

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer CKO, LLC
Address 3939 Old Pali Road, Honolulu, Hawaii 96817

Project Name(*): 968 SPENCER
Address 968 Spencer Street, Honolulu, Hawaii 96822

Registration No. 5913 Effective date: March 1, 2006
(conversion) Expiration date: April 1, 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 governmental agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

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

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

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

Type of Report:

PRELIMINARY: 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.
(yellow)

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

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

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

(*) Exactly as named in the Declaration

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report

Not Required - disclosure covered in this report.

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

SPECIAL NOTICE

All apartments in this Project are being sold in "as is - where is" condition. Accordingly, each purchaser must inspect his own apartment and the Project. Unless specifically set forth in this Public Report or elsewhere in the Sales Contract or Apartment Deed, the Developer has no obligation or responsibility to make any repairs to any apartment or any part of the Project. The fact that the apartment is being sold in "as is - where is" condition and its possible impact and affect on each prospective purchaser is also disclosed in this Public Report on page 15 and Exhibit "D", and also in the Sales Contract and Apartment Deed.

The Developer intends to have certain repair refurbishment work done to the Project at its cost and expense. That work will probably cause the total amount of reserves to be less then presently estimated by the National Mortgage Real Estate Corp. The work that Developer intends to undertake includes the modernization of the elevator and is further described in Exhibit "F" attached hereto.

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General Information on Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

I. PERSONS CONNECTED WITH THE PROJECT

Developer: CKO, LLC Phone: (808) 591-8899
Name
3939 Old Pali Road
Business Address
Honolulu, Hawaii 96817

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)

Donna Walden, Brian Sakamaki and Eddie Onouye, Inc., (Edward Onouye, President) , Members

Real Estate Broker: Premier Realty 2000, Inc. Phone: (808) 955-7653
Name
1750 South King Street, Suite 200
Business Address
Honolulu, Hawaii 96826
(Business)

Escrow: Old Republic Title & Escrow of Hawaii, Ltd. Phone: (808) 566-0100
Name
733 Bishop Street, Suite 2700
Business Address
Honolulu, Hawaii 96813

General Contractor: Not Applicable Phone: _____
Name

Business Address

Condominium Managing Agent: National Mortgage Real Estate Corp. Phone: (808) 539-9737
Name
1165 Bethel Street, 2nd Floor
Business Address
Honolulu, Hawaii 96813
(Business)

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

**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. 2006-023656
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]:

- 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. 4162
 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]:

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

The Bylaws for this condominium re:

Proposed
 Recorded - Bureau of Conveyances: Document No. 2006-023657
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]:

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 Subleasehold: 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-Automatically Annually

Exhibit ____ contains a schedule of the lease rent for each apartment per Month Year

For Subleaseholds:

- 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-Automatically 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 period of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

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

The developer of this condominium project may have entered into a master ground lease with fee simple owner of the land in order to develop the project. The developer may have then entered into 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: 968 Spencer Street, Honolulu, Hawaii 96822
Tax Map Key (TMK): (1) 2-4-015-016

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

Land Area: 12,150 square feet acre(s) Zoning: A-2

Fee Owner: CKO, LLC
3939 Old Pali Road, Honolulu, Hawaii 96817

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 four (4)
 Exhibit A contains further explanations.

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

4. Permitted Uses by Zoning:

	No of <u>Apts.</u>	<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 type="checkbox"/> Other: Shed	___	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Yes No

5. Special Use Restrictions:

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

Pets: Pets are permitted with Board approval (see House Rules, Par. 2.P)

Number of Occupants: _____

Other: _____

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 1 Stairways: 2 Trash Chutes: 0**

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>01/06</u>	<u>6</u>	<u>1/1</u>	<u>587.66</u>	<u>66.11</u>	<u>lanai</u>
<u>02/05</u>	<u>6</u>	<u>1/1</u>	<u>609.61</u>	<u>68.75</u>	<u>lanai</u>
<u>03/04</u>	<u>6</u>	<u>2/1</u>	<u>634.14</u>	<u>59.37</u>	<u>lanai</u>

Total Apartments: 18

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

****Because there is no trash chute, occupants will have to take their trash to the receptacles on the ground level.**

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: (from Par. 4.2 of Declaration of Condominium Property Regime)

Limits of Apartments: The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load bearing walls, the undecorated or unfinished surface of the lanai and/or deck floor, the finished surfaces of the lanai railing, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service lines running through an apartment which are utilized for or serve more than one apartment, the same being deemed common elements. Each apartment shall be deemed to include all the walls, framing for the walls, and partitions which are not loadbearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, windows, doors (including all hardware), screen doors, and all fixtures originally installed therein. All windows and doors shall maintain a uniform appearance.

Permitted Alterations to Apartments:

Each unit owner may alter the interior of an apartment, but subject to certain restrictions, as provided in paragraph 20 of the Declaration of Condominium Property Regime.

Apartments Designated for Owner-Occupant Only:

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

7. Parking Stalls:

Total Parking Stalls: 23

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open*</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (total) (for each unit)	<u>6</u>	<u>12</u>	_____	_____	_____	_____	<u>18</u>
Guest	_____	<u>2</u>	_____	_____	_____	_____	<u>2</u>
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	<u>3</u>	_____	_____	_____	_____	<u>3</u>
Other:	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open	<u>23</u>	_____	_____	_____	_____	_____	<u>23</u>

*Some of the open stalls are partially covered.

Buyers are encouraged to find out which stall(s) will be available for their use. Each apartment has the use of one parking stall.

Commercial parking garage permitted in condominium project.

Exhibit A contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational facilities

Swimming pool Storage Area Recreation Area

Laundry Area Tennis Court Trash Chute/Enclosure(s)

Other: _____

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

There are no violations. Violations will not be cured.

Violations and cost to cure are listed below. Violations will be cured by _____

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

See Exhibit "F" for further information.

1. Conformance to Present Zoning Code

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

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/Parking	<u>X</u>	<u> </u>	<u> </u>
Lot	<u>X</u>	<u> </u>	<u> </u>

*Based solely on the letter dated January 10, 2006 from the Department of Planning and Permitting, City and County of Honolulu. See Exhibit "H".

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

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

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

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

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

described in Exhibit B.

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit B.

as follows:

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 A.

as follows:

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

Exhibit C describes the encumbrances against the title contained in the title report dated January 30, 2006 issued by Old Republic Title & Escrow of Hawaii

Blanket Liens:

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

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

[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 Prior to Conveyance</u>
Mortgage	If the Developer defaults under the Mortgage, the lender may foreclose on the Project. If a foreclosure occurs, all deposits will be refunded to the prospective purchaser, less escrow cancellation fee.

