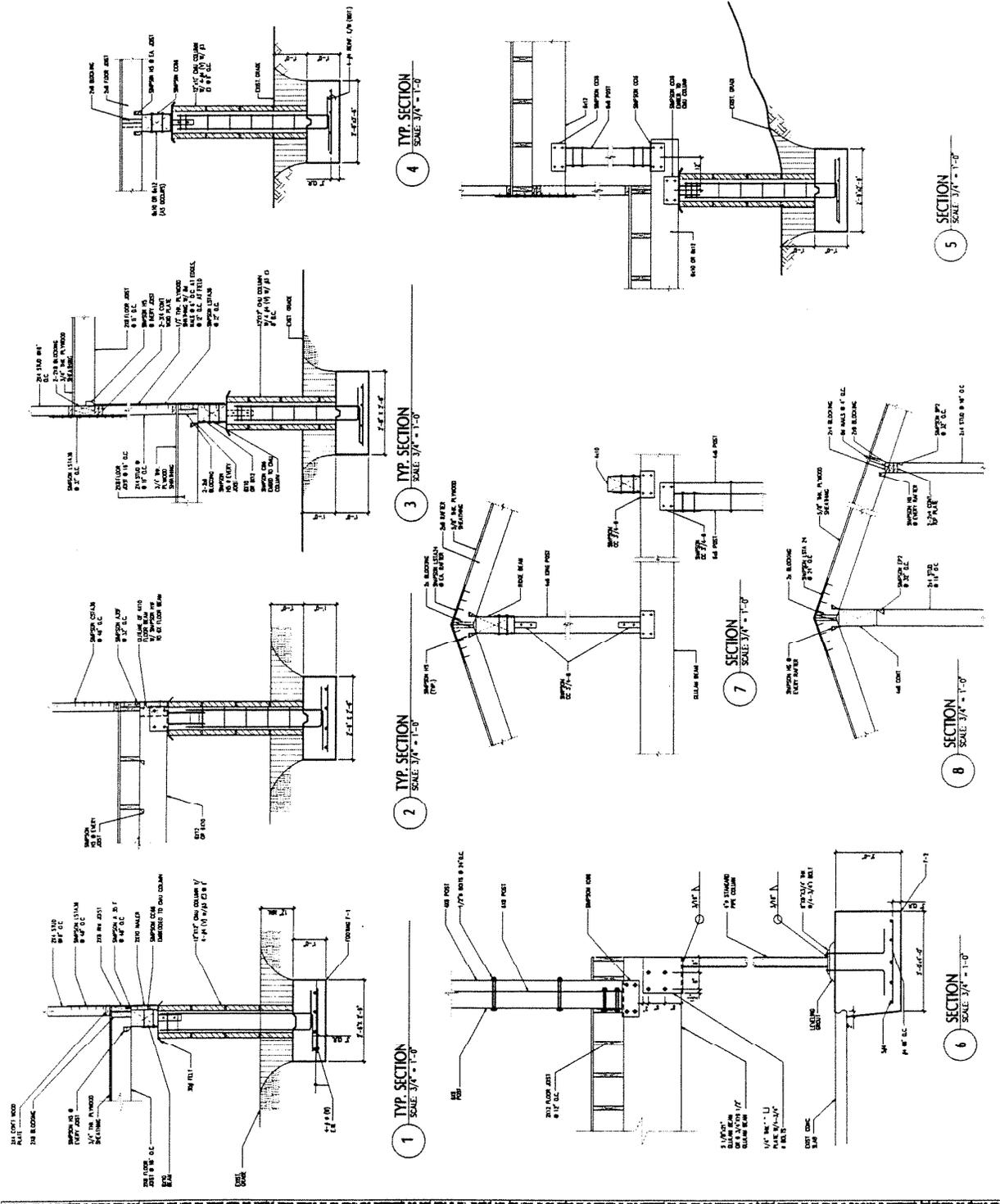


FOUNDATION & FRAMING DETAILS

DATE: OCTOBER 1, 2008  
 JOB NUMBER: 01112  
 DRAWING BY: RL, PH  
 CHECKED BY: PML

**A2.3**  
 FOUNDING

SCALE: 3/4" = 1'-0"







**Robert  
Alexander  
Lazo**

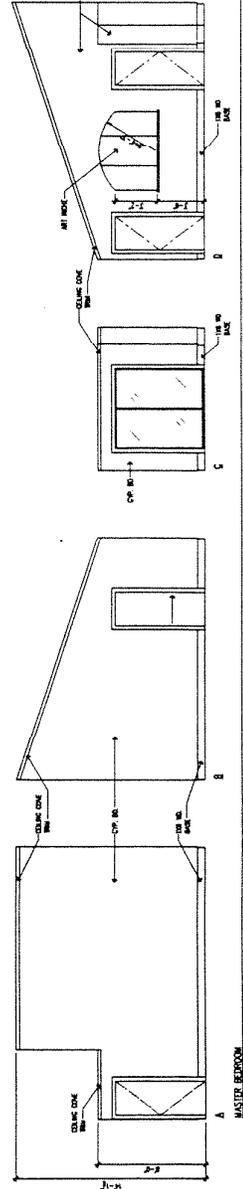
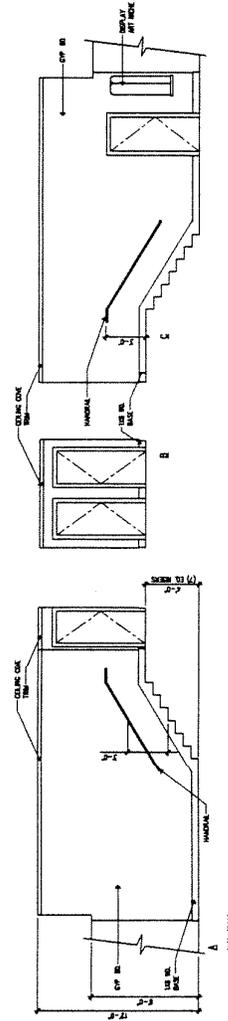
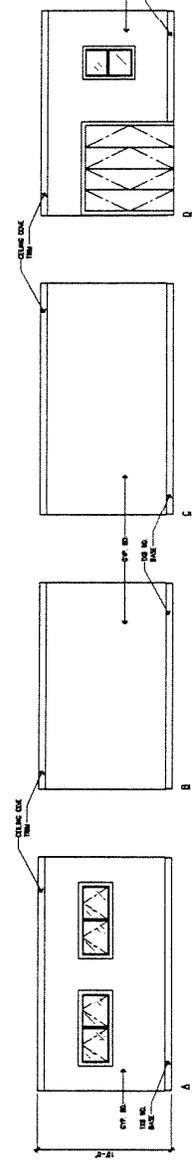
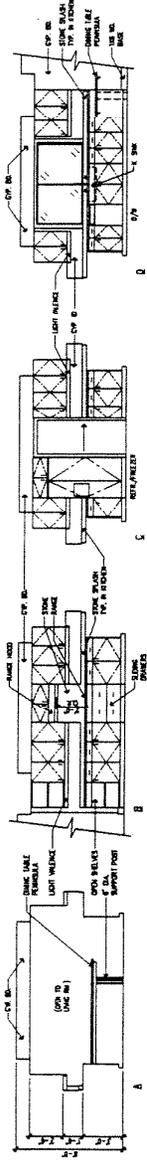
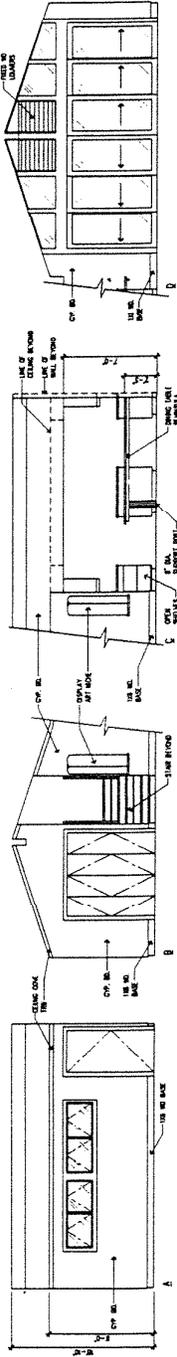
architect-interior-landscape  
1701 ALPHEA DRIVE  
ALEWA HEIGHTS, OAHU, HAWAII  
PHONE: 808-261-1111 FAX: 808-261-1112

PROJECT: PROFORM ADDITION FOR THE  
**FONG  
RESIDENCE**  
1701 ALPHEA DRIVE  
ALEWA HEIGHTS, OAHU, HAWAII  
T.M.K.: 1-8-88-88



INTERIOR ELEVATIONS  
DATE: OCTOBER 1, 2008  
JOB NUMBER: 01118  
DRAWN BY: R. LAZO  
CHECKED BY: P. LAZO

**A3.1**



INTERIOR ELEVATIONS  
1/8" = 1'-0"



**Robert  
Alexander  
Lazo**

ARCHITECTS-INTERIORS-PAINTING  
1701 ALEWA DRIVE  
ALEWA HEIGHTS, OAHU, HAWAII  
TEL: 808-255-1111 FAX: 808-255-1112

Project: PROPOSED ADDITION FOR THE

**FONG  
RESIDENCE**

1701 ALEWA DRIVE  
ALEWA HEIGHTS, OAHU, HAWAII  
T.M.A.C. 1-4-9928



INTERIOR ELEVATIONS  
Drawn: OCTOBER 1, 2008  
Job Number: 011118  
Client: Mr. & Mrs.  
Checked by: PAL

**A3.2**

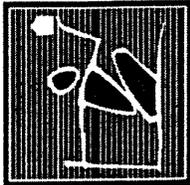
Sheet No.

