

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer The Pinnacle Honolulu, LLC  
Address 1188 Bishop Street, Suite 3500A, Honolulu, Hawaii 96813

Project Name (\*): The Pinnacle, Honolulu  
Address: 1199 Bishop Street, Honolulu, Hawaii 96813

Registration No. 4112

Effective date: November 22, 2004

Expiration date: December 22, 2005

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.

**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: February 19, 1999  
 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

*This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.*

**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:

**Reference to Preliminary Report (subject)**

**Description of Significant Changes**

Page 1 (Project Name)

Project Name has been changed to: The Pinnacle, Honolulu

Page 5 (Persons Connected with the Project)

Developer is: The Pinnacle Honolulu, LLC, a Delaware limited liability company

Real Estate Broker is: Sleeping Giant Realty, Inc.

General Contractor is: To be determined.

Condominium Managing Agent is:  
Hawaiiana Management Company, Ltd.

Attorney for Developer is: Law Offices of Wesley Y. S. Chang

Page 10 (Fee Owner)

Fee Owner is: The Pinnacle Honolulu, LLC, a Delaware limited liability company

**Reference to Folder Submitted to REC for Preliminary Public Report**

Tab 3 (Declaration of Condominium Property Regime)

A new section was added to Paragraph 9 giving each Apartment Owner the right to alter his/her Apartment.

Tab 4 (By-Laws of the Association of Apartment Owners)

Revision to update By-Laws to comply with the current requirements of Chapter 514A of the Hawaii Revised Statutes

Tab 6 (Escrow Agreement)

Escrow Agreement by and between The Pinnacle Honolulu, LLC and Title Guaranty Escrow Services, Inc.

Tab 7 (Sales Contract)

draft Sales Contract

Tab 9 (Management Contract)

Management Contract by and between The Pinnacle Honolulu, LLC and Hawaiiana Management Company, Ltd.

Tab 10 (Title Report)

Status Report by Title Guaranty of Hawaii, Inc.

Tab 11 (Master Conveyance)

Deed by 1199 Associates, as Grantor, to The Pinnacle Honolulu, LLC, as Grantee

Tab 12 (Organizational Documents)

Articles of Organization; Certificate of Good Standing

Tab 16 (Sales Broker Listing Agreement)

Broker's Listing Agreement by and between The Pinnacle Honolulu, LLC and Sleeping Giant Realty, Inc.

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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 owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

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

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

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

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

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

## **Operation of the Condominium Project**

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

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

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

**I. PERSONS CONNECTED WITH THE PROJECT**

Developer: The Pinnacle Honolulu, LLC Phone: (808) 523-3477  
 Name\* 1188 Bishop Street, Suite 3500A  
 Business Address Honolulu, Hawaii 96813

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

Michael F. Harrah (Manager)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Real Estate Broker\*: Sleeping Giant Realty, Inc. Phone: (808) 523-3477  
 Name 1188 Bishop Street, Suite 3500A  
 Business Address Honolulu, Hawaii 96813

Escrow Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211  
 Name 235 Queen Street  
 Business Address Honolulu, Hawaii 96813

General Contractor\*: To be determined. Phone: \_\_\_\_\_  
 Name \_\_\_\_\_ (Business)  
 Business Address \_\_\_\_\_

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

Attorney for Developer: Law Offices of Wesley Y. S. Chang Phone: (808) 534-4803  
 Name 841 Bishop Street, Suite 702  
 Business Address Honolulu, Hawaii 96813  
 Attention: Brad Y.C. Wong, Esq.

\* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

**II. CREATION OF THE CONDOMINIUM;  
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

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

The Declaration for this condominium is:

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

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

B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

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

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

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

The Bylaws for this condominium are:

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

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

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

The House Rules for this condominium are:

Proposed       Adopted       Developer does not plan to adopt House Rules

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>Majority of the Board</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:

At any time prior to the first recording of a conveyance or transfer (other than for security) of an Apartment and its appurtenances to a party not a signatory to the Declaration, the Developer may amend the Declaration (including all exhibits), the Bylaws and the Condominium Map in any manner, without the consent or joinder of any Apartment purchaser or any other party. Notwithstanding the lease, sale or conveyance of any of the Apartments, the Developer may amend the Declaration (and when applicable, any exhibits to the Declaration) and the Condominium Map to file the "as-build" verified statement required by Section 514A-12 of the Act. For so long as the Developer retains any interest in an Apartment in the Project, the Developer shall have the right (but not the obligation) to amend the Declaration and the Bylaws (and the Condominium Map, if appropriate) without the consent or joinder of any Apartment Owner, lienholder or any other person or entity, for the purpose of meeting any requirement imposed by (i) any applicable law, (ii) the Real Estate Commission of the State of Hawaii, (iii) any title insurance company issuing a title insurance policy on the Project or any of the Apartments, (iv) any institutional lender lending funds on the security of the Project or any of the Apartments, or (v) any other governmental or quasi-governmental agency, including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; provided, however, that no amendment which would change the common interest appurtenant to an Apartment or substantially change the design, location or size of any Apartment shall be made without the consent of all persons having an interest in such Apartment. Prior to the election of the first Board of Directors, the Developer may amend the Rules and Regulations in any manner with the joinder, consent or approval of any other party.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

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

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

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

---

Lease Rent Payable:     Monthly                                 Quarterly  
                                      Semi-Annually                                 Annually

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

For Sub-leaseholds:

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

- Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Sub-leasehold:

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

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

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

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Lease Rent Payable:     Monthly                                 Quarterly  
                                      Semi-Annually                                 Annually

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



Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

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

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

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

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

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

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

**B. Underlying Land:**

Address: 1199 Bishop Street Tax Map Key (TMK): (1) 2-1-010-026  
Honolulu, Hawaii 96813

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

Land Area: approx. 13,637  square feet  acre(s) Zoning: BMX-4

Fee Owner: The Pinnacle Honolulu, LLC  
Name  
1188 Bishop Street, Suite 3500A  
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: 1 Floors Per Building: 34  
 Exhibit \_\_\_\_\_ contains further explanations.

3. **Principal Construction Material:**  
 Concrete  Hollow Tile  Wood  
 Other Steel, aluminum, concrete, glass and allied building materials

4. **Uses Permitted by Zoning:**

	<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>50</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	<u>      </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	<u>      </u>	<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: Maximum of two small pets per apartment (see Section J of the Rules and Regulations)

Number of Occupants: \_\_\_\_\_

Other: No timesharing, bed and breakfast or rooming house uses (see paragraph 10 of the Declaration and other restrictions in the proposed Rules and Regulations on file with the Developer and the

There are no special use restrictions. Real Estate Commission)

6. Interior (fill in appropriate numbers):

Elevators: 3 Stairways: 3 Trash Chutes: 1

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
Tower	34	3/3	1,540	132	Lanai
Sky	14	3/3	1,540	132	Lanai
Pinnacle	2	2/3	2,202	550	Lanai
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 50

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

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

Boundaries of Each Apartment:

See Exhibit "A"

Permitted Alterations to Apartments:

See Exhibit "A"

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has X elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls:	<u>108</u>			
	<u>Regular</u>	<u>Compact</u>	<u>Tandem</u>	
	<u>Covered</u>	<u>Covered</u>	<u>Covered</u>	<u>TOTAL</u>
	<u>Open</u>	<u>Open</u>	<u>Open</u>	
Assigned (for each unit)	<u>44</u>	<u>55</u>	<u>1</u>	<u>100</u>
Guest	<u>4</u>	<u>3</u>	<u>1</u>	<u>8</u>
Unassigned	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Extra for Purchase	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Other: <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Total Covered & Open:	<u>48</u>	<u>58</u>	<u>2</u>	<u>108</u>

Each apartment will have the exclusive use of at least 1 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/Enclosure(s)  
 Other: Spa, common kitchen, restrooms and other rooms on the 8th floor

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

- There are no violations.                       Violations will not be cured.  
 Violations and cost to cure are listed below:     Violations will be cured by                                     
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):

n/a

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 use them, as described in the Declaration, are:

described in Exhibit "C".

as follows:

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

described in Exhibit "B".

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 "D" describes the encumbrances against the title contained in the title report dated August 12, 2004 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed <b>Prior to Conveyance</b></u>
N/A	

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 intends to require the general contractor to provide a one-year warranty, commencing upon the "Date of Completion" (as defined in section 507-43 of the Hawaii Revised Statutes, as amended), that (a) the materials and equipment furnished for construction of the project will be of good quality and new, unless the construction contract requires or permits that the materials and equipment be otherwise; and (b) the construction and services required by the construction contract (including all labor, materials and equipment to be provided by the general contractor) will be free from defects, except for defects inherent in the quality of the construction and services required or permitted by the construction contract. Without incurring any legal liability, the developer will agree to cooperate with the buyer to try to have the general contractor perform all of the general contractor's warranties. (See section E.14 of the Sales Contract.)

2. Appliances:

Appliance warranty information is not yet available because appliances have not yet been purchased. However, the Developer intends to transfer to the buyer any manufacturer's or dealer's warranties that are transferable and cover appliances sold with the apartments.

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

Estimated start date for construction is January 2005 and Developer estimates, but does not guarantee, the date of completion will be May 2006.

H. **Project Phases:**

The developer [ ] has [X] 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):





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 "F" contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated September 13, 2004  
Exhibit "F" contains a summary of the pertinent provisions of the escrow agreement.
- Other \_\_\_\_\_

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

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

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

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

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

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

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

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**
- B) The buyer has not waived the right to rescind.

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
  - B) Declaration of Condominium Property Regime, as amended.
  - C) Bylaws of the Association of Apartment Owners, as amended.
  - D) House Rules, if any.
  - E) Condominium Map, as amended.
  - F) Escrow Agreement.
  - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
  - H) Other \_\_\_\_\_

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

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)  
Website to access unofficial copy of laws: [www.hawaii.gov/dcca/hrs](http://www.hawaii.gov/dcca/hrs)  
Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

This Public Report is a part of Registration No. 4112 filed with the Real Estate Commission on January 27, 1999.

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

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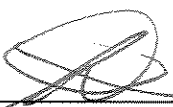
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C. **Additional Information Not Covered Above**

1. Title to the Land. Fee simple title to the Project's land is currently owned by The Pinnacle Honolulu, LLC, a Delaware limited liability company.

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. 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.

The Pinnacle Honolulu, LLC  
 \_\_\_\_\_  
 Printed Name of Developer

By:  \_\_\_\_\_ 9/16/04  
 Duly Authorized Signatory\* Date

Michael F. Harrah, Manager  
 \_\_\_\_\_  
 Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, \_\_\_\_\_ City and County of Honolulu

Planning Department, \_\_\_\_\_ City and County of Honolulu

***\*Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.***

**BOUNDARIES OF APARTMENTS  
AND  
PERMITTED ALTERATIONS TO THE APARTMENTS**

A. Boundaries of Apartments.

Paragraph 3.4 of the Declaration provides that each Apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) the interior decorated or finished surfaces of all walls, floors and ceilings, including floor coverings, (iii) any doors and door frames, windows or panels along the perimeters, window frames, (iv) all fixtures originally installed therein, (v) the decorated or finished surface of the floor, walls and ceiling of the lanai(s) appurtenant to the Apartment, the railing of such lanai(s) and the lanai air space, and (vi) the private elevator lobby serving the Apartment, excluding, however, the elevator doors and door frames opening onto or appurtenant to the Apartment's elevator lobby.

The respective Apartments shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, or the party walls, (b) the undecorated or unfinished surfaces of the floors and ceilings surrounding each Apartment, and (c) any pipes, shafts, wires, conduits or other utility or services lines running through such Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as provided in the Declaration.

B. Permitted Alterations to the Apartments.

Subject to the provisions of the Declaration and Chapter 514A of the Hawaii Revised Statutes (the "Act"), and except as otherwise provided in the Bylaws, no Owner of an Apartment shall, without the prior written approval of the Board of Directors of the Association (the "Board"), make any structural alterations in or additions to his Apartment or make any alterations in (including painting, awnings, jalousies and screens) or additions to the exterior of his Apartment or to the common elements.

An Owner may make non-structural alterations and additions solely within his Apartment, or solely within a limited common element appurtenant to and for the exclusive use of his Apartment, at the Owner's sole cost and expense, provided that such alterations or additions do not affect any other Apartment or other common elements or change the exterior or appearance of the Project, and provided, further, that any building permit required for such alterations or additions is first duly obtained and filed with the Board and the proposed alteration or addition will not adversely affect the Project's insurance rating or premiums.

No Apartment Owner shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment, fixtures, appliances or appurtenances whatsoever on the exterior of the Building or protruding through the walls, windows or roofs thereof.

No Apartment Owner shall, without the prior written approval of the Board, make any structural modifications, changes, additions or alterations to his lanai or add any awnings, sunscreens, louvers, exhaust vents, wind baffles, or drain.

It is intended that the exterior of the Project present a uniform appearance. To effect that end, all interior window coverings (including curtains, drapes and screens of any kind) visible from outside of the Apartment shall include a backing of a type, color and appearance

approved by the Board. In addition, Owners may not, without the prior written approval of the Board, apply any substance, material or process to the exterior or interior surfaces of the Apartment's windows which may alter the exterior color, appearance or reflectivity of the windows.

Subject to the prior written approval of the Board, an Owner may alter the configuration of the water pipes and other limited common elements appurtenant to the Apartment and contained in the air space above the Apartment's ceiling, and may also alter the ceiling to accommodate such reconfigurations; provided, however, that any building or other permit required for such alterations is first duly obtained and filed with the Board.

Subject to the prior written approval of the Board and the Owner of the Apartment immediately below (if any), an Owner may relocate plumbing or waste disposal pipes which extend through the floor of the Owner's Apartment and into the air space (if any) beneath his Apartment, and make such alterations to the floor of the Apartment as are necessary for such relocation; provided, however, that any building or other permit required for such relocation is first duly obtained and filed with the Board; and provided, further, that the Owner of the Apartment immediately below, to which the air space is an appurtenant limited common element, may withhold approval if such relocation requires entry into his Apartment or alteration of his ceiling and would, in his reasonable judgment, significantly disrupt his use and enjoyment of his Apartment. All costs and expenses for restoring the Apartment below and its limited common elements to the condition they were in prior to any work performed pursuant to Section 8.3(g) of the Bylaws shall be paid by the Owner of the Apartment above, including, but not limited to, all costs and expenses for repair, restoration and clean-up of all or any part of the Apartment below and its appurtenant limited common elements.

Notwithstanding any other provisions contained herein or in the Declaration, no Apartment Owner shall, without the prior written approval of the Board, alter or modify any plumbing (except for fixtures such as faucets and shower heads), or any part of the Project's or the Apartment's fire detection and sprinkler system(s).

In the event an Owner wishes to alter or replace any of the hard-surface floor coverings provided with the Apartment or replace carpeting with hard-surface floor coverings, the Owner shall ensure either that the original acoustical underlayment provided with the Apartment remains undamaged and in tact, or, if the original underlayment is damaged or removed or the floor was originally carpeted, the Owner shall install an acoustical underlayment providing protection against sound and vibration transmission equal or superior to the protection provided by the acoustical underlayment originally installed beneath the Apartment's hard-surface floors.

No window air conditioning units shall be installed in any Apartment.

The Owner of any two or more adjacent Apartments separated by a common element wall, ceiling or floor may alter or remove all or portions of such wall, ceiling or floor if the structural integrity of the Building is not thereby affected and if the finish of the remaining common element(s) is restored to a condition substantially comparable to that of the common element prior to such alterations. Such alteration shall require only the written approval of the Board, including the Board's approval of the Owner's plans for such alteration, together with the approval of the holders of first mortgages on all Apartments affected by such alteration, and the approval of the appropriate agencies of the State of Hawaii and/or the City and County of Honolulu if such agencies so require. The Board's approval may be conditioned upon the Board having first received a certified written statement of a registered Hawaii architect or engineer that the proposed alterations shall not adversely affect the structural integrity of any part of the Project or jeopardize the soundness or safety of the Project in any way. Such alteration may be

undertaken without an amendment to these Bylaws or to the Declaration or the filing of a complete set of floor plans of the Project as so altered. If, in the reasonable judgment of the Board, the alterations or additions are substantial in nature, the Board may require that the Owner of the Apartments affected provide evidence satisfactory to the Board of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the Owner obtain a performance and lien payment bond, naming as obligees the Board, the Association and all Apartment Owners and their mortgagees of record, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such construction. Prior to the termination of the common ownership of any such adjacent Apartments, the Owner of such Apartments shall be obligated to restore the intervening wall, ceiling or floor between the Apartments to substantially the same condition in which the wall, ceiling or floor existed prior to its alteration or removal.

Notwithstanding anything to the contrary contained in the Bylaws, the Declaration or the Rules and Regulations, Owners with disabilities shall be permitted to make reasonable modifications to their Apartments and/or common elements, at their expense (including the cost of obtaining any bonds required by the Declaration, these Bylaws or the Act), if such modifications are necessary to enable them to use and enjoy their Apartments and/or the common elements, as the case may be, provided that any Owner with a disability desiring to make such modifications shall make such request, in writing, to the Board of Directors. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications. The Board of Directors shall not unreasonably withhold or delay their consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required in order to consider such request, whichever shall last occur.

Article VIII of the Bylaws contains additional information regarding alterations to the Apartments, the common elements and the limited common elements.



**COMMON INTERESTS,  
PARKING STALL AND STORAGE LOCKER ASSIGNMENTS**

Apartment Number	Common Interest	Parking Stalls*	Storage Locker
33DH	3.20%	301S,302S	33DH
33PH	3.20%	216S,217S	33PH
32DH	1.95%	214C,215S	32DH
32PH	1.95%	212C,213C	32PH
31DH	1.95%	303S,304S	31DH
31PH	1.95%	305S,306C	31PH
30DH	1.95%	307C,308C	30DH
30PH	1.95%	309C,310C	30PH
29DH	1.95%	311C,312C	29DH
29PH	1.95%	313C,314C	29PH
28DH	1.95%	315S,316S	28DH
28PH	1.95%	317S,318C	28PH
27DH	1.95%	401S,402S	27DH
27PH	1.95%	403S,404S	27PH
26DH	1.95%	405S,406C	26DH
26PH	1.95%	407C,408C	26PH
25DH	1.95%	409C,410C	25DH
25PH	1.95%	411C,412C	25PH
24DH	1.95%	413C,414C	24DH
24PH	1.95%	415S,416S	24PH
23DH	1.95%	417S,418C	23DH
23PH	1.95%	209C,210C	23PH
22DH	1.95%	501S,502S	22DH
22PH	1.95%	503S,504S	22PH
21DH	1.95%	505S,506C	21DH
21PH	1.95%	507C,508C	21PH
20DH	1.95%	517S,518C	20DH
20PH	1.95%	511C,512C	20PH
19DH	1.95%	513C,514C	19DH
19PH	1.95%	515S,516S	19PH
18DH	1.95%	601S,602S	18DH
18PH	1.95%	603S,604S	18PH
17DH	1.95%	605S,606C	17DH
17PH	1.95%	607C,608C	17PH
16DH	1.95%	609C,610C	16DH
16PH	1.95%	611C,612C	16PH
15DH	1.95%	613C,614C	15DH
15PH	1.95%	615S,616S	15PH
14DH	1.95%	617S,618C	14DH
14PH	1.95%	701S,702S	14PH
13DH	1.95%	703S,704S	13DH
13PH	1.95%	705S,706C	13PH
12DH	1.95%	707C,708C	12DH
12PH	1.95%	709C,710C	12PH
11DH	1.95%	711C,712C	11DH
11PH	1.95%	713C,714C	11PH
10DH	1.95%	715S,716S	10DH

Apartment Number	Common Interest	Parking Stalls*	Storage Locker
10PH	1.95%	717S,718S	10PH
9DH	1.95%	719H,211C	9DH
9PH	1.95%	509C,510C	9PH

\*All parking stalls are covered. The letter "S" following a parking stall number indicates a standard sized stall, and the letter "C" indicates a compact sized stall. The letter "H" following a parking stall number indicates a handicap stall. On the Condominium Map, guest stalls are indicated with the letter "G".

Parking stalls 201S, 202H, 203S, 204S, 205S, 206C, 207C and 208C are common elements not assigned to any Apartment, and are reserved for guest parking.

Apartment Owners may transfer assigned parking stalls pursuant to the Declaration, provided that each Apartment shall always have at least one (1) parking stall as an appurtenant limited common element. Under certain circumstances described in paragraph 9 of the Declaration, the Owner of an Apartment to which a handicap parking stall is assigned may be required to transfer such stall to another Apartment in exchange for a non-handicap stall.

Apartment Owners may also transfer assigned storage lockers pursuant to the Declaration, provided that each Apartment shall always have at least one (1) storage locker as an appurtenant limited common element.

The common interests listed above were computed by dividing each Apartment's combined net living area and lanai area by the aggregate net living area and lanai area for all Apartments in the Project.

**COMMON ELEMENTS  
AND  
LIMITED COMMON ELEMENTS**

A. Common Elements.

Paragraph 4 of the Declaration provides that the common elements include:

1. The Land, in fee simple;
  2. The limited common elements described in paragraph 5 of the Declaration;
  3. All foundations, columns, girders, beams, supports, perimeter walls, load-bearing walls, roofs, stairs and stairways, elevator cars, shafts, doors and related equipment, pumps, ducts, pipes, wires, conduits, or other utility or service lines which are located outside the Apartments and which are utilized for or serve more than one Apartment, and generally all equipment, apparatus, installations and personal property existing for common use in the Building or located on the Land;
  4. All pipes, wires, ducts, conduits or other utility or service lines running through an Apartment which are utilized by or serve more than one Apartment;
  5. All recreational facilities and other amenities of the Project, including, but not limited to, the amenity areas on the eighth floor of the Building with a pool and spa, a kitchen, restrooms and four additional rooms, a street level security office and owner mail room, a public lobby and porte cochere;
  6. All driveways and other common ways, all parking spaces and areas, all storage areas not located within an Apartment, landscaping, yard areas, fences, gates, retaining walls, mailboxes, trash areas, and accessory equipment areas, including electrical and mechanical rooms located on the Land or within the Building;
  7. All air conditioning and related climate control equipment and facilities;
- and
8. All other improvements on the Land which are not part of any Apartment.

B. Limited Common Elements.

Paragraph 5 of the Declaration describes the limited common elements as follows:

1. Each Apartment shall have appurtenant thereto, as limited common elements, the parking stalls assigned to such Apartment as shown on Exhibit "C" attached to the Declaration and made a part thereof. Parking stalls may be transferred from Apartment to Apartment as provided in the Declaration, provided, however, that each Apartment shall at all times have appurtenant thereto at least one (1) parking stall.
2. The mailbox bearing the same number as an Apartment shall be appurtenant to such Apartment as a limited common element. Each Apartment shall at all times have appurtenant thereto as least one mailbox.

3. Each Apartment shall have appurtenant thereto as a limited common element one or more storage lockers, as shown on Exhibit "C" attached to the Declaration. The storage lockers are located in the basement level of the Building. Storage lockers may be transferred from Apartment to Apartment as provided in the Declaration, provided, however, that each Apartment shall at all times have appurtenant thereto at least one (1) storage locker.

4. Each Apartment shall have appurtenant thereto as a limited common element the exterior decorated or finished surface of the elevator doors opening onto the Apartment's private elevator lobby, and the decorated or finished surface of such parts of the frames of such doors as are visible from within the Apartment's elevator lobby.

5. Each Apartment shall have appurtenant thereto as limited common elements all air conditioning and related climate control equipment and components located within such Apartment or serving only such Apartment.

6. Each Apartment shall have appurtenant thereto as limited common elements the ceiling of such Apartment (excluding the decorated or finished interior surface of such ceiling, which is a part of the Apartment), the air space above such ceiling, and all pipes, conduits and electrical wiring located within or running through such air space and serving only the Apartment; excluding, however, any part of a fire sprinkler or detection/warning system contained in such air space or affixed to the ceiling, all parts of any such sprinkler or detection/warning system being common elements.

7. Each Apartment that has air space beneath its floor shall have appurtenant thereto as a limited common element the floor of the Apartment (excluding the decorated or finished surface of the floor, which is part of the Apartment), and all pipes and plumbing running through the floor and into the Apartment, and serving only that Apartment.

8. Any other common element of the Project which is rationally related to only one Apartment shall be deemed a limited common element appurtenant to and for the exclusive use of such Apartment.

## ENCUMBRANCES AGAINST TITLE

That certain Status Report dated August 12, 2004, issued by Title Guaranty of Hawaii, Inc., discloses the following encumbrances against title to the land of the Project, as described in the Declaration:

1. Any and all Real Property Taxes that may be due and owing.

Tax Key: (1) 2-1-010-026    Area Assessed: 13,637 sq. ft.

2. -AS TO PARCEL SECOND:-

Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT :    SPECIAL WARRANTY DEED

DATED        :    October 26, 1995

FILED        :    Land Court Document No. 2270338

RECORDED    :    Document No. 95-142511

4. Any unrecorded leases and matters arising from or affecting the same.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

Estimate of Initial Maintenance Fees

The Pinnacle, Honolulu  
(50 units)

Apartment Number	Common Interest	Monthly Fee	Yearly Total
33DH	3.20%	\$1,405.92	\$16,871.04
33PH	3.20%	\$1,405.92	\$16,871.04
32DH	1.95%	\$856.73	\$10,280.79
32PH	1.95%	\$856.73	\$10,280.79
31DH	1.95%	\$856.73	\$10,280.79
31PH	1.95%	\$856.73	\$10,280.79
30DH	1.95%	\$856.73	\$10,280.79
30PH	1.95%	\$856.73	\$10,280.79
29DH	1.95%	\$856.73	\$10,280.79
29PH	1.95%	\$856.73	\$10,280.79
28DH	1.95%	\$856.73	\$10,280.79
28PH	1.95%	\$856.73	\$10,280.79
27DH	1.95%	\$856.73	\$10,280.79
27PH	1.95%	\$856.73	\$10,280.79
26DH	1.95%	\$856.73	\$10,280.79
26PH	1.95%	\$856.73	\$10,280.79
25DH	1.95%	\$856.73	\$10,280.79
25PH	1.95%	\$856.73	\$10,280.79
24DH	1.95%	\$856.73	\$10,280.79
24PH	1.95%	\$856.73	\$10,280.79
23DH	1.95%	\$856.73	\$10,280.79
23PH	1.95%	\$856.73	\$10,280.79
22DH	1.95%	\$856.73	\$10,280.79
22PH	1.95%	\$856.73	\$10,280.79
21DH	1.95%	\$856.73	\$10,280.79
21PH	1.95%	\$856.73	\$10,280.79
20DH	1.95%	\$856.73	\$10,280.79
20PH	1.95%	\$856.73	\$10,280.79
19DH	1.95%	\$856.73	\$10,280.79
19PH	1.95%	\$856.73	\$10,280.79
18DH	1.95%	\$856.73	\$10,280.79
18PH	1.95%	\$856.73	\$10,280.79
17DH	1.95%	\$856.73	\$10,280.79
17PH	1.95%	\$856.73	\$10,280.79
16DH	1.95%	\$856.73	\$10,280.79
16PH	1.95%	\$856.73	\$10,280.79
15DH	1.95%	\$856.73	\$10,280.79
15PH	1.95%	\$856.73	\$10,280.79
14DH	1.95%	\$856.73	\$10,280.79
14PH	1.95%	\$856.73	\$10,280.79
13DH	1.95%	\$856.73	\$10,280.79
13PH	1.95%	\$856.73	\$10,280.79

9-14-04

Estimate of Initial Maintenance Fees

The Pinnacle, Honolulu  
(50 units)

Apartment Number	Common Interest	Monthly Fee	Yearly Total
12DH	1.95%	\$856.73	\$10,280.79
12PH	1.95%	\$856.73	\$10,280.79
11DH	1.95%	\$856.73	\$10,280.79
11PH	1.95%	\$856.73	\$10,280.79
10DH	1.95%	\$856.73	\$10,280.79
10PH	1.95%	\$856.73	\$10,280.79
9DH	1.95%	\$856.73	\$10,280.79
9PH	1.95%	\$856.73	\$10,280.79
<b>TOTALS</b>	100.00%	\$43,935.00	\$527,220.00

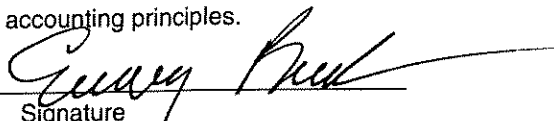
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# Estimate of Fee Disbursement

The Pinnacle, Honolulu  
(50 units)

	Monthly	Annually
<b>Utilities and Services</b>		
Cable	\$1,200	\$14,400
Electricity	\$1,300	\$15,600
Refuse	\$700	\$8,400
Sewer	\$1,400	\$16,800
Telephone	\$700	\$8,400
Water	\$1,400	\$16,800
<b>Maintenance, Rprs Supplies</b>		
Payroll Manager	\$3,000	\$36,000
Apartment Rental	\$1,500	\$18,000
Payroll Maintenance	\$2,500	\$30,000
Payroll Janitorial	\$2,300	\$27,600
Payroll Preparation	\$130	\$1,560
Security	\$5,000	\$60,000
Building/Supplies/Repairs	\$400	\$4,800
Grounds	\$1,210	\$14,520
Tree Trimming	\$175	\$2,100
Pool Supplies	\$400	\$4,800
Elevator	\$2,025	\$24,300
Fire Systems	\$350	\$4,200
Equipment	\$800	\$9,600
Pest Control	\$50	\$600
Plumbing	\$200	\$2,400
Electrical	\$300	\$3,600
Window washing	\$500	\$6,000
Sub metering Expense	\$200	\$2,400
Air Conditioning	\$1,300	\$15,600
<b>Management</b>		
Audit/Tax fees	\$100	\$1,200
Legal Fees	\$150	\$1,800
Management fees	\$1,050	\$12,600
Admin. Services/Supplies	\$350	\$4,200
Board Expense/Meetings	\$25	\$300
Taxes-Income	\$20	\$240
GET/Other	\$20	\$240
Payroll processing	\$130	\$1,560
Reserve Analysis	\$50	\$600
Vehicle Allowance	\$50	\$600
<b>Payroll Taxes</b>	<b>\$900</b>	<b>\$10,800</b>
<b>Insurance</b>		
Property	\$2,500	\$30,000
Liability	\$400	\$4,800
Boiler Machinery	\$60	\$720
Umbrella	\$2,700	\$32,400
Director & Officer	\$1,500	\$18,000
Bond	\$150	\$1,800
Worker's Comp	\$650	\$7,800
TDI	\$40	\$480
Medical	\$1,050	\$12,600
<b>Reserves</b>	<b>\$3,000</b>	<b>\$36,000</b>
<b>TOTAL</b>	<b>\$43,935</b>	<b>\$527,220</b>

I, Emory Bush, as agent for/and/or employed by Hawaiiana Management Company, the condominium managing agent for The Pinnacle, Honolulu 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

9-15-04  
Date

Pursuant to 514A-83.6, Hawaii Revised Statutes, a new association created after January 1, 1993 need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

The Developer has not conducted a reserve study for the Project. The budget amount for Reserves is an estimate only.



## **SUMMARY OF SALES CONTRACT AND ESCROW AGREEMENT**

The Sales Contract provides for the sale of a condominium apartment (the "Residence") by the Developer to a Buyer. The Escrow Agreement provides how the funds paid by the Buyer under the Sales Contract to Escrow are to be held and released. Both the Sales Contract and Escrow Agreement contain many important provisions which are not set out here and should be carefully reviewed by every prospective Buyer. Some of the important provisions of the Sales Contract are described elsewhere in this Public Report and are not included in this summary.

The Sales Contract provides for the number, amount and timing of payments the Buyer is to make to Escrow. The Escrow Agreement provides that Escrow is to collect these payments and hold them in accounts with banks or savings institutions that are federally insured. The Sales Contract and Escrow Agreement provide who gets to keep interest that may be earned on the funds with Escrow. If the Sales Contract is signed before the Real Estate Commission has issued an effective date for a Final Public Report for the Project and before certain other things have happened (as described in the Sales Contract), the Sales Contract shall not be binding on the Buyer or the Seller, and either of them may cancel it at any time before it becomes binding. After the Sales Contract becomes binding, it may be cancelled by the Developer, among other reasons, if the Buyer is obtaining financing and fails to obtain a lender commitment within a certain time period specified in the Sales Contract, or if the Buyer is a cash buyer and fails to furnish satisfactory evidence of ability to pay within other time periods. In certain cases, the Buyer may be responsible for cancellation fees.

The Escrow Agreement provides for the closing or settlement of the sale. Escrow collects all payments and other amounts owed under the Sales Contract, including closing costs which are shared between the Developer and the Buyer as set forth in the Sales Contract.

If the Buyer defaults under the Sales Contract after an effective date is issued for a Final Public Report for the Project and the Final Public Report is "accepted" by the Buyer, the Buyer may lose all of the deposits with Escrow and the Developer, at its option, may pursue other legal remedies. If the Developer defaults under the Sales Contract, the Buyer shall be entitled to specific performance of the Sales Contract, or shall have the right to cancel and terminate the Sales Contract. Under the Sales Contract, the Developer promises to complete construction of the Residence within two (2) years from the effective date of the Sales Contract, provided that the two (2) year period may be extended under certain circumstances specified in Section E.15 of the Sales Contract.

If the Buyer cancels and terminates the Sales Contract because of the Developer's default, the Developer shall repay to the Buyer all sums the Buyer has paid to the Developer or to Escrow under the Sales Contract, and the Buyer may sue the Developer for damages or pursue other legal or equitable remedies. If the Buyer has signed an "owner-occupant" affidavit, the Sales Contract explains that the Buyer will be in default under the Sales Contract if the Buyer does not reaffirm at a specified time the Buyer's intention to be an owner-occupant

of the Residence. If that happens, the Sales Contract permits the Developer to cancel the Sales Contract and to pursue all the remedies available to the Developer under the Sales Contract, including keeping all the money the Buyer has paid under the Sales Contract.

The Sales Contract confirms that the Buyer has had the opportunity to read and approve certain important legal documents for the Project, including the Declaration, Bylaws, and Rules and Regulations. The Sales Contract also provides that the rights of any construction lender with a mortgage against the Project will be superior to the rights of the Buyer under the Sales Contract.

The Sales Contract limits the Buyer's right to assign the Sales Contract and provides for a consent fee for any transfer. The Sales Contract provides for "pre-closing." "Pre-closing" means that Escrow may set a time for the Buyer to sign all of the documents Escrow asks the Buyer to sign, including the Apartment Deed and other closing documents, and the Buyer will pay the Buyer's share of the closing costs, as estimated by Escrow, even though the Buyer's Residence may not be ready for occupancy. Closing costs include Escrow's fee, conveyance tax, recording fees, real property taxes and other prorations (including hazard and liability insurance), notary fees, up to four (4) months' maintenance start-up fees, title report and title insurance fees, legal fees for preparing the Buyer's Apartment Deed, and fees charged by a lender if the Buyer is financing the purchase of his Residence with a loan. Escrow then handles the closing, the transfer of title in accordance with the Escrow Agreement. The Residence must be conveyed to the Buyer free and clear of any blanket liens, such as mortgages covering more than one apartment.

By signing the Sales Contract, the Buyer acknowledges that sales and construction activity at the Project by the Developer may continue after closing of the Buyer's purchase.

The Escrow Agreement provides certain protections to Escrow in the event of a dispute between the Buyer and the Developer. These protections include the right to file an "interpleader" and the right to recover certain fees and costs. In an interpleader action the escrow deposit is given to the court to decide what action to take. The Escrow Agreement sets out escrow fees, escrow cancellation fees and the fees for certain policies of title insurance.

Escrow shall make no disbursements of the Buyer's funds or proceeds from the sale of the Residence (including any payments made on loan commitments from lending institutions), except by way of refunds thereof, until Escrow has received a letter from the Seller, the Sales Contract has become binding, and the requirements of Hawaii Revised Statutes Sections 514A-40 and 514A-63 have been met. No disbursements of the Buyer's funds shall be made from the balance of the escrow fund after payment of costs until Escrow receives satisfactory evidence that all mechanics' and materialmen's liens have been cleared, unless in Escrow's sole discretion sufficient funds are set aside for any bona fide dispute.

Subject to such deduction as may be provided in the Sales Contract and an escrow cancellation fee, if any, the Buyer shall be entitled to a return of any funds deposited by such Buyer, and Escrow shall pay such funds to such Buyer, without interest, as provided for in the Sales Contract, if one of the following has occurred:

(a) Escrow receives a written request from the Seller to return to the Buyer the funds of the Buyer then being held hereunder by Escrow; or

(b) The Seller notifies Escrow in writing of the Seller's exercise of the option to rescind the Sales Contract pursuant to any right of rescission stated therein or otherwise available to the Seller.

Should a Sales Contract which has become binding on the Seller and the Buyer be cancelled, Escrow shall be entitled to a cancellation fee of up to an amount of \$250.00 commensurate with the amount of work performed. Notwithstanding anything in the Escrow Agreement or in the Sales Contract to the contrary, said compensation of Escrow shall be the sole expense of the individual Buyer and shall not in any way be the obligation of the Seller.

**THIS SUMMARY IS NOT COMPLETE AND WILL NOT CONTROL IN THE EVENT OF ANY CONFLICT WITH A PROVISION IN THE SALES CONTRACT OR THE ESCROW AGREEMENT. PROSPECTIVE BUYERS ARE CAUTIONED AND ENCOURAGED TO READ CAREFULLY THE SALES CONTRACT AND ESCROW AGREEMENT.**