CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer BRADLEY R. PULICE and LOREN M. PULICE
Address 3797 Diamond Head Circle, Honolulu, Hawaii 96815

Project Name(*): KAIMUKI HEIGHTS
Address: 905 16th Avenue, 3840 and 3840A Kaimuki Avenue, Honolulu, Hawaii 96816

Registration No. 5437 (Conversion)

Effective date: August 27, 2004
Expiration date: September 27, 2005

Preparation of this Report:

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

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

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

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

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

Type of Report:

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

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

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

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

(*) Exactly as named in the Declaration

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

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

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.

[X] No prior reports have been issued by the developer.

[ ] Changes made are as follows:

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT and not a subdivision. The land area beneath and immediately appurtenant to each apartment unit is designated a LIMITED COMMON ELEMENT and is not a legally subdivided lot. The broken lines on the Condominium Map bounding the designated number of square feet within each limited common element land area are for illustrative purposes only, and should in no way 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 Apartments
EXHIBIT "B": Boundaries of Each Apartment
EXHIBIT "C": Letter from the Department of Planning and Permitting dated December 5, 2003
EXHIBIT "D": Architect's Visual Inspection Report dated July 21, 2004
EXHIBIT "E": Description of Common Elements
EXHIBIT "F": Description of Limited Common Elements
EXHIBIT "G": List of Encumbrances Against Title
EXHIBIT "H" Existing Use Permit 2003/EU-25
EXHIBIT "I" Estimate of Maintenance Fee Disbursements
EXHIBIT "J": Summary of Pertinent Provisions of Sales Contract
EXHIBIT "K": Summary of Pertinent Provisions of Escrow Agreement
EXHIBIT "L": Letter from the Department of Planning and Permitting dated May 25, 2004

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: Bradley R. Pulice and Loren M. Pulice
Name*
3797 Diamond Head Circle
Business Address
Honolulu, Hawaii 96815

Phone: (808) 732-5886
(Residence)

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

N/A

Real Estate Broker*: Trans-Pacific Realty, Inc.
Name
615 Piikoi Street, Ste. 811
Business Address
Honolulu, Hawaii 96814

Phone: (808) 734-5900
(Business)

Escrow: First American Title Company, Inc.
Name
333 Queen Street, Suite 700
Business Address
Honolulu, Hawaii 96813

Phone: (808) 536-3866
(Business)

General Contractor*: N/A
Name

Business Address

Phone: _____
(Business)

Condominium Managing Agent*: Self-managed by the Association of Apartment Owners
Name

Business Address

Phone: _____
(Business)

Attorney for Developer: Anders G. O. Nervell, Esq.
Name Stanton Clay Chapman Crumpton & Iwamura
700 Bishop Street, Suite 2100
Business Address
Honolulu, Hawaii 96813

Phone: (808) 535-8400
(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
[X] Recorded - Bureau of Conveyances: Document No. 2004-159258
Book _____ Page _____
[ ] Filed - Land Court: Document No. _____

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

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
[X] Recorded - Bureau of Conveyances Condo Map No. 3814
[ ] Filed - Land Court Condo Map No. _____

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

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
[X] Recorded - Bureau of Conveyances: Document No. 2004-159259
Book _____ Page _____
[ ] Filed - Land Court: Document No. _____

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

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	---	Board of Directors

* 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:

1. To grant easements for utility easements (see paragraph 7.5 of the Declaration).

2 To amend the Declaration by filing an "as built" certificate (see paragraph 20.1 of the Declaration).

3. To amend the Declaration to comply with the requirements imposed by law, title insurers, lenders, etc. (see paragraph 20.2 of the Declaration).

4. To amend the By-Laws to comply with the requirements of any federal or State governmental agency (see Section 10.2(a) of the By-Laws).

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: 905 16th Avenue & 3840 and 3840A Kaimuki Avenue Honolulu, Hawaii 96816

Tax Map Key (TMK): (1) 4-5-58-49

[ ] Address [X] TMK is expected to change because the City and County of Honolulu may assign new CPR numbers for each unit

Land Area: 16,386 [X] square feet [ ] acre(s) Zoning: R-5

Fee Owner: Bradley R. Pulice and Loren M. Pulice
Name
3797 Diamond Head Circle
Address
Honolulu, Hawaii 96815

Lessor: N/A
Name

Address

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 3 Floors Per Building: See Exhibit "A"

   [X] Exhibit "A" contains further explanations.

