

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Yoshimoto LLC, Maunahilu III LLC, Maunahilu II LLC, & Maunahilu LLC

Business Address 3909 Maunahilu Place, Honolulu, Hawaii 96816

Project Name(\*): "MAUNAHILU PROPERTIES"

Address: 3901, 3901-A, 3901-B, 3905, 3905-A, 3905-B, & 3905-C Maunahilu Place, Honolulu, HI 96816

Registration No. 5379

Effective date: December 13, 2010

(Conversion)

Expiration date: January 13, 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: August 25, 2004

[ ] Supplementary Public Report dated:

And

[X] Supersedes all prior public reports.

[ ] Must be read together with

[X] This report reactivates the Final Public Report

public report(s) which expired on Nov. 25, 2007

(\*) 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.

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

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

**Summary of Changes from Earlier Public Reports:**

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

No prior reports have been issued by the developer.

Changes made are as follows:

Change in Developer & Attorney. Since the issuance of the Final Public Report, the interest of the developer, Yoshimoto Family Partners, has been conveyed to Yoshimoto LLC, Maunahilu III LLC, Maunahilu II LLC, and Maunahilu LLC, all of which are limited liability companies registered in the State of Hawaii. The new attorney is Jennifer Aquino.

Apartment Owner's Reserved Rights to Grant Easements. The Declaration has been amended (Third Amendment dated October 7, 2005) to include a new section 26.0 which allows the owners of Units 3, 4, 5, 6 and 7, at their cost and expense, the right to designate, grant and/or accept an easement over, under and across the common elements and limited common element land areas to install a sewer line or other sewage disposal system for the benefit of those units. The consent of Units 1 and 2 shall not be required unless the easement affects those units. A copy of the Third Amendment is filed with the Real Estate Commission and is available for inspection.

Connection to Sewer System; Closure of Cesspools. Since the issuance of the Final Public Report, all the Units have been connected to the City and County of Honolulu sewer system. The cesspools have been closed (pumped and backfilled) and filings have been made with the Environmental Protection Agency to close the cesspools.

Changes to Common Elements, Limited Common Elements and Common Interest. Since the issuance of the Final Public Report, the common elements, limited common elements and common interest appurtenant to each unit have been amended by a fourth amendment to the Declaration dated Nov. 5, 2010. See Section D on pages 13 to 14 of this Report and Exhibit "B" (revised) of this Report for further information.

Assignment of Parking Stalls for Units 5, 6 and 7. By fourth Amendment to the Declaration, specific parking stalls have been assigned to Units 5, 6 and 7. See the description of the Limited Common Elements contained in Exhibit "B" (revised) of this Report for the parking stall assignments to each Unit.

Designation of Real Estate Broker for the Sale of Units 3, 4, 5, 6 and 7. The Developer has designated Abe Lee Realty, LLC as the sales agent to sell Units 3, 4, 5, 6 and 7. A copy of the duly executed broker listing agreement has been filed with the Real Estate Commission and is available for inspection. The Developer does not intend to sell Units 1 and 2 at this time. If Developer wishes to commence sales of these units, this Report shall not bind a purchaser to the sale of any apartment unit until (1) Developer first submits to the Real Estate Commission a duly executed disclosure abstract identifying the designated sales agent, and a duly executed copy of a broker listing agreement with a Hawaii-licensed real estate broker, and (2) gives a copy of said disclosure abstract to the purchase together with a copy of the Public Report.

Boundary Survey / Encroachments. A boundary survey and restaking of the subject property was completed on September 12, 2008, a copy of which is attached to this Report as Exhibit "H". The survey revealed the existence of several encroachments. A Common Wall Agreement was entered into with the owner of Lot 3 on May 10, 2010 and a copy of the Agreement is on file with the Real Estate Commission and available for inspection. Disclosure is made that there are other encroachments that affect the subject property. No agreements have been entered into with the neighboring property owners regarding the ownership of these encroachments or the responsibility for maintenance or repair.

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

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## **General Information on Condominiums**

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

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

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

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

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

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

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

## **Operation of the Condominium Project**

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

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

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

**I. PERSONS CONNECTED WITH THE PROJECT**

Developer: YOSHIMOTO LLC, a Hawaii limited liability company, MAUNAHILU III LLC, a Hawaii limited liability company, MAUNAHILU II LLC, a Hawaii limited liability company, & MAUNAHILU LLC, a Hawaii limited liability Phone: (808) 223-0942

Name\* company (Business)

3909 Maunahilu Place  
Business Address

Honolulu, Hawaii 96816

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):

Jensen M. Yoshimoto, Member of Yoshimoto LLC

Allan I. Yoshimoto, Member of Maunahilu III LLC and Maunahilu II LLC

Allan Yoshimoto, Manager of Maunahilu LLC

Real Estate Broker\*: Abe Lee Realty, LLC Phone: (808) 942-4472

Name (Business)

