



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

Required and attached to this report                       Not Required - disclosure 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 NOTICE:**

THERE ARE COUNTY RESTRICTIONS ON THE NUMBER OF RESIDENTIAL DWELLING UNITS, OR OTHER STRUCTURES, WHICH MAY BE BUILT UPON THE PROPERTY. THEREFORE, UNLESS THE PURCHASER IS PURCHASING AN EXISTING RESIDENTIAL DWELLING, THERE IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO BUILD A RESIDENTIAL DWELLING UNIT ON THE PROPERTY. THERE ALSO IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL STRUCTURE TO A RESIDENTIAL USE. THE PURCHASER SHOULD CONSULT WITH THE APPROPRIATE COUNTY AGENCIES TO DETERMINE WHETHER THE PURCHASER MAY BUILD A RESIDENTIAL DWELLING UNIT, OR ANY OTHER TYPE OF STRUCTURE, UPON THE PROPERTY.

1. This Public Report does not constitute an approval of the project by the Real Estate Commission or any other governmental agency, nor does it ensure that all county codes, ordinances and subdivisions requirements have necessarily been complied with.
2. This Project does not involve the sale of individual subdivided lots. The land area beneath and immediate adjacent to each unit as shown on the condominium map is designated as a limited common element and does not represent a legally subdivided lot. The dotted lines on the condominium map merely represent the approximate location of the limited common element assigned to each unit.
3. Facilities and improvements normally associated with County approved subdivisions may not necessarily be provided for and services such as County street maintenance and trash collection will not be available for interior roads.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS FOR FURTHER INFORMATION REGARDING THE FORGOING.

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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. The 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 of 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 spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: KANAO OHTA and HARRIET H. OHTA, Trustees Phone: (808) c/o 741-0991  
Name  
227 Kellog Street  
Business Address  
Wahiawa, Hawaii 96786

Real Estate Broker: PREMIER REALTY 2000, INC. Phone: (808) 487-9630  
Name  
1750 S. King Street #200  
Business Address  
Honolulu, Hawaii 96826

Escrow: Title Guaranty Escrow Services, Inc Phone: (808) 539-7752  
Name  
235 Queen Street  
Business Address  
Honolulu, Hawaii 96813

General Contractor: Gabor Paczolay (as to Units 4 and 5) Phone: (808) 395-6663  
Name  
444 Lunalilo Home Road, #805  
Business Address  
Honolulu, Hawaii 96825

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

Attorney for Developer: Michael H. Sakai, Esq. Phone: (808) 531-4171  
Name  
201 Merchant Street, Suite 902  
Business Address  
Honolulu, Hawaii 96813-2977

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

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

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

The Declaration for this condominium is:

- Proposed  
 Recorded - Bureau of Conveyances: Document No. \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. 3053162

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

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

The Condominium Map for this condominium project is:

- Proposed  
 Recorded - Bureau of Conveyances, Condo Map No. \_\_\_\_\_  
 Filed - Land Court Condo Map No. 1601

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

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

The Bylaws for this condominium re:

- Proposed  
 Recorded - Bureau of Conveyances: Document No. \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. 3053163

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

2. Developer:

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

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

See Exhibit "H" attached hereto.



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 period 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 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: 215 Kellog Street, Wahiawa, Hawaii 96786\*

Tax Map Key (TMK): (1) 7-4-009-040

Address  TMK is expected to change because City and County of Honolulu may assign new cpr numbers for each unit

Land Area: 27,985 [x] square feet [ ] acre(s) [X] Zoning: A-2

\*Current addresses are as follows:

Unit 1: 219, 219A and 219B Kellog Street

Unit 2: 215 Kellog Street

Unit 3: 215A Kellog Street

Unit 4: If developed into two units, 215B and 215C Kellog Street

Unit 5: If developed into two units, 217 and 217A Kellog Street

Fee Owner: KANAO OHTA and HARRIET H. OHTA, Trustees  
227 Kellog Street, Wahiawa, Hawaii 96786

C. Buildings and Other Improvements:

1.  New Building(s)     Conversion of Existing Building(s)     Both New Building(s) and Conversion
2. Number of Buildings: 5 Floors Per Building 1

Exhibit A contains further explanations.

