

**AMENDMENT 1 TO  
DEVELOPER'S PUBLIC REPORT  
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME:	POAMOHO CAMP
PROJECT ADDRESS:	71-045 Kamehameha Highway, Wahiawa, Hawaii 96786
REGISTRATION NUMBER:	6898 (Conversion)
EFFECTIVE DATE OF REPORT:	<b>February 4, 2010</b>
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>December 10, 2009</u> <input type="checkbox"/> Amended Report dated _____  <input type="checkbox"/> Supersedes all prior amendments: Includes all prior Amendment(s) and <u>must</u> be read together with <input type="checkbox"/> Developer's Public Report dated _____ <input type="checkbox"/> Amended Report dated _____
DEVELOPER(S):	HIDC POAMOHO CAMP, INC., a Hawaii corporation

**Preparation of this Amendment**

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes (HRS), as amended from time to time. Section 514B-56, HRS, requires that after the Commission has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the developer desires to update or change the information set forth in the Developer's Public Report, the developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means 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 law defines "pertinent change" to mean, as determined by the commission, a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) The size, construction materials, location, or permitted use of a unit or its appurtenant limited common element; (2) The size, use, location, or construction materials of the common elements of the project; or (3) The common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

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This Amendment has not 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 amendment to the 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, material changes, or pertinent changes 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.

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 amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and or exhibit alphabet or number; additional pages may be used):

1. First Amendment to Declaration. The Declaration of Condominium Property Regime and the Condominium Map for the Project were amended pursuant to that certain First Amendment to Declaration of Condominium Property Regime of Poamoho Camp and Condominium Map No. 2029, dated January 13, 2010, and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Land Court") as Document No. 3932236, and noted on TCT No. 764,674 (the "First Amendment"). Pursuant to the First Amendment, the following changes have been made:
  - a. Dwelling Units. The Existing Unit Land Areas and/or the Proposed/Final Unit Land Areas of certain Dwelling Units have been updated and revised. All references in the Declaration and in Exhibit C to the Declaration to such Units and their corresponding land areas have been amended in accordance with the revised Dwelling Unit areas. Such Unit areas are set forth in a revised Exhibit C attached to the First Amendment, which replaces the original Exhibit C attached to the Declaration in its entirety.
  - b. Commercial Unit. The Existing Unit Land Area and Proposed/Final Unit Land Area of the Commercial Unit have both been revised from an area of 73,452 square feet to an area of 70,397 square feet. All references in the Declaration and in the original Exhibit C to the Declaration to the land area of the Commercial Unit have been amended in accordance with the updated Commercial Unit area and the revised Exhibit C attached to the First Amendment.
  - c. Amendment of Section 20.2 of the Declaration. The references to Unit Nos. 31A and 40A, described in the third column of the table provided in Section 20.2 of the Declaration, have been amended so that they are described as Unit Nos. 32A and 41A. In addition, Section 20.2 is amended to provide that, following the consolidation, resubdivision and reconfiguration of the Units as described in Section 20.2, the Units shall be in the approximate configuration shown on Sheets 3a and 3b of the Condominium Map recorded concurrently with the First Amendment.
  - d. Amendment of Exhibit A to Declaration. Exhibit A to the Declaration describing the Project lands has been updated and replaced in its entirety with the Exhibit A attached to the First Amendment.
  - e. Amendment of Exhibit D to Declaration. Exhibit D to the Declaration has been amended to clarify the basis on which the Original Fair Market Value of the Dwelling Units were calculated, and has been replaced in its entirety with the Exhibit D attached to the First Amendment.
  - f. Amendment of Condominium Map. The Condominium Map was amended to delete Sheets 1, 2a, 2b and 3, and add in their place Sheets 1, 1a, 2a, 2b, 3a and 3b, copies of which were recorded concurrently with the First Amendment, together with a surveyor's certification regarding the amended sheets pursuant to Section 514B-34 of the Act.

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Changes continued:

2. Revisions to Public Report. In accordance with the First Amendment, the following revisions have been made to the Public Report:

a. Section 3.1 on Page 10 of the Developer's Public Report has been updated to reflect the recording information for the First Amendment. The Title Report for the Project has also been updated as of January 8, 2010 with the First Amendment recording information. Accordingly, Section 1.12 on Page 5 of the Public Report and Exhibit F to the Public Report describing encumbrances against title have also been updated.

b. Exhibit A to the Public Report has been revised to reflect the updated Existing Unit Land Areas and Proposed/Final Unit Land Areas of the Dwelling Units and the Commercial Unit.

c. Exhibit H to the Public Report has been revised (i) to correct the references to Unit Nos. 31A and 40A, described in the third column of the table provided in Section 20.2 of the Declaration, so that they are described as Unit Nos. 32A and 41A, and (ii) to refer to Sheets 3a and 3b of the Condominium Map recorded concurrently with the First Amendment.

