

REAL ESTATE COMMISSION

STATE OF HAWAII DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS PROFESSIONAL AND VOCATIONAL LICENSING DIVISION 1010 Richards Street - P. O. Box 3469 Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

HO'OMAKA VILLAGE Corner of Kamehameha Highway and Lumiaina Street Waipahu, Oahu, Hawaii

Registration No. 2311

		lssued: Expires:	October 12, 1990 November 12, 1991
Report Purpose:			
September 26	, 19 90	cuments submitted by the developer to, and is issued by the Commission of the project. Buyers are encouraged t	for informational purposes only. It
•	oisapprovai	of the project. Buyers are encouraged t	o read this report carefully.
Type of Report:			
× PRELIMINARY: (yellow)	Real Estate	oper may not as yet have created the oper commission minimal information sufficiblic Report will be issued when complete	ient for a Preliminary Public Report.
FINAL: (white)	with the Co	oper has legally created a condominium ommission. No prior reports have been issued Supersedes all prior public reports Must be read together with	
SUPPLEMENTARY: (pink)	[] [] And []	formation contained in the Prelim. Public Report dated Final Public Report dated Supp. Public Report dated Supersedes all prior public reports Must be read together with	
	[]	This report reactivates the	
		public report(s) which expired on	
Disclosure Abstract: Separate	e Disclosure	Abstract on this condominium project:	
[] Required [x]	Not Requi	red - disclosures covered in this report.	

FORM: RECO-30 286/986/189

[] Required

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

- [x] No prior reports have been issued by the Commission.
- [] Changes made are as follows:

Ho'omaka Village Project is being developed and marketed in cooperation with the City and County of Honolulu Department of Housing and Community Development. The project is intended to provide affordable housing to certain "owner-occupant" and "gap-group" would-be purchasers. As such, the units are available only to qualified persons.

For additional information, see pages 18 and 18a for details.

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GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Condominium Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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

Common elements are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called limited common elements and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged, or encumbered, and they may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owner/tenant) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements. The leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment 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 an apartment owner. The Board of Directors and officers can take certain actions without a vote of the owners. Some of these actions may significantly impact the quality of life for all apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely 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 buyers should understand that it is vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT

Inter	est to be Conveyed to Buyer: [X] Fee simple interest in an apartment and a [] Leasehold interest in an apartment and a [] Fee simple interest in an apartment and a	n undivided lease	hold interest in the comn	non elements.
Тур	es of Project:			
1.	[x] New Building(s) Both New Building(s) and Conversion	[] Co	onversion	
2.	 [x] Residential [] Mixed Residential and Commercial [] Other	[] Co	ommercial	
3.	[] High Rise (5 stories or more)	[x] Lo	w Rise	
4.	[] Single or [x] Multiple Buildings			
5.	Apartment Description			
	Apt. Type Quantity A 52 B 28 C 80 D 84 Total Apartments: 244 *Net Living Area is the floor area of the apartments walls. Other documents and maps may give floor area of determining the floor area may have been under the second content of determining the floor area may have been under the second content of determining the floor area may have been under the second content of the second co	ea figures which (
6.	Parking: Assigned Stalls (Individual Units) Guest Stalls Unassigned Stalls Extra Stalls Available for Purchase Other:		Number of St. 254 25 118	alls
	Total Parking Stalls		397	

Recreational amenities: Playground area, 3 barbeque areas

7.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer:	JPS Hawaii, Inc.	Phone:	521-5661
остоюро	Name	aria a a a a a a a a a a a a a a a a a a	(Business)
	1001 Bishop Street, Pacific Tower, Suite 1060		
	Business Address		
	Honolulu, Hawaii 96813		
	Names of officers or general partners of developers who are corp		
	James K. Schuler, President, Vice President, Secre	tary, Treasurer	and Director
	Patricia T. Schuler, Director		
	Joanne Halsey, Vice President, Assistant Secretary	and Director	
	Michael T. Jones, Executive Vice President and Dir		
	Michael V. Solies, Executive vice President and Dif	ector	
Real Estate	South Pacific Properties	Phone:	521-5661
Sales Agent:	Name	FIIONE.	(Business)
	1001 Bishop Street, Pacific Tower, Suite 1060		
	Business Address		
	Honolulu, Hawaii 96813		
Escrow:	Security Title Corporation	Phone:	
	Name		(Business)
	1001 Bishop Street, Pacific Tower, Suite 1200 Business Address		
	Honolulu, Hawaii 96813		
	Honorum, Hawan 76613		
Managing			
Agent:	Chaney Brooks & Company	Phone:	
	Name		(Business)
	606 Coral Street, P. O. Box 212 Business Address		
	Honolulu, Hawaii 96813		
	Honordia, Hawaii 70815		
Attorney for			
Developer:	Ronald W. K. Yee		
	Name		
	1000 Bishop Street, Suite 303 Business Address		
	Honolulu Hawaii 94813		

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II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

Α.	<u>Declaration of Condominium Property Regime</u> contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.
	The Declaration for this condominium is: [x] Proposed [] Recorded - Bureau of Conveyances - Book Page [] Filed - Land Court - Document Number
	Amendment date(s) and recording/filing information:
В.	Condominium Map (File Plan) shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.
	The Condominium Map for this condominium project is: [x] Proposed [] Recorded - Bureau of Conveyance Condo Map No [] Filed - Land Court Condo Map No
	Amendment date(s) and recording/filing information:
C.	Bylaws of the Association of Apartment Owners govern the operation of the condominium project. The provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.
	The Bylaws for this condominium are: [x] Proposed [] Recorded - Bureau of Conveyances - Book Page
	[] Filed - Land Court - Document Number
	Amendment date(s) and recording/filing information:

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

D. <u>House Rules.</u> The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. 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.

The House Rules for this condominium are:

[x]	Proposed	[]	Adopte	đ	
ſ	1	Developer does	not plar	ı to	adopt	house	rules

E. Changes to Condominium Documents

Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. <u>Apartment Owners:</u> Minimum percentage of common interest which must vote for or give written consent to changes:

	Minimum <u>Set by Law</u>	This Condominium
Declaration (and Condo Map)	75%	
Bylaws	65%	the Declarant can only be amended
House Rules		with Declarant's consent.

The percentages for individual condominium projects may be more than the minimum set by law.

- 2. <u>Developer:</u> The developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules:
- A. Prior to the conveyance of any apartment in the Condominium, the Developer may amend the aforesaid condominium documents to reflect changes in the Condominium and the apartments and common and limited common elements as long as such changes do not materially diminish the value of any apartment or jeopardize a purchaser's loan commitment.
- B. Upon completion of the Condominium, the Developer may amend the Condominium Declaration to file the "as built" verified statement required by Section 514A-12 of the Horizontal Property Act.
- C. The Developer may amend the aforesaid condominium documents to subject the Condominium to an FHA Regulatory Agreement and/or to conform the Condominium to the requirements of the VA Home Loan Guarantee Program and FHA Home Loan Programs.

III. THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

	land	d will be leasehold.		the condensation land consults require that at the
		end of the lease term	n, the lessee (tenant) delive	the underlying land usually require that at the fir to the lessor (fee property owner) possession oluding improvements paid for by the lessee.
		Exhibit	contains further e	xplanations.
		Rent Renegotiation Da	nte(s):	
		Lease Rent Payable:	[] Monthly [] Semi-Annually	[] Quarterly [] Annually
		Exhibit [] Month	contains a schedu	le of the lease rent for each apartment per
	[] Ind	ividual Apartments in Fee	e Simple Common Interest in	the Underlying Land in Leasehold or Subleasehold
		in the land and th improvements; or (2 specified price.	at they either (1) remov	to the lessor (fee property owner) their intereste or dispose of the building(s) and othe and improvements to the lessor, often at
		EXHIDIT	Contains further	explanations.
		Lease Term Expires:	oto(a):	
		Lease Term Expires:	ate(s):	
		Rent Renegotiation Da	ate(s): [] Monthly [] Semi-Annually	
		Rent Renegotiation Da	[] Monthly [] Semi-Annually	
	[] Ot	Rent Renegotiation Da Lease Rent Payable: Exhibit	[] Monthly [] Semi-Annually contains a schedu	[] Quarterly [] Annually
South		Rent Renegotiation Da Lease Rent Payable: Exhibit [] Month	[] Monthly [] Semi-Annually contains a schedu	[] Quarterly [] Annually
For S	Sublease	Rent Renegotiation Da Lease Rent Payable: Exhibit [] Month her:	[] Monthly [] Semi-Annually contains a schedu [] Year.	[] Quarterly [] Annually sle of the lease rent for each apartment per
<u>For :</u>	Sublease Buyer's	Rent Renegotiation Da Lease Rent Payable: Exhibit [] Month her:	{] Monthly [] Semi-Annually	[] Quarterly [] Annually

Underlyi	ng Land:			
Address:	Corner of Kamehameha Highway and L Street		Map Key: <u>1-9-4-07</u> ; MK)	; 13 (por.)
	Waipahu, Oahu, Hawaii 96797	(1)	viit)	
[] Add	ress [X] TMK is expected to change be	cause there wil	l be assigned a seg	arate parcel
number	for the site of this Condominium Project	•		
Land Are	a: 11.249 [] square feet	[×] acre(s)	Zoning: A-1	
Fee Owr	er: AMFAC Property Investment, Corp	•		
, 00 0	Name			
	2530 Kekaa Drive	·	ent contraction	
	Address			
	Lahaina, Maui, Hawaii 96761		with the same of t	
Sublesso	•		-	
	Name			
	Address			
			Massacrati	
Building	s and Other Improvements:			
	New Building(s) Both New Building(s) and Conversion	[] Conversi	ion of Existing Buildin	ng(s)
2. Bui	ldings:	Floors Per Bu	ilding 2	
[Exhibit contains further explanation	ns.		
3. <u>Prir</u>	ncipal Construction Material:			
[x	Concrete [] Hollow Til	e	[x] Wood	
[x	Other glass			
4. <u>Per</u>	mitted Uses:			
	No. of Apts.			No. of Apts.
[Commercial	[] Ind	ustrial	
[×	Residential 244	[] Aga	ricultural	
[Timeshare/Hotel	[] Re	creational	•
r	1 Other:			

В.

