

**AMENDED
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME	LAULANI VIII, PHASE 15
Project Address	91-1001 Keaunui Drive Ewa Beach, Hawaii 96706
Registration Number	7138
Effective Date of Report	July 26, 2012
Developer(s)	Gentry Homes, Ltd.

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; and (3) is not the Commission's judgment of the value or merits of the project.

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

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

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

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

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

SUMMARY OF CHANGES FROM EARLIER DEVELOPER'S PUBLIC REPORT

The following summary contains a general description of the changes made by the Developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers must read this Amended Developer's Public Report in its entirety if they wish to know the specific changes that have been made.

- Page 1a: Page 1a was revised to show that Maintenance Fees commenced on November 1, 2011 and that as of the date of this Amended Public Report Laulani VIII has been administratively merged with Laulani to Laulani XII, inclusive, effective July 1, 2012.
- Page 5: Item 1.12 was revised to show the date of an updated title report.
- Page 10: Item 3.1 was revised to show the recordation data of the First Amendment to Declaration. Item 3.3 was revised to show the recordation data of the First amendment to Declaration.
- Page 18: Item 3 was revised to show that Laulani VIII was initially administratively merged with Laulani to Laulani VII, inclusive, and Laulani X effective March 1, 2012 and that Developer later merged Laulani to Laulani XII, inclusive effective July 1, 2012.
- Page 18d: Item 7 was revised to show the updated status of the Private Drain Line and Private Access Road.
- Page 18f: A disclosure regarding a future parking lot in favor of Keoneula Elementary School and a future park was added as Item 10.
- Page 18g: The Mail Room and Recreation Center were opened on December 8, 2011.
- Exhibit E: Page 1 was revised to delete Document No. 2032652 (Item 4) and the rest of Exhibit E was renumbered. An amendment to the Short Form of Infrastructure Agreement is also noted.
Page 3 was revised to show the recordation of the First Amendment to Declaration and the Certificates of Administrative Merger.
- Exhibit G: Exhibit "G" was revised.

SPECIAL ATTENTION

Master Community Association. LAULANI VIII is a condominium project that is also located in the master community association of Ewa by Gentry. As a result, owners in LAULANI VIII are automatically members of the Ewa by Gentry Community Association and are responsible for paying quarterly dues in addition to the condominium maintenance fees shown in Exhibit "G". As of January 1, 2011, the dues are \$105 per quarter for a total of \$420 per year.

Commencement of Maintenance Fees. Maintenance fees for LAULANI VIII commenced on November 1, 2011. Please see Exhibit "G" of this Developer's Public Report.

Administrative Mergers. Laulani VIII was initially administratively merged with Laulani to Laulani VII, inclusive and Laulani X effective March 1, 2012. Effective July 1, 2012, Developer administratively merged Laulani to Laulani XII, inclusive. Please see Section 3 on page 18 of this Developer's Public Report for additional information.

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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	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	91-1001 Keaunui Drive, Ewa Beach, HI 96706
Address of Project is expected to change because	
Tax Map Key (TMK)	(1) 9-1-149:024
Tax Map Key is expected to change because	
Land Area	0.761 acre
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

1.2 Buildings and Other Improvements

Number of Buildings	10
Floors Per Building	2
Number of New Building(s)	10
Number of Converted Building(s)	0
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	concrete, wood, composition siding, composition shingles

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
Trades, Plan 1	2	3 / 2 ½	1,151 sq. ft.	446 sq. ft.	garage	1,597 sq. ft.
Trades, Plan 2M	2	3 / 2 ½	1,234 sq. ft.	422 sq. ft.	garage	1,656 sq. ft.
Trades, Plan 3	3	4 / 2 ½	1,232 sq. ft.	465 sq. ft.	garage	1,697 sq. ft.
Trades, Plan 4	3	4 / 3	1,375 sq. ft.	429 sq. ft.	garage	1,804 sq. ft.
See Exhibit ____.						

10	Total Number of Units
----	------------------------------

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

1.4 Parking Stalls

Total Parking Stall in the Project:	20
Number of Guest Stalls in the Project:	0; See Ex "A".
Number of Parking Stalls Assigned to Each Unit:	2
Attach Exhibit <u>A</u> specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights.	

1.5 Boundaries of the Units

Boundaries of the unit:
 Each apartment includes the spaces within the underside of the concrete slabs, the outside of the roofs and the outer surfaces of the perimeter walls of the respective apartments. The apartments DO NO include any pipes, wires, ducts or other utility or service line that services MORE THAN ONE apartment. Such pipes and utilities shall be deemed common elements.

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 B

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 C.

As follows:

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

<input type="checkbox"/>	Swimming pool
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input type="checkbox"/>	Recreation Area
<input type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input type="checkbox"/>	Other (describe):

1.9 Common Elements

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

Described in Exhibit D _____.

Described as follows:

Common Element	Number
Elevators	
Stairways	
Trash Chutes	

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.

<input checked="" type="checkbox"/>	Pets: Must comply with House Rules
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: Apts. cannot be used for transient or hotel, "timeshare" or "time interval" use.
<input type="checkbox"/>	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 E _____ describes the encumbrances against title contained in the title report described below.

Date of the title report: July 12, 2012

Company that issued the title report: First American Title Company, Inc.

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
<input checked="" type="checkbox"/>	Residential	10	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A-2
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Other (Specify):		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Describe any variances that have been granted to zoning code				

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots			
<p>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.</p> <p>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.</p> <p>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.</p>			
	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>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:</p>			

1.15 Conversions

<p>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</p>	<p><input type="checkbox"/> Applicable</p> <p><input checked="" type="checkbox"/> Not Applicable</p>
<p>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:</p>	
<p>Developer's statement of the expected useful life of each item reported above:</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations:</p>	
<p>Estimated cost of curing any violations described above:</p>	

<p>Verified Statement from a County Official</p>	
<p>Regarding any converted structures in the project, attached as Exhibit ____ is a verified statement signed by an appropriate county official which states that either:</p> <p>(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:</p> <ul style="list-style-type: none"> (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; <p style="text-align: center;">or</p> <p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>	
<p>Other disclosures and information:</p>	

1.16 Project In Agricultural District

<p>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.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation.</p>	
<p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.</p>	
<p>Other disclosures and information:</p>	

1.17 Project with Assisted Living Facility

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

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	<p>Name: GENTRY HOMES, LTD.</p> <p>Business Address: 560 N. Nimitz Hwy., Suite 210 Honolulu, Hawaii 96817</p> <p>Business Phone Number : 808-599-5558</p> <p>E-mail Address: www.gentryhawaii.com</p>
<p>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).</p>	<p>Robert W. Brant -- President/CEO Toshimasa Hosoda -- Senior Vice President -- Planning John Shaw -- Senior Vice President -- Architecture Dawn Suyenaga -- Vice President/Secretary Michael J. Brant -- Vice President -- Engineering Richard N. Hobson -- Vice President -- Sales and Marketing Quentin Machida -- Vice President Victoria Slovak -- Treasurer</p>
2.2 Real Estate Broker	<p>Name: Gentry Homes, Ltd.</p> <p>Business Address: 560 N. Nimitz Hwy., Suite 210 Honolulu, Hawaii 96817</p> <p>Business Phone Number: 808-599-5558</p> <p>E-mail Address: www.gentryhawaii.com</p>
2.3 Escrow Depository	<p>Name: First American Title Company, Inc.</p> <p>Business Address: 1177 Kapiolani Boulevard Honolulu, Hawaii 96814</p> <p>Business Phone Number: 808-536-3866</p>
2.4 General Contractor	<p>Name: Gentry Builders, LLC</p> <p>Business Address: 560 N. Nimitz Hwy., Suite 210 Honolulu, Hawaii 96817</p> <p>Business Phone Number: 808-599-5558</p>
2.5 Condominium Managing Agent	<p>Name: Hawaiiana Management Company, Ltd.</p> <p>Business Address: 711 Kapiolani Blvd., Suite 700 Honolulu, Hawaii 96813</p> <p>Business Phone Number: 808-593-9100</p>
2.6 Attorney for Developer	<p>Name: Dawn Suyenaga</p> <p>Business Address: 560 N. Nimitz Hwy., Suite 210 Honolulu, Hawaii 96817</p> <p>Business Phone Number: 808-599-5558</p>

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

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

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	June 28, 2011	4083631

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	October 5, 2011	4104772

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	June 28, 2011	4083632

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	2112
Bureau of Conveyances Map Number	
Dates of Recordation of Amendments to the Condominium Map: October 18, 2011	

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	<input type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input checked="" type="checkbox"/>	June 28, 2011
Developer does not plan to adopt House Rules	<input type="checkbox"/>	

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%	75%
Bylaws	67%	67%

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

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input checked="" type="checkbox"/>	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 "F"

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):

<input checked="" type="checkbox"/>	Not affiliated with the Developer
<input type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	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 G 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:

<input checked="" type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input checked="" type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input type="checkbox"/>	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:

<input checked="" type="checkbox"/>	Electricity for the Unit only
<input type="checkbox"/>	Gas for the Unit only
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable
<input type="checkbox"/>	Other (specify)

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit <u>H</u> contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: January 22, 2009 and assigned April 14, 2010 Name of Escrow Company: First American Title Company, Inc. Exhibit <u>I</u> contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

5.2 Sales to Owner-Occupants

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

<input checked="" type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____.
<input checked="" type="checkbox"/>	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.

<input type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input checked="" type="checkbox"/>	There are <u>blanket liens</u> 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	Lender has priority over Buyer's rights under a sales contract, and
	has a right to terminate sales contracts upon foreclosure of its
	mortgage before an apartment sale is closed.

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: See Exhibit "J".
Appliances: See Exhibit "J".