1585 Kapiolani Boulevard, #1533  
Business Address

Honolulu, Hawaii 96814

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211

Name (Business)

235 Queen Street  
Business Address

Honolulu, Hawaii 96813

General Contractor\*: N/A Phone: \_\_\_\_\_ (Business)

Name

Business Address

Condominium Managing Agent\*: None. Self-Managed by the Association of Unit Owners Phone: \_\_\_\_\_ (Business)

Name

Business Address

Attorney for Developer: Jennifer A. Aquino, AAL, ALC Phone: (808) 526-9400

Name (Business)

1188 Bishop Street, Suite 3009  
Business Address

Honolulu, Hawaii 96813

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



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

The House Rules for this condominium are:

Proposed       Adopted       Developer does not plan to adopt House Rules.

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	—	<u>Not applicable</u>

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

2. **Developer:**

- No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.
- Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

The Developer reserved the right to increase the limited common element land area appurtenant to Units 5 and 7. This reservation terminates on December 31, 2014. See paragraphs 5.3h and 25.0 of the Declaration for further information.



[ ] 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: 3901, 3901A, 3901B, 3905, 3905A, 3905B, 3905C Tax Map Key (TMK) :(1) 3-3-022-020  
Maunahilu Place, Honolulu, Hawaii 96816 CPR No. 0001 - 0007

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

Land Area: 43,859\* [ X ] square feet [ X ] acre(s) Zoning: R-5

\* Based on the survey dated November 24, 2009, the legal description for the land was amended by Amendment to the Declaration dated November 5, 2010, a copy of which is filed with the Real Estate Commission.

Fee Owner: Yoshimoto LLC, Maunahilu III, LLC, Maunahilu II, LLC, & Maunahilu LLC  
 Name

Lessor: n/a  
 Name  
 \_\_\_\_\_  
 Business Address  
 \_\_\_\_\_

**C. Buildings and Other Improvements:**

1.  New Building(s)  
 Conversion of Existing Building(s)  
 Both New Building(s) and Conversion

2. Number of Buildings: 7 residential Floors Per Building: 4 2-story and 3 1-story

Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

Concrete  Hollow Tile  Wood  
 Other Allied building materials

4. Uses Permitted by Zoning:

	<u>No. of Apts.</u>	<u>Uses Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>7</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

Yes  No

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

[ X ] Pets: Pets are permitted with Board approval

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

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

[ ] There are no special restrictions.

6. Interior (fill in appropriate numbers):

Elevators: None                      Stairways: One                      Trash Chutes: None

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
<u>1</u>	<u>1</u>	<u>3/1</u>	<u>846</u>	<u>192/48/361</u>	<u>laundry/lanai/storage</u>
<u>2</u>	<u>1</u>	<u>2/1</u>	<u>856/547</u>	<u>152/21/89/252</u>	<u>lanais/storage/laundry/carport</u>
<u>3</u>	<u>1</u>	<u>3/2</u>	<u>842</u>	<u>277/386/86/203</u>	<u>lanais/rec room/storage/carport</u>
<u>4</u>	<u>1</u>	<u>3/1</u>	<u>863</u>	<u>83/320</u>	<u>lanai/garage</u>
<u>5</u>	<u>1</u>	<u>3/1</u>	<u>760</u>	<u>117/131/59</u>	<u>laundry/deck/porch</u>
<u>6</u>	<u>1</u>	<u>3/1</u>	<u>776</u>	<u>396</u>	<u>lanai</u>
<u>7</u>	<u>1</u>	<u>3/1</u>	<u>760</u>	<u>144/93</u>	<u>lanais</u>

Total Apartments: 7

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

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

Boundaries of Each Apartment: (from Par. 4.2 of Declaration of Condominium Property Regime)

Limits of Apartments: Each unit shall include its entire structure, and the limited common land area appurtenant to such unit. The boundary of each unit is the exterior finished surfaces of the units' perimeter frame, walls, roofs, foundations, windows and frames, doors, beams and posts, if any.

Permitted Alterations to Apartments:

Each unit owner may alter the interior of any apartment, but subject to certain restrictions provided in paragraph 15.0 of the Declaration of Condominium Property Regime.

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: 14

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)	<u>6</u>	<u>8</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>14</u>
Guest	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
Unassigned	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
Extra for Purchase	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
Other:	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
Total Covered & Open:	<u>14</u>	<u>    </u>	<u>0</u>	<u>    </u>	<u>0</u>	<u>    </u>	<u>14</u>

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

Buyers are encouraged to find out which stall(s) will be available for their use.

Commercial parking garage permitted in condominium project.

Exhibit A & B (revised) contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming Pool                       Storage Area                       Recreation Area

Laundry Area                       Tennis Court                       Trash Chute/Enclosure(s)

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

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

There are no violations.                       Violations will not be cured.