F. Construction Warranties:

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

1. Building and Other Improvements:

None. There are no warranties, express or implied. See Exhibit "D" for further information.

2. Appliances:

None. There are no warranties, express or implied. However, Developer will assign new manufactures warranty for the new appliances, if any, that are within the apartment. Each purchaser must inspect the apartment being purchased to determine if the appliances are new or used.

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

According to a letter dated January 10, 2006 from the Department of Planning and Permitting, ("DPP") City and County of Honolulu, the four (4) story building was constructed in 1969. The Developer purchased the Project on or about November 23, 2005.

H. **Project Phases:**

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

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

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

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

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

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

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

See Page 20 concerning RESERVES.

C. **Utility Charges for Apartments:**

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

- None
- Electricity (Common Elements only _____ Common Elements & Apartments)
- Gas (_____ Common Elements only _____ Common Elements & Apartments)
- Water
- Sewer
- Television Cable
- Other _____

V. MISCELLANEOUS

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

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

Notice to Owner Occupants

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

Escrow Agreement dated January 6, 2006
Exhibit E contains a summary of the pertinent provisions of the escrow agreement.

Other _____

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

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

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

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

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

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

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

AND

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

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

C) One of the following has occurred:

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

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

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

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

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

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

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Report issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime
 - C) Bylaws of the Association of Apartment Owners
 - D) House Rules, if any.
 - E) Condominium Map
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other: _____

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

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

Website to access unofficial copy of law: www.hawaii.gov/dcca/hrs

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

This Public Report is part of Registration No. 5913 filed with the Real Estate Commission on February 17, 2006

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C. **Additional Information Not Covered Above**

RESERVES. Developer discloses that an estimate of reserves was made by National Mortgage Real Estate Corp. This estimate may not meet the requirements for a reserve study in accordance with Section 514A-83.6, Hawaii Revised Statutes, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. See Exhibit "G" for further details. The figures are only estimates which means that more reserves may be required which is dependent on when a replacement is needed and the cost of the replacement. The monthly maintenance fees could increase if more reserves are needed or operating cost are higher than presently estimated. Reserve figures are also influenced by maintenance, repair, and upkeep of the Project. The Developer intends to have certain repair and refurbishment work done to the Project at its cost and expense. That work will probably cause the total amount of reserves to be less than presently estimated by National Mortgage Real Estate Corp. The work that Developer intends to undertake includes the modernization of the elevator and are further described in Exhibit "F" attached hereto.

NO WARRANTIES OR REPRESENTATIONS. The Developer is not making any representation or warranty about the apartment, its furnishing and appliances, any electrical, plumbing or mechanical component of the apartment, and the Project. See Exhibit "D" for further information. A purchaser must conduct his or her own inspection of the apartment, its appliances, and all other features of the apartment and the Project. **THE DEVELOPER IS NOT OBLIGATED TO MAKE ANY REPAIRS TO ANY PART OF THE APARTMENT OR PROJECT.**

MODEL UNITS. The model unit in the Project is merely to show a purchaser how an apartment could be decorated. Each apartment has different features and/or appliances. Some appliances are used. Each Purchaser should inspect his apartment.

ASBESTOS DISCLOSURE. Purchaser is aware that asbestos materials are hazardous to one's health particularly if asbestos fibers are released into the air and inhaled. In the past (before 1979, but possibly since) asbestos was a commonly used insulation material in heating facilities and in certain types of floor and ceiling materials, shingles, plaster products, cement and other building materials. Purchaser is aware that Purchaser should make appropriate inquiry into the possible existence of asbestos on or within the apartment. Structures having "popcorn" or "cottage cheese" type ceilings may contain asbestos fibers or asbestos-containing material. Such ceilings should not be disturbed since it could release asbestos fibers in the air. Any disturbance should be done only by licensed abatement contractors. **DEVELOPER HAS NOT CONDUCTED ANY INVESTIGATION INTO THE EXISTENCE OR NON-EXISTENCE OF ASBESTOS IN THE APARTMENTS OR PROJECT.**

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

COMMENCEMENT OF MAINTENANCE FEES. The Developer intends that each Purchaser of an apartment in the Project will commence paying monthly maintenance fees upon closing. However, the Developer reserves the right to assume all actual common expenses of the Project in lieu of paying the Developer's respective share of the budgeted common expenses. If the Developer will assume the common expenses, each purchaser will be notified of this fact at the closing of his or her purchase. If the start date of maintenance fee is not established prior to a closing, then the Developer will then pay for all such expenses until the date specified in the Sales Contract or in a disclosure abstract filed by the Developer with the Real Estate Commission, State of Hawaii (which date shall be no less than 30 days from the date of filing), which disclosure abstract shall provide that after such specified date each owner of an apartment in the Project shall be obligated to pay for such owner's respective share of common expenses allocated to its respective apartment. A copy of the foregoing disclosure abstract shall be delivered or given to each of the apartment owners.

DISCLOSURE RE: SELECTION OF REAL ESTATE SALESPERSON Pursuant to sections 16-99-3(g) and 16-99-11(d), Hawaii Administrative Rules ("HAR"), prospective purchasers are hereby advised that one of the members of the Developer(s): Donna J. Walden, RS-23320, is a current and active Hawaii-licensed real estate salesperson. Pursuant to section 16-99-11(c), HAR, "(n)o licensee shall be allowed to advertise 'For Sale by Owner', 'For Rent by Owner', 'For Lease by Owner', 'For Exchange by Owner'. Donna J. Walden will not be representing the Developer in the sale of apartments.

ADDITIONAL PARKING. As described in Exhibit "A" of this Public Report, parking stall numbers 6, 7, and 8 are unassigned. It is the Developer's intention to sell and assign these stalls to one or more apartments in the Project (the assignment would be set forth in the apartment deed). If the Developer does not assign any of these stalls to an apartment prior to the closing and sale of the last apartment, it will quitclaim its interest in such parking stall(s) to the Association of Apartment Owners. Thereafter such parking stall(s) would be an additional guest stall(s) or such other use that the Association may determine.

