

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer HOKULANI SQUARE, INC., a Hawaii corporation
Address 1415 Middle Street, Honolulu, Hawaii 96819

Project Name (*): "HOKULANI SQUARE"
Address: 1415 Middle Street, Honolulu, Hawaii 96819

Registration No. 5765 (Conversion) Effective date: March 7, 2006 Expiration date: April 7, 2007

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-30 286/986/189/1190/892/0197/1098/0800/0203/014

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report Not Required - Disclosures covered in this report.
As EXHIBIT "F"

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 ATTENTION

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 FOLLOWING.

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General Information On Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without 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: HOKULANI SQUARE, INC., Phone: (808) 845-9727
a Hawaii corporation (Business)
Name*
1415 Middle Street
Business Address
Honolulu, Hawaii 96819

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):

NAOMI HOKULANI CROUCH, President
STEVE CROUCH, Vice President/Secretary/Treasurer/Director

Real Estate Broker*: Ron Tom Realty, LLC Phone: (808) 841-6025
Name (Business)
1221 Kapiolani Blvd., Suite 250
Business Address
Honolulu, Hawaii 96814

Escrow Security Title Corporation Phone: (808) 535-6000
Name (Business)
1164 Bishop Street, Suite 1105
Business Address
Honolulu, Hawaii 96813

General Contractor*: N/A Phone: None
Name (Business)
Business Address

Condominium Managing Agent*: Cadmus Properties Corporation Phone: (808) 531-6847
Name (Business)
332 North School Street
Business Address
Honolulu, Hawaii 96817

Attorney for Developer: Vernon T. Tashima, Attorney at Law Phone: (808) 521-2951
Name (Business)
220 South King Street, Suite 888
Business Address
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. 2005-141373
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]:

- (1) First Amendment of Declaration of "HOKULANI SQUARE", dated December 21, 2005 and recorded as Document No. 2006-019935.
- (2) Second Amendment of Declaration of "HOKULANI SQUARE", dated February 9, 2006 and recorded as Document No. 2006-028777.

- 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. 4032
 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]:

Second Amendment of Declaration of 'HOKULANI SQUARE", dated February 9, 2006 and recorded as Document No. 2006-02877.

- 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. 2005-141374
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]:

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:

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

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

2. Developer:

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

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

To grant, adjust easements; to file "as built" amendment; changing parking stalls; to comply with governmental and mortgage requirements.

As to UNIT 19, ROOFTOP: The Developer reserves the right to continue as an owner of the remainder of the rooftop, as a separate unit of the Project, or to terminate such lease or any other lease affecting the rooftop, and convert the roof to a common element of the Project. Thereupon, the common interest for all residential units shall be recomputed based on eighteen (18) units and each of the 18 units shall have the same common interest.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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: 1415 Middle Street Tax Map Key (TMK): (1) 1-3-012:021
Honolulu, Hawaii 96819

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

Land Area: 10,530 [X] square feet [] acre(s) Zoning: B-1

Fee Owner: HOKULANI SQUARE, INC., a Hawaii corporation
 Name
1415 Middle Street
 Address
Honolulu, Hawaii 96819

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: 1 Floors Per Building: 4 plus Rooftop*
 Exhibit _____ contains further explanations.

3. Principal Construction Material:
 Concrete Hollow Tile Wood
 Other _____

4. Uses Permitted by Zoning:

	No. of Apts.	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>18</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 checked="" type="checkbox"/> Other-Rooftop Unit 19*	<u>1</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

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

* Rooftop (Unit 19): The rooftop is deemed a separate unit designated as Unit 19. A portion thereof is presently leased by the Developer to Nextel as a communication facility.

See pages 10a, 10b & 10c for other permitted uses.

TABLE 13-A
 B-1 NEIGHBORHOOD BUSINESS DISTRICT
 PERMITTED USES AND STRUCTURES

Principal	Special Accessory	Conditional
Eating establishments, provided a solid fence or wall 6 feet in height shall be erected and maintained on any side or rear boundary adjoining a residential or apartment district		
Financial Institutions		
Greenhouses, plant nurseries		
Laboratories, medical		
Medical clinics		
Meeting facilities		
Office buildings		
Personal services		
Photography studios		
Public uses and structures		
Repair establishments, minor		
Retail establishments		
Schools, business		
Schools, language		
Schools: Elementary, intermediate and high		
Theaters		
Utility installations, Type A		
Veterinary establishments in sound-attenuated buildings		

**TABLE 13-A
B-1 NEIGHBORHOOD BUSINESS DISTRICT
PERMITTED USES AND STRUCTURES**

Principal	Special Accessory	Conditional
Amusement and recreation facilities, indoor	See Article 9, Accessory Use	<u>Conditional Uses, Type 1:</u>
Art galleries, museums		Historic structures, Use of
Automobile service stations, provided a solid wall 6 feet in height shall be erected and maintained on any side or rear property line which adjoins* a residential, apartment or apartment mixed use district	In addition: Dwelling units, provided:	Joint development
Bars, nightclubs, taverns, provided a solid fence or wall 6 feet in height shall be erected and maintained on any side or rear boundary adjoining a residential or apartment district	1. They are for owners or caretakers of the principal use on the zoning lot.	Joint use of parking
Business services	2. They are located above or behind the principal uses in such a way that they do not interrupt commercial frontage.	Off-site parking facilities
Commercial parking lots and garages	3. No more than 4 are located on a zoning lot	Recreation facilities, outdoor
Consulates		Utility installations, Type B
Convenience stores		Wind machines with a rated Capacity of no more than 10 kilowatts
Dance or music schools		<u>Conditional Uses, Type 2:</u>
Day-care facilities		Amusement facilities, outdoor
Drive-thru facilities, provided that no speaker boxes and drive-thru lanes shall be within 75 feet and 20 feet respectively of a zoning lot in a country, residential, apartment or apartment mixed use zoning district		

(-continued-)

*Adjoining: without an intervening street or permanent open space over 25 feet in width.

