

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Schuler Homes, Inc.
Address 828 Fort Street Mall, 4th Floor, Honolulu, Hawaii 96813

Project Name(\*): VIEWPOINTE AT WAIKELE
Address: 94-510 Lumiaina, Waikele, Hawaii 96797

Registration No. 4010

Effective date: September 16, 1998
Expiration date: June 16, 1999

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 or 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:

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.

X CONTINGENT FINAL: (green) The developer has legally created a condominium and has filed information with the Commission for this report which EXPIRES NINE (9) MONTHS after the above effective date. Contingent Final public reports may not be extended or renewed. [X] No prior reports have been issued. [ ] This report supersedes all prior public reports.

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
FORM: RECO-30 286/986/189/1190/892/0197/12/11/97

**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 reports 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:

**IMPORTANT NOTES:**

**SPECIAL ATTENTION**

This Contingent Final Public Report has been prepared by the Developer pursuant to §514A-39.5, HRS. The Real Estate Commission issued this report before the developer submitted certain documents and information as more fully set forth in the statutory notice below. Sales contracts executed pursuant to this report **are binding on the buyer under those conditions specified immediately below** and in Part V.B. of this report found on pages 18 & 19 of this report. This report expires nine (9) months after the effective date of the report and may not be extended or renewed.

**STATUTORY NOTICE**

"The effective date for the Developer's Contingent Final Public Report was issued before the Developer submitted to the Real Estate Commission: the executed and recorded deed or master lease for the project site; the executed construction contract for the project; the building permit; satisfactory evidence of sufficient funds to cover the total project cost; or satisfactory evidence of a performance bond issued by a surety licensed in the State of not less than one hundred percent of the cost of construction, or such other substantially equivalent or similar instrument or security approved by the Commission. Until the Developer submits each of the foregoing items to the Commission, all Purchaser deposits will be held by the escrow agent in a federally-insured, interest-bearing account at a bank, savings and loan association, or trust company authorized to do business in the State. If the Developer does not submit each of the foregoing items to the Commission and the Commission does not issue an effective date for the Final Public Report before the expiration of the Contingent Final Public Report, then:

- (1) The Developer will notify the Purchaser thereof by certified mail; and
- (2) Either the Developer or the Purchaser shall thereafter have the right under Hawaii law to rescind the Purchaser's sales contract. In the event of a rescission, the Developer shall return all of the Purchaser's deposits together with all interest earned thereon, reimbursement of any required escrow fees, and, if the Developer required the Purchaser to secure a financing commitment, reimburse any fees the Purchaser incurred to secure that financing commitment." [§514A-64.5, HRS)

The developer is not required to submit but has for this registration a letter regarding Line of Credit.

**Multi-Increment Phase:** The Developer has also reserved the right to develop the Community (meaning the entire project of 144 units and its common elements) in separate "increments" or "clusters", each consisting of a number of Apartments. Developer contemplates, however, that development shall proceed in four (4) increments—Phase 1 consisting of forty-eight (48) apartments, Phase 2 consisting of thirty-two (32) apartments, Phase 3 consisting of thirty-two (32) apartments and Phase 4 consisting of thirty-two (32) apartments. In the event that the phasing of increments departs from the foregoing, Developer shall in advance of the construction of such increment file an amendment to the Declaration identifying the Apartments in such increment. Only the first "increment" will be constructed initially. Subsequent increments will be constructed later. As each "increment" or "cluster" is constructed, it will likely be merged with previously developed phases described above. With the addition of such increment, the

common interest allocable to such apartment will be adjusted as set forth in the Declaration and as noted in Exhibit "E". See Section EE of the Declaration.

**Affordable Apartments:** Pursuant to an agreement with the City and County of Honolulu, the Developer has proposed and expects that all of the apartments in the Community will be sold as part of a government-sponsored and administered program to provide "Affordable Income Purchasers" with the opportunity to purchase housing at prices below the market value of comparable housing. These apartments are sometimes described in this public report as "Affordable Apartment(s)". There will be one hundred forty-four (144) Affordable Apartments in the ViewPointe at Waialeale community. A complete description of the expected eligibility requirements for "Affordable Income Purchasers", and the required personal information, representations and agreements, is specifically contained in an "Owner-Occupant Affidavit" form and a "Housing Application". Copies of these forms, together with an instruction sheet, are attached to this public report as Exhibit "K".

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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 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 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 a 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 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: Schuler Homes, Inc. Phone: (808) 521-5661  
Name (Business)  
828 Fort Street Mall, 4th Floor  
Business Address  
Honolulu, Hawaii 96813

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

James K. Schuler, Chairman, President, Chief Executive Officer

Michael T. Jones, Executive Vice President

Pamela S. Jones, Vice President, Secretary, Treasurer

Douglas M. Tonokawa, Vice President

Peter M. Aiello, Vice President

Harvey L. Goth, Senior Vice President

Mary K. Flood, Vice President

Thomas A. Bevilacqua, Assistant Secretary

Real Estate Broker: Schuler Realty/Oahu, Inc. Phone: (808) 521-5661  
Name (Business)  
828 Fort Street Mall, 4th Floor  
Business Address  
Honolulu, Hawaii 96813

Escrow: First American Long & Melone Title Co., Ltd. Phone: (808) 523-2358  
Name (Business)  
1001 Bishop Street, Suite 2770  
Business Address  
Honolulu, Hawaii 96813

General Contractor: Lokelani Construction Corporation Phone: (808) 521-5661  
dba Lokelani Homes (Business)  
Name  
828 Fort Street Mall, 4th Floor  
Business Address  
Honolulu, Hawaii 96813

Condominium Managing Agent: Hawaiiana Management Company, Ltd. Phone: (808) 593-9100  
Name (Business)  
711 Kapiolani Blvd., Suite 700  
Business Address  
Honolulu, Hawaii 96813

Attorney for Developer: Case Bigelow & Lombardi (Dennis M. Lombardi) Phone: (808) 547-5400  
Name (Business)  
Grosvenor Center, Mauka Tower  
737 Bishop Street, Suite 2600  
Business Address  
Honolulu, Hawaii 96813

**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. 98-117420  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court      Document Number \_\_\_\_\_

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

Amended and Restated Declaration of Condominium Property Regime of ViewPointe at Waikele dated September 1, 1998, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 98-133147.

- 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. 2779  
 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. 98-117421  
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]:

Amended and Restated Bylaws of the Association of Apartment Owners of ViewPointe at Waikele dated September 1, 1998, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 98-133148.

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>Majority Vote of Board of Directors</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:

- A. Upon completion of the Project, the Developer may amend the Declaration and the Condominium Map (if necessary) to file the "as built" verified statement required by Section 514A-12 of the Condominium Property Act.
- B. Until all of the apartments have been sold, the Developer may amend the Declaration, the Bylaws and/or the Condominium Map to make such amendments as may be required by law, by the Real Estate Commission, by the title insurance company, by a mortgage lender, or by any governmental agency (including the VA, HUD, FNMA and/or FHLMC), provided that no such amendments change the common interest appurtenant to an apartment or substantially change the design, location or size of an apartment.
- C. Until all of the apartments have been sold and the "as built" verified statement is filed, the Developer may amend the Declaration and the Condominium Map to (i) reflect alterations in any apartment which has not been sold; and (ii) reflect minor changes in any apartment or in the common elements which do not affect the physical location, design or size of any apartment which has been sold.
- D. The Developer may, unilaterally or jointly with the owner of an adjoining parcel of land, effect a subdivision or consolidation and resubdivision of land ("Resubdivision") that will result in a boundary adjustment and a substantial reduction in area of the Project land, provided that (i) the Resubdivision does not affect the layout, location and structure of any apartments or other improvements of the Project as shown on the Condominium Map, (ii) the Resubdivision does not change or reapportion the common interest appurtenant to any apartment, (iii) the gross area of land removed from the Project shall not exceed 15+ acres, and (iv) the Resubdivision is completed on or before December 31, 2002. When the Resubdivision is completed, the Developer may amend the Declaration and Condominium Map to substitute a new description of the Project land (Exhibit "A") to the Declaration and, if deemed necessary or advisable, to substitute a new site plan as part of the Condominium Map. See Section R of the Declaration.
- F. As noted under the Important Notes, Page 2, Developer has reserved the right to develop the Community in increments and merge increments as developed. The Developer may also modify the product mix and apartment type in future phases. Upon merger of future planned phases, individual apartment undivided common interest in the Community will be altered accordingly. See Exhibit "E".



III. THE CONDOMINIUM PROJECT

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

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

Lease Rent Payable:  Monthly  Quarterly  
 Semi-Annually  Annually

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

For Subleaseholds:

- Buyer's sublease may be cancelled 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 provisions.

