

# IMPORTANT -- Read This Developer Prepared Report Before Buying

This Report Is Not a Commission Approval or Disapproval of This Condominium Project

## SECOND AMENDED DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	WAHIAWA PLANTATION ESTATES
Project Address	321 Clark Street, Wahiawa, Hawaii 96786
Registration Number	7291
Effective Date of Report	<b>March 4, 2015</b>
Developer(s)	STEVEN S. T. WONG, Trustee COLLEEN PANG WONG, Trustee

### 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 - - Significant Matters

[Use this page for special or significant matters which should be brought to the purchaser's attention. At minimum "Subject Headings" and page numbers where the subject is explained more may be used.]

**The developer's inclusion of a disclosure or an explanation of any or all of the following applicable significant matters in this part of the developer's public report shall not be construed to constitute the Commission's:**

- **Approval or disapproval of the project;**
- **Representation that the developer has fully or adequately disclosed either all material facts or all pertinent changes, or both, concerning the project;**
- **Representation that the developer's disclosures of other material facts elsewhere in this report is less important; or**
- **Judgment of the value or merits of the project.**

**The commission reserves the right to request that the developer include these special and significant matters elsewhere in the developer's public report.**

#### I. STATUS OF CONDOMINIUM PROJECT.

A. AMENDED DEVELOPER'S PUBLIC REPORT. This public report amends and replaces an earlier report with a November 17, 2012 effective date and as amended on March 21, 2014. Changes have to do with the completion of construction for Unit 3 and Unit 6 and the conversion of Unit 3 from a spatial unit to a 5 bedroom/3 bath dwelling in December 2014 and Unit 6 from a storage structure to a 5 bedroom/3 bath dwelling in December 2014.

B. This is a CONDOMINIUM PROJECT, not a subdivision. It does not involve the sale of individual subdivided lots. The land area beneath and immediately appurtenant to each unit is designated as a LIMITED COMMON ELEMENT and not 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 illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

C. Disclosure is made that the Project is being sold in "as is, where is" condition. Except as provided in this report, no warranties, expressed or implied, are given to the buyer as to construction, materials or workmanship of the Project.

D. A prospective purchaser of a unit in the Project who wishes to improve or modify his or her residence or change its use, should be aware that he or she will be required to comply with the building codes, land use laws (LUO) and other county laws and ordinances, and the Project Declaration. The LUO, for example, contains restrictions relating to the permissible use of the land, the number of dwelling units permitted, and the amount of total development permitted on the entire Project land area. Before buying a unit in the Project, a prospective purchaser, together with an architect or professional builder is urged to review the Project Declaration, the LUO and all other applicable County ordinances which may affect the Purchaser's use of his or her unit and to review their intended plans with the appropriate County officials.

II. This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable County codes, ordinances and subdivision requirements have 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. EACH BUYER IS ALSO ADVISED TO CONTACT THE APPROPRIATE GOVERNMENT AGENCIES TO DETERMINE WHETHER THERE ARE SPECIFIC REQUIREMENTS FOR THIS PROPERTY. BUYERS ARE ALSO ADVISED TO CONSULT WITH THEIR OWN ATTORNEY AND OTHER APPROPRIATE PROFESSIONALS REGARDING THE PROJECT.

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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	319, 321, 323 Clark Street, Wahiawa, Hawaii 96786 318, 322, 324 Kellog Street, Wahiawa, Hawaii 96786
Address of Project is expected to change because	
Tax Map Key (TMK)	(1) 7-4-010-061, CPR 0001, 0002, 0003, 0004, 0005, 0006
Tax Map Key is expected to change because	
Land Area	29,100 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	6
Floors Per Building	2
Number of New Building(s)	4 (Units 3, 4, 5 and 6)
Number of Converted Building(s)	2
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Wood on concrete slab

**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
Unit 1	1	4/2.5	1722	50	417	2189
Unit 2	1	4/2.5	1722	50	417	2189
Unit 5	1	5/3	1930	21	426	2377
Unit 6	1	5/3	1967	23	448	2438
Unit 4	1	5/3	2002	32	445	2479
Unit 3	1	5/3	1929	21	426	2376
See Exhibit _____						

6	<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:	12
Number of Guest Stalls in the Project:	0
Number of Parking Stalls Assigned to Each Unit:	2
Attach Exhibit _____ specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
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:  
As described in Sec. 3.5, page 4 of the Declaration, as amended

**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):  
A residential building that conforms with all applicable City and County codes and regulations

**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:  
Units 1,2: 16%  
Units 3,4,5,6: 17%

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

Described as follows:  
 Section 4 of the Declaration provides: 1. The Land in fee simple; 2. Any pipes, wires, ducts, conduits or other utility or service lines, drainage ditches or appurtenant drainage structures and retaining walls (if any), which are located outside the Units and which are utilized for or service more than one Unit; and 3. All pipes, wires, ducts, conduits or other utility or service lines running through a Unit which are utilized by or serve more than one Unit.

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 E \_\_\_\_\_.

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 type="checkbox"/>	Pets:
<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 B \_\_\_\_\_ describes the encumbrances against title contained in the title report described below.

