AMENDED
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	May 18, 2010
Developer(s)	HIDC Poamoho Camp, Inc., a Hawaii corporation

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 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 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; or (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.

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 Amended Developer's Public Report SUPERSEDES all prior public reports, as amended. Changes made to the Developer' Public Report issued December 10, 2009, as amended by Amendment 1 issued February 4, 2010, and other changes subsequently made are as follows:

1. Second Amendment to Declaration. The main reason for the Developer's issuance of this amended public report is the Declaration of Condominium Property Regime and the Condominium Map for the Project were amended pursuant to that certain Second Amendment to Declaration of Condominium Property Regime of Poamoho Camp and Condominium Map No. 2029, dated April 21, 2010, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Land Court") as Document No. 3963238, and noted on TCT No. 764,674 (the "Second Amendment"). Generally, the Second Amendment provides for consolidation and reconfiguration of certain units in the project, recognition that certain structures originally intended to be relocated or demolished will remain in place for up to 66 months after recordation of the Second Amendment, and redesignation of six Reserve Units to Dwelling Units. The Project now has a total of 72 instead of 78 units.

Pursuant to the Second Amendment, the following specific changes to the Project have been made:

a. Dwelling Units. Certain Dwelling Units have been consolidated and reconfigured pursuant to the Developer's right to (i) consolidate, resubdivide and/or reconfigure the Dwelling and Reserve Units pursuant to Section 20.1 of the Declaration, including those listed in Section 20.2 of the Declaration, and (ii) designate and reclassify the unit type of any unit owned by Developer, as set forth in Section 20.3 of the Declaration. Pursuant to the Second Amendment, the following Dwelling Units have been consolidated and reconfigured:

(1) Dwelling Unit Nos. 3 and 4. Dwelling Unit No. 4 was merged into Dwelling Unit No. 3, which is now Dwelling Unit No. 3A. Dwelling Unit No. 4 was deleted from the Project.

(2) Dwelling Unit Nos. 8 and 9. Dwelling Unit No. 9 was merged into Dwelling Unit No. 8, which is now Dwelling Unit No. 8A. Dwelling Unit No. 9 was deleted from the Project.

(3) Dwelling Unit Nos. 30, 31, and 32. A portion of Dwelling Unit No. 31 was merged into Dwelling Unit No. 30, which is now Dwelling Unit No. 30A. The remaining portion of Dwelling Unit No. 31 was merged into Dwelling Unit No. 32, which is now Dwelling Unit No. 32A. Dwelling Unit No. 31 was deleted from the Project.

(4) Dwelling Unit Nos. 2 and 35. Dwelling Unit No. 2 was merged into Dwelling Unit No. 35, which is now Dwelling Unit No. 35A. Dwelling Unit No. 2 was deleted from the Project.

(5) Dwelling Unit Nos. 36-1 and 36-2. Dwelling Unit No. 36-2 was merged into Dwelling Unit No. 36-1, which is now Dwelling Unit No. 36A. Dwelling Unit No. 36-2 was deleted from the Project.

(6) Dwelling Unit Nos. 39, 40, and 41. A portion of Dwelling Unit No. 40 was merged into Dwelling Unit No. 39, which is now Dwelling Unit No. 39A. The remaining portion of Dwelling Unit No. 40 was merged into Dwelling Unit No. 41, which is now Dwelling Unit No. 41A. Dwelling Unit No. 40 was deleted from the Project.

(7) Dwelling Unit Nos. 47-1 and 47-2. A portion of Dwelling Unit No. 47-2 was merged into Dwelling Unit No. 47-1. A portion of Dwelling Unit No. 47-1, and a portion of the Common Element bordering Dwelling Unit No. 47-2, was merged into Dwelling Unit No. 47-2. Dwelling Unit Nos. 47-1 and 47-2 are now Dwelling Unit Nos. 47A and 47B, respectively.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

b. Re-Designation of Certain Reserve Units as Dwelling Units. In place of Unit Nos. 2, 4, 9, 31, 36-2 and 40, which have been deleted from the Project as described in Item 1.a above, Reserve Unit Nos. 101, 102, 105, 107, 109, and 110 have been re-designated as Dwelling Units in order to maintain the Project's total Dwelling Unit count at 66 units as required by the City's Building Department. As a result, there is now a total of 72 Units in the Project, consisting of 66 Dwelling Units, four Reserve Units (Unit Nos. 103, 104, 106 and 108), one Agricultural Unit and one Commercial Unit. The re-designated Dwelling Units are set forth in Exhibit C attached to the Second Amendment.

c. Common Interests. Pursuant to the Developer's reserved right to assign and/or revise any Common Interests appurtenant to any Units in the Project that Developer owns, as set forth in Section 20.7 of the Declaration, in accordance with the consolidation, reconfiguration and deletion of the Dwelling Units described in Item 1.a. above and to maintain the Project's total Common Interests at 100%, the Common Interests appurtenant to the deleted Dwelling Units (specifically, Unit Nos. 2, 4, 9, 31, 36-2 and 40) were transferred to Unit No. 103, which is owned by the Developer. The Common Interest appurtenant to Unit No. 103 is now 0.001800%, as shown on Exhibit C-1 attached to the Second Amendment.

d. Designation of Temporary Structures and Temporary Structure Easement Areas. As described in Section 1.3 of the Second Amendment, five (5) existing structures that were originally intended to be relocated or demolished will remain in place, in all cases, for a period not to exceed sixty-six (66) months following the date on which the Second Amendment was recorded in the Land Court. The existing structures are designated as "Temporary Structures" and labeled "A" through "E" on Sheets 3c and 3d of the amended Condominium Map. These Temporary Structures shall be Limited Common Elements appurtenant to Unit No. 103 during the 66-month period. As the owner of Unit No. 103, the Developer shall be obligated to demolish or remove the Temporary Structures on or before the last day of the 66-month period. To facilitate demolition and removal, the areas immediately surrounding the Temporary Structures have been designated as "Temporary Structure Easement Areas," labeled "A" through "E" on Sheets 3c and 3d dated April 9, 2010 of the Condominium Map, and shall also be Limited Common Elements appurtenant to Unit No. 103 throughout the 66-month period. The Temporary Structure Easement Areas are reserved as exclusive easement areas for the Developer to maintain, operate, repair, rehabilitate, improve, remove, transport and/or demolish the Temporary Structures located therein. Upon the expiration of the 66-month period, the Temporary Structure Easement Areas and all of Developer's rights in connection therewith, as well as the Temporary Structures themselves, shall automatically cease to be limited common elements appurtenant to Unit No. 103, without further act or notice.

e. Dwelling Unit Nos. 55 and 56. The boundary line between Dwelling Unit Nos. 55 and 56 has been adjusted and is reflected on Sheets 3a and 3b dated March 24, 2010 of the Condominium Map. The revised areas for these Units are reflected on Exhibit C attached to the Second Amendment. Notwithstanding the revised land areas, the respective Common Interests appurtenant to Dwelling Units 55 and 56 shall remain the same.

f. Amendment of Condominium Map. The Condominium Map was amended to (i) delete Sheets 1a, 3a and 3b, dated December 28, 2009, (ii) add in their place Sheets 1a, 3a and 3b dated March 24, 2010, and (iii) add Sheets 3c and 3d dated April 9, 2010, copies of which were recorded concurrently with the Second Amendment, together with a surveyor's certification regarding the amended sheets pursuant to Section 514B-34 of the Act.

2. Project Rules and Design Guidelines. The Developer has adopted the Project Rules and Design Guidelines for the Project, as of April 21, 2010. Section 3.5.2 on page 3-16 of the Design Guidelines has been revised to allow Dwelling Unit Nos. 60 to 64 to raise their floors up to a maximum of 5 feet above ground level to address the potential for flooding in this area of the Camp, on the condition that no portion of any of the structures in these Units may exceed 23 feet in height. Any such modifications remain subject to prior review and approval by the Design Review Committee. Copies of the adopted Project Rules and Design Guidelines are on file with the Real Estate Commission and may be obtained from the Project's sales office.

3. Revisions to Developer's Public Report. In accordance with the Second Amendment, the following revisions have been made to the Public Report:

a. Section 1.3 on Page 3 and Section 1.13 on Page 6 have been revised to reflect the reduction in the number of Reserve Units from ten (10) Reserve Units to four (4) Reserve Units, in accordance with the re-designation of six Reserve Units to Dwelling Units, and the corresponding reduction in total Units of the Project from seventy-eight (78) to seventy-two (72).

b. Section 3.1 on Page 10 has been updated to reflect the recording information for the Second Amendment.

c. Section 3.4 on Page 11 has been updated to reflect the date of adoption of the Project Rules.

d. Section 5.5 on Page 14 has been revised to describe Developer's obligation to demolish or relocate the Temporary Structures within sixty-six (66) months from the date the Second Amendment is recorded.

e. Exhibit A to the Public Report has been revised to reflect the merging and deletion of Dwelling Units, and the re-designation of Reserve Units as Dwelling Units, as described in Item 1 above, as well as to include the revised Unit areas for Dwelling Unit Nos. 55 and 56, and the updated Common Interest for Unit No. 103.

f. Exhibit D to the Public Report has been revised to include the Temporary Structures and the Temporary Structure Easement Areas as Limited Common Elements appurtenant to Unit No. 103.

g. Exhibit F to the Public Report has been revised to update the list of encumbrances against title to the Project.

h. Exhibit H to the Public Report has been revised to refer to Sheets 3a and 3b dated March 24, 2010 of the Condominium Map recorded concurrently with the Second Amendment.

Note: Pursuant to Section 5.7 on page 16 of this Public Report, purchasers are entitled to amendments of any documents given to them earlier by the Developer or its sales agent. Ask for them if you do not receive them.

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 16
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: Description of Units and Common Interests
EXHIBIT B: Boundaries of the Units
EXHIBIT C: Permitted Alterations to the Units
EXHIBIT D: Common Elements and Limited Common Elements
EXHIBIT E: Special Use Restrictions
EXHIBIT F: Encumbrances Against Title
EXHIBIT G: Developer's Statements Regarding Existing Structures Within Units and Verified Statement From County Official; Statement Regarding Project in Agricultural District
EXHIBIT H: Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents
EXHIBIT I: Estimate of Initial Maintenance Fees
EXHIBIT J: Summary of Sales Contract Provisions
EXHIBIT K: Summary of Escrow Agreement Provisions

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	n/a
Address of Project	71-045 Kamehameha Highway, Wahiawa, Hawaii 96786
Address of Project is expected to change because	Either a Unit already has its own street address, or may be assigned a new street address
Tax Map Key (TMK)	(1) 7-1-001-011, 030 and 031
Tax Map Key is expected to change because	CPR numbers will be assigned to individual units
Land Area	91.687 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	n/a

1.2 Buildings and Other Improvements

Number of Buildings	64 farm dwellings (which include two duplex dwellings); 1 town hall; and 2 agricultural warehouses
Floors Per Building	One
Number of New Building(s)	None (See Item 4 on page 1a regarding the relocation of certain dwellings)
Number of Converted Building(s)	64 farm dwellings (2 of which are currently duplex dwelling structures)
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Metal, wood and concrete

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
Dwelling	66	See Exhibit A.				
Agricultural	1					
Commercial	1					
Reserve	4					
See Exhibit A.						

72	**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.*

*The areas described in Exhibit A are land areas, rather than net living areas, of the spatial Units.

1.4 Parking Stalls

Total Parking Stalls in the Project:	At least 188 stalls
Number of Guest Stalls in the Project:	At least 56 guest stalls
Number of Parking Stalls Assigned to Each Unit:	At least 2 stalls per Dwelling Unit
Attach Exhibit _*__ 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). *Each Unit has ample space for parking at least two (2) vehicles within its land area.	
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: The Units are spatial units enclosed by (i) imaginary vertical planes rising from the perimeter boundaries of such Units, (ii) an imaginary horizontal plane which is twenty (20) feet below the unfinished surface of the ground area within such Units, (iii) an imaginary horizontal plane which is thirty (30) feet above the unfinished surface of the ground area within such Units, and (iv) imaginary vertical planes which link the horizontal planes described in (ii) and (iii) above, all as shown on the Condominium Map.

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 _A_.
As follows:

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

☐	Swimming pool
☐	Laundry Area
☒	Storage Area: Sheds and facilities located in common element areas (reserved for the owners and occupants of the Dwelling Units)
☐	Tennis Court
☒	Recreation Area: Baseball field and basketball court (reserved for the owners and occupants of the Dwelling Units)
☐	Trash Chute/Enclosure(s)
☐	Exercise Room
☐	Security Gate
☐	Playground
☒	Other (describe): Town Hall and Garden Areas (reserved for the owners and occupants of the Dwelling Units)

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, as set forth below.
Described in Exhibit __D__.
Described as follows:

Common Element	Number
Elevators	0
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 __D__.
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 Bylaws and the Project Rules.
☐	Number of Occupants:
☐	Other:
☐	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 __F__ describes the encumbrances against title contained in the title report described below.
Date of the title report: May 10, 2010
Company that issued the title report: Title Guaranty of Hawaii, 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		☐Yes ☐ No	
☒	Commercial	2	☒Yes ☐ No	AG-1 Restricted Agricultural District
☐	Mix Residential/Commercial		☐ Yes ☐ No	
☐	Hotel		☐ Yes ☐ No	
☐	Timeshare		☐ Yes ☐ No	
☐	Ohana		☐ Yes ☐ No	
☐	Industrial		☐ Yes ☐ No	
☒	Agricultural	66	☒ Yes ☐ No	AG-1 Restricted Agricultural District
☐	Recreational		☐ Yes ☐ No	
☒	Other (specify): Reserve (for relocation of certain units; preservation of open space)	4	☒ Yes ☐ No	AG-1 Restricted Agricultural District

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.	Variance No. 2007/VAR62-A was granted by the Building Department on August 25, 2008 to allow current zoning and building code deficiencies to continue. The Variance permits (a) the Project to exceed the maximum number of Dwelling Units permitted on a single AG-1 zoning lot, (b) the nonconforming Dwelling Units to exceed the maximum allowable FDA, and (c) retention of the Town Hall as a meeting facility.

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:
If any of the farm dwelling structures or other Project buildings or structures are damaged or destroyed and require repair and/or reconstruction, all such work will no longer be covered by the Variance and shall be performed by the Unit owner(s) in accordance with the then-current building code and zoning. Also, see Exhibit G.

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: *Although the Dwelling Units are spatial units, Developer's statements address the existing farm dwelling structures within such Units and other existing buildings within the Project. See Exhibit G (Exhibits 9 to 12 attached thereto).	
Developer's statement of the expected useful life of each item reported above: Based on its consultants' reports (See Exhibit G and Exhibits 9 to 12 attached thereto), the Developer states that the units are in generally poor condition and in need of repairs consistent with their age. No opinion on the useful remaining life for each item is offered but the buildings seem to suit the intended use and expectations of the prospective buyers.	
List of any outstanding notices of uncured violations of any building code or other county regulations: N/A.	
Estimated cost of curing any violations described above: N/A.	

Verified Statement from a County Official
Regarding any converted structures in the project, attached as Exhibit 3-B to Exhibit G 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: See Exhibit G (and Exhibit 3-B referenced therein), which says that the Project, containing 62 single-family dwellings and two two-family dwellings and various accessory structures with 132 off-street parking spaces, met all applicable code requirements when such dwellings and structures were constructed prior to 1952 on the 91.687-acre AG-1 Restricted Agricultural District zoned lot.

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 *As permitted under the Variance. See Exhibit G. 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 *As permitted under the Variance See Exhibit G. If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.	
Other disclosures and information: The subject property is within the State Land Use Agricultural District and is zoned AG-1 Restricted Agricultural district by the City and County of Honolulu. "Farm dwellings" and other structures appropriate for agricultural uses are permitted, subject to specific use restrictions in the agricultural zones. See Exhibit G for more detail.	

