

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer Rodney Kwock Ming Wong and June Emiko Kido Wong
Address c/o KFG Properties, Inc., 909 Lehua Ave. 2nd Floor Pearl City, Hawaii 96782
Project Name(\*): "POHAKUPUNA OCEANVIEW ESTATES"
Address: 91-693 Pohakupuna Road, Ewa Beach, Hawaii 96706
Registration No. 5889 (Conversion) Effective date: March 13, 2006 Expiration date: April 13, 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.
FINAL (white) The developer has legally created a condominium and has filed complete information with the Commission.
SUPPLEMENTARY (pink) This report updates information contained in the: Preliminary Public Report dated: Final Public Report dated: Supplementary Public Report dated:
And Supersedes all prior public reports. Must be read together with This report reactivates the public report(s) which expired on

(\* Exactly as named in the Declaration This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request. FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104

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

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

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

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

No prior reports have been issued by the developer.

Changes made are as follows:

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## **General Information on Condominiums**

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

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

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

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

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

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

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

## **Operation of the Condominium Project**

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

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

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

I. PERSONS CONNECTED WITH THE PROJECT

Developer:

Rodney Kwock Ming Wong & June Emiko Kido Wong
Name\*
c/o KFG Properties, Inc., 909 Lehua Ave, 2nd Floor
Business Address
Pearl City, Hawaii 96782

Phone: (808) 456-8188
(Business)

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

N/A

Real Estate Broker\*:

KFG Properties, Inc.
Name
909 Lehua Ave., 2nd Floor
Business Address
Pearl City, Hawaii 96782

Phone: (808) 456-8188
(Business)

Escrow:

First Hawaii Title Corporation
Name
201 Merchant Street, Suite 2000
Business Address
Honolulu, Hawaii 96813

Phone: (808) 521-3411
(Business)

General Contractor\*:

N/A
Name
Business Address

Phone:
(Business)

Condominium Managing Agent\*:

Self-Managed by Association of Apartment Owners
Name
Business Address

Phone:
(Business)

Attorney for Developer:

Jennifer A. Aquino, AAL ALC
Name
1188 Bishop Street, Suite 3009
Business Address
Honolulu, Hawaii 96813

Phone: (808) 526-9400
(Business)

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

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

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

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

The Declaration for this condominium is:

<input type="checkbox"/>	Proposed	Document No.	_____
<input type="checkbox"/>	Recorded - Bureau of Conveyances	Book _____	Page _____
<input checked="" type="checkbox"/>	Filed - Land Court	Document No.	3378535

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

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

The Condominium Map for this condominium project is:

<input type="checkbox"/>	Proposed		
<input type="checkbox"/>	Recorded - Bureau of Conveyances	Condo Map No.	_____
<input checked="" type="checkbox"/>	Filed - Land Court	Condo Map No.	1767

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

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

The Bylaws for this condominium are:

<input type="checkbox"/>	Proposed	Document No.	_____
<input type="checkbox"/>	Recorded - Bureau of Conveyances	Book _____	Page _____
<input checked="" type="checkbox"/>	Filed - Land Court	Document No.	3378536

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

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

The House Rules for this condominium are:

Proposed       Adopted       Developer does not plan to adopt House Rules.

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

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

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

\* The 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:

See Exhibit "A".

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 Subleasehold:

**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: 91-693 Pohakupuna Road Tax Map Key (TMK) : (1) 9-1-28-9  
Ewa Beach, Hawaii 96706

[ ] Address [ X ] TMK is expected to change because Individual CPR numbers will be assigned to  
each unit.

Land Area: 18,337 [ X ] square feet [ ] acre(s) Zoning: R-5

Fee Owner:

Rodney Kwock Ming Wong & June Emiko Kido Wong  
Name  
c/o KFG Properties, Inc., 909 Lehua Ave, 2<sup>nd</sup> Floor  
Address  
Pearl City, Hawaii 96782

Lessor: n/a  
\_\_\_\_\_  
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: Three Floors Per Building: Unit C - One Floor  
Units D & E - Two Floors each

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

3. Principal Construction Material:

- Concrete  Hollow Tile  Wood
- Other Wood, CMU block, Glass, and Asphalt Shingle roofing

4. Uses Permitted by Zoning:

	<u>No. of Apts.</u>	<u>Uses Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>3</u>	<input checked="" type="checkbox"/> Yes*	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

\* Existing Use Permit (2004/EU-13) was granted November 12, 2004. See Exhibit "K"

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

Yes  No

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

Pets: \_\_\_\_\_

Number of Occupants: \_\_\_\_\_

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

There are no special restrictions.

6. Interior (fill in appropriate numbers):

Elevators: None                      Stairways: None                      Trash Chutes: None

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>Unit C</u>	<u>1</u>	<u>2/1</u>	<u>752</u>	<u>38</u>	<u>Porch</u>
<u>Unit D</u>	<u>1</u>	<u>3/1</u>	<u>2,167</u>	<u>357</u>	<u>Patio, Deck &amp; Utility Room</u>
<u>Unit E</u>	<u>1</u>	<u>3/2</u>	<u>2,728</u>	<u>437</u>	<u>Patio &amp; Deck</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Apartments: 3

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

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

Boundaries of Each Apartment:

See Exhibit "B"

Permitted Alterations to Apartments:

See Exhibit "C"

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: 6

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>Covered</u> Units	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u> Unit	<u>Open</u>	
Assigned (for each unit)	<u>C&amp;E:2</u>	_____	_____	_____	<u>D:2</u>	_____	<u>6</u>
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open:	<u>4</u>	_____	<u>0</u>	_____	<u>2</u>	_____	<u>6</u>

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

- Commercial parking garage permitted in condominium project.
- Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

- There are no recreational or common facilities.
- Swimming Pool                       Storage Area                       Recreation Area
- Laundry Area                       Tennis Court                       Trash Chute/Enclosure(s)
- Other: Common Element driveway

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations (See Exhibit "M")

- There are no violations.                       Violations will not be cured.
- Violations and cost to cure are listed below.                       Violations will be cured by \_\_\_\_\_  
(Date)

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

In accordance with the report, dated August 25, 2005, prepared by Michael D. Lau, Architect, a copy of which is attached as Exhibit "D", the structures are in the condition commensurate with their age.

11. Conformance to Present Zoning Code (See Exhibit "M")

a.  No variances to zoning code have been granted.

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

Existing Use Permit (2004/EU-13) was granted on November 12, 2004. See Exhibit "K"

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

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

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

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

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

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

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

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

described in Exhibit "E".

as follows:

\* See Exhibit "K"

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 "F" \*.

as follows:

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

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

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

as follows:

The Units have the following interest in the common elements:

Unit C: 33.33%

Unit D: 33.33%

Unit E: 33.34%

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

Exhibit "G" describes the encumbrances against the title contained in the title report dated January 5, 2006 and issued by Security Title Corporation.

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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed <b>Prior to Conveyance</b></u>
Mortgage	Buyer's interest may be terminated and Buyer may be entitled to a refund less any escrow cancellation fees.

F. Construction Warranties:

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

1. Building and Other Improvements:

None, units will be sold "as is"

2. Appliances:

None, units will be sold "as is"

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

Unit C was constructed in 1956, Unit D was constructed in 1955 and Unit E was constructed in 1948

H. **Project Phases:**

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

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

#### IV. CONDOMINIUM MANAGEMENT

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

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

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

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

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

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

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

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

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

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

None  Electricity ( \_\_\_\_\_ Common Elements only \_\_\_\_\_ Common Elements & Apartments)

Gas ( \_\_\_\_\_ Common Elements only \_\_\_\_\_ Common Elements & Apartments)

Water  Sewer  Television Cable

Other \_\_\_\_\_

## V. MISCELLANEOUS

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

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

Notice to Owner Occupants. See Exhibit "L"

Specimen Sales Contract  
Exhibit "I" contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated April ---, 2005  
Exhibit "J" contains a summary of the pertinent provisions of the escrow agreement.

Other \_\_\_\_\_

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

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

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

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

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

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

- 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
- 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;

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

C) One of the following has occurred:

- 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
- 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
- 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

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

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

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

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

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

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

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

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)  
Website to access unofficial copy of laws: [www.hawaii.gov/dcca/hrs](http://www.hawaii.gov/dcca/hrs)  
Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

This Public Report is a part of Registration No. 5889 filed with the Real Estate Commission on January 18, 2006.

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**

1. **Hazardous Materials** - The developer neither prepared nor commissioned a Phase 1 Environmental Site Assessment and makes no representations or warranties whatsoever. The developer has made no independent investigation as to asbestos or other hazardous substances in the apartments or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that in light of the age of the Project, there may be asbestos and other hazardous substances in the apartments, or in, under or around the Project. Because of the possible presence of such substances, Buyer should have the apartment inspected to determine the extent (if any) of such contamination and any necessary remedial action. The developer will not correct any defects in the apartments or in the Project or anything installed or contained therein and Buyer expressly releases the developer from any liability to Buyer if any hazardous materials are discovered.
2. **Lead Warning Statement** - Pursuant to federal law, 42, U.S.C 4852(d), the Residential Lead-Based Paint Reduction Act, "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."
3. **Oceanfront Property, Flood Hazard Zone and Tsunami Inundation Area** - The property upon which the Project is situated is located within the boundaries of a special flood hazard area as officially designated on the Flood Insurance Administration maps promulgated by the appropriate Federal agencies for the purposes of determining eligibility for emergency flood insurance programs. As such, the purchaser of a Unit in the Project shall be responsible for verifying the Unit is in a recognized flood area or zone and the flood insurance requirements. The property upon which the Project is located may also be within an anticipated tsunami inundation area as designated on the Department of Defense Civil Defense Tsunami Inundation maps. The purchaser of a Unit in the Project shall be responsible for verifying whether the Unit is within an anticipated tsunami inundation area. Prospective purchasers are advised that the property fronts the ocean and may be situated in a Special Management Area. The shoreline boundary and the shoreline setback line may be subject to change because of the wave action along the shoreline and is subject to redetermination according to State law.
4. **Condominium Map**. On the condominium map certain portions of the floor plans show "hatched areas". The improvements in such "hatched areas" may not have building permits.
5. **Existing Use Permit (2004//EU-13)**. Prospective purchasers are advised that the project is subject to the conditions contained in the existing use permit. A copy of the permit is attached hereto as Exhibit "K". Prospective purchasers understand that their ability to alter, repair, add to, relocate, or reconstruct their unit is subject to the conditions contained in the existing use permit. Prospective purchasers are advised to read the existing use permit and consult with appropriate professionals or experts if they have any questions about doing any work to the unit.
6. **Unit D**. Prospective buyer(s) of Unit D should be aware that in the event a building permit is applied for, as a condition to the issuance of such building permit either (1) an internal stairs connecting the floors must be built and any external stairs connecting the floors must be removed, or (2) all interior walls must be removed, except for a bathrooms within one of the floors.

- 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.

Rodney Kwock Ming Wong & June Emiko Kido Wong

Printed Name of Developer

By: Rodney Kwock Ming Wong 1/17/06  
 Duly Authorized Signatory\* Date

Rodney Kwock Ming Wong, owner

Printed Name & Title of Person Signing Above

By: June Emiko Kido Wong 1/17/06  
 Duly Authorized Signatory\* Date

June Emiko Kido Wong, owner

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.***

## **DEVELOPER'S RESERVED RIGHTS TO CHANGE PROJECT DOCUMENTS**

Pursuant to Section O of the Declaration, notwithstanding the sale and conveyance of any Unit, the Developer may amend the Declaration, the By-Laws, and/or the Condominium Map to effect any changes or amendments required by law, any title insurance company, or any institutional mortgagee, or as may be required by any governmental agency, provided, however, that no amendment made by the Developer as provided for in Section O, that would change the common interest of a Unit, or materially change the design or size of a Unit, or the limited common elements appurtenant thereto, shall be made by the Developer without the consent of all persons having an interest in such Unit.

In addition, at anytime prior to the first recording in the Office of the Assistant Registrar of the Land Court, and/or the Bureau of Conveyances, State of Hawaii, as the case may be, of a conveyance or transfer of a Unit in the Project to any person other than the Developer, the Developer may amend the Declaration, and any of the Exhibits thereto, the By-Laws, and/or the Condominium Map in any manner, without the consent of any purchaser or any other party.