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

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

See Exhibit "G " for further information.

11. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

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

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

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

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

\*An existing use permit, 85/EU-9 was approved to permit the seven dwelling units. See Exhibit F.

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

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

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

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

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

described in Exhibit "B" revised.

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit "B" revised.

as follows:

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

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

as follows:

<u>Unit</u>	<u>Percentage of Interest</u>
1	14.28571%
2	14.28571%
3	14.28571%
4	14.28571%
5	14.28571%
6	14.28571%
7	<u>14.28574%</u>
	100.0000%

The common interest was determined by allocating an equal percentage (fraction) to each unit, with the balance to total 100% allocated to Unit 7.

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 " C " revised describes the encumbrances against the title contained in the title report dated November 12, 2010 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

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

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

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

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

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

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

None. Apartments will be sold in "as in" condition.

2. Appliances:

None. Apartments will be sold in "as is" condition.

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

According to the letter dated December 24, 2002 from the Department of Planning & Permitting, City and County of Honolulu, the seven dwellings were constructed in 1958 and 1959.

**H. Project Phases:**

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

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

#### IV. CONDOMINIUM MANAGEMENT

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

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

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

not affiliated with the Developer.  the Developer or the Developer's affiliate.  
 self-managed by the Association of Apartment Owners  Other: \_\_\_\_\_

- B. **Estimate of Initial Maintenance Fees:**

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

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

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

See page 20.

- C. **Utility Charges for Apartments:**

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

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

\*There are submeters for water.

## V. MISCELLANEOUS

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

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

- Notice to Owner Occupants
- Specimen Sales Contract  
Exhibit "D" contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated November 5, 2010  
Exhibit "E" (revised) contains a summary of the pertinent provisions of the escrow agreement.
- Other: \_\_\_\_\_

### B. Buyer's Right to Cancel Sales Contract:

#### 1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sale contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report or Supplementary Report to a Final Report: Sales made by the developer are binding if:

- A) The Developer delivers to the buyer a copy of:
- 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
  - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); **AND**
- C) One of the following has occurred:
- 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
  - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
  - 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**
- B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective 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](http://www.capitol.hawaii.gov)  
 Website to access unofficial copy of laws: [www.hawaii.gov/dcca/hrs](http://www.hawaii.gov/dcca/hrs)  
 Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

This Public Report is a part of Registration No. 5379 filed with the Real Estate Commission on May 6, 2004.

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

YELLOW paper stock                       WHITE paper stock                       PINK paper stock

C. Additional Information Not Covered Above

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

**MAINTENANCE FEES.** Developer believes that there will be no maintenance fees. This is because all costs of every kind pertaining to each apartment and its respective limited common element, including but not limited to, cost of landscaping, maintenance, repair, replacement and improvement shall be borne entirely by the respective apartment owner. All utilities are separately metered or submetered. Based on the foregoing, there is no schedule of maintenance fees attached to this Public Report.

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

**RESERVES.** Developer discloses that no reserve study was done in accordance with Section 514A-83.6, Hawaii Revised Statutes, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. No reserves are necessary because there are no common elements that require any type of replacement or major repair. The Developer believes that any repairs to the roadway would be insignificant and that if a major cost were involved, it would be handled by way of a special assessment.

**NO WARRANTIES OR REPRESENTATIONS.** The Developer is not making any representation or warranty about the apartment, its furnishing and appliances, any electrical, plumbing or mechanical component of the apartment, and the Project. See Exhibit "D" for further information. A purchaser must conduct his or her own inspection of the apartment, its appliances, and all other features of the apartment and the Project. **THE DEVELOPER IS NOT OBLIGATED TO MAKE ANY REPAIRS TO ANY PART OF THE APARTMENT OR PROJECT.**

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

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

- 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.

YOSHIMOTO LLC, MAUNAHILU III LLC, MAUNAHILU II LLC, and MAUNAHILU LLC  
 Printed Name of Developer

By:  11/5/10  
 Duly Authorized Signatory\* Date

Jensen M. Yoshimoto, Member of YOSHIMOTO LLC  
 \_\_\_\_\_  
 Printed Name & Title of Person Signing Above

By:  11/5/10  
 Duly Authorized Signatory\* Date

Allan I Yoshimoto, Member of MAUNAHILU III LLC  
 and MAUNAHILU II LLC, and Alan Yoshimoto,  
 Manager of MAUNAHILU LLC  
 \_\_\_\_\_  
 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 Apartments

The Project contains the following seven units:

a. Unit 1 or 3905. Unit 1 consists of one freehold estate consisting of a two-story residential structure. This residential structure consists of a living room, kitchen, three (3) bedrooms and 1 bathroom with a lanai and laundry area on the second floor. The first floor contains two storage areas. There is no stairway between the two floors (access is over the sloping grounds around the structure). The net living area of the residential structure is approximately 846 square feet on the second floor, the laundry area consists of 192 square feet, and the lanai consists of approximately 48 square feet. The two storage areas on the first floor contains approximately 361 square feet. There are two partially covered parking stalls on the second level.

