

DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	"LILIKOI PARK PLACE"
Project Address	99-104 Moanalua Road, Aiea, Hawaii 96701
Registration Number	7325
Effective Date of Report	February 15, 2013
Developer(s)	LILIKOI PARK PLACE, LLC, a Hawaii registered Limited Liability Company

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.]

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

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 is not a legally subdivided lot. The dashed 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.

This Developer's Public Report does not constitute approval of the Project by the Real Estate Commission, or any other governmental agency, nor does it ensure that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.

SPATIAL DISCLOSURE:

Units 1 through 8 are "spatial" units which contain the areas set forth and described in the Declaration and Condominium Map.

There is presently NO RESIDENTIAL STRUCTURES ON THE PROPERTY.

TABLE OF CONTENTS

	<u>Page</u>
Preparation of this Report	1
General Information On Condominium	2
Operation of the Condominium Project	2
1. THE CONDOMINIUM PROJECT	3
1.1 The Underlying Land	3
1.2 Buildings and Other Improvements	3
1.3 Unit Types and Sizes of Units	3
1.4 Parking Stalls	4
1.5 Boundaries of the Units	4
1.6 Permitted Alterations to the Units	4
1.7 Common Interest	4
1.8 Recreational and Other Common Facilities	4
1.9 Common Elements	5
1.10 Limited Common Elements	5
1.11 Special Use Restrictions	5
1.12 Encumbrances Against Title	5
1.13 Uses Permitted by Zoning and Zoning Compliance Matters	6
1.14 Other Zoning Compliance Matters	6
1.15 Conversions	7
1.16 Project in Agricultural District	8
1.17 Project with Assisted Living Facility	8
2. PERSONS CONNECTED WITH THE PROJECT	9
2.1 Developer	9
2.2 Real Estate Broker	9
2.3 Escrow Depository	9
2.4 General Contractor	9
2.5 Condominium Managing Agent	9
2.6 Attorney for Developer	9
3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS	10
3.1 Declaration of Condominium Property Regime	10
3.2 Bylaws of the Association of Unit Owners	10
3.3 Condominium Map	10
3.4 House Rules	11
3.5 Changes to the Condominium Documents	11
3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents	11
4. CONDOMINIUM MANAGEMENT	12
4.1 Management of the Common Elements	12
4.2 Estimate of the Initial Maintenance Fees	12
4.3 Utility Changes to be Included in the Maintenance Fee	12
4.4 Utilities to be Separately Billed to Unit Owner	12
5. SALES DOCUMENTS	13
5.1 Sales Documents Filed with the Real Estate Commission	13
5.2 Sales to Owner-Occupants	13
5.3 Blanket Liens	13
5.4 Construction Warranties	13
5.5 Status of Construction, Date of Completion of Estimated Date of Completion	14

TABLE OF CONTENTS

	<u>Page</u>
5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyances	14
5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyances	14
5.6.2 Purchaser Deposits Will Be Disbursed Before Closing	14
5.7 Rights Under the Sales Contract	16
5.8 Purchaser's Right to Cancel or Rescind a Sales Contract	16
5.8.1 Purchaser's 30-Day Right to Cancel a Sales Contract	16
5.8.2 Right to Cancel a Sales Contract if Completion Deadline Missed	17
5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change .	17
6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT	18
EXHIBIT A: Section 1.1 – The Underlying Land (continued from page 3)	
EXHIBIT B: Section 1.3 – Unit Types and Sizes of Units (continued from page 3)	
EXHIBIT C: Section 1.7 – Common Interest (continued from page 4)	
EXHIBIT D: Section 1.10 – Limited Common Elements (continued from page 5)	
EXHIBIT E: Section 1.12 – Encumbrances Against Title (continued from page 5)	
EXHIBIT F: Section 4.2 – Estimate of Initial Maintenance Fees Disbursements (cont'd from pg 12)	
EXHIBIT G: Section 5.1 – Summary of Purchase Contract (cont'd from pg 13)	
EXHIBIT H: Section 5.1 – Summary of the Provisions of the Escrow Agreement (cont'd from pg 13)	
EXHIBIT I: Section 5.7 – Summary of the Provisions of Declaration of Covenants, Conditions and Restrictions of Lilikoi Gardens (cont'd from pg 16)	

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	N/A
Address of Project	99-104 Moanalua Road, Aiea, Hawaii 96701
Address of Project is expected to change because	SEE EXHIBIT "A"
Tax Map Key (TMK)	(1) 9-9-038:082
Tax Map Key is expected to change because	Addition of a CPR number
Land Area	47,303 square feet, more or less
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	Warranty Deed dated May 15, 2012, recorded December 21, 2012 as Document No. A-47380584 issued to LILIKOI PARK PLACE, LLC, as Grantee.

1.2 Buildings and Other Improvements

Number of Buildings	0
Floors Per Building	0
Number of New Building(s)	8 Spatial Units
Number of Converted Building(s)	None
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	None

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
See Exhibit <u> "B</u> .						

8	Total Number of Units
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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 Stalls in the Project:	Adequate parking on limited common element, yard space
Number of Guest Stalls in the Project:	0
Number of Parking Stalls Assigned to Each Unit:	0
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, described such rights.	
NONE	

1.5 Boundaries of the Units

Boundaries of the Unit: Presently, there is NO RESIDENTIAL STRUCTURES ON THE PROPERTY . The Spatial Units will be replaced by a professionally designed residential dwelling pursuant to a contract of sale of each "Spatial Unit", to be entered between the Developer and a purchaser of such "Spatial Unit", subject to change. See ¶1.6 below and Exhibit "B".

1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project): See EXHIBIT "B"

1.7 Common Interest

Common Interest: Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in Exhibit "C" .
As follows:

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

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

1.9 Common Elements

<u>Common Elements:</u> 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:	
a) Land herein described in Exhibit "A" of the Declaration in fee simple.	
b) All yards, boundary walls, if any, grounds, landscaping, walkways, and sidewalks, if any.	
c) All electrical equipment, wiring and other appurtenant installations, including power and light, water, and sewer lines; all pipes, wires, conduits or other utility or service lines, including TV cable, if any, which are utilized by or serve more than one unit.	
d) Site 10, area 4,809 sq. ft., being the common driveway for all units to a public roadway.	
e) Site 9, area 528 sq. ft., being the common area for signage identifying purposes the name of the Project.	
Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

1.10 Limited Common Elements

<u>Limited Common Elements:</u> 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 <u>"D"</u> .
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: None, except "guide dog" and such other animal as may be allowed by the Association.
<input checked="" type="checkbox"/>	Number of Occupants: To be use as a Single Family Residential Dwelling Unit
<input checked="" type="checkbox"/>	Other: See House Rules
<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 <u>"E"</u> describes the encumbrances against title contained in the title report described below.
Date of the title report: November 9, 2012
Company that issued the title report: Title Guaranty of Hawaii, Inc.

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
<input type="checkbox"/>	Residential		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<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 checked="" type="checkbox"/>	Other (specify) Spatial Units	8	<input type="checkbox"/> Yes <input type="checkbox"/> No	R-5
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			None	

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> <p>N/A</p>
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1.15 Conversions

Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.	<input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable
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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:

N/A

Developer's statement of the expected useful life of each item reported above:

N/A

List of any outstanding notices of uncured violations of any building code or other county regulations:

N/A

Estimated cost of curing any violations described above:

N/A

Verified Statement from a County Official

Regarding any converted structures in the project, attached as Exhibit N/A is a verified statement signed by an appropriate county official which states that either:

(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:

- (i) Any variances or other permits that have been granted to achieve compliance;
- (ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and
- (iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;

Or

(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.

Other disclosures and information:

N/A

1.16 Project in Agricultural District

<p>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii? If answer is "Yes", provide information below.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? Yes No

If the answer is "No", provide explanation.

Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? Yes No

If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.

Other disclosures and information:

1.17 Project with Assisted Living Facility

<p>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS? If answer is "Yes", complete information below.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.

The nature and the scope of services to be provided.

Additional costs, directly attributable to the services, to be included in the association's common expenses.

The duration of the provision of the services.

Other possible impacts on the project resulting from the provision of the services.

Other disclosures and information.

2. PERSONS CONNECTED WITH THE PROJECT

<p>2.1 Developer</p>	<p>Name: LILIKOI PARK PLACE, LLC,</p> <p>Business Address: 1144 Young Street Honolulu, Hawaii 96814</p> <p>Business Phone Number : (808) 593-9394</p> <p>E-mail Address: <u>charlotte@graham-hawaii.com</u></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>Charlotte Graham, Member</p>
<p>2.2 Real Estate Broker</p>	<p>Name: Graham Properties, Inc.</p> <p>Business Address: 1144 Young Street Honolulu, Hawaii 96814</p> <p>E-mail Address: <u>charlotte@graham-hawaii.com</u></p> <p>Business Phone Number: (808) 593-9394</p>
<p>2.3 Escrow Depository</p>	<p>Name: Title Guaranty Escrow</p> <p>Business Address: 235 Queen Street Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 533-6261</p>
<p>2.4 General Contractor</p>	<p>Name: Graham Builders, Inc.</p> <p>Business Address: 1144 Young Street Honolulu, Hawaii 96814</p> <p>Business Phone Number: (808) 533-6261</p>
<p>2.5 Condominium Managing Agent</p>	<p>Name: Certified Hawaii</p> <p>Business Address: 3179 Koapaka Street Honolulu, Hawaii 96819</p> <p>Business Phone Number: (808) 836-0911</p>
<p>2.6 Attorney for Developer</p>	<p>Name: VERNON T. TASHIMA, ESQ.</p> <p>Business Address: Central Pacific Plaza, Suite 888 220 South King Street Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-2915</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
Bureau of Conveyances	October 12, 2012	A-46711149A thru A-46711149B

Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
First Amendment	November 19, 2012	A-47061117

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
Bureau of Conveyances	October 12, 2012	A-46711150

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	
Bureau of Conveyances Map Number	5126
Dates of Recordation of Amendments to the Condominium Map:	

3.4 House Rules

<p>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.</p>		
<p>The House Rules for this project:</p>		
Are Proposed	<input type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input checked="" type="checkbox"/>	November 29, 2012
Developer does not plan to adopt House Rules	<input type="checkbox"/>	

3.5 Changes to the Condominium Documents

<p>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.</p>		
Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

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

<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"/>	<p>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:</p> <p>Developer proposes to construct eight (8) new residential units, to replace the Spatial Units, whose location, without horizontal or vertical boundaries, are defined by spatial coordinates and are shown on a Site Plan. Each Spatial Unit will be replaced by a proposed custom built professionally designed residential dwelling pursuant to a contract of sale to be entered between the Developer and a Purchaser of such "Spatial Unit". Purchaser of a Spatial Unit shall work with the Developer in submitting necessary plans for approval by the Department of Planning & Permitting ("DPP") of the City and County of Honolulu. All proposed improvements shall be subject to compliance with any and all laws, ordinances, rules and regulation applicable to and covering landscaping, alteration or modification of a unit, in any manner. Final plans for a replacement unit shall be approved by the applicable governmental or municipal agency to issuance of building permits.</p> <p>The Developer reserves the right to add to, modify, or enlarge, the project, or to merge with another project, or, except as otherwise stated in the Declaration, to modify, or amend the Declaration, or condominium map, with respect to the foregoing reservation of rights.</p>

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

<p>Management of the Common Elements: The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.</p>	
<p>The initial Condominium Managing Agent for this project is (check one):</p>	
<input checked="" type="checkbox"/>	Not affiliated with the Developer
<input type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

<p>Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.</p>
<p>Exhibit <u> "F" </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.</p>

4.3 Utility Charges to be included in the Maintenance Fees

<p>If checked, the following utilities are included in the maintenance fee:</p>	
<input checked="" type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input checked="" type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer
<input type="checkbox"/>	TV cable
<input checked="" type="checkbox"/>	Other (specify): See EXHIBIT "F" Monthly & Annual Maintenance Fees

4.4 Utilities to be Separately Billed to Unit Owner

<p>If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:</p>	
<input type="checkbox"/>	Electricity for the Unit only
<input type="checkbox"/>	Gas for the Unit only
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input 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 "G" 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: November 10, 2012 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit "H" contains a summary of the pertinent provisions of the escrow agreement.
<input checked="" type="checkbox"/>	Other: Specimen Sales Contract includes Site Plan and Spatial Units each with its respective Proposed Drawings of Floor and Elevations Plans.

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. See Exhibit "I"
<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 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.

Type of Lien	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:

Does Not Apply – Presently There is No Residential Structures on the Property.

Appliances:

Each Unit shall purchase its appurtenant appliances.

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

<p>Status of Construction: To commence upon approval by DPP of the City and County of Honolulu and by applicable governmental agency and all laws, ordinances, rules and regulations prior to issuance of building permits.</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: Status of Completion to be determined between Developer and Purchaser.</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"/> N/A	<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"/> N/A	<p>For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.</p>

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

<p>Box A</p> <p><input type="checkbox"/> N/A</p>	<p>The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p><u>Important Notice Regarding Your Deposits:</u> Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.</p>
<p>Box A</p> <p><input type="checkbox"/> N/A</p>	<p>The Developer has not submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits.</p> <p>If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the <u>Important Notice Regarding Your Deposits</u> set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, <u>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</u> (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>You should understand that, although the <u>Important Notice Regarding Your Deposits</u> set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.</p>

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

Not Applicable

5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.	
1.	Developer's Public Report
2.	Declaration of Condominium Property Regime (and any amendments)
3.	Bylaws of the Association of Unit Owners (and any amendments)
4.	Condominium Map (and any amendments)
5.	House Rules, if any
6.	Escrow Agreement
7.	Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8.	Other: a) Affidavit of Intent to Purchase and Reside in an Owner-Occupant Designated Condominium Residential Unit b) Receipt of Project Information; Cooperating Brokerage Firm's Separate Contract; Transaction Cover Sheet; c) Dual Agency Consent Addendum; Project Information; Receipt of Seller's Real Property Disclosure Statement d) Declaration of Covenants, Conditions & Restrictions of LILIKOI GARDENS dated October 15, 2012 and recorded as Document No. A-47210878

Copies of the condominium and sales documents and amendments made by the Developer are available for review through the Developer or through the Developer's sales agent, if any. The Condominium Property Regime law (Chapter 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:	
Website to access official copy of laws: www.capitol.hawaii.gov	
Website to access rules: www.hawaii.gov/dcca/har	

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

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

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

<p>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:</p> <ol style="list-style-type: none">(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:<ol style="list-style-type: none">(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 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 PROJECT.

1) **ASSOCIATION/AFFILIATES:**

CHARLOTTE GRAHAM discloses that she is a Member Manager of LILIKOI PARK PLACE, LLC, a Hawaii registered Limited Liability Company, and is also a principal broker of GRAHAM PROPERTIES, INC., Hawaii Broker's License No. RB-10706; and, is also the principal Mortgage Broker of GRAHAM MORTGAGE, INC.

CHARLOTTE GRAHAM does not have an ownership interest but is married to the owner of GRAHAM BUILDERS, INC., a Hawaii corporation with its Registration License No. CT-16447, the general contractor for the project.

2) **CONSTRUCTION WARRANTIES:** CHAPTER 672E, Hawaii Revised Statutes, effective July 1, 2004, contains important requirements you must follow before you may file a lawsuit or other action for defective construction against the contractor who designed, repaired, or constructed your home or facility. **NINETY DAYS** before you file your lawsuit or other action, you must serve on the contractor a written notice of any construction conditions you allege are defective. Under the law, a contractor has the opportunity to make an offer to repair and/or pay for the defects. You are 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 your ability to file a lawsuit or other action.

3) **SPATIAL UNITS:** Units 1 through 8 are spatial units. Sec. 514B-3, HRS, permits a unit to be described by spatial coordinates rather than constructing or erecting a physical unit. In this project each of the units is a spatial unit. Each of the spatial units may be replaced with a dwelling or structure as described in the sample sales contract. As provided in the Declaration, any improvements must be in compliance with all applicable building codes and zoning ordinances.

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.

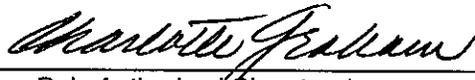
For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified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

LILIKOI PARK PLACE, LLC

Printed Name of Developer

By:


Duly Authorized Signatory*

DEC 05 2012

Date

CHARLOTTE GRAHAM, Member/Developer

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.**

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.

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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.

LILIKOI GARDENS, LLC

Printed Name of Developer

By: Sandy M. Kagawa
Duly Authorized Signatory*

12/4/12
Date

SANDY M. KAGAWA, Member/Fee Owner

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"

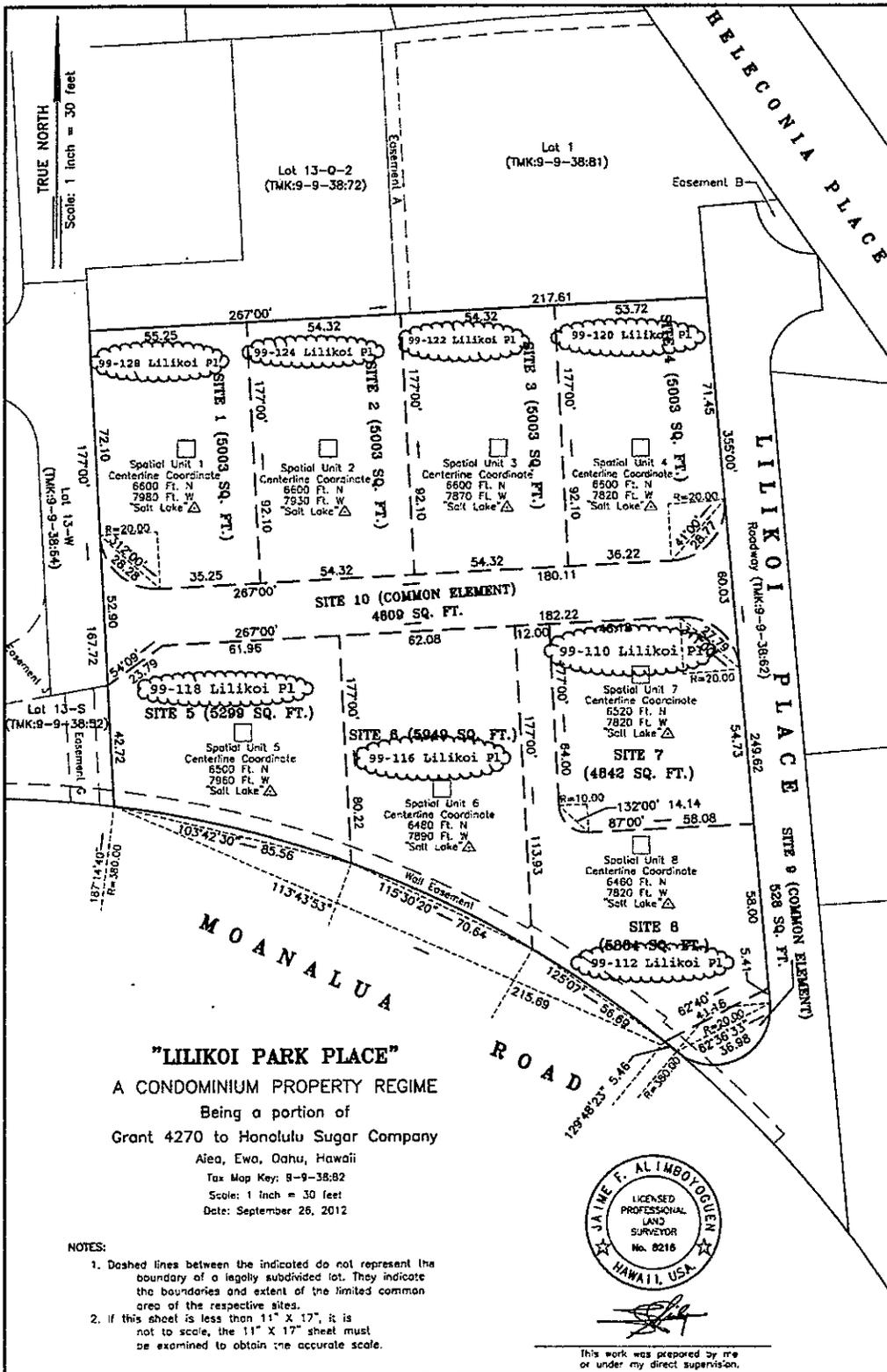
1.1 The Underlying Land (continued from page 3)

Address of Project is expected to change because	SEE EXHIBIT "A"
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Initially, there will be eight (8) units, initially referred to "Spatial Units", whose location, without horizontal or vertical boundaries are defined by spatial coordinates as shown on the Declaration recorded in the Bureau of Conveyances as Regular System Document No. A-46711149A thru A-46711149B and Site Plan filed in the Bureau of Conveyances as Map No. 5126.

The "Spatial Units" will be replaced by a proposed custom built professionally designed residential dwelling pursuant to a contract of sale of each "Spatial Unit", to be entered between the Developer and a purchaser of such "Spatial Unit along with a street name and number change, as follows (see attached proposed Site Plan with address change of number and street name):

Spatial Unit No.	Old Address	New Address
1	99-104 A Moanalua Road	99-128 Lilikoi Place
2	99-104 B Moanalua Road	99-124 Lilikoi Place
3	99-104 C Moanalua Road	99-122 Lilikoi Place
4	99-104 D Moanalua Road	99-120 Lilikoi Place
5	99-104 E Moanalua Road	99-118 Lilikoi Place
6	99-104 F Moanalua Road	99-116 Lilikoi Place
7	99-104 G Moanalua Road	99-110 Lilikoi Place
8	99-104 H Moanalua Road	99-112 Lilikoi Place



END OF EXHIBIT "A"

EXHIBIT "B"

1.3 Unit Types and Sizes of Units (continued from page 3)

Lilikoi Park Place, LLC has established a condominium property regime called "LILIKOI PARK PLACE", consisting of eight (8) units, referred to as "spatial units", the boundaries of which are defined by spatial coordinates, as stated in the Declaration. The spatial coordinates indicate the centerline of a spatial unit shown on the condominium map as six feet by six feet by six feet cube situated on the Limited Common Element appurtenant to a respective unit.

Units 1 through 8 are "spatial" units which contain the areas set forth and described in the Declaration and Condominium Map. There is presently NO RESIDENTIAL STRUCTURES ON THE PROPERTY.

TABLE 1 – SPATIAL UNITS

Model Unit Plan No.	Proposed Street Location	Defined by Spatial Centerline Coordinates
1	99-128 Lilikoi Place	6,600 ft. N 7,980 ft. W "Salt Lake" 
2	99-124 Lilikoi Place	6,600 ft. N 7,930 ft. W "Salt Lake" 
3	99-122 Lilikoi Place	6,600 ft. N 7,870 ft. W "Salt Lake" 
4	99-120 Lilikoi Place	6,600 ft. N 7,820 ft. W "Salt Lake" 
5	99-118 Lilikoi Place	6,500 ft. N 7,960 ft. W "Salt Lake" 
6	99-116 Lilikoi Place	6,480 ft. N 7,890 ft. W "Salt Lake" 
7	99-110 Lilikoi Place	6,520 ft. N 7,820 ft. W "Salt Lake" 
8	99-112 Lilikoi Place	6,460 ft. N 7,820 ft. W "Salt Lake" 

8	Total Number of Spatial Units
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EXHIBIT "B"

EXHIBIT "B"

1.3 Unit Types and Sizes of Units (continued from page 3)

The eight (8) Spatial Units will be **replaced** by a professionally designed residential dwelling pursuant to a Contract of Sale of each spatial unit, to be entered into between the Developer and a purchaser of a respective spatial unit.

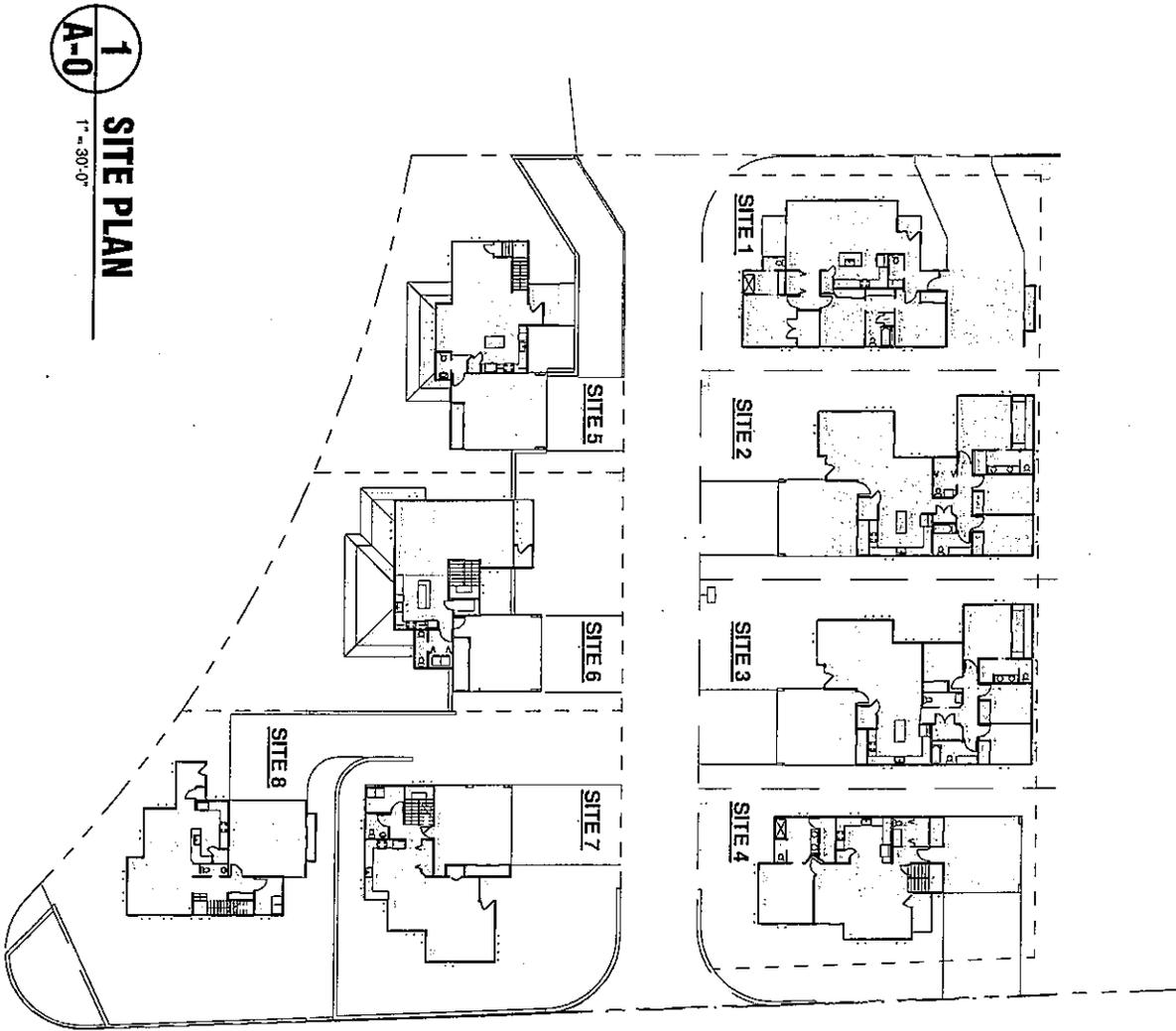
All approximate net living and net other areas are subject to change for each unit between Developer and Purchaser for a custom-built designed dwelling under the Proposed Model Plans to its respective Spatial Units (see attached).