3. Principal Construction Material:

   [ ] Concrete [ ] Hollow Tile [X] Wood

   [X] Other allied building material

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
[ ]	Other		[ ] Yes	[ ] No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?
[X] 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: See Article X, Section 10.7 of By-Laws (Dogs, cats and other household pets in reasonable numbers are permitted)

[ ] Number of Occupants: _____

[ ] Other: _____

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: none Stairways: none Trash Chutes: none

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
SEE EXHIBIT "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.**

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

Boundaries of Each Apartment: SEE EXHIBIT "B".

Permitted Alterations to Apartments:
Subject to restrictions in the Declaration and the By-Laws, an apartment owner may make additions to or alterations of his or her apartment or limited common elements appurtenant to such apartment. Furthermore, handicapped occupants may make reasonable modifications to their apartments, the limited common elements appurtenant thereto, and/or the common elements, at their own expense.

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: 7

	Regular Covered	Regular Open	Compact Covered	Compact Open	Tandem Covered	Tandem Open	TOTAL
Assigned	3			2		2	7
Guest							
Unassigned							
Extra for Purchase							
Other:							
Total Covered & Open:	3		2		2		7

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.

[X] Exhibit: "A" contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

[X] 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 SEE EXHIBIT "C"

[X] 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 "D"

11. Conformance to Present Zoning Code

a. [X] No variances to zoning code have been granted. SEE EXHIBIT "C"

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

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

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

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

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.

*** Owner/Developer has applied for and received an existing use permit (Existing Use Permit 2003/EU-25) which allows the units to be rebuilt in the event of destruction; provided, however, that all work shall be made in accordance with, and shall conform with, the terms and conditions set forth in the existing use permit. A copy of Existing Use Permit 2003/EU-25 is attached hereto as Exhibit "H" and made a part hereof.**

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 "E" .

[ ] 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 "F"*.

[ ] as follows:

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

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

[ ] described in Exhibit _____.

[X] as follows:

Unit	Percentage of Common Interest
905	1/3rd
3840	1/3rd
3840A	1/3rd

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 "G" describes the encumbrances against the title contained in the title report dated July 2, 2004 and issued by First American Title Company, Inc.

Blanket Liens:

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

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

[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**
Mortgage	Buyer's interest is subordinate to mortgagee's and is subject to termination. Buyer is entitled to return of any deposits paid, less escrow cancellation fees.

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. Units to be conveyed "as is". Developer is not making any warranties on the materials and workmanship of the Units.

2. Appliances: None. Appliances sold "as is".

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

The units were constructed prior to 1939 (See Exhibit "C"). The units are subject to an existing use permit that will allow reconstruction of the units provided compliance with certain terms and conditions. SEE EXHIBIT "H".

H. **Project Phases:**

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

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

IV. CONDOMINIUM MANAGEMENT

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

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

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

[ ] not affiliated with the Developer
[X] self-managed by the Association of Apartment Owners
[ ] the Developer or the Developer's affiliate
[ ] Other: _____

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

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be place 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 "H"* contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

*Note: Developer has not conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

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:

[X] None* [ ] Electricity (_____ Common Elements only _____ Common Elements & Apartments)

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

[ ] Water [ ] Sewer [ ] Television Cable

[ ] Other _____

V. MISCELLANEOUS

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

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

[ ] Notice to Owner Occupants

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

[X] Escrow Agreement dated July 21, 2004
Exhibit "K" 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 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. 5437 filed with the Real Estate Commission
on August 6, 2004.

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

[ ] YELLOW paper stock [X] 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 will be conveyed an apartment unit together with and "undivided" 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. The 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 elements, 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.

Insurance. 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 such insurance be common expenses. Developer anticipates that the Association will elect, pursuant to Paragraph 16.5 of the Declaration, 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.

Disclosure Regarding "AS-IS" Sale. The two apartments will be conveyed in their present "as is" condition. Potential buyers are strongly urged to have a professional home inspection to ascertain the exact condition of the property.

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, 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. 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 extend (if any) of such contamination and any necessary remedial action. The Developer will not correct any defects in the apartments 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.