3. Principal Construction Material:

Concrete     Hollow Tile     Wood

Other other allied materials/plastic

4. Permitted Uses by Zoning:

	<u>No of</u>	<u>Use Permitted</u>		<u>No. of</u>	<u>Use Determined</u>
	<u>Apts.</u>	<u>By Zoning</u>		<u>Apts.</u>	<u>By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>3</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ohana	<u>    </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	<u>    </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Industrial	<u>    </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	<u>    </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Agricultural	<u>    </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	<u>    </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Recreational	<u>    </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	<u>    </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Other: <u>Shed</u>	<u>2</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

Yes     No

5. Special Use Restrictions:

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

[ ] Pets: \_\_\_\_\_

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

[ ] Other: \_\_\_\_\_

[X] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators:  0      Stairways:  0      Trash Chutes:  0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>Unit 1</u>	<u>1 - Rental 1</u>	<u>2/1</u>	<u>830</u>	<u>37/699</u>	<u>lanai/carport</u>
	<u>- Rental 2</u>	<u>1/1</u>	<u>485</u>	<u>170/171/25</u>	<u>laundry/carport/lanai</u>
	<u>- Rental 3</u>	<u>1/1</u>	<u>372</u>	<u>18/430</u>	<u>lanai/carport</u>
<u>Unit 2</u>	<u>1</u>	<u>2/1</u>	<u>660</u>	<u>84/50/225</u>	<u>laundry/lanai/carport</u>
<u>Unit 3</u>	<u>1</u>	<u>1/1</u>	<u>492</u>	<u>52/561</u>	<u>lanai/carport</u>
<u>Unit 4</u>	<u>1</u>	<u>0/0</u>	<u>11 (shed)</u>	<u>-----</u>	<u>-----</u>
<u>Unit 5</u>	<u>1</u>	<u>0/0</u>	<u>11 (shed)</u>	<u>-----</u>	<u>-----</u>

Total Apartments:  5

\*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:

The boundary of each unit is the exterior finished surfaces of the units' perimeter walls, roofs, foundations, windows and frames, doors, beams, post entries and cesspools, if any.

Permitted Alterations to Apartments:

Each unit owner may alter the structure and any other improvements located within their unit's limited common land area as provided in paragraphs 7.0 and 15.0 of the Declaration of Condominium Property Regime.

See also paragraph 25.0 of Declaration which are the reservations of the Developer to add more units to Units 4 and 5.

Apartments Designated for Owner-Occupant 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 as N/A elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 14

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>TOTAL</u>
	SEE EXHIBIT "A"						
Assigned (for each unit)	_____	_____	_____	_____	_____	_____	_____
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open	<u>12</u>		<u>2</u>		<u>0</u>		<u>14</u>

Each Residential apartment will have the exclusive use of at least 2 parking stall(s).

Commercial parking garage permitted in condominium project.

Exhibit "A" contain additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational facilities

Swimming pool                       Storage Area                       Recreation Area

Laundry Area                       Tennis Court                       Trash Chute/Enclosure(s)

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

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

There are no violations.                       Violations will not be cured.

Violations and cost to cure are listed below.       Violations will be cured by \_\_\_\_\_

10. Conditions and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

(For conversions of residential apartments in existence for at least five years):

See report of Michael D. Lau, AIA dated August 6, 2003, attached hereto as Exhibit "B".

11. Conformance to Present Zoning Code

- a.  No variances to zoning code have been granted.  
 Variance(s) to zoning code was/were granted as follows:

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

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

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

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

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

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

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

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

described in Exhibit   C  .

as follows:

2. Limited Common Elements: 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:

\*Note: Land areas referenced herein are not legally subdivided lots.

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

described in Exhibit \_\_\_\_.

as follows:

Unit 1:	20%
Unit 2:	20%
Unit 3:	20%
Unit 4:	20%
Unit 5:	<u>20%</u>
	100%

The common interest was determined by allocating an equal percentage to each unit. The common interest is subject to decrease upon the development of additional units.

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

Exhibit D describes the encumbrances against the title contained in the title report dated January 12, 2004 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 specific sums so that individual apartments can be conveyed to buyers free and clear of the lien.

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed <b>Prior to Conveyance</b></u>
Mortgage	If the Developer defaults under the Mortgage, the lender would be entitled to foreclose on the property. If a foreclosure occurs, the buyer's purchase agreement will be terminated and all deposits will be returned.

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. There are no warranties, express or implied.

2. Appliances:

None. There are no warranties, express or implied.

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

According to a letter dated June 9, 2003 from the Department of Planning and Permitting, Units 1, 2 and 3 were constructed prior to 1960. However, Developer believes construction occurred around 1945 for Unit 1, 1955 for Unit 2, and 1955 for Unit 3.

Units 4 and 5 were constructed/assembled in 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):

IV. CONDOMINIUM MANAGEMENT

A. Management of the Common Elements: The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer’s affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report, is:

- not affiliated with the Developer
- self-managed by the Association of Apartment Owners
- the Developer or the Developer’s affiliate.
- other \_\_\_\_\_

B. Estimate of Initial Maintenance Fees:

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

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

See Page 20.

C. Utility Charges for Apartments:

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

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

NOTE: Each owner will be responsible for the hook-up and connection of any additional utility services. Units 1, 2 and 3 have utility services.

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

Notice to Owner Occupants

Specimen Sales Contract

Exhibit E contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated October 27, 2003

Exhibit F 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 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 a 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 as 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 Report issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
- B) Declaration of Condominium Property Regime
- C) Bylaws of the Association of Apartment Owners
- D) House Rules, if any. (NONE)
- E) Condominium Map
- F) Escrow Agreement.
- G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
- H) Other: \_\_\_\_\_

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

This Public Report is part of Registration No. 5285 filed with the Real Estate Commission on January 21, 2004.

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

**NOT A SUBDIVISION.** This is a condominium project which should not be confused with a subdivision. A purchaser of an apartment unit will be conveyed an apartment unit together with an "undivided" percentage interest in the common elements of the project. The entire parcel of land upon which the project is situated is designated as a common element. That portion of the common element which each purchaser has the exclusive right to use is called a limited common element or area, but is not a separate, legally subdivided lot.

**MAINTENANCE FEES.** Developer believes that there will be no maintenance fees. This is because all costs of every kind pertaining to each apartment and its respective limited common element, including but not limited to, cost of landscaping, maintenance, repair, replacement and improvement shall be borne entirely by the respective apartment owner. Although there is a common element driveway, the Developer believes that the owners would rather treat any replacement as a special assessment rather than collect and maintain a reserve fund. See "Reserves" below. All utilities are separately metered. Based on the foregoing, there is no schedule of maintenance fees attached to this Public Report.

Section 514A-86, Hawaii Revised Statutes, requires the Association of Apartment Owners to purchase fire insurance to cover the improvements of the Project, and that the premiums for the insurance be common expenses. Developer anticipates that the Association will elect to permit individual apartment owners to obtain and maintain separate policies of fire insurance and name the Association as an additional insured. In such case, fire insurance premiums will be the responsibility of individual apartment owners and not common expenses. Prospective purchasers should consult with their own insurance professionals to obtain an estimate for individual fire and hazard insurance.

**RESERVES.** Developer discloses that no "reserve study" was done in accordance with Section 514A-83.6, Hawaii Revised Statutes, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. Accordingly, Developer believes it would be more practical for the owners to make a special assessment rather than establishing a reserve fund. Based on the foregoing, there are no reserves. The purpose of the reserve fund and reserve study was created to avoid special assessments.

**LEAD WARNING STATEMENT.** Pursuant to federal law, 42 U.S.C. 4852(d), the Residential Lead-Based Paint Reduction Act, "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazard is recommended prior to purchase". The Developer discloses that he does not have an assessment or inspections relating to lead-based paint.

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

**FUTURE DEVELOPMENT.** The Developer has the right to add additional units or apartments to each of Units 4 and 5. If this occurs, Units 4 and 5 will each be comprised of a duplex or two single family dwellings. The Developer does not know whether it will or will not exercise such development rights. This right last for a period of fifteen years (commencing from January 12, 2004). See Exhibit "H" for further information. All cost and expenses associated with any future development would be borne by the Developer.

- D. The developer declares subject to the penalties set forth in section 154A-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.

KANAO OHTA, Trustee of the Kanao Ohta Trust dated December 18, 1992, as amended and as Trustee of the Harriet H. Ohta Trust dated December 18, 1992, as amended

and

HARRIET H. OHTA, Trustee of the Kanao Ohta Trust dated December 18, 1992, as amended and as Trustee of the Harriet H. Ohta Trust dated December 18, 1992, as amended.

Printed Name of Developer

By: *Kanao Ohta*  
KANAO OHTA, Trustee

10-27-03  
Dated

By: *Harriet H. Ohta*  
HARRIET H. OHTA, Trustee

10-27-03  
Dated

Distribution:

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

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

## EXHIBIT "A"

### Description of Apartments

The Project contains the following five (5) units:

(a) Unit 1. Unit 1 consists of one multi-family building in a single story structure. This residential structure is broken down into 3 separate living areas as follows:

(1) Living Area/Rental 1: Living room, dining room, kitchen, two bedrooms, one bathroom, and laundry area with lanai with two covered parking stalls. The net living area of this Living Area 1 is approximately 830 square feet, the lanai is approximately 37 square feet, two car carport is approximately 699 square feet and laundry area is approximately 66 square feet.

(2) Living Area/Rental 2: Living room, kitchen, one bedroom, and 1 bathroom, with a covered laundry area space for one compact car. The net living area of this Living Area 2 is approximately 485 square feet, laundry area is approximately 170 square feet, the one-car carport is approximately 171 square feet, and lanai area is approximately 25 square feet. This rental also has one open regular parking stall.

(3) Living Area/Rental 3: Kitchen, 1 bedroom, 1 bathroom, a lanai and a 2 car carport. The net living area of this unit is approximately 372 square feet, lanai is approximately 18 square feet, and two-car carport is 430 square feet (one regular and one compact stall).

The total net living area for Unit 1 is approximately 1,687 square feet, the lanai areas are approximately 80 square feet, carport are approximately 1,330 square feet, and laundry areas are approximately 236 square feet.

Total parking for Unit 1 is 3 covered regular, 2 covered compact, and 1 uncovered regular stalls.

(b) Unit 2. Unit 2 consists of one freehold estate consisting of a single story residential structure. This residential structure consists of a living room/dining area, kitchen, two (2) bedrooms and 1 bathroom, lanai, laundry room and a single car carport (regular). The net living area of this unit is approximately 660 square feet, the laundry room consists of approximately 84 square feet, the lanai consists of approximately 50 square feet, and the carport consists of approximately 225 square feet.

Total parking for Unit 2 is 1 covered regular and 1 uncovered regular stall.

(c) Unit 3. Unit 3 consists of one freehold estate consisting of a single story residential structure. This residential structure consists of a living room, kitchen, one (1) bedroom and 1 bathroom, and a lanai and two separate carports (both regular). The net living area of the unit is approximately 492 square feet and the lanai consists of approximately 52 square feet, and the carports consists of approximately 561 square feet.

Total parking for Unit 3 is 2 covered regular stalls.

(d) Unit 4. Unit 4 consists of one freehold estate consisting of one plastic storage shed. The net area of the structure is approximately 11 square feet. Parking for at least two vehicles is available anywhere within the limited common land area. This unit may be increased to a total of two units in accordance with Paragraphs 4.5 and 25.0 hereof.

Total parking for Unit 4 is 2 uncovered regular stalls.

(e) Unit 5. Unit 5 consists of one freehold estate consisting of one plastic storage shed. The net area of the structure is approximately 11 square feet. Parking for at least two vehicles is available anywhere within the limited common land area. This unit may be increased to a total of two units in accordance with Paragraphs 4.5 and 25.0 hereof.

Total parking for Unit 5 is 2 uncovered regular stalls.

(f) If additional units are added, the number of Units 4 and 5 may change.

ARCHITECT INSPECTION REPORT  
(conversion)

Date: August 6, 2003

Real Estate Commission  
Department of Commerce and Consumer Affairs  
State of Hawaii  
Seventh Floor, 1010 Richards Street  
Honolulu, Hawaii 96813

Re: Project Name: Kellog Street Estates  
Address/Unit Number: 215, 215-A and 219 Kellog Street  
TMK: 7-4-9: 40

Submission for Final Public Report

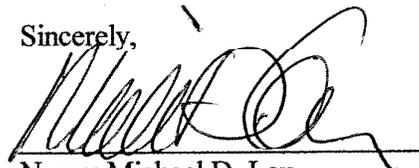
Dear Commissioners:

The Undersigned, being an Architect having a Registered Professional Architect Number 8385 in the State of Hawaii, hereby declares as follows:

1. I have examined the residential structure having the unit number and address set forth above; and
2. Without having made any invasive examination of covered components, the structures and mechanical components of the subject apartment unit appeared to be in satisfactory condition; and
3. The useful remaining life of the subject apartment is estimated to be approximately 20 years as of the date hereof.

Please feel free to contact me if you should have any questions concerning the foregoing.

Sincerely,



Name: Michael D. Lau  
Registered Professional  
Architect No. 8385

## EXHIBIT "C"

### Common Elements

- a. The land in fee simple.
- b. The common element driveway consisting of approximately 2043 square feet of land area including any walkways, landscaping, walls, fences, or any other improvements located on or under such common element roadway and area.
- c. The central and appurtenant installations for services such as power, light, gas, telephone, sewer, drainage, hot and cold water and like utilities which services more than one unit and any easements for such utility services.
- d. All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the Project.

### Limited Common Elements

The land area delineated and designated in the Condominium Map as limited common elements are limited common elements of a unit and consist of the following:

- a. Unit 1. The land area around and under Unit 1 which is delineated in the Condominium Map as a limited common element for Unit 1 is a limited common element of Unit 1 and is for the exclusive use of Unit 1 and consists of approximately 8,152 square feet.
- b. Unit 2. The land area around and under Unit 2 which is delineated in the Condominium Map as a limited common element for Unit 2 is a limited common element of Unit 2 and is for the exclusive use of Unit 2 and consists of approximately 3000 square feet.
- c. Unit 3. The land area around and under Unit 3 which is delineated in the Condominium Map as a limited common element for Unit 3 is a limited common element of Unit 3 and is for the exclusive use of Unit 3 and consists of approximately 4790 square feet.
- d. Unit 4. The land area around and under Unit 4 which is delineated in the Condominium Map as a limited common element for Unit 4 is a limited common element of Unit 4 and is for the exclusive use of Unit 4 and consists of approximately 5000 square feet.

e. Unit 5. The land area around and under Unit 5 which is delineated in the Condominium Map as a limited common element for Unit 5 is a limited common element of Unit 5 and is for the exclusive use of Unit 5 and consists of approximately 5,000 square feet. In the event an additional unit is added, the limited common element land area of Unit 5 can be divided or allocated between the existing Unit 5 and the new addition or the land area may be treated as the limited common element land area appurtenant on a non-exclusive basis for both units.

EXHIBIT "D"

Encumbrances Against Title

1. For real property taxes due and owing your attention is directed to the Director of Finance, City and County of Honolulu.

2. A right of way for a ditch in favor of the Wahiawa Water Company, Limited by Deed dated June 15, 1904, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 2.

3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Deed dated May 18, 1916, filed as Document No. 1024.

4. Mortgage dated January 28, 1999, in favor of First Hawaiian Bank, a Hawaii corporation, filed in said Office as Document No. 2519027.

5. Assignment of Rentals and Lessor's Interest in Leases dated January 28, 1999, recorded in favor of First Hawaiian Bank, a Hawaii corporation.

6. Financing Statement in favor of First Hawaiian Bank, a Hawaii corporation, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 99-017582.

UCC Financing Statement Amendment recorded on December 17, 2003, recorded in said Bureau, as Document No. 2003-278595.

7. Condominium Map No. 1601, as it may be amended from time to time, to which reference is hereby made, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii.

8. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Declaration of Condominium Property Regime recorded October 27, 2003, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 3053162.

9. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the By-Laws of the Association of Apartment Owners recorded October 27, 2003, filed in said Office, as Document No. 3053163.

## EXHIBIT "E"

### Summary of Sales Contract

The Sales Contract contains the purchase price, description and location of the apartment and other terms and conditions under which a Purchaser will agree to buy an apartment in the Project.

Among other things, the Sales Contract:

1. Provides a section for financing to be completed and agreed to by the parties which will set forth how Purchaser will pay the purchase price.
2. Identifies the escrow agent and states that purchaser's deposit will be held in escrow until the Sales Contract is closed or canceled.
3. Requires that Purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
4. Permits the Developer without the consent or approval of a purchaser to modify the Declaration, By-Laws Condominium Map or other documents provided that purchaser may cancel the Sales Contract and obtain a refund if such modification:
  - a. substantially and materially impairs the use and enjoyment of the apartment;
  - b. substantially and materially alters the arrangement of the rooms or usable space of an apartment or building;
  - c. renders unenforceable a purchasers' loan commitment;
  - d. increases the purchaser's share of common expenses or maintenance fees;
  - e. reduces the obligations of Developer of common expenses on unsold apartments.
5. Provides that the Developer is selling the apartments in "AS-IS WHERE-IS" condition. This means that the Developer is not making any warranties or representations with respect to the apartments and Project.
6. If purchaser dies (any one of them) prior to closing, Developer has the right to return purchaser's funds, less any escrow cancellation fees and cost, and cancel the Sales Contract.

7. Provides that the closing cost shall be paid as follows:
- a. By purchaser: title insurance, drafting of any note and mortgage, purchaser notary fees, recording fees, one half of escrow fees, and also a start fee for common expenses, if any.
  - b. By Developer: drafting of apartment deed and Developer notary fees, conveyance taxes, preliminary title report, and one half of escrow fees.

8. Provides the following remedies, in the event of default under the Sales Contract:

by purchaser:

- a. Developer may bring an action against purchaser for breach of contract;
- b. Developer may retain initial deposit;
- c. Purchaser shall be responsible for expenses incurred.

by Developer:

- a. Purchaser may bring an action against Developer for breach of Contract;
- b. Purchaser may bring an action compelling Developer to perform under contract;
- c. Developer shall be responsible for expenses incurred.

Any awards to the prevailing party in any action are subordinate to escrow's expenses.

9. Provides that purchaser may not assign his/her interest in the Sales Contract without the prior written consent of Developer.

The Sales Contract contains various other provisions which purchaser should become acquainted with.

## EXHIBIT "F"

### Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Escrow is TITLE GUARANTY OF HAWAII, INC. Under the Escrow Agreement dated October 27, 2003, these things will or may happen:

(a) Developer or Escrow will let purchasers know when payments are due and all monies received from a purchaser will be deposited in Escrow. Any interest earned on the deposits will belong to Developer.

(b) Escrow will arrange for purchasers to sign all necessary documents.

(c) The Escrow Agreement specifies when purchaser funds may be disbursed upon closing of a sale. The conditions include:

i) Escrow receives the purchasers' signed "Receipt for Public Report(s) and Notice of Right to Cancel";

ii) Escrow receives a certification from the Developer that the Sales Contract is effective and that the rescission right requirements in favor of purchasers have been complied with by the Developer; and

iii) The apartment deed conveying the unit to the purchaser has been recorded in the Bureau of Conveyances.

(d) The Escrow Agreement says under what conditions a refund will be made to a purchaser. Refunds can occur under the following situations:

i) If Purchaser elects to cancel the transaction in accordance with the "Receipt for the Final Public Report and Notice of Right to Cancel". The Receipt provides that purchasers may cancel the Sales Contract and purchaser is the Receipt is mailed or sent by telegram to Developer before (1) the apartment unit is conveyed to purchaser or (2) midnight of the 30th day after delivery of the Public Report(s) to me, whichever is earlier.

ii) The Developer and purchaser agree to terminate the Sales Contract;

iii) if the Developer exercises any right to cancel the transaction which it may have reserved.

NOTE: If a transaction is cancelled, the purchaser must return all documents to the Developer.

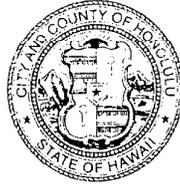
(e) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract. If a purchaser defaults, all deposits previously placed into Escrow will be forfeited by purchaser and Escrow may release such funds to Developer. See paragraph 11 of Escrow Agreement.

The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

**EXHIBIT "G"**  
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



ERIC G. CRISPIN AIA  
DIRECTOR

BARBARA KIM STANTON  
DEPUTY DIRECTOR

2003/ELOG-889(AS)

June 9, 2003

Mr. Abe Lee  
Abe Lee Realty  
1585 Kapiolani Blvd., Suite 814  
Honolulu, Hawaii 96814

Dear Mr. Lee:

Subject: Condominium Conversion Project  
215 Kellog Street  
Tax Map Key: 7-4-009: 040

This is in response to your letter dated March 8, 2003 requesting verification that the structures at the above-mentioned address met all applicable code requirements at the time of construction.

Investigation revealed that the two one-story single-family detached dwellings and the one-story three-dwelling unit apartment building met all applicable code requirements when they were constructed prior to 1960 on this 27,985-square foot, A-2 Apartment zoned lot. The all-weather surface driveway and 10 off-street parking spaces are permitted on this zoning lot.

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

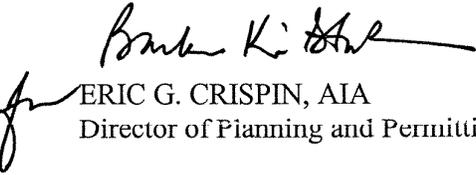
For your information, the Department of Planning and Permitting cannot determine all legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.

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

Mr. Abe Lee  
June 9, 2003  
Page 2

If you have any questions regarding this matter, please contact Mr. Ivan Matsumoto of our Commercial and Multi-family Code Enforcement Branch at 527-6341.

Sincerely yours,

  
ERIC G. CRISPIN, AIA  
Director of Planning and Permitting

EGC:ft

Doc 225870

## EXHIBIT "H"

### Developer's Reservations

The following is an excerpt of Paragraph 25.0 of the Declaration of Condominium Property Regime.

"25.0 DECLARANT RESERVATIONS. The Declarant, for a period of fifteen (15) years from the date this Declaration is recorded at the Bureau of Conveyances, reserves the right to add one more unit to each of Units 4 and 5 as further described in Paragraph 4.5 hereof. It being the current intention being that each of Units 4 and 5 can be developed into a duplex structure or two single family detached dwellings, or such other configuration permitted by law. In connection with such reservation, each owner of a unit in this Project, by acceptance of title to his or her unit, hereby agrees as follows:

(a) Each owner grants to the Declarant and its successors in interest and assigns (including any succeeding mortgagee) an irrevocable power of attorney, coupled with an interest, to act on behalf of the apartment owners to sign any joinder or other agreements and amendments and to execute, acknowledge and deliver such further instruments as may from time to time be required under any rights granted to, accruing to, or reserved by the Declarant under this Declaration or by the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, including the reallocation of percentage common interests and voting rights appurtenant to each of the apartment owners in the Project and execute such amendments to the Declaration, By-laws of the Association of Unit Owners, Condominium Map and apartment deeds as may be required from time to time for the purpose of carrying out and exercising its rights under this Paragraph 25.0 and Paragraph 4.5.

(b) Each owner acknowledges and consents to Declarant's reservation and right to construct, renovate, add, and complete the construction of condominium units, buildings, driveways, and all other improvements on or within the limited common element land areas appurtenant to Units 4 and 5 and in connection therewith reserves the right to use and excavate the surface and subsurface of the ground for the erection, construction and installation of said improvements and foundations, footings, floorings and basements, easements and rights of way.

(c) The creation of an additional apartment by the Declarant shall and the reduction in the common interest appurtenant to each unit shall be effective upon the completion of the new unit and upon the Declarant filing an amendment to this Declaration and the Condominium Map that describes such new unit. Upon recording of such amendment, the new apartment(s) so built or constructed shall be a part of the Project.

(d) Each owner consents and grants to the Declarant the right to locate, install, maintain, repair all utilities and utility lines and sewers necessary for such construction, reconstruction, maintenance and operation of the additional units. Declarant reserves the

right to grant to the City and County of Honolulu or any other utility provider easements or rights of way for ingress and egress to permit furnishing of municipal services and the right to convey or relinquish control to proper municipal authorities of all sewer mains, water mains and pipelines together with suitable easements or rights of way over the common driveway for the continued maintenance, repair, replacement and operation thereof and to enter into such agreements, filings or plattings with the City and County of Honolulu that may be required in connection with the development and construction of such additional two units.

(e) Each owner grants to Declarant an easement for the purposes of conducting extensive sales and marketing activities on the units and also for the creations of dust, noise, and other nuisances during the construction of the new improvements, provided, that Declarant shall cause the contractor to take reasonable measures to reduce or minimize the annoyances caused by such construction.

(f) The Declarant, shall have the right to extend the reservation period by up to an additional 15 years, subject, however to the following:

1. Declarant, shall not have previously exercised its rights hereunder;
2. Declarant, or its successor in interest, shall continue to be the owner of the Unit that has not otherwise been re-established or developed into two units;
3. Declarant shall cause an amendment to be made and recorded which extends the reservation period consistent with the terms of this Paragraph 25.0(f); and
4. Declarant shall notify the Real Estate Commission, State of Hawaii ("Commission"), that the extension has occurred which notice shall be in a form acceptable to the Commission."

NOTE: The Declaration of Condominium Property Regime was recorded on January 12, 2004.