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INTERIOR ELEVATIONS  
1/4" = 1'-0"





**Robert  
Alexander  
Lazo**  
Architects-interior-designing

1781 ALEXANDER DRIVE  
ALEXANDRIA, VIRGINIA 22304  
TEL: 703-461-1111 FAX: 703-461-1112

Project:

**PROPOSED ADDITION FOR THE  
FONG  
RESIDENCE**

1781 ALEXANDER DRIVE  
ALEXANDRIA, VIRGINIA 22304  
TABLE: 1-8-82-88



11 of 14

SPECIFICATIONS

Table: 1-8-82-88  
Checked by: RAL  
Drawn by: RAL

**A5.2**  
Roofing

**SECTION 05100 - PAINTING**  
PART 1 - SUMMARY  
A. Section Includes  
1. Exterior  
2. Interior  
3. Metal  
4. Wood  
5. Concrete  
6. Masonry  
7. Plaster  
8. Gypsum Board  
9. Drywall  
10. Lath and Plaster  
11. Formwork  
12. Scaffolding  
13. Safety Netting  
14. Safety Fencing  
15. Safety Signage  
16. Safety Barricades  
17. Safety Lights  
18. Safety Tape  
19. Safety Straps  
20. Safety Harness  
21. Safety Helmets  
22. Safety Glasses  
23. Safety Shoes  
24. Safety Gloves  
25. Safety Vests  
26. Safety Belts  
27. Safety Lanyards  
28. Safety Anchors  
29. Safety Connectors  
30. Safety Snaps  
31. Safety Buckles  
32. Safety Carabiners  
33. Safety Clips  
34. Safety Hooks  
35. Safety Rings  
36. Safety Plates  
37. Safety Washers  
38. Safety Spacers  
39. Safety Nuts  
40. Safety Bolts  
41. Safety Screws  
42. Safety Screws  
43. Safety Screws  
44. Safety Screws  
45. Safety Screws  
46. Safety Screws  
47. Safety Screws  
48. Safety Screws  
49. Safety Screws  
50. Safety Screws

**SECTION 05200 - ROOFING**  
PART 1 - SUMMARY  
A. Section Includes  
1. Roofing  
2. Flashing  
3. Gutter  
4. Downspout  
5. Scaffolding  
6. Safety Netting  
7. Safety Fencing  
8. Safety Signage  
9. Safety Barricades  
10. Safety Lights  
11. Safety Tape  
12. Safety Straps  
13. Safety Harness  
14. Safety Helmets  
15. Safety Glasses  
16. Safety Shoes  
17. Safety Gloves  
18. Safety Vests  
19. Safety Belts  
20. Safety Lanyards  
21. Safety Anchors  
22. Safety Connectors  
23. Safety Snaps  
24. Safety Buckles  
25. Safety Carabiners  
26. Safety Clips  
27. Safety Hooks  
28. Safety Rings  
29. Safety Plates  
30. Safety Washers  
31. Safety Spacers  
32. Safety Nuts  
33. Safety Bolts  
34. Safety Screws  
35. Safety Screws  
36. Safety Screws  
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42. Safety Screws  
43. Safety Screws  
44. Safety Screws  
45. Safety Screws  
46. Safety Screws  
47. Safety Screws  
48. Safety Screws  
49. Safety Screws  
50. Safety Screws

**SECTION 05300 - SECURITY SYSTEMS**  
PART 1 - SUMMARY  
A. Section Includes  
1. Security System  
2. Alarm System  
3. Access Control System  
4. Video Surveillance System  
5. Intercom System  
6. Panic Alarm System  
7. Fire Alarm System  
8. Carbon Monoxide Alarm System  
9. Gas Alarm System  
10. Smoke Alarm System  
11. Seismic Alarm System  
12. Vibration Alarm System  
13. Tilt Alarm System  
14. Door Alarm System  
15. Window Alarm System  
16. Perimeter Alarm System  
17. Intrusion Alarm System  
18. Burglar Alarm System  
19. Theft Alarm System  
20. Fire Alarm System  
21. Carbon Monoxide Alarm System  
22. Gas Alarm System  
23. Smoke Alarm System  
24. Seismic Alarm System  
25. Vibration Alarm System  
26. Tilt Alarm System  
27. Door Alarm System  
28. Window Alarm System  
29. Perimeter Alarm System  
30. Intrusion Alarm System  
31. Burglar Alarm System  
32. Theft Alarm System  
33. Fire Alarm System  
34. Carbon Monoxide Alarm System  
35. Gas Alarm System  
36. Smoke Alarm System  
37. Seismic Alarm System  
38. Vibration Alarm System  
39. Tilt Alarm System  
40. Door Alarm System  
41. Window Alarm System  
42. Perimeter Alarm System  
43. Intrusion Alarm System  
44. Burglar Alarm System  
45. Theft Alarm System  
46. Fire Alarm System  
47. Carbon Monoxide Alarm System  
48. Gas Alarm System  
49. Smoke Alarm System  
50. Seismic Alarm System

**SECTION 05400 - ELECTRICAL**  
PART 1 - SUMMARY  
A. Section Includes  
1. Electrical System  
2. Wiring  
3. Conduit  
4. Raceway  
5. Cable Tray  
6. Busway  
7. Switchgear  
8. Panelboard  
9. Junction Box  
10. Control Panel  
11. Motor Control Center  
12. Transformer  
13. Battery Bank  
14. UPS System  
15. Generator  
16. Inverter  
17. Rectifier  
18. Diode Bridge  
19. Thyristor Converter  
20. Inductor  
21. Capacitor  
22. Resistor  
23. Diode  
24. Thyristor  
25. Inductor  
26. Capacitor  
27. Resistor  
28. Diode  
29. Thyristor  
30. Inductor  
31. Capacitor  
32. Resistor  
33. Diode  
34. Thyristor  
35. Inductor  
36. Capacitor  
37. Resistor  
38. Diode  
39. Thyristor  
40. Inductor  
41. Capacitor  
42. Resistor  
43. Diode  
44. Thyristor  
45. Inductor  
46. Capacitor  
47. Resistor  
48. Diode  
49. Thyristor  
50. Inductor

**SECTION 05500 - PLUMBING**  
PART 1 - SUMMARY  
A. Section Includes  
1. Plumbing System  
2. Pipe  
3. Fitting  
4. Valve  
5. Fixture  
6. Appliance  
7. Equipment  
8. Accessory  
9. Component  
10. Part  
11. Material  
12. Supply  
13. Demand  
14. Vent  
15. Exhaust  
16. Stack  
17. Drain  
18. Waste  
19. Vent  
20. Exhaust  
21. Stack  
22. Drain  
23. Waste  
24. Vent  
25. Exhaust  
26. Stack  
27. Drain  
28. Waste  
29. Vent  
30. Exhaust  
31. Stack  
32. Drain  
33. Waste  
34. Vent  
35. Exhaust  
36. Stack  
37. Drain  
38. Waste  
39. Vent  
40. Exhaust  
41. Stack  
42. Drain  
43. Waste  
44. Vent  
45. Exhaust  
46. Stack  
47. Drain  
48. Waste  
49. Vent  
50. Exhaust

**SECTION 05600 - MECHANICAL**  
PART 1 - SUMMARY  
A. Section Includes  
1. Mechanical System  
2. Equipment  
3. Ductwork  
4. Pipe  
5. Fitting  
6. Valve  
7. Accessory  
8. Component  
9. Part  
10. Material  
11. Supply  
12. Demand  
13. Vent  
14. Exhaust  
15. Stack  
16. Drain  
17. Waste  
18. Vent  
19. Exhaust  
20. Stack  
21. Drain  
22. Waste  
23. Vent  
24. Exhaust  
25. Stack  
26. Drain  
27. Waste  
28. Vent  
29. Exhaust  
30. Stack  
31. Drain  
32. Waste  
33. Vent  
34. Exhaust  
35. Stack  
36. Drain  
37. Waste  
38. Vent  
39. Exhaust  
40. Stack  
41. Drain  
42. Waste  
43. Vent  
44. Exhaust  
45. Stack  
46. Drain  
47. Waste  
48. Vent  
49. Exhaust  
50. Stack

