

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Posec Hawaii, Inc., a Hawaii corporation
Address ASB Tower, 1001 Bishop Street, Suite 1560, Honolulu, HI 96813

Project Name(\*): 909 KAPIOLANI
Address: 909 Kapiolani Boulevard, Honolulu, HI 96814

Registration No. 5205
Effective date: April 23, 2004
Expiration date: May 23, 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.
FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
SECOND SUPPLEMENTARY: (pink) This report updates information contained in the: Preliminary Public Report dated: January 12, 2004
Supplementary Public Report dated: February 26, 2004

(\*) 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.
FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104

**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:

SPECIAL NOTICE

1. The areas of the apartments have changed and accordingly, the common interests appurtenant to the apartments and each apartment's share of the common expenses have also changed. The revised apartment areas are set forth on pages 11 and 11a of this report. The revised common interests appurtenant to each apartment and the revised common expenses attributable to each apartment are set forth in Exhibit K attached hereto. A summary of the changes in the areas of apartments and their respective Common Interests from the Preliminary Public Report and this Supplementary Report are set forth below:

Apartment Type	Previous Net Square Footage	Previous % Common Interest	Current Net Square Footage	Current % Common Interest
A1	857	0.46486%	846	0.46008%
A2	843	0.45726%	842	0.45790%
B1	975	0.52887%	941	0.51174%
B2	976	0.52941%	1000	0.54383%
C1	620	0.33630%	620	0.33717%
C2	620	0.33630%	620	0.33717%
P1	1587	0.86083%	1562	0.84946%
*P2	1383	0.75017%	1367	0.74342%
*P3	1282	0.69539%	1297	0.70535%
P4	892	0.48384%	954	0.51881%
P5	892	0.48384%	898	0.48836%
C-A	1553	0.84239%	1553	0.84457%
C-B	1997	1.08360%	1997	1.08676%
Rehearsal	4173	2.26354%	4173	2.26940%

\*Apartment Types P-2 and P-3 previously contained three (3) bedrooms and two and one-half (2½) bathrooms. These apartment types now contain two (2) bedrooms and two and one-half (2½) bathrooms.

2. If the reservation agreement executed by a prospective purchaser under the Preliminary Public Report as supplemented by this Supplementary Public Report is terminated, any deposit made by the purchaser shall be refunded to purchaser, and neither the purchaser nor the Developer shall have any further obligations thereunder.

3. The specimen Deposit Receipt and Sales Contract (the "Sales Contract") has changed and accordingly, the Summary of the Pertinent Provisions of the Sales Contract has also changed. The revised Summary of the Pertinent Provisions of the Sales Contract is set forth in Exhibit I attached hereto. The significant changes to the Sales Contract include modifications to the Method of Paying Total Purchase Price, Payment of Purchase Price, and Conditions for Binding Contract. A mandatory mediation/arbitration has also been added. The revised specimen form of the Sales Contract is on file with the Commission.
4. If the reservation agreement executed by a prospective purchaser under the Preliminary Public Report as supplemented by the Supplementary Public Report dated February 26, 2004, and this Supplementary Public Report is terminated, any deposit made by the purchaser shall be refunded to purchaser, and neither the purchaser nor the Developer shall have any further obligations thereunder.
5. The attorney for Developer is Bays, Deaver, Lung, Rose & Baba.
6. The estimated date of completion of the Project is April 2006.
7. Developer may choose to obtain binding sales contracts after the issuance of an effective date by the Real Estate Commission of either a Contingent Final Public Report or a Final Public Report.

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## **General Information On Condominiums**

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

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

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

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

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

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

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

## **Operation of the Condominium Project**

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

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

Until there is 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: Posec Hawaii, Inc., a Hawaii corporation Phone: (808) 599-1990  
 Name\* (Business)  
ASB Tower, 1001 Bishop Street, Suite 1560  
 Business Address  
Honolulu, HI 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):

Myung Gyu Im (President, Director); Kwang Suk Jeon (Vice-President, Director);  
Seung-ji R. Lee (Treasurer, Secretary, Director); Wonjae Jun (Chief Executive Officer)

Real Estate Broker\*: Prudential Locations LLC Phone: (808) 735-4200  
 Name (Business)  
3465 Waialae Avenue, Fourth Floor  
 Business Address  
Honolulu, HI 96816

Escrow: Island Title Corporation Phone: (808) 531-0261  
 Name (Business)  
1132 Bishop Street, Suite 400  
 Business Address  
Honolulu, HI 96813

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

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

Attorney for Developer: Bays Deaver Lung Rose & Baba Phone: (808) 523-9000  
 Name (Business)  
1099 Alakea Street, 16th Floor  
 Business Address  
Honolulu, HI 96813

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

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 Except for aquarium fish, only one pet per apartment is allowed

Number of Occupants:

Other: See Exhibit B

There are no special use restrictions.

6. Interior (fill in appropriate numbers)\*:

Elevators: 3 Stairways: 2 Trash Chutes: 1

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>A1</u>	<u>27</u>	<u>2BR/2BA</u>	<u>846</u>	<u>73</u>	<u>Lanai</u>
<u>A2</u>	<u>27</u>	<u>2BR/2BA</u>	<u>842</u>	<u>72</u>	<u>Lanai</u>
<u>B1</u>	<u>26</u>	<u>2BR/2BA</u>	<u>941</u>	<u>60</u>	<u>Lanai</u>
<u>B2</u>	<u>27</u>	<u>2BR/2BA</u>	<u>1000</u>	<u>50</u>	<u>Lanai</u>
<u>C1</u>	<u>54</u>	<u>1BR/1BA</u>	<u>620</u>	<u>48</u>	<u>Lanai</u>
<u>C2</u>	<u>54</u>	<u>1BR/1BA</u>	<u>620</u>	<u>48</u>	<u>Lanai</u>
<u>Reh. Room</u>	<u>1</u>	<u>N/A</u>	<u>4,173</u>	<u>0</u>	<u>N/A</u>
<u>CA</u>	<u>1</u>	<u>N/A</u>	<u>1,553</u>	<u>0</u>	<u>N/A</u>
<u>CB</u>	<u>1</u>	<u>N/A</u>	<u>1,997</u>	<u>0</u>	<u>N/A</u>

\*Continued on page 11.a

Total Number of Apartments: 228 (225 residential; 3 commercial)

**\* 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 C.

Permitted Alterations to Apartments: See Exhibit D.