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	Name: HIDC Poamoho Camp, Inc., a Hawaii corporation Business Address: 931 University Avenue, Suite 105 Honolulu, HI 96826 Business Phone Number: (808) 951-8976 E-mail Address: peters@hihltd.com
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).	Peter Savio – President, Vice-President, Treasurer, Secretary and Director
2.2 Real Estate Broker	Name: Hawaiian Island Homes, Ltd. Business Address: 931 University Avenue, Suite 207 Honolulu, HI 96826 Business Phone Number: (808) 951-8979 E-mail Address: barryk@hihltd.com
2.3 Escrow Depository	Name: Title Guaranty Escrow Services, Inc. Business Address: 235 Queen Street, 1st Floor Honolulu, HI 96813 Business Phone Number: (808) 532-5155
2.4 General Contractor	Name: N/A Business Address: Business Phone Number:
2.5 Condominium Managing Agent	Name: Hawaiiana Management Company, Ltd. Business Address: 711 Kapiolani Blvd., Ste. 700 Honolulu, HI 96813 Attn: Phyllis Okada Kacher Business Phone Number: (808) 593-9100
2.6 Attorney for Developer	Name: Chun Kerr Dodd Beaman & Wong, LLLP Business Address: 745 Fort Street, 9th Floor Fort Street Tower Honolulu, HI 96813 Attn: Andrew R. Bunn, Esq. Kaleen S. H. Miyasato, Esq. Business Phone Number: (808) 528-8200

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
Land Court	April 21, 2010	3963238

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 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, May 13, 2010	

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	(See p.16, Section 5.7) ☒ April 21, 2010
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 H.

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 _I_ 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 Unit only
☒	Water
☒	Sewer
☒	TV cable
☒	Other (specify): Telephone service

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

☒	Specimen Sales Contract Exhibit _J_ 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: June 3, 2009 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit _K_ contains a summary of the pertinent provisions of the escrow agreement.
☒	Other: Addenda "A" through "E" to the Sales Contract

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 Lien(s) of Developer's Lender	Purchaser's interest is specifically made subject and subordinate to such lien(s). Purchaser's contract may be canceled and Purchaser may lose all rights to acquire the Unit. Foreclosure would terminate Purchaser's interest, and Purchaser will be entitled to refund of all deposits (if any), less escrow costs. Note: At the time of the first conveyance of each Unit, each of Developer's Lender(s)' lien(s) will be paid and satisfied of record, and the Unit being conveyed and its Common Interest will be released from such lien(s).

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: The Developer makes no warranties, express or implied. Existing farm dwellings and all other improvements within the Units are being sold "As-Is".
Appliances: The Developer makes no warranties, express or implied. Each Unit owner will be responsible for obtaining such owner's own appliances to furnish the Unit and for securing any necessary warranties as the Unit owner sees fit.

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

Status of Construction: Certain structures in the Project will be demolished or relocated by Developer for building code violations and/or health and safety reasons, and all demolition or relocation by Developer shall be completed within sixty-six (66) months following the recordation of the Second Amendment to the Declaration.
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: Five (5) years after the closing of the sale of a Dwelling Unit.
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: Five (5) years after the closing of the sale of a Dwelling Unit.

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, Sections 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 (referred to as "Project Rules"). Note: The Poamoho Camp Design Guidelines are attached to the Project Rules as Exhibit A thereto.
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 review 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

a. Water Submeters. The Dwelling Units are connected to the City's Board of Water Supply water system and each Dwelling Unit shall have an individual submeter to measure each household's water consumption. The Dwelling Unit owners shall be responsible for their own water charges based on such meter readings, and shall also be responsible at such owners' individual cost and expense for the maintenance of their water submeters and any required improvements related thereto. The Garden Areas in the Project will also have one or more water meters to measure water used for irrigation purposes in such Garden Areas. Water charges covering each group of Garden Areas shall be divided equally amongst each group of Garden Area licensees by the Managing Agent for the Association. All users of water in the Project shall at all times endeavor to conserve and use available water efficiently so as to maintain adequate water pressure in the Project and for fire safety purposes. See Exhibit G for more details.

b. Wastewater. To the best of Developer's knowledge, the existing farm dwellings located in the Dwelling Units are currently serviced by existing cesspools and/or leach fields. The Dwelling Units are not connected to the City's sewer system and no plans are currently being made by Developer to install such connection. The existing cesspools are grandfathered under current State regulations and will be permitted to remain open by the State's Department of Health. If, however, a Dwelling Unit owner undertakes any significant renovation or reconstruction work on, in or about such owner's farm dwelling, the owner will be required to locate and cause the closure of the owner's cesspool and install a new, on-site private septic system serving the dwelling in accordance with applicable laws, rules and regulations. Each septic system must be located within the Dwelling Unit's land area, and shall comply with design standards and approval requirements of the Department of Health, which may change from time to time. See Exhibit G for more details.

c. Poamoho Camp Design Guidelines. The Developer has adopted architectural design guidelines entitled "Poamoho Camp Design Guidelines" which shall govern all future repairs and all renovation or reconstruction work on the farm dwelling structures, accessory use structures, and all other Project buildings and structures (the "Design Guidelines"). The Design Guidelines are attached as Exhibit A to the Project Rules. The Design Guidelines interpret and implement the provisions of the Variance by setting forth guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project.

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.**

**except as otherwise disclosed in this report.

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.

HIDC POAMOHO CAMP, INC., a Hawaii corporation
Printed Name of Developer

By: _____ April 29, 2010
Duly Authorized Signatory* Date

Peter Savio, President
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
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 six (6) 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 73,452 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 four (4) 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 73,452 square feet of open land located within the boundaries shown on the Condominium Map.

(c) Reserve Units. The Project originally contained ten Reserve Units. Pursuant to the Second Amendment to the Declaration, six (6) of the Reserve Units have been re-designated as Dwelling Units. The Project now contains four (4) Reserve Units, which are spatial units numbered 103, 104, 106 and 108. These Reserve Units contain land areas ranging between approximately 6,600 and 7,200 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	Unit Type	Existing Unit Land Area* (s.f.)	Proposed / Final Unit Land Area (s.f.)	Common Interest
1.	1	663 Kipuka Dr.	Br	Dwelling	6,523	6,523	1.406500%
2.	3A	665 Kipuka Dr.	I	Dwelling	9,455	9,455	1.545500%
3.	5	666 Kipuka Dr.	I	Dwelling	6,639	6,639	1.406500%
4.	6	673 Kikowaena St.	6	Dwelling	5,040	5,040	1.406500%
5.	7	668 Kipuka Dr.	C	Dwelling	5,749	5,749	1.406500%
6.	8A	672 Kikowaena St.	Cr	Dwelling	6,264	6,264	1.406500%
7.	10	670 Kikowaena St.	Ir	Dwelling	5,005	5,005	1.406500%
8.	11	736 Homohana Rd.	11	Dwelling	21,953	21,953	1.683500%
9.	12	679 Kikowaena St.	B	Dwelling	7,254	9,766**	1.545500%
10.	13	680 Kikowaena St.	B	Dwelling	5,870	5,870	1.406500%
11.	14	681 Kikowaena St.	B	Dwelling	6,050	6,050	1.406500%
12.	15	682 Kikowaena St.	B	Dwelling	5,500	5,500	1.406500%
13.	16	683 Kikowaena St.	B	Dwelling	5,500	5,500	1.406500%
14.	17	684 Kikowaena St.	B	Dwelling	6,160	6,160	1.406500%
15.	18	685 Kikowaena St.	B	Dwelling	6,160	6,160	1.406500%
16.	19	686 Kikowaena St.	A	Dwelling	5,500	5,500	1.406500%
17.	20	687 Kikowaena St.	A	Dwelling	6,050	6,050	1.406500%
18.	21	688 Kikowaena St.	A	Dwelling	5,830	5,830	1.406500%
19.	22	689 Kikowaena St.	A	Dwelling	6,600	9,460**	1.545500%
20.	23	691 Kikowaena St.	23	Dwelling	10,078	10,078	1.683500%
21.	24	692 Kikowaena St.	24	Dwelling	7,879	7,879	1.406500%
22.	25	693 Nui Ave.	25	Dwelling	7,985	7,985	1.406500%
23.	26	695 Kipuka Dr.	C	Dwelling	6,979	6,979	1.406500%
24.	27	696 Kipuka Dr.	C	Dwelling	5,069	5,069	1.406500%
25.	28	697 Kipuka Dr.	C	Dwelling	6,082	6,082	1.406500%
26.	29	700 Kipuka Dr.	I	Dwelling	8,225	8,225	1.545500%
27.	30A	701 Kipuka Dr.	I	Dwelling	6,864	6,864	1.406500%
28.	32A	703 Kipuka Dr.	I	Dwelling	6,580	6,580	1.406500%
29.	33	704 Kipuka Dr.	I	Dwelling	6,225	6,225	1.406500%
30.	34	706 Akau St.	I	Dwelling	7,302	7,302	1.406500%
31.	35A	707 Akau St.	I	Dwelling	7,498	7,498	1.406500%
32.	36A	709 Akau St.	G	Dwelling	8,039	8,039	1.545500%
33.	37	711 Akau St.	I	Dwelling	7,366	7,366	1.406500%
34.	38	713 Akau St.	I	Dwelling	8,653	8,653	1.545500%
35.	39A	714 Akau St.	I	Dwelling	6,831	6,831	1.406500%
36.	41A	716 Akau St.	41	Dwelling	8,073	8,073	1.545500%
37.	42	717 Akau St.	42	Dwelling	8,704	8,704	1.545500%
38.	43	654 Akau St.	H	Dwelling	18,308	18,308	1.683500%
39.	44	653 Akau St.	H	Dwelling	8,011	8,011	1.545500%
40.	45	652 Akau St.	H	Dwelling	7,378	7,378	1.406500%
41.	46	651 Akau St.	46	Dwelling	7,255	7,255	1.406500%

	Unit No.	Street Address	Structure Type	Unit Type	Existing Unit Land Area* (s.f.)	Proposed / Final Unit Land Area (s.f.)	Common Interest
42.	47A	650-A Akau St.	G	Dwelling	8,136	8,136	1.406500%
43.	47B	650-B Akau St.	G	Dwelling	7,782	7,782	1.406500%
44.	48	719 Nui Ave.	D	Dwelling	9,833	18,564**	1.683500%
45.	49	720 Nui Ave.	D	Dwelling	13,821	13,821	1.683500%
46.	50	721 Nui Ave.	D	Dwelling	14,036	14,036	1.683500%
47.	51	722 Nui Ave.	D	Dwelling	13,483	13,483	1.683500%
48.	52	723 Nui Ave.	E	Dwelling	14,186	14,186	1.683500%
49.	53	724 Nui Ave.	E	Dwelling	11,248	11,248	1.683500%
50.	54	725 Nui Ave.	E	Dwelling	15,076	15,076	1.683500%
51.	55	726 Nui Ave.	F	Dwelling	13,147	13,147	1.683500%
52.	56	727 Nui Ave.	F	Dwelling	13,923	13,923	1.683500%
53.	57	728 Nui Ave.	F	Dwelling	12,339	12,339	1.683500%
54.	58	729 Nui Ave.	F	Dwelling	14,396	14,396	1.683500%
55.	59	730 Nui Ave.	E	Dwelling	10,477	10,477	1.683500%
56.	60	731 Nui Ave.	E	Dwelling	16,612	16,612	1.683500%
57.	61	732 Homohana Rd.	Dr	Dwelling	9,125	9,125	1.545500%
58.	62	733 Homohana Rd.	D	Dwelling	11,733	11,733	1.683500%
59.	63	734 Homohana Rd.	Dr	Dwelling	11,170	11,170	1.683500%
60.	64	735 Homohana Rd.	D	Dwelling	11,470	11,470	1.683500%
61.	101	†	N/A	Dwelling	6,668	6,668	1.406500%
62.	102	†	N/A	Dwelling	6,672	6,672	1.406500%
63.	105	†	N/A	Dwelling	10,476	10,476	1.683500%
64.	107	†	N/A	Dwelling	7,200	7,200	1.406500%
65.	109	†	N/A	Dwelling	9,262	9,262	1.545500%
66.	110	†	N/A	Dwelling	8,049	8,049	1.406500%
67.	103	†	N/A	Reserve	6,883	6,883	0.001800%
68.	104	†	N/A	Reserve	6,600	6,600	0.000300%
69.	106	†	N/A	Reserve	7,200	7,200	0.000300%
70.	108	†	N/A	Reserve	6,750	6,750	0.000300%
71.	Agr. Unit	--	--	Agricultural	52.141 acres	52.141 acres	0.049500%
72.	Comm. Unit	--	--	Commercial	70,397	70,397	0.049500%
73.							100.000000%

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.
- † Locations are as noted on the Condominium Map; street address to be determined

EXHIBIT B
BOUNDARIES OF THE UNITS

1. Spatial Unit Boundaries. The boundaries of the Units, which circumscribe the land area of each Unit, are shown on Sheets 1 and 2a of the Condominium Map as dashed lines ("— — —"). The Units are enclosed by (i) imaginary vertical planes rising from the perimeter boundaries of such Units, (ii) an imaginary horizontal plane which is twenty (20) feet below the unfinished surface of the ground area within such Units, (iii) an imaginary horizontal plane which is thirty (30) feet above the unfinished surface of the ground area within such Units, and (iv) imaginary vertical planes which link the horizontal planes described in (ii) and (iii) above, all as shown on the Condominium Map. The Units also include, but are not limited to, all structural improvements such as farm dwellings (with the exception of the Common Elements as defined below), which currently exist or may be hereafter constructed within the Units.

2. Spatial Unit Measurement. The approximate net land areas for the Units as set forth in Exhibit A of this report (and in Exhibit C of the Declaration) are based on measurements taken from the boundary lines shown on Sheets 1 and 2a of the Condominium Map and described above. All net land areas set forth in Exhibit A have also been rounded to the lowest full square foot where the approximation of such land areas exceed a square foot by any fraction of a square foot. For these reasons, the measurements of the net land areas set forth in Exhibit A may not follow the legally designated areas of the Units set forth below, and the net land areas set forth in Exhibit A may be different from the actual land areas of the Units that would result from a survey of the Unit areas.

3. Farm Dwelling Structure Measurement. Each existing farm dwelling shall have the approximate number of rooms, elevations and dimensions as set forth on the Condominium Map. The approximate dimensions of the farm dwellings are based on measurements taken from the undecorated or unfinished interior surface of all perimeter walls as shown on the Condominium Map, except that no reduction has been made to account for interior walls located within the perimeter walls. All dimensions set forth on the Condominium Map are not exact but are approximations based on the floor plans of each farm dwelling type. For these reasons, the dimensions and measurements of the farm dwellings may not follow the legally designated areas of the farm dwellings set forth below, and may be different from the actual floor areas of the farm dwellings as constructed.

4. Improvements within Units. Each Dwelling Unit shall include all structures and improvements within such Dwelling Unit, including the farm dwelling, carports, sheds, walls, ceilings, floors, slabs, foundations, roofs, doors and door frames, window and window frames, supporting beams and fixtures, if any, and all pumps, pipes, conduits, wires and other utility lines running through such Unit, which do not serve or are not utilized by any other Unit. Each Unit shall not be deemed to include any pipes, wires, conduits or other utility lines running over, under or through such Unit, which are utilized by or which serve more than one Unit, the same being deemed Common Elements as hereinafter provided. Due to the age and unique features of each individual farm dwelling and accessory use structures, each such farm dwelling and accessory use structures may have irregularities or features that deviate from the typical configuration shown on the Condominium Map.

EXHIBIT C
PERMITTED ALTERATIONS TO THE UNITS

The Unit owners shall be permitted to demolish, repair, replace, improve, alter, add to, or otherwise modify (collectively, "Modify") their respective Units, subject at all times, however, to the provisions of the Declaration, the Bylaws, the Design Guidelines, the Variance, the Project Rules, and all applicable laws, statutes, regulations, rules, and/or ordinances (collectively, "Applicable Laws"). Section 25 of the Declaration describes permitted Modifications to the Units by the Unit owners, and provides in part:

> 25.1. Modification of Dwelling Units. Pursuant to the Design Guidelines, all Modifications to the farm dwellings and improvements within a Dwelling Unit shall, to the furthest extent possible, incorporate the Project's existing architecture, built environment and character to preserve the Project's original appearance and historic agricultural features.
>
> (a) Interior Modifications. Each Dwelling Unit owner shall be permitted, at any time and from time to time, at such owner's sole cost and expense, to maintain, rehabilitate, renovate, reconstruct, and/or otherwise Modify the interior of such owner's farm dwelling and other structures within the Unit without the prior written consent of the Board of Directors; provided, however, that all such maintenance, rehabilitation, renovation, reconstruction, and/or Modifications shall comply with the Design Guidelines, and shall be performed in accordance with all requirements of the Variance, this Declaration and the Bylaws, any easements in favor of the Association and all Applicable Laws including applicable codes or regulations of the Building Department.
>
> (b) Exterior and Structural Modifications. Each Dwelling Unit owner shall be permitted to make exterior and/or structural Modifications to the farm dwellings and other structures within the Unit by removing, renovating, replacing, altering, or demolishing any physical structures that are constructed or installed within such Unit, and/or constructing additional improvements within the Unit; provided, however, that such Modifications (i) shall be made at such owner's sole cost and expense, (ii) shall be in compliance with this Declaration, and (iii) shall be in compliance with the Design Guidelines, including prior consultation with and written consent of the Design Review Committee. The selection of members of the "**Design Review Committee**," as well as policies and procedures of governance shall be set forth in the Design Guidelines and/or the Bylaws. All exterior and structural Modifications shall also be subject to the Variance, the Bylaws, the Design Guidelines, Applicable Laws, and any easements in favor of the Association. Such Modifications may include the removal and/or relocation of the improvements described above and/or the construction of new improvements within the perimeter of the Unit.

25.2 Modification of Non-Residential Units. Each of the owners of the Non-Residential Units shall be permitted to Modify the improvements within their respective Units; provided, however, that the plans and specifications for any removal, demolition, alteration or construction shall be in compliance with the Design Guidelines, the Variance, and all requirements of Applicable Law, any easements in favor of the Association, and this Declaration. All Modifications shall be made at the Unit owner's sole cost and expense and in accordance with the prior consultation with and written consent of the Design Review Committee.

. . .

25.4 Design Control. In addition to any terms and conditions set forth in the Design Guidelines, the following shall control any Modification to the Units:

. . .

(c) Restrictions on Modifications. Notwithstanding the foregoing provisions of this Section 25, no owner shall undertake any Modifications to any portion of a Unit, including the structure of any Unit, without in each such case obtaining the prior written consent of the Board of Directors, if such Modifications will violate the terms and conditions of the Variance, the Design Guidelines, any Building Code requirements, or any Applicable Law, including, without limitation, HRS Chapter 6E, as amended, regarding historic preservation and historic structures.

EXHIBIT D
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. Common Elements. Pursuant to Section 5 of the Declaration, the Common Elements include, without limitation, the following:

a. To the extent not part of a Unit, the Land in fee simple.

b. The air and areas above the Units, and above the portions of the Project on which a Unit is not situated.

c. All improved and unimproved private Project roadways that are used jointly by all Unit owners and their occupants, lessees, licensees, employees, and invitees, including that portion of Nui Road (referred to in the Declaration as "Nui Avenue (Cane)") that is not located within the Agricultural Unit, and all roadway improvements and traffic and Project identification signs.

d. Any water pumps, spigots, well facilities and water tanks, water lines, all sewer lines (if any), electrical equipment, wiring, utility yards and equipment, telephone poles and power poles, streetlights, fire hydrants, drainage pipelines, culverts and ditches, utility poles and transmission lines, and other central and appurtenant transmission facilities installed or to be installed on, over, under and across the Project that service more than one Unit, whether or not located within any particular Unit (collectively, "**Utility Infrastructure**") for services such as but not limited to electricity, water, gas, sewer, telephone, radio, television and cable television signal distribution.

e. All open land areas, landscaping, yards, grounds, trees, gardens, fences and other facilities not located within a Unit.

f. Unless and until such areas are redesignated as part of a Dwelling Unit as described in Section 4.1 of the Declaration, the three (3) land areas adjacent to Unit Nos. 12, 22 and 48 as shown on the Condominium Map ("**Expansion Areas**").

g. The Community Carports and the parking stalls located therein, the parking areas located along the northern side of Nui Avenue (Camp) and at the corner of Nui Avenue (Camp) and Kipuka Drive, all as shown on the Condominium Map, and any other parking areas and related improvements not located within any Unit.

h. Any natural or concrete drainage ditches and culverts, irrigation ditches, canals, swales, berms, flumes, trails, any trees and other landscaping not located within any particular Unit or its appurtenant Limited Common Elements.

i. Certain parts and portions of the Common Elements have been set aside as "**Limited Common Elements**," which constitute a subset of the Project's Common Elements.

2. Limited Common Elements. Pursuant to Section 6 of the Declaration, certain parts of the Common Elements are set aside and reserved for the exclusive use and enjoyment of certain Units as "Limited Common Elements" appurtenant thereto, and such Units shall have exclusive easements for the use of such Limited Common Elements. The Limited Common Elements so set aside and reserved include, but are not limited to, the following:

a. The basketball court, the baseball field, backstops, all storage facilities and sheds located in the Common Element areas not serving any particular Unit, and the community building identified as Building 201 on the Condominium Map (the "**Town Hall**"), shall be appurtenant to and reserved for the exclusive use of the owners and occupants of the Dwelling Units.

b. The separate land areas (each, a "**Garden Area**") numbered "1" through "67," delineated by dashed boundary lines ("— — —") on Sheet 1 of the Condominium Map, will serve as garden plots available for use by owners subject to the discretion of the Board, and shall be appurtenant to and reserved for the exclusive use of the owners and occupants of the Dwelling Units.

c. The cesspool, if any, exclusively serving a farm dwelling shall be appurtenant to and for the exclusive use of the Dwelling Unit in which such farm dwelling is located.

d. The Common Elements of the Project which are rationally related to less than all of said Units shall be limited to the use of such Units to which such Common Elements are appurtenant.

e. Limited Common Elements Appurtenant to Unit No. 103. Pursuant to the Second Amendment to the Declaration, notwithstanding the fact that they may be located within or upon the area of other Units, the Temporary Structures and the Temporary Structure Easement Areas designated and shown on Sheets 3c and 3d of the Condominium Map, shall be Limited Common Elements appurtenant to Unit No. 103 for a period of sixty-six (66) months from the date the Second Amendment is recorded in the Land Court.

EXHIBIT E
SPECIAL USE RESTRICTIONS

The Units and the Project are subject to various restrictions on use, as set forth in the Declaration, including, but not limited to, the following:

1. Permitted Uses: Dwelling Units. Subject to the provisions of the Declaration, the Dwelling Units shall at all times be occupied and used only for residential purposes and for no other purpose, and no Dwelling Unit shall be used as a tenement or rooming house or for or in connection with the carrying on of any business, trade or profession whatsoever. The Dwelling Units shall not be rented for transient or hotel purposes, and shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-share purpose or under any time-sharing plan, arrangement or program, including, without limitation, any so-called "vacation license", "travel club membership" or "time interval ownership" arrangement. The Dwelling Unit owners shall otherwise have the right to rent or lease their Dwelling Units.

2. Permitted Uses: Non-Residential Units.

2.1 Agricultural Unit. The Agricultural Unit shall at all times be used solely for agricultural uses, including, but not limited to, all activities incidental to the planting, farming, harvesting and processing of agricultural and aquacultural products and by-products, so long as such use is permitted by all Applicable Laws and does not interfere with the use by other Unit owners of the Common Elements or the Limited Common Elements appurtenant to such Units. The Agricultural Unit owner shall be permitted to add to, alter or otherwise construct improvements in the Agricultural Unit, which shall be limited to agricultural buildings and/or agricultural and aquacultural accessory use structures. Without limitation to the foregoing, the Agricultural Unit may also be used for the research and development of algae, operation of an algae growing facility, and development and use of accessory buildings and improvements incidental thereto.

(i) Developer intends to enter or has entered into an agricultural ground lease for the Agricultural Unit with Phycal Hawaii R & D LLC ("**Phycal**"), as lessee (the "**Phycal Lease**"). Phycal intends to use the Agricultural Unit for algae-related research and development, construction and operation of an algae growing facility and an algae processing plant, and for construction, maintenance and operation of accessory buildings and improvements incidental thereto.

(ii) Pursuant to Developer's reserved rights under the Phycal Lease, Developer has withdrawn a twenty (20) acre portion of land from the Agricultural Unit land area, together with all right, title and interests appurtenant to such portion of land, including without limitation, access to and use of the agricultural warehouses within the Agricultural Unit and the water allocated thereto. Developer intends to enter or has entered into an agricultural ground lease for the 20-acre portion of the Agricultural Unit with Hawaii Fresh Produce Company, Inc. ("**HFPC**"), as lessee (the "**HFPC Lease**"). HFPC intends to use the 20-acre portion of the

Agricultural Unit for planting, growing, and harvesting of potatoes or such other agricultural products, and for accessory buildings and improvements incidental thereto.

(iii) The Association shall be obligated to accept Developer's conveyance of the Agricultural Unit to the Association subject to all permitted and existing encumbrances against title to such Unit, including the Phycal Lease and the HFPC Lease, or any lease which is substantially similar to the Phycal Lease or HFPC Lease. The foregoing shall not be construed as a promise, or warranty or guaranty of Developer of such Lease or any lease of the Agricultural Unit.

2.2 Commercial Unit. The Commercial Unit shall at all times be used for agricultural and agribusiness activities, which may include, but not be limited to, the construction and operation of a farm produce stand, a plantation museum or such other use as permitted by law, subject to all provisions of this Declaration, the Bylaws, the Variance, the Act, any Project Rules, and Applicable Law. In the event that a retail produce and farm products stand is developed within the Commercial Unit, retail activities shall be conducted pursuant to the requirements of the LUO and Applicable Law, including but not limited to Section 21-5.10A of the LUO. The Association shall be obligated to accept Developer's conveyance of the Commercial Unit to the Association subject to all permitted and existing encumbrances against title to such Unit, including any leases.

2.3 Reserve Units. The Reserve Units shall be held in reserve by Developer, and to the extent not redesignated by Developer pursuant to Section 20.2 of the Declaration, upon assignment and/or conveyance from Developer to the Association, by the Association for the purposes set forth in Section 25.7 of the Declaration.

3. Permitted Uses: Garden Areas.

3.1 The Garden Areas are Common Element areas under the management and control of the Association, by and through the Board. The Board of Directors may license or otherwise permit the use of the Garden Areas to interested Garden Area Licensees and on such terms and conditions to be determined in the Board's reasonable discretion, subject to additional rules and regulations as may be set forth in the Project Rules and, at the election of the Board, for a fee. The Garden Areas shall be restricted to agricultural and gardening use, including activities incidental to the planting, farming and harvesting of garden products, which may from time to time cause noise, smoke, dust, odor, chemicals, vibration, and other nuisances discharged or emitted over and upon the Project. All such activities shall be subject to Applicable Laws and the Project Rules with respect to the same. Garden Area Licensees shall not construct, add or alter any improvements, buildings or accessory use structures within the Garden Areas, including sheds, without the prior written consent of the Board of Directors.

4. Poamoho Stream. The northern boundary of the Land is bordered by Poamoho Stream. All Unit owners, occupants, lessees, licensees, tenants, guests and invitees (collectively, "**Project Users**"), in the use of the Project and the Common Elements for agricultural purposes, shall employ prudent standards and approved practices prevailing in the State of Hawaii as

applicable to the permitted uses of the Project. All Project Users shall at all times take all steps reasonably necessary to assure against any damage, alteration or pollution to Poamoho Stream, or any other water sources, natural resources and to persons and crops on lands within, adjacent to or near the Project.

5. Prohibited Structural and Exterior Cosmetic Alterations. Except as otherwise specifically provided in the Declaration, the Bylaws or the Design Guidelines, a Unit owner shall not, without the prior written consent of the Project's Design Review Committee, make any material structural or cosmetic alterations of or any additions to the exterior of a Unit (including facades, entries, finishes, doors, windows, roofs and wall colors), or to any other portion or portions of the Limited Common Elements appurtenant thereto or to the Common Elements unless otherwise specifically permitted in the Declaration, the Bylaws or the Design Guidelines, and as permitted by Applicable Laws. The planting of crops and installation of fences and other agricultural fixtures and equipment in the ordinary course of any permitted agricultural or aquacultural activities shall not be considered a material alteration to the Agricultural Unit.

6. Drainage. No Unit owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal drainage of the Land or within any Common Element or area designated by the Association as a drainage easement, including without limitation, the Drainage System. For the purpose hereof, "normal drainage" is defined as the drainage that exists at the time the Units or Common Elements, or portions thereof, as the case may be, is or are conveyed to an owner or the Association by Developer. Normal drainage may include drainage from Common Element areas or other property across any Land area or other Limited Common Element area.

7. No Representations or Warranties. Developer makes no representations or warranties, express or implied, with respect to any of the foregoing uses, and each Unit owner is responsible for complying with all Applicable Laws and the terms and conditions of the Variance, and for otherwise obtaining all necessary permits and approvals required to maintain such uses and structures.

EXHIBIT F
ENCUMBRANCES AGAINST TITLE

The encumbrances against title appearing in the Preliminary Report dated May 10, 2010 ("Title Report") prepared by Title Guaranty of Hawaii, Inc. are described below.

1. Real Property Taxes, if any, that may be due and owing. For further information, check with the County Tax Assessor.

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. Easement "J" (10 feet wide) for underground communication lines, as shown on Map 20 (amended), as set forth by (a) Land Court Order No. 22155, filed January 16, 1964, and (b) Land Court Order No. 22826, filed February 13, 1964.

4. LEASE OF EASEMENT in favor of 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 as Land Court Document No. 607320; granting a right and easement for wire lines and cables over, under and across said Easement "J", for a term commencing with the date thereof 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.

   -NOTE:- 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 : August 8, 2005
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 21-5.380 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 premises described herein, besides other premises

14. FINANCING STATEMENT

DEBTOR	: HIDC POAMOHO CAMP, INC., a Hawaii corporation
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 FOR "POAMOHO CAMP" CONDOMINIUM PROJECT

DATED : October 9, 2009
FILED : Land Court Document No. 3923048
MAP : 2029 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, filed as Land Court Document No. 3932236.

16. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS 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.

-Note:- Since the issuance of the Title Report, Developer represents that the following instrument has been recorded in the Land Court:

INSTRUMENT	:	Second Amendment to Declaration of Condominium Property Regime of "Poamoho Camp" Condominium Project
DATED	:	April 21, 2010
FILED	:	Land Court Document No. 3963238

EXHIBIT G
DEVELOPER'S STATEMENTS REGARDING EXISTING STRUCTURES WITHIN THE UNITS

HIDC Poamoho Camp, Inc., a Hawaii corporation (the "**Developer**"), is the Developer of the Poamoho Camp condominium project (the "**Project**"), and makes the following disclosure statements regarding the legal status of the Project, including descriptions of the Common Elements, Limited Common Elements and all Units therein. This disclosure is made as of the date the Project was created by the recordation of the Declaration of Condominium Property Regime ("**Declaration**") and the Condominium Map ("**Condominium Map**") in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**"). This disclosure also describes the physical condition of the Project as of the date hereof.

The numerical exhibits referred to in this Exhibit G and listed on page 14 hereof are not attached but are on file with the Real Estate Commission, and are available to prospective purchasers upon written request of the Project Broker.

1. **Project Information**. Poamoho Camp
71-045 Kamehameha Highway
Wahiawa, Hawaii 96786
TMK Nos. (1) 7-1-001-011, 030 and 031

2. **Developer Information**. HIDC Poamoho Camp, Inc.
931 University Avenue, Suite 105
Honolulu, Hawaii 96826
(808) 951-8976

3. **Managing Agent**. Hawaiiana Management Co., Ltd.
711 Kapiolani Boulevard, Suite 700
Honolulu, Hawaii 96813
(808) 593-9100

4. **Project Broker**. Hawaiian Island Homes Ltd.
931 University Avenue, Suite 207
Honolulu, Hawaii 96826
(808) 951-8979

5. **Maintenance Fees**. The breakdown of the estimated annual and monthly maintenance fees for each Unit is set forth in Exhibit I attached to this Public Report. Generally, the monthly maintenance fee estimate is a projection of what individual Unit owners will be required to contribute toward the maintenance and upkeep of the Project and the Common Elements on a monthly basis. Such estimates are based in part upon an analysis of the physical and financial status of the Project set forth in that certain 2009 Reserve Study for Poamoho Camp dated September 23, 2009, prepared by Armstrong Consulting, Inc., referenced herein as **Exhibit 1** (the "**Reserve Study**"). The Developer advises that maintenance fees are difficult to estimate prior to actual operation of the Project. Even if maintenance fees have been accurately estimated, such fees will tend to increase in an inflationary economy and as Project improvements, such as the Project roadways, age. The initial estimated annual and monthly maintenance fees for each Unit are based on the latest information available to the Developer and the Association, and are subject to revision based on actual costs for items enumerated. Maintenance fees may be adjusted depending on any services that may be requested by Unit owners and implemented by

the Association. Each buyer should check the initial maintenance fee schedule in Exhibit I of this report to understand the costs and services that are included in each monthly maintenance fee payment.

6. **Description of Project and Location.**

6.1. Overview. The Project consists of approximately 91.687 acres of agricultural land located north of the town of Wahiawa in central Oahu. The residential portion of the site is known as Poamoho Camp, which includes rural, plantation-style housing serving as home to a community of former plantation workers and their families. Many of the structures within Poamoho Camp were constructed in the 1930s prior to the enactment of any building codes or zoning ordinances by the City and County of Honolulu (the "**City**"). Over the years, Poamoho Camp has retained its rural character and plantation ambiance with many of its original plantation houses, community buildings and open recreational and farming areas still in place. To allow the preservation of the Camp and its historic structures, and to permit the long-time residents to become owners of their respective farm dwellings, on August 25, 2008, the City's Department of Planning and Permitting (the "**Building Department**") granted a variance covering the Project on August 25, 2008 (the "**Variance**"). The Variance is referenced herein as **Exhibit 2** and is described in further detail in Section 8.3 below.

6.2. Units.

a. Dwelling Units. The Project has sixty-six (66) spatial condominium units (the "**Dwelling Units**"). The Dwelling Units include within their respective boundaries all existing improvements located therein, such as farm dwelling structures and accessory use structures, such as utility sheds and carports. The Dwelling Units are shown on the Condominium Map by their respective boundaries, which circumscribe the land areas of such Units, and are shown on the Condominium Map as dashed lines ("— — —").

b. Non-Residential Units. The Project has six (6) non-residential units which are spatial condominium units (the "**Non-Residential Units**"). The Non-Residential Units include an Agricultural Unit (the "**Agricultural Unit**") and a Commercial Unit (the "**Commercial Unit**"). The four (4) 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**"). The Dwelling Units and the Non-Residential Units are collectively referred to herein as the "**Units**".

c. Spatial Unit Boundaries. The boundaries of the Units, which circumscribe the land area of each Unit, are shown on Sheets 1 and 2a of the Condominium Map as dashed lines ("— — —"). The Units are enclosed by (i) imaginary vertical planes rising from the perimeter boundaries of such Units, (ii) an imaginary horizontal plane which is twenty (20) feet below the unfinished surface of the ground area within such Units, (iii) an imaginary horizontal plane which is thirty (30) feet above the unfinished surface of the ground area within such Units, and (iv) imaginary vertical planes which link the horizontal planes described in (ii) and (iii) above, all as shown on the Condominium Map. The Units also include, but are not limited to, all structural improvements such as farm dwellings (with the exception of the Common Elements), which currently exist or may be hereafter constructed within the Units.

6.3. Common Elements and Limited Common Elements.

a. The Project's Common Elements include, but are not limited to, the Project roadways; the Community Carports and parking stalls located and in Common Element areas not located within any Unit; the Expansion Areas; all open land areas, landscaping, yards, grounds, trees, gardens, fences and other facilities; all natural and concrete drainage ditches and culverts, irrigation ditches, swales, berms, flumes and trails not located within any particular Unit; any trees and other landscaping located on the common areas of the Project and not located on any Limited Common Element areas; any water pumps, pipelines, wells and water tanks; sewer lines, electrical equipment, wiring, utility yards and equipment; and pipes and other central and appurtenant transmission facilities to be installed on, over, under and across the Project which serve more than one Unit for services such as but not limited to electricity, water, gas, sewer, telephone, radio, television and cable television signal distribution.

b. Limited Common Elements.

i. The Project's Limited Common Elements include, but are not limited to, the basketball court, the baseball field, backstops, all storage facilities and sheds, and the community building (the "**Town Hall**"), all of which are reserved for the exclusive use of the Project's residents; the Garden Areas serving as garden plots reserved for the exclusive use of the Project's residents; and the cesspool (if any) exclusively serving a farm dwelling within a Dwelling Unit reserved for the exclusive use of such Dwelling Unit.

ii. As set forth in the Second Amendment to the Declaration, notwithstanding the fact that they may be located within or upon the area of other Units, the Temporary Structures and the Temporary Structure Easement Areas shown on Sheets 3c and 3d dated April 9, 2010 of the Condominium Map, shall be Limited Common Elements of the Project appurtenant to Unit No. 103 for a period of sixty-six (66) months from the date the Second Amendment is recorded in the Land Court.

6.4. Project Roadways and Parking.

a. Project Roadways. The Project roadways include Nui Avenue, Kipuka Drive, Kikowaena Street, Homohana Road, and Akau Street (collectively, the "**Project roadways**"). A portion of Nui Avenue is comprised of the cane haul dirt road located within the boundaries of the Agricultural Unit, which is referred to as "**Nui Avenue (Cane)**", and a portion of Nui Avenue is comprised of the remaining portion of the roadway located outside the boundaries of the Agricultural Unit and within the residential area of the Project serving the Dwelling Units, which is referred to as "**Nui Avenue (Camp)**".

b. Parking. Residents of the Project shall have the exclusive use of any parking areas, parking stalls or carports located within their respective Unit areas. There are seven (7) Community Carports in the Project in the locations shown on the Condominium Map available for non-exclusive use by Project guests, visitors and invitees ("**Community Carports**"). The Community Carports are unenclosed and have multiple parking spaces for at least four (4) and up to ten (10) cars. Guest parking and parking for residential overflow purposes are available in the Community Carports and other common parking areas. The Board of Directors (the "**Board**") of the Association of Unit Owners of Poamoho Camp (the "**Association**") has the right, in its sole discretion, to determine the rules and regulations for use of the Community Carports and parking areas of the Project, including the right to license, lease and/or otherwise permit, on an exclusive or non-exclusive basis, the use of the carports and common parking stalls.

7. **Existing Project Buildings and Structures.**

7.1. Farm Dwelling Structures within Dwelling Units. The Dwelling Units are comprised of plantation-style homes that typically have single-pitched roofs, raised floors, porch entries, and exterior windows and entry doors trimmed with uniform accent colors. There are various structure types throughout the Project, but the dwelling structures generally include a kitchen, a laundry room, a living room, a bathroom and two or three bedrooms. Many Dwelling Units include smaller accessory use structures that are secondary in relation to the principal dwelling structure such as utility sheds or carports. Due to the age and unique features of the farm dwellings, each dwelling and accessory use structure may have irregularities or features that deviate from the typical configurations shown on the Condominium Map. Each buyer is encouraged to undertake a careful and complete visual inspection of their Unit and dwelling to determine if there are any differences from the standard structure type.

7.2. Non-Residential Buildings and Structures.

a. Town Hall. The Town Hall is a one-story community building with a single-pitched corrugated roof and wood siding located at the north end of Kipuka Drive.

b. Warehouse Buildings and Other Structures. The seven (7) Community Carports are constructed with metal roofing and structural steel. The Project also includes two (2) one-story agricultural warehouses and buildings located on the west end of the Project site. These warehouse buildings are within the Agricultural Unit and will be maintained, repaired, renovated and/or demolished at the discretion of the Agricultural Unit owner or its lessee.

c. Other Existing Project Components. The Project also includes the following existing improvements: the basketball court, which includes the steel basketball backstops, backstop posts and court deck, and related storage facilities and sheds; wood telephone and power poles; traffic and Project identification signs; and the existing Project roadways.

8. **Compliance with Zoning Ordinance and Building Code; Variance.**

8.1. Agricultural District (AG-1).

a. Generally. The Land underlying the Project is zoned as AG-1 Restricted Agricultural District ("**AG-1 District**") under the Land Use Ordinance of the City and County of Honolulu ("**LUO**"). The AG-1 District includes clusters of agricultural structures necessary for farming operations, such as warehouses, interspersed with community gathering places, such as clubhouses, playgrounds, and recreation and sports areas, all located within larger tracts of agricultural lands.

b. Farm Dwelling Areas and Polygons. Under Section 21-5.250(b) of the LUO, farm dwellings and accessory uses associated with such dwellings, must be contained within a "farm dwelling area" footprint ("**FDA**") that does not exceed 5,000 square feet. This allows owners to have farm dwellings with floor areas that are reasonable in size while at the same time preventing suburban development that is unrelated to agricultural uses (for example, so-called "country estates" that are not truly intended for farming use as their principal purpose). If the location of a farm dwelling and its accessory structure or structures is such that the structures cannot stay within a 5,000 square foot FDA, the LUO requires that a polygon be drawn on the Condominium Map to encompass the structures in their entirety. For example, building eaves and overhangs, carports and garages, storage sheds, and other similar structures and improvements must be located completely within the polygon. In this case, Dwelling Unit Nos. 11, 52 and 58 and their respective accessory use structures, as described in the Variance and in Exhibits C-1 to C-3 of the Variance, exceed the 5,000 square foot FDA by 630 to 1,500

square feet, necessitating polygons as shown on the Condominium Map. Any expansions to any of the structures within the polygons must be confined to the limits of the polygons.

c. Deviations from AG-1 Zoning. The Project deviates from current AG-1 zoning due to its insufficient lot area, existing non-conforming dwellings and current unpermitted use, as specified below:

i. The Project lacks 238.3 acres of the minimum 330 acres required for the sixty-six (66) Dwelling Units. In the AG-1 District, each Dwelling Unit is required to have an area of five (5) acres per Unit; in this case, the Project lacks about seventy-two percent (72%) of the required minimum acreage.

ii. As described in Section 8.1.b above, Dwelling Unit Nos. 11, 52 and 58 and their accessory use structures exceed their respective 5,000 square foot FDA by 630 to 1,500 square feet, and require polygons.

iii. The Town Hall, which is used as a meeting facility, is not a permitted use within the AG-1 District.

d. Building Code. The farm dwellings, Project buildings and accessory use structures were built at the time the Camp was established in the 1930s and at various times over the years since then, under codes that have been amended or superseded by current law. The current building code has changed considerably since the time the farm dwellings, Project buildings and accessory use structures were constructed. It is likely that most, if not all, of the existing structures do not meet current code, especially in light of the fact that current design requirements and design loads are significantly higher and more stringent compared to the codes under which the existing structures were built. However, the farm dwellings, Project buildings and accessory structures were presumably legal at the time they were built, and "grandfathered" under current law. Buildings and structures that conformed to applicable building codes and/or zoning ordinances, if any, when they were built, are considered "non-conforming" but legal under current law. This also means, however, that if any of the farm dwellings, Project buildings or accessory use structures are damaged or destroyed, all repair and/or reconstruction work shall be performed by the Unit owner(s) in accordance with current building and zoning codes.

8.2. Variance.

a. Variance No. 2007/VAR-62A. The Variance was granted by the Director of the Department of Planning and Permitting ("**Building Department**") of the City and County of Honolulu ("**City**") on August 25, 2008 to allow the zoning and building code deficiencies described above to continue. Specifically, the Variance permits (i) the Project to exceed the maximum number of Dwelling Units permitted on a single AG-1 zoning lot, (ii) the nonconforming Dwelling Units to exceed the maximum allowable FDA, and (iii) the Town Hall to remain as a meeting facility. By letter dated July 31, 2009 (the "**Confirmation Letter**"), the Building Department has confirmed that, where a dwelling will be relocated and/or replaced as contemplated in the Declaration in an effort to comply with zoning and building codes, the Building Department will allow the existing dwelling to stand until a replacement dwelling is completed in order to allow the residents of an existing dwelling to continue living on the site until the new dwelling is available. After the residents have moved out of the old dwelling, the old dwelling must be demolished. Where a two-family dwelling is being converted to a single-family dwelling, the necessary building permits shall first be obtained to perform such conversion. The Confirmation Letter is referenced herein as **Exhibit 3-A**.

b. Conditions. To address the deviations from AG-1 zoning described above, the Project is subject to the following terms and conditions of the Variance:

i. The Project shall be limited to the sixty-six (66) farm dwellings and the Town Hall, all of which shall be located within the approximately thirty-seven (37) acre portion of the Project site. The Town Hall shall be maintained as an accessory use within the Project.

ii. The Project's approximately fifty-four (54) acres remaining, which are agricultural lands, shall be limited to agricultural use. All rental income from the lease of the Agricultural Unit shall benefit and inure to the Unit owners of the Project.

iii. The three (3) nonconforming Dwelling Units (Dwelling Unit Nos. 11, 52 and 58), shown on Exhibits C-1 to C-3 attached to the Variance, presently exceed their respective 5,000 square foot FDAs by 630 to 1,500 square feet. These Dwelling Units are nonconforming structures that are subject to polygon areas described in the Variance and as shown on the Condominium Map. Any renovations or additions made to these nonconforming Dwelling Units shall be made only within such polygon areas. All other Dwelling Units shall comply with the 5,000 square foot FDA requirement of LUO Section 21-5.250(b).

iv. The Variance may be revoked by DPP when, due to a material change in circumstances, one or more of DPP's findings of hardship set forth in the Variance can no longer be made; or when there is a breach of any of the Variance conditions described above. However, in the event that an amendment becomes necessary, DPP may amend the above conditions for good cause.

c. Design Guidelines. The Developer has adopted architectural design guidelines entitled "Poamoho Camp Design Guidelines" (the "**Design Guidelines**") which shall govern all future repair, renovation and reconstruction work on the Dwelling Units, Project buildings and structures. The Design Guidelines interpret and implement the provisions of the Variance and the LUO by setting forth guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project. The Design Guidelines are attached to the Project Rules as Exhibit A thereto.

8.3. DPP Letter. According to a letter from DPP dated September 18, 2009 (the "**DPP Letter**"), which is referenced herein as **Exhibit 3-B**, investigation revealed that sixty-two (62) one-story single-family detached dwellings and two (2) one-story two-family detached dwellings and various accessory structures with 132 off-street parking spaces met all applicable code requirements when they were constructed prior to 1952 on the 91.687-acre AG-1 Restricted Agricultural District zoned lot. Investigation also revealed the following:

a. On June 20, 1995, a conditional use permit (File No. 95/CUP1-23) was granted with conditions to allow joint development of two lots (1-A-3-C-1-B-1 and 1-A-3-C-1-B-2).

b. On November 2, 1995, approval was granted (File No. 1995(67)) for the subdivision of Lot 1-A-3-C-1-B, as shown on Map 12 of Land Court Application 262, into two lots: Lot 1-A-3-C-1-B-1 of 44.283 acres (remainder area) and Lot 1-A-3-C-1-B-2 of 34.919 acres (Poamoho Camp).

c. On February 15, 2008, approval was granted (File No. 2007/SUB-338) for the consolidation of Lots 1-A-3-C-1-B-1 and 1-A-3-C-1-B-2 of Land Court Application 262, as shown in DPP File No. 1995/SUB-67, into Lot 1000 of 79.202 acres.

d. On August 26, 2008, a conditional use permit (File No. 2007/CUP-143) was granted with conditions to allow the joint development of four adjacent subdivision lots: TMK: 7-1-01:11 (Lot 1-Z-3-C-1-B), TMK: 7-1-01:30 (Lots 1-A-3-C-3-A and 1-A-3-C-3-B), and TMK: 7-1-01:031 (Lot 1-A-3-C-2).

e. On August 25, 2008, a variance was granted (File No. 2007/VAR-62) with conditions to allow (retain) 66 farm dwellings (including the two two-family detached dwellings) and a community building (meeting facility) for a plantation community subdivision, which exceeds the maximum number of farm dwellings permitted on a single AG-1 zoning lot, including some that exceed the maximum "farm dwelling area" (FDA), and a meeting facility which is not a permitted use.

f. One hundred nine (109) of one hundred thirty-two (132) off-street parking spaces are considered nonconforming parking because the parking spaces are unpaved.

g. Unit Nos. 17, 29, 31, 32, 34, 35 and 41 have additions that were constructed without first obtaining building permits.

h. On July 21, 2009, a building permit (No. 644632) was obtained for an addition and alteration to Unit No. 3 (as shown on Exhibits C-1 to C-3 attached to the Variance). This permit is still active.

i. No other variances or permits were granted to allow deviations from any applicable codes.

8.4. Building Code Discrepancies. As noted in Section 8.3.g above, the Building Department Letter notes that Dwelling Unit Nos. 17, 29, 31, 32, 34, 35 and 41 (as shown on Exhibits C-1 to C-3 attached to the Variance) have additions that are not covered by a building permit. Within two (2) years from the date the Declaration is recorded, Developer shall cure such discrepancies by causing the issuance of a building permit covering such additions or causing the demolition of such Dwelling Units or portions thereof that are unpermitted. Upon confirmation by the Building Department that such violations no longer exist with respect to such Units, Developer shall amend the Declaration and the Condominium Map to reflect the cure of such building code discrepancies.

9. **Environmental Matters**.

9.1. Background. The Project site is part of a former 6,000-acre pineapple plantation that was owned and operated by Del Monte Fresh Produce (Hawaii), Inc. The plantation was separated into two parts: the northern portion of the plantation was located in the Poamoho area, which includes the Project and its surrounding fields, and the southern portion of the plantation was located in the Kunia area. The Project's plantation fields were used for growing pineapples since 1914. During the time that the plantation was actively operating, numerous environmental activities took place on the Land, including but not limited to the application of chemicals to the plant soil for pest control and fertilizer, the operation of underground storage tanks ("**UST**") and aboveground storage tanks ("**AST**") for the storage of fuel, petroleum products and other chemicals, and the operation of a fumigant mixing area and rag disposal area. The entire plantation site was placed on the national Superfund list by the U.S. Environmental Projection Agency ("**EPA**") in December 1994 due to previous soil contamination. Being on the Superfund list allowed the EPA to conduct a site investigation in 1997 and 1998 and to oversee Del Monte's cleanup of the site. The Poamoho section, which includes the Project site, was removed from the Superfund list in December 2003 after the EPA determined that there was no significant chemical contamination in the Project area.

9.2. Environmental Assessment Reports.

a. Phase I Report. In February 2005, a Phase I Environmental Site Assessment ("**Phase I Report**") was performed by ENPRO Environmental ("**ENPRO**") to provide an independent, professional opinion regarding the presence of "recognized environmental conditions" on the Project site. "Recognized environmental conditions" is defined in the Phase I Report as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property, or into the ground, groundwater, or surface water of the property." ENPRO conducted a review of environmental and property records, site reconnaissance, and interviews with key site personnel regarding the history and use of the property. ENPRO found that two (2) USTs had previously been located on the west side of the Project site in an area referred to as the "Crate Yard" and that these USTs were removed in 1987 by Del Monte. ENPRO also found a long history of storage and use of pesticides and herbicides at the Crate Yard. Based on its findings, ENPRO opined that (1) the two USTs were not a recognized environmental condition, (2) the Project's previous classification as a Superfund site was no longer a recognized environmental condition, and (3) potential impacts to surface soils in the Crate Yard area that may have resulted from the storage and handling of pesticides and herbicides were a recognized environmental condition. Because of possible pesticide and herbicide soil contamination around the two warehouses in the Crate Yard, ENPRO recommended composite soil sampling in these areas. The Phase I Report is referenced herein as **Exhibit 4**.

b. Phase II Report. In June 2005, ENPRO conducted a Phase II Environmental Site Assessment ("**Phase II Report**") that focused on the potential impacts to surface soils in the Crate Yard area, and in areas in and around the two agricultural warehouses located on the site. ENPRO conducted subsurface soil investigations and tests of suspect areas where pesticide and herbicide storage and mixing previously took place, as well as areas where equipment was stored and serviced. Based on these tests, ENPRO found no significant environmental liability associated with the hazardous substances that were found in the soil samples. ENPRO concluded that further environmental investigation at the Project site was not required. The Phase II Report is referenced herein as **Exhibit 5**.

c. Hazardous Materials Survey. At Developer's request, ENPRO performed sampling and analysis for hazardous materials within Dwelling Unit Nos. 2, 4, 9, 31 and 40 to assess the presence of asbestos-containing material and lead-containing paint. ENPRO's findings and conclusions are set forth in a Hazardous Materials Survey (No. 910-00366-HAZ) dated November 12, 2009 ("**Hazmat Report**"). ENPRO sampled, quantified and assessed building materials from the dwelling structures including vinyl floor tile and mastic, carpet and mastic, roof paint, roofing material, sink coating, drywall and cement wall. ENPRO also sampled and tested interior and exterior paint of the dwelling structures. Sixty-nine (69) samples were submitted for asbestos testing, and ten (10) of the analyzed samples were determined to contain asbestos. Thirty-three (33) samples were submitted for lead testing, and twenty-one (21) samples were determined to contain lead. Based on its findings and in consultation with the State of Hawaii Department of Health ("**DOH**"), ENPRO recommends that plans to manage asbestos-containing materials during relocation of the dwellings be prepared, and that the owner or operator of the relocation activity provide the DOH with at least 10 working days' prior notice of the intent to relocate the dwelling, providing updates as needed. The Hazmat Report is referenced herein as **Exhibit 6**.

9.3. Exposure to Natural Hazards. The Project is not generally susceptible to natural hazards; however, various nuisances, risks and hazards may include noise, dust, smoke, soot, ash, odor, other adverse environmental conditions of any other kind or other nuisances and annoyances to buyers created by historical, existing and prospective surrounding agricultural, industrial, commercial, development, sales and other non-residential uses and activities (including ongoing development,

construction and sales activities at the Project). These uses and activities include, but are not limited to the possibility of:

a. maintenance of Common Element areas, Garden Areas and the Agricultural Unit, including pest management (pesticides), weed and fungus control (use of herbicides and pesticides); provided, however, that spraying or other use of any airborne pesticides or herbicides shall not be permitted on any portion of the Project;

b. farming and related agricultural activities within the Agricultural Unit and surrounding lands;

c. irrigation of any and all surrounding lands and the Common Element areas with reclaimed water, treated effluent, or other sources of non-potable water; and

d. recreational land uses in the vicinity, such as hunting and gathering, which may create noise and traffic congestion.

All or portions of the Project may be subject to steep grades, filled grounds, sandy soil and/or erosion from heavy rainfall. Buyers should seek the advice of appropriate experts, such as geotechnical engineers, to help buyers determine what effect, if any, such steep grades, filled grounds and/or sandy soil, as well as adverse weather conditions, may have on buyers' use and development of their Units and Limited Common Elements. Developer makes no representations or express or implied warranties with respect to the condition of the soil or site conditions of any of the Units. Nor does Developer make any representations or warranties regarding soil compactation or drainage for the Units or the need for, or the extent of any required, finished grading, fill and/or drainage improvements in connection with construction of a Unit.

9.4. Mold. Mold and mold spores are present throughout the environment. In light of the age and physical condition of the Dwelling Units and other buildings in the Project, the Dwelling Units and buildings may be at risk of containing and/or harboring mold spores. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritations, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, an owner can reduce or eliminate mold growth. Although the Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven, Dwelling Unit owners should take positive steps to reduce or eliminate the occurrence of mold growth and thereby minimize any possible adverse effects that may be caused by mold.

9.5. Developer Not Liable. Even if mold, mildew and/or microscopic spores are found in any of the Units or the Project, Developer will not be liable for any damage, injury or death caused by any exposure to such mold, mildew and/or microscopic spores based on any legal theory whatsoever. This includes but is not limited to, strict liability, breach of express or implied warranty, or negligence, unless caused by the gross negligence or willful misconduct of Developer. Each Unit owner, on behalf of the owner and the owner's family members, tenants, invitees and licensees, shall release Developer and its officers, directors, affiliates, successors and assigns from and against any and all claims, actions, damages, causes of action, liabilities and expenses (including reasonable attorneys' fees) for any such property damage, injury or death, and from any loss of resale value due to the presence and/or existence of mold, mildew and/or microscopic spores in the Unit or the Project.

9.6. Environmental Use Restrictions. Unit owners and their occupants, tenants, guests, lessees and licensees shall be required at all times to comply with all federal, state and local statutes, regulations, ordinances or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the Project's natural environment in connection with their use of the Project for farming and related agricultural activities (the "**Environmental Laws**"). The Environmental Laws include, but are not limited to, laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "**Hazardous Materials**").

a. Restriction. Unit owners and occupants shall not use, generate, manufacture, store, release, dispose of or permit to exist in, on, under or about any Unit, any of the Limited Common Element areas, any Common Element area or any other portion of the Project, or transport to or from any portion of the Project any Hazardous Materials except in compliance with the Environmental Laws. In addition, Unit owners and occupants shall not spray, use, release or dispose of in, on or about their respective Units, Yard Areas, Garden Areas, Leaching Fields, or any other portion of the Project, any airborne pesticides or herbicides.

b. Indemnity. If the generation, use, transportation, storage, or disposal of Hazardous Materials by a Unit owner or its occupant results in contamination of a Unit or any portion of the Project, the Unit owner will be required to pay for all damages on behalf of the Association, the Board of Directors and all other Unit owners. This includes all reasonable expenses, including attorneys' fees, consultant fees and expert fees, and all costs incurred in connection with any investigation of site conditions or any clean-up remedial, removal, or restorative work required by any governmental agency because of a Hazardous Material present in the soil or groundwater on or under the Unit or any portion of the Project.

c. Cleanup.

i. By an Owner. Without limiting the foregoing, if the presence of any Hazardous Material at a Unit or any portion of the Project caused or permitted by an owner results in any contamination of the Project, the owner shall promptly take all actions at the owner's sole expense as required to return the Project to the condition existing prior to the discharge. The Unit owner shall first obtain the Board of Directors' approval of such actions, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Project.

ii. By the Association. If the presence of any Hazardous Material on the Common Element areas of the Project results in any contamination of the Common Elements, the Association shall promptly take all actions as are necessary to clean up and restore the Common Elements in accordance with all Environmental Laws. All Unit owners shall be severally liable for the cost of any such cleanup and restoration as a common expense to the extent such costs are not chargeable to the owners of specific Units and are not reimbursed to the Association by those owners.

d. The above obligations described in this Section 9.6 are included in Section 29 of the Declaration and shall survive the termination of the ownership of a Unit in the Project.

10. **Water System and Pipeline.**

10.1. Water Pipeline. The Project is connected to the City's Board of Water Supply system by an existing water line that originates offsite and serves the entire Project (i.e., the Dwelling Units, the Agricultural Unit, the other Non-Residential Units, the Common Elements and the Limited Common Elements) as well as neighboring lands (the "**Water Pipeline**"). The Water Pipeline is part of

the Common Elements and transmits domestic and drinkable water to the Project. Developer has the right to permit certain owners of lands adjacent to the Project to connect to the Water Pipeline water for limited personal domestic usage at their cost and expense; provided, however, that the water supply and water pressure in the Dwelling Units is maintained at acceptable levels and that the Dwelling Units have first priority to the available water. Developer also may, but shall not be obligated, to install a water tank on the Land to serve the Project and to provide additional fire safety protection. If installed, the water tank shall be part of the Common Elements and maintained by the Association.

10.2. Water Meters. Each Dwelling Unit shall have an individual water submeter to measure each household's consumption. Each Dwelling Unit owner shall be responsible for their own water charges based on such meter readings, and shall also be responsible at such owner's own cost and expense for the maintenance of their water meter and the improvements related thereto. The Garden Areas also receive water through the Water Pipeline and will be served by one or more water meters.

10.3. Water Conservation. Due to the limited supply of water to the Project, Unit owners are urged to save water indoors and outdoors, whether in their Dwelling Units, Garden Areas, or the Common Element areas. The Association, through its Board of Directors, shall have the right to establish rules of use and to restrict water usage for non-essential purposes in times of emergency, such as drought conditions, and to subject owners to penalties or fines, as further set forth in the Project Rules. Dwelling Unit owners shall use their best efforts to conserve water.

10.4. Developer's Contribution to Designated Reserves; Association's Obligations. The Project's current roadways and water system require upgrading to meet City and Board of Water Supply standards. Developer has obtained estimates from a civil engineering consultant with respect to costs to upgrade and complete roadway improvements and repairs ("Roadway Estimate"), and costs to install a water tank, water pump system and water line ("Water System Estimate"). The Roadway Estimate and Water System Estimate are referenced herein as **Exhibit 7**. Developer will establish separate, designated reserve funds on behalf of the Association and, based on the above estimates, will contribute the amounts described below to these reserve funds for the benefit of the Association. Developer may make contributions to either reserve fund at any time in any manner it deems appropriate; provided, however, that Developer's contributions shall be made in full to their respective designated reserve funds on or before the earlier of (a) five (5) years from the date of the first Unit closing, or (b) the sale of the last Unit in the Project owned by Developer to a third party.

a. Roadway. Developer will contribute a total sum of $360,880 to a special reserve fund designated for Project roadway improvement and repair expenses. Following Developer's payment in full of this amount, the Association shall have one hundred eighty (180) days from such time to complete the roadway construction work contemplated by the Roadway Estimate. The Association may, by Board resolution, either engage Developer's engineering consultant or hire a different contractor; provided, however, that Developer will not contribute any additional sums to the Association in excess of the foregoing amount.

b. Water Tank and Water System. Developer will contribute the following amounts to a special reserve fund designated for the following water tank and water system expenses: (i) $598,400 for installation of a water tank and a domestic and fire pump system; (ii) $269,400 for installation of a 6" waterline, fire hydrants, 6" gate valves, and service and irrigation laterals; (iii) $170,020 for installation of a 2.5" waterline, a service lateral and a 2.5" gate valve; (iv) $90,000 for erosion control and mobilization; (v) $170,00 for engineering fees and other costs; and (vi) $317.00 for contingency costs. Following Developer's payment in full of the above amounts, the Association shall have one hundred eighty (180) days from such time to complete the water tank, water pump and waterline system installation work contemplated by the Water System Estimate. The Association may, by Board

resolution, either engage Developer's engineering consultant or hire a different contractor; provided, however, that Developer will not contribute any additional sums to the Association in excess of the foregoing amounts.

c. Association is Obligated to Make Improvements. The Association shall be obligated to undertake all work contemplated by the Roadway Estimate and the Water System Estimate and any plans and specifications related thereto, and the reserve funds established by Developer pursuant to this Section shall be used only for such purposes and shall not be used for any other purpose except as otherwise provided herein. Because the Roadway Estimate and Water System Estimate are only estimated amounts, the foregoing sums may be insufficient to make all necessary upgrades when such work is actually performed, and the Unit owners may be required by the Association to contribute additional sums for such work in the future. Neither Developer nor the Association shall be liable if the Roadway Estimate or the Water System Estimate subsequently proves incorrect. In the event that funds are insufficient for one project but there are excess funds for the other, the Board may, with the consent of at least sixty-seven (67%) of the Unit owners, shift such excess funds from one reserve fund to the other to avoid the need for imposing special assessments on the Unit owners. In the event that the Association uses less than the full amount allocated for any such work, and all work has been completed, any unused amounts may be aggregated into the Association's general reserve fund. In the event that the Association fails to make such improvements, any Unit owner may enforce compliance in accordance with Section 514B-148(g) of the Act.

11. **Cesspools**.

11.1. To the best of Developer's knowledge, the existing farm dwellings located in the Dwelling Units are currently serviced by existing cesspools. The Dwelling Units are not connected to the City's sewer system and no plans are currently being made by Developer to install such connection. According to a letter dated January 14, 2009 from the DOH (the "**DOH Letter**"), the existing cesspools are grandfathered under current State regulations and will be permitted to remain open, except as provided below. The DOH Letter is referenced herein as **Exhibit 8**.

11.2. If a Dwelling Unit owner undertakes any Significant Renovation or Reconstruction Work on, in or about such owner's farm dwelling, the owner shall locate and cause the closure of the owner's cesspool and install a new septic system serving the dwelling, all in accordance with Applicable Laws. Such cesspool closure and septic tank installation shall be performed within one (1) year of the Unit owner's commencement of any Significant Renovation or Reconstruction Work.

11.3. "**Significant Renovation or Reconstruction Work**" means any work on, in or about a Dwelling Unit that requires a building permit from the Building Department and:

a. Exceeds one-half (1/2) of the total replacement value of the farm dwelling; or

b. Creates at least one (1) additional bedroom within the existing Dwelling Unit structure; or

c. Adds thirty percent (30%) more floor area to the Unit, based on the Unit's original square footage immediately prior to the Significant Renovation or Reconstruction Work; or

d. Creates an entirely new dwelling structure.

11.4. The Dwelling Unit owners shall be responsible at their own cost and expense for the maintenance and operation of their respective cesspools or, as the case may be, septic tank systems, and the improvements related thereto.

11.5. Notwithstanding anything to the contrary contained herein, the Units and any cesspools included within the Units or the Limited Common Elements appurtenant thereto are being conveyed in their "AS IS" condition "WITH ALL FAULTS," and neither Developer nor any of its affiliates or representatives, make any warranties, express or implied, as to the actual location or the existence of any cesspools, or their working order and condition.

12. **No Warranties.**

12.1. Except as set forth in this Public Report and except for the provisions of the Variance, the Developer and its consultants cannot determine whether the Project contains any other existing legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes. The Developer does not give any warranties or assurances that the Units can be renovated, repaired or relocated or that additional variances are obtainable from the City for any proposed improvements. The Project, the Units, the Limited Common Elements, the Common Elements and all structures, improvements and anything else installed or contained therein are being sold in "AS IS" condition "WITH ALL FAULTS" by the Developer, without any warranties whatsoever, express or implied. Article IV, Section D.1 of Addendum "B" to the Deposit Receipt and Sales Contract used in connection with the Project provides, in part, as follows:

> D.1. Seller Makes No Warranties or Promises.
>
> (a) Buyer acknowledges that Seller is not the original developer of the Project and was not involved in (and is not responsible for) the planning or construction of the Project. Buyer further acknowledges that most of the farm dwelling structures in the Project were substantially completed prior to the enactment of any City building or zoning codes, the oldest structures being completed in the 1930s, and that the farm dwelling structures have been used over the years by plantation workers and their families for residential purposes as part of the agricultural camp. Buyer understands and agrees that the Property is being sold **"as is, where is" with all faults** and that Seller makes no warranties or promises of any kind, express or implied, about the Dwelling Unit, the farm dwelling and any accessory use structures therein, the Property or the Project (including the Common Elements of the Project), or about any fixtures, appliances or other consumer products or anything else installed, attached, affixed or otherwise contained in the Dwelling Unit, the Property, or the Project (including the Common Elements of the Project), including any warranties or promises of "merchantability", "workmanlike construction" or "fitness for a particular use or purpose."
>
> (b) Without limiting the generality of any of the foregoing, Seller makes no warranties or promises: (1) that the Project or any improvements in the Dwelling Unit, the Property or the Project (including the Common Elements) will be free from damage or disrepair; (2) regarding the value of the Project; (3) regarding the physical or environmental condition of the Project, including, without limitation, the

existence of Hazardous Materials; or (4) regarding the suitability, conformance, compliance or lack of compliance of the Project with any state, federal, county or local law, code, ordinance, order, permit, administrative requirement, or regulation, including, without limitation, those related to the consolidation and subdivision of land, the operation and use of the Project and accessibility of the Project by persons with disabilities. In other words, Seller makes no warranties or promises at all.

(c) Buyer for itself and its successors, heirs and assigns, releases Seller and Seller's past, present and future directors, officers, employees, shareholders, trustees, agents, consultants and each of their respective successors and assigns, from and waives any claim, action or liability which arises from or relates to any latent or patent defect in the Project or the Dwelling Unit, known or unknown, which exists now or in the future, or which arises from or relates to any lack of compliance of the Project with any state, federal, county or local law, code, ordinance, order, permit, administrative requirement, or regulation, that Buyer may have against Seller under any federal, state or local law, ordinance, rule or regulation now existing or hereafter enacted or promulgated. Buyer's release and waiver includes without limitation, those claims, actions or liability related to pest management (pesticides), weed and fungus control (use of herbicides and pesticides), irrigation of any and all Project lands and surrounding lands with reclaimed water, treated effluent, or other sources of non-potable water, Hazardous Materials and environmental conditions or matters in, on, under, about or migrating from or onto or into the property or the Project, asbestos, asbestos-containing materials, lead-based or lead-containing paint, or by virtue of any common law right relating to asbestos, asbestos-containing materials, lead-based or lead-containing paint, hazardous material and environmental conditions or matters (including the presence of mold or mildew) in, on, under, about or migrating from or onto or into the Property or the Project. Seller and Buyer agree that this release from liability has been specifically negotiated between Seller and Buyer.

(d) Buyer acknowledges and agrees that Seller's disclaimer of warranties contained in this Section D.1 is an essential element in the determination of the low purchase price for the Dwelling Unit being sold to Buyer. This means that the Dwelling Unit would not have been sold to Buyer for the amount of the purchase price stated in this Agreement without Seller's disclaimer of warranties.

12.2. Flooding Precautions. Certain Units in the Project may be prone to flooding due to several reasons, including the Project's topography, the location of a Unit, or the Project's drainage system which can be overwhelmed by the amount of water it is expected to carry. In addition, when the ground is saturated even small amounts of additional rainfall may have difficulty draining away from the Project's areas. It is the responsibility of the Unit owners to take precautions to protect their respective Units and property against flooding, including obtaining flood insurance before a flooding incident occurs. In particular, Unit 29 has experienced flooding in the past and may be prone to flooding in the future. As indicated above, however, all Units are being sold **"as is, where is" with all faults** and the Developer makes no warranties or promises of any kind with respect to any of the Units. As a precaution

against flooding, prepare and keep an emergency pack containing a battery radio, flashlight, necessary medication, emergency numbers, and your insurance policy in a safe place. For flooding that seems imminent, turn off gas and electricity; assume that flood water contains sewage; have a supply of drinking water in clean bottles or similar containers; fill the bath and buckets with water for washing, etc.; and protect doorways and low level floors with sandbags or alternatives such as plastic bags filled with soil or gravel.

13. **Property Condition Reports**. The current physical condition of the Project and the structural components, mechanical installations and electrical installations that are necessary toward the use and enjoyment of the Units and the Project are described in reports from an electrical engineer, a mechanical engineer, a structural engineer, and an architect, all of which are referenced herein as **Exhibits 9, 10, 11 and 12**. Although not required by law, the engineers and the architect have given opinions about the condition of the Project to provide buyers with additional information. However, the Developer does not represent or warrant that the reports attached hereto are correct or complete. The reports should not be relied upon as the opinion of the Developer. No representations are made by the Developer with respect to the expected useful life of the structural components or the mechanical and electrical installations in the Project. In addition, buyers should note that references to unit numbers made by the consultants in each of the property condition reports are made in accordance with unit numbers cited in the Variance and Exhibits C-1 to C-3 attached thereto, and may not correspond to the unit numbers set forth on the Condominium Map and in the other Project documents as established by the Developer.

14. **As-Is Condition**. Except as described herein, the Developer has not ascertained if any of the conditions disclosed in the attached reports have been addressed. The observations and recommendations made by the engineers and architect in Exhibits 9, 10, 11 and 12 are not intended, nor should be construed by its incorporation herein, to be any representation or warranty of the Developer. Because the Project, the Units, the Limited Common Elements, the Common Elements and all structures, improvements and anything else installed or contained therein are being sold in "AS IS" condition "WITH ALL FAULTS" by the Developer, without any warranties whatsoever, express or implied, each buyer should carefully review Exhibits 9, 10, 11 and 12 in their entirety. Furthermore, each buyer should inspect the buyer's Unit and the Project or have the Unit and the Project inspected by buyer's own experts to buyer's complete satisfaction.

List of Exhibits to Exhibit G:

Exhibit 1 – Reserve Study
Exhibit 2 – Variance
Exhibit 3-A – DPP Confirmation Letter
Exhibit 3-B – DPP Letter re code compliance
Exhibit 4 – Phase I Report
Exhibit 5 – Phase II Report
Exhibit 6 – Hazmat Report
Exhibit 7 – Roadway and Water System Estimate
Exhibit 8 – DOH Letter
Exhibit 9 – Electrical Engineer's Report
Exhibit 10 – Mechanical Engineer's Report
Exhibit 11 – Structural Engineer's Report
Exhibit 12 – Architect's Report

Developer's Statements Regarding Existing Structures Within the Units
(Exhibit G to the Developer's Public Report)

Overview: Exhibits 1 to 12 to Exhibit G

Exhibits 1 to 12 in support of this Exhibit G to the Developer's Public Report have been submitted to the Real Estate Commission. Copies of the Exhibits in their entirety are also on file with and are available from the Project Broker upon request. The exhibits are incorporated by reference into this Exhibit G in their entirety, and are summarized below.

The Project, Common Elements, Limited Common Elements, Units and all structures, improvements and anything else installed or contained therein are being sold in "As Is" condition "with all faults" by the Developer, without any warranties whatsoever, express or implied. Except as otherwise specifically provided in the Declaration, it shall be the responsibility of the Association and/or the Unit owners (and not the Developer) to repair, rebuild and/or remedy, any discrepancies or shortcomings in the Project that are described in Exhibits 1 to 12.

PLEASE NOTE: ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ EXHIBITS 1 TO 12 IN FULL AS THE FOLLOWING SUMMARIES ARE NOT ALL-INCLUSIVE AND DO NOT CONTAIN A COMPLETE DESCRIPTION OF ALL STATEMENTS, CONCLUSIONS AND/OR RECOMMENDATIONS IN EACH EXHIBIT. THESE SUMMARIES ARE INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE EXHIBITS, AND DO NOT ALTER OR AMEND THE EXHIBITS IN ANY MANNER.

Developer's Statements Regarding Existing Structures Within the Units
(Exhibit G to the Developer's Public Report)

Exhibit 1: Reserve Study

Exhibit 1 is the 2009 Reserve Study for Poamoho Camp dated September 23, 2009, prepared by Armstrong Consulting, Inc. (the "Reserve Study").

The Reserve Study contains (1) information about the physical status and repair or replacement cost of the Project's major common area components the Association is obligated to maintain (such as roadways, street lights, and common parking areas), and (2) an evaluation and analysis of the Association's financial information (such as the Association's reserve fund balance, and income and expenses). The Reserve Study determines the present condition of the various Project components and their remaining useful life and estimated replacement costs. Based on this information, the Reserve Study sets a minimum level of annual reserve fund contributions to be made by the Unit owners and evaluates whether such contributions will provide adequate funds for any significant repair or replacement of the Project's components.

According to the Reserve Study, the total current cost of the components covered by the analysis as of September 30, 2009 is $1,357,250. The total future cost of the Project components is $1,602,913, which is made up of work mostly for mechanical systems and asphalt pavement work. The Reserve Study uses an initial reserve fund balance of $66,000 as of September 30, 2009, which will be provided by the Developer. The analysis is also based on a 20-year period starting on September 1, 2009, with an average rate of return on invested reserve funds estimated at 2.25%, and the inflation rate estimated at 3.5% per year.

Based on these assumptions, the Reserve Study recommends an annual contribution rate of $10,000 by the Association for the year 2009. The Developer's initial estimate of maintenance fees for each Unit owner set forth in Exhibit I to the Developer's Public Report, is based on the estimates provided in the Reserve Study.

Exhibit 2: Variance

Exhibit 2 is the approved Zoning Variance No. 2007/VAR-62 dated August 25, 2008 that was granted by the Director of Planning and Permitting of the City and County of Honolulu (the "Variance").

The Variance allows the Project and its combination of residential and agricultural buildings and structures to remain in place even though the land underlying the Project is zoned for agricultural use. In particular, the Variance allows (i) the Project to have more than the maximum number of farm dwellings for residential use permitted on a single AG-1 zoning lot, (ii) certain nonconforming farm dwelling structures to have more floor area than the maximum floor area normally allowed for such farm dwelling structures, and (iii) the Town Hall to remain in place as a meeting facility, even though meeting facilities are not permitted in AG-1 zoning districts.

Unit owners shall be required to comply with the conditions imposed by the Variance, which include the following:

a. The Project is limited to sixty-six (66) farm dwellings and the Town Hall.

b. The remaining 57 acres of the Project, which are agricultural lands, are limited to agricultural use. All rental income from the lease of the non-residential units (i.e., the Agricultural Unit and the Commercial Unit) shall benefit the Unit owners.

c. The farm dwellings and structures within Dwelling Unit Nos. 11, 52 and 58 exceed their respective 5,000 square foot farm dwelling areas and are considered nonconforming. These Units shall be subject to polygon areas that are described in the Variance and are shown on the Condominium Map. Any renovations or additions made to these nonconforming farm dwellings and structures shall be limited to the polygon areas.

d. DPP may revoke the Variance when, due to a material change in circumstances, one or more of DPP's findings of hardship set forth in the Variance can no longer be made; or when there is a breach of any of the Variance conditions described above. However, in the event that an amendment becomes necessary, DPP may amend the above conditions for good cause.

Developer's Statements Regarding Existing Structures Within the Units
(Exhibit G to the Developer's Public Report)

Exhibit 3-A: Confirmation Letter

Exhibit 3-A is a letter from the Director of the Department of Planning and Permitting of the City and County of Honolulu dated July 31, 2009 (the "Confirmation Letter").

The Confirmation Letter provides that if a farm dwelling is being or has been relocated and/or replaced to comply with zoning and building codes, the original existing dwelling structure may remain in place temporarily until its replacement dwelling structure is completed, even if this means that the 66-unit limit established by the Variance is exceeded for that period of time. This accommodation will allow the residents of an existing dwelling to continue living on the original site until the new dwelling is available. After the residents have moved out of the old dwelling, the old dwelling must be demolished to maintain the 66-unit count. If a two-family dwelling is being converted to a single-family dwelling, the necessary building permits shall first be obtained to perform such conversion.

Exhibit 3-B: DPP Letter

Exhibit 3-B is a letter from the Director of the Department of Planning and Permitting of the City and County of Honolulu dated September 18, 2009 (the "DPP Letter").

The DPP Letter says that the sixty-two (62) one-story single-family detached dwellings and two (2) one-story two-family detached dwellings and various accessory structures with 132 off-street parking spaces were in compliance with all applicable code requirements at the time they were constructed prior to 1952.

The DPP Letter goes on to describe, in part, approvals granted for a conditional use permit; the subdivision and consolidation of lots adjacent to and within the Camp; the joint development of certain lots adjacent to the Camp; and the issuance of the Variance.

With respect to the Project, the DPP Letter states that (as of the date of the DPP Letter) (i) Unit Nos. 17, 29, 31, 32, 34, 35 and 41 have additions that were constructed without first obtaining building permits; (ii) on July 21, 2009, a building permit (No. 644632) was obtained for an addition and alteration to Unit No. 3; and (iii) no other variances or permits were granted to allow deviations from any applicable codes.

Exhibit 4: Phase I Report

Exhibit 4 is a Phase I Environmental Site Assessment that was conducted by ENPRO Environmental ("ENPRO") dated February 11, 2005 ("Phase I Report").

The Phase I Report covered the Project land to determine whether there were any recognized environmental conditions on the property. ENPRO reviewed environmental and property records, conducted inspections and interviewed key site personnel regarding the history and use of the property. (By way of background, the entire plantation site was placed on the national Superfund list by the U.S. Environmental Projection Agency ("EPA") in December 1994 due to previous soil contamination. The EPA conducted a site investigation in 1997 and 1998 and oversaw Del Monte's cleanup of the site. The Poamoho section, which includes the Project site, was removed from the Superfund list in December 2003 after the EPA determined that there was no significant chemical contamination in the Project area.)

In the Phase I Report, ENPRO found that two (2) underground storage tanks ("USTs") had previously been located on the west side of the Project site in an area referred to as the "Crate Yard" and that these USTs were removed in 1987 by Del Monte. ENPRO also found a long history of storage and use of pesticides and herbicides at the Crate Yard.

Based on its findings, ENPRO concluded that (1) the USTs were not a recognized environmental condition, (2) the Project's previous classification as a Superfund site was no longer a recognized environmental condition, and (3) potential impacts to surface soils in the Crate Yard area that may have resulted from the storage and handling of pesticides and herbicides were a recognized environmental condition. Because of possible pesticide and herbicide soil contamination around the two warehouses in the Crate Yard, ENPRO recommended composite soil sampling in these areas.

Exhibit 5: Phase II Report

Exhibit 5 is a Phase II Environmental Site Assessment that was conducted by ENPRO dated June 8, 2005 ("Phase II Report").

The Phase II Report focused on the potential impacts to surface soils in the Crate Yard area, and in areas in and around the two agricultural warehouses located on the site. ENPRO conducted subsurface soil investigations and tests of suspect areas where pesticide and herbicide storage and mixing previously took place, as well as areas where equipment was stored and serviced.

Based on these tests, ENPRO found no significant environmental liability associated with the hazardous substances that were found in the soil samples. ENPRO concluded that further environmental investigation at the Project site was not required.

Exhibit 6: Hazmat Report

Exhibit 6 is a Hazardous Materials Survey dated November 12, 2009 conducted by ENPRO ("Hazmat Report"). ENPRO conducted sampling and analysis of hazardous materials within Dwelling Unit Nos. 2, 4, 9, 31 and 40 to assess the presence of asbestos-containing material and lead-containing paint. ENPRO sampled and assessed building materials from the dwelling structures including vinyl floor tile and mastic, carpet and mastic, roof paint, roofing material, sink coating, drywall and cement wall. ENPRO also sampled and tested the interior and exterior paint of the dwelling structures. Sixty-nine (69) samples were submitted for asbestos testing, and ten (10) of the analyzed samples were determined to contain asbestos. Thirty-three (33) samples were submitted for lead testing, and twenty-one (21) samples were determined to contain lead.

Based on its findings and in consultation with the State of Hawaii Department of Health, ENPRO recommends that plans to manage asbestos-containing materials during relocation of the dwellings be prepared, and that the owner or operator of the relocation activity shall provide the DOH with at least 10 working days' prior notice of the intent to relocate the dwelling, and provide updates as necessary.

Exhibit 7: Roadway and Water System Estimate

Exhibit 7 is a copy of an estimate of roadway and water system installation costs provided by Bill Bow Engineering, dated June 8, 2009. As set forth in Section 13.9 of the Declaration, the Developer will contribute $170,000 to a special reserve fund designated for Project roadway improvement and repair expenses. The Developer will also contribute a total of $768,420 to a special reserve fund designated for the following water system expenses: (1) 378,400 for installation of a water tank, (2) $220,000 for installation of a domestic and fire pump system, and (3) $170,020 for installation of a 2.5" waterline, service lateral and 2.5" gate valve.

Following the Developer's payment in full of the above amounts, the Association shall have one hundred eighty (180) days from such time to complete the roadway improvements, the water tank, water pump and waterline system installation work contemplated by the estimate. The Developer will not contribute any additional sums to the Association in excess of the foregoing amounts.

Because these are only estimated amounts, the foregoing contributions may be insufficient to make all necessary upgrades when such work is actually performed, and the Unit owners may be required by the Association to contribute additional sums to complete such work in the future. Neither the Developer nor the Association will be liable if either estimate later proves to be incorrect. If funds end up being insufficient for one project but there are excess funds for the other, the Board may decide to shift the excess funds from one reserve fund to the other to avoid the need for imposing special assessments on the Unit owners. If the Association uses less than the full amount allocated for any such work, and all work has been completed, any unused amounts may be deposited into the Association's general reserve fund. If the Association fails to perform its obligation to complete the roadway and water system installation as required by Section 13.9 of the Declaration, any Unit owner may enforce compliance in accordance with Section 514B-148(g) of the Act.

Exhibit 8: Department of Health ("DOH") Letter

Exhibit 8 is a letter from the State of Hawaii Department of Health dated January 14, 2009 ("DOH Letter").

To the best of the Developer's knowledge, the existing farm dwellings are currently serviced by existing individual cesspools and are not connected to the City's sewer system. According to the DOH Letter, the existing cesspools are grandfathered under current State regulations and will be permitted to remain open, except as provided in the DOH Letter.

Exhibit 9: Electrical Engineer's Report

Exhibit 9 is a report by MK Engineers, dated January 22, 2009, regarding the electrical systems of the farm dwellings and the Town Hall within the Project. Four or five typical dwelling structures, as well as the Town Hall, were inspected on December 9, 2008. The engineer's findings are summarized below.

The farm dwelling structures that were observed typically appear to have the following discrepancies: (1) they do not have electrical service disconnecting means to disconnect conductors within the structure from the service entrance conductors; (2) they do not appear to have grounding electrode systems and grounding electrode conductors; (3) the working space clearance in front of each farm dwelling's loadcenter is less than required by the National Electrical Code ("NEC"); (4) the number of convenience outlets within living rooms, bedrooms and kitchens is less than required by NEC; (5) arc-fault circuit interrupter protection is not provided; (6) ground-fault circuit interrupter protection is not provided; (7) receptacles in outdoor locations are not weatherproof; (8) "knob-and-tube" style wiring is exposed in several locations within the farm dwellings; and (9) the bedrooms and hallways do not have smoke detectors.

Regarding the Town Hall (referred to as the "Clubhouse" in the report), the Town Hall appears to have the following discrepancies: (1) "knob-and-tube" style wiring is exposed throughout the Town Hall; (2) panel boards and other miscellaneous electrical apparatus such as circuit breakers and fused switches are installed in inaccessible locations and do not have sufficient work space clearance; and (3) electrical service disconnecting means to disconnect conductors within the structure from the service entrance conductors is not provided.

Other general observations include: (1) renovations and/or building extensions to the farm dwellings conceal electrical branch circuit wiring and could not be observed; (2) several farm dwellings do not have an electrical range outlet; and (3) the Town Hall does not have a fire alarm system.

In sum, the electrical distribution systems for the typical farm dwellings and Town Hall are in poor and deteriorated condition. The engineer anticipates that the Building Department would require re-wiring of the various structures in the event such structures are renovated or extended.

Exhibit 10: Mechanical Engineer's Report

Exhibit 10 is a report by Sanford Haseyama Inc., dated March 30, 2009, regarding the mechanical systems of the farm dwellings, Clubhouse (Town Hall) and warehouses within the Project. Nine typical dwelling structures, two agricultural warehouses, and the Town Hall, were inspected. The report's findings are summarized below.

With respect to the farm dwellings, the plumbing systems that were observed by the engineer appear to be in conformance with the Plumbing Code, except for those farm dwellings where the venting did not meet code requirements.

The Project does not have a sewer collection system; instead, each farm dwelling is served by a cesspool. Although cesspools are no longer permitted by the Department of Health, the cesspools in the Project are grandfathered. However, unit owners may be required to install individual sewer treatment systems in the event such owners renovate their existing farm dwellings or construct new farm dwellings, as required by the City's building department.

Water pressure for the farm dwellings appears to be low to prevent pipes from rupturing due to the age of such pipes. The engineer recommends that water service lines to and within the houses be replaced if a new water main is installed and that a pressure balanced type valve be installed to maintain water pressure. If a new water system is installed, existing water meters should also be replaced.

Finally, the Project does not have any fire hydrants.

Exhibit 11: Structural Engineer's Report

Exhibit 11 is a report by Hawaii Engineering Group, Inc., dated December 27, 2008, regarding the building structures within the Project. Observations were limited to at least one farm dwelling representing a unit type, as well as the Town Hall and two agricultural warehouses. The engineer's findings are summarized below.

With respect to the farm dwellings, the following are some of the observations that were made: (1) exposed wood members such as the bottom of wood posts in contact with the ground show signs of wood rot; (2) posts supporting house frames are on "tofu" block foundations; (3) the houses do not have vertical hurricane ties; (4) some roof leaks were observed; (5) most houses have parking shed structures or miscellaneous structures built adjacent to the main house structure, and do not have hurricane clips or ties and are supported on block foundations. Detailed recommendations regarding these farm dwellings are contained in the report

With respect to the Town Hall (referred to as the "Club House Building"), the building and the parking shed adjacent to the Town Hall are in fair condition. However, the engineer observed that the roof beam over the stage shows structural damage and should be replaced or strengthened.

All of the original structures are grandfathered under State law; however, the engineer recommends that all existing structures be upgraded with the installation of hurricane ties and vertical load path anchors. Roof sheathing should also be maintained, exterior siding should be regularly painted, and deteriorated wood members should be replaced to keep the integrity of each structure.

The warehouses and buildings appear to be in fair condition.

Exhibit 12: Architect's Report

Exhibit 12 is a report by Ernest M. Umemoto, AIA Architect, Inc., dated April 17, 2009, pursuant to a cursory site visit to observe the architectural features within the Project.

The architect conducted a visual observation of two typical farm dwelling structures. Detailed recommendations regarding these units and also regarding the Project's common areas and parking areas are contained in the report. For example, specific recommendations regarding the two units include the following: electrical outlets within 6' of a water source must be GFIC outlets; walls adjacent to kitchen ranges must have fire resistant finish; metal range hoods must be installed with adequate clearance if wall cabinets are installed over the range; bedroom windows must be sized for fire escape; washers and dryers should not sit on wet concrete floors and dryer vents should not be close to windows. With respect to the common areas, the architect noted, for example, that there are no labeled guest, loading or handicap-accessible parking stalls, nor are there traffic signs or fire hydrants.

Other specific observations and items recommended for correction are listed in the Architect's Report. Overall, the Project buildings seem to suit the intended use due to the historic nature of the Camp. Accordingly, as buildings age, increased maintenance and replacement costs should be expected.

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 Sections 20.1 and 20.2 of the Declaration, subject only to the restrictions set forth in Section 24.3 of the Declaration.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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 Has Exercised its Right to Consolidate, Reconfigure and Redesignate Certain Units. Pursuant to the Second Amendment to the Declaration, Developer has exercised its right to consolidate, resubdivide, reconfigure and/or eliminate the Dwelling Units as described below and 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 Sheets 3a and 3b 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 36-2	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

a. Eliminated and Reconfigured Units; Transfer of Common Interests to Unit No. 103. Dwelling Unit Nos. 4, 9, 31, 2, 36-2, and 40 have been eliminated from the Project. The Common Interests appurtenant to each of the eliminated units have been transferred to Unit No. 103. As a result of the transfers of Common Interests described herein, the Common Interest appurtenant to Unit No. 103 is now 0.001800%.

b. Re-Designation of Reserve Units as Dwelling Units. Reserve Unit Nos. 101, 102, 105, 107, 109, and 110 have been re-designated as Dwelling Units. There are now four (4) remaining Reserve Units, which are Unit Nos. 103, 104, 106 and 108.

c. Temporary Structures and Temporary Structure Easement Areas.

i. Pursuant to the Second Amendment, the Developer has designated five (5) "Temporary Structures" and five (5) "Temporary Structure Easement Areas" as shown on Sheets 3c and 3d of the Condominium Map. Temporary Structure A and Temporary Structure Easement Area A, are located on Dwelling Unit No. 3A; Temporary Structure B and Temporary Structure Easement Area B are located on Dwelling Unit No. 8A; Temporary Structure C and Temporary Structure Easement C are located on Dwelling Unit Nos. 30A and 32A; Temporary Structure D and Temporary Structure Easement Area D are located on Dwelling Unit No. 35A; and Temporary Structure E and Temporary Structure Easement Area E are located on Dwelling Unit Nos. 39A and 41A. Notwithstanding the fact that they may be located within or upon the area of other Units, the Temporary Structures and the Temporary Structure Easement Areas are Limited Common Elements of the Project appurtenant to Unit No.

103 for a period of sixty-six (66) months from the date the Second Amendment is recorded in the Land Court.

ii. Easements for Use, Occupancy, Maintenance, Etc. of the Temporary Structures. As the owner of the Temporary Structures, the Developer shall have an exclusive easement for the use, occupancy, and enjoyment of each Temporary Structure, and in connection therewith, of the Temporary Structure Easement Area in which such Temporary Structure is located, including, without limitation, an exclusive easement to enter onto the Temporary Structure Easement Area to maintain, operate, repair, rehabilitate, improve, remove, transport, and/or demolish the Temporary Structure located therein. Notwithstanding any provision contained in the Declaration to the contrary, no Owner of any Dwelling Unit shall be obligated or permitted to maintain, repair, or make any improvements to any Temporary Structure, such obligations and rights being reserved solely to the Developer as the owner of the Temporary Structures.

iii. Removal of Temporary Structures; Termination of Temporary Structure and Temporary Structure Easement Area Limited Common Elements. Developer shall be obligated with respect to each Temporary Structure to demolish the same, or in Developer's sole discretion, remove such Temporary Structure from the Temporary Structure Easement Area in which it is located, as shown on Sheets 3c and 3d of the Condominium Map on the last day of the sixty-sixth (66th) month following the date on which the Second Amendment is recorded in the Land Court, at which time the easements established under Section 1.3.c of the Second Amendment shall automatically terminate without further act or notice, and the Temporary Structures and Temporary Structure Easement Areas shall cease to be Limited Common Elements appurtenant to Unit No. 103 without further act or notice.

3. 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 the 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.

EXHIBIT I
ESTIMATE OF INITIAL MAINTENANCE FEES

POAMOHO CAMP
PROPOSED 2010
BUDGET

	Operating Revenues and Expenses	Proposed Monthly	Proposed Annual
	Operating Revenues		
5100	Maintenance Fees	10,230	122,760
		-	-
		-	-
	Total Operating Revenues	$ 10,230	$ 122,760
	Non-Operating Revenues		
5271	Interest Income-Investments	-	-
5291	Interest Income-Checking Acct	-	-
	Total Non-Operating Revenues	$ -	$ -
	Total Revenues	$ 10,230	$ 122,760
	Utilities		
6010	Electricity	$ 158	1,895
		-	-
		-	-
	Total Utilities	$ 158	$ 1,895
	Contract Services		
6240	Grounds	$ 500	6,000
	Total Contract Services	$ 500	$ 6,000
	Repairs & Maintenance		
6550	Grounds	60	720
6590	Misc repairs & purchases	60	720
	Total Repairs & Maintenance	$ 120	$ 1,440
	Professional Services		
6810	HMC Admin Supplies & Svcs	400	4,800
6812	AOAO Admin Expenses	26	312
6850	Management Svcs	1,590	19,080
6870	Audit	80	960
6880	Legal Fees-General	25	300
6890	Consulting Fees	83	996
	Total Administrative	$ 2,204	$ 26,448
	Payroll & Benefits		
7010	P/R - Manager	1,000	12,000
7070	Workers Comp	100	1,200
7080	TDI	85	1,020
7100	Payroll & Taxes	200	2,400
	Total Payroll & Benefits	$ 1,385	$ 16,620
	Other Expenses		
7310	Insurance	5,000	60,000
7720	State General Taxes	30	360
		-	-
Total Other General		$ 5,030	$ 60,360
Total Operating Expenses		$ 9,397	$ 112,764
	Non-Operating Expenses		
8500	Capital Expense	-	-
	Reserve Contribution	833	9,996
Total Non-Operating Expenses		$ 833	$ 9,996
	TOTAL EXPENSES	$ 10,230	$ 122,760
	Net Income/(Loss)	$ -	$ -
	divided by # units	66	
	average monthly mfees per unit	$ 155.00	

Monthly Estimated Maintenance Fees for Each Unit:

Based on the Proposed 2010 Budget set forth above, the estimated monthly maintenance charges for the Units are as follows:

1. For Dwelling Units with land areas of 8,000 square feet or less, the estimated monthly maintenance charge is $141.69.

2. For Dwelling Units with land areas of 8,001 square feet to 10,000 square feet, the estimated monthly maintenance charge is $155.91.

3. For Dwelling Units with land areas of 10,001 square feet or more, the estimated monthly maintenance charge is $170.02.

4. For the Agricultural Unit, the estimated monthly maintenance charge is $154.47.

5. For the Commercial Unit, the estimated monthly maintenance charge is $0.10.

6. Notwithstanding the above, for Dwelling Unit Nos. 2, 4, 9, 31, 36-1, and 40, and Reserve Unit Nos. 103, 104, 106, and 108, the estimated monthly maintenance charge is $0.10 each.

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

CERTIFICATE

The undersigned, as Developer of the POAMOHO CAMP condominium project (the "Project"), hereby certifies as follows:

1. That I am the President of HIDC Poamoho Camp, Inc., a Hawaii corporation.

2. That the breakdown of the Project's proposed operating revenues and expenses, and the monthly estimated cost for each Dwelling Unit set forth above are reasonable estimates for the one-year period commencing January 1, 2010, and are based on generally accepted accounting principles.

DATED: Honolulu, Hawaii, October 9, 2009

HIDC POAMOHO CAMP, INC.,
a Hawaii corporation

By: Peter Savio
Peter Savio
Its President

EXHIBIT J
SUMMARY OF PERTINENT PROVISIONS OF THE SALES CONTRACT

A specimen Sales Contract and Deposit Receipt ("Contract") has been submitted to the Real Estate Commission. ALL BUYERS AND PROSPECTIVE BUYERS SHOULD CAREFULLY READ THE SALES CONTRACT IN FULL, since this summary is NOT A COMPLETE DESCRIPTION of its provisions. The Sales Contract, among other things, covers in more detail the following items:

1. The Contract will not become binding upon Seller and Buyer unless and until: (a) Buyer has receipted for or is deemed to have receipted for the Public Report for the Project for which an effective date has been issued by the Real Estate Commission, which shall include the Public Report itself, the recorded Declaration and Bylaws, Project Rules, Condominium Map, and all amendments (collectively, the "Public Report"), and a Notice of Right to Cancel Sales Contract; and (b) Buyer has waived or is deemed to have waived Buyer's right to cancel the Contract as more particularly provided in Section 514B-86 of the Act. Buyer may cancel the Contract at any time up to midnight of the thirtieth (30th) day after the Public Report is delivered to Buyer. Buyer may waive Buyer's right to cancel, or shall be deemed to have waived Buyer's right to cancel, by (i) checking the waiver box on the Notice of Right to Cancel Sales Contract and delivering it to Seller, (ii) letting the 30-day period expire without taking any action to cancel, or (iii) closing the purchase of the Unit before the cancellation period expires.

2. Buyer agrees to deliver to Seller or Seller's agent certain certified financial statements, a completed loan application to one or more lending institutions, evidence of Buyer's ability to pay the purchase price, and any other information required by Seller.

3. Any breach of the covenants and warranties contained therein shall constitute a default hereunder by Buyer entitling Seller to retain all sums paid hereunder as liquidated damages as provided therein.

4. In addition to such other remedies which may be available to Seller by law or pursuant to the Contract, Seller may impose a late charge as specified in the Contract.

5. Buyer shall, prior to or within five (5) days from the date the Contract is accepted by Seller, apply for mortgage financing.

6. Seller, in its sole discretion, may elect to cancel the Contract if (a) Buyer's application or eligibility for a mortgage loan is rejected or not approved within thirty (30) business days after application; (b) Buyer fails to supply any proposed mortgage lender with full financial information; or (c) Seller is not satisfied as to Buyer's ability to make the cash deposit payments.

7. Seller shall pay for all closing costs, including, without limitation, the cost of drafting the Unit Deed and the cost of the acknowledgments thereof; recording fees; the State of Hawaii conveyance tax; the escrow fees; Buyer's title insurance; maintenance fees and start-up

fees; and any cost incurred by Buyer or Seller as a result of Buyer's requesting changes in a document after Buyer has been given notice by the Escrow Agent that such document will be prepared. Buyer shall pay for the cost of obtaining financing or a financing commitment for any portion of the purchase price and all expenses incident thereto; the expense of credit reports; preparation of all of Buyer's mortgage documents (which costs shall be paid directly to Buyer's mortgagee and shall in no event be reimbursed by Seller); and any attorneys' fees and costs incurred by Seller in connection with any failure by Buyer to timely pre-close and close as set forth herein and otherwise perform all obligations of Buyer as set forth herein.

8. The final closing date described in the Contract.

9. A Project start-up fee paid by Seller from the closing of each Buyer's transaction will be transferred to an account for the Association of Unit Owners. This start-up fee is an initial contribution to the Association common expenses reserve. The minimum amount of the start-up fee will be equal to two (2) months of estimated assessments for the common expenses reserve and other amounts as may be determined Seller.

10. Buyer's rights to inspect the Project documents, inspect the Unit and have delivery of possession are as more particularly described in the Contract.

11. Buyer specifically acknowledges and accepts certain enumerated conditions regarding on-going development and marketing of the Project stated in the Contract as well as any inconvenience or annoyance which Buyer may experience as a result of such conditions, and expressly waives any rights, claims or action which Buyer might otherwise have against Seller or third parties as a result of such circumstances.

12. After the Effective Date of the Contract, Buyer shall have the right to rescind the Contract only if there is a material change in the Project which directly, substantially and adversely affects the use or value of (a) Buyer's Unit or appurtenant limited common elements, or (b) amenities of the Project available for Buyer's use; provided that such material changes shall not include any additions, deletions, modifications or reservations allowed pursuant to the terms of the Contract, the Declaration or the Bylaws. Waiver of such right is governed more specifically by the terms of the Contract.

13. Buyer specifically acknowledges and agrees that the Declaration of Condominium Property Regime for Poamoho Camp contains reservations of certain rights and certain other provisions under which Buyer consents to certain actions by Seller and others, as more particularly described in the Contract and the Declaration.

14. The execution, delivery and recordation of Buyer's Unit Deed shall constitute the assignment by Seller to Buyer of any and all warranties given to Seller by the contractors for the Project, if any, including, without limitation, any warranty of materials and workmanship against faulty or deficient materials and installation. The benefit of such warranties, if any, shall accrue to Buyer on closing without further instruments or documents. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY OR WORKMANLIKE CONSTRUCTION WITH RESPECT TO THE UNIT, THE PROPERTY, ANY COMMON ELEMENT, LIMITED COMMON ELEMENT, OR ANYTHING INSTALLED THEREIN.

15. Buyer hereby intentionally waives, relinquishes and subordinates the priority or superiority of any interest under the Contract in favor of the liens or charges upon the Project of the construction lender's mortgage loan.

16. Buyer may not assign Buyer's rights hereunder without Seller's prior written consent, which consent may be withheld by any reason whatsoever in its sole discretion.

17. Because of the nature of the Project and because each unit either has improvements therein that differ in condition or has no improvements at all, certain Contracts may contain special terms and conditions that are unique to a unit or a unit type. Please review each Contract and the attached addenda carefully to determine if special conditions apply to the purchase of your unit.

ALL BUYERS SHOULD READ THE SALES CONTRACT IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE SALES CONTRACT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE SALES CONTRACT, AND DOES NOT ALTER OR AMEND THE SALES CONTRACT IN ANY MANNER. IF ANY PROVISIONS OF THIS SUMMARY CONTRADICT THE PROVISIONS CONTAINED IN THE SALES CONTRACT IN ANY WAY, THE PROVISION OF THE SALES CONTRACT SHALL OVERRIDE THE PROVISIONS OF THIS SUMMARY.

EXHIBIT K
SUMMARY OF PERTINENT PROVISIONS OF THE ESCROW AGREEMENT

A copy of the Escrow Agreement between the Seller and Title Guaranty Escrow Services, Inc. ("Escrow") has been submitted to the Real Estate Commission. The Escrow Agreement, among other things, covers in more detail the following items:

1. As and when Seller shall enter into a sales contract ("Sales Contract") for the conveyance of a Unit or other interest in the Project, it shall require the payments of deposits due thereunder to be promptly made to Escrow. Seller shall deliver an executed copy of the Sales Contract to Escrow together with the name(s) and address(es) of the Buyer as noted on the Sales Contract or otherwise as updated by the Buyer with Seller as being Buyer's last known address.

2. Escrow shall receive, deposit and hold in separate escrow accounts and disburse as set forth in the Escrow Agreement: (a) all payments received by it under the Sales Contracts, (b) such sums received by it under the Escrow Agreement from or for the account of Seller, and (c) all sums received by it from any other source with respect to the Project. Escrow shall not at any time commingle or permit the commingling of any buyer's funds belonging to or held for the benefit of Seller. All funds and instruments received from buyers or prospective buyers shall be held by Escrow in accordance with the provisions contained in Chapter 514B of the Hawaii Revised Statutes. All monies received by Escrow hereunder shall be deposited, within a reasonable time of the receipt by Escrow an in reasonably convenient and practical sums, in a trust fund with a bank, savings and loan or trust company authorized to do business in the State of Hawaii under an escrow arrangement, and shall be held in immediately available funds in accordance with the terms of the Escrow Agreement.

3. Notwithstanding anything in the Escrow Agreement to the contrary, Escrow shall make no disbursements of buyers' funds or proceeds from the reservation of or sale of Units in the Project (including any payments made on loan commitments from lending institutions), except by way of refunds thereof as provided in the Escrow Agreement, or for payment of project costs as provided in the Escrow Agreement, until (a) Seller has obtained an effective date for the Public Report for the Project, (b) buyer has waived any right to cancel or rescind the Sales Contract, (c) Seller shall have given Escrow a written waiver of any option reserved by Seller to cancel any Sales Contract, and (d) Seller shall have delivered to Escrow a certification that (i) all conditions contained in the Escrow Agreement that must be met prior to disbursement of purchaser funds have been satisfied, (ii) all Sales Contracts delivered to Escrow are binding upon buyers, and (iii) no circumstances exist (at the time of the certification) that would permit a buyer to cancel or rescind the Sales Contract.

4. Each buyer shall be entitled to a return of his or her funds, without interest, unless otherwise provided in the Escrow Agreement, and Escrow shall pay such funds to such buyer, promptly after request for return by the buyer, if one of the following has occurred: (a) Seller and Buyer shall have requested Escrow in writing to return to Buyer the funds of Buyer held hereunder by Escrow, (b) Seller shall have notified Escrow of Buyer's exercise of Buyer's right to cancel the Sales Contract pursuant to Section 514B-86, HRS, (c) Seller shall have notified

Escrow of Seller's exercise of the option to cancel or rescind the Sales Contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller, or (d) Seller shall have notified Escrow of Buyer's right to cancel the Sales Contract pursuant to Section 514B-87, HRS, by a valid rescission signed by all buyers of the affected unit and postmarked no later than midnight of the 30th calendar day after the date that buyers received the notice of rescission from Seller. Upon the cancellation of any Sales Contract as specified above, Escrow shall be entitled to a cancellation fee up to a maximum of $250, plus all costs incurred by Escrow, which shall be paid by the Buyer unless otherwise provided in the Escrow Agreement.

5. Except as otherwise provided by law, Escrow shall give each buyer entitled to a return of his or her funds notice thereof by certified or registered mail, addressed to such buyer at his address shown on the Sales Contract or any address later made known to Escrow by such buyer. If such buyer shall not have claimed such refund within sixty (60) days from the date said notice is mailed, Escrow shall deposit such funds into a special account in a bank or other depository selected by Escrow in the name of Seller, as trustee for the benefit of such buyer. After having sent Seller written notice of the foregoing acts, Escrow shall thereupon be released from further liability hereunder with respect to such funds and such buyer.

6. If the Buyer fails to make any payment on or before the due date thereof or if the Buyer does or fails to do any act that would constitute an event of default under the Sales Contract Escrow shall promptly give to such buyer and to Seller, written notice of default. If the Buyer has failed to cure the default after the delivery of notice by Escrow and such default continues after the expiration of any grace period, Escrow shall so advise Seller. If Seller shall thereafter certify in writing to Escrow that (a) Seller has elected to terminate the Sales Contract and has notified the Buyer, or (b) that Buyer is otherwise in default, then, and in either event, Escrow, subject to the provisions relating to dispute and conflicting demands set forth in the Escrow Agreement, shall thereafter treat all funds of the Buyer paid under such Sales Contract, less Escrow's cancellation fee, as funds of Seller and not of the Buyer. Thereafter, such funds shall be held free of the escrow established by the Escrow Agreement and shall be held by Escrow for the account of Seller. Upon written request by Seller, Escrow shall pay such funds (less Escrow's cancellation fee).

ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ THE ESCROW AGREEMENT AND ALL AMENDMENTS AND ANY SUPPLEMENTS IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE ESCROW AGREEMENT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE ESCROW AGREEMENT, AND DOES NOT ALTER OR AMEND THE ESCROW AGREEMENT IN ANY MANNER.