TABLE 13-B
B-1 NEIGHBORHOOD BUSINESS DISTRICT
DEVELOPMENT STANDARDS

Standards	B-1
Minimum Lot Area	5,000 square feet
Minimum Lot Width and Depth	50 feet
Yards	10 feet
Front	Except for necessary access drives and walkways, all front yards shall be landscaped
Side and Rear	<p>Except for lots adjoining residential, apartment or apartment mixed use districts, side and rear yards shall not be required</p> <p>Where the side or rear property line of a zoning lot adjoins* the side or rear yard of a zoning lot in a residential, apartment or apartment mixed use district, there shall be a side or rear yard which conforms to the yard requirements for dwelling use of the adjoining district. Within 5 feet of the property line the yards shall be landscaped with a screening hedge, except for necessary drives and walkways.</p>
Maximum Density	Floor Area Ratio (FAR): 1.0
Maximum Height	<p>40 feet</p> <p><u>Transitional Height Setbacks:</u> Where a zoning lot adjoins* a zoning lot in a residential district, the residential district height setbacks shall be applicable at the buildable area boundary line of the adjoining side of the B-1 zoning lot (See Figure 9)</p>

*Adjoining: without an intervening street or permanent open space over 25 feet in width

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: No pets are allowed, except "guide dog" for disabled persons are permitted, and fish or birds in a tank or cage if consented to by the Board of the AOAO. See House Rules dated August 9, 2005.

Number of Occupants: No more than 6 people. See House Rules.

Other: See House Rules.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 1 Stairways: 4 plus 1 stairway leading to the rooftop Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
Ewa UNIT 201	1	2/1	550 sf		
Ewa UNIT 202	1	2/1	550 sf		
Ewa UNIT 203	1	2/1	550 sf		
Diamond Head UNIT 204	1	2/1	550 sf		
Diamond Head UNIT 205	1	2/1	550 sf		
Diamond Head UNIT 206	1	2/1	550 sf		
Ewa UNIT 301	1	2/1	550 sf		
Ewa UNIT 302	1	2/1	550 sf		
Ewa UNIT 303	1	2/1	550 sf		
Diamond Head UNIT 304	1	2/1	550 sf		
Diamond Head UNIT 305	1	2/1	550 sf		
Diamond Head UNIT 306	1	2/1	550 sf		
Ewa UNIT 401	1	2/1	550 sf		
Ewa UNIT 402	1	2/1	550 sf		
Ewa UNIT 403	1	2/1	550 sf		
Diamond Head UNIT 404	1	2/1	550 sf		
Diamond Head UNIT 405	1	2/1	550 sf		
Diamond Head UNIT 406	1	2/1	550 sf		
Rooftop UNIT 19	1	N/A	2,269 sf		Reserved by and for the Developer Portion thereof is presently leased to Nextel as a communication facility.

Total Number of Apartments: 19 Apartments including Rooftop (Unit 19) reserved by and for the Developer

6. Interior: (continued from previous page)

*** 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 square foot measurements of the nineteen (19) units are all approximate, and the floor area of all units as indicated is the net living area of each unit as measured from the interior surface of each unit's perimeter walls.

Permitted Alterations to Apartments:

Alterations of an apartment may be made with the approval of the Board of Directors and the written consent of the holders of all liens affecting the apartment.

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: 18

	Regular		Compact		Tandem		<u>TOTAL</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)							
UNIT 201	1	0	0	0	0	0	1
UNIT 202	1	0	0	0	0	0	1
UNIT 203	1	0	0	0	0	0	1
UNIT 204	1	0	0	0	0	0	1
UNIT 205	1	0	0	0	0	0	1
UNIT 206	1	0	0	0	0	0	1
UNIT 301	1	0	0	0	0	0	1
UNIT 302	1	0	0	0	0	0	1
UNIT 303	1	0	0	0	0	0	1
UNIT 304	1	0	0	0	0	0	1
UNIT 305	1	0	0	0	0	0	1
UNIT 306	1	0	0	0	0	0	1
UNIT 401	1	0	0	0	0	0	1
UNIT 402	1	0	0	0	0	0	1
UNIT 403	1	0	0	0	0	0	1
UNIT 404	1	0	0	0	0	0	1
UNIT 405	1	0	0	0	0	0	1
UNIT 406	1	0	0	0	0	0	1
Other: Rooftop Unit 19	0	0	0	0	0	0	0
Guest	0	0	0	0	0	0	0
Unassigned	0	0	0	0	0	0	0
Extra for Purchase:	0	0	0	0	0	0	0
Total Covered & Open:	<u>18</u>		<u>0</u>		<u>0</u>		<u>18</u>

Except for Unit 19, each apartment will have the exclusive use of at least one (1) 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 ____ contains additional information on parking stalls for this condominium project.

11. Conformance to Present Zoning Code

- a. No variances to zoning code have been granted.
 Variance(s) to zoning code was/were granted as follows:

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

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but 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> </u>	<u> X* </u>	<u> </u>
Lot	<u> X </u>	<u> </u>	<u> </u>

* See letter from City and County of Honolulu, Dept of Planning & Permitting dated March 13, 2004, marked as **EXHIBIT "G"**, attached to this Final Public Report.

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 those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

described in Exhibit "A" .

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit _____.

as follows:

PARKING STALL, STORAGE SPACE, WATER HEATERS and MAIL BOXES: There are a total of eighteen (18) parking stalls and a total of eighteen (18) storage spaces, water heaters and mailboxes. Each residential unit will be assigned one parking stall, one storage space, one water heater, and one mail box as a limited common element, as shown below and on First Amendment of Declaration dated December 21, 2005, recorded as Document No. 2006-019935 and Second Amendment of Declaration dated February 9, 2006 and recorded as Document No. 2006-028777.

<u>Unit No.</u>	<u>Parking Stall No.</u>	<u>Storage Space No.</u>	<u>Water Heater No.</u>	<u>Mail Box No.</u>
201	1	201	201	201
202	4	202	202	202
203	18	203	203	203
204	12	204	204	204
205	15	205	205	205
206	7	206	206	206
301	2	301	301	301
302	5	302	302	302
303	17	303	303	303
304	11	304	304	304
305	14	305	305	305
306	8	306	306	306
401	3	401	401	401
402	6	402	402	402
403	16	403	403	403
404	10	404	404	404
405	13	405	405	405
406	9	406	406	406

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:

Common Interest: (continued from previous page)

[] described in Exhibit _____.

[X] as follows:

Each residential unit shall have an undivided five and twenty-six percent hundredths (5.26%) interest:

<u>UNIT NO.</u>	<u>Undivided Interest</u>
201	5.26
202	5.26
203	5.26
204	5.26
205	5.26
206	5.26
301	5.26
302	5.26
303	5.26
304	5.26
305	5.26
306	5.26
401	5.26
402	5.26
403	5.26
404	5.26
405	5.26
406	5.26
Rooftop Unit 19	<u>5.32</u>
TOTAL	100.00%

- 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 "B" describes the encumbrances against the title contained in the title report dated February 14, 2006 and issued by Stewart Title Guaranty Company, Commitment for Title Insurance

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 Default or Lien is Foreclosed Prior to Conveyance

- 1 Mtg in favor of Investors Funding Corp., dated 10-14-03 & recorded as Doc #2003-228017.
- 2 Fin Stmt in favor of Investors Funding Corp., recorded as Doc #2003-228019.
- Note: While it appears that the foregoing Mtg should have been satisfied upon a subsequent sale or financing transaction, Security Title Corp. still finds it not released record. Ref is hereby Integrity Escrow & Title Co.'s Order #T04-0449, apparently closed on Jan 4, 2005.
- 3 Mtg in favor of Investors Funding Corp. dated 12-23-04 & filed as Doc # 3213779 & recorded as Doc #2005-001196.
- 4 Mtg in favor of Walter Y.C. Chang, Trustee & Sylvia S.W. Chang, Trustee, dated 9-24-03 & recorded as Doc #2003-206065.
- 5 Chang's Subordination Agreement dated October 14, 2003, recorded as Doc #2003-228018, which subordinates Chang's Mortgage to Item No. 1 above.
- 6 Chang's Subordination Agreement dated December 23, 2004, and recorded as Doc #2005-001197, which subordinates Chang's Mortgage to Item No. 3 above.
- 7 Assignment of Lessor's Interest in Leases & Rents in favor of Investors Funding Corp., dated 12-23-04 & filed as Doc #3213781 & as Doc #2005-001198.
- 8 Fin Stmt in favor of Investors Funding Corp., Trustee, recorded as Doc No. 2005-001199.

The Buyer's deposit shall be returned less Escrow Cancellation Fee. The Buyer may lose all rights to acquire the apartment. Further, should Buyer's deposit be disbursed by Escrow and the lien be foreclosed prior to conveyance to Buyer, Buyer may not be able to recover the deposit moneys.

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

1. Appliances:

The units are furnished with refrigerator, range/oven, hood fan, garbage disposal, exterior water heater, and circuit breaker panel located in each residential unit's bathroom.

There are no warranties on the existing appliances.

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

The 4-story 18-unit apartment building was built in 1978.

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):

The Developer reserves the right to add to, delete from, add/or modify the project or any part thereof, including without limitation, the right to merge with other projects, or by adding later phases to the project.

As to UNIT 19, ROOFTOP: The Developer reserves the right to continue as an owner of the remainder of the rooftop, as a separate unit of the Project, or to terminate the Nextel lease or any other lease affecting the rooftop, and convert the roof to a common element of the Project. Thereupon, the common interest for all residential units shall be recomputed based on eighteen (18) units with each of the 18 units having identical percentage common interest.

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, Exhibit "H"
- Specimen Sales Contract
Exhibit "E" contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated July 11, 2005
Exhibit "D" contains a summary of the pertinent provisions of the escrow agreement.
- Other _____

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
- B) Declaration of Condominium Property Regime, as amended.
- C) Bylaws of the Association of Apartment Owners, as amended.
- D) House Rules, if any.
- E) Condominium Map, as amended.
- F) Escrow Agreement.
- G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
- H) Other _____

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

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

This Public Report is a part of Registration No. 5765 filed with the Real Estate Commission on August 12, 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**

Non-conforming structures:

The 4-story 18-unit apartment building is considered legal but the 18 all-weather surface off-street parking spaces are considered non-conforming parking, as noted on the Department of Planning and Permitting letter dated March 13, 2004, marked as Exhibit "G", attached hereto.

The Park Dedication matter noted in said Exhibit "G" had been clarified in the letter dated January 27, 2006, from the Department of Planning and Permitting, marked as Exhibit "I", attached hereto.

Notice to Tenants:

Notice is required as units are or will be owner-occupied. See Exhibit "H" attached to this report.

As to UNIT 19, ROOFTOP:

The Developer reserves the right to continue as an owner of the remainder of the rooftop, as a separate unit of the Project, or to terminate such lease or any other lease affecting the rooftop, and convert the roof to a common element of the Project. Thereupon, the common interest for all residential units shall be recomputed based on eighteen (18) units, with each of the 18 units having identical percentage common interests.

NOTICE OF LIST PENDENS*: CIRCUIT COURT OF THE FIRST CIRCUIT
CIVIL NO. 05-1-1708-09 (FORECLOSURE)

PLAINTIFFS: WALTER Y.C. CHANG TRUST, WALTER Y. C. CHANG AND SYLVIA S.W. CHANG
VS.
DEFENDANTS: STEVEN CROUCH, HOKULANI CROUCH, HOKULANI SQUARE, INC.,
Investors Funding Corp.

Filed and entered on September 26, 2005 and recorded as Document No. 2005-201827 regarding foreclosure of the subject property.

***NOTE:** **NOTICE OF WITHDRAWAL OF LIS PENDENS** was filed and entered in the Circuit Court of the First Circuit on March 2, 2006. See Exhibit "J" attached to this report.

- 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.

HOKULANI SQUARE, INC., a Hawaii corporation
 Printed Name of Developer

By:  3-7-06
 Duly Authorized Signatory* Date

NAOMI HOKULANI CROUCH, President
 Printed Name & Title of Person Signing Above

By:  3-7-06
 Duly Authorized Signatory* Date

STEVE CROUCH, Vice President/Secretary/Treasurer/Director
 Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

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

EXHIBIT "A"

COMMON ELEMENTS

The common element will include the limited common elements and all other portions of the land and improvements other than the apartment, the land on which it is located and all elements mentioned in the Condominium Property Act which are actually constructed on the land herein described, and specifically shall include, but are not limited to:

- a) Land herein described in Exhibit "A" [attached to the Declaration] in fee simple.
- b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter walls, and interior load-bearing walls.
- c) All yards, boundary walls, and fences, if any; grounds, landscaping, walkways and sidewalks, if any; parking areas and driveways other than assigned parking spaces; and common balcony on each floor.
- d) All electrical equipment, wiring, fixtures and other control and appurtenant installations, including power and light, water and sewer lines; all pipes, conduits or other utility or service lines, including TV cable, if any, all of which that run through or are utilized by or serve more than one apartment, and, including, but not limited to, house electric panels and meter; sprinklers and control valves; driveway asphalt pavings; and entrance gate and gate operator.
- e) In building(s) with multiple floors and apartments, all walls separating, or between, adjacent units, and the space between apartments located on one floor and those located on floors above or below, as the case may be, are deemed common elements.
- f) Elevator; elevator machine room; manager's office; laundry area; utility room; storage areas or rooms; garbage area; and picnic area; all of the foregoing are on the ground level; also, all stairways; stairwells; and access balconies, and portion of the roof top designated as common elements all as indicated on the Condominium Map No. 4032, as amended.