Date of the title report: December 15, 2014 (Unit 6) January 14, 2015 (Unit 3)

Company that issued the title report: Fidelity National 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	6	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	R-5
<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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Describe any variances that have been granted to zoning code			Allow for driveways from each Unit to public street. See Exhibit C for further information.	

**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><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: Based on the engineer's inspection report of Brad T Nago, Professional Engineer No. 2442-S, the developer states that the present condition of all structural components &amp; mechanical &amp; electrical installations material to the use and enjoyment of Units 1,2,5,6 are in good condition commensurate with their age. Completion dates: Unit 4 in 12/2013; Unit 312/2014; and Unit 6 12/2014.</p>	
<p>Developer's statement of the expected useful life of each item reported above: The Developer makes no representation regarding the expected/unexpected life of the structural components and/or the mechanical and electrical installations.</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations: None.</p>	
<p>Estimated cost of curing any violations described above: n/a</p>	

<p><b>Verified Statement from a County Official</b></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"> <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: None</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

<p><b>2.1 Developer(s)</b></p>	<p>Name: Steven S. T. Wong, Trustee, and Colleen Pang Wong, Trustee</p> <p>Business Address: 1649 Hoolana St., Pearl City, HI 96782</p> <p>Business Phone Number : 808-383-4663</p> <p>E-mail Address: stevenwong63@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><b>2.2 Real Estate Broker</b></p>	<p>Name: Century 21 Homefinders of Hawaii</p> <p>Business Address: 94-1024 Waipio Uka St., Suite 206 Waipahu, HI 96797</p> <p>Business Phone Number: 808-677-1459</p> <p>E-mail Address: Colleen@RealEstateOahu.com</p>
<p><b>2.3 Escrow Depository</b></p>	<p>Name: Fidelity National Title &amp; Escrow of Hawaii, Inc.</p> <p>Business Address: 201 Merchant St., Suite 2100 Honolulu, HI 96813</p> <p>Business Phone Number: 808-536-0404</p>
<p><b>2.4 General Contractor</b></p>	<p>Name: Island Homes Design, LLC</p> <p>Business Address: 1649 Hoolana St., Pearl City, HI 96782</p> <p>Business Phone Number: 808-383-4663</p>
<p><b>2.5 Condominium Managing Agent</b></p>	<p>Name: None. Self-Managed by the Association</p> <p>Business Address:</p> <p>Business Phone Number:</p>
<p><b>2.6 Attorney for Developer</b></p>	<p>Name: Jennifer A. Aquino, AAL ALC</p> <p>Business Address: P. O. Box 161297 Honolulu, HI 96816</p> <p>Business Phone Number: 808-526-9400</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	September 13, 2012	T-8291386

#### Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	February 26, 2014	T-8827207
Land Court	February 9, 2015	T-9174310

#### 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	September 13, 2012	T-8291387

#### 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	2172
Bureau of Conveyances Map Number	

Dates of Recordation of Amendments to the Condominium Map:  
 March 3, 2014 (Doc. T-8827207); February 13, 2015 (Doc. T-9174310)

**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%	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 D.

## 4. CONDOMINIUM MANAGEMENT

### 4.1 Management of the Common Elements

<b>Management of the Common Elements:</b> 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

<b>Estimate of the Initial Maintenance Fees:</b> 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 F 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 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 checked="" type="checkbox"/>	Specimen Sales Contract Exhibit <u>G</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: September 5, 2012 Name of Escrow Company: Fidelity National & Escrow of Hawaii, Inc. Exhibit <u>H</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 checked="" type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

<u>Type of Lien</u>	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance

### 5.4 Construction Warranties

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

Building and Other Improvements:

None. Units will be sold "As is"

Appliances:

None. Units will be sold "As is"

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

<p>Status of Construction:  Units 1 and 2 were completed in November 2008. Unit 5 was completed on June, 2012. Unit 6 was completed in ____, 2014. Unit 4 was completed in December 2013. Unit 3 was completed in _____ 2014.</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**

<input checked="" type="checkbox"/>	<p>Spatial Units. The Developer hereby declares by checking the box to the left that it is offering spatial units for sale and will not be using purchasers' deposits to pay for any costs to pay for project construction or to complete the project.</p> <p>Should the developer be using purchasers' deposits to pay for any project construction costs or to complete the project including lease payments, real property taxes, architectural, engineering, legal fees, financing costs; or costs to cure violations of county zoning and building ordinances and codes or other incidental project expenses, the Developer has to met certain requirements, described below in 5.6.1 or 5.6.2..</p>
-------------------------------------	---

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 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>
--------------------------	--

**5.6.2 Purchaser Deposits Will Be Disbursed Before Closing**

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):	
<input type="checkbox"/>	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
<input type="checkbox"/>	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

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

<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 <b>not</b> 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**

None.

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.

STEVEN S. T. WONG, Trustee under trust agreement  
executed by Steven S. T. Wong on July 15, 2002 &  
COLLEEN PANG WONG, Trustee under trust agreement  
executed by Colleen Pang Wong dated July 15, 2002

Printed Name of Developer

By:   
Duly Authorized Signatory\*

MAR 03 2015  
Date

STEVEN S. T. WONG, Trustee

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" (amended)**

**DESCRIPTION OF UNITS**

The project is comprised of two (2) common wall family dwellings and four (4) single family dwellings; each constituting a Unit.

Unit 1, having an address of 319 Clark Street, Wahiawa, Hawaii 96786, shares a common wall with Unit 2 and consists of a two-story structure, without a basement, and contains a driveway, a two vehicle garage, a hallway from the garage containing a laundry area, a half bathroom, and leading to a kitchen, a family/dining room, and a stairway leading to the second floor, a hallway, and Master Bedroom with two closets and a Master Bathroom, three (3) bedrooms, each containing a closet, one (1) bathroom from the hallway, and contains a total covered area of net living area of approximately 1722 square feet. Said Unit is located on a land area comprising 4,550 square feet, which area is a limited common element appurtenant to said Unit 1.

Unit 2, having an address of 321 Clark Street, Wahiawa, Hawaii 96786, shares a common wall with Unit 1 and consists of a two-story structure, without a basement, and contains a driveway, a two (2) vehicle garage, a hallway from the garage containing a laundry area, a half bathroom, and leading to a kitchen, a family/dining room, and a stairway leading to the second floor, a hallway, and Master Bedroom with two closets and a Master Bathroom, three (3) bedrooms, each containing a closet, one (1) bathroom from the hallway, and contains a total covered area of net living area of approximately 1722 square feet. Said Unit is located on a land area comprising 4,550 square feet, which area is a limited common element appurtenant to said Unit 2.

Unit 3, having an address of 323 Clark Street, Wahiawa, Hawaii 96786, consists of a two-story structure, without a basement, and contains a driveway, a two vehicle garage, a foyer, a living area, a dining area, a kitchen, a family room, one (1) bedroom and one (1) bath on the first floor. An interior stairway leads to the second floor containing a hall with a laundry area, four (4) bedrooms, and two (2) baths. Unit 4 contains a net living area of 1929 square feet. Said Unit is located on a land area comprising of 5000 square feet, which is a limited common element appurtenant to said Unit 3.

Unit 4, having an address of 318 Kellog Street, Wahiawa, Hawaii 96786, consists of a two-story structure, without a basement, and contains a driveway, a two vehicle garage, a foyer, and entry, a living area, a dining area, a kitchen, two (2) bedrooms and one (1) bath on the first floor. An interior stairway leads to the second floor containing a family area, three (3) bedrooms, two (2) baths and a laundry area. Unit 4 contains a net living area of 2002 square feet. Said Unit is located on a land area comprising of 5000 square feet, which is a limited common element appurtenant to said Unit 4.

## EXHIBIT "A"-1

Unit 5, having an address of 322 Kellog Street, Wahiawa, Hawaii 96786 is a two story structure without a basement, and consists of a two vehicle garage with a utility sink and closet and driveway, an open entry and interior foyer, a living room, a kitchen and a dining area, a hallway, two (2) bedrooms with a closet in each bedroom, a bath, a stairway leading to the second floor, a hallway, a Master Bedroom with two (2) closets, a Master Bathroom, a family room, two (2) bedrooms with a closet in each bedroom, and a bathroom and laundry area from the hallway and contains a total covered area of net living area of approximately 1930 square feet. Said Unit is located on a land area comprising 5000 square feet, which area is a limited common element appurtenant to said Unit 5.

Unit 6, having an address of 324 Kellog Street, Wahiawa, Hawaii 96786 is a two story structure without a basement, and consists of a two vehicle garage with a utility sink, storage and a laundry area. The living area on the first floor consists of an entry and interior foyer, a living room, a kitchen and a dining area, a hallway, a family room, one (1) bedroom and one (1) bath. An interior stairway leading to the second floor and consists of a hallway, four (4) bedrooms and two (2) baths. Unit 6 contains a total covered area of net living area of approximately 1967 square feet. Said Unit is located on a land area comprising 5000 square feet, which area is a limited common element appurtenant to said Unit 6.

END OF EXHIBIT "A"

EXHIBIT "A"-2

## **EXHIBIT B (updated)**

### **Encumbrances**

1. For real property taxes due and owing, reference is made to the Director of Finance, City and County of Honolulu.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. "De minim us structure discrepancy" (as said term is defined in Chapter 669-11 to 13, Hawaii Revised Statutes, as amended) as shown on the survey map prepared by Wesley T. Tengan, Licensed Professional Land Surveyor, No. 6958, dated September 5, 2005.

4. Encroachment as shown on the survey map prepared by Wesley T. Tengan, Licensed Professional Land Surveyor, No. 6958, sated September 5, 2005.

5. That certain Declaration of Condominium Property Regime of Wahiawa Plantation Estates dated September 13, 2012, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document T-8291386.

Condominium Map No. 2172.

Amendment to the Declaration of Condominium Property Regime of Wahiawa Plantation Estates and Condominium Map No. 2172, dated February 26, 2014, recorded in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. T-8827207.

Second Amendment to the Declaration of Condominium Property Regime of Wahiawa Plantation Estates and Condominium Map No. 2172, dated February 9, 2015, recorded in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. T-9174310.

6. By-Laws of the Association of Unit Owners of Wahiawa Plantation Estates dated September 13, 2012, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document T-8291387.

END OF EXHIBIT B

**EXHIBIT C**

**Statement of County Officials and Driveway Variance**

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

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813  
TELEPHONE: (808) 768-6000 • FAX: (808) 768-6043  
DEPT. WEB SITE: [www.honolulu.gov/dpp](http://www.honolulu.gov/dpp) • CITY WEB SITE: [www.honolulu.gov](http://www.honolulu.gov)

PETER B. CARLISLE  
MAYOR



DAVID K. TANOUÉ  
DIRECTOR  
ROBERT M. SUMITOMO  
DEPUTY DIRECTOR

2010/ELOG-2669(RLK)

March 7, 2011

Jeremy A. Grad, Esq.  
The Grad Law Firm  
Davies Pacific Center, Suite 1800  
841 Bishop Street  
Honolulu, Hawaii 96813

Dear Mr. Grad:

Subject: Condominium Conversion Project  
322 Kellog Street  
Tax Map Key: 7-4-010: 061

This is in response to your letter dated December 8, 2010, requesting verification that the structures on the above-referenced property met all applicable code requirements at the time of construction.

Investigation revealed that the accessory detached carport/storage structure and two-story two-family detached dwelling, with four all-weather-surface off-street parking spaces, met all applicable code requirements when they were constructed in 1990 and 2006, respectively, on this 29,100-square-foot R-5 Residential-District-zoned lot.

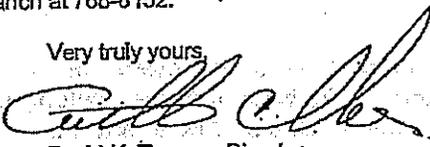
For your information, the Department of Planning and Permitting cannot determine all legal nonconforming uses or structures, as a result of the adoption or amendment of any ordinance or code.

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

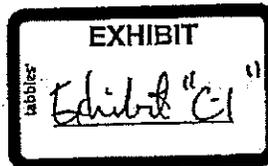
Conversion to a condominium property regime (CPR) is not recognized by the City and County as an approved subdivision. CPR delineates ownership; it does not create separate lots of record for subdivision and zoning purposes.

If you have any questions regarding this matter, please contact Alexander 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  
[835382]





# CITY AND COUNTY OF HONOLULU

850 SOUTH KING STREET \* HONOLULU, HAWAII 96813  
Phone: (808) 768-8220 \* Fax: (808) 768-6111

## BUILDING PERMIT CERTIFICATE OF OCCUPANCY (Residential)

PERMIT NUMBER: 685495

ISSUE DATE: 01/30/2012

TAX MAP KEY: 7-4-010: 061

LOT SIZE: 29,100 Sq. Ft.

PRIMARY ADDRESS: 319 CLARK ST

Site Address (if other than primary): 322 Kellog Street

PROJECT: (BP #685495) [TMK: 74010061] 322 Kellog Street - Steven and Colleen Wong - New two-story single-family dwelling at right front of property with new solar system & new second driveway approach 18' wide, 2011/ABP04759

Proposed Use: SFD

Floor Level:

APPLICANT: Wong, Steven S., c/o Island Home Designs

OWNER: Wong, Steven and Colleen Pang-

PLAN MAKER: Nago, Brad T.

### CONTRACTORS:

GENERAL: ISLAND HOME DESIGNS

Accepted Value of Work: 254,000

ALL CLEAR PLUMBING SVC

ELECTRICAL: DAN'S ELECTRICAL SERVICE

PERMIT FEE: \$2,946.00

PLUMBING: ALL CLEAR PLUMBING SVC

### NATURE OF WORK:

New Building Y  
Solar Y

Electrical Work Y

Plumbing Work Y

Type of Construction	No. of Stories	Flood Hazard Dist.	Floor Area (Sq. Ft.)
Minimum: VN	Existing: 0	Exempt: N	Existing:
Actual: VN	Final: 2	Complied: N	New: 2,377
			Total: 2,377

Occupancy Group: R-3 Dwelling

Occupancy Class: 01 - Single Family

Structure Code: 51 - SINGLE FAMILY

Ownership: 01 - Private

INSPECTIONS: Building Inspection: Required

Electrical Inspection: Required

Plumbing Inspection: Required

Process Description	Outcome	Date completed	Assigned staff
Blidg Insp conduct BP site insp	Complete	8/10/2012	DUEHARA1
Elec Insp conduct BP site insp	Complete	8/9/2012	RCHONG
Plumb Insp conduct BP site insp	Complete	8/8/2012	RTOMITA

All inspections under the above mentioned building permit have been completed, to the best of our knowledge, in conformance with applicable building codes and regulations.

Signature

Date

Application No.: A2011-05-0962

ExternalID: 042553880-002

JobID: 42569301

ProcessID: 46084125

PERMIT NO. 685495

Initial Print Date: Friday August 10, 2012 9:21 am

Page 1 of 1

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

650 SOUTH KING STREET, 7TH FLOOR HONOLULU, HAWAII 96813  
Phone: (808) 768-8000 • Fax: (808) 768-6041  
DPP 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

June 20, 2012

SEV2010-11-0145 (dnk)

Mr. Steven Wong  
321 Clark Street  
Wahiawa, Hawaii 96786

Dear Mr. Wong:

Subject: Validate Expired Driveway Variance  
319 & 321 Clark Street, TMK: 7-4-10:61

This is in response to your May 28, 2012 request for a time extension to validate the driveway variance (SEV2010-10-0145) dated December 21, 2010, issued to exceed the maximum driveway apron width of 25 feet at 319 and 312 Clark Street.

Your request is approved. It is understood that all the conditions of the original variance for the nonstandard driveway apron width are applicable. The December 21, 2010 variance will no longer be valid and cannot be extended should you fail to obtain a building permit and construct the driveway apron within one (1) year of the date of this letter.

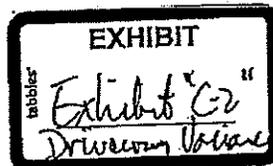
Should you have any questions, please contact Dawn Kimura of our Civil Engineering Branch at 768-8106.

Very truly yours,

  
for David K. Tanoue, Director  
Department of Planning and Permitting

DKT:ky  
[946113]

cc: CEB, Permitting and Inspection Branch



DEPARTMENT OF PLANNING AND PERMITTING  
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PETER B. CARLISLE  
MAYOR



DAVID K. TANOUÉ  
Director

ROBERT M. SUMITOMO  
Deputy Director

December 21, 2010

SEV2010-11-0145 (dnk)

Mr. Steven Wong  
94-241 Olua Place  
Waipahu, Hawaii 96797

Dear Mr. Wong:

Subject: Variance – Nonstandard Driveway Apron Width  
319 & 321 Clark St., 322 Kellog St., TMK: 7-4-10:61

This is in response to your October 14, 2010 driveway variance request to construct a proposed third 20-foot-wide driveway apron in addition to the two existing 12-foot-six-inch-wide driveway aprons along the Clark Street frontage, and to construct the proposed three 20-foot-wide driveway aprons along the Kellog Street frontage to access four proposed new single-family dwelling units in addition to the existing duplex on the property at TMK No. 7-4-10:61.

Our analysis concluded that the construction of the driveway aprons will not adversely impact pedestrian and vehicular traffic, and will provide access to the required off-street parking spaces for the proposed four new dwelling units. We therefore have no objections to granting the requested variance for the driveway aprons described above with the following conditions:

1. Construction of the proposed four new dwelling units, in addition to the existing duplex, on a single zoning lot shall be in accordance with Section 21-8.20A of the Revised Ordinances of Honolulu, as amended, and shall meet all requirements of the Land Use Ordinance.
2. Each driveway apron shall be permitted under the same building permit application for its respective dwelling unit.
3. Prior to issuance of the building permit, please submit a street tree planting plan showing the removal and replacement of the existing city royal palm on Kellog Street to the Urban Design Branch for approval, and obtain an excavation permit for the trenching work in the city sidewalk area. The cost of the work shall be borne by the owner.

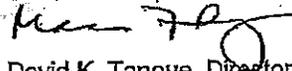
It is understood that this does not relieve you from complying with all other applicable codes, rules, regulations, and/or permit procedures, including but not limited to those required by the Customer Service Office.

Mr. Steven Wong  
December 21, 2010  
Page 2

It is also understood that this variance for the nonstandard driveway apron is applicable only to the existing lot configuration at this location and will no longer be valid should the owner(s) subsequently subdivide into separate lots to contain each dwelling unit. **This variance will be void should you fail to obtain a building permit and construct the four additional 20-foot-wide driveway aprons within one year of the date of this letter.**

Should you have any questions, please contact Dawn Kimura of our Civil Engineering Branch at 768-8106.

Very truly yours,

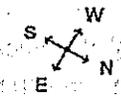
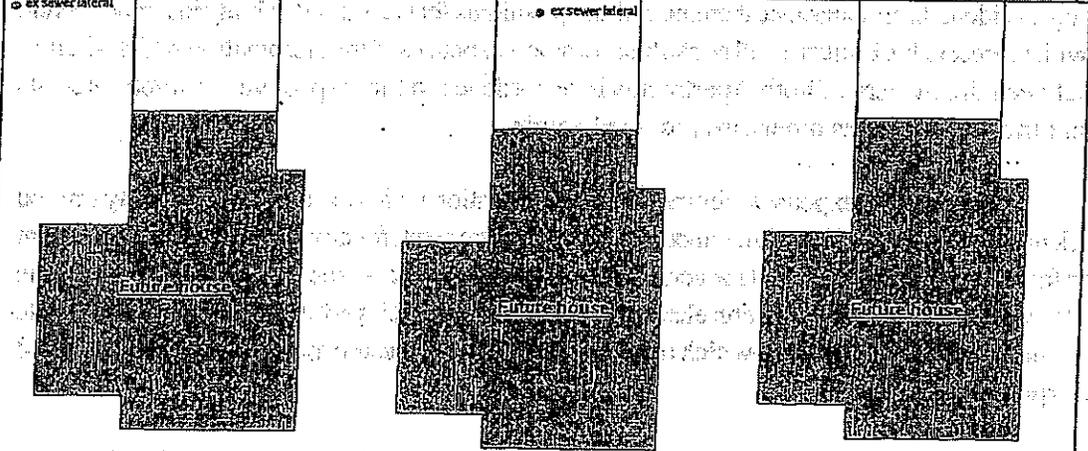
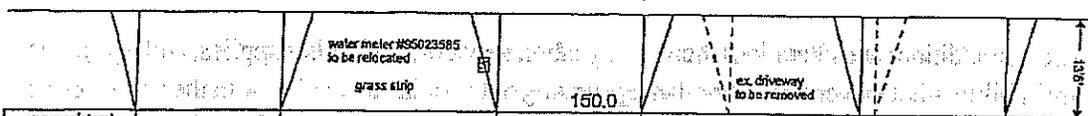


David K. Tanoue, Director  
Department of Planning and Permitting

DKT:II  
[819073]

Attach: BFS Receipt No. 64750

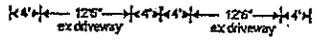
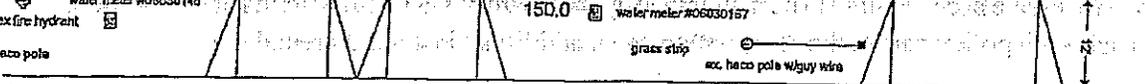
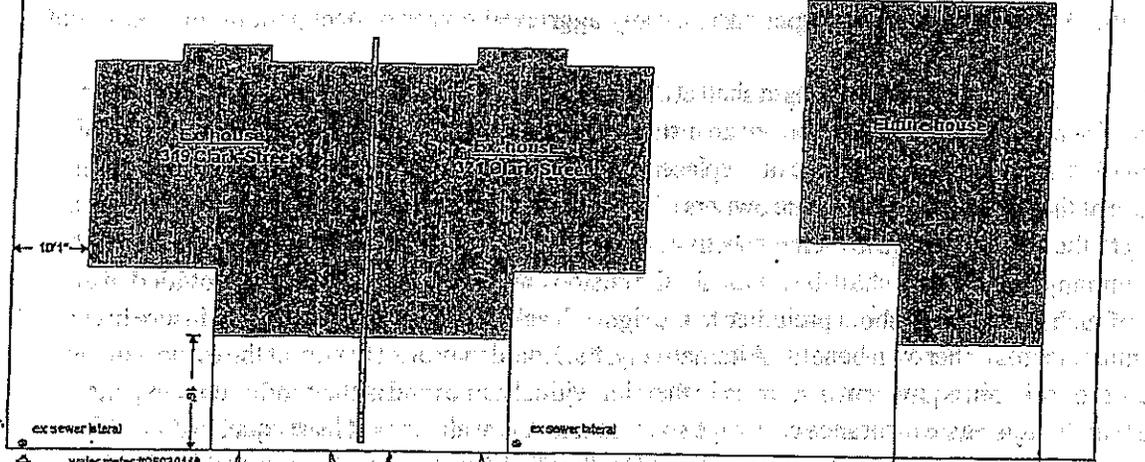
cc: CEB - Permitting and Inspection Section



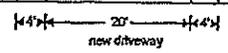
**PROPOSED SITE PLAN**  
**TMK: 7-4-010:061**

94.0

194.0



**CLARK STREET**



Date: October 14, 2010

To: Department of Planning and Permitting  
City & County of Honolulu  
650 South King Street, 7<sup>th</sup> Floor  
Honolulu, Hawaii 96813

Applicant: Steven Wong (Owner)  
94-241 Olua Place  
Waipahu, HI 96797  
383-4663

Property: 319 & 321 Clark Street and 322 Kellog Street  
Wahiawa, Hawaii  
TMK: 7-4-010:061  
29,100 square feet  
R-5 zoning

Request: Variance to add a new 20'-0" driveway on Clark Street. There are currently two 12'-6" driveways providing ingress and egress for 319 and 321 Clark Street.

Variance to build three new 20'-0" driveways on Kellog Street. The current 20'-0" driveway providing ingress and egress for 322 Kellog Street will be removed.

Reason: Land Use Ordinance Section 21-8.20A allows up to eight dwelling units to be placed on a single zoning lot in a residential district if the zoning lot has a lot area equal to or greater than the required minimum lot size for the underlying residential district multiplied by the number of dwelling unit on or to be placed on the property.

There is presently a two-family detached dwelling unit on the property which requires a minimum lot area of 7,500 square feet. We would like to build four new one-family detached dwelling units on the property which would require a minimum lot area of 5,000 square feet each. The minimum total lot area needed, therefore, is 27,500 square feet ((7,500 + (4 x 5000)). The lot area is 29,100 square feet.

Current Building Code only allows two driveways, totaling a maximum of 25 linear feet, per property for each street frontage. If a variance is not granted, the four new dwelling units will have to share a common driveway.

The property has 150 linear feet of street frontage on both Clark Street and Kellog Street. The minimum width for a R-5 zoned lot is 50 feet which mean 3 houses, and, thus, 3 driveways (for each street frontage), would not be unusual under such circumstances.

Benefit: Each dwelling unit will have its own private driveway.

Houses with private driveways will be in character with the surrounding properties. A shared driveway will necessitate a cluster type of development which will be out of character with the surrounding properties.

Private driveways may reduce the amount of off-site parking since at least two additional cars can be parked on each driveway.

