AMENDED

DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	1402 PIIKOI STREET
Project Address	1402 Piikoi Street, Honolulu, Hawaii 96822
Registration Number	6519 (Conversion)
Effective Date of Report	January 6, 2009
Developer(s)	1402 PIIKOI STREET, LLC

Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has <u>not</u> been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

SPECIAL ATTENTION

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]
This Public Report does not constitute an approval of the Project by the Real Estate Commission or any other governmental agency, nor does it ensure that all County codes, ordinances and subdivision requirements have necessarily been complied with.

Buyer understands this is a conversion project built in 1968, that buyer has seven (7) days to inspect the unit after entering into a sales contract, and that all sales are "as is".

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING. EACH BUYER IS ALSO ADVISED TO CONTACT THE APPROPRIATE GOVERNMENT AGENCIES TO DETERMINE SPECIFIC REQUIREMENTS FOR THIS PROPERTY, AND TO CONSULT WITH AN ATTORNEY AND OTHER APPROPRIATE PROFESSIONALS.

Since the issuance of the Developer's Public Report, the following changes have been made:

1. UPDATING OF TITLE SEARCH. Page 5 and Exhibit "G" have been revised to include reference to the title search dated December 24, 2008.

2. CHANGE OF ESCROW DEPOSITORY. The Escrow Depository has changed to Hawaii Escrow & Title, Inc. Section 2.3 on page 9 and Section 5.1 on page 13 have been amended to note this change. A new disclosure has also been added to Section 6 on page 18 and the Developer's Additional Disclosures has been amended to reflect this change. In addition, Exhibit "M" has been revised to reflect the agent is now Hawaii Escrow & Title, Inc.

3. AMENDMENTS TO THE DECLARATION AND CONDOMINUM MAP. An Amendment to the Declaration of Condominium Property Regime of 1402 Piikoi Street and Condominium Map No. 4547 dated November 5, 2008 (the "Declaration Amendment") was recorded in the Bureau of Conveyances. Correction Amendment to the Declaration of Condominium Property Regime of 1402 Piikoi Street dated December 23, 2008, was also recorded in the Bureau of Conveyances. Sections 3.1 and 3.3, on page 10, have been amended to include reference to the recording information for the amendments.

4. REASSIGNMENT OF PARKING STALLS. Pursuant to the Declaration Amendment, the parking stalls for units 203 and 604 have been exchanged. Exhibit "A" to the DPR has been revised to reflect this change.

5. COMMON ELEMENTS. The Declaration Amendment clarified that the Equipment Room, Stairs and Elevator Shaft located on the building roof are common elements. Exhibit "E" to the DPR has been revised to reflect the changes made in the Declaration Amendment.

6. ROOF TOP AREA. Pursuant to the Declaration Amendment, the Roof Top Area and the surface of the exterior walls of the Elevator Shaft/Stairs and Equipment Room have been designated as limited common elements appurtenant to Unit 203. Exhibit "F" to the DPR has been revised to reflect the changes to the limited common elements pursuant to the Declaration Amendment. In addition, Section 6 on pages 18 & 18a has been revised to add a new disclosure regarding the Roof Top Area and the installation of Antenna Facilities.

7. EXISTING ROOFTOP LICENSE. The disclosure contained in Section 6 on pages 18 & 18a has been amended to update the disclosures pertaining to the existing Rooftop Site License With Option agreement.

8. INSTALLATION OF WATER SUBMETERS. Individual water submeters have been installed by the Developer. Sections 4.3 and 4.4 on page 12 of the DPR have been revised to note this change. Exhibit "K" to the DPR containing the Estimate of Initial Maintenance Fees has been revised to reflect the updated breakdown of estimated annual and monthly maintenance fees.

9. SALES CONTRACT. The Condominium Purchase Agreement has been revised to change the escrow agent as Hawaii Escrow & Title, Inc. A new Specimen Condominium Purchase Agreement has been filed with the Real Estate Commission.

10. CORRECTION TO UNIT TYPES. Section 1.3 on page 3 of the DPR is corrected to reflect that all of the units have 2 Bedrooms and 1 Bath as described in the Declaration.

11. RENOVATIONS TO UNITS. The Developer is conducting minor renovations to the units, including the possible installation of new appliances. If a unit is undergoing minor renovations, all work will be completed prior to closing. If new appliances are installed, manufacturer's warranties, if any, will be assigned to the buyer and Section 5.4 on page 13 has been amended to include this disclosure. Section 5.5 on page 14 has been amended to include disclosure regarding the minor renovations to the units, to be completed prior to closing.

12. LEASE OF COMMON ELEMENT LAUNDRY AREA. Section 6 on page 18a has been amended to add disclosure regarding the lease agreement for the laundry facilities.

TABLE OF CONTENTS

		Page
Preparation of this Report		1
General Information On Condominiums		2
Operation of the Condominium Project		2
1.	THE CONDOMINIUM PROJECT	3
1.1	The Underlying Land	3
1.2	Buildings and Other Improvements	3
1.3	Unit Types and Sizes of Units	3
1.4	Parking Stalls	4
1.5	Boundaries of the Units	4
1.6	Permitted Alterations to the Units	4
1.7	Common Interest	4
1.8	Recreational and Other Common Facilities	4
1.9	Common Elements	5
1.10	Limited Common Elements	5
1.11	Special Use Restrictions	5
1.12	Encumbrances Against Title	5
1.13	Uses Permitted by Zoning and Zoning Compliance Matters	6
1.14	Other Zoning Compliance Matters	6
1.15	Conversions	7
1.16	Project In Agricultural District	8
1.17	Project with Assisted Living Facility	8
2.	PERSONS CONNECTED WITH THE PROJECT	9
2.1	Developer	9
2.2	Real Estate Broker	9
2.3	Escrow Depository	9
2.4	General Contractor	9
2.5	Condominium Managing Agent	9
2.6	Attorney for Developer	9
3.	CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS	10
3.1	Declaration of Condominium Property Regime	10
3.2	Bylaws of the Association of Unit Owners	10
3.3	Condominium Map	10
3.4	House Rules	11
3.5	Changes to the Condominium Documents	11
3.6	Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents	11
4.	CONDOMINIUM MANAGEMENT	12
4.1	Management of the Common Elements	12
4.2	Estimate of the Initial Maintenance Fees	12
4.3	Utility Charges to be Included in the Maintenance Fee	12
4.4	Utilities to be Separately Billed to Unit Owner	12
5.	SALES DOCUMENTS	13
5.1	Sales Documents Filed with the Real Estate Commission	13
5.2	Sales to Owner-Occupants	13
5.3	Blanket Liens	13
5.4	Construction Warranties	13
5.5	Status of Construction, Date of Completion or Estimated Date of Completion	14