The revised pages and exhibits are attached to this Amendment, supersede the versions previously submitted, and are incorporated into the Public Report in their entirety.

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The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project continues to conform 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 as amended, 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 as amended, 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 as amended and the exhibits attached to this report (if any) as amended 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 as amended 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 as amended at least 30 days prior to the anniversary date of the effective date of this report.

HIDC POAMOHO CAMP, INC., a Hawaii corporation

Printed Name of Developer

  
Duly Authorized Signatory\*

Jun 20, 2010  
Date

Peter Savio, President

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City & County of Honolulu

Planning Department, City & 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.**

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**1.9 Common Elements**

<p><b>Common Elements:</b> 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, as set forth below.</p>	
<p>Described in Exhibit <u>D</u>.</p>	
<p>Described as follows:</p>	
<b>Common Element</b>	<b>Number</b>
Elevators	0
Stairways	2
Trash Chutes	0

**1.10 Limited Common Elements**

<p><b>Limited Common Elements:</b> 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.</p>
<p>Described in Exhibit <u>D</u>.</p>
<p>Described as follows:</p>

**1.11 Special Use Restrictions**

<p>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.</p>	
<input checked="" type="checkbox"/>	Pets: See Bylaws and House Rules
<input type="checkbox"/>	Number of Occupants:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	There are no special use restrictions.

**1.12 Encumbrances Against Title**

<p>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).</p>
<p>Exhibit <u>F</u> describes the encumbrances against title contained in the title report described below.</p>
<p>Date of the title report: January 8, 2010</p>
<p>Company that issued the title report: Title Guaranty of Hawaii, Inc.</p>

### 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
Land Court	October 9, 2009	3923048

#### Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	January 13, 2010	3932236

#### 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
Land Court	October 9, 2009	3923049

#### Amendments to the 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	2029
Bureau of Conveyances Map Number	
Dates of Recordation of Amendments to the Condominium Map: January 14, 2010	

**EXHIBIT A**  
**DESCRIPTION OF UNITS AND COMMON INTERESTS**

1. Unit Types.

1.1 Dwelling Units. The Project has sixty-six (66) residential units (the “**Dwelling Units**”), all of which are spatial units that include any existing improvements located within the boundaries of such Dwelling Unit. In addition to the principal farm dwelling, most of the Dwelling Units include within their boundaries accessory use structures, such as utility sheds, recreation rooms, carports and the like.

1.2 Non-Residential Units. The Project has twelve (12) non-residential units which are spatial condominium units (the “**Non-Residential Units**”). The Non-Residential Units include a Unit containing approximately 52.141 acres of open agricultural land (the “**Agricultural Unit**”), and a Unit containing approximately 70,397 square feet of open agricultural land for the purpose of constructing and operating a farm produce stand or plantation museum, or for such other use as permitted by law (the “**Commercial Unit**”). The remaining ten (10) Non-Residential Units are reserved and shall be held by the Developer and/or the Association as Dwelling Unit sites for the purposes of relocating and/or replacing certain Dwelling Units in the event that the farm dwelling structures therein cannot be rebuilt under applicable building codes, or for the development of additional non-residential buildings or structures, or, in the Association’s discretion, for the preservation of open space within the Project (the “**Reserve Units**”).

2. Description of Units, Structures and Sizes.

2.1 Dwelling Units; Farm Dwelling Types. Each Dwelling Unit shall be a spatial unit having a land area ranging between approximately 2,358 and 21,953 square feet, and includes any existing improvements located within the boundaries of such Dwelling Unit, as more particularly shown on the Condominium Map. The boundaries of each Dwelling Unit circumscribe the land areas of the Units and are shown on the Condominium Map as dashed lines (“— — —”). Each Dwelling Unit may contain a farm dwelling and/or accessory use structures therein. The existing farm dwelling structures that are located within the Dwelling Units are constructed primarily of wood and are classified generally by the following structure types (specific Units that deviate from the typical configuration are individually shown on separate pages of the Condominium Map):