b. Unit 2 or 3905A. Unit 2 consists of one freehold estate consisting of a two-story residential structure. This residential structure consists of a living room, two bedrooms, one bathroom and a lanai on the second floor. The first floor contains a bedroom, living/dining room, kitchen, laundry room, and lanai. There is an interior stairway to the second floor. The net living area of the residential structure is approximately 856 square feet on the second floor, the lanai consists of approximately 74 square feet, and storage room contains approximately 21 square feet. The living area on the first floor contains approximately 547 square feet, laundry room contains approximately 89 square feet, and lanai contains approximately 78 square feet. Unit 2 also has a detached one car carport located within the limited common element land area of Unit 2. The carport contains approximately 252 square feet.

c. Unit 3 or 3901. Unit 3 consists of one freehold estate consisting of a two-story residential structure. This residential structure consists of a living, dining room/kitchen, three (3) bedrooms and 1 bathroom with a lanai on the second floor. The first or lower floor contains a recreation room with a bathroom, storage and wet bar. There is also a storage room, lanai, and the laundry facilities on the lower floor. The first and second floor are connected by an exterior stairway. The net living area of the residential structure is approximately 842 square feet on the second floor and the second floor lanai consists of approximately 73 square feet. The recreation room on the first or lower floor contains approximately 386 square feet, the lanai contains approximately 204 square feet, and storage room contains approximately 86 square feet. Unit 3 also includes the one-car carport that is attached to the first floor of Unit 4 and a detached one car carport located within the limited common element land area of Unit 3 containing approximately 203 square feet.

d. Unit 4 or 3901A. Unit 4 consists of one freehold estate consisting of a two-story residential structure. This residential structure consists of a living room, kitchen, three (3) bedrooms and 1 bathroom, with a lanai on the second floor. The laundry facilities are located on a walkway on the second floor. The first floor contains the two-car garage and a carport (for Unit 3). There is an exterior stairway to the second floor. The net living area

of the residential structure is approximately 863 square feet on the second floor, the lanai consists of approximately 83 square feet, and the garage on the first floor consists of approximately 320 square feet (the carport on the first floor is for Unit 3).

e. Unit 5 or 3901B. Unit 5 consists of one freehold estate consisting of a single story residential structure. This residential structure consists of a living room, kitchen, three (3) bedrooms and 1 bathroom, deck, laundry room and a porch. The net living area of this unit is approximately 760 square feet, the laundry room consists of approximately 117 square feet, the deck consists of approximately 131 square feet, and the porch consists of approximately 59 square feet.

f. Unit 6 or 3905B. Unit 6 consists of one freehold estate consisting of a single story residential structure. This residential structure consists of a living room, kitchen, three (3) bedrooms and 1 bathroom, and a lanai (the lanai has the laundry facilities). The net living area of this unit is approximately 776 square feet and the lanai consists of approximately 396 square feet.

g. Unit 7 or 3905C. Unit 7 consists of one freehold estate consisting of a single story residential structure. This residential structure consists of a living room, kitchen, three (3) bedrooms and 1 bathroom, and two lanais (one lanai also has the laundry facilities). The net living area of this unit is approximately 760 square feet, and the two lanais contain approximately 144 and 93 square feet.

## EXHIBIT "B" (REVISED)

### COMMON ELEMENTS

The common elements of the Project and which the units have immediate access to include:

- a. The land in fee simple.
- b. The common element roadway and/or driveway consisting of approximately 11,060 square feet of land area including any walkways, landscaping, walls, fences, or any other improvements located on or under such common element roadway land area.
- c. Notwithstanding anything to the contrary contained herein, the Retaining Walls designated on CPR Map Sheet B of said Condominium Map as being the shaded gray areas.
- d. The central and appurtenant installations for services such as power, light, gas, telephone, sewer, drainage, hot and cold water and like utilities which services more than one unit and any easements for such utility services.
- e. All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the Project.

