

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer: NANCY HEHN DOWLING
Address: 1370 Mokolea Drive, Kailua, Hawaii 96734

Project Name (*): 941 Maunawili Circle
Address: 941 Maunawili Circle, Kailua, Hawaii 96734

Registration No. 5574 Conversion Effective date: April 1, 2005
Expiration date: March 8, 2006

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.
FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
[X] SUPPLEMENTARY: (pink) This report updates information contained in the:
[X] Must be read together with the Final Public Report effective date February 8, 2005

(*) 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. Not Required - Disclosures covered in this report.
Attached as Exhibit _____

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:

Subsequent to issuance of the Final Public Report, the Developer has executed and recorded that certain First Amendment to Declaration of Condominium Property Regime of 941 Maunawili Circle (the "First Amendment"). A copy of the First Amendment is attached hereto and made a part hereof as Exhibit "J". The First Amendment addresses the "Private Septic System", as defined in Section 19.2 of the Declaration of Condominium Property Regime "941 Maunawili Circle". The First Amendment adds language to Section 19.2(d)(ix) as follows:

- "(ix) It is very likely that in connection with the proposed construction of a two-bedroom dwelling as Unit 1, the appropriate governmental agency or agencies will determine (1) the existing cesspool will be inadequate or insufficient for such proposed construction, and (2) a new septic tank must be installed for the entire Project. Accordingly, upon such determination the parties shall proceed as follows." [Subsection (ix) continues on to outline the procedure to be followed by the Owners upon such determination by the governmental agency or agencies].

Prospective purchasers are encouraged to (i) review the First Amendment and (ii) to perform their own due diligence regarding the Private Septic System by contacting the appropriate federal, state and city and county agencies and reviewing any applicable laws, ordinances, guidelines or rules covering the Private Septic System. Developer makes no representations and hereby disclaims all warranties regarding the use, condition or availability of the current Private Septic System or whether the Private Septic System can be, or will need to be, modified, upgraded or replaced in whole or in part.

Exhibit "E" attached to the Final Public Report is revised hereby to include the above-referenced First Amendment. The revised Exhibit "E" is attached hereto.

Page 5 of the Final Public Report is revised hereby to reflect the developer's attorney who assisted in the preparation of the Supplementary Public Report.

The completion date of Unit 1 contained in paragraph G on page 16 of the Final Public Report is corrected hereby to be "2005" rather than "2003".

Special Notice. The Real Estate Commission requested the Developer to cease the sales and offering of sales of apartments in this condominium project between February 17, 2005 through March 31, 2005 and update the Developer's final public report with a developer's supplementary public report. Pursuant to Section 16-107-19, Hawaii Administrative Rules, sales contracts executed during the period that the Public Report was not in effect may be rescinded at the option of the purchaser and all monies refunded to the purchaser. The purchaser's right to rescind under this rule shall be void thirty (30) calendar days after receipt of written notification of these rights from the Developer or his real estate agent.

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I. PERSONS CONNECTED WITH THE PROJECT

Developer: **NANCY HEHN DOWLING** **Phone: 262-0068**
1370 Mokolea Drive
Kailua, Hawaii 96734

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) (attached separate sheet if necessary):

N/A

Real Estate Broker*: **White Sands Realty** **Phone: (808) 263-6480**
1370 Mokolea Drive
Kailua, Hawaii 96734

Escrow: **Hawaii Escrow & Title Inc.** **Phone: (808) 734-0909**
700 Bishop Street
Honolulu, Hawaii 96813

General Contractor*: **[N/A]** **Phone: _____**

Condominium Managing Agent*: **[SELF-MANAGED by the Association of Apartment Owners]** **Phone: _____**

Attorney for Developer: **William C. Byrns, Esq.** **Phone: (808) 523-3080 (Business)**
MacDonald Rudy Byrns O'Neill & Yamauchi **(808) 523-0759 (Facsimile)**
1001 Bishop Street
ASB Tower, Suite 2650
Honolulu, Hawaii 96813

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

II. CREATION OF THE CONDOMINIUM;
CONDOMINIUM DOCUMENTS

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

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

The Declaration for this condominium is:

Proposed

Recorded - Bureau of Conveyances

Document No. _____

Book _____ Page _____

Filed - Land Court:

Document No. 3197714

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

First Amendment to Declaration of Property Regime of 941 Maunawili Circle dated March 4, 2005, filed in said Office as Land Court Document No. 3238753.

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

The Condominium Map for this condominium project is:

Proposed

Recorded - Bureau of Conveyances Condo Map No. _____

Filed - Land Court Condo Map No. 1683

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

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

The Bylaws for this condominium are:

Proposed

Recorded - Bureau of Conveyances

Document No. _____

Book _____ Page _____

Filed - Land Court:

Document No. 3197715

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

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 D.

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:

Unit 941 - 50%

Unit 1 - 50%

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

Exhibit E describes the encumbrance against the title contained in the title report dated November 30, 2004 and issued by Hawaii Escrow & Title, Inc.

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

Unit 941 was constructed in 1955. Unit 1 was constructed in 2005.

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).

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 6-107, adopted by the Real Estate Commission, as amended).
 - H) Other: **Declaration dated March 11, 1977, filed as Document No. 808055, as amended by the First Amendment dated March 4, 2005, filed as Document No. 3238753.**

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

This Public Report is part of Registration No. **5574** filed with the Real Estate Commission on **December 27, 2004**.

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

YELLOW paper stock WHITE paper stock PINK paper stock

- 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.

NANCY HEHN DOWLING

Printed Name of Developer

By: Nancy Hehn Dowling MAR 10 2005
 Duly Authorized Signatory* Date

Nancy Hehn Dowling
 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 "E"

ENCUMBRANCES AGAINST TITLE

1. For Real Property Taxes that may be due and owing, reference is made to the Office of the Tax Assessor, City and County of Honolulu.
2. Covenants, conditions and restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 2607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as set forth in the Declaration, dated March 4, 1977, filed as aforesaid as Document No. 808055, as amended.
3. Mortgage dated December 15, 2003, filed as Land Court Document No. 3044396.
4. Declaration of Condominium Property Regime dated November 23, 2004, filed in said Office as Land Court Document No. 3197714 (Project covered by Condominium Map No. 1683). By-Laws dated November 23, 2004, filed as Document No. 3197715.
5. First Amendment to Declaration of Property Regime of 941 Maunawili Circle dated March 4, 2005, filed in said Office as Land Court Document No. 3238753.

OFFICE OF THE
ASSISTANT REGISTRAR, LAND COURT,
STATE OF HAWAII
Bureau of Conveyances

The original of this document was
recorded as follows:

DOCUMENT NO. 323 8753
DATE MAR 09 2005 TIME 9:02
TOT _____

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL (X) PICKUP ():

WILLIAM C. BYRNS, ESQ.
MacDonald Rudy Byrns O'Neill & Yamauchi
1001 Bishop Street
ASB Tower, Suite 2650
Honolulu, Hawaii 96813
Telephone (808) 523-3080

5 Total Pages

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM PROPERTY REGIME OF
941 MAUNAWILI CIRCLE**

Parties to the Document:

NANCY HEHN DOWLING, unmarried

Land Court Document No. 3197714
Transfer Certificate of Title No. 677,945

Property Description:

“941 Maunawili Circle” Condominium Project
Lot 1-A-2-F, Map 4, Ld. Ct. App. 754, Kailua,
District of Koolaupoko, City and County
of Honolulu, State of Hawaii

Tax Map Key No.: (1) 4-2-074:005

EXHIBIT
J

THIS AMENDMENT is made this ____ day of _____, 2005, by **NANCY HEHN DOWLING**, unmarried (the “Declarant”), whose post office and mailing address is c/o William C. Byrns, MacDonald Rudy Byrns O’Neill and Yamauchi, 1001 Bishop Street, Suite 2650, ASB Tower, Honolulu, Hawaii 96813;

WITNESSETH

WHEREAS, by Declaration of Condominium Property Regime of 941 Maunawili Circle dated November 23, 2004 (the “Declaration”), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the “Office of the Assistant Registrar”) as Land Court Document No. 3197714, as noted on Transfer Certificate of Title No. 677,945, Declarant created a 2-apartment condominium property regime known as “941 Maunawili Circle” (the “Project”) upon the land described therein;

WHEREAS, Section 20.1 of the Declaration reserves to the Declarant the right to amend the Declaration at any time prior to the first recording of a conveyance or transfer of an apartment in the Project;

WHEREAS, the Declarant has not recorded a conveyance or transfer of an apartment in the Project, and Declarant currently owns both apartments; and

WHEREAS, the Declarant wishes to amend the Declaration to add certain provisions regarding the Private Septic System, as defined in the Declaration;

NOW, THEREFORE, the Declarant hereby amends the Declaration to add the following provisions:

The following provision shall constitute new Section 19.2(d)(ix):

- (ix) It is very likely that in connection with the proposed construction of a two-bedroom dwelling as Unit 1, the appropriate governmental agency or agencies will determine (1) the existing cesspool will be inadequate or insufficient for such proposed construction, and (2) a new septic tank must be installed for the

entire Project. Accordingly, upon such determination the parties shall proceed as follows. The Owner of Unit 1 shall have the right to either expand the existing cesspool (if permitted by such agency or agencies) or install a new septic system at the same location as the existing cesspool or as close as practicable thereto (and remove and/or fill in or otherwise render inoperable the existing cesspool) and also install leachfields as near as practicable thereto. The Owner of Unit 1 shall bear one-thirds (1/3) of all fees and costs in connection with the installation of the new system (including the leachfields) including without limitation the planning, permits, purchase, installation, construction, hook-up thereof, and the Owner of Unit 941 shall bear one-third (1/3) of all such fees and costs, and the Declarant shall bear one-third (1/3) of all such fees and costs actually incurred. The owners of Unit 1 and Unit 941 shall provide documentation of all fees of costs to Declarant. All work will be done in a manner and at times that shall disrupt the Project, in general, and Unit 941, in specific, as minimally as practicable. The party performing such work shall, to the maximum extent feasible, upon completion thereof, restore all areas to their original conditions (i.e., their condition prior to the commencement of such work). The Owner of Unit 1 shall obtain all necessary or appropriate permits, and the Owner of Unit 941 shall sign any necessary or appropriate permits, applications or instruments necessary for the installation of the new system. After installation of the new system the Owners shall bear each bear one-half (1/2) of all costs of repair and maintenance for the new system including the leachfields, and the Declarant shall have no obligation therefore. This subparagraph (ix), and the portions thereof, shall supersede and control over any other conflicting provision(s) in this Paragraph 19.2 or otherwise in this Declaration.

The following provision shall constitute new Section 19.2(g):

- (g) Arbitration. Any dispute under this Paragraph 19.2 shall be resolved pursuant to the arbitration provisions set forth in this Declaration.

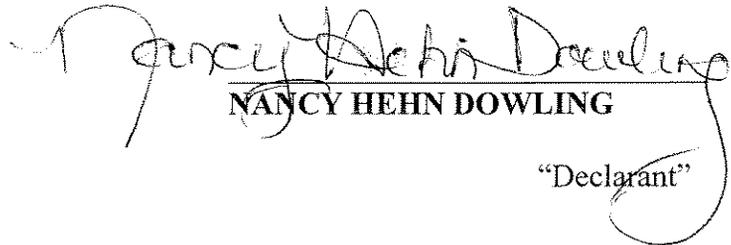
The following provision shall constitute new Section 19.2(h):

- (h) Release and Indemnification. Each Owner shall, by execution, acceptance and/or recordation of its conveyance document covering its Unit, shall be deemed to release and discharge Declarant, her personal representatives, heirs, successors, assigns, and agents from any and all liability in connection with the provisions of this Paragraph 19 regarding Alteration of Project. Each Owner acknowledges and agrees that (i) except as expressly set forth in paragraph 19.2 (d)(ix) above regarding the Declarant's

agreement to bear one-third (1/3) of the fees and costs described therein, Declarant has no duty, responsibility, liability or obligation to contribute to, pay, or reimburse the Owners for any fees or costs in connection with the Private Septic System, or any addition thereto, or otherwise in connection with the Project. Declarant has no duty, responsibility, liability or obligation to resolve, or in any way become involved with, participate in or be a party to, any dispute, claim, arbitration or lawsuit between the Owners regarding any alteration or proposed alteration of the Project, and (ii) the Owners must resolve such dispute, claim, arbitration or lawsuit between themselves without the Declarant pursuant to the provisions set forth in this Declaration. Each Owner shall defend, indemnify and hold harmless Declarant, her personal representatives, heirs, successor, assigns and against from any and all liability, losses, damages, fees, including without limitation attorneys' fees, costs and expenses incurred in connection with any such dispute, claim arbitration or lawsuit.

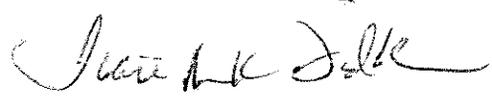
In all other respects, the Declaration and Condominium Map, as amended herein, is hereby ratified and confirmed and shall be binding upon and inure to the benefit of all persons now or at anytime hereafter owning or leasing all or any part of the Project.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the day and year first above written.


NANCY HEHN DOWLING
"Declarant"

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 4th day of MARCH, 2005, before me personally appeared **NANCY HEHN DOWLING**, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.



[Notary Signature]

Notary Public,

State of Hawaii

My commission expires: 9-27-2008

TIARÉ M.K. LINDHOLM

[Notary's Name Typed or Printed]

END OF
EXHIBIT

J