DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	KULIOUOU ESTATES
Project Address	510 Kuliouou Road Honolulu, Hawaii 96821
Registration Number	7572
Effective Date of Report	October 24, 2014
Developer(s)	Shawn Olaf Kelly and Marla Lydia Kelly

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.]

SPECIAL NOTICE:

1. This Public Report does NOT constitute an approval of the project by the Real Estate Commission.

2. This Project does NOT involve the sale of individual subdivided lots. The land area beneath and immediately adjacent to each unit as shown on the Condominium Map is designated as a limited common element for that unit and does not represent a legally subdivided lot. The dotted lines on the Condominium Map merely represent the location of the limited common element assigned to each unit.

3. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

4. Building and other Improvements. WARNING. Although the Units are newly constructed, there are no warranties whatsoever from the Developer or the contractor for the Project covering the Units and the common elements. The Units are being sold in its "as is" condition. Accordingly, PURCHASERS OF A UNIT SHOULD BE AWARE THAT THERE ARE NO WARRANTIES REGARDING THE UNIT BY THE DEVELOPER OR THE CONTRACTOR, INCLUDING WITHOUT LIMITATION WARRANTIES OF WORKMANSHIP OR MATERIALS OR WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS MEANS THAT IF PURCHASERS DISCOVER ANY DEFECTS, INCLUDING LATENT OR HIDDEN DEFECTS, WITH THE UNIT OR WITH THE LAND OR OTHER COMMON ELEMENTS OF THE PROJECT INCLUDING LIMITED COMMON ELEMENTS, THEY WILL HAVE NO WARRANTY CLAIM AGAINST THE DEVELOPER OR THE CONTRACTOR, AND PURCHASERS MUST THEREFORE BEAR THE ENTIRE COST OF REMEDYING THOSE DEFECTS. By purchasing a Unit in the Project, Purchasers are agreeing that (i) they are assuming all risks as to the condition of the Project, including the land, and all improvements thereon; and (ii) Developer will not be obligated to correct any defects in the Project (including the land) or any improvements built on or installed or contained therein if such defects are later discovered. PURCHASERS SHOULD CAREFULLY CONSIDER THIS IN DECIDING WHETHER TO PROCEED WITH A PURCHASE, AND ARE STRONGLY ENCOURAGED TO HAVE THEIR OWN PROFESSIONAL INSPECTION OF THEIR UNIT BEFORE BUYING.

5. Appliances: The Developer will pass on the manufacturer's warranties made to them, if any, and if such warranties can be transferred, on any appliances included as part of the Unit being purchased.

6. THIS REPORT AND OTHER PROJECT INSTRUMENTS AND DOCUMENTS WERE PREPARED BY THE DEVELOPER AND/OR ITS AGENT AND NOT AN ATTORNEY.

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

TABLE OF CONTENTS

Page

Preparation of this Report 1

General Information On Condominiums 2

Operation of the Condominium Project 2

1. THE CONDOMINIUM PROJECT 3

1.1 The Underlying Land 3
1.2 Buildings and Other Improvements 3
1.3 Unit Types and Sizes of Units 3
1.4 Parking Stalls 4
1.5 Boundaries of the Units 4
1.6 Permitted Alterations to the Units 4
1.7 Common Interest 4
1.8 Recreational and Other Common Facilities 4
1.9 Common Elements 5
1.10 Limited Common Elements 5
1.11 Special Use Restrictions 5
1.12 Encumbrances Against Title 5
1.13 Uses Permitted by Zoning and Zoning Compliance Matters 6
1.14 Other Zoning Compliance Matters 6
1.15 Conversions 7
1.16 Project In Agricultural District 8
1.17 Project with Assisted Living Facility 8

2. PERSONS CONNECTED WITH THE PROJECT 9

2.1 Developer 9
2.2 Real Estate Broker 9
2.3 Escrow Depository 9
2.4 General Contractor 9
2.5 Condominium Managing Agent 9
2.6 Attorney for Developer 9

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS 10

3.1 Declaration of Condominium Property Regime 10
3.2 Bylaws of the Association of Unit Owners 10
3.3 Condominium Map 10
3.4 House Rules 11
3.5 Changes to the Condominium Documents 11
3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents 11

4. CONDOMINIUM MANAGEMENT 12

4.1 Management of the Common Elements 12
4.2 Estimate of the Initial Maintenance Fees 12
4.3 Utility Charges to be Included in the Maintenance Fee 12
4.4 Utilities to be Separately Billed to Unit Owner 12

5. SALES DOCUMENTS 13

5.1 Sales Documents Filed with the Real Estate Commission 13
5.2 Sales to Owner-Occupants 13
5.3 Blanket Liens 13
5.4 Construction Warranties 13
5.5 Status of Construction, Date of Completion or Estimated Date of Completion 14

TABLE OF CONTENTS

Page

5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance 14
5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance 14
5.6.2 Purchaser Deposits Will Be Disbursed Before Closing 15
5.7 Rights Under the Sales Contract 17
5.8 Purchaser's Right to Cancel or Rescind a Sales Contract 17
5.8.1 Purchaser's 30-Day Right to Cancel a Sales Contract 17
5.8.2 Right to Cancel a Sales Contract if Completion Deadline Missed 18
5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change 18

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT 19

EXHIBIT A: Description of Unit Types and Sizes of Units; Construction Materials
EXHIBIT B: Boundaries of the Units
EXHIBIT C: Common Elements
EXHIBIT D: Limited Common Elements
EXHIBIT E: Encumbrances Against Title
EXHIBIT F: Statement on Project, Operating Budget and Maintenance Fees
EXHIBIT G: Summary of the Material Provisions of the Escrow Agreement
EXHIBIT H: Permitted Alterations to Units
EXHIBIT I: Summary of Sales Contract
EXHIBIT J: Declarant's Repurchase Option
EXHIBIT K: Declarant's Right to Erect Walls or Fences
EXHIBIT L: Grants of Easements for Access and Utility Purposes
EXHIBIT M: Declaration of Covenant dated May 11, 2012, and amendment thereto

General Information On Condominiums

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. In addition, certain requirements and approvals of the county in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

If you are a typical condominium unit owner, you will have two kinds of ownership: (1) ownership in your individual unit; and (2) a percentage interest in the common elements.

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

Operation of the Condominium Project

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first that the Developer will effectively control the affairs of the Association. It is frequently necessary for the Developer to do so during the early stages of development and the Developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	☒Fee Simple ☐Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	☒Yes ☐No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	510 Kuliouou Road Honolulu, Hawaii 96821
Address of Project is expected to change because	
Tax Map Key (TMK)	(1) 3-8-010-004
Tax Map Key is expected to change because	Addition of CPR numbers
Land Area	43,572 Sq. Ft.
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

1.2 Buildings and Other Improvements

Number of Buildings	5
Floors Per Building	2
Number of New Building(s)	5
Number of Converted Building(s)	
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	See Exhibit "A"

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
A	1	5/3	1,937 s.f.	524	Garage	2,461 s.f.
B	1	5/3	1,927 s.f.	506, 149	Garage/lanai	2,582 s.f.
C	1	5/3	1,942 s.f.	486, 28	Garage/lanai	2,456 s.f.
D	1	5/3	1,962 s.f.	568	Garage	2,530 s.f.
E	1	5/3	1,942 s.f.	486, 28	Garage/lanai	2,456 s.f.
See Exhibit "A"						

5	**Total Number of Units**

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

1.4 Parking Stalls

Total Parking Stall in the Project:	10
Number of Guest Stalls in the Project:	0
Number of Parking Stalls Assigned to Each Unit:	2
Attach Exhibit _____ specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights.	

1.5 Boundaries of the Units

Boundaries of the unit:

See 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 "H"

1.7 Common Interest

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

Described in Exhibit _____.

As follows:

Unit A:	20%	Unit C:	20%
Unit B:	20%	Unit D:	20%
		Unit E:	20%

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

☐	Swimming pool
☐	Laundry Area
☐	Storage Area
☐	Tennis Court
☐	Recreation Area
☐	Trash Chute/Enclosure(s)
☐	Exercise Room
☐	Security Gate
☐	Playground
☐	Other (describe):

1.9 Common Elements

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

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

1.10 Limited Common Elements

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

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.	
☐	Pets:
☐	Number of Occupants:
☐	Other:
☒	There are no special use restrictions.

