

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer

PEARL FUYUKO HOAPILI, PEARL LEINAALA FUMIKO HOAPILI, JOSEPHINE LEIMOMI MATSUKO TWIGG, and BETTY JANE MAHELANI FUYUKO YOWELL, also known as Betty Jane Mahalani Fuyuko Yowell

Address c/o 1521 Kupau Street, Kailua, Hawaii 96734

Project Name(*): WAIKALUA ROAD ESTATES

Address 45-079E, F, G and H Waikalua Road, Kaneohe, Hawaii 96744

Registration No. 5646 (Conversion)

Effective date: April 28, 2005

Expiration date: May 28, 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 governmental 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 expire 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.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

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

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

SPECIAL NOTICE:

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

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

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

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General Information on Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

I. PERSONS CONNECTED WITH THE PROJECT

Developer: PEARL FUYUKO HOAPILI, PEARL LEINAALA FUMIKO HOAPILI, JOSEPHINE LEIMOMI
MATSUKO TWIGG, and BETTY JANE MAHELANI FUYUKO YOWELL, also known as Betty
Jane Mahalani Fuyuko Yowell
c/o 1521 Kupau Street, Kailua, Hawaii 96734 Phone: c/o (808) 235-8511

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)

Real Estate Broker: Stanley K. Koki Phone: (808) 235-8511
Realty 808, Inc. (Business)
Name
46-005 Kawa Street, Suite 304
Business Address
Kaneohe, Hawaii 96744

Escrow: Old Republic Title and Escrow, Inc. Phone: (808)566-0200
Name (Business)
733 Bishop Street, Suite 2700
Business Address
Honolulu, Hawaii 96813

General Contractor: _____ Phone: _____
Name (Business)

Business Address

Condominium Managing Agent: Self managed by the Association of Unit Owners Phone: _____
Name (Business)

Business Address

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

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

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

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

The Declaration for this condominium is:

- Proposed
 Recorded - Bureau of Conveyances: Document No. _____
Book _____ Page _____
 Filed - Land Court: Document No. 3229104

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

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

The Condominium Map for this condominium project is:

- Proposed
 Recorded - Bureau of Conveyances, Condo Map No. _____
 Filed - Land Court Condo Map No. 1693

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

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

The Bylaws for this condominium re:

- Proposed
 Recorded - Bureau of Conveyances: Document No. _____
Book _____ Page _____
 Filed - Land Court: Document No. 3229105

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

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

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents**

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>N/A</u>

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

2. **Developer:**

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

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

The Declaration of Condominium Property Regime contains the following reserved rights in paragraph 16.0 (the Declarant is the Developer):

“The Declarant reserves the right, for a period of five (5) years from the date of the recording this Declaration, to amend the Declaration, Condominium Map, and the Bylaws (collectively the “Project Documents”), in order to correct any typographical or grammatical errors that may be contained in any of the foregoing, or to amend the Project Documents in order to have them comply with any applicable federal, State, or local law, rule, or regulation, and/or to comply with any requirements of any title insurer, financial institution, or governmental authority or agency. In connection with this reservation, each owner of a unit, by acceptance of his or her apartment deed, appoints the Declarant, and the Declarant’s successors and assigns, as his true and lawful attorney-in-fact, which appointment is coupled with an interest, to make, execute, enter into, and deliver one or more documents or instruments, amendments, applications, joinders, consents, ballots, and any other agreement that may be necessary or desirable to carry out the terms of this paragraph and to cause such amendment to a Project Document to be made and filed in the appropriate filing office. Notwithstanding the foregoing, nothing contained herein shall be construed as an obligation on the part of the Declarant to cause any such amendment to be made.”

Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

The developer of this condominium project may have entered into a master ground lease with fee simple owner of the land in order to develop the project. The developer may have then entered into an 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: 45-079E, F, G AND H Waikalua Road, Kaneohe, Hawaii 96744
Tax Map Key (TMK): (1) 4-5-005:-017

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

Land Area: 22,499 square feet acre(s) Zoning: R-5

Fee Owner: PEARL FUYUKO HOAPILI, PEARL LEINAALA FUMIKO HOAPILI, JOSEPHINE LEIMOMI MATSUKO TWIGG, and BETTY JANE MAHELANI FUYUKO YOWELL, also known as Betty Jane Mahalani Fuyuko Yowell
c/o 1521 Kupau Street, Kailua, Hawaii 96734

Lessor: N/A
 Name _____
 Address _____

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 4 Floors Per Building one
 Exhibit A contains further explanations.

3. Principal Construction Material:
 Concrete Hollow Tile Wood
 Other Allied building materials

4. Uses Permitted:

	<u>No of Apts.</u>	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>4</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other: Shed	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

Yes No

5. Special Use Restrictions:

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

[] Pets: _____

[] Number of Occupants: _____

[] Other: _____

[X] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>Identify</u>
<u>Unit E</u>	<u> 1 </u>	<u> 3/1 </u>	<u> 844 </u>	<u> 48/102/390 </u>	<u> lanai/laundry-storage/carport </u>
<u>Unit F</u>	<u> 1 </u>	<u> 3/1 </u>	<u> 720 </u>	<u> 37 </u>	<u> entry </u>
<u>Unit G</u>	<u> 1 </u>	<u> 3/1 </u>	<u> 720 </u>	<u> 37 </u>	<u> entry </u>
<u>Unit H</u>	<u> 1 </u>	<u> 3/1 </u>	<u> 926 </u>	<u> 24/78 </u>	<u> entry/laundry room </u>

Total Apartments: 4

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

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

Boundaries of Each Apartment:

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

Permitted Alterations to Apartments:

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

Apartments Designated for Owner-Occupant Only:

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

7. Parking Stalls:

Total Parking Stalls: 8

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (Unit E:) <u>1</u>			<u>1</u>				<u>2</u>
Units F,G, H: _____		<u>1</u>		<u>1</u>			<u>6</u>
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open	<u>4</u>		<u>4</u>		<u>0</u>		<u>8</u>

Each Apartment will have the exclusive use of at least 2 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

Commercial parking garage permitted in condominium project.

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

8. Recreational and Other Common Facilities:

There are no recreational facilities

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute/Enclosure(s)

Other: _____

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

There are no violations.

Violations will not be cured.

Violations and cost to cure are listed below.

Violations will be cured by _____

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

See the Architect Inspection Report dated June 26, 2004 prepared by Michael D. Lau, Reg. Arch. No. 8385 attached hereto as Exhibit "F".

1. Conformance to Present Zoning Code

a. No variances to zoning code have been granted.*

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

*An existing use permit was issued by the Department of Planning and Permitting, City and County of Honolulu. See Exhibit "G".

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

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

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

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

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

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

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

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

described in Exhibit B .

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit B*.

as follows:

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

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

described in Exhibit ____.

as follows:

Unit E	25%
Unit F	25%
Unit G	25%
Unit H	25%
	100%

The common interest was determined by allocating an equal percentage to each unit.

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

Exhibit C describes the encumbrances against the title contained in the title report dated February 11, 2005 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

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

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

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

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

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

N/A

F. Construction Warranties:

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

1. Building and Other Improvements:

None. There are no warranties, express or implied. Sales are "as-is."

2. Appliances:

None. There are no warranties, express or implied. Sales are "as-is."

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

Based on the letter dated May 5, 2004 from the Department of Planning & Permitting, City and County of Honolulu, the units were constructed as follows:

Unit E:	1951
Unit F & G:	1961
Unit H:	1935

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 the Developer or the Developer's affiliate.
- self-managed by the Association of Apartment Owners other _____

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

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

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

Exhibit n/a contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change)

See Page 20

C. **Utility Charges for Apartments:**

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

- None Electricity (_____ Common Elements only _____ Common Elements & Apartments)
- Gas (_____ Common Elements only _____ 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

Specimen Sales Contract

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

Escrow Agreement dated March 29, 2005

Exhibit E contains a summary of the pertinent provisions of the escrow agreement.

Other _____

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

A) The Developer delivers to the buyer a copy of:

1) Either the Final Public Report **OR** the Supplementary Public Report which as superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission;

AND

2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;

B) The buyer is given an opportunity to read the report(s); **AND**

C) One of the following has occurred:

1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or

2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or

3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

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

A) There is a material change in the project which directly, substantially and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**

B) The buyer has not waived the right to rescind.

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Report issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime
 - C) Bylaws of the Association of Apartment Owners
 - D) House Rules, if any. (NONE)
 - E) Condominium Map
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other: _____

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107), are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access official copy of laws: www.hawaii.gov/dcca/hrs

Website to access rules: www.hawaii.gov/dcca/har

This Public Report is part of Registration No. 5646 filed with the Real Estate Commission on April 11, 2005.

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

YELLOW paper stock WHITE paper stock PINK paper stock

C. Additional Information Not Covered Above

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

MAINTENANCE FEES. Developer believes that there will be no maintenance fees. This is because all costs of every kind pertaining to each apartment and its respective limited common element, including but not limited to, cost of landscaping, maintenance, repair, replacement and improvement shall be borne entirely by the respective apartment owner. All utilities are separately metered. The common element driveway consist of asphalt. This may have to be repaired or replaced in the future. Such an area may cost several thousand dollars to replace. Developer believes this would be best handled by a special assessment. Based on the foregoing, there is no schedule of maintenance fees attached to this Public Report.

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

RESERVES. Developer discloses that no reserve study was done in accordance with Section 514A-83.6, Hawaii Revised Statutes, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. No reserves are necessary because there are no common elements that require any type of replacement or major repair, except for the asphalt driveway which should require minimal repairs. Developer believes that any repair would be treated as a special assessment in order to avoid incurring additional expenses associated with the collection of maintenance fees on a monthly basis.

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

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

ROADWAY PARCEL LOT 10, The Project has an undivided 1/8th interest in Lot 10 which would provide access to Waikalua Road. However, the Developer discloses that the actual access that the occupants of the apartments in this Project in addition to the surrounding lots are presently utilizing is roadway Lot 1 (TMK (1) 4-5-5-01) which is adjacent to Lot 10. Lot 10 is presently being maintained like a yard area by the various lot owners that are adjacent to Lot 10. Developer does not know when, if ever, the use of Lot 1 would be terminated or when they would be denied access over it. Upon such termination, all apartments in the Project and other adjoining land owners would need to use Lot 10 for access purposes to and from Waikalua Road.

COMMON DRIVEWAY/EXISTING USE PERMIT. All the units in the Project are subject to the terms of the Existing Use Permit (EUP) attached as Exhibit G. The Developer discloses that the driveway has or will be paved in compliance with the EUP prior to any sale of an apartment in the Project.

- 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.

PEARL FUYUKO HOAPILI, PEARL LEINAALA FUMIKO HOAPILI, JOSEPHINE
LEIMOMI MATSUKO TWIGG and BETTY JANE MAHEALANI FUYUKO YOWELL

Printed Name of Developer aka Betty Jane Mahealani Fuyuko Yowell

Pearl Fuyuko Hoapili
PEARL FUYUKO HOAPILI

10/7/04
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.

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PEARL FUYUKO HOAPILI, PEARL LEINAALA FUMIKO HOAPILI, JOSEPHINE
LEIMOMI MATSUKO TWIGG and BETTY JANE MAHEALANI FUYUKO YOWELL

Printed Name of Developer aka Betty Jane Mahelani Fuyuko Yowell


 PEARL LEINAALA FUMIKO HOAPILI

10/7/04
 Date

Distribution:

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

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PEARL FUYUKO HOAPILI, PEARL LEINAALA FUMIKO HOAPILI, JOSEPHINE
LEIMOMI MATSUKO TWIGG and BETTY JANE MAHEALANI FUYUKO YOWELL

Printed Name of Developer aka Betty Jane Mahelani Fuyuko Yowell


JOSEPHINE LEIMOMI MATSUKO TWIGG

10-4-04
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.

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- 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.

PEARL FUYUKO HOAPILI, PEARL LEINAALA FUMIKO HOAPILI, JOSEPHINE
LEIMOMI MATSUKO TWIGG and BETTY JANE MAHEALANI FUYUKO YOWELL

Printed Name of Developer aka Betty Jane Mahelani
Fuyuko Yowell

Betty Jane Mahelani Fuyuko Yowell
BETTY JANE MAHEALANI FUYUKO YOWELL
aka Betty Jane Mahelani Fuyuko Yowell

10/23/04
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

The Project is hereby divided into the following four units:

a. Unit E. Unit E consists of one freehold estate consisting of a single story residential structure without a basement consisting of a living room, kitchen, 3 bedrooms, 1 bathroom, a lanai, a laundry and storage area, and a carport. The net living area of this unit is approximately 844 square feet, the lanai is approximately 48 square feet, the laundry and storage area is approximately 102 square feet, and the carport areas are approximately 390 square feet. The carport is sufficient for one regular and one compact parking stall. There is also a prefabricated metal storage structure adjacent to this dwelling.

b. Unit F. Unit F consists of one freehold estate consisting of a single story residential structure without a basement consisting of a living/dining room, kitchen, 3 bedrooms, 1 bathroom, and an entry. The net living area of this unit is approximately 720 square feet and the entry contains approximately 37 square feet. There is sufficient area in the limited common element appurtenant to this Unit for one regular and one compact parking stall.

c. Unit G. Unit G consists of one freehold estate consisting of a single story residential structure without a basement consisting of a living/dining room, kitchen, 3 bedrooms, 1 bathroom, and an entry. The net living area of this unit is approximately 720 square feet and the entry contains approximately 37 square feet. There is sufficient area in the limited common element appurtenant to this Unit for one regular and one compact parking stall.

d. Unit H. Unit H consists of one freehold estate consisting of a single story residential structure without a basement consisting of a living room, kitchen, family room, 3 bedrooms, 1 bathroom, a laundry room, and entry. The net living area of this unit is approximately 926 square feet, the laundry room contains approximately 78 square feet, and the entry contains approximately 24 square feet. There is sufficient area in the limited common element appurtenant to this Unit for one regular and one compact parking stall.

EXHIBIT "B"

Common Elements

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

a. The land in fee simple, the common element driveway consisting of approximately 2,631 square feet, and the undivided 1/8th interest in Roadway Lot 10 consisting of approximately 9,856 square feet.

b. The central and appurtenant installations for services such as power, light, gas, telephone, sewer, waste water system, if any, drainage, hot and cold water and like utilities which services more than one unit and any easements for such utility services, if any.

c. The common easements for drainage and all common or shared installations for underground and/or above ground utilities including electricity, water, telephone, and cable television which run upon or under the common element driveway or other easements, if any.

d. All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the Project including any easements for ingress and egress to and from Waikalua Road.

Limited Common Elements

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

a. Unit E. The land area surrounding and under Unit E is a limited common element of Unit E and is for the exclusive use of Unit E and consists of approximately 5,452 square feet.

b. Unit F. The land area surrounding and under Unit F is a limited common element of Unit F and is for the exclusive use of Unit F and consists of approximately 3,664 square feet.

c. Unit G. The land area surrounding and under Unit G is a limited common element of Unit G and is for the exclusive use of Unit G and consists of approximately 3,132 square feet.

d. Unit H. The land area surrounding and under Unit H is a limited common element of Unit H and is for the exclusive use of Unit H and consists of approximately 7,620 square feet.

e. Any fences, walls or utility systems or lines which are located within the limited common land area and which services or benefits only one unit shall be deemed a limited common element of such unit.

EXHIBIT "C"

Encumbrances Against Title

1. Title to all minerals and metallic mines reserved to the State of Hawaii.

2. As to Parcel First, Lot 3:

Designation of Easement for sanitary sewer, shown on Map 2, as set forth by Land Court Order No. 23084, filed on August 7, 1964.

3. As to Parcel Second, Lot 10:

A. Grant of Easement in favor of GTE Hawaiian Telephone Company Incorporated, granting an easement to build, construct, reconstruct, rebuild, reconstruct, repair, maintain and operate guys, anchors, pole and wire lines, etc., through, over and across Lot 10 (roadways).

B. Rights of others who may own undivided interest(s), or have easement or access rights, in said parcel.

4. As to Parcel Second, Lot 10:

Grant in favor of City and County of Honolulu, an easement for sewer purposes, dated November 30, 1976, filed in said Office as Document No. 796592.

5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Declaration of Condominium Property Regime for "Waikalua Road Estates" dated October 15, 2004, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 3229104.

9. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the By-Laws of the Association of Apartment Owners for "Waikalua Road Estates" dated October 15, 2004, filed in said Office, as Document No. 3229015.

10. Condominium Map No. 1693, as it may be amended from time to time, to which reference is hereby made, recorded in the Bureau of Conveyances, State of Hawaii.

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

EXHIBIT "D"

Summary of Sales Contract

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

Among other things, the Sales Contract:

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

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

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

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

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

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

by purchaser:

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

by Developer:

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

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

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

The Sales Contract contains various other provisions which purchaser should become acquainted with. If there is a any conflict between the terms of this summary and the Sales Contract, the latter shall control.

EXHIBIT "E"

Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Escrow is OLD REPUBLIC TITLE & ESCROW OF HAWAII, LTD. Under the Escrow Agreement dated March 29, 2005, these things will or may happen:

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

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

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

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

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

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

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

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

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

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

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

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

NOTE: Section 514A-63, Hawaii Revised Statutes, provides rescission rights to a purchaser under a binding contract if there is a material change in the project which directly, substantially and adversely affects the use or value of (1) such purchaser's apartment or appurtenant limited common elements, or (2) those amenities of the project for such purchaser's use.

If there is a any conflict between the terms of this summary and the Escrow Agreement, the latter shall control.

ARCHITECT / ENGINEER INSPECTION REPORT
(conversion)

July 26, 2004

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

RE: **"Waikalua Estates"**
Address/Unit Number: **45-079 E, F, G and H Waikalua Road**
TMK: (1) **4-5-5:17**

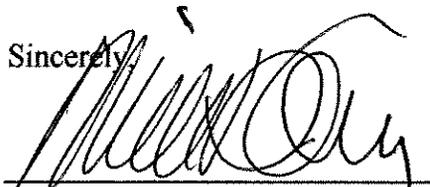
Submission for Final Public Report

Dear Commissioners:

The undersigned, being Registered Professional Architect, number 8385 in the State of Hawaii, hereby declares as follows:

1. I have examined the residential structures of the above referenced property.
2. Without invasive examination of covered components, my observations during this inspection are that the condition of the buildings appears to be commensurate with its age.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Lau", written over a horizontal line.

Michael D. Lau
Registered Professional
Architect No. 8385

EXHIBIT "G"DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU650 SOUTH KING STREET • HONOLULU II, HAWAII 96813
TELEPHONE: (808) 529-4414 • FAX: (808) 527-6743 • INTERNET: www.co.honolulu.hi.usJEREMY HARRIS
MAYORERIC G. CRISPIN, AIA
DIRECTORBARBARA KIM STANTON
DEPUTY DIRECTORKATHY SOKUGAWA
ACTING DEPUTY DIRECTOR

2004/ELOG-523(LT)

May 5, 2004

Mr. Questor Lau
ALL KINDS Drafting Services, LLC
2151 Wilder Avenue
Honolulu, Hawaii 96822

Dear Mr. Lau:

Subject: Condominium Conversion Project
45-079 E, F, G & H Waikalua Road
Tax Map Key (TMK): 4-5-005: 017

This is in response to your letter dated March 9, 2004 requesting verification that the structures on the above-mentioned property met all applicable code requirements at the time of construction.

Investigation revealed that the one-story single-family detached dwelling located at 45-079H Waikalua Road, the one-story single-family detached dwelling located at 45-079E Waikalua Road and the two one-story single-family detached dwellings located at 45-079F and G Waikalua Road with six gravel surface off-street parking spaces met all applicable code requirements when they were constructed in 1935, 1951, and 1961, respectively, on this 22,499-square foot R-5 Residential District zoned lot.

Investigation also revealed the following:

- 1) Existing use (EU) permit approval was granted with conditions on March 23, 2004 for four (4) single-family detached dwellings (File No. 2004/EU-1). One of the conditions addresses the parking. A minimum of eight parking spaces (two stalls for each dwelling unit) must be provided and comply with LUO parking regulations (e.g., paved with all-weather surface) prior to any change in ownership or issuance of any building permits. In addition, prior to approval of CPR documents, the common access driveway must be paved. Please consult the EU approval on other conditions.

Mr. Questor Lau
ALL KINDS Drafting Services, LLC
May 5, 2004
Page 2

- 2) Owners of the property have one fourth (1/4) interest in TMK: 4 5 005: 020, which is a private roadway to Waikalua Road.

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 for subdivision and zoning purposes.

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,

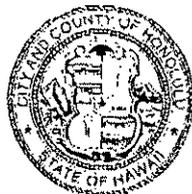

for ERIC G. CRISPIN, AIA
Director of Planning and Permitting

EGC:ft
Doc 295203

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET • HONOLULU, HAWAII 96813
TELEPHONE: (808) 527-4414 • FAX: (808) 527-6743 • INTERNET: www.cc.honolulu.hi.us

JEREMY HARRIS
MAYOR



ERIC G. CRISPIN, AIA
DIRECTOR

BARBARA KIM STANTON
DEPUTY DIRECTOR

Kathy Sokugawa
Acting Deputy Director

2004/EU-1(LW)

MINOR PERMIT	:	EXISTING USE (EU)
File Number	:	2004/EU-1
Project	:	Waikalua Road Estates
Location	:	45-079E, F, G, H Waikalua Road - Kaneohe
Tax Map Key	:	4-5-5: 17
Zoning	:	R-5 Residential District
Applicant	:	Pearl L. Hoapili
Date Accepted	:	February 10, 2004

APPROVAL is granted to the existing use for four (4) existing single-family dwellings in accordance with the application documents (plans date-stamped January 26, 2004), 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. In accordance with Section 2.100(a) of the LUO, in the event of destruction, uses may be continued and structures may be rebuilt under the approved existing use plan, provided that such restoration is permitted by the Building Code and Flood Hazard Regulations and is started within two years.
4. Only **minor modifications** to the EU plans shall be allowed. Any major modification which may have an adverse impact on surrounding land uses, increases the number of dwelling units, and/or involves the reconstruction and/or expansion of a dwelling(s) which is part of a larger development, shall require the processing of a Cluster Housing Permit.
5. 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. Upon approval of the covenant, a certified recorded copy shall be filed with the DPP, prior to the change in any ownership or the issuance of any permits.

6. 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 for our review. Future work subsequent to the creation of a CPR may require approval from the homeowners association prior to the start of work. If the EU Permit is incorporated into the CPR documents, a separate declaration of restrictive covenants is not required.
7. The proposed limited common element boundaries shown in the draft Condominium Property Regime (CPR) map shall be revised to ensure that each condominium unit can accommodate its required parking and existing common driveway.
8. All work shall comply with the applicable LUO standard for the underlying zoning district, unless otherwise stated herein:
 - (a) There shall be no further reduction or obstruction (including fences, walls or parking) of the common access driveway. All new fences, walls or structures shall be set back a minimum of 5 feet from the common access driveway.
 - (b) A 13-foot, 6-inch vertical clearance shall be maintained throughout the access driveway.
 - (c) 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, no portion of a building shall cross a CPR line. Reconstructed buildings shall comply with the required yards and height setbacks of the underlying zoning district as measured from limited common element lines.
 - (d) Maximum building area shall not exceed 40 percent of the original lot area of 22,499 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.
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. The boundaries of the existing gravel surface access driveway shall be designated, preserved and maintained as common access to facilitate vehicular maneuvering and pedestrian access into and out of the project. Prior to transfer of any ownership interest in the property or in the event of reconstruction of the dwelling units, whichever comes first, the applicant shall pave the common access driveway.

11. A minimum of 8 parking spaces, 2 stalls for each dwelling unit, shall be provided prior to any change in ownership or issuance of any building permits 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 8 parking stalls that meet the LUO parking standards. 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).
12. An all weather surface shall be provided at all driveways and required parking areas prior to the issuance of building permit, subsequent to this approval.
13. New or reconstructed fences shall be of an open material such as chain link or wrought iron.
14. 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.
15. The addition, alteration, or reconstruction of any dwelling unit shall comply with Fire Department requirements for access, water and/or Fire Department connections. Construction plans shall be submitted to the Fire Department and DPP for review and approval prior to issuance of building permits. All new work, excluding carports, shall provide an approved automatic fire sprinkler system in accordance with NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings.
16. 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.

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

	For Director	March 23, 2004
SIGNATURE	TITLE	DATE

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