Lease Term Expires: \_\_\_\_\_

Rent Renegotiation Date(s): \_\_\_\_\_

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: 94-510 Lumiaina Street Tax Map Key: (Oahu) 9-4-07:42  
Waikēle, Hawaii 96797 (TMK) \_\_\_\_\_

[ ] Address [ ] TMK is expected to change because \_\_\_\_\_

Land Area: 23.397\* [ ] square feet [ X ] acre(s) Zoning: R-5

\*The Project Land area may be reduced by as much as 15+ acres, as provided in and pursuant to Section R of the Declaration. See Section IIE.2.D on page 7 of this public report.

Fee Owner: Schuler Homes, Inc.  
Name

828 Fort Street Mall, 4th Floor  
Address

Honolulu, Hawaii 96813

Lessor: N/A  
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: 18 Floors Per Building 2

Exhibit A contains further explanations.

3. **Principal Construction Material:**

Concrete  Hollow Tile  Wood

Other Wood frames, metal, glass and other building materials.

4. **Uses Permitted by Zoning:**

	No. of <u>Apts.</u>	Use Permitted <u>By Zoning</u>		No. of <u>Apts.</u>	Use Permitted <u>By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>144</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: Reasonable number of common household pets, such as small dogs, cats, aquarium fish and birds. No livestock or poultry, and no animals classified as "pests" or prohibited from importation under state statutes.

Number of Occupants: No more than 2 persons per bedroom, not including children under 5 years old; no more than 3 persons per bedroom including children under 5 years old; and otherwise only in accordance with any limitations imposed by state or municipal law or ordinance.

Other: Condominium Homes shall be used for residential purposes only; no "time-sharing" permitted.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 36 Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area(s)*</u>	<u>Entry</u>	<u>Garage</u>	<u>Lanai/Patio(s)</u>
<u>B</u>	<u>64</u>	<u>2/2</u>	<u>716</u>	<u>37</u>	<u>N/A</u>	<u>73</u>
<u>D</u>	<u>24</u>	<u>2/1</u>	<u>630</u>	<u>46</u>	<u>N/A</u>	<u>81</u>
<u>E</u>	<u>28</u>	<u>2/2</u>	<u>731</u>	<u>N/A</u>	<u>N/A</u>	<u>106</u>
<u>F</u>	<u>28</u>	<u>3/2</u>	<u>905</u>	<u>N/A</u>	<u>N/A</u>	<u>119</u>

Total Number of Apartments 144 (May be built in increments.)

*\*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls. Other documents and maps (including the Condominium Map) 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 all walls, columns and partitions which are not load-bearing within the Apartment's perimeter walls, (including the garage, if any, associated therewith, as shown on the Condominium Map), the inner decorated or finished surfaces of all walls, floors, ceilings, doors, door frames and window frames along the perimeters, all windows along the perimeters, the air space within the perimeter, the lanais, if any, shown on the Condominium Map to the inner decorated or finished surfaces of the perimeter walls of such lanais and to the interior edge of the exterior railings or other boundaries of such lanais, the entry court or area, if any, shown on the Condominium Map to the inner decorated or furnished surfaces of the perimeter walls of such entry court or area and to the interior edge of other boundaries of such entry court or area, the exterior storage areas, if any, shown on the Condominium Map, all fixtures originally installed in the Apartment, and all pipes, plumbing (including water heaters), wires, conduits and other utility or service lines and facilities servicing only the Apartment. The Apartments shall not include the undecorated or unfinished surfaces of the perimeter party or non-party walls, the undecorated or unfinished surfaces of the doors, door frames and window frames along the perimeters, the interior load-bearing columns, girders, beams and walls, the undecorated or unfinished surfaces of the floors and ceiling surrounding each Apartment, the exterior edge of the exterior railings or other exterior boundaries of the lanais, if any, shown on the Condominium Map, or any pipes, shafts, wires, conduits or other utility or service lines running through an Apartment which are utilized for or serve more than one Apartment, all of which are deemed common elements as provided in the Declaration.

Permitted Alterations to Apartments: Alterations or additions solely within an apartment or within a limited common element appurtenant to and for the exclusive use of an apartment shall require the written approval of the Board of Directors and all apartment owners directly affected, as determined by the Board of Directors. Any alteration or addition different in any material respect from the Condominium Map shall be commenced only pursuant to an amendment to the Declaration, as provided in Section L of the Declaration.

7. Parking Stalls:

Total Parking Stalls: 325

	<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>136</u>	<u>54</u>	<u>8</u>	<u>90</u>	<u>      </u>	<u>      </u>	<u>288</u>
Guest Unassigned	<u>      </u>	<u>37</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>37</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>
Total Covered & Open	<u>227</u>	<u>      </u>	<u>98</u>	<u>      </u>	<u>0</u>	<u>      </u>	<u>325</u>

Each apartment will have the exclusive use of at least 2 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.

Exhibit B 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                       Recreation Area

Laundry Area                       Tennis Court                       Trash Chute

Other: Trash receptacles (16); Mail areas (9)

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 \_\_\_\_\_

10. Condition 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	<u>  X  </u>	<u>          </u>	<u>          </u>
Structures	<u>  X  </u>	<u>          </u>	<u>          </u>
Lot	<u>  X  </u>	<u>          </u>	<u>          </u>

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   C  .

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 may use them, as described in the Declaration are:

described in Exhibit   D\*  .

as follows:

Note: Land areas referenced herein are not legally subdivided lots.

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. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit   E  .

as follows:

- E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit   F   describes the encumbrances against the title contained in the title report dated July 2, 1998 and issued by First American Long & Melone Title Company, Ltd.

**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.

[ X ] There are no blanket liens affecting title to the individual apartments.

[ ] 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 only 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 Prior to Conveyance</u>
NONE	NONE

**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's sole warranty will be provided in the form attached to this Public Report as Exhibit "G".

2. **Appliances:**

The Developer makes no warranty as to any appliances or other consumer products that may be installed in any Condominium Home or in the common elements. If there are any applicable manufacturer's or dealer's warranties relating to such appliances or other consumer products, the Developer will endeavor to assign and pass on to each owner the benefit of such warranties.



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

Construction of the Project shall commence September 1998, and should be completed by approximately December 1999.

H. **Project Phases:**

The developer  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):

**Alteration of the Community:** The Developer has reserved the right in its sole and absolute discretion:

1. To make alterations in the Community (and to amend the Declaration and the Condominium Map accordingly) which change the configuration of, alter the number of rooms of, decrease or increase the size of, or change the location of any Apartment (and the limited common elements appurtenant thereto) in the Community which is not sold and the conveyance thereof Recorded, including specifically the right to alter the mix of model home types (increase or decrease the number of model home types); and
2. To make other alterations in the community (and to amend the Declaration and the Condominium Map accordingly) which make minor changes in any Apartment in the community or in the common elements which do not affect the physical location, design or size of any Apartment which has been sold and the conveyance thereof recorded.

**Multi-Increment Phase:** The Developer has also reserved the right to develop the Community in increments. The Community will consist of one hundred forty four (144) residential Apartments and no commercial apartments contained in eighteen (18) two-story buildings to be developed, in Developer's sole discretion, in as many separate increments as Developer shall determine. The Developer contemplates, however, that development shall proceed in four (4) increments-Phase 1 consisting of forty-eight (48) Apartments, Phase 2 consisting of thirty-two (32) Apartments, Phase 3 consisting of thirty-two (32) Apartments and Phase 4 consisting of thirty-two (32) Apartments.

IV. CONDOMINIUM MANAGEMENT

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

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium 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 condominium managing agent for this project, named on page five (5) of this report, is:

- not affiliated with the Developer  the Developer or the Developer's affiliate.
- self-managed by the Association of Apartment Owners  other \_\_\_\_\_

B. **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, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit H and H-1 contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

**EXHIBIT "H" contains a schedule of Estimated Initial Monthly and Annual Maintenance Fees.**  
**EXHIBIT "H-1" contains a schedule of Estimated Maintenance Fee Disbursements for this community.**

NOTE: The Estimated Maintenance Fee Disbursements for the ViewPointe at Waialeke Association have been compiled by Hawaiiiana Management Company, Ltd., a licensed property manager. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. The Buyer is aware that such amounts are only estimates and may change for reasons beyond the control of Seller, and the Buyer hereby specifically accepts and approves any such changes. The Buyer is also aware that such estimates do not include the Buyer's obligation for payment of real property taxes. The Buyer understands that such estimates are not intended to be and do not constitute any representation or warranty by the Seller, including but not limited to any representation or warranty as to the accuracy of such estimates. Buyer understands that Seller has not independently confirmed the accuracy or content of the estimates prepared by the licensed independent managing agent. Further, the Developer advises that costs and expenses of maintenance and operation of a condominium community are very difficult to estimate initially and even if such maintenance charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Maintenance charges can vary depending on services desired by apartment owners and may increase significantly depending on the level of services eventually selected by the Association's Board of Directors. The Buyer should examine the maintenance charges schedule to see what services are included in the schedule and address these issues with its Board upon its formation. Buyers should also be aware that the estimates provided are as of the date reflected in the Managing Agent's certification and do not reflect the actual charges that may be incurred upon the formation of the Association and the actual contracting for such services such as insurance and maintenance, etc.