1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).
Exhibit "E" describes the encumbrances against title contained in the title report decribed below.
Date of the title report: September 15, 2014
Company that issued the title report: Fidelity National Title & Escrow of Hawaii

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
☒	Residential	5	☒ Yes ☐ No	R-5
☐	Commercial		☐ Yes ☐ No	
☐	Mix Residential/Commercial		☐ Yes ☐ No	
☐	Hotel		☐ Yes ☐ No	
☐	Timeshare		☐ Yes ☐ No	
☐	Ohana		☐ Yes ☐ No	
☐	Industrial		☐ Yes ☐ No	
☐	Agricultural		☐ Yes ☐ No	
☐	Recreational		☐ Yes ☐ No	
☐	Other (Specify):		☐ Yes ☒ No	
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			☒ Yes ☐ No	
Variances to zoning code have been granted.			☐ Yes ☒ No	
Describe any variances that have been granted to zoning code				

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots

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

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

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

	Conforming	Non-Conforming	Illegal
Uses	☒	☐	☐
Structures	☒	☐	☐
Lot	☒	☐	☐

If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:

1.15 Conversions

Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.	☐ **Applicable** ☒ **Not Applicable**
Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:	
Developer's statement of the expected useful life of each item reported above:	
List of any outstanding notices of uncured violations of any building code or other county regulations:	
Estimated cost of curing any violations described above:	

Verified Statement from a County Official

Regarding any converted structures in the project, attached as Exhibit ___ 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:

1.16 Project In Agricultural District

Is the project in an agricultural district as designated by the land use laws of the State of Hawaii? **If answer is "Yes", provide information below.**	☐ Yes ☒ No
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? ☐ Yes ☐ No 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

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

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: Shawn Olaf Kelly and Marla Lydia Kelly Business Address: 1188 Bishop Street, #PH2 Honolulu, Hawaii 96813 Business Phone Number : (808) 440-0935 E-mail Address:
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).	
2.2 Real Estate Broker	Name: Paradise Island Realty, LLC Business Address: 3103 Pualei Circle, #302 Honolulu, HI 96815 Business Phone Number: (808) 896-4557 E-mail Address:
2.3 Escrow Depository	Name: Guardian Escrow Services, Inc., dba Premier Escrow Business Address: 614 Kapahulu Ave., Ste. 101 Honolulu, Hawaii 96815 Business Phone Number: (808) 687-6666
2.4 General Contractor	Name: Randy A. Tausinga Business Address: 55-246 Kamehameha Highway Laie, Hawaii 96762 Business Phone Number: (808) 393-3427
2.5 Condominium Managing Agent	Name: Self-managed by the Association Business Address: Business Phone Number:
2.6 Attorney for Developer	Name: This report was prepared by the Developer pro se and Business Address: May Hung, her agent 94-665 Kauluikua Place, Mililani, HI 96789 Business Phone Number: (808) 623-5336

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

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

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	June 17, 2010	3974740

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	September 13, 2014	T-9023473
Land Court	October 14, 2014	T-9058196

3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	Recorded June 29, 2010	3974741

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	September 13, 2014	T-9023473
Land Court	October 14, 2014	T-9058196

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	2058
Bureau of Conveyances Map Number	

Dates of Recordation of Amendments to the Condominium Map:
September 15, 2014

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "House Rules") to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.

The House Rules for this project:		
Are Proposed	☐	
Have Been Adopted and Date of Adoption	☐	
Developer does not plan to adopt House Rules	☒	

3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	100%
Bylaws	67%	100%

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

☒	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
☐	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

Management of the Common Elements: The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

The initial Condominium Managing Agent for this project is (check one):	
☐	Not affiliated with the Developer
☒	None (self-managed by the Association)
☐	The Developer or an affiliate of the Developer
☐	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.
Exhibit "F" contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
☐	Electricity for the common elements
☐	Gas for the common elements
☐	Water
☐	Sewer
☐	TV Cable
☐	Other (specify)

4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
☒	Electricity for the Unit only
☒	Gas for the Unit only
☒	Water
☒	Sewer
☒	TV Cable
☐	Other (specify)

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

☒	Specimen Sales Contract Exhibit "I" contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
☒	Escrow Agreement dated: September 11, 2014 Name of Escrow Company: Real Estate Title Services, LLC Exhibit "G" contains a summary of the pertinent provisions of the escrow agreement.
☐	Other:

5.2 Sales to Owner-Occupants

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

☒	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
☐	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____ .
☒	Developer has or will designate the units for sale to Owner-Occupants by publication.

5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

☐	There are no blanket liens affecting title to the individual units.
☒	There are blanket liens that may affect title to the individual units.

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage	If Developer defaults under her Mortgage then the Buyer's may be
	canceled. Upon cancellation all of the Buyer's deposits will be
	refunded less any escrow cancellation fees.

5.4 Construction Warranties

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

Building and Other Improvements:

The Developer does not make any warranties on the Units. The Units are being sold in "as is" condition (see Page 1a for further details).

Appliances:

The Developer will pass on the manufacturer's warranties made to them, if any, and if such warranties can be transferred, on any appliances included as part of the Unit being purchased.

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

Status of Construction: The Units will be completed in December, 2015.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract: June, 2016.
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:

5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance

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

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

☒	The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project. *If this box is checked, Section 5.6.2. which follows below, will not be applicable to the project.*

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):	
☐	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or
☐	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

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

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

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

5.7 Rights Under the Sales Contract

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

1.	**Developer's Public Report**
2.	**Declaration of Condominium Property Regime (and any amendments)**
3.	**Bylaws of the Association of Unit Owners (and any amendments)**
4.	**Condominium Map (and any amendments)**
5.	House Rules, if any
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: Declaration of Covenant filed as Document No. T-8171316; and Amended and Restated Declaration of Covenant filed as Document No. T-8375330, attached hereto as Exhibit "M".

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

Website to access official copy of laws: www.capitol.hawaii.gov
Website to access rules: www.hawaii.gov/dcca/har

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

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

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

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

(1) The purchaser has signed the sales contract.

(2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.

(3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.

(4) The purchaser does at least one of the following:

(a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

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

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

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

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

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

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

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

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

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

(1) Checking the waiver box on the rescission form; or

(2) Letting the 30-day rescission period expire, without taking any action to rescind; or

(3) Closing the purchase of the unit before the 30-day rescission period expires.

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

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

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

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

1. Declarant's Repurchase Option. See Exhibit "J" for details.

2. Declarant's Right to Erect Walls or Fences. See Exhibit "K" for details.

3. Easements for Access and Utility Purposes. See Exhibit "L" for details.

4. Declaration of Covenant recorded as Document No. T-8171316, as amended, is attached hereto as Exhibit "M", and said Declaration relates to a report entitled "Slope Hazards Investigation" that was prepared by Applied Geosciences, LLC on March 19, 2012.

5. Pursuant to Section 2.1 of the Bylaws, Declarant shall be entitled to vote and act on all matters involving appointment and removal of the officers and members of the Board until such time as the earlier of (i) two years after Declarant has ceased to offer units for sale in the ordinary course of business; or (ii) sixty (60) days after conveyance of seventy five percent of the common interests appurtenant to units that may be created to unit owners other than the Declarant (or its affiliate). Thereafter, the Declarant, as the owner of any unsold Units, shall be entitled to vote the interest of each such Unit.

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.

Shawn Olaf Kelly and Marla Lydia Kelly

Printed Name of Developer

By: _____ October 14, 2014
Duly Authorized Signatory* Date

Shawn Olaf Kelly

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.

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.

Shawn Olaf Kelly and Marla Lydia Kelly

Printed Name of Developer

By: Marla Lydia Kelly October 14, 2014

Duly Authorized Signatory* Date

Marla Lydia Kelly

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

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

EXHIBIT "A"

Description of Unit Types and Sizes of Units

Unit A. On the first floor of Unit A are located a family room, wet bar, storage area, two (2) bedrooms, and one (1) bath. On the second floor of Unit A are located living area, dining area, kitchen, laundry area, three (3) bedrooms and two (2) baths. The total net living area of Unit A is approximately 1,937 square feet. Unit A also includes a two-car garage, the area of which is approximately 524 square feet.

Unit B. On the ground floor of Unit B are located a family room, wet bar, two (2) bedrooms and one (1) bath. On the second floor of Unit B are located a living area, dining area, kitchen, laundry area, three (3) bedrooms and two (2) baths. The total net living area of Unit B is approximately 1,927 square feet. Unit B also includes a two-car garage, the area of which is approximately 506 square feet, and a lanai of approximately 149 square feet.

Unit C. On the ground floor of Unit C are located a family room, wet bar, two (2) bedrooms and one (1) bath. On the second floor of Unit C are located a family room, dining area, kitchen, laundry area, three (3) bedrooms and two (2) baths. The total net living area of Unit C is approximately 1,942 square feet. Unit C also includes a two-car garage, the area of which is approximately 486 square feet, and a lanai of approximately 28 square feet.

Unit D. On the ground floor of Unit D are located a family room, wet bar, storage area, two (2) bedrooms and one (1) bath. On the second floor of Unit D are located a living area, dining area, kitchen, laundry area, three (3) bedrooms and two (2) baths. The total net living area of Unit D is approximately 1,962 square feet. Unit D also includes a two-car garage, the area of which is approximately 568 square feet.

Unit E. On the ground floor of Unit E are located a family room, wet bar, two (2) bedrooms and one (1) bath. On the second floor of Unit E are located a family room, dining area, kitchen, laundry area, three (3) bedrooms and two (2) baths. The total net living area of Unit E is approximately 1,942 square feet. Unit E also includes a two-car garage, the area of which is approximately 486 square feet, and a lanai of approximately 28 square feet.

Construction Materials

The Units are constructed principally of wood and allied materials and are built on posts and piers and on concrete footings, and their roofs are covered with asphalt shingles.

EXHIBIT "B"

Boundaries of the Units

Paragraph 3.10 of the Declaration states:

3.10 Designation and Boundaries of Units.

(a) One (1) freehold estate is hereby designated in each of the five (5) Units within the Project.

(b) Each Unit consists of (i) all footings, floors, foundations, perimeter walls and roofs of the building and all other improvements from time to time located upon the Dwelling Area appurtenant to the Unit; (ii) all of the space, fixtures, walls and other improvements located within such footings, floors, foundations, perimeter walls and roofs; (iii) all exterior surfaces and finishes of such footings, floors, foundations, perimeter walls and roofs; (iv) all decks, lanais, porches, steps, stairs or other improvements physically attached to any such building which is for the exclusive use of such Unit; and (v) all portions of any carport or garage attached to any building or any parking stall located on the Dwelling Area appurtenant to the Unit and which is for the exclusive use of the Owner of such Unit. Notwithstanding the foregoing, a Unit shall not be deemed to include any pipes, wires, ducts, conduits, or other utility or service lines running through a Unit which are utilized by or which serve any other Unit.

(c) The foregoing, as initially established or as hereafter changed pursuant to Paragraph 19.1 of this Declaration, is referred to herein as a "Unit."

(d) Should the descriptions and divisions set forth in this Declaration conflict with the depictions and divisions shown on the Condominium Map, the Condominium Map shall control. The Condominium Map, however, is intended to show only the layout, location, Unit numbers and dimensions of the Units and elevations of the buildings and is not intended and shall not be deemed to contain or make any other representation or warranty.

The approximate net living floor areas set forth in this Declaration or on the Condominium Map are based on measurements taken from the interior surface of all perimeter walls.

EXHIBIT "C"

Common Elements

Paragraph 4 of the Declaration designates certain portions of the Project as "common elements", including specifically but not limited to:

COMMON ELEMENTS.

One freehold estate is hereby also designated in all the portions of the Project other than the Units. Such are referred to herein as "common elements". The common elements include, but are not limited to:

(a) The Land in fee simple;

(b) Any pipes, wires, ducts, conduits or other utility or service lines, drainage ditches or appurtenant drainage structures and retaining walls (if any), which are located outside the Units and which are utilized for or serve more than one Unit; and

(c) Any fences and walls that are or shall be located on the boundaries separating the Dwelling Areas appurtenant to each of the Units.

EXHIBIT "D"

Limited Common Elements

Paragraph 5 of the Declaration designates:

LIMITED COMMON ELEMENTS.

Certain parts of the common elements, referred to as the "limited common elements", are designated and set aside for the exclusive use of certain of the Units, and each Unit has appurtenant thereto exclusive easements for the use of all such limited common elements set aside and reserved for such Unit's exclusive use.

Unless otherwise specified, all costs of every kind pertaining to a limited common element, including but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be paid for by the Owner of the Unit to which such limited common element is appurtenant.

1. The limited common elements so set aside and reserved for the exclusive use of Unit A are as follows:

(a) The site on which Unit A is located, consisting of the land beneath and immediately adjacent to Unit A, as shown and delineated on the Condominium Map as "Dwelling Area - A 3,469 Sq. Ft." (including the airspace above such site) is for the exclusive benefit of Unit A (which may be referred to as "Dwelling Area A");

(b) That portion of land designated as "Limited Common Element In Favor of Unit A 5505.6 Sq. Ft." on the Condominium Map ("Exclusive Area") is a limited common area for the exclusive use of Unit A ("Unit A Exclusive Area"); and

(c) A mailbox designated by Declarant for the use of Unit A.

2. The limited common elements so set aside and reserved for the exclusive use of Unit B are as follows:

(a) The site on which Unit B is located, consisting of the land beneath and immediately adjacent to Unit B, as shown and delineated on the Condominium Map as "Dwelling Area - B 3,141 Sq. Ft." (including the airspace above such site) is for the exclusive benefit of Unit B (which may be referred to as "Dwelling Area B");

(b) That portion of land designated as "Limited Common Element In Favor of Unit B 5505.6 Sq. Ft." on the Condominium Map ("Exclusive Area") is a limited common area for the exclusive use of Unit B ("Unit B Exclusive Area"); and

(c) A mailbox designated by Declarant for the use of Unit B.

3. The limited common elements so set aside and reserved for the exclusive use of Unit C are as follows:

(a) The site on which Unit C is located, consisting of the land beneath and immediately adjacent to Unit C, as shown and delineated on the Condominium Map as "Dwelling Area - C 3,034 Sq. Ft." (including the airspace above such site) is for the exclusive benefit of Unit C (which may be referred to as "Dwelling Area C");

(b) That portion of land designated as "Limited Common Element In Favor of Unit C 5505.6 Sq. Ft." on the Condominium Map ("Exclusive Area") is a limited common area for the exclusive use of Unit C ("Unit C Exclusive Area"); and

(c) A mailbox designated by Declarant for the use of Unit C.

4. The limited common elements so set aside and reserved for the exclusive use of Unit D are as follows:

(a) The site on which Unit D is located, consisting of the land beneath and immediately adjacent to Unit D, as shown and delineated on the Condominium Map as "Dwelling Area - D 3,186 Sq. Ft." (including the airspace above such site) is for the exclusive benefit of Unit D (which may be referred to as "Dwelling Area D");

(b) That portion of land designated as "Limited Common Element In Favor of Unit D 5505.6 Sq. Ft." on the Condominium Map ("Exclusive Area") is a limited common area for the exclusive use of Unit D ("Unit D Exclusive Area"); and

(c) A mailbox designated by Declarant for the use of Unit D.

5. The limited common elements so set aside and reserved for the exclusive use of Unit E are as follows:

(a) The site on which Unit E is located, consisting of the land beneath and immediately adjacent to Unit E, as shown and delineated on the Condominium Map as "Dwelling Area - E 3,214 Sq. Ft." (including the airspace above such site) is for the exclusive benefit of Unit E (which may be referred to as "Dwelling Area E");

(b) That portion of land designated as "Limited Common Element In Favor of Unit E 5505.6 Sq. Ft." on the Condominium Map ("Exclusive Area") is a limited common area for the exclusive use of Unit E (Unit E Exclusive Area); and

(c) A mailbox designated by Declarant for the use of Unit E.

7. Any other common element of the Project which is rationally related to fewer than all the Units shall be deemed
a limited common element appurtenant to and for the exclusive use of such Unit to which it is rationally related.

Note: The "Dwelling Areas" herein described are not legally subdivided lots.

EXHIBIT "E"

Encumbrances Against Title

1. For Real Property Taxes that may be due and owing, reference is made to the Office of the Tax Assessor, City and County of Honolulu.

2. Title to all minerals and water rights reserved to the State of Hawaii.

3. Easement(s) for storm drain purposes, as shown on Map 62 and 205, and as set forth by Land Court Order No. 8720, filed December 1, 1948.

4. Easement in favor of City and County of Honolulu for underground drainage structure, recorded in said Office as Document No. 123649.

5. Encroachment Agreement and License dated February 14, 1998, filed in said Office as Document No. 2440913.

6. Release and Indemnification Agreement dated December 5, 2005, filed in said Office as Document No. 3375652.

7. Release and Indemnification Agreement dated December 6, 2005, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2006-003520.

8. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in Declaration of Covenant dated May 11, 2012, filed in said Office as Document No. T-8171316. The foregoing Declaration was amended by instrument filed in said Office on December 6, 2013, as Document No. T-8375330.

9. Declaration of Condominium Property Regime dated June 17, 2010, filed in said Office as Document No. 3974740. (Project covered by Condominium Map No. 2058). By-Laws filed on June 29, 2010, as Document No. 3974741. Amendment and Restatement of Declaration, Bylaws and Condominium Map dated September 13, 2014, filed as Document No.T-9023473. Amendment to Declaration and Bylaws dated October 14, 2014, filed as Document No. T-9058196.

10. Mortgage dated May 25, 2011, filed in said Office as Document No.4076781, in favor of Mortgage Electronic Registration Systems, Inc., a separate corporation acting solely as nominee for American Savings Bank, F.S.B., a federal savings bank. Said Mortgage has been assigned to American Savings Bank, F.S.B., by instrument recorded on December 19, 2013, as Document No. T-8753135.

EXHIBIT "F"

STATEMENT ON PROJECT, OPERATING BUDGET AND MAINTENANCE FEES

1. (a) PROJECT: KULIOUOU ESTATES
510 Kuliouou Road
Honolulu, Hawaii 96821

(b) DEVELOPER: Shawn Olaf Kelly and Marla Lydia Kelly
1188 Bishop St., #PH2
Honolulu, Hawaii 96818

Telephone: (808) 440-0935

(c) MANAGING AGENT: Self-Managed by the Association of Unit Owners

2. Breakdown of annual maintenance fees and monthly estimate costs for each unit are more fully described on Exhibit "1" attached hereto (revised and updated every twelve (12) months and certified to have been based on generally accepted accounting principles).

Note: Developers disclose that no reserve study was done in accordance with Chapter 514B-148, HRS, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

3. DESCRIPTION OF ALL WARRANTIES COVERING THE UNITS AND COMMON ELEMENTS:

The Developer does not make any warranties on the Units. The Project is being sold in "as is" condition (see Page 1a).

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.

4. USE OF UNITS. The KULIOUOU ESTATES Condominium Project will consist of fiver (5) units which shall be occupied and used only for residential purposes by the respective owners thereof, their tenants, families, domestic servants and social guests and for any other purpose permitted by the Land Use Ordinance for the City and County of Honolulu ("LUO") then in effect.

EXHIBIT "1"
ESTIMATED OPERATING EXPENSES
For Period December 1, 2014 to November 30, 2015
As Prepared by Developer

Estimated Annual Expenses

Ground Maintenance	
Water/Sewer	$-0-
* Electricity:	$-0-
**Fire/Liability Insurance:	$-0-
Management Fee:	$-0-
Miscellaneous:	$-0-
TOTAL ANNUAL EXPENSES	$-0-
Estimated Monthly Expenses	$-0-
Estimated Monthly Maintenance Fee for Each Unit:	$-0-

Note: * All utilities will be separately metered or otherwise charged, and the common elements will incur no separate utility charges.