TABLE OF CONTENTS

Page

5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance 14
5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance 14
5.6.2 Purchaser Deposits Will Be Disbursed Before Closing 14
5.7 Rights Under the Sales Contract 16
5.8 Purchaser's Right to Cancel or Rescind a Sales Contract 16
5.8.1 Purchaser's 30-Day Right to Cancel a Sales Contract 17
5.8.2 Right to Cancel a Sales Contract if Completion Deadline Missed 17
5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change 17

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT 18

EXHIBIT A: Parking Stall Assignments
EXHIBIT B: Boundaries of Units
EXHIBIT C: Permitted Alterations to Units
EXHIBIT D: Common Interest (revised)
EXHIBIT E: Common Elements (revised)
EXHIBIT F: Limited Common Elements (revised)
EXHIBIT G: Encumbrances Against Title (updated)
EXHIBIT H: Architect's Report dated August 12, 2007
EXHIBIT I: Verified Statement from a County Official dated August 3, 2007
EXHIBIT J: Developer's Reserved Rights to Change Project Documents
EXHIBIT K: Estimate of Initial Maintenance Fees (revised)
EXHIBIT L: Summary of Sales Contract
EXHIBIT M: Summary of Escrow Agreement (revised)

General Information On Condominiums

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. 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 and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

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

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

Operation of the Condominium Project

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit 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 a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first 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 purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	☒Fee Simple ☐Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	☒Yes ☐No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	1402 Piikoi Street, Honolulu, Hawaii 96822
Address of Project is expected to change because	
Tax Map Key (TMK)	(1) 2-4-019-036
Tax Map Key is expected to change because	Individual CPR numbers have be issued for each unit
Land Area	7,534 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

1.2 Buildings and Other Improvements

Number of Buildings	One
Floors Per Building	Six
Number of New Building(s)	None
Number of Converted Building(s)	One
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Concrete Block & Concrete Walls, Gypsum Board, and Glass

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
01	5	2/1	610	66	Lanai	676
02	5	2/1	632	80	Lanai	712
03	5	2/1	688	104	Lanai	792
04	5	2/1	633	104	Lanai	737

See Exhibit _____

20	**Total Number of Units**

Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

1.4 Parking Stalls

Total Parking Stall in the Project:	20
Number of Guest Stalls in the Project:	0
Number of Parking Stalls Assigned to Each Unit:	1
Attach Exhibit A specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights.	

1.5 Boundaries of the Units

Boundaries of the unit: See Exhibit B.

1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project): See Exhibit C.

1.7 Common Interest

Common Interest: Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit'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 unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in Exhibit D revised .
As follows:

1.8 Recreational and Other Common Facilities (Check if applicable):

☐	Swimming pool
☒	Laundry Area
☒	Storage Area
☐	Tennis Court
☐	Recreation Area
☐	Trash Chute/Enclosure(s)
☐	Exercise Room
☐	Security Gate
☐	Playground
☐	Other (describe):

1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.
Described in Exhibit E revised .
Described as follows:

Common Element	Number
Elevators	1
Stairways	2
Trash Chutes	0

1.10 Limited Common Elements

Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.
Described in Exhibit F revised .
Described as follows:

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.	
☒	Pets: See page 18.
☐	Number of Occupants:
☒	Other: Residential purposes and other uses as permitted by law
☐	There are no special use restrictions.

1.12 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 a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).
Exhibit G describes the encumbrances against title contained in the title report decribed below.
Date of the title report: December 24, 2008
Company that issued the title report: Integrity Escrow & Title Company, Inc.

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
☒	Residential	20	☒ Yes ☐ No	A-2
☐	Commercial		☐ Yes ☐ No	
☐	Mix Residential/Commercial		☐ Yes ☐ No	
☐	Hotel		☐ Yes ☐ No	
☐	Timeshare		☐ Yes ☐ No	
☐	Ohana		☐ Yes ☐ No	
☐	Industrial		☐ Yes ☐ No	
☐	Agricultural		☐ Yes ☐ No	
☐	Recreational		☐ Yes ☐ No	
☐	Other (Specify):		☐ Yes ☐ No	
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			☒ Yes ☐ No	
Variances to zoning code have been granted.			☐ Yes ☒ No	
Describe any variances that have been granted to zoning code				

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots

In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.

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

	Conforming	Non-Conforming	Illegal
Uses	☒	☐	☐
Structures	☐	☒	☐
Lot	☒	☐	☐

If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:

The building encroaches into the side and rear yard setbacks and is considered nonconforming (spacing) and the number of all-weather-surface off-street parking spaces is considered nonconforming.

See Exhibit I.

1.15 Conversions

Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.	☒ **Applicable** ☐ **Not Applicable**

Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:
In accordance with the report dated August 12, 2007, prepared by Edward A Resh, Licensed Professional Architect, a copy of which is attached as Exhibit H, the building is in good condition consistent with its age.

Developer's statement of the expected useful life of each item reported above:
No representation is made as to the expected useful life of the structural components and/or the mechanical and electrical installations.

List of any outstanding notices of uncured violations of any building code or other county regulations:
None.

Estimated cost of curing any violations described above:

Verified Statement from a County Official

Regarding any converted structures in the project, attached as Exhibit I is a verified statement signed by an appropriate county official which states that either:

(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:
- (i) Any variances or other permits that have been granted to achieve compliance;
- (ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and
- (iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;

or

(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.

Other disclosures and information:

1.16 Project In Agricultural District

Is the project in an agricultural district as designated by the land use laws of the State of Hawaii? **If answer is "Yes", provide information below.**	☐ **Yes** ☒ **No**
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? ☐ Yes ☐ No If the answer is "No", provide explanation.	
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? ☐ Yes ☐ No If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.	
Other disclosures and information:	

1.17 Project with Assisted Living Facility

Does the project contain any assisted living facility units subject to Section 321-11(10), HRS? **If answer is "Yes", complete information below.**	☐ **Yes** ☒ **No**
Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.	
The nature and the scope of services to be provided.	
Additional costs, directly attributable to the services, to be included in the association's common expenses.	
The duration of the provision of the services.	
Other possible impacts on the project resulting from the provision of the services.	
Other disclosures and information.	