Note: The Developer intends to pay all of the actual common expenses for the project until FEBRUARY 28, 1999. Accordingly, apartment owners shall not be obligated for the payment of their respective shares of the common expenses until MARCH 1, 1999. Including and from and after MARCH 1, 1999, apartment owners will be obligated to pay their respective shares of the common expenses allocated to their apartment, beginning with the budgeted monthly maintenance fees for the month of MARCH, 1999.

C. **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:

[ ] None      [X] Electricity (  X   Common Elements only \_\_\_\_\_ Common Elements & Apartments)  
[ ] Gas (\_\_\_\_\_ Common Elements only \_\_\_\_\_ Common Elements & Apartments)  
[X] Water                      [X] Sewer                      [ ] Television Cable  
[X] Other   Refuse Collection  

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## 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 I contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated July 10, 1998.

Exhibit J contains a summary of the pertinent provisions of the escrow contract.

Other: Exhibit K is Unit Selection Form and Notice of Chronological Reservation System and Receipt of Owner-Occupant Affidavit Form and Affordable Housing Application

### 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 buyers. 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 from \$35.00 up to the amount of the escrow fee.

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

Contingent Final Report or Supplementary Report to a Contingent Final Report: Sales made by the developer are binding if:

A) The Developer delivers to the buyer a copy of:

- 1) Either the Contingent Final Public Report **OR** the Supplementary Public Report which has superseded the Contingent 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.

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 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) Condominium Map, as amended.
- E) Community Rules.
- 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: Master Declaration of Covenants, Conditions and Restrictions for the Waikele Community dated December 28, 1990, recorded as Land Court Document No. 1791991, Tenth Supplemental Master Declaration of Covenants, Conditions and Restrictions for the Waikele Community dated April 20, 1993, recorded in the Bureau of Conveyances as Document No. 93-061690, and Memorandum of Declaration of Development Covenants, Conditions and Restrictions, recorded as Document No. 93-061691.

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 (DCCA). Supporting documents for this registration are on file with the DCCA for a period of ten years and one day from the effective date of the last public report. After that time, the DCCA will destroy the supporting documents except for the last public report. 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, Hawaii 96809, at a nominal cost.

This Public Report is a part of Registration No. 4010 filed with the Real Estate Commission on August 11, 1998.

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

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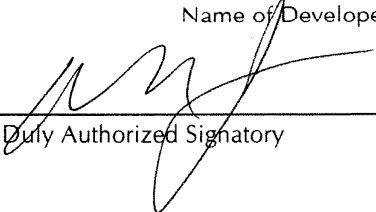
Note: The Developer advises that costs and expenses of maintenance and operation of a condominium community are very difficult to estimate initially and even if such maintenance charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Maintenance charges can vary depending on services desired by apartment owners and may increase significantly depending on the level of services eventually selected by the Association's Board of Directors. The Buyer should examine the maintenance charges schedule to see what services are included in the schedule and address these issues with its Board upon its formation.

**C. Additional Information Not Covered Above**

1. All prospective purchasers should also be aware that the Project is within and a part of the master planned community known as the Waikele Community, and is subject to certain conditions and restrictions contained in various documents that affect the Project, including: (i) the covenants, conditions, restrictions, reservations, agreements, obligations and other provisions contained in the Master Declaration of Covenants, Conditions and Restrictions for the Waikele Community dated December 28, 1990, recorded at the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1791991, as amended; (ii) the reservations and exceptions contained in the Tenth Supplemental Master Declaration of Covenants, Conditions and Restrictions for the Waikele Community, dated April 20, 1993, recorded as Bureau of Conveyances Document No. 93-061690; and (iii) certain other disclosures and waivers applicable to developments within the Waikele Community, as set forth in Section Q of the Condominium Declaration.
2. This project has been designed to receive private refuse collection and does not conform to City and County of Honolulu standards for service by municipal refuse collection vehicles.

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.

\_\_\_\_\_  
Schuler Homes, Inc.  
Name of Developer

By:  \_\_\_\_\_  
Duly Authorized Signatory Date

Sept. 1, 1998

\_\_\_\_\_  
Michael T. Jones, Executive Vice President  
print name & title of person signing above

Distribution:

Department of Finance, City and County of Honolulu  
Planning Commission, City and County of Honolulu  
Federal Housing Administration

**EXHIBIT "A"**  
**DESCRIPTION OF BUILDINGS**

The Community shall contain eighteen (18) buildings, all of which shall contain eight (8) apartments. Each building shall have two stories or levels. None of the buildings shall have a basement. The buildings shall be constructed principally of metal, wood, glass and related building materials.

There shall be three (3) different building types in the Community, designated as Building Types IV, V and VI. Each Building Type IV shall have eight (8) apartments, four (4) of which are Type E apartments and four (4) of which are Type F apartments. Each Building Type V shall have eight (8) apartments, all of which are Type B apartments. Each Building Type VI shall have eight (8) apartments, all of which are Type D apartments.

Each Building is identified on the Condominium Map by a capital letter (or letters) designation. The letters "I", "O" and "V" are not used to identify any of the buildings in the Community. The following is a list of all of the Community's buildings by building type and letter designation:

<u>Building Type</u>	<u>Buildings</u>
IV	A, E, G, H, J, K, T
V	C, F, L, M, N, Q, R, S
VI	B, D, P



**EXHIBIT "B"**  
**PARKING STALLS**

Each of the following apartments (in increment Phase 1) shall have appurtenant to it the exclusive right to use the parking stalls designated below, located as shown on the Condominium Map. Assignment of parking stalls for subsequent increments will be assigned at a later date and upon an amendment to the declaration and this public report.

UNIT #	COVERED STALL #1	UNCOVERED STALL #2	UNIT #	COVERED STALL #1	UNCOVERED STALL #2
A101	S8	S12	D101	S60	S52
A102	S9	S13	D102	S58	C77
A103	S5	C31	D103	S56	C78
A104	S2	C30	D104	S54	C79
A201	S6	S11	D201	S59	C75
A202	S7	S10	D202	S57	C74
A203	S4	C29	D203	S55	C80
A204	S3	C28	D204	S53	C76
B101	S25	S17	S101	S284	S280
B102	S23	S16	S102	S283	S279
B103	S21	S15	S103	S297	C307
B104	S18	S14	S104	S295	S276
B201	S24	C35	S201	S282	S278
B202	S22	C34	S202	S281	S277
B203	S20	C33	S203	S296	C308
B204	S19	C32	S204	S294	C309
C101	S45	C71	T101	S292	C303
C102	S44	C72	T102	S293	C300
C103	S39	S47	T103	S288	C302
C104	S38	S46	T104	S287	C299
C201	S41	S49	T201	S290	C304
C202	S40	S48	T202	S291	C298
C203	S43	S37	T203	S286	C301
C204	S42	C73	T204	S289	S285

Note: A parking stall marked with a "C", as shown on the list above and on the Condominium Map, indicates a parking stall that is "compact" in size. A parking stall marked with an "S", as shown on the list above and on the Condominium Map, indicates a parking stall that is "standard" in size. A parking stall marked with an "HC", as shown on the list above and on the Condominium Map, indicates a parking stall that is suited for use by persons with disabilities. The additional "C", "HC", "S" markings appearing on the list above and/or the Condominium Map are for informational purposes only and do not constitute part of the legal identification of a parking stall, the sole means of legal identification being the numerical designation of the parking stall.

The Community contains twelve (12) "guest" parking stalls numbered S1, S26, C27, C36, HC50, HC51, C70, C81, C305, C306, C310 and C311, located in increment Phase 1 and shown on the Condominium Map.

**EXHIBIT "C"**  
**COMMON ELEMENTS**

The common elements of the Community shall specifically include, but are not limited to, the following:

1. The land described in Exhibit "A", in fee simple.
2. All structural components, such as foundations, girders, columns, beams, floor slabs, supports, main walls, load-bearing walls, floors, ceilings (except the inner or decorated surfaces of such walls, floors and ceilings), roofs, exterior stairs and stairways, landings, railings, entrances and exits (other than the entry courts or entry areas included in the definition of an apartment) of the buildings and/or apartments, doors, door frames, windows, window frames, and other building appurtenances; provided, however, that all rollers, locks, handles, tracks and appurtenant hardware associated with all windows, doors and exterior garage doors, if any, and all sliding screen doors and all glass and window screens shall be the responsibility of the apartment owners.
3. All yards, grounds, gardens, planters, plants, landscaping, refuse facilities, barbecue areas, designated children's play areas, and recreational facilities, if any.
4. All sidewalks, pathways, driveways, roads, curbs, parking areas and parking stalls (including, without limitation, twelve (12) "guest" parking stalls located in increment Phase 1, numbered S1, S26, C27, C36, HC50, HC51, C70, C81, C305, C306, C310 and C311, all as shown on the Condominium Map. Guest stalls for subsequent increment phases will be assigned at a later date and upon recordation of an amendment to the Declaration and this public report.
5. All ducts, electrical equipment, transformers, wiring, pipes and other central and appurtenant transmissions facilities and installations over, under and across the Community which are utilized by or serve more than one apartment for services such as power, electric, light, water, gas, sewer, telephone and radio and television signal distribution, if any; provided, however, that all such items serving an individual apartment shall be the responsibility of the apartment owner.
6. All areas, rooms, spaces, structures, housings, chutes, shafts or facilities of the Community within or outside of the buildings, which are for common use or which serve more than one apartment, such as electrical, maintenance, service, security, machine, mechanical and equipment rooms and the equipment, machinery and facilities therein.
7. All the benefits, if any, inuring to the land or to the Community from all easements, if any, shown on the Condominium Map or listed in Exhibit "A".
8. Any and all apparatus and installations of common use and all other parts of the Community necessary or convenient to its existence, maintenance and safety, or normally in common use.
9. All other parts of the Community which are not included in the definition of an apartment.

**EXHIBIT "D"**  
**LIMITED COMMON ELEMENTS**

Certain apartments shall have appurtenant thereto easements for the exclusive use of certain limited common elements as follows:

1. Parking Stalls:

Each apartment shall have appurtenant to it, as a limited common element, the exclusive right to use such parking stalls as designated on Exhibit "B" to this Public Report.

2. Water Heater Compartments:

Each compartment containing water heaters, and located on the exterior of a building adjacent to apartments located in the building, is a limited common element appurtenant to the ground level apartment and to the second story apartment above them which are served by the water heaters contained in the compartment. Water heater compartments located within an apartment shall be the responsibility of the apartment owner in which the water heater compartment is located.

3. Concrete Pads/Stairways and Second Floor Landings:

The concrete pad outside the door of each ground floor apartment is a limited common element appurtenant to that apartment. Each stairway and landing providing access to an apartment is a limited common element appurtenant to that apartment; provided, that those stairways which lead to two apartments shall be limited common elements appurtenant to both of the apartments so served, but the landing directly adjacent is a limited common element appurtenant only to that apartment.

4. Entry Walkway:

The concrete walkway providing access to the entry court or entry area of each apartment is a limited common element appurtenant to the apartment or apartments served by the walkway.

5. Mailboxes:

Each mailbox bearing the same identification as an apartment is a limited common element appurtenant to that apartment.

6. Yard Areas:

Each fenced-in yard area, as shown on the Condominium Map, 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 yard area.

**EXHIBIT "E"**  
**COMMON INTERESTS**

Increments 1 to 4  
(assuming all increments constructed)

Type and Number of Apartments	Apartment Number	Undivided Common Interest of Each Apartment
B (64)	C101, C102, C103, C104, C201, C202, C203, C204, F101, F102, F103, F104, F201, F202, F203, F204, L101, L102, L103, L104, L201, L202, L203, L204, M101, M102, M103, M104, M201, M202, M203, M204, N101, N102, N103, N104, N201, N202, N203, N204, Q101, Q102, Q103, Q104, Q201, Q202, Q203, Q204, R101, R102, R103, R104, R201, R202, R203, R204, S101, S102, S103, S104, S201, S202, S203, S204	0.006712 (0.6712%)
D (24)	B101, B102, B103, B104, B201, B202, B203, B204, D101, D102, D103, D104, D201, D202, D203, D204, P101, P102, P103, P104, P201, P202, P203, P204	0.006149 (0.6149%)
E (28)	A102, A103, A202, A203, E102, E103, E202, E203, G102, G103, G202, G203, H102, H103, H202, H203, J102, J103, J202, J203, K102, K103, K202, K203, T102, T103, T202, T203	0.006793 (0.6793%)
F (28)	A101, A104, A201, A204, E101, E104, E201, E204, G101, G104, G201, G204, H101, H104, H201, H204, J101, J104, J201, J204, K101, K104, K201, K204, T101, T104, T201, T204	0.008309 (0.8309%)

**COMMON INTEREST ALLOCATIONS APPLICABLE TO  
INITIAL AND SUBSEQUENT INCREMENTS**

Increment 1  
(Buildings A, B, C, D, S and T)

Type and Number of Apartments	Apartment Number	Undivided Common Interest of Each Apartment
B (16)	C101, C102, C103, C104, C201, C202, C203, C204, S101, S102, S103, S104, S201, S202, S203, S204	0.020557 (2.0557%)
D (16)	B101, B102, B103, B104, B201, B202, B203, B204, D101, D102, D103, D104, D201, D202, D203, D204	0.018818 (1.8818%)
E (8)	A102, A103, A202, A203, T102, T103, T202, T203	0.020804 (2.0804%)
F (8)	A101, A104, A201, A204, T101, T104, T201, T204	0.025446 (2.5446%)

Increments 1 to 2

(Buildings A, B, C, D, E, P, Q, R, S, and T)

Type and Number of Apartments	Apartment Number	Undivided Common Interest of Each Apartment
B (32)	C101, C102, C103, C104, C201, C202, C203, C204, Q101, Q102, Q103, Q104, Q201, Q202, Q203, Q204, R101, R102, R103, R104, R201, R202, R203, R204, S101, S102, S103, S104, S201, S202, S203, S204	0.012350 (1.2350%)
D (24)	B101, B102, B103, B104, B201, B202, B203, B204, D101, D102, D103, D104, D201, D202, D203, D204, P101, P102, P103, P104, P201, P202, P203, P204	0.011306 (1.1306%)
E (12)	A102, A103, A202, A203, E102, E103, E202, E203, T102, T103, T202, T203	0.012500 (1.2500%)
F (12)	A101, A104, A201, A204, E101, E104, E201, E204, T101, T104, T201, T204	0.015288 (1.5288%)

Increments 1 to 3  
(Buildings A, B, C, D, E, F, G, M, N, P, Q, R, S and T)

Type and Number of Apartments	Apartment Number	Undivided Common Interest of Each Apartment
B (56)	C101, C102, C103, C104, C201, C202, C203, C204, F101, F102, F103, F104, F201, F202, F203, F204, M101, M102, M103, M104, M201, M202, M203, M204, N101, N102, N103, N104, N201, N202, N203, N204, Q101, Q102, Q103, Q104, Q201, Q202, Q203, Q204, R101, R102, R103, R104, R201, R202, R203, R204, S101, S102, S103, S104, S201, S202, S203, S204	0.008774 (0.8774%)
D (24)	B101, B102, B103, B104, B201, B202, B203, B204, D101, D102, D103, D104, D201, D202, D203, D204, P101, P102, P103, P104, P201, P202, P203, P204	0.008032 (0.8032%)
E (16)	A102, A103, A202, A203, E102, E103, E202, E203, G102, G103, G202, G203, T102, T103, T202, T203	0.008880 (0.8880%)
F (16)	A101, A104, A201, A204, E101, E104, E201, E204, G101, G104, G201, G204, T101, T104, T201, T204	0.010863 (1.0863%)

**EXHIBIT "F"**  
**ENCUMBRANCES AGAINST TITLE**

1. For real property taxes that may be due and owing, reference is made to the Director of Finance, City and County of Honolulu.
2. Title to all mineral and metallic mines reserved to the State of Hawaii.
3. GRANT OF EASEMENT dated October 28, 1982, recorded in the Bureau of Conveyances in Book 16754, Page 410, in favor of the City and County of Honolulu, granting an easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline or pipelines, with manholes and other appurtenant equipment, as a part of the sewer system, through, under and across a portion of said parcel.
4. Reservation and exception as contained in Deed dated December 21, 1983, recorded in the Bureau of Conveyances in Book 17537, Page 36, to-wit:

Reservation unto Oahu Sugar Company, Limited, a Hawaii corporation, its successors and assigns forever, as appurtenant to the lands of the Oahu Sugar Company, Limited, located in the district of the Premises now owned and used or hereafter acquired and used by Oahu Sugar Company, Limited, 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 Oahu Sugar Company, Limited, 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 arising therefrom.
5. CERTIFICATE dated March 31, 1986, recorded in the Bureau of Conveyances in Book 19393, Page 686, by Amfac Property Development Corp., a Hawaii corporation; re: reclassification of land from Agricultural district to Urban district.
6. CERTIFICATE dated April 16, 1986, recorded in the Bureau of Conveyances in Book 19447, Page 217, by Amfac Property Investment Corp., a Hawaii corporation; re: reclassification of land from Agricultural district to Urban district.
7. Unilateral Agreement and Declaration for Conditional Zoning dated November 14, 1986, recorded in the Bureau of Conveyances in Book 20054, Page 522.
8. Easement 15, 10 feet wide, area 253 square feet, as shown on File Plan 2086, for drain line purposes.
9. Encroachment of chain link fence and CRM wall along the west boundary, as shown on survey (of parcel 15) prepared by Wayne M. Teruya, Registered Professional Land Surveyor, with Community Planning, Inc., dated April 2, 1993, as disclosed in Deed dated April 20, 1993, recorded in Bureau of Conveyances as Document No. 93-061689.
10. Tenth Supplemental Master Declaration of Covenants, Conditions and Restrictions for the Waikele Community dated April 20, 1993, by Amfac Property Development Corp., as Declarant, recorded in the Bureau of Conveyances as Document No. 93-061690, annexing property to that certain Master Declaration of Covenants, Conditions and Restrictions for the Waikele Community dated December 28, 1990, recorded as Land Court Document No. 1791991.
11. Declaration of Development Covenants, Conditions and Restrictions dated April 20, 1993, by and between Amfac Property Development Corp., as Amfac, and Schuler Homes, Inc., as Builder, a Memorandum of which is recorded in the Bureau of Conveyances as Document No. 93-061691.
12. Covenants and reservations contained in that certain Limited Warranty Deed dated April 20, 1993, recorded in the Bureau of Conveyances as Document No. 93-061692.

13. UNRECORDED OPTION AGREEMENT AND ESCROW INSTRUCTIONS (Parcel 15) dated April 20, 1993, a Memorandum of which is recorded in the Bureau of Conveyances as Document No. 93-061693, by and between Amfac Property Development Corp., a Hawaii corporation, and Schuler Homes, Inc., a Delaware corporation.
14. Designation of the following easements, as shown on File Plan 2157, to-wit:
  - (A) Easement 1, for utility purposes;
  - (B) Easement 2, for landscaping and waterline purposes;
  - (C) Easement 3, for water meter purposes;
  - (D) Easement 4, for landscaping and waterline purposes;
  - (E) Easement 5, for electrical purposes;
  - (F) Easement 6, for electrical purposes; and
  - (G) Easement 7, for waterline purposes.
15. GRANT OF EASEMENT dated June 25, 1998, recorded as Bureau of Conveyances Document No. 98-096040, in favor of Waikele Golf Club, Inc., a Hawaii corporation, for underground water pipeline(s) over Easement 7.
16. As to that portion of Lot 1 of File Plan 2157, having an area of approximately .028 acre: Rights of access in favor of those entitled thereto.
17. \* Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions as contained in the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PROPERTY REGIME OF VIEWPOINTE AT WAIKELE dated September 1, 1998, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 98-133147, Condominium Map No. 2779, amending and restating instrument filed as Document No. 98-117420.
18. \* Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions as contained in the AMENDED AND RESTATED BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF VIEWPOINTE AT WAIKELE dated September 1, 1998, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 98-133148, amending and restating instrument filed as Document No. 98-117421.

\* Added after amended title search of September 1, 1998.

EXHIBIT "C"

WARRANTY OF COMPLETION OF CONSTRUCTION

U.S. Department of Housing and Urban Development Office of Housing Federal Housing Commissioner



OMB Approval No. 2502-0059

Lender's Name & Address:

FHA/V.A. Case Number:

Lender's Phone No.:

Name(s) of Purchaser/Owner:

Property Address:

For good and valuable consideration, and in accordance with Section 801 of the Housing Act of 1954, and Public Law 85-857 (38 U.S.C. 3705), the undersigned Warrantor hereby warrants to the Purchaser(s) or Owner(s) identified in the caption hereof, and to his/her 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 variations therein) which have been approved in writing by the Federal Housing Commissioner or the Secretary of Veterans Affairs on which the Federal Housing Commissioner or the Secretary of Veterans Affairs based the 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/her (their) successors or transferees shall have given written notice to the Warrantor at any time or times within one year from the date of original conveyance of title to such Purchaser(s)/Owner(s) or the date of initial occupancy, whichever first occurs: Provided further, however, that in the

event (1) 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 any time or times within one year from the date of completion or initial occupancy of such dwelling, whichever first occurs, or (2) where it has been necessary to postpone improvements such notice of nonconformity to the Warrantor as to such incomplete items may be given at any time or times within one year from the date of full completion of each of such items.

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 Secretary of Veterans Affairs has based the valuation of the property, excepting those constructed by a municipality or other government authority.

The undersigned Warrantor further warrants to the Purchaser(s)/Owner(s) or his/her (their) successors or transferees, the property against defects in equipment, material, or workmanship and materials supplied or performed by the Warrantor or any subcontractor or supplier at any tier resulting in noncompliance with standards of quality as measured by acceptable trade practices. This warranty shall continue for a period of one year from the date of original conveyance of title to such Purchaser(s) or from the date of full completion of each of any items completed after conveyance of title. The Warrantor shall remedy, at the Warrantor's expense, any defect(s) of equipment, material, or workmanship furnished by the Warrantor. Warrantor shall restore any work damaged in fulfilling the terms and conditions of this warranty.

If a manufactured (mobile) home was erected on this property, the Warrantor further warrants that (1) the property (other than the manufactured unit itself) complies with the submitted construction exhibits; (2) the manufactured home sustained no hidden damage during transportation and erection; and (3) if the home was manufactured in separate sections, the sections were properly joined and sealed.

Manufacturer's Name, Address & Phone No.:

This warranty shall be in addition to, and not in derogation of, all other rights and privileges which such Purchaser(s)/Owner(s) or his/her (their) successors or transferees 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) or his/her (their) successors or transferees heretofore or contemporaneously with the execution of this agreement or prior to final settlement.

This warranty is executed for the purpose of inducing the Federal Housing Commissioner or the Secretary of Veterans Affairs to make, to guarantee or to insure a mortgage on the captioned property, and the person signing for the Warrantor represents and certifies that he/she is authorized to execute the same by the Warrantor and by his/her signature the Warrantor is duly bound under the terms and conditions of said warranty. The FHA Commissioner or the Secretary of Veterans' Affairs reserves the right to make a final determination as to whether a defect exists and whether the builder must remedy the defect.

Warrantor's Title, Signature & Date:

Builder's Name, Address & Phone No.:

X

Purchaser(s)' acknowledgment: Signature(s) of Purchaser(s) & Dates:

X

X

X

X

Purchaser Note: Any notice of nonconformity must be delivered to the Warrantor within the period or periods set forth above. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802) Previous editions are obsolete. Combines previous HUD-92544-A





**EXHIBIT "G"**

Public reporting burden for this collection of information is estimated to average 0.05 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0059), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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1. Provide completed copies of this warranty to both the homebuyer and the builder, at closing.
2. Include a copy of this warranty in the case binder when sent to HUD.

**EXHIBIT "H"**  
**ESTIMATE OF INITIAL MAINTENANCE FEES FOR INCREMENT PHASE 1**

<b>Apartment Type</b>	<b>Monthly Fee (per apt.)</b>	<b>Yearly Total (per apt.)</b>
B	\$184.81	\$2,217.72
D	\$169.31	\$2,031.72
E	\$187.04	\$2,244.48
F	\$228.78	\$2,745.36

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency. Buyer should be aware that a reserve study has not been conducted for this Project in estimating the reserve funds (if any are indicated) necessary to maintain the Condominium Community.

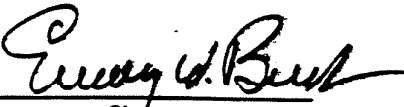
**EXHIBIT "H-1"**

ViewPointe at Waikēle  
Increment 1  
(48 units)

**Estimate of Maintenance Fee Disbursements:**

	<u>Monthly</u> x 12 Months = <u>Yearly Total</u>	
<b>Utilities and Services</b>		
Electricity		
<input checked="" type="checkbox"/> common elements only	200	2400
<input type="checkbox"/> common elements and apartments		
Refuse Collection	500	6000
Water and Sewer	2300	27600
<b>Maintenance, Repairs and Supplies</b>		
Building/Pest Control	500	6000
Grounds	1100	13200
<b>Management</b>		
Management Fee	671	8052
Office Expenses	125	1500
<b>Insurance</b>	960	11520
<b>Reserves (*)</b>	720	8640
<b>Master Assn. Dues</b>	1680	20160
<b>Taxes and Government Assessments</b>	30	360
<b>Audit Fees</b>	84	1008
<b>Legal Fees</b>	100	1200
<b>TOTAL</b>	<b>8970</b>	<b>107640</b>

I, Emory Bush, CMCA, President of Hawaiiana Management Company Ltd., the condominium managing agent for the ViewPointe at Waikēle 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.

  
\_\_\_\_\_  
Signature

August 6, 1998

Date

Note: Developers disclose that no reserve study was done in accordance with Chapter 514A-83.6, HRS, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

<b>ViewPointe at Waikēle</b>	<b>I-48 units</b>	<b>II--32</b>	<b>III-32</b>	<b>IV-32</b>
<b>Budget Assumptions and Calculations</b>	<b>48</b>	<b>80</b>	<b>112</b>	<b>144</b>
<b>Common Electricity</b>	<b>200</b>	<b>334</b>	<b>470</b>	<b>605</b>
Village on the Green Estimate \$4.16 pupm + 3% inflation				
Based on common area usage only				
<b>Refuse Collection</b>	<b>500</b>	<b>834</b>	<b>1,168</b>	<b>1,500</b>
Based on Village on the Green Actual \$10 pupm + 3%inflation				
<b>Water &amp; Sewer</b>	<b>2,300</b>	<b>3,833</b>	<b>5,367</b>	<b>6,900</b>
\$47 pupm + 2% inflation				
<b>MR Building/Pest Control</b>	<b>500</b>	<b>834</b>	<b>1,168</b>	<b>1,500</b>
Based on Village on the Green actuals \$10.41 pupm				
includes termite control measures				
<b>Grounds</b>	<b>1,100</b>	<b>1,800</b>	<b>2,500</b>	<b>3,200</b>
Based on Richard Brownlie's estimates				
<b>Management Fee</b>	<b>671</b>	<b>771</b>	<b>871</b>	<b>1,563</b>
per proposed agreement/\$500 + \$3 pupm				
\$1500 + tax at build-out				
<b>Office Expenses</b>	<b>125</b>	<b>208</b>	<b>292</b>	<b>375</b>
Used Village on the Green + 3%				
<b>Insurance</b>	<b>960</b>	<b>1,600</b>	<b>3,248</b>	<b>4,176</b>
Based on quotes from Sandi Gomes, State Farm				
<b>Reserves</b>	<b>720</b>	<b>1,200</b>	<b>1,680</b>	<b>2,160</b>
Used \$15 per unit per month/industry standard				
<b>Master Dues</b>	<b>1,680</b>	<b>2,800</b>	<b>3,920</b>	<b>5,040</b>
\$35 per unit per month:				
<b>Taxes &amp; Gov't Asmts.</b>	<b>30</b>	<b>50</b>	<b>70</b>	<b>90</b>
Based on Village on the Green estimates				
<b>Audit Fees</b>	<b>84</b>	<b>84</b>	<b>125</b>	<b>125</b>
Based on quote from Jonathan Carr, CPA				
\$1,000 for audit & tax return filing. \$1500 for multiple mergers				
<b>Legal Fees</b>	<b>100</b>	<b>166</b>	<b>233</b>	<b>300</b>
\$2.08 pupm. For periodic legal opinions.				
Delinquency follow-up to be charged to defaulting owner				
	<b>Monthly</b>	<b>8,970</b>	<b>14,514</b>	<b>21,112</b>
	<b>Annually</b>	<b>107,640</b>	<b>174,168</b>	<b>253,344</b>
8/28/98POK				<b>330,408</b>

END OF EXHIBIT "H-1"

**EXHIBIT "I"**  
**SUMMARY OF SALES CONTRACT**

The Deposit Receipt, Reservation and Sales Agreement (the "Sales Contract") contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract states:

(a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of an apartment.

(b) That the purchaser acknowledges having received and read a public report (either preliminary or final) for the Project prior to signing the Sales Contract.

(c) That the Developer makes no representations concerning rental of an apartment, income or profit from an apartment, or any other economic benefit to be derived from the purchase of an apartment.

(d) That the Sales Contract may be subordinate to the lien of a construction lender.

(e) That the purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

(f) Requirements relating to the purchaser's financing of the purchase of an apartment.

(g) That the apartment and the Project will be subject to various other legal documents which the purchaser should examine, and that the Developer may change these documents under certain circumstances.

(h) That, except to the extent of a limited warranty in form attached as Exhibit "G" to this Public Report, the Developer makes no warranties regarding the apartment, the Project or anything installed or contained in the apartment or the Project.

(i) That the Project will be subject to ongoing construction and sales activities which may result in certain annoyances to the purchaser.

(j) That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

(k) That the Developer has reserved certain rights and powers relating to the Project and the purchaser acknowledges and consents to the exercise of such rights and powers.

(l) That except under certain circumstances, as set forth in the Sales Contract, all interest on deposits toward the purchase price shall be the property of the Developer.

(m) If the purchaser defaults, Developer may retain purchaser's deposits and bring on action against purchaser.

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

**EXHIBIT "J"**  
**SUMMARY OF ESCROW AGREEMENT**

The Escrow Agreement sets up an arrangement under which the deposits a purchaser makes pursuant to a Sales Contract will be held by a neutral party ("Escrow"). Under the Escrow Agreement, these things will or may happen:

- (a) Escrow will let the purchaser know when payments are due.
- (b) Escrow will arrange for the purchaser to sign all necessary documents.
- (c) Except under certain circumstances as set forth in the Sales Contract, all deposits toward the purchase price shall be the property of the Developer.
- (d) The purchaser will be entitled to a refund of his or her funds only under certain circumstances as set forth in the Sales Contract.

The Escrow Agreement also establishes the procedures for the retention and disbursement of a purchaser's funds and says what will happen to the funds upon a default under the Sales Contract. The Escrow Agreement contains various other important provisions and establishes certain charges with which a purchaser should be familiar. Purchasers and prospective purchasers should carefully read the signed Escrow Agreement on file with the Real Estate Commission.

EXHIBIT "K"

VIEWPOINTE AT WAIKELE  
UNIT SELECTION FORM AND  
NOTICE OF CHRONOLOGICAL RESERVATION SYSTEM  
AND RECEIPT OF OWNER-OCCUPANT AFFIDAVIT FORM

Unit Selection Form

Unit selected \_\_\_\_\_ Model Style \_\_\_\_\_  
Square Footage \_\_\_\_\_ Projected Price \_\_\_\_\_

Reservation List Number: \_\_\_\_\_

Full Name of Buyers: \_\_\_\_\_  
First Middle Last  
\_\_\_\_\_  
First Middle Last

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (Res.) \_\_\_\_\_  
(Bus) \_\_\_\_\_

Co-Buyer/Spouse: \_\_\_\_\_  
First Middle Last  
\_\_\_\_\_  
First Middle Last

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (Res) \_\_\_\_\_  
(Bus) \_\_\_\_\_

## Notice and Receipt

This is a Notice given by SCHULER HOMES, INC. (the "Developer") in regard to a proposed fee simple residential condominium project to be known as "ViewPointe at Waikele" (the "Project"), which the Developer has made preliminary plans to develop at Waipio and Waikele, District of Ewa, City and County of Honolulu, Hawaii, TMK No. 9-04-07:042. The purpose of this Notice is to inform prospective purchasers of residential units in the Project of the chronological reservations system that has been established for selecting prospective purchasers who will be offered the opportunity to enter into sales contracts for such units.

By signing below, the undersigned acknowledges the following:

1. The undersigned has received the form of "Affidavit of Intent to Purchase and Reside in an Owner-Occupant designated Condominium Residential Unit" (the "Owner-Occupant Affidavit").
2. The undersigned has read or has been given an opportunity to read the Contingent Final Public Report and, if available, the Owner-Occupant Newspaper Announcement ("Pre-Sale Notice") regarding the Project, or a copy thereof, which was first published in the Honolulu Advertiser/Star Bulletin on \_\_\_\_\_.
3. Prior to the effective date in the Contingent Final Public Report, the undersigned did not receive any information regarding the Project or any advance notice of the first publication date from any person who, to the best of the undersigned's knowledge, is an agent or employee of the Developer, or is a licensed real estate agent.
4. The undersigned has been furnished with or been given an opportunity to review a list of those apartments in the Project which have been designated as "residential units for sale to prospective owner-occupants: ("designated units") pursuant to section 514A-103, HRS.
5. The undersigned understands that the Developer's Real Estate Broker is compiling a "Reservation List" of prospective owner-occupants **in the chronological order in which each has submitted both a completed Owner-Occupant Affidavit and an earnest money deposit in the amount of \$2,000.** Each of the prospective owner-occupants on the final Reservation List will be offered an opportunity to select and enter into a sales contract for the purchase of a designated unit **in the order in which their names appear on the Reservation List.** Those prospective owner-occupants who are not initially offered an opportunity to select and enter into a sales contract for the purchase of a unit, or who initially decline to select and enter into a sales contract, may retain their position on the Reservation List as "back-up" prospective owner-occupants.
6. The undersigned understands that any earnest money deposit which the undersigned submits will be deposited in an escrow account that **will not earn interest for the undersigned's account.** At any time prior to entering into a sales contract for the purchase of a designated unit, the undersigned may request in writing to be removed from the Reservation List and thereupon will receive a full refund of the undersigned's earnest money deposit without interest. If the undersigned is not offered the opportunity to enter into a sales contract within 6 months after the issuance of an effective date for the first Public Report on the Project, or the undersigned elects not to enter into a sales contract, the undersigned will be removed from the Reservation List and receive a full refund of the earnest money deposit without interest.
7. This is a "Notice" to prospective owner-occupants and a "Receipt" for the Owner-Occupant Affidavit only. **This is not a contract and does not give the undersigned any right to purchase a unit in the Project or to have the undersigned's name appear on the Reservation List. To be on the Reservation List, the undersigned must return a fully completed and executed Owner-Occupant Affidavit and make the earnest money deposit set forth above.**



8. The undersigned has signed this Notice and Receipt in the presence of an agent or representative of the Developer or the Developer's Real Estate Broker.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Signed in my presence:

\_\_\_\_\_  
Agent for Developer/Broker

.....  
RECEIPT OF THE WITHIN OWNER-OCCUPANT AFFIDAVIT AND EARNEST MONEY  
DEPOSIT ACKNOWLEDGED

Date: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m.

Identification of Deposit: ( ) Cashier's Check

Check No. \_\_\_\_ Bank: \_\_\_\_\_

By: \_\_\_\_\_

**AFFIDAVIT OF INTENT TO PURCHASE AND RESIDE IN AN OWNER-OCCUPANT  
DESIGNATED CONDOMINIUM RESIDENTIAL UNIT**

We, the undersigned "owner-occupants," on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, do hereby declare that it is our intention to purchase and reside in a condominium residential unit designated for an "owner-occupant" in the ViewPointe at Waikale condominium project ("Project") proposed by Schuler Homes, Inc. ("Developer").

We understand, affirm, represent and agree by signing this Affidavit that:

1. It is our intent to reserve and purchase an owner-occupant designated residential unit ("designated unit") pursuant to section 514A-103 of the Owner-Occupant Law, and upon closing escrow, to reside in the designated unit as our principal residence for 365 consecutive days.

2. The term "owner-occupant" as used herein is defined in section 514A-101 of the Owner-Occupant Law as:

"...any individual in whose name sole or joint legal title is held in a residential unit which, simultaneous to such ownership, serves as the individual's principal residence, as defined by the state department of taxation, for a period of not less than three hundred and sixty-five consecutive days, provided that the individual retains complete possessory control of the premises of the residential unit during this period. An individual shall not be deemed to have complete possessory control of the premises if the individual rents, leases or assigns the premises for any period of time to any other person in whose name legal title is not held." (Emphasis added).

3. We understand that if two or more prospective owner-occupants intend to reside jointly in the same designated unit, only one owner-occupant's name shall be placed on the reservation list for either the chronological system or the lottery system.

4. Should we require financing from a financial institution to purchase the designated unit, the financing shall be an owner-occupant mortgage loan. The financial institution is required to take all reasonable steps necessary to determine whether the borrower intends to become an owner-occupant.

5. At any time after obtaining adequate financing or a commitment for adequate financing up until the expiration of this Affidavit (365 days after recordation of the instrument conveying the designated unit to us), we shall notify the Real Estate Commission immediately upon any decision to cease being an owner-occupant of the designated unit.

6. At closing of escrow, we shall file a claim for and secure an owner-occupant property tax exemption with the appropriate county office for the designated unit.

7. We have personally executed this Affidavit and we are all of the prospective owner-occupants for the designated unit. This Affidavit shall not be executed by an attorney-in-fact.

8. This Affidavit shall be reaffirmed by us no earlier than our receipt for the Project's Final Public Report and no later than the closing of escrow for the unit. The developer shall cancel our sales contract or reservation if we fail to make the reaffirmation. If the sales contract has become binding pursuant to section 514A-62 of the Condominium Property Act, we may be considered to be in default under our sales contract, and the Developer may exercise the default or other remedies provided for in the sales contract and any other remedies provided by law.

9. We shall not sell or offer to sell, lease or offer to lease, rent or offer to rent, assign or offer to assign, convey or otherwise transfer any interest in the designated unit until at least 365 consecutive days have elapsed since the recordation of the instrument conveying title to the designated unit to us. Furthermore, we understand that we have the burden of proving our compliance with the law.

10. We understand that it is the affirmative duty of any developer, employee or agent of a developer, and real estate licensee, to report immediately to the Real Estate Commission any person who violates or attempts to violate the Owner-Occupant Law. No developer, employee or agent of a developer, or real estate licensee shall violate or aid any person in violating the Owner-Occupant Law.

11. The Real Estate Commission may require verification of our owner-occupant status and if we fail to submit such verification, we may be subject to a fine in an amount equal to the profit made from the sale, assignment or transfer of the designated unit.

12. Any false statement in this Affidavit or violation of the Owner-Occupant Law shall subject us to a misdemeanor charge with a fine not to exceed \$2,000, or by imprisonment of up to a year or both. We further understand that if we violate or fail to comply with the Owner-Occupant Law, we shall be subject to a civil penalty of up to \$10,000, or fifty per cent of the net proceeds received or to be received from the sale, lease, rental, assignment or other transfer of the designated unit, whichever is greater.

13. When required by context, each pronoun reference shall include all numbers (singular or plural) and each gender shall include all genders.

By signing this affidavit we represent and affirm that we have read, understand and agree to the above statements.

1)	_____	_____	_____
	Purchaser's signature	Print Name	date
2)	_____	_____	_____
	Purchaser's signature	Print Name	date
3)	_____	_____	_____
	Purchaser's signature	Print Name	date

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me personally  
appeared \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ to me known to be the person(s)  
described in and who executed the foregoing instrument and acknowledged that they executed the same  
as their free act and deed as owner-occupants.

\_\_\_\_\_  
Name:  
Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

REAFFIRMATION  
(Leave Section Blank Until After Receipt for the Final Public Report)

We represent and affirm that we have received the Final Public Report for the condominium project  
identified on page one of the attached Affidavit.

By signing this Reaffirmation we represent, warrant and confirm that we have read, understand,  
agree to and reaffirm all the statements set forth in the attached Affidavit. We reaffirm that we are and will  
be the owner-occupants of the designated unit, and that the designated unit will be our principal residence  
for 365 consecutive days after recordation of the instrument conveying the designated unit to us.

REAFFIRMATION OF OWNER-OCCUPANTS:

1) \_\_\_\_\_  
Purchaser's signature Print Name date

2) \_\_\_\_\_  
Purchaser's signature Print Name date

3) \_\_\_\_\_  
Purchaser's signature Print Name date

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me personally  
appeared \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ to me known to be the person(s)  
described in and who executed the foregoing instrument and acknowledged that they executed the same  
as their free act and deed as owner-occupants.

\_\_\_\_\_  
Name:  
Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

**ELIGIBILITY REQUIREMENTS AND  
GUIDELINES FOR BUYER(S)**

1. The applicant(s) must be a citizen of the United States or a permanent resident alien.
2. The applicant(s) must be a bona fide resident of the State of Hawaii.
3. The applicant(s) must be at least eighteen (18) years of age.
4. The applicant must execute an affidavit and provide proof that the individuals that will reside in the unit constitute a household. A household is defined as: a single person; two or more persons related by blood, marriage or operation of law; a live-in non-relative aide living with an elderly, disabled or handicapped person, who is determined to be essential to the care and well-being of that person, as certified by a doctor; two or more persons who have lived together for two or more years who have executed an affidavit, and who have provided proof acceptable to DHCD at its sole discretion. Affidavits from family members or neighbors are not acceptable.
5. The applicant and co-applicant/spouse's annual gross income must not exceed the income limits listed below:

<u>Group</u>	<u>Income Category</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
2	185%	73,850	83,080	92,320	99,700

The total household gross annual income shall include but not be limited to: Wages, salaries, over-time pay, commissions, fees, tips and bonuses and other compensation for personal service; pensions and social security; income derived from assets; dividends and interest; net income from business or profession; deferred compensation; Cost of Living Adjustment (COLA); Basic Allowance for Quarters (BAQ); Variable Housing Allowance (VHA). The Gross Household income shall not include the following: income of a co-mortgagor; income from employment of minor children (including foster children); income from the employment of full-time students under the age of 23 years.

**WHAT HAPPENS NEXT?**

- 1) Schuler Homes, Inc. will make an initial review of all applicants along with the County to determine whether the household meets the County eligibility requirements.
- 2) All applications will be reviewed by a Lender to determine their ability to purchase.
- 3) You will be notified by a Schuler Homes sales representative if you qualify by the city and county and the lender.

If you have any questions, please call Schuler Homes, Inc. at 678-8184 Monday through Sunday, 10:00am to 5:00pm.

HOUSING APPLICATION

**MUST BE FILLED IN COMPLETELY.**

Applicant: \_\_\_\_\_ Co-Applicant/Spouse: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone \_\_\_\_\_  
Residence: \_\_\_\_\_ Business: \_\_\_\_\_  
Number of Family Members to Occupy Home: \_\_\_\_\_  
Total Family Income as Indicated on Tax Return(s): \$ \_\_\_\_\_  
**YOUR INCOME TAX RETURN MUST BE SIGNED**

Cash Available For Downpayment: \$ \_\_\_\_\_  
Employer: \_\_\_\_\_ Monthly Income: \$ \_\_\_\_\_  
Spouse's Employer: \_\_\_\_\_ Monthly Income: \$ \_\_\_\_\_  
Interest/Dividend: \_\_\_\_\_ Monthly Income: \$ \_\_\_\_\_  
Other: \_\_\_\_\_ Monthly Income: \$ \_\_\_\_\_  
Total Family Monthly Income \$ \_\_\_\_\_

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: \$ _____	\$ _____/mo.
	Total 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 this application will not be accepted unless all the information is complete and the signed copies of tax returns for all household members over the age of eighteen (18) and all other required documentation are attached.
3. Applicant understands that this application 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.

YES NO

\_\_\_ \_\_\_

4. Applicants have been married within the past year or tax returns shows different names. Three copies of the marriage certificate must be submitted.

\_\_\_ \_\_\_

5. Applicant or co-applicant has been divorced at any time. Three copies of the divorce decree (not divorce certificate) must be submitted.

HOUSING APPLICATION

YES NO

\_\_\_ \_\_\_

6. Applicants are single persons applying together to constitute a household of two or more. Three copies of proof that applicants have been living together for at least one year is required. Proof can be anything that is dated at least one year ago, such as a joint checking account or joint billing of some sort. **LETTERS OR AFFIDAVITS FROM PARENTS OR OTHER PERSONS STATING THAT THE APPLICANTS HAVE LIVED TOGETHER FOR THE ONE YEAR PERIOD ARE NOT ACCEPTABLE.**

\_\_\_ \_\_\_

7. Applicant(s) is a single parent and has never been married. Three copies of all birth certificates must be submitted, as well as any child support payment documentation.

**THERE MUST BE THREE (3) COMPLETE COPIES OF ALL DOCUMENTATION, INCLUDING THIS ORIGINAL APPLICATION AND SIGNED COPIES OF TAX RETURNS FOR ALL HOUSEHOLD MEMBERS OVER THE AGE OF EIGHTEEN. If you wish to have a copy for your records, please make that in addition to the above referenced three (3) copies.**

I hereby certify that the information listed above is true and correct to the best of my knowledge.

Applicant: \_\_\_\_\_ Co-Applicant/Spouse: \_\_\_\_\_

Date \_\_\_\_\_





**HOUSING APPLICATION**

**LIST BANK ACCOUNTS:**

<b>INSTITUTION</b>	<b>BRANCH</b>	<b>TYPE</b>	<b>BALANCE</b>
			\$
			\$
			\$
			\$
			\$

**LIST STOCKS/BONDS:**

<b>NAME</b>	<b>STOCKS/ BONDS</b>	<b># OF SHARES</b>	<b>DIV/INT PER YR.</b>	<b>TOTAL AMOUNT</b>
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**LIST ALL REAL ESTATE HOLDINGS:**

<b>ADDRESS</b>	<b>MARKET VALUE</b>	<b>WHEN ACQUIRED</b>	<b>MORTGAGE BALANCE</b>	<b>MONTHLY PAYMENT</b>
			\$	\$
			\$	\$
			\$	\$

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**OWNER OCCUPANT AFFIDAVIT**

We, the undersigned "owner-occupants" on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, a fee  
 declare that we will be "owner-occupants" in the  
 simple multi-family community (the "Community").

We understand and agree that:

1. The following are current income limits by family size for the Community for potential buyers that their gross household income does not exceed 185% 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. :

<u>Group</u>	<u>Income Category</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
185%			73,850	83,060	92,320	99,700

- 2. By signing this document, we represent that we do not exceed these income requirements 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:

	<u>Name</u>	<u>Age</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

- 5. By signing this document, we represent that we are domiciled in the State of Hawaii, and shall physically reside in the dwelling unit purchased.
- 6. By signing this document, we represent that we understand that we must qualify for the loan to finance the purchase.
- 7. By signing this document, we authorize the City and County of Honolulu, it's designated employees of the Department of Housing and Community Development, to periodically verify the compliance with each of the provisions herein.
- 8. By signing this document, we authorize the Developer or it's representatives to release to the City & County of Honolulu and to any lender of developer's choice all documents, including this affidavit, tax returns and other fiduciary statements, to determine our eligibility status.

OWNER-OCCUPANT(S)

ADDRESS \_\_\_\_\_

PURCHASER SIGNATURE \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

PURCHASER SIGNATURE \_\_\_\_\_

PHONE NO. (RESIDENCE) \_\_\_\_\_

PURCHASER SIGNATURE \_\_\_\_\_

PHONE NO. (BUSINESS) \_\_\_\_\_

PURCHASER SIGNATURE \_\_\_\_\_

STATE OF HAWAII )  
 ) SS.  
CITY & COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me  
appeared \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ (to me known to be the person(s) described in and  
who executed the foregoing instrument and acknowledged that they executed the same as  
their free act and \_\_\_\_\_

\_\_\_\_\_  
Notary Public, First Judicial Circuit  
State of Hawaii

My Commission Expires:

## INSTRUCTION SHEET

Thank you for your interest in We are pleased to again  
be chosen as the developer to provide affordable housing in the Waikole master planned  
community. Outlined below you will find instructions necessary to complete the enclosed  
forms and answer some questions concerning the application process.

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 OR APPLICATIONS WITH**  
**MISSING DOCUMENTATION WILL NOT BE ACCEPTED.** Buyer information forms along  
with 3 copies SIGNED FEDERAL tax returns for all household members over the age of  
eighteen (18) must be delivered in person to the  
sales office located at 94-730 Lumiauwai Street, #1111, from 10 to 5 Monday thru Sunday.

- 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. **SUBMIT ORIGINAL PLUS ONE COPY.**
  
- 2) Real Estate Commission Affidavit  
This form must be signed by all parties in front of a notary public. **YOU MUST SIGN**  
**YOUR FULL NAME (NO INITIALS).** **SUBMIT ORIGINAL PLUS ONE COPY.**
  
- 3) Housing Application Form - Four (4) pages  
These pages must be completely filled out. Please be sure that all Social Security  
numbers are listed for all applicants and occupants. All information will be kept  
confidential and will be submitted to DHCD and a permanent 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. **SUBMIT ORIGINAL PLUS TWO COPIES.**
  
- 4) Tax Returns  
You must submit COPIES of your 1995 or latest year of your **FEDERAL** Tax Return  
(**DO NOT SUBMIT STATE RETURNS**) with all schedules and W-2 forms, for all  
household members over eighteen (18) years of age, and attach them to your DHCD  
application. These will be used to determine household eligibility. **Please do not submit**  
**your original returns, as they will not be returned.** **SUBMIT THREE OF EACH SIGNED**  
**BY ALL PARTIES.**
  
- 5) Affidavit as to Family Members  
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. **SUBMIT ORIGINAL PLUS ONE COPY.**

Once you have returned all the completed forms with your signed 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 under the city affordable and lender guidelines.

You will be notified 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.

Once this paperwork is processed, a sales agent from Schuler Homes will notify you if you  
have met these requirements. At that point in time, a sales contract will be completed along  
with a complete loan application. Schuler Homes will then keep you informed on the  
completion of your new home and your loan status.

**THANK YOU FOR CHOOSING A SCHULER HOME**

**AFFIDAVIT AS TO FAMILY MEMBER**  
(To be completed by all applicants)

STATE OF HAWAII )  
 ) SS. Name of Applicant(s): \_\_\_\_\_  
 CITY & COUNTY OF HONOLULU )

The undersigned applicant(s), being first duly sworn on oath, depose(s) and say(s) that the person(s) named below:

	Names of all household members including applicant and co-applicant	Age	SS#
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

- a. currently constitute a family unit, currently living together, and have been living together for at least the one-year period preceding the date of this affidavit.
- b. will reside in the dwelling unit purchased from SCHULER HOMES, INC.
- c. is/are bona fide resident(s) of the State of Hawaii
- d. agree(s) to inform the Department Housing and Community Development (DHCD) of any changes after this date that affect DHCD's eligibility and preference requirements.
- e. authorize(s) DHCD to make all inquiries that DHCD deems necessary to verify the accuracy of the statements made herein and to determine the undersigned eligibility.
- f. make(s) the declarations in this affidavit that it is a crime punishable by a fine of Five Hundred Dollars (\$500.00) or imprisonment for 30 days or both to knowingly make a false statement concerning the above facts as applicable under the provisions of the Hawaii Penal Code, Part C, Sec. 710-1063, and DHCD may initiate all legal remedies for enforcement of the provisions including immediate termination, repurchase, foreclosure and eviction.

Signature of Applicant(s):

\_\_\_\_\_  
 \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
 Notary Public, First Judicial Circuit  
 State of Hawaii

My Commission Expires: