

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

CONDOMINIUM PROJECT NAME	LANIPO CONDOMINIUM RESIDENCE
Project Address	215 and 217 Lanipo Drive Kailua, Hawaii 96734
Registration Number	7267 (Partial Conversion)
Effective Date of Report	<b>October 17, 2012</b>
Developer(s)	LANIPO LUNA LLC

**Preparation of this Report**

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

This report has 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.*

## SPECIAL ATTENTION

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and does not represent a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustration purposes only and should not be construed to be formal subdivision lines.

Facilities and improvements normally associated with county approved subdivisions may not necessarily be provided for and services such as county street maintenance and trash collection may not be available for interior roads.

This Public Report does not constitute an approval of the Project by the Real Estate Commission or any other government agency, nor does it ensure that all County codes, ordinances and subdivision laws have necessarily been complied with.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

HOLDING TANK FACILITY. Within the limited common element land area appurtenant to Unit 2 is a sewer holding tank facility ("HTF") which serves that unit. The HTF shall be deemed to be a limited common element appurtenant to Unit 2. It is the responsibility of the owner and/or occupant of Unit 2 to properly operate and maintain, at such unit owner's or occupant's sole cost and expense, the HTF appurtenant to Unit 2, including any valve for such unit's holding tank facility. The owner and occupant of Unit 2 shall at all times comply with and abide by all covenants, conditions and obligations and/or restrictions set forth in that certain Declaration for Holding Tank Facility dated October 21, 2011, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4107292, including, without limitations, paying for the services of a licensed consulting engineer to operate and maintain the HTF and submitting daily charts to the Department of Planning and Permitting, or such other applicable agency, at the end of each calendar year quarter. The Developer will not be liable to any owner, occupant or other person for any loss or injury in connection with the HTF, manhole cover or manhole. This means that no one will have the right to file any lawsuit against the Developer for any matter in connection with said terms.

As shown on the Condominium Map, the rock wall located on the land area that is part of the limited common element appurtenant to Unit 1 encroaches on the neighboring property. An Encroachment Agreement and License regarding this wall was filed in the Office of the Assistant Registrar as Land Court Document No. 2747668 and sets out the terms under which the encroachment is allowed to continue.

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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	215 a and 217 Lanipo Drive, Kailua, Hawaii 96734
Address of Project is expected to change because	
Tax Map Key (TMK)	(1) 4-3-03-020
Tax Map Key is expected to change because	Each unit will be assigned a new Tax Key Number
Land Area	25,835 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

**1.2 Buildings and Other Improvements**

Number of Buildings	2
Floors Per Building	2
Number of New Building(s)	1
Number of Converted Building(s)	1
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Unit 1: Wood and stucco Unit 2: Wood and concrete

**1.3 Unit Types and Sizes of Units**

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
1	1	4 / 4-1/2	4,872.6 sf	1,859.0 sf	See Ex A	6,731.6 sf
2	1	3 / 3	2,352.6 sf	1,487.6 sf	See Ex A	3,840.2 sf
See Exhibit <u>    A    </u> .						

2	<b>Total Number of Units</b>
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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:	Each unit includes one two-car garage (See Exhibit K)
Number of Guest Stalls in the Project:	See Exhibit K
Number of Parking Stalls Assigned to Each Unit:	Each unit includes one two-car garage (See Exhibit K)
Attach Exhibit <u>  K  </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 unit consists of the walls, roofs, windows, doors, ceilings, floors, slabs, footings, foundations, and entire structure of each of the aforesaid two (2) residential dwellings, including the spaces therein.

**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 G.

**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 \_\_\_\_\_.

As follows:

Each unit shall have fifty percent (50%) undivided fractional interest in the common elements of the project.

**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  B .

Described as follows:

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

**1.10 Limited Common Elements**

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

Described in Exhibit  C .