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: 1402 PIIKOI STREET, LLC Business Address: 1585 Kapiolani Blvd, #1533, Hono. HI 96814 Business Phone Number : 808-630-6103 E-mail Address:
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	Adam Lee, Manager
2.2 Real Estate Broker	Name: Abe Lee Realty LLC Business Address: 1585 Kapiolani Blvd., #1533, Honolulu, HI 96814 Business Phone Number: 808-942-4472 E-mail Address:
2.3 Escrow Depository	Name: Hawaii Escrow & Title, Inc. Business Address: 1100 Alakea Street, 5th Fl., Honolulu, HI 96813 Business Phone Number: 808-447-6000
2.4 General Contractor	Name: n/a Business Address: Business Phone Number:
2.5 Condominium Managing Agent	Name: CenPac Properties, Inc. Business Address: 1150 S. King St. #1101, Honolulu, HI 96813 Business Phone Number: 808-593-2902
2.6 Attorney for Developer	Name: Jennifer A. Aquino AAL ALC Business Address: 1188 Bishop St. #3009, Honolulu, HI 96813 Business Phone Number: 808-526-9400

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	November 15, 2007	2007-206655

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	March 11, 2008	2008-038459
Bureau of Conveyances	November 5, 2008	2008-170342
Bureau of Conveyances	December 23, 2008	2008-192701

3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit 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 that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	November 15, 2007	2007-206656

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	4547

Dates of Recordation of Amendments to the Condominium Map:
November 5, 2008

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "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. Changes to House Rules do not need to be recorded to be effective.

The House Rules for this project:		
Are Proposed	☐	
Have Been Adopted and Date of Adoption	☒	November 17, 2008
Developer does not plan to adopt House Rules	☐	

3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

☐	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
☒	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows: See Exhibit J.

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

Management of the Common Elements: The Association of Unit 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.

The initial Condominium Managing Agent for this project is (check one):	
☒	Not affiliated with the Developer
☐	None (self-managed by the Association)
☐	The Developer or an affiliate of the Developer
☐	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit 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 unit and the unit 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 K contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
☒	Electricity for the common elements
☐	Gas for the common elements
☐	Water
☐	Sewer
☐	TV Cable
☐	Other (specify)

4.4 Utilities to be Separately Billed to Unit Owner

If checked; the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
☒	Electricity for the Unit only
☐	Gas for the Unit only
☒	Water
☒	Sewer
☒	TV Cable
☐	Other (specify)

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

☒	Specimen Sales Contract Exhibit L contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
☒	Escrow Agreement dated: November 3, 2008 Name of Escrow Company: Hawaii Escrow & Title, Inc. Exhibit M contains a summary of the pertinent provisions of the escrow agreement.
☐	Other:

5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

☒	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
☐	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____ .
☐	Developer has or will designate the units for sale to Owner-Occupants by publication.

5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

☐	There are no blanket liens affecting title to the individual units.
☒	There are blanket liens that may affect title to the individual units.

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

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:

Building and Other Improvements:

None. Units will be sold "as is".

Appliances:

None. Manufacturer's warranties, if any, will be given to buyer at closing. Units will be sold "as is".

5.5 Status of Construction, Date of Completion or Estimated Date of Completion

Status of Construction: The building was constructed in 1968. Minor renovation work to each unit will be completed prior to closing.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract: n/a
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: n/a

5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

☐	The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project. *If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.*

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):	
☐	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or
☐	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

In connection with the use of purchaser deposits (check Box A or Box B):

Box A ☐	The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report. If Box A is checked, you should read and carefully consider the following notice, which is required by law: **Important Notice Regarding Your Deposits: Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.**
Box B ☐	The Developer has not submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits. If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the **Important Notice Regarding Your Deposits** set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, **you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.** (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report. You should understand that, although the **Important Notice Regarding Your Deposits** set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.

Material House Bond. If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.

5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

1.	**Developer's Public Report**
2.	**Declaration of Condominium Property Regime (and any amendments)**
3.	**Bylaws of the Association of Unit Owners (and any amendments)**
4.	**Condominium Map (and any amendments)**
5.	House Rules, if any
6.	Escrow Agreement
7.	Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8.	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 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:

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

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

5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

(1) The purchaser has signed the sales contract.

(2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.

(3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.

(4) The purchaser does at least one of the following:

(a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

(b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or

(c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of $250.

5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of $250.00.

5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

(1) Checking the waiver box on the rescission form; or

(2) Letting the 30-day rescission period expire, without taking any action to rescind; or

(3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30th calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

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 units or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to case 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 units, or in, under or around the Project. Because of the possible presence of such substances, Buyer should have the unit inspected to determine the extent (if any) of such contamination and any necessary remedial action. The developer will not correct any defects in the units 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.

LEAD BASED PAINT. 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."

DEVELOPER TO PAY ACTUAL COMMON EXPENSES. Pursuant to Section 514B-41, HRS, disclosure is hereby made that the Developer shall initially assume the actual common expenses of the Project and that the unit owner shall not be obligated to pay his or her respective share of the common expenses until such time as the Developer sends the unit owners written notice that, after a specified date, the unit owners will be obligated to pay for the the portion of the common expenses that are allocated to their respective units. The Developer will mail the written notice to the owners, the Association and the Managing Agent at least thirty (30) days prior to the date the common expenses will be charged to the unit owners.

PETS. The Bylaws provide that dogs, cats, and other usual and customary animals may be kept in reasonable number per rules and regulations established by the Board. Article VI of the House Rules restricts the number of pets per unit to two (2) pets per unit. Pets include dogs, cats or other commonly accepted household pets not to exceed 25 pounds in weight, and fish, birds or other similar animals.

DEVELOPER'S ADDITIONAL DISCLOSURES: Disclosure is hereby made that Adam Lee, the Manager of the Developer (1402 Piikoi Street, LLC), holds an active real estate broker's license in the State of Hawaii and is an agent with Abe Lee Realty, LLC, the real estate company handling the sale of the units.