** Under the terms of the Declaration of Condominium Property Regime, individual unit owners are required to obtain and maintain separate policies of fire insurance and name the Association as an additional insured. In such case, fire insurance premiums will be the responsibility of individual unit owners and not common expenses.

*** Grant of Easement for Access and Utility Purposes. No assessments will be made for the repair and maintenance of the Easement Areas, as it is contemplated that the Owners of the Units will address the expenses relating to the repair and/or maintenance as situations arise - see Exhibit "L".

The Developer certifies that the maintenance fees and costs as estimated by the Developer is based on generally accepted accounting principles.

SHAWN OLAE KELLY

MARLA LYDIA KELLY

"Developer"

EXHIBIT "G"

Summary of the Material Provisions of the Escrow Agreement

Summary of the Condominium Escrow Agreement between the Developer and Real Estate Title Services, LLC, a Delaware limited liability company, doing business as Premier Title.

1. All deposits will be paid to Escrow. A copy of each Sales Contract and all payments made to purchase a Unit shall be turned over to the Escrow Agent. Any interest earned on funds deposited in escrow shall accrue to the credit of the Developer; except that, if Escrow is requested to establish a separate account for a purchaser, the purchaser shall pay Escrow a fee of $25.00 for each such separate account and shall furnish Escrow the purchaser's social security or federal identification number, and any interest earned on funds deposited in such account shall accrue to the credit of the purchaser.

2. Conditions to be Met Prior to Disbursement. No disbursements of funds held in escrow with respect to a sales contract shall be made unless and until the following conditions have been fulfilled:

(a) The Real Estate Commission shall have issued an effective date of the Developer's Public Report on the Project;

(b) The purchaser shall have been given and shall have acknowledged receipt of (i) a copy of said Public Report and (ii) notice of purchaser's thirty-day cancellation right upon a form prescribed by the Real Estate Commission;

(c) The purchaser shall have waived the right to cancel or be deemed to have the right to cancel, in accordance with Section 514B-86 of the Act; and

(d) The Developer shall have given Escrow a written waiver of any option reserved in any sales contract to cancel such sales contract.

At the request of Escrow, Developer's attorney shall delivered a written opinion to Escrow that the foregoing conditions shall have been complied with and the purchaser's sales contract has become effective.

3. Return of Funds and Documents. A purchaser shall be entitled to a return of funds and Escrow shall pay such funds to such purchaser, without interest, if any one of the following has occurred:

(a) Developer and the purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of any option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or

(c) A purchaser shall have exercised his thirty-day cancellation right to rescind the sales contract pursuant to Section 514B-86 of the Act; or

(d) In the event of a material change in the Project, a purchaser shall have exercised his thirty-day cancellation right to rescind the contract pursuant to Section 514B-87 of the Act.

In any of the foregoing events, Escrow shall, upon the occurrence of the event described in (a) or (b) above or upon receipt of a written request for a refund from purchaser upon the occurrence of an event described in (c) or (d) above, unless the purchaser has waived or has been deemed to have waived the right to a refund, pay said funds to said purchaser (less a cancellation fee commensurate with the work done by Escrow prior to such cancellation) and thereupon said sales contract and any conveyance document theretofore delivered to Escrow shall be returned to Developer and shall be deemed no longer held hereunder; provided, however, that no refund shall be made to a purchaser at purchaser's request prior to receipt by Developer of written notice from Escrow of its intent to make such refund and the purchaser shall not be required to pay a cancellation fee to Escrow for any rescission pursuant to HRS §514B-87.

(e) If the purchaser indicated the purchaser's intention to be an owner-occupant of a Unit under Section 514B-95 et. seq. of the Act by signing a document entitled "Affidavit of Intent to Purchase and Reside in an Owner-Occupant Designated Condominium Residential Unit," and if the purchaser and the Developer so request in writing, Escrow will refund the purchaser's deposits upon the occurrence of any of the following events:

(i) No sales contract has been offered to the purchaser (A) within six (6) months of the issuance of an effective date for the Project's first condominium public report (if the "chronological system" defined in section 514B-95 of the Act has been used to establish a final reservation list), or (B) within six (6) months of the public lottery (if the "lottery system" described in section 514B-95 of the Act has been used to establish a final reservation list). In this case only, no cancellation fees will be subtracted from the refund; or

(ii) Before signing a sales contract, the purchaser requests that his name be removed from the Developer's final reservation list; or

(iii) The purchaser chooses not to sign a sales contract; or

(iv) The purchaser is unable to obtain a loan (or a commitment for a loan) for sufficient funds to purchase the Unit by the time the sales contract allows the purchaser to obtain a loan or a commitment for a loan, and either the purchaser or the Developer chooses to cancel the sales contract. The Act requires that the purchaser shall have at least fifty (50) calendar days from the day the Developer signs and accepts the sales contract to obtain a loan or a commitment for a loan; or

(v) The purchaser is required by the Act to rescind the sales contract because the purchaser will not or cannot reaffirm at closing the purchaser's intention to be an owner-occupant of the Unit. In this case, Escrow will refund only what remains (if anything) of purchaser's deposits after Escrow pays the Developer the greater of five percent (5%) of the purchaser's deposits or a sum equal to the Developer's actual damages caused by the purchaser's rescission of the sales contract.

Except for cancellations under subparagraph (e) (i) above, Escrow may deduct from any such refund made to a purchaser a cancellation fee as set forth above.

4. Purchaser's Default. Developer shall give notice in writing to Escrow of the occurrence of each event which initiates an obligation of a purchaser to make a payment to Escrow pursuant to the sales contract as well as notice of the amount and due date of such payment. Escrow shall thereupon promptly give the purchaser notice of the amount and due date of such payment. If the purchaser fails to make such payment to Escrow on or before the due date thereof or if the purchaser fails to perform in any matter which is being handled by Escrow, Escrow shall promptly notify Developer of any such failure on the part of the purchaser. If Developer subsequently certifies in writing to Escrow that Developer has terminated the sales contract in accordance with the terms thereof and provides to Escrow copies of all such notices of termination sent to the purchaser, Escrow shall thereafter treat all funds of the purchaser paid on account of such purchaser's sales contract as funds of Developer and not as funds of the purchaser. Thereafter, such funds shall be free of the escrow established by Developer. Upon written request by Developer, Escrow shall pay such sums to Developer, less any escrow cancellation fee, shall return to Developer the sales contract of such purchase and any other documents theretofore delivered by Developer to Escrow, and shall return other documents theretofore delivered to Escrow in connection with the purchase of the unit to the person from whom, or entity from which, such documents were received; and, Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such purchaser.

EXHIBIT "H"

PERMITTED ALTERATIONS TO UNITS

Paragraph 19.1 of the Declaration states:

"19.1 Changes to Units. Notwithstanding anything to the contrary contained in the Declaration, a Unit Owner, with the consent by the holder of any mortgage affecting the Owner's Unit (if required by such mortgage), shall have the right at his sole option at any time and from time to time without the consent of any other Unit Owner or other person or entity, to improve, renovate, remodel, make additions to, enlarge, remove, replace or restore the improvements to or in his Unit or portions thereof or to make or build improvements upon the Dwelling Area appurtenant to his Unit (each of the foregoing is referred to as a "change" and collectively, they are referred to as "changes") subject to the following conditions:

(i) All building plans for any such changes shall conform with applicable City and County building, zoning laws and ordinances.

(ii) Any change to a Unit must be made within the Dwelling Area which is appurtenant to the Unit.

(iii) No change to a Unit will be made if the effect of such change would be to exceed the Unit's "proportionate share" of allowable development rights applicable to the Land (such to include without limitation, maximum building areas and number of dwelling units) as set forth in the LUO when the change is to be made; provided, that each Unit shall be allocated at least one dwelling unit. The "proportionate share" for each Unit for purpose hereof shall be the same as the common interest appurtenant to such Unit.

(iv) All such changes shall be at the expense of the Owner making the change and shall be expeditiously made and in a manner that will not unreasonably interfere (except on a temporary basis) while such change is being made with the other Owner's use of his Unit or its appurtenant Dwelling Area.

(v) The Owner of the changed Unit shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Unit affected by such change for electricity, sewer and other utilities and services and when applicable, to add, delete, relocate, realign, designate and grant easement and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any interruption in the service of such utilities to any other part of the Project or otherwise materially interfere with their use by the other Owner;

(vi) If the consent to the change or joinder of the other Owner in obtaining a permit or utilities, for example, is required by the Act, a governmental entity or a utility, then each Owner shall give such consent or joinder promptly following the request of the Owner making such change, provided that all costs and expenses associated with the change shall be borne by the Unit Owner making such change.

(vii) Each and every conveyance, lease and mortgage or other lien made or created on any Unit and all common interests and other appurtenances thereto shall be subject to the provisions of this paragraph and any lease of a Dwelling Area shall reserve to each Owner the rights set forth in this paragraph."

EXHIBIT "I"

SUMMARY OF SALES CONTRACT

The Sales Contract consists of two documents: a Hawaii Association of Realtors Standard form "Purchase Contract" ("Purchase Contract") and a document attached to the Purchase Contract which is entitled "Special CPR Provisions to the Purchase Contract" ('Special Provisions").

The Special Provisions are intended to amend the Purchase Contract, and unless the context would indicate clearly to the contrary, then in the event of any conflict between a provision contained in the Special Provisions and a provision contained in the Purchase Contract, the provision contained in the Special Provisions will prevail.

1. Description of the Property to be Conveyed: Fee simple title to the Unit, together with the furnishings and appliances, if any, and the undivided interest in the common elements set forth in the Purchase Contract. Title will be conveyed subject to the encumbrances of record.

2. Purchase Price and Terms. The purchase price for the Unit is set forth on page 2 of the Purchase Contract is to be paid in the method and at the times set forth in the Purchase Contract. This may include payment of (a) an initial deposit; (b) an additional cash deposit, if set forth in the Purchase Contract; and (c) the balance of the purchase price is to be paid to escrow by purchaser on or before closing.

3. Financing of Purchase. Paragraph C-24 of the Purchase Contract Form (if elected) provides if Buyer desires financing, a loan application must be made within a certain number of days and if Buyer's application is not approved within a certain number of days after the application, then either Seller or Buyer may cancel the Sales Contract. Upon such cancellation, Buyer's deposits will be refunded by escrow without interest.

4. Closing Costs. Closing costs and escrow fees are to be shared in accordance with the Purchase Contract, except that Seller does have the option to require two months' advance payment of Association maintenance fees and a start up expense for the Association of Unit Owners equal to two months' of Association maintenance fees. Buyer's proportionate share of any liability insurance premium, real property taxes, maintenance fees and any other charges with respect to the Property shall be pro-rated between Seller and Buyer as of the date of closing.

5. Closing. Seller has agreed to cause the Unit to be sold to the Buyer within the time period set forth on page 3 of the Purchase Contract .

6. Sales Contract May be Subject to Seller's Mortgage(s).

(a) The Sales Contract is an agreement by Seller to transfer the Unit in the future on the closing date. Until closing, Seller has the right to have a mortgage or mortgages placed against the Unit. If the Seller places a future mortgage against the Unit prior to the closing date, Buyer's rights will be subject to such mortgage or mortgages. If Seller were to default under such mortgage or mortgages prior to the closing, then Buyer could lose his rights under the Sales Contract. If such event were to occur, then Buyer's deposits would be returned to him.

(b) Notwithstanding that the Sales Contract may be subject to a mortgage or mortgages prior to closing, if the Buyer performs his obligations under the Sales Contract, then Seller is required to convey the Unit to Buyer at closing free and clear of any mortgage.

7. Seller's Rights to Cancel Sales Contract. The Seller may cancel the Sales Contract with the Buyer if (a) Buyer fails to qualify for a permanent loan (if Paragraph C-24 of the Purchase Contract is selected; (b) Buyer defaults under the Sales Contract (paragraph 6(b) of the Special Provisions); (c) Buyer dies prior to Closing Date (paragraph 6(a) of the Special Provisions) or (d) the Developer's Public Report shall not have been issued and Buyer shall not have waived his right to cancel (called the "Effective Date"). Pursuant to Paragraph 6(b) of the Special Provisions, if Buyer fails to close as required, then in the case only of non-monetary default after ten (10) days following Seller's notice of Buyer's default or otherwise without notice as to monetary defaults, the Seller may cancel the Sales Contract and all sums previously paid by Buyer will belong absolutely to the Seller as liquidated damages. Additionally, Seller may pursue any other remedy, and all costs, including reasonable attorney's fees, incurred by reason of default by the Buyer shall be borne by the Buyer. Time is the essence of the Sales Contract.

8. Rights of Buyer to Cancel the Sales Contract.

(A) Paragraph 6 of the Sales Addendum gives the Buyer the right to cancel the Sales Contract for any reason subject to the conditions set forth therein. Pertinent provisions within Paragraph 6 are as follows:

"(a) The Buyer may cancel the Sales Contract at any time up to midnight of the thirtieth day after:

(i) The date that the Buyer signs the Sales Contract; and

(ii) All of the items specified in subsection (a)(1) of §514B-86 HRS (which are listed in Paragraph 11 [of the Sales Contract]) have been delivered to the Buyer.

(b) If the Buyer cancels, then the Buyer will be entitled to receive the refund of any down payment or deposit, less any escrow cancellation fees and other costs associated with the purchase, which cost and fees shall not exceed $250.

(c) The Buyer may waive the right to cancel, or shall be deemed to have waived the right to cancel, by:

(i) Checking the waiver box on the cancellation notice and delivering it to the Seller.

(ii) Letting the thirty-day cancellation period expire without taking any action to cancel; or

(iii) Closing the purchase of the unit before the cancellation period expires.

(B) Paragraph 7 of the Sales Addendum gives the Buyer the right to cancel the Sales Contract if there are material changes in the Property or the Project, subject to the conditions set forth therein. Pertinent provisions within Paragraph 7 are as follows:

"(a) Rescission Right. Except for any additions, deletions, modifications and exercise by Seller of reservations made pursuant to the terms of the Declaration of Condominium Property Regime for the Project, the Buyer may rescind his purchase of the Property even though this sales contract is binding upon him if there is a material change in the Project which directly, substantially, and adversely affects the use or value of (1) the Buyer's Property or appurtenant limited common elements, or (2) those amenities of the Project available for the Buyer's use.

(b) Waiver of Rescission Right. Upon delivery to the Buyer of a description of the material change on a form prescribed by the Real Estate Commission, the Buyer may waive the buyer's rescission right provided in subsection (a) by:

(i) Checking the waiver box on the option to rescind sales contract instrument, signing it, and delivering it to the Seller;

(ii) Letting the thirty-day rescission period expire without taking any action to rescind;
or

(iii) Closing the purchase of the unit before the thirty-day rescission period expires.

(c) In the event of rescission pursuant to the provisions of this section, the Buyer shall be entitled to a prompt and full refund of any moneys paid."

(C) Buyer may also cancel the Sales Contract if Buyer fails to qualify for permanent financing if Paragraph C-24 of the Purchase Contract has been selected.

9. Paragraph 11 of the Special Provisions provides that the Buyer acknowledges Buyer having received (a) a true copy of the Developer's Public Report including all amendments with an effective date issued by the Real Estate Commission, together with the Project's recorded declaration and bylaws, house rules if any, a letter-sized condominium project map, and all amendments. (Provided, that where it is impractical to include a letter-sized condominium project map, the prospective purchaser or purchaser shall have an opportunity to examine the map), and (b) a notice of the buyer's thirty-day cancellation right on a form prescribed by the Real Estate Commission.

Seller reserves the right to modify the above documents as may be required by law, any title insurance company, or any institutional mortgagee.

10. Paragraph 12 provides that Seller agrees that, if, within one year after the date of substantial completion, any of the construction of the Unit (including materials or workmanship) is found to be defective, Seller utilizing his contractor shall correct any such defect promptly after receipt of written notice from the Buyer unless the Buyer has previously given the Seller a written acceptance of such condition.

The Summary contained in this Exhibit is merely a summary and is not intended to be a substitute for the Buyer's careful review of the Sales Contract.

EXHIBIT "J"

DECLARANT'S REPURCHASE OPTION.

Paragraph 25 of the Declaration provides that:

Declarant shall have the right to repurchase a Unit from a Unit Owner for a period of ten (10) years from the date of recordation of the Unit Deed conveying the Unit to the Unit Owner, provided, however, that Declarant may exercise this right if and only if a Unit Owner shall have made a complaint to Declarant about a material defect in the physical condition and/or design of such Unit Owner's Unit or a material defect in the physical condition and/or design of such Owner's Unit or a material defect in the Project or any matter in connection with the Unit or the Project and Declarant, after a good faith and diligent effort, shall be unable to rectify the complaint to such Unit Owner's satisfaction within a reasonable period of time, as determined by Declarant in the exercise of its sole discretion. The exercise of Declarant's repurchase rights shall be subject to the following terms and conditions:

(a) Option Notice. Declarant shall give such Unit Owners and such Unit Owner's mortgagee (if any) written notice of Declarant's exercise of its option to repurchase such Unit Owner's Unit.

(b) Option Closing. The closing of the purchase shall be no earlier than six (6) months nor later than nine (9) months from the date of delivery of Declarant's written notice of its exercise of the option. Closing costs shall be apportioned between such Unit Owner and Declarant in accordance with customary practices in the State of Hawaii.

(c) Option Purchase Price. The purchase price for the Unit shall be a price equal to the aggregate of (i) the price (the "price") at which the Unit Owner purchased the Unit which is proposed to be transferred, (ii) the cost of any substantial and lawful improvements added by the Unit Owner to the Unit proposed to be transferred, and (iii) one-half of one percent (0.5%) per annum simple interest on the portion of the Price the Unit Owner paid in cash from time to time for the Unit proposed to be transferred, computed from the date so paid until the date that title to such Unit is transferred to Declarant. The purchase price shall be paid in cash at the closing.

(d) Purchase of Appliances. All appliances originally sold with the Unit (or their replacements) shall remain in the Unit at the date of closing and shall be a part of the property purchased by Declarant as evidenced by the standard conditions of the form of residential Purchase Contract used by the Honolulu Board of Realtors or similar group at the time of exercise of the option.

(e) Option Binding on Successors and Assigns. This right to repurchase given by each Owner shall be binding upon each and every Unit Owner, such Unit Owner's heirs, personal representatives, successors and assigns (including, without limitation, any subsequent Owners of the Unit), and shall be an encumbrance upon the Unit.