**SECTION 05700 - FINISHES**  
PART 1 - SUMMARY  
A. Section Includes  
1. Finish  
2. Material  
3. Supply  
4. Demand  
5. Vent  
6. Exhaust  
7. Stack  
8. Drain  
9. Waste  
10. Vent  
11. Exhaust  
12. Stack  
13. Drain  
14. Waste  
15. Vent  
16. Exhaust  
17. Stack  
18. Drain  
19. Waste  
20. Vent  
21. Exhaust  
22. Stack  
23. Drain  
24. Waste  
25. Vent  
26. Exhaust  
27. Stack  
28. Drain  
29. Waste  
30. Vent  
31. Exhaust  
32. Stack  
33. Drain  
34. Waste  
35. Vent  
36. Exhaust  
37. Stack  
38. Drain  
39. Waste  
40. Vent  
41. Exhaust  
42. Stack  
43. Drain  
44. Waste  
45. Vent  
46. Exhaust  
47. Stack  
48. Drain  
49. Waste  
50. Vent

**SECTION 05800 - MASONRY**  
PART 1 - SUMMARY  
A. Section Includes  
1. Masonry System  
2. Block  
3. Brick  
4. Tile  
5. Stone  
6. Mortar  
7. Grout  
8. Joint Compound  
9. Sealant  
10. Accessory  
11. Component  
12. Part  
13. Material  
14. Supply  
15. Demand  
16. Vent  
17. Exhaust  
18. Stack  
19. Drain  
20. Waste  
21. Vent  
22. Exhaust  
23. Stack  
24. Drain  
25. Waste  
26. Vent  
27. Exhaust  
28. Stack  
29. Drain  
30. Waste  
31. Vent  
32. Exhaust  
33. Stack  
34. Drain  
35. Waste  
36. Vent  
37. Exhaust  
38. Stack  
39. Drain  
40. Waste  
41. Vent  
42. Exhaust  
43. Stack  
44. Drain  
45. Waste  
46. Vent  
47. Exhaust  
48. Stack  
49. Drain  
50. Waste

**SECTION 05900 - METALS**  
PART 1 - SUMMARY  
A. Section Includes  
1. Metal System  
2. Sheet Metal  
3. Pipe  
4. Fitting  
5. Valve  
6. Accessory  
7. Component  
8. Part  
9. Material  
10. Supply  
11. Demand  
12. Vent  
13. Exhaust  
14. Stack  
15. Drain  
16. Waste  
17. Vent  
18. Exhaust  
19. Stack  
20. Drain  
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33. Exhaust  
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35. Drain  
36. Waste  
37. Vent  
38. Exhaust  
39. Stack  
40. Drain  
41. Waste  
42. Vent  
43. Exhaust  
44. Stack  
45. Drain  
46. Waste  
47. Vent  
48. Exhaust  
49. Stack  
50. Drain

**SECTION 06000 - WOODWORK**  
PART 1 - SUMMARY  
A. Section Includes  
1. Woodwork System  
2. Plywood  
3. Paneling  
4. Trim  
5. Molding  
6. Baseboard  
7. Crown Molding  
8. Chair Rail  
9. Balustrade  
10. Staircase  
11. Decking  
12. Siding  
13. Shingles  
14. Roofing  
15. Flooring  
16. Wallpaper  
17. Paint  
18. Stain  
19. Sealant  
20. Accessory  
21. Component  
22. Part  
23. Material  
24. Supply  
25. Demand  
26. Vent  
27. Exhaust  
28. Stack  
29. Drain  
30. Waste  
31. Vent  
32. Exhaust  
33. Stack  
34. Drain  
35. Waste  
36. Vent  
37. Exhaust  
38. Stack  
39. Drain  
40. Waste  
41. Vent  
42. Exhaust  
43. Stack  
44. Drain  
45. Waste  
46. Vent  
47. Exhaust  
48. Stack  
49. Drain  
50. Waste

**SECTION 06100 - GLASS**  
PART 1 - SUMMARY  
A. Section Includes  
1. Glass System  
2. Glass Panel  
3. Frame  
4. Hardware  
5. Sealant  
6. Accessory  
7. Component  
8. Part  
9. Material  
10. Supply  
11. Demand  
12. Vent  
13. Exhaust  
14. Stack  
15. Drain  
16. Waste  
17. Vent  
18. Exhaust  
19. Stack  
20. Drain  
21. Waste  
22. Vent  
23. Exhaust  
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26. Waste  
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32. Vent  
33. Exhaust  
34. Stack  
35. Drain  
36. Waste  
37. Vent  
38. Exhaust  
39. Stack  
40. Drain  
41. Waste  
42. Vent  
43. Exhaust  
44. Stack  
45. Drain  
46. Waste  
47. Vent  
48. Exhaust  
49. Stack  
50. Drain

**SECTION 06200 - FLOORING**  
PART 1 - SUMMARY  
A. Section Includes  
1. Flooring System  
2. Carpet  
3. Tile  
4. Hardwood  
5. Laminate  
6. Vinyl  
7. Stone  
8. Concrete  
9. Polished Concrete  
10. Epoxy  
11. Resin  
12. Sealant  
13. Accessory  
14. Component  
15. Part  
16. Material  
17. Supply  
18. Demand  
19. Vent  
20. Exhaust  
21. Stack  
22. Drain  
23. Waste  
24. Vent  
25. Exhaust  
26. Stack  
27. Drain  
28. Waste  
29. Vent  
30. Exhaust  
31. Stack  
32. Drain  
33. Waste  
34. Vent  
35. Exhaust  
36. Stack  
37. Drain  
38. Waste  
39. Vent  
40. Exhaust  
41. Stack  
42. Drain  
43. Waste  
44. Vent  
45. Exhaust  
46. Stack  
47. Drain  
48. Waste  
49. Vent  
50. Exhaust

**SECTION 06300 - CEILING**  
PART 1 - SUMMARY  
A. Section Includes  
1. Ceiling System  
2. Acoustic Tile  
3. Grid  
4. Fixture  
5. Accessory  
6. Component  
7. Part  
8. Material  
9. Supply  
10. Demand  
11. Vent  
12. Exhaust  
13. Stack  
14. Drain  
15. Waste  
16. Vent  
17. Exhaust  
18. Stack  
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35. Waste  
36. Vent  
37. Exhaust  
38. Stack  
39. Drain  
40. Waste  
41. Vent  
42. Exhaust  
43. Stack  
44. Drain  
45. Waste  
46. Vent  
47. Exhaust  
48. Stack  
49. Drain  
50. Waste

**SECTION 06400 - LIGHTING**  
PART 1 - SUMMARY  
A. Section Includes  
1. Lighting System  
2. Fixture  
3. Ballast  
4. Transformer  
5. Control System  
6. Accessory  
7. Component  
8. Part  
9. Material  
10. Supply  
11. Demand  
12. Vent  
13. Exhaust  
14. Stack  
15. Drain  
16. Waste  
17. Vent  
18. Exhaust  
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27. Vent  
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32. Vent  
33. Exhaust  
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36. Waste  
37. Vent  
38. Exhaust  
39. Stack  
40. Drain  
41. Waste  
42. Vent  
43. Exhaust  
44. Stack  
45. Drain  
46. Waste  
47. Vent  
48. Exhaust  
49. Stack  
50. Drain

**SECTION 06500 - SPECIALTIES**  
PART 1 - SUMMARY  
A. Section Includes  
1. Specialty System  
2. Sign  
3. Wallcovering  
4. Wallpaper  
5. Paint  
6. Stain  
7. Sealant  
8. Accessory  
9. Component  
10. Part  
11. Material  
12. Supply  
13. Demand  
14. Vent  
15. Exhaust  
16. Stack  
17. Drain  
18. Waste  
19. Vent  
20. Exhaust  
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46. Stack  
47. Drain  
48. Waste  
49. Vent  
50. Exhaust

**SECTION 06600 - FURNITURE**  
PART 1 - SUMMARY  
A. Section Includes  
1. Furniture System  
2. Chair  
3. Table  
4. Bench  
5. Stool  
6. Cabinet  
7. Shelf  
8. Counter  
9. Sink  
10. Faucet  
11. Drain  
12. Accessory  
13. Component  
14. Part  
15. Material  
16. Supply  
17. Demand  
18. Vent  
19. Exhaust  
20. Stack  
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43. Vent  
44. Exhaust  
45. Stack  
46. Drain  
47. Waste  
48. Vent  
49. Exhaust  
50. Stack