ESCROW DEPOSITORY. The Escrow Depository has been changed from Integrity Escrow and Title Company, Inc., to Hawaii Escrow & Title, Inc. Contracts entered into by Developer and prospective buyers will continue to be handled by Integrity Escrow and Title Company, Inc., pursuant to the Escrow Agreement included with the Developer's Public Report application, unless the buyer is notified otherwise by Developer.

ROOFTOP AREA AND INSTALLATION OF ANTENNA FACILITIES. The Roof Top Area and the exterior surface of the Elevator/Stairs shaft and Equipment Room have been designated as a limited common element appurtenant to and for the use of Unit 203 to be used for the operation, installation and maintenance of antenna facilities for the transmission and receiving of radio communications and other related activities. All such antenna facilities are to be installed and maintained in compliance with applicable governmental regulations. The owner of Unit 203 has the absolute right to enter into leases, licenses or other agreement to lease any portion or portions of the Roof Top Area for such use. The Developer as the owner of Unit 203, may grant an easement to use the rooftop area. Disclosure is made that Developer has not conducted any independent investigation, study or research on the impact of the antenna facilities on the building, the Project and/or the individual Units or occupants thereof. Prospective buyers are advised that the Developer makes no warranties, expressed or implied, regarding the Antenna Facilities, whether currently installed or as may be installed in the future, or whether the Antenna Facilities meet requirements of any building, zoning, land use, set back, health or other law, ordinance, rule or regulation. Buyers are advised to carefully review the Declaration Amendment dated November 5, 2008, and to conduct their own research and/or seek independent advice regarding the effect of the existence of the Antenna Facilities and the impact if any on the building or the units.

EXISTING LICENSE AGREEMENT. Disclosure is made that an unrecorded Rooftop Site License With Option dated December 1, 1999, as amended by First Amendment To Rooftop Site License With Option dated March 16, 2007 (collectively, the "License"), were entered into by the previous owner of the property and T-Mobile West Corporation, as successor to Voicestream PCS II Corporation, to install and maintain antenna facilities, microwave dish(es), and additional equipment for the transmission and reception of radio communication signals. A copy of the License is available for inspection from the Developer or the Managing Agent. The fees received from this existing License (currently $1,250 per month) will be paid to the Association until this License is cancelled or terminated.

INSTALLATION OF SEPARATE WATER SUBMETERS. Disclosure is made that the Developer has completed the installation of individual water submeters for each Unit. One bill for water and sewer fees will still be generated by the utility company for the entire building. The individual submeters will be read by the Board and/or the Managing Agent and water and sewer fees will be billed separately to each Unit owner based on usage. The initial maintenance fees projected by the Developer in Exhibit "K" of the Public Report have been revised to delete water and sewer as a common expense of the Association, and a revised budget has been prepared to reflect this change. A copy of the revised Exhibit "K" containing the Estimate of Initial Maintenance Fees is attached to this Amendment.

LEASE OF COMMON ELEMENT LAUNDRY FACILITIES. The laundry facilities located on the ground floor are currently leased and operated as a coin-operated laundry facility available for use by the occupants of the Project. A copy of the Lease is available for inspection from the Developer. It is anticipated that the Developer will install individual washer/dryers in each unit.

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

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 purchasers 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. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

1402 PIIKOI STREET, LLC

Printed Name of Developer

By: _____ NOV 2 1 2008

Duly Authorized Signatory* Date

Adam Lee, Manager

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; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

EXHIBIT A (REVISED)

PARKING STALL ASSIGNMENTS

Unit #	Assigned Parking Stall #
201	18
202	4
203	19
204	1
301	12
302	5
303	9
304	2
401	11
402	6
403	17
404	3
501	10
502	7
503	13
504	16
601	20
602	8
603	15
604	14

EXHIBIT B

BOUNDARIES OF UNITS

The Project consists of one (1) six-story building, containing a total of twenty (20) separate freehold estates located in the spaces within the perimeter walls, floors and ceilings of each unit. Section A.1(b) of the Declaration defines the limits of the units and provides that each Unit shall not be deemed to include: (i) the undecorated or unfinished interior surfaces of the perimeter or party walls, (ii) the undecorated or unfinished surfaces of the interior load-bearing walls, (iii) the undecorated or unfinished surfaces of the floors and ceilings surrounding each Unit, or (iv) any pipes, shafts, wires, conduits, ducts, vents, pumps, cables, conduits, or other utility or service lines running through any such Unit which are utilized for or serve more than one Unit, the same being deemed common elements as provided in the Declaration. Each Unit shall be deemed to include: (i) all walls and partitions which are not load-bearing within its perimeter walls, (ii) all pipes, shafts, wires, conduits, ducts, vents, pumps, cables, conduits, and other utility or service lines running through such Unit which are utilized for and serve only that Unit, (iii) the inner decorated or finished surfaces of all perimeter walls, floors, and ceilings, (iv) all doors and windows (including but not limited to sliding glass doors, if any, windows, including jalousies, or panels along the perimeter of the building), including any unfinished surfaces thereof, and (v) all fixtures, appliances, built-in cabinets, carpets and floor coverings, and furnishings installed therein.

EXHIBIT C

PERMITTED ALTERATIONS TO UNITS

Section L of the Declaration provides that 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, as reasonably determined by the Board. No Unit owner may make or allow any material additions or alterations, or excavate a basement or cellar, without first obtaining: i) the written consent of sixty-seven percent (67%) of the Unit owners, ii) consent of all owners whose Units and/or limited common elements are directly affected thereby, and iii) the approval of the Board, which shall not be unreasonably withheld. Notwithstanding the foregoing or any other provision contained in the Declaration, the owner of a Unit may make alterations or additions within his or her Unit, at such owner's expense, provided said alterations or additions do not affect the structural integrity of the building and shall be made in compliance with all applicable zoning and building codes and ordinances. Such alterations or additions may be undertaken by the Unit owner without an amendment to the Declaration and/or the Condominium Map.