END OF EXHIBIT "A"

EXHIBIT "B"

ENCUMBRANCES AGAINST TITLE

1. Tax Map Key: Oahu 1-3-012:021

Taxes for the Fiscal Year 2005-2006 are a lien; payable as follows:

1 ST Installment:	\$9,410.38	PAID
2 ND Installment:	\$9,410.38	DUE FEBRUARY 20, 2006

2. Reservation in favor of the State of Hawaii of all minerals and metallic mines.
3. Mortgage, Assignment of Rents and Security Agreement in Favor of INVESTORS FUNDING CORPORATION, a Hawaii corporation, as Trustee under unrecorded Loan Participation Agreement dated October 14, 2003 and recorded October 17, 2003 as Document No. 2003-228017.

NOTE: While it appears that the foregoing Mortgage should have been satisfied upon a subsequent sale or financing transaction, Security Title Corporation still finds it not released of record.

Reference is hereby made to Integrity Escrow and Title Co., Inc.'s Order No. T04-0449, apparently closed on January 4, 2005.

4. Financing Statement secured by INVESTORS FUNDING CORPORATION recorded on October 17, 2003 as Document No. 2003-228019.

NOTE: While it appears that the foregoing Financing Statement should have been satisfied upon a subsequent sale or financing transaction, Security Title Corporation still finds it not released of record.

Reference is hereby made to Integrity Escrow and Title Co., Inc.'s Order No. T04-0449, apparently closed on January 4, 2005.

5. Mortgage, Security Agreement and Financing Statement in favor of INVESTORS FUNDING CORPORATION, a Hawaii corporation, as Trustee for an unrecorded Loan Participation Agreement dated December 23, 2004 and recorded January 4, 2005 and filed as Document No. 3213779 and recorded as Document No. 2005-001196 (also affects other property).

6. Mortgage in favor of WALTER Y. C. CHANG, Trustee and SYLVIA S. W. CHANG, Trustee, dated September 24, 2003 and recorded on September 24, 2003 as Document No. 2003-206065

Subordination Agreement dated October 14, 2003, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2003-228018. Re: the foregoing Mortgage is hereby subordinated to that certain Mortgage shown as encumbrance No. 3.

Subordination Agreement dated December 23, 2004, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-001197. Re: the foregoing Mortgage is hereby subordinated to that certain Mortgage shown as encumbrance no. 5.

7. Assignment of Lessor's Interest in Leases and Rents in favor of INVESTORS FUNDING CORPORATION, a Hawaii corporation, as Trustee for an unrecorded Loan Participation Agreement dated December 23, 2004 and recorded January 4, 2005 as filed Document No. 3213781 and as Document No. 2005-001198 (also affects other property).
8. Financing Statement secured by INVESTORS FUNDING CORPORATION, Trustee, recorded on January 4, 2005 as Doc. No. 2005-001199.
9. The terms and provisions, including the failure to comply with any covenants, conditions, restrictions, reservations or obligations of that certain Communications Site License Agreement dated June 13, 2005, a Memorandum of Agreement of which is dated June 13, 2005, made by and between HOKULANI SQUARE, INC., a Hawaii corporation, "Licensor", and NEXTEL WIP LEASE CORP., a Delaware corporation, dba Nextel Partners, "Licensee", recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-116147, to which reference is hereby made. Re: Installing, operating and maintaining a radio communications facility and other improvements on a portion of Licensor's building located on the subject property, for a term of five (5) years commencing as of 12:01 a.m. on June 13, 2005, and terminating on the fifth anniversary of the commencement date with four (4) successive five (5) year automatic options to renew.
10. The terms and provisions, including the failure to comply with any covenants, conditions, restrictions, reservations or obligations of that certain Subordination Non-Disturbance and Attornment Agreement dated June 13, 2005, made by and between WALTER Y. C. CHANG, Trustee under that certain unrecorded trust of Walter Yin Choy Chang, dated

August 3, 1982, and SYLVIA S. W. CHANG, Trustee under that certain unrecorded trust of Sylvia S. W. Chang, dated August 3, 1982, "Lender", and NEXTEL WIP LEASE CORP., a Delaware corporation, "Licensee", recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-116148.

11. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "HOKULANI SQUARE", dated July 12, 2005 and recorded as Document No. 2005-141373. The foregoing Declaration of Condominium Property Regime was amended by instruments:

<u>DATED</u>	<u>DOCUMENT NO.</u>
December 21, 2005	2006-019935
February 09, 2006	2006-028777

12. Condominium Map No. 4032, as amended.
13. BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF "HOKULANI SQUARE", dated July 12, 2005 and recorded as Document No. 2005-141374.

EXHIBIT "C"
 ESTIMATE OF INITIAL MAINTENANCE FEES &
 ESTIMATE OF MAINTENANCE FEE DISBURSMENTS

AOAO HOKULANI SQUARE
 ESTIMATE OF FEE DISBURSMENT

ACCT #	DESCRIPTION	CURRENT MONTHLY BUDGET	ANNUAL BUDGET
MONTHLY RECEIPTS			
4010	MAINTENANCE	\$3,202.28	\$38,427.33
4200	INTEREST INCOME	\$50.00	\$600.00
4330	LATE FEES	\$20.00	\$240.00
4400	LAUNDRY INCOME	\$100.00	\$1,200.00
		\$3,372.28	\$40,467.33
DISBURSEMENTS			
5210	INS - SMP/FIRE/PPRTY	\$425.00	\$5,100.00
5213	INS - BOND	\$20.00	\$240.00
5214	INS - UMBRELLA	\$25.00	\$300.00
5250	LEGAL FEES(OWNERS)	\$25.00	\$300.00
5260	MANAGEMENT FEES	\$500.00	\$6,000.00
5270	AUDITING	\$50.00	\$600.00
5290	MISC. ADMIN COSTS	\$20.00	\$240.00
5300	BUILDING REPAIR/MAINT.	\$275.00	\$3,300.00
5301	BUILDING SUPPLIES	\$25.00	\$300.00
5316	ELEVATOR MAINT	\$300.00	\$3,600.00
5320	GROUND REPAIR/MAINT	\$50.00	\$600.00
5311	GROUNDS SUPPLIES	\$25.00	\$300.00
5340	EQUIP.REPAIR MAINT	\$175.00	\$2,100.00
5350	REFUSE COLLECTION	\$300.00	\$3,600.00
5530	OFFICE SUPPLIES	\$20.00	\$240.00
5620	GENERAL EXCISE	\$20.00	\$240.00
5710	ELECTRICITY	\$500.00	\$6,000.00
5740	WATER	\$300.00	\$3,600.00
5990	TOTAL BUDGETED EXPENSES	\$3,055.00	\$36,660.00
6500	NON-BUDGETED EXPENSES	\$0.00	\$0.00
6595	TOTAL EXPENSES	\$3,055.00	\$36,660.00
7500	TRANSFER TO RESERVES	\$317.28	\$3,807.33
7501	TRANSFER FROM RESERVES	\$0.00	\$0.00
6597	OPERATING GAIN/(LOSS)	\$0.00	\$0.00