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: No more than two (2) domestic animals allowed per unit
<input type="checkbox"/>	Number of Occupants:
<input type="checkbox"/>	Other:
<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  D  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: Old Republic Title & Escrow of Hawaii

**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	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	R - 10
<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**

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

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

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

	Conforming	Non-Conforming	Illegal
Uses	<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"/>

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:

**1.15 Conversions**

<p><b>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</b></p>	<p><input checked="" type="checkbox"/> <b>Applicable</b></p> <p><input type="checkbox"/> <b>Not Applicable</b></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>See Exhibit F Unit 1: The structural components and mechanical and electrical installations are in good condition.</p>	
<p>Developer's statement of the expected useful life of each item reported above: Developer makes no representations with regard to the expected useful life of the structural components and mechanical and electrical installations of Unit 1.</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations:</p> <p>None</p>	
<p>Estimated cost of curing any violations described above:</p> <p>Not applicable</p>	
<p><b>Verified Statement from a County Official</b></p>	
<p>Regarding any converted structures in the project, attached as Exhibit <u>  J  </u> 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"> <li>(i) Any variances or other permits that have been granted to achieve compliance;</li> <li>(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</li> <li>(iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;</li> </ul> <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> <p>See Exhibit J</p>	

**1.16 Project In Agricultural District**

<p><b>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii?</b>  <b>If answer is "Yes", provide information below.</b></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><b>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS?</b>  <b>If answer is "Yes", complete information below.</b></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

<b>2.1 Developer(s)</b>	<p>Name: LANIPO LUNA LLC</p> <p>Business Address: 3618 Anela Place Honolulu, Hawaii 96822</p> <p>Business Phone Number : 808 722-2621</p> <p>E-mail Address: joemashawaii@gmail.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>Joseph Mastranonio George C. Christensen William Paul Johnson Revocable Trust Robin Dale Otagaki The Michael and Susan Erne Family Trust</p>
<b>2.2 Real Estate Broker</b>	<p>Name: Coldwell Banker Pacific Properties Business Address: 4211 Waiialae Avenue, UW1 Honolulu, Hawaii 96816</p> <p>Business Phone Number: 808 732-1414</p> <p>E-mail Address:</p>
<b>2.3 Escrow Depository</b>	<p>Name: Old Republic Title &amp; Escrow, Ltd. Business Address: 900 Fort Street Mall, Suite 1900 Honolulu, Hawaii 96813</p> <p>Business Phone Number: 808 566-0100</p>
<b>2.4 General Contractor</b>	<p>Name: Christensen Brothers Construction Business Address: P. O. Box 1139 Haleiwa, Hawaii 96712</p> <p>Business Phone Number: 808 778-5209</p>
<b>2.5 Condominium Managing Agent</b>	<p>Name: n/a Business Address:</p> <p>Business Phone Number:</p>
<b>2.6 Attorney for Developer</b>	<p>Name: Sandra J. Loomis Business Address: P. O. Box 240937 Honolulu, Hawaii 96824-0937</p> <p>Business Phone Number: 808 256-7025</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	July 3, 2012	T-8228131

#### Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number

#### 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	July 3, 2012	T-8228132

#### 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	2159
Bureau of Conveyances Map Number	

Dates of Recordation of Amendments to the Condominium Map:

**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 type="checkbox"/>	
Developer does not plan to adopt House Rules	<input checked="" 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%	100%
Bylaws	67%	100%

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

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

#### 4. CONDOMINIUM MANAGEMENT

##### 4.1 Management of the Common Elements

<u>Management of the Common Elements:</u> 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 type="checkbox"/>	Not affiliated with the Developer
<input checked="" 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

<u>Estimate of the Initial Maintenance Fees:</u> 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 <u>E</u> 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 type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input type="checkbox"/>	Water
<input 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 checked="" type="checkbox"/>	Gas for the Unit only
<input checked="" type="checkbox"/>	Water
<input checked="" 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 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 type="checkbox"/>	Escrow Agreement dated: June 29, 2012 Name of Escrow Company: Old Republic Title & Escrow of Hawaii, Ltd. 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 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 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 and Second Mortgage	Lender has priority over Buyer's rights under a sales contract, and has a right to terminate contract upon foreclosure of its mortgage before a unit sale is closed. Buyer entitled to refund less escrow cancellation fee.

### 5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:
Building and Other Improvements: None. See page 18b for additional disclosure regarding claims against the contractor under Chapter 672E of the Hawaii Revised Statutes.
Appliances: None (except that seller will pass on any valid warranties on appliances in units, if any.)

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

<p>Status of Construction:          Construction is completed on both Units. Construction of Unit 2 was completed on or about June 18, 2012. Construction of Unit 1 was completed in 1987 and renovated in 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><b>Box A</b></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><b><u>Important Notice Regarding Your Deposits:</u></b> 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><b>Box B</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 <b><u>Important Notice Regarding Your Deposits</u></b> 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, <b><u>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</u></b> (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 <b><u>Important Notice Regarding Your Deposits</u></b> 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.	<b>Developer's Public Report</b>
2.	<b>Declaration of Condominium Property Regime (and any amendments)</b>
3.	<b>Bylaws of the Association of Unit Owners (and any amendments)</b>
4.	<b>Condominium Map (and any amendments)</b>
5.	House Rules, if any
6.	Escrow Agreement
7.	Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8.	Other:

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

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)

Website to access rules: [www.hawaii.gov/dcca/har](http://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 30<sup>th</sup> 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. The two units of this project are designated on the Condominium Map as "Unit "1 and" Unit 2" and referred to in this report and the Declaration of Condominium Property Regime of Lanipo Condominium Residence as such. The address for Unit 1 is 215 Lanpo Drive and the address for Unit 2 is 217 Lanipo Drive.

2. The units in this project are built on one legally subdivided lot. The land of the project is a common element which is owned jointly by all unit owners in the project. The land area under and adjacent to each dwelling unit is designated as the limited common element for that unit and does not represent a legally subdivided lot. The dashed lines on the Condominium Map are for illustration purposes only.

3. All costs pertaining to the maintenance of each unit and its respective limited common element, including the cost of landscaping, maintenance, repair, replacement and improvement shall be borne by the respective unit owner. Section 514B-143, Hawaii Revised Statutes, requires the Association of Unit Owners to purchase certain hazard insurance to cover the improvements of the project. Premiums shall be common expenses. The Developer anticipates that the Association will elect to permit individual unit owners to obtain separate policies of hazard insurance and name the Association as an additional insured. In such case, the premiums will be the responsibility of the individual unit owners and not a common expense.

4. Hazardous Materials. The Developer neither prepared nor commissioned a Phase 1 Environmental Site Assessment and makes no representations or warranties whatsoever. The developer has made no independent investigation as to asbestos or other hazardous substances in the units or in, under or around the Project; including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", hazardous materials", or "toxic substances" under, or for the purposes of, hazardous material laws. Buyer acknowledges that in light of the age of the Project, there may be asbestos and other hazardous substances in the units, or in, under or around the Project. Because of the possible presence of such substances, Buyer should have the unit inspected to determine the extent (if any) of such contamination and any necessary remedial action. The developer will not correct any defects in the units or in the Project or anything installed or contained therein and Buyer expressly releases the developer from any liability to Buyer if any hazardous materials are discovered.

5. Lead Warning Statement. Pursuant to federal law, 42 U.S.C. 4852(d), the Residential Lead-Based Paint Reduction Act, "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint is recommended prior to purchase."

6. Disclosure re: Licensee status of Developer/Owner. Pursuant to Sections 16-99-3(c) Hawaii Administrative Rules, prospective purchasers are hereby advised that one of the members of the

Developer LLC, Joseph J. Mastrantonio, is currently an active Hawaii-licensed real estate broker and that one of the members of the Developer LLC, William Johnson, is a Hawaii-licensed real estate agent.

The principals of Christensen Brothers Construction, the general contractor for the project, are the sons of George Christensen, one of the members of the Developer, Lanipo Luna LLC.

7. Claims against Contractor: CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS WHICH PURCHASER MUST FOLLOW BEFORE PURCHASER MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED PURCHASER'S UNIT. NINETY (90) CALENDAR DAYS BEFORE PURCHASER FILES PURCHASER'S LAWSUIT OR OTHER ACTION, PURCHASER MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS PURCHASER ALLEGES ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. PURCHASER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT PURCHASER'S ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

8. Management of the Project. The Project consists of only two units and will be self-managed. Accordingly, the Developer has elected that Part VI of Chapter 514B (relating to management) shall not apply to the Project.