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 hazards is recommended prior to purchase."

Driveway. The driveway is a limited common element appurtenant to units 3840 and 3840A. As a limited common element, the owners of units 3840 and 3840A will be jointly responsible for the cost of maintaining the driveway.

Parking Plan. The Existing Use Permit requires a minimum of 6 parking spaces with an all-weather surface (see condition 10 of EU Permit – Exhibit "H"). This requirement has been satisfied. See Exhibit "L".

Disclosure re. Active Real Estate Sales Person. The Developer, Loren M. Pulice, is an active Hawaii real estate salesperson (RS-44915) for the project's real estate broker, Trans-Pacific Realty, Inc.

Disclosure re. Selection of Real Estate Broker for Unit 905. This public report shall not bind a purchaser to the sale of Unit 905 until (1) the 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 covering Unit 905, and (2) gives a copy of said disclosure abstract to the purchaser, together with a copy of this public report. If any owner represents himself, herself, or themselves, however, no abstract need be given to the purchaser, as all necessary disclosures are covered in this report.

The broker listing agreement submitted to the Real Estate Commission prior to the issuance of this report covers only Units 3840 and 3840A.

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 section 514A-1.6 (The developer is required to make this declaration for issuance of an effective date for a 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.

BRADLEY R. PULICE and LOREN M. PULICE
Print Name of Developer

By: _____ July 21, 2004
BRADLEY R. PULICE Date

By: _____ July 21, 2004
LOREN M. PULICE Date

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

There are three (3) condominium apartments in the Project. Each of the three (3) residential dwellings contains one (1) condominium apartment. The apartments are more particularly described below:

1. Unit 905. Unit 905 is a one-story dwelling with a basement. The basement contains one (1) bedroom, a closet, and one (1) bathroom. The upper level contains four (4) bedrooms, two (2) bathrooms, a kitchen with laundry and pantry areas, a living room and a dining room, with a net living area of approximately 2,168 square feet. Unit 905 also has a porch of approximately 64 square feet, and a garage of approximately 336 square feet with a 91 square feet porch area.

2. Unit 3840. Unit 3840 is a one-story dwelling, without a basement, containing two (2) bedrooms, one (1) bathroom, a living room, a kitchen, and dining area, with a net living area of approximately 789 square feet. Unit 3840 also has a porch of approximately 70 square feet.

3. Unit 3840A. Unit 3840A is a two-story dwelling without a basement. The lower level contains a garage of approximately 412 square feet and a storage area. The upper level contains one (1) bedroom, one (1) bathroom, a kitchen, a living room, and a family room, with a net living area of approximately 676 square feet. Unit 3840A also has a porch of approximately 49 square feet, and a laundry structure of approximately 88 square feet with a 56 square feet porch area.

Parking. The Project contains a total of seven (7) parking stalls as follows:

1. Unit 905. Unit 905 has three (3) parking stalls. One (1) parking stall is located within the garage portion of the Unit as shown on the Condominium Map. The remaining two (2) parking stalls are located on the Dwelling Area appurtenant to Unit 905 as shown on the Condominium Map.

2. Unit 3840. Unit 3840 has two (2) parking stalls located on the Dwelling Area appurtenant to Unit 3840 as shown on the Condominium Map.

3. Unit 3840A. Unit 3840A has two (2) parking stalls located within the garage portion of the Unit as shown on the Condominium Map.

END OF EXHIBIT "A"

EXHIBIT "B"

Boundaries of Each Apartment

Each Unit consists of (a) all footings, floors, foundations, perimeter walls and roofs of the Building and all other improvements from time to time located upon the Dwelling Area appurtenant to the Units; (b) all of the space, fixtures, walls and other improvements located within such footings, floors, foundations, perimeter walls and roofs; (c) all exterior surfaces and finishes of such footings, floors, foundations, perimeter walls and roofs; (d) all decks, lanais, porches, steps, stairs or other improvements physically attached to any Building and for the exclusive use of the Owners and occupants of any Building; and (e) all portions of any carport or garage physically attached to, or contained in, any Building or located on the Dwelling Area appurtenant to the Unit and for the exclusive use of the owner and occupants of the Unit. The foregoing, as initially established or as hereafter changed pursuant to Paragraph 19.1 of the Declaration, is referred to herein as a Unit. A Unit shall not be deemed to include any pipes, wires, ducts, conduits, or other utility or service lines running through a Unit (or the Dwelling Area appurtenant to such Unit) which are utilized by or serve any other Unit.