### LIMITED COMMON ELEMENTS

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

- a. Unit 1 or 3905. The land area around and under Unit 1 which is delineated on the Condominium Map as a limited common element for Unit 1 is a limited common element for Unit 1 and is for the exclusive use of Unit 1 and consists of approximately 2,540 square feet. Unit 1 has one partially covered carport and sufficient area for another parking stall.
- b. Unit 2 or 3905-A. The land area around and under Unit 2 which is delineated in the Condominium Map as a limited common element for Unit 2 is a limited common element of Unit 2 and is for the exclusive use of Unit 2 and consists of approximately 3,657 square feet. Unit 2 is connected to the public sewer system however on a shared basis with Unit 1. Unit 2 has a one car carport and sufficient driveway area to provide parking for an additional vehicle for a total of two vehicles.
- c. Unit 3 or 3901. The land area around and under Unit 3 which is delineated in the Condominium Map as a limited common element for Unit 3 is a limited common element of Unit 3 and is for the exclusive use of Unit 3 and consists of approximately 4,443 square feet. Unit 3 is serviced by a cesspool that is shared with Unit 4. Unit 3 has a one car carport within its limited common element land and one car carport attached to Unit 4 for a total of 2 parking spaces.

d. Unit 4 or 3901-A. The land area around and under Unit 4 which is delineated in the Condominium Map as a limited common element for Unit 4 is a limited common element of Unit 4 and is for the exclusive use of Unit 4 and consists of approximately 1,985 square feet. This unit is serviced by a cesspool that is shared with Unit 3. The limited common element land area of Unit 4 is subject to an easement in favor of Unit 3 for maintenance, repair and/or replacement of the carport attached to Unit 4 that belongs to Unit 3.

e. Unit 5 or 3901-B. The land area around and under Unit 5 which is delineated in the Condominium Map as a limited common element for Unit 5 is a limited common element of Unit 5 and is for the exclusive use of Unit 5 and consists of approximately 10,585 square feet. Unit 5 is serviced by a cesspool that is shared with Units 6 and 7. Unit 5 shall have the exclusive right to use those certain parking stalls numbered 1 and 2 on Sheet A of the Condominium Map.

f. Unit 6 or 3905-B. The land area around and under Unit 6 which is delineated in the Condominium Map as a limited common element for Unit 6 is a limited common element of Unit 6 and is for the exclusive use of Unit 6 and consists of approximately 2,997 square feet. Unit 6 is serviced by a cesspool that is shared with Units 5 and 7. Unit 6 shall have the exclusive right to use those certain parking stalls numbered 5 and 6 on Sheet A of the Condominium Map.

g. Unit 7 or 3905-C. The land area around and under Unit 7 which is delineated in the Condominium Map as a limited common element for Unit 7 is a limited common element of Unit 7 and is for the exclusive use of Unit 7 and consists of approximately 6,592 square feet. Unit 7 is serviced by a cesspool that is shared with Units 5 and 6. Unit 7 shall have the exclusive right to use those certain parking stalls numbered 3 and 4 on Sheet A of the Condominium Map.

EXHIBIT "C" (REVISED)

ENCUMBRANCES AGAINST TITLE

1. For real property taxes due and owing, reference is made to the Budget and Fiscal Services, Real Property Assessment Division, City and County of Honolulu

2. Mineral and water rights of any nature in favor of the State of Hawaii.

3. DESIGNATION OF EASEMENT (10 feet wide)

PURPOSE : sanitary sewer, in favor of the CITY AND COUNTY OF HONOLULU

SHOWN : in Deed dated October 21, 1957, recorded in Liber 3385 at Page 304, said easement being more particularly described therein

4. DESIGNATION OF EASEMENT (10 feet wide)

PURPOSE : storm drainage, in favor of the CITY AND COUNTY OF HONOLULU

SHOWN : in Deed dated October 21, 1957, recorded in Liber 3385 at Page 304, said easement being more particularly described therein

5. DESIGNATION OF EASEMENT

PURPOSE : roadway (14 feet wide)

SHOWN : on tax map

6. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC. and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, now known as HAWAIIAN TELCOM, INC.

DATED : March 24, 1958

RECORDED : Liber 3408 Page 31

GRANTING : a perpetual right and easement for utility purposes as shown on map attached thereto

7. GRANT

TO : CITY AND COUNTY OF HONOLULU, a municipal corporation

DATED : August 19, 1964  
RECORDED : Liber 4851 Page 268  
GRANTING : an easement for utility purposes, as part of a sewer system, through, under and across the "easement area", being more particularly described therein

8. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC. and GTE  
HAWAIIAN TELEPHONE COMPANY INCORPORATED,  
now known as HAWAIIAN TELCOM, INC.

DATED : June 25, 1959  
RECORDED : Liber 3647 Page 67  
GRANTING : a perpetual right and easement for utility purposes as shown on map attached thereto

9. GRANT

TO : ALLAN ITARU YOSHIMOTO, husband of Lisa Elaine Dougherty Yoshimoto, and J. ALWIN YOSHIMOTO, husband of Susan Yoshimoto, "Grantee"

DATED : June 21, 1993  
FILED : Land Court Document No. 2038256  
RECORDED : Document No. 93-102569  
GRANTING : a perpetual non-exclusive easement and right of way for vehicular and pedestrian ingress and egress and for underground utilities over, under, across and through that certain Road Easement to be appurtenant to "Grantee's property", said easement being more particularly described therein

10. The terms and provisions contained in the following:

INSTRUMENT : ENCROACHMENT AGREEMENT (WALL)