**SECTION 06700 - EQUIPMENT**  
PART 1 - SUMMARY  
A. Section Includes  
1. Equipment System  
2. Refrigerator  
3. Freezer  
4. Dishwasher  
5. Microwave  
6. Range Hood  
7. Exhaust Fan  
8. Accessory  
9. Component  
10. Part  
11. Material  
12. Supply  
13. Demand  
14. Vent  
15. Exhaust  
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46. Stack  
47. Drain  
48. Waste  
49. Vent  
50. Exhaust

**SECTION 06800 - STORAGE**  
PART 1 - SUMMARY  
A. Section Includes  
1. Storage System  
2. Cabinet  
3. Shelf  
4. Drawer  
5. Bin  
6. Basket  
7. Accessory  
8. Component  
9. Part  
10. Material  
11. Supply  
12. Demand  
13. Vent  
14. Exhaust  
15. Stack  
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46. Drain  
47. Waste  
48. Vent  
49. Exhaust  
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**SECTION 06900 - PARTITIONS**  
PART 1 - SUMMARY  
A. Section Includes  
1. Partition System  
2. Wall  
3. Door  
4. Window  
5. Accessory  
6. Component  
7. Part  
8. Material  
9. Supply  
10. Demand  
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**SECTION 07000 - MAINTENANCE**  
PART 1 - SUMMARY  
A. Section Includes  
1. Maintenance System  
2. Inspection  
3. Repair  
4. Replacement  
5. Accessory  
6. Component  
7. Part  
8. Material  
9. Supply  
10. Demand  
11. Vent  
12. Exhaust  
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48. Stack  
49. Drain  
50. Waste

**SECTION 07100 - ELECTRICAL**  
PART 1 - SUMMARY  
A. Section Includes  
1. Electrical System  
2. Wiring  
3. Conduit  
4. Raceway  
5. Cable Tray  
6. Busway  
7. Switchgear  
8. Panelboard  
9. Junction Box  
10. Control Panel  
11. Motor Control Center  
12. Transformer  
13. Battery Bank  
14. UPS System  
15. Generator  
16. Inverter  
17. Rectifier  
18. Diode Bridge  
19. Thyristor Converter  
20. Inductor  
21. Capacitor  
22. Resistor  
23. Diode  
24. Thyristor  
25. Inductor  
26. Capacitor  
27. Resistor  
28. Diode  
29. Thyristor  
30. Inductor  
31. Capacitor  
32. Resistor  
33. Diode  
34. Thyristor  
35. Inductor  
36. Capacitor  
37. Resistor  
38. Diode  
39. Thyristor  
40. Inductor  
41. Capacitor  
42. Resistor  
43. Diode  
44. Thyristor  
45. Inductor  
46. Capacitor  
47. Resistor  
48. Diode  
49. Thyristor  
50. Inductor

**SECTION 07200 - MECHANICAL**  
PART 1 - SUMMARY  
A. Section Includes  
1. Mechanical System  
2. Equipment  
3. Ductwork  
4. Pipe  
5. Fitting  
6. Valve  
7. Accessory  
8. Component  
9. Part  
10. Material  
11. Supply  
12. Demand  
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**SECTION 07300 - FINISHES**  
PART 1 - SUMMARY  
A. Section Includes  
1. Finish  
2. Material  
3. Supply  
4. Demand  
5. Vent  
6. Exhaust  
7. Stack  
8. Drain  
9. Waste  
10. Vent  
11. Exhaust  
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46. Exhaust  
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48. Drain  
49. Waste  
50. Vent

**SECTION 07400 - MASONRY**  
PART 1 - SUMMARY  
A. Section Includes  
1. Masonry System  
2. Block  
3. Brick  
4. Tile  
5. Stone  
6. Mortar  
7. Grout  
8. Joint Compound  
9. Sealant  
10. Accessory  
11. Component  
12. Part  
13. Material  
14. Supply  
15. Demand  
16. Vent  
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**SECTION 07500 - METALS**  
PART 1 - SUMMARY  
A. Section Includes  
1. Metal System  
2. Sheet Metal  
3. Pipe  
4. Fitting  
5. Valve  
6. Accessory  
7. Component  
8. Part  
9. Material  
10. Supply  
11. Demand  
12. Vent  
13. Exhaust  
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**SECTION 07600 - WOODWORK**  
PART 1 - SUMMARY  
A. Section Includes  
1. Woodwork System  
2. Plywood  
3. Paneling  
4. Trim  
5. Molding  
6. Baseboard  
7. Crown Molding  
8. Chair Rail  
9. Balustrade  
10. Staircase  
11. Decking  
12. Siding  
13. Shingles  
14. Roofing  
15. Flooring  
16. Wallpaper  
17. Paint  
18. Stain  
19. Sealant  
20. Accessory  
21. Component  
22. Part  
23. Material  
24. Supply  
25. Demand  
26. Vent  
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**SECTION 07700 - GLASS**  
PART 1 - SUMMARY  
A. Section Includes  
1. Glass System  
2. Glass Panel  
3. Frame  
4. Hardware  
5. Sealant  
6. Accessory  
7. Component  
8. Part  
9. Material  
10. Supply  
11. Demand  
12. Vent  
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**SECTION 07800 - FLOORING**  
PART 1 - SUMMARY  
A. Section Includes  
1. Flooring System  
2. Carpet  
3. Tile  
4. Hardwood  
5. Laminate  
6. Vinyl  
7. Stone  
8. Concrete  
9. Polished Concrete  
10. Epoxy  
11. Resin  
12. Sealant  
13. Accessory  
14. Component  
15. Part  
16. Material  
17. Supply  
18. Demand  
19. Vent  
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47. Drain  
48. Waste  
49. Vent  
50. Exhaust

**SECTION 07900 - CEILING**  
PART 1 - SUMMARY  
A. Section Includes  
1. Ceiling System  
2. Acoustic Tile  
3. Grid  
4. Fixture  
5. Accessory  
6. Component  
7. Part  
8. Material  
9. Supply  
10. Demand  
11. Vent  
12. Exhaust  
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48. Stack  
49. Drain  
50. Waste

**SECTION 08000 - LIGHTING**  
PART 1 - SUMMARY  
A. Section Includes  
1. Lighting System  
2. Fixture  
3. Ballast  
4. Transformer  
5. Control System  
6. Accessory  
7. Component  
8. Part  
9. Material  
10. Supply  
11. Demand  
12. Vent  
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**SECTION 08100 - SPECIALTIES**  
PART 1 - SUMMARY  
A. Section Includes  
1. Specialty System  
2. Sign  
3. Wallcovering  
4. Wallpaper  
5. Paint  
6. Stain  
7. Sealant  
8. Accessory  
9. Component  
10. Part  
11. Material  
12. Supply  
13. Demand  
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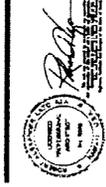
**SECTION 08200 - FURNITURE**  
PART 1 - SUMMARY  
A. Section Includes  
1. Furniture System  
2. Chair  
3. Table  
4. Bench  
5. Stool  
6. Cabinet  
7. Shelf  
8. Counter



**Robert  
Alexander  
Lazo**

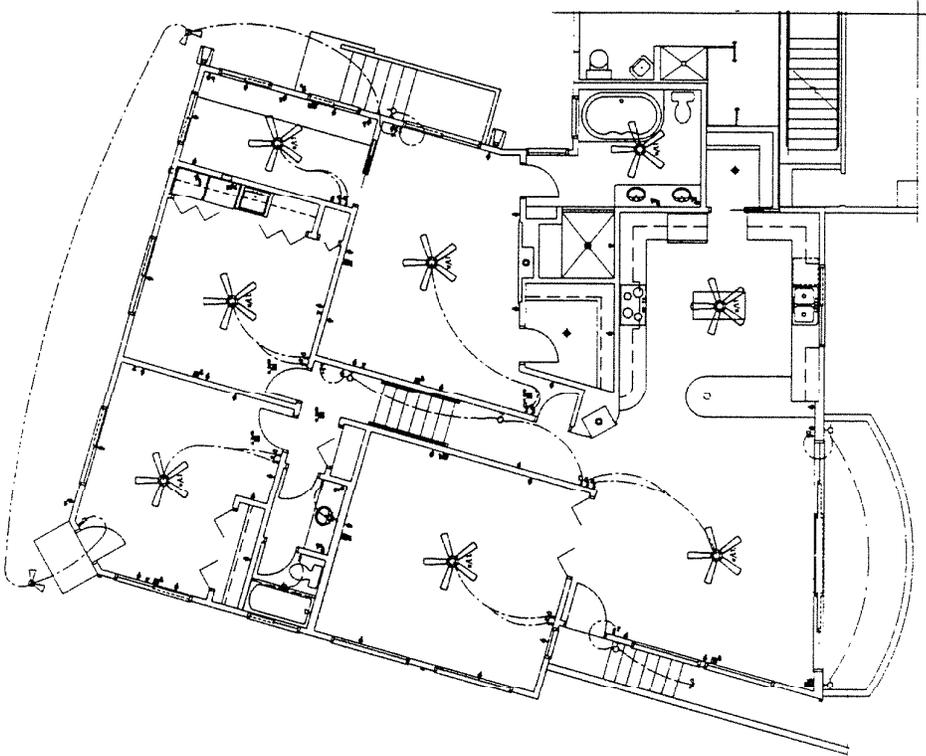
Architectural-Interior/Exterior  
1001 ALERMA DRIVE  
ALEXANDRIA, VIRGINIA 22304

PROPOSED ADDITION FOR THE  
**FONG  
RESIDENCE**  
1701 ALEMA DRIVE  
ALEXANDRIA, VIRGINIA 22304  
TABLE: 1-B-0225

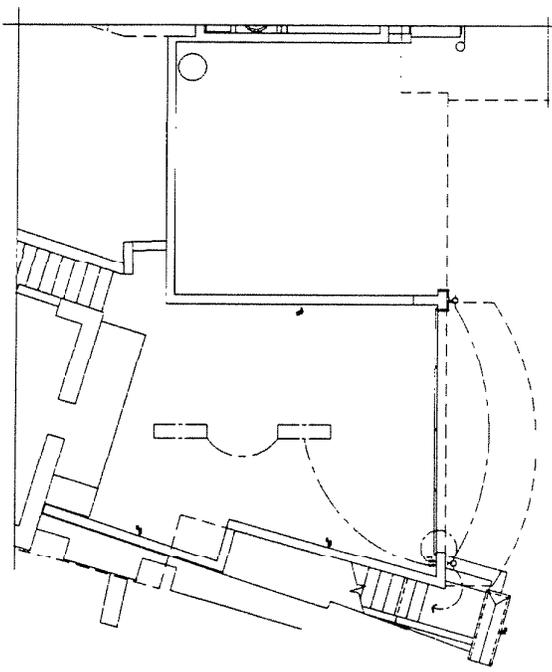


**ELEC. LEGEND**

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**UPPER FLOOR ELECTRICAL PLAN**  
1/8" = 1'-0"



**LOWER FLOOR ELECTRICAL PLAN**  
1/8" = 1'-0"

**A6.1**

DATE: 01/11/11  
DRAWN BY: RAL  
CHECKED BY: RAL  
PROJECT NO.: 1701 ALEMA DRIVE  
ALEXANDRIA, VIRGINIA 22304

EXHIBIT I

COSTS OF COMPLETING ADDITION TO UNIT 1701B

**STATEMENT OF COSTS AND ESTIMATED TIME OF COMPLETION**

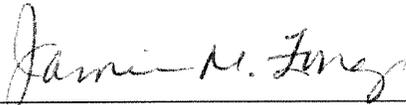
Pursuant to Hawaii Revised Statutes §514A-40(a), the undersigned, being the owners of Unit 1701B Alewa Heights Drive Condominium Project, hereby certify that the following constitutes a statement of all costs involved in completing the improvements under construction to Unit 1701B.

Real Property Taxes .....	\$ 875.00
Construction Costs (See attached schedule) .....	\$393,500.00
Architect Fees .....	\$ 1,000.00
Financing Costs .....	\$ 19,556.24
Total .....	\$414,931.24

The estimated date of completion of the addition to Unit 1701B is October 31, 2003.

  
\_\_\_\_\_  
WENDALL K. FONG

  
\_\_\_\_\_  
RANDIE K. FONG

  
\_\_\_\_\_  
JAMIE M. FONG

Name: Mike and Lynn Soldat  
Company: Soldat Construction  
Voice Number: 808.263.3488  
Fax Number: 808.261.5201  
P.O. Box 206  
Kailua, Hawaii 96734

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September 24, 2002

PROPOSAL Submitted to: Robert A. Lazo, A.I.A. – Architect  
Subject: **Fong Residence Addition** – 1701 Alewa Drive, Honolulu

For the contract bid sum of \$393,500.00 (Three Hundred Ninety Three Thousand, Five Hundred and no/100 Dollars), Soldat Construction will provide all labor and materials to complete the work of this Project in accordance with the Architect's drawings and specifications.

For this bid proposal, our Schedule of Values breaks down as follows:

General Requirements	\$ 20,300.00
Site Work	30,000.00
Concrete	13,000.00
Masonry	9,000.00
Metals	40,000.00
Woods and Plastics	40,000.00
Thermal & Moisture Protection	12,000.00
Doors & Windows	35,000.00
Flooring	11,800.00
Finishes	42,000.00
Cabinetry	28,000.00
Specialties	19,200.00
Mechanical	32,000.00
Electrical	25,000.00
Security System	4,000.00
Solar Water Heating System	4,000.00
Home Tech System	<u>4,000.00</u>
Total Construction Costs	369,300.00
Bldg. Permit & Admin Costs	8,500.00
Hawaii State Tax	<u>15,700.00</u>
Total Contract Cost	<b>\$ 393,500.00</b>

Payment requests on this contract amount will be applied for on a monthly basis with the first payment request of \$20,000.00 to be submitted upon issuance of the "Notice-To-Proceed" to cover the Bldg. Permit & Admin Costs. The remaining payment requests, over a projected project period of eight (8) months, are anticipated to be approximately \$46,000.00 each.

If you have any questions regarding this proposal, please call me at 255-7449 at your convenience.

Mike Soldat  
Soldat Construction

EXHIBIT J

LOAN COMMITMENT



# First Hawaiian Bank

P. O. Box 3200, Honolulu, Hawaii 96847

December 27, 2002

Randie K Fong and Jamie M Fong

2223 Aupuni Street  
Honolulu, HI 96817

Subject: 1372028

Dear Randie K Fong and Jamie M Fong

Thank you for choosing First Hawaiian Bank ("Bank") to help you meet your real estate financing needs.

You have applied for the following type of loan:

Loan Program (*):	FIXED RATE CONSTR/PERM
Loan Amount:	\$404,000.00
Loan Term:	351
Loan Amortization:	351

The address of the subject property is: 1701B Alewa Drive  
Honolulu, HI 96817

Your purpose in requesting a loan is to Refinance residential property which will be Owner Occupied.

We have conditionally approved and agreed to the above request as follows:

Qualifying Rate:	6.375%
Qualifying Loan Fee:	2.500%
Loan Program (*):	FIXED RATE CONSTR/PERM
Loan Amount:	\$404,000.00
Loan Term:	351
Loan Amortization:	351
Margin:	N/A

(\*) For ARM loan programs, refer to ARM disclosure provided to you with your loan application for terms of adjustment.

Randie K Fong  
Page 2

This Conditional Approval is effective for 60 days from the date of this letter, provided there is no material change in your credit standing or financial position or material increase on your interest rate and loan fee. If there is a change in your credit standing or financial position, the Bank may re-evaluate your credit approval and require additional information; and/or reduce the amount it is willing to lend; or determine that this conditional approval is null and void.

All of the information and conditions listed on the attached addendum as "Conditions to be satisfied prior to Loan Approval" must be provided and satisfied on or before January 15, 2003 . If we do not receive that information and the conditions are not satisfied by that date we will regrettably be unable to give further consideration to your credit request.

If your interest rate and loan fee are not locked in and interest rates rise above the rate for which you have been approved, you may no longer qualify for a loan. This could also happen if your interest rate and loan fee are locked in, but your loan does not close before the lock expires. (See Lock-In Agreement and Application Notice.)

You acknowledge and agree that it is your responsibility to provide all documentation, accurate information, and certifications that we may reasonably request. You authorize us to take such actions as reasonably necessary to process your loan, obtain all required information and approvals from third parties and process your application. We will process your loan application in good faith but cannot promise that your loan will close before this Conditional Approval expires. Delays in processing can occur for many reasons, including without limitation, your actions or inactions, the action or inaction of third parties (such as appraisers, attorneys or credit agencies), or from increased demands on our staff. First Hawaiian Bank is not responsible for the loan closing within the commitment period.