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

<p>Status of Construction: Construction began in June 2011. Construction was completed in October 2011.</p>
<p>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.</p>
<p>Completion Deadline for any unit not yet constructed, as set forth in the sales contract:</p>
<p>Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:</p>

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

<input checked="" type="checkbox"/>	<p>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.</p> <p><i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i></p>
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5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

<p>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):</p>	
<input type="checkbox"/>	<p>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</p>
<input type="checkbox"/>	<p>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.</p>

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

<p>Box A</p> <p><input type="checkbox"/></p>	<p>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.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p><u>Important Notice Regarding Your Deposits:</u> 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.</p>
<p>Box B</p> <p><input type="checkbox"/></p>	<p>The Developer has <u>not</u> 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.</p> <p>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 <u>Important Notice Regarding Your Deposits</u> 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, <u>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</u> (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.</p> <p>You should understand that, although the <u>Important Notice Regarding Your Deposits</u> 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.</p>

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

5.7 Rights Under the Sales Contract

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

- | | |
|----|--|
| 1. | Developer's Public Report |
| 2. | Declaration of Condominium Property Regime (and any amendments) |
| 3. | Bylaws of the Association of Unit Owners (and any amendments) |
| 4. | Condominium Map (and any amendments) |
| 5. | House Rules, if any |
| 6. | Escrow Agreement |
| 7. | Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted. |
| 8. | Other:
Master Declaration dated July 21, 1988, as amended (See item 2 of Exhibit "E").
Joint Development Agreement dated July 18, 2008 (See Item 16 of Exhibit "E"). |

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

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

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

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

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

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

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

- (1) The purchaser has signed the sales contract.
- (2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.
- (3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.
- (4) The purchaser does at least one of the following:
 - (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

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

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

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

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

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

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

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

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

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

- (1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

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

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

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

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

1. **Ongoing Construction.** Construction of LAULANI VIII will be ongoing while Units are being occupied. This ongoing construction will create dust, noise and increased traffic in the vicinity of occupied Units. Certain hazardous conditions relating to the construction may also exist for a period of time. Additionally development of the areas around LAULANI VIII will cause dust in and around the Project for several years as development in Ewa by Gentry continues. Buyer understands that Developer will make efforts to minimize the dust but that it is an inevitable result of the ongoing construction.

2. **Ongoing Sales Activity.** Sales activities for LAULANI VIII and neighboring communities will be ongoing. This will result in increased traffic and noise in the vicinity of the sales office located near LAULANI VIII. Portions of the common areas of LAULANI VIII may be used for signage and other sales activities for a period of time while sales are ongoing.

3. **Existing and Future Mergers.** LAULANI VIII is part of an overall area covered by that certain Agreement for Issuance of Conditional Use Permit under Section 21-5.380 of the Land Use Ordinance (LUO) dated July 18, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Land Court") as Document No. 3779579 (the "Joint Development Area"). The Joint Development Area includes the existing Laulani, Laulani II, Laulani III, Laulani IV, Laulani V, Laulani VI, Laulani VII, Laulani IX, Laulani X, Laulani XI, Laulani XII, Laulani XIII, Laulani XIV and Laulani XV condominium communities and LAULANI VIII as well as additional land that will be developed into residential condominiums similar to LAULANI VIII in the future. The Joint Development Area was designed to operate as a cohesive, integrated detached condominium community that includes shared common facilities and infrastructure, including but not limited to potable water, non-potable well system, irrigation, drain, sewer, and electrical systems, visitor parking stalls, roadways, landscaping a recreation center and mail center. (Developer may later decide to alter development plans to address market conditions and to develop a separate condominium community in the Joint Development Area that differs in design and construction from LAULANI VIII.) The Joint Development Area is also sometimes referred to as "LAULANI" in this Public Report.

The Association of Apartment Owners of Laulani (the "LAULANI AOA") has been created and incorporated as a Hawaii non-profit corporation. As of the date of this Amended Public Report, the associations of apartment owners for Laulani, Laulani II, Laulani III, Laulani IV, Laulani V, Laulani VI, Laulani VII, Laulani VIII, Laulani IX, Laulani X, Laulani XI and Laulani XII have all been administratively merged into the LAULANI AOA. Developer intends to administratively merge the associations of apartment owners for the rest of the Laulani condominium communities within the Joint Development Area. The administrative merger of the various Laulani condominium communities into the LAULANI AOA will be for the purpose of sharing common area costs shared by the various communities (such as roadways, street lighting, utilities, landscaping, recreational facilities and mail center). The use and cost of maintaining and operating the shared infrastructure and facilities will be shared among all owners on a pro rata basis. If the condominium communities in the Joint Development Area have different building types that require different maintenance and reserve assessments, then the LAULANI AOA will set up cost centers such that each community is responsible only for the maintenance of its building type.

The Board of Directors of the LAULANI AOA has adopted a schedule of fines and certain protocols for violations of the Declaration, the By-Laws and the House Rules, as set forth in that certain Resolution of the Board of Directors of the Association of Apartment Owners of Laulani Adopting a Schedule of Fines for Violations of the Declaration, ByLaws, and House Rules, adopted on May 1, 2012 (the "Resolution"). The Board of Directors of the LAULANI AOA has also adopted a Visitor Stall Parking & Tow Policy dated February 1, 2011. The fines and violation protocols in the Resolution differ somewhat from what was set forth in Developer's initial House Rules. Buyers should be aware that Unit

owners in LAULANI VIII are subject to the fines and violation protocols set forth in the Resolution. The Visitor Stall Parking & Tow Policy also applies to Unit owners and their guests.

4. **General Disclosures.** Buyer understands and acknowledges that certain activities and events will occur on and about LAULANI (“Activities, Events and Conditions affecting LAULANI”) as follows:

(a) **Surrounding Areas.** LAULANI is bordered on the makai side by an existing residential community, an existing elementary school and a future park site. The Diamond Head side of LAULANI borders an undeveloped area and Fort Weaver Road. The Ewa side of LAULANI borders Kapolei Parkway. A portion of the mauka side of LAULANI borders Keaunui Drive. Proximity to these major roadways will result in noise and dust for those homes bordering (or otherwise in the vicinity of) these major roadways. A portion of the mauka side of LAULANI also borders a commercial site (currently owned by Property Development Centers LLC) located on Lot 17683, Map 1356, Land Court Application No. 1069 (the “commercial site”), the development of which is expected to be completed in late 2012. LAULANI is also in close proximity to a future community center, a future child care center, a future park, a future church site (currently owned by Friendship Bible Church – Independent Baptist) and an existing residential community. Because plans for and ownership of the various future development sites may change at any time, Buyer is advised not to rely on any future development site being developed in any particular way or at all. The existence of various undeveloped lands surrounding LAULANI may lead to increased pests, such as cockroaches and rodents. Construction of these undeveloped areas by Developer and other owners will create dust, noise, increased traffic and certain hazardous conditions. Developer will make efforts to minimize dust caused by its construction activities but dust is an inevitable result of the ongoing construction.

(b) **No Parking Along Major Roadways.** LAULANI is bordered by Kapolei Parkway, Keaunui Drive and Fort Weaver Road. There is no street parking along these major roadways.

(c) **Traffic.** Fort Weaver Road is a major thoroughfare for Ewa and Ewa Beach residents traveling to or from the H-1 Freeway. Commuters will experience delays on Fort Weaver Road and on roads feeding into it, particularly during peak morning and evening hours. The commercial site right off of Fort Weaver Road and between LAULANI and Keaunui Drive is currently being developed and is expected to be completed in late 2012. Traffic signal lights may be added to the portion of Keaunui Drive fronting the commercial site and at the intersection of Kapolei Parkway and Keaunui Drive. Ewa Makai Middle School is located near the intersection of Kapolei Parkway and Keaunui Drive. Current plans show that a church, a child care center and a community center may be built near the intersection of Keaunui Drive and Papau Street. The use of each of those sites will contribute to increased traffic in and around LAULANI.

(d) **Future Industrial/Industrial Commercial Mixed Use Development.** A development consisting of light industrial and commercial uses will be built in the future along Geiger Road across from the Honouliuli Wastewater Treatment Plant. This development may result in increased traffic, noise and other impacts in the vicinity.

(e) **Aircrafts.** LAULANI is located in the vicinity of the Honolulu International Airport and Kalaeloa Airport (the former Barber's Point Naval Air Station), both of which are owned and operated by the State of Hawaii. Buyer is aware that there will be noise from planes passing overhead or nearby. The 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan shows LAULANI located in an area subject to noise levels exceeding 55 Dnl. Developer has recorded a Grant of Avigation and Noise Easement in favor of the State of Hawaii on the Property. This Grant of Avigation and Noise Easement is in a form prescribed by the State Department of Transportation. This Grant grants to the State of Hawaii a perpetual easement and right of way, appurtenant to the Honolulu International Airport and

the Kalaheo Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for use in the navigation of or flight in the air). This Grant further grants to the State of Hawaii a perpetual easement to discharge, emit or otherwise transmit noise at levels exceeding 55 Dnl.

(f) Honouliuli Treatment Plant. LAULANI is located near the Honouliuli Wastewater Treatment Plant, which generates odors and noise and which may be expanded in the future to accommodate increased usage.

(g) Irrigation Water in Ewa by Gentry. Water used to irrigate the common area landscaping in the Ewa by Gentry community and in the LAULANI VIII community, including the front yard area of each Unit, will come from either a nonpotable well service or may be from reclaimed water from the Honouliuli Wastewater Treatment Plant. Any reclaimed water is required to be treated according to Department of Health guidelines.

(h) Mold. Mold and mold spores are present throughout the environment, and residential home construction is not, and cannot be, designed to exclude mold spores. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. If the growing conditions are favorable, then mold can grow in the LAULANI VIII Units. Moisture is the only mold growth factor that can be controlled in a residential setting. If Buyer decides to purchase a Unit in LAULANI VIII, Buyer will be required to execute a Sales Contract in which Buyer agrees to assume responsibility for taking appropriate steps to reduce or eliminate the occurrence of moisture in and around the Unit Buyer is purchasing. Buyer will also be required to release, discharge, indemnify and defend, Developer and Developer's employees, agents, officers, directors, principals and contractors (collectively, including Developer, the "Released Entities"), from and against any and all claims, demands, damages, causes of action, liabilities, losses, and expenses, that Buyer or any occupant of the Unit Buyer purchases has or may have in the future, that are in any way connected with indoor air quality, moisture, or the presence of any mold, mold spores, or chemicals on, in, or about the Unit Buyer purchases, whether or not caused by, in whole or in part, any act or omission of any of the Released Entities.

(i) Navy Land. LAULANI is located in the vicinity of the West Loch Branch of the Lualualei Naval Magazine ("West Loch") which in the event of military action may be a military sensitive area. The U.S. Navy has denoted an area east of LAULANI as an "Explosive Safety Hazard Zone" in connection with munitions that may be loaded onto ships at West Loch. The Navy has represented that the boundary of the "Explosive Safety Hazard Zone" represents the probable limits of any impact from an explosion at West Loch on the adjacent community. The Navy restricts development in the "Explosive Safety Hazard Zone", which extends to West Loch. The Navy has leased portions of the "Explosive Safety Hazard Zone" for agricultural use, which will create dust and noise. Because this area is undeveloped, there will also be pests, such as cockroaches and rodents. Geiger Road and Iroquois Point Road may also be used by the Navy to transport aircraft and munitions.