TABLE II – Proposed Residential Dwellings

Unit Plan No. /Location	Quan	BR/Bath	Proposed Approx. Net Living Area	Proposed Approx. Net Other Areas	Proposed Other Areas (lanai, garage, etc.)	*Total Area (subject to change)
Unit 1: 99-128 Lilikoï Pl	1	3/2-1/2	1,652 sf	61 sf 481 sf	Net Other (lanai) Other Areas (carport/storage/entry)	2,194 sf
Unit 2: 99-124 Lilikoï Pl	1	3/2-1/2	1,779 sf	103 sf 400 sf	Net Other (entry/storage) Other Area (carport)	2,282 sf
Unit 3: 99-122 Lilikoï Pl	1	4/2-1/2	1,854 sf	103 sf 400 sf	Net Other (entry/storage) Other Area (carport)	2,357 sf
Unit 4: 99-120 Lilikoï Pl	1	3/2-1/2	1,896 sf	81 sf 420 sf	Net Other (entry) Other Area (storage/carport)	2,397 sf
Unit 5: 99-118 Lilikoï Pl	1	3/2-1/2	2,012 sf	111sf 445 sf	Net Other (entry) Other Area (carport/storage)	2,385 sf
Unit 6: 99-116 Lilikoï Pl	1	3/2-1/2	1,937 sf	125 sf 398 sf	Net Other (entry) Other Area (carport)	2,460 sf
Unit 7: 99-110 Lilikoï Pl	1	3/2-1/2	1,917 sf	58 sf 432 sf	Net Other (storage) Other Area (carport/storage)	2,407 sf
Unit 8: 99-112 Lilikoï Pl	1	3/2-1/2	1,856 sf	95 sf 401 sf	Net Other (foyer/closet) Other Area (carport/storage)	2,352 sf

8	Total Number of Units
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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.

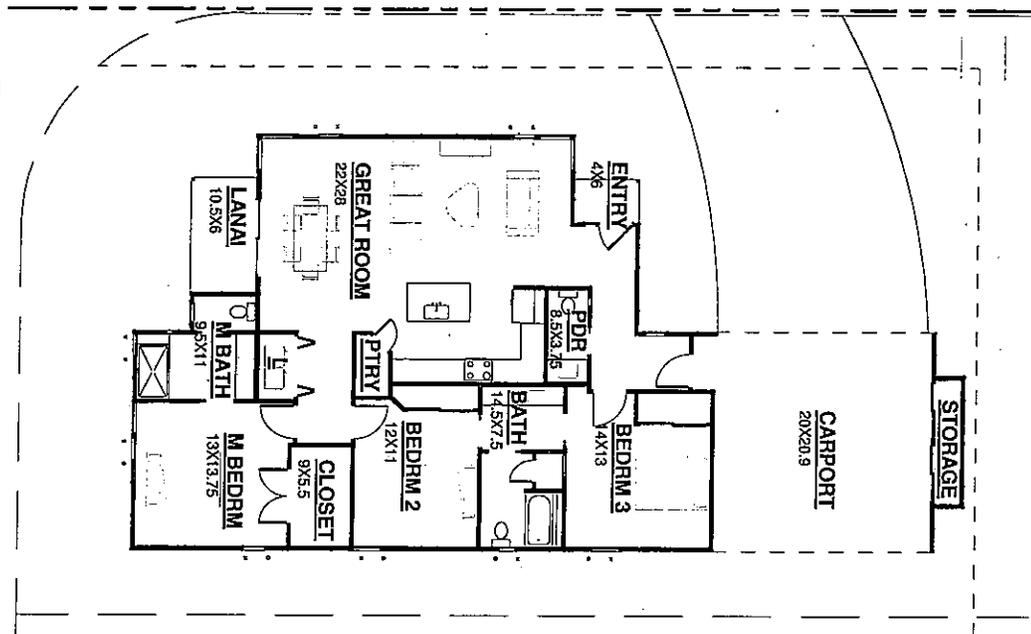


1
A-0 SITE PLAN
 1" = 30'-0"

LILIKOI PARK PLACE LILIKOI PLACE AIEA, HI 96701 TMK: 1/9-9-038:082		Graham Builders <small>Commercial Construction Division</small> 1141 YOUNG STREET HONOLULU, HAWAII 96814 PHONE: 593-2880 FAX: 591-9294 www.grahambuilders.com
SITE PLAN	DATE: 11/08/12	DRAWING NO. A-0
SHEET: 1 OF 17		

1
A-1

UNIT 1 FLOOR PLAN
3/92" = 1'-0"



NET LIVING AREA 1,882 SF
NET OTHER AREAS 61 SF
OTHER AREAS 491 SF
TOTAL AREA 2,194 SF

<p>LILIKOI PARK PLACE</p> <p>99-128 LILIKOI PLACE</p> <p>AIEA, HI 96701</p> <p>TMK: 1/9-9-038:082 CPR0001</p>		<p>Graham Builders</p> <p><small>CONSTRUCTION MANAGEMENT</small></p> <p>144 YOUNG STREET HONOLULU, HAWAII 96814 www.grahambuilders.com</p> <p>PHONE: 593-2800 FAX: 591-9294</p>
SITE 1 PLAN	DATE: 11/08/12	<p>A-1</p> <p>SHEET: 2 OF 17</p>
DRAWING NO.		

LILIKOI PARK PLACE

**99-128 LILIKOI PLACE
 AIEA, HI 96701
 TMK: 1/9-9-038:082 CPR0001**

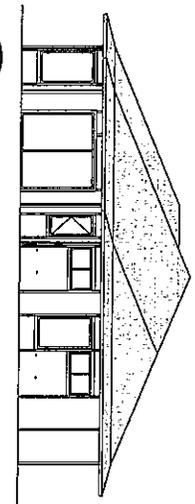
SITE 1 ELEV

DATE: 11/08/12

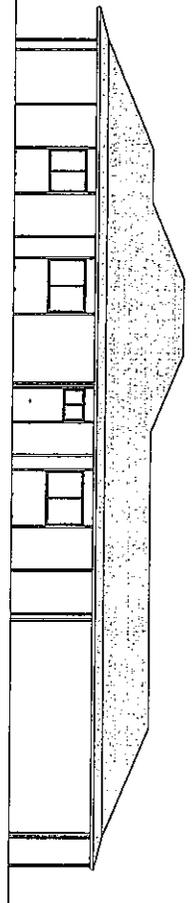
DRAWING NO.

A-2

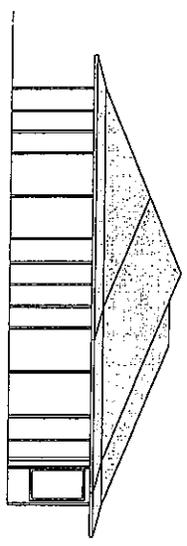
SHEET: 3 OF 17



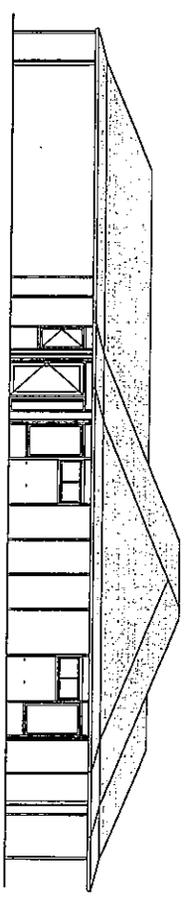
3 UNIT 1 MAKAI ELEVATION
 3/32" = 1'-0"



1 UNIT 1 DIAMOND HEAD ELEVATION
 3/32" = 1'-0"



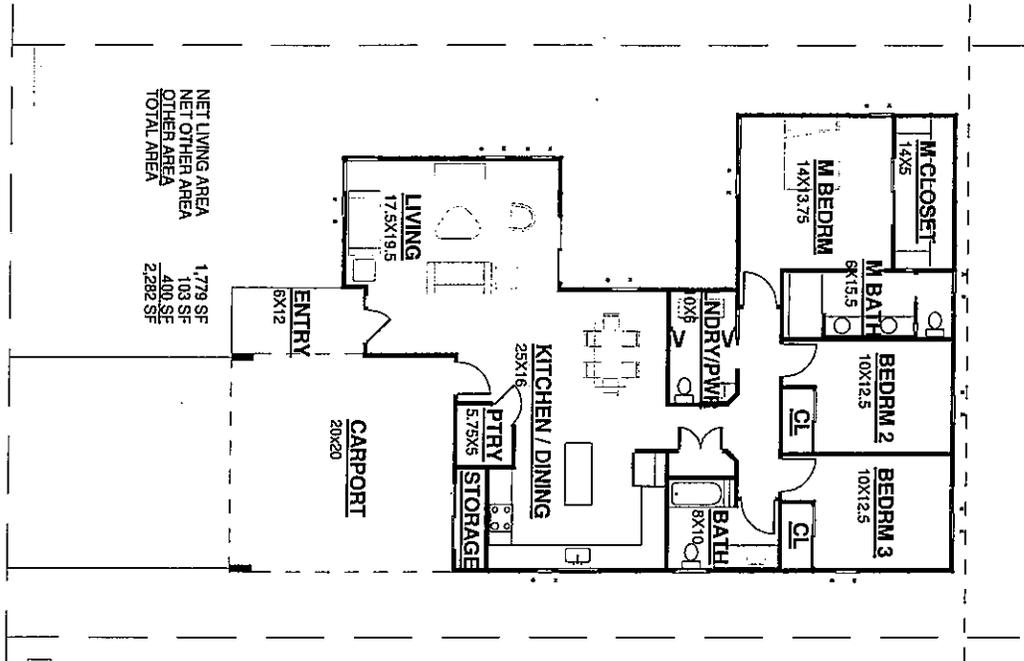
4 UNIT 1 MAUKA ELEVATION
 3/32" = 1'-0"



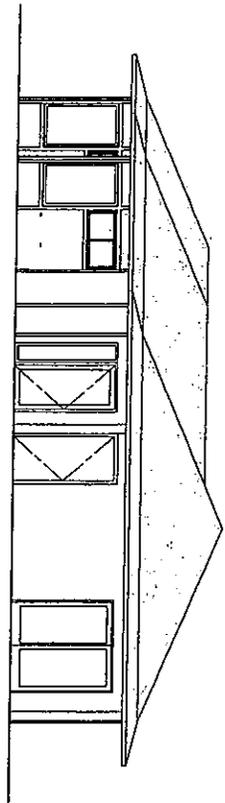
2 UNIT 1 EWA ELEVATION
 3/32" = 1'-0"

1
A-3

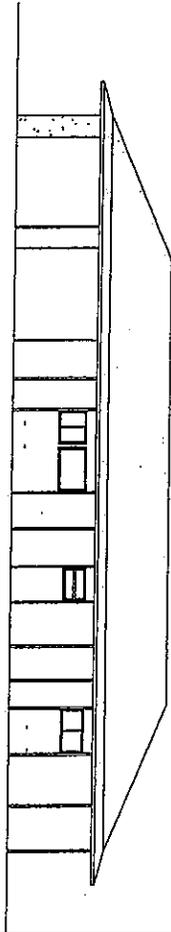
UNIT 2 FLOOR PLAN



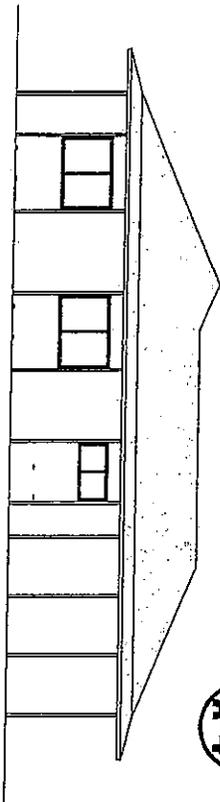
<p>Graham Builders <small>CONSTRUCTION CONTRACTORS</small> <small>1144 YOUNG STREET</small> <small>HOLOLOA, HAWAII 96814</small> <small>PHONE: 593-2688</small> <small>FAX: 591-9294</small> <small>www.grahambuilders.com</small></p>	
<p>LILIKOI PARK PLACE</p>	
<p>99-124 LILIKOI PLACE AIEA, HI 96701 TMK: 1/9-9-038:082 CPR0002</p>	
<p>SITE 2 PLAN</p>	<p>DATE: 11/08/12</p>
<p>DRAWING NO.</p>	<p>A-3</p>
<p>SHEET: 4 OF 17</p>	



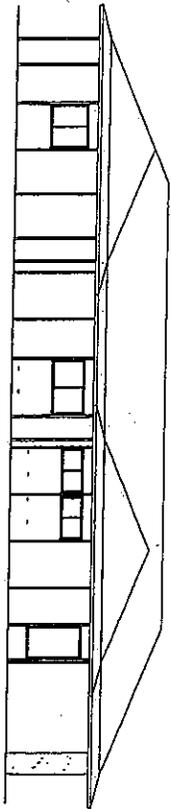
3
A-4 UNIT 2 MAKAI ELEVATION
1/8" = 1'-0"