THIS LETTER DOES NOT GUARANTEE FINAL LOAN APPROVAL. FINAL LOAN APPROVAL IS SUBJECT TO COMPLETION OF ALL CONDITIONS LISTED ON THE ATTACHED ADDENDUM THAT MUST BE SATISFIED PRIOR TO LOAN APPROVAL. THE REMAINING CONDITIONS LISTED ON THE ADDENDUM MUST ALSO BE SATISFIED BEFORE THE EXPIRATION OF THIS CONDITIONAL APPROVAL OR THE BANK WILL NOT BE OBLIGATED TO FUND THE LOAN. -ALL CONDITIONS ARE MATERIAL CONDITIONS AND MUST BE SATISFIED IN A MANNER THAT IS ACCEPTABLE TO THE BANK PRIOR TO THAT DATE. IF YOU RECEIVE FINAL LOAN APPROVAL, THERE WILL BE ADDITIONAL CONDITIONS YOU MUST SATISFY IN ORDER TO OBTAIN A LOAN, INCLUDING WITHOUT LIMITATION, SIGNING ALL LOAN DOCUMENTS.

This Conditional Approval Letter constitutes the entire agreement of the parties and supersedes any prior or current oral or written agreements, understandings, representations, warranties and negotiations, if any, all of which are merged into this agreement. This agreement shall not be amended or any of its provisions waived except in writing signed by us prior to the expiration of this Conditional Approval.

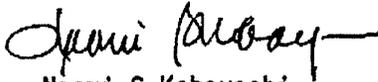
Randie K Fong  
Page 3

This Conditional Approval is made for the personal benefit of the undersigned only and may not be assigned by you to any other person. You agree that no third party is entitled to rely on the provisions of this Conditional Approval Letter.

As a valued customer, please let us know if we can be of further assistance in helping you obtain other Bank services. If you have any questions, please feel free to call Wonda Mae Agpalsa at (808) 943-4413.

Very truly yours,

FIRST HAWAIIAN BANK



By: Naomi S Kobayashi  
Underwriter

Attachment

Randie K Fong  
1372028

**CONDITIONS TO BE SATISFIED PRIOR TO FINAL LOAN APPROVAL**

LOAN PROCEEDS: OWNER OCCUPANT CONSTRUCTION OF ATTACHED CONDO LOCATED AT 1701B ALEWA DRIVE;

CONDITIONS TO BE SATISFIED PRIOR TO FINAL LOAN APPROVAL:

1. Receipt of satisfactory approval of attached condo project;
2. Missing some condo docs: final public report, by laws, minutes, budget financial statement for aoao;

CONDITIONS TO BE SATISFIED PRIOR TO ORDERING MORTGAGE DOCUMENTS:

1. Borrower to:
  - a. Receipt of satisfactory hazard and hurricane insurance with appropriate deductibles or Builder's Risk Insurance including hurricane insurance;
  - b. Building Permit;
  - c. Copy of stamped approved plans from City & County of Honolulu Building Department and signed by the architect, contractor and owners;
  - d. 100% Performance and Payment Bond issued by a bonding company approved by FHB;
  - e. Lock in loan with loan officer;

CONDITIONS TO BE SATISFIED AT LOAN SIGNING:

1. Borrowers to sign residential construction agreement, pledge and security agreement;
2. Borrower to sign 4506;

NOTE: As used above, satisfactory means that the item meets First Hawaiian Bank's loan program and/or investor guidelines, as determined by First Hawaiian Bank

EXHIBIT K

CONSTRUCTION CONTRACT

## ROBERT ALEXANDER LAZO, A.I.A.

ARCHITECTURE • INTERIORS • PLANNING • CONSULTING  
2149-A BACHELOT STREET • HONOLULU, HAWAII 96817 • (808) 754-2216 • (FAX) 595-8667

# Form of Agreement Between Owner and Contractor

This Document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

## AGREEMENT

made as of the 17th day of October in the year of Two Thousand and Two.

**BETWEEN the Owner:** MR. & MRS. RANDIE FONG  
1701 'Alewa Heights Drive  
Honolulu, Hawai'i 96817 (808) 845-5452

and the Contractor: SOLDAT CONSTRUCTION –General Contractor  
P.O. Box 206  
Kailua, Hawai'i 96734 (808) 263-3488

The Project is: Proposed Addition for the  
FONG RESIDENCE  
1701 'Alewa Heights Drive, Honolulu, Hawai'i  
T.M.K.: 1-8-29:025

The Architect is: ROBERT A. LAZO, A.I.A.  
2149-A Bachelot Street  
Honolulu, Hawai'i 96817 (808) 754-2216

The Owner and Contractor agree to the terms as set forth in the 1997 Edition - AIA Document A201, *General Conditions of the Contract for Construction* and as set forth below:

### Article One - The Work of This Contract

- 1.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

### Article Two - Date of Commencement and Substantial Completion

- 2.1 The date of commencement is the date from which the Contract Time of Paragraph 2.2 is measured, and shall be the date upon which the building permit is approved and ready for pickup. The Contractor shall be directed to pick up the permit in a Notice-To-Proceed to be issued by the Architect.
- 2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than 8 months (240 calendar days), but subject to adjustments of this Contract Time as provided in the Contract Documents.

Owner-Contractor Agreement  
 Addition for the Fong Residence  
 October 17, 2002  
 Page 2 of 2

### Article Three - Contract Sum

- 3.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Three Hundred Ninety Three Thousand, Five Hundred Dollars and No Cents (\$393,500.00), subject to additions and deductions as provided in the Contract Documents.
- 3.2 Allowances and Unit Prices are as follows:
- |   |                 |
|---|-----------------|
| 1. Supplementary Admin. Costs: \$ 6,500.00                    | (Section 01100) |
| 2. Garage Door (supply & install): \$3,000.00                 | (Section 08210) |
| 3. Finish Hardware: \$ 5,000.00                               | (Section 08710) |
| 4. Countertops: \$ 11,000.00                                  | (Section 09600) |
| 5. Flooring: \$11,806.00                                      | (Section 09)    |
| a. wood flooring: \$7,437.50 = 875 sf. @ \$8.50 per s.f.      | (Section 09550) |
| b. resilient flooring: \$2,231.00 = 575 sf. @ \$3.88 per s.f. | (Section 09650) |
| c. carpet flooring: \$2,137.50 = 450 sf. @ \$4.75 per s.f.    | (Section 09680) |
| 6. Appliances: \$8,000.00                                     | (Section 10900) |
| 7. Cabinets: \$ 28,000.00                                     | (Section 12400) |
| 8. Plumbing Fixtures: \$ 8,000.00                             | (Section 15400) |
| 9. Solar Water Heating System: \$ 4,000.00                    | (Section 15600) |
| 10. Electrical Fixtures: \$ 8,000.00                          | (Section 16400) |
| 11. Security System: \$ 4,000.00                              | (Section 16500) |
| 12. Home Tech System: \$ 4,000.00                             | (Section 16600) |

### Article Four - Progress Payments

- 4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- 4.2 The initial Application for Payment in the amount of Twenty Thousand Dollars and No Cents (\$20,000.00) will be submitted and become payable upon issuance of the Notice-To-Proceed.
- 4.3 Provided that an Application for Payment is received by the Architect not later than the 5<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 20<sup>th</sup> day of that month. If an Application for Payment is received by the Architect after the application date fixed above, payments shall be made by the Owner not later than 15 days after the Architect receives the Application for Payment.
- 4.4 Each Application for Payment shall be based on the most recent Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 4.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 4.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;

Owner-Contractor Agreement  
 Addition for the Fong Residence  
 October 17, 2002  
 Page 3 of 3

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
  - .3 Subtract the aggregate of previous payments made by the Owner; and
  - .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.
- 4.7 The progress payment amount determined in accordance with Subparagraph 4.6 shall be further modified under the following circumstances:
- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
  - .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.
- 4.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment, which have not been delivered and stored at the site.

#### Article Five - Final Payment

- 5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.
- 5.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

#### Article Six - Enumeration of Contract Documents

- 6.1 The Contract Documents are listed herein and, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 6.1.1 The Agreement is this executed *Form of Agreement Between Owner and Contractor* and the *General Conditions of the Contract for Construction*, AIA Document A201, 1997 Edition.
  - 6.1.2 The Specifications are those contained in the Drawings dated October 1, 2002.
  - 6.1.3 The Drawings are those as prepared by the Architect and are dated October 1, 2002.

#### Article Seven - Other Conditions or Provisions

- 7.1 This Agreement is dependant upon execution of the following conditions:
- a. Approval and issuance of the building permit for this Project;
  - b. Approval and issuance of the Owner's construction loan;
  - c. Approval and issuance of the Contractor's Performance and Material bonding.
- Failure for any of the above conditions shall constitute grounds for either the Owner or the Contractor to terminate this Agreement.
- 7.2 This Agreement may also be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.
- 7.3 This Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

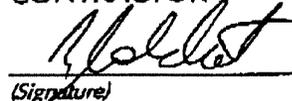
This Agreement entered into as of the day and year first written above.