(f) Assignment of Option. Declarant's right to repurchase may be assigned by Declarant without the prior written consent of any Unit Owner or any other person; provided, however, that upon the exercise of the right to repurchase granted hereunder, the person exercising such right shall provide to the Unit Owner and Unit Owner's mortgagee a copy of the assignment instrument by which such person acquired the right to repurchase hereunder.

(g) Mortgage Protection. Declarant's right to repurchase the Unit granted by this Section 25 shall be subordinate to the interest of any mortgagee of record. Declarant shall not exercise its right to purchase a Unit under any option granted under this Section 25 if prior to or within sixty (60) days of giving notice to a Unit Owner and such Owner's mortgage lender of Declarant's intent to exercise such option, the mortgage lender has commenced a foreclosure action against the Unit. Notwithstanding the formula for calculation of the purchase price and whether such purchase price is sufficient to satisfy the affected Unit Owner's purchase money mortgage or mortgages, the restrictions prescribed in this Section 25 shall be automatically extinguished upon any transfers of title to a mortgage holder or other party pursuant to a mortgage foreclosure, foreclosure under power of sale, or a conveyance in lieu of foreclosure after a foreclosure action is commenced, or when a mortgage is assigned to a federal housing agency. Any provision herein to the contrary notwithstanding, a mortgagee under a mortgage covering any interest in the Unit prior to commencing mortgage foreclosure proceedings, may notify Declarant in writing of (i) any default of the mortgage under the mortgage within ninety (90) days after the occurrence of the default, and (ii) any intention of the mortgagee to foreclose the mortgage; provided that the mortgagee's failure to provide such written notice to Declarant shall not affect such holder's rights under the mortgage.

EXHIBIT "K"

DEVELOPER'S RIGHT TO ERECT WALLS OR FENCES

Paragraph 26 of the Declaration states:

"26. Developer reserves the right to erect walls or fences ("Walls") along all or a portion of the perimeter boundaries of the Land. The Walls shall be a common element for the Project and any and all expenses incurred for the repair and maintenance of the Walls shall be shared equally between the Owners of the Units. Developer also reserves the right to enter into agreements with the owners of lots adjacent to portions of the Land ("Adjacent Lot Owners") with respect to the erection, maintenance and repair of the Walls or a portion thereof and, in the event that he and any Adjacent Lot Owner agrees that a portion of the Walls will be considered as common walls for the use of both the Project and such Adjacent Lot Owner, then any and all expenses relating to the repair and maintenance of the applicable portion of the Walls shall be allocated so that 50% of the expenses shall be paid by the Adjacent Lot Owner, and 50% shall be paid by the Association.

Developer shall also have the right to execute and deliver on behalf of each of the Unit Owners all applications and other documents which may be necessary or desirable in order to obtain approval for the construction of the Walls from the appropriate governmental authorities, including without limitation the Department of Planning and Permitting of the City and County of Honolulu, or any other governmental agency, and to take any and all actions in connection therewith, it being understood that the form and content of such documents and the nature of such actions shall be in the sole and absolute determination and discretion of the Developer, of which the Developer's execution and delivery of such documents or the taking of such actions shall be sufficient determination."

EXHIBIT "L"

GRANTS OF EASEMENTS FOR ACCESS AND UTILITY PURPOSES.

Paragraph 7.5 of the Declaration states:

"7.5 Grants of Easements for Access and Utility Purposes.

(a) Units B, C, D and E shall have a non-exclusive easement for roadway and utility purposes over a portion of Dwelling Area A, which area is shown on the Condominium Map as "Easement E-1" ("Easement E-1"). Maintenance and repair of Easement E-1 shall be borne equally by all the Unit Owners.

(b) Units A, C, D and E shall have a non-exclusive easement for roadway and utility purposes over a portion of Dwelling Area B, which area is shown on the Condominium Map as "Easement E-2" ("Easement E-2"). Maintenance and repair of Easement E-2 shall be borne equally by all the Unit Owners.

(c) Units A, B, D and E shall have a non-exclusive easement for roadway and utility purposes over a portion of Dwelling Area C, which area is shown on the Condominium Map as "Easement E-3" ("Easement E-3"). Maintenance and repair of Easement E-3 shall be borne equally by all the Unit Owners.

(d) Units A, B, C and E shall have a non-exclusive easement for roadway and utility purposes over a portion of Dwelling Area D, which area is shown on the Condominium Map as "Easement E-4" ("Easement E-4"). Maintenance and repair of Easement E-4 shall be borne equally by all the Unit Owners.

(e) Units A, B, C and D shall have a non-exclusive easement for roadway and utility purposes over a portion of Dwelling Area E, which area is shown on the Condominium Map as "Easement E-5" ("Easement E-5"). Maintenance and repair of Easement E-5 shall be borne equally by all the Unit Owners.

(f) Units A, B, C and D shall have a non-exclusive easement for roadway and utility purposes over a portion of Unit E Exclusive Area, which area is shown on the Condominium Map as "Easement E-6" ("Easement E-6"). Maintenance and repair of Easement E-6 shall be borne equally by all the Unit Owners.

(g) Units B, C, D and E shall have a non-exclusive easement for roadway and utility purposes over a portion of Unit A Exclusive Area, which area is shown on the Condominium Map as "Easement E-6" ("Easement E-7"). Maintenance and repair of Easement E-7 shall be borne equally by all the Unit Owners.

(h) Units A, C, D and E shall have a non-exclusive easement for roadway and utility purposes over a portion of Unit B Exclusive Area, which area is shown on the Condominium Map as "Easement E-8" ("Easement E-8"). Maintenance and repair of Easement E-8 shall be borne equally by all the Unit Owners.

(i) Units A, B, D and E shall have a non-exclusive easement for roadway and utility purposes over a portion of Unit C Exclusive Area, which area is shown on the Condominium Map as "Easement E-9" ("Easement E-9"). Maintenance and repair of Easement E-9 shall be borne equally by all the Unit Owners.

Easements E-1 through E-9 are hereinafter individually referred to as an "Easement Area" and collectively referred to as the "Easement Areas". The Units entitled to the easements described in Subparagraphs 7.5 (a) through (i) above are hereinafter referred to as "Benefitted Units" with respect to easements benefitting such Units. The Easement Areas shall be used for access and utility services by all the Unit Owners and shall be subject to the following conditions:

(i) Each Unit Owner shall have the right from time to time, at such Owner's sole cost, to make any and all improvements within, on or under the Easement Area, on such Unit Owner's Dwelling Area and Exclusive Area, provided, however, that such improvements shall be made in such a manner as not to unreasonably restrict access or use of the the Easement Area by the Owners of the Benefitted Units.

(ii) Any damage to an Easement Area caused by one of the Owners of a Unit, his tenants, guests or invitees, shall be repaired within a reasonable time by such Owner(s) who shall, at his sole cost and expense, return the surface of the Easement Area to its condition prior to such damage.

(iii) The Easement Areas shall not be used for parking or storage of vehicles, rubbish, construction materials or other items, except on an emergency or on a temporary basis, and the Owners of the Benefitted Units shall keep such Easement Areas in good repair and condition.

(iv) Except as provided in Subparagraph 7.5(ii) above, the cost to improve, repair, maintain and/or replace the surface of an Easement Area shall be shared equally by the Unit Owners entitled to the use of the Easement Area.

DECLN

STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
May 16, 2012 3:29 PM
Doc No(s) T-8171316
on Cert(s) 1042116
Issuance of Cert(s)

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

5 1/1 MIP
B-32063333

LAND COURT REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL (✓) PICK-UP ( )
1001 BISHOP ST # 1800
HONOLULU, HAWAII 96813
C/O ALSTON, HUNT, FLOYD & ING

Tax Map Key No.: Oahu 3-8-010-004 Total Pages: 5

DECLARATION OF COVENANT

This Declaration made by 510 KULIOUOU LLC, a Hawaii limited liability company, owner in fee simple of that certain parcel of land at 510 Kuliouou Road, Honolulu, Hawaii also know as Lot 845 as shown on Map 205, Land Court Application No. 578 of Joseph Paiko, Junior, identified by Tax Map Key Parcel No. (1) 3-8-010-004 and more particularly described in Exhibit A attached hereto and made a part hereof (the "Parcel").

WHEREAS, by Deed dated June 14, 2010, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3970643, 510 Kuliouou LLC became the sole owner of said property and is hereinafter called "Declarant."

WHEREAS, the aforementioned parcel of land is situated within an area affected by earth movement.

WHEREAS, Declarant desires to construct improvements on the parcel of land.

EXHIBIT M

Description: Honolulu,HI Torrens - DocID 8171316 Page: 1 of 5
Order: 14010505 Comment:

WHEREAS, Applied Geosciences, LLC prepared a report dated March 19, 2012 entitled Slope Hazards Investigation 510 Kuliouou Road TMK: 3-8-010:004 (the "Report").

WHEREAS, the Report recommended that a building setback line (the "Setback Line") be established over and across the Parcel as shown on Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby covenants and agrees to subject any future improvements made on the Parcel to the covenants as follows:

1. That the Declarant hereby agrees to indemnify and hold the City and County of Honolulu harmless and from and against any loss, liability, claim or demand for property damage, personal injury and death arising out of any earth movement or soils conditions on the Parcel or related to or connected with the granting of building permits and any related grading permit.