(a) Type A Farm Dwellings. The Type A Farm Dwellings are located within Dwelling Units along the southeastern half of Kikowaena Street. These farm dwellings typically include two bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(b) Type B Farm Dwellings. The Type B Farm Dwellings are located within Dwelling Units along the southwestern half of Kikowaena Street, except one of the Type B Farm Dwellings is located within a Dwelling Unit north of Kipuka Road. These farm dwellings typically include three (3) bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(c) Type B-R Farm Dwelling. There is one (1) Type B-R Farm Dwelling, which is located within the Dwelling Unit between Kipuka Drive and Kikowaena Street above Community Carport "E." This farm dwelling is the reverse of the Type B Farm Dwellings and includes three (3) bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(d) Type C Farm Dwellings. The Type C Farm Dwellings are generally located within Dwelling Units below the Town Hall and west of Kipuka Drive. These farm dwellings typically include three (3) bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(e) Type C-R Farm Dwellings. There are two (2) Type C-R Farm Dwellings, which are located within Dwelling Units below the Town Hall near Community Carport "F." These farm dwellings are the reverse of the Type C Farm Dwellings and include three (3) bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(f) Type D Farm Dwellings. The Type D Farm Dwellings are generally located within Dwelling Units along the southern side of Nui Avenue (Camp) and along the western side of Kipuka Drive. These farm dwellings typically include three (3) bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(g) Type D-R Farm Dwellings. There are two (2) Type D-R Farm Dwellings, which are located within Dwelling Units along the western side of Kipuka Drive. These farm dwellings are the reverse of the Type D Farm Dwellings and typically include three (3) bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(h) Type E Farm Dwellings. The Type E Farm Dwellings are located within Dwelling Units along the southern side of Nui Avenue (Camp). These farm dwellings typically include three (3) bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(i) Type F Farm Dwellings. The Type F Farm Dwellings are located within Dwelling Units along the southern side of Nui Avenue (Camp). These farm dwellings typically include four (4) bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(j) Type G Farm Dwellings. The Type G Farm Dwellings are located within Dwelling Units located near the Project entrance in a circular configuration along Kipuka Drive and Akau Street. These farm dwellings typically include one (1) bedroom, a kitchen, a living room and one (1) bathroom.

(k) Type H Farm Dwellings. The Type H Farm Dwellings are located within Dwelling Units located between Kipuka Drive and Kikowaena Street. These farm dwellings have typically include three (3) bedrooms, a kitchen, a living room and one (1) bathroom.

(l) Type I Farm Dwellings. The Type I Farm Dwellings are located within Dwelling Units located near the Project entrance in a circular configuration along Kipuka Drive and Akau Street, and between Kipuka Drive and Kikowaena Street. These farm dwellings typically include three (3) bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(m) Type I-R Farm Dwellings. The Type I-R Farm Dwellings are located within Dwelling Units located between Kipuka Drive and Kikowaena Street. These farm dwellings are the reverse of the Type I Farm Dwellings and typically include three (3) bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(n) Other Farm Dwelling Types. The following farm dwellings are unique and unlike any other Farm Dwelling type:

(i) Dwelling Unit No. 6. Dwelling Unit No. 6 is located off of Kikowaena Street. The farm dwelling is the reverse of the Type C Farm Dwelling, with carport and shed additions, and includes three (3) bedrooms, a kitchen, a living room, and one (1) bathroom.

(ii) Dwelling Unit No. 11. Dwelling Unit No. 11 is located northwest of Kipuka Drive. The farm dwelling includes three (3) bedrooms, a kitchen, a living room, two (2) bathrooms, and garage and storage additions.

(iii) Dwelling Unit No. 23. Dwelling Unit No. 23 is located south of Kikowaena Street. The farm dwelling includes three (3) bedrooms, a kitchen, a living room, one (1) bathroom and carport and shed additions.

(iv) Dwelling Unit No. 24. Dwelling Unit No. 24 is located south of Kikowaena Street. The farm dwelling includes two (2) bedrooms, a kitchen, a living room and one (1) bathroom.

(v) Dwelling Unit No. 25. Dwelling Unit No. 25 is located north of Nui Avenue (Camp). The farm dwelling includes three (3) bedrooms, a kitchen, a laundry room, a living room, one (1) bathroom and a shed addition.