С

5. Special Use Restrictions:

[x] Pets Subject	t to Ho'omaka Vi	llage Rules and F	Regulations.	
	2 person:	s per bedroom, n	ot including children	under the age of
[x] Number of Occ	cupants: no more	than 3 occupants	s per bedroom includi	ng children unde
1 Other	age of 5.	•		
Other.				
[] There are no s	special use restriction	ons.		
Interior (fill in approp	oriate numbers):			
, 1., .,	•			
Total Apartments				
	244	tairways <u>61</u>	Trash Chute	es <u>0</u>
Total Apartments	244	tairways 61	Trash Chute	es <u>0</u>
Total Apartments	244	tairways <u>61</u>		es <u> 0 </u>
Total Apartments	244	tairways 61 BR/Bath	Trash Chute Net Living Area (sf)*	es 0 Lanai/Patio (sf)
Total Apartments Elevators 0 AptType	Si	BR/Bath	Net Living Area (sf)*	
Total Apartments0 Apt.	244 Si	BR/Bath 2/1-1/2	Net Living Area (sf)* 750	Lanai/Patio (sf)
Total Apartments Elevators 0 Apt	244 Quantity 52 28	BR/Bath 2/1-1/2 2/2	Net Living Area (sf)*750	Lanai/Patio (sf) 90 70
Total Apartments Elevators 0 AptAptA	244 Si	BR/Bath 2/1-1/2	Net Living Area (sf)* 750	<u>Lanai/Patio (sf)</u> 90

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

Net living area of the enclosed portion of the apartment measured from the interior surfaces of the apartment perimeter walls, plus the lanai area.

Permitted Alterations to Apartments;

Unless otherwise prohibited by the Condominium Declaration, the By-Laws or the Condominium Property Act, an Apartment Owner may make additions, alterations or improvements solely within his or her apartment or within a limited common element appurtenant to his or her apartment at his or her sole cost and expense; provided, however, that no Owner may do any work to his or her Apartment which could jeopardize the soundness or safety of any part of the Condominium, reduce the value thereof, or impair any easement or hereditament; nor may any Owner add any material structure without in every such case the consent of seventy-five percent (75%) of the Owners being first obtained, including the consent of all Owners whose apartments or limited common elements appurtenant thereto are directly affected. The installation of solar energy devices, as defined by H.R.S. Section 468B-1 shall require approval only by the Board.

/. I diking Olding.	Stalls:	Parking	7.
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8.

397 Total Parking Stalls: __ Regular Compact Tandem TOTAL covered open covered open covered open Assigned 26 10* 254 218 (for individual units) Guest Unassigned Extra Available 76 for Purchase 42 118 Other: Total 297 90 Covered & Open * 2 Compact 8 Regular Each apartment will have the exclusive use of at least parking stall(s). Buyers are encouraged to find out which stall(s) will be available for their use. [] Commercial parking garage permitted in condominium project. contains additional information on parking stalls for this condominium project. Recreational and Other Common Facilities. [] There are no recreational or common facilities. [] Swimming pool [] Storage Area [] Recreation Area] Laundry Area [] Tennis Court [] Trash Chute [x] Other: Playground area; 3 barbeque areas; 3 areas set aside for car washing

a.	Condition and Expected Useful	Life of Structural Corr	ponents, Mechanical, and E	lectrical Insta
	N/A			
b.	Compliance With Building Cod	e and Municipal Regula	ations; Cost to Cure Violation	<u>ns</u>
	N/A			
<u>Co</u>	nformance to Present Zoning Co	<u>de</u>		
a.	[x] No variances to zoning co	ode have been granted		
	[] Variance(s) to zoning coo	le was/were granted as	s follows:	
		•		
b.	Conforming/Non-Conforming L	Jses, Structures, Lot		
	In general, a non-conforming	use, structure, or lot is	s a use, structure, or lot wh	nich was lawf
	time but which does not now c	onform to present zoni	ing requirements.	
		Conforming	Non-Conforming	lllegal
	Uses	X		
	Structures Lot	Xx		****
			or lot are either non-confo	•••
lf a	variance has been granted or a	IT LISES, IMPROVEMENTS		IMMING OF INDA
lf a	variance has been granted or ould consult with county zoning a	ir uses, improvements uthorities as to possible	e limitations which may appl	rming or illeg y.

Present Condition of Improvements

9.

conforming or illegal use, structure, or lot.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-

1.	<u>Common Elements:</u> Common Elements are those parts of the condominium project intended to be used by all apartment owners. They are owned jointly by all apartment owners.
	[×] Exhibit describes the common elements.
	[] As follows:
_	ti in 10 mars Flamenta Limited Common Flamenta and the common interest to the common bids and the common flamenta and the comm
2.	<u>Limited Common Elements:</u> Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.
	[] There are no limited common elements in this project.
	[x] The limited common elements and the apartments which may use them are:
	[x] described in ExhibitB
	[] as follows:
3.	Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used fo other purposes, including voting on matters requiring action by apartment owners.
	[x] ExhibitC describes the common interests for each apartment.
	[] As follows:

Common Elements, Limited Common Elements, Common Interest:

D.

E.	E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property.							
	Exhibit D describes the encumbrances against the title contained in the title report dated September 5, 1990 and issued by Title Guaranty of Hawaii, Incorporated.							
	Blanket Liens: A blanket lien is a mortgage on a condominium project that secures a construction loan. It is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.							
	[] There are no blanket liens affecting title to the indi-	vidual apartments.						
	[x] There are blanket liens which may affect title to the	e individual apartments.						
	Blanket liens (except for improvement district or developer conveys the apartment to a buyer. But defaults prior to conveying the apartment to buyer.	utility assessments) must be released before the uyer's interest will be affected only if the developer						
	Type of Lien	Effect on Buyer's Interest If Developer Defaults						
	Construction Loan	Buyer may not be able to acquire the apartment but Buyer will be entitled to a refund of his deposits.						
su	Construction Loan Mortgage not yet obtained, bubordinate to such mortgage lien.	ut all Buyer contracts will be subject and						
F.	Management of the Common Elements: The Association in managing the condominium project.	ration of the condominium project. The Association						
	Initial Managing Agent: When the developer or the developer's affiliate is the initial managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.							
	The initial managing agent for this condominium is:							
	[x] not affiliated with the Developer.							
	[] the Developer or the Developer's affiliate.							
	[] self-managed by the Association of Apartment C							
	[] other							

G. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and 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 to each apartment.

Exhibit E contains a schedule of maintenance fees and maintenance fee disbursements.

H. Utility Charges for Apartments:

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

Electricity	[] Television Cable
[] Gas	[x] Water & Sewer
Other	
[] Not applicable	

I. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

The Developer's sole warranty is described in Exhibit F attached hereto.

2. Appliances:

Developer makes no warranty as to appliances or other consumer products installed in any apartment or in the common elements. If there are any applicable manufacturer's or dealer's warranties, Developer will endeavor to pass on such warranties to purchasers.

J.	Status	of	Constr	uction	and	Estin	nated	Compl	etion	Date:

proj	Construction estimated to start by December 1, 1990. The estimated completion date for the ect is December 1, 1991.
K.	Project Phases: The developer [] has [x] has not reserved the right to add to, merge, or phase this condominium.
	Summary of Developer's Present Plans for Future Development:
L.	Sales Documents Filed With the Real Estate Commission:
	Sales documents on file with the Real Estate Commission include but are not limited to:
	[] Notice to Owner Occupants
	[x] Specimen Sales Contract
	Exhibit contains a summary of the pertinent provisions of the sales contract.
	[x] Escrow Agreement dated August 15, 1990
	ExhibitH contains a summary of the pertinent provisions of the escrow contract.
	[] Other

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

The Ho'omaka Village Project is being developed and marketed in cooperation with the Department of Housing and Community Development (DHCD") of the City and County of Honolulu (the "City") and is intended to make available affordable housing to would-be purchasers whose incomes do not exceed 140% of the median income (adjusted for family size) for the Honolulu Metropolitan Statistical Area ("Gap Group Income Purchasers"). As a result, apartment units in the Project will be sold at prices below the market value of comparable housing units as determined by DHCD and the Developer, and the units will be made available only to persons who qualify as Gap Group Income Purchasers. In addition, to be eligible to purchase a unit, an applicant for purchase must:

- 1. Be a U. S. citizen or permanent resident alien;
- 2. Be a bona fide resident of the State of Hawaii;
- 3. Be at least 18 years of age;
- 4. Represent that the applicant intends to become an owner-occupant and agree that the unit will be occupied by the applicant and will not be rented;
- 5. Represent that the applicant does not own property anywhere which is suitable for dwelling purposes; and
- 6. Submit personal information, including income tax returns, by which DHCD will evaluate the applicants eligibility to purchase.