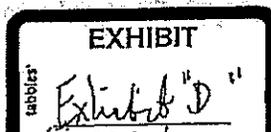
**EXHIBIT D**

**Developer's Reserved Rights to Change  
Declaration, By-Laws and Condominium Map**

Section 7.03 of the Declaration provides that, while the Developer continues to hold an ownership interest in any of the Units in the Project, the Developer reserves the right, but not the obligation, at Developer's sole discretion, to: (1) grant easements over, across, and under the common elements, including, without limitation, easements for utilities, sanitary and storm sewers, cable television, walkways, roadways and rights-of-way, and (2) relocate or realign any existing easements and rights-of-way over, across, and under the common elements, including, without limitation, any existing utilities, sanitary and sewer lines, and cable television lines, and connect same, over, across, and under the common elements; provided that such easements and such relocations and connections of lines shall not materially impair or interfere with the use of any Unit. The rights reserved by the Developer herein shall automatically cease upon the transfer of title of the Developer's last ownership interest in a Unit in the Project.

Section 19.02 of the Declaration provides that: Notwithstanding any other provisions hereof, Developer expressly reserves the right to successively amend this Declaration without the consent or joinder of persons then owning or leasing the units, (i) by filing an amendment to this Declaration pursuant to the provisions of Section 514B-12 of the Act after completion of the improvements described herein, by attaching to such amendment a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment fully and accurately depict the layout, location, unit numbers and dimensions of the units as built; (ii) as may be required by law, the Real Estate Commission of the State of Hawaii, any title insurance company issuing a title insurance policy on the project, or any institutional lender lending funds on the security of the project or any of the units thereof.

Section 19.08 of the Declaration provides that: Any provision of this Declaration to the contrary notwithstanding, and notwithstanding the sale and conveyance of any Unit in the Project, while the Developer retains any interest in the Project, the Developer may, without the consent or joinder of any Unit owner, lienholder thereof, or other person or entity, amend this Declaration, the By-Laws, and/or the Condominium Map to effect any changes or amendments required by law, any title insurance company, or any institutional mortgage, or as may be required by any required by any governmental or quasi-governmental agency. Each and every party acquiring an interest in the Project, shall, by virtue of such acquisition, consent to such amendments by the Developer, and agrees to execute and deliver such documents and instruments and do all such things necessary and/or convenient to effect the same, and hereby appoints the Developer and its assigns as his or her attorney-in-fact, with full power of



substitution to execute, deliver and record such documents and instruments and to do such things on his or her behalf, which grant power, being couple with an interest, is irrevocable for the term of such reserved rights and shall not be affected by any disability of the party or parties.

EXHIBIT  
EXHIBIT "D"  
PAGE 2

## **EXHIBIT E (amended)**

### **Limited Common Elements**

(a) That certain piece or parcel of real property, containing an area of 4550 square feet, more or less, of the real property of the Project which includes the real property upon which Unit 1 is situated, as shown on said Condominium Map, inclusive of the airspace located above such area, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 1.

(b) That certain piece or parcel of real property, containing an area of 4550 square feet, more or less, of the real property of the Project which includes the real property upon which Unit 2 is situated, as shown on said Condominium Map, inclusive of the airspace located above such area, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 2.

(c) That certain piece or parcel of real property, containing an area of 5000 square feet, more or less, of the real property of the Project which includes the real property upon which Unit 3 is situated, as shown on said Condominium Map, inclusive of the airspace located above such area, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 3.

(d) That certain piece or parcel of real property, containing an area of 5000 square feet, more or less, of the real property of the Project which includes the real property upon which Unit 4 is situated, as shown on said Condominium Map, inclusive of the airspace located above such area, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 4.

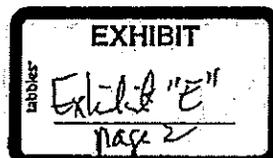
(e) That certain piece or parcel of real property, containing an area of 5000 square feet, more or less, of the real property of the Project which includes the real property upon which Unit 5 is situated, as shown on said Condominium Map, inclusive of the airspace located above such area, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 5.

(f) That certain piece or parcel of real property, containing an area of 5000 square feet, more or less, of the real property of the Project which includes the real property upon which Unit 6 is situated, as shown on said Condominium Map, inclusive of the airspace located above such area, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 6.

(g) All pipes, wires, conduits, and other utility and service lines not contained

within a Unit but used by and servicing only one (1) Unit shall be a limited common element appurtenant to and for the exclusive use of the Unit using and serviced exclusively by such pipes, wires, conduits, and other utility and service lines.

**END OF EXHIBIT E**



**EXHIBIT F**

**Estimate of Initial Maintenance Fees**

**And**

**Estimate of Maintenance Fee Disbursements**

Estimate of Initial Maintenance Fees:

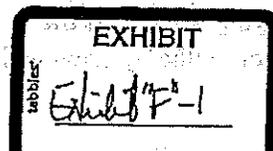
<u>Unit</u>	<u>Monthly Fee x 12 months = Yearly Total</u>
Unit 1	\$0 x 12 = \$0*
Unit 2	\$0 x 12 = \$0*
Unit 3	\$0 x 12 = \$0*
Unit 4	\$0 x 12 = \$0*
Unit 5	\$0 x 12 = \$0*
Unit 6	\$0 x 12 = \$0*

NOTE: Utilities for the Units are separately metered or otherwise charged.

The Developer has not conducted a reserve study in accordance with Section 514B, Hawaii Revised Statutes, as amended, and the replacement reserve rules, Subchapter 5, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

A purchaser shall be obligated to commence paying maintenance fees as of the date of recordation of the Apartment Deed.