OWNER

  
 (Signature)

Mr. Randie Fong - Owner

CONTRACTOR

  
 (Signature)

Mr. Michael Soldat - Soldat Construction

EXHIBIT L  
PERFORMANCE BOND

**PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND  
ASSIGNMENT AND POWER OF ATTORNEY  
AGREEMENT**

Bond No. H-12550

**1 DEFINITIONS**

1.1 Principal: SOLDAT CONSTRUCTION

1.2 Surety: HONSADOR LUMBER CORPORATION, a Hawaii corporation

1.3 Owner: RANDY K. AND JAMIE FONG

1.4 Mortgagee: FIRST HAWAIIAN BANK , which has agreed to make a loan to Owner to finance construction of the Improvements (the "Loan"), and which executes this instrument solely for the purposes set forth in Section 4 below. The Loan will be evidenced by Owner's Promissory Note (the "Note") and secured by a Mortgage on the Premises and Improvements (the "Mortgage").

1.5 Contract: That certain Standard Form of Agreement Between Owner and Contractor (Form No. ) dated OCTOBER 17, 2002 for the construction of the Improvements, including the plans and specifications for completion of the Improvements, the general conditions of the Contract, and other Contract Documents identified in such Contract.

1.6 Contract Sum: THREE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$393,500.00) plus approved Change Orders, being the full amount to be paid by Owner under the Contract for completion of the Improvements.

1.7 Improvements: completion of ADDITION TO EXISTING DWELLING

1.8 Premises: The real property situated at 1701B ALEWA HEIGHTS DRIVE, HONOLULU, HAWAII TMK: 1-8-029:025 upon which the Improvements are to be constructed.

**2 PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND**

2.1 Bond. Principal and Surety agree that they are held and firmly bound unto Owner and Mortgagee in the sum of THREE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$393,500.00) plus the amount of approved Change Orders approved in accordance with Section 2.4 below, being 100% of the Contract Sum between Principal and Owner hereinafter mentioned, for which payment well and truly to be made, Principal and Surety hereby bind themselves, their respective heirs, personal representatives, successors and assigns, jointly and severally, by these presents.

The condition of this Bond is such that if Principal shall in all things well and truly keep, observe and perform the covenants, conditions and agreement of said Contract, and at the time and in the manner and form therein specified, and shall deliver the said work to Owner or Mortgagee or the successors or assigns of Owner and Mortgagee fully completed, free from all liens and claims and such delivery shall be without further cost, expense or charge to Owner or Mortgagee other than the Contract Sum, and shall hold and save Owner and Mortgagee harmless from all liens, suits, costs, claims, actions or damages of every nature and kind arising or caused from or on account of any failure on the part of Principal faithfully to perform the covenants, conditions and agreement of the Contract, then this Bond shall be void otherwise, it shall be and remain in full force and effect under the conditions hereinafter set forth. Surety shall not cover any cost, claim, loss or damage resulting from strikes, riots, fire, Acts of God and public enemies.

2.2 Surety's Performance Obligation. So long as Owner has performed its obligations

under the Contract to pay the Contract Sum, or so much thereof as shall be due, and it is determined by Surety or a court of competent jurisdiction or binding arbitration that the Principal is in default under the Contract, then Surety shall commence within twenty (20) business days of such determination to remedy such default by either:

a. Performing the remaining obligations of the Principal to be performed under the Contract within a reasonable period of time in accordance with its terms and conditions, or

b. Obtaining a bid or bids for performance of the Contract in accordance with its terms and conditions. Surety may contract for performance of the Contract, or arrange for a contract between such bidder and Owner. Owner and Mortgagee acknowledge and agree that upon determination that Principal is in default, Surety is immediately entitled to receipt of the balance of the Contract Sum as and when due under the Contract.

c. If Surety remedies the default under either subparagraph 2.2a or 2.2b above, then Surety shall make available as work progresses sufficient funds in accordance with the Contract to pay the cost of completion, but only up to the Bond Amount.

2.3 Surety's Payment Obligation. The coverage of this Bond extends to payments to persons or entities which have filed a mechanic's or materialmen's lien for payment for labor or materials used in construction of the Improvements (a "Lien"), against the Premises, the Improvements or Owner's interest in the Premises and Improvements under the provision of Chapter 507, Hawaii Revised Statutes, as amended. Surety will indemnify and defend Owner and/or Mortgagee up to the Bond Amount against such Lien if and only if Owner and/or Mortgagee has fully performed its obligations under the Contract and caused payments to be made to Principal as and when due under the Contract. Surety may satisfy its payment obligation by either:

a. pay off the lien; or

b. posting a bond with the Court with jurisdiction over the Lien in an amount sufficient to prevent the Lien from attaching to the Premises, the Improvements or the Owner's or Mortgagee's interest therein.

2.4 Change Orders.

Any change in the Contract, including but not limited to any amendment or extension of time for the performance of the work made by the Owner and the Principal (a "Change Order") will be covered by the Bond, and the Bond amount will be increased by the amount of such Change Order if the following conditions are satisfied:

(1) The Change Order is in writing signed by the Owner and Principal;

(2) The Change Order has been approved in writing by Surety and Mortgagee; and

(3) Owner has provided Surety with evidence that sufficient funds are available either from Loan proceeds or deposits made by Owner with Mortgagee or Surety to pay the cost of such Change Order.

Change Orders not approved by Surety will not nullify or invalidate the Bond, which will continue as to the original Contract and Contract Sum without regard to such unapproved Change Orders.

2.5 Expiration of Liability Under Bond. Surety's performance and payment obligations under this Bond shall expire two (2) business days after the end of the 45-day lien

period (the "Lien Period") which follows filing of the Affidavit of publication of notice of completion ("Date of Notice of Completion") with the Clerk of the Circuit Court for the County in which the Premises are situated, pursuant to Chapter 507, Hawaii Revised Statutes, as amended (the "Expiration Date"), unless either a Lien is filed, or Owner or Mortgagee has made a Claim for recovery under this Bond prior to the Expiration Date. If an application for a Lien is filed on account of the work or Owner or Mortgagee makes a Claim for recovery under this Bond prior to the Expiration Date, Surety's obligations under the Bond as to such Lien or Claim shall continue notwithstanding that the Expiration Date has passed.

Owner or Mortgagee shall be deemed to have made a Claim prior to the Expiration Date only if one of them has either (i) given written notice specifying the Claim to Surety, or (ii) instituted a lawsuit against Surety in a court of competent jurisdiction for recovery of the Claim. No Claim under this Bond for recovery for any reason, whether known or unknown, including but not limited to, claims for mechanics' or materialmen's liens, the quality or manner of construction of the Improvements, including warranty claims, claims of poor workmanship, latent defects and/or errors or omission in the performance of the Contract, may be made by Owner or Mortgagee following the Expiration Date, it being the intention of Owner, Mortgagee and Surety that this Bond shall become null, void and of no further legal effect after the Expiration Date if no Claim has been made. If Owner or Mortgagee has made a Claim prior to the Expiration Date, this Bond shall remain in effect only as to such Claim.

If any such lien is duly filed within the Lien Period, then notwithstanding any provision in this Paragraph permitting earlier termination of the Bond, this Bond shall remain in full force and effect until either (1) all such Liens are removed by Principal or Surety or terminate because of failure of lien claimant to file suit to enforce the same within the statutory period, or (2) the claims for which the Lien or Liens are filed are satisfied or discharged.

2.6 Definition of Claim. "Claim" shall mean a Lien or a claim for performance, labor, material or payment under the Contract made by the Owner or Mortgagee and shall be deemed to include any construction remaining to be completed or corrected and labor or material to be supplied and any payments to be made after the Date of Notice of Completion as to which Surety has been notified in writing by Owner or Mortgagee prior to the Expiration Date.

2.7 Notice of Claim. Neither Principal nor Surety shall assert any default or failure of performance by Owner or Mortgagee as a basis for claiming non-liability under the Bond, unless and until Principal or Surety sends written notice to Owner and Mortgagee by registered mail of the claimed default or failure of performance, and Owner or Mortgagee shall fail to cure said default or failure within twenty (20) business days after receipt of said notice.

2.8 Delays in Completion. Surety shall not be liable for any delays in completion of the Contract (the "Limitation"). The Limitation relieves the Surety from liability for paying liquidated, consequential or any other damages which may result from a delay in completing the Contract whether caused by Principal or resulting from performance by Surety under the Bond. The Limitation is not intended to release the Surety from the obligations undertaken by the Surety under the Bond to remedy a default by the Principal under the Contract within a reasonable period of time.