**Exhibit "A"**

## DESCRIPTION OF APARTMENTS

Three (3) separate and distinct freehold estates bounded by and including the decorated or finished surfaces of the exterior of the perimeter walls, by the exterior surfaces of the respective roofs thereof, and inclusive of the floor and ceiling of each of the dwellings in the Project. When facing the Project from Pohakupuna Road, Unit C is located at the front of the property, Unit D is located in the middle of the property, and Unit E is located in the rear of the property.

(a) Unit C, whose address is 91-963C Pohakupuna Road, contains one (1) story, without a basement, in which there is a Living /Dining room, two (2) Bedrooms, one (1) Bath, a Kitchen, and a Porch. Unit C contains a total net living area of approximately 752 square feet. The Porch contains approximately 38 square feet. Unit C is constructed primarily of wood, siding, asphalt shingles and glass.

(b) Unit D, whose address is 91-963D Pohakupuna Road, contains two (2) stories, without a basement, in which there is a Living Room, a Kitchen, three (3) Bedrooms, one (1) Bath, a Deck, and a Patio on the first floor. The second floor contains three (3) Bedrooms, one (1) Bath, a Living Room, a Bar Area and a Utility Area. Unit D contains a total net living area of approximately 2,167 square feet. The Patio on the first floor consists of approximately 172 square feet, the Deck on the first floor consists of approximately 20 square feet, and the Utility Room on the second floor consists of approximately 165 square feet. Unit D is constructed primarily of CMU blocks, wood, siding, asphalt shingles and glass.

(c) Unit E, whose address is 91-963E Pohakupuna Road, contains two (2) stories, without a basement, in which there is a Utility Room, two (2) Storage areas, a Laundry area with a shower, and a Porch on the first floor. The second floor consists of a Living Room, a Dining room, a Kitchen, a Family area, three (3) Bedrooms, two (2) Baths, a Deck and a Porch. Unit D contains a total net living area of approximately 2,728 square feet. The Porch on the first floor contains approximately 216 square feet and the Porch on the second floor contains approximately 221 square feet. Unit E is constructed primarily of CMU block, wood, siding, asphalt shingles and glass.

Each Unit shall also include all pipes, wires, conduits, and other utility and service lines contained wholly within such Unit and which are utilized exclusively by and serve only such Unit.

## PERMITTED ALTERATIONS TO APARTMENTS

No work shall be done to the Units, the limited common elements appurtenant thereto, or any other part of the Project, by any owner of a Unit or any other person, which could jeopardize the soundness or safety of the Project, reduce the value thereof, impair any easement or hereditament, detract from the appearance of the Project, interfere with or deprive any nonconsenting owner of the use or enjoyment of any part of the Project, or directly affect any nonconsenting owner in any unreasonable manner, all as determined by the Board, without in every such case first obtaining the consent of the owners of the other Units, which consent shall not be unreasonably withheld. Except as otherwise provided by law, all other additions to or alterations of any Unit or its appurtenant limited common elements by the owner of such Unit shall be permitted without restriction, provided that the owner or other person making such additions or alterations shall comply strictly with all applicable laws, ordinances, and regulations of any governmental entity, and shall also obtain all necessary permits, at such owner or person's sole expense.

Notwithstanding the foregoing, each Unit owner may, without the consent of the Association or the owners of the other Units, replace, restore, construct or make additions to his or her Unit, provided such replacement, restoration, construction or additions are allowed by the applicable building codes and zoning ordinances and conform to the terms and conditions of Existing Use Permit 2004/EU-13 (See Exhibit "K"). Prior to making such replacement, restoration, construction, or additions the owner of the Unit must obtain all applicable governmental approvals and permits. If the replacement, restoration, construction or additions alter the description, layout or location of the Unit as set forth in Section A, herein, or as shown in the Condominium Map, the owner of the Unit shall, at his or her sole cost, prepare and file an amendment to the Declaration and/or Condominium Map reflecting the alterations, additions and/or renovations to his or her Unit, with a copy of the recorded amendment provided to the Association. No replacement, restoration, construction or additions may be done which would affect the structural integrity of the common elements of the Project, any other Unit, or impair the availability of utility services or any type of drainage, access and/or utility easement to any of the other Unit owners.

In addition to the foregoing limitations and subject to the requirements set forth in the Existing Use Permit 2004/EU-13, no owner shall also be allowed, without the express written consent of the other owners, to construct any addition or alteration which would cause his or her Unit to exceed the proportionate share of the maximum allowable floor area and/or buildable area for the lot. Said proportionate share shall be equal to the maximum floor area for the lot multiplied by the percentage of common interest in the Project appurtenant to such Unit.

ARCHITECT / ENGINEER INSPECTION REPORT  
(conversion)

August 25, 2005

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

RE: "Pohakupuna Oceanview Estates"  
Address/Unit No: 91-693 C Pohakupuna Road  
91-693 D Pohakupuna Road  
91-693 E Pohakupuna Road  
TMK: (1) 9-1-028:009

Submission for Final Public Report

Dear Commissioners:

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

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

Sincerely,



---

Michael D. Lau  
Registered Professional  
Architect No. 8385

**EXHIBIT "D"**

## COMMON ELEMENTS

The common elements shall consist of all portions of the Project except the Units above described, and shall specifically include, but not be limited to:

- (a) The Land in fee simple.
- (b) That certain Common Element driveway containing an area of approximately 2,195 square feet, providing access to Units from Pohakupuna Road, as designated on said Condominium Map
- (c) All pipes, wires, conduits, and other utility and service lines which are utilized for or serve both Units.
- (d) Any and all other apparatus and installations of common use, and all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

## LIMITED COMMON ELEMENTS

Certain parts of the common elements are hereby set aside and reserved for the exclusive use of the Units and shall constitute limited common elements appurtenant thereto. Each Unit shall have an exclusive easement for the use of the limited common elements appurtenant thereto, except as otherwise provided herein. The cost of maintenance, repair, upkeep, and replacement of each limited common element shall be assessed to the owner of the Unit to which such limited common element is appurtenant. The limited common elements shall be appurtenant to each of the Units as follows:

(a) That certain 3,858 square feet, more or less, of the real property of the Project which includes the real property upon which Unit C is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit C.