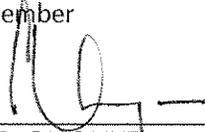
UNIT 301/PARKING STALL 18. Unit 301 has been assigned stall number 18 which is adjacent to the access doors to the elevator mechanical room. Access to the elevator mechanical room will be required during periods of routine maintenance of the elevator system and also during the time that the modernization of the elevator system is done. Accordingly, the occupant of unit 301 may be inconvenienced and/or required to park his or her car in a different stall on a temporary basis during the maintenance periods and the modernization of the elevator system.

- D. The developer declares subject to the penalties set forth in section 154A-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.

CKO, LLC, a Hawaii limited liability company

Printed Name of Developer

By Eddie Onouye, Inc.
Authorized Member



EDWARD ONOUYE
Its President

Feb 17, 2006

Date

Distribution:

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

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

EXHIBIT "A"

Description of Apartments; Common Interests & Parking Stall Assignments

Description of Apartments

The apartments in the Project consist of three types of apartments (and the mirror image of each type) each of which are separately designated and described freehold estates as follows:

a. Type 01/06. Type 01/06 apartments consist of one bedroom, one bathroom, a kitchen and living area (or its mirror image) together with a lanai. The net living area consists of approximately 587.66 square feet and the lanai consists of approximately 66.11 square feet. There are 6 Type 01/06 apartments (two on each floor). The Type 01/06 apartments are the "01" and "06" units on each floor.

b. Type 02/05. Type 02/05 apartments consist of one bedroom, one bathroom, a study, a kitchen and living area (or its mirror image) together with a lanai. The net living area consists of approximately 609.61 square feet and the lanai consists of approximately 68.75 square feet. There are 6 Type 02/05 apartments (two on each floor). The Type 02/05 apartments are the "02" and "05" units on each floor.

c. Type 03/04. Type 03/04 apartments consist of two bedrooms, one bathroom, a kitchen and living area (or its mirror image) together with a lanai. The net living area consists of approximately 634.14 square feet and the lanai consists of approximately 59.37 square feet. There are 6 Type 03/04 apartments (two on each floor). The Type 03/04 apartments are the "03" and "04" units on each floor.

d. Floor Area. The floor area of an apartment is the net living area and is measured from the interior surface of the apartment's perimeter walls. There may be variations in how these types of measurements are taken so different design professionals may come up with different living areas.

Parking Stall Assignments; Common Interest

<u>APARTMENT</u>	<u>TYPE</u>	<u>% COMMON INTEREST</u>	<u>PARKING</u>
201	01/06	5.347%	9
202	02/05	5.548%	12
203	03/04	5.771%	22
204	03/04	5.771%	15
205	02/05	5.548%	1
206	01/06	5.347%	14
301	01/06	5.348%	18
302	02/05	5.548%	11
303	03/04	5.771%	16
304	03/04	5.771%	17
305	02/05	5.548%	2
306	01/05	5.348%	5
401	01/06	5.348%	19
402	02/05	5.548%	10
403	03/04	5.771%	21
404	03/04	5.771%	20
405	02/05	5.548%	3
406	01/06	5.348%	4
Total: 18		100.00%	18

Guest Stalls: 13 and 23

Unassigned Stalls: 6, 7, and 8 (which Developer may sell and assign)

Type 01/06: 1 bedroom/1 bathroom
 Type 02/05: 1 bedroom/1 bathroom with study
 Type 03/04: 2 bedroom/1 bathroom

EXHIBIT "B"

Common Elements

- a. The land described herein in fee simple.
- b. The foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and loadbearing walls of each apartment, roof, elevator, stairs, stairways, rails, panel and electrical room, trash room, and walkways around and within the Building.
- c. Except as may otherwise be specifically provided for herein, all yards, landscaping, planters, driveways, any open parking stalls which are not appurtenant or assigned to an apartment, trash enclosure and like facilities.
- d. All pipes, wires, conduits or other utility or service lines running through one apartment which are utilized for or serve more than one apartment, all fire safety systems (including the portion which extends into each apartment) and any other central and appurtenant installations for utility services used or necessary to the existence, maintenance and safety of the Project.
- e. Any and all other structures, apparatus and installations of common use, and all other parts of the Project necessary or convenient to the existence, maintenance and safety of the Project, or normally in common use, including any enterphone or entry phone system and other security or safety equipment that may be installed in the Project in accordance with Paragraph 4.6.d of the Declaration.

Limited Common Elements

- a. Mailboxes. The mailbox assigned to an apartment shall be limited to the use of such apartment. Each apartment shall at all times have at least one mailbox appurtenant to it.
- b. Parking. Parking stall assignments are set forth in Exhibit "A" of this Public Report. Until an apartment is sold, Declarant has the right to change the parking assignments for each apartment. Each such assigned parking stall is hereby designated as a limited common element appurtenant to and for the exclusive use of such apartment, as shown on the Condominium Map and Exhibits. The Declarant reserves the right to re-designate or reassign a parking stall to another or different apartment as described in paragraph d below and to assign more than one (1) stall to an apartment(s). If an apartment has more than one stall, such additional assignment shall be reflected in the first conveyance instrument made by the Declarant to the first grantee or purchaser of the apartment.

Declarant also reserves the right to cause any un-assigned parking stall to be used for a different purpose such as loading area, visitor parking, or landscaping purposes.

c. Other. All common elements of the Project which are rationally related to less than all of the apartments shall be limited to the use of such apartment or apartments to which the same are related.

d. Parking Reservation/Enterphone System. The Declarant reserves the right until December 31, 2010, to develop and create one or more parking stalls and to relocate, realign, and redesign any and all existing parking stalls so long as each apartment that is assigned a parking stall as set forth in Exhibit "A" of this Public Report continues to have an assigned parking stall. Declarant further reserves the right to install an electronic entry or security gate to provide limited access to the elevator and/or stairways on the ground level and Building. Declarant shall be responsible for all cost of installing the entry and/or security system. Declarant may decide not to install any entry or security system. Once installed, the entry and/or security system shall be deemed a common element.

EXHIBIT "C"
Encumbrances Against Title

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

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

3. Encroachment Agreement dated November 18, 2005, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2005-238677.

NOTE: A hollow tile wall constructed on portions of the common boundary between TMK (1) 2-4-015-016 and TMK (1) 2-4-015-025.

4. Encroachment Agreement dated November 18, 2005, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2005-238678.

NOTE: A shed and loose rock wall constructed on portions of the common boundary between TMK (1) 2-4-015-016 and TMK (1) 2-4-015-027.

5. The following matters as shown on map prepared by Dennis K. Hashimoto, with DJNS Surveying & Mapping, Inc., dated October 17, 2005, to wit:

a. Hollow tile wall #2 which extends into parcel 56 by 0.0 ft. to 0.07 ft. for 13.6 ft.

b. Hollow tile wall #5 which extends into the subject parcel by 0.1 ft. for 8.6 ft.