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



Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

NONE ANTICIPATED

Air Conditioning Electricity

Electricity



common elements only

common elements and apartments

Elevator

Gas



common elements only

common elements and apartments

Refuse Collection

Telephone

Water and Sewer

Maintenance, Repairs and Supplies

Building

Grounds

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance

Reserves(\*)

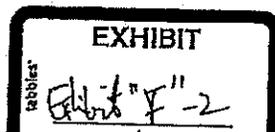
Taxes and Government Assessments

Audit Fees

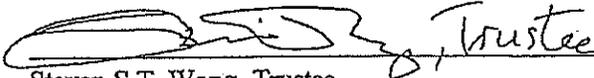
Other

TOTAL

\$0.00



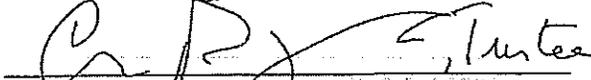
We, Steven S.T. Wong, Trustee, and Colleen Pang Wong, Trustee, as Developers of the Wahiawa Plantation Estates condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

  
Trustee

Steven S.T. Wong, Trustee

8/31/12

Date

  
Trustee

Colleen Pang Wong, Trustee

8/31/12

Date

## EXHIBIT G

### **Summary of Terms of Sales Contract**

Binding Effect. The sales contract will become binding after buyer have received the Developer's Public Report for the project, buyer has signed a receipt for that report, and buyer has signed a written waiver of his or her rights to rescind the purchase. The sales contract will also become binding if the buyer does not execute a receipt and waiver within thirty days after receipt of the Developer's Public Report and has not notified the seller of the decision to cancel in a timely fashion as provided by law.

Payments. The sales contract provides for two payments. Payment A is the deposit payable upon the execution of the contract Payment B is the balance of the purchase price and is payable at closing.

Closing. If seller accepts the sales contract more than forty-five days before the project architect has certified that the apartment is ready for occupancy, the closing date will be selected by seller. The date selected will be within sixty days after the certificate of occupancy is issued. Buyer will be given written notice of that date of closing. By mutual agreement of the seller and buyer, a different closing date may be chosen, but in no event more than ninety days after seller accepts the contract.

Preclosing. The sales contract allows the seller to "pre-close," sixty days before the estimated date of closing. Pre-closing entails execution of the documents needed to close the sale and making that portion of Payment C that is not being financed through a mortgage lender.

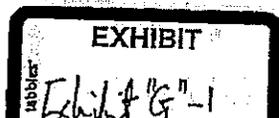
Other Matters.

The risk of loss passes to the buyer upon closing.

The seller makes no warranties, express or implied, with respect to the apartment, common elements, or anything installed in or upon the premises. In particular, the seller makes no warranties of merchantability or fitness for particular purpose. Nevertheless, standard contractors' and manufacturers' warranties will be assigned without recourse to the buyer.

Remedies.

In the event of default by the buyer or seller, the non-defaulting party will have the rights available under general contract principles for breach of contract. The sales contract also expressly states that seller's remedies may include (1) termination of the contract, (2) retention of all payments then to date by the buyer, plus interest, as liquidated damages, and (3) damages as provided by law in lieu of liquidated damages.



THIS IS MERELY A BRIEF SUMMARY OF THE TERMS OF THE SALES CONTRACT.  
YOU ARE ADVISED TO READ THE SALES CONTRACT FOR FULL DETAILS.

EXHIBIT  
tabbler 5/11/81-2

EXHIBIT H

Summary of Terms of Escrow Agreement

Under the terms of the escrow agreement Fidelity National Title & Escrow of Hawaii, Inc., 201 Merchant Street, Suite 2100, Honolulu, Hawaii 96813, will serve as escrow agent for the sales transaction.

As the escrow agreement indicates, the buyer's funds will not be used to finance construction.

The buyer's funds will be held by escrow and no interest will accrue on those funds.

Section B of the escrow agreement govern the disbursement of funds to the developer. Section 5 provides that unless a refund is due the buyer under Section 6 of the escrow agreement, the buyer's funds will be disbursed to the seller either at closing or upon the seller's certification in writing that the buyer has defaulted under the terms of the sales contract and Seller has terminated the sales contract in accordance with the terms thereof and provides to Escrow copies of all such notices of termination sent to the buyer. Section 5 sets forth the conditions that must be satisfied before the seller is entitled to disbursements out of escrow. Those conditions include, but are not limited to, receipt by escrow of a copy of the final public report issued by the Real Estate Commission and the waiver by Buyer of Buyer's rescission rights, as set forth in Section 51413-86( c), Hawaii Revised Statutes, as amended.

Section 6 sets forth the conditions under which a refund of the buyer's funds must be made. Only one of the conditions in the escrow agreement (condition (a)) can apply because the final public report will issue without any prior preliminary report and because no funds will be solicited until after the final public report has issued. Under condition (a) a refund must be made if the buyer has so requested and the seller authorizes the refund.

THIS IS MERELY A BRIEF SUMMARY OF THE TERMS OF THE ESCROW AGREEMENT, YOU ARE ADVISED TO READ THE ESCROW AGREEMENT FOR FULL DETAILS.

