

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer GENTRY HOMES, LTD. Address 560 North Nimitz Highway, Honolulu, Hawaii 96817-5315

Project Name (\*): THE LOFTS MODEL COMPLEX Address: Intersection of Kolowaka Drive & Ft. Weaver Road, Ewa Beach, Hawaii 96706 Individual street addresses are pending.

Registration No. 3794 Effective date: October 30, 1997 Expiration date: November 30, 1998

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits of value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

- X PRELIMINARY: (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.
FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
[ ] No prior reports have been issued.
[ ] This report supersedes all prior public reports.
[ ] This report must be read together with
SUPPLEMENTARY (pink) This report updates information contained in the:
[ ] Preliminary Public Report dated:
[ ] Final Public Report dated:
[ ] Supplementary Public Report dated:
And [ ] Supersedes all prior public reports
[ ] Must be read together with
[ ] This report reactivates the public report(s) which expired on

(\* ) Exactly as named in the Declaration

**Disclosure Abstract:** Separate Disclosure Abstract on this condominium project:

Required and attached to this report                       Not Required - disclosures covered in this report.

**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 report if they wish to know the specific changes that have been made.

No prior reports have been issued by the developer.

Changes made are as follows:

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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 the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. 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 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/tenants) 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 at the lessee's expense. 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.

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 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 project's 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.

## **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 the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the 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 important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: GENTRY HOMES, LTD. Phone: (808) 599-5558  
Name (Business)  
560 North Nimitz Highway  
Business Address  
Honolulu, Hawaii 96817

Names of officers or general partners of developers who are corporations or partnerships:

- Norman H. Dyer -- President/CEO
- Randolph K. Ouye -- Senior Vice President/COO
- Toshimasa Hosoda -- Senior Vice President - Planning
- Jeffrey C. Dinsmore - Vice President
- Dawn Suyenaga -- Vice President/Secretary
- John Shaw -- Vice President - Architecture
- Linda F.K. Nakata -- Vice President - Accounting/Treasurer
- Scott A. Choi -- Vice President - Finance

Real Estate Broker: GENTRY REALTY, LTD. Phone: (808) 599-5558  
Name (Business)  
560 North Nimitz Highway, Suite 210  
Business Address  
Honolulu, Hawaii 96817

Escrow: ISLAND TITLE CORPORATION  
Name  
1132 Bishop Street, Suite 400 Phone: (808) 531-0261  
Business Address (Business)  
Honolulu, Hawaii 96813

General Contractor: Developer is Owner/Builder Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business)

Condominium Managing Agent: CERTIFIED MANAGEMENT, INC. Phone: (808) 836-0911  
Name (Business)  
3179 Koapaka Street  
Honolulu, Hawaii 96819

Attorney for Developer: Dawn Suyenaga/Melinda Ching Phone: (808) 599-5558  
Name (Business)  
560 North Nimitz Highway, Suite 211  
Business Address  
Honolulu, Hawaii 96817

**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. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the apartment owners with respect to the project and 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.

- A. **Declaration of Condominium Property Regime** 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:

- Proposed  
 Recorded - Bureau of Conveyances: Document No. \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court Document No. \_\_\_\_\_

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

- B. **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:

- Proposed  
 Recorded - Bureau of Conveyances Condo Map No. \_\_\_\_\_  
 Filed - Land Court Condo Map No. \_\_\_\_\_

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

- C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They 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 manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

- Proposed  
 Recorded - Bureau of Conveyances: Document No. \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court Document No. \_\_\_\_\_

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

D. **House Rules.** The Board of Directors may adopt 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.

The House Rules for this condominium are:

Proposed                       Adopted                       Developer does not plan 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. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>51%</u>

\* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. **Developer:**

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules: The Developer has reserved the right to make any changes to said documents, and any other documents affecting this Project, as may be required by law, any title insurance company, or as Developer decides is necessary, all without the consent or approval of the Buyer, provided that the changes do not substantially impair the prospective use and enjoyment of the apartments; materially alter the arrangement of the rooms or reduce the usable space within the apartment; render unenforceable the Buyer's mortgage loan commitment; alter Buyer's share of common expenses or reduce the obligations of the Seller for common expenses on unsold apartments. Developer also reserves the right to file the as-built verified statement required by Section 514A-12, Hawaii Revised Statutes, as amended, and also to make any changes to the documents necessary in connection with the merger of this Project as set forth in paragraph H, page 16 of this report. Developer also reserves the right until December 31, 1997, to execute and record a Declaration and Confirmation of Restrictions, Reservations, Conditions and Covenants ("Declaration and Confirmation"); a Release of Deed Restrictions (cancelling certain restrictions in that certain Limited Warranty Deed listed as Item 8 in Exhibit "C") to be made by the Trustees under the Will and of the Estate of James Campbell, deceased, and Developer; and an amendment to the Declaration to reflect an updated title description as contained in Exhibit "A".

**III. THE CONDOMINIUM PROJECT**

**A. Interest to be Conveyed to Buyer:**

- Fee Simple:** Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- Leasehold or Subleasehold:** Individual apartments and the common elements, which include the underlying land will be leasehold.

**Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.**

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s): \_\_\_\_\_

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Lease Rent Payable:      Monthly                              Quarterly  
                                  Semi-Annually                      Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per  Month  Year

**For Subleasehold:**

- Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:  
                  Canceled      Foreclosed
- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

- Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Subleasehold:**

**Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.**

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s): \_\_\_\_\_

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Lease Rent Payable:      Monthly                              Quarterly  
                                  Semi-Annually                      Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per  Month  Year



[ ] Other

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

**B. Underlying Land:**

Address: Intersection of Kolowaka Dr. & Ft. Weaver Road Tax Map Key (TMK): (1) 9-1-102: 008 (portion)  
Ewa Beach, Hawaii 96706 (Individual street addresses are pending.)

[X] Address  TMK is expected to change because of pending phase subdivision

Land Area: 0.546 [ ] square feet [X] acre(s) Zoning: A-1

Fee Owner: GENTRY HOMES, LTD., a Hawaii corporation  
 Name  
560 North Nimitz Highway  
 Address  
Honolulu, Hawaii 96817

Lessor: \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_

**C. Buildings and Other Improvements:**

1.  New Building(s)     Conversion of Existing Building(s)     Both New Building(s) and Conversion

2. Number of Buildings: 5 Floors Per Building 2 Floors per Building.  
 Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

Concrete     Hollow Tile     Wood

Other composition siding; composition shingles

4. Permitted Uses by Zoning:

	<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>		<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>5</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Ohana		_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Industrial		_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Agricultural		_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Recreational		_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: _____		_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

Yes     No.

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

Pets: Dogs, cats and other household pets limited to two in number and subject to compliance with provisions of House Rules.

Number of Occupants: \_\_\_\_\_  
 Apartment cannot be used for transient or hotel use. The apartment cannot be sold, rented or used

Other: for "timeshare", "time interval", "vacation license" or "travel club membership".

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: None                      Stairways: One per apt.                      Trash Chutes: None

<u>Apt. Type</u>	<u>Quantity</u>	<u>Br/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
L1SC	1	1/2 with Loft	936		
L1	1	1/2 with Loft	938		
L2	1	2/2 with Loft	1060		
L3	1	3/2 with Loft	1083		
5	1	4 Bdrm/2 1/2 Bath	1,179.60	365.30	garage

Total Number of Apartments: 5 \*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls. SEE EXHIBIT "A".

\*\* NOTE: Fenced courtyard configurations and sizes may vary due to job site conditions.

Models L1SC, L1, L2 & L3 have attached carports. Plan 5 (Bldg. 192) has an attached garage.

**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: Each apartment includes the walls and partitions which are not load bearing within its perimeter or party walls; glass windows or panels; doors and any fixtures and appliances originally installed. The apartment does NOT include undecorated or unfinished surfaces of perimeter or party walls or interior load-bearing walls, floors, and ceilings or any pipes, wires or other utility lines running through the apartment and utilized for more than one apartment. The apartment also does not include the adjacent fenced yard, the attached carports or garage which are limited common elements.

Permitted Alterations to Apartments: Additions, alterations or improvements solely within an apartment or within a limited common element appurtenant to and for the exclusive use of the apartment may be made by the apartment owner only with the approval of the Board of Directors of the Association of Apartment Owners.

For the Plan 5 apartments, Buyer has the option of having the bedroom immediately adjacent to the master bedroom converted to a master retreat as depicted in the alternate floor plan on the Condominium Map.

7. Parking Stalls:

Total Parking Stalls: 10 parking stalls are located in the Project. See Exhibit "A".

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for each unit)	<u>5*</u>	<u>---</u>	<u>5*</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>10</u>
Guest	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>
Unassigned	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>
Extra for Purchase	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>
Other:	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>
<b>Total Covered &amp; Open</b>	<u>5</u>		<u>5</u>		<u>-0-</u>		<u>10</u>

Each apartment will have the exclusive use of at least two (2) parking stall(s).  
Buyers are encouraged to find out which stall(s) will be available for their use.

**\* Note:** Apartment 192 has an attached limited common element garage and Apartments 190, 191, 193 and 194 each have a limited common element carport that provides 1 regular and 1 compact stall in a side by side configuration.

Commercial parking garage permitted in condominium project.

Exhibit A contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool                       Storage Area                       Recreational Area

Laundry Area                       Tennis Court                       Trash Chute/Enclosures(s)

Other: \_\_\_\_\_

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

There are no violations.                       Violations will not be cured.

Violations and cost to cure are listed below.  Violations will be cured by \_\_\_\_\_  
(Date)

10. Conditions and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

(For conversions of residential apartments in existence for at least five years):

NOT APPLICABLE.

11. Conformance to Present Zoning Code

- a.  No variances to zoning code have been granted.
- Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	X	_____	_____
Structures	X	_____	_____
Lot	X	_____	_____

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

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

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration are:

described in Exhibit B

as follows:

2. Limited Common Elements: 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.

The limited common elements and the apartments which use them, as described in the Declaration, are:

described in Exhibit \_\_\_\_\_.

as follows:

- (a) Fenced yard areas;
- (b) Mailbox bearing the same designations as the apartment;
- (c) Parking garage (Apt. 192) or carport (all other apartments) and driveway appurtenant to the apartment;
- (d) Roofs and exterior siding of each apartment; and
- (e) All other common elements which are rationally related to less than all of the apartments in the Project.

**NOTE: Each apartment and the limited common elements referenced above do not comprise a legally subdivided individual lot.**

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 used to determine each apartment'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 apartment owners. The common interest for the apartments in this project as described in the Declaration, are:

described in Exhibit A

as follows:

E. Encumbrance 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 an apartment in the project.

Exhibit C describes the encumbrances against the title contained in the title report dated July 23, 1997 and issued by Island Title Corporation.

**Blanket Liens:**

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien 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 individual apartments.

[X] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed <b>Prior to Conveyance</b></u>
Mortgage	Lender has priority over Buyer's rights under a sales contract, and has a right to terminate sales contracts upon foreclosure of its mortgage before an apartment sale is closed. Should the lender terminate Buyer's sales contract, Buyer shall be entitled to a refund of all deposits, less escrow cancellation fee.

**F. 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 warrants against defects in the apartment due to faulty material or workmanship which are discovered and brought to the attention of Developer within one year from the date of conveyance of title to the Buyer or the date of occupancy, whichever occurs first. In addition, the Developer warrants the common elements against all defects for a period of two years from the date of completion of the common elements or two years from the date the first apartment in the Project is conveyed to a Buyer other than the Developer, whichever is later. For purposes of this warranty, the Developer agrees to repair, renovate, restore or replace any defective material or workmanship within the respective warranty periods. **ROUTINE MAINTENANCE WORK IS NOT COVERED BY ANY WARRANTY.**
2. **Appliances:** Warranties on appliances furnished with an apartment are not provided by the Developer. The execution and delivery of the apartment deed will operate as an assignment from the Developer to the Buyer of the respective manufacturers' or dealers' warranties, if any.

**G. Status of Construction and Date of Completion or Estimated Date of Completion:**

Construction of Apartments 191, 193 and 194 was completed in June 1996. Construction of Apartment 192 is expected to commence by the end of August and be completed in approximately December 1997. Apartment 190 was built as a sales office in June 1996. Conversion of this apartment to a residence is expected to be completed by approximately December 1997.

**H. Project Phases:**

The developer [X] has  [ ] has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

Developer may decide to "merge" THE LOFTS MODEL COMPLEX with some or all of the phases of ALII COVE, an adjacent condominium community consisting of several phases of detached condominium apartments. Developer may also merge THE LOFTS MODEL COMPLEX with phases of other condominium communities on the property covered by the same Joint Development Agreement (see page 20A, paragraph 5) for the purposes of sharing common area costs shared by the various communities (such as roadways, street lighting and landscaping). This means that the owners and occupants of the merged phases will share the use of the common elements and the common expenses of those phases. Upon merger, Buyer will have a new percentage interest for voting and maintenance fee purposes. Developer will record a certificate of merger which will state the effective date of the new percentage interest. Developer is not obligated to merge THE LOFTS MODEL COMPLEX with phases of ALII COVE. Developer may merge other phases of ALII COVE into already merged phases of ALII COVE and THE LOFTS MODEL COMPLEX at a later time.





V. MISCELLANEOUS

A. **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

Specimen Sales Contract

Exhibit E contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated August 4, 1997

Exhibit F contains a summary of the pertinent provisions of the escrow agreement.

Other \_\_\_\_\_

B. **Buyer's Right to Cancel Sales Contract:**

1. **Rights Under the Condominium Property Act (Chapter 514A, HRS):**

**Preliminary Report:** Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales 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 or Supplementary Report to a Final Report:** Sales made by the developer are binding if:

- A) The Developer delivers to the buyer a copy of:
  - 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission: **AND**
  - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); **AND**
- C) One of the following has occurred:
  - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
  - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
  - 3) 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:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**
- B) 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.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

- A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
- B) Declaration of Condominium Property Regime, as amended.
- C) Bylaws of the Association of Apartment Owners, as amended.
- D) House Rules, if any.
- E) Condominium Map, as amended.
- F) Escrow Agreement.
- G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
- H) Other Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions  
(See Paragraph 6 on page 20B)

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 Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P. O. Box 541, Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 3794 filed with the Real Estate Commission on August 8, 1997.

Reproduction of Report. When reproduced, this report must be on:

YELLOW paper stock       WHITE paper stock       PINK paper stock

### **C. ADDITIONAL INFORMATION NOT COVERED ABOVE**

1. Developer is selling THE LOFTS MODEL COMPLEX apartments pursuant to affordable housing requirements imposed by the City and County of Honolulu's Department of Housing and Community Development. The City's eligibility guidelines are outlined in THE LOFTS MODEL COMPLEX Application Packet submitted with the Final Public Report for this Project.

2. THE LOFTS MODEL COMPLEX homes (except for Apartment No. 192) were used as model homes (Apartments 191, 193 and 194) and as a sales office (Apartment 190) for approximately one year.

3. Construction of THE LOFTS MODEL COMPLEX and the adjacent properites (including Alii Cove) will continue for some time after Buyer moves in. The roadways in and around Buyer's home may be used by construction vehicles for ingress and egress to and from the construction sites. Some areas may be used as staging areas for constructions of portions of adjacent communities. The ongoing construction will cause dust, noise and increased traffic in and around Buyer's home for a period of time. Also care must be taken around construction sites, as hazardous conditions may exist temporarily due to the construction. Dirt movement is an expected part of construction. Buyer should expect to have dust in and around Buyer's home until construction in Ewa by Gentry is virtually complete. Developer and its subcontractors will use appropriate dust control measures, but there will still be dust in Buyer's home.

4. Sales activities for THE LOFTS MODEL COMPLEX and Alii Cove will be ongoing for several months. This may result in increased traffic and noise in the vicinity of the sales office. Portions of the common areas may be used for signage and other sales activities for a period of time while sales are ongoing.

5. Buyer understands and acknowledges that certain activities will occur on and about THE LOFTS MODEL COMPLEX ("Activities Affecting THE LOFTS MODEL COMPLEX") as follows:

(a) THE LOFTS MODEL COMPLEX is located in the vicinity of several military installations, including Barber's Point Naval Air Station and the West Loch Branch of the Lualualei Naval Magazine ("West Loch"). In the event of military action, these military installations are sensitive areas. The Navy has denoted an area east of THE LOFTS MODEL COMPLEX as an Explosive Safety Hazard Zone in connection with munitions which may be loaded onto ships at West Loch. This area is depicted on a map which is available for inspection in the Developer's sales office. The Navy has represented that the boundary of said area represents the probable limit of any impact on the adjacent community. Geiger Road and Iroquois Point Road may be used by the Navy to transport aircraft and munitions.

(b) THE LOFTS MODEL COMPLEX is located in the vicinity of a commercial airport (Honolulu International Airport) and a military air base (Barber's Point Naval Air Station) and Buyer is aware that there is a likelihood of noise from planes passing overhead or nearby. The 1987 Noise Contour Map of the Honolulu International Airport Master Plan shows THE LOFTS MODEL COMPLEX located in an area subject to noise levels of 55 Ldn.

(c) THE LOFTS MODEL COMPLEX is located upon land previously used for the cultivation of sugar cane. Land near or adjacent to THE LOFTS MODEL COMPLEX may continue to be used for the cultivation and harvesting of agricultural products. Crops may be burned when seasonally appropriate. Buyer acknowledges that the Hawaii Right-to-Farm Act (H.R.S. Ch. 165) and Hawaii law limit the types of farm activities that may be deemed a nuisance.

(d) THE LOFTS MODEL COMPLEX is located near the Honouliuli Wastewater Treatment Plant, which generates odors and which will be expanded in the future to accommodate increased usage.

(e) The Federal Emergency Management Agency ("FEMA") has not yet reviewed THE LOFTS MODEL COMPLEX area to determine whether the Property is within a flood hazard zone. If FEMA later determines that the Property is within a flood hazard area, then your lender may require you to obtain flood insurance.

(f) THE LOFTS MODEL COMPLEX and phases of ALII COVE (together "the Joint Development Area") will be bordered on the ewa side by Fort Weaver Road, a public roadway. The makai side of the Joint Development Area is bordered by a single family development. The mauka and diamond head sides of the Joint Development Area border on a future Kolowaka Drive extension and a future Keaunui Drive extension, both of which will be public roadways. These roads will also border future residential communities. Because these two areas are undeveloped, there may also be pests such as cockroaches and other insects for a period of time.

(g) THE LOFTS MODEL COMPLEX is located near an open, undeveloped space which the Developer or a related entity intends to develop into a golf course. Developer makes no guarantees or assurances that a golf course will in fact be built. The property is a designated flowage easement for drainage purposes which will be dedicated to the City and County of Honolulu, regardless of whether a golf course is constructed. If a golf course is not built, the area will be landscaped and graded according to City and County standards.

If a golf course is constructed, there may be hazards such as errant golf balls; periodic spraying or other treatment of the area with pesticides, insecticides, herbicides, fungicides and fertilizers. Irrigation of golf course may be with water from storm retention basins or reclaimed water from the Honouliuli Wastewater Treatment Plant (used in accordance with Department of Health guidelines). There may also be noise from the golf course in connection with play, irrigation, mowing and other maintenance and operation.

Owners in THE LOFTS MODEL COMPLEX will not have an ownership interest, a right to use any facilities or a right to enter the property by virtue of their membership in the Ewa by Gentry Community Association.

(h) Gentry's Coronado and Palm Villas multi-family communities have been developed as a combination of sale/rental units to meet City requirements. At this time, the locations of additional affordable housing communities have not been finally determined.

These Activities Affecting The Lofts Model Complex may cause some unpleasant odors, surface water runoff, noise, dust, smoke and other unpleasant effects that may bother or be a nuisance to Buyer and other occupants and invitees of the Project. In the Apartment Deed, each Buyer, for himself, his heirs, personal and legal representatives and assigns, will release, indemnify, defend and hold harmless Developer, Thomas Henry Gentry, the Thomas H. Gentry Revocable Living Trust, a California Trust dated February 11, 1986, as amended, and related entities, the Trustees of the Estate of James Campbell, Deceased, and Oahu Sugar Company, Limited, Coral Creek Golf, Inc. and any future owner and/or operator of the areas planned for golf course use, and their respective officers, directors, employees, agents, successors, successors-in-trust, and assigns from any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from any such impairment of the use and enjoyment of the Property, loss of market value of the Property, or property damage or personal injury to the property or person of Buyer, or Buyer's tenants, lessees, family, servants, guests, invitees, licensees, agents, employees, or other persons who may use the Property. However, the person or entity whose actions or omissions are the direct cause of any damage to Buyer shall be responsible for the consequences or results of its own gross negligence, willful misconduct or violation of applicable law. Buyer hereby irrevocably agrees to suffer and permit all actions and consequences incident to the Activities affecting The Lofts Model Complex described above.

6. THE LOFTS MODEL COMPLEX is part of an area covered by the Agreement for Issuance of Conditional Use Permit Under Section 4.40-21 of the Land Use Ordinance (LUO) dated July 31, 1996 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2328093 (the "Joint Development Agreement"). Should Developer develop other condominium communities within the Joint Development Area, each of the communities shall be a separate and distinct condominium project as defined in Chapter 514A of the Hawaii Revised Statutes, as amended. Developer reserves the right to administratively merge some or all of the condominium communities within the area covered by the Joint Development Agreement for the purposes of sharing common area costs shared by the various communities (such as roadways, street lighting and landscaping).

7. All apartment owners in THE LOFTS MODEL COMPLEX are automatically members of the Ewa by Gentry Community Association, a non-profit Hawaii corporation. All owners are therefore subject to the restrictions, covenants and conditions of the Ewa by Gentry Community Area Declaration of Covenants Conditions and Restrictions which govern the entire Ewa by Gentry community. The Community Association enforces the provisions of the Declaration of Covenants, Conditions and Restrictions to ensure a well maintained, safe and aesthetically pleasing community. Each owner pays dues to the Community Association in the amount of approximately \$39 per quarter.

8. The sizes and configurations of the limited common areas and common areas reflected on the Condominium Map are approximations only. Actual sizes and configurations may vary due to the placement and location of utilities and due to varying terrain surrounding each building.

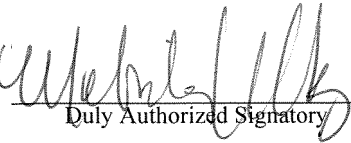
9. Not all homes in THE LOFTS MODEL COMPLEX will have curbside trash collection. If an owner's home is located on a street ending in a cul de sac, the owner must take his trash cans to the designated trash collection areas. Trash cans can be taken to the trash collection the night before trash is collected and must be removed by the end of that day.

10. Mailboxes for homes in THE LOFTS MODEL COMPLEX will be grouped in several areas in compliance with U.S. Postal Service requirements.

D. 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 buyers 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.

GENTRY HOMES, LTD.

Name of Developer

By   
Duly Authorized Signatory

8/8/97  
Date

MELINDA Y. CHING, Associate General Counsel

print name & title of person signing above

Distribution:

Department of Finance, City & County of Honolulu  
Planning Department, City & County of Honolulu

**EXHIBIT "A"**

**DESCRIPTION OF APARTMENT TYPES AND DESIGNATIONS**

<b><u>Bldg. and Apt.</u></b>	<b><u>Apt. Plan</u></b>	<b><u>Net Living Area (sq. ft.)*</u></b>	<b><u>Garage Area (sq. ft.)</u></b>
190	L1SC	936.00	N/A
191	L2	1,060.00	N/A
192	5	1,179.60	365.30
193	L1	938.00	N/A
194	L3	1,083.00	N/A

\* Includes square footage allocated to interior stairways.

There are no guest parking stalls in THE LOFTS MODEL COMPLEX. However, Owners in THE LOFTS MODEL COMPLEX will have access to guest parking stalls within other condominium communities in the Joint Development Area merged with THE LOFTS MODEL COMPLEX.

**Plan L1SC (1 Bedroom, 2 Bath with Loft) (936 sq. ft.)**

Two story one bedroom, two bath with loft apartment with a living room, dining area, kitchen, master bedroom, walk-in closet and bathroom on the ground floor, with a loft area and bathroom on the second floor, connected by an interior stairway. The apartment also has a fenced back yard limited common element and an adjoining limited common area carport.

**Plan L1 (1 Bedroom, 2 Bath with Loft) (938 sq. ft.)**

Two story one bedroom, two bath with loft apartment with a living room, dining area, kitchen, master bedroom, walk-in closet and bathroom on the ground floor, with a loft area and a bathroom on the second floor, connected by an interior stairway. The apartment also has fenced back yard limited common element and an adjoining limited common element carport.

**Plan L2 (2 Bedroom, 2 Bath with Loft) (1060 sq. ft.)**

Two story two bedroom, two bath with loft apartment with a living room, dining area, kitchen, master bedroom and bathroom on the ground floor, with a bedroom, bathroom and loft area on the second floor, connected by an interior stairway. The apartment has a fenced back yard limited common element and an adjoining limited common area carport.

**Plan L3 (3 Bedroom, 2 Bath with Loft) (1083 sq. ft.)**

Two story three bedroom, two bath with loft apartment with a living room, dining area, kitchen, master bedroom and bathroom on the ground floor, with two bedrooms, a bathroom and loft area on the second floor, connected by an interior stairway. The apartment has a fenced back yard limited common element and an adjoining limited common area carport.



**Plan 5 (4 Bedroom, 2 ½ Bath or 3 Bedroom, 2 ½ Bath with Master Retreat) (1,179.60 sq. ft.)**

Two story four bedroom, two and one-half bath apartment with a living room, dining area, kitchen and half bathroom on the first floor and four bedrooms and two bathrooms on the second floor, connected by an interior stairway. Buyer has the option of having the bedroom immediately adjacent to the master bedroom converted to a master retreat as depicted in the alternate floor plan on the Condominium Map. Developer shall indicate when it files the “as-built” verified statement referenced in Section 17.3, which apartments were built according to the standard layout and which were built according to the alternate layout. All apartments have a fenced back yard limited common element and an adjoining limited common element two car garage.

NOTE: The sizes and configurations of the fenced yard reflected on the Condominium Map are approximations only. Actual sizes and configurations may vary due to the placement and location of utilities and due to varying terrain surrounding each building.

**BREAKDOWN OF PLANS  
AND COMMON INTEREST FOR THE LOFTS MODEL COMPLEX**

<u>Plan</u>	<u>Common Interest</u>	<u>Number in Project</u>	<u>Total Common Interest</u>
L1SC	18.01%	1	18.01%
L1	18.05%	1	18.05%
L2	20.40%	1	20.40%
L3	20.85%	1	20.85%
5	22.69%	1	22.69%

As nearly as practicable, the common interest for each residential apartment was determined by dividing the net floor area of the particular apartment by the total net interior floor area of all apartments in the Project and multiplying that amount by 100%.

**ADMINISTRATIVE MERGER**

The Developer may administratively merge THE LOFTS MODEL COMPLEX with phases of ALII COVE and other condominium communities within the Joint Development Area at a later date. Upon administrative merger, the apartment owners in each of the merged condominium communities will have a new common interest which will be the apartment owners’ new interest for voting and maintenance fee allocation purposes only in the merged project. The apartment owners’ ownership interest will not be altered or affected in any way. The Developer will record a certificate of administrative merger which will state the new administrative common interest and its effective date. Each apartment owner’s new administrative common interest will be computed by dividing the square footage for each apartment by the total square footage of the sum of all apartments in the entire merged project.

**END OF EXHIBIT “A”**

## EXHIBIT "B"

### COMMON ELEMENTS

1. The land described in Exhibit "A" of the Declaration;
2. All structural components, such as foundations, girders, beams, supports, unfinished perimeter walls and load-bearing walls (except for the inner decorated surfaces within each apartment);
3. All yards, gardens, planting areas, fences, trash collection areas, walkways and building exterior lights;
4. All access lanes, roads, curbs, sidewalks and street lights;
5. Installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central appurtenant transmission facilities and installations over, under or across the Project which serve more than one apartment for services such as power, light, gas, hot water, cold water, sewage, drainage, telephone, radio and television signal distribution, if any;
6. Any apparatus and installations existing for common use, such as tanks, pumps, irrigation lines, motors, fans, compressors, ducts, vents and other such installations and apparatus; and
7. All other parts of the Project necessary or convenient to its existence, maintenance and safety or normally in common use.

END OF EXHIBIT "B"

**EXHIBIT "C"**

**ENCUMBRANCES AGAINST TITLE**

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. Amended Judgment and Final Order of Condemnation (regarding abutters' rights of access) in Civil No. 62550 in the Circuit Court of the First Circuit, State of Hawaii, dated April 1, 1987 and recorded on April 15, 1987 in said Office of the Assistant Registrar as Document No. 1455569. *[Will be released upon further subdivision of the bulk lot.]*
3. Designation of restriction of vehicular access rights as shown on Map 422 filed with said Land Court Application No. 1069 and as set forth by Land Court Order No. 86200, recorded on September 11, 1987. *[Will be released upon further subdivision of the bulk lot.]*
4. Restrictions, covenants and conditions as contained in that certain Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions dated July 21, 1988, recorded in said Office of the Assistant Registrar as Document No. 1568352, as amended by instrument dated May 30, 1989, recorded in the Office of said Assistant Registrar as Document No. 1652869, as further amended by instrument dated June 21, 1991, recorded in the Office of the Assistant Registrar as Document No. 1888053, and as may be further amended from time to time. The Project was made subject to the above Declaration of Covenants, Conditions and Restrictions by that certain Declaration of Addition of Real Property dated September 12, 1996 and recorded in said Office of the Assistant Registrar as Document No. 2336037.
5. Easement 1991, for water pipeline purposes, as shown on Map 455, filed with said Land Court Application No. 1069 and as set forth by Land Court Order No. 92214, recorded on December 30, 1988. Said Easement was granted to the City and County of Honolulu and its Board of Water Supply by that certain Grant of Easement dated March 31, 1994 and recorded in said Office of the Assistant Registrar as Document No. 2258181.
6. Terms and provisions of that certain Unilateral Agreement and Declaration of Conditional Zoning dated March 11, 1991 and recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 91-031327.
7. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions as set forth in the Declaration of Land Use Commission Conditions, dated August 15, 1991, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 91-184029.
8. Rights, easements, privileges and reservation thereof and certain terms, conditions and provisions as contained in Limited Warranty Deed dated September 24, 1993, recorded in said Office of the Assistant Registrar as Document No. 2069185. *(Developer intends to release this document and replace it with a Declaration and Confirmation of Restrictions, Reservations, Conditions and Covenants that will retain certain provisions contained in the Limited Warranty Deed. See Item 21 below.)*

9. Mortgage made by Gentry Homes, Ltd. and Gentry Development Company in favor of Bank of Hawaii dated August 24, 1995 and recorded in said Office of the Assistant Registrar as Document No. 2258188. Said Mortgage was amended by instrument dated January 3, 1996 and recorded in said Office of the Assistant Registrar as Document No. 2284430. *(Developer intends to record a document to release this encumbrance prior to conveyance of apartment to buyer.)*
10. Financing Statement made by Gentry Homes, Ltd. and Gentry Development Company in favor of Bank of Hawaii recorded September 1, 1995 in the Bureau of Conveyances of the State of Hawaii as Document No. 95-113317. Said Financing Statement was amended by instrument recorded on May 17, 1996 in said Bureau as Document No. 96-069398. *(Developer intends to record a document to release this encumbrance prior to conveyance of apartment to buyer.)*
11. Assignment of Sales Contracts and Sales Proceeds made by Gentry Homes, Ltd. in favor of Bank of Hawaii recorded September 1, 1995 in the Bureau of Conveyances of the State of Hawaii as Document No. 95-113318. Said Assignment was amended by instrument dated January 3, 1996 and recorded in said Bureau of Conveyances as Document No. 96-005441. *(Developer intends to record a document to release this encumbrance prior to conveyance of apartment to buyer.)*
12. Designation of restriction of access rights, as shown on Map 848, filed with said Land Court Application No. 1069 and as set forth by Land Court Order No. 124438, recorded on May 23, 1996
13. Easement 6076, for access and water facility purposes, as shown on Map 856, filed with said Land Court Application No. 1069 and as set forth by Land Court Order No. 125014, recorded on July 23, 1996. *[Will be released upon further subdivision of bulk lot.]*
14. Terms and provisions of that certain Agreement for Issuance of Conditional Use Permit Under Section 4.40-21 of the Land Use Ordinance (LUO) dated July 31, 1996 and recorded in said Office of the Assistant Registrar as Document No. 2328093.
15. Designation of restriction of vehicular access rights as shown on Map 862 of said Land Court Application No. 1069, as set forth by Land Court Order No. 126014, recorded on November 4, 1996.
16. Easement 6100, for access, electrical and telephone purposes, as shown on Map 862, of said Land Court Application No. 1069, as set forth by Land Court Order No. 126014, recorded on November 4, 1996. *[Will be released upon further subdivision of bulk lot.]*
17. Easement 6117, for bus shelter purposes, as shown on Map 878, filed with said Land Court Application No. 1069 and as set forth by Land Court Order No. 126404 recorded on December 18, 1996.
18. Easement 6123, for water pipeline purposes, as shown on Map 878, filed with said Land Court Application No. 1069 and as set forth by Land Court Order No. 126404 recorded on December 18, 1996. *[Will be released upon further subdivision of bulk lot.]*

19. Easement 6188, for access and water facility purposes, as shown on Map 901, filed with said Land Court Application No. 1069, as set forth by Land Court Order No. 128186, recorded on July 1, 1997. *[Will be released upon further subdivision of bulk lot.]*
20. Easement 6189, for access, electricity and telephone purposes, as shown on Map 901, filed with said Land Court Application No. 1069, as set forth by Land Court Order No. 128186, recorded on July 1, 1997. *[Will be released upon further subdivision of bulk lot.]*
21. Rights, easements, privileges and reservation thereof and certain terms, conditions and provisions as contained in that certain Declaration of Restrictive Covenants and Confirmation of Reservation of Rights dated \_\_\_\_\_ and recorded in said Office of the Assistant Registrar as Document No. \_\_\_\_\_. *[Will be added prior to the subdivision of the bulk lot. (See Item 8 above.)]*
22. Easement 2, for landscaping purposes, as shown on Map \_\_\_\_\_, filed with said Land Court Application No. 1069 and as set forth by Land Court Order No. \_\_\_\_\_ recorded on \_\_\_\_\_. *[Will be added upon further subdivision of the bulk lot.]*
23. Easement 5, for access and utility purposes, as shown on Map \_\_\_\_\_, filed with said Land Court Application No. 1069 and as set forth by Land Court Order No. \_\_\_\_\_ recorded on \_\_\_\_\_. *[Will be added upon further subdivision of the bulk lot.]*
24. Easement 6, for access and water facilities purposes, as shown on Map \_\_\_\_\_, filed with said Land Court Application No. 1069 and as set forth by Land Court Order No. \_\_\_\_\_ recorded on \_\_\_\_\_. *[Will be added upon further subdivision of the bulk lot.]*
25. Easement 7, for access, electrical and telephone purposes, as shown on Map \_\_\_\_\_, filed with said Land Court Application No. 1069 and as set forth by Land Court Order No. \_\_\_\_\_ recorded on \_\_\_\_\_. *[Will be added upon further subdivision of the bulk lot.]*
26. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the Declaration of Condominium Property Regime of THE LOFTS MODEL COMPLEX dated \_\_\_\_\_, recorded in said Office of the Assistant Registrar as Document No. \_\_\_\_\_ and Condominium Map No. \_\_\_\_\_, to which reference is hereby made.
27. By-Laws of the Association of Apartment Owners of THE LOFTS MODEL COMPLEX dated \_\_\_\_\_ and recorded in said Office of the Assistant Registrar as Document No. \_\_\_\_\_.

**Note:** The name of Gentry Development Company, a Hawaii limited partnership has been legally changed to Gentry Investment Properties, a Hawaii limited partnership, as set forth by Land Court Order No. 123770, recorded March 25, 1996.

END OF EXHIBIT "C"

**EXHIBIT "D"**

**THE LOFTS MODEL COMPLEX**

(5 units)

**ESTIMATE OF INITIAL MAINTENANCE FEES**

**(Prior to Merger)**

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<b>APARTMENT PLAN TYPE</b>	<b>APPROXIMATE NET LIVING AREA (SQ. FT.)</b>	<b>MONTHLY FEE</b>	<b>x</b>	<b>12 MONTHS</b>	<b>=</b>	<b>YEARLY TOTAL</b>
L1SC	936.00	\$105.36				\$1,264.32
L1	938.00	\$105.59				\$1,267.88
L2	1,060.00	\$119.34				\$1,432.08
L3	1,083.00	\$121.97				\$1,463.64
5	1,179.60	\$132.74				\$1,592.88

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The Seller has reserved the right to merge THE LOFTS MODEL COMPLEX with some or all of the phases of ALII COVE or other adjacent communities as set forth in Section 15 of the Declaration. The Seller does not know at this time when such a merger would take place. Should such a merger take place, the maintenance fees will be recalculated based upon the communities' expenses for the merged phases. No budget or estimate of maintenance fees for THE LOFTS MODEL COMPLEX after such a merger is available at this time.

The foregoing maintenance fees do not include the dues payable to the Ewa by Gentry Community Association. At the present time, those dues are \$39 per quarter for a total of \$156 a year.

**EXHIBIT "A"**  
**ALII COVE - LOFTS MODEL COMPLEX**  
**Estimated Common Expense**

	<u>Monthly</u>	<u>Annual</u>
<b>Utilities and Services</b>		
Television		
Air Conditioning		
Electricity (common elements only)	\$12.00	\$144.00
Gas		
Water and Sewer	\$14.00	\$168.00
Refuse Collection		
Telephone/Communication		
<b>Maintenance, Repairs, and Supplies</b>		
Building		
Grounds	\$100.00	\$1,200.00
<b>Management</b>		
Management Fee	\$100.00	\$1,200.00
Payroll and Payroll Taxes		
Office Expenses	\$26.00	\$312.00
<b>Insurance</b>	\$274.00	\$3,288.00
<b>Reserves</b>	\$50.00	\$600.00
<b>Taxes and Government Assessments</b>	\$1.00	\$12.00
<b>Professional Services - Audit</b>	\$10.00	\$120.00
<b>Other - Legal Expenses</b>		
<b>Security</b>		
<b>Amenities</b>		
<b>TOTAL</b>	<u>\$587.00</u>	<u>\$7,044.00</u>

I, STEVE PEARMAIN, as agent and employed by CERTIFIED MANAGEMENT, INC., the condominium managing agent or the developer, for the condominium project ALII COVE - LOFTS MODEL COMPLEX, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

  
 \_\_\_\_\_  
 Steve Pearmain, Senior Community Association Manager

7/23/97  
 Date

**ALII COVE - LOFTS MODEL COMPLEX**  
Certificate of Reserve Study

I, STEVE PEARMAN, as agent and employed by CERTIFIED MANAGEMENT, INC., the condominium managing agent or the developer, for the condominium project ALII COVE - LOFTS MODEL COMPLEX, hereby certify that a reserve study has been conducted in accordance with 514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

  
\_\_\_\_\_  
Steve Pearman, Senior Community Association Manager

7/23/97  
Date



## EXHIBIT "E"

### SUMMARY OF SALES CONTRACT

The Sales Contract contains the price and other terms and conditions under which a buyer will agree to buy an apartment in the Project. Among other things, the Sales Contract states the following:

1. The Buyer is subject to certain affordable housing requirements imposed by the City and County of Honolulu's Department of Housing and Community Development. The City's eligibility guidelines are outlined in THE LOFTS MODEL COMPLEX Application Packet submitted with the preliminary public report for this Project.
2. The Buyer of the apartment must live in the apartment for at least 365 consecutive days.
3. Buyer has certain obligations if the Buyer wants a mortgage loan to cover part of the purchase price.
4. A buyer's money will be held in escrow, under the terms of the Escrow Agreement.
5. A buyer will not receive interest on deposits made under the Sales Contract.
6. The apartment will be subject to various other legal documents which the Buyer should examine.
7. The Project will be subject to ongoing construction and sales activities which may result in certain annoyances to Buyer.
8. The Seller has no control over certain activities on adjacent property owned by others including agriculture, military, utility and aviation. These activities may cause some inconveniences to the Buyer. The Buyer will indemnify the Seller and the owners of the properties involved except in cases of negligence or willful misconduct.
9. Under certain circumstances where the apartment is ready for occupancy and the Buyer has not completed his financing arrangements for the purchase of the apartment, Buyer will be responsible for all of the Seller's expenses as a result of Buyer's delay.

10. The Seller has reserved the right to merge THE LOFTS MODEL COMPLEX with some or all of the phases of Alii Cove or any other condominium community within the area covered by the Joint Development Agreement. If such merger takes place, the percentage common interests for the apartments will change.
11. In the event of default under the sales contract:
  - By Buyer:
    - a. Seller may cancel the sales contract and retain Buyer's initial deposit;
    - b. Seller may file a lawsuit for damages;
    - c. Seller may file a lawsuit for "specific performance"; and
    - d. Buyer shall be responsible for expenses incurred.
  - By Seller:
    - a. Buyer may file a lawsuit for "specific performance";
    - b. Buyer may cancel the sales contract and Seller will return all deposits, without interest;
    - c. Buyer has all remedies available at law and in equity.

END OF EXHIBIT "E"

## **EXHIBIT "F"**

### **SUMMARY OF ESCROW AGREEMENT**

The Escrow Agreement describes the arrangement under which the deposits a buyer makes under a Sales Contract will be held by a neutral party ("Escrow"). The following are relevant terms stated in the agreement:

1. Interest on Buyer's deposits will accrue in favor of the Seller and not the Buyer unless the parties specifically provide otherwise.
2. Escrow will arrange for Buyer to sign all necessary documents.
3. The Escrow Agreement describes the conditions upon which a refund will be made to a buyer.
4. The Escrow Agreement describes what will happen to a buyer's funds if a party defaults under the Sales Contract.
5. The Escrow Agreement contains various other provisions and establishes certain charges with which the Buyer should become acquainted.

**END OF EXHIBIT "F"**