**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. Developer has elected to provide the information in a published announcement or advertisement.

6. Interior (fill in appropriate numbers)(continued):

The following unit types are located only on the 32<sup>nd</sup> and 33<sup>rd</sup> floors of the building:

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>P1</u>	<u>2</u>	<u>3BR/2.5BA</u>	<u>1562</u>	<u>155</u>	<u>Lanai</u>
<u>P2</u>	<u>2</u>	<u>2BR/2.5BA</u>	<u>1367</u>	<u>147</u>	<u>Lanai</u>
<u>P3</u>	<u>2</u>	<u>2BR/2.5BA</u>	<u>1297</u>	<u>78</u>	<u>Lanai</u>
<u>P4</u>	<u>2</u>	<u>2BR/2BA</u>	<u>954</u>	<u>250</u>	<u>Lanai</u>
<u>P5</u>	<u>2</u>	<u>2BR/2BA</u>	<u>898</u>	<u>250</u>	<u>Lanai</u>



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

Construction has not yet begun. It is anticipated that construction will begin in September 2004. The estimated date of completion of the Project is April 2006.

**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):

Developer is developing the Project pursuant to a Development Agreement by and between Developer and HCDA. The Project consists of the joint development of the Land on which the Project shall be located, and an adjoining parcel of land more particularly described in Exhibit B attached to the Declaration (the "Adjoining Property"), on which an existing building is situate. It is not anticipated that there will be any additions, mergers or phasing in the Project.

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. 5205 filed with the Real Estate Commission on October 2, 2003.

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

YELLOW paper stock       WHITE paper stock       PINK paper stock

**C. Additional Information Not Covered Above**

1. The Project is being developed pursuant to a proposed Joint Development Agreement by and between Developer and the Musicians' Union, as fee owner of the Adjoining Property, which upon completion will be recorded in the Land Court (the "Joint Development Agreement"). Under the Joint Development Agreement, the land underlying the Project and the land underlying the Adjoining Property shall be considered one lot for zoning purposes. Additionally, the Project is borrowing excess density from the Adjoining Property toward the Project's development.

2. The owners, occupants and invitees of the commercial spaces located along Ward Avenue and Kapiolani Boulevard shall have access to the commercial spaces and guest parking stalls by way of the Project's driveway entrances and exits located on Waimanu Street and Kapiolani Boulevard.

3. The Rehearsal Room located on the 3<sup>rd</sup> Level of the Project shall be a commercial apartment together with storage space, restroom facilities, and hallways consisting of approximately 4,173 square feet, and shall be conveyed in fee simple to the Musicians' Union. Upon such conveyance, the Rehearsal Room shall be for the exclusive use of the owners, occupants and invitees of the Adjoining Property. Access to and from the Rehearsal Room shall be provided by an elevator to be a limited common element to the Rehearsal Room accessible from the Adjacent Property. Owners, occupants and invitees of the Project shall not be permitted to access the Musicians' Rehearsal Room from the Project at any time.

4. Developer hereby discloses that the apartments in the Project shall be subject to the following easements described in Section 8 of the Declaration:

a. Easements in the Common Elements. Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes as ingress to, egress from, drainage (whether natural or manmade), utility services for and support, maintenance and repair of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; and in all other apartments for the purposes of utility services for such apartment, and the maintenance and repair of said utility services, including, without limitation, electricity, gas, water, sewage, telephone, radio, television and cable television.

b. Easement for Encroachments. If any part of the common elements or limited common elements now or hereafter encroaches upon any apartment, or if any apartment now or hereafter encroaches upon any other apartment or upon the common elements or limited common elements, or if any part of the common elements now or hereafter encroaches upon any part of the limited common elements, or if any part of the limited common elements now or hereafter encroaches upon any part of the common elements or other limited common elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event any improvements of the Project shall be partially or totally destroyed and then rebuilt, minor encroachments by any common element or limited common element upon any apartment, by any apartment on any common element or limited common element, by any apartment upon any other apartment, by any common element upon any limited common element, or by any limited common element upon any common element or other limited common element due to such construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

c. Easement for Access to Apartments. The apartment owners and the Association shall have the irrevocable right, to be reasonably exercised by its Board or the Managing Agent, to enter each apartment and the limited common elements from time to time during reasonable hours as may be necessary for the operation of the Project, for making emergency repairs therein necessary to prevent damage to any apartment or common element.

d. Easement to Use Common Elements. Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in, under or over any of the other apartments, the common elements and the limited common elements and serving such owner's apartment. Each apartment and the limited common elements shall be subject to an easement in favor of the owners of all other apartments to use and for access to the pipes, wires, ducts, cables, conduits, public utility lines and other common elements serving such other apartments and the limited common elements and located in such apartments and the limited common elements.

e. Conveyance of Easements. The Association shall have the right, exercisable by its Board of Directors, to designate, grant, convey, transfer, cancel, relocate or otherwise deal with any easements over, under, across or through the common elements for any reasonable purpose, which may include, but shall not be limited to, those purposes which are necessary to the operation, care, upkeep, maintenance or repair of any apartment or the common elements or any easements for utilities or for any public purpose; provided, however, that such right of the Association is subject to, and may not be exercised in any manner which is inconsistent with, in derogation of or which would materially limit, abrogate or materially interfere with, the exclusive use of any limited common elements or any rights or easements reserved in favor of Developer or any owner.

f. Developer's Easement for Sales Activities. Developer, its brokers, sales agents and other related persons approved by Developer shall have the right to conduct extensive sales activities on the Project, which right shall include, without limitation, the use of model apartments, sales and management offices, and extensive sales displays and activities until the earlier of three (3) years from the date of recordation of this Declaration or the closing of the sale of the last unsold apartment in the Project.

g. Developer's Easement to Complete Improvements. Developer, its agents, employees, contractors, licensees, successors and assigns shall have an easement over, under and upon the Project as may be reasonably necessary for the completion of improvements to and correction of defects in the Project for a period of three (3) years from the date of recordation of this Declaration.