(vi) Dwelling Unit No. 41. Dwelling Unit No. 41 is located near the Project entrance on Akau Street. The farm dwelling includes three (3) bedrooms, a kitchen, a laundry room, a storage closet, a living room, an additional room, one (1) bathroom and a carport addition.

(vii) Dwelling Unit No. 42. Dwelling Unit No. 42 is located near the Project entrance on Akau Street. The farm dwelling includes two (2) bedrooms, a kitchen, a laundry room, a living room and one (1) bathroom.

(viii) Dwelling Unit No. 46. Dwelling Unit No. 46 is located on Akau Street. The farm dwelling includes three (3) bedrooms, a kitchen, a living room, a storage area and one (1) bathroom.

## 2.2 Non-Residential Units.

(a) Agricultural Unit. The Agricultural Unit is a spatial Unit consisting of approximately 52.141 acres of open agricultural land and existing improvements located within the boundaries of the Agricultural Unit, as shown on the Condominium Map. Existing improvements currently located within the Agricultural Unit include: (i) two warehouse buildings identified as “Building 202” and “Building 203” on the Condominium Map, (ii) Nui Avenue (Cane), and (iii) all chain link fences, gates, light and utility poles, and paved areas.

(b) Commercial Unit. The Commercial Unit is a spatial Unit consisting of approximately 70,397 square feet of open land located within the boundaries shown on the Condominium Map.

(c) Reserve Units. The Reserve Units are spatial units numbered 101 to 110 and contain land areas ranging between approximately 6,600 and 10,476 square feet within the boundaries shown on Sheets 1 and 2a of the Condominium Map.

3. Common Interest in Common Elements. Each Unit shall have appurtenant thereto an undivided interest in the Common Elements of the Project as shown below (hereinafter referred to as the “Common Interest”) and the same percentage share in all common profits and expenses of the Common Elements of the Project and, except as herein expressly provided for, the same percentage interest for all other purposes, including, without limitation, voting.

*[Continued on next page]*

4. Specific Identification of Units, Structure Types, and Common Interests.

Unit No.	Street Address	Structure Type	Existing Unit Land Area* (s.f.)	Proposed Unit No. (if applicable)	Proposed / Final Unit Land Area (s.f.)	Common Interest (%)
1	663 Kipuka Dr.	Br	6,523	--	6,523	1.406500%
2	708 Akau St.	I	2,358	--	--	0.000300%
3	665 Kipuka Dr.	I	5,375	3A	9,455	1.545500%
4	675 Kikowaena St.	Ir	4,080	--	--	0.000300%
5	666 Kipuka Dr.	I	6,639	--	6,639	1.406500%
6	673 Kikowaena St.	6	5,040	--	5,040	1.406500%
7	668 Kipuka Dr.	C	5,749	--	5,749	1.406500%
8	672 Kikowaena St.	Cr	3,480	8A	6,264	1.406500%
9	671 Kikowaena St.	Cr	2,784	--	--	0.000300%
10	670 Kikowaena St.	Ir	5,005	--	5,005	1.406500%
11	736 Homohana Rd.	11	21,953	--	21,953	1.683500%
12	679 Kikowaena St.	B	7,254	--	9,766**	1.545500%
13	680 Kikowaena St.	B	5,870	--	5,870	1.406500%
14	681 Kikowaena St.	B	6,050	--	6,050	1.406500%
15	682 Kikowaena St.	B	5,500	--	5,500	1.406500%
16	683 Kikowaena St.	B	5,500	--	5,500	1.406500%
17	684 Kikowaena St.	B	6,160	--	6,160	1.406500%
18	685 Kikowaena St.	B	6,160	--	6,160	1.406500%
19	686 Kikowaena St.	A	5,500	--	5,500	1.406500%
20	687 Kikowaena St.	A	6,050	--	6,050	1.406500%
21	688 Kikowaena St.	A	5,830	--	5,830	1.406500%
22	689 Kikowaena St.	A	6,600	--	9,460**	1.545500%
23	691 Kikowaena St.	23	10,078	--	10,078	1.683500%
24	692 Kikowaena St.	24	7,879	--	7,879	1.406500%
25	693 Nui Ave.	25	7,985	--	7,985	1.406500%
26	695 Kipuka Dr.	C	6,979	--	6,979	1.406500%
27	696 Kipuka Dr.	C	5,069	--	5,069	1.406500%
28	697 Kipuka Dr.	C	6,082	--	6,082	1.406500%
29	700 Kipuka Dr.	I	8,225	--	8,225	1.545500%
30	701 Kipuka Dr.	I	4,250	30A	6,864	1.406500%
31	702 Kipuka Dr.	G	4,343	--	--	0.000300%
32	703 Kipuka Dr.	I	4,851	32A	6,580	1.406500%
33	704 Kipuka Dr.	I	6,225	--	6,225	1.406500%
34	706 Akau St.	I	7,302	--	7,302	1.406500%
35	707 Akau St.	I	5,139	35A	7,498	1.406500%
36-1	709 Akau St.	G	3,861	--	--	0.000300%
36-2	709 Akau St.	G	4,178	36A	8,039	1.545500%
37	711 Akau St.	I	7,366	--	7,366	1.406500%
38	713 Akau St.	I	8,653	--	8,653	1.545500%
39	714 Akau St.	I	4,614	39A	6,831	1.406500%
40	715 Akau St.	I	4,628	--	--	0.000300%
41	716 Akau St.	41	5,663	41A	8,073	1.545500%
42	717 Akau St.	42	8,704	--	8,704	1.545500%
43	654 Akau St.	H	18,308	--	18,308	1.683500%
44	653 Akau St.	H	8,011	--	8,011	1.545500%
45	652 Akau St.	H	7,378	--	7,378	1.406500%
46	651 Akau St.	46	7,255	--	7,255	1.406500%