DATED : December 22, 1997  
RECORDED : Document No. 98-042724  
PARTIES : THOMAS K. SING and JANET E. SING, husband and wife, TETSUICHI KURATA and KAY KAZUMI KURATA, husband and wife, and YOSHIMOTO FAMILY PARTNERS, a Hawaii limited partnership

11. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY  
REGIME FOR  
"MAUNAHILU PROPERTIES" CONDOMINIUM  
PROJECT

DATED : April 2, 2004  
RECORDED : Document No. 2004-073178  
MAP : 3747 and any amendments thereto

Said Declaration was amended by instruments dated May 14, 2004, recorded as Document No. 2004-102320, dated July 17, 2004, recorded as Document No. 2004-169653, dated October 7, 2005, recorded as Document No. 2005-205956, and dated November 5, 2010, recorded as Document No. 2010-172272

12. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS

DATED : April 2, 2004  
RECORDED : Document No. 2004-073179

13. The terms and provisions contained in the following:

INSTRUMENT : COMMON WALL AGREEMENT

DATED : May 18, 2010  
RECORDED : Document No. 2010-070291  
PARTIES : ASSOCIATION OF APARTMENT OWNERS OF  
MAUNAHILU PROPERTIES, a condominium association,  
and ADIR GADIEL, unmarried

## EXHIBIT D

### Summary of Sales Contract

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

Among other things, the Sales Contract:

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

6. If purchaser dies (any one of them) prior to closing, Developer has the right to return purchaser's funds, less any escrow cancellation fees and cost, and cancel the Sales Contract.

7. Provides that the closing cost shall be paid as follows:

a. By purchaser: title insurance, drafting of any note and mortgage, purchaser notary fees, recording fees, one half of escrow fees, and also a start fee for common expenses, if any.

b. By Developer: drafting of apartment deed and Developer notary fees, conveyance taxes, preliminary title report, and one half of escrow fees.

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

by purchaser:

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

by Developer:

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

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

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

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

EXHIBIT "E" (REVISED)

SUMMARY OF ESCROW AGREEMENT

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

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

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

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

- i) Escrow receives the purchasers' signed "Receipt for Public Report(s) and Notice of Right to Cancel";
- ii) Escrow receives a certification from the Developer that the Sales Contract is effective and that the rescission right requirements in favor of purchasers have been complied with by the Developer; and
- iii) The apartment deed conveying the unit to the purchaser has been recorded in the Bureau of Conveyances.

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

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

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

(e) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract. If a purchaser defaults, all deposits previously placed into Escrow will be forfeited by purchaser and Escrow may release such funds to Developer. See paragraph 9 of Escrow Agreement.

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

EXHIBIT "F"

DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**  
650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813  
Phone: (808) 523-4414 • Fax: (808) 527-6743

JEREMY HARRIS  
MAYOR



ERIC G. CRISPIN, AIA  
ACTING DIRECTOR

LORETTA K. C. CHEE  
DEPUTY DIRECTOR

2002/ELOG-2683(RLK)

December 24, 2002

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

Dear Mr. Lee:

Subject: Condominium Conversion Project  
3901 Maunahilu Place  
Tax Map key: 3-3-22: 20

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

Investigation revealed that the seven one-story single-family detached dwellings with fourteen all-weather surface off-street parking spaces met all applicable code requirements when they were constructed in 1958 and 1959 on this 43,756-square foot R-5 Residential District zoned lot.

Investigation also revealed the following:

1. The seven single-family detached dwellings were considered nonconforming dwelling units.
2. 85/EU-9 was approved with conditions on June 19, 1985 for the seven existing dwelling units. The continued use of the site and the seven dwellings is allowed in accordance with the June 19, 1985 approval letter.
3. At the time of inspection, the property was not surveyed, so we are unable to determine actual building setbacks from the property lines.

Mr. Abe Lee  
December 24, 2002  
Page 2

4. 75/SUB-125 was approved on July 10, 1975 for the designation of a 14-foot wide road easement through this parcel.

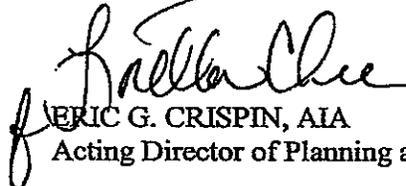
No other variances or special permits were granted to allow deviations from any applicable codes.

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

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

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

Sincerely yours,

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

EGC:ft  
Doc 194856

EXHIBIT "G"

---

**Carlo Priska A.I.A**

1552 Kewalo St. # 102  
Honolulu, Hawaii 96822  
Tel. / Fax. 808-536-4122  
e-mail: [carlo.aia@juno.com](mailto:carlo.aia@juno.com)

7 November, 2002

Mr. Allen Yoshimoto  
3909 Maunahilu Place  
Honolulu, Hawaii 96816

Dear: Mr. Yoshimoto

As per your instructions, a visual inspection was made of the property located at 3901 Maunahilu Pl., Tax Map Key number 3-3-022:020

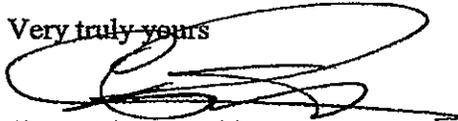
The purpose of this inspection was to examine and comment on the present state of the building.

The following describes my assessment of the present condition of the building:

1. The structures appear in good condition. The units appear to have no structural defects.
2. The electrical system and plumbing systems appear to be functioning properly and seem to be in satisfactory condition.
3. The expected useful life is estimated to be approximately 15 years.

**CONCLUSION:** The building at present is in good condition with no structural defects.

Very truly yours

  
Carlo Priska Architect  
Hawaii Registration Number 7676

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**Carlo Priska A.I.A**

1552 Kewalo St. # 102  
Honolulu, Hawaii 96822  
Tel. / Fax. 808-536-4122  
e-mail: [carlo.aia@juno.com](mailto:carlo.aia@juno.com)

7 November, 2002

Mr. Allen Yoshimoto  
3909 Maunahilu Place  
Honolulu, Hawaii 96816

Dear: Mr. Yoshimoto

As per your instructions, a visual inspection was made of the property located at 3901-A Maunahilu Pl., Tax Map Key number 3-3-022:020

The purpose of this inspection was to examine and comment on the present state of the building.

The following describes my assessment of the present condition of the building:

1. The structures appear in good condition. The units appear to have no structural defects.
2. The electrical system and plumbing systems appear to be functioning properly and seem to be in satisfactory condition.
3. The expected useful life is estimated to be approximately 15 years.

**CONCLUSION:** The building at present is in good condition with no structural defects.

Very truly yours

  
Carlo Priska Architect  
Hawaii Registration Number 7676

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**Carlo Priska A.I.A**

1552 Kewalo St. #102  
Honolulu, Hawaii 96822  
Tel. / Fax. 808-536-4122  
e-mail: [carlo.aja@juno.com](mailto:carlo.aja@juno.com)

7 November, 2002

Mr. Allen Yoshimoto  
3909 Maunahilu Place  
Honolulu, Hawaii 96816

Dear: Mr. Yoshimoto

As per your instructions, a visual inspection was made of the property located at 3901-B Maunahilu Pl., Tax Map Key number 3-3-022:020

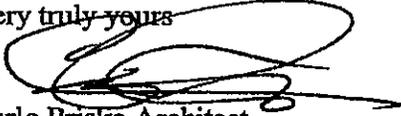
The purpose of this inspection was to examine and comment on the present state of the building.

The following describes my assessment of the present condition of the building:

1. The structures appear in good condition. The units appear to have no structural defects.
2. The electrical system and plumbing systems appear to be functioning properly and seem to be in satisfactory condition.
3. The expected useful life is estimated to be approximately 15 years.

**CONCLUSION:** The building at present is in good condition with no structural defects.

Very truly yours

  
Carlo Priska Architect  
Hawaii Registration Number 7676

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**Carlo Priska A.I.A**

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Honolulu, Hawaii 96822  
Tel. / Fax. 808-536-4122  
e-mail: [carlo.aia@juno.com](mailto:carlo.aia@juno.com)

7 November, 2002

Mr. Allen Yoshimoto  
3909 Maunahilu Place  
Honolulu, Hawaii 96816

Dear: Mr. Yoshimoto

As per your instructions, a visual inspection was made of the property located at 3905 Maunahilu Pl., Tax Map Key number 3-3-022:020

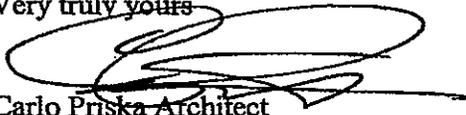
The purpose of this inspection was to examine and comment on the present state of the building.

The following describes my assessment of the present condition of the building:

1. The structures appear in good condition. The units appear to have no structural defects.
2. The electrical system and plumbing systems appear to be functioning properly and seem to be in satisfactory condition.
3. The expected useful life is estimated to be approximately 15 years.

**CONCLUSION:** The building at present is in good condition with no structural defects.

Very truly yours

  
Carlo Priska Architect  
Hawaii Registration Number 7676

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**Carlo Priska A.I.A**

1552 Kewalo St. # 102  
Honolulu, Hawaii 96822  
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e-mail: [carlo.aia@juno.com](mailto:carlo.aia@juno.com)

7 November, 2002

Mr. Allen Yoshimoto  
3909 Maunahilu Place  
Honolulu, Hawaii 96816

Dear: Mr. Yoshimoto

As per your instructions, a visual inspection was made of the property located at 3905-A Maunahilu Pl., Tax Map Key number 3-3-022:020

The purpose of this inspection was to examine and comment on the present state of the building.

The following describes my assessment of the present condition of the building:

1. The structures appear in good condition. The units appear to have no structural defects.
2. The electrical system and plumbing systems appear to be functioning properly and seem to be in satisfactory condition.
3. The expected useful life is estimated to be approximately 15 years.

**CONCLUSION:** The building at present is in good condition with no structural defects.

Very truly yours



Carlo Priska Architect  
Hawaii Registration Number 7676

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**Carlo Priska A.I.A**

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Honolulu, Hawaii 96822  
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e-mail: [carlo.aia@juno.com](mailto:carlo.aia@juno.com)

7 November, 2002

Mr. Allen Yoshimoto  
3909 Maunahilu Place  
Honolulu, Hawaii 96816

Dear: Mr. Yoshimoto

As per your instructions, a visual inspection was made of the property located at 3905-B Maunahilu Pl., Tax Map Key number 3-3-022:020

The purpose of this inspection was to examine and comment on the present state of the building.

The following describes my assessment of the present condition of the building:

1. The structures appear in good condition. The units appear to have no structural defects.
2. The electrical system and plumbing systems appear to be functioning properly and seem to be in satisfactory condition.
3. The expected useful life is estimated to be approximately 15 years.

**CONCLUSION:** The building at present is in good condition with no structural defects.

Very truly yours



Carlo Priska Architect  
Hawaii Registration Number 7676

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**Carlo Priska A.I.A**

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Honolulu, Hawaii 96822  
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e-mail: [carlo.aia@juno.com](mailto:carlo.aia@juno.com)

7 November, 2002

Mr. Allen Yoshimoto  
3909 Maunahilu Place  
Honolulu, Hawaii 96816

Dear: Mr. Yoshimoto

As per your instructions, a visual inspection was made of the property located at 3905-C Maunahilu Pl., Tax Map Key number 3-3-022:020

The purpose of this inspection was to examine and comment on the present state of the building.

The following describes my assessment of the present condition of the building:

1. The structures appear in good condition. The units appear to have no structural defects.
2. The electrical system and plumbing systems appear to be functioning properly and seem to be in satisfactory condition.
3. The expected useful life is estimated to be approximately 15 years.

**CONCLUSION:** The building at present is in good condition with no structural defects.

Very truly yours

  
Carlo Priska-Architect  
Hawaii Registration Number 7676

EXHIBIT "H"

**JAIME F. ALIMBOYOGUEN, LLC**  
Licensed Professional Land Surveyor  
Hawaii License Number LS-8216

92-324 Kewai Place  
Kapolei, HI 96707

Tel: 672-8589  
Fax: 672-9515

September 12, 2008

RE: Tax Map Key: 3-3-22:20  
Address: 3901 Maunahilu Place, Honolulu  
Owner: Yoshimoto Family Partners

To Whom It May Concern:

This is to certify that on September 3, 2008, a survey crew under my supervision and direction surveyed and re-staked the subject lot and located improvements along the perimeter.

The following is a list of improvements along with their respective positions:

- A. Lanai is on subject Lot 7.
- B. Rock wall is on Lot 98-E.
- C. Rock wall on subject Lot 7 extends for a maximum of 9.7 ft. into Lot 98-E.
- D. Rock wall is on subject Lot 7.
- E. End of rock curb on subject Lot 7 extends approximately 0.4 ft. into Lot 98-E.
- F. Rock wall on subject Lot 7 extends from 7.5 ft. to 8.1 ft. into Lot 98-E.
- G. Rock wall on Lot 15 extends approximately 0.2 ft. into subject Lot 7.
- H. Guy wire anchor and utility pole are on subject Lot 7.
- I. Rock wall is on subject Lot 7 and Lot 3. Specifically, it extends approximately 5.0 ft. into subject Lot 7 and 6.5 ft. into Lot 3.
- J. Drain manhole is on Lot 3.
- K. End of rock wall on subject Lot 7 extends approximately 1.3 ft. into Lot 3.
- L. Concrete slab is on Lot 3.
- M. Rock curb is on Lot 3.
- N. End of rock curb on Lot 3 extends approximately 0.3 ft. into subject Lot 7.
- O. Tile wall with vinyl fence is on Lot 3.
- P. Rock wall is a continuous wall that is on subject Lot 7 and Lot 3.
- Q. Guy wire anchor and utility pole extend approximately 1.1 ft. into subject Lot 7.
- R. End of rock wall on subject Lot 7 extends approximately 0.3 ft. into Maunahilu Place.
- S. Tile wall on subject Lot 7 extends approximately 0.3 ft. into Maunahilu Place.
- T. Rock wall on Lot 129-B extends from 0.1 ft. to 0.9 ft. to 0.3 ft. into subject Lot 7.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Jaime F. Alimboyoguen