(b) That certain 4,924 square feet, more or less, of real property of the Project which includes the real property upon which Unit D is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit D.

(c) That certain 7,360 square feet, more or less, of real property of the Project which includes the real property upon which Unit E is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit E.

(d) Each Unit shall have appurtenant thereto two (2) parking spaces located within the limited common element area of said Unit, as shown on said Condominium Map.

(e) Each Unit shall have appurtenant thereto and for the exclusive use thereof one (1) mailbox.

(f) All pipes, wires, conduits, and other utility and service lines not contained within a Unit but used by and servicing only one Unit shall be a limited common element appurtenant to and for the exclusive use of the Unit using and serviced exclusively by such pipes, wires, conduits, and other utility and service lines.

SCHEDULE B — SECTION 2  
EXCEPTIONS

PART II:

1. TAXES Tax Map Key: OAHU 9-1-028-009

HONOLULU 2005-2006 TAX ROLL

	'2005 VALUE	EXEMPTION	NET
BLDG	489,700	0	489,700
LAND	478,100	0	478,100
TOTAL	967,800		967,800

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

1st Installment:	\$1,814.63	PAID
2nd Installment:	\$1,814.63	DUE FEBRUARY 20, 2006

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Easement 35, as shown on Map 141, as set forth by Land Court Order No.18532, filed on November 28, 1960.

4. GRANT

In Favor of: Robert Yoshio Yamada  
Dated: November 12, 1960  
Document No. 266357  
Purpose: Easement for storm drainage purposes over, under, across and through Easement 35

5. GRANT

In Favor of: Robert U. Mitsuyasu Co., Inc.  
Dated: November 28, 1960  
Document No. 266358  
Purpose: Easement for storm drainage purposes over, under, across and through Easement 35.

SCHEDULE B — SECTION 2 (CONTINUED)

6. GRANT

In Favor of: City and County of Honolulu  
Dated: December 7, 1962  
Document No. 306039  
Purpose: Easement for storm drainage purposes over, under, across and through Easement 35.

7. Structure position discrepancies as defined in the Hawaii Revised Statutes, Section 669-11, as shown on Perimeter Map of Jaime F. Alimboyoguen, Licensed Professional Land Surveyor No. 8216, dated December 4, 2003. to-wit:

- (A) Chain-link fence on Lot 543-A-2 extends approximately 0.7 ft. into Lot 543-B.
- (E) Concrete curb is on the boundary line of Lot 543-B and extends approximately 0.8 ft. into Lot 543-B.
- (F) Rock Wall with tile wall on top on Lot 542-K extends from 0.0 ft. to 1.0 ft. into Lot 543-B.
- (H) Concrete and steps of subject Lot 543-B extend approximately 12.7 ft. into the seashore.
- (J) Rock Wall with concrete footing extends approximately 18.5 ft. into the seashore.

8. Location of the seaward boundary in accordance with the laws of the State of Hawaii and shoreline setback line in accordance with County regulation and/or ordinance and its effect, if any, upon the area of the land herein described.

9. MORTGAGE

Mortgagor: Rodney Kwock Ming Wong and June Emiko Kido Wong, husband and wife  
Mortgagee: Hawaii National Bank, a national banking association  
Dated: February 17, 2004  
Recorded: February 20, 2004  
Document No. 3072211  
To Secure: \$543,750.00

10. ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS

Assignor: Rodney Kwock Ming Wong and June Emiko Kido Wong, husband and wife  
Bank: Hawaii National Bank, a national banking association  
Dated: February 17, 2004  
Recorded: February 20, 2004  
Document No. 2004-034801  
Re: Assignment of rents due and owing concerning the land herein described, as security for repayment of \$ 543,750.00

SCHEDULE B — SECTION 2 (CONTINUED)

11. MORTGAGE AND FINANCING STATEMENT

Mortgagor: Rodney Kwock Ming Wong and June Emiko Kido Wong, husband and wife  
Mortgagee: T.G. EXCHANGE, INC., a Hawaii corporation  
Dated: February 13, 2004  
Recorded: February 20, 2004  
Document No. 3072212  
To Secure: \$60,000.00

The foregoing Mortgage and Financing Statement was assigned by the following:

ASSIGNMENT OF NOTE, MORTGAGE AND RELATED DOCUMENTS; ASSUMPTION

Assignor: T.G. Exchange, Inc., a Hawaii corporation  
Assignee: Ernest Keong Fat Lum, husband of Eileen Setsuko Lum  
Dated: June 17, 2004  
Recorded: July 12, 2004  
Document No. 3134896

## EXHIBIT H

### ESTIMATE OF INITIAL MAINTENANCE FEES AND ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>
Unit C	\$ 25.91 x 12 months = \$ 310.92
Unit D	\$ 25.91 x 12 months = \$ 310.92
Unit E	\$ 25.92 x 12 months = \$ 311.04

\* NOTE: All utilities are separately metered or otherwise charged. No maintenance fees are currently proposed for repair and/or replacement of the common element driveway, which is in good condition. Maintenance fees include liability insurance for the common elements.

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

Estimate of Maintenance Fee Disbursements:

Monthly Fee x 12 months = Yearly Total

Utilities and Services	0.00
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	0.00
Building	
Grounds	
Management	0.00
Management Fee	
Payroll and Payroll Taxes	
Office Expenses	
Insurance	\$77.74 x 12 months = \$ 932.88
Reserves(*)	
Taxes and Government Assessments	
Audit Fees	
Other	
<b>TOTAL</b>	<b>\$ 0.00</b>

I, RODNEY KWOCK MING WONG, as Developer, for the "Pohakupuna Oceanview Estates" 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.

Rodney Kwock Ming Wong  
Signature

1/17/06  
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 "H", CONTINUED**

**DEVELOPER'S EXPLANATION FOR "RESERVES"**

The Developer has not conducted a reserve study in accordance with Section 514A-83.6, Hawaii Revised Statutes, and the replacement reserve rules, Subchapter 5, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

**End of Exhibit "H"**

## SUMMARY OF SALES CONTRACT

The specimen Sales Contract (Deposit, Receipt, Offer and Acceptance and Addendum) contains, among other things, the following provisions:

1. Risk of Loss and Insurance. Risk of loss passes to Buyer upon closing or possession, whichever occurs sooner.
2. Time is of the Essence/Default. Time is of the essence of the obligations of Buyer under this Agreement. In the event Buyer fails to perform Buyer's obligations under the Sales Contract, Seller may (a) bring an action for damages for breach of contract, or (b) retain the initial deposit and all additional deposits provided by Buyer as liquidated damages, and the Buyer shall be responsible for any costs incurred in accordance with the Sales Contract.
3. Conversion of Existing Building; Existing Use Permit; No Warranties. Buyer is aware, agrees and affirms that the Project consists of a conversion of existing dwellings. Unit C was constructed in 1956, Unit D was constructed in 1955, and Unit E was constructed in 1948. The Department of Planning and Permitting, City and County of Honolulu, State of Hawaii, issued Existing Use Permit No. 2004/EU-13, on October 19, 2004, approving the existence of the three (3) existing single-family detached dwellings. It is expressly understood and agreed by and between Seller and Buyer that SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT(S), OR CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED IN THE UNIT OR IN THE PROJECT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS OF THE UNIT FOR A PARTICULAR PURPOSE.
4. Existing "As Is" Condition. Buyer agrees the Unit is being purchased in its "AS IS" condition, without any warranties or representations, expressed or implied. Buyer acknowledges that Buyer will be given an opportunity to inspect the Unit and by closing on the sale of the Unit, Buyer accepts the Unit in its "AS IS" condition as provided for herein.
5. Mediation And Arbitration. If any dispute or claim in law or equity arises out of this Agreement, and Buyer and Seller are unable to resolve the dispute themselves, Buyer and Seller agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by a neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award reasonable attorney's fees and costs to the prevailing party.

## SUMMARY OF ESCROW AGREEMENT

An escrow agreement (hereinafter called the "Escrow Agreement") detailing the manner in which purchasers' funds are to be handled, has been executed and a copy thereof has been filed with the Commission. The Escrow Agent is FIRST HAWAII TITLE CORPORATION (hereinafter referred to as "Escrow"). The escrow agreement, among other things, contains the following provisions:

1. Delivery of Sales Contracts. As and when Seller shall enter into a contract for the sale of an Apartment (each "Sales Contract"), Seller shall deliver a fully-executed copy of such Sales Contract to Escrow. Each Sales Contract shall contain the correct names and addresses of the Purchaser(s) of such Apartment, shall require that all payments to be made thereunder shall be made to Escrow, and shall be accompanied by the initial deposit required thereunder.
  
2. Return of Purchaser's Funds and Documents. Unless otherwise provided in the agreement, a purchaser shall be entitled to a return of such purchaser's funds and Escrow shall pay such funds to such purchaser, together with any interest which may have accrued to the credit of such purchaser, if any one of the following has occurred:
  - i. Seller and purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held by Escrow; or
  - ii. Seller shall have notified Escrow of Seller's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller; or
  - iii. The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to cancel the sales contract pursuant to Section 514A-62, HRS; or
  - iv. The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to rescind the sales contract pursuant to Section 514A-63, HRS.

In any of the foregoing events, Escrow shall, upon the occurrence of the event described in (i) or (ii), above or upon receipt of written request for a refund from the purchaser upon the occurrence of an event described in (iii) or (iv), above, unless the purchaser has waived or has been deemed to have waived the right to a refund, pay said funds to purchaser (less a cancellation fee commensurate with the work done by Escrow prior to such cancellation, up to a maximum of \$250.00); provided, however, that no refund shall be made to a purchaser at purchaser's request prior to receipt by Seller of written notice from Escrow of Escrow's intent to make such refund.

3. Purchaser's Default. If such Purchaser fails to make such payment to Escrow on or before the due date thereof or if such Purchaser fails to perform in any manner that is being handled by Escrow, Escrow shall promptly notify Seller of any such failure on the part of such purchaser. If Seller subsequently certifies in writing to Escrow that Seller has terminated the sales contract in accordance with the terms thereof and provides to Escrow copies of all such notices of termination sent to such purchaser, Escrow shall thereafter treat all funds of such purchaser paid on account of such purchaser's sales contract as funds of Seller, and not as funds of such purchaser. Thereafter, such funds shall be free of the escrow established by this Agreement

and shall be held by Escrow for the account of Seller. Upon written request by Seller, Escrow shall pay such sums to Seller, less any escrow cancellation fee. Escrow shall thereupon be released from any further duties or liability hereunder to Seller with respect to such funds and such Purchaser.

4. Interest on Escrow Funds. Unless otherwise provided in the Agreement, any interest earned on funds deposited to escrow under this Agreement shall accrue as specified in the sales contract. If the sales contract does not specify to whom interest is to accrue, any interest earned on funds deposited in escrow under this Agreement shall accrue as set forth in the Agreement. Escrow shall not be liable to either Seller or any purchaser for loss or diminution in funds invested in accordance with instructions given to Escrow. If the sales contract is entered into pursuant to a Final Public Report, any interest earned on funds deposited in escrow under the Agreement shall accrue to the credit of Seller; except that, if Escrow is requested to establish a separate account for a purchaser, Escrow shall do so, the purchaser shall furnish Escrow purchaser's social security or federal tax identification number, the purchaser shall pay Escrow a fee of Twenty-Five Dollars (\$25.00) for each such separate account and any interest earned on funds deposited in such account shall accrue to the credit of such purchaser.

DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
 PHONE: (808) 523-4414 • FAX: (808) 527-6743  
 DEPT. WEB SITE: [www.honolulu.gov](http://www.honolulu.gov) • CITY WEB SITE: [www.honolulu.gov](http://www.honolulu.gov)

JEREMY HARRIS  
 MAYOR



ERIC G. CRISPIN, AIA  
 DIRECTOR

BARBARA KIM STANTON  
 DEPUTY DIRECTOR

2004/EU-13(GU)

<b>MINOR PERMIT</b>	:	<b>EXISTING USE (EU)</b>
File Number	:	2004/EU-13
Project	:	Pohakupuna Ocean View Estates
Location	:	91-693 Pohakupuna Road - Ewa Beach
Tax Map Key	:	9-1-28: 9
Zoning	:	R-5 Residential District
Applicant	:	Lynn Nishiki
Date Received	:	July 29, 2004
Date Accepted	:	October 19, 2004

**APPROVAL** is granted to the existing use, three (3) existing single-family detached dwellings, in accordance with the application documents (plans date-stamped July 29, 2004 and August 6, 2004), subject to the following conditions:

1. All work shall be in accordance with approved application documents, the conditions enumerated below and the Land Use Ordinance (LUO) unless otherwise stated by this permit.
2. The EU permit is only for the continued use, repair, alteration, expansion, relocation, or reconstruction of the existing three single-family detached dwellings.

This Existing Use approval does not certify that the existing structures and improvements comply with the current zoning code or other regulations.

3. In accordance with the comments from the Fire Department, an approved automatic fire sprinkler system shall be installed (in accordance with NFPA 13 D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings), in each of the 3 existing dwellings prior to any change of ownership or issuance of any building permit subsequent to this approval, whichever comes first.

Construction plans shall be submitted to the Fire Department for review and approval prior to issuance of building permits. A licensed mechanical engineer shall stamp the automatic sprinkler system drawings.

EXHIBIT "K"

2004/EU-13  
Page 2

To demonstrate compliance with this condition, the recorded fee owner shall send written notification to the DPP's Urban Design Branch upon completion of the installation.

4. In accordance with Section 2.100(a) of the LUO, in the event of destruction, uses may be continued and structures may be rebuilt under the approved existing use plan, provided that such restoration is permitted by the Building Code and Flood Hazard Regulations and is started within two years. Any subsequent plans submitted to the DPP shall show the AE and A Flood District boundaries and include a completed Flood Fringe District Certification.
5. Only minor modifications to the EU plans shall be allowed. Any major modification which may have an adverse impact on surrounding land uses, increases the number of dwelling units, and/or involves the reconstruction and/or expansion of a dwelling(s) which is part of a larger development, shall require the processing of a Cluster Housing Permit.
6. Only three single-family dwellings are allowed. If any unit is to be altered or reconstructed, an interior connection between the upstairs and downstairs floors shall be provided. Prior to the issuance of any building permit for alteration, expansion or reconstruction, or the transfer of ownership subsequent to this approval, whichever comes first, the applicant shall:
  - A. Either include an internal stairs connecting the two floors within units No. 2 and 3 and eliminate the exterior stairs leading to the upper floor; or
  - B. Remove all interior walls, except for a bathroom, within one floor of units No. 2 and 3.
7. The applicant or owner(s) shall incorporate this Existing Use Permit into the restrictive covenants which run with the land, to serve as notice to all owners and tenants. The draft covenant shall be submitted for review and approval by the DPP. Upon approval of the covenant, a certified recorded copy shall be filed with the DPP, prior to the change in any ownership or the issuance of any permits.
8. If the project will be condominiumized, the applicant or owner(s) shall submit a draft copy of the Condominium Property Regime (CPR) map and documents to the DPP for our review. Future work subsequent to the creation of a CPR may require approval from the homeowners association prior to the start of work. If the EU Permit is incorporated into the CPR documents, a separate declaration of restrictive covenants is not required.
9. All work shall comply with the applicable Land Use Ordinance (LUO) standard for the underlying zoning district, unless otherwise stated herein:

2004/EU-13  
Page 3

- (1) A minimum 15-foot clear pavement width common access drive shall be provided and preserved to facilitate vehicular maneuvering and pedestrian access into and out of the project.
- (2) A minimum 10-foot setback, for structures, shall be required from the common access drive;
- (3) Within the project, the minimum distances between buildings shall be as follows:
  - (i) 10 feet between two one-story dwellings
  - (ii) 15 feet between a one-story and a two-story dwelling or portion thereof
  - (iii) 20 feet between two-story dwellings

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

- (4) Floor area: If the property is condominiumized, then within each limited common element, the maximum floor area shall not exceed 3,500 square feet.
- (5) Building area: If the property is condominiumized, then, within each limited common element, the maximum building area shall not exceed 50 percent of the area for each limited common element.

If the property is *not* condominiumized, maximum building area shall not exceed 40 percent of the original lot area of 18,337 square feet.

10. All new work shall be compatible in design with the existing and surrounding structures. If a dwelling is reconstructed, it shall not exceed twice its existing size (floor area), and shall be in the same general location. The Director may require the redesign of exterior entrances, stairways, bar areas, including plumbing and electrical systems, to ensure that the number of dwellings is not increased.
11. A minimum of six parking spaces, 2 stalls for each dwelling unit, shall be provided prior to the issuance of any building permits subsequent to this approval. Dwelling additions shall comply with the LUO parking regulations. Existing parking spaces within carports or garages shall not be converted into usable floor area (including garage or carport storage areas).
12. *Prior to the issuance of any building permit or change of ownership subsequent to this approval, whichever comes first, an all weather surface shall be provided at the 15-foot wide common access way and required parking areas.*
13. Access to the shoreline shall be provided to residents of the CPR lots along a common access way.

2004/EU-13  
Page 4

- 14. This approval shall not be construed as approval of any shoreline structures found to be unlawfully constructed.
- 15. Prior to the issuance of any building permit or a change of ownership subsequent to this approval, whichever comes first, a Fence Master Plan shall be submitted to the DPP for review and approval. No new or reconstructed fences shall be permitted within the 40-foot shoreline setback area. Fences adjacent to the common access way shall be limited to a height of 42 inches, set back 2 feet from the common access way, and screened with a hedge on the access wayside. New perimeter chain link fencing shall require a two-foot landscape strip with a minimum five-foot high hedge, maintained in a healthy condition.
- 16. All existing trees 6 inches or greater in diameter shall be retained on-site, or replacement landscaping shall be required. All landscaping shall be maintained in a healthy visual condition at all times.
- 17. Any modification to the application documents and conditions stated herein shall be subject to approval by the DPP. For good cause, the Director may impose additional requirements and/or amend the above conditions.