h. Developer's Easement for Noise and Dust. For a period of three (3) years from the date of recordation of this Declaration, Developer, its agents, employees, contractors, licensees, successors and assigns, shall have an easement over, under and upon the Project or any portion thereof, to create and cause noise, dust and other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of any apartment or other improvements in the Project, and each apartment owner, lessee, mortgagee, lien holder or other person with an interest in the Project waives any right, claim, or action which such person may have or acquire against Developer, its agents, employees, contractors, licensees, successors and assigns as a result of such activity or activities.

i. Developer's Right to Designate and Grant Easements. For a period of three (3) years from the date of recordation of this Declaration, Developer shall have, incidental to the development and construction of the Project, the right to designate and grant easements, exclusive or nonexclusive, for electrical, gas, telephone, cable television, communications and other utility purposes, and easements for sanitary sewer, drainage and drainline, waterline, and flowage purposes over, under, across, along, upon and through the Project, and together also with the rights of reasonable access thereto in connection with the exercise of said easement rights; provided, however, that such easement rights must be exercised in such manner as to not reasonably interfere with the use of the Project by the apartment owners and those claiming by, through or under the apartment owners, in connection with the installation, maintenance or repair of any facilities pursuant to any of said easements of the Project shall be promptly restored by and at the expense of the person owning and exercising such easement rights to substantially the same condition as was the Project immediately prior to the exercise thereof. Each and every party acquiring an interest in the Project, by such acquisition, consents to such granting and/or realignment of easements and/or rights of way as provided in this paragraph and to the recordation of any and all documents necessary to effect the same, including any amendment or amendments of this Declaration; agrees to execute such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Developer, its successors and assigns as such party's attorney-in-fact with full power of substitution to execute such documents and instruments and to do such things on such party's behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties.

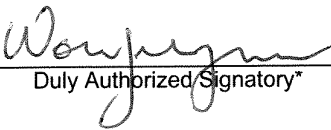
D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The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

N/A - Preliminary 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.

POSEC HAWAII, INC., a Hawaii corporation

Printed Name of Developer

By:   
Duly Authorized Signatory\*

April 20, 2004  
Date

Wonjae Jun, Chief Executive Officer

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.***

## **EXHIBIT "A"**

### **DESCRIPTION OF BUILDING**

The Project consists of a thirty-three (33) story building (excluding the thirteenth floor) containing two hundred twenty-five (225) residential apartments, three (3) commercial apartments, and four (4) levels of parking which include a ground floor parking level, a mezzanine parking level, a second floor parking level and a third floor parking level containing a total of three hundred fifty-two (352) stalls. The building will be constructed primarily of reinforced concrete, masonry, glass, steel, aluminum and appropriate trim. The building does not contain a basement.

Of the two hundred twenty-five (225) residential apartments, one hundred fifteen (115) apartments shall have two bedrooms and two bathrooms, one hundred four (104) apartments shall have one bedroom and one bathroom, four (4) apartments shall have two bedrooms and two one-half bathrooms, and two (2) apartments shall have three bedrooms and two and one-half bathrooms. One (1) commercial apartment is intended for use as a music rehearsal room, and the two (2) remaining commercial apartments are intended for retail use, all as described below.

The first floor of the building, designated as the Lobby/Ground Level on the Condominium Map, is located on even grade with the street, and shall have a lobby, a mailroom, a reception desk, an office, fire control room, janitorial room, restroom facilities, three (3) elevators, three (3) interior stairways, one (1) stairway with access to Waimanu Street and one (1) stairway with access to Kapiolani Boulevard. Immediately adjacent to the building's lobby area, there is a trash collection room, a recycling room, and a receiving area. Adjacent to the parking areas on this level are Commercial Apartments CA and CB, restroom facilities, an outdoor reflecting pool and a landscaped seating area. There are also other rooms located in the parking areas to be used as a pump room, transformer room, electrical room, fuel room and a room for general purposes as shown on the Condominium Map.

The Mezzanine Level of the building, as depicted on the Condominium Map, includes three (3) elevator stops, an elevator lobby, two (2) interior stairways, and a stairway with access to Waimanu Street.

The second floor of the building, designated as the 2<sup>nd</sup> Level on the Condominium Map, includes three (3) elevator stops, an elevator lobby, three (3) interior stairways, a stairway with access to Waimanu Street, and an exterior storage area.

The third floor of the building, designated as the 3<sup>rd</sup> Level on the Condominium Map, contains the Rehearsal Room commercial apartment as depicted on the Condominium Map, which shall also include a storage room, restroom facilities and hallway areas for the exclusive use of the owners, occupants and invitees of the owners of the Rehearsal Room, three (3) elevator stops, an elevator lobby, one (1) elevator for the Rehearsal Room commercial apartment, three (3) interior stairways, a stairway with access to Waimanu Street, a stairway with access to Kapiolani Boulevard and two (2) exterior storage areas.

The fourth floor of the building, designated as the 4<sup>th</sup> Level on the Condominium Map, has a total of seven (7) residential apartments (three (3) two bedroom, two bathroom apartments and four (4) one bedroom, one bathroom apartments), three (3) elevator stops, a trash chute room, an electrical room, a communications room, storage rooms, two (2) interior stairways, a stairway with access to Waimanu Street and a stairway with access to Kapiolani Boulevard, and an outdoor recreation area containing a swimming pool, picnic seating areas, an enclosed party room, and restroom and shower facilities.

Floors 5 through 31 (excluding the thirteenth floor) shall each have a total of eight (8) residential apartments (four (4) two bedroom, two bathroom apartments and four (4) one bedroom, one bathroom apartments), three (3) elevator stops, an electrical room, communications room, two (2) interior stairways, and a trash chute room.

Floors 32 and 33 shall each have a total of five (5) residential apartments (two (2) two bedroom, two bathroom apartments, two (2) two bedroom, two and one-half bathroom apartments and one (1) three bedroom, two and one-half bathroom apartment), three elevator stops, an electrical room communications room, two interior stairways, and a trash chute room.

The Project contains a total of three hundred fifty-two (352) parking stalls, six (6) of which are compact stalls, and three hundred forty-six (346) of which are regular stalls which include tandem and accessible stalls as indicated below.

The Lobby/Ground Level of parking shall have sixty-five (65) covered parking stalls (fifty-four (54) standard stalls, nine (9) tandem stalls and two (2) accessible stalls).

The Mezzanine Level as depicted on the Condominium Map, shall be located between the Lobby/Ground Level and the 2<sup>nd</sup> Level, and shall have sixty-one (61) covered parking stalls (forty-nine (49) standard stalls, ten (10) tandem stalls, one (1) accessible tandem stall and one (1) accessible stall).

The 2<sup>nd</sup> Level of parking shall have one hundred twenty (121) covered parking stalls (eighty-nine (89) standard stalls, three (3) compact stalls, twenty-five (25) tandem stalls, two (2) accessible tandem stalls and two (2) standard accessible stalls).

The 3<sup>rd</sup> Level of parking shall have one hundred five (105) parking stalls (seventy-six (76) standard stalls, three (3) compact stalls, twenty-two (22) tandem stalls, two (2) accessible tandem stalls and two (2) accessible stalls).

## EXHIBIT "C"

### DESCRIPTION OF BUILDING INTERIOR AND APARTMENTS

The following provision taken from Section 4 of the Declaration describes the building interior and Apartments:

There are hereby established in the Project a total of two hundred twenty-eight (228) apartments: two hundred twenty-five (225) residential apartments and three (3) commercial apartments, as shown on the Condominium Map. Each apartment is designated as a separate freehold estate. Each residential apartment consists of the spaces within the perimeter walls, floors and ceilings of the respective apartments as shown on the Condominium Map. Each residential apartment is designated on the Condominium Map by an apartment number consisting of either a three or four digit number. Each residential apartment as so designated and identified by an apartment number is located in the Project as shown on the Condominium Map.

Each type A1, A2, B1 and B2 apartment on the 4<sup>th</sup> Level through the 31<sup>st</sup> Level (excluding a thirteenth floor ) shall have two bedrooms, two bathrooms, a kitchen, a dining room, a living room and one lanai. NOTE – there is no B1 apartment on the 4<sup>th</sup> Level.

Each type C1 and C2 apartment on the 4<sup>th</sup> Level through the 31<sup>st</sup> Level (excluding a thirteenth floor) shall have one bedroom, one bathroom, a kitchen, a dining room, a living room and one lanai.

Each type P1 apartment on the 31<sup>st</sup> and 32<sup>nd</sup> Levels shall have three bedrooms, two and one-half bathrooms, a kitchen, a dining room, a living room and three lanais.

Each type P2 and P3 apartment on the 31<sup>st</sup> and 32<sup>nd</sup> Levels shall have two bedrooms, two and one-half bathrooms, a kitchen, a dining room, a living room and one lanai.

Each type P4 and P5 apartment on the 31<sup>st</sup> and 32<sup>nd</sup> Levels shall have two bedrooms, two bathrooms, a kitchen, a dining room, a living room and two lanais.

The Rehearsal Room commercial apartment located on the 3<sup>rd</sup> Level shall consist of a main room together with an adjacent storage area, restroom facilities and hallway areas containing approximately 4,173 square feet.

The two (2) spaces designated CA and CB on the Lobby/Ground Level shall be commercial apartments containing one room each with areas of 1,553 and 1,997 square feet, respectively.

Each apartment will have the number of rooms (exclusive of lanais), approximate net living floor area in square feet (exclusive of lanais), and approximate net lanai floor area in square feet, as set forth in **Exhibit C** attached to the Declaration.

The approximate net living floor areas as set forth in **Exhibit C** attached to the



Declaration are based on measurements taken from the undercoated or unfinished interior surface of all perimeter walls, except that no reduction has been made to account for interior walls, ducts, vents, shafts and the like located within the perimeter walls. All approximate net lanai floor areas that are set forth in Exhibit C attached to the Declaration are based on measurements taken from the inner surfaces of all perimeter walls and boundaries of the lanai areas. All floor areas set forth in Exhibit C attached to the Declaration are not exact but are approximations based on the floor plans of each type of apartment. All floor areas set forth in Exhibit C attached to the Declaration have also been rounded to the lowest full square foot where the approximation of such floor areas exceed a square foot by any fraction of a square foot. For these reasons, the measurements of the floor areas set forth in Exhibit C attached to the Declaration do not follow the designation of the limits of the apartments (the legally designated areas of the apartments) set forth below, and the floor areas set forth in Exhibit C attached to the Declaration may be different from the floor areas of the apartments as so designated and described below.

Each apartment will have immediate access to the walkways, corridors, stairways and/or elevators of the Project which lead to the lobby areas of the building and other common areas of the Project.

Notwithstanding the floor areas set forth in Exhibit C attached to the Declaration and the manner in which such floor areas have been measured, the respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls and partitions, the foundations, columns, girders, beams, floor slabs, supports, roofs, and ceilings located within or at the perimeter of or surrounding such apartment, any pipes, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, pipes, air exhaust or air conditioning running through or otherwise within such apartment which are utilized for or serve more than one apartment, all of which are deemed common elements as hereinafter provided. Each apartment shall be deemed to include all of the walls and partitions which are not load-bearing and are within its perimeter walls, the inner decorated or finished surfaces of all walls, floors, roofs and ceilings, all glass windows, window frames, louvers (if any), shutters (if any), panels, doors and door frames along its perimeter, the lanais shown on the Condominium Map to the inner decorated or finished surfaces of the exterior perimeter walls of such lanais and to the exterior edge of the exterior railings or other boundaries of such lanais, and all of the fixtures and appliances (if any) originally installed therein.

## EXHIBIT "I"

### SUMMARY OF THE PERTINENT PROVISIONS OF THE SALES CONTRACT

A specimen Deposit Receipt and Sales Contract and Addendum "A" (the "Contract") has been submitted to the Real Estate Commission. ALL BUYERS AND PROSPECTIVE BUYERS SHOULD CAREFULLY READ THE CONTRACT IN FULL, since this summary is NOT A COMPLETE DESCRIPTION of its provisions. The Contract, among other things, covers in more detail the following items:

1. If at the time of execution of the Contract by Buyer and Seller, an effective date for a Contingent Final Public Report or a Final Public Report for the Project has not yet been issued by the Real Estate Commission, the Contract shall not be legally binding upon either Buyer or Seller. In such event, the Contract shall constitute only a "reservation," and not a binding contract and Seller shall have no obligation to sell and Buyer shall have no obligation to buy the Apartment described in the Contract. UNTIL THE EFFECTIVE DATE FOR A CONTINGENT FINAL PUBLIC REPORT OR A FINAL PUBLIC REPORT, THE CONTRACT CONSTITUTES A RESERVATION AND IT MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT CAUSE, AT THE OPTION OF EITHER PARTY, BY WRITTEN NOTICE OF SUCH TERMINATION TO THE OTHER PARTY.