MAINTENANCE FEE SCHEDULE

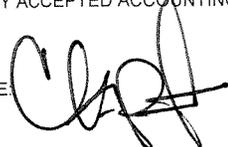
BUDGET I- 100% RESERVE FUNDING

UNIT TYPE & % COMMON INTEREST		MONTHLY FEES:	ANNUAL FEES:
ROOF UNIT	5.32%	\$170.36	\$2,044.33
APARTMENTS	5.26%	\$168.44	\$2,021.28

RESERVE FUNDING SCHEDULE

PROJECT	CURRENT ALLOCATION:	ESTIMATED COST:	ESTIMATED DATE:	ESTIMATED RESERVE CONTRIBUTION:	
PLUMBING		\$0.00	\$2,500.00	2010	\$41.67
ELECTRICAL		\$0.00	\$2,500.00	2010	\$41.67
ELEVATOR CAB		\$0.00	\$1,000.00	2010	\$16.67
PAINTING		\$0.00	\$5,000.00	2011	\$69.44
SECURITY CAMERAS		\$0.00	\$1,000.00	2011	\$13.89
LAUNDRY MACHINES		\$0.00	\$1,000.00	2011	\$13.89
PARKING GATE SYSTEM		\$0.00	\$3,000.00	2012	\$35.71
PARKING LOT SEALING		\$0.00	\$1,000.00	2012	\$11.90
FENCING		\$0.00	\$1,000.00	2015	\$8.33
ELEVATOR SYSTEM		\$0.00	\$10,000.00	2018	\$64.10
TOTALS:		\$0.00	\$28,000.00		\$317.28

I, CASEY PAET AS AGENT FOR/AND/OR EMPLOYED BY CADMUS PROPERTIES CORPORATION, THE CONDOMINIUM MANAGING AGENT/DEVELOPER FOR THE "HOKULANI SQUARE" CONDOMINIUM PROJECT, HERBY CERTIFY THAT THE ABOVE ESTMATES OF INITIAL MAINTENANCE ASSESSMENTS AND MAINTENANCE FEE DISBURSMENTS WERE PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPALS.

SIGNATURE: 

DATE: 8.15.05

EXHIBIT "C"

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment

Monthly Fee x 12 months = Yearly Total

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

EXHIBIT "C"

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

Insurance

Reserves(*)

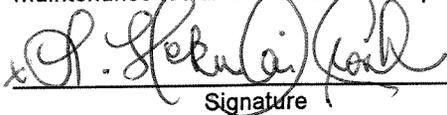
Taxes and Government Assessments

Audit Fees

Other

TOTAL

I, NAOMI HOUKULANI CROUCH ~~as agent for/and/or employed by~~
~~_____~~, the ~~condominium managing agent/~~developer for the "HOKULANI SQUARE"
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

March 7, 2006

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 "D"

SUMMARY OF THE PROVISIONS
OF THE ESCROW AGREEMENT

Among other provisions of the Escrow Agreement, the Agreement provides that:

Disbursement from the escrow fund may be made to pay for construction costs upon certification and approval for payment by an architect or engineer, and approved by Seller's lender. However, the agreement further provides that no disbursement of Purchaser's funds shall be made until (a) Escrow is notified by Seller that Real Estate Commission has issued an effective date for a Final Public Report, superseding all prior reports, on the project and that each purchaser has been given a copy of said Final Public Report; (b) purchaser executes the form of Receipt for Public Report and Notice of Right to Cancel and waives his right to cancel; and (c) the completion of construction of the project and the forty-six day lien period has expired or Seller has posted a Surety Bond or submits title insurance with lien waivers.

Further, Purchaser shall be entitled to a refund of Purchaser's funds, and Escrow shall pay the funds to Purchaser, without interest and less Escrow's cancellation fee upon receipt by Escrow of a written request from Seller to return to Purchaser the funds of such Purchaser then held hereunder by Escrow.

Subject to such deduction as may be provided in the Sales Contract, and an escrow cancellation fee, the purchaser shall be entitled to a return of his funds, and Escrow shall pay such funds to the purchaser, without interest, upon purchaser's written request, and, if any, one of the following events has occurred:

(a) Seller has instructed Escrow in writing to return to the purchaser the funds of the purchaser then being held hereunder by Escrow; or

(b) Seller has notified Escrow in writing of the Seller's exercise of the option to rescind the Sales Contract pursuant to any right of rescission stated herein or otherwise available to the seller; or

(c) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Public Report, the purchaser has exercised his right to cancel the contract pursuant to Section 514A-62, Hawaii Revised Statutes, as amended; and, upon any such cancellation, purchaser shall be entitled to a prompt refund of all monies paid, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00; or

(d) A purchaser has exercised his right to rescind the contract pursuant to Section 514A-63, Hawaii Revised Statutes, as amended, or

(e) If, in accordance with Part VI, Chapter 514A, Hawaii Revised Statutes:

i) no sales contract is offered to purchaser who was placed on the Developer's reservation list of owner-occupants, or upon a request from a person who is on the final reservation list but who has elected not to execute a sales contract; or

ii) the purchaser has been unable to obtain adequate financing, or a commitment for adequate financing, for his unit within fifty (50) calendar days following the end of the ten (1) calendar-day period during which the Developer is limited to selling to owner-occupants.

Upon the return of said funds to the purchaser as aforesaid, Escrow shall return to seller such purchaser's Sales Contract and any conveyancing documents theretofore delivered to Escrow pursuant to such Sales Contract. Other documents delivered to Escrow relating to the sale of the units identified in such Sales Contracts will be returned to the person from whom or entity from which they were received.

(f) In the event of default of the purchaser, purchaser's initial deposits shall be retained by Seller, as liquidated damages.

END OF EXHIBIT "D"

EXHIBIT "E"

SUMMARY OF SALES CONTRACT

The pertinent provisions of the sales contract for this project are as follows:

1. Deed:

Seller agrees to convey a good and marketable title to the property, free and clear of encumbrances except certain matters of record which do not materially affect the value of the property.