As disclosed by Deed dated November 18, 2005, recorded in said Bureau, as Document No. 2005-238679.

6. Mortgage dated November 18, 2005, in favor of First Hawaiian Bank, a Hawaii corporation, recorded in said Bureau, as Document No. 2005-238680.

7. Assignment of Leases and Rents dated November 18, 2005, in favor of First Hawaiian Bank, a Hawaii corporation, recorded in said Bureau, as Document No. 2005-238681.

8. Financing Statement in favor of First Hawaiian Bank, a Hawaii corporation, recorded in said Bureau, as Document No. 2005-238682.

9. Condominium Map No. 4162 filed in the Bureau of Conveyances, State of Hawaii.

10. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Declaration of Condominium Property Regime for 968 SPENCER Condominium Project dated February 3, 2006, recorded in said Bureau as Document No. 2006-023656

11. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Bylaws of the Association of Apartment Owners dated February 2, 2006, recorded in said Bureau as Document No. 2006-023657.

12. Any rights or claims of parties in possession.

13. Any unrecorded and subsisting leases.

14. Discrepancies, conflicts in boundary lines, shortage in area, or any other matters which a correct survey or archaeological study would disclose.

EXHIBIT "D"

Summary of Sales Contract

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

Among other things, the Sales Contract:

1. Provides a section for financing to be completed and agreed to by the parties which will set forth how Purchaser will pay the purchase price.
2. Identifies the escrow agent and states that purchaser's deposit will be held in escrow until the Sales Contract is closed or canceled.
3. Requires that Purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
4. Permits the Developer without the consent or approval of a purchaser to modify the Declaration, By-Laws Condominium Map or other documents provided that purchaser may cancel the Sales Contract and obtain a refund if such modification:
 - a. substantially and materially impairs the use and enjoyment of the apartment;
 - b. substantially and materially alters the arrangement of the rooms or usable space of an apartment or building;
 - c. renders unenforceable a purchasers' loan commitment;
 - d. increases the purchaser's share of common expenses or maintenance fees;
 - e. reduces the obligations of Developer of common expenses on unsold apartments.
5. Provides that the Developer is selling the apartments in "AS-IS WHERE-IS" condition. This means that the Developer is not making any warranties or representations with respect to the apartments and Project. Section 19 of the Sales Contract reads as follows:
 - "a. As Is - Where Is. Notwithstanding any other provision in this Agreement to the contrary, the Buyer agrees and acknowledges that the Seller is selling the

Apartment in an "AS IS, WHERE IS" condition. All land, improvements and other real and personal property will be sold, conveyed, and assigned by the Seller to the Buyer "AS IS, WHERE IS" without any warranty or representations, express or implied, as to condition or fitness for any purpose whatsoever. The Buyer agrees, acknowledges, and affirms to the Seller that the Buyer as had full opportunity to inspect the same, and accepts all land, improvements and other real and personal property in their "AS IS, WHERE IS" condition. Buyer understands that Buyer is responsible to protect his own interest and that he should conduct his own thorough inspections. The Seller will not be required to make any repairs or pay any expenses concerning the condition of the Apartment or any other improvement in the Project. Seller specifically, without limiting the foregoing, makes no warranties or representations with regard to the following:

- (1) The condition, state of repair, operating order, safety, structural soundness, construction or habitability of any improvements on or under the land, Apartment and Project;
- (2) The fitness of any improvements for any particular purpose;
- (3) The compliance or regulation of the Apartment or Project or any improvements thereon with or under any building, environmental, archaeological, wetlands, endangered species, health, zoning, land use, subdivision, setback, or other applicable law, ordinance, rule or regulation;
- (4) The compliance of any easement, right-of-way or driveway with any building, health, zoning, land use, subdivision, setback or other applicable law, ordinance, rule or regulation;
- (5) The compaction, stability, composition, erosion or other condition of the soil for the building or any other purposes;
- (6) The existence of any improvements on or under the Project which go over the boundary lines of any adjoining lands;
- (7) The existence of any improvements on or under any adjoining lands which go over the boundary lines of the Project;
- (8) Any matter concerning the mechanical and other installations for electricity, water, gas, plumbing, sewer, telephone, cable television or any other utility for the Apartment (if any);
- (9) Any matter concerning the electrical, water, gas, plumbing, sewer, or any other utility systems (if any);
- (10) Any matter concerning any drainage easement or drainage

system (if any) on or for the Project or on any adjoining or other lands over which any such drainage easement or drainage system may go;

(11) Any staking or survey done by any person;

(12) The existence or non-existence of any hazardous materials such as lead based paint, asbestos, except as specifically disclosed in Addendum "B" and "C" attached to and made a part of this Agreement and the compliance of such materials with any applicable federal, state or local law;

(13) The compliance of the improvements with any Fair Housing and other laws, rules and regulations relating to accessibility; AND

(14) The existence or non-existence of any mold or mildew on or within the Apartment and whether the design or layout of an Apartment may or may not affect the growth or existence of such mold or mildew.

b. No Reliance by Buyer. Buyer is not relying on any representations or warranties (written, pictorial, oral, or otherwise) concerning the Apartment and Project and assumes all risks of the development or marketability of the Apartment and Project, the risk of changes in applicable laws, and the risk of obtaining any governmental approvals. Without limiting the foregoing, Buyer acknowledges that neither Seller nor any of Seller's employees, or Broker, or any of its salespersons have made any representation or warranty that the Apartment has good investment potential or will increase in value or can be successfully developed.

c. The Condominium Map Is Not A Warranty. The Condominium Map for the Project is intended to show only the layout, location, apartment numbers and dimensions of the apartments in the Project. BUYER AGREES THAT THE CONDOMINIUM MAP IS NOT INTENDED TO BE AND IS NOT A WARRANTY OR PROMISE OF ANY KIND BY SELLER OR BROKER. The living areas of the apartments and the lanais were based on information provided by design professionals hired by Seller. Buyer agrees that if it is discovered that the area of the Apartment, its lanai, and the dimensions of the parking stall are smaller or different in any manner from the Condominium Map that such differences shall not affect the Total Purchase Price. Buyer further acknowledges and agrees that his decision to purchase was not made or based on the living areas or the foregoing dimensions but rather, based on Buyer's inspection and viewing of the Apartment. Buyer has inspected and approves the design and location of the parking stall (if any). Seller did not develop or construct the Apartment or any of the buildings. Seller only purchased the Project in October, 2002.