EXHIBIT D (REVISED)

COMMON INTEREST

Unit #	% Interest
201	5.0
202	5.0
203	5.0
204	5.0
301	5.0
302	5.0
303	5.0
304	5.0
401	5.0
402	5.0
403	5.0
404	5.0
501	5.0
502	5.0
503	5.0
504	5.0
601	5.0
602	5.0
603	5.0
604	5.0
	100.0

EXHIBIT E (REVISED)

COMMON ELEMENTS

Section A.2 of the Declaration, as amended, defines the common elements of the Project as:

(a) The Land in fee simple.

(b) That certain Laundry room and the adjacent Room located on the first floor and the Equipment Room, Stairs and Elevator Shaft located on the roof of the building.

(c) All foundations, floor slabs, beams, columns, supports, girders, unfinished perimeter, party and load-bearing walls, roofs, gutters, downspouts, halls, walkways, corridors, elevators, railings, guardrails, stairs, stairways, fences, gates, and entrances and exits of the buildings.

(d) All driveways, pavements, walkways, yards, planters and planting areas, grounds, and landscaping.

(e) All existing and future central and appurtenant installations for power, light, water, ventilation, sewer, gas, refuse, telephone, if any, and all pipes, shafts, wires, conduits, cables, ducts, vents and other service and utility lines which are utilized by and service more than one Unit.

(f) 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.

EXHIBIT F (REVISED)

LIMITED COMMON ELEMENTS

Section A.3 of the Declaration, as amended, provides that certain parts of the common elements are set aside and reserved for the exclusive use of certain 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 the Units as follows:

(a) There are twenty (20) parking stalls in the Project. Each parking stall is assigned to a specific Unit and the assignment is set forth in Exhibit "B", of the Declaration, and in Exhibit "A" of this Public Report. Those Units assigned parking stalls shall have the right to the exclusive use of the one (1) assigned parking stall which shall be appurtenant to such Unit.

(b) The Lanai area appurtenant to each Unit, as shown on the Condominium Map.

(c) Each Unit shall have appurtenant thereto and for the exclusive use thereof one (1) mailbox designated with the Unit's number.

(d) The Roof Top area consisting of 3,671 square feet, as shown on the Condominium Map, excluding the Stairs, Elevator Shaft and Equipment Room located above said Stairs and Elevator Shaft, but including the exterior finished surfaces of the walls and roof of said Stairs, Elevator Shaft and Equipment Room and the existing Antenna Facilities (defined in Section C of the Declaration, as amended, as radio transmitting and receiving antennas, microwave dish(es), and tower and bases, an electronic equipment shelter, and/or related cables, conduits, meters, equipment, wiring, and accessory and utility lines), shall be a limited common element appurtenant to and for the exclusive use of Unit 203 (hereinafter this area is referred to as the "Roof Top Area").

(e) All pipes, shafts, wires, vents, conduits, cables, and other utility and service lines not contained within the Units but used by and servicing only one Unit, shall be appurtenant to and for the exclusive use of the Unit using and serviced by such pipes, shafts, wires, vents, conduits, cables, and other utility and service lines.

(f) Any other common elements or fixtures designed to serve a single Unit, but located outside the Unit's boundaries, as defined in Section A.1., of the Declaration, are limited common elements appurtenant to and for the exclusive use of that Unit.

EXHIBIT G (REVISED)

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes, 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. The terms and provisions, including the failure to comply with conditions, covenants, restrictions, reservations or obligations of that certain unrecorded Rooftop Site License with Option with Voice Stream PCSII Corporation, as disclosed in that certain Warranty Deed dated January 29, 2004, recorded in the Bureau of Conveyances of the State of Hawaii, as Document No. 2004-030087, to which reference is hereby made.

4. Terms and provisions, including the failure to comply with conditions, covenants, restrictions, or reservations, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except that said covenant or restriction is permitted by applicable law, in that certain DECLARATION OF CONDOMINIUM PROPERTY REGIME OF 1402 PIIKOI STREET, dated November 15, 2007, recorded as Document No. 2007-206655.

   Condominium Map No. 4547.

   Amendments to the Declaration of Condominium Property Regime of 1402 Piikoi Street and Condominium Map No. 4547 dated March 11, 2008 and November 15, 2008, recorded in the Bureau of Conveyances of the State of Hawaii, as Documents No. 2008-038459 and 2008-170342, respectively.

5. Terms and provisions, including the failure to comply with conditions, covenants, restrictions or reservations, contained in that certain BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS OF 1402 PIIKOI STREET, dated November 15, 2007, recorded as Document No. 2007-206656.

Ed Resh
Architect

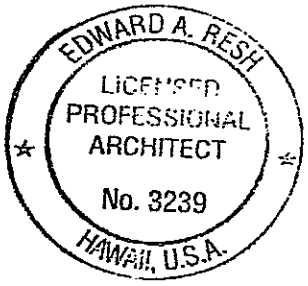
August 12, 2007

TO: Real Estate Commission
State of Hawaii

RE: "1402 Piikoi Street" Condominium Project
1402 Piikoi Street, Honolulu, Hawaii 96822
TMK: 1-2-4-19-36

I have inspected the structures of the **1402 Piikoi Street** Condominium Project. Without making any invasive examination of covered components, my observations during the inspection are:

1. All structural components and mechanical and electrical installations material to the use and enjoyment of the units are in good condition commensurate with their age.



Yours Truly,

Signature
Ed Resh
Registered Professional
Architect NO. 3239

EXHIBIT H

EPARTMENT OF PLANNING AND PERMI
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
TELEPHONE: (808) 768-8000 • FAX: (808) 527-6743
INTERNET: www.honolulu.gov • DEPT. WEB SITE: www.honoluludpp.org

MUFI HANNEMANN
MAYOR

HENRY ENG, FAICP
DIRECTOR

DAVID K. TANOUE
DEPUTY DIRECTOR

2007/ELOG-822(AS)

August 3, 2007

Mr. Adam Lee
Abe Lee Realty
P.O. Box 10916
Honolulu, Hawaii 96816

Dear Mr. Lee:

Subject: Condominium Conversion Project
1402 Piikoi Street
Tax Map Key: 2-4-019: 036

This is in response to your letter dated March 19, 2007, requesting verification that the structure located at the above-referenced property met all applicable code requirements at the time of construction.

Investigation revealed that the six-story twenty-unit apartment building with accessory laundry room and storage on the ground floor met all applicable code requirements when it was constructed in 1968 on this 7,534-square-foot A-2 Apartment zoned lot. There are a total of twenty (20) all-weather-surface off-street parking spaces provided.