A description of the eligibility requirements and the required personal information, representations and agreements are specifically contained in an "Owner-Occupant Affidavit" form and a "Housing Application" form, both of which must be filled-in and executed by all prospective purchasers. These forms, together with an instruction sheet, are attached to this Report as Exhibit "I". PROSPECTIVE PURCHASERS ARE URGED TO REVIEW THESE FORMS BEFORE APPLYING TO PURCHASE A UNIT IN THE PROJECT.

Prospective purchasers should also be aware that because of the advantageous pricing of units and in order to enforce the owner-occupant agreement of the purchaser, each deed to an apartment unit will contain restrictions on the use, occupancy and transfer of the unit and a "buy-back" option in favor of the City which will remain in force for a certain period of time ranging from 2 to 10 years. In essence, the deed restrictions and option provide that during the period of time prescribed in the deed, if the purchaser wishes to resell the unit, or if the purchaser leases or rents the unit, or if the purchaser ceases to use the unit as the purchaser's principal residence, the City will have the option to "buy-back" the unit at a limited price equal to: (i) the original purchase price of the unit, plus (ii) the original cost of improvements to the unit made by the purchaser, plus (iii) interest on the purchaser's original equity in the unit at the rate of seven percent (7%) per annum. The full text of the restrictions and option in favor of the City is attached to this Report as Exhibit "J" and is also contained in the "Specimen Deed" submitted with this Condominium Registration. PROSPECTIVE PURCHASERS ARE URGED TO REVIEW AND CONSIDER WITH CARE THE FULL TEXT OF THE RESTRICTION AND OPTION PROVISIONS SET FORTH IN EXHIBIT "J" AND THE SPECIMEN DEED.

To implement the marketing program, eligible applicants for purchase will be divided into 3 categories, or groups, based on their level of income and family size. Similarly, the apartment units available for purchase will be divided into 3 price range

groups, with price variations for apartments within each group being based on the unit type and location within the Project. In addition, the prescribed period of time during which the above-described deed restrictions on use, occupancy and transfer and the buy-back option in favor of the City will remain in effect will differ for each apartment price range group. The purchaser income level groups and corresponding apartment price range groups and prescribed restriction and buy-back option periods are as follows:

Purchaser:	Group "A"	Group "B"	Group "C"
Family Size	80% of median income and below	120% of median income and below	140% ofmedian income and below
1 2 3 4 5	\$23,050 \$26,350 \$29,650 \$32,950 \$35,000	\$34,560 \$39,600 \$44,400 \$49,440 \$53,400	\$40,320 \$46,200 \$51,940 \$57,680 \$62,300
Apartment Price Range:	\$79-99,000	\$122-148,000	\$154-174,000
Restriction and Buy-Back Option Period:	10 years	5 years	2 years

Subject to availability, an eligible prospective purchaser will be allowed to select and purchase an apartment unit in the price range group which corresponds to the purchaser's income level group or a unit in a higher price range group. However, the prospective purchaser will not be allowed to purchase an apartment in a price range group lower than the purchaser's corresponding income level group. For instance, an eligible purchaser in Group "B" will be allowed to purchase an apartment unit in Group "B" or Group "C" but not a unit in Group "A". PROSPECTIVE PURCHASERS SHOULD UNDERSTAND THAT THERE ARE A CERTAIN NUMBER OF APARTMENT UNITS IN EACH PRICE RANGE GROUP. WHEN ALL UNITS IN A CERTAIN PRICE RANGE GROUP HAVE BEEN SOLD, NO FURTHER UNITS WILL BE AVAILABLE IN THAT PRICE RANGE. A list of the apartment units in the Project indicating unit Type and price range category is attached to this Report as Exhibit "K".

Additionally, the land under development has certain reservations and exceptions, more particularly described in deed dated December 21, 1983, filed as Document No. 1209274, recorded in Liber 17537 at Page 36.

Among other things, the reservations include: "the perpetual right and easement over and upon the premise to discharge, emit or transmit surface water run off, noise, smoke, soot, dust, lights, vapors, odors and other substances and phenomena of every description created by and resulting from the burning of sugar canes and bagasse, milling, generating power, trucking, hauling and other activities incidental to the operation of a sugar cane plantation or alternative energy projects, and the grantees, successor and assigns does hereby waive any and all claims under any law whatsoever against the Grantor."

Purchasers and prospective purchasers should be cognizant of the above mentioned reservations and exceptions, and purchases of units in the project will be made with the existence of these reservations and exceptions.

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

<u>Preliminary Report:</u> Sales made by the Developer are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

- The Developer delivers to the buyer a copy of:
 - a. Either the Final Public Report <u>OR</u> the Supplementary Public Report which has superseded the Final Public Report;

AND

- b. Any other public report issued by the Commission prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- 2. The buyer is given an opportunity to read the report(s); and
- 3. One of the following has occurred:
 - a. The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - b. Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - c. The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

- There is a material change in the condominium which directly, substantially, and adversely affects (a) the
 use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for
 buyer's use; and
- 2. The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

- 1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
- 2. Declaration of Condominium Property Regime and Condominium Map.
- 3. Bylaws of the Association of Apartment Owners.
- 4. House Rules.
- 5. Escrow Agreement.
- 6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
- 7. Other Specimen Apartment Deed

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs.

This Public Report is a part of Registra	ition No. 2311	filed with th	ne Real Estate	Commission	on
September 18, 19	90 -				
Reproduction of Report. When reproduce	ed, this report must be on:				
[X] yellow paper stock [white paper stock		[] pink pap	er stock	
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PETER N. YANAGAWA, Chairman REAL ESTATE COMMISSION STATE OF HAWAII

Distribution:

Bureau of Conveyances
Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu
Federal Housing Administration
Escrow Agent

EXHIBIT "A"

<u>COMMON ELEMENTS</u>: The Condominium Declaration states that the common elements consist of:

- (a) The Land in fee simple.
- (b) All foundations, floor slabs, columns, girders, beams, supports, load-bearing walls, main walls, interior walls separating adjacent apartments in the same building (except the inner decorated surfaces of such walls), and roofs of the buildings; all exterior stairs, stairways, landings and railings (except lanai railings); and other building appurtenances, including but not limited to, the electrical cabinets and the compartments for waterheaters located on the exteriors of the buildings.
- (c) All yards, grounds, landscaping, fences (including those fences which enclose the limited common element yard areas adjoining ground floor apartments), and refuse areas and facilities, and the "Playground", "Barbeque" and "Car Wash" areas shown on the proposed Condominium Map and facilities thereon.
- (d) All sidewalks, pathways, parking areas, parking stalls (including 25 Visitor Parking Stall Nos. 2C, 3C, 4C, 18C, 48C, 49C, 50C, 51C, 52C, 150, 151, 228C, 229C, 230C, 231C, 265C, 315C, 316C, 319C, 342C, 343C, 344C, 345C, 346C, 379), driveways and roads within the Condominium.
- (e) All ducts, electrical equipment, transformers, wiring and other central and appurtenant installations for power, light, water, sewer, gas and telephone; all pipes, plumbing, wires, conduits or other utility or service lines, which are used by or serve more than one apartment, including any such lines that run through any apartment; and central air conditioning and like central utilities, if installed.
- (f) All the benefits, if any, inuring to the Land or to the Project from all easements shown on the proposed Condominium Map or listed in the proposed Condominium Declaration.
- (g) All other portions of the land and improvements that are not specifically designated for use by one or more specific apartments, but which are intended for common use, and all other devices and installations the use of which exists for, is rationally allocated to or is necessary to the existence, upkeep and safety of more than one apartment or the Condominium Project as a whole.

EXHIBIT "B"

<u>LIMITED COMMON ELEMENTS</u>: Certain parts of the common elements, called "limited common elements", are set aside and reserved for the exclusive use of certain apartments. The limited common elements are as follows:

(a) Each apartment will have appurtenant to it at least one parking stall. The proposed Condominium Map identifies each stall by a parking stall number. The "C" designation indicates that the parking stall is a "compact" parking stall. A listing of the parking stalls and the apartments to which they will be appurtenant initially, as set forth in the proposed Condominium Declaration, is as follows:

1-101 397 4-101 39 1-102 393 4-102 37 1-103 395 4-103 41C 1-104 326 4-104 43C 1-201 396 4-106 55 1-202 392 1-203 394 1-201 38 1-204 327 4-202 36 2-101 12 4-203 40 2-102 8 4-205 54 2-103 20C 4-206 56 2-104 22C 2-105 26 5-101 60 2-105 26 5-101 60 2-203 21C 5-201 61 2-202 10 5-104 67 2-203 21C 5-201 61 2-204 23 5-202 59 2-205 27 5-203 66 3-101 28 6-101 69 3-102 30 6-102 71 3-101 33 6-104 77 3-201 29 6-105 79 3-202 31 3-203 344 6-201 70 3-204 32 6-204 78 3-205 57 6-203 76 6-204 78 3-206 6-207 78	BUILDING/ APARTMENT NO.	STALL NO.	BUILDING/ APARTMENT NO.	STALL NO.
1-102 393 4-102 37 1-103 395 4-102 37 1-104 326 4-103 41C 1-104 326 4-105 53 1-201 396 4-106 55 1-202 392 1-203 394 1-204 327 4-202 36 2-101 12 4-203 40 2-101 12 4-204 42C 2-102 8 4-205 54 2-103 20C 4-206 56 2-104 22C 2-105 26 5-101 60 2-105 26 5-102 58 2-201 11 5-103 65 2-202 10 5-104 67 2-203 21C 5-201 61 2-204 23 5-202 59 2-205 27 5-203 66 2-206 25 5-204 68C 3-101 28 6-102 71 3-102 30 6-102 71 3-103 35 6-104 77 3-201 29 6-105 79 3-202 31 3-202 31 3-203 34 6-201 70 3-204 32 6-203 76 6-204 78 6-205 80	1-101	397	t. 101	20
1-103				
1-104 326 4-104 43C 1-201 396 4-105 53 1-202 392 1-203 394 4-201 38 1-204 327 4-202 36 2-101 12 4-203 40 2-102 8 4-204 42C 2-103 20C 4-206 56 2-104 22C 2-105 26 5-101 60 2-106 24 5-102 58 2-201 11 5-103 65 2-202 10 2-203 21C 5-201 61 2-204 23 5-202 59 2-204 23 5-202 59 2-205 27 5-203 66 2-206 25 5-204 68C 3-101 28 6-101 69 3-102 30 6-102 71 3-201 33 6-104 77 3-201 29 6-105 79 3-202 31 3-203 344 6-201 70 3-204 32 6-202 72 3-203 320 76 6-204 78 6-204 78 6-204 78				
1-201				
1-201	1 10.	52 0		
1-202	1-201	396		
1-203			4-106	55
1-204 327 4-202 36 2-101 12 4-203 40 4-205 54 2-103 20C 4-206 56 2-104 22C 2-105 2-106 24 5-102 58 2-201 11 5-102 58 2-201 11 5-103 65 2-202 10 2-203 21C 2-204 23 5-202 2-205 2-206 25 5-201 61 2-205 2-206 25 5-201 61 62 63 65 65 65 67 68 68 6-101 69 69 61-102 71 71 72 73 73 74 70 70 70 70 70 70 70 70 70				••
2-101				
2-101	1 20 ,	<i>521</i>		
2-102	2_101	12		
2-103				
2-104 2-105 2-106 2-106 2-106 2-106 2-106 2-106 2-106 2-106 2-106 2-106 2-106 2-106 2-106 2-106 2-106 2-107 3-202 2-201 2-202 2-203 2-204 2-203 2-204 2-205 2-206 2-207 2-204 2-208 3-101 2-208 3-101 3-102 3-103 3-104 3-104 3-104 3-104 3-104 3-201 3-201 3-201 3-202 3-203 3-204 3-204 3-206 3-207 3-204 3-206 3-207 3-204 3-207 3-204 3-208 3-209 3-209 3-209 3-204 3-209				
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2-106				
2-201 11 5-103 65 2-202 10 2-203 21C 5-201 61 2-204 23 5-202 59 2-205 27 5-203 66 2-206 25 5-204 68C 3-101 28 6-101 69 3-102 30 6-102 71 3-103 35 6-103 75 3-104 33 6-104 77 3-201 29 6-106 81 3-202 31 32 6-202 72 3-203 3-204 32 6-202 72 6-203 76 6-203 76 6-204 78 6-205 80				
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3-204 32 6-202 72 6-203 76 6-204 78 6-205 80				
6-202				
6-204 78 6-205 80	ノームひサ	26		
6–205 80				
(20 (
6-206 82			6-206	82

BUILDING/ APARTMENT NO.	STALL NO.	BUILDING/ APARTMENT NO.	STALL NO.
7-101	83	11-101	349
7-102	85	11-102	347
7-103	90	11-103	354
7-104	88	11-104	356
. 10.	00	11-105	362
7-201	84	11-106	364
7-202	86	11 100	JU 1
7-203	89	11-201	350
7-204	87	11-202	348
, 204	37	11-203	355
8-101	93	11-204	
8-102	91	11-204	357
8-103	103	11-206	363 365
8-104	105	11-200	365
8-10 <i>4</i> 8-10 <i>5</i>	108	12-101	118C
8-106	110	12-101	120C
8-100	110	12-102	
8-201	94	12-103	122C
8-201 8-202	92	12-104	124
			126
8-203	104	12-106	128
8-204 8-20 <i>5</i>	106 109	12 201	1100
8-20 <i>5</i> 8-206		12-201 12-202	119C
8-206	111	12-202	121C
0.101	116		123C
9-101	116	12-204	125
9-102	114	12-205	127
9-103	380	12–206	129
9-104	378	13 101	124
0.201	1 1 7	13-101 13-102	134
9-201 9-202	117		132
9-202	115 377	13-103	130
9-203 9-204	377 376	13-104 13-105	145
7-204	376		143
10-101	274	13-106	140
	374 373	13-201	125
10-102 10-103	382		135
10-103	383	13-202	133
10-104	389	13-203 13-204	131
10-106		13-204	144
10-106	391		142
10-201	275	13-206	141
	37 <i>5</i>	1/- 101	1.20
10-202	372	14-101	139
10-203	381	14-102	137
10-204	384	14-103	149
10-205	388	14-104	147
10-206	390		

BUILDING/ APARTMENT NO.	STALL NO.	BUILDING/ APARTMENT NO.	STALL NO.
	120		
14-201	138	18-101	190
14-202	136	18-102	201
14-203	148	18-103	167C
14-204	146	18-104	165C
		18-105	193 & 194
15-101	210	18-106	197 & 198
15-102	209		
15-103	156	18-201	191
15-104	158	18-202	192
15-105	203	18-203	168C
15-106	202	18-204	166C
22 222		18-205	195 & 196
15-201	152	18-206	199 & 200
15-202	153	10 200	1)) & 200
15-203	157	19-101	237
15-204	159	19-102	239
15-205	160	19-103	241
15-206	161	19-104	244
19-200	101	19-105	247
16-101	172	19-106	248
16-102	170	17-106	248
16-103	169	19-201	238
16-104	176C	19-201	240
16-105	178C	19-202	240
16-106	162	19-204	
16-106	162	19-204	243
16-201	173		245
16-202	171	19-206	246
16-202	174C	20-101	251
16-204	17.4C 17.5C		251
16-204	177C	20-102	261C & 262C
16-206	163C	20-103	257 & 258
16-206	1630	20-104	253 & 254
17-101	179	20-201	249
17-102	181	20-202	263C & 264C
17-103	183	20-203	259 & 260
17-104	184	20-204	255 & 256
17-105	186		255 & 250
17-106	189	21-101	268
		21-102	269
17-201	180	21-103	289
17-202	182	21-104	275
17-203	164C	22 201	has s
17-204	185	21-201	271
17-205	187	21-201	270
17-206	188	21-202	290
		21-204	276
		21-20T	270

BUILDING/		BUILDING/	
APARTMENT	STALL	APARTMENT	STALL
NO	NO.	NO	NO.
22 101	294	22.201	302
22-101		23-201	-
22-102	292	23-202	300
22-103	297	23-203	308
22-104	295	23-204	305
22-201	291	24-101	328
22-202	293	24-102	330
22-203	298	24-103	335
22-204	296	24-104	338
23-101	301	24-201	329
23-102	299	24-202	331
23-102	307	24-203	336
		·	
23-104	306	24-204	337

Visitor Parking Stalls (indicated on Condominium Map by the letter "G"): 2C, 3C, 4C, 18C, 48C, 49C, 50C, 51C, 52C, 150, 151, 228C, 229C, 230C, 231C, 265C, 315C, 316C, 319C, 342C, 343C, 344C, 345C, 346C, 379

Additional Stalls
Appurtenant to
Apartment 1-101
Available for Purchase:

1C, 5C, 6, 7, 9, 13, 14, 15, 16C, 17C, 19C, 44C, 45C, 46C, 47C, 57, 62, 63, 64, 73, 74, 95, 96, 97, 98, 99, 100, 101, 102, 107, 112, 113, 154, 155, 204, 205, 206, 207, 208, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221C, 222C, 223C, 224C, 225C, 226C, 227C, 232C, 233C, 234C, 235C, 236C, 250, 252, 266, 267, 272, 273, 274, 277, 278, 279, 280C, 281C, 282C, 283C, 284C, 285C, 286, 287, 288, 303, 304, 309C, 310C, 311C, 312C, 313C, 314C, 317C, 318C, 320C, 321C, 322C, 323C, 324, 325, 332, 333, 334, 339C, 340C, 341C, 351, 352, 353, 358, 359, 360, 361, 366, 367, 368, 369, 370, 371, 385, 386, 387

(NOTE: Those stalls listed as "Visitor" stalls will remain common elements. The other stalls may be transferred between apartments in the manner provided for in the proposed Condominium Declaration, as long as at least one stall is appurtenant to each apartment. The Developer may sell to various purchasers one or more of the additional 25 parking stalls listed as appurtenant to Apartment 1-101 and may also change parking stall assignments as long as at least one parking stall is assigned as a limited common element to each apartment. The parking stall or stalls assigned to an apartment shall be listed in the Apartment Deed from the Developer.)