9. Building Permits.

- a. According to the Department of Planning and Permitting ("DPP") December 19, 2011 letter (attached as Exhibit J to this Public Report and referred to herein as DPP Letter), Building Permit No. 675201 was issued for electrical work and remains open. However, this permit has since closed.
- b. According to the DPP Letter Building Permit No. 671591 was issued for alteration to an existing dwelling (Unit 1) and for demolition of an existing CMU wall. The work covered by this permit has been completed and the permit has since closed.
- c. According to DPP Letter, Building Permit No. 673241 was issued for alteration to a single-family dwelling. Revision to this permit, No. 673241/A was issued to relocate shower and closets. The work covered by this permit, as revised, has been completed and the permit has since closed.
- d. According to the DPP Letter, Building Permit No. 679866 was issued to demolish the existing study. The work covered by this permit has been completed and the permit has since closed.

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.

LANIPO LUNA LLC

\_\_\_\_\_  
Printed Name of Developer

By:   
Duly Authorized Signatory\*

October 12, 2012

\_\_\_\_\_  
Date

Joseph J. Mastrantonio, Its Member/Manager

\_\_\_\_\_  
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City & County of Honolulu

Planning Department, City & County of Honolulu

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

## **EXHIBIT A**

### **UNIT TYPES AND SIZES OF UNITS**

Unit 1 is a two level structure. It consists of two entries, a family room, a living room, a breezeway, a lanai, one half bathroom, one full bathroom and a two (2) car garage on the first floor and four (4) bedrooms, three (3) full bathrooms, a family room, a bonus room, an exercise space, a hall and a deck on the second floor. Unit 1 contains a floor area of approximately 4,872.6 square feet, not including the 1,859 square feet of lanai, deck, breezeway, garage and other spaces.

Unit 2 is two level structure. It consists of a two (2)-car garage, a hall, a bedroom, a bathroom, and a deck on the first level and two (2) covered decks, a dining room/hallway, kitchen/living room, two (2) bedrooms and two (2) bathrooms on the second level. Unit 2 contains a floor area of approximately 2,352.6 square feet, not including the approximately 1,487.6 square feet of garage, deck and other spaces.

**END OF EXHIBIT A**

**EXHIBIT B**

**DESCRIPTION OF COMMON ELEMENTS**

The "common elements" include specifically but are not limited to:

- (a) The Land in fee simple;
- (b) All driveways, parking areas (not including garages within a unit), yard, grounds, landscaping and amenities thereon;
- (c) All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one unit for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any; and
- (d) Any and all other apparatus and installations of common use, or necessary for the support of either unit, and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

**END OF EXHIBIT B**

## EXHIBIT C

### DESCRIPTION OF LIMITED COMMON ELEMENTS

Certain parts of the common elements are designated and set aside for the exclusive use of certain units, and such units shall have appurtenant thereto easements for the use of such limited common elements as follows:

(a) The land area under and surrounding each respective unit, including the yard, grounds, landscaping, any amenities located thereon, including any driveways and parking areas not included within a unit, if any, shall be appurtenant to and for the exclusive use of that unit. The land area designated as limited common element appurtenant to Unit 1 consists of approximately 13,911 square feet and is designated on the Condominium Map as "Unit 1 13,911 SQ. FT." The land area designated as limited common element area appurtenant to Unit 2 consists of approximately 11,924 square feet and is designated on the Condominium Map as the "Unit 2 11,924 SQ. FT."

(b) Within the limited common element land area appurtenant to Unit 2 is a sewer holding tank facility ("HTF") which serves that unit. The HTF shall be deemed to be a limited common element appurtenant to Unit 2. It is the responsibility of the owner and/or occupant of Unit 2 to properly operate and maintain, at such unit owner's or occupant's sole cost and expense, the HTF appurtenant to Unit 2, including any valve for such unit's holding tank facility. The owner and occupant of Unit 2 shall at all times comply with and abide by all covenants, conditions and obligations and/or restrictions set forth in that certain Declaration for Holding Tank Facility dated October 21, 2011, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4107292, including, without limitations, paying for the services of a licensed consulting engineer to operate and maintain the HTF and submitting daily charts to the Department of Planning and Permitting, or such other applicable agency, at the end of each calendar year quarter. The Developer will not be liable to any owner, occupant or other person for any loss or injury in connection with the HTF, manhole cover or manhole. This means that no one will have the right to file any lawsuit against the Developer for any matter in connection with said terms.