END OF EXHIBIT "B"

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET • HONOLULU, HAWAII 96813
TELEPHONE: (808) 523-4414 • FAX: (808) 527-6743 • INTERNET: www.co.honolulu.hi.us

JEREMY HARRIS
MAYOR

ERIC G. CRISPIN, AIA
DIRECTOR

BARBARA KIM STANTON
DEPUTY DIRECTOR

2003/ELOG-3431(RLK)

December 5, 2003

Mr. Bradley R. Pulice
Stanton Clay Chapman Crumpton & Iwamura
Attorneys at Law
Amfac Tower, Suite 2100
700 Bishop Street
Honolulu, Hawaii 96813

Dear Mr. Pulice:

Subject: Condominium Conversion Project
905 16th Avenue, 3840 and 3840A Kaimuki Avenue
Tax Map Key (TMK): 3-2-48: 50

This is in response to your letter dated October 27, 2003 requesting verification that the structures on the above-mentioned property met all applicable code requirements at the time of construction.

Investigation revealed that the two one-story single-family detached dwellings and the two-story single-family detached dwelling with five all-weather surface off-street parking spaces met all applicable code requirements when they were constructed prior to 1939 on this 16,386-square foot R-5 Residential District zoned lot.

Existing Use Permit 2003/EU-25 was approved on August 5, 2003 with conditions for three existing single-family dwellings. Condition 10 requires a minimum of six parking spaces (two for each unit) be provided prior to any change in ownership or issuance of any building permit after the approval of this EU, whichever comes first.

58/Sub-293 was approved on September 25, 1958 by the City Planning Commission to the consolidation and resubdivision of Lots 1, 2 and 5 Block 85 of Ocean View Tract at Kaimuki into three lots: Lot A, 16,386 sq. ft., TMK: 3-2-48: 50; Lot B, 5,178 sq. ft., TMK: 3-2-48: 49; and Lot C, 12,186 sq. ft., TMK: 3-2-48: 78. The three single-family dwellings and existing improvements are all located on Lot A, TMK: 3-2-48: 50.

EXHIBIT "C"

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
Director of Planning and Permitting

EGC:ft
Doc 263747

July 21, 2004

Mr. Bradley R. Pulice
Mrs. Loren M. Pulice
3797 Diamond Head Circle
Honolulu, Hawaii 96815

Re: Condominium Conversion Project
Owners: Bradley R. Pulice & Loren M. Pulice
Address: 905 16th Avenue, 3840 and 3840A Kaimuki Avenue, Honolulu, Hawaii
TMK Nos.: (1) 3-2-48-50

Dear Mr. and Mrs. Pulice:

Pursuant to your instructions, a visual inspection was made of the three (3) single family dwellings located at 905 16th Avenue, and 3840 and 3840A Kaimuki Avenue, Honolulu, Hawaii, which structures will be designated as Unit 905, Unit 3840, and Unit 3840A, respectively, of the proposed Kaimuki Heights condominium project. The purpose of the inspection was to examine and comment on the present state of the buildings. The following describes my assessment of the present condition of the buildings:

Unit 905.

1. The structure appears to be in good condition. The unit is habitable and appears to be free from major structural defects.

2. The electrical and plumbing systems appear to be functioning properly and seem to be in good condition.

3. The expected useful life is estimated to be between 20 and 30 years.

Unit 3840.

1. The structure appears to be in good condition. The unit is habitable and appears to be free from major structural defects.

EXHIBIT "D"

2. The electrical and plumbing systems appear to be functioning properly and seem to be in good condition.

3. The expected useful life is estimated to be between 20 and 30 years.

Unit 3840A.

1. The structure appears to be in good condition. The unit is habitable and appears to be free from major structural defects.

2. The electrical and plumbing systems appear to be functioning properly and seem to be in good condition.

3. The expected useful life is estimated to be between 20 and 30 years.

CONCLUSION: At the present time, the buildings are in good condition with no major structural defects.