(j) Agricultural Land. LAULANI is located upon land previously used for the cultivation of sugar cane. Chemicals used in connection with the former agricultural use of the property may have come into contact with the soil. Land near LAULANI may continue to be used for the cultivation and harvesting of agricultural products. Specifically, the Navy has leased a portion of the land described in Paragraph 4(i) [Navy Land] above for agricultural use, which will create dust and noise. This area will also be subject to periodic spraying or other treatment of the area with pesticides, insecticides, herbicides, fungicides and fertilizers. Crops may be burned when seasonally appropriate. Buyer is advised that the Hawaii Right-to-Farm Act (H.R.S. Ch. 165) and Hawaii law limit the types of farm activities that may be deemed a nuisance.

(k) Golf Courses. There are two golf courses in the immediate vicinity of LAULANI. The Hawaii Prince Golf Course is on the east side of Fort Weaver Road. The Coral Creek Golf Course is on the west side of Fort Weaver Road. The Coral Creek Golf Course is also a designated flowage easement for drainage purposes. Both the Coral Creek Golf Course and the Hawaii Prince Golf Course are collectively referred to as the “golf courses”.

There are hazards, uses and activities associated with the golf courses that may cause injuries to persons and/or damage to property within LAULANI. Those hazards, uses and activities include such things as errant or stray golf balls, reservoirs and water hazards up to six feet (6 ft.) deep, periodic spraying or other treatment with pesticides, insecticides, herbicides, fungicides and fertilizers, surface water runoff, noise, dust and unpleasant odors. Irrigation of the golf courses may be with water from storm retention basins or reclaimed water from the Honouliuli Wastewater Treatment Plant. Any reclaimed water is required to be treated according to State Department of Health guidelines. Tournaments and other special events held on the golf courses may also impact LAULANI. If Buyer decides to purchase a Unit in LAULANI XVI, Buyer will be required to execute a Sales Contract in which Buyer agrees to waive any and all rights or claims that Buyer might have against Developer, Coral Creek Golf, Inc., Seibu Hawaii, Inc., Seibu Railway Co., Ltd., Hawaii Prince Hotel Waikiki Corp., Hawaii Prince Hotel Waikiki LLC and any future owners/operators of the golf courses because of these conditions.

Property owners in LAULANI will not have an ownership interest in the golf courses, a right to use any portion of the golf courses or a right to enter the golf courses by virtue of their ownership of an Unit at LAULANI or by virtue of their membership in the Ewa by Gentry Community Association.

(l) Undetermined Flood Hazard Zone. The Federal Emergency Management Agency (“FEMA”) has not yet reviewed the LAULANI area to determine whether the Property is within a flood hazard zone. If FEMA later determines that the Property is within a flood hazard area, then your lender may require you to obtain flood insurance.

(m) Affordable Housing. Many homes in the Ewa by Gentry community have been developed to meet the City and County of Honolulu’s (the “City’s”) affordable housing requirements. Homes that meet the City’s definition of “affordable” are or will be located in various communities throughout Ewa by Gentry. Some of the homes in the Coronado and Palm Villas condominium projects are subject to shared appreciation and buy/back provisions and rental restrictions associated with the affordable housing requirements, and there may be other communities that will be developed in the future in Ewa by Gentry that will have similar restrictions.

(n) Real Property Values. Buyer is advised to conduct Buyer’s own independent investigation of the housing market in Hawaii, the community and LAULANI and to make Buyer’s own determination of the value of the Units in LAULANI VIII based on Buyer’s knowledge and investigation of the market, the community and LAULANI. Buyer understands that the sales price for a Unit in LAULANI may be more or less than the actual value of the Unit and that an appraisal of the Unit may conclude that the appraised value of the Unit is more or less than the sales price of the Unit.

Buyer is advised that there are several different loan programs available to different types of Buyers, including loans offered by various government agencies such as the Veterans Administration (“VA”), the United States Department of Agriculture (“USDA”) and the Federal Housing Administration (“FHA”). The loan programs offered through VA, USDA, FHA and other government agencies often require either no down payment or down payments that are less than twenty percent (20%) of the sales price of the real property being purchased. Loans made through this type of financing are considered to be inherently more risky to the lender, compared to other types of loans that require a down payment of twenty percent (20%) or more of the sales price, and as a result, the appraisals done for these types of loans tend to be more conservative (meaning that the appraised value is often lower than the sales price of the property being purchased).

Developer makes no representations as to the type of loan that Buyer may be able to obtain or that Buyers of other homes in LAULANI may obtain. Buyer understands that even if Buyer makes a down payment to purchase the Unit, other Buyers of Units in LAULANI may not be required by their lenders to make a down payment or to make the same type of down payment as Buyer.

Buyer is advised not to rely on any acts or statements made by Developer, Gentry HomeLoans, LLC or their affiliates, or by any of their respective officers, directors, members, managers, employees, agents, successors or assigns in deciding whether or not the sales price of a Unit reflects the appraised value of the Unit. Buyer understands and acknowledges that real property values can rise and fall based upon the housing market and other economic factors independent from any person's or entity's control. If Buyer decides to purchase a Unit in LAULANI VIII, Buyer will be required to execute a Sales Contract in which Buyer waives and releases any claim against Developer, Gentry HomesLoans, LLC, their affiliates and their respective officers, directors, members, managers, employees, agents, successors and assigns relating to the relationship of the appraised value of a Unit in LAULANI VIII to the sales price of the Unit, as of the date Buyer signs a Sales Contract or as of the date Buyer's deed to the Unit records, or relating to any decrease or fluctuation in the appraised value of the Unit from and after the date Buyer's deed to the Unit records.

5. Schools. The current public school district boundaries show that LAULANI is in the district that is served by Keoneula Elementary School, Ewa Makai Middle School and James Campbell High School. These plans are subject to change by the State of Hawaii.

6. Ewa by Gentry Community. All Unit owners in LAULANI are automatically members of the Ewa by Gentry Community Association, a non-profit Hawaii corporation. All owners are therefore subject to the restrictions, covenants and conditions of the Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions which govern the entire Ewa by Gentry community. The Community Association enforces the provisions of the Declaration of Covenants, Conditions and Restrictions to ensure a well maintained, safe and aesthetically pleasing community. A copy of the Declaration of Covenants, Conditions and Restrictions is available at the sales office. The Declaration of Covenants, Conditions and Restrictions can also be viewed online at www.ebgca.net under the "Documents" section. Effective January 1, 2012, each owner will pay dues to the Community Association in the amount of \$105 per quarter for a total of \$420 a year. The maintenance fees reflected in Exhibit "G" of this Public Report do not include the dues payable to the Ewa by Gentry Community Association.

7. Private Drain Line/Private Access Road. Developer and the owner of the adjacent future commercial site (the "Commercial Site Owner") have agreed to share the cost to maintain and repair certain infrastructure that services both the Joint Development Area and the future commercial site as outlined in that certain Declaration of Intent to Develop and Merge dated March 2, 2009 and recorded in Land Court as Document No. 3835206 (the "Declaration of Intent").

(a) Private Drain Line. A private drain line (the "Private Drain Line") runs from the future commercial site through the Joint Development Area, through Kapolei Parkway and through Lot 16888, Map 1304 (the existing wastewater pump station) and Lot 16887, Map 1304 (Ewa Makai Middle School) and into Lot 17263, Map 1324, all of said maps being filed with Land Court Application No. 1069.

The Private Drain Line is made up of the following easements:

- (i) Easement 10440, Map 1525, which affects Laulani IX, The Trades Model Complex, Lot 19001, as shown on Map 1525, Land Court Application No. 1069 (which includes the Recreation Center and the Mail Center), Laulani XI and Laulani X;

- (ii) Easement 10423, Map 1518, which affects Laulani V;
- (iii) Easement 9664, Map 1408, which affects Laulani V, Laulani III and Laulani;
- (iv) Easement 8978, Map 1304, which affects Lot 16888, Map 1304 (Wastewater Pump Station to be dedicated to the City and County of Honolulu); and
- (v) Easement 8977, Map 1304, which affects Lot 16885 (Kapolei Parkway), Lot 16887 (Ewa Makai Middle School) and Lot 17263, Map 1324.

The costs to maintain the Private Drain Line will be shared amongst the various land owners as specified in the Declaration of Intent.

(b) Private Access Road. Developer and the Commercial Site Owner have also agreed that there will be a future private access road that will run along the boundary of the Joint Development Area and the future commercial site (the "Shared Private Access Road"). The Department of Planning and Permitting of the City and County of Honolulu has required that the future Shared Private Access Road be made available for public use.

A portion of the Shared Private Access Road has been built and is covered by:

- (i) Easement 10698, Map 1549 (located in Laulani VI);
- (ii) a portion of Easement 10688, Map 1548 (located in Laulani IX);
- (iii) Easement 9808, Map 1422 (located on the commercial site);
- (iv) Laulani IX (the remainder portion of said Easement 10688);
- (v) LAULANI XIII (Easement 10684, Map 1547);
- (vi) LAULANI XV (Easement 10685, Map 1547);
- (vii) future phase of LAULANI located on Lot 19588, Map 1547 (Easement 10686, Map 1547), all of said maps being filed with Land Court Application No. 1069; and
- (viii) the corresponding portion of the easement on the Commercial Site.

The portion of the Shared Private Access Road which connects to Fort Weaver Road and is located within Easement 10687, Map 1547, located within Lot 19591, Map 1547 (future phases of LAULANI) and on the corresponding easement on the Commercial Site is not expected to be complete until November 2012.

In order to allow traffic to flow from the Shared Private Access Road to Fort Weaver Road, and vice versa, certain approvals need to be obtained from the State Department of Transportation. The Commercial Site Owner is working with the State Department of Transportation to obtain these approvals by November 2012, but it is possible that there may be delays that are beyond the control of either the Developer or the Commercial Site Owner.

Developer and the Commercial Site Owner have agreed to share the cost to maintain the Shared Private Access Road, which would include the private sewer and drain lines in the roadway as well as the street lights and landscaping. It is Developer's intent that the LAULANI AOA and the other owners in the Joint Development Area eventually assume Developer's responsibilities as to the maintenance of both the Private Drain Line and the Shared Private Access Road, all as specified in the Declaration of Intent.