d. Seller Makes No Promises or Warranty About the Amount of Monthly Maintenance Charges. Buyer has examined and approved the estimate of monthly maintenance charges and assessments for the Apartment and the Project as shown in the

Budget for the Project prepared by the Seller and/or Managing Agent. Seller, Broker, and Managing Agent make no promises or warranties about the accuracy of those amounts. Buyer understands that those amounts are only estimates and may change for a lot of reasons. Buyer accepts and approves any changes in such estimate made by Seller or the Managing Agent.

e. Seller Makes No Promises About Rentals. BUYER AGREES THAT NO ONE (INCLUDING THE SELLER, BROKER OR ANY SALESPERSON) HAS TALKED TO BUYER AT ALL ABOUT ANY RENTAL INCOME OR RENTAL OR SALES SERVICES FOR BUYER'S APARTMENT. IF BUYER WANTS TO RENT OR SELL THE APARTMENT, HOW BUYER DOES IT WILL BE UP TO BUYER, BUT SUBJECT TO ANY APPLICABLE OWNER-OCCUPANT RESTRICTIONS. BUYER ALSO AGREES THAT NO ONE HAS TALKED TO BUYER AT ALL ABOUT INCOME FROM THE APARTMENT OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE PURCHASE OR OWNERSHIP OF THE APARTMENT OR ABOUT THE TAX EFFECTS OF BUYING THE APARTMENT.

f. Acceptance of Conditions; Release. Buyer hereby accepts all of the foregoing terms and conditions described in paragraphs a through e above as well as any loss or value, marketability, losses, expenses, damages, injury, sickness, inconvenience or annoyance which Buyer or any occupant may experience as a result of such conditions and hereby expressly waives any rights, claims or actions which he might otherwise have against Seller as a result of such circumstances (collectively the "Claims"). The Buyer, for himself, his heirs, personal representatives, successors, assigns, and any person using or occupying the Apartment, hereby fully, finally and forever, releases, and agrees to indemnify and hold harmless, Seller, Broker, Managing Agent, Seller's agents, and each of their respective employees, contractors, professionals, and its consultants, and each of their respective successors and assigns from and against any and all damages, liability, personal injury claims or illness, property damage claims, cost and expenses including reasonable attorney's fees, relating to any claim by the Buyer or any person using or occupying the Apartment arising directly or indirectly out of or from the Claims, including impairment of the use and enjoyment of the Apartment and loss of market value and hereby agrees to these provisions which shall also be contained in the Apartment Deed and Buyer shall further include these provisions in any subsequent conveyance of the Apartment. Buyer furthermore agrees that Buyer will not file suit or make any claim against Seller, Broker, Managing Agent, and any of their respective officers, directors, employees, agents, successors and assigns, on account of or resulting from the Claims or any inconvenience, disturbance, damages, claims, liability, and/or injury arising from or related to the conditions set forth in this Section 19. Buyer represents and warrants to Seller that Buyer, in Buyer's sole discretion, has determined that the benefits of owning and enjoying the Apartment outweighs the risks of any of the conditions described in paragraphs a through e above. The terms of this Section 19 shall survive the occupancy of the Apartment by Buyer and the delivery and recording of the Apartment Deed to Buyer."

6. If purchaser dies (any one of them) prior to closing, Developer has the right

to return purchaser's funds, less any escrow cancellation fees and cost, and cancel the Sales Contract.

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

a. By Purchaser: title insurance, drafting of any note and mortgage, purchaser notary fees, recording fees, pro-rated real property taxes, all escrow fees, drafting of apartment deed, conveyance taxes, and also a start fee for common expenses. and cost of any upgrades.

b. By Developer: Developer notary fees.

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

by Purchaser:

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

by Developer:

- a. Purchaser may bring an action against Developer for breach of Contract;
- b. Purchaser may bring an action to terminate contract and obtain refund of deposits;
- c. Developer shall be responsible for expenses incurred.

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

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

10. Contains Addendum "B" regarding Lead-Based Paint and Addendum "C" regarding Environmental Matters which Purchasers must acknowledge as part of the Sales Contract.

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

EXHIBIT "E"

Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Escrow is OLD REPUBLIC TITLE & ESCROW OF HAWAII, LTD. Under the Escrow Agreement dated January 6, 2006, these things will or may happen:

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

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

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

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

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

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

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

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

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

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

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

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

The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

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

EXHIBIT "F"

Engineer's Condition Reports & Developer Repairs

The following conditions reports have been prepared for this Project. The Developer has agreed to address some of the items which were raised in some of the reports. Unless specifically described below, the Developer does not intend to undertake or make any of the repairs, upgrades, replacements or any other matters identified or disclosed in each of the respective reports.

- e. Sueda & Associates, Inc. - Architect.
 - a. The Developer contracted with Aztec Roofing, Inc. (License No. C-20835) to install a new roof with a seven year warranty. A building permit was obtained and the new roof was installed in the last week of December 2005. All information on the roofing will be given to the Condominium Managing Agent.
 - b. The bathroom ceiling in apartment 405 has been repaired.
- f. Kai Hawaii - Structural Engineers.
 - a. Minor cracking and watermark stains have been or will be patched and/or painted.
- g. Lance Uchida Mechanical Engineers, Ltd. - Mechanical Engineers.
 - a. Developer makes no statements about the contents of the report.
- h. Itano & Associates, Inc., - Electrical Engineers (the enclosed two pages was all that was received for this report).
 - a. Developer makes no statements about the contents of the report.

Additional Repairs

Elevator Modernization. The Developer will contract for the modernization of the elevator and related machinery with a licensed and experienced elevator contractor licensed to do business in the State of Hawaii (the "Elevator Contract"). The Developer will be responsible for the total cost of the Elevator Contract. However, the selection of the contractor, the scope of the work to be done, and the date when the work will done shall be as determined in the sole and absolute discretion of the Developer. Each prospective purchaser and their tenant will experience some disruption in the use of the elevators when the work is done however the Developer will attempt to minimize the number of days that the elevator will be out of service. Developer will have the contractor coordinate the work with the Condominium Managing Agent. Any warranty for the machinery and work will be assigned to the Condominium Association, if applicable. Developer shall not be liable or responsible for any work done or materials and equipment furnished in connection with the Elevator

Contract. Developer anticipates that the work will be commenced within one (1) year from the date of the Public Report.

Walkways and Flooring. The Developer has or will resurface the common area flooring which includes the walkways and stairs. The Developer shall not be liable or responsible for the quality of the work and materials used in connection with this repair. All information relating to this work will be given to the Condominium Managing Agent.



Sueda & Associates, Inc. / Architects and Planners

MEMORANDUM

DATE: September 26, 2005
TO: Eddie Onouye
FROM: Lloyd T. Sueda
RE.: Inspection Report.
18 units Apartment - 968 Spencer Street, Makiki

On September 23, we made an inspection of the existing 4-story Apartment Building on Spencer Street.

Present at the Inspection:

Lloyd T. Sueda	Architect
Glenn Isidro	Structural Engineer
Darrel Itano	Electrical Engineer
Lance Uchida	Mechanical Engineer

The Apartment Building was built in 1970 – on grade parking for 23 cars. 6 Apartment units per floor:

2 – One Bedroom	identical
2 – One Bedroom & Study	identical
2 – Two Bedroom	identical

6 Three Story = 18 Total Units

The Building is a reinforced concrete and masonry Building. The floor is a precast concrete plank with a concrete topping.

The Building looks to be in very good conditions. They are no signs of settlement. The roof needs to be inspected and probably reroofed.

Apartment 405 (one bedroom & study) has a leak in the bathroom ceiling. An inspection of the roof looks like the leak is coming from the existing bathroom on the roof.

We also took field measurement of all six typical units on a floor.

The area calculation is based on the interior space measured from paint surface to paint surface, less the ceiling exhaust.

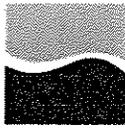
I will be sending you the Structural, Mechanical & Electrical Report.

Eddie Onouye – Spencer Street
September 26, 2005
Page 2

	Bedroom	Lanai
Units 201/301/401	502.2 sq. ft.	68 sq. ft.
Units 202/302/402	615 sq. ft.	69.78 sq. ft.
Units 203/303/403	653.5 sq. ft.	61.4 sq. ft.
Units 204/304/404	653.5 sq. ft.	62.7 sq. ft.
Units 205/305/405	613 sq. ft.	69.75 sq. ft.
Units 206/306/406	499 sq. ft.	68 sq. ft.

Unit area are less the area of the exhaust duct.

If you have any questions, please call.



STRUCTURAL CONDITION SURVEY REPORT

PROJECT NAME: 968 Spencer Street Apartment PROJECT NO.: 1590

PURPOSE: Perform a field observation of building's existing condition to identify any structurally related deficiencies as requested by the prospective buyer.

PRESENT: Glenn Isidro (KAI), Lloyd Sueda (Arch), Darrel Itano (Elec), Lance Uchida (Mech), Christine Adderley (Realtor), Buyer

DATE: September 23, 2005

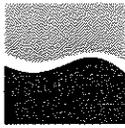
TIME ARRIVED 1:00 p.m. TIME DEPARTED: 3:00 p.m.

Description of Structure:

1. Existing structure is a 4-story apartment building with an approximate footprint of 60 feet wide by 100 feet long. The first level is used for parking.
2. The gravity system is composed of precast prestressed planks with concrete as the floor and roof system. The floor is supported by concrete beams and columns at the first floor garage area. Upper floors and roof are supported by perimeter concrete beams and interior concrete load bearing walls.
3. The lateral resisting system appear to be a combination of concrete shear walls at the upper floors and cantilevered concrete columns at the first floor garage area.

Observations:

1. General
 - a. A visual non-destructive observation was done on exposed interior and exterior building elements that were readily accessible. Hidden or concealed conditions such as those covered by floor, ceiling or wall panels and coverings were not observed.
2. 1st Floor Garage
 - a. No deficiencies were note on the concrete columns.
 - b. No deficiencies were note at the underside of the precast planks.
3. 2nd, 3rd, and 4th Floor
 - a. Floors were covered with tiles.
 - b. Ceilings were covered with plaster.
 - c. No deficiencies were noted at the concrete walls and beams
 - d. No deficiencies were noted at the stairs, balconies and lanais.
 - e. Unit 202: Minor cracking was noted at the CMU infill wall at the bedroom.
 - f. Unit 403: Watermark stains were noted at the living room ceiling.
 - g. Unit 405: Minor cracking was noted at the CMU infill wall at the bedroom. Watermark stains were noted at the bathroom ceiling.
4. Roof
 - a. Surface was covered with roofing material.



KAI HAWAII
STRUCTURAL & FORENSIC ENGINEERS

STRUCTURAL CONDITION SURVEY REPORT

PROJECT NAME: 968 Spencer Street Apartment

PROJECT NO.: 1590

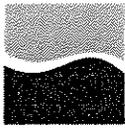
Conclusion:

1. The building's major structural elements appear to be in good condition and did not see any condition that would affect its structural integrity.

Recommendations:

1. Cracking in CMU infill walls should be monitored periodically and information should be recorded noting date of observation and identifying location and extent of cracking. It is likely that the cracks are a result of shrinkage in the CMU blocks. Should conditions worsen and consultant should be acquired to assess the problem.
2. Watermark stains at the 4th floor units are likely a result of failure of the roofing system. The roofing system should be repaired to keep water out. Continued water infiltration can lead to rebar corrosion and concrete spalling.

By: Glenn Isidro



KAI HAWAII
STRUCTURAL & FORENSIC ENGINEERS

STRUCTURAL CONDITION SURVEY REPORT

PROJECT NAME: 968 Spencer Street Apartment

PROJECT NO.: 1590

Photographs:



Photo 1: Front elevation



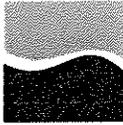
Photo 2: Right Elevation



Photo 3: Rear elevation.



Photo 4: Left elevation.



KAI HAWAII
STRUCTURAL & FORENSIC ENGINEERS

STRUCTURAL CONDITION SURVEY REPORT

PROJECT NAME: 968 Spencer Street Apartment

PROJECT NO.: 1590



Photo 5: First floor garage.

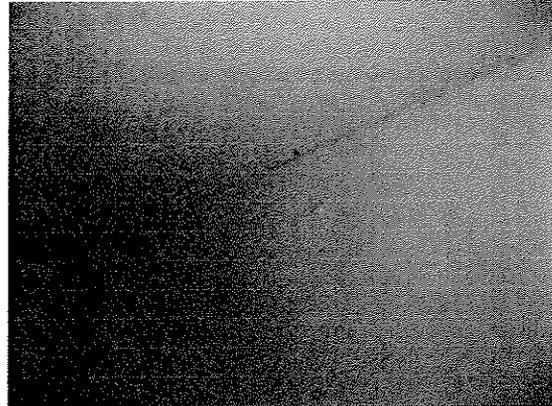


Photo 6: Watermark stains at Unit 403

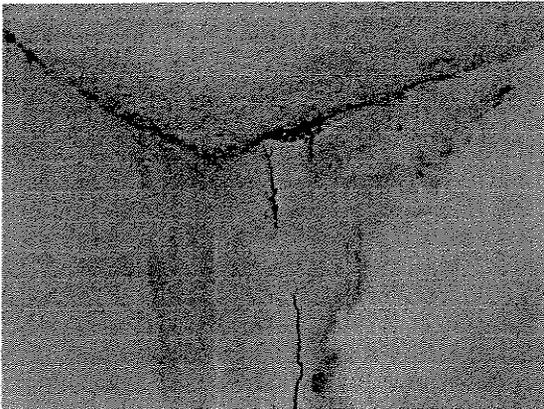
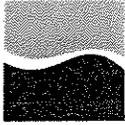


Photo 7: Watermark stains at Unit 405



Photo 8: Minor crack at CMU infill at Unit 405.



KAI HAWAII
STRUCTURAL & FORENSIC ENGINEERS

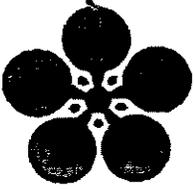
STRUCTURAL CONDITION SURVEY REPORT

PROJECT NAME: 968 Spencer Street Apartment

PROJECT NO.: 1590



Photo 9: Roof

**LANCE UCHIDA MECHANICAL ENGINEERS, LTD.**

1446 LALAMILO PLACE • HONOLULU, HAWAII 96819
PHONE: (808) 836-0396 • FAX: (808) 839-6081

September 29, 2005

SUEDA AND ASSOC., INC.
905 MAKAHIKI WAY MAUKA SUITE
HONOLULU, HAWAII 96826

Attention: Lloyd Sueda
Reference: 968 SPENCER STREET APARTMENTS
Mechanical Observation Report

Lloyd:

The following is a summary of our observations from Friday's walk-thru:

Plumbing:

Water distribution system consists of copper piping. Water system is split after the water meter with a separate line to serve the wet standpipe system. A pressure regulating valve is installed on the domestic line, the wet standpipe line does not have a regulating valve. Water system appears to be in good condition. Board of Water information indicates that there should be adequate street pressure to meet the wet standpipe system residual pressure requirements, but this must be tested for actual system performance.

Waste piping appears to have been replaced in portions at the ceiling of the ground floor parking level. In the current configuration, some waste stacks receiving discharge from kitchen sinks and clothes washers do not meet the current code for suds relief zones. Unless renovations are made to the units, however, we do not anticipate the City requiring any retrofit to correct this. All units include separate electric water heaters and clothes washers.

In general, all plumbing systems are in acceptable condition.

Ventilation:

Interior toilets are ventilated via a rooftop mechanical exhaust fan. "Interior" kitchens (units B and E) are provided with a wall fan over the stove area for general ventilation – no range hoods are installed in any of the units. Clothes dryers are not vented to the outside.

Fire Protection:

As previously mentioned, the building has a wet standpipe system with hose valve cabinets at every floor. A dry standpipe system is also installed with a single hose outlet valve

located near the central elevator and a siamese fire department connection inlet at the street.

At 18 units and 4 floors, the building would require an automatic fire sprinkler system if it were built under today's code. Currently, there is no known policy by the City to have buildings of this type and size to be retrofitted to meet the automatic fire sprinkler requirement.

General Summary:

The building mechanical systems appear to be in good to fair condition. No immediate corrections appear to be necessary.

Very truly yours,



Lance A. Uchida

President, Lance Uchida Mechanical Engineers, Ltd.

BUILDING EVALUATION REPORT
968 SPENCER STREET
ELECTRICAL

I. ELECTRICAL ASSESSMENT

A. Electric Service:

1. Building is served from a pad mount Hawaiian Electric Company (HECO) transformer located on the East side of the property.
 - a. HECO transformer no. V2869: 225 kVA
 - b. 208wye/120 Volts, Three Phase, 4 Wires, Underground.
2. Common area meter (HECO no. 222940) serves the following loads:
 - a. Elevator.
 - b. Common area panel.
3. There are two unmetered 400-ampere switches which serves the meterbanks located on each apartment floor.
4. Common area meter, common area panel, elevator disconnect and meterbank disconnects are located in the ground floor electric room.
5. Each floor has an electrical room adjacent to the elevator. Apartment meterbank consist of a HECO meter and a 100-ampere main breaker serving each apartment. Service to individual apartment is single phase, three wires.
6. The existing electrical service (metering) equipment and power distribution equipment appear to be good operating condition without any obvious operating deficiencies or problems.

B. Telephone Service: Existing telephone service is underground from existing utility pole on Sheridan Street. Telephone service appears to be in good operating condition and adequate for the current use.

C. Individual Dwelling Units:

3. Interior wiring: The interior electrical wiring observed consist of insulated copper conductor within metal raceways (electrical metallic tubing, EMT) and appears to be in good operating condition with no obvious problems or major deficiencies.

4. Panelboard: each unit has a surface mounted loadcenter located in a storage/laundry closet near the Kitchen area.
- a. Service to the dwelling unit panel is consists of a 100-ampere main breaker (No. 2 AWG feeder) at the meterbank.
 - b. Panelboard is a 16-circuit, flush mounted loadcenter with the following circuits:
 - (1) One 20-ampere for lights.
 - (2) Three 20-ampere for Kitchen circuits.
 - (3) Two 20-ampere for outlets (non-kitchen).
 - (4) One 20-ampere for washer.
 - (5) One 20-ampere (208-volts) for window air conditioning unit in Living Room.
 - (6) One 30-ampere (208 -volts) for water heater.
 - (7) One 30-ampere (208 -volts) for dryer.
 - (8) One 50-ampere (208-volts) for range.
5. The existing electrical panels within the dwelling units appear to be good operating condition without any obvious operating deficiencies or problems.
6. Existing Outlets (plugs):
- a. Bedroom: Four.
 - b. Living: Four, plus 20-volt outlet to air conditioning.
 - c. Kitchen: Four (one for refrigerator).
 - d. Bath: One (non-ground fault).
7. Current Code requires that outlets in Kitchen and Bath be ground fault protected and consideration should be given to replace outlets in Kitchen and Bath with ground fault circuit interrupting type.
- Existing conditions are considered "grandfathered" and do not have to be corrected to meet current Code requirements unless the area is renovated or repaired
8. Smoke Detectors:
- a. Existing smoke detectors are battery powered (only).
 - a. Current Code requires smoke detectors to be 120-volts with battery backup.
 - b. Current Code requires smoke detector to be located within the sleeping area and immediately outside the sleeping area (but not within 36-inches from bathroom door).

Existing conditions are considered "grand fathered" and do not have to be corrected to meet current Code requirements unless the area is renovated or repaired.

- D. Common Area Lighting: Exterior lighting are time clock controlled and appears to have be recently replaced and in good operating condition.
- G. Fire Alarm System: Existing fire alarm equipment is manufactured by Autocall. System consists of the following:
- a. One manual (pull) station on each floor near the elevator.
 - b. One bell on each floor near the elevator.
 - c. Remote annunciator at the ground floor.

Although not tested, the fire alarm system appears to be in working condition.

System is not comply with current ADAAG requirements in terms of mounting height and visual signaling devices. However, the existing system is "grand fathered" and does not have to upgraded unless major renovation is done to the building or the fire alarm equipment is replaced.

End of Section

EXHIBIT "G"

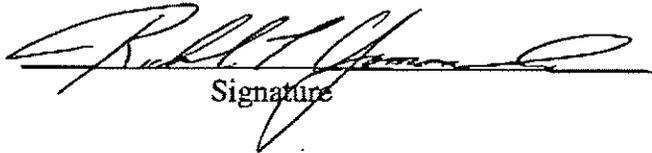
PROJECTED MONTHLY BUDGET
AND RESERVE REQUIREMENTS
FOR
AOAO 968 SPENCER

PROJECT: AOA 968 SPENCER
968 Spencer St.
Honolulu, HI 96822

PROJECTION PREPARED BY: Richard T. Yamasaki, CPM
National Mortgage Real Estate Corp.
1165 Bethel Street, 2nd Floor
Honolulu, HI 96813-1078
Telephone: (808) 539-9737

DATED: February 1, 2006

I, RICHARD T. YAMASAKI, as agent for Eddie Onouye, Inc. the developer, for the AOA 968 Spencer 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


Date

**Projected Monthly Budget
AOAO 968 SPENCER
HONOLULU, HAWAII 96822**

REVENUE:

Maintenance Fees	5,895.00
Total Receipts:	\$ 5,895.00

DISBURSEMENTS:

Electricity - Common Area	300.00
Water & Sewer	650.00
Telephone	105.00
Elevator	370.00
Repairs - Building	300.00
Building Supplies	60.00
Building Maintenance	900.00
Ground Maintenance	300.00
Property Management	630.00
Administrative Expenses	50.00
Insurance - Package	500.00
Accounting & Audit	90.00
Taxes - Gross Income	10.00
Misc. Expenses	30.00
Sub-Total Disbursements:	\$ 4,295.00
Est. Reserve Expenses:	\$ 1,600.00
Total Disbursements & Reserves:	\$ 5,895.00

Estimated Monthly Maintenance Fee Per Unit:

Type .01/06	5.3470%	=	\$315.20	x	2 units	=	\$ 630.40
Type .01/06	5.3480%	=	\$315.26	x	4 units	=	\$ 1,261.04
Type .02/05	5.5480%	=	\$327.05	x	6 units	=	\$ 1,962.30
Type .03/04	5.7710%	=	\$340.20	x	6 units	=	\$ 2,041.20
18 Total						=	\$ 5,894.94

REQUIRES:

A total of three (3) months maintenance fees, to be paid as follows:

1. 2-months maintenance fees to be paid in escrow as a start-up fee
2. Escrow to collect the first full month's maintenance fee (and prorata share of first partial month if applicable)

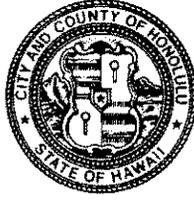
**AOAO 968 SPENCER
Honolulu, Hawaii
Project Reserves Projections**

	ESTIMATED REPLACEMENT COST	ESTIMATED LIFE	RESERVES ESTIMATE COST/YEAR
Painting - Exterior 2004	\$ 40,000	8 Yrs.	\$ 5,000
Concrete Spalling 2004	\$ 20,000	8 Yrs.	\$ 2,500
Metal Railings	\$ 30,000	15 Yrs.	\$ 2,000
Exterior Lights	\$ 1,200	5 Yrs.	\$ 240
Roof Replacement-2006	\$ 25,000	15 Yrs.	\$ 1,667
Major Electrical	\$ 12,000	15 Yrs.	\$ 800
Major Plumbing	\$ 12,000	15 Yrs.	\$ 800
Asphalt Paving	\$ 18,000	11 Yrs.	\$ 1,636
Fire Equipment	\$ 5,000	15 Yrs.	\$ 333
Elevator Modernization	\$ 100,000	30 Yrs.	\$ 3,333
Walkway Coating	\$ 9,000	10 Yrs.	\$ 900
TOTAL PROJECTED ANNUAL RESERVES:			\$ 19,210
TOTAL PROJECTED MONTHLY RESERVES:			\$ 1,600.81

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

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

MUFI HANNEMANN
MAYOR



HENRY ENG, FAICP
DIRECTOR

DAVID K. TANOUE
DEPUTY DIRECTOR

2005/ELOG-2753 (LT)

January 10, 2006

Mr. Eddie Onouye, Member Manager
CKO, LLC
1336 Alewa Drive
Honolulu, Hawaii 96817

Dear Mr. Onouye:

Re: Condominium Conversion Project
968 Spencer Street
Tax Map Key: 2-4-015: 016

This is in response to your letter dated November 23, 2005, requesting verification that the structure on the above-referenced property met all applicable code requirements at the time of construction.

Investigation revealed that the 4-story 18-unit apartment building with 23 all-weather-surface off-street parking spaces met all applicable code requirements when it was constructed in 1969 on this 12,150 square-foot A-2 Medium Density Apartment District zoned lot.

For your information, the Department of Planning and Permitting cannot determine all legal nonconforming uses or structures, as a result of the adoption or amendment of any ordinance or code.

No variances or other permits were granted to allow deviation from any applicable 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.

Mr. Eddie Onouye, Member Manager
January 10, 2006
Page 2

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.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Henry Eng', with a long horizontal flourish extending to the right.

for Henry Eng, FAICP, Director
Department of Planning and Permitting