1
A-4 UNIT 2 DIAMOND HEAD ELEVATION
3/32" = 1'-0"



4
A-4 UNIT 2 MAUKA ELEVATION
1/8" = 1'-0"



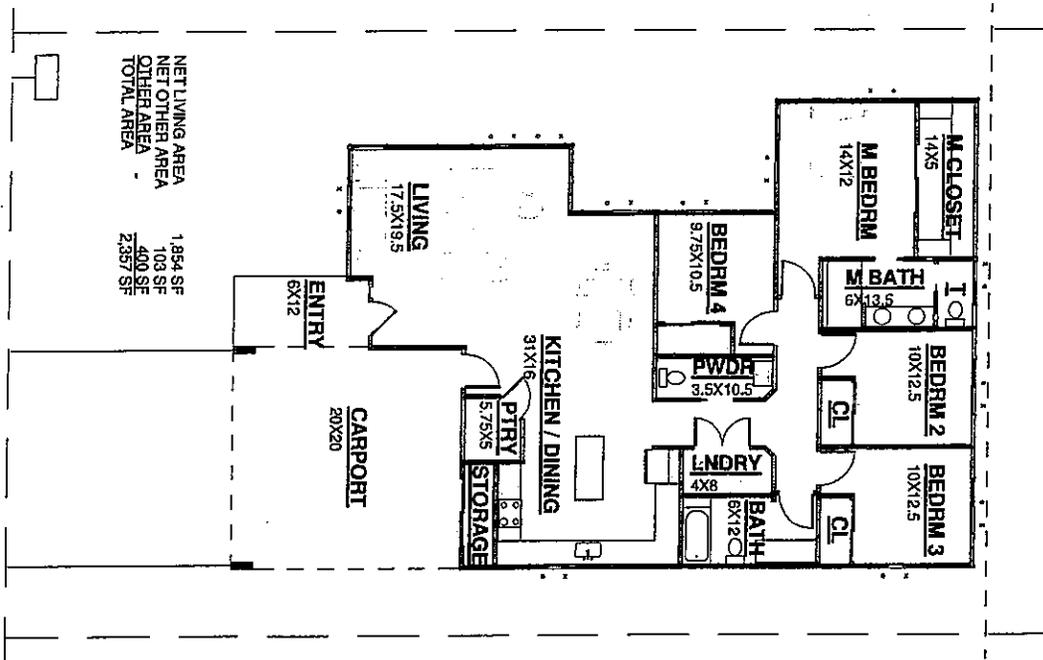
2
A-4 UNIT 2 EWA ELEVATION
3/32" = 1'-0"

<p>Graham Builders Your Future. Your Neighborhood.</p> <p>114 YOUNG STREET HONOLULU, HAWAII 96814 PHONE: 595-2808 FAX: 595-9239 www.grahambuilders.com</p>	
<p>LILIKOI PARK PLACE</p> <p>99-124 LILIKOI PLACE AIEA, HI 96701 TMK: 1/9-9-038:082 CPR0002</p>	
<p>SITE 2 ELEV</p>	<p>A-4</p>
<p>DATE: 11/08/12</p>	<p>DRAWING NO.</p>
<p>SHEET: 5 OF</p>	<p>DATE: 11/08/12</p>

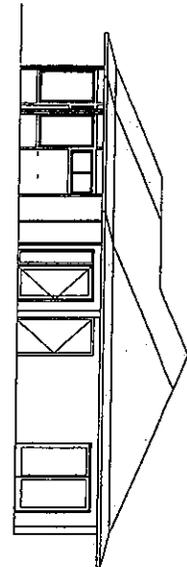
1
A-5

UNIT 3 FLOOR PLAN

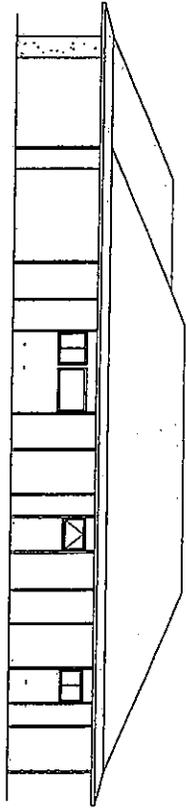
3/32" = 1'-0"



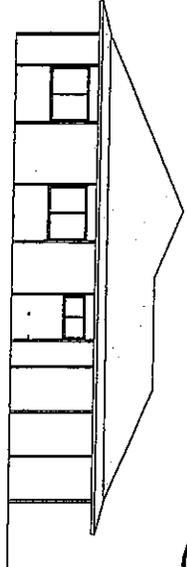
<p>Graham Builders For Home Your Way</p> <p>1144 YOUNG STREET HONOLULU, HAWAII 96814 PHONE: 533-2808 FAX: 531-5229 www.grahambuilders.com</p>	
<p>LILIKOI PARK PLACE</p> <p>99-122 LILIKOI PLACE AIEA, HI 96701 TMK: 1/9-9-038:082 CPR0003</p>	
<p>SITE 3 PLAN</p>	<p>DATE: 11/08/12</p>
<p>DRAWING NO.</p>	<p>A-5</p>
<p>SHEET: 6 OF 17</p>	



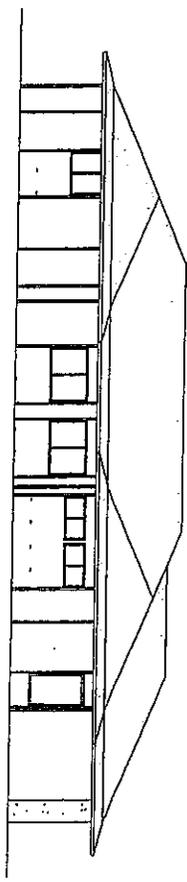
3
A-6 UNIT 3 MAKAI ELEVATION
3/32" = 1'-0"



1
A-6 UNIT 3 DIAMOND HEAD ELEVATION
3/32" = 1'-0"



4
A-6 UNIT 3 MAUKA ELEVATION
3/32" = 1'-0"



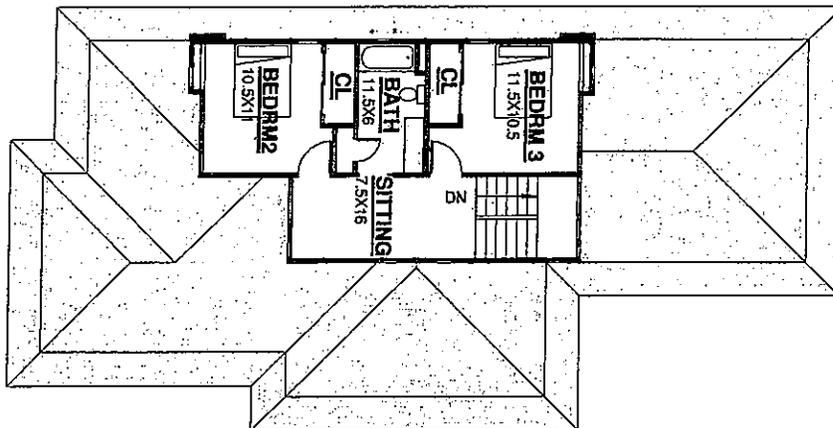
2
A-6 UNIT 3 EWA ELEVATION
3/32" = 1'-0"

<p>Graham Builders 724 FRENCH ROAD, HOONAHUOLO, HI 96741 156 YOUNG STREET HONOLULU, HAWAII 96814 PHONE: 593-2698 FAX: 591-9378 www.grahambuilders.com</p>	
<p>LILIKOI PARK PLACE</p> <p>99-122 LILIKOI PLACE AIEA, HI 96701 TMK: 1/9-9-038:082 CPR0003</p>	
<p>SITE 3 ELEV</p>	<p>DRAWING NO.</p>
<p>DATE: 11/08/12</p>	<p>A-6</p>
<p>SHEET: 7 OF 17</p>	

2
A-7

UNIT 4 SECOND FLOOR

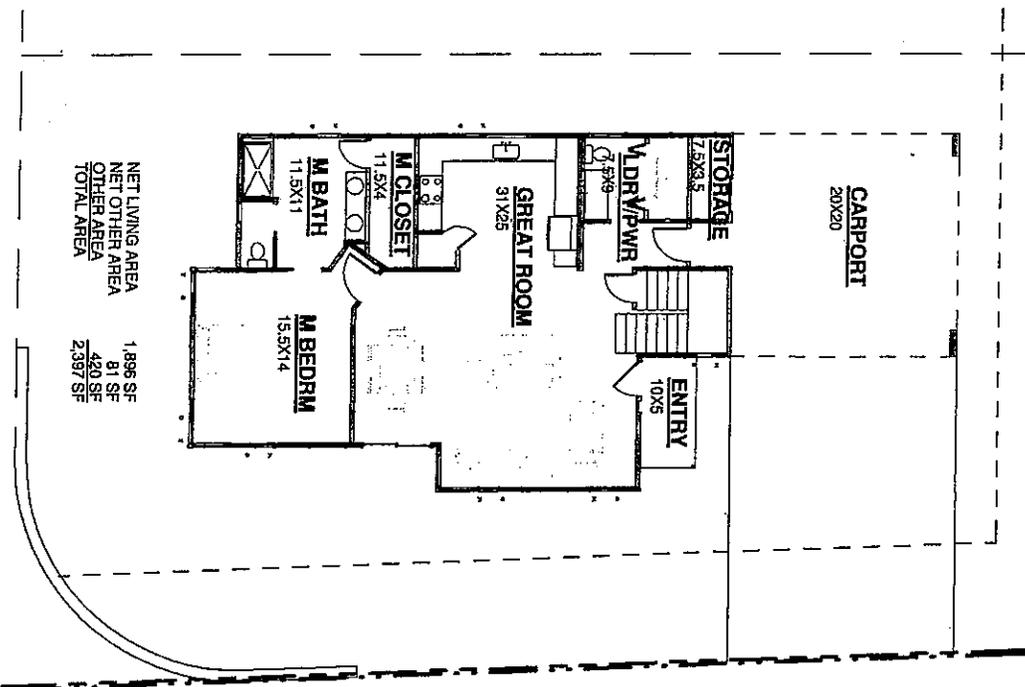
3/32" = 1'-0"



1
A-7

UNIT 4 FLOOR PLAN

3/32" = 1'-0"



NET LIVING AREA
NET OTHER AREA
OTHER AREA
TOTAL AREA

1,896 SF
81 SF
450 SF
2,397 SF

LILIKOI PARK PLACE

**99-120 LILIKOI PLACE
AIEA, HI 96701**

TMK: 1/9-9-038:082 CPR0004

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CONSTRUCTION SOLUTIONS

1441 YOUNG STREET
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PHONE: 933-3808
FAX: 591-9291
www.grahambuilders.com

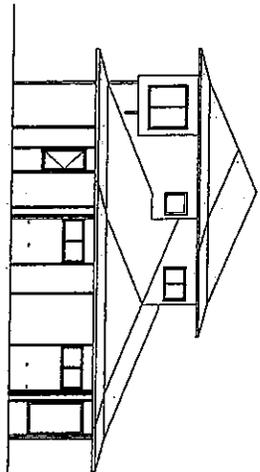
SITE 4 PLAN

DATE: 11/08/12

DRAWING NO.

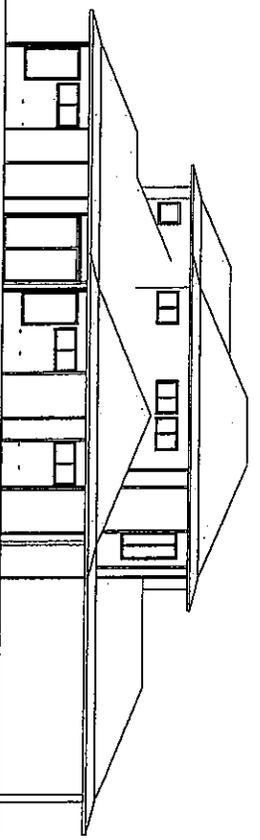
A-7

SHEET: 8 OF 17



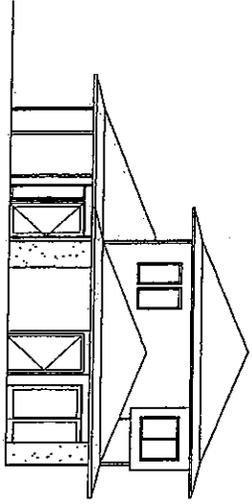
3
A-8

UNIT 4 MAKAI ELEVATION
3/32" = 1'-0"



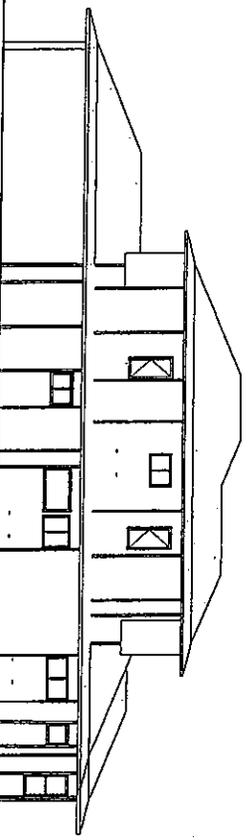
1
A-8

UNIT 4 DIAMOND HEAD ELEVATION
3/32" = 1'-0"



4
A-8

UNIT 4 MAUKA ELEVATION
3/32" = 1'-0"



2
A-8

UNIT 4 EWA ELEVATION
3/32" = 1'-0"

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FAX: 591-9294

LILIKOI PARK PLACE

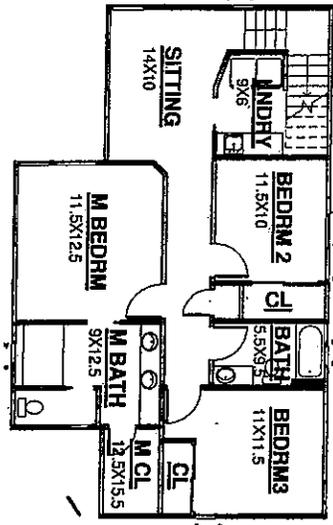
99-120 LILIKOI PLACE
AIEA, HI 96701
TMK: 1/9-9-038:082 CPR0004

SITE 4 ELEV

DATE: 11/08/12
DRAWING NO.