8. Irrigation in the Joint Development Area. Water used to irrigate the common area landscaping in the Joint Development Area (which includes portions of the front yard of each Unit in LAULANI VIII) currently comes from a non-potable well located in Sun Terra in Ewa by Gentry (the "Area 12 Well"). The Area 12 Well is owned by the Ewa by Gentry Community Association and there is a Non-Potable Well System Sharing Agreement between the Ewa by Gentry Community Association, the Developer and the LAULANI AOAO for the temporary use of the Area 12 Well, until a non-potable well can be built in Laulani IX (the "Area 45/46 Well"). Developer currently anticipates that the Area 45/46 Well will be operational in late 2012. The Area 45/46 Well is not part of the Laulani IX common elements. Developer has reserved the right in the Laulani IX Declaration to create an easement covering the Area 45/46 Well and to dedicate that easement to the Ewa by Gentry Community Association. The Area 45/46 Well will be owned and maintained by the Ewa by Gentry Community Association and will be the irrigation source for common area landscaping in the Joint Development Area, landscaping along a portion of Fort Weaver Road and landscaping in Area 40 (currently the "Latitudes" and "Sandalwood"). The Developer, the Ewa by Gentry Community Association and the LAULANI AOAO will enter into a non-potable well system sharing agreement similar to the agreement for the Area 12 Well. The owners in the Joint Development Area, will pay a pro rata share of the cost to maintain the Area 45/46 Well based on water usage. Developer makes no guarantees or assurances regarding the quantity or quality of water pumped from the well. Due to natural ground water conditions beyond the Developer's control, the ground water aquifer from which the well pumps may dry up or the quality of water may deteriorate to make it unusable in the future. If that happens, then the owner of the Area 45/46 Well (either the Developer or the Ewa by Gentry Community Association) will need to work with the Commission on Water Resource Management on the implementation of an alternative water source plan. A possible alternate source of water would be reclaimed water from the Honouliuli Wastewater Treatment Plant. Use of reclaimed water is required to be in accordance with State Department of Health guidelines.

9. Private Drainage. LAULANI is serviced by a private drainage system that connects to the City and County of Honolulu's municipal sewer system. As such, Federal regulations prohibit the following from being discharged into the Project's drainage system:

- (a) domestic wastewater;
- (b) industrial wastewater;
- (c) any debris, refuse or solid waste or yard waste;
- (d) chlorinated swimming pool water;
- (e) washwater from vehicle and equipment cleaning; and
- (f) oil and petroleum products.

Owners are prohibited from discharging any of the above into the Project's drainage system.

The LAULANI AOAO is solely responsible for the maintenance and upkeep of the Project's drainage system. The LAULANI AOAO shall cooperate with the Developer in assuming the Developer's Drainage Connection License(s) for LAULANI. By assuming the Developer's Drainage Connection License(s), the LAULANI AOAO is also assuming the City and County of Honolulu's National Pollutant Discharge Elimination System permit(s) (the "NPDES Permit") and shall be responsible for the enforcement of the terms and conditions of the NPDES Permit.

10. Future Parking Lot in favor of Keoneula Elementary School and Future Park. As part of the subdivision requirement of LAULANI, the Department of Planning and Permitting required the Developer to create a parking lot for designated use by the future park users and Keoneula Elementary School visitors during the hours that these two facilities are open. This parking lot will be located on Lot 19590, Map 1547, Land Court Application No. 1069 and will be made part of a future phase of LAULANI. Upon the merger of this future phase of LAULANI with LAULANI, the owners in LAULANI will be responsible for the maintenance and repair of this parking facility.

11. **Mail Service.** Mail will not be delivered directly to the individual homes. Instead mail will be delivered to a mail center located next to the recreation center described below. Buyers will be assigned a designated mailbox with its own lock and key.

12. **Mail Center and Recreation Center.** The Developer has built a recreation center (the "Recreation Center") and a centralized mail room (the "Mail Center") on Lot 19001, Map 1525, Land Court Application No. 1069 ("Lot 19001"). The Developer has granted a license (the "License Agreement") to the LAULANI AOA. Under the terms of the License Agreement the licensee is responsible for all costs associated with the Recreation Center and the Mail Center. The License Agreement also provides that the Recreation Center and Mail Center may be used by all residents in the Joint Development Area. The parking stalls located in Lot 19001 are also available for use by all residents of in the Joint Development Area. Upon completion of the Joint Development Area, Developer intends to convey Lot 19001 (which includes the Recreation Center and Mail Center) to the LAULANI AOA and to any other associations of apartment owners in the Joint Development Area that have not been administratively merged into the LAULANI AOA.

13. **Condominium Map.** The sizes and configurations of the limited common areas and common areas reflected on the Condominium Map are approximations only. Actual sizes and configurations may vary due to the placement and location of utilities and due to varying terrain surrounding each building.

14. **Lanais.** Apartments 219 and 225 will be built with the seven foot (7 ft.) deep version of the optional covered lanai. The remaining apartments will be built with the five foot (5 ft.) deep version of the optional covered lanai.

15. **Garage Disclosure.** Each LAULANI VIII home has an attached garage. The garage for all plans meets City and County of Honolulu standards to accommodate one full sized and one compact sized parking stall. Buyers who have an oversized vehicle (a van, a truck) or who have more than one full sized vehicle should inspect the garage thoroughly to ensure that the garage can accommodate their vehicles. Garages shall be used for parking operational vehicles only and for incidental storage.

16. **Trash Collection.** Trash cans can be put out for trash collection the night before trash is collected and **must be removed by the end of that day.**

17. **Visitor Parking.** There are no visitor parking stalls in LAULANI VIII. However, residents in LAULANI VIII will have access to visitor parking stalls within LAULANI and in future condominium communities in the Joint Development Area. Certain visitor parking stalls will be used for the placement of trash cans on trash collection days and the nights before trash collection days. Signs will be posted indicating the hours that the stalls are not available for use as a visitor parking stall. Violators will be towed at owner's and/or operators expense.

18. **Street Parking.** As stated in the House Rules of LAULANI XVI, parking is not allowed on the roadways in LAULANI XVI.

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

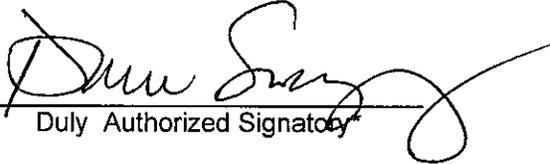
For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified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

The Developer hereby certifies that all the information contained in this report and the exhibits attached to this report and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

GENTRY HOMES, LTD.

Printed Name of Developer

By:



Duly Authorized Signatory

July 19, 2012

Date

DAWN SUYENAGA, Vice President/Secretary

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"

PARKING

Attached Garage:

Each LAULANI VIII home has an attached garage. The garage for all apartments meets City and County of Honolulu standards to accommodate one full sized and one compact sized parking stall.

BUYERS WHO HAVE AN OVERSIZED VEHICLE (A VAN, A TRUCK) OR WHO HAVE MORE THAN ONE FULL SIZED VEHICLE SHOULD INSPECT THE GARAGE THOROUGHLY TO ENSURE THAT THE GARAGE CAN ACCOMMODATE THEIR VEHICLES.

Garages shall be used for parking operational vehicles only and for incidental storage. Some homes may have an additional parking area in the limited common area adjacent to the home. The additional parking area is for vehicles only and may not be used for storage purposes.

Visitor Parking Stalls:

There are no visitor parking stalls in LAULANI VIII. However, residents in LAULANI VIII will have access to visitor parking stalls within existing and future condominium communities in the Joint Development Area. Certain visitor parking stalls will be used for the placement of trash cans on trash collection days and the nights before trash collection days. Signs will be posted indicating the hours that the stalls are not available for use as a visitor parking stall. Violators will be towed at owner's and/or operators expense.

Total Number of Parking Stalls in Project:

There are a total of twenty (20) parking stalls in the Project. This number covers the parking stall allocation for the attached garages.

END OF EXHIBIT "A"

EXHIBIT "B"

PERMITTED ALTERATIONS TO APARTMENTS

Additions, alterations or improvements solely within an apartment or within a limited common element appurtenant to and for the exclusive use of the apartment may be made with just the approval of the affected apartment owner(s) and the Board of Directors of the Association of Apartment Owners.

Apartments 219 and 225 will be built with the seven foot (7 ft.) deep version of the optional covered lanai.

Apartments 220 to 224 and 226, 227 and 228 will be built with the five foot (5 ft.) deep version of the optional covered lanail.

END OF EXHIBIT "B"

EXHIBIT "C"

APARTMENT DESCRIPTION AND COMMON INTEREST

Apt. No.	Plan Type	Net Living Area (sq. ft.)	Net Covered Entry (sq. ft.)	Net Garage Area (sq. ft.)	Common Interest
219	Trades, Plan 2M	1,234	61	422	10.00%
220	Trades, Plan 1	1,151	19	446	10.00%
221	Trades, Plan 4	1,375	19	429	10.00%
222	Trades, Plan 3	1,232	19	465	10.00%
223	Trades, Plan 4	1,375	19	429	10.00%
224	Trades, Plan 3	1,232	19	465	10.00%
225	Trades, Plan 1	1,151	19	446	10.00%
226	Trades, Plan 3	1,232	19	465	10.00%
227	Trades, Plan 4	1,375	19	429	10.00%
228	Trades, Plan 2M	1,234	61	422	10.00%

NOTE: The common interest for each residential Apartment was determined on a per unit basis.

DESCRIPTION OF FLOOR PLANS

Trades, Plan 1 (3 Bedroom, 2 ½ Bath)

Two story three bedroom, two and one-half bath Apartment with the kitchen, living room and half bathroom on the ground floor, connected by an interior stairway to the second floor which has a master bedroom, master bathroom, two bedrooms and an additional bathroom. The Apartment also includes a covered entry and a two car garage containing one standard and one compact parking stall. Certain Apartments may have a seven foot (7 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1 drawings of the Condominium Map. A five foot (5 ft.) deep covered lanai built off of the living room and an enlarged concrete slab is depicted on the Option 1A drawings of the Condominium Map. Developer shall indicate when it files the "as-built" verified statement referenced in Section 18.3(a), which Apartments were built with the optional lanais. All Apartments have a fenced back yard limited common element. The Apartment has a net living area of approximately 1,151 square feet, a net covered entry area of approximately 19 square feet and a net garage area of approximately 446 square feet.

Trades, Plan 2M (3 Bedroom, 2 ½ Bath)

Two story three bedroom, two and one-half bath Apartment with the kitchen, living room and half bathroom on the ground floor, connected by an interior stairway to the second floor which has a master bedroom, master bathroom, two bedrooms and an additional bathroom. The Apartment also includes a covered entry and a two car garage containing one standard and one compact parking stall. Certain Apartments may have a seven foot (7 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1 drawings of the Condominium Map. A five foot (5 ft.) deep covered lanai built off of the living room and an enlarged concrete slab is depicted on the Option 1A drawings of the Condominium Map. Developer shall indicate when it files the "as-built" verified statement referenced in Section 18.3(a), which Apartments were built with the optional lanais. All Apartments have a fenced back yard limited common element. The Apartment has a net living area of approximately 1,234 square feet, a net covered entry area of approximately 61 square feet and a net garage area of approximately 422 square feet.

Trades, Plan 3 (4 Bedroom, 2 ½ Bath)

Two story four bedroom, two and one-half bath Apartment with the kitchen, dining room, living room and half bathroom on the ground floor, connected by an interior stairway to the second floor which has a master bedroom, master bathroom, three bedrooms and an additional bathroom. The Apartment also includes a covered entry and a two car garage containing one standard and one compact parking stall. Certain Apartments may have a seven foot (7 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1 drawings of the Condominium Map. A five foot (5 ft.) deep covered lanai built off of the living room and an enlarged concrete slab is depicted on the Option 1A drawings of the Condominium Map. Certain Apartments may have a Loft/Sitting area instead of a fourth bedroom as depicted on the Option 2 drawings of the Condominium Map. Developer shall indicate when it files the "as-built" verified statement referenced in Section 18.3(a), which Apartments were built with the optional lanais and/or the optional loft/sitting room. All Apartments have a fenced back yard limited common element. The Apartment has a net living area of approximately 1,232 square feet, a net covered entry area of approximately 19 square feet and a net garage area of approximately 465 square feet.

Trades, Plan 4 (4 Bedroom, 3 Bath)

Two story four bedroom, two and three bath Apartment with the kitchen, dining room, living room and a bathroom on the ground floor, connected by an interior stairway to the second floor which has a master bedroom, master bathroom, three bedrooms and an additional bathroom. The Apartment also includes a covered entry and a two car garage containing one standard and one compact parking stall. Certain Apartments may have a seven foot (7 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1 drawings of the Condominium Map. A five foot (5 ft.) deep covered lanai built off of the living room and an enlarged concrete slab is depicted on the Option 1A drawings of the Condominium Map. Certain Apartments may have a master retreat instead of a fourth bedroom as depicted on the Option 2 drawings of the Condominium Map. Certain Apartments may combine the master bedroom with the fourth bedroom to form a master suite as depicted on the Option 3 drawings of the Condominium Map. Developer shall indicate when it files the "as-built" verified statement referenced in Section 18.3(a), which Apartments were built with the optional lanais and/or the optional master retreat and/or the optional master suite. All Apartments have a fenced back yard limited common element. The Apartment has a net living area of approximately 1,375 square feet, a net covered entry area of approximately 19 square feet and a net garage area of approximately 429 square feet.

NOTE: The sizes and configurations of the fenced yard reflected on the Condominium Map are approximations only. Actual sizes and configurations may vary due to the placement and location of utilities and due to varying terrain surrounding each building.

END OF EXHIBIT "C"

EXHIBIT "D"

COMMON AND LIMITED COMMON ELEMENTS

COMMON ELEMENTS:

1. The land covered by Lot 18995, Map 1525 of Land Court Application 1069. The land is further described in Exhibit "A" of the Declaration. The encumbrances on the land are further described in Exhibit "E" of this public report.
2. All yards, grounds, planting areas, gates, fences, retaining walls (if any), trash collection areas and walkways;
3. All access lanes, roads, curbs, sidewalks and street lights;
4. Installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central appurtenant transmission facilities and installations over, under or across the Project which serve more than one Apartment for services such as power, light, gas, hot water, cold water, sewage, drainage, telephone, radio and television signal distribution, if any;
5. Any apparatus and installations existing for common use, such as tanks, pumps, irrigation lines, motors, fans, compressors, ducts, vents and other such installations and apparatus; and
6. All other parts of the Project necessary or convenient to its existence, maintenance and safety or normally in common use.

LIMITED COMMON ELEMENTS:

7. Yard areas as shown on the Condominium Map;
8. Driveway that adjoins the garage of the Apartment;
9. Walkway that adjoins the entry to the Apartment; and
10. All other common elements which are rationally related to less than all of the apartments in the Project.

EXHIBIT “E”

ENCUMBRANCES AGAINST TITLE

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. Restrictions, covenants and conditions as contained in that certain Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions dated July 21, 1988, recorded in said Office of the Assistant Registrar as Document No. 1568352, as amended by instrument dated May 30, 1989, recorded in the Office of said Assistant Registrar as Document No. 1652869, as further amended by instrument dated June 21, 1991, recorded in the Office of the Assistant Registrar as Document No. 1888053, and as may be further amended from time to time. The Property was made subject to the above Declaration of Covenants, Conditions and Restrictions by that certain Declaration of Addition of Real Property dated July 20, 2000, recorded in said Office of the Assistant Registrar as Document No. 2639394 (also affects other property). *[This is also referred to as the “Master Declaration”.]*
3. Declaration of Land Use Conditions dated July 12, 1991, recorded in said Office of the Assistant Registrar as Document No. 1836142. *[This Declaration states that the State of Hawaii Land Use Commission has reclassified the property as part of the State Land Use Urban District subject to the Developer building certain infrastructure, building residential units with appropriate sound attenuation measures, selling a certain portion of the development pursuant to an affordable housing program, setback requirements and archaeological/historic preservation requirements should any previously undiscovered artifacts be subsequently discovered.]*
4. Unilateral Agreement and Declaration for Conditional Zoning dated July 12, 1994, recorded in said Office of the Assistant Registrar as Document No. 2163448. *[This document was required by the City and County of Honolulu in order to obtain a change of zoning. It requires the Developer to develop and to submit to the City master site, drainage, landscape and affordable housing plans. It also requires the Developer to construct certain infrastructure and establishes an annual reporting requirement of Developer’s progress in these areas.]*
5. The terms and provisions of that certain Short Form Memorandum of Infrastructure Plan dated June 15, 2000 and recorded in Land Court as Document No. 2634847. Said Short Form Memorandum was amended by that certain Short Form Memorandum of Amended and Restated Infrastructure Plan dated October 19, 2011 and recorded in said Office of the Assistant Registrar as Document No. 4106783. *[These documents will be released once the grants of easements covering the Private Drain Line and Shared Private Access Road described in Section 7 on Page 18c are executed and recorded.]*
6. Declaration of Confirmation of Restrictions, Reservations, Conditions and Covenants dated June 19, 2001, recorded in said Office of the Assistant Registrar as Document No. 2728207; *[This Declaration limits the type of development that can be constructed on the property to residential use, including non-commercial recreational facilities, utilities, public or private schools, churches, parks, golf course, agricultural use, roadways, drainage and sewer facilities and other infrastructure necessary to serve a residential development. Reserves all subsurface water and water rights to the Estate of James Campbell, Deceased, except for the drilling of non-potable wells to service the property.]*
7. Declaration of Covenants, Conditions and Restrictions on Use and Reservations (Laulani Parcel) dated September 30, 2003, recorded in Land Court as Document No. 3002899. The rights and obligations of the Trustees under the Will and of the Estate of James Campbell, deceased were assigned to James Campbell Company, LLC, a Delaware limited liability company by that certain Assignment Of Rights Under Declaration Of Covenants, Conditions And Restrictions On Use

And Reservations (Laulani Parcel) and Under Limited Warranty Deed And Use Restrictions (Laulani Parcel) dated January 13, 2012 and recorded in Land Court as Document No. T-8079016. A certain covenant was released from the foregoing Declaration by that certain Release Of Encumbrance From Property And Certification of Approved Use dated January 13, 2012 and recorded in Land Court as Document No. T-8082058. *[This Declaration limits the type of development that can be constructed on the property to residential use, including non-commercial recreational facilities, utilities, public or private schools, churches, parks, golf course, agricultural use, roadways, drainage and sewer facilities and other infrastructure necessary to serve a residential development. Reserves all subsurface water and water rights to the Estate of James Campbell, Deceased, except for the drilling of non-potable wells to service the property.]*

8. Limited Warranty Deed and Use Restrictions (Laulani Parcel) dated September 30, 2003, recorded in said Office of the Assistant Registrar as Document No. 3002900. The rights and obligations of the Trustees under the Will and of the Estate of James Campbell, deceased were assigned to James Campbell Company, LLC, a Delaware limited liability company by that certain Assignment Of Rights Under Declaration of Covenants, Conditions And Restrictions On Use And Reservations (Laulani Parcel) and Under Limited Warranty Deed And Use Restrictions (Laulani Parcel) dated January 13, 2012 and recorded in Land Court as Document No. T-8079016. A certain covenant was released from the foregoing Deed by that certain Release Of Encumbrance From Property And Certification Of Approved Use dated January 13, 2012 and recorded in Land Court as Document No. T-8082058. *[This document reiterates the restrictions stated in Item 8 above and specifically references Document No. 3002899.]*
9. Declaration of Land Use Conditions dated February 9, 2004, recorded in said Office of the Assistant Registrar as Document No. 3068154; *[This Declaration states that the State of Hawaii Land Use Commission has reclassified the property as part of the State Land Use Urban District subject to the Developer building certain infrastructure, selling a certain portion of the development pursuant to an affordable housing program, setback requirements and archaeological/historic preservation requirements should any previously undiscovered artifacts be subsequently discovered.]*
10. Unilateral Agreement and Declaration for Conditional Zoning dated March 16, 2004, recorded in said Office of the Assistant Registrar as Document No. 3084363; *[This document was required by the City and County of Honolulu in order to obtain a change of zoning. It requires the Developer to develop and to submit to the City master site, drainage, landscape and affordable housing plans. It also requires the Developer to construct certain infrastructure and establishes an annual reporting requirement of Developer's progress in these areas.]*
11. Mortgage and Security Agreement dated August 1, 2004, made by and between Gentry Homes, Ltd. and Gentry Investment Properties, as Mortgagor, and Bank of Hawaii, as Agent, as Mortgagee, recorded as Document No. 3148449, as amended by Document No. 3532518. *[Developer will record a document to release this encumbrance prior to conveyance of an apartment to buyer.]*
12. Assignment of Sales Contracts and Sales Proceed dated August 1, 2004, made by and between Gentry Homes, Ltd., a Hawaii corporation, as Assignor, and Bank of Hawaii, as Agent, as Assignee, recorded as Document No. 2004-162053, as amended by Document No. 2007-004498. *[Developer will record a document to release this encumbrance prior to conveyance of an apartment to buyer.]*
13. Financing Statement recorded on August 9, 2004, made by Gentry Investment Properties and Gentry Homes, Ltd., as Debtor and Bank of Hawaii, as Agent, as Secured Party, recorded as