Very truly yours,

Edward A. Resh,
Licensed Professional Architect
No. 3239

233566

EXHIBIT "E"

Description of Common Elements

The common elements include the following located within the Project:

1. The Land in fee simple;

2. All pipes, cables, wires, ducts, conduits, electrical equipment, or other utility or service lines, drainage ditches or appurtenant drainage structures and retaining walls (if any), which are located outside the Units and which are utilized for or serve more than one Unit;

3. All pipes, cables, wires, ducts, conduits, electrical equipment, or other utility or service lines running through a Unit which are utilized by or serve more than one Unit;

4. Any and all other 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.

END OF EXHIBIT "E"

EXHIBIT "F"

Description of Limited Common Elements

The limited common elements include the following located within the Project:

1. The limited common elements so set aside and reserved for the exclusive use of Unit 905 are as follows:

(a) The site on which Unit 905 is located, consisting of the land beneath and immediately adjacent to Unit 905 (including any yard areas, landscaping, driveways, parking stalls, walkways, and access areas), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 905. Said site is referred to in the Declaration as the Dwelling Area, and the Dwelling Area for Unit 905 contains an area of 9,934 square feet.

(b) The two (2) parking stalls located on the Dwelling Area for Unit 905 as shown on the Condominium Map.

2. The limited common elements so set aside and reserved for the exclusive use of Unit 3840 are as follows:

(a) The site on which Unit 3840 is located, consisting of the land beneath and immediately adjacent to Unit 3840 (including any yard areas, landscaping, driveways, parking stalls, walkways, and access areas), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 3840. Said site is referred to in the Declaration as the Dwelling Area, and the Dwelling Area for Unit 3840 contains an area of 2,670 square feet.

(b) The two (2) parking stalls located on the Dwelling Area for Unit 3840 as shown on the Condominium Map.

(c) The driveway access (930 square feet) to Unit 3840 and Unit 3840A as shown on the Condominium Map.

3. The limited common elements so set aside and reserved for the exclusive use of Unit 3840A are as follows:

(a) The site on which Unit 3840A is located, consisting of the land beneath and immediately adjacent to Unit 3840A (including any yard areas, landscaping, driveways, parking stalls, walkways, and access areas), as shown and delineated on the Condominium Map (including the airspace above such site), is for the exclusive benefit of Unit 3840A. Said site is referred to in the

Declaration as the Dwelling Area, and the Dwelling Area for Unit 3840A contains an area of 2,852 square feet.

(b) The driveway access (930 square feet) to Unit 3840 and Unit 3840A as shown on the Condominium Map.

4. Any other common element of the Project which is rationally related to fewer than all the Units shall be deemed a limited common element appurtenant to and for the exclusive use of such Unit to which it is rationally related.

END OF EXHIBIT "F"

EXHIBIT "G"

List of Encumbrances Against Title

Encumbrances against the title as contained in the Commitment for Title Insurance dated July 2, 2004, and issued by First American Title Company are as follows:

1. Real property taxes due and payable. For more information contact the City and County of Honolulu, Department of Finance, Real Property Tax Assessment.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. Grant of Easement for sewer purposes in favor of the City and County of Honolulu, recorded in said Bureau of Conveyances in Liber 6702, Page 12.

4. The following "de minimus structure position discrepancy" (as said term is defined in Chapter 669, Hawaii Revised Statutes, as amended), as shown on the survey map prepared by Melvin M. Masuda, Licensed Professional Land Surveyor, dated September 29, 2002, and as disclosed by that certain Deed recorded February 21, 2003 in said Bureau of Conveyances as Document No. 2003-031973:

(a) Along the Northerly property line (between Lots A and B), the edge of a wooden fence crosses into Lot B from 1 to 2 inches, more or less.

(b) Along the Northerly property line (between Lots A and B), the edge of a CMU footing crosses into Lot B from 0 to 1 inch, more or less.

(c) Along the Northerly property line (between Lots A and B), the edge of a CMU footing crosses into Lot A from 0 to 2 inches, more or less.