2. Binding Effect:

The contract also provides that, if it is executed and accepted prior to the completion of construction of the Apartment described herein, it will not be binding upon the Purchaser until; (a) An effective date for a Final Public Report superseding all prior reports, if any, has been issued by the Commission and true copy of such report (or a supplementary public report, if applicable) has been delivered to the Purchaser, either personally or by registered or certified mail; (b) The Purchaser has had full opportunity to read the report(s); and (c) The Purchaser executes the form of Receipt for Public Report and Notice of Right to Cancel delivered together with the aforesaid report(s) and waives his right to cancel.

Further the contract also provides that unless Purchaser has previously waived his right to cancel, he shall have the right to cancel this Contract prior to the earlier of (a) the conveyance of the Apartment to him, or (b) midnight of the 30th day following the date of delivery of the Final Public Report.

Upon such cancellation, Purchaser shall be entitled to a prompt and full refund of all monies paid, less escrow cancellation fees and other costs of purchase, up to a maximum of \$250.00.

Upon such refund, all rights of Seller and Purchaser under this Contract shall terminate and neither shall have any further liabilities hereunder. If Purchaser shall fail to make any payment when required or fails to perform any other obligation required of Purchaser under the Contract, Seller may, at Seller's option, cancel said contract and all sums paid by Purchaser shall belong absolutely to Seller as liquidated damages.

3. Closing Date: The contract provides that the closing of a sale shall be 46 days after the date of completion as defined by Sec 507-43 Hawaii Revised Statutes, or if completed then not earlier than thirty (30) days after acceptance of contract by seller, or such later date as the seller may set. Although the contract does not so state, the law provides that sales contract, for owner-occupants, the sales contract may (but not required to) be conditioned upon Purchaser obtaining adequate financing or a commitment for adequate financing by a date which is not earlier than fifty (50) days after the Seller executes and accepts the sales contract.

4. Default: In the event of default in the making of any payments, or failure to close, the seller may (1) cancel the contract and retain all deposits or payments made prior to default, or (2) decide not to cancel but charge a late fee of 10% of the amount then due and not paid.

5. Assignment of Contract: The Purchaser may assign the sales contract, prior to pre-closing, only with the prior written consent of the Seller, who may withhold the consent as Seller's discretion.

END OF EXHIBIT "E"

DISCLOSURE ABSTRACT
"HOKULANI SQUARE"

Page 1

- I. NAME OF PROJECT: "HOKULANI SQUARE"
LOCATION: 1415 Middle Street
Honolulu, Hawaii 96819
TMK NO: (1) 1-3-012:021 ZONING: B-1
- II. DEVELOPER/OWNER: HOKULANI SQUARE, INC., a Hawaii corporation
Mailing Address: 1415 Middle Street
Honolulu, Hawaii 96819
Phone: (808) 845-9727
- ESCROW COMPANY: Security Title Corporation
1164 Bishop Street, Suite 1105
Honolulu, Hawaii 96813
Tel: (808) 535-6000
- REAL ESTATE BROKER: Mr. Alan K. Morikawa
Ron Tom Realty, LLC
1221 Kapiolani Boulevard, Suite 250
Honolulu, Hawaii 96814
Tel: (808) 841-6025
Fax: (808) 841-1666
- CONDOMINIUM MANAGING AGENT: Cadmus Properties, Inc.
332 North School Street
Honolulu, Hawaii 96817
Tel: (808) 531-6847
- III. MAINTENANCE FEES: See attached schedule, EXHIBIT "C", of the "Final Public Report"
- IV. ----- **WARRANTIES** -----
A) Building and Other Improvements: NONE
B) Appliances: The units are furnished with refrigerator, range/oven, hood fan, garbage disposal, and exterior water heater.

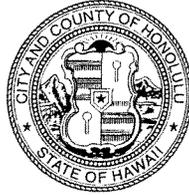
There are no warranties on the existing appliances.
- V. MIXED USED PROJECT; Residential & Hotel:
YES [] (Number of Apartments in each category) NO [X]
A. Residential N/A
B. Hotel N/A
- VI. COMMERCIAL OR NON-RESIDENTIAL DEVELOPMENT:
YES [] NO [X]

EXHIBIT "F"

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



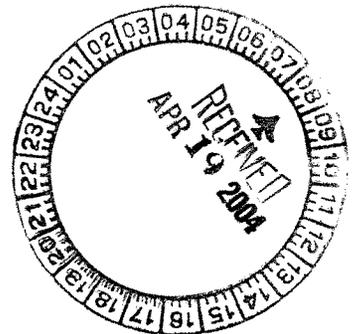
ERIC G. CRISPIN, AIA
DIRECTOR

BARBARA KIM STANTON
DEPUTY DIRECTOR

2003/ELOG-3425(E)

March 13, 2004

Mr. Vernon T. Tashima
Attorney at Law
A Law Corporation
Suite 888, Central Pacific Plaza
320 South King Street
Honolulu, Hawaii 96813



Dear Mr. Tashima:

Subject: Condominium Conversion Project
1415 Middle Street
Tax Map Key: 1-3-012: 021

This is in response to your letter dated October 24, 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 4-story 18-unit apartment building with 18 all-weather surface off-street parking spaces met all the applicable codes when it was built in 1978 on this 10,530-square foot, formerly B-3 Business-Residential zoned lot

Investigation also revealed that the lot is now zoned B-1 Neighborhood Business District. The 4-story 18-unit apartment building is considered a nonconforming because the 18 all-weather surface off-street parking spaces are considered nonconforming parking.

Under City Council Planning and Zoning Committee Report No. 1708, dated 08/31/77, the 18-unit apartment project qualified for exemption from the requirements of Park Dedication Ordinance No. 4621 because it was participating in the HUD Section 8 rental housing program, serving low to moderate income families. The exemption becomes null and void upon the withdrawal and/or cancellation of the project under the Section 8 program, and the owners will be required to comply with the Park Dedication Ordinance. We understand that some of the units are still being occupied by Section 8 families. However, with conversion to condominiums, we expect the project to comply with park dedication requirements.

Mr. Vernon T. Tashima
March 13, 2004
Page 2

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 other 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 this office at 527-6341.

Sincerely yours,



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

EGC:ft
Doc 281327

 **COPY**

TO: Tenant # 201 MARGALET Cheteco
1415 Middle St.
Honolulu, Hawaii 96819

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

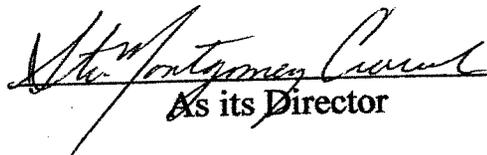
**NOTICE OF TERMINATION OF RENTAL AGREEMENT AND
OFFER OF SALE OF UNIT**

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

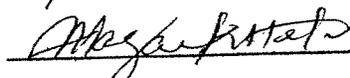
The rental Agreement dated October 1, 2004 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05


As its Director

Date 7/27/05



 **COPY**

T0: Tenant #202 TAKA MOSSMAN
1415 Middle St.
Honolulu, Hawaii 96819

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

**NOTICE OF TERMINATION OF RENTAL AGREEMENT AND
OFFER OF SALE OF UNIT**

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

The rental Agreement dated 5/19/04 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05

Stu Montgomery
As its Director

Date: 7/27/05

Jane Mossman

 **COPY**

T0: Tenant [#] 203 Joshimi Toreph
1415 Middle St.
Honolulu, Hawaii 96819

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

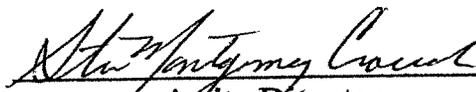
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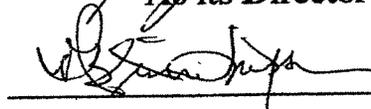
The rental Agreement dated 4/21/03 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05


As its Director

Date 7/27/05



 **COPY**

TO: Tenant #204 Andrew Waiwaiole
1415 Middle St.
Honolulu, Hawaii 96819

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

**NOTICE OF TERMINATION OF RENTAL AGREEMENT AND
OFFER OF SALE OF UNIT**

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

The rental Agreement dated 1/1/05 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05

Stu Montgomery-Crowd
As its Director

Date 7/27/05

Chad Smith

 **COPY**

T0: Tenant # 205 Ywei Futz
1415 Middle St.
Honolulu, Hawaii 96819

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

**NOTICE OF TERMINATION OF RENTAL AGREEMENT AND
OFFER OF SALE OF UNIT**

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

The rental Agreement dated 9/6/04 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05

Stu Montgomery
As its Director

Date: 7/27/05

Ywei Futz

 **COPY**

T0: Tenant # 206 *JAMES MANCUS*
Agnes MANCUS
1415 Middle St.
Honolulu, Hawaii 96819

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

**NOTICE OF TERMINATION OF RENTAL AGREEMENT AND
OFFER OF SALE OF UNIT**

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The rental Agreement dated 1/1/05 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05

Stu Montgomery Crowl
As its Director

Date 8/3/05

J.M.

T0: Tenant #301
1415 Middle St.
Honolulu, Hawaii 96819

 **COPY**

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

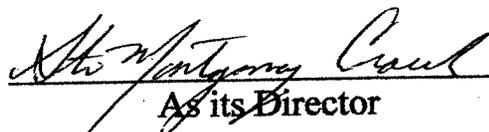
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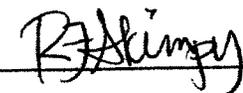
The rental Agreement dated July 1 2005 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05


As its Director

Date 8/3/05



T0: Tenant [#] 302 NATHAN NETHER
1415 Middle St.
Honolulu, Hawaii 96819

 **COPY**

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

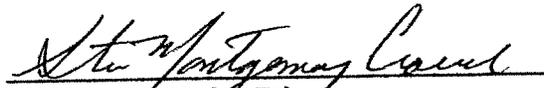
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OFFER OF SALE OF UNIT**

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

The rental Agreement dated 6/1/04 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05


As its Director

Date 7/27/05



T0: Tenant # 303 JAMES James
1415 Middle St.
Honolulu, Hawaii 96819

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

 **COPY**

**NOTICE OF TERMINATION OF RENTAL AGREEMENT AND
OFFER OF SALE OF UNIT**

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

The rental Agreement dated 12/01/05 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05

Date: 7/27/05

St. Monty Crutch
As its Director

James James

TO: Tenant #304 FESA SACHIKO
1415 Middle St.
Honolulu, Hawaii 96819

 **COPY**

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

**NOTICE OF TERMINATION OF RENTAL AGREEMENT AND
OFFER OF SALE OF UNIT**

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

The rental Agreement dated 12/27/03 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05

Stu Montgomery Crowl
As its Director

Date 8/2/05

Sachiko Fesa

T0: Tenant #305 FSKOR KUMA
1415 Middle St.
Honolulu, Hawaii 96819

 **COPY**

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

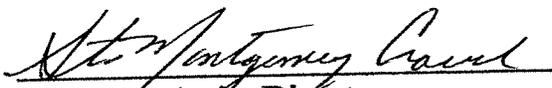
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OFFER OF SALE OF UNIT**

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

The rental Agreement dated 2/1/05 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05


Asst Director

Date 7/27/05



ROBERT LEE

 **COPY**

T0: Tenant [#] 306 Colleen Kopanua
1415 Middle St.
Honolulu, Hawaii 96819

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

**NOTICE OF TERMINATION OF RENTAL AGREEMENT AND
OFFER OF SALE OF UNIT**

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

The rental Agreement dated 4/24/03 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05

Allen Montgomery
As its Director
Colleen B. Kopanua

Date 7/27/05

 **COPY**

T0: Tenant #401 B0 KAUFASI
1415 Middle St.
Honolulu, Hawaii 96819

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

yes

NOTICE OF TERMINATION OF RENTAL AGREEMENT AND OFFER OF SALE OF UNIT

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

The rental Agreement dated 6/1/03 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05

St. Montgomery Crowl
As its Director

Date 7/27/05

Shou-T. Haynes

(MONICA, COOKIES)

TO: Tenant #402 Cuc Nguyen
1415 Middle St.
Honolulu, Hawaii 96819

 **COPY**

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

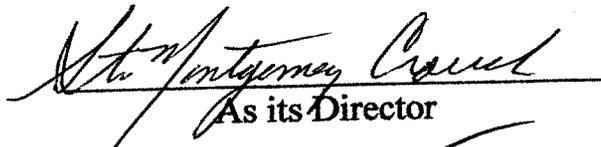
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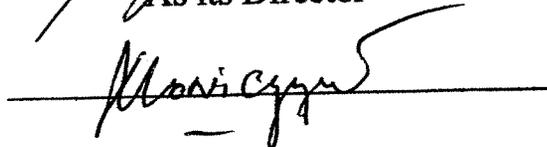
The rental Agreement dated 10/15/03 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALTY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05


As its Director

Date 8/3/05



403 - VACANT

404 - STEVE'S
DAUGHTER
(OCCUPANT)

T0: Tenant #405 JOR KANE
1415 Middle St.
Honolulu, Hawaii 96819

 **COPY**

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

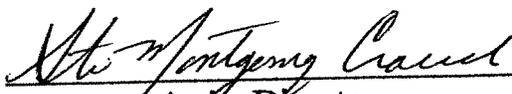
**NOTICE OF TERMINATION OF RENTAL AGREEMENT AND
OFFER OF SALE OF UNIT**

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

The rental Agreement dated MAY 29 03 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05


As/its Director

Date 08/02/05



T0: Tenant #406 ADDIE KAIHALAN
1415 Middle St.
Honolulu, Hawaii 96819

 **COPY**

From: Landlord Hokulani Square Inc.
1415 Middle St. (office)
Honolulu, Hawaii 96819

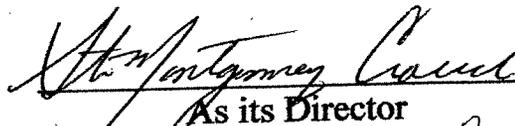
**NOTICE OF TERMINATION OF RENTAL AGREEMENT AND
OFFER OF SALE OF UNIT**

Notice is hereby given that the undersigned rental owners/landlord intend to convert the dwelling unit which you occupy to a condominium property regime under the provision of Chapter 514A.

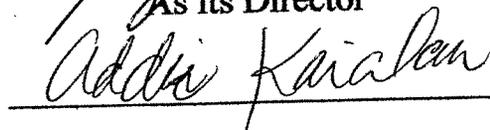
The rental Agreement dated 10/1/04 covering your dwelling unit shall be terminated one hundred twenty (120) days after receipt of this notice.

Also, pursuant to Section 514-105, Hawaii Revised Statutes, we offer to sell said unit to you upon your submission of an Owner-Occupant Affidavit and an earnest money deposit in an amount designated by the undersigned. For a copy of the Affidavit and for information regarding the earnest money deposit, Please call or contact RON TOM REALITY LLC, 1221 Kapiolani Boulevard, Suite #250, Honolulu, Hawaii 96814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon on Saturday, or at telephone no. (808)- 946-7022.

Date: 7/27/05


As its Director

Date 7/27/05


Addie Kaihalan

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

450 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 523-4432 • FAX: (808) 527-6743
DEPT. WEB SITE: www.honolulu.gov • CITY WEB SITE: www.honolulu.gov

MUFI HANNEMANN
MAYOR



HENRY ENG, FAICP
DIRECTOR

DAVID K. TANOUÉ
DEPUTY DIRECTOR

January 27, 2006

2005/PARK-64

Mr. Donald Clegg, President
Analytical Planning Consultants, Inc.
928 Nuuanu Avenue, Suite 502
Honolulu, Hawaii 96817

Dear Mr. Clegg:

Re: Subject: Park Dedication
Proposal: 18-Unit Condominium Conversion Project
Location: 1415 Middle Street, Kalihi, O'ahu
Tax Map Key: 1-3-012: 021

This is in response to your January 10, 2006 letter regarding park dedication requirements for the above-referenced condominium conversion project.

Based on our review of the information you presented, we concur with your position that park dedication requirements do not apply to this condominium conversion project. The original project was exempt from park dedication requirements when it was constructed in 1978. At that time, multifamily use was allowed in the then B-3 Business-Residential zoning district and the conversion does not change that use. The apartments will continue in multifamily use even though the use is no longer permitted in the current B-1 Neighborhood Business zoning district. In this regard, please note that the use is now considered nonconforming and development restrictions will apply in accordance with the Land Use Ordinance.

If you have any questions, please contact Jeff Lee at 523-4255 or Lester Lai at 523-4252 of our Subdivision Branch.

Sincerely yours,

Henry Eng, FAICP
Director of Planning and Permitting

HE:jl
DN423700

✓ cc: Steve Crouch

Ferrigno
1001 Bishop
1000 Paiahi TWR

DAVID J. GIERLACH 5041
500 Ala Moana Boulevard
Suite 330, 5 Waterfront Plaza
Honolulu, Hawaii 96813
Telephone: (808) 523-1332
Facsimile: (808) 526-2275
Email: gierlach@verizon.net

1ST CIRCUIT COURT
STATE OF HAWAII
FILED

2006 MAR -2 PM 3:55

M.N. TANAKA
CLERK

BRIAN A. DUUS 8196
500 Ala Moana Boulevard
Suite 330, 5 Waterfront Plaza
Honolulu, Hawaii 96813
Telephone: (808) 523-1332
Facsimile: (808) 526-2275
Email: gierlach@verizon.net

Attorneys for Plaintiffs

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

WALTER Y.C. CHANG TRUST,
WALTER Y.C. CHANG, AND
SYLVIA S.W. CHANG,

Plaintiffs,

vs.

STEVEN CROUCH, HOKULANI
CROUCH, HOKULANI SQUARE,
INC., INVESTORS FUNDING CORP.,
AND DOE DEFENDANTS 1-100,

Defendants.

) CIVIL NO. 05-1-1708-09
) [Foreclosure]
)
) NOTICE OF WITHDRAWAL OF LIS
) PENDENS; CERTIFICATE OF
) SERVICE

) TRIAL: NONE SET

NOTICE OF
WITHDRAWAL OF LIS PENDENS

NOTICE IS HEREBY GIVEN that the Lis Pendens filed herein on September 26, 2005 and recorded with the Bureau of Conveyances against the following property on October 25, 2005 is hereby withdrawn.

Choy-Wah Apartments located at 1415 Middle Street,
Honolulu, Hawaii.

DATED: Honolulu, Hawaii, March 2, 2006.



DAVID J. GIERLACH
BRIAN A. DUUS

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

WALTER Y.C. CHANG TRUST,)	CIVIL NO. 05-1-1708-09
WALTER Y.C. CHANG, AND)	[Foreclosure]
SYLVIA S.W. CHANG,)	
)	CERTIFICATE OF SERVICE
Plaintiffs,)	
)	
vs.)	
)	
STEVEN CROUCH, HOKULANI)	
CROUCH, HOKULANI SQUARE,)	
INC., INVESTORS FUNDING CORP.,)	
AND DOE DEFENDANTS 1-100,)	
)	
Defendants.)	
_____)	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing document will be duly served by UNITED STATES MAIL, postage prepaid, to the parties identified below at their last known address on the date herein indicated.

ROBERT V. FERRIGNO, ESQ.
1001 Bishop Street
Suite 1300, Pauahi Tower
Honolulu, Hawaii 96813

Attorney for Defendants
STEVEN CROUCH, HOKULANI CROUCH, HOKULANI SQUARE,
INC.

INVESTORS FUNDING CORPORATION
345 Queen Street
Suite 702
Honolulu, Hawaii 96813

DATED: Honolulu, Hawaii, March 2, 2006.



DAVID J. GIERLACH
BRIAN A. DUUS
Attorneys for Plaintiffs