- Document No. 2004-162054, as amended by Document No. 2009-071078. *[Developer will record a document to release this encumbrance prior to conveyance of an apartment to buyer.]*
14. Unilateral Agreement and Declaration for Conditional Zoning dated May 24, 2006 and recorded in said Office of the Assistant Registrar as Document No. 3433308. *[This document was required by the City and County of Honolulu in order to obtain a change of zoning. It requires the Developer to develop and to submit to the City master site, drainage, landscape and affordable housing plans. It also requires the Developer to construct certain infrastructure and establishes an annual reporting requirement of Developer's progress in these areas.]*
 15. Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO) dated July 18, 2008 and recorded in said Office of the Assistant Registrar as Document No. 3779579. *[This document, which is also referred to as the "Joint Development Agreement", allows multiple zoning lots to be treated as one zoning lot. The Joint Development Agreement was originally recorded on Lots 17871 and 17872, Map 1380, Land Court Application No. 1069. The area originally covered by Lots 17871 and 17872, Map 1380 is also referred to as the "Joint Development Area". Lot 17871 was later subdivided by various Land Court Maps including Map 1525, Land Court Application No. 1069. (LAULANI VIII is on Lot 18995, Map 1525, Land Court Application No. 1069.)*
 16. Declaration of Intent to Develop and Merger; Consent dated March 2, 2009, recorded in said Office of the Assistant Registrar as Document No. 3835206.
 17. Grant of Avigation and Noise Easement in favor of the State of Hawaii, Department of Transportation, Airports Division, dated October 8, 2010, recorded in said Office of the Assistant Registrar as Document No. 4013443.
 18. Easement 10434, for access and utility, as shown on Map 1525, Land Court Application No. 1069, as set forth by Land Court Order No. 187206 recorded on June 1, 2011.
 19. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the Declaration of Condominium Property Regime of LAULANI VIII dated June 28, 2011 recorded in said Office of the Assistant Registrar as Document No. 4083631, as amended by that certain First Amendment to Declaration of Condominium Property Regime of Laulani VIII recorded in said Office of the Assistant Registrar as Document No. 4104772 and as the same may be further amended from time to time and Condominium Map No. 2112, as amended by that certain First Amendment to Declaration of Condominium Property Regime of Laulani VIII recorded in said Office of the Assistant Registrar as Document No. 4104772 and as the same may be further amended from time to time.
 20. By-Laws of the Association of Apartment Owners of LAULANI VIII dated June 28, 2011 and recorded in said Office of the Assistant Registrar as Document No. 4083632, as the same may be further amended from time to time.
 21. Certificate of Administrative Merger of Laulani, Laulani II, Laulani III, Laulani IV, Laulani V, Laulani VII, Laulani VIII and Laulani X dated February 14, 2012 but effective March 1, 2012 and recorded in said Office of the Assistant Registrar as Document No. T-8086001.
 22. Certificate of Administrative Merger of Laulani, Laulani II, Laulani III, Laulani IV, Laulani V, Laulani VII, Laulani VIII, Laulani IX, Laulani X, Laulani XI and Laulani XII dated June 14, 2012 but effective July 1, 2012 and recorded in said Office of the Assistant Registrar as Document No. T-8206151.
 23. Real property taxes due and payable, refer to Director of Finance, City and County of Honolulu.

EXHIBIT "F"

THE DEVELOPER'S RESERVED RIGHTS TO CHANGE THE CONDOMINIUM DOCUMENTS

DEVELOPER'S RESERVED RIGHTS. The Developer's Reserved Rights outlined in this Exhibit "F" are necessary and/or helpful to developing LAULANI VIII in phases. The Developer may exercise the Developer's Reserved Rights stated in the Declaration separately or in one or more combinations and at one or more times, at the Developer's sole discretion. The Developer has no duty or obligation to exercise the Developer's Reserved Rights. The Developer may exercise the Developer's Reserved Rights until the expiration of the Development Period (as defined in the Declaration), unless otherwise specifically stated.

The Developer may exercise any of the Developer's Reserved Rights stated in this Exhibit "F" without being required to obtain the approval, consent, or joinder of anyone else and without the knowledge of anyone else. This includes but is not limited to the Association of Apartment Owners, any lender, or any other Apartment Owner or other person acquiring an interest in LAULANI VIII. When a person or entity acquires an interest in an Apartment or any other interest in LAULANI VIII, said person or entity automatically:

- A. Takes said person's or entity's interest subject to the Developer's Reserved Rights and each and every exercise and/or assignment of them;
- B. Acknowledges, approves, consents to, agrees to and accepts (i) the Developer's Reserved Rights and the exercise of them from time to time; (ii) that such exercise may change the Project; (iii) that such exercise may result in the recalculation of the common interest of some or all Apartments in some cases; (iv) that the Developer can file and/or record any and all documents that the Developer deems necessary or convenient to the exercise of its rights, including but not limited to any amendment to the condominium documents.
- C. Agrees, promptly after being asked to do so, to join in, consent to, sign, have notarized, deliver and record all documents and do all other things that the Developer in its sole discretion determines to be necessary or convenient to the exercise of the Developer's Reserved Rights or to accomplish the purpose for which those rights were reserved (as determined by the Developer).
- D. Appoints the Developer as said person's or entity's attorney-in-fact with full power of substitution to execute such documents and do such other things on said person's or entity's behalf, which grant of such power, being coupled with an interest, is irrevocable and shall not be affected by the disability of any such party. The Developer cannot use its power of attorney to waive or release any right an Owner or other interested person might have under the Act, to cancel the purchase of an Apartment, or to mortgage an Owner's Apartment.

1. Developer's Reserved Right To Create New Apartments. The Developer reserves the right, to create one or more new apartments in the Project, to create additional floor plans/apartment types and to create and designate common elements and limited common elements appurtenant to any new apartment. The Developer may do this more than once and at any time prior to the expiration of the Development Period.

2. Developer's Reserved Right To Construct New Improvements. The Developer reserves the right, to design, designate, develop, build, add to and complete new improvements in LAULANI VIII. The Developer may do this more than once and at any time prior to the expiration of the Development Period.

3. Developer's Reserved Right To Effect Merger. The Developer reserves the right to effect an administrative merger of all or a portion of the condominium communities developed in the Joint Development Area with LAULANI VIII pursuant to the terms of the Declaration of Intent to Develop and Merge. The new maintenance fee/voting allocation shall be as described in Section 4(b) of the Declaration of Intent to Develop and Merge.

4. Developer's Reserved Right To Add Or Withdraw Land. The Developer reserves the right to either add or withdraw real property from the Project by amending the Declaration, By-Laws and Condominium Map and any other documents that the Developer deems necessary or convenient to effect such addition or withdrawal of real property to LAULANI VIII.

5. Developer's Reserved Right To Subdivide And/Or Consolidate Land. The Developer reserves the right to subdivide the land and/or consolidate the land with other real property in order to effect the addition or withdrawal of land as described above by amending the Declaration, By-Laws, Condominium Map and any other document that the Developer deems necessary or convenient to effect such subdivision or consolidation.

6. Developer's Reserved Right to Build Future Recreation Center and Mail Center. Developer has reserved the right in the LAULANI VIII Declaration to create a centralized mail room within a future recreation center (the "Recreation Center"). The future Recreation Center will be on land that is within the Joint Development Area and will service all residents in the Joint Development Area. Developer has submitted the permit for the Recreation Center and anticipates that construction will begin sometime in July 2011 with a completion date in late November 2011. The Recreation Center, as currently planned, will have a centralized mail room, a swimming pool, a large pavilion that will house an office, bathrooms and storage areas and five (5) other smaller pavilions. The Recreation Center is subject to the approval of the Department of Planning and Permitting of the City and County of Honolulu. The Developer intends to grant the several associations of apartment owners in the Joint Development Area a license to use the Recreation Center and Mail Room. Upon completion of the Joint Development Area, Developer intends to convey the Recreation Center lot to the several associations in the Joint Development Area.

7. Developer's Reserved Right if Mail Center is Not Built. If, for whatever reason, Developer does not build the Mail Center, Developer reserves the right to install permanent mailbox facilities in LAULANI VIII. The mailbox facilities will be a common element of LAULANI VIII and each individual mailbox within the mailbox facility will be a limited common element appurtenant to a designated apartment. Developer further reserves the right to amend the Declaration, Condominium Map and, if necessary, the By-Laws to note the creation and installation of said mailbox facilities.

END OF EXHIBIT "F"

EXHIBIT "G"

ESTIMATED BUDGET AND INTITAL MAINTENANCE FEE SCHEDULE

CERTIFICATE

I, the undersigned, duly sworn on oath, depose and affirm as follows:

1. I am the Senior Vice President for Hawaiiana Management Company, Ltd., a Hawaii corporation, designated by the Developer of the Laulani VIII (Area 45 and 46) Condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.

2. I hereby certify that the breakdown of the initial estimated budget and maintenance fee schedule for each unit in the Project, as set forth in Exhibit "1" attached hereto and hereby incorporated herein by reference, were determined in accordance with Section 514B-148 of the Hawaii Revised Statutes and Chapter 107 of the Hawaii Administrative Rules, and are reasonable estimates for the one-year period commencing June 13, 2012, based on generally accepted accounting principles.

3. As permitted pursuant to Section 514B-148(b), new associations need not collect estimated reserves until the fiscal year which begins after the association's first annual meeting. The Developer has not conducted a reserve study for the Project. The budget amount for Reserves is an estimate only.

DATED: Honolulu, Hawaii, this 13 day of June, 2012.


Name: Kevin D. Cole
Title: SENIOR VICE PRESIDENT

Subscribed and sworn to before me
this 13 day of June, 2012.

State of Hawaii
City & County of Honolulu

Date: June 13, 2012 # of Pages: 3

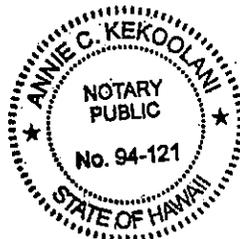
Doc. Description: Certificate of Managing Agent & Estimated
Annual Disbursements for: Laulani VIII (Area 45 & 46)

Notary Signature
Name: Annie C. Kekoolani

No. & Expiration: 94-121; 02-16-2014

First Circuit, State of Hawaii

NOTARY CERTIFICATION



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Laulani VIII
Estimated Budget and Initial Maintenance Fee Schedule for
10 units

06-13-2012

	Monthly INCLUDING Rec Cntr	Annually INCLUDING Rec Cntr
Administration		
Tax Preparation/Audit	\$ 5	\$ 60
Legal Fees	\$ 25	\$ 300
Property Management/Accounting	\$ 524	\$ 6,283
Design Review	\$ 15	\$ 180
Mgmt. Office Expenses	\$ 75	\$ 900
Computer/Office Supplies	\$ 10	\$ 120
Education Expense	\$ 10	\$ 120
Condominium Registration	\$ 20	\$ 240
Miscellaneous Expenses(1)	\$ 18	\$ 216
Payroll & Benefits		
Site Management Service	\$ 300	\$ 3,600
Maintenance, Repair, Supplies		
Grounds/Yards & Common	\$ 300	\$ 3,600
Landscape/Irrigation Extras	\$ 5	\$ 60
Miscellaneous Repairs & Purchases(2)	\$ 25	\$ 300
Grounds/Tree Trimming	\$ 5	\$ 60
Pool Service	\$ 15	\$ 180
Rec Ctr/Pool supplies & maint	\$ 10	\$ 120
Pest Control - Rec Center Only	\$ 5	\$ 60
Security Suvellance	\$ 5	\$ 60
Utilities		
Electricity	\$ 80	\$ 960
Water - Potable (3)	\$ 250	\$ 3,000
Sewer	\$ 800	\$ 9,600
Irrigation Non-Potable Water (4)	\$ 60	\$ 720
Gas - Propane	\$ 5	\$ 60
Telephone - Office	\$ 5	\$ 60
Insurance		
Master Policy	\$ 400	\$ 4,800
Recreation Center Insurance Policy	\$ 22	\$ 264

Laulani VIII

06-13-2012

**Estimated Budget and Initial Maintenance Fee Schedule for
10 units**

	Monthly INCLUDING Rec Cntr	Annually INCLUDING Rec Cntr
Taxes & Government Assessments		
Real Property Tax - Rec Center	\$ 4	\$ 45
GET	\$ 3	\$ 36
Reserves	\$ 400	\$ 4,800
Asphalt Overlay/Slurry Seal		
PVC & Aluminum Fencing/Gates		
Streetlights/Sidewalk Lighting		
Backflow Preventer		
Irrigation System Controls		
Painting		
Pool Deck Furniture		
Security System		
Office Equipment		
Kitchen Stations		
Pool Equipment		
Restrooms		
Pool Resurface (Tile/Coping)		
Asphalt Shingles		
Gutters & Downspouts		
Signs		
TOTAL DISBURSEMENTS	\$ 3,400	\$ 40,804
Monthly Maintenance Fee Amount	\$ 340.03	Per Unit
(1) Recording secretary, tally clerk		
(2) Misc. fence, electric, light pole, signs, address light repairs, etc.		
(3) Potable water only. Used in homes and does not include irrigation		
(4) Non-Potable water used for common area irrigation		
Note: The foregoing maintenance fees do not include the dues payable to the Ewa By Gentry Community Association. At the present time those dues are \$105 per quarter for a total of \$420 per year.		

DEVELOPER'S STATEMENT ON COMMENCEMENT OF MAINTENANCE FEES

Maintenance fees for LAULANI VIII commenced on November 1, 2011.

EXHIBIT "H"

SUMMARY OF SALES CONTRACT

The Sales Contract contains the price and other terms and conditions under which a buyer will agree to buy an apartment in the Project. Among other things, the Sales Contract states the following:

1. Buyer must live in the apartment for at least 365 consecutive days.
2. Buyer has certain obligations if Buyer wants a mortgage loan to cover part of the purchase price.
3. Buyer's money will be held in escrow, under the terms of the Escrow Agreement.
4. Buyer will not receive interest on deposits made under the Sales Contract.
5. The apartment will be subject to various other legal documents which Buyer should examine.
6. The Project will be subject to ongoing construction and sales activities which may result in certain annoyances to Buyer.
7. Seller has no control over certain activities on adjacent property owned by others including agriculture, military, utility and aviation. These activities may cause some inconveniences to Buyer. Buyer will indemnify Seller and the owners of the properties involved except in cases of negligence or willful misconduct.
8. The sales contract will become fully binding when (i) Buyer receives a public report including all amendments with an effective date issued by the Hawaii Real Estate Commission, the condominium project's recorded declaration, by-laws, executed house rules, a letter-sized condominium map any applicable amendments (ii) Buyer signs a receipt for an amended Public Report referencing the recorded condominium documents; (iii) Buyer has had an opportunity to read the amended Public Report (referencing the recorded condominium documents) and waives Buyer's right to cancel as provided in the Receipt and Notice of Right to Cancel.
9. Under certain circumstances where the apartment is ready for occupancy and Buyer has not completed his financing arrangements for the purchase of the apartment, Buyer will be responsible for all of Seller's expenses as a result of Buyer's delay.
10. In the event of default prior to closing under the sales contract:
By Buyer:
 - a. Seller may cancel the sales contract and retain Buyer's initial deposit;
 - b. Seller may file a lawsuit for damages;
 - c. Seller may file a lawsuit for "specific performance"; and
 - d. Buyer shall be responsible for expenses incurred.
By Seller:
 - a. Buyer may file a lawsuit for "specific performance";
 - b. Buyer may cancel the sales contract and Seller will return all deposits, without interest;
 - c. Buyer has all remedies available at law and in equity.

EXHIBIT "I"

SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement describes the arrangement under which the deposits a buyer makes under a Sales Contract will be held by a neutral party ("Escrow"). The following are relevant terms stated in the agreement:

1. Interest on Buyer's deposits will accrue in favor of the Seller and not the Buyer unless the parties specifically provide otherwise.
2. Escrow will arrange for Buyer to sign all necessary documents.
3. The Escrow Agreement describes the conditions upon which a refund will be made to a buyer.
4. The Escrow Agreement describes what will happen to a buyer's funds if a party defaults under the Sales Contract.
5. The Escrow Agreement contains various other provisions and establishes certain charges with which the Buyer should become acquainted.
6. The Escrow Agreement provides that upon receipt of the following, Escrow may close a sale:
 - a. the apartment deed in recordable form executed by the Seller;
 - b. the full amount of the purchase price of the apartment as stated in the Sales Contract;
 - c. any mortgage securing payment by the Buyer;
 - d. the Buyer's share of the closing costs
 - e. any additional sums to be paid by the Buyer under the Sales Contract;
 - f. any releases or partial releases of any mortgage, financing statement or other encumbrances on the Apartment required to be paid or released under Section 514B-45 of the Hawaii Revised Statutes, as amended.

END OF EXHIBIT "I"

EXHIBIT "J"

CONSTRUCTION WARRANTIES

Building and Other Improvements: The apartment and related common elements will be covered by a Limited Warranty. The Limited Warranty will be for a ten (10) year period which will commence on the recording date of the deed to the Buyer. The coverage amount will be the base sales price of the apartment. The Limited Warranty will be substantially similar to the sample Limited Warranty attached as Exhibit "J-1" to this public report. The Developer reserves the right to make changes to the Limited Warranty without further notification to Buyer. The Developer's obligations under the Limited Warranty are expressly conditioned on prompt notification by Buyer or the Association to the Developer of any defects in the Apartment. In addition, Developer will not be responsible for damage to the Apartment or common elements arising out of the failure of Buyer or the Association to take reasonable and prudent steps to maintain the property or to prevent damage or further damage to the Property. **ROUTINE MAINTENANCE WORK IS NOT COVERED BY ANY WARRANTY.**

Appliances: Warranties on appliances furnished with an apartment are not provided by the Developer. the execution and delivery of the apartment deed will operate as an assignment from the Developer to the Buyer of the respective manufacturer's or dealers' warranties, if any.

END OF EXHIBIT "J"

EXHIBIT "J-1"
SAMPLE LIMITED WARRANTY

HOME BUILDER'S LIMITED WARRANTY

Administered by Professional Warranty Service Corporation ("PWC")

TABLE OF CONTENTS

	Introduction
Section I.	Warranty Coverage
Section II.	OUR Warranty Obligations
Section III.	Homeowner Maintenance Obligations
Section IV.	Coverage Limitations
Section V.	Exclusions
Section VI.	Procedure to Request US To Perform Under This LIMITED WARRANTY
Section VII.	Binding Arbitration Procedure
Section VIII.	General Conditions
Section IX.	Definitions
	Binding Arbitration Request Form
	Subsequent Home Buyer Acknowledgment and Transfer form

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY
BE ENFORCED BY EITHER PARTY**

PWC FORM NO. 117 SAMPLE Rev. 01/2007

Throughout this **HOME BUILDER'S LIMITED WARRANTY**, referred to hereinafter as the "**LIMITED WARRANTY**", the words "**YOU**" and "**YOUR**" refer to the **HOMEOWNER**, including any subsequent owners, and, where applicable, a **HOMEOWNERS ASSOCIATION**. The words "**WE**", "**US**" and "**OUR**" refer to the **BUILDER**. The other words and phrases which appear in boldface uppercase type also have special meaning. Refer to the **Section IX. Definitions**, so that **YOU** will understand the terminology applicable to this **LIMITED WARRANTY**.

This **LIMITED WARRANTY** establishes an agreed method for determining when a **CONSTRUCTION DEFECT** exists and a clear understanding of **OUR** responsibilities for remedying any such **CONSTRUCTION DEFECT**. This **LIMITED WARRANTY** also helps distinguish a **CONSTRUCTION DEFECT** that is **OUR** responsibility from those minor imperfections that can reasonably be expected in a **HOME** or the **COMMON ELEMENTS**, or that result from normal wear and tear or the neglect of routine **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance responsibilities.

This **LIMITED WARRANTY** contains the procedures **YOU** must use to notify **US** of a condition in **YOUR HOME** or the **COMMON ELEMENTS** which **YOU** believe may constitute a **CONSTRUCTION DEFECT**. In the event a condition occurs in the **HOME** or the **COMMON ELEMENTS** that **YOU** believe may constitute a **CONSTRUCTION DEFECT**, **YOU** agree to submit any request for warranty performance in accordance with the procedure described in this **LIMITED WARRANTY**. Based on the information **YOU** provide and, where **WE** deem it necessary, information obtained from **OUR** onsite investigation, inspection and/or testing of the **HOME** or the **COMMON ELEMENTS**, **WE** will determine whether **WE** agree with **YOU** that the condition constitutes a **CONSTRUCTION DEFECT**. If **WE** determine that the condition reported by **YOU** is a **CONSTRUCTION DEFECT**, **WE** will remedy the condition in accordance with the remedies prescribed in this **LIMITED WARRANTY**. **WE** will make this determination in accordance with **Section II, OUR Warranty Obligations**, contained in this **LIMITED WARRANTY**.

THIS LIMITED WARRANTY PROVIDES THAT ANY AND ALL CLAIMS AND DISPUTES BETWEEN YOU AND US WHICH YOU AND WE ARE UNABLE TO RESOLVE BY MUTUAL AGREEMENT, SHALL BE RESOLVED SOLELY AND EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS AND PROCESS DESCRIBED WITHIN THIS DOCUMENT. BY THIS AGREEMENT, BOTH YOU AND WE ARE WAIVING THE RIGHT TO LITIGATE DISPUTES IN COURT.

To the extent permitted by law, all express or implied warranties other than this **LIMITED WARRANTY**, including any oral or written statement or representation made by **US** or any other person, and any implied warranty of habitability, merchantability or fitness for a particular purpose, are hereby disclaimed by **US** and are waived by **YOU**. **YOUR** only remedy in the event of a **CONSTRUCTION DEFECT** in or to the **HOME** or the **COMMON ELEMENTS** or to the real property on which the **HOME** or the **COMMON ELEMENTS** is situated is that provided to **YOU** under this **LIMITED WARRANTY**.

Enclosed with this **LIMITED WARRANTY** is a Limited Warranty Validation Form. The Limited Warranty Validation Form is a part of the **LIMITED WARRANTY** and provides the dates on which the warranty coverage period begins and expires. It is important that this form be retained with the **LIMITED WARRANTY**.

WE have contracted with **PWC** for certain administrative services relative to this **LIMITED WARRANTY**. **PWC's** sole responsibility is to provide administrative services as set forth herein. Under no circumstances or conditions is **PWC** responsible for fulfilling **OUR** obligations under this **LIMITED WARRANTY**.

There may be instances where an additional **PWC** administered Builder's Limited Warranty is issued together with this **LIMITED WARRANTY**. If both of these warranties are issued to **YOU**, **YOU** agree to request warranty performance under either warranty relative to warrantable issues on the **HOME** or the **COMMON ELEMENTS**. **YOU** may not collect twice relative to the same issue.

If any provision of this **LIMITED WARRANTY** is determined to be unenforceable, such a determination will not

affect the remaining provisions. If this **LIMITED WARRANTY** or any provision herein is determined to be unenforceable as to a **HOMEOWNERS ASSOCIATION** or a specific **HOMEOWNER**, such a determination will not affect the enforceability of this **LIMITED WARRANTY** or such provision as to any other **HOMEOWNERS ASSOCIATION** or any other **HOMEOWNER**. Any dispute as to the enforceability of any provision of this **LIMITED WARRANTY**, including any dispute as to the scope or enforceability of the arbitration provision contained herein, shall be determined by binding arbitration as provided for in this **LIMITED WARRANTY**.

I. Warranty Coverage

Coverage under this **LIMITED WARRANTY** is expressly limited to **CONSTRUCTION DEFECTS** which occur during the **WARRANTY PERIOD** indicated on the Limited Warranty Validation Form and which are reported by **YOU** in accordance with the notification requirements of **Section VI. Procedure to Request US To Perform Under This LIMITED WARRANTY**. **OUR** obligations under this **LIMITED WARRANTY** apply to workmanship actually performed and materials actually installed in the **HOME** or the **COMMON ELEMENTS**. Any failure by **US** to complete construction of the **HOME** or **COMMON ELEMENTS**, where such failure is apparent and obvious, is not covered by this **LIMITED WARRANTY** and is not a **CONSTRUCTION DEFECT**.

During the **WARRANTY PERIOD** indicated on the Limited Warranty Validation Form, **WE** warrant that the **HOME** and the **COMMON ELEMENTS** will be free of **CONSTRUCTION DEFECTS**. **OUR** obligation to perform under this **LIMITED WARRANTY** requires that **WE** must receive written notice from **YOU** of the alleged **CONSTRUCTION DEFECT** as soon as reasonably possible after **YOU** become aware of a **CONSTRUCTION DEFECT** but not later than thirty (30) days after the expiration of the coverage. Telephonic or face-to-face discussion is not a substitute for required written notice and will not protect **YOUR** rights under this **LIMITED WARRANTY** (see **Section VI. Procedure to Request US To Perform Under This LIMITED WARRANTY**).

II. OUR Warranty Obligations

Upon **OUR** timely receipt of written notice from **YOU** alleging a **CONSTRUCTION DEFECT** during the **WARRANTY PERIOD**, **WE**, or parties acting on **OUR** behalf, will, where **WE** deem it necessary, inspect, investigate and/or test (including destructive testing) the condition alleged to be a **CONSTRUCTION DEFECT**. If **WE** determine that a **CONSTRUCTION DEFECT** exists, **WE**, or parties acting on **OUR** behalf, will (1) repair or replace the **CONSTRUCTION DEFECT**, (2) pay to **YOU** the actual amount it would cost **US** to repair or replace the **CONSTRUCTION DEFECT**, or (3) pay to **YOU** an amount equal to the diminution in fair market value caused by the uncorrected **CONSTRUCTION DEFECT**. Subject to the limitations described in **Section IV. Coverage Limitations**, if the **HOME** is rendered temporarily uninhabitable by a **CONSTRUCTION DEFECT** or by work necessary to repair a **CONSTRUCTION DEFECT**, **WE** shall pay the reasonable cost for **YOUR** alternate shelter until the **HOME** is restored to a habitable condition. Additionally, in connection with **OUR** remedy of a **CONSTRUCTION DEFECT**, and subject to the limitations described in **Section IV. Coverage Limitations**, **WE** shall repair, replace or pay the reasonable cost for:

- Those surfaces, finishes and coverings that are part of the **HOME** and that are damaged directly by a **CONSTRUCTION DEFECT** or that are damaged in the course of **OUR** repair of a **CONSTRUCTION DEFECT**.
- Home furnishings, carpet or personal property damaged directly by the **CONSTRUCTION DEFECT**.

The decision to repair, replace, or to make payment in lieu of repair or replacement is at **OUR** or **OUR** authorized representative's sole discretion. These remedies are **OUR** only obligations under this **LIMITED WARRANTY**.

A. Standards By Which the Existence of a CONSTRUCTION DEFECT Will Be Determined:

The following factors will be considered in determining whether a condition constitutes a **CONSTRUCTION DEFECT**. If **WE** dispute the existence of a **CONSTRUCTION DEFECT** and that dispute is submitted to binding arbitration, the parties agree these same factors will be considered by the arbitrator:

1. Any performance standards, tolerances or guidelines contained in documents provided to **YOU** by **US** at or prior to closing on the **HOME** or, in the case of a **HOMEOWNERS ASSOCIATION**, prior to transferring title or control to all the **COMMON ELEMENTS**. In the absence of a specific standard, tolerance or guideline in the documents for a condition occurring during the first year of the **WARRANTY PERIOD**, the Residential Construction Performance Guidelines published by the National Association of Home Builders, in effect at the time of construction of the **HOME** or, in the case of the **HOMEOWNERS ASSOCIATION**, at the time of construction of the **COMMON ELEMENTS**, shall apply. If no specific standard, tolerance or guideline is contained in any of the documents identified above, generally accepted local building practices and standards shall apply.
2. Consideration as to whether the condition:
 - materially affects the structural integrity of the **HOME** or **COMMON ELEMENTS**; or
 - has an obvious and material negative impact on the appearance of the **HOME** or **COMMON ELEMENTS**; or
 - jeopardizes the life or safety of the occupants of the **HOME** or the users of the **COMMON ELEMENTS**; or
 - results in the inability of the **HOME** or a **COMMON ELEMENT** to provide the functions that can reasonably be expected in such a **HOME** or **COMMON ELEMENT**.
3. Consideration as to whether a condition is the result of normal wear and tear. Conditions that are normal wear and tear or that are caused by normal wear and tear are not **CONSTRUCTION DEFECTS**.
4. Consideration as to whether the condition was caused by, or in any way resulted from, the failure of the **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** to perform normal or routine maintenance. Any condition that is determined to be a **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance issue, or any condition that results from improper or inadequate **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance, is not a **CONSTRUCTION DEFECT**;
5. Consideration as to whether the condition was caused by persons or entities other than **US** or someone acting on **OUR** behalf. Damage caused by persons or entities other than **US** or someone acting on **OUR** behalf is not a **CONSTRUCTION DEFECT**. For example, a large, visible scratch on marble tile in the entry foyer that was not noted in the pre-closing walk through inspection, but was reported after furniture was moved into the **HOME**, will not be considered a **CONSTRUCTION DEFECT**;
6. Recognition that any condition resulting directly or indirectly from or worsened by changes, additions, alterations or other actions or omissions by persons or entities other than **US** or someone acting on **OUR** behalf, will not be considered a **CONSTRUCTION DEFECT** (this includes, for example, changes to the topography, drainage or grade of the property);
7. Any **Exclusions** contained in this **LIMITED WARRANTY**.

III. Homeowner Maintenance Obligations

Maintenance of the **HOME** and the **COMMON ELEMENTS** is **YOUR** responsibility. All homes and common elements require periodic maintenance to prevent premature deterioration, water intrusion, and to ensure adequate performance of the **SYSTEMS**. **WE** will make a "Homeowner Maintenance Manual" or similar publication available to **YOU** upon request. Whether from this document or others that are readily available to **YOU**, **YOU** must understand and perform the maintenance that the **HOME** and **COMMON ELEMENTS** require. **WE** are not responsible for **HOME** or **COMMON ELEMENTS** maintenance issues or for damage that results from **YOUR** failure to maintain the **HOME** or the **COMMON ELEMENTS**.

IV. Coverage Limitations

Surfaces, finishes and coverings in the **HOME** which require repair due to damage caused by a **CONSTRUCTION DEFECT**, or such damage caused in the course of **OUR** repair of a **CONSTRUCTION DEFECT**, shall be repaired and restored to approximately the same condition as existed prior to the **CONSTRUCTION DEFECT**, but not necessarily to a like new condition. When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to such factors as fading, aging and unavailability of the same materials.

Home furnishings, carpet or personal property damaged by a **CONSTRUCTION DEFECT** shall be repaired or replaced at market value of the item at the time of damage. "Market value" shall mean the amount it would cost to repair or replace the damaged item with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

Alternate shelter during such time as the **HOME** is uninhabitable due to a **CONSTRUCTION DEFECT** or uninhabitable during work to repair a **CONSTRUCTION DEFECT**, shall be limited to those shelter costs expressly pre-approved by **US** or **OUR** designated representative.

V. Exclusions

- A. This **LIMITED WARRANTY** does not cover:
1. Any loss or damage resulting, either directly or indirectly, from the following causes, or occurring in the following situations:
 - a. Fire (unless caused by a **CONSTRUCTION DEFECT**);
 - b. Lightning;
 - c. Explosion (unless caused by a **CONSTRUCTION DEFECT**);
 - d. Riot and Civil Commotion;
 - e. Smoke (unless resulting from a **CONSTRUCTION DEFECT**);
 - f. Hail;
 - g. Aircraft;
 - h. Falling Objects;
 - i. Vehicles;
 - j. Floods;
 - k. Earthquake;
 - l. Landslide or mudslide originating on property other than the site of the **HOME** or the **COMMON ELEMENTS** or other property developed by the **BUILDER**;

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