(c) All pipes, wires, conduits, and other utility and service lines not contained within an unit but used exclusively by and servicing only such unit, shall be appurtenant to and for the exclusive use of that unit.

(d) One (1) mailbox shall be appurtenant to and for the exclusive use of each unit, and shall be designated with the street address of the unit thereon.

NOTE: The land area appurtenant to each unit does not represent a legally subdivided lot.

END OF EXHIBIT C

## EXHIBIT D

### ENCUMBRANCES AGAINST TITLE

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Location of the boundary of streambed and the effect, if any, upon the area of the land described herein, and the free flowage thereof.
3. Designation of Easement for sanitary sewer purpose, as shown on Map 86, as set forth by Land Court Order No. 55313, filed December 24, 2979.
4. Grant to City and County of Honolulu, dated September 29, 1979, filed in said Office as Land Court Document No. 993540, granting an easement for sanitary sewer purposes.
5. The terms and provisions contained in the Encroachment Agreement and License dated October 18, 2001, filed in said Office as Land Court Document No. 2747668, by and between Wallace Amos and Christine Mardell Harris-Amos, husband and wife, "Amos", and Daniel Alexander Smith and Sandra Lee Smith, husband and wife, "Smith."
6. The terms and provisions contained in the Declaration For Holding Tank Facility dated October 21, 2011, filed in said office as Document No. 4107292.
7. Mortgage dated May 11 by JOSEPH J. MASTRANTONIO, JR., Trustee of the Joseph Mastrantonio, Jr. 1990 Revocable Trust, dated October 22, 1990, as amended and GEORGE CHRISTENSEN to BANK OF HAWAII, a Hawaii corporation, filed May 16, 2011, filed in said Office as Land Court Document No. 4073014.
8. Second Mortgage, Security Agreement and Financing Statement dated April 30, 2012 by JOSEPH J. MASTRANTONIO, JR. Trustee of the Joseph J. Mastrantonio, Jr. 1990 Revocable Trust, dated October 22, 1990, as amended and GEORGE CHRISTENSEN, also known as GEORGE C. CHRISTENSEN, also known as GEORGE CLARENCE CHRISTENSEN, III, husband of Gail Morgan Beardsley, to PAUL ANTHONY STEINMEIER and SALLY PATRICIA WINTER, husband and wife, filed May 11, 2012 filed in said Office as Land Court Document No. T-8166499.
9. Covenants, conditions, restrictions, and other provisions set forth in the Declaration of Condominium Property Regime of Lanipo Condominium Residence dated July 3, 2012, filed in said Office as Document No. T-8228131.
10. Covenants, conditions, restrictions, and other provisions set forth in the By-Laws of the Association of Aptment Owners of Hoonanea Two Condominium Residence dated July 3, 2012, filed in said Office as Document No. T-8228132
11. Condominium Map No. 2159.
12. The terms and provisions of the Grant of Easement dated August 10, 2012, filed in said office as Document No. 8262088 by and between Lanipo Luna, LLC, a Hawaii limited liability company, as grantor, and Hawaiian Electric Company, Inc., a Hawaii corporation, as grantee.

END OF EXHIBIT D

## EXHIBIT E

### Estimate of the Initial Maintenance Fees

Project: Lanipo Condominium Residence  
215 and 217 Lanipo Street  
Kailua, Hawaii 96734

The Developer certifies:

1. The estimated maintenance fee for each unit is more fully described on the following page.
2. The estimate is based on generally accepted accounting principles.

Note: Developer discloses that no reserve study was done in accordance with Section 514B-148, Hawaii Revised Statutes, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

3. OBLIGATION TO PAY COMMON EXPENSES. A Unit Owner shall become obligated to start paying the Unit Owner's share of common expenses thirty (30) days after receiving written notice from the Developer or its successor.

Lanipo Luna, LLC

By:   
Joseph Mastrantonio  
Its Member/Manager

**ESTIMATED INITIAL OPERATING EXPENSES**  
**For Period July 1, 2012 to June 30, 2013**  
**As Prepared by Developer**

Estimated Annual Expenses of the Association

Ground Maintenance		
* Water/Sewer	\$	0.00
* Electricity:	\$	0.00
**Fire/Liability Insurance:	\$	0.00
Management Fee:	\$	0.00
Miscellaneous	\$	0.00
 TOTAL ANNUAL EXPENSES:	\$	 0.00
 Association's Estimated Monthly Expenses	\$	 0.00
 Estimated Monthly Maintenance Fee for Each Unit	\$	 0.00

Notes:

- \* All utilities will be separately metered or otherwise charged and the common elements will incur no separate utility charges.
  
- \*\* It is intended that each Unit owner obtain fire and liability insurance for his own Unit and share of the common elements (limited common elements appurtenant to his Unit).

END OF EXHIBIT E

## HEGER ARCHITECTS, INC

234 Dexter Ave N, Suite 2  
Seattle, WA 98109  
Ph: 206-898-6609  
Email: milan@hegerarchitecture.com

July 9, 2012

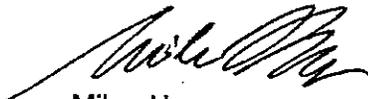
Joseph Mastrantonio  
Lanipo Luna LLC  
3618 Anela Place  
Honolulu, Hawaii 96822

Dear Mr. Mastrantonio:

I have inspected the residential structure at 215 Lanipo Street, Kailua, Hawaii (Unit 1 of the proposed Lanipo Condominium Residence condominium project) and report the following:

1. Subject to normal wear and tear commensurate with its age, Unit 1 appears to be in good structural condition consistent with its age.
2. Subject to normal wear and tear, the plumbing system in Unit 1 is operable and in good working order.
3. Subject to normal wear and tear, the electrical system in Unit 1 is operable and in good condition.

Sincerely,



Milan Heger  
HI Reg. Arch. No. 8786

## Developer's Statement Based on Architect's Report and Declaration

Based on the report prepared by project Architect Milan Heger (Haw. Reg. No. 8786), Lanipo Luna LLC states the following:

1. All structural components and mechanical and electrical installations material to the use and enjoyment of Unit 1 are in good condition.
2. No representations are made regarding the useful life of the structural components and mechanical and electrical installations of Unit 1.

The Developer states that there are no outstanding notices of uncured violations of building code or other regulations.

The Developer declares that the project is in compliance with all county zoning and building ordinances and codes and all other permitting regulations.

Lanipo Luna LLC

By   
Joseph Mastrantonio  
Its Member/Manager

## EXHIBIT G

### PERMITTED ALTERATIONS TO APARTMENTS

No apartment owner shall do any work which could jeopardize the soundness or safety of the project, reduce the value thereof, or impair any easement or hereditament. All other construction, restoration, replacement, addition to or alteration of either apartment or its appurtenant limited common elements by the owner of such apartment shall be permitted without restriction, except that the approval of the holder of a first lien affecting such apartment shall be obtained if the lienholder requires such approval and provided that the apartment owner constructing such improvements or making such additions or alterations strictly comply with all applicable laws, ordinances and regulations of any governmental entity, and also obtains any necessary building permits, at the apartment owner's sole expense. Any apartment owner who constructs, alters or renovates his respective apartment unit shall if required by the Condominium Property Act or this Declaration, file an amendment to the Declaration and the Condominium Map reflecting said alterations and/or renovations. All costs of such amendment shall be borne by said apartment owner.

The Association, through its Board of Directors, shall join in such Amendment if such Amendment is required by this Declaration and to cause such amendment to be filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

END OF EXHIBIT G

EXHIBIT H  
SUMMARY OF PROVISIONS OF SPECIMEN SALES CONTRACT

Developer intends to use the most recent edition of the Hawaii Association of Realtors' form of Purchase Contract as the sales contract. The specimen sales contract contains, among other things, the following additional provisions:

1. All of the rights of Buyer under the sales contract are and shall be subject and subordinate to the lien of any mortgage securing the repayment of the interim loan made to finance the project.
2. a) All payments to be made by Buyer shall be placed on deposit with Escrow and all checks shall be made payable to Escrow.  
  
(b) All funds received by Escrow may be deposited in an interest bearing account or accounts in a federally insured bank or savings and loan institution, and all interest earned from such account or accounts shall be credited to Seller's account, except as otherwise set forth in the sales contract.
4. If Buyer, within thirty (30) days from the mailing or delivery to Buyer by the Seller of a copy of any Amended Public Report, shall fail to acknowledge receipt thereof, or shall fail to give his written approval or acceptance of any said Amended Public Report, if the same differs from the Public Report in any material respect, then Seller in any such case may, at its sole option, terminate the sales contract and upon such termination, Seller shall cause Escrow to refund to Buyer all payments previously made by Buyer, without interest, and less Escrow's cancellation fee, and Seller shall have no further liability; provided, however, that if Seller shall not exercise this option and Buyer shall have failed to notify Seller in writing within said thirty (30) day period of Buyer's refusal to approve or accept any material changes set forth in such Amended Public Report, then and in such event, Buyer's approval and acceptance of any such material changes shall be conclusively presumed to have been given, and the sales contract shall continue as a binding obligation on both parties.
5. Buyer shall be entitled to a refund of all payments to be made pursuant to the sales contract without interest, if there is any material change in the project subsequent to the execution of the sales contract, which directly, substantially, and adversely affects the use or value of (1) Buyer's unit or appurtenant limited common elements, or (2) those amenities of the project available for Buyer's use. This right of rescission may be waived according to the terms set forth in Hawaii Revised Statutes Section 514B-87.
6. (a) Should Buyer fail to perform any of Buyer's obligations under the sales contract, Seller may (1) bring an action against Buyer for breach of contract and (2) retain Buyer's initial deposit and any additional deposits as liquidated damages. Buyer shall be responsible for expenses incurred.  
(b) Should Seller fail to perform any of Seller's obligations under the sales contract, Buyer may (1) bring an action against Seller for breach of contract, or (2) bring an action compelling Seller to perform under contract. Seller shall be responsible for expenses incurred.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE CONTRACT. WHILE A BUYER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE BUYER'S RIGHTS AND OBLIGATIONS, THE BUYER MUST REFER TO THE BUYER'S CONTRACT TO DETERMINE THE BUYER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONTRACT, THE CONTRACT WILL CONTROL NOT THIS SUMMARY.

END OF EXHIBIT H

## EXHIBIT I

### SUMMARY OF PROVISIONS OF ESCROW AGREEMENT

1. All monies received by Escrow shall be deposited, within a reasonable time of their receipt by Escrow and in reasonably convenient and practical sums in a special account or accounts with a financial institution or institutions in Hawaii, at the prevailing interest rate, and all interest paid thereon shall be credited to the account of the Seller.
2. Upon receipt of notice in writing from Seller that any payments are due under any sales contracts, Escrow shall give notice in writing to each Purchaser under a sales contract held by Escrow and shall call for such payment to be made to Escrow.
3. Purchaser is entitled to a refund of his funds, without interest, if:
  - (a) Escrow receives a written request from Seller to return to Purchaser the funds; or
  - (b) If there is any material change in the project subsequent to the execution of Purchaser's contract, which directly, substantially, and adversely affects the use or value of (1) Purchaser's unit or appurtenant limited common elements, or (2) those amenities of the project available for Purchaser's use, unless Purchaser has waived its right of rescission under the terms of Section 514B-87, Hawaii Revised Statutes. (The Purchaser's right of rescission under this section shall be waived upon (1) delivery to the Purchaser, either personally or by registered or certified mail, return receipt requested, of a disclosure document which describes the material change or a copy of a Developer's Amended Public Report, along with the "Notice of Right to Rescind Sales Contract and Purchaser's Receipt", and the "Option to Rescind Sales Contract - Rescission or Waiver Form" and (2) the Purchaser's written approval or acceptance of the material change, the lapse of thirty (30) days without taking any action to rescind, or closing the purchase of the unit before the thirty day rescission period.)

Upon refund of said funds to Purchaser as aforesaid, Escrow shall return to Seller such Purchaser's sales contract and any conveyance document theretofore delivered to Escrow, and thereupon neither the Purchaser nor Seller shall be deemed obligated thereunder.

4. If Seller certifies in writing to Escrow that a Purchaser, whose funds are being held by Escrow, has defaulted under the terms of his sales contract and that Seller has terminated said sales contract pursuant to the terms thereof, Escrow shall notify said Purchaser by registered mail of such default and shall thereafter treat all funds of such Purchaser paid under such contract, as the escrowed funds of Seller and not of Purchaser.

5. Escrow shall arrange for and supervise the signing of all documents relating to the condominium project to be signed subsequent to the sales contracts including, among others, the applicable conveyance document.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE AGREEMENT. WHILE ONE CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE AGREEMENT, HE MUST REFER TO THE ACTUAL

AGREEMENT TO DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE AGREEMENT, THE AGREEMENT WILL CONTROL AND NOT THIS SUMMARY.

**Note:** Section 514B-87, Hawaii Revised Statutes, provides for rescission rights to a purchaser under a binding contract if there is a material change in the project which directly, substantially and adversely affects the use or value of (1) such purchaser's apartment or appurtenant limited common elements, or (2) those amenities of the project available for such purchaser's use.

END OF EXHIBIT I

DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**

850 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
PHONE: (808) 768-8000 • FAX: (808) 768-6041  
DEPT. WEB SITE: [www.honolulu.gov](http://www.honolulu.gov) • CITY WEB SITE: [www.honolulu.gov](http://www.honolulu.gov)

PETER B. CARLISLE  
MAYOR



DAVID K. TANOUE  
DIRECTOR

JIRO A. SUMADA  
DEPUTY DIRECTOR

(AC)

December 19, 2011

Charles X. Delgado, Esq.  
Law Offices of Charles X. Delgado  
41689 Enterprise Circle North, Suite 218  
Temecula, California 92590

Dear Mr. Delgado:

Subject: Condominium Conversion Project  
215 Lanipo Drive  
Tax Map Key: 4-3-003: 020

This is in response to your letter dated July 11, 2011, requesting verification that the structure on the above-referenced property met all applicable code requirements at the time of construction.

Investigation revealed that the two-story single-family detached dwelling with five all-weather-surface off-street parking spaces located at 215 Lanipo Drive met all applicable code requirements when it was constructed in 1987 on this 25,835-square-foot R-10 Residential-District-zoned lot.

Investigation also revealed the following:

1. On June 8, 1987, an affidavit was issued with Building Permit No. 240716 stating: "The entire structure shall be maintained as a single-family dwelling containing only one kitchen. An interior connection shall be provided as shown on the approved plans." There is also a detached study room.
2. On May 17, 2011, Building Permit No. 671591 was issued for interior alteration to an existing dwelling and for demolition of an existing CMU wall. This permit is still active.
3. On June 20, 2011, Building Permit No. 673241 was issued for alteration to a single-family dwelling. Revision to this permit, No. 673241/A, was issued on July 26, 2011 to relocate shower and closets. This permit is still active.

EXHIBIT J

Charles X. Delgado, Esq.  
December 19, 2011  
Page 2

4. On July 29, 2011, Building Permit No. 675201 was issued for electrical work. This permit is still active.
5. On October 18, 2011, Building Permit No. 679866 was issued to demolish the existing study which was previously mentioned in item No. 1. This permit is still active.

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

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

Conversion to a condominium property regime (CPR) is not recognized by the City and County as an approved subdivision. CPR delineates ownership; it does not create separate lots of record for subdivision and zoning purposes.

If you have any questions regarding this matter, please contact Alex Sugai of our Commercial and Multi-Family Code Enforcement Branch at 768-8152.

Very truly yours,



David K. Tanoue, Director  
Department of Planning and Permitting

DKT:ft  
{699866}

## EXHIBIT K

### Description of Project Parking

Each Unit includes one two-car parking garage within its boundaries (which is the equivalent of a total of four (4) full-sized, covered, parking stalls, being two (2) for each Unit). In addition, each Unit has within the limited common area appurtenant to it additional driveway and parking areas which will accommodate at least two additional unmarked open full sized parking stalls.