2. Buyer agrees to deliver to Seller, no later than fifteen (15) days after Buyer signs the Contract, written proof of Buyer's ability to make the cash payments under the Contract. Written proof shall include a pre-qualification letter based upon a full credit report. Seller will also have the right to require Buyer to give to Seller a letter of credit from a bank or other financial institution acceptable to Seller securing Buyer's promises and agreements under the Contract and any other information required by Seller.

3. Seller, in its sole discretion, and in addition to any other rights of cancellation or termination reserved to Seller, may elect to cancel the Contract if Buyer defaults under the Contract. Buyer may lose all of its deposits with Escrow and Seller. Seller may, at its option, pursue other legal remedies. If Seller defaults under the Contract, Buyer shall be entitled to specific performance of the Contract, or shall have the right to cancel and terminate the Contract.

4. The estimated Project completion date and closing date are described in the Contract.

5. Buyer is required to prepay maintenance fees, Additional Sums, Closing Costs and Prorations as more particularly described in the Contract.

6. The Contract confirms that Buyer has had or will have the opportunity to read and approve the project documents, including the Declaration, the Bylaws, the Condominium Map, the House Rules, the form of Apartment Deed, the Escrow Agreement, this Public Report and all amendments and supplements to all such documents. Buyer (or Buyer's lender, if any) may inspect copies of each of these documents at Seller's sales office. The Contract also provides that the rights of any construction lender with a mortgage against the Project will be superior to the rights of Buyer under the Contract.

7. Buyer specifically acknowledges and accepts certain enumerated conditions regarding on-going development and marketing of the project stated in the Contract as well as any inconvenience or annoyance which Buyer may experience as a result of such conditions, and expressly waives any rights,

claims or action which Buyer might otherwise have against Seller or third parties as a result of such circumstances.

8. After the Effective Date of the Contingent Final Public Report or the Final Public Report, Buyer shall have the right to rescind the Contract only if there is a material change in the Project which directly, substantially and adversely affects the use or value of (a) Buyer's apartment or appurtenant limited common element, or (b) amenities of the Project available for Buyer's use. Waiver of such right is governed more specifically by the terms of the Contract.

9. If Buyer cancels the Contract because of Seller's default, Seller will repay to Buyer all sums paid by Buyer to the Seller or to Escrow under the Contract, without interest (except that Buyer will get interest on sums held by Escrow in an interest-bearing account in favor of Buyer, if Buyer checked the appropriate box on the first page of the Contract). Buyer agrees that if Seller defaults at any time, Buyer will only have the rights mentioned in the Contract and that Buyer waives any other rights Buyer might otherwise have.

10. Seller shall have certain rights and remedies against Buyer in the event Buyer fails to perform any of the terms and conditions of the Contract, including failure to comply with the pre-closing and closing requirements, as more particularly described in the Contract, including the right to retain Buyer's deposit and the right to other actual and liquidated damages, the right to specifically enforce the Contract, and the right to charge late fees on amounts past due.

11. The Contract prohibits Buyer from assigning the Contract.

12. The execution, delivery and recordation of Buyer's Apartment Deed shall constitute the assignment by Seller to Buyer of any and all warranties given to Seller by the contractors for the Project, if any, including, without limitation, any warranty of materials and workmanship against faulty or deficient materials and installation. The benefit of such warranties, if any, shall accrue to Buyer on closing without further instruments or documents. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY OR WORKMANLIKE CONSTRUCTION WITH RESPECT TO THE APARTMENT, THE PROPERTY, ANY COMMON ELEMENT, LIMITED COMMON ELEMENT, OR ANYTHING INSTALLED THEREIN.

13. Buyer agrees to intentionally waive, relinquish and subordinate the priority or superpriority of any interest under the Contract in favor of the liens or charges upon the Project of the construction lender's mortgage loan.

ALL BUYERS SHOULD READ THE SALES CONTRACT IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE SALES CONTRACT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE SALES CONTRACT, AND DOES NOT ALTER OR AMEND THE SALES CONTRACT IN ANY MANNER. IF ANY PROVISIONS OF THIS SUMMARY CONTRADICT THE PROVISIONS CONTAINED IN THE SALES CONTRACT IN ANY WAY, THE PROVISION OF THE SALES CONTRACT SHALL OVERRIDE THE PROVISIONS OF THIS SUMMARY.

**EXHIBIT "K"**

1-23-04

**Estimate of Initial Maintenance Fees**

909 Kapiolani  
(228 units)

<b>Apartment Number</b>	<b>Apartment Type</b>	<b>Net Square Footage</b>	<b>% Common Interest</b>	<b>Monthly Fee</b>	<b>Yearly Total</b>
401	A1	846	0.46008%	\$396.94	\$4,763.32
402	A2	842	0.45790%	\$395.06	\$4,740.75
404	B2	1,000	0.54383%	\$469.20	\$5,630.40
405	C1	620	0.33717%	\$290.90	\$3,490.80
406	C2	620	0.33717%	\$290.90	\$3,490.80
407	C1	620	0.33717%	\$290.90	\$3,490.80
408	C2	620	0.33717%	\$290.90	\$3,490.80
501	A1	846	0.46008%	\$396.94	\$4,763.32
502	A2	842	0.45790%	\$395.06	\$4,740.75
503	B1	941	0.51174%	\$441.51	\$5,298.17
504	B2	1,000	0.54383%	\$469.20	\$5,630.40
505	C1	620	0.33717%	\$290.90	\$3,490.80
506	C2	620	0.33717%	\$290.90	\$3,490.80
507	C1	620	0.33717%	\$290.90	\$3,490.80
508	C2	620	0.33717%	\$290.90	\$3,490.80
601	A1	846	0.46008%	\$396.94	\$4,763.32
602	A2	842	0.45790%	\$395.06	\$4,740.75
603	B1	941	0.51174%	\$441.51	\$5,298.17
604	B2	1,000	0.54383%	\$469.20	\$5,630.40
605	C1	620	0.33717%	\$290.90	\$3,490.80
606	C2	620	0.33717%	\$290.90	\$3,490.80
607	C1	620	0.33717%	\$290.90	\$3,490.80
608	C2	620	0.33717%	\$290.90	\$3,490.80
701	A1	846	0.46008%	\$396.94	\$4,763.32
702	A2	842	0.45790%	\$395.06	\$4,740.75
703	B1	941	0.51174%	\$441.51	\$5,298.17
704	B2	1,000	0.54383%	\$469.20	\$5,630.40
705	C1	620	0.33717%	\$290.90	\$3,490.80
706	C2	620	0.33717%	\$290.90	\$3,490.80
707	C1	620	0.33717%	\$290.90	\$3,490.80
708	C2	620	0.33717%	\$290.90	\$3,490.80
801	A1	846	0.46008%	\$396.94	\$4,763.32
802	A2	842	0.45790%	\$395.06	\$4,740.75
803	B1	941	0.51174%	\$441.51	\$5,298.17
804	B2	1,000	0.54383%	\$469.20	\$5,630.40
805	C1	620	0.33717%	\$290.90	\$3,490.80
806	C2	620	0.33717%	\$290.90	\$3,490.80
807	C1	620	0.33717%	\$290.90	\$3,490.80
808	C2	620	0.33717%	\$290.90	\$3,490.80
901	A1	846	0.46008%	\$396.94	\$4,763.32
902	A2	842	0.45790%	\$395.06	\$4,740.75
903	B1	941	0.51174%	\$441.51	\$5,298.17

## Estimate of Initial Maintenance Fees

Apartment Number	Apartment Type	Net Square Footage	% Common Interest	Monthly Fee	Yearly Total
904	B2	1,000	0.54383%	\$469.20	\$5,630.40
905	C1	620	0.33717%	\$290.90	\$3,490.80
906	C2	620	0.33717%	\$290.90	\$3,490.80
907	C1	620	0.33717%	\$290.90	\$3,490.80
908	C2	620	0.33717%	\$290.90	\$3,490.80
1001	A1	846	0.46008%	\$396.94	\$4,763.32
1002	A2	842	0.45790%	\$395.06	\$4,740.75
1003	B1	941	0.51174%	\$441.51	\$5,298.17
1004	B2	1,000	0.54383%	\$469.20	\$5,630.40
1005	C1	620	0.33717%	\$290.90	\$3,490.80
1006	C2	620	0.33717%	\$290.90	\$3,490.80
1007	C1	620	0.33717%	\$290.90	\$3,490.80
1008	C2	620	0.33717%	\$290.90	\$3,490.80
1101	A1	846	0.46008%	\$396.94	\$4,763.32
1102	A2	842	0.45790%	\$395.06	\$4,740.75
1103	B1	941	0.51174%	\$441.51	\$5,298.17
1104	B2	1,000	0.54383%	\$469.20	\$5,630.40
1105	C1	620	0.33717%	\$290.90	\$3,490.80
1106	C2	620	0.33717%	\$290.90	\$3,490.80
1107	C1	620	0.33717%	\$290.90	\$3,490.80
1108	C2	620	0.33717%	\$290.90	\$3,490.80
1201	A1	846	0.46008%	\$396.94	\$4,763.32
1202	A2	842	0.45790%	\$395.06	\$4,740.75
1203	B1	941	0.51174%	\$441.51	\$5,298.17
1204	B2	1,000	0.54383%	\$469.20	\$5,630.40
1205	C1	620	0.33717%	\$290.90	\$3,490.80
1206	C2	620	0.33717%	\$290.90	\$3,490.80
1207	C1	620	0.33717%	\$290.90	\$3,490.80
1208	C2	620	0.33717%	\$290.90	\$3,490.80
1401	A1	846	0.46008%	\$396.94	\$4,763.32
1402	A2	842	0.45790%	\$395.06	\$4,740.75
1403	B1	941	0.51174%	\$441.51	\$5,298.17
1404	B2	1,000	0.54383%	\$469.20	\$5,630.40
1405	C1	620	0.33717%	\$290.90	\$3,490.80
1406	C2	620	0.33717%	\$290.90	\$3,490.80
1407	C1	620	0.33717%	\$290.90	\$3,490.80
1408	C2	620	0.33717%	\$290.90	\$3,490.80
1501	A1	846	0.46008%	\$396.94	\$4,763.32
1502	A2	842	0.45790%	\$395.06	\$4,740.75
1503	B1	941	0.51174%	\$441.51	\$5,298.17
1504	B2	1,000	0.54383%	\$469.20	\$5,630.40
1505	C1	620	0.33717%	\$290.90	\$3,490.80

## Estimate of Initial Maintenance Fees

Apartment Number	Apartment Type	Net Square Footage	% Common Interest	Monthly Fee	Yearly Total
1506	C2	620	0.33717%	\$290.90	\$3,490.80
1507	C1	620	0.33717%	\$290.90	\$3,490.80
1508	C2	620	0.33717%	\$290.90	\$3,490.80
1601	A1	846	0.46008%	\$396.94	\$4,763.32
1602	A2	842	0.45790%	\$395.06	\$4,740.75
1603	B1	941	0.51174%	\$441.51	\$5,298.17
1604	B2	1,000	0.54383%	\$469.20	\$5,630.40
1605	C1	620	0.33717%	\$290.90	\$3,490.80
1606	C2	620	0.33717%	\$290.90	\$3,490.80
1607	C1	620	0.33717%	\$290.90	\$3,490.80
1608	C2	620	0.33717%	\$290.90	\$3,490.80
1701	A1	846	0.46008%	\$396.94	\$4,763.32
1702	A2	842	0.45790%	\$395.06	\$4,740.75
1703	B1	941	0.51174%	\$441.51	\$5,298.17
1704	B2	1,000	0.54383%	\$469.20	\$5,630.40
1705	C1	620	0.33717%	\$290.90	\$3,490.80
1706	C2	620	0.33717%	\$290.90	\$3,490.80
1707	C1	620	0.33717%	\$290.90	\$3,490.80
1708	C2	620	0.33717%	\$290.90	\$3,490.80
1801	A1	846	0.46008%	\$396.94	\$4,763.32
1802	A2	842	0.45790%	\$395.06	\$4,740.75
1803	B1	941	0.51174%	\$441.51	\$5,298.17
1804	B2	1,000	0.54383%	\$469.20	\$5,630.40
1805	C1	620	0.33717%	\$290.90	\$3,490.80
1806	C2	620	0.33717%	\$290.90	\$3,490.80
1807	C1	620	0.33717%	\$290.90	\$3,490.80
1808	C2	620	0.33717%	\$290.90	\$3,490.80
1901	A1	846	0.46008%	\$396.94	\$4,763.32
1902	A2	842	0.45790%	\$395.06	\$4,740.75
1903	B1	941	0.51174%	\$441.51	\$5,298.17
1904	B2	1,000	0.54383%	\$469.20	\$5,630.40
1905	C1	620	0.33717%	\$290.90	\$3,490.80
1906	C2	620	0.33717%	\$290.90	\$3,490.80
1907	C1	620	0.33717%	\$290.90	\$3,490.80
1908	C2	620	0.33717%	\$290.90	\$3,490.80
2001	A1	846	0.46008%	\$396.94	\$4,763.32
2002	A2	842	0.45790%	\$395.06	\$4,740.75
2003	B1	941	0.51174%	\$441.51	\$5,298.17
2004	B2	1,000	0.54383%	\$469.20	\$5,630.40
2005	C1	620	0.33717%	\$290.90	\$3,490.80
2006	C2	620	0.33717%	\$290.90	\$3,490.80
2007	C1	620	0.33717%	\$290.90	\$3,490.80

## Estimate of Initial Maintenance Fees

Apartment Number	Apartment Type	Net Square Footage	% Common Interest	Monthly Fee	Yearly Total
2008	C2	620	0.33717%	\$290.90	\$3,490.80
2101	A1	846	0.46008%	\$396.94	\$4,763.32
2102	A2	842	0.45790%	\$395.06	\$4,740.75
2103	B1	941	0.51174%	\$441.51	\$5,298.17
2104	B2	1,000	0.54383%	\$469.20	\$5,630.40
2105	C1	620	0.33717%	\$290.90	\$3,490.80
2106	C2	620	0.33717%	\$290.90	\$3,490.80
2107	C1	620	0.33717%	\$290.90	\$3,490.80
2108	C2	620	0.33717%	\$290.90	\$3,490.80
2201	A1	846	0.46008%	\$396.94	\$4,763.32
2202	A2	842	0.45790%	\$395.06	\$4,740.75
2203	B1	941	0.51174%	\$441.51	\$5,298.17
2204	B2	1,000	0.54383%	\$469.20	\$5,630.40
2205	C1	620	0.33717%	\$290.90	\$3,490.80
2206	C2	620	0.33717%	\$290.90	\$3,490.80
2207	C1	620	0.33717%	\$290.90	\$3,490.80
2208	C2	620	0.33717%	\$290.90	\$3,490.80
2301	A1	846	0.46008%	\$396.94	\$4,763.32
2302	A2	842	0.45790%	\$395.06	\$4,740.75
2303	B1	941	0.51174%	\$441.51	\$5,298.17
2304	B2	1,000	0.54383%	\$469.20	\$5,630.40
2305	C1	620	0.33717%	\$290.90	\$3,490.80
2306	C2	620	0.33717%	\$290.90	\$3,490.80
2307	C1	620	0.33717%	\$290.90	\$3,490.80
2308	C2	620	0.33717%	\$290.90	\$3,490.80
2401	A1	846	0.46008%	\$396.94	\$4,763.32
2402	A2	842	0.45790%	\$395.06	\$4,740.75
2403	B1	941	0.51174%	\$441.51	\$5,298.17
2404	B2	1,000	0.54383%	\$469.20	\$5,630.40
2405	C1	620	0.33717%	\$290.90	\$3,490.80
2406	C2	620	0.33717%	\$290.90	\$3,490.80
2407	C1	620	0.33717%	\$290.90	\$3,490.80
2408	C2	620	0.33717%	\$290.90	\$3,490.80
2501	A1	846	0.46008%	\$396.94	\$4,763.32
2502	A2	842	0.45790%	\$395.06	\$4,740.75
2503	B1	941	0.51174%	\$441.51	\$5,298.17
2504	B2	1,000	0.54383%	\$469.20	\$5,630.40
2505	C1	620	0.33717%	\$290.90	\$3,490.80
2506	C2	620	0.33717%	\$290.90	\$3,490.80
2507	C1	620	0.33717%	\$290.90	\$3,490.80
2508	C2	620	0.33717%	\$290.90	\$3,490.80
2601	A1	846	0.46008%	\$396.94	\$4,763.32

## Estimate of Initial Maintenance Fees

Apartment Number	Apartment Type	Net Square Footage	% Common Interest	Monthly Fee	Yearly Total
2602	A2	842	0.45790%	\$395.06	\$4,740.75
2603	B1	941	0.51174%	\$441.51	\$5,298.17
2604	B2	1,000	0.54383%	\$469.20	\$5,630.40
2605	C1	620	0.33717%	\$290.90	\$3,490.80
2606	C2	620	0.33717%	\$290.90	\$3,490.80
2607	C1	620	0.33717%	\$290.90	\$3,490.80
2608	C2	620	0.33717%	\$290.90	\$3,490.80
2701	A1	846	0.46008%	\$396.94	\$4,763.32
2702	A2	842	0.45790%	\$395.06	\$4,740.75
2703	B1	941	0.51174%	\$441.51	\$5,298.17
2704	B2	1,000	0.54383%	\$469.20	\$5,630.40
2705	C1	620	0.33717%	\$290.90	\$3,490.80
2706	C2	620	0.33717%	\$290.90	\$3,490.80
2707	C1	620	0.33717%	\$290.90	\$3,490.80
2708	C2	620	0.33717%	\$290.90	\$3,490.80
2801	A1	846	0.46008%	\$396.94	\$4,763.32
2802	A2	842	0.45790%	\$395.06	\$4,740.75
2803	B1	941	0.51174%	\$441.51	\$5,298.17
2804	B2	1,000	0.54383%	\$469.20	\$5,630.40
2805	C1	620	0.33717%	\$290.90	\$3,490.80
2806	C2	620	0.33717%	\$290.90	\$3,490.80
2807	C1	620	0.33717%	\$290.90	\$3,490.80
2808	C2	620	0.33717%	\$290.90	\$3,490.80
2901	A1	846	0.46008%	\$396.94	\$4,763.32
2902	A2	842	0.45790%	\$395.06	\$4,740.75
2903	B1	941	0.51174%	\$441.51	\$5,298.17
2904	B2	1,000	0.54383%	\$469.20	\$5,630.40
2905	C1	620	0.33717%	\$290.90	\$3,490.80
2906	C2	620	0.33717%	\$290.90	\$3,490.80
2907	C1	620	0.33717%	\$290.90	\$3,490.80
2908	C2	620	0.33717%	\$290.90	\$3,490.80
3001	A1	846	0.46008%	\$396.94	\$4,763.32
3002	A2	842	0.45790%	\$395.06	\$4,740.75
3003	B1	941	0.51174%	\$441.51	\$5,298.17
3004	B2	1,000	0.54383%	\$469.20	\$5,630.40
3005	C1	620	0.33717%	\$290.90	\$3,490.80
3006	C2	620	0.33717%	\$290.90	\$3,490.80
3007	C1	620	0.33717%	\$290.90	\$3,490.80
3008	C2	620	0.33717%	\$290.90	\$3,490.80
3101	A1	846	0.46008%	\$396.94	\$4,763.32
3102	A2	842	0.45790%	\$395.06	\$4,740.75
3103	B1	941	0.51174%	\$441.51	\$5,298.17



## Estimate of Initial Maintenance Fees

Apartment Number	Apartment Type	Net Square Footage	% Common Interest	Monthly Fee	Yearly Total
3104	B2	1,000	0.54383%	\$469.20	\$5,630.40
3105	C1	620	0.33717%	\$290.90	\$3,490.80
3106	C2	620	0.33717%	\$290.90	\$3,490.80
3107	C1	620	0.33717%	\$290.90	\$3,490.80
3108	C2	620	0.33717%	\$290.90	\$3,490.80
3201	P1	1,562	0.84946%	\$732.89	\$8,794.66
3202	P2	1,367	0.74342%	\$641.40	\$7,696.81
3203	P3	1,297	0.70535%	\$608.55	\$7,302.66
3204	P4	954	0.51881%	\$447.61	\$5,371.36
3205	P5	898	0.48836%	\$421.34	\$5,056.11
3301	P1	1,562	0.84946%	\$732.89	\$8,794.66
3302	P2	1,367	0.74342%	\$641.40	\$7,696.81
3303	P3	1,297	0.70535%	\$608.55	\$7,302.66
3304	P4	954	0.51881%	\$447.61	\$5,371.36
3305	P5	898	0.48836%	\$421.34	\$5,056.11
C-A	Commercial	1553	0.84457%	\$728.67	\$8,744.04
C-B	Commercial	1997	1.08676%	\$937.62	\$11,251.49
Rehearsal	Commercial	4173	2.26940%	\$1,957.97	\$23,495.64
<b>TOTALS</b>		183,881	100.000000%	\$86,277.00	\$1,035,324.00

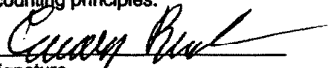
NOTE: With respect to the common interest appurtenant to each apartment in the Project, the common interest was determined by dividing the approximate net total floor area of each apartment by the approximate net total floor area of all of the apartments within the Project. The resulting figure was rounded to five decimal places and taken as the common interest for each apartment. In determining the pro rata share for each apartment as described above, the common interest for the Project resulted in a total of 99.99927% because of rounding. To achieve an even total of 100%, the common interest appurtenant to Apartment C-B was adjusted by .00073% resulting in a common interest of 1.08676%.

**Estimate of Maintenance Fee Disbursement for  
909 Kapiolani  
(228 units)**

12-23-03

<b>Utilities and Services</b>	<b>Monthly</b>	<b>Annually</b>
Electricity (common)	\$6,000	\$72,000
Gas/Propane	\$250	\$3,000
Refuse	\$2,100	\$25,200
Sewer	\$5,600	\$67,200
Telephone	\$700	\$8,400
Water	\$4,320	\$51,840
<b>Maintenance, Repairs, Supplies</b>		
Building/Supplies/Repairs	\$1,500	\$18,000
Grounds	\$1,500	\$18,000
Pool & Spa Supplies	\$500	\$6,000
Elevator	\$3,000	\$36,000
Cleaning	\$2,000	\$24,000
Fire Systems	\$150	\$1,800
Equipment	\$450	\$5,400
Pest Control	\$125	\$1,500
Security System	\$300	\$3,600
Lateral Cleaning	\$100	\$1,200
Odor Control/refuse	\$120	\$1,440
Window washing	\$150	\$1,800
<b>Payroll and Benefits</b>		
Site Management	\$3,000	\$36,000
Housing	\$1,500	\$18,000
Security	\$10,000	\$120,000
Janitorial	\$4,777	\$57,324
Maintenance	\$3,500	\$42,000
Admin Assistant	\$1,500	\$18,000
Workers Comp	\$1,400	\$16,800
TDI	\$100	\$1,200
Health Insurance	\$2,400	\$28,800
Payroll Prep	\$130	\$1,560
Uniforms	\$250	\$3,000
Bonus	\$200	\$2,400
Payroll Taxes	\$1,500	\$18,000
<b>Management</b>		\$0
Audit/Tax fees	\$200	\$2,400
Legal Fees	\$300	\$3,600
Management Fees	\$3,115	\$37,380
Admin Services/Supplies	\$1,100	\$13,200
Board Expense/Meetings	\$100	\$1,200
Taxes-Income	\$50	\$600
GET/Other	\$50	\$600
<b>Insurance</b>		\$0
Property and Liability	\$7,500	\$90,000
Directors and Officers, Bond	\$140	\$1,680
Flood	\$2,700	\$32,400
<b>Reserves * (based on \$50 per unit)</b>	\$11,900	\$142,800
<b>TOTAL</b>	<b>\$86,277</b>	<b>\$1,035,324</b>

I, Emory Bush, as agent for/and/or employed by Hawaiiana Management Company, the condominium managing agent for 909 Kapiolani 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.


12-24-03  
 Signature Date

Pursuant to 514A-83.6 HRS, 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.