- (b) Each fenced-in yard area is a limited common element appurtenant to the first floor apartment which such yard area adjoins. The outer limit of each such yard area is deemed to be the interior surface of the fence (i.e., the surface facing the apartment) enclosing the area.
- (c) Each compartment containing hot waterheaters and located on the exterior of the buildings adjacent to apartments are limited common elements to such ground level apartments and to the second story apartments above them which are served by the waterheaters contained therein.

- (d) The concrete pad outside the door of each ground level apartment is a limited common element appurtenant to that apartment. Each stairway and second story landing providing access to a second story apartment is a limited common element appurtenant to that apartment. Those stairways and landings or lanais which serve two second story apartments shall be limited common elements appurtenant to both of the apartments so served, provided that the portion of such second story landing or lanai directly adjacent to the entrance of a second story apartment is a limited common element appurtenant to that apartment only.
- (e) Each mailbox bearing the same designation as an apartment is a limited common element to that apartment.

All costs and expenses pertaining to limited common elements are to be charged to the apartment or apartments to which the limited common element appertains pursuant to the proposed Condominium Declaration and Section 514A-15(a) of the Horizontal Property Act. If a limited common element is appurtenant to two or more apartments, such costs and expenses shall be charged to both. Thus, if a limited common element is appurtenant to two apartments, one-half of such costs and expenses will be charged to each apartment; provided, however, that as permitted in the proposed Condominium Declaration, the Board of Directors of the Association may assess certain of such costs and expenses in proportion to the common interest appurtenant to each of the apartments involved. Apartment owners shall be responsible for the maintenance and repair of their limited common elements.

END OF EXHIBIT "B"

EXHIBIT "C"

INTEREST TO BE CONVEYED AN APARTMENT BUYER: The proposed Condominium Declaration provides that the undivided interest in the common elements appurtenant to each apartment for voting and all other purposes (the "common interest") will be as follows:

Type and Number of Apartments	Apartment Numbers	Percentage of Undivided Interest For Each Apt.	Total Percentage Interest For Each Apt. Type
Type A (52):	1-104, 1-204, 2-101, 2-102, 2-104, 2-106, 2-201, 2-202, 2-205, 2-206, 4-101, 4-102, 4-105, 4-106, 4-201, 4-202, 4-205, 4-206, 6-101, 6-102, 6-105, 6-106, 6-201, 6-202, 6-205, 6-206, 8-101, 8-102, 8-105, 8-106, 8-201, 8-202, 8-205, 8-206, 10-101, 10-102, 10-105, 10-106, 10-201, 10-202, 10-205, 10-206, 11-101, 11-102, 11-105, 11-106, 11-201, 11-202, 11-205, 11-206, 20-101, 20-102	.4206	21.8712
Type B (28):	1-103, 1-203, 2-103, 2-105, 2-203, 2-204, 4-103, 4-104, 4-203, 4-204, 6-103, 6-104, 6-203, 6-204, 8-103, 8-104, 8-203, 8-204, 10-103, 10-104, 10-203, 10-204, 11-103, 11-104, 11-203, 11-204, 20-102, 20-202	.4206	11.7768
Type C (80):	1-101, 1-102, 1-201, 1-202, 3-101, 3-102, 3-103, 3-104, 3-201, 3-202, 3-203, 3-204, 5-101, 5-102, 5-103, 5-104, 5-201, 5-202, 5-203, 5-204, 7-101, 7-102, 7-103, 7-104, 7-201, 7-202, 7-203, 7-204, 9-101, 9-102, 9-103, 9-104, 9-201, 9-202, 9-203, 9-204, 14-101, 14-102, 14-103, 14-104, 14-201, 14-202, 14-203, 14-204, 20-103, 20-104, 20-203, 20-204, 21-101, 21-102, 21-103, 21-104, 21-201, 21-202, 21-203, 21-204, 22-101, 22-102, 22-103, 22-104, 22-201, 22-202, 22-203, 22-204, 23-101, 23-102, 23-103, 23-104, 23-201, 23-202, 23-203, 23-204,		

```
24-101, 24-102, 24-103, 24-104,
                 24-201, 24-202, 24-203, 24-204
Type D (84):
                 12-101, 12-102, 12-103, 12-104,
                                                       .3645
                                                                                30.6180
                 12-105, 12-106, 12-201, 12-202,
                 12-203, 12-204, 12-205, 12-206,
                 13-101, 13-102, 13-103, 13-104,
                 13-105, 13-106, 13-201, 13-202,
                 13-203, 13-204, 13-205, 13-206,
                 15-101, 15-102, 15-103, 15-104,
                 15-105, 15-106, 15-201, 15-202,
                 15-203, 15-204, 15-205, 15-206,
                 16-101, 16-102, 16-103, 16-104,
                 16-105, 16-106, 16-201, 16-202,
                 16-203, 16-204, 16-205, 16-206,
                 17-101, 17-102, 17-103, 17-104,
                 17-105, 17-106, 17-201, 17-202,
                 17-203, 17-204, 17-205, 17-206,
                 18-101, 18-102, 18-103, 18-104,
                 18-105, 18-106, 18-201, 18-202,
                 18-203, 18-204, 18-205, 18-206,
                 19-101, 19-102, 19-103, 19-104,
                 19-105, 19-106, 19-201, 19-202,
                 19-203, 19-204, 19-205, 19-206
```

The common interest is based upon the net living area in square feet for that apartment divided by the total net living area of all apartments, rounded off so that the total of all the common interest for all apartments equals 100%.

100.000%

Grand Total

Each apartment owner will be assessed a share of all common expenses of the Condominium Project equal to the common interest appurtenant to his or her apartment. All expenses pertaining to limited common elements will be assessed in the manner described under the heading LIMITED COMMON ELEMENTS.

END OF EXHIBIT "C"

EXHIBIT "D"

Encumbrances Against Title

 Real Property Taxes for the Fiscal Year July 1, 1990 - June 30, 1991. (see tax statement attached)

Tax Key: 9-4-007-013 (1) Area assessed: 220.376 acres

As the credits in the Office of the Tax Assessor have not been posted to date, it is possible that the first installment has been paid. If so, a receipt for the same may be produced.

 Reservations and exceptions contained in Deed dated December 21, 1983, filed as Document No. 1209274, recorded in Liber 17537 at Page 36, to-wit:

"Reserving and excepting to the Grantor, its successors and assigns forever, as appurtenant to the lands of the Grantor located in the district of the Premises now owned and used or hereafter acquired and used by the Grantor, its successors and assigns, in its sugar plantation operations, the perpetual right and easement over and upon the Premises to discharge, emit, or transmit surface water runoff, noise, smoke, soot, dust, lights, vapors, odors and other substances and phenomena of every description created by and resulting from the reasonable operations of the Grantor, its successors and assigns, in burning sugar cane and bagasse, milling, generating power, trucking, hauling and all other activities incidental to the operation of a sugar cane plantation or alternative energy projects; and Grantee, its successors and assigns, does hereby waive any and all claims under any law whatsoever against Grantor arising therefrom.

Reserving and excepting, further, to the Grantor, its successors and assigns, the right to create and designate easements in either fee simple or leasehold and either nonexclusive or exclusive, for the construction, installation, operation, maintenance, replacement and removal of facilities for ditches, pipelines, tunnels, reservoirs, ponds, well pumps, roads, water, sewer, irrigation, drainage, electrical, utility, and communication purposes, together with the right of access over such easement areas for the aforesaid purposes and the right to grant to the United States of America, the State of Hawaii, the City and County of Honolulu, or any other appropriate governmental agency or public or private utility or other corporation or person easements for such purposes over the easement areas."

- 3. CERTIFICATE dated March 31, 1986, recorded in Liber 19393 at Page 686, by AMFAC PROPERTY DEVELOPMENT CORP., a Hawaii corporation; re: reclassification of land from Agricultural district to Urban district, aubject to the conditions set forth therein. (not noted on Transfer Certificate(s) of Title referred to in Schedule C)
- 4. CERTIFICATE dated April 16, 1986, filed as Document No. 1366767, recorded in Liber 19447 at Page 217, by AMPAC PROPERTY INVESTMENT CORP., a Hawaii corporation; re: reclassification of land from Agricultural district to Urban district, subject to the conditions set forth therein.
- Unilateral Agreement and Declaration of Conditional Zoning dated November 14, 1986, filed as Document No. 1416018, recorded in Liber 20054 at Page 522.