5. The following encroachment(s), as shown on the survey map prepared by Melvin M. Masuda, Licensed Professional Land Surveyor, dated September 29, 2002, and as disclosed by that certain Deed recorded February 21, 2003 in said Bureau of Conveyances as Document No. 2003-031973:

(a) Along the Southerly property line (between Lot A and Kaimuki Avenue), the edge of a rock wall crosses into Kaimuki Avenue from 1 inch to 8 inches, more or less.

(b) Along the Southerly property line (between Lot A and Kaimuki Avenue), the edge of a rock column crosses into Kaimuki Avenue, 9 inches, more or less.

(c) Along the Westerly property line (between Lot A and 16th Avenue), the edge of a concrete walk crosses into 16th Avenue, 5 feet 10 inches, more or less.

(d) Along the Easterly property line (between Lot A and Parcel 63), the edge of a rock wall crosses into Lot A from 11 inches to 1 foot, more or less.

6. The terms and provisions contained in that certain Encroachment Agreement dated December 6, 2002, by and between David Wan Kui Chi, unmarried, and Sasaki Construction (USA), Inc., a Hawaii corporation, recorded in said Bureau of Conveyances as Document No. 2003-031972.

7. Mortgage dated February 18, 2003 in favor of Morgan Stanley Dean Witter Credit Corporation, a Delaware corporation, recorded in said Bureau of Conveyances as Document No. 2003-031974.

8. Mortgage dated February 18, 2004 in favor of Bank of Hawaii, a Hawaii corporation, recorded in said Bureau of Conveyances as Document No. 2004-036526.

9. Condominium Map No. 3814 filed in said Bureau of Conveyances.

10. Declaration of Condominium Property Regime dated July 21, 2004, recorded in said Bureau of Conveyances as Document No. 2004-159258.

11 By-Laws of the Association of Apartment Owners dated July 21, 2004, recorded in said Bureau of Conveyances as Document No. 2004-159259.

END OF EXHIBIT "G"

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET • HONOLULU, HAWAII 96813
TELEPHONE: (808) 523-4414 • FAX: (808) 527-6743 • INTERNET: www.co.honolulu.hi.us

JEREMY HARRIS
MAYOR

ERIC G. CRISPIN, AIA
DIRECTOR

BARBARA KIM STANTON
DEPUTY DIRECTOR

2003/EU-25(AM)

MINOR PERMIT	:	EXISTING USE (EU)
File Number	:	2003/EU-25
Project	:	Pulice Existing Use
Location	:	905 16th Avenue, 3840 and 3840A Kaimuki Avenue - Kaimuki
Tax Map Key	:	3-2-48: 50
Zoning	:	R-5 Residential District
Applicant	:	Bradley and Loren Pulice
Date Received	:	June 12, 2003
Date Accepted	:	June 20, 2003

APPROVAL is granted to the existing use, three (3) existing single-family dwellings in accordance with the application documents (plans date-stamped June 12, 2003), subject to the following conditions:

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 EU permit is only for the continued use, repair, alteration, expansion, relocation, or reconstruction of the existing dwellings. This Existing Use approval does not certify that the existing structures and improvements comply with the current zoning code or other regulations.

3. The existing laundry room for Units "3840" and "3840A" shall not be converted into a dwelling unit.

4. 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.

EXHIBIT "H"

5. 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.

6. The applicant or owner(s) shall incorporate this Existing Use Permit into the 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, Urban Design Branch. Upon approval of the covenant, a certified recorded copy shall be filed with the DPP, Urban Design Branch, prior to the change in any ownership or the issuance of any permits.

7. If the project will be condominiumized, the applicant or owner(s) shall submit a draft copy of the Condominium Property Regime (CPR) map and documents to the DPP, Urban Design Branch for review. Future work subsequent to the creation of a CPR may require approval from the homeowner's 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 work shall comply with the applicable Land Use Ordinance (LUO) standard for the underlying zoning district, unless otherwise stated herein:

   (1) There shall be no further reduction or obstruction, including fences, walls or parking, of access ways;

   (2) Within the project, the minimum distances between buildings shall be as follows:

      (i) 10 feet between two one-story dwellings;
      (ii) 15 feet between a one-story and a two-story dwelling or portion thereof; and
      (iii) 20 feet between two-story dwellings.

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

   (3) Maximum building area shall not exceed 40 percent of the original lot area of 16,386 square feet. 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, except for Unit "905", which shall be limited to a maximum building area of 40 percent for its limited common element.

9. All new work shall be compatible in design with the existing and surrounding structures. 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. A minimum of 6 parking spaces (2 for each unit) shall be provided prior to any change in ownership or issuance of any building permit subsequent to this approval, whichever comes first. The applicant shall submit a parking plan to the DPP, Urban Design Branch for review and approval, which shows a minimum of 6 parking stalls provided with an all-weather surface. At least fifty percent (50%) of the parking stalls shall be standard-sized and the balance may be compact-sized. Photographic documentation shall be provided to the DPP, Urban Design Branch as evidence towards compliance with this condition.

    Dwelling additions shall comply with the LUO parking regulations. Existing parking spaces within carports or garages shall not be converted into usable floor area (including garage or carport storage areas).

11. No fences or walls shall be constructed within any parking area or common access way that obstructs access to any unit. Existing fences and walls may be re-constructed to its current location and height. No new fences and walls shall be located in the required front yard. A revised plot plan shall be submitted to the DPP, Urban Design Branch for review and approval prior to the issuance of any building permit for fences or walls, which show <u>all</u> existing fences and walls and their height.

12. 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.

13. 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 and/or amend the above conditions.

Doc235941r1

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

SIGNATURE	TITLE	DATE
Patt Segundo for	Director	August 5, 2003

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

EXHIBIT "I"

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment	Monthly Fee x 12 months = Yearly Total
Unit 905	None
Unit 3840	None
Unit 3840A	None

No common expenses contemplated.

No reserve study done in accordance with Section 514A-83.6, Hawaii Revised Statutes.

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

Estimate of Maintenance Fee Disbursements:

Monthly Fee x 12 months = Yearly Total

Utilities and Services

Air Conditioning
Electricity
[ ] common elements only
[ ] common elements and apartments
Elevator
Gas
[ ] common elements only
[ ] common elements and apartments
Refuse Collection
Telephone
Water and Sewer

Maintenance, Repairs and Supplies

Building
Grounds

Management

Management Fee
Payroll and Payroll Taxes
Office Expenses

nsurance — Each unit owner will purchase his own insurance and name the Association as an additional insured

Reserves(*)

Taxes and Government Assessments

Audit Fees

Other

TOTAL

We, BRADLEY R. PULICE and LOREN M. PULICE the developer for the KAIMUKI HEIGHTS condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Signature — July 21, 2004 Date

Signature — July 21, 2004 Date

) 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 §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

EXHIBIT "J"

Summary of Pertinent Provisions of Sales Contract

The sales contract contains the price, description and location of the apartment and other terms and conditions under which a buyer will agree to buy an apartment in the Project. Among other things, the sales contract provides:

1. A section for financing to be filled in and agreed to by the parties which will set forth how the buyer will pay the purchase price.

2. That a buyer's deposits will be held in escrow until the sales contract is closed or cancelled.

3. That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

4. That in the event of default:
   If buyer defaults:
   - (1) Seller may bring an action for breach of contract;
   - (2) Seller may retain the deposits as liquidated damages;
   - (3) Buyer is responsible for any costs incurred under the sales contract.

   If seller defaults:
   - (1) Buyer may bring an action for breach of contract;
   - (2) Buyer may bring an action for specific performance;
   - (3) Seller is responsible for any costs incurred under the sales contract.

The prevailing party is entitled to recover all costs incurred including reasonable attorney's fees. Escrow fees incurred shall be deducted before disbursement to the prevailing party.

THE SALES CONTRACT CONTAINS VARIOUS OTHER PROVISIONS WHICH THE BUYER SHOULD BECOME ACQUAINTED WITH. THE INFORMATION CONTAINED HEREIN IS A ONLY A SUMMARY OF THE TERMS OF THE SALES CONTRACT. FOR MORE DETAILED INFORMATION, YOU MUST SECURE A COPY OF THE SALES CONTRACT AND READ IT THOROUGHLY.

END OF EXHIBIT "J"

EXHIBIT "K"

Summary of Pertinent Provisions of Escrow Agreement

The following is a summary of the Escrow Agreement dated July 21, 2004, entered into by and between BRADLEY R. PULICE and LOREN M. PULICE , husband and wife ("Seller"), and FIRST AMERICAN TITLE COMPANY, LTD., a Hawaii corporation ("Escrow").

The escrow agreement establishes an arrangement under which the deposits a buyer makes under a Deposit, Receipt, Offer and Acceptance ("sales contract") will be held by a neutral party (i.e., Escrow). Under the escrow agreement these things will or may happen:

(a) Signed copies of the sales contract will be provided to Escrow.

(b) Escrow will collect payments due pursuant to the sales contract.

(c) Seller will notify Escrow who in turn will notify buyer when payments are due.

(d) Escrow will accept buyer's payments pursuant to the sales contract and will hold the funds or make payments according to the escrow agreement.

(e) The escrow agreement states under what conditions escrow will disburse buyer's funds. Escrow will disburse upon receipt of the following:

1. the conveyance document;
2. all necessary releases of encumbrances;
3. the full amount of the purchase price;
4. any mortgage or other instrument securing payment; and
5. purchaser's share of the closing costs.

(f) Under the escrow agreement buyer shall be entitled to a refund, if buyer makes a written request for a refund and Escrow has received a written request from Seller to return buyer's funds. In addition, by law, (under Sections 514A-62 and 63, Hawaii Revised Statutes) buyer has a right to rescind a sales contract.

(g) The escrow agreement states what will happen to a buyer's funds upon default under the sales contract. Seller is required to certify to Escrow in writing that buyer defaults and that Seller is terminating the contract. Escrow will notify buyer by certified mail that Seller has cancelled contract. Escrow will treat the buyer's funds as belonging to the Seller subject to the provisions relating to dispute and conflicting demands.

(h) Escrow will coordinate and supervise the signing of all necessary documents.

(i) The escrow agreement sets forth Escrow's responsibilities in the event of any disputes.

THE ESCROW AGREEMENT CONTAINS VARIOUS OTHER PROVISIONS AND ESTABLISHES CERTAIN CHARGES WITH WHICH THE PURCHASER SHOULD BECOME ACQUAINTED. THE INFORMATION CONTAINED HEREIN IS ONLY A SUMMARY OF THE TERMS OF THE AGREEMENT. FOR MORE DETAILED INFORMATION, YOU MUST SECURE A COPY OF THE AGREEMENT AND READ IT THOROUGHLY.

END OF EXHIBIT "K"

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET • HONOLULU, HAWAII 96813
TELEPHONE: (808) 523-4414 • FAX: (808) 527-6743 • INTERNET: www.co.honolulu.hi.us

JEREMY HARRIS
MAYOR

ERIC G. CRISPIN, AIA
DIRECTOR

BARBARA KIM STANTON
DEPUTY DIRECTOR

Kathy Sokugawa
Acting Deputy Director

May 25, 2004

2004/ELOG-1124(AM)
2003/EU-25

Mr. Anders G. O. Nervell
Stanton Clay Chapman Crumpton & Iwamura
Attorneys at Law
Topa Financial Center
Bishop Street Tower
700 Bishop Street, Suite 2100
Honolulu, Hawaii 96813

Dear Mr. Nervell:

Draft Declaration of Condominium Property Regime
Existing Use Permit No. 2003/EU-25
Pulice Existing Use
905 16th Avenue, 3840 and 3840A Kaimuki Avenue – Kaimuki
Tax Map Key: 3-2-48: 50

This responds to your letter and submittal of May 21, 2004, for the above project in compliance with Condition Nos. 7 and 10 for Existing Use Permit No. 2003/EU-25.

We find that the revised sections (Section 9.1 "Principal Permitted Uses" and Section 3.4 "Parking") of the draft Declaration of Condominium Property Regime and the condominium map meet Condition No. 7 of 2003/EU-25. Furthermore, we find that photographs submitted in conjunction with the condominium map meet Condition No. 10 of 2003/EU-25. The condominium map will be the approved parking plan on file and has been so marked and placed in the file.

Upon recordation of the Declaration of Condominium Property Regime documents, please submit a **certified** recorded copy of the map and documents to our department for our file.

EXHIBIT "L"

If you have any questions, please contact Ann Matsumura of our staff at 523-4077.

Sincerely yours,

for Pat Segawa

ERIC G. CRISPIN, AIA
Director of Planning and Permitting

EGC:cs

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