**EXHIBIT A**

Unit No.	Street Address	Structure Type	Existing Unit Land Area* (s.f.)	Proposed Unit No. (if applicable)	Proposed / Final Unit Land Area (s.f.)	Common Interest (%)
47-1	650-A Akau St.	G	1,150	47A	8,136	1.406500%
47-2	650-B Akau St.	G	9,715	47B	7,782	1.406500%
48	719 Nui Ave.	D	9,833	--	18,564**	1.683500%
49	720 Nui Ave.	D	13,821	--	13,821	1.683500%
50	721 Nui Ave.	D	14,036	--	14,036	1.683500%
51	722 Nui Ave.	D	13,483	--	13,483	1.683500%
52	723 Nui Ave.	E	14,186	--	14,186	1.683500%
53	724 Nui Ave.	E	11,248	--	11,248	1.683500%
54	725 Nui Ave.	E	15,076	--	15,076	1.683500%
55	726 Nui Ave.	F	12,802	--	12,802	1.683500%
56	727 Nui Ave.	F	14,267	--	14,267	1.683500%
57	728 Nui Ave.	F	12,339	--	12,339	1.683500%
58	729 Nui Ave.	F	14,396	--	14,396	1.683500%
59	730 Nui Ave.	E	10,477	--	10,477	1.683500%
60	731 Nui Ave.	E	16,612	--	16,612	1.683500%
61	732 Homohana Rd.	Dr	9,125	--	9,125	1.545500%
62	733 Homohana Rd.	D	11,733	--	11,733	1.683500%
63	734 Homohana Rd.	Dr	11,170	--	11,170	1.683500%
64	735 Homohana Rd.	D	11,470	--	11,470	1.683500%
101	--	Relocation	6,668	--	6,668	1.406500%
102	--	Relocation	6,672	--	6,672	1.406500%
103	--	Relocation	6,883	--	6,883	0.000300%
104	--	Relocation	6,600	--	6,600	0.000300%
105	--	Relocation	10,476	--	10,476	1.683500%
106	--	Relocation	7,200	--	7,200	0.000300%
107	--	Relocation	7,200	--	7,200	1.406500%
108	--	Relocation	6,750	--	6,750	0.000300%
109	--	Relocation	9,262	--	9,262	1.545500%
110	--	Relocation	8,049	--	8,049	1.406500%
Agr. Unit	--	--	52.141 acres (2,271,252 s.f.)	--	52.141 acres (2,271,252 s.f.)	0.049500%
Comm. Unit	--	--	70,397	--	70,397	0.049500%
TOTAL			67.823 acres (2,954,379 s.f.)		67.823 acres (2,954,379 s.f.)	

**Notes:**

- Net living areas are the typical net floor areas for each basic dwelling structure type
- The letter "r" indicates that the floor plan is a reverse layout
- If a number is used to identify a Structure Type, then the structure has a unique floor plan
- \*Please see paragraph 2 of Exhibit B
- \*\*Land area includes the Expansion Area adjacent to this unit.

**EXHIBIT A**

**EXHIBIT F**  
**ENCUMBRANCES AGAINST TITLE**

The encumbrances against title appearing in the Preliminary Report dated January 8, 2010 ("Title Report") prepared by Title Guaranty of Hawaii, Inc. are described below. In accordance with the Title Report, Parcel First is covered by Tax Key: (1) 7-1-001-011; Parcel Second is covered by Tax Key: (1) 7-1-001-030; and Parcel Third is covered by Tax Key: (1) 7-1-001-031.

1. Real property taxes that may be due and owing. Check with the County Tax Assessor's office.

2. Location of the boundary of Poamoho Stream and the effect, if any, upon the area of the land described herein, and the free flowage thereof.

3. DESIGNATION OF EASEMENT "J" (10 feet wide)

PURPOSE : underground communication lines  
SHOWN : on Map 20 (amended), as set forth by Land Court Order Nos. 22155, filed January 16, 1964, and 22826, filed February 13, 1964

4. LEASE OF EASEMENT

TO : HAWAIIAN TELEPHONE COMPANY, now known as HAWAIIAN TELCOM, INC., and AMERICAN TELEPHONE AND TELEGRAPH COMPANY, now known as AT&T CORP.

DATED : September 20, 1972

FILED : Land Court Document No. 607320

GRANTING : an easement of right-of-way for wire lines and communication cables over, under and across Easement "J" and "H"; for a term commencing on date hereof and expiring on June 30, 2004 and thereafter from year to year until terminated

CANCELLATION OF LEASE OF EASEMENT by VERIZON HAWAII INC. dated August 6, 2004, filed as Land Court Document No. 3152784; no joinder by AMERICAN TELEPHONE & TELEGRAPH COMPANY, now known as AT&T CORP.

CONSENT given by Hawaiian Trust Company, Limited, Trustee under the Will and of the Estate of George Galbraith, deceased, a Hawaii corporation (now known as Bank of Hawaii, a Hawaii corporation), by instrument filed as Land Court Document No. 3152785.

5. The terms and provisions contained in the following:

INSTRUMENT : Limited Warranty Deed  
DATED : August 12, 2005  
FILED : Land Court Document No. 3311685

6. FIRST MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : HIDC POAMOHO CAMP, INC., a Hawaii corporation  
MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation  
DATED : August 8, 2005  
FILED : Land Court Document No. 3311686  
AMOUNT : \$2,600,000.00

7. The terms and provisions contained in the following:

INSTRUMENT : ABSOLUTE ASSIGNMENT OF RENTALS AND LESSOR'S INTEREST IN LEASES  
DATED :  
RECORDED : Document No. 2005-160415  
PARTIES : HIDC POAMOHO CAMP, INC., a Hawaii corporation, "Assignor" and FIRST HAWAIIAN BANK, a Hawaii corporation, "Assignee"  
RE : to assure the repayment of that certain loan in the principal amount of \$2,600,000.00 – covers the premises described herein, besides other premises

(Not noted on Transfer Certificate(s) of Title referred to herein)

8. FINANCING STATEMENT

DEBTOR : HIDC POAMOHO CAMP, INC., a Hawaii corporation  
SECURED PARTY : FIRST HAWAIIAN BANK, a Hawaii corporation  
RECORDED : Document No. 2005-160416  
RECORDED ON : August 12, 2005

9. SECOND MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : HIDC POAMOHO CAMP, INC., a Hawaii corporation  
MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation

DATED : April 16, 2007  
FILED : Land Court Document No. 3590952  
AMOUNT : \$130,000.00

10. The terms and provisions contained in the following:

INSTRUMENT : ABSOLUTE ASSIGNMENT OF RENTALS AND LESSOR'S INTEREST IN LEASES  
DATED : April 16, 2007  
RECORDED : Document No. 2007-071294  
PARTIES : HIDC POAMOHO CAMP, INC., a Hawaii corporation, "Assignor" and FIRST HAWAIIAN BANK, a Hawaii corporation, "Assignee"  
RE : to assure the repayment of that certain loan in the principal amount of \$130,000.00 – covers the premises described herein, besides other premises

(Not noted on Transfer Certificate(s) of Title referred to herein)

11. FINANCING STATEMENT

DEBTOR : HIDC POAMOHO CAMP, INC., a Hawaii corporation  
SECURED PARTY : FIRST HAWAIIAN BANK, a Hawaii corporation  
RECORDED : Document No. 2007-071295  
RECORDED ON : April 20, 2007

12. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER SECTION 21-5.80 OF THE LAND USE ORDINANCE (LUO)  
DATED : September 16, 2008  
FILED : Land Court Document No. 3789574  
PARTIES : HIDC POAMOHO CAMP, INC., a Hawaii corporation, "Declarant"

13. MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND SECURITY ASSIGNMENT OF AGREEMENT OF SALE

MORTGAGOR : HIDC POAMOHO CAMP, INC., a Hawaii corporation  
MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation  
DATED : October 28, 2008

FILED : Land Court Document No. 3802773  
RECORDED : Document No. 2008-168169  
AMOUNT : \$1,400,000.00 - covers the land described herein,  
besides other land

14. FINANCING STATEMENT

DEBTOR : HIDC POAMOHO CAMP, INC.  
SECURED  
PARTY : FIRST HAWAIIAN BANK, a Hawaii corporation  
RECORDED : Document No. 2008-168171  
RECORDED ON : October 31, 2008

15. The terms and provisions contained in the following:

INSTRUMENT : Declaration of Condominium Property Regime of  
"Poamoho Camp" Condominium Project  
DATED : October 9, 2009  
FILED : Land Court Document No. 3923048  
MAP : 2029 filed in the Land Court and any amendments  
thereto

The foregoing includes, but is not limited to, buy-back and shared appreciation provisions, both of which create liens which may be superior to certain mortgages, refinance restrictions, and repurchase rights under certain conditions as set forth in Paragraph 32 thereof.

Joinder and Consent given by FIRST HAWAIIAN BANK, a Hawaii corporation, dated December 2, 2009, filed as Land Court Document No. 3923050, recorded as Document Nos. 2009-187970 thru 2009-187971.

Said Declaration was amended by instrument dated January 13, 2010 and recorded as Land Court Document No. 3932236.

16. The terms and provisions contained in the following:

INSTRUMENT : Bylaws of the Association of Unit Owners of  
Poamoho Camp  
DATED : October 9, 2009  
FILED : Land Court Document No. 3923049

Joinder and Consent given by FIRST HAWAIIAN BANK, a Hawaii corporation, dated December 2, 2009, filed as Land Court Document No. 3923051, recorded as Document Nos. 2009-187972 thru 2009-187973.

17. Any unrecorded tenant leases and matters arising from or affecting the same.

**EXHIBIT H**  
**DEVELOPER'S RESERVED RIGHT TO MAKE CHANGES TO PROJECT**  
**AND/OR PROJECT DOCUMENTS**

Developer has reserved certain rights, including but not limited to, the right to consolidate, resubdivide, reconfigure and/or redesignate any Units in the Project, to modify existing improvements, and to make any changes necessary to comply with law in Sections 20 to 23 of the Declaration. The pertinent provisions of the Declaration are summarized below:

1. Developer's Reserved Right to Reconfigure and/or Redesignate Units and Common Elements (Section 20 of the Declaration).

a. Consolidation, Resubdivision and/or Reconfiguration of Units. Developer shall have the right to consolidate, resubdivide, and/or reconfigure Dwelling Units and Reserve Units, and in furtherance thereof shall have the rights set forth in Section 20.1 of the Declaration, subject only to the restrictions set forth in Section 24.3 of the Declaration.

b. Consolidation and Reconfiguration of Certain Units. Without limitation to the generality of the foregoing, Developer shall have the right to consolidate, resubdivide, reconfigure and/or eliminate the Dwelling Units listed immediately below. The consolidation, resubdivision and reconfiguration shall be performed in accordance with the following and the resulting Unit configuration shall be approximately as shown on Sheets 3a and 3b of the Condominium Map:

Dwelling Units to be Consolidated	Dwelling Unit to be Eliminated and/or Reconfigured	Reconfigured Unit(s) as shown on Sheet 3 of the Condominium Map
Unit 3 and 4	Unit 4	Unit 3A
Units 8 and 9	Unit 9	Unit 8A
Units 30, 31 and 32	Unit 31	Units 30A and 32A
Units 2 and 35	Unit 2	Unit 35A
Units 36-1 and 36-2	Unit 36-1	Unit 36A
Units 39, 40 and 41	Unit 40	Units 39A and 41A
Units 47-1 and 47-2	Units 47-1 and 47-2	Unit 47A and Unit 47B

Any Unit purchaser purchasing any of the Dwelling Units to be consolidated listed above shall take title to such owner's Unit subject to the rights of Developer as set forth in Section 20.2 of the Declaration.

c. Redesignation of Units and Common Elements. Developer shall have the right to redesignate and reclassify any Unit owned by Developer as a different Unit type, including without limitation the reclassification of a Dwelling Unit as a Reserve Unit and vice versa, and in furtherance thereof shall have the rights set forth in Section 20.3 of the Declaration, subject only to the restrictions set forth in Section 24.3 of the Declaration.

d. Reconfiguration of Common Elements. Developer shall have the right and an easement, but shall not be obligated, to develop, construct, demolish, install and/or re-configure new, reconstructed, repaired or renovated improvements within the Common Elements. Developer shall also have the right, in connection with the reconfiguration of Units in the Project as set forth in Sections 20.1 and 20.2 of the Declaration, to reconfigure the Common Elements as other elements of the Project, including without limitation, as additional portions of Dwelling Units.

e. Redesignation of Expansion Areas. The Expansion Areas adjacent to Unit Nos. 12, 22 and 48, identified as Common Elements 9, 10 and 11 on the Condominium Map, shall be subject to the right of Developer to redesignate such areas as additional land areas of the Dwelling Units to which they are immediately adjacent. Upon redesignation, an Expansion Area shall no longer be a Common Element and shall be re-configured as part of the Dwelling Unit into which it has been added. After the Development Period expires, any Expansion Area that has not been redesignated shall remain part of the Common Elements.

f. Conversion of Duplex Dwellings. Developer shall have the right to convert, or require the conversion of, any duplex dwelling structures into single family dwellings regardless of ownership thereof. Any Unit purchaser purchasing a Unit in the Project containing a duplex dwelling structure shall take such owner's Unit subject to the rights of Developer under Section 20.

g. Assignment and Revision of Common Interests. Developer shall have the right to assign and/or revise any Common Interests appurtenant to any Units in the Project that Developer owns, including without limitation, the assignment of Common Interests to the Reserve Units, the Dwelling Units and any Common Elements that have been reconfigured, consolidated and/or redesignated by Developer pursuant to Section 20 of the Declaration.

2. Developer's Reserved Right Regarding Permits and Licenses. Developer shall have the right, at any time and from time to time, to satisfy the requirements of permits or licenses applicable to the Project by: (a) amending this Declaration, (b) entering into any agreements, (c) designating, granting, conveying, transferring, canceling, relocating and otherwise dealing with any easements over, under, across or through the Common Elements as necessary and desirable in connection therewith, and (d) doing all other things necessary or convenient for the Project.

3. Developer's Reserved Right to Modify Project to Comply with Law. Developer has the right, at any time and from time to time, to effect such Modifications to Units and Common Elements in the Project and/or to execute, record and deliver any amendments to this Declaration, and the Condominium Map, Bylaws, and Project Rules, as may be necessary or required to bring the improvements, the Association, or Developer into compliance with all Applicable Laws, including the Fair Housing Act, as amended, 42 U.S.C. §§3601 et seq., and any and all rules and regulations promulgated thereunder, the Americans With Disabilities Act, as amended, 42 U.S.C. §§12101 et seq., and the ordinances of the City and County of Honolulu, and all rules and regulations promulgated thereunder, and the rules and regulations of HUD,

FNMA, Freddie Mac (“FRDMC”), and the U.S. Department of Agriculture (“USDA”) governing lending for the acquisition of Units in the Project and the pledge of Units as collateral.

4. Limitations on Exercise of Developer’s Reserved Rights. Except as otherwise provided in the Declaration, none of the following shall be permitted pursuant to the exercise of a Developer’s Reserved Right without the prior written consent of the owner of the affected Unit: (a) development of any aboveground structure or improvement within any Unit or its Limited Common Elements or any development that materially and adversely affects the value or use of the Unit; (b) any development within the Common Elements that would materially interfere with the use by any owner of such owner’s Unit, including use for utility conduits or drainage by such owner; or (c) the granting of any easement over such owner’s Unit or its Limited Common Elements if such easement would materially and adversely affect the value or use of the Unit or its Limited Common Elements. Notwithstanding the above, the Dwelling Units enumerated under Item 1.b above and in Section 20.3 of the Declaration shall be subject to Developer’s Reserved Rights and any changes made thereto by Developer unless and until Developer waives its rights with respect to such Units.