A-8

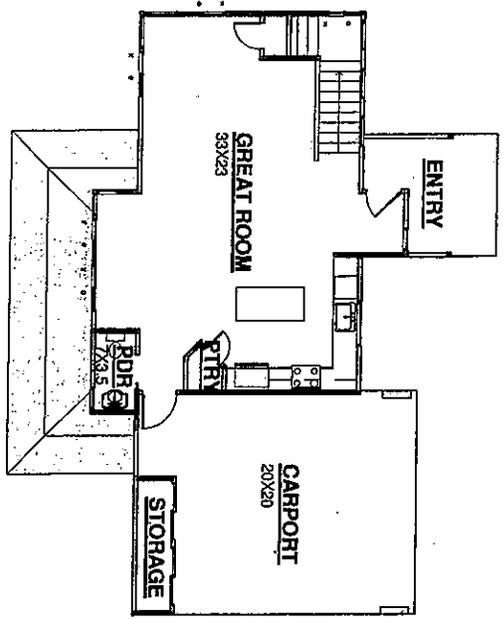
SHEET: 9 OF 17



1
A-9

UNIT 5 LOWER LEVEL
3/32" = 1'-0"

NET LIVING 2,012 SF
 NET OTHER AREA 111 SF
 OTHER AREA 445 SF
 TOTAL AREA 2,385 SF



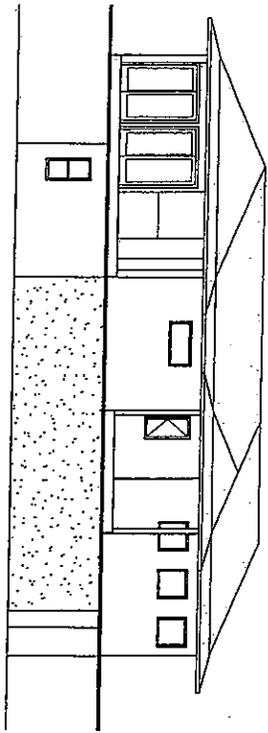
2
A-9

UNIT 5 FLOOR PLAN
3/32" = 1'-0"

Graham Builders
 144 YOUNG STREET
 HONOLULU, HAWAII 96814
 PHONE: 593 2898
 FAX: 591 9294
 www.grahambuilders.com

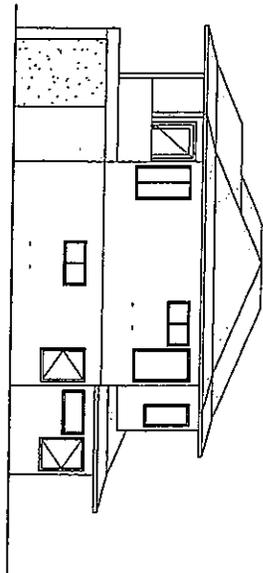
LILIKOI PARK PLACE
99-118 LILIKOI PLACE
AIEA, HI 96701
TMK: 1/9-9-038:082 CPR0005

SITE 5 PLANS
DATE: 11/08/12
DRAWING NO.
A-9
SHEET: 10 OF 17



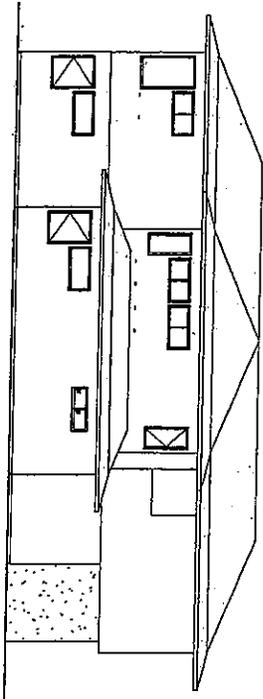
1
A-10

3/32" = 1'-0"
LOT 5 MAUKA ELEVATION



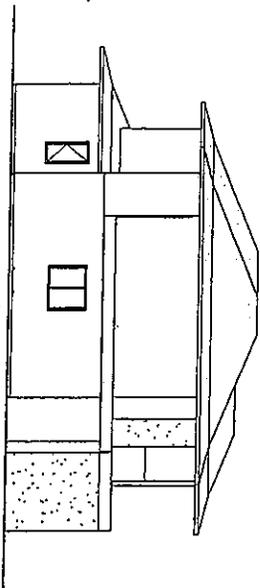
2
A-10

3/32" = 1'-0"
LOT 5 EWA ELEVATION



3
A-10

3/32" = 1'-0"
LOT 5 MAKAI ELEVATION



4
A-10

3/32" = 1'-0"
LOT 5 DIAMOND HEAD ELEVATION

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LILIKOI PARK PLACE

**99-118 LILIKOI PLACE
AIEA, HI 96701
TMK: 1/9-9-038:082 CPR0005**

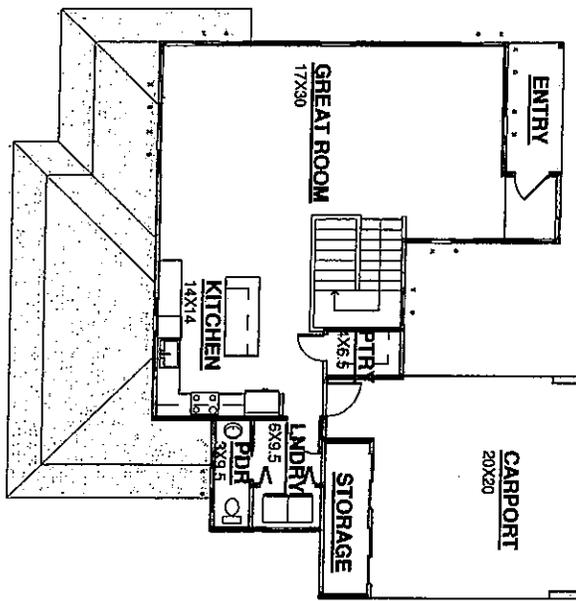
SITE 5 ELEV

DATE: 11/08/12

DRAWING NO.

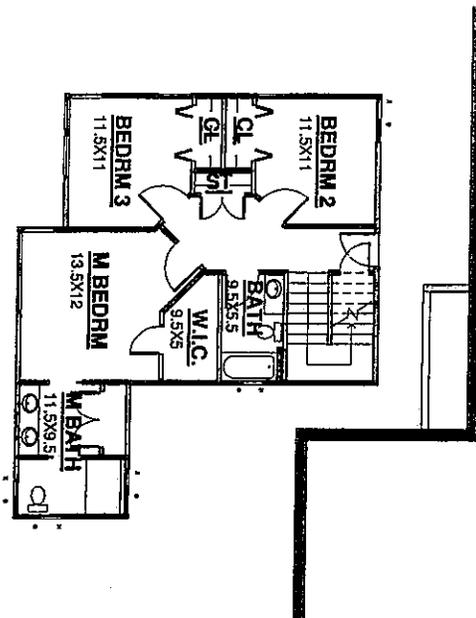
A-10

SHEET: 11 OF 17



NET LIVING
NET OTHER AREA
OTHER AREA
TOTAL AREA

1,937 SF
125 SF
398 SF
2,460 SF



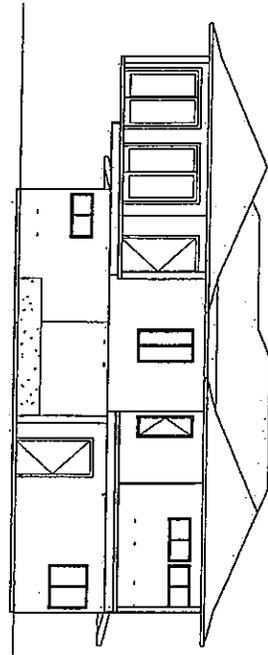
1
A-11

UNIT 6 FLOOR PLAN
3/92 = 1'-0"

2
A-11

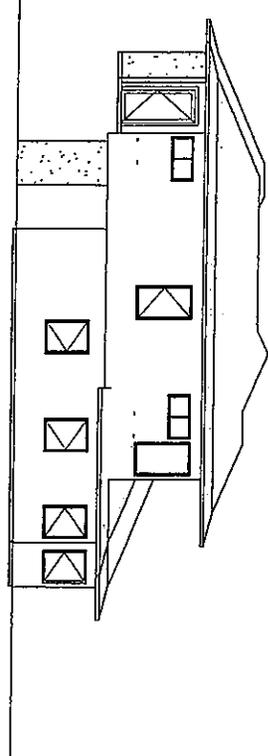
UNIT 6 LOWER LEVEL
3/92 = 1'-0"

		<p>114 YOUNG STREET HONOLULU, HAWAII 96814 www.grahambuilders.com</p>		<p>PHONE: 893-2808 FAX: 591-9394</p>	
<p>LILIKOI PARK PLACE</p>					
<p>99-116 LILIKOI PLACE</p>					
<p>AIEA, HI 96701</p>					
<p>TMK: 1/9-9-038:082 CPR0006</p>					
<p>SITE 6 PLANS</p>					
<p>DATE: 11/08/12</p>		<p>DRAWING NO. A-11</p>			
<p>SHEET: 12 OF 17</p>					



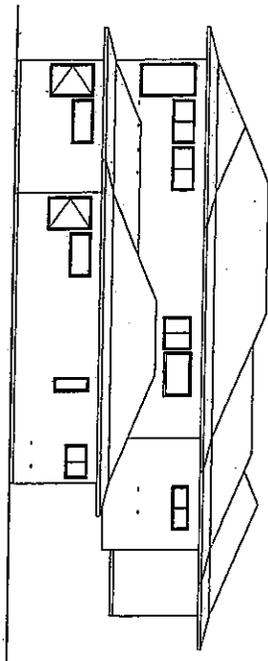
1
A-12

UNIT 6 MAUKA ELEVATION
3/32" = 1'-0"



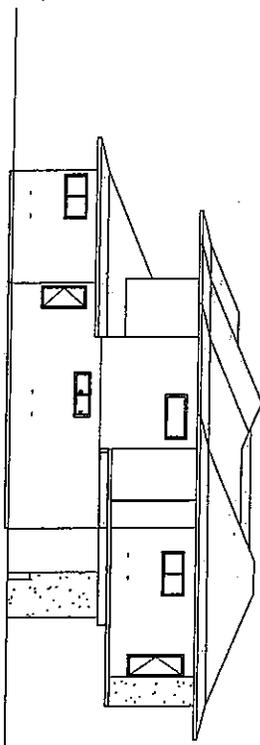
2
A-12

UNIT 6 EWA ELEVATION
3/32" = 1'-0"



3
A-12

UNIT 6 MAKAI ELEVATION
3/32" = 1'-0"



4
A-12

UNIT 6 DIAMOND HEAD ELEVATION
3/32" = 1'-0"

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LILIKOI PARK PLACE

**99-116 LILIKOI PLACE
AIEA, HI 96701
TMK: 1/9-9-038:082 CPR0006**

SITE 6 ELEV

DATE: 11/08/12

DRAWING NO.

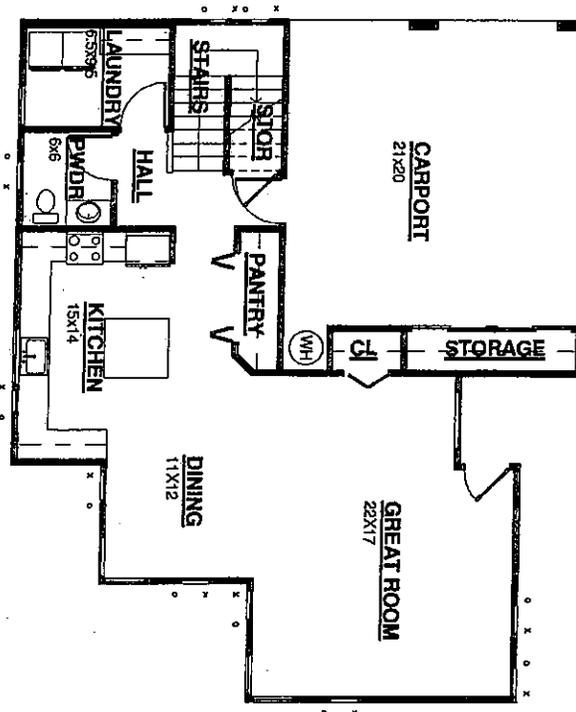
A-12

SHEET: 13 OF 17

1
A-13

UNIT 7 FLOOR PLAN

1/8" = 1'-0"

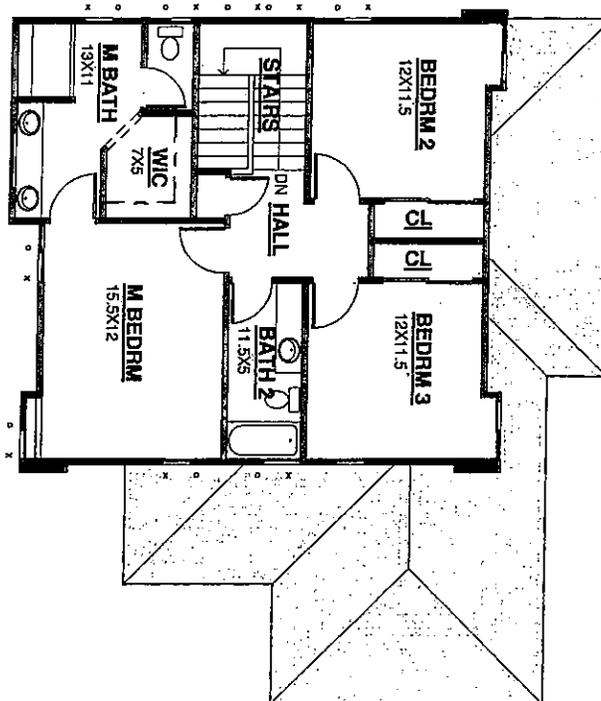


NET LIVING 1,917 SF
 NET OTHER AREA 58 SF
 OTHER AREA 432 SF
 TOTAL AREA 2,407 SF

2
A-13

UNIT 7 UPPER PLAN

1/8" = 1'-0"



LILIKOI PARK PLACE

99-110 LILIKOI PLACE
AIEA, HI 96701
TMK: 1/9-9-038:082 CPR0007

SITE 7 PLANS

DATE: 11/08/12

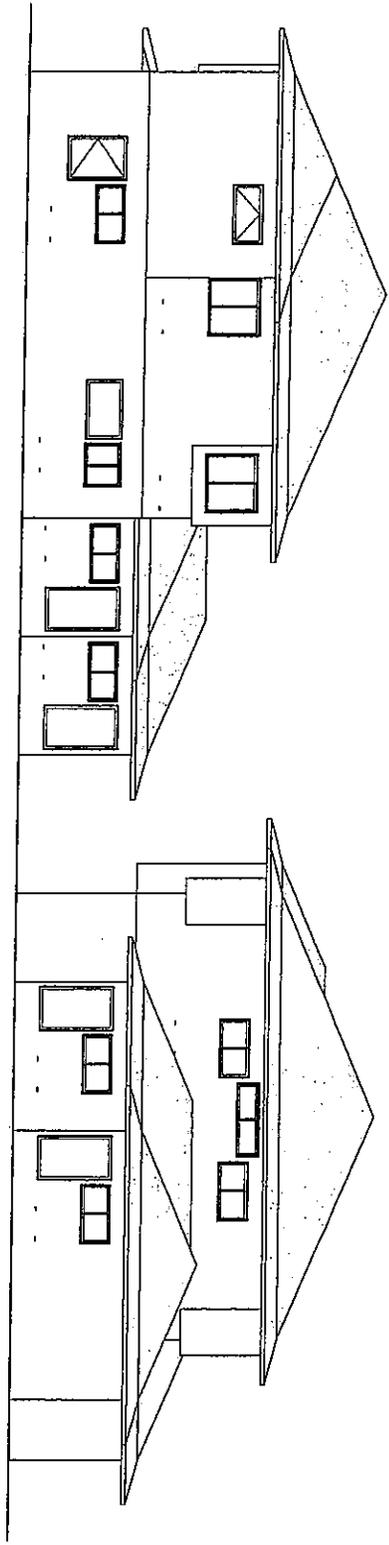
DRAWING NO.

A-13

SHEET: 14 OF 17

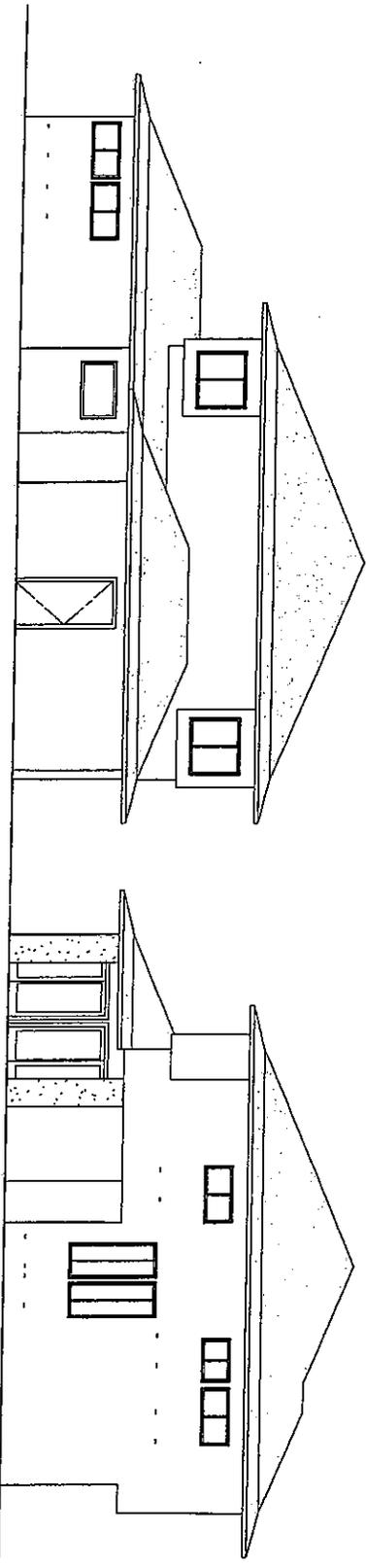
Graham Builders
 1001 Kalia Road, Suite 100
 Honolulu, HI 96811

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 HONOLULU, HAWAII 96814
 PHONE: 593-2808
 FAX: 591-9294
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1
A-14
1/8" = 1'-0"
UNIT 7 MAKAI ELEVATION

2
A-14
1/8" = 1'-0"
UNIT 7 DIAMOND HEAD ELEVATION



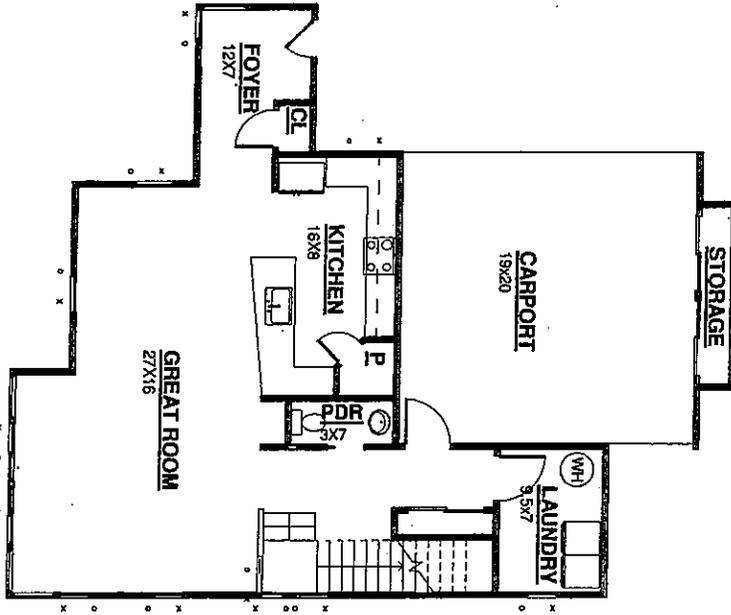
3
A-14
1/8" = 1'-0"
UNIT 7 MAUKA ELEVATION

4
A-14
1/8" = 1'-0"
UNIT 7 EWA ELEVATION

<p>Graham Builders <small>MAKAI • MAUKA • EWA • DIAMOND HEAD</small></p>		<p>LILIKOI PARK PLACE</p> <p>99-110 LILIKOI PLACE AIEA, HI 96701 TMK: 1/9-9-038:082 CPR0007</p>	
<p>SITE 7 ELEV</p>		<p>114 YOUNG STREET HONOLULU, HAWAII 96814 www.grahambuilders.com</p> <p>PHONE: 593-2808 FAX: 591-9294</p>	
<p>DATE: 11/08/12</p> <p>DRAWING NO. A-14</p>		<p>SHEET: 15 OF 17</p>	

1
A-15

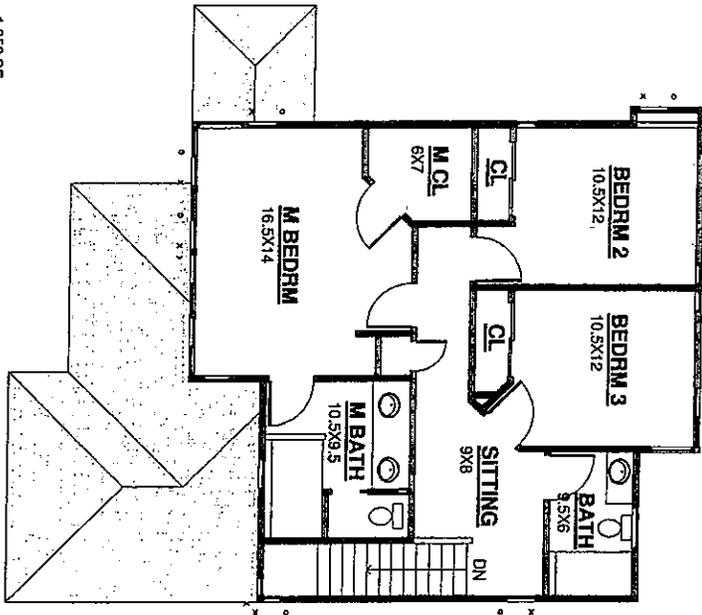
UNIT 8 FLOOR PLAN
1/8" = 1'-0"



NET LIVING 1,856 SF
NET OTHER AREA 98 SF
OTHER AREA 401 SF
TOTAL AREA 2,352 SF

2
A-15

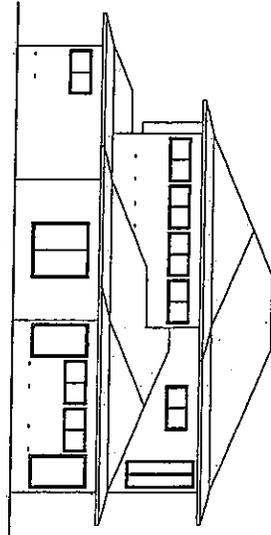
UNIT 8 UPPER PLAN
1/8" = 1'-0"



LILIKOI PARK PLACE	
99-112 LILIKOI PLACE	
AIEA, HI 96701	
TMK: 1/9-9-038:082 CPR0008	
SITE 8 PLANS	
DATE:	11/08/12
DRAWING NO.	
A-15	
SHEET:	16 OF 17

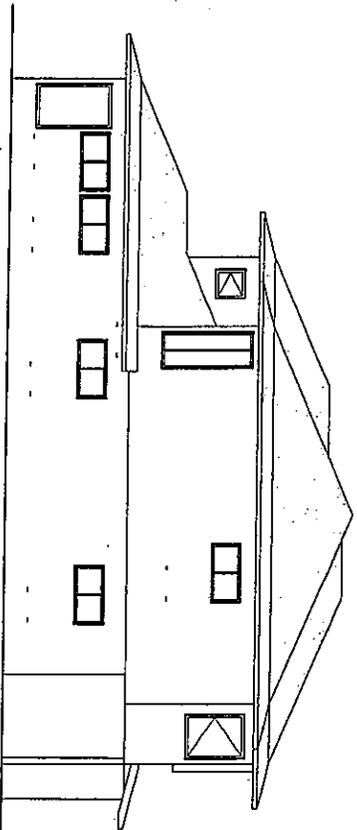
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FAX: 591-4291
www.grahambuilders.com



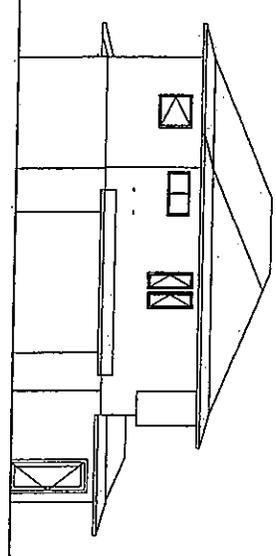
1
A-16

UNIT 8 MAKAI ELEVATION
3/32" = 1'-0"



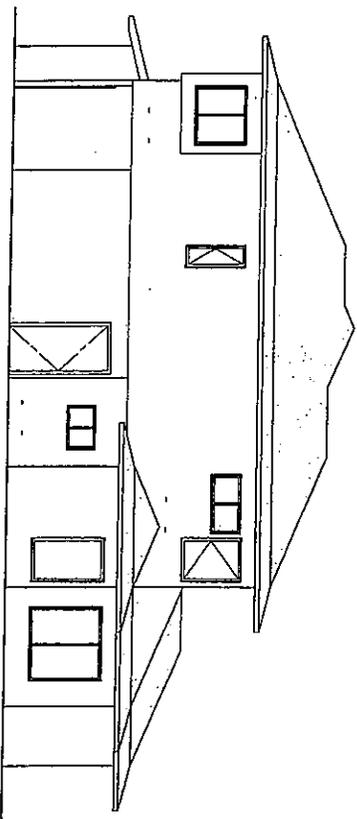
2
A-16

UNIT 8 DIAMOND HEAD ELEVATION
1/8" = 1'-0"



3
A-16

UNIT 8 MAUKA ELEVATION
3/32" = 1'-0"



4
A-16

UNIT 8 EWA ELEVATION
1/8" = 1'-0"

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LILIKOI PARK PLACE

99-112 LILIKOI PLACE
AIEA, HI 96701
TMK: 1/9-9-038:082 CPR0008

SITE 8 ELEV

DATE: 11/08/12

DRAWING NO.

A-16

SHEET: 17 OF 17

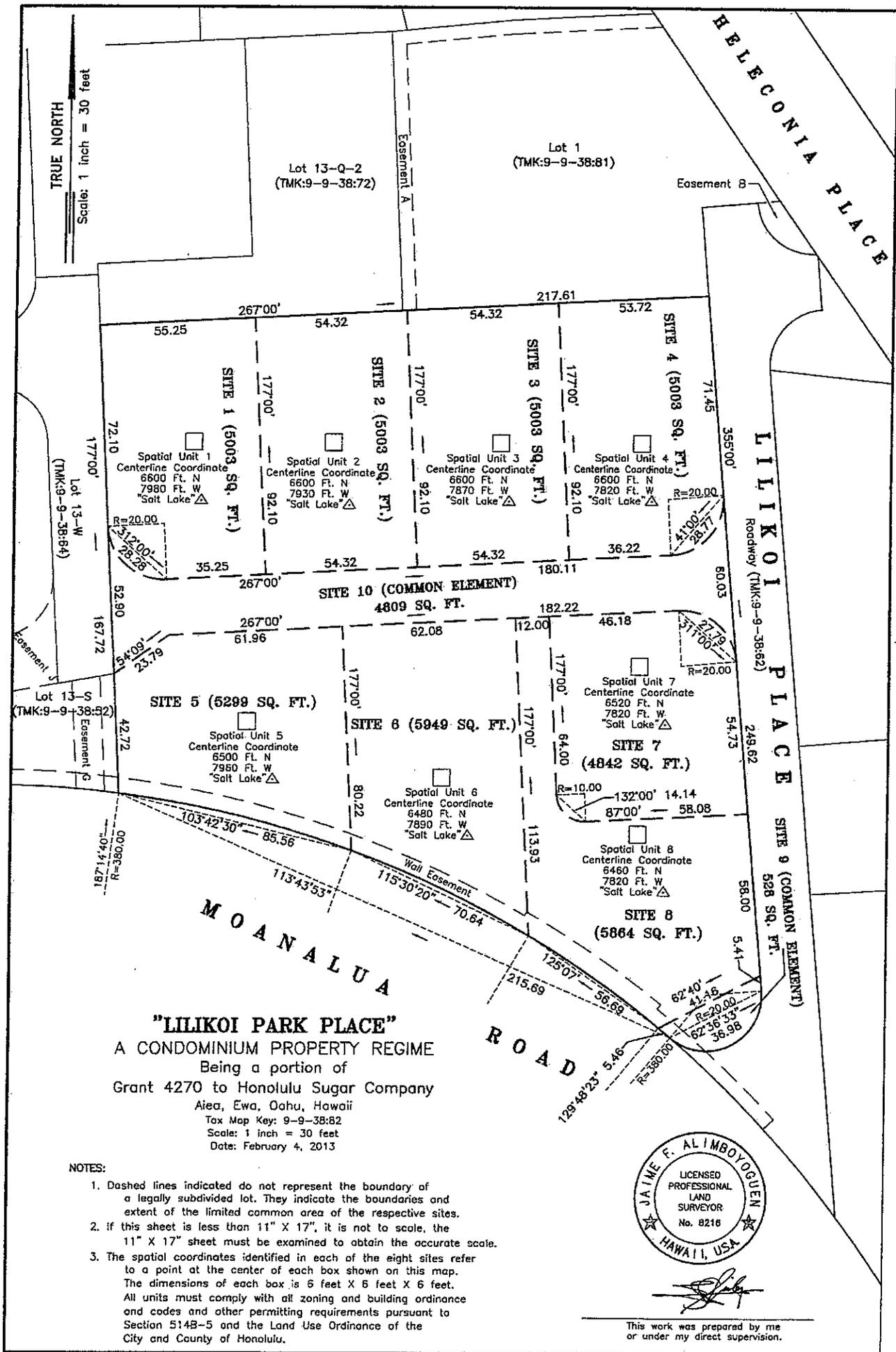


EXHIBIT "C"

1.7 Common Interest (continued from page 4)

Common Interest: Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by unit owners. The common interest for each unit in this project, as described in Declaration, is:

Described in Exhibit "C".

As follows:

Percentage of Undivided Interest. Each unit shall have appurtenant thereto an undivided percentage interest in all common elements of the project, and the same interest in all expenses of the project and for all other purposes including voting and the maintenance of the common elements, except as hereinafter otherwise provided, as follows:

Spatial Unit No.	Old Address	New Address	Undivided Interest
1	99-104 A Moanalua Road	99-182 Lilikoi Place	12.50%
2	99-104 B Moanalua Road	99-124 Lilikoi Place	12.50%
3	99-104 C Moanalua Road	99-122 Lilikoi Place	12.50%
4	99-104 D Moanalua Road	99-120 Lilikoi Place	12.50%
5	99-104 E Moanalua Road	99-118 Lilikoi Place	12.50%
6	99-104 F Moanalua Road	99-116 Lilikoi Place	12.50%
7	99-104 G Moanalua Road	99-110 Lilikoi Place	12.50%
8	99-104 H Moanalua Road	99-112 Lilikoi Place	12.50%
Total			<u>100.00%</u>

EXHIBIT "D"

1.10 Limited Common Elements (continued from page 5)

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

Described in Exhibit "D".

Described as follows:

Limited Common Elements.

Yard Space Site. Each spatial unit will have, appurtenant to it, and for its exclusive use, subject, however, to any easement of record, as a limited common element, a certain yard space, referred to as Site, surrounding the respective unit, and upon which said unit is located, described as follows:

Spatial Unit No.	Old Address	New Address	Site	Sq. Ft.
1	99-104 A Moanalua Road	99-128 Lilikoi Place	1	5,003
2	99-104 B Moanalua Road	99-124 Lilikoi Place	2	5,003
3	99-104 C Moanalua Road	99-122 Lilikoi Place	3	5,003
4	99-104 D Moanalua Road	99-120 Lilikoi Place	4	5,003
5	99-104 E Moanalua Road	99-118 Lilikoi Place	5	5,299
6	99-104 F Moanalua Road	99-116 Lilikoi Place	6	5,949
7	99-104 G Moanalua Road	99-110 Lilikoi Place	7	4,842
8	99-104 H Moanalua Road	99-112 Lilikoi Place	8	5,864

Each unit owner shall maintain, repair and keep in good order and condition, the limited common element appurtenant, or assigned, to each owner's unit.

1.12 Encumbrances Against Title (Continued from page 5)

EXHIBIT "E"

ENCUMBRANCES AGAINST TITLE

Date of Title Report November 9, 2012
Company that issued the Title Report Title Guaranty of Hawaii, Inc.

1. For Real Property Taxes that may be due and owning reference is made to the Department of Finance, City and County of Honolulu.

Item I (Lot 2) is (are) covered by Tax Key: (1) 9-9-038-046
Item II (Lot 13-T) is (are) covered by Tax Key: (1) 9-9-038:063
Item II (Lot 13-W) is (are) covered by Tax Key: (1) 9-9-038:064
Item III (Lot 13-X) is (are) covered by Tax Key: (1) 9-9-038:062

As to Item I: The Office of the Tax Assessor has indicated that the Tax Key for the Fiscal Year 2012-2013 will be (1) 9-9-038:082.

As to Item II and III:

Note: Attention is invited to the fact that the premises covered herein may be subject to possible rollback or retroactive property taxes due to possible loss of exemption status.

2. Title to all mineral and metallic mines reserved to the State of Hawaii.
3. Reserving unto the OAHU SUGAR COMPANY, LIMITED, and its successors and assigns, all rights to underground waters and the right to construct, repair and maintain such tunnels as it may deem necessary for the development of such waters, as shown in instruments:

<u>Dated</u>	<u>Liber</u>	<u>Page</u>
March 1, 1953	2682	167
December 15, 1953	2776	90
October 1, 1954	2876	491
December 15, 1953	2776	82
April 1, 1953	2693	22

EXHIBIT "E"

4. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, LIMITED, a Hawaii corporation and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED now known as HAWAIIAN TELCOM, INC., dated March 24, 1954 and recorded in Liber 2815 at Page 219 granting a perpetual right and easement for utility purposes being more particularly described in map attached thereto.
5. An Easement of sanitary sewer purposes in favor of the City and County of Honolulu, as shown in instrument dated July 24, 1958, recorded in Liber 3464 at Page 485.
6. GRANT in favor of CITY AND COUNTY OF HONOLULU dated December 4, 1990 and recorded as Document No. 90-198774 granting an easement to construct, reconstruct, maintain and repair a road retaining wall improvement or structure, through, over, under and across Parcel W-26, more particularly described therein.
7. Wall Easement along Moanalua Road as shown on subdivision map prepared by Jaime F. Alimboyoguen, dated February 6, 2012, approved by the Department of Planning and Permitting, City and County of Honolulu on April 27, 2012, as contained in Affidavit dated May 11, 2012, recorded as Document No. A-45170951.
8. AS TO ITEM II (LOT 13-W):
 - (A) GRANT to HAWAIIAN ELECTRIC COMPANY, LIMITED, a Hawaii corporation and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED now known as HAWAIIAN TELCOM, INC., dated March 24, 1954, recorded in Liber 2815 at Page 219 granting a perpetual right and easement for utility purposes being more particularly described in map attached thereto.
 - (B) LICENSE to THE CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii dated August 13, 1954 and recorded in Liber 2931 at Page 81 granting the right, in the nature of an easement, to construct, install, maintain, operate, repair and remove an underground sewer pipe line or pipe lines, with manholes and other equipment, under and across the easement area, together with the right of ingress and egress from said easement area, being more particularly described thereto.

EXHIBIT "E"

- (C) LICENSE to THE CITY AND COUNTY OF HONOLULU, dated August 13, 1954 and recorded in Liber 2931 at Page 111 granting a perpetual easement to maintain, operate, repair, remove and replace an underground water pipe line or pipe lines, etc.

9. AS TO ITEM II (LOT 13-T):

- (A) LICENSE to CITY AND COUNTY OF HONOLULU dated August 13, 1954 and recorded in Liber 2928 at Page 461 granting an easement to construct, install, maintain, operate, repair and remove an underground sewer pipe line or pipe lines, with manholes and other equipment, etc. for a period of two (2) or more years.
- (B) LICENSE to CITY AND COUNTY OF HONOLULU dated August 13, 1954 and recorded in Liber 2931 at Page 111 granting a perpetual easement to maintain, operate, repair, remove and replace an underground water pipe line or pipe lines, etc.
- (C) GRANT to CITY AND COUNTY OF HONOLULU dated December 4, 1990 and recorded as Document No. 90-198774 granting an easement to construct, reconstruct, maintain and repair a road retaining wall improvement or structure, through, over, under and across the PARCEL W-24, more particularly described therein.
- (D) GRANT OF SLOPE EASEMENT to CITY AND COUNTY OF HONOLULU dated September 16, 1993 and recorded as Document No. 93-190558 granting an easement to construct, reconstruct and use for slope purposes, more particularly described therein.

10. AS TO ITEM III (LOT 13-X):

- (A) GRANT to HAWAIIAN ELECTRIC COMPANY, LIMITED, a Hawaii corporation, and GTE HAWAIIAN TELEPHONE COMPANY, INCORPORATED, now known as Hawaiian Telcom, Inc. dated March 24, 1954 and recorded in Liber 2815 at Page 219 granting a perpetual right and easement for utility purposes, more particularly described in map attached thereto.
- (B) LICENSE to CITY AND COUNTY OF HONOLULU dated August 13, 1954 and recorded in Liber 2931 at Page 102 granting an easement to construct, install, maintain, operate, repair and remove an underground sewer pipe line or pipe lines, with manholes and other equipment, etc. for a period of two (2) or more years.

EXHIBIT "E"

- (C) LICENSE to CITY AND COUNTY OF HONOLULU, dated August 24, 1954 and recorded in Liber 2931 at Page 154 granting a perpetual easement to maintain, operate, repair, remove and replace underground water pipeline or pipe lines, etc.
- (D) LICENSE to CITY AND COUNTY OF HONOLULU dated August 13, 1954 and recorded in Liber 2946 at Page 202 granting the right in the nature of a perpetual easement to maintain, operate, repair, remove and replace an underground water pipe line or pipe lines under and across the easement area being more particularly described thereto.
- (E) GRANT to CITY AND COUNTY OF HONOLULU dated December 4, 1990 and recorded as Document No. 90-198774 granting an easement to construct, reconstruct, maintain and repair a road retaining wall improvement or structure, through, over, under and across PARCEL W-27, more particularly described therein.

11. AS TO ITEMS II AND III:

Rights of others who own undivided interest(s) in the land described in Schedule C.

- 12. The terms and provisions contained in the DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "LILIKOI PARK PLACE" CONDOMINIUM PROJECT dated October 12, 2012 and recorded as Document No. A-46711149A thru A-46711149B. Said Declaration was amended by instrument dated November 19, 2012, recorded as Document No. A-46061117.
- 13. Map 5126 and any amendments thereto.
- 14. The terms and provisions contained in the BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS OF "LILIKOI PARK PLACE" dated October 12, 2012 and recorded as Document No. A-46711150.
- 15. The Developer's Public Report for the "LILIKOI PARK PLACE" condominium project is not filed in the Real Estate Commission of the Department of Commerce and Consumer Affairs.

TMK No. (1) 9-9-038:082
Property: 99-104 Moanalua Road
Aiea, Hawaii 96701

END OF EXHIBIT "E"

EXHIBIT " F "

(Section 4.2, Continued from page 12)
**ESTIMATE OF INITIAL MAINTENANCE FEES
AND**

ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment

Monthly Fee x 12 months = Yearly Total

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 Fee x 12 months = Yearly Total

Utilities and Services

Air Conditioning

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

I, CHARLOTTE GRAHAM, as the Developer for the "LILIKOI PARK PLACE" 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. Assessments will be on accrual basis.


Signature

11/29/12
Date

EXHIBIT " F "



PROJECT NUMBER: 0

MONTHLY BUDGET ANALYSIS FOR: LILIKOI PARK PLACE

Approved budget to be effective on: January 1, 2013

Prepared By: S. Tokairin Board Approved Date: _____

	2011 Budget	Actual Monthly Average	Proposed 2012 Budget	Approved 2012 Budget
REVENUE:	CHANGE-Fees, Dues, & Receipts = 0.0% 0.0% 0.0%			
40100 FEES, DUES & RECEIPTS	0	0	832	0
40100 ASSESSMENTS	0	0	0	0
40100&40200 TAXABLE INCOME	0	0	0	0
TOTAL REVENUES	-	-	832	-
EXPENSES:	OPERATING EXPENSES:			
70100 WAGES AND SALARIES	0	0	0	0
70200 EMPLOYEE BENEFITS	0	0	0	0
70300 ADMINISTRATIVE COSTS	0	0	50	0
70320 PETTY CASH REIMBURSEMENTS	0	0	0	0
70350 BAD DEBT EXPENSE	0	0	0	0
70500 CONTRACT LABOR	0	0	0	0
70700 MANAGEMENT SERVICES	0	0	0	0
70800 PROPERTY MANAGEMENT	0	0	450	0
70900 LEGAL	0	0	0	0
71000 COVENANTS ADMINISTRATION	0	0	50	0
71100 OTHER PROFESSIONAL	0	0	0	0
71200 ELECTRICITY	0	0	0	0
71300 WATER	0	0	0	0
71350 SEWER	0	0	0	0
71400 TELEPHONE	0	0	0	0
71500 GAS	0	0	0	0
71600 TELEVISION	0	0	0	0
71700 EXTERMINATING	0	0	0	0
71800 RUBBISH REMOVAL	0	0	0	0
71900 SECURITY	0	0	0	0
72000 CUSTODIAL	0	0	0	0
72100 MAINTENANCE	0	0	40	0
72120 SUPPLIES	0	0	0	0
72150 ELEVATOR	0	0	0	0
72200 AMENITIES	0	0	0	0
72300 VEHICLE COSTS	0	0	0	0
72500 TAXES	0	0	3	0
72600 FIXED EXPENSE	0	0	0	0
72700 INSURANCE	0	0	210	0
TOTAL OPERATING EXPENSES:	-	-	803	-
	NON-OPERATING EXPENSES:			
73000 RESERVE REPLACEMENT EXPENSE	0	0	25	0
77000 LEASE RENT PASS-THROUGH	0	0	0	0
78000 DEPRECIATION EXPENSE	0	0	0	0
TOTAL NON-OPERATING EXPENSES:	-	-	25	-
TOTAL EXPENSES	-	-	828	-
NET INCOME	-	-	4	-
	OPERATING RESERVE FUND TRANSFERS:			
11500 TRANSFER TO OPERATING RESERVES	-	-	-	-
	REPLACEMENT RESERVE FUND TRANSFERS:			
37290-499 TRANSFER CLEARING-FROM RESERVES	0	0	0	0
37290-799 TRANSFER CLEARING-TO RESERVES	0	0	0	0
NET RESERVE TRANSFERS	-	-	-	-
NET INCOME & NET RESERVE TRANSFERS	0	0	4	0

NOTE: The budgeted revenues and expenses are based on accrual-basis accounting.



PROJECT NUMBER: 0

MAINTENANCE FEE ANALYSIS FOR:

LILIKOI PARK PLACE

Approved budget to be effective on: January 1, 2013

Prepared By: S. Tokairin

Board Approved Date: _____

Unit Type	PerCent Common Interest Of Units	Prior Year Maint Fees	Maint Fee Per Unit	Total Maint Fee (Unit Type)	Other Fees Per Unit	Special Assess Per Unit	Total Spc Assess (Unit Type)	Total Amount Per Unit
	12.500000	8	-	104.00	832.00	-	-	104.00
TOTALS	100.0000%	8.00		104.00	832.00	-	-	

EXHIBIT "G"

SUMMARY OF PURCHASE CONTRACT

Hawaii Association of Realtors Standard Form (Rev 4/07)

Section 5.1 Sales Documents Filed with the Real Estate Commission (Continued from page 13)

The Purchase Contract contains the price and other terms and conditions under which a purchaser will agree to buy a "Spatial Unit" in the Project.

- (a) The total purchase price, method of payment and additional sums, which must be paid in connection with the purchase of a "Spatial Unit" (D-2).
- (b) That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price (F-2, F-3).
- (c) That the transaction shall be processed by an escrow company, licensed to do business in Hawaii (F-4).
- (d) Risk of loss passes to Buyer upon closing or possession, whichever occurs sooner (F-10).
- (e) Requirements relating to the purchaser's financing of the purchase of an apartment (H-4).
- (f) Seller obligation to disclose any fact defects or condition affecting value (I-1, I-2 & I-3).
- (g) That the Developer shall provide to Buyer all existing warranty documents covering the improvements, appliances, etc., but makes no warranties regarding the apartment, the Project or anything installed or contained in the apartment of the Project (Q-2).
- (h) That the purchase is subject to the Buyer's review and approval of condominium documents (M-1, M-2).
- (i) That the Developer makes no representations concerning rental of an apartment, income or profit from an apartment, or any other economic benefit to be derived from the purchase of an apartment (R-2).

The Purchase Contract contains various other important provisions relating to the purchase of an apartment in the Project including cancellation and termination rights. Purchasers and prospective purchasers should carefully read the specimen Purchase Contract on file with the Real Estate Commission.

Purchaser's Right to Rescind a Binding Sales Contract:

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 action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

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

A rescission right shall not apply in the event of any additions, deletions, modification 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.

END OF EXHIBIT "G"

EXHIBIT "H"

SUMMARY OF THE PROVISIONS OF THE ESCROW AGREEMENT

5.1 Sales Documents Filed with the Real Estate Commission (Continued from page 13)

Among other provisions of the Escrow Agreement, the Agreement provides that:

Disbursement from the escrow fund may be made to pay for construction costs upon certification and approval for payment by an architect or engineer, and approved by Seller's lender. However, the agreement further provides that no disbursement of Purchaser's funds shall be made until (a) Escrow is notified by Seller that Real Estate Commission has issued an effective date for a Developer's Public Report, superseding all prior reports, on the project and that each purchaser has been given a copy of said Developer's Public Report; (b) Purchaser executes the form of Receipt for Public Report and Notice of Right to Cancel and waives his right to cancel; and (c) the completion of construction of the project and the forty-six day lien period has expired or Seller has posted a Surety Bond or submits title insurance with lien waivers.

Further, Purchaser shall be entitled to a refund of Purchaser's funds, and Escrow shall pay the funds to Purchaser, without interest and less Escrow's cancellation fee upon receipt by Escrow of a written request from Seller to return to Purchaser the funds of such Purchaser then held hereunder by Escrow.

Subject to such deduction as may be provided in the Sales Contract, and an escrow cancellation fee, the Purchaser shall be entitled to a return of his funds, and Escrow shall pay such funds to the Purchaser, without interest, upon Purchaser's written request, and, if any, one of the following events has occurred:

(a) Seller has instructed Escrow in writing to return to the Purchaser the funds of the Purchaser then being held hereunder by Escrow; or

(b) Seller has notified Escrow in writing of the Seller's exercise of the option to rescind the Sales Contract pursuant to any right of rescission stated herein or otherwise available to the seller; or

(c) With respect to a Purchaser whose funds were obtained prior to the issuance of the Developer's Public Report, the Purchaser has exercised his right to cancel the contract pursuant to Section 514B-86, Hawaii Revised Statutes, as amended; and, upon any such cancellation, Purchaser shall be entitled to a prompt refund of all monies paid, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00; or

EXHIBIT "H"

(d) A Purchaser has exercised his right to rescind the contract pursuant to Section 514B-87, Hawaii Revised Statutes, as amended; or

(e) If, in accordance with Part V, Chapter 514B, Hawaii Revised Statutes:

i) no sales contract is offered to purchaser who was place on the Developer's reservation list of owner-occupants, or upon a request from a person who is on the final reservation list but who has elected not to execute a sales contract; or

ii) the Purchaser has been unable to obtain adequate financing, or a commitment for adequate financing, for his unit within fifty (50) calendar days following the end of the ten (10) calendar-day period during which the Developer is limited to selling to owner-occupants.

Upon the return of said funds to the purchaser as aforesaid, Escrow shall return to Seller such Purchaser's Sales Contract and any conveyancing documents theretofore delivered to Escrow pursuant to such Sales Contract. Other documents delivered to Escrow relating to the sale of the units identified in such Sales Contracts will be returned to the person from whom or entity from which they were received.

(f) In the event of default of the Purchaser, Purchaser's initial deposits shall be retained by Seller, as liquidated damages.

END OF EXHIBIT "H"

“EXHIBIT I”

**SUMMARY OF THE PROVISIONS OF
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF LILIKOI GARDENS**

5.7 Rights Under the Sales Contract (Continued from page 16)

Item No. 8 d) Declaration of Covenants, Conditions & Restrictions of LILIKOI GARDENS (the “Project”) dated October 15, 2012 and recorded as Document No. A-47210878

The following summary of provisions are as follows:

ARTICLE I

RESTRICTIONS ON USE:

Owners and/or Occupants of each unit within the Project shall observe, adhere, and comply to this Agreement; the rules, regulations, ordinances, guidelines of all levels of governmental agencies; as follows:

- a) The Project is intended for private, single-family detached residence and appurtenant structural amenities.
- b) Temporary structures are allowed on, or within a unit, for the storage of materials and equipment; but, no such temporary structures shall be used for living quarters, during the construction of improvements. All such temporary structures shall be dismantled and removed from the unit upon completion of the principal residential structure and appurtenant amenities.
- c) The Project shall not be used as a convenience for “junk-yard” and/or “dumping ground” to house, or store, any inoperable vehicles, or debris of any kind that is harmful and hazardous to the surrounding area and/or to neighboring environment.
- e) No Owner or Occupant of the Project is permitted to use, generate, manufacture, store, release (noxious or offensive odors), dispose of, or transport in, on, under or across any unit or other portions of the Project, including any roadways within the Project, or engage in burning rubbish of any kind.
- f) Please refer to House Rules Paragraph No. 9 “Pets” as to enforcement of Pets.
- g) Ground drilling and mining of any kind for mineral deposits, water, geothermal or petroleum resources, etc., including no stockpiling of any materials are restricted.
- h) Failure to observe, or in non-compliance of this Agreement and/or in violation of the rules, regulations, ordinances, and guidelines are grounds for cleaning charges assessed to the Owner and/or Occupant.

EXHIBIT “I”

ARTICLE II

PROVISIONS GENERALLY APPLICABLE TO THE IMPROVEMENT OF LOTS

- a) No Owner may apply for variance regarding setback, height, maximum building area and off-street parking requirements.
- b) Pitch and gravel roofs, corrugated metal or the like, tile roofs are not permitted. All roofs shall be constructed of such non-reflective roofing materials and/or muted colors. The minimum slope ratio for all roofs shall be 4:12 for eaves and roofs.
- c) All walls, fences and incidental garden structures shall be designed and viewed esthetically attractive from all sides; chain link fences are prohibited.
- d) Any fuel storage tank must be buried below ground or screened from view.
- e) All receptacles for rubbish or trash shall be screened from view except on the day of trash removal.
- f) All Owners shall oversee and take responsible precautions to ensure that construction and installation materials and activities be kept to a minimum and that the contractors, agents, and workers are in compliance to the governmental agencies, state, county, city, and provisions to this Agreement.
- g) Each Owner of a unit shall be responsible for insuring and maintaining markers of any kind, including stakes and/or pins, which are used as reference points for delineating the boundaries of the unit, that it shall not be disturbed or altered in any way, during the construction and installation of any improvement including landscaping.

ARTICLE III

MAINTENANCE OF APPEARANCE

- a) Each unit and all improvements thereon shall be maintained and kept in excellent condition.
- b) No outdoor telecommunications of any kind, antennas or towers, shall be erected and protrude above any unit's roof line.
- c) No exterior clothes line, laundry trays or apparatus, no exterior surface/ledge/wall shall be used for draping of clothing and materials of any kind are permitted.
- d) Garage interior shall be screened from direct view from the street, if not possible, a garage or carport shall be organized and maintained neatly and kept clean.
- e) All exterior lighting shall be dimmed, screened, shaded or diffracted to prevent glaring onto the neighboring unit or the street.
- f) Any tree that has a growth characteristics which exceeds 4" caliper and 10' in height are not permitted; Owners are to maintain, care for, and to keep the area free of all debris. Trees specifically restricted on any units are Chinese Banyan, Loquat, Paperbark, Lichee, Monkey Pod,

EXHIBIT "I"

Mango, Bamboo, Avocado, Shower, Iron Wood, Kiawe, Norfolk Pines, Panix hedges, free seeding plants such as pampas grass or castor bean and/or any plants that are deemed horticultural invasive species by the State of Hawaii, Department of Agriculture.

ARTICLE IV
ENFORCEMENT

Each Owner will indemnify and hold Declarant harmless from and against loss or damage and all claims and demands by any party, for loss or damage, including personal injury and wrongful death, arising out of, or in the conduct or operation of any construction and installation, or landscaping improvements, on or within the unit, or any nuisance made or suffered thereon, or failure to keep a safe environment and from any other liability, upon such Owner's unit. The foregoing covenant and agreement to hold harmless and indemnify shall include liability for costs and expenses of suit and attorney's fees incurred by the Declarant in defense against such claim or demand.

Each Unit Owner shall observe and oversee the responsibility that any structure built must be in compliance with the zoning code and the Land Use Ordinance of the City and County of Honolulu. In the event that an Owner and/or Occupant of any unit violates provisions of any of the governmental agencies' requirements, the Developer or Owners of any other unit in the Project, and/or City and County of Honolulu Department of Permitting and Planning may bring an appropriate civil action to enforce specific compliance with the governmental agencies and/or to recover damages for such violation including reasonable attorney's fees incurred by the initiating party.

ARTICLE V
GENERAL PROVISIONS

- a) All deed, mortgage, lease or other instruments of conveyances shall be made or delivered subject to the provisions of this Declaration.
- b) Whenever the term "Declarant" is used herein, shall mean Lilikoi Gardens, LLC and any successor in interest in Lilikoi Gardens, LLC, as the developer of the Project. All rights and easement reserved and provided to, and for, the benefit of the "Declarant" of this Declaration, shall be reserved and provided to, and for, the benefit of any successor in interest of Lilikoi Gardens, LLC, as the developer of this Project.

END OF EXHIBIT "I"