Investigation also revealed the following:

1. On June 19, 2000, special permit 2000/W-49 was approved with conditions for a telecommunication antenna site – type A.

2. On July 24, 1969, subdivision 69/SUB-239 was approved to subdivide this lot for street widening purposes. Prior to this subdivision, parcel 36 was 8,043 square-feet.

3. The building is considered a nonconforming structure because it encroaches into the required 10-foot side and rear yard setbacks.

EXHIBIT I

4. The number of off-street parking spaces (20) is considered nonconforming.

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 ordinance or code.

No variances or other permits were granted to allow deviations 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.

If you have any questions regarding this matter, please contact Mr. Ivan Matsumoto of our Commercial and Multi-Family Code Enforcement Branch at 768-8151.

Very truly yours,

Henry Eng, FAICP, Director
Department of Planning and Permitting

HE:ft

doc557557

EXHIBIT J

DEVELOPER'S RESERVED RIGHTS TO CHANGE PROJECT DOCUMENTS

Pursuant to Section O of the Declaration, the Developer has reserved the following rights to change the Project documents:

Notwithstanding the sale and conveyance of any Unit in the Project, while the Developer retains any interest in the Project, the Developer may, without the consent or joinder of any Unit owner, lienholder thereof, or other person or entity, 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 or quasi-governmental agency. Each and every party acquiring an interest in the Project, shall, by virtue of such acquisition, consent to such amendments by the Developer, and, if requested, agrees to execute and deliver such documents and instruments and do all such things necessary and/or convenient to effect the same, and hereby appoints the Developer and its assigns as his or her attorney-in-fact, with full power of substitution to execute, deliver and record such documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of such reserved rights and shall not be affected by any disability of the party or parties.

At anytime prior to the first recording in the Bureau of Conveyances and/or Office of the Assistant Registrar of the Land Court, 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 hereto, the By-Laws, and/or the Condominium Map in any manner, without the consent of any purchaser or any other party. No amendment to the Declaration and/or the By-Laws which adversely impacts or negates, or attempts to negate any of the rights reserved by the Developer in the Declaration and/or in the By-Laws shall be valid without the expressed written consent of the Developer, Developer's permitted successors and assigns, and contained in said amendment.

EXHIBIT K (REVISED)

ESTIMATE OF INITIAL MAINTENANCE FEES

1402 Piikoi M/F

Apt	Type	% Interest	Maint Fee
201	2 Bdrm	0.0500	143.45
202	2 Bdrm	0.0500	143.45
203	2 Bdrm	0.0500	143.45
204	2 Bdrm	0.0500	143.45
301	2 Bdrm	0.0500	143.45
302	2 Bdrm	0.0500	143.45
303	2 Bdrm	0.0500	143.45
304	2 Bdrm	0.0500	143.45
401	2 Bdrm	0.0500	143.45
402	2 Bdrm	0.0500	143.45
403	2 Bdrm	0.0500	143.45
404	2 Bdrm	0.0500	143.45
501	2 Bdrm	0.0500	143.45
502	2 Bdrm	0.0500	143.45
503	2 Bdrm	0.0500	143.45
504	2 Bdrm	0.0500	143.45
601	2 Bdrm	0.0500	143.45
602	2 Bdrm	0.0500	143.45
603	2 Bdrm	0.0500	143.45
604	2 Bdrm	0.0500	143.45
		1.00000	2869.00

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

EXHIBIT K (REVISED) - Continued

1402 Piikoi
BUDGET - First Year

Maintenance Fees	MONTHLY	YEARLY BUDGET	
MAINTENANCE FEE	2,869	34,428	20 units @ $143.45
TOTAL	2,869	34,428	
Utilities and Services			
ELECTRICITY-common elements only	620	7,440	estimate
ELECTRICITY-common elements/Apts	0	0	
REFUSE	272	3,264	
WATER & SEWAGE	65	780	common only/individual meters
Operating Expenses			
AUDIT / TAX PREPARATION	42	504	Tax preparation
BUIDING REPAIRS	275	3,300	hallway walls / minor repair
ELEVATOR	390	4,680	billed quarterly
EQUIPMENT / REPAIR	50	600	washer / dryer
FIRE CONTROL	25	300	fire contract - simplex grinnell
JANITORIAL	550	6,600	Janitor-MWF 3 hrs per day
PEST CONTROL	20	240	monthly contract
PLUMBING	60	720	common area, sewer, water
ROOF REPAIR	30	360	misc
TELEPHONE	55	660	fire control monitoring
Management			
MANAGEMENT FEES	850	10,200	Cen Pac Properties, Inc.
OFFICE EXPENSES	45	540	XEROX/POSTAGE/MISC
Insurance			
PROPERTY/GENERAL LIABILITY	596	7,152	Insurance Associates
COMMERCIAL UMBRELLA	119	1,428	Insurance Associates
DIRECTORS & OFFICES/FIDELITY	63	756	Insurance Associates
Other			
GENERAL EXCISE TAX	0	0	
Antenna Rent	(1,258)	(15,096)	T-Mobile antenna
Reserves			
RESERVE	0	0	
TOTAL	2,869	34,428	

EXHIBIT K (REVISED) - Continued

1402 Piikoi Projected Improvements	last yr impr.	last cost	Life	Projected Cost	Yearly Addition to Reserve	Total Reserve Begin	Total Reserve End of yr
Repave asphalt			30	15,000	500	0	500
reseal asphalt			5	15,000	3,000	0	3,000
renovate elevator			40	100,000	2,500	66,000	68,500
Painting / spall repair			10	35,000	3,500	0	3,500
Roofing			10	22,000	2,200	4,400	6,600
Exhaust fan motors 2 ea.			20	3,500	175	2,625	2,800
				190,500	11,875	73,025	84,900

I, Adam Lee, Manager of 1402 PIIKOI STREET, LLC, the Developer for the "1402 PIIKOI STREET" condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared by CenPac Properties, Inc., the Project's Managing Agent, in accordance with generally accepted accounting principles.