END OF EXHIBIT "D"

HO'OMAKA VILLAGE

EXHIBIT E

ESTIMATE OF INITIAL MAINTENANCE FEES

and

ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Type Unit	Monthly x 12 months = 1	Yearly Total
A (.4206)	\$ 91.90	\$1,102.80
B (.4206)	\$ 91.90	\$1,102.80
C (.4464)	\$ 97.54	\$1,170.48
#1-101 (.4684)	\$102.35	\$1,228.20
D (.3645)	\$ 79.64	\$ 955.68

s-90-8511 08/21/90/hy

HO'OMAKA VILLAGE

ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Monthly x 12 months = Yearly Total

Utilities and Services		
Air Conditioning Electricity		
(x) common elements only() common elementsand apartments	\$ 1,000	\$ 12,000
Refuse Collection	2,970	35,640
Water and Sewer	6,800	81,600
Maintenance, Repairs and Supplies		
Building	200	2,400
Grounds	3,050	36,600
<u>Management</u>		
Management Fee	2,650	31,800
Office Expenses	175	2,100
Insurance	3,700	44,400
Reserves	1,000	12,000
Taxes and Government Assessments	50	600
<u>Audit Fees</u>	155	1,860
Other	100	1,200
TOTAL	\$21,850	\$262,200

I/We, Chaney, Brooks & Company, as managing agents for the condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Mary Lou Nagi/ Vice-President

Date: 22 (lug 96

s-90-8511 08/21/90/hy

EXHIBIT "F"

WARRANTY OF COMPLETION OF CONSTRUCTION IN SUBSTANTIAL CONFORMITY WITH APPROVED PLANS AND SPECIFICATIONS

Property Location:	Purchaser(s)/Owner(s):

For good and valuable consideration the undersigned Warrantor hereby warrants to the Purchaser(s) or Owner(s) identified in the caption hereof, and to his (their) successors or transferees, that:

The dwelling located on the property identified in the caption hereof is constructed in substantial conformity with the plans and specifications (including any amendments thereof, or changes and variation therein) which have been approved in writing by the Federal Housing Commissioner or the Administrator of Veterans Affairs on which the Federal Housing Commissioner or the Administrator of Veterans Affairs based his valuation of the dwelling: Provided, however, that this warranty shall apply only to such instances of substantial nonconformity as to which the Purchaser(s)/ Owner(s) or his (their) successors or transferees shall have given written notice to the Warrantor at any time or times within: (a) with respect to the dwelling unit, one (1) year, and (b) with respect to the common elements, two (2) years from the date of the original conveyance of title to such Purchaser(s)/Owner(s) or the date of initial occupancy of the dwelling, whichever first occurs: Provided further, however, that in the event the Purchaser(s)/Owner(s) acquired title to the captioned property prior to the completion of construction of the dwelling thereon, such notice of nonconformity to the Warrantor may be given at any time or times within: (a) with respect to the dwelling unit, one (I) year, and (b) with respect to the common elements, two (2) years from the date of completion or initial occupancy of such dwelling, whichever first occurs.

The term "dwelling" as used herein shall be deemed to include all improvements or appurtenances set forth in the plans and specifications upon which the Federal Housing Commissioner or the Administrator of Veterans Affairs has based his valuation of the property, excepting those constructed by a municipality or other governmental authority.

This warranty shall be in addition to, and not in derogation of, all other rights and privileges which such Purchaser(s)/Owner(s) may have under any other law or instrument, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Purchaser(s)/Owner(s), and shall be binding on the Warrantor notwithstanding any provision to the contrary contained in the contract of purchase or other writing executed by the Purchaser(s)/Owner(s) heretofore or contemporaneously with the execution of this agreement or prior to final settlement.

	Y WHEREOF, the Warr, 19_		and sealed this warrant
(Warrantor's A	ddress)	ByWarrantor (S	(Seal) ignature and Title)
Commissioner or the a mortgage on the cand verified that he	Administrator of Veteral ptioned property, and the	ns Affairs to make e person signing fo te the same by	cing the Federal Housing, to guarantee or to insulor the Warrantor representhe Warrantor and by hitions of said warranty.
	WARI	NING	
transactions," way the actionary statement \$3,000 or implications Statutes promisrepresenta	provides: "Whoever, for nof such Administration, knowing the same to be prisoned not more than vide severe penalties tion made for the purposurance or the making irs.	r the purpose of nmakes, passes, e falseshall be two years, or bo for any fra se of influencing	influencing in any utters, or publishes fined not more than th." Other Federal ud as intentional the issuance of any
DELIVERED TO THE to the dwelling unit, (Warrantor shall inse	O PURCHASER: ANY E WARRANTOR NO LA and rt date 1 year or 2 years mpletion, whichever ever	TER THAN, as	NCONFORMITY MUST Is to the common elementupancy, date of conveyan
Receipt of	this warranty is acknow	ledged this	day of

EXHIBIT "G"

SUMMARY OF PERTINENT PROVISIONS OF THE SALES CONTRACT

The Sales Contract sets forth the time for and the amount of all payments toward the purchase price and all costs which are the purchaser's obligation. Prior to the issuance of a Final Report, the sales contract operates as a reservation only and may be cancelled by either Developer or Purchaser. A separate written affirmation of the sales contract must be signed by both parties after the final report is issued to convert the reservation into a binding contract. The documents also provide, in effect, that a Purchaser shall be entitled to a refund of his or her funds, and escrow shall make such refund if:

- (a) Escrow receives a written request from Developer to return to purchaser the funds of such purchaser then held by Escrow; or
- (b) If a purchaser's funds were obtained prior to the issuance of a Final Public Report and a request for refund is made prior to the issuance of the Final Public Report or prior to the time the parties sign a separate written affirmation of the Sales Contract; or
- (c) If a purchaser's funds were obtained prior to the issuance of a Final Public Report, and, the purchaser notwithstanding the execution by the parties of a written affirmation of the Sales Contract, exercises his or her right to cancel the Sales Contract at a time prior to the earlier of (1) the conveyance of the apartment to the purchaser, or (2) midnight of the thirtieth (30th) day following the date of delivery of the Final Public Report, provided that the purchaser has not previously waived his or her right to cancel; or
- (d) If a purchaser's funds were obtained after the issuance of a Final Public Report and the purchaser exercises his or her right to cancel the Sales Contract at a time prior to the earlier of (1) the conveyance of the apartment to purchaser or (2) midnight of the thirtieth (30th) day following the date of delivery of the Final Public Report, provided, however, that the purchaser has not previously waived his or her right to cancel; or
- (e) A purchaser cancels the Sales Contract because there is a material change in the Project which directly, substantially and adversely affects the use or value of (1) such purchaser's apartment or appurtenant limited common elements, or (2) those amenities of the Project available for such purchaser's use, unless the purchaser has waived his or her right of cancellation or deemed to have waived such right.

The Sales Contract contains the Developer's promise to complete the Project no later than two years from the date that a Final Public Report is issued. The 2-year period is subject to extensions of time for the occurrence of events outside of the Developer's control which make performance by the Developer within this period impossible as a matter of Hawaii law.

The Sales Contract also provides that by executing a Sales Contract, the purchaser thereby: (1) warrants that he or she has the ability to pay the purchase price for the apartment either from his or her own funds and/or the proceeds of a loan that the purchaser promises he or she can obtain; (2) acknowledges and agrees that obtaining such

a loan is the purchaser's sole responsibility, even if the Developer has made arrangements with a lender generally to provide financing; and (3) acknowledges and agrees that all mortgage liens and other security interests obtained by the construction lender in connection with a construction loan (as well as any extensions, renewals and modifications of that loan) will be and remain at all times a lien or charge on the Project prior and superior to any and all liens or charges arising from the Sales Contract or any other sale and/or reservation agreement with the purchaser. In addition, the specimen Sales Contract contains provisions which: (1) permit the Developer to keep the purchaser's payment deposits under certain circumstances if the Developer cancels a contract due to purchaser's default; (2) provide for "preclosing" of the Sales Contract; (3) provide the Developer with certain rights to modify the Condominium Documents; (4) provide that all interest earned on purchaser's funds will belong to the Developer; (5) limit warranties the purchaser will receive; (6) limit assignment of the Sales Contract; and (7) cover many other important matters that are not described in this Report.

By executing a Sales Contract, each prospective purchaser will consent and agree to the incremental development of this overall Project and the merger of this Project with other increments and will consent and agree to execute such additional documents and to do such other things necessary therefor. Purchaser's execution of a Sales Contract shall operate as an appointment of the Developer as a purchaser's attorney-in-fact to execute such documents and do such other things as are necessary or convenient for the incremental development of the overall project.

END OF EXHIBIT "G"

EXHIBIT "H" ESCROW AGREEMENT SUMMARY

The Escrow Agent sets forth that the Escrow Agent for the Ho'omaka Village condominium project is Security Title Corporation, as such Security Title Corporation will be responsible for the handling of purchase money for the apartment sales. The Escrow Agreement establishes how the proceeds from the sale of the apartments are placed in trust, as well as the retention and disbursement of this trust fund. According to the Agreement, down payment funds may not be released from escrow for the payment of development and construction costs, even though such use is permitted under Horizontal Property Act.

The Escrow Agreement also sets forth the duties and responsibilities of the Escrow Agent with respect to closing apartment sale transactions. Among other things the Escrow Agent shall be responsible for:

- (a) coordinating with the mortgage lenders of various purchasers, especially those primary institution(s) which have issued commitments to make apartment purchase money loans;
- (b) coordinating with title search and title insurance companies to see that the requisite title searches and title insurance documents are obtained to effect closings;
- (c) coordinating the signing of documents in connection with "pre-closing" and actual "closing";
 - (d) handling the recordation of all documents which must be recorded; and
- (e) handling the disbursement of funds in connection with the closing of apartment sales.

END OF EXHIBIT "H"

HO'OMAKA VILLAGE

INSTRUCTION SHEET

Thank you for your interest in the HO'OMAKA VILLAGE project. We are pleased to be the first developer chosen to provide affordable housing in the Waikele master planned community.

The following Buyer Information forms are required by the Developer and the City and County, Department of Housing and Community Development (DHCD) and must be filled out completely by all parties. INCOMPLETE FORMS WILL NOT BE ACCEPTED AND THEREFORE WILL CAUSE YOU TO BE DISQUALIFIED. Buyer information forms along with copies of your last two (2) years tax returns must be either delivered in person or mailed by certified mail to JPS Hawaii, Inc., 1001 Bishop Street, Pacific Tower, Suite 1060, Honolulu, Hawaii, 96813, no later than ten (10) business days from the date you signed up for the project. Applications received after the deadline will be placed on a waiting list after the last number.

- 1. Owner-Occupant Affidavit
 Please read and complete the necessary information. This
 form must be signed by all parties in front of a notary
 public. Please do not sign this form without a Notary
 Public present.
- 2. Housing Application Form Three (3) pages
 These pages must be completely filled out. All
 information will kept confidential and will be submitted
 to DHCD and our lender for their review and approval.

Should you need more space, please feel free to make copies of the pages and attach to the application form.

3. Tax Returns You must submit cop

You must submit copies of your 1988 and 1989 or last two (2) years of tax returns with all schedules attached to your DHCD application.

Once you have returned all the completed forms with your tax returns, your application will be reviewed and sent to DHCD and our lender for review. They will determine if you are an eligible buyer.

DO NOT PHONE OUR OFFICE FOR UPDATES ON YOUR APPLICATION. You will be notified by mail if you qualify or not. You will also be notified as to the date you must appear to make your unit selection and sign a sales contract. Should you not appear for your unit selection, you will be placed on a waiting list after the last number.

EVERY BLANK MUST BE FILLED IN. IF BLANKS DO NOT APPLY TO YOU, WRITE THE WORD "NONE" IN THE BLANK.

INCOMPLETE FORMS WILL BE DISQUALIFIED.

HO'OMAKA VILLAGE at WAIKELE

OWNER-OCCUPANT AFFIDAVIT

We,	the	unde	ersigne	d "OWI	ner-occ	cupants"	on th	is		d	ay of
					_, 19	, dec	lare th	nat we	are a	"Gap	Group
						e "owner y proje					OMAKA
We	under	rstar	d and a	agree	that:						
	-	m %		110	C=====	T	Dummh				

1. The term "Gap Group Income Purchaser" as used in this document, means a buyer whose income (including the income of all members of such buyer's household) does not exceed 140% of the median income (adjusted for family size) for the Honolulu Metropolitan Statistical Area as most recently determined by the U.S. Department of Housing and Urban Development. The following are current income limits by family size for the Project:

MEDIAN INCOME LIMITS

	GROUP "A"	GROUP "B"	GROUP "C"
Family Size	80% & below	120% & below	140% & below
1	23,050	34,560	40,320
2	26,350	39,600	46,200
3	29,650	44,400	51,940
4	32,950	49,440	57,680
5	35,000	53,400	62,300

- 2. By signing this document, we represent that we are a "Gap Group Income Purchaser" within the meaning of those terms, as defined in paragraph 1 above.
- 3. By signing this document, we represent that we intend to buy a residential unit in the Project and to become an owner-occupant of the unit.
- 4. By signing this document, we understand and agree that the residential unit which we purchase in the Project must be occupied by us and is not to be rented. The individuals listed below will occupy the unit:

N	ame	Age
· •		B
2		
3		
l. —		
- 5.		

- 5. By signing this document, we represent that we are citizens of the United States or resident aliens.
- 6. By signing this document, we represent that we are Bona Fide residents of the State of Hawaii.
 - 7. By signing this document, we authorize the City and County of Honolulu, by designated employees of the Department of Housing and Community Development, to periodically verify compliance with each of the provisions herein.

	OWNER-OCCUPANT(S)
ADDRESS	PURCHASER
CITY, STATE, ZIP CODE	PURCHASER
PHONE NO. (RESIDENCE)	PURCHASER
PHONE NO. (BUSINESS)	PURCHASER
STATE OF HAWAII) ; STATE OF HAWAII) STATE OF HAWAII) STATE OF HAWAII) STATE OF HAWAII)	SS
On this day of	19, before me
to me known to be the person(s)	described in and who executed the edged that they executed the same
Notary Public, First Judicial Ci State of Hawaii	ircuit
My Commission Expires:	

HO'OMAKA VILLAGE AT WAIKELE

HOUSING APPLICATION

MUST BE FILLED IN COMPLETELY.

Applicant:	Spouse:		
Address:			
Phone Residence:	Business:		
Number of Family Members to (Occupy Home:		
Total Family Income as Indica	ated on Tax Return(s)	: \$	
Are you a US citizen or resid	dent alien?	Yes	No
Are you at least 18 years of Are you a bona fide resident	age? of the State of Hawa	11?	
Will you live in the home? Do you own any other property purposes?	y suitable for dwelli		
Are your income tax returns	attached?	-	
Cash Available for Downpayme	nt: \$		
Employer:	Monthly In	come: \$	
Spouse's Employer:	Monthly In	come: \$	
Interest/Dividend:	Monthly Inc	come: \$	
Other:	Monthly Inc	come: \$	
Tot	al Family Monthly Inc	come: \$	
Monthly Bills - Auto(s)	Balance:\$	\$	/mo
Monthly Bills - Charge cards	Balance \$	\$	/mo
Monthly Bills - Credit Union	Balance \$	\$	/mo
Monthly Bills - Other	Balance \$	\$	/mo
Monthly Bills - Other	Balance \$	\$	/mc
Tota	al Balance \$	\$	/mo

SPECIAL CONDITIONS:

1. The information above is being provided by the applicant for the purposes of registration for the purchase of a home in the project listed above.

- 2. The applicant understands that placement on any waiting list will not be accepted unless the above information is complete and the tax returns are attached.
- 3. Applicant understands that application and placement on the waiting list does not guarantee applicant will qualify to purchase. Final determination will be made by the City Department of Housing & Community Development and the lending institution.
- I hereby certify that the information listed above is true and correct to the best of my knowledge.

APPLICANT	SPOUSE
DATE:	

HO'OMAKA VILLAGE

HOUSING APPLICATION - PAGE 2

Applicant:				
Las	st	First	Midd	le Intial(s)
Date of Birth	ı:	Sex:SS/	Alien ID No	
Co-Applicant:				
	Last	First	Midd	le Initial(s)
Date of Birtl	h:	Sex:SS/	Alien ID No	
Marital State	us: Single	Married	Separated/	Divorced
Current Addre	ess:			
Phone Res:		/Bu	s:	
			udes Utilities	: YesNo
			YOUR HOUSEHOL	
DIST DEDOM 1			1001. 1.000002	FOR OFFICE
				USE ONLY
Name	Relation	оби бех	Age Employer	verification
INCOME		FOR OFFICE	1	FOR OFFICE
		USE ONLY		USE ONLY
	Applicant	Verification	Co-Appl.	Verification
Base Pay			***************************************	
Overtime				
Commission				
Bonus				
Cola				
Other				
Total	\$			

Other -	Please explain:		
			_\$
			<u> \$ </u>
Total Mo	onthly \$	X 12 = Total Annual	\$
		Family Size:	
		Allowable Income	\$

HO'OMAKA VILLAGE

HOUSING APPLICATION - PAGE 3

LIST BANK ACC	COUNTS:			FOR OFFICE
INSTITUTION	BRANCH	TYPE	BALANCE	USE ONLY VERIFICATION
			\$	
			\$	
			\$	
			\$	
			\$	
LIST STOCKS/E				FOR OFFICE USE ONLY
NAME	STOCKS/ NO. C BONDS SHARE			VERIFICATION
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		Y		
LIST ALL REAL	ESTATE HOLDINGS:			
ADDRESS	MARKET	WHEN	MORTG	
ADDRESS	VALUE	ACQUIRE		
			\$	\$
			\$	\$
			\$	\$
Signature	-		Date	
Signature			Date	

END OF EXHIBIT "I"

EXHIBIT "J"

Full Text of Deed Restrictions on Use, Occupancy and Transfer and "Buy-Back" Option

PROVIDED, HOWEVER, THAT the use, occupancy and transfer of the premises described in Items FIRST and SECOND above (the "Apartment") shall be subject to the following restrictions and reservation of right, to wit:

For a period of ________ (________) years following the date of this Apartment Deed, if the Grantee wishes to transfer title to the Apartment, or if the Grantee leases or rents the Apartment or a portion thereof, or if the Grantee ceases to use and occupy the Apartment as Grantee's principal residence, the City and County of Honolulu (the "City") by and through its Department of Housing and Community Development ("DHCD") or any department of the City which succeeds to the functions of or replaces DHCD, shall have the right, in the nature of an option, to purchase and acquire the Apartment at a price (the "Option Purchase Price") which shall not exceed the sum of:

- (A) The original purchase price of the Apartment paid by the Grantee;
- (B) The original cost of any improvements added to the Apartment by the Grantee; and
- (C) Simple interest on the Grantee's original equity in the Apartment calculated at the rate of seven percent (7%) per annum from the date the Grantee acquires title to the Apartment to the date of acquisition by the City.

The City may exercise its option and purchase the Apartment either outright, free and clear of any and all mortgage liens on the Apartment, or by transfer subject to any existing mortgage lien(s).

If the City elects to make an outright purchase of the Apartment, the City shall insure that all existing mortgage liens and the indebtedness secured thereby are properly discharged. If the City elects to acquire the Apartment subject to existing liens, the City shall agree to assume and pay the balance of indebtedness secured by any purchase money first mortgage and any other recorded creditor's liens on the Apartment. The amount to be paid to the Grantee in such case shall be the difference between the Option Purchase Price described above and the sum of all indebtedness outstanding and assumed by the City at the time title to the Apartment is acquired.

The foregoing restrictions and the option in favor of the City shall not apply in the case of a partial transfer of title to the Apartment to a surviving Grantee by operation law upon the death of a Grantee who held title to the Apartment in joint tenancy with the surviving Grantee, provided that

the restriction and option shall remain in full force and effect with regard to any subsequent transfer by the surviving Grantee. Similarly, the foregoing restriction and option shall not apply in the case of a transfer of title upon the death of the Grantee by devise or the laws of descent, provided that the restrictions and option shall remain in full force and effect with regard to any subsequent transfer or rental of the Apartment by the devisee(s) or heir(s) at law of the Grantee, unless specifically waived in writing by the City.

The foregoing restrictions and the option in favor of the City shall not apply in the case of a transfer of title to the Apartment by or as a result of a mortgage foreclosure, exercise of a power of sale under a mortgage or a conveyance in lieu of foreclosure after a mortgage foreclosure action has been commenced, and said restriction and option may be forever extinguished by such foreclosure actions provided that the holder of the mortgage, prior to initiating foreclosure or exercising a power of sale under its mortgage, gives DHCD (or its successor or replacement department) ninety (90) days prior written notice of the mortgagor's default and its intention to foreclose or exercise power of sale and names the City as a party defendant in any mortgage foreclosure proceedings.

Any law to the contrary notwithstanding, as long as the foregoing restrictions and the option in favor of the City is in effect at the time foreclosure on the Apartment is initiated or a power of sale is exercised, the City shall be entitled to any and all proceeds of sale remaining after payment of the following: (i) all actual costs and expenses of foreclosure and sale, including sums necessary to discharge recorded creditors' liens and encumbrances; and (ii) the difference, if any, between the Option Purchase Price calculated as of the date that such foreclosure action is initiated or power of sale is exercised and the costs and expenses described in (i), which difference, if any, shall be payable to the Grantee.

Exercise of the foregoing option in favor of the City shall be in the sole and absolute discretion of the City, and nothing herein shall be deemed to require the City to exercise its option or to create the right in any third party to require the City to exercise its option. The prior or simultaneous exercise of an option by the City in the case of a proposed transfer or the unauthorized rental of another apartment in the same Condominium under similar circumstances as a proposed transfer or unauthorized rental of the Apartment conveyed by this Apartment Deed shall not in any way obligate the City to exercise its option to purchase in this case. Moreover, a specific waiver of its option or mere failure by the City to exercise its option in the case of a proposed transfer or the rental of the Apartment shall not extinguish the restrictions and option with regard to a subsequent proposed transfer or the rental of the Apartment, and the restrictions and option will remain in full force and effect with respect to same and shall bind the new owner of the Apartment, unless specifically waived in writing by the City.

In enforcing the foregoing restrictions and option, DHCD (or its successor or replacement department) may adopt and employ such reasonable means and procedures as are necessary to verify that the Apartment is being used and occupied by the Grantee or successor to the Grantee as the principal

residence and that the Apartment or a part thereof is not being leased or rented.

In any event, the foregoing restrictions on the use, occupancy and transfer of the Apartment and the reserved right in favor of the City shall expire of their own accord and be null, void and of no further force and effect, without need of any act or writing by the City, at 12:00 midnight on

EXHIBIT "K"

List of Apartments by Unit Type and Price Range Group

Price Range Group

<u>A(\$79-99,000)</u> Apt. No./Unit Type	B(\$122-148,000) Apt. No./Unit Type	C(\$154-174,000) Apt. No./Unit Type
12-101/D	1-103/B	1-101/C
12-102/D	1-104/A	1-102/C
12-103/D	1-203/B	1-201/C
12-104/D	1-204/A	1-202/C
12-105/D	2 20 1/11	1 202, 0
12-106/D	2-101/A	3-101/C
12-201/D	2-102/A	3-102/C
12-202/D	2-103/B	3-103/C
12-203/D	2-104/A	3-104/C
12-204/D	2-105/B	3-201/C
12-205/D	2-106/A	3-202/C
12-206/D	2-201/A	3-203/C
	2-202/A	3-204/C
13-101/D	2-203/B	
13-102/D	2-204/B	5-101/C
13-103/D	2-205/A	5-102/C
13-104/D	2-206/A	5-103/C
13-105/D		5-104/C
13-106/D	4-101/A	5-201/C
13-201/D	4-102/A	5-202/C
13-202/D	4-103/B	5-203/C
13-203/D	4-104/B	5-204/C
13-204/D	4-105/A	
13-205/D	4-106/A	7-101/C
13-206/D	4-201/A	7-102/C
	4-202/A	7-103/C
15-101/D	4-203/B	7-104/C
15-102/D	4-204/B	7-201/C
15-103/D	4-205/A	7-202/C
15-104/D	4-206/A	7-203/C
15-105/D		7-204/C
15-106/D	6-101/A	
15-201/D	6-102/A	9-101/C
15-202/D	6-103/B	9-102/C
15-203/D	6-104/B	9-103/C
15-204/D	6-105/A	9-104/C
15-205/D	6-106/A	9-201/C
15-206/D	6-201/A	9-202/C
16 101/5	6-202/A	9-203/C
16-101/D	6-203/B	9-204/C
16-102/D	6-204/B	11 12112
16-103/D	6-205/A	14-101/C
16-104/D	6-206/A	14-102/C
		14-103/C
		14-104/C

A(\$79-99,000) Apt. No./Unit Type	B(\$122-148,000) Apt. No./Unit Type	C(\$154-174,000) Apt. No./Unit Type
16-105/D	8-101/A	14-201/C
16-106/D	8-102/A	14-202/C
16-201/D	8-103/B	14-203/C
16-202/D	8-104/B	14-204/C
16-203/D	8-104/B 8-105/A	14-2047
16-204/D	8-106/A	20-103/C
16-205/D	8-201/A	20-105/C 20-104/C
16-206/D	8-201/A 8-202/A	20-203/C
10 200/2	8-202/A 8-203/B	20-205/C 20-204/C
17-101/D	8-204/B	20-204/ C
17-101/D 17-102/D	8-205/A	21-101/C
17-102/D 17-103/D		21-101/C 21-102/C
17-103/D 17-104/D	8-206/A	21-102/C 21-103/C
17-104/D 17-105/D	10-101/A	21-104/C 21-104/C
17-105/D 17-106/D	10-101/A 10-102/A	21-201/C
17-106/D 17-201/D	10-102/A 10-103/B	21-201/C 21-202/C
17-201/D 17-202/D		21-202/C 21-203/C
17-202/D 17-203/D	10-104/B	21-203/C 21-204/C
17-203/D 17-204/D	10-105/A	21-204/
17-204/D 17-205/D	10-106/A	22-101/C
17-205/D 17-206/D	10-201/A	22-101/C 22-102/C
17-206/10	10-202/A	22-102/C 22-103/C
18-101/D	10-203/B	
	10-204/B	22-104/C
18-102/D	10-205/A	22-201/C
18-103/D	10-206/A	22-202/C
18-104/D	11 101/4	22-203/C
18-105/D	11-101/A	22-204/C
18-106/D	11-102/A	22 101/6
18-201/D	11-103/B	23-101/C
18-202/D	11-104/B	23-102/C
18-203/D	11-105/A	23-103/C
18-204/D	11-106/A	23-104/C
18-205/D	11-201/A	23-201/C
18-206/D	11-202/A	23-202/C
10 101/5	11-203/B	23-203/C
19-101/D	11-204/B	23-204/C
19-102/D	11-205/A	24 101/6
19-103/D	11-206/A	24-101/C
19-104/D		24-102/C
19-105/D	20-101/A	24-103/C
19-106/D	20-102/B	24-104/C
19-201/D	20-201/A	24-201/C
19-202/D	20-202/B	24-202/C
19-203/D		24-203/C
19-204/D		24-204/C
19-205/D		
19-206/D		