CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Smith/Foti Development Limited Partnership
Business Address 212 Merchant Street, Suite 330, Honolulu, HI 96813

Project Name(*): Ewa Oceanside (for sale of Apartments 10, 12 and 13 only)
Address: 91-069 Fort Weaver Road, Ewa Beach, HI 96706

Registration No. 5378

Effective date: May 10, 2011
Expiration date: June 10, 2012

Preparation of this Report:

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

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

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

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

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

Type of Report:

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

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

_X_ **SUPPLEMENTARY: (pink)** This report updates information contained in the:
[ ] Preliminary Public Report dated: _____
[X] Final Public Report dated: June 21, 2006
[ ] Supplementary Public Report dated: _____

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

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104/0107

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required and attached to this report [X] 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.

[X] Changes made are as follows:

1. Only Apartments 10, 12 and 13 Are Covered. Although Ewa Oceanside is a 23-apartment condominium project, this Supplementary Public Report only covers the sale of Apartments 10, 12 and 13, because all of the other Apartments in the Project have been conveyed to third-party purchasers.

2. Amendment to Declaration. The Declaration of Condominium Property Regime for the Project was amended to reflect changes to Apartments 10, 12 and 13. Apartments 10, 12 and 13 are now shed apartments. Pursuant to the Declaration, the Developer (and other subsequent owners of Apartments 10, 12 and 13) has the right to remove the structures comprising Apartments 10, 12 and 13 and replace them with residential dwellings that shall comprise the Apartments. A further supplementary public report shall not be required to disclose the change of the shed apartments comprising Apartments 10, 12 and 13 to residential dwellings. Should the Developer replace the sheds with residential dwellings, the Developer shall provide prospective purchasers of Apartments 10, 12 and 13 with a copy of all amendments to the Declaration and to the Condominium Map that reflect the replacement of the shed structures with residential dwellings.

3. Amendment to Condominium Map. The Condominium Map for the Project was amended to reflect changes to the floor plans and elevations for Apartments 10, 12 and 13 and the locations of Apartments 10, 12 and 13 within their respective limited common element yard areas. See Exhibit A of this Public Report for a description of the floor areas of Apartments 10, 12 and 13. The Condominium Map's site plan was also amended to reflect the revised locations of Apartments 10, 12 and 13 within their respective limited common element yard areas.

4. Title Reports. The title reports covering Apartments 10, 12 and 13 have been updated (see page 14).

5. Water and Sewer. Water and sewer system usage by each Apartment is measured by sub-meters that are read by the Project's managing agent. The managing agent shall include in each Apartment's monthly maintenance fee invoice a line item for that Apartment's actual water and sewer system use. After collecting water and sewer system use payments from the Apartment owners, the managing agent shall send a single payment to the Board of Water Supply covering the water and sewer system use for the Project. As such, although each Apartment's water and sewer system use payments will be made to the Association via the managing agent, water and sewer system use is not a common expense that is included in the Association's maintenance fees or that is allocated based on each Apartment's common interest.

6. Encumbrances. The list of encumbrances affecting Apartments 10, 12 and 13 has been updated (see Exhibit E).

7. Maintenance Fees. The current maintenance fees for Apartments 10, 12 and 13 are reflected in Exhibit F.

8. Real Estate Broker. The real estate broker who will handle sales of Apartments 10, 12 and 13 is reflected on page 5.

9. General Contractor. The general contractor for Apartments 10, 12 and 13 is reflected on page 5.

NOTE: Prospective purchasers are urged to read the note at the bottom of page 10 and Exhibit L with care, as construction of all improvements must comply with the terms of the attached permits and the amendment thereto dated November 22, 2004. Also, a careful reading of the Additional Information on pages 20-20d is recommended.

SPECIAL ATTENTION SHOULD BE GIVEN TO THE ADDITIONAL INFORMATION (BEGINNING ON PAGE 20) AND THE SUMMARY OF RIGHTS RESERVED TO THE DEVELOPER (EXHIBIT I)

SPECIAL ATTENTION

Ewa Oceanside is a CONDOMINIUM PROJECT, not a subdivision. The Yard Areas beneath and immediately appurtenant to the apartments are designated as LIMITED COMMON ELEMENT appurtenant to the respective apartments and do not represent legally subdivided lots. The walls, fences and dashed lines shown on the condominium map between the limited common element Yard Areas of the apartments should not be construed to be the property lines of legally subdivided lots.

This public report does not constitute approval of the Project by the Real Estate Commission, or any other governmental agency, nor does it ensure that all applicable County codes, ordinances and subdivision requirements have necessarily been complied with.

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

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EXHIBIT A:	Description of Buildings
EXHIBIT B:	Permitted Alterations
EXHIBIT C:	Common Elements
EXHIBIT D:	Limited Common Elements
EXHIBIT E:	Encumbrances Against Title
EXHIBIT F:	Maintenance Fees and Maintenance Fee Disbursements
EXHIBIT G:	Summary of Sales Contract
EXHIBIT H:	Summary of Escrow Agreement
EXHIBIT I:	Reserved Rights
EXHIBIT J:	Condominium Map (site plan only)
EXHIBIT K:	Common Interests
EXHIBIT L:	Copies of Existing Use Permit, Special Management Area (Minor) Permit and Amendment

General Information On Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

I. PERSONS CONNECTED WITH THE PROJECT

Developer: Smith/Foti Development Limited Partnership
Name*
212 Merchant Street, Suite 330
Business Address
Honolulu, Hawaii 96813
Phone: (808) 524-3551 (Business)

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

Smith/Foti Development, Inc.
Eric Smith (President and Treasurer)
John Foti (Vice President and Secretary)

Real Estate Broker*: REO Realty, LLC (dba Realty Executives Oahu)
Name
1920 Ala Moana Blvd., Suite 102
Business Address
Honolulu, HI 96815
Phone: (808) 949-0020 (Business)

Escrow: Old Republic Title & Escrow of Hawaii
Name
733 Bishop Street, Suite 2600 and 2700
Business Address
Honolulu, Hawaii 96813
Phone: (808) 566-0100 (Business)

General Contractor*: 3Builders, Inc.**
Name
P.O. Box 1185
Business Address
Waialua, Hawaii 96791
Phone: (808) 637-7532 (Business)

** This is the contractor that constructed the improvements comprising Apartments 10, 12 and 13.

Condominium Managing Agent*: Hawaiiana Management Company, Ltd.
Name
Pacific Park Plaza, Suite 700, 711 Kapiolani Blvd.
Business Address
Honolulu, Hawaii 96813
Phone: (808) 593-9100 (Business)

Attorney for Developer: Schneider Tanaka Radovich Andrew & Tanaka, LLLC
Name
1100 Alakea Street, Suite 2100
Business Address
Honolulu, Hawaii 96813
Attn: David F. Andrew
Phone: (808) 792-4200 (Business)

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

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

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

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

The Declaration for this condominium is:

[ ] Proposed

[ ] Recorded - Bureau of Conveyances: Document No. _____
Book _____ Page _____

[X] Filed - Land Court: Document No. 3221021

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

1. First Amendment to Declaration of Condominium Property Regime of Ewa Oceanside (Amendment to Condominium Map No. 1691), dated August 18, 2005, recorded in the Land Court as Document No. 3315128.
2. Second Amendment to Declaration of Condominium Property Regime of Ewa Oceanside, dated December 7, 2005, recorded in the Land Court as Document No. 3366564.
3. Third Amendment to Declaration of Condominium Property Regime of Ewa Oceanside, dated May 4, 2006, recorded in the Land Court as Document No. 3424537.
4. Fourth Amendment to Declaration of Condominium Property Regime of Ewa Oceanside, dated June 5, 2006, recorded in the Land Court as Document No. 3438110.
5. Fifth Amendment to Declaration of Condominium Property Regime of Ewa Oceanside (Amendment to Condominium Map No. 1691), dated April 14, 2011, recorded in the Land Court as Document No. 4065156.

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. _____

[X] Filed - Land Court Condo Map No. 1691

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

1. First Amendment to Declaration of Condominium Property Regime of Ewa Oceanside (Amendment to Condominium Map No. 1691), dated August 18, 2005, recorded in the Land Court as Document No. 3315128.
2. Fifth Amendment to Declaration of Condominium Property Regime of Ewa Oceanside (Amendment to Condominium Map No. 1691), dated April 14, 2011, recorded in the Land Court as Document No. 4065156.

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

The Bylaws for this condominium are:

[ ] Proposed

[ ] Recorded - Bureau of Conveyances: Document No. _____
Book _____ Page _____

[X] Filed - Land Court: Document No. 3221022

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

First Amendment to Bylaws of the Association of Apartment Owners of Ewa Oceanside, dated May 4, 2006, recorded in the Land Court as Document No. 3424538.

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 [X] 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:

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%*	75%
Bylaws	65%	65%
House Rules	---	Majority Vote of Board

* 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.

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

See EXHIBIT I to this public report.

III. THE CONDOMINIUM PROJECT

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

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

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

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

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

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

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

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

For Sub-leaseholds:

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

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

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

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

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

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

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

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

[ ] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

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

B. **Underlying Land:**

Address: 91-069 Fort Weaver Road
Ewa Beach, Hawaii 96706

Tax Map Key (TMK): (1) 9-1-005:11, CPR Nos. 10, 12 and 13*
*for Apartments 10, 12 and 13

[ ] Address [ ] TMK is expected to change because _____

Land Area: 2.819 [ ] square feet [X] acre(s) Zoning: R-5 Residential

Fee Owner: Ewa Oceanside, LLC
Name

Lessor: N/A
Name

Business Address

C. **Buildings and Other Improvements:**

1. [X] New Building(s) (Apartments 10, 12 and 13)
[ ] Conversion of Existing Building(s)
[ ] Both New Building(s) and Conversion

2. Number of Buildings: 3 (Apts. 10, 12 and 13)* Floors Per Building: One

*There are 23 buildings in the Project, but three buildings comprise Apartments 10, 12 and 13.

[X] Exhibit A contains further explanations.

3. Principal Construction Material:

[ ] Concrete [ ] Hollow Tile [X] Wood

[X] Other Apartments 10, 12 and 13 are sheds made of plastic and/or other composite materials

4. Uses Permitted by Zoning:

		No. of Apts.*	Use Permitted By Zoning	
[X]	Residential	3	[X] Yes**	[ ] No
[ ]	Commercial		[ ] Yes	[ ] No
[ ]	Mix Res/Comm		[ ] Yes	[ ] No
[ ]	Hotel		[ ] Yes	[ ] No
[ ]	Timeshare		[ ] Yes	[ ] No
[ ]	Ohana		[ ] Yes	[ ] No
[ ]	Industrial		[ ] Yes	[ ] No
[ ]	Agricultural		[ ] Yes	[ ] No
[ ]	Recreational		[ ] Yes	[ ] No
[X]	Other: Shed	3	[X] Yes**	[ ] No

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

*Note: Although there are 23 apartments in the project, just three apartments are covered by this Report.
**Note: On July 19, 2004, the developer obtained Existing Use Permit No. 2004/EU-11 (the "EUP") and Special Management Area (Minor) Permit No. 2004/SMA-47 (the "SMA Permit") from the Department of Planning and Permitting (the "DPP") of the City and County of Honolulu. The EUP and the SMA Permit were amended by a letter from the DPP dated November 22, 2004. Copies of the EUP, the SMA Permit and the letter amendment are attached to this Report as Exhibit L. The EUP is "conditional" because it requires the Developer and individual apartment owners to fulfill certain additional obligations at the Project. The EUP permits individual purchasers to restore their apartments after destruction, provided various criteria are met to the satisfaction of the DPP. Those criteria include, without limitation, that the restoration be permitted by the Building Code and Flood Hazard Regulations, that the restoration is started within two years, that the DPP approves of the size of the restored apartment and that the DPP determines that Special Management Area requirements are met. Major modifications to the Project or to multiple apartments by an individual owner may be construed as development and may require a cluster permit covering all or portions of the Project and/or a minor or major SMA permit. The sheds currently comprising Apartments 10, 12 and 13 are temporary construction sheds. Section 18-3.1 of the Land Use Ordinance of the City and County of Honolulu exempts such sheds from the need for a building permit. The sheds currently comprising Apartments 10, 12 and 13 may be removed and replaced with dwellings.

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: Up to 2 dogs and up to 2 cats per apartment are allowed, subject to the Board's ability to require the removal of pets that cause a nuisance or unreasonable disturbance to another occupant (See Section 12.1 of the Bylaws.)

[X] Number of Occupants: For residential apartments, occupancy is limited by what is allowed under applicable laws and regulations.

[X] Other: No parking in the common element roadway. Other use restrictions are set forth in the Declaration, the Bylaws and rules adopted for the project.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)*	(Identify)
See Exh. "A"	See Exh. "A"	See Exh. "A"	See Exh. "A"	See Exh. "A"	See Exh. "A"

Total Number of Apartments: 3**

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

The floor areas shown are approximate only.

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.

The Developer makes no representations or warranties as to the floor area of any particular apartment.

**Note: Although there are 23 apartments in the project, just three apartments are covered by this Report.

Boundaries of Each Apartment: Each Apartment includes, but is not limited to, the footings or slab, if any, on which it is constructed, exterior steps, stairs, landings and railings, if any, the exterior walls and roof, all interior walls, floors, ceilings, columns and partitions, and the finished surfaces thereof, the doors and door frames, windows and window frames, the air space within the perimeters of the Apartment, all fixtures, if any, that are part of the Apartment, and all pipes, plumbing (including any water heaters), wires, conduits and other utility or service lines and facilities, if any, servicing only the Apartment. Each Apartment shall not include any pipes, shafts, wires, conduits or other utility or service lines running through such Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as provided in the condominium declaration.

Permitted Alterations to Apartments: SEE EXHIBIT B

Apartments Designated for Owner-Occupants Only:
Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has _____ elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 6 (for Apartments 10, 12 and 13)

	Regular Covered	Regular Open	Compact Covered	Compact Open	Tandem Covered	Tandem Open	TOTAL
Assigned (for each unit)	0	2					6
Guest							0
Unassigned							0
Extra for Purchase							0
Other: _____							0
Total Covered & Open:	2		0		0		6

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.

* Parking will be at locations to be determined by the respective Apartment Owners within the Limited Common Element Yard Area appurtenant to the Apartment.

[ ] 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)

[X] Other: Common mailbox area; common element roadway and common element pathway

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

[X] There are no violations.* [ ] Violations will not be cured.

[ ] Violations and cost to cure are listed below: [ ] Violations will be cured by _____ (Date)

*The dwellings comprising Apartments 10, 12 and 13 were subsequently removed and replaced with sheds, although the sheds will later be removed and replaced with single-family dwellings. See the Additional Information section starting on page 20 for further information.

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):

Not applicable to Apartments 10, 12 and 13, which are newly constructed sheds. No representations of any kind are made and no warranties, express or implied, are given as to the structures. Developer is selling the Apartments in "AS IS" condition. Buyers are advised to carefully inspect the Apartments to determine the scope and cost of required removal, repair and reconstruction. Buyers are also advised to investigate (including by contacting the City and County of Honolulu) whether and to what extent such removal, repair and reconstruction are allowed to be made to the Apartment.

11. Conformance to Present Zoning Code

a. [X] No variances to zoning code have been granted. *

[ ] Variance(s) to zoning code was/were granted as follows:

*Although technically not variances, the DPP did issue the EUP and the SMA Permit covering the Project, both of which are more fully described in the Additional Information section starting on page 20. The sheds currently comprising Apartments 10, 12 and 13 are temporary construction sheds. Section 18-3.1 of the Land Use Ordinance of the City and County of Honolulu exempts such sheds from the need for a building permit.

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.

	Conforming	Non-Conforming	Illegal
Uses		X*	
Structures		X*	
Lot	X		

*The existence of more than two single-family dwelling buildings on a single legal parcel is a legal non-conforming use, because current zoning laws only allow two single-family dwelling buildings on a single parcel. Pursuant to Existing Use Permit No. 2004/EU-11 (the "EUP") issued by the DPP on July 19, 2004, 23 residential dwelling buildings and their uses are permitted. See the Additional Information section starting on page 20 for further information. Due to the age of the dwellings, it is likely that they were built under building codes and ordinances that are no longer in effect, making them non-conforming structures.

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:

[X] described in Exhibit C.

[ ] as follows:

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

[ ] There are no limited common elements in this project.

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

[X] described in Exhibit D*.

[ ] 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:

[X] described in Exhibit K.

[ ] 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 E describes the encumbrances against the title contained in the title reports dated April 15, 2011 (Apartment 10), April 15, 2011 (Apartment 12), and April 15, 2011 (Apartment 13), and issued by Old Republic Title & Escrow of Hawaii.

Blanket Liens:

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

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

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

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

Type of Lien	Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed **Prior to Conveyance**
Mortgages	The Buyer's contract will be subject to cancellation and the Buyer may not be able to purchase the apartment, but all deposits made by the Buyer will be refunded, less an escrow cancellation fee.

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:

Developer is selling the Apartments in "as is" condition. Developer is giving no warranties whatsoever to apartment purchasers regarding the construction, materials or workmanship of the Apartments.

2. Appliances:

Not Applicable.

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

Apartments 10, 12 and 13, which are the only Apartments subject to this Supplementary Public Report, were constructed within their respective limited common element yard areas on or about March 5, 2011.

H. **Project Phases:**

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

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

IV. CONDOMINIUM MANAGEMENT

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

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

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

[X] not affiliated with the Developer
[ ] self-managed by the Association of Apartment Owners
[ ] the Developer or 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, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

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

Exhibit F contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).*

*NOTE: The amount of the premiums for fire and flood insurance for the Apartments will be included in the maintenance fees that each Apartment owner must pay to the Association. While ordinary maintenance fees are allocated based on an Apartment's common interest in the Project, premiums for fire and flood insurance shall be based on the estimated replacement cost of the apartment. Therefore, the higher the replacement cost of an apartment, the higher the premiums. See Exhibit F of this Public Report for a breakdown of how fire and flood insurance premiums will be allocated among the apartments. Further, ordinary maintenance fees will not include premiums for liability insurance covering the apartments, but they will cover premiums for liability insurance covering the common elements of the project.

NOTE: The Estimated Maintenance Fee Disbursements have been compiled on behalf of the Developer on the basis of standard budget assumptions. Although every effort has been made to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market may change. The buyer must be aware that such amounts are only estimates and may change for reasons beyond the control of Developer, and, by taking title to an apartment, the buyer accepts and approves any such changes. The buyer must also be aware that such estimates do not include the buyer's obligation for payment of real property taxes. The buyer understands that such estimates are not intended to be and do not constitute any representation or warranty by the Developer, including but not limited to any representation or warranty as to the accuracy of such estimates. The Developer advises that costs and expenses of maintenance and operation of a condominium project are very difficult to estimate initially and even if such maintenance charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Maintenance charges can vary depending on services desired by apartment owners. Buyers should examine the maintenance charges schedule to see what services are included in the schedule. Buyers should also be aware that the estimates provided are as of the date reflected in the schedule and do not reflect the actual charges that may be incurred upon the formation of the Association and the actual contracting for such services such as insurance and maintenance, etc.

C. **Utility Charges for Apartments:**

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

[ ] None [ ] Electricity (___ Common Elements only ___ Common Elements & Apartments)

[ ] Gas (___ Common Elements only ___ Common Elements & Apartments)

[ ] Water*# [X] Sewer*# [ ] Television Cable

[X] Other Private refuse collection**

*Water and sewer lines have been stubbed to the edge of the respective limited common element Yard Area for Apartments 10, 12 and 13, but have not been connected to any of the improvements for those Apartments. The buyers of each of those Apartments will be responsible, at their respective expense, for connecting the stubbed-out water and sewer lines to the improvements comprising their respective Apartments. Further, electric and telephone service is available for Apartments 10, 12, and 13 through the appropriate service providers. The buyers of each of those Apartments will be responsible, at their respective expense, for getting any permits required to obtain utility services and for paying for the connection of utilities to their Apartments. Even after a residential dwelling is constructed for each of Apartments 10, 12 and 13, each such apartment cannot be used for residential purposes until those connections are completed and made. See the Additional Information section beginning on Page 20 of this Report for more information on utility hookups for the Apartments.

#Water and sewer system usage by each Apartment is measured by sub-meters that are read by the Project's managing agent. The managing agent shall include in each Apartment's monthly maintenance fee invoice a line item for that Apartment's actual water and sewer system use. After collecting water and sewer system use payments from the Apartment owners, the managing agent shall send a single payment to the Board of Water Supply covering the water and sewer system use for the Project. As such, although each Apartment's water and sewer system use payments will be made to the Association via the managing agent, water and sewer system use is not a common expense that is included in the Association's maintenance fees or that is allocated based on each Apartment's common interest.

**See the Additional Information section beginning on Page 20 of this Report for more information on private refuse collection for the Apartments.

V. MISCELLANEOUS

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

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

[X] Notice to Owner Occupants

[X] Specimen Sales Contract
Exhibit G contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated March 10, 2004 (amended May 5, 2004 and April 7, 2006)
Exhibit H 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. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov
Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs
Website to access rules: www.hawaii.gov/dcca/har

This Public Report is a part of Registration No. 5378 filed with the Real Estate Commission on May 20, 2004.

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

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C. **Additional Information Not Covered Above**

1. **DISCLAIMER BY FEE OWNER.**

The land and the improvements comprising the project are owned in fee simple by Ewa Oceanside, LLC, a Hawaii limited liability company ("EOL"). Pursuant to a Development Agreement dated December 1, 2004, between EOL and the Developer, the Developer has the right to develop the project and sell the apartments. The apartment deeds conveying the apartments to third party buyers will be signed by both EOL (as the fee owner) and the Developer (as the Developer).

EOL has joined in the execution of the Declaration and the Bylaws for the limited purpose of submitting its fee simple ownership of the land to the Condominium Property Regime. EOL did not prepare the condominium documents for the Project, or any part thereof, and has not monitored and will not monitor the use and occupancy of the Project. EOL is not making, and does hereby disclaims, any and all warranties, express or implied, relating to any of the improvements situated on the land, including, without limitation, any warranty of merchantability, habitability, and any warranty for fitness of any particular use or purpose. Apartment owners and their successors and assigns agree to waive any and all claims, rights, or causes of action they may have against EOL arising out of or relating to any real or personal property interest in any portion of the improvements.

2. **EXISTING USE PERMIT.**

On July 19, 2004, the developer obtained Existing Use Permit No. 2004/EU-11 (the "EUP") from the Department of Planning and Permitting (the "DPP") of the City and County of Honolulu. The EUP was amended by a letter from the DPP dated November 22, 2004, and may be amended further. Copies of the EUP and the letter amendment are attached to this Report as part of Exhibit L. (The EUP is "conditional" because it requires the Developer and individual apartment owners to fulfill certain additional obligations at the Project.) Among other things, the EUP permits individual purchasers to restore their apartments after destruction, provided various criteria are met to the satisfaction of the DPP. Those criteria include, without limitation, that the restoration be permitted by the Building Code and Flood Hazard Regulations, that the restoration be started within two years, that the DPP approves of the size of the restored apartment and that the DPP determines that Special Management Area requirements are met. Major modifications to the Project or to multiple apartments by an individual owner may be construed as development and may require a cluster permit covering all or portions of the Project and/or a minor or major SMA permit.

Note that when the EUP refers to unit and building nos. 1, 2, 5, 6, 8, 15 and 24, it is referring to Apartment Nos. 15, 13, 12, 18, 8, 10 and 11, respectively. The numbering system used by the DPP differs from the numbering system used to identify the condominium apartments.

It is important to note that, except with respect to those items identified in Condition No. 5(a) of the EUP, the developer shall not be liable or responsible for performing any work required to be performed under the EUP specific to any individual apartments or limited common element yard areas. For example, the developer will not be responsible for fulfilling the requirements of item 7 in DPP's November 22, 2004 letter amending the EUP, which calls for the paving of parking spaces and driveways within limited common element yard areas with an all-weather surface.

Buyers are encouraged to read the EUP carefully to determine how its requirements will or may affect the Buyer's interest in an Apartment and the Buyer's intended use of the Apartment. Buyers are also encouraged to contact the DPP if they have any questions or concerns about the effect of the EUP on what can be done to the apartment they are considering buying.

3. **NOT A SUBDIVISION.**

Ewa Oceanside is a condominium project, not a subdivision. The Limited Common Element Yard Areas appurtenant to the Apartments are not subdivided lots, and prospective purchasers should be aware that by purchasing an apartment in the Project, they are NOT purchasing a subdivided lot.

4. **ACCESS TO THE APARTMENTS.**

Access to the Apartments from Fort Weaver Road is via the common element roadway located within the project.

5. **FENCES MAY NOT COINCIDE WITH BOUNDARIES OF YARD AREAS/MAINTENANCE RESPONSIBILITIES.**

Yard Areas are not legally subdivided lots and are defined by the metes and bounds descriptions shown on the Condominium Map. Any fences that may be located within a Yard Area may not coincide with the metes and bounds descriptions of the Yard Areas shown on the Condominium Map. As a result, the size and configuration of an Apartment's Yard Area are not necessarily defined by the fences, if any, located to the rear and sides of the Apartment. Depending on how the location of a fence relates to the metes and bounds description of a Yard Area, a Yard Area may be smaller or larger than what is indicated by the physical location of the fence.

If a fence located between two different Apartments' Yard Areas is not on the boundary line between the Yard Areas of those two Apartments (as determined by the metes and bounds description shown on the Condominium Map) and, thus, such fence encroaches into one or both of the Yard Areas, then an easement shall exist for such encroachment and its maintenance for so long as the encroachment continues. Notwithstanding any such encroachment by a fence, the fence itself shall be a limited common element appurtenant to the two Apartments. As such, except as set forth in the Declaration or the Bylaws, the costs associated with such fence shall be allocated in accordance with Section I.1(b) of the Declaration, which provides that all costs and expenses related to a shared limited common element shall be charged to and divided among each of the Owners of such Apartments in the proportion that the common interest appurtenant to each Apartment bears to the total common interest of all such Apartments.

If fifty percent or more of a fence that encroaches into the Yard Area of an Apartment shall ever be removed, destroyed, or knocked down, then, if that fence is repaired and erected or if another fence is erected in its place, such fence shall be placed entirely on the boundary line between the two Yard Areas in accordance with the metes and bounds descriptions of the respective Yard Areas shown on the Condominium Map.

There is no requirement that a fence be located between the Yard Areas of two adjoining Apartments. However, either one of the Owners of the Apartments, individually, or the Owners of both Apartments, jointly, can decide to erect a repaired or new fence where fifty percent or more of the fence has been removed, destroyed, or knocked down. The cost to erect such repaired or new fence shall be paid by the Owner or Owners desiring to erect the repaired or new fence. In other words, if one of the Apartment Owners desires to erect a new or replacement fence, but the other Apartment Owner does not desire to erect a new or replacement fence, then the Apartment Owner desiring the fence shall be entitled to choose the style and color of the fence (provided it meets all applicable requirements and restrictions) and shall pay all costs for erecting such new or replacement fence. If both of the Apartment Owners desire to erect a new or replacement fence, then they shall, together, choose the style and color of the fence (provided it meets all applicable requirements and restrictions) and the costs for erecting such new or replacement fence shall be allocated between the Owners in accordance with Section I.1(b) of the Declaration. Irrespective of who erects and/or pays for the new or replacement fence, the new or replacement fence shall be a limited common element appurtenant to both Apartments and the costs for maintaining and repairing the new or replacement fence shall be allocated in accordance with Section I.1(b) of the Declaration.

6. **PRIVATE REFUSE COLLECTION SERVICE.**

Because City-operated refuse collection trucks may not be able to access the Apartments, the owners of the Apartments will have to pay a monthly fee to have a private refuse collection service haul the refuse associated with their Apartments. That fee will be part of the maintenance fees paid by the Apartment Owners.

7. **SHORELINE SETBACK.**

Portions of the Limited Common Element Yard Areas appurtenant to Apartments 10, 11, 12 and 13 front the ocean. According to the DPP, the project is subject to the shoreline setback requirements of Chapter 23 of the Revised Ordinances of Honolulu. As such, any and all construction within the Project must be consistent with those requirements and outside of the applicable shoreline setback area. The 55-foot shoreline setback "waiver line" shown on the Condominium Map will apply unless a certified shoreline map is obtained from the State of Hawaii, in which event the 40-foot shoreline setback shown on the Condominium Map may apply.

8. **SPECIAL MANAGEMENT AREA.**

The project is within the Special Management Area ("SMA"). As such, a minor SMA permit will be required for any improvements the cost of which does not exceed $125,000 (the SMA rules and threshold amount are subject to change). A major SMA permit will be required if the cost of the improvements exceeds $125,000. Also, any future improvements that exceed the scope of alterations, additions or modifications permitted by the Existing Use Permit (see above) may require a major SMA permit. Buyers are encouraged to investigate whether the scope of any

removal, construction, remodeling or rebuilding they may perform on their apartment would constitute "development" under the SMA laws, rules and regulations and, thus, subject to SMA requirements.

On July 19, 2004, the developer obtained Special Management Area (Minor) Permit No. 2004/SMA-47 (the "SMA Permit") from the DPP. The SMA Permit was amended by a letter from the DPP dated November 22, 2004. Copies of the SMA Permit and the letter amendment are attached to this Report as part of Exhibit L. The SMA Permit allows the developer to make the improvements it intends to make with respect to the project, provided certain criteria are met.

9. **FLOOD PLAIN/TSUNAMI INUNDATION ZONE**.

Buyers are advised and warned that the Project lies within a flood plain and a tsunami inundation zone and that there are risks inherent in such a location. Buyers are also advised and warned that areas within such flood zones have a higher risk of flooding, with a corresponding increased risk of injury to persons and damage to property caused by flooding, than properties not located in such flood zones. During times of flooding, occupants of the Apartments may be subject to various inconveniences resulting from such flooding.

Any reconstruction of the Apartments must comply with applicable flood requirements and should consider the possibility of tsunamis.

Before purchasing an Apartment, buyers must consider and evaluate the possible negative effects of their Apartment being located in a flood plain and a tsunami inundation zone, and the costs of flood insurance. Buyers and Apartment Owners assume all risks associated with flooding.

10. **FIRE AND FLOOD INSURANCE**.

It is important for buyers to know that each Apartment Owner must have fire and flood insurance covering his or her Apartment. As such, each Apartment Owner will be required to pay for fire and flood insurance premiums covering his or her Apartment. Unless and until the Association elects to allow Apartment Owners to obtain and pay for their own insurance directly to the insurer or through the Owner's mortgage lender, Apartment Owners will be required to pay the premiums for such insurance through the Association. The amount of the premiums shall be based on the estimated replacement cost of the Apartment, rather than on the common interest appurtenant to the Apartment. Therefore, the higher the replacement cost of an Apartment, the higher the premiums. So, for example, if a new or bigger Apartment is constructed in place of the current Apartment, the fire and flood insurance premiums for that Apartment will be higher. See Exhibit F of this Public Report to see how fire and flood insurance premiums will be allocated among the Apartments initially.

11. **EWA HIGHWAY MASTER PLAN**.

The project is within the jurisdiction of the Ewa Highway Master Plan. As such, construction of new dwellings on the property may be subject to the Ewa Highway Master Plan impact fee. The impact fee is assessed by the City when a building permit for a new dwelling is issued and is to be paid by the Apartment Owner doing the building. The amount of the impact fee is based on the value of the proposed improvements, as reflected in the building permit application. All aspects of the impact fee are subject to change and are outside of the control of the developer.

12. **ENCROACHMENTS**.

According to a letter dated February 9, 2004 from Kazutaka Saiki, Licensed Professional Land Surveyor with Sam O. Hirota, Inc., a survey of the property shows that the property is subject to the following encroachments:

a. The chain link fence along the northerly boundary bordering Fort Weaver Road extends into Fort Weaver Road.

b. The hollow tile wall along the east side fronting Fort Weaver Road extends into Fort Weaver Road.

c. A chain link fence extends into Fort Weaver Road at the northeast corner of the property.

d. Along the easterly boundary bordering Ewa Beach Park, a portion of the chain link fence for the Park extends into the property.

e. The hollow tile wall (with a wooden fence on top) along the westerly boundary crosses into the property and the adjoining parcel. The ownership of the wall is unknown.

13. **ASBESTOS/HAZARDOUS MATERIALS.**

The developer neither prepared nor commissioned a Phase 1 Environmental Site Assessment and makes no representations or warranties whatsoever with respect to matters that might or would be disclosed by such an assessment. The developer has made no independent investigation as to asbestos or other hazardous substances in the apartments or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws.

14. **NUISANCES/HAZARDS/DISCLOSURES.**

Purchasers are advised to carefully review and consider Section 7 of the Sales Contract for a list of important disclosures relating to the Project and the apartments.

15. **DISPUTE RESOLUTION.**

Except as specifically permitted in the Declaration and the Sales Contract, no judicial or administrative (inclusive of arbitration) proceeding shall be commenced or maintained by any purchaser, the Managing Agent, the Board, or the Association, individually or collectively.

16. **ADJACENT PARK AND BEACH USE.**

The Project is adjacent to a public park and a public beach. As such, use of such park and beach by the public may result in security issues and concerns for the Project, in general, and the individual apartments in particular. Public use of such park and beach may also result in noise, trespassing, some lack of privacy and other nuisances.

17. **NO REPRESENTATIONS REGARDING LAND AREA OF SHORELINE YARD AREAS.**

Purchasers should note that shoreline boundaries are established in accordance with Hawaii law, and are subject to change as a result of erosion and accretion. Purchasers should also note that the shoreline boundary of portions of the Project (including, possibly, the yard area appurtenant to certain of the apartments) may change as a result of erosion, thereby resulting in a reduction in size of the area of the Project and the yard area. The Developer makes absolutely no representations or warranties concerning the location of the shoreline boundary of the Project or of any yard area, or the size of any yard area defined by the shoreline boundary, as shown on or referenced on the Condominium Map or any promotional or other materials for the Project.

18. **FIRE HYDRANT.**

The Developer will activate the Project's fire hydrant, which is located along the common element roadway in front of Apartment 16.

19. **UTILITIES FOR APARTMENTS 10, 12 AND 13.**

Water and sewer lines have been stubbed to the edge of the respective limited common element Yard Area for Apartments 10, 12 and 13, but have not been connected to any of the improvements for those Apartments. The buyers of each of those Apartments will be responsible, at their respective expense, for connecting the stubbed-out water and sewer lines to the improvements comprising their respective Apartments. Further, electric and telephone service is available for Apartments 10, 12, and 13 through the appropriate service providers. The buyers of each of those Apartments will be responsible, at their respective expense, for getting any permits required to obtain utility services and for paying for the connection of utilities to their Apartments. Apartments 10, 12 and 13 cannot be used for residential purposes until those connections are completed and made. A very rough estimate of what it might cost to have those utilities connected is $5,000 per Apartment. It is important to note that that figure is an estimate, that costs are likely to increase over time and that the Developer makes no representations or warranties regarding such costs.

20. **APARTMENTS 10, 12 AND 13: RESPONSIBILITY FOR WATER AND SEWER LINES; SEWER PUMPS.**

a. Water and Sewer Lines. With respect to Apartments 10, 12 and 13, the Developer shall stub out water and sewer lines (from the main lines within the common element roadway) to the boundary of the common element roadway with the respective Yard Areas of those Apartments. The Developer is not

and shall not be responsible for construction, connection, maintenance, repair or replacement of any water or sewer lines within the Yard Areas or Apartments of Apartments 10, 12 or 13.

b. Sewer Pumps. The owners of Apartments 10, 12 and 13 may each need to purchase and install their own holding tank and sewer pump, which may be needed to store and pump sewage from the respective Apartments to the sewer line within the common element roadway. The sewer pump for each of those apartments must be located within the respective limited common element yard areas of the apartments (not within the common elements of the project) and would be owned by the respective apartment owners. As such, the pumps would be limited common elements appurtenant to the respective apartments and the owners of apartments 10, 12 and 13 would be fully responsible for maintaining and repairing (in addition to installing and connecting) the pumps. The buyers of Apartments 10, 12 and 13 are encouraged to contact an engineer and any other consultant they may deem necessary to help them investigate the necessity, cost, availability and specifications for such equipment.

21. **FENCE MASTER PLAN.**

The Project is covered by a fence master plan, which has been approved by the DPP. Pursuant to the DPP and the fence master plan, no fences are permitted within the 40-foot shoreline setback area, fences adjacent to the common element roadway shall be set back a minimum of two feet and landscaped with hedge on the street side, and new perimeter fencing and fencing along the common element roadway shall be of open material and screened with a hedge and maintained in a healthy condition. Vinyl or wood fence materials (i.e., pickets, boards, frets) that are spaced close together are not acceptable. If these materials are used, then the materials cannot be wider than 1.5 inches and must be spaced at least four inches apart. Further, perimeter fencing facing the beach, the beach park and the street must be constructed in the same design and material (i.e., be the same fence). There may be other requirements and restrictions as well. These requirements and restrictions are subject to more stringent requirements set forth in the Declaration, Bylaws and/or Rules.

22. **TREES ON BOUNDARY OF APARTMENT 11'S YARD AREA.**

Two palm trees are located on the boundary between the limited common element Yard Area of Apartment 11 and the common element pathway to the beach. The trees are considered common elements of the Project and the Association of Apartment Owners will be responsible for maintenance of the trees.

23. **CITY & COUNTY TAX RECORDS.**

The City & County of Honolulu has begun assessing real property taxes against the individual Apartments. However, the assessments are based on the sizes of the Apartments' respective limited common element Yard Areas as they existed under the Project's original condominium declaration. The City's assessments have not been revised to account for the fact that the first amendment to the declaration amended the sizes of the limited common element Yard Areas. Unless and until the City revises its assessment calculations and allocations, there may be a discrepancy between the amount of your real property tax assessment and the size of your limited common element Yard Area.

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.

Smith/Foti Development Limited Partnership
Printed Name of Developer

By: Smith/Foti Development, Inc.
Its General Partner

By: _____ 9/14/11
Duly Authorized Signatory* Date

John Foti, Vice President
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

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

EXHIBIT A

DESCRIPTION OF BUILDINGS AND APARTMENTS

The Project consists of 23 buildings, located as shown on the Condominium Map. Each building contains one apartment. Apartments 1 through 10 and 12 through 23 each consist of one story or level. Apartment 11 consists of two levels. None of the Apartments has a basement. The following chart applies to Apartments 10, 12 and 13, which are covered by this Public Report.

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
10	1	0/0	6	N/A	N/A
12	1	0/0	6	N/A	N/A
13	1	0/0	6	N/A	N/A

DESCRIPTION OF APARTMENTS 10, 12 AND 13:

Apartment 10. Apartment 10, located as shown on the Condominium Map, contains one room and has a net floor area of approximately six square feet, as shown on the Condominium Map.

Apartment 12. Apartment 12, located as shown on the Condominium Map, contains one room and has a net floor area of approximately six square feet, as shown on the Condominium Map.

Apartment 13. Apartment 13, located as shown on the Condominium Map, contains one room and has a net floor area of approximately six square feet, as shown on the Condominium Map.

NOTE: The approximate net floor area of each Apartment as set forth above is measured from the interior surface of the Apartment perimeter walls and includes any walls and partitions within its perimeter walls, whether load-bearing or non-load-bearing. THE FLOOR AREAS SHOWN ARE APPROXIMATE ONLY. THE DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE FLOOR AREA OF ANY PARTICULAR APARTMENT.

EXHIBIT B

PERMITTED ALTERATIONS

Section L of the Declaration provides, in part, as follows:

L. ALTERATION OF THE PROJECT.

1. By Association. Repair, reconstruction, restoration, replacement of the Project or any building or other structure or construction of any additional building or other structure or structural alteration or addition thereto, different in any material respect from the Condominium Map shall be undertaken by the Association or any Apartment Owner only upon approval by the DPP, if required, and, if required by the Act, only pursuant to an amendment of this Declaration. Except as expressly provided in Section L.2(a) or (b) below or otherwise in this Declaration, any such amendment shall be duly executed by or pursuant to the affirmative vote of seventy-five percent of the Apartment Owners and accompanied by the written consent of the eligible holders of first mortgages (as defined in Section Q.1 below) on Apartments to which at least a majority of the votes of Apartments subject to mortgages held by such eligible holders are allocated, and in accordance with complete plans and specifications therefor first approved in writing by the Board. If required by the Act, promptly upon completion of such repair, reconstruction, restoration, replacement, construction, alteration or addition, the Association shall duly record and file of record such amendment together with a complete set of floor plans of the Project as so altered, certified as-built by a licensed, registered architect or professional engineer.

2. By Apartment Owner.

(a) Each Apartment Owner shall have the right at such Owner's sole option and expense at any time and from time to time, as hereinafter set forth, without the consent and/or approval of the Owners of the other Apartments or any other persons or entity (except the DPP and the holders of first mortgage liens affecting the Apartment to be altered, if the DPP and the lienholders so require), to construct, improve, renovate, remodel, make additions to, enlarge, remove, replace, alter or restore the Apartment or the improvements to or in such Owner's Apartment or portions thereof or upon and within the Yard Area appurtenant to such Owner's Apartment (collectively, the foregoing are referred to in this subsection L.2 as "alterations"). Each Apartment Owner shall have the right without the consent or joinder of any other person to amend this Declaration and the Condominium Map and to do such other things as may be reasonably necessary or convenient to accomplish any such alterations, including, without limitation, applying for, processing and receiving all necessary governmental and quasi-governmental permits and approvals for such alterations. If required by the Act, promptly upon completion of such alterations the Owner of the altered Apartment shall duly record an amendment to this Declaration in the Land Court, together with a complete set of the floor plans of such Apartment as so altered, certified by a registered architect or professional engineer to fully and accurately depict the altered portions of the property as built. If required by the Act, the Board shall be deemed to approve of all such alterations. All existing Apartment Owners and all future Apartment Owners and their mortgagees, by accepting an interest in an Apartment, consent to all such alterations and agree to give and shall be deemed to have given the Owner of the altered Apartment a power of attorney to execute an amendment to the Declaration for the purpose of describing the alterations to such Apartment in the Declaration, and for the purpose of applying for, processing and receiving necessary governmental and quasi-governmental permits and approvals for such alterations, so that the Owner of the altered Apartment shall hereafter have a power of attorney from all the other Apartment Owners to execute such amendment to the Declaration, and to apply, process and receive such permits and approvals. This power of attorney shall be deemed coupled with each Owner's interest in the Apartment (including the common interest) and shall be irrevocable.

(b) Any alterations to an Apartment pursuant to this Section L.2 shall be subject to the following conditions:

(i) All building plans for any such alterations and subsequent use of the Apartment shall be subject to approval by the DPP, if required, and shall conform with the Project Documents, the Existing Use Permit, any applicable SMA permits, State and City land use, building and/or zoning laws and other applicable State and City statutes, ordinances and regulations;

(ii) Such alterations may decrease or increase the size of the affected Apartment, provided that the size, height and location of the altered Apartment shall comply with the Project Documents, the Existing Use Permit and all applicable laws and provided that the altered Apartment shall not be closer than the more restrictive of (a) ten feet from (i) the front boundary limits of the Yard Area appurtenant to such Apartment and (ii) the common element roadway for the Project, and (b) five feet from the side and rear boundary limits of the Yard Area appurtenant to such Apartment;

(iii) All such alterations shall be at the sole expense of the Apartment Owner making the alterations and shall be completed within one year of the commencement thereof and in a manner that will not unreasonably interfere with use and enjoyment of the other Apartments or the Yard Areas appurtenant to the other Apartments;

(iv) The Owner of the altered Apartment shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Apartment affected by such alteration for electricity, sewer and other utilities and services and, when applicable, to add, delete, relocate, realign, designate and grant easements and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any significant interruption in the service of such utilities to any other part of the Project, nor shall it unreasonably interfere with use and enjoyment of the other Apartments or the Yard Area appurtenant to the other Apartments; and

(v) Each and every conveyance, lease and mortgage or other lien made or created on any Apartment and all common interests and other appurtenances thereto shall be subject to the provisions of Section L.2 and any lease of an Apartment shall reserve to all Apartment Owners the rights set forth herein.

3. By Developer. Any other provision in this Declaration to the contrary notwithstanding, but subject to the Existing Use Permit, prior to (i) the time that all Apartments in the Project have been sold and the conveyance thereof Recorded, and (ii) the filing by Developer of the "as built" verified statement covering all of the Apartments (with plans, if applicable) required by Section 514A-12 of the Act, Developer shall have the right, without being required to obtain the consent or joinder of any person or group of persons, including the Association, any Apartment Owner or any mortgagee, lienholder, Apartment purchaser or any other person who may have an interest in the Project (except the DPP, if required), to do the following:

(a) To make alterations in the Project (and, if appropriate, to amend this Declaration and the Condominium Map accordingly) which change the configuration of, alter the number of rooms of, decrease or increase the size of, or change the location of any Apartment and/or the limited common elements appurtenant thereto, in the Project which is not sold and the conveyance thereof Recorded; and

(b) To make other alterations in the Project (and, if appropriate, to amend this Declaration and the Condominium Map accordingly) which make minor changes in any Apartment in the Project or in the common elements which do not affect the physical location, design or size of any Apartment (other than minor changes to the size or dimensions of the Yard Area appurtenant to any Apartment) which has been sold and the conveyance thereof Recorded.

EXHIBIT C

COMMON ELEMENTS

The common elements of the Project shall specifically include, but are not limited to, the following:

1. The land described in Exhibit "A" to the Declaration, in fee simple.

2. All water lines, sewer lines, drainage facilities, electrical equipment, wiring, pipes, fire hydrants, meters and other central and appurtenant facilities and installations over, under and across the Project, which serve more than one Apartment for drainage and for services such as power, light, water, gas, telephone, sewer and radio and television signal distribution, if any.

3. All sidewalks, curbs, pathways, roads, trees and landscaping, if any, located within the Project, which are not located within an Apartment or the Yard Area appurtenant to an Apartment, including, without limitation, the common element roadway and the common element pathway shown on the Condominium Map.

4. The portion of the property where the common mailbox facility is located, as shown on the Condominium Map, as well as the improvements to that area that are not owned by the U.S. Postal Service or some other third party.

5. Any and all apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

6. All the benefits, if any, inuring to the land or to the Project from all easements, if any, shown on the Condominium Map or listed in Exhibit "A" to the Declaration.

EXHIBIT D

LIMITED COMMON ELEMENTS

1. YARD AREA. The land area ("Yard Area") appurtenant to each Apartment, as described in the Declaration, as defined by the metes and bounds description on the Condominium Map, and bearing the same Yard Area number as the apartment number assigned to the Apartment, is a limited common element appurtenant to and for the exclusive use of the relevant Apartment. Lines, utilities and other improvements that are within or beneath the Yard Area appurtenant to an Apartment (the "Burdened Apartment"), but which serve Apartments other than the Burdened Apartment, shall not be limited common elements for the exclusive use of only the Burdened Apartment. Yard Areas are not legally subdivided lots. Yard Areas include the land beneath the Apartment bearing the same number as the Yard Area. Yard Areas are defined by the metes and bounds descriptions shown on the Condominium Map. It is noted that any fences that may be located within a Yard Area may not coincide with the metes and bounds descriptions of the Yard Areas shown on the Condominium Map. As a result, the size and configuration of an Apartment's Yard Area are not necessarily defined by the fences, if any, located to the rear and sides of the Apartment. Depending on how the location of a fence relates to the metes and bounds description of a Yard Area, a Yard Area may be smaller or larger than what is indicated by the physical location of the fence.

Apartment No.	Yard Area (approx. land area)
1	7,543 s.f.
2	3,069 s.f.
3	3,536 s.f.
4	3,221 s.f.
5	3,295 s.f.
6	3,867 s.f.
7	2,868 s.f.
8	4,184 s.f.
9	5,810 s.f.
10	**9,985 s.f.**
11	9,626 s.f.
12	**8,478 s.f.**
13	**9,192 s.f.**
14	4,833 s.f.
15	4,740 s.f.
16	2,789 s.f.
17	4,415 s.f.
18	4,696 s.f.
19	2,842 s.f.
20	4,068 s.f.
21	3,723 s.f.
22	2,881 s.f.
23	3,552 s.f.

NOTE: The boundaries of the Yard Area appurtenant to each Apartment, as shown on the Condominium Map, do not represent City and County-approved subdivided lots. Such boundaries serve only to delineate the limited common element Yard Area appurtenant to each Apartment.

2. UTILITY LINES. Any sewer lines and facilities, drainage facilities, electrical equipment, wiring, pipes, meters or other central and appurtenant facilities and installations over, under and across the Project which serve (a) just one Apartment, but which are located outside of the boundaries of the Apartment, or (b) more than one Apartment, but less than all of the Apartments, for drainage or for services such as power, light, water, gas, telephone, sewer and radio and television signal distribution, shall be limited common elements appurtenant to the Apartment or Apartments so served.

3. MAILBOXES. Private mailboxes are provided in a designated group mailbox location.

4. PARTY WALLS/FENCES. Fences and walls (or portions thereof) that may be located on or near the common boundary between Yard Areas are limited common elements, benefiting the Owners of the Yard Areas served by such fence or wall. Walls and fences located on the boundary of a Yard Area and the common area or the exterior boundary of the Project are limited common elements benefiting the Apartment to which the Yard Area is appurtenant.

EXHIBIT E

ENCUMBRANCES AGAINST TITLE

1. For Real Property Taxes due and owing, refer to the Department of Finance of the City and County of Honolulu. (As noted on page 2 above, the City & County of Honolulu has begun assessing real property taxes against the individual Apartments. However, the assessments are based on the sizes of the Apartments' respective limited common element yard areas as they existed under the Project's original condominium declaration. The assessments have not been revised to account for the first amendment to the declaration, which amended the sizes of the limited common element yard areas. Unless and until the City & County revises its assessment calculations and allocations, there may be a discrepancy between the amount of your real property tax assessment and the size of your limited common element yard area.)

2. As to the portion of the Project land bordering on the ocean: The effect of Sections 205A-41 to 205A-49, inclusive, Hawaii Revised Statutes, as now or hereafter amended, pertaining to shoreline setbacks.

   Any adverse claim of the State of Hawaii based upon the contention that some portion of the land hereinafter described lies seaward of the line of vegetation, pursuant to the ruling of County vs. Sotomura (1973) 55 H. 176,517 P.2d 57.

3. Wall and License Agreement dated March 17, 2004, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "Land Court") as Document No. 3091036, by and between U. Yamane, Limited and Marianist Province of the United States, regarding a hollow tile wall with wooden fence on top ("wall") that begins 0.7 feet within Lot 785 and begins to cross over the boundary at 86.7 feet and continues northward for 81.6 feet into Lot 25-C and is wholly within Lot 25-C at the end of the wall.

4. Any unrecorded or unfiled leases and any liens, charges or exceptions against any lessees or tenants named therein.

5. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on the plat of a survey made by Kazutaka Saiki, Licensed Professional Land Surveyor, Certificate No. 740-S, on January 23, 2004, as follows:

   a. Along the northerly boundary of the Project land, bordering Fort Weaver Road, starting from the left, the chain link fence begins on the boundary but extends into Fort Weaver Road by 0.8 feet at the end of 49.9 feet, as shown on the sketch.

   b. On the east side of the common element roadway, a hollow tile wall fronting Fort Weaver Road extends into Fort Weaver Road by 0.9 feet, as shown on the sketch.

   c. A chain link fence to the right begins on the Project land boundary, but extends into Fort Weaver Road by 1.3 feet at the northeast corner of the property.

6. The following matter shown on a survey plat entitled "Sketch Map", dated January 23, 2004, prepared by Kazutaka Saiki, Licensed Professional Land Surveyor, Certificate No. 740-S: Along the easterly boundary bordering Ewa Beach Park, the chain link fence straddles or lies wholly within the Park, extending into the property by as much as 0.5 feet.

7. Grant of Easement, dated October 26, 2004, in favor of Hawaiian Electric Company, Inc. and Verizon Hawaii Inc., recorded in the Land Court as Document No. 3186805, granting an easement for utility purposes.

8. Condominium Map No. 1691, filed in the Land Court, as amended by instrument dated August 18, 2005, recorded as Document No. 3315128, and by instrument dated April 14, 2011, recorded as Document No. 4065156, and as may be further amended from time to time.

9. Covenants, conditions, restrictions, reservations, agreements, easements, obligations and other provisions contained in the Declaration of Condominium Property Regime of Ewa Oceanside dated January 20, 2005, recorded in the Land Court as Document No. 3221021, as amended by instrument dated August 18, 2005, recorded as Document No. 3315128, and by instrument dated December 7, 2005, recorded as Document No. 3366564, and by instrument dated May 4, 2006, recorded as Document No. 3424537, and by instrument dated June 5, 2006, recorded as Document No. 3438110, and by instrument dated April 14, 2011, recorded as Document No. 4065156, and as may be further amended from time to time.

10. Covenants, conditions, restrictions, reservations, agreements, easements, obligations and other provisions contained in the Bylaws of the Association of Apartment Owners of Ewa Oceanside dated January 20, 2005, recorded in the Land Court as Document No. 3221022, as amended by instrument dated May 4, 2006, recorded as Document No. 3424538, and as may be further amended from time to time.

11. AS TO APARTMENT 10 ONLY:

Mortgage in favor of First Hawaiian Bank, dated February 19, 2008, and recorded in the Land Court as Document No. 3713626.

12. AS TO APARTMENTS 12 AND 13 ONLY:

Mortgage in favor of MMI, LLC, dated November 3, 2004, and recorded in the Land Court as Document No. 3190685, which mortgage was assigned to Mike Muller, Inc., a Hawaii corporation, by document dated April 20, 2006, and recorded in the Land Court as Document No. 3420170.

13. The Apartment Deed, Reservation of Rights and Easements and Grant of Special Power of Attorney pursuant to which an Apartment is conveyed to an Apartment purchaser by the Developer.

EXHIBIT F

MAINTENANCE FEES AND
MAINTENANCE FEE DISBURSEMENTS

The regular maintenance and repair of each apartment and appurtenant limited common element Yard Area shall be the sole responsibility of each respective apartment owner. Hawaii Revised Statutes Sec. 514A-86 requires that the association purchase fire insurance to cover the Project's improvements. The association may, at some point in the future, elect to require each apartment owner to obtain separate fire and flood insurance and liability policies for his or her respective apartment pursuant to Article 7 of the Bylaws. However, at least initially, the association will obtain master fire and flood insurance policies for the Project and, as shown below, the premiums for fire and flood insurance will be included in the maintenance fees that the apartment owners will be required to pay to the association. The amount of the premiums for fire and flood insurance are based on the estimated replacement cost of the apartment, rather than on the common interest appurtenant to the apartment. Therefore, the higher the replacement cost of an apartment, the higher the premiums. The monthly maintenance fees (2nd column below) will include premiums for liability insurance covering the project's common elements. However, premiums for liability insurance for the individual apartments are the responsibility of each apartment owner and are not included in the monthly maintenance fees below.

ESTIMATE OF INITIAL MAINTENANCE FEES: Ewa Oceanside (23 Apartments)				
Apartment Type	Monthly Maintenance Fee (per apt.)*	Monthly Insurance** Premium (per apt.)	Monthly Total (per apt.)***	Annual Total (per apt.)
1	$345.61	$89.42	$435.03	$5,220.36
2	$140.62	$89.42	$230.04	$2,760.48
3	$161.99	$80.42	$242.41	$2,908.92
4	$147.57	$80.42	$227.99	$2,735.88
5	$150.94	$80.25	$231.19	$2,774.28
6	$177.19	$73.92	$251.11	$3,013.32
7	$131.39	$78.42	$209.81	$2,517.72
8	$191.71	$104.17	$295.88	$3,550.56
9	$266.20	$76.00	$342.20	$4,106.40
10	**$457.49**	**$90.00**	**$547.49**	**$6,569.88**
11	$441.05	$192.67	$633.72	$7,604.64
12	**$388.45**	**$90.00**	**$478.45**	**$5,741.40**
13	**$421.13**	**$90.00**	**$511.13**	**$6,133.56**
14	$221.43	$77.59	$299.02	$3,588.24
15	$217.18	$119.09	$336.27	$4,035.24
16	$127.76	$76.00	$203.76	$2,445.12
17	$202.29	$76.00	$278.29	$3,339.48
18	$215.16	$76.00	$291.16	$3,493.92
19	$130.19	$76.00	$206.19	$2,474.28
20	$186.37	$74.42	$260.79	$3,129.48
21	$170.55	$85.25	$255.80	$3,069.60
22	$132.01	$77.59	$209.60	$2,515.20
23	$162.72	$77.59	$240.31	$2,883.72

*Includes premiums for liability insurance for the project's common elements, but not for the individual apartments.

**Fire, flood and hurricane insurance only.

***Does NOT include each apartment's cost for premiums for fire, flood or liability insurance for the individual apartments.

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

The buyer must be aware that the above-referenced amounts may change for reasons beyond the control of the Developer and the Association, and, by taking title to an apartment, the buyer accepts and approves any such changes.

Estimate of Maintenance Fee Disbursements:	Monthly Fee x 12 months =	Yearly Total
Utilities and Services		
Air conditioning	N/A	N/A
Electricity	N/A	N/A
[ ] common elements only		
[ ] common elements and apartments		
Elevator	N/A	N/A
Gas	N/A	N/A
[ ] common elements only		
[ ] common elements and apartments		
Telephone	N/A	N/A
Refuse Collection	$898	$10,771
Water (#)	N/A	N/A
Sewer (#)	N/A	N/A
Maintenance, Repairs and Supplies		
Building	N/A	N/A
Grounds	$250	$3,000
Management		
Management Fee	$768	$9,211
Administrative Supplies and Service	$300	$3,600
Payroll and Payroll Taxes	N/A	N/A
Office Expenses	N/A	N/A
Insurance	$2,728	$32,740
Reserves (*)	$19	$233
Taxes and Government Assessments	$11	$136
Audit Fees	$96	$1,152
Legal Fees	$100	$1,200
Condominium Registration	$17	$204
Other	N/A	N/A
TOTAL	$5,187	$62,247

I, J. Michael Hartley employed by HAWAIIANA MANAGEMENT COMPANY, the condominium managing agent for the Ewa Oceanside condominium project, hereby certify that the above maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Signature

4/13/11
Date

(#) Water and sewer system usage by each Apartment is measured by sub-meters that are read by the Project's managing agent. The managing agent shall include in each Apartment's monthly maintenance fee invoice a line item for that Apartment's actual water and sewer system use. After collecting water and sewer system use payments from the Apartment owners, the managing agent shall send a single payment to the Board of Water Supply covering the water and sewer system use for the Project. As such, although each Apartment's water and sewer system use payments will be made to the Association via the managing agent, water and sewer system use is not a common expense that is included in the Association's maintenance fees or that is allocated based on each Apartment's common interest.

(*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514-A-86.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Developer's Explanation Regarding Replacement Reserve Figure

In arriving at the figure for "Reserves," as set forth in this Exhibit F to the Condominium Public Report, the developer did not conduct a reserve study in accordance with HRS § 514A-83.6 or HAR § 16-107-65. The figure is an estimate, based on reasonable projections of reserve requirements.

SMITH/FOTI DEVELOPMENT LIMITED PARTNERSHIP,
a Hawaii limited liability company

By: SMITH/FOTI DEVELOPMENT, INC.
Its General Partner

By: _____
Name: John Foti
Title: Vice President

Date: 4/14/11

EXHIBIT G

SUMMARY OF SALES CONTRACT

The Condominium Deposit Receipt, Reservation and Sales Agreement (the "Sales Contract") contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract states:

(a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of an apartment.

(b) That the purchaser acknowledges having received and read a public report (either preliminary, contingent, final or supplementary) for the Project prior to signing the Sales Contract.

(c) That the Developer makes no representations concerning rental of an apartment, income or profit from an apartment, or any other economic benefit to be derived from the purchase of an apartment.

(d) That the Sales Contract may be subordinate to the lien of a construction lender.

(e) That the purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

(f) Requirements relating to the purchaser's financing of the purchase of an apartment.

(g) That the apartment and the Project will be subject to various other legal documents which the purchaser should examine, and that the Developer may change certain of these documents under certain circumstances.

(h) That the Developer makes no warranties regarding the apartment, the Project or anything installed or contained in the apartment or the Project.

(i) That the Project will be subject to ongoing construction and sales activities which may result in certain annoyances to the purchaser.

(j) That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

(k) That the Developer has reserved certain rights and powers relating to the Project and the purchaser acknowledges and consents to the exercise of such rights and powers.

(l) That except under certain circumstances, as set forth in the Sales Contract, all interest on deposits toward the purchase price shall be the property of the Developer.

(m) That in the event of a default by the purchaser under the Sales Contract, all sums paid by the purchaser under the Sales Contract shall belong to the Developer as liquidated damages, and the Developer may, in addition to such damages, pursue any other remedy, including specific performance, permitted by law or equity under the Sales Contract.

(n) That, because the buildings were built prior to 1978, the Apartments may present exposure to asbestos materials and to lead from lead-based paint.

(o) That closing of the sale of the Apartment is contingent on the City issuing an Existing Use Permit for the Project.

The Sales Contract contains various other important provisions relating to the purchase of an apartment in the Project. Purchasers and prospective purchasers should carefully read the specimen Sales Contract on file with the Real Estate Commission.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE SALES CONTRACT. WHILE A PURCHASER CAN USE THIS SUMMARY TO GET A GENERAL IDEA OF SOME OF THE TERMS OF THE SALES CONTRACT, THE PURCHASER MUST READ AND UNDERSTAND THE ACTUAL SALES CONTRACT TO DETERMINE THE PURCHASER'S RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE SALES CONTRACT, THE SALES CONTRACT WILL CONTROL AND NOT THIS SUMMARY.

EXHIBIT H

SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement sets up an arrangement under which the deposits a purchaser makes pursuant to a Sales Contract will be held by a neutral party ("Escrow"). Under the Escrow Agreement, these things will or may happen:

(a) Escrow will let the purchaser know when payments are due.

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

(c) Except under certain circumstances as set forth in the Sales Contract, all deposits toward the purchase price shall be the property of the Developer.

(d) The purchaser will be entitled to a refund of his or her funds deposited with Escrow (less a cancellation fee commensurate with the work done by Escrow prior to such cancellation, up to $250.00) only under certain circumstances as set forth in the Sales Contract.

(e) No disbursements of funds held in Escrow shall be made to the Developer until certain conditions, as set forth in the Escrow Agreement and in accordance with the Hawaii Condominium Act, have been fulfilled, including delivery of a copy of the Final Public Report to the purchaser and waiver (or deemed waiver) of the purchaser's right to cancel the Sales Contract.

(f) Upon a default by the purchaser under the Sales Contract, and the Developer's termination of the Sales Contract as a result of such default, all funds of the purchaser deposited with Escrow shall be treated as funds of the Developer and not as funds of the purchaser, and shall be disbursed to the Developer upon request by the Developer.

The Escrow Agreement contains various other important provisions and establishes certain charges with which a purchaser should be familiar. Purchasers and prospective purchasers should carefully read the signed Escrow Agreement on file with the Real Estate Commission.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE ESCROW AGREEMENT. WHILE ONE CAN USE THIS SUMMARY TO GET A GENERAL IDEA OF SOME OF THE TERMS OF THE ESCROW AGREEMENT, ONE MUST READ AND UNDERSTAND THE ACTUAL ESCROW AGREEMENT TO DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE ESCROW AGREEMENT, THE ESCROW AGREEMENT WILL CONTROL AND NOT THIS SUMMARY

EXHIBIT I

RESERVED RIGHTS

A. Upon completion of the Project, the Developer may amend the Declaration and the Condominium Map (if necessary) to file an "as built" statement required by Section 514A-12 of the Condominium Property Act.

B. Until all of the apartments have been sold and conveyed, the Developer may amend the Declaration, the Bylaws and/or the Condominium Map, without the approval of any other parties, to make such amendments as may be required by law, by the Real Estate Commission, by the City & County of Honolulu, by any title insurance company issuing a title insurance policy on the Project or any of the Apartments, by a mortgage lender, or by any governmental agency (including the VA, HUD, FNMA and/or FHLMC), or pursuant to the Existing Use Permit, provided that, except as otherwise provided in the Declaration or the Bylaws, no such amendments which would change the common interest appurtenant to an apartment or substantially change the design, location or size of an apartment shall be made without the consent to such amendment by all persons having an interest in such apartment.

C. Until all of the apartments have been sold and the "as built" statement is filed, the Developer may amend the Declaration and the Condominium Map to (i) reflect alterations in any apartment which has not been sold; and (ii) reflect minor changes in any apartment or in the common elements which do not affect the physical location, design or size of any apartment (other than minor changes to the size or dimensions of the yard area appurtenant to any apartment) which has been sold.

D. The Developer has the right to construct, install, maintain, repair and remove underground utility lines and conduits throughout any portion the Project, including within limited common element yard areas and/or common elements of the Project, whether or not such utilities serve all of the Apartments in the Project.

E. As more particularly set forth in Section E.4 of the Declaration, Fee Owner and Developer have the right to designate, grant, convey, transfer, delete, cancel, accept, relocate, realign, reserve and otherwise deal with any easements and rights of way at any time for utilities, sanitary and storm sewers, cable television transmission facilities, refuse disposal, landscape maintenance, driveways, parking areas, access roadways, pedestrian walkways and other similar purposes as Developer and Fee Owner may designate, over, across, under and through the common elements of the Project, the various Yard Areas appurtenant to the Apartments or land in the vicinity of the Project, whether or not for purpose of serving one or more Apartments or the common elements of the Project. The rights reserved include, without limitation, the right to enter upon the common elements and the Yard Areas of the Project to construct, reconstruct, install, operate, maintain, repair and relocate such lines, facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental authorities, utility or service companies, homeowner's associations or other entities. Developer and Fee Owner shall each have the right, without being required to obtain the consent or joinder of any Apartment Owner, lien holder or other persons, to unilaterally execute, acknowledge and deliver any and all instruments, including without limitation all amendments to the Project Documents, necessary or appropriate for the purpose of carrying out the provisions and exercising the rights, powers and privileges granted or reserved by Section E.4. Any such action shall be deemed taken by Fee Owner and/or Developer as the true and lawful attorney-in-fact of the respective Apartment Owners and lien holders.

F. As more particularly set forth in Section E.6 of the Declaration, Developer and its agents shall have the right and an easement to conduct extensive sales activities on and at the Project, including the use of any Apartment owned by Fee Owner or Developer (and any other Apartment, with the express permission of the Owner of such Apartment) and the common elements for model apartments, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities. The rights reserved in Section E.6 shall continue until the closing of the sale of the last unsold Apartment in the Project.

G. As more particularly set forth in Section E.7 of the Declaration, Developer, Fee Owner and their respective agents shall have an easement over, under and upon any portion of the Project, including the common elements, limited common elements and any Apartment, as may be reasonably necessary for the completion of improvements to and correction of defects and other "punchlist" items in the Project.

H. As more particularly set forth in Section E.8 of the Declaration, Developer, Fee Owner and their respective agents shall have an easement over, under and upon any portion of the Project to create and cause noise, dust, vibration, odors and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Apartment or other improvement to the Project.

I. As more particularly set forth in Section E.9 of the Declaration, Fee Owner and Developer have the right to designate a substitute access route to a public road for the Apartments, if Developer or Fee Owner determines that such substitution is necessary, appropriate, convenient or desired, provided such substitution shall not be inconsistent with the Existing Use Permit, and Developer and Fee Owner shall have the right to unilaterally amend the Project Documents accordingly.

J. As more particularly set forth in Section L.3 of the Declaration, Developer and Fee Owner shall have the right to do the following: (a) to make alterations in the Project (and, if appropriate, to amend this Declaration and the Condominium Map accordingly) which change the configuration of, alter the number of rooms of, decrease or increase the size of, or change the location of any Apartment and/or the limited common elements appurtenant thereto, in the Project which is not sold and the conveyance thereof Recorded; and (b) to make other alterations in the Project (and, if appropriate, to amend this Declaration and the Condominium Map accordingly) which make minor changes in any Apartment in the Project or in the common elements which do not affect the physical location, design or size of any Apartment (other than minor changes to the size or dimensions of the Yard Area appurtenant to any Apartment) which has been sold and the conveyance thereof Recorded.

EXHIBIT J

EWA OCEANSIDE CONDOMINIUM MAP (SITE PLAN)

EXHIBIT K

COMMON INTERESTS

Apartment No.	Percentage Common Interests
1	6.663%
2	2.711%
3	3.123%
4	2.845%
5	2.910%
6	3.416%
7	2.533%
8	3.696%
9	5.132%
10	**8.820%**
11	8.503%
12	**7.489%**
13	**8.119%**
14	4.269%
15	4.187%
16	2.463%
17	3.900%
18	4.148%
19	2.510%
20	3.593%
21	3.288%
22	2.545%
23	3.137%

DEPARTMENT OF PLANNING AND PERMITTING
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JEREMY HARRIS
MAYOR

ERIC G. CRISPIN, AIA
DIRECTOR

BARBARA KIM STANTON
DEPUTY DIRECTOR

KATHY SOKUGAWA
CHIEF PLANNER

2004/EU-11(sn)

PERMIT: EXISTING USE (EU)		
File Number	:	2004/EU-11
Project	:	Smith/Foti Existing Use
Applicant	:	Smith/Foti Development, Limited Partnership
Landowner	:	Mike Muller, Inc.
Agent	:	Analytical Planning Consultants
Location	:	91-069 Fort Weaver Road – Ewa Beach
Tax Map Key	:	9-1-5: 11
Zoning	:	R-5 Residential District
Date Accepted	:	July 19, 2004

APPROVAL is hereby granted for an EU Permit, with minor modification, for 23 single-family detached dwellings, in accordance with the application documents (plans date-stamped July 2, 2004) and subject to the conditions below. The minor modifications include relocation of 3 existing structures and appurtenant infrastructure improvements.

1. All work shall be in accordance with approved application documents, the conditions enumerated below and the Land Use Ordinance (LUO) unless otherwise stated by this permit.

2. The Existing Use (EU) Permit is only for the continued use, repair, alteration, expansion, relocation, or reconstruction of the existing dwellings. This EU approval does not certify that the existing structures and improvements comply with the current zoning code or other regulations, including the SMA and shoreline setback requirements of Chapters 25 and 23 of the Revised Ordinances of Honolulu.

3. In accordance with Section 2.100(a) of the LUO, in the event of destruction, uses may be continued and structures may be rebuilt under the approved existing use plan, provided that such restoration is permitted by the Building Code and Flood Hazard Regulations and is started within two years.

4. Only minor modifications to the EU plans shall be allowed. Any major modification which may have an adverse impact on surrounding land uses, increases the number of dwelling units, and/or involves the reconstruction and/or expansion of a dwelling(s)

which is part of a larger development, shall require the processing of a Cluster Housing Permit.

5. Prior to the issuance of any building permit or transfer of ownership subsequent to this approval, whichever comes first, the applicant shall:

   a. Convert Building Nos. 1, 2, 5, 8 and 24 from two-family dwellings to single-family dwellings for a maximum project total of 23 single-family dwellings as follows:

      i. Remove the second kitchen from each building;
      ii. Remove the wall between the duplex units within each building; and
      iii. Either include an internal stairs connecting the two floors within building No. 24 and eliminate the exterior stairs leading to the upper floor, or remove all interior walls, except for a bathroom, within one floor of unit No. 24.

      Revised floor plans for the above-mentioned units and photographic evidence as evidence toward compliance shall be required.

   b. Correct any zoning and/or building code violations, including but not limited to implementing the following corrective measures:

      i. Remove or relocate the CMU and wooden fence along the rear southwestern corner of the site out of the 40-foot shoreline setback to where it was approved in Building Permit No. 502548, i.e., not less than 58 feet from the rear property line;
      ii. Remove or obtain building permits for the two new additions to unit No. 24: a 24 feet by 26 feet addition attached to the Waianae side and a 20 feet by 20 feet detached garage approximately 10 feet mauka of the building; and
      iii. Remove or relocate all storage sheds out of the 5-foot side yards and obtain building permits for all the storage sheds (the combination of which exceeds 120 square feet).

      An affidavit, confirming that necessary measures to correct zoning and/or building code violations have been completed, shall be required.

   Submit a revised site plan showing:

      i. An adequate turnaround area for fire trunks and apparatus in accordance with cluster development guidelines;
      ii. A revised pedestrian path that provides direct perpendicular access from the turnaround to the beach;
      iii. Revised Community Property Regime (CPR) lines to provide for minimum 5-foot side yards, including but not limited to CPR lines proposed for unit no. 15 and 6.

d. Submit a revised flood elevations map showing the boundaries of the Flood Zone AE, and a completed Flood Fringe District Certification form if the existing and relocated dwellings will be located within Flood Zone AE.

6. The applicant or owner shall incorporate this EU Permit into restrictive covenants, which run with the land, to serve as notice to all owners and tenants. The draft covenant shall be submitted for review and approval by the DPP. Upon approval of the covenant, a certified recorded copy shall be filed with the DPP, prior to the transfer of ownership or the issuance of any building permits, whichever comes first.

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

8. All new work shall comply with the applicable LUO standards for the underlying zoning district, unless otherwise stated herein:

a. A minimum 10-foot setback for structures shall be required from the common access way.

b. A 13-foot, 6-inch vertical clearance shall be maintained throughout the access way.

b. Within the project, the minimum distances between buildings shall be as follows:

1) 10 feet between two one-story dwellings.
2) 15 feet between a one-story and a two-story dwelling or portion thereof.
3) 20 feet between two-story dwellings.

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

c. Maximum building area shall not exceed 30 percent of the original lot area of 2.819 acres. If the property is condominiumized, then within each limited common element, the maximum building area shall not exceed 50 percent of the area for each limited common element.

9. All new work shall be compatible in design with the existing and surrounding structures. If a dwelling is reconstructed, it shall not exceed twice its existing size (building area), and shall be in the same general location. The Director may require the redesign of exterior entrances, stairways, bar areas, including plumbing and electrical systems, to ensure that the number of dwellings is not increased.

10. The common access way shall have minimum 20-foot clear pavement width and the boundaries shall be designated, preserved and maintained as common access to facilitate vehicular maneuvering and pedestrian access into and out of the project. No structures, fences, or walls shall be allowed in this area, the boundaries of which shall be designated in subsequent sales documents.

11. A minimum of 46 parking spaces, 2 spaces for each dwelling unit, shall be provided prior to the issuance of any building permits subsequent to this approval. Dwelling additions shall comply with the LUO parking regulations.

12. Prior to the issuance of any building permit or transfer of ownership subsequent to this approval, whichever comes first, the applicant shall pave the common access way with an all-weather surface.

13. Reconstructed dwellings shall have a minimum 16-foot driveway depth fronting the carport or garage.

14. A Fence Master Plan shall be submitted to the DPP for review and approval prior to the issuance of any building permit or transfer of ownership subsequent to this approval, whichever comes first. No fences are permitted within the 40-foot shoreline setback area. Fences adjacent to the common access driveway shall be set back a minimum of 2 feet and landscaped with hedge on the street side. New perimeter fencing and fencing along the common access driveway shall be of open material, such as chain link or wrought iron, and screened with a hedge and maintained in a healthy condition.

15. All existing trees 6 inches or greater in diameter shall be retained on-site, or replacement landscaping shall be required. All landscaping shall be maintained in a healthy visual condition at all times.

16. The relocation, alteration or reconstruction of any dwelling unit shall comply with Fire Department requirements for access, water and/or Fire Department connections, and shall include:

a. The provision of a private water system where all appurtenance, hydrant spacing, and fire flow requirements meet Board of Water Supply standards;
b. The provision of an access road and turnaround; and
c. Building permit and construction plans shall be submitted to Fire Department and BWS for review and approval.

17. Any modification to the application documents and conditions stated herein shall be subject to approval by the DPP. For good cause, the Director may impose additional requirements an/or amend the above conditions.

THIS COPY, WHEN SIGNED BELOW, IS NOTIFICATION OF THE ACTION TAKEN.

Barry Segnaut for Director September 2, 2004
SIGNATURE TITLE DATE

This approval does not constitute approval of any other required permits, such as building or sign permits

DEPARTMENT OF PLANNING AND PERMITTING
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JEREMY HARRIS
MAYOR

ERIC G. CRISPIN, AIA
DIRECTOR

BARBARA KIM STANTON
DEPUTY DIRECTOR

KATHY SOKUGAWA
CHIEF PLANNER

2004/SMA-47(sn)

PERMIT		SPECIAL MANAGEMENT AREA (Minor)
File Number	:	2004/SMA-47
Project (Valuation):		Smith/Foti Existing Use – Relocation of dwellings and repaving access driveway
Applicant	:	Smith/Foti Development, Limited Partnership
Landowner	:	Mike Muller, Inc.
Agent	:	Analytical Planning Consultants
Location	:	91-069 Fort Weaver Road – Ewa Beach
Tax Map Key	:	9-1-5: 11
Zoning	:	R-5 Residential District
Date Accepted	:	July 19, 2004

We have reviewed your proposal and find that it lies within the Special Management Area (SMA) established in Chapter 25, Revised Ordinances of Honolulu (ROH). The site is also subject to the shoreline setback requirements of Chapter 23, ROH.

We find that your proposed development has a stated valuation of less than $125,000, and will have no significant effect on the SMA. Therefore, a Minor SMA Permit is hereby **APPROVED** in accordance with the application documents in the file (No. 2004/SMA-47) and subject to the conditions listed below:

1. The applicant shall remove or relocate the CMU and wooden fence along the rear southwestern corner of the site out of the 40-foot shoreline setback to where it was approved in Building Permit No. 502548, i.e., no less than 58 feet from the rear property line.

2. If the accepted valuation of the proposed work exceeds $125,000, the project will be returned to the Department of Planning and Permitting (DPP) for further review under Chapter 25, ROH.

The applicant must attach a copy of this approval to all applications for construction permits.

cc: Office of Planning (John Nakagawa)

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THIS COPY, WHEN SIGNED BELOW, IS NOTIFICATION OF THE ACTION TAKEN.

Pat B Segawa for Director September 2, 2004
SIGNATURE TITLE DATE

This approval does not constitute approval of any other required permits, such as building or sign permits.

File

DEPARTMENT OF PLANNING AND PERMITTING
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JEREMY HARRIS
MAYOR

ERIC G. CRISPIN, AIA
DIRECTOR

BARBARA KIM STANTON
DEPUTY DIRECTOR

2004/ELOG-2606(sn)
2004/EU-11, 2004/SMA-47

November 22, 2004

James Matichuk, Arch, PE
Hawaii Architects, Inc.
1025 Loho Street
Kailua, Hawaii 96734

Dear Mr. Matichuk:

Compliance with Conditions
Existing Use Permit No. 2004/EU-11
Special Management Area (Minor) Permit No. 2004/SMA-47
Ewa Oceanside
Tax Map Key 9-1-5: 11

This is to inform you that the plans submitted on October 29, 2004 and November 19, 2004 do no entirely comply with the conditions of the above Existing Use (EU) Permit and Special Management Area (Minor) Permit. The plans must be further revised and additional information must be provided, including:

EU Permit No. 2004/EU-11

1. Condition 5a. The revised floor plans show that the second kitchen and the wall between the duplex units of Buildings 1, 2, 5 and 8 will be removed. The applicant must still provide the revised floor plans for Building 24 and photographic evidence for all of the buildings.

2. Condition 5b. The applicant must submit an affidavit confirming that necessary measures to correct zoning and/or building code violations were completed.

3. Condition 5c. The applicant must further revise the site plan to show at least a 66-foot wide, paved turnaround area for fire trucks and apparatus. The plans show a 64-foot turnaround.

Also, relocate the hau bush hedge to provide a clear pedestrian path to the shoreline.

The stairs and landings for Buildings 2, 6, 9, 16, 17, 18 and 19 are within the 5-foot side yard, when measured from the CPR lines. Regardless of whether the stairs and landings exceed 30 inches in height, they will be allowed to remain within the side yard. However, all new work, including reconstruction, must comply with the applicable LUO standards and the EU conditions.

4. Condition 5d. A completed Flood Fringe District Certification form must be submitted for improvements within Flood Zone AE.

5. Condition 6 and 7. The applicant must submit either a draft restrictive covenant or a draft copy of the Condominium Property Regiment (CPR) document, both of which must incorporate this EU Permit.

6. Condition 10. Instead of a 20-foot clear pavement width, the plans show an 18-foot pavement width. The 18-foot pavement width will be acceptable since a 20-foot clear, common access way will be provided and all fences will be set back at least 2 feet from the access way.

7. Condition 11. A minimum of 46 parking spaces (2 spaces for each dwelling unit) and the driveways connecting the common access way to the parking must be paved with an all-weather surface. The parking and driveway may be "ribbon" driveways.

   To further minimize the amount of paved surfaces, we encourage the applicant to create common or shared driveways, such as between Buildings 17 and 18 and between Buildings 9 and 10.

8. Condition 14. The fence master plan must be revised to provide details on the height and type of fence. If several fence options will be offered, then each option must be described. Also, the fence plan must show that the

required hedge will be planted in the 2-foot wide strip between the fence and the common access way.

9. Condition 15. Please identify all of the existing landscaping, particularly those trees, 6 inches or greater in diameter, that will be affected by the proposed fences. As a reminder, all existing trees 6 inches or greater in diameter must be retained on-site, or replacement landscaping will be required.

10. Clarify whether there is a shed on the northern side of Building 2, near Building 1. The shed is within the required 5-foot side yard, when measured from the CPR line.

SMA (Minor) Permit No. 2004/SMA-47

1. Condition 1. The applicant must comply with the removal or relocation of the CMU and wooden fence out of the 40-foot shoreline setback.

Should you have any questions, please contact Sharon Nishiura of our staff at 523-4256.

Sincerely yours,

for ERIC G. CRISPIN, AIA
Director of Planning
and Permitting

EGC:nt

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