Signature

NOV 2 1 2008

Date

EXHIBIT L

SUMMARY OF SALES CONTRACT

Prospective purchasers are advised to carefully review the specimen Condominium Purchase Agreement (the "Agreement") prior to signing. The Agreement contains, among other things, the following provisions:

1. Inspection. Buyer shall inspect the Unit within seven (7) calendar days of acceptance of the Agreement by Seller. Buyer shall have seven (7) calendar days from the inspection to cancel the Agreement by providing Seller and Escrow with written notice to that effect. If Buyer does not provide Seller and Escrow with written notice of cancellation, Buyer shall be deemed to have accepted the Unit and will proceed with closing.

2. Risk of Loss. Risk of loss to the Unit shall be borne by Seller until the Date of Closing; thereafter, such risk of loss shall be borne by Buyer.

3. Time is of the Essence; Default. Section 10 of the Agreement provides that time is of the essence of the obligations of Buyer under the Agreement. Buyer shall be in default under the Agreement if Buyer fails to make a payment when due or if Buyer fails to perform any other required obligation and such failure continues for fifteen (15) days after Seller gives written notice to Buyer of such failure. Any such notice shall be sent by certified or registered mail and shall be deemed given upon deposit in the United States mail, even if Buyer does not sign a return receipt for the mail. In the event of any such default, Seller may, at Seller's option, terminate the Agreement by written notice to Buyer. In the event of such termination, the parties understand and agree that in view of Seller's financial commitments with respect to the Project; the connection between the sale, cancellation or default with respect to one unit and the sale, cancellation or default with respect to other units in the Project; and the nature of the real estate market in Hawaii, that the injury to Seller will be uncertain as to nature and amount and difficult to ascertain. As a reasonable estimate of Seller's damages resulting from such termination, the parties agree that the sums previously paid by Buyer under the Agreement shall belong to Seller as liquidated damages. If Seller does not terminate the Agreement on account of such default, then all costs, including reasonable attorneys' fees, incurred by reason of the default by Buyer shall be borne by Buyer, and Seller may pursue any and all other remedies on account of such default (other than termination of the Agreement) permitted by law or equity, including but not limited to specific performance.

4. Estimated Monthly Maintenance Charges; Collection of "Start-up" Fee. Buyer has examined and approved the estimate of monthly maintenance charges and assessments for the Unit as shown in the Public Report. Buyer is aware that such amounts are only estimates, and BUYER AGREES THAT SUCH ESTIMATES ARE NOT INTENDED TO BE AND DO NOT CONSTITUTE ANY REPRESENTATION OR WARRANTY BY SELLER, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF SUCH ESTIMATES. In addition to the Purchase Price, Buyer shall pay an additional sum at closing as Buyer's pro rata share of the 1402 Piikoi Street's common expense reserve fund. This non-refundable, non-transferable "start-up" fee will become the property of the Association of Unit Owners of 1402 Piikoi Street (the "Association"), and shall be in an amount which will be determined by Seller prior to closing. That amount will in no event be less than TWO (2) months estimated common expense assessments for the Unit, and not less that TWO (2) months estimated reserves, if any. Note, "start-up" fees are collected in addition to the monthly maintenance charges that Buyer will become obligated to pay after closing.

5. Conversion Of Existing Building; No Warranties. Buyer is aware, agrees and affirms that the Project consists of the conversion of an existing six (6) story apartment building, containing a total of twenty (20) units, on a 7,534 square foot lot, zoned A-2 Apartment. The building was constructed in 1969. Pursuant to the letter issued August 3, 2007 (the "DPP Letter"), by the Department of Planning and Permitting, City and County of Honolulu, the building encroaches into the required 10-foot side and rear yard setbacks and is considered nonconforming. A copy of the DPP Letter is included as an exhibit in the Developer's Public Report. Buyer acknowledges that Seller was not involved in the construction of the building. To the best of Seller's knowledge and based on the DPP Letter, Seller discloses that at the time of its construction, the building appears to have met all applicable code requirements. Buyer further acknowledges that by acceptance of the Condominium Unit Deed, Buyer shall

be deemed to have accepted the nonconforming conditions stated herein and in the Declaration, and agrees that Seller shall not be responsible for changing the nonconformities. Seller is not aware of any variances or other permits granted to allow deviations from the applicable building and zoning codes. 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, OR CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED IN THE UNIT OR IN THE PROJECT, INCLUDING BUT NOT LIMITED TO: A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE; B) THE WORKMANLIKE CONSTRUCTION, STRUCTURAL SOUNDNESS, CONDITION OR STATE OF REPAIR, OPERATING ORDER, SAFETY, LIVABILITY OF ANY IMPROVEMENT IN OR WITHIN THE PROJECT; AND C) WHETHER THE PROJECT, THE UNITS, OR ANY OF THE IMPROVEMENTS MEET THE REQUIREMENTS OF ANY BUILDING, ZONING, LAND USE, SET BACK, HEALTH OR OTHER LAW, ORDINANCE, OR RULE OR REGULATION WHICH MAY BE APPLICABLE TO THE PROJECT.

Buyer agrees the Unit is being purchased in its "AS IS" condition, without any warranties, expressed or implied. This means that all land, improvements (including but not limited to the roof, walls, foundations, soils, plumbing, electrical and mechanical systems, etc.) and real property and personal property (if any) are being purchased in their **EXISTING "AS IS" CONDITION, WITHOUT WARRANTY 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 it's "AS IS" condition as provided for herein. Buyer acknowledges that there may be material facts about the Unit and/or the Project or any of the improvements located within the Project, and the real property and personal property, if any, of which Seller is not aware, which qualified experts may be able to discover, or there may be hidden defects which time may reveal. Buyer understands that Buyer shall give up, waive and relinquish any and all rights to asset any claim, demand, proceeding or lawsuit of any kind against Seller or Seller's Broker or Agents with respect to the condition of the Unit or the Project, except for claims which are based upon Seller's or Seller's Broker or Agent's concealment of material facts and defects which those parties are required by law to disclose.

6. Developer's Public Report; Buyer's Right to Cancel or Rescind This Agreement. The Developer's Public Report for the Project has been issued by the Real Estate Commission. Buyer shall receive a copy of that document along with a Receipt For Developer's Public Report (the "Receipt") and a Notice Of Right To Cancel Sales Contract (the "Notice"). Buyer has the right to cancel the Sales Contract under the following conditions:

i) At any time within thirty (30) days following the date the Developer's Public Report is delivered to Buyer. If Buyer so cancels this Agreement, within the thirty (30) day period, Buyer will be entitled to receive a refund of any deposits, less any escrow cancellation fees and other costs up to $250.00. If Buyer waives Buyer's right to cancel by checking the waiver box on the Notice, and executes and returns the Receipt and Notice within thirty (30) days after delivery to Buyer, this Agreement shall become a binding obligation on both parties immediately upon the return thereof. If Buyer does not return the Receipt and Notice within said thirty (30) day period, or if the Unit is conveyed to Buyer prior to expiration of that thirty (30) day period, then Buyer shall be deemed to have receipted for the Developer's Public Report and to have waived Buyer's right to cancel, thereby causing this Agreement to become a binding obligation on both parties; and

ii) Buyer shall have a thirty (30) day right to rescind this Agreement if there is a material change to the Project which directly, substantially and adversely affects the use or value of Buyer's Unit, the limited common elements appurtenant to the Unit, or the amenities in the Project available for Buyer's use. Seller shall deliver to Buyer a description of the material change and Buyer may waive Buyer's rescission right by either (a) checking the waiver box on the option to rescind, signing it and returning it to Seller; (b) letting the thirty (30) day rescission period expire without taking any action to rescind this Agreement; or (c) closing on the purchase of the Unit before the thirty (30) day rescission period expires. In order to be valid, the rescission form provided for herein must be signed by all Buyers and postmarked to Seller no later than midnight on the thirtieth (30th) calendar day after the date Buyer received the rescission form from Seller. If Buyer's rescission is valid, Buyer shall be entitled to a prompt and full refund of any deposits made by Buyer.

7. Assignment of this Agreement. Notwithstanding anything to the contrary contained in the Sales Contract, Buyer may not assign its rights or obligations under this Agreement or any portion thereof without the prior written consent of Seller, which consent may be withheld and/or conditioned at Seller's sole discretion. Any assignment without Seller's prior written consent shall be null and void.

THIS SUMMARY IS A BRIEF DESCRIPTION OF SOME OF THE TERMS CONTAINED IN THE SALES CONTRACT. BUYER IS ADVISED TO CAREFULLY REVIEW THE ENTIRE SALES CONTRACT AND BECOME FAMILIAR WITH THE TERMS AND CONDITIONS CONTAINED THEREIN.

EXHIBIT M (REVISED)
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 HAWAII ESCROW & TITLE, INC. (hereinafter referred to as "Escrow"). The escrow agreement, among other things, contains the following provisions:

1. Delivery of Sales Contracts to Escrow. As of when Developer shall enter into a sales contract for the sale of a unit in the Project, Developer shall deliver an executed copy of such sales contract to Escrow. Each sales contract shall contain the correct names and addresses of the purchasers, 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. Disbursement of Purchaser's Funds. No disbursements of funds held in escrow shall be made unless and until the following conditions have been fulfilled: (a) Escrow shall have received a complete copy of the Public Report issued by the Real Estate Commission and a copy of the notice of the purchaser's thirty-day cancellation right on the form prescribed by the Real Estate Commission; (b) Escrow receives certification from the Developer stating that the requirements of Sections 514B-86 and 514B-87, Hawaii Revised Statutes ("HRS"), as the same may have been amended, have been met; and, if the project is a conversion project, that requirements of Section 521-38, Hawaii Revised Statutes, as amended, have been complied with; (c) Escrow receives satisfactory assurances, including a commitment by a duly licensed title insurer, that the unit has been conveyed free and clear of any liens and that all blanket mortgages and liens have been released from purchaser's unit in accordance with Section 514B-45, HRS; and (d) Purchaser's deed is recorded in the Bureau of Conveyances and/or Office of the Assistant Registrar of the Land Court, State of Hawaii, as the case may be.

3. Return of Purchaser's Funds and Documents. (a) Cancellation, Termination or Rescission of Sales Contract. Unless otherwise provided in this Agreement, a purchaser shall be entitled to a return of such purchaser's funds held in escrow under a sales contract, and Escrow shall pay such funds to such purchaser, if any one of the following has occurred: (1) Developer and purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or (2) Developer or purchaser shall have notified Escrow of Developer's or purchaser's exercise of an option to cancel the sales contract pursuant to any right of cancellation provided therein or otherwise available to Developer or purchaser; or (3) The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to cancel or terminate the sales contract pursuant to Section 514B-90, Hawaii Revised Statutes; or (4) The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to rescind the sales contract pursuant to Section 514B-87, Hawaii Revised Statutes.

(b) Refund of Purchaser's Deposit; Cancellation Fee. (1) In the event Escrow receives notice of cancellation or termination of the sales contract pursuant to Sections 6(a)(1), (2) or (3), above, Escrow shall, unless the purchaser has waived or has been deemed to have waived the right to a refund, pay said funds to purchaser, less any cancellation fee commensurate with the work done by Escrow prior to such cancellation and other costs associated with the purchase, up to a maximum of $250.00; provided, however, that no refund shall be made to a purchaser at the purchaser's request prior to receipt by Developer of written notice from Escrow of Escrow's intent to make such refund. (2) In the event Escrow receives notice of purchaser's election to rescind the sales contract pursuant to Section 6(a)(4), above, Escrow shall promptly return all of said funds to purchaser; provided, however, that no refund shall be made to a purchaser at the purchaser's request prior to receipt by Developer of written notice from Escrow of Escrow's intent to make such refund.

4. Partial Closings. It is understood that partial closings, i.e., closings for some but not all of the units, may be desired by Developer. If Developer desires to close any or all sales at different times, Escrow agrees to cooperate with Developer and shall vary its performance of the directions contained herein in such manner as will facilitate its performance of such partial closings.

THE ESCROW AGREEMENT CONTAINS VARIOUS OTHER PROVISIONS AND ESTABLISHES CERTAIN CHARGES WHICH THE PURCHASE SHOULD BECOME FAMILIAR WITH. THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE COMPLETE ESCROW AGREEMENT. IF THERE ARE ANY CONFLICTS BETWEEN THE TERMS CONTAINED IN THIS SUMMARY AND THE ESCROW AGREEMENT, THE ESCROW AGREEMENT WILL CONTROL.