### **3 ASSIGNMENT AND POWER OF ATTORNEY**

3.1 Assignment of Proceeds. In consideration of the execution of the foregoing Bond by Surety, Principal does hereby sell, assign, transfer and set over unto Surety, absolutely, its successors and assigns all of its right, title and interest under the Contract, and all proceeds

thereof, including all moneys now due and payable or that may hereafter become due and payable under said Contract, together with all moneys now due and payable or that may hereafter become due and payable to Principal for Change Orders now or at any time hereafter furnished by Principal pursuant to the terms of said Contract and/or any alteration or modification thereof (together the "Proceeds").

3.2 Power of Attorney.

a. Principal. Principal does hereby constitute and appoint Surety attorney in fact for Principal, with full power, either in its own name or that of Principal, to demand, sue for, collect, receive give effectual receipts and discharges for, and commence, file and prosecute to final judgment all legal proceedings necessary to enforce payment or all or any part of the Proceeds, and to do all other acts as are reserved to or permitted to Principal under the Contract, including but not limited to obtaining payment of funds due upon final acceptance of the Improvements, publishing notice of completion under Chapter 507, Hawaii Revised Statutes, and settling disputes, and Principal further agrees to reimburse and indemnify Surety for any costs or expenses incurred in order to demand, sue for or collect the Proceeds, or for any amount paid under any compromise settlement made in order to collect the Proceeds.

b. Owner. Owner hereby constitutes and appoints Surety its true and lawful attorney, for Owner and in Owner's name, to publish and file the notice of completion under §507-43(f), Hawaii Revised Statutes, as amended.

**4 AGREEMENT**

4.1 No Set-Offs. Owner warrants and represents that Owner has no set-offs, counter-claims, or other defenses of any nature whatsoever presently available against Principal and that no payments have been made to date on the Contract.

4.2 Payments under Contract. Owner acknowledges that Principal's rights under the Contract have been assigned to Surety, and agrees to make all payments due under said Contract to Surety. Owner further authorizes and directs Mortgagee to make all advances of the Loan and/or additional funds on deposit with Mortgagee from Owner for payment of costs of construction of the Improvements, directly to Surety. Surety shall not be liable under this Bond unless all payments due to Principal under the Contract are paid to Surety. Owner agrees that Mortgagee shall have no duty or obligation to investigate the application of such payments by Surety, and that upon payment to Surety of such sums from time to time, Mortgagee shall be released and discharged of and from all liability and responsibility in respect thereto.

4.3 Agreements of Mortgagee. Mortgagee acknowledges that Owner has directed it to make all advances of the Loan and/or additional funds on deposit with Mortgagee from Owner for payment of the original Contract Sum directly to Surety, and agrees that it will make such advances directly to Surety in accordance with the Contract. Mortgagee further acknowledges and agrees that it has set aside sufficient funds from Loan proceeds and/or deposits by Owner to pay the original Contract Sum in full, and if the Contract Sum is increased by any Change Orders approved by Surety and Mortgagee, will set aside additional funds from Loan proceeds and/or deposits by Owner to pay such increased sum. This agreement shall not alter, amend, modify or affect the rights and interests of Mortgagee under the Note and Mortgage evidencing and securing the Loan, and shall not be in limitation thereof but shall be in addition thereto. A waiver by Mortgagee of any breach or breaches hereof shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach or breaches on the part of Surety or Owner.

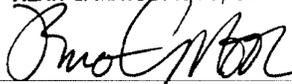
4.4 Inspections. Owner and Surety agree that any inspection of the construction made by Mortgagee shall be for its own interest and benefit and Surety and Owner will not rely thereon but will make their own inspections during the course of construction.

PRINCIPAL, SURETY, OWNER AND MORTGAGEE have executed this instrument as of the dates set forth opposite their respective signatures below and acknowledge this Bond shall take effect as of the date it becomes fully executed.

SOLDAT CONSTRUCTION

HONSADOR LUMBER CORPORATION

By   
Its \_\_\_\_\_  
DATE: 2/27/03

By   
Its ALAN C. MATOS, Controller  
By   
Its BRIAN C. MOORE, Treasurer

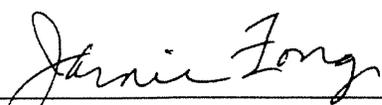
Principal

DATE: FEBRUARY 26, 2003

Surety

  
RANDY K. FONG

FIRST HAWAIIAN BANK

  
JAMIE FONG

By   
Its ASSISTANT VICE PRESIDENT

DATE: 2-27-03

DATE: 3/3/03

Owner

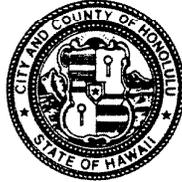
Mortgagee

EXHIBIT M

DEPARTMENT OF PLANNING & PERMITTING LETTER  
DATED MARCH 21, 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](http://www.co.honolulu.hi.us)



JEREMY HARRIS  
MAYOR

RANDALL K. FUJIKI, AIA  
DIRECTOR

LORETTA K.C. CHEE  
DEPUTY DIRECTOR

2002/ELOG- 534(RLK)

March 21, 2002

Mr. Wendall K. Fong  
1701 Alewa Drive  
Honolulu, Hawaii 96817

Dear Mr. Fong:

Subject: Condominium Conversion Project  
1701 Alewa Drive, Tax Map Key: 1-8-29: 25

This is in response to your letter dated February 12, 2002 requesting verification that the structure on the above-mentioned property met all applicable code requirements at the time of construction.

Investigation revealed that the two-story single-family detached dwelling with four all-weather surface off-street parking spaces met all applicable code requirements when it was constructed in 1954 on this 14,782-square foot R-5 Residential District zoned lot.

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.

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

Sincerely yours,

A handwritten signature in black ink, appearing to read "R. K. Fujiki", is written over the typed name and title.

RANDALL K. FUJIKI, AIA  
Director of Planning and Permitting

RKF:ft  
Doc 145904

EXHIBIT N

EXISTING CONDITION REPORT DATED JUNE 10, 2002

# ROBERT ALEXANDER LAZO, A.I.A.

ARCHITECTURE • INTERIORS • PLANNING • CONSULTING

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## 1701-A and 1701-B ALEWA HEIGHTS DRIVE CONDOMINIUM PROJECT

### EXISTING CONDITIONS REPORT

June 10, 2002

This report serves to document existing conditions for the residential structure located on the subject property. Drawings prepared to record physical dimensions and characteristics of the existing structures are listed as drawings 1 thru 5 on the sheet titled "Fong Residence Condominium Project" and include the site plan, floor plans and exterior elevations.

This property, under the jurisdiction of the City & County of Honolulu building codes, is zoned R-5 as defined by the *Land Use Ordinance* (LUO). The total lot size is 14,782 sq. ft. in size with 1 residential structure, consisting of 2 units. As noted on the site plan, the units are labeled Units 1701-A and 1701-B.

Units 1701-A and 1701-B are a single two-story structure of single-wall and masonry construction on a concrete slab foundation. City records indicate that building permits were obtained for this property as follows:

Original house construction	1954	BP (unknown)
Misc. work, plumbing & electrical	Nov. 26, 1985	BP #216637
2-story bedroom addition & electrical	Nov. 9, 1987	BP #246952
CRM retaining walls	Dec. 21, 1992	BP #328764
Carport addition & electrical	Mar. 8, 1993	BP #332281
2 <sup>nd</sup> fl. kitchen, dining & lanai addition	Oct. 14, 1994	BP #359726
Wheelchair elevator & electrical	Nov. 3, 1997	BP #410028

Although the structure's present condition does not appear exactly as documented in the building permit drawings; from visual inspection, the dwelling appears habitable and free from major structural defects. And the plumbing and electrical systems appear to be functioning and in good condition. It is expected that the remaining useful life of the existing structure and utilities can continue for another 20 years with regular & diligent maintenance and repairs as needed for normal use and upkeep.

Layout characteristics for each unit are as follows:

Unit 1701-A	liv, kit, din, family, study, 6 bd, 2 bth, elev.	3,200 sq. ft. (net living area)
Unit 1701-B	1 bedrm, 1 bathrm.	362 sq. ft. (net living area)

Various minor non-conforming conditions do not meet current building codes; however, they are not considered violations and do not require any action at this time. They may require removal or correction should future renovation of the structure be implemented. These conditions are listed as follows:

#### ARCHITECTURAL

- stairs, handrails and landings do not meet current code.
- attic ventilation does not meet current code.
- wall and roof insulation does not meet current code.

STRUCTURAL

- structure does not meet current criteria for proper lateral strength design.
- does not have all continuous load-path connections as required by current building codes.

PLUMBING

- not all fixtures are provided with low-flow devices.

ELECTRICAL

- not all outlets located at kitchen, laundry & bathrooms are provided with *ground-fault interrupt* devices.
- not all smoke-detectors are installed per current code.

This report faithfully submitted by:



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Robert A. Lazo, A.I.A.  
Licensed Professional Architect  
Hawaii Registration No. 6066