POSSE Doc. 317815

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


Director
November 12, 2004

---

SIGNATURE
TITLE
DATE

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

DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
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MUFI HANNEMANN  
MAYOR



HENRY ENG, FAICP  
DIRECTOR

DAVID K. TANOUÉ  
DEPUTY DIRECTOR

2005/ELOG-1228(GU)  
2004/EU-13

June 6, 2005

Ms. Lynn Nishiki  
Abe Lee Realty  
1585 Kapiolani Boulevard, Suite 1533  
Honolulu, Hawaii 96814

Dear Ms. Nishiki:

Pohakupuna Estates - Existing Use Permit 2004/EU-13  
TMK: 9-1-028: 009  
91-693 Pohakupuna Road, Ewa Beach

This responds to your letter and supporting documentation of June 3, 2005, in compliance with certain conditions of the subject permit.

Condition 8 requires the Department of Planning and Permitting's (DPP) review of the project's draft Condominium Property Regime (CPR) map and documents if the project is to be condominiumized. Since the owner of Pohakupuna Estates intends to condominiumize the project, you have submitted the draft CPR map and documents as required.

Please be advised that upon review of the draft CPR documents and map, the DPP hereby deems *Condition 8 to be satisfied*.

Condition 6 restricts development on the site to 3 single-family dwellings, and requires certain alterations to Unit 2 (Unit D) and Unit 3 (Unit E) to ensure compliance with that provision.

Please be further advised that we have reviewed the revised floor plans for Unit E (Unit 3) dated June 3, 2005, and hereby deem *Condition 6 to be satisfied for Unit 3 only*. Compliance of Unit D (Unit 2) with Condition 6 will be determined at the time of our review of the forthcoming building permit application for that unit.

Ms. Lynn Nishiki  
Page 2  
June 6, 2005

We hope this provides the information you require. Should you have any questions, please contact Geri Ung of our staff at 527-6044.

Sincerely yours,

  
HENRY ENG, FAICP  
Director of Planning  
and Permitting

HE:cs

cc: Alex Sugai

POSSSE Doc. 375074

OWNER'S NOTICE OF  
COMPLETION OF CONTRACT

Rodney KM Wong  
June EK Wong

AFFIDAVIT OF PUBLICATION

FIRST CIRCUIT COURT  
STATE OF HAWAII  
FILED

2005 DEC 14 AM 8:21

F. OTAKE  
CLERK

STATE OF HAWAII  
CITY AND COUNTY OF HONOLULU } ss.

Ronald Sugimoto being  
duly sworn, deposes and says, that he is the Clerk  
of the HAWAII HOCHI, LTD., publisher of THE  
HAWAII HOCHI, a daily newspaper published in  
the City and County of Honolulu, State of Hawaii,  
that the ordered publication in the above entitled  
matter of which the annexed is a true and correct  
printed notice, was published two time(s)  
in THE HAWAII HOCHI, aforesaid, commencing  
on the 5th day of December, 2005,  
and ending on the 12th day of December,  
2005 (both days inclusive), to wit on  
December 5, 12, 2005

and that affiant is not a party to or in any way  
interested in the above entitled matter

Ronald Sugimoto

Subscribed and sworn to before me this 13th day  
of December, A.D. 2005

Mark Nishioka

Notary Public of the First Judicial Circuit,  
State of Hawaii

My Commission expires October 16, 2007

OWNER'S NOTICE OF  
COMPLETION OF CONTRACT  
Notice is hereby given that pur-  
suant to the Provisions of Section  
507-43 of the Hawaii Revised Stat-  
utes, as amended, the construction  
by Canon Poinane of that certain  
addition and alteration for new patio  
lanai, new entry foyer, and laundry  
room to an existing 2 story single  
family situated at 91-698  
Pohakupuna, Rd., Kaw, Bay  
0102200000, Ewa Beach, Hawaii,  
has been completed.  
Rodney KM Wong  
June EK Wong  
(owners)  
(Hawaii Hochi: December 5, 12,  
2005)

L. N. 05-1-1763

OWNER'S NOTICE OF  
COMPLETION OF CONTRACT  
Rodney KM Wong  
June EK Wong

AFFIDAVIT OF PUBLICATION

FIRST CIRCUIT COURT  
STATE OF HAWAII  
FILED

2005 DEC 14 AM 8:21

F. OTAKE  
CLERK

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

Ronald Sugimoto being  
duly sworn, deposes and says, that he is the Clerk  
of the HAWAII HOCHI, LTD., publisher of THE  
HAWAII HOCHI, a daily newspaper published in  
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printed notice, was published two time(s)  
in THE HAWAII HOCHI, aforesaid, commencing  
on the 5th day of December, 2005,  
and ending on the 12th day of December,  
2005 (both days inclusive), to wit on  
December 5, 12, 2005

and that affiant is not a party to or in any way  
interested in the above entitled matter.

Ronald Sugimoto

Subscribed and sworn to before me this 13th day  
of December, A.D. 2005

Mark Nishioka  
Mark Nishioka

Notary Public of the First Judicial Circuit,  
State of Hawaii

My Commission expires October 16, 2007

OWNER'S NOTICE OF  
COMPLETION OF CONTRACT  
Notice is hereby given that pur-  
suant to the Provisions of Section  
557-43 of the Hawaii Revised Stat-  
utes, as amended, the construction  
by Regent Plumbing, Inc. of the  
certain new fire sprinklers in (3)  
existing single family dwellings  
situated at 91-893 Pohakupuna Rd.,  
tax key 910200000000, Ewa Beach,  
Hawaii, has been completed.  
Rodney KM Wong  
June EK Wong  
(owners)  
(Hawaii Hochi: December 5, 12,  
2005)

L. N. 05-1-1764



OWNER'S NOTICE OF  
COMPLETION OF CONTRACT

AFFIDAVIT OF PUBLICATION

FIRST CIRCUIT COURT  
STATE OF HAWAII  
FILED

2005 DEC 14 AM 8:21

Rodney KM Wong  
June EK Wong

F. OTAKE  
CLERK

STATE OF HAWAII  
CITY AND COUNTY OF HONOLULU } ss.

Ronald Sugimoto being  
duly sworn, deposes and says, that he is the Clerk  
of the HAWAII HOCHI, LTD., publisher of THE  
HAWAII HOCHI, a daily newspaper published in  
the City and County of Honolulu, State of Hawaii,  
that the ordered publication in the above entitled  
matter of which the annexed is a true and correct  
printed notice, was published two time(s)  
in THE HAWAII HOCHI, aforesaid, commencing  
on the 5th day of December, 2005,  
and ending on the 12th day of December,  
2005 (both days inclusive), to wit on  
December 5, 12, 2005

and that affiant is not a party to or in any way  
interested in the above entitled matter.

Ronald Sugimoto

Subscribed and sworn to before me this 13th day  
of December, A.D. 2005

Mark Nishioka

Notary Public of the First Judicial Circuit,  
State of Hawaii

My Commission expires October 16, 2007

OWNER'S NOTICE OF  
COMPLETION OF CONTRACT  
Notice is hereby given that, pursuant to the Provisions of Section  
607-43 of the Hawaii Revised Statutes, as amended, the construction  
by Antonio Dault of that certain  
demolition of an existing carport  
situated at 31-893 Poholepuna Rd.,  
tax key 010200000000, Ewa Beach,  
Hawaii, has been completed.

Rodney KM Wong  
June EK Wong  
(owners)

(Hawaii Hochi: December 5, 12,  
2005)

L. N. 05-1-1762

POHAKUPUNA OCEANVIEW ESTATES

Unit No.	Bed/Bath	Net Lvg. Area SF	Estimated Area of Ltd. Common Element	Prkg. Stall	Estimated Monthly Maintenance Fee	Price
C	3/1	732 sf	3858 sf	2	\$25.91	To be determined
D	6/2	2167 sf	4924 sf	2	\$25.91	To be determined

This is an owner occupant notice for "Pohakupuna Oceanview Estates" which is located at 91-693 Pohakupuna Road, Ewa Beach, HI, TMK: (1)9-1-028:009. These units (\*) shall initially be offered for a 30 day period after the first publication of this announcement to only prospective owner occupants on the reservation list, who will use the residential units as their principal residences for a period of not less than 365 consecutive days. There will be a total of two (2) fee simple detached units for residential use. Pursuant to Hawaii Revised Statutes Section 514A-102, the units shall be offered for sale upon the issuance of an effective date of the first public report, which is DATE OF FINAL PUBLIC REPORT. None of the two (2) units are 'accessible and adaptable' as those terms are defined and interpreted in 24 C.F.R. section 100 et. seq. for persons with disabilities. The units will be offered first to tenants occupying the units immediately prior to the conversion who submit the owner-occupant affidavit and earnest money deposit pursuant to Section 514A-105(a), Hawaii Revised Statutes. Any interested person may contact the Project Realtor from 9:00 am. to 3:00 p.m. daily for an owner occupant affidavit and be placed on a reservation list to obtain further project information. Reservations are being taken now at the Realtor's office. The reservation list shall be compiled for a period of 30 days in chronological order beginning with the date of the first announcement dated (DATE OF FIRST AD). A refundable \$1,000 deposit is required with a reservation.

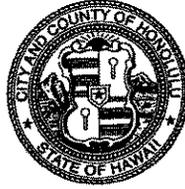
FRANCES GENDRANO (RA)  
 KFG Properties  
 909 Lehua Ave.  
 Pearl City, HI 96782  
 PHONE: 456-8188 FAX: 454-2422

EXHIBIT "L"

DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
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DEPT. INTERNET: www.honolulu.gov • INTERNET: www.honolulu.gov

MUFI HANNEMANN  
MAYOR



HENRY ENG. FAICP  
DIRECTOR

DAVID K. TANQUE  
DEPUTY DIRECTOR

2004/ELOG-373 (AS)

July 28, 2005

Ms. Lynn Nishiki  
Abe Lee Realty  
P. O. Box 61099  
Honolulu, Hawaii 96839

Dear Ms. Nishiki:

Subject: Condominium Conversion Project  
91-693C, D & E Pohakupuna Road  
Tax Map Key: 9-1-028: 009

This is in response to your letter dated February 10, 2004 requesting verification that the structures at the above-mentioned property met all applicable code requirements at the time of construction

Investigation revealed that the two-story single-family dwelling located at 91-693E, the detached two car garage, the two-story single-family detached dwelling at 91-693D and the two-story single-family detached dwelling at 91-693C Pohakupuna Road with a total of at least eight all-weather-surface off-street parking spaces met all applicable code requirements when they were constructed in 1948, 1949, 1955 and 1956 respectively, on this 18,337 square foot R-5 Residential District zoned lot.

Investigation also revealed the following:

- 1) On July 28, 1949 a subdivision was approved to subdivide lot 543 into lot 543B (parcel 9) of 18,337 square feet and lot 543B (parcel 43).
- 2) On November 17, 1960 a designation of easement, 1960(440), for storm drain purpose, was approved.
- 3) On July 3, 1986 a designation of easements, 86/SUB 116, for sanitary sewer purposes was approved.

**EXHIBIT "M"**

Ms. Lynn Nishiki  
July 28, 2005  
Page 2

- 4) On November 12, 2004 an Existing Use (EU) permit was granted with conditions for three (3) existing single-family detached dwellings (File No. 2004/EU-13). Building permit Nos. 583188, 583189 and 583191 were issued on July 21, 2005 to meet condition number 3, the installations of fire-sprinkler systems in the three dwellings. Building permit No. 583143 was issued on July 20, 2005 for addition/alteration work to meet condition number 6 for the dwelling unit at 91-693D Pohakupuna Road. All of these permits are currently active. There are other conditions in this EU that require approval from our department prior to any change of ownership.
- 5) Access to Pohakupuna Road for this zoning lot is through parcel 43 on Easement 17

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 separate lots of record for subdivision and zoning purposes.

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

Sincerely yours,



*for* HENRY ENG, FAICP  
Director of Planning and Permitting

HE:gi

(document 38637)