2. That the Declarant shall not construct any structures or otherwise develop that portion of the Parcel west of the Setback Line, unless the Declarant shall have obtained prior express written approval from the Department of Planning and Permitting ("DPP"). The granting of such approval by DPP shall be contingent upon, but not limited to, the submittal by the Declarant of an acceptable foundation and soils investigation at the Declarant's cost and expense.

3. That the Declarant will take mitigative measures at its own expense with respect to any damages which occur on the Parcel as a result of earth movement.

4. That this Declaration of Covenant shall be binding upon the Declarant and its successors and assigns.

5. That Declarant will file a certified recorded copy of this covenant with DPP as a condition precedent to the issuance of the Building Permit and/or any grading permit with respect to the Parcel.

6. That this Declaration of Covenant shall not terminate, extinguish or cancel without the express written approval of DPP.

7. That the City and County of Honolulu shall have the right to enforce this Declaration of Covenant upon breach thereof by appropriate action at law or in equity.

[END OF TEXT, CONTINUED ON NEXT PAGE]

Description: Honolulu,HI Torrens - DocID 8171316 Page: 2 of 5
Order: 14010505 Comment:

IN WITNESS WHEREOF, the undersigned hereunto sets his hand on this 11th day of May, 2012.

510 KULIOUOU LLC
a Hawaii limited liability company

By: _____
Name: Shawn O. Kelly
Its: Managing Member

STATE OF HAWAI`I)
) SS:
CITY AND COUNTY OF HONOLULU)

On this 11 day of May, 2012, before me personally appeared Shawn O. Kelly, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

GAYLE P. ISHIMA NOTARY PUBLIC No. 09-067 STATE OF HAWAII

_____
Notary Public, State of Hawai`i

GAYLE P. ISHIMA
My commission expires: 6/9/2014
Printed Name of Notary

My commission expires: _____

Doc. Date: May 11, 2012 # Pages: 5
Notary Name: Gayle P. Ishima First Circuit
Doc. Description: **Declaration of Covenant**

_____ 5-11-12
Notary Signature Date

(Stamp or Seal)

GAYLE P. ISHIMA NOTARY PUBLIC No. 09-067 STATE OF HAWAII

NOTARY CERTIFICATION

Current Certificate of Title 1,042,116

Description: Honolulu,HI Torrens - DocID 8171316 Page: 3 of 5
Order: 14010505 Comment:

EXHIBIT "A"

All of that certain parcel of land situate at Kuliouou, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

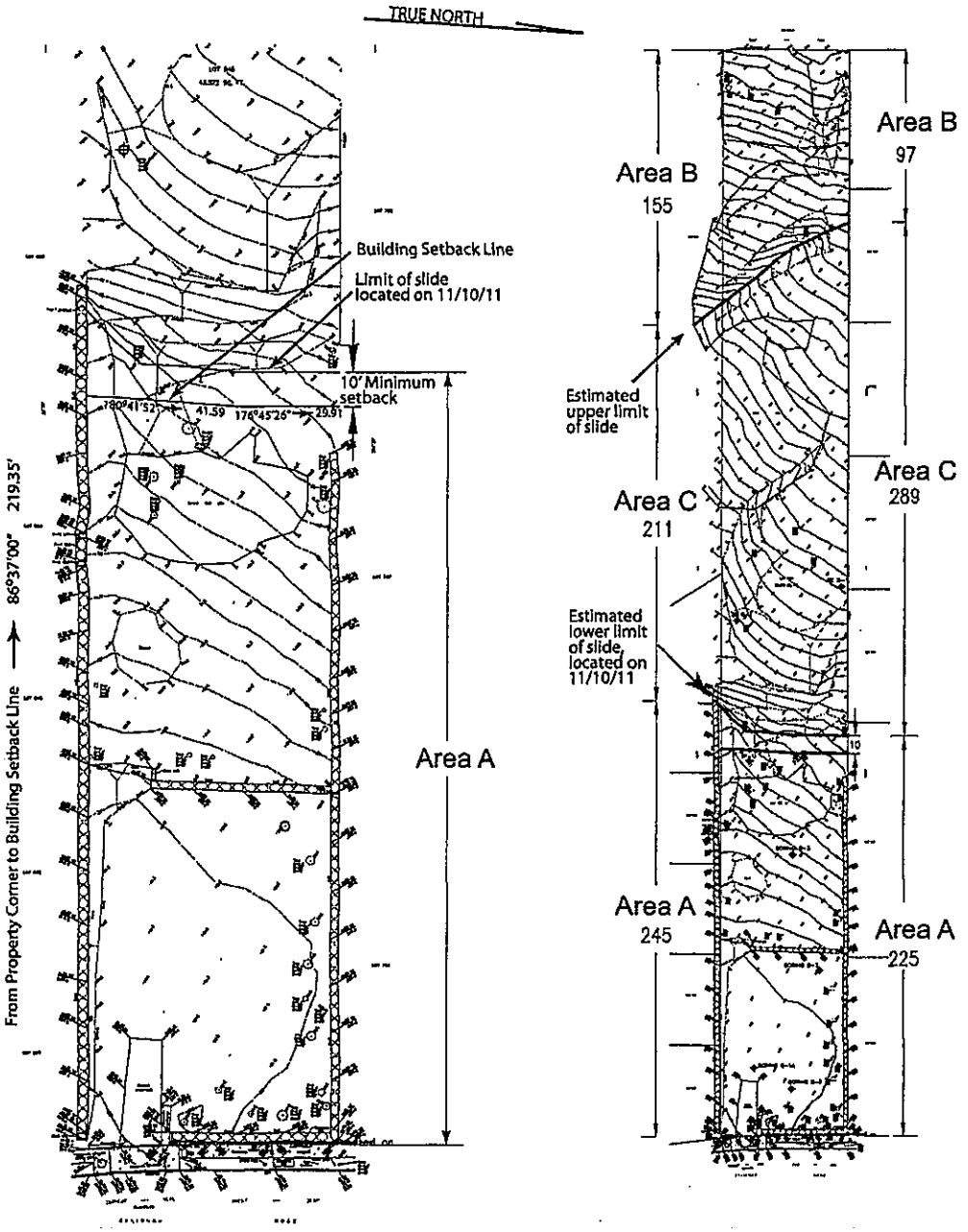
LOT 845, area 43,572 square feet, more or less, as shown on Map 205, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 578 of Joseph Paiko, Junior.

Being land(s) described in Transfer Certificate of Title No. 985,367 issued to 510 KULIOUOU LLC, a Hawaii limited liability company, and conveyed by deed recorded in said Office as Land Court Document No. 3970643.

END OF EXHIBIT "A"

Description: Honolulu,HI Torrens - DocID 8171316 Page: 4 of 5
Order: 14010505 Comment:

EXHIBIT "B"



Project: 510 Kuli'ou'ou Road Date: January 31, 2010 ***Applied Geosciences, LLC***	Property Hazard Areas		Figure No: 13

Description: Honolulu,HI Torrens - DocID 8171316 Page: 5 of 5
Order: 14010505 Comment:

08AM

STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
December 6, 2012 11:00 AM
Doc No(s) T-8375330
on Cert(s) 1042116, 1051707
Issuance of Cert(s)

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

1 1/1 KLA
B-32172990

KA

LAND COURT REGULAR SYSTEM
AFTER RECORDATION, RETURN BY: MAIL ( ) PICK-UP (X)

Alston Hunt Floyd & Ing (JKC)
524-1800

Tax Map Key Nos.: Oahu 3-8-010-004-001 & 002 Total Pages: 7
TCTs 1042116 & 1051707

AMENDED AND RESTATED DECLARATION OF COVENANT

This Amended and Restated Declaration of Covenant made by 510 KULIOUOU LLC, a Hawaii limited liability company, owner in fee simple of that certain land at 510 Kuliouou Road, Honolulu, Hawaii also known as the "510 Kuliouou" Condominium, Units 1 and 2, situate on Lot 845 as shown on Map 205, Land Court Application No. 578 of Joseph Paiko, Junior, identified by Tax Map Key Parcel Nos. (1) 3-8-010-004-001 & 002 and more particularly described in Exhibit A attached hereto and made a part hereof (the "Parcel").

WHEREAS, by deed dated May 10, 2012, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 8165087 and noted on Transfer Certificate of Title 1042116 and deed dated June 22, 2012, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 8369273 and noted on Transfer Certificate of Title 1051707, 510 Kuliouou LLC became the sole owner of said Units 1 and 2, respectively, and is hereinafter called "Declarant."

Description: Honolulu,HI Torrens - DocID 8375330 Page: 1 of 7
Order: 14010505 Comment:

WHEREAS, when Declarant recorded that certain Declaration of Covenants as Land Court Document No. 8171316, Unit 2 of the 510 Kuliouou was unintentionally omitted and the Declaration contained an incorrect reference to a recorded deed.

WHEREAS, Declarant wishes to include Unit 2 in the Declaration and to correct said reference in the Declaration.

WHEREAS, the aforementioned land is situated within an area affected by earth movement.

WHEREAS, Declarant desires to construct improvements on the land.

WHEREAS, Applied Geosciences, LLC prepared a report dated March 19, 2012 entitled Slope Hazards Investigation 510 Kuliouou Road TMK: 3-8-010:004 (the "Report").

WHEREAS, the Report recommended that a building setback line (the "Setback Line") be established over and across the Parcel as shown on Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby covenants and agrees to subject any future improvements made on the Parcel to the covenants as follows:

1. That the Declarant hereby agrees to indemnify and hold the City and County of Honolulu harmless and from and against any loss, liability, claim or demand for property damage, personal injury and death arising out of any earth movement or soils conditions on the Parcel or related to or connected with the granting of building permits and any related grading permit.

2. That the Declarant shall not construct any structures or otherwise develop that portion of the Parcel west of the Setback Line, unless the Declarant shall have obtained prior express written approval from the Department of Planning and Permitting ("DPP"). The granting of such approval by DPP shall be contingent upon, but not limited to, the submittal by the Declarant of an acceptable foundation and soils investigation at the Declarant's cost and expense.

3. That the Declarant will take mitigative measures at its own expense with respect to any damages which occur on the Parcel as a result of earth movement.

4. That this Declaration of Covenant shall be binding upon the Declarant and its successors and assigns.

Description: Honolulu,HI Torrens - DocID 8375330 Page: 2 of 7
Order: 14010505 Comment:

5. That Declarant will file a certified recorded copy of this covenant with DPP as a condition precedent to the issuance of the Building Permit and/or any grading permit with respect to the Parcel.

6. That this Declaration of Covenant shall not terminate, extinguish or cancel without the express written approval of DPP.

7. That the City and County of Honolulu shall have the right to enforce this Declaration of Covenant upon breach thereof by appropriate action at law or in equity.

[END OF TEXT, CONTINUED ON NEXT PAGE]

Description: Honolulu,HI Torrens - DocID 8375330 Page: 3 of 7
Order: 14010505 Comment:

IN WITNESS WHEREOF, the undersigned hereunto sets his hand on this 29 day of October, 2012.

510 KULIOUOU LLC
a Hawaii limited liability company

By: _____
Name: Shawn O. Kelly
Its: Managing Member

STATE OF HAWAI`I)
) SS:
CITY AND COUNTY OF HONOLULU)

On this 29 day of October, 2012, before me personally appeared Shawn O. Kelly, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

GAYLE P. ISHIMA NOTARY PUBLIC No. 02-267 STATE OF HAWAII

_____
Notary Public, State of Hawai`i
GAYLE P. ISHIMA
My commission expires: 6/9/2014

_____
Printed Name of Notary

My commission expires: _____

Doc. Date: 10.29.12 # Pages: 6
Notary Name: Gayle P. Ishima 1st First Circuit
Doc. Description: **Declaration of Covenant**

_____ 10.29.12
Notary Signature Date

(Stamp or Seal)

GAYLE P. ISHIMA NOTARY PUBLIC No. 02-267 STATE OF HAWAII

NOTARY CERTIFICATION

Description: Honolulu,HI Torrens - DocID 8375330 Page: 4 of 7
Order: 14010505 Comment:

EXHIBIT "A"

All the premises comprising the "510 Kuliouou" Condominium Project (the "Project") consisting of that certain parcel of land more fully described herein and the improvements and appurtenances thereof, as described and established by the Declaration of Condominium Property Regime recorded June 29, 2010 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3974740 (the "Declaration"), described as follows:

Item I:

First: Unit No. 1 of the Project as shown on the plans thereof recorded as Condominium Map No. 2058.

Together with the following appurtenant easements:

(A) An exclusive easement to use parking space(s), if any, as shown on said Condominium Map.
(B) Nonexclusive easements in the common elements designed for such purposes for ingress and egress from, utility services for and support, maintenance and repair of said Apartment, in the other common elements for use according to their respective purposes.
(C) Exclusive easements to use other limited common elements appurtenant thereto designated for its exclusive use by the Declaration.

Second: An undivided 50% interest each in the common elements of the Project and in the land upon which the Project is located, as tenant in common with the Grantor, its successors and assigns, and the holders from time to time of other undivided interests.

Being the premises described in and covered by Transfer Certificate of Title No. 1042116 issued to 510 Kuliouou, LLC, a Hawaii limited liability company.

(Quitclaim Apartment Deed recorded May 10, 2012 as Land Court Document No. 8165087)

Item II:

First: Unit No. 2 of the Project as shown on the plans thereof recorded as Condominium Map No. 2058.

Together with the following appurtenant easements:

Description: Honolulu,HI Torrens - DocID 8375330 Page: 5 of 7
Order: 14010505 Comment:

(A) An exclusive easement to use parking space(s), if any, as shown on said *Condominium Map*.

(B) Nonexclusive easements in the common elements designed for such purposes for ingress and egress from, utility services for and support, maintenance and repair of said Apartment, in the other common elements for use according to their respective purposes.

(C) Exclusive easements to use other limited common elements appurtenant thereto designated for its exclusive use by the Declaration.

Second: An undivided 50% interest each in the common elements of the Project and in the land upon which the Project is located, as tenant in common with the Grantor, its successors and assigns, and the holders from time to time of other undivided interests.

Being the premises described in and covered by Transfer Certificate of Title No. 1051707 issued to 510 Kuliouou, LLC, a Hawaii limited liability company.

(Quitclaim Apartment Deed recorded November 30, 2012 as Land Court Document No. 8369273)

The land upon which said Project is situate is more particularly described as follows:

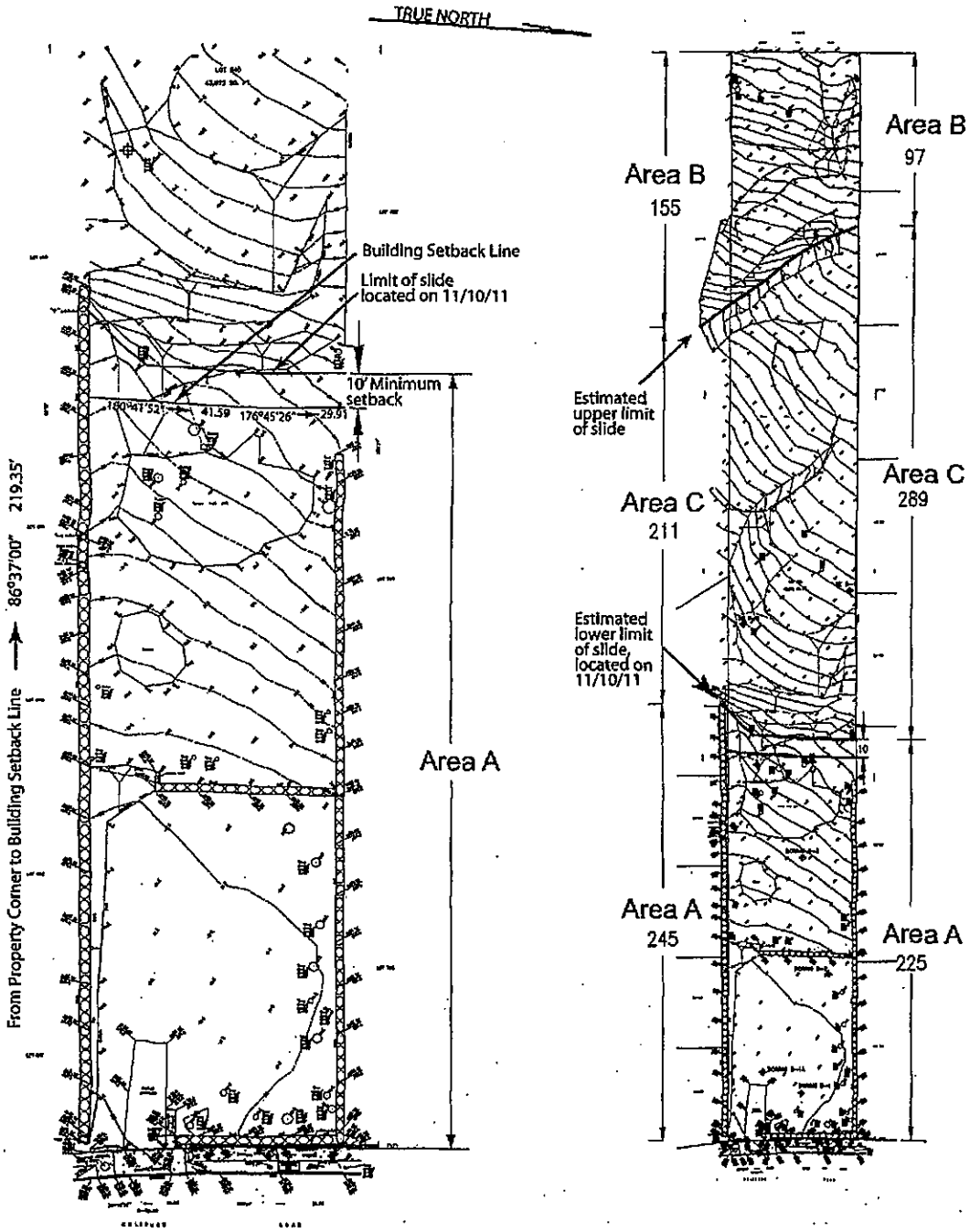
All of the certain parcel of land situate at Kuliouou, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

Lot 845, area 43,572 square feet, more or less, as shown on Map 205, filed with Land Court Application No. 578 of Joseph Paiko, Junior.

END OF EXHIBIT "A"

Description: Honolulu,HI Torrens - DocID 8375330 Page: 6 of 7
Order: 14010505 Comment:

EXHIBIT "B"



Project: 510 Kuli'ou'ou Road Date: January 31, 2010 ***Applied Geosciences, LLC***	Property Hazard Areas		Figure No: 13

Description: Honolulu,HI Torrens - DocID 8375330 Page: 7 of 7
Order: 14010505 Comment: