

# IMPORTANT - - Read This Developer Prepared Report Before Buying

**This Report Is Not a Commission Approval or Disapproval of This Condominium Project**

## DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	THE MEADOWS AT ROYAL KUNIA CONDOMINIUM
Project Address	Hoaeae and Waikele, Ewa, City and County of Honolulu No address has been assigned as of this date
Registration Number	7881
Effective Date of Report	<b>October 24, 2016</b>
Developer(s)	Central Oahu Associates, LLC, a Hawaii limited liability company

### Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

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

### Special Attention - - Significant Matters

[Use this page for special or significant matters which should be brought to the purchaser's attention. At minimum "Subject Headings" and page numbers where the subject is explained more may be used.]

The developer's inclusion of a disclosure or an explanation of any or all of the following applicable significant matters in this part of the developer's public report shall not be construed to constitute the Commission's:

- Approval or disapproval of the project;
- Representation that the developer has fully or adequately disclosed either all material facts or all pertinent changes, or both, concerning the project;
- Representation that the developer's disclosures of other material facts elsewhere in this report is less important; or
- Judgment of the value or merits of the project.

The commission reserves the right to request that the developer include these special and significant matters elsewhere in the developer's public report.

1. This Public Report does not constitute an approval of the Project by the Real Estate Commission or any other governmental agency, nor does it ensure that all county codes, ordinances and subdivision requirements have necessarily been complied with.
2. This Project does not involve the sale of individual subdivided lots. The land area beneath and within each Unit as shown on the Condominium Map does not represent a legally subdivided lot. The dotted lines on the Condominium Map merely represent the approximate location of the perimeter boundaries of each Unit.
3. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for, and services such as county street maintenance and trash collection will not be available for interior roads and driveways, if any.
4. All of the Units in the Project are spatial units which consist of a column of space as described in the Declaration of Condominium Property Regime of The Meadows of Royal Kunia Condominium (the "Declaration"). All of the Units may be modified to include improvements to be constructed later at purchaser's expense.
5. SPATIAL UNIT: A "spatial unit" does not consist of any actual physical structure within the Project at this time. The purchaser of the "spatial unit" may build improvements in the future, which may cause some noise and traffic during construction that could impact on the other Unit Owners.
6. LAND ZONED P-2, PRESERVATION GENERAL. The land of the Project is zoned P-2 General Preservation District under the Land Use Ordinance, Chapter 21 of the Revised Ordinances of Honolulu ("Land Use Ordinance"). The uses permitted within land zoned P-2 General Preservation District, are set forth in Table 21-3 of the Land Use Ordinance, a copy of which is attached to this report, as the same may be amended from time to time. For certain of the uses listed in Table 21-3, a Conditional Use Permit must first be obtained in compliance with the requirements set forth in the Land Use Ordinance. Declarant makes no representations or warranties regarding the permitted uses of the land of the Project under the P-2 General Preservation District zoning. Accordingly, purchasers must rely upon their own inquiry and investigation and utilize their own professional advisers to determine if their intended use is allowed under the P-2 zoning and the permits required in connection with such use, if any.

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## **General Information On Condominiums**

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. 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 and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

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

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

## **Operation of the Condominium Project**

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit 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 a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first 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 purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

## 1. THE CONDOMINIUM PROJECT

### 1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	No address has been assigned as of this date
Address of Project is expected to change because	Upon application for building permits, addresses will be assigned
Tax Map Key (TMK)	(1) 9-4-002-064
Tax Map Key is expected to change because	Each Unit will receive a separate designated tax map key number
Land Area	132.262 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

### 1.2 Buildings and Other Improvements

Number of Buildings	0
Floors Per Building	0
Number of New Building(s)	0
Number of Converted Building(s)	0
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Units are all spatial units

### 1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
See Exhibit <u>    A    </u>						

13	Total Number of Units
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Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

#### 1.4 Parking Stalls

Total Parking Stall in the Project:	0
Number of Guest Stalls in the Project:	0
Number of Parking Stalls Assigned to Each Unit:	0
Attach Exhibit _____ specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. N/A	

#### 1.5 Boundaries of the Units

Boundaries of the unit: See Exhibit A attached
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#### 1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project): Each Unit Owner may construct and/or alter the structures and any improvements located within the area of the Unit as provided for in Article 19, Section 19.2 of the Declaration.
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#### 1.7 Common Interest

<u>Common Interest</u> : Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit'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 unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in Exhibit <u>B</u> .
As follows:

#### 1.8 Recreational and Other Common Facilities (Check if applicable):

<input type="checkbox"/>	Swimming pool
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input type="checkbox"/>	Recreation Area
<input type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input type="checkbox"/>	Other (describe):

### 1.9 Common Elements

**Common Elements:** Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit C.

Described as follows:

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

### 1.10 Limited Common Elements

**Limited Common Elements:** A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit \_\_\_\_\_.

Described as follows:

Any common element which is rationally related to fewer than all Units is a limited common element appurtenant to and for the exclusive use of such Unit or Units to which it is rationally related.

### 1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

<input type="checkbox"/>	Pets:
<input type="checkbox"/>	Number of Occupants:
<input type="checkbox"/>	Other:
<input checked="" type="checkbox"/>	There are no special use restrictions.

### 1.12 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 a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit D describes the encumbrances against title contained in the title report described below.

Date of the title report: July 13, 2016

Company that issued the title report: Title Guaranty of Hawaii, Inc.



### 1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
<input type="checkbox"/>	Residential		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	Other (Specify): See Exhibit D		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	P-2 - Preservation-General
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Describe any variances that have been granted to zoning code				

### 1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots			
<p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>			
	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p>			

### 1.15 Conversions

Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.	<input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable
Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:	
Developer's statement of the expected useful life of each item reported above:	
List of any outstanding notices of uncured violations of any building code or other county regulations:	
Estimated cost of curing any violations described above:	

  

<b>Verified Statement from a County Official</b>
Regarding any converted structures in the project, attached as Exhibit ____ is a verified statement signed by an appropriate county official which states that either:
<div style="margin-left: 20px;">           (A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:           <div style="margin-left: 20px;">             (i) Any variances or other permits that have been granted to achieve compliance;             (ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and             (iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;           </div> </div>
or
<div style="margin-left: 20px;">           (B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.         </div>
Other disclosures and information:

#### 1.16 Project In Agricultural District

<b>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii?</b> If answer is "Yes", provide information below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? <input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is "No", provide explanation.	
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? <input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.	
Other disclosures and information:	

#### 1.17 Project with Assisted Living Facility

<b>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS?</b> If answer is "Yes", complete information below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.	
The nature and the scope of services to be provided.	
Additional costs, directly attributable to the services, to be included in the association's common expenses.	
The duration of the provision of the services.	
Other possible impacts on the project resulting from the provision of the services.	
Other disclosures and information.	

## 2. PERSONS CONNECTED WITH THE PROJECT

<b>2.1 Developer(s)</b>	Name: Central Oahu Associates, LLC  Business Address: 468 N. Camden Drive, Suite 300 Beverly Hills, CA 90210  Business Phone Number : (808) 550-4333 E-mail Address: jon@jongomes.net
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	Manager: Royal Kunia DP, LLC Members: George Daneshgar, as Trustee of the George and Soheila Daneshgar Family Living Trust Joseph Daneshgar, as Trustee of the Joseph and Shiva Daneshgar Family Living Trust Nader Daneshgar, as Trustee of the Nader and Sophia Daneshgar Family Living Trust Faraz Daneshgar, as Trustee of the Faraz and Valerie Daneshgar Family Trust
<b>2.2 Real Estate Broker</b>	Name: Augusto S. Concepcion, Carrington Real Estate Business Address: Services LLC-Hawaii Branch; 94-210 Pukupahi St., #101, Waipahu, HI 96797  Business Phone Number: (808) 638-1699 E-mail Address:
<b>2.3 Escrow Depository</b>	Name: Title Guaranty Escrow Services, Inc. (Barbara Paulo) Business Address: 235 Queen St. Honolulu, HI 96813  Business Phone Number: (808) 521-0209
<b>2.4 General Contractor</b>	Name: N/A Business Address:  Business Phone Number:
<b>2.5 Condominium Managing Agent</b>	Name: Self-managed Business Address:  Business Phone Number:
<b>2.6 Attorney for Developer</b>	Name: David Shibata, Rush Moore LLP Business Address: 737 Bishop St., Suite 2400 Honolulu, HI 96813  Business Phone Number: (808) 521-0400

### 3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

#### 3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	August 12, 2016	A-60710549

##### Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	August 17, 2016	A-60740981

#### 3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit 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 that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	August 12, 2016	A-60710550

##### Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number

#### 3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	5562
Dates of Recordation of Amendments to the Condominium Map:	

### 3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "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. Changes to House Rules do not need to be recorded to be effective.

The House Rules for this project:

Are Proposed	<input type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input type="checkbox"/>	
Developer does not plan to adopt House Rules	<input checked="" type="checkbox"/>	

### 3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

### 3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input checked="" type="checkbox"/>	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:  See Exhibit F

#### 4. CONDOMINIUM MANAGEMENT

##### 4.1 Management of the Common Elements

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

The initial Condominium Managing Agent for this project is (check one):

<input type="checkbox"/>	Not affiliated with the Developer
<input checked="" type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (explain)

##### 4.2 Estimate of the Initial Maintenance Fees

Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit G contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

##### 4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
<input type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input type="checkbox"/>	Other (specify)

##### 4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:

<input checked="" type="checkbox"/>	Electricity for the Unit only
<input checked="" type="checkbox"/>	Gas for the Unit only
<input checked="" type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify) Unit Owner shall arrange to be billed directly for all utilities Owner requires.

## 5. SALES DOCUMENTS

### 5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit <u>H</u> contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: August 4, 2016 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit <u>I</u> contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

### 5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

<input type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____.
<input type="checkbox"/>	Developer has or will designate the units for sale to Owner-Occupants by publication.

### 5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

<input checked="" type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance

### 5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:

Building and Other Improvements: <div style="text-align: center; margin-top: 10px;">N/A</div>
Appliances: <div style="text-align: center; margin-top: 10px;">N/A</div>



## 5.5 Status of Construction, Date of Completion or Estimated Date of Completion

Status of Construction: N/A
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract:
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:

## 5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance

<input checked="" type="checkbox"/>	<p>Spatial Units. The Developer hereby declares by checking the box to the left that it is offering spatial units for sale and will not be using purchasers' deposits to pay for any costs to pay for project construction or to complete the project.</p> <p>Should the developer be using purchasers' deposits to pay for any project construction costs or to complete the project including lease payments, real property taxes, architectural, engineering, legal fees, financing costs; or costs to cure violations of county zoning and building ordinances and codes or other incidental project expenses, the Developer has to met certain requirements, described below in 5.6.1 or 5.6.2..</p>
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The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

### 5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

<input checked="" type="checkbox"/>	<p>The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.</p> <p><i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i></p>
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#### 5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):

<input type="checkbox"/>	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or
<input type="checkbox"/>	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

In connection with the use of purchaser deposits (check Box A or Box B):

<p><b>Box A</b></p> <p><input type="checkbox"/></p>	<p>The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p><b><u>Important Notice Regarding Your Deposits:</u></b> Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.</p>
<p><b>Box B</b></p> <p><input type="checkbox"/></p>	<p>The Developer has <u>not</u> submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits.</p> <p>If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the <b><u>Important Notice Regarding Your Deposits</u></b> set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, <b><u>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</u></b> (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>You should understand that, although the <b><u>Important Notice Regarding Your Deposits</u></b> set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.</p>

**Material House Bond.** If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.

## 5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

1.	Developer's Public Report
2.	Declaration of Condominium Property Regime (and any amendments)
3.	Bylaws of the Association of Unit Owners (and any amendments)
4.	Condominium Map (and any amendments)
5.	House Rules, if any
6.	Escrow Agreement
7.	Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8.	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 514B, HRS) and the Administrative Rules (Chapter 107, HAR), 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 rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

## 5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

### 5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

- (1) The purchaser has signed the sales contract.
- (2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.
- (3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.
- (4) The purchaser does at least one of the following:
  - (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

(b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or

(c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

#### **5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed**

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00.

#### **5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change**

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

- (1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30<sup>th</sup> calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

## **6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT**

1. **NOT A SUBDIVISION.** This is a condominium project which should not be confused with a subdivision. The dotted lines on the Condominium Map merely represent the approximate location of the perimeter boundaries of each Unit. A purchaser of a Unit will be conveyed a Unit together with an "undivided" percentage interest in the common elements of the project. The land of the project is designated a common element.
2. **INSURANCE.** Under the Declaration of Condominium Property Regime, individual Unit Owners are required to obtain and maintain separate policies of fire insurance and name the Association as an additional insured. In this case, fire insurance premiums will be the responsibility of individual Unit Owners and not common expenses. Prospective purchasers should consult with their own insurance professionals to obtain an estimate for individual fire and hazard insurance.
3. **RESERVES.** Developer discloses that no "reserve study" was done in accordance with Section 514B-148, Hawaii Revised Statutes, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

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 purchasers 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 Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

CENTRAL OAHU ASSOCIATES, LLC, a Hawaii limited liability company

Printed Name of Developer  
By Royal Kunia DP LLC, a Hawaii limited liability company  
Its Manager

By:

Duly Authorized Signatory\*

August 16, 2016  
Date

Jon Gomes, Manager of Royal Kunia DP LLC

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, \_\_\_\_\_

Planning Department, \_\_\_\_\_

**\*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

## EXHIBIT A

### DESCRIPTION OF UNIT TYPES, SIZES, AND BOUNDARIES

All of the thirteen (13) Units in the Project are spatial units.

Each Unit shall consist of a column of space, (1) the horizontal boundaries of which shall be defined by metes and bounds of the portion of the Land on which such Unit is located as shown on the Condominium Map, and (2) the vertical boundaries of which shall be defined below. The approximate area of the Land bounded by the horizontal boundaries of each Unit is as follows:

Unit No. 1:	9.574 acres.
Unit No. 2:	7.344 acres.
Unit No. 3:	8.810 acres.
Unit No. 4:	10.376 acres.
Unit No. 5:	10.661 acres.
Unit No. 6:	10.792 acres.
Unit No. 7:	15.589 acres.
Unit No. 8:	13.884 acres.
Unit No. 9:	9.224 acres.
Unit No. 10:	6.901 acres.
Unit No. 11:	13.995 acres.
Unit No. 12:	7.330 acres.
Unit No. 13:	7.782 acres.

The vertical boundaries of each Unit are defined by a continuous imaginary plane that extends upwards and downwards from the Unit's horizontal boundaries at a ninety degree (90°) angle. The top of each Unit is defined by an imaginary plane parallel to the "Floor Plane" (as defined below) at an elevation of one hundred seventy feet (170') above the Floor Plane. The bottom of each Unit is defined by an imaginary plane parallel to the Floor Plane, one hundred fifty feet (150') below the Floor Plane. The "**Floor Plane**" shall mean the plane parallel to sea level.

END OF EXHIBIT A



## EXHIBIT B

### COMMON INTERESTS APPURTENANT TO UNITS

The percentage of undivided interest in the Common Elements ("common interest") appurtenant to each Unit is as follows:

Unit No. 1:	7.239%.
Unit No. 2:	5.553%.
Unit No. 3:	6.661%.
Unit No. 4:	7.845%.
Unit No. 5:	8.061%.
Unit No. 6:	8.160%.
Unit No. 7:	11.785%.
Unit No. 8:	10.497%.
Unit No. 9:	6.974%.
Unit No. 10:	5.218%.
Unit No. 11:	10.581%.
Unit No. 12:	5.542%.
Unit No. 13:	5.884%.

END OF EXHIBIT B

EXHIBIT C

DESCRIPTION OF COMMON ELEMENTS

- a. The land in fee simple;
- b. Any pipes, wires, ducts, conduits or other utility or service lines, drainage ditches or appurtenant drainage structures and retaining walls (if any), which are located outside the Units and which are utilized for or serve more than one Unit.

END OF EXHIBIT C

## EXHIBIT D

### USES PERMITTED BY ZONING

The land of the Project is zoned P-2 General Preservation District under the Land Use Ordinance, Chapter 21 of the Revised Ordinances of Honolulu 1990 (the "Land Use Ordinance").

The uses permitted within land zoned P-2 General Preservation District are set forth in Table 21-3 of the Land Use Ordinance, a copy of which is attached hereto and incorporated herein, as the same may be amended from time to time. Certain uses set forth in Table 21-3 are defined in Article 10, Section 21-10.1 of the Land Use Ordinance, as the same may be amended from time to time.

Declarant makes no representations or warranties regarding the permitted uses of the land of the Project under the P-2 General Preservation District zoning. Accordingly, purchasers must rely upon their own inquiry and investigation and their own professional advisers regarding such uses and the permits required in connection with such use, if any.

END OF EXHIBIT D

**TABLE 21-3  
MASTER USE TABLE**

In the event of any conflict between the text of this Chapter and the following table, the text of the Chapter shall control. The following table is not intended to cover the Waikiki Special District; please refer to Table 21-9.6(A).

<b>KEY</b>	<b>Ac</b>	=	Special accessory use subject to standards in Article 5
	<b>Cm</b>	=	Conditional Use Permit-minor subject to standards in Article 5; no public hearing required (see Article 2 for exceptions)
	<b>C</b>	=	Conditional Use Permit-major subject to standards in Article 5; public hearing required
	<b>P</b>	=	Permitted Use
	<b>P/c</b>	=	Permitted use subject to standards in Article 5
	<b>PRU</b>	=	Plan Review Use

ZONING DISTRICTS																					
USES (Note: Certain uses are defined in Article 10.)	P-2	AG-1	AG-2	Country	R-20, R-10	R-7.5, R-5, R-3.5	A-1	A-2	A-3	AMX-1	AMX-2	AMX-3	Resort	B-1	B-2	BMX-3	BMX-4	I-1	I-2	I-3	IMX-1

**AGRICULTURE**

Agribusiness activities		Cm	Cm															P/c	P/c		P/c
Agricultural products processing, minor		P/c	P/c															P/c	P/c		P/c
Agricultural products processing, major		C	C															P/c			
Animal products processing																		P	P		
Aquaculture	P	P	P	P																	
Centralized bulk collection, storage and distribution of agricultural products to wholesale and retail markets		P/c	P/c															P/c	P		
Composting, major	C	C	C																P/c		
Composting, minor	P/c	P/c	P/c																P/c		
Crop production	P	P	P	P																	
Forestry	P	P	P																		
Open land		P	P																		
Roadside stands, accessory		Ac	Ac	Ac																	
Sale and service of machinery used in agricultural production		P/c	P/c															P	P		P
Sawmills		P/c	P/c																P		
Storage and sale of seed, feed, fertilizer and other products essential to agricultural production		P/c	P/c															P	P		

**ANIMALS**

Game preserves	P		P																		
Kennels, commercial			P/c	P/c											P/c	P/c	P/c	P/c	P		P/c
Livestock grazing	P	P	P	P																	
Livestock production, minor		P	P	P																	
Livestock production, major		P/c	P/c																		
Livestock veterinary services		P	P	P																	

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ZONING DISTRICTS																					
USES (Note: Certain uses are defined in Article 10.)	P-2	AG-1	AG-2	Country	R-20, R-10	R-7.5, R-5, R-3.5	A-1	A-2	A-3	AMX-1	AMX-2	AMX-3	Resort	B-1	B-2	BMX-3	BMX-4	I-1	I-2	I-3	IMX-1
Zoos	C		C																		
COMMERCE AND BUSINESS																					
Amusement and recreation facilities, indoor	C												P	P	P	P	P	P	P	P	P <sup>2</sup>
Automobile sales and rentals, including sales and distribution of automobile parts and supplies															P	P	P	P	P		P
Bars, nightclubs, taverns													P		P/c	P/c	P/c	P/c	P		P/c
Business services													P	P	P	P	P	P	P		P
Cabarets													P		P/c		P/c				P/c
Catering establishments													P		P	P	P	P	P		P
Convenience stores										P/c <sup>1</sup>	P/c <sup>1</sup>	P/c <sup>1</sup>	P	Cm P/c	P	P	P	P/c	P/c		P
Dance or music schools										P/c <sup>1</sup>	P/c <sup>1</sup>	P/c <sup>1</sup>	P/c	P	P	P	P				P <sup>2</sup>
Data processing facilities																		P	P		P
Drive-thru facilities														P/c	P/c	P/c	P/c	P/c	P/c	P/c	P/c
Eating establishments										P/c <sup>1</sup>	P/c <sup>1</sup>	P/c <sup>1</sup>	P	P	P	P	P	P	P	P	P
Financial institutions										P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P	P	P	P	P	P	P		P
Home improvement centers															P/c	P/c		P	P		P
Home occupations		Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac				Ac	Ac			
Laboratories, medical														P	P	P	P	P	P		P
Laboratories, research															P	P	P	P	P		P
Medical clinics										P/c <sup>1</sup>	P/c <sup>1</sup>	P/c <sup>1</sup>	P	P	P	P	P				P <sup>2</sup>
Neighborhood grocery stores		Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm						Cm	Cm	Cm	
Office buildings														P	P	P	P				P <sup>2</sup>
Offices, accessory																		Ac	Ac	Ac	
Off-site joint development																C	C				
Personal services										P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P	P	P	P	P				P <sup>2</sup>
Photographic processing														P	P	P	P	P	P		P
Photography studios													P	P	P	P	P				P <sup>2</sup>

**TABLE 21-3  
MASTER USE TABLE**

In the event of any conflict between the text of this Chapter and the following table, the text of the Chapter shall control. The following table is not intended to cover the Waikiki Special District; please refer to Table 21-9.6(A).

<b>KEY</b>	Ac	=	Special accessory use subject to standards in Article 5
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	P	=	Permitted Use
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ZONING DISTRICTS																						
USES (Note: Certain uses are defined in Article 10.)	P-2	AG-1	AG-2	Country	R-20, R-10	R-7.5, R-5, R-3.5	A-1	A-2	A-3	AMX-1	AMX-2	AMX-3	Resort	B-1	B-2	BMX-3	BMX-4	I-1	I-2	I-3	IMX-1	
Plant nurseries		P/c	P/c											P/c	P	P	P	P	P/c	P/c		P/c
Real estate offices														P/c	P	P	P	P				P <sup>2</sup>
Retail, accessory																		Ac	Ac	Ac		
Retail establishments													P	P	P	P	P					p <sup>2</sup>
Self-storage facilities																P/c	P/c	P/c	P	P		P
Trade or convention center	PRU	PRU	PRU	PRU			PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU
Travel agencies														P	P	P	P	P				P <sup>2</sup>
Veterinary establishments															P/c	P/c	P/c	P/c	P	P		P/c

**DWELLINGS AND LODGINGS**

Accessory dwelling units				Ac	Ac	Ac															
Boarding facilities							P	P	P	P	P	P				P	P				
Consulates					P/c	P/c	P	P	P	P	P	P	P	P	P	P	P				
Duplex units				P	P	P	P	P	P	P	P	P	P			P					
Dwellings, owner's or caretaker's, accessory														Ac	Ac		Ac	Ac	Ac	Ac	Ac
Dwellings for cemetery caretakers	Ac		Ac																		
Dwellings, detached, one-family				P	P	P	P	P	P	P	P	P	P			P					
Dwellings, detached, two-family				P	P	P	P	P	P	P	P	P	P			P					
Dwellings, multifamily							P	P	P	P	P	P	P			P/c	P				
Farm dwelling		P/c	P/c																		
Group living facilities		C	C	C	C	C	C	C	C	C	C	C				C	Cm				
Guest houses (R-20 only)					Ac																
Hotels													P			C Cm	P		Cm		Cm
Roomers/Rooming				Ac	Ac	Ac															
Special needs housing for the elderly							C	C	C	C	C	C				C	C				
Time sharing								P/c					P								
Transient vacation units								P/c					P								

**TABLE 21-3  
MASTER USE TABLE**

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	<b>PRU</b>	=	Plan Review Use

ZONING DISTRICTS																					
USES (Note: Certain uses are defined in Article 10.)	P-2	AG-1	AG-2	Country	R-20, R-10	R-7.5, R-5, R-3.5	A-1	A-2	A-3	AMX-1	AMX-2	AMX-3	Resort	B-1	B-2	BMX-3	BMX-4	I-1	I-2	I-3	IMX-1

Vacation cabins	C																			
-----------------	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**INDUSTRIAL**

Base Yards																		P/c	P/c	P/c	P/c
Biofuel processing facilities	C	C	C															P/c	Cm	Cm	P
Building or similar contracting and home improvement and furnishing services, and materials and equipment sales or distribution; provided incidental storage of materials or equipment is within fully enclosed buildings																		P	P		P
Centralized mail and package handling facilities																		P/c	P	P	P/c
Explosive and toxic chemical manufacturing, storage and distribution																			C		
Food manufacturing and processing															P/c	P/c	P/c	P	P	P	P
Freight movers																		P/c	P		
Heavy equipment sales and rentals																		P/c	P		
Linen suppliers																		P	P		
Manufacturing, processing and packaging, light																		P	P	P	P
Manufacturing, processing and packaging, general																		P/c	P	P	
Maritime-related vocational training, sales, construction, maintenance and repairing																			P	P	
Motion picture and television production studios															P/c	P/c		P	P		P
Petroleum processing																			C	Cm	
Port facilities																				P	
Publishing plants for newspapers, books and magazines															P		P	P	P		P
Repair establishments, major																		P/c	P	P	

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MASTER USE TABLE**

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ZONING DISTRICTS																					
USES ( <u>Note:</u> Certain uses are defined in Article 10.)	P-2	AG-1	AG-2	Country	R-20, R-10	R-7.5, R-5, R-3.5	A-1	A-2	A-3	AMX-1	AMX-2	AMX-3	Resort	B-1	B-2	BMX-3	BMX-4	I-1	I-2	I-3	IMX-1

Repair establishments, minor														P	P	P	P	P	P	P	P
Resource extraction	C	C	C																P		
Salvage, scrap and junk storage and processing																			Cm	Cm	
Storage yards																		P/c	P/c	P/c	
Warehousing																		P	P	P	P
Waste disposal and processing	C		C																Cm	Cm	
Wholesale and retail establishments dealing primarily in bulk materials delivered by or to ship, or by ship and truck in combination																				P	
Wholesaling and distribution															P/c	P/c	P	P	P		P

**OUTDOOR RECREATION**

Amusement facilities, outdoor, not motorized													C	C	C		C	C	C		Cm
Amusement facilities, outdoor, motorized													C	C	C		C	C	C		Cm
Golf courses	PRU P/c												P								
Marina accessories	Cm												Cm		Cm	Cm	Cm		P	P	P/c
Recreation facilities, outdoor	Cm		Cm	Cm									P	Cm	Cm	Cm	Cm				

**SOCIAL AND CIVIC SERVICE**

Art galleries and museums													P	P	P	P	P				P <sup>2</sup>
Cemeteries and columbaria	P		Cm																		
Colleges, business													P		P	P	P				
Day-care facilities			C	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	P	P	P	P	P	P	P		P
Hospitals	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU
Meeting facilities			Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	P	P	P	P	P	P/c	P/c		P
Prisons	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU
Public uses and structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Schools, business													P	P	P	P	P				



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ZONING DISTRICTS																					
USES ( <u>Note:</u> Certain uses are defined in Article 10.)	P-2	AG-1	AG-2	Country	R-20, R-10	R-7.5, R-5, R-3.5	A-1	A-2	A-3	AMX-1	AMX-2	AMX-3	Resort	B-1	B-2	BMX-3	BMX-4	I-1	I-2	I-3	IMX-1

Schools: Elementary, intermediate and high			Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm		P	P	P	P				
Schools, language				P/c	P/c	P/c	P/c	P/c	P/c	P/c	P/c	P/c	P/c	P	P	P	P				
Schools, vocational, technical, industrial, trade																		P	P		P
Schools, vocational, which do not involve the operation of woodwork shops, machine shops or other similar features													P	P	P	P	P				P
Theaters													P	P	P	P	P				P <sup>2</sup>
Universities, colleges	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU

**TRANSPORTATION AND PARKING**

Airports	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU	PRU
Automobile service stations														Cm P	P	P	P	P	P		P
Car washing, mechanized														P/c	P/c	P/c	P/c	P/c	P/c		P/c
Commercial parking lots and garages										P/c¹	P/c¹	P/c¹	P	P	P	P	P	P		P	
Heliports																			P		
Helistops		C	C										C		C	C	C	C	P	P	C
Joint use of parking facilities				Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm
Off-site parking facilities				Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm
Truck terminals																			P	P	

**UTILITIES AND COMMUNICATIONS**

Antennas, broadcasting	Cm	Cm	Cm															C	C	C	C
Antennas, receive-only	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac	Ac
Broadcasting stations													P		P	P	P	P	P	P	P
Utility installations, Type A	P/c	P/c	P/c	P	P	P	P	P/c	P/c	P	P/c	P/c	P/c	P/c	P/c	P/c	P/c	P/c	P/c	P/c	P/c
Utility installations, Type B	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm
Wind machines		Cm Ac	Cm Ac	Cm Ac	Cm	Cm								Cm	Cm			Cm	Cm		Cm

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**MISCELLANEOUS**

Historic structures, use of	Cm	Cm	Cm	C	C	C	C	C	C	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm
Joint development	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm

Where a proposed use is not specifically listed above, the director shall review the proposed use and, based on its characteristics and its similarity to the uses listed above, shall determine the regulatory requirements for that use.

<sup>1</sup>Commercial use subject to special density controls (see Table 21-3.3 and Section 21-3.90-1(c)(4)).

<sup>2</sup>Commercial use subject to special density controls (see Table 21-3.5 and Section 21-3.140-1(c)).

(Added by Ord. 99-12; Am. Ord. 00-09, 01-12, 02-63, 03-37, 07-14, 07-15, 09-26, 10-19, 13-10, 15-41)

## EXHIBIT E

1. Mineral and water rights of any nature.
2. The terms and provisions contained in Certificate and Consent dated December 1, 1986, by WAITEC DEVELOPMENT, INC., a Hawaii corporation, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 20114, Page 517 (the "Certificate and Consent").

Consent thereto by the TRUSTEES OF THE J.L.P. ROBINSON LIMITED PARTNERSHIP TRUST, the MANAGING AGENT FOR THE CAROLINE J. ROBINSON LIMITED PARTNERSHIP and the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF MARK ALEXANDER ROBINSON, DECEASED, and TRUSTEES UNDER DEED OF TRUST OF MARK ALEXANDER ROBINSON AND MARY KAPUAHAULANI HART ROBINSON DATED JULY 30, 1953.

This Certificate and Consent was recorded against the property at the time that the Land Use Commission of the State of Hawaii reclassified a total of 547.5 acres of land zoned Agricultural District to Urban District subject to the conditions set forth therein. Currently, the land of this Project is comprised of only 132.262 acres and the zoning of the Project's land has been subsequently changed to P-2 General Preservation District. Accordingly, it is unlikely that the terms and conditions contained in the Certificate and Consent continue to apply to the land of Project although the encumbrance has not been removed from the title to the land.

3. The terms and provisions contained in Declaration of Restrictive Covenants dated August 19, 1985, recorded as aforesaid in Liber 20142, Page 338 (the "Declaration").

This Declaration was recorded against the property prior to the reclassification of the land from Agricultural District to Urban District as set forth in the above-referenced Certificate and Consent. The Declaration states that the covenants contained in the Declaration shall apply until such time that the land is reclassified to a land use other than an agricultural district. The Declaration further states that it "shall automatically terminate without any further action at such time that the land is reclassified as a land use district other than an agricultural district . . . and thereafter this Declaration of Restrictive Covenants shall be of no further force or effect."

Pursuant to the foregoing quoted provisions from the Declaration and given that the land has been reclassified by the State Land Use Commission first to Urban District and then to P-2 General Preservation District, it is unlikely that the terms of the Declaration continue to apply to the land of the Project. However, no action has been taken to formally remove the encumbrance from the title to the land.

4. Designation of Easement "2" (60 feet wide) for road and utility purposes as shown as existing easement on File Plan No. 2121, more fully described on Deed recorded as aforesaid in Liber 22964, Page 197.
5. Grant dated October 13, 1994 to HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation, recorded in said Bureau as Document No. 95-005693, granting an exclusive easement for utility purposes over Easement "2".
6. Designation of Easement "S-1" for sewer purposes as shown on map prepared by Roy T. Yama, Land Surveyor, with ParEn, Inc. dba Park Engineering, dated April 12, 1995, approved by the Department of Land Utilization, City and County of Honolulu, 1995(98), on April 27, 1995 and more particularly described in instrument recorded as aforesaid as Document No. 2001-102121.
7. Designation of Easement "1" for drainage purposes as shown on map prepared by Roy T. Yama, Land Surveyor, with ParEn, Inc., dba Park Engineering, dated May 11, 1995, approved by the Department of Land Utilization, City and County of Honolulu, 1995(108), on May 11, 1995 and more particularly described in instrument recorded as aforesaid as Document No. 2001-102121.

8. Designation of Easement "2" for flowage purposes as shown on map prepared by Roy T. Yama, Land Surveyor, with ParEn, Inc. dba Park Engineering, dated May 11, 1995, approved by the Department of Land Utilization, City and County of Honolulu, 1995(108), on May 11, 1995 and more particularly described in instrument recorded as aforesaid as Document No. 2001-102121.
9. Grant dated April 17, 2003 to KUNIA RESIDENTIAL PARTNERS, a Hawaii limited partnership, recorded as aforesaid as Document No. 2003-085608, granting nonexclusive easements for sewer, drainage and flowage purposes, over said Easements "S-1", "1" and "2"; and swales for drainage and/or flowage purposes; a stormwater retention basin; and flowage easements, each shown on Exhibit 2.

-Note:- The Exhibit 2 referenced in said above Grant is not attached to said instrument.

10. The terms and provisions contained in unrecorded Agreement dated November 27, 2002, between HOUSING AND COMMUNITY DEVELOPMENT CORPORATION OF HAWAII, a public body and body corporate and politic of the State of Hawaii ("HCDCH"), and the DEPARTMENT OF TRANSPORTATION, State of Hawaii ("DOT"), re: Ewa Highway Master Plan Impact Fees (the "Agreement").

Memorandum of Agreement dated November 27, 2002, recorded as aforesaid as Document No. 2005-068465.

The Memorandum of Agreement is intended to provide notice to all persons and entities who may be affected that impact fees for traffic and road improvements may be assessed for new land development activities that require a building permit under the provisions of Ordinance 02-52 attached to the Memorandum.

Ordinance 02-52 provides in Section 1.3(a) that Ewa Highway Master Plan Impact Fees shall be assessed for all new land development activities that require a building permit in the Ewa Region, except as otherwise provided in Section 1.10(a). Section 1.3(b) states that no building permit shall be issued if an Ewa Highway Master Plan Impact Fee is due and the Ewa Highway Master Plan Impact Fee has not been paid. "New land development" is broadly defined as the carrying out of any building activity or the making of any material change in the use or appearance of any structure or land that attracts or produces vehicular trip(s) over and above that produced or attracted by the existing use of the land.

The impact fees for traffic and roadway improvements in Ewa required by Ordinance 02-52 are set forth in Chapter 33A of the Revised Ordinances of Honolulu, as the same may be amended from time to time. Purchasers of units in the Project should examine said Chapter 33A to determine the impact fee, if any, applicable to their unit and proposed activity.

11. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
12. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

END OF EXHIBIT E

## EXHIBIT F

### RIGHTS RESERVED TO DEVELOPER

The Developer's reserved rights with respect to the Project, as more particularly set forth in the Declaration and Bylaws, include without limitation, the rights set forth below.

Capitalized terms used herein shall have the meaning set forth in the Declaration, unless otherwise defined.

#### Declaration

A. Reserved Right to Grant Utility Easements. This right is set forth in Article 7.4 of the Declaration. Declarant reserves the right to grant (including the right to convey, transfer, cancel, relocate and otherwise deal with a grant) to any public or governmental authority, utility company, or Unit Owner rights-of-way and other easements, which are for the benefit of the Project or a particular Unit and which do not materially interfere with the use nor materially impair the value of any Unit, over, across, under and through (a) the common elements (including limited common elements), and (b) any Unit in such location or locations where no buildings or other structures are or will be located, subject to the prior written consent of the Owner of the Unit, for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and other public services and utilities, and rights to enter for the purpose of installing, repairing, altering and removing such lines and facilities and of trimming any trees in the way. The rights reserved to Declarant in this section continue for so long as Declarant owns any interest in any of the Units.

B. Reserved Right to Conduct Sales Activities. This right is set forth in Article 7.7 of the Declaration. Declarant shall have and hereby reserves, and the Declarant's mortgage lender (as hereinafter defined) shall have, the right and easement to conduct extensive activities on or from the Project, including the common elements, in connection with the sale or leasing of the Units in the Project, including the use of sales, leasing and management offices, parking stalls and extensive sales and leasing displays and activities. "Mortgage lender" shall mean any holder of a mortgage encumbering any of the Declarant's interest in the Project or a Unit or any person acquiring such interest of the Declarant at foreclosure of such mortgage, or by conveyance in lieu of foreclosure.

C. Reserved Rights to Subdivide the Land and Seek Entitlements. This right is set forth in Article 19.4 of the Declaration.

(a) Notwithstanding anything to the contrary contained in the Declaration, Declarant reserves the right at any time and from time to time and without the consent of any of the Interested Third Parties:

(1) To subdivide the Land or portions thereof into as many legal lots of whatever size and shape as Declarant may wish, provided that such right is exercised to affect only Units and limited common elements appurtenant thereto then owned by Declarant;

(2) To change development entitlements applicable to the Land. Such changes may include, without limitation, increasing allowable building lot coverage, floor areas, densities and changing the permitted uses and other standards for development.

(3) To change any of the Applicable Declarations and Covenants. (The foregoing (1) and (2) may be referred to as "Subdivision and Entitlement Rights.")

(b) The following provisions shall apply in connection with Declarant's exercise of Subdivision and Entitlement Rights:

(1) Declarant may obtain all permits or approvals from any Governmental Entity deemed by Declarant to be necessary or desirable, including without limitation, cluster permits, existing use permits, site development plan approvals, variances, use permits, rezoning, amendments to development plans or amendments to any of the foregoing;

(2) Declarant may obtain easements, licenses and other grants and subdivision approvals deemed by Declarant to be necessary or desirable in order to obtain services for utilities and access purposes over, under and across the Land(as it may be amended) or portions thereof (even if such portion may be removed from the Project under Section 19.6);

(3) Upon the written request of the Declarant, an Unit Owner and any Interested Third Party shall execute and deliver documents (such as applications and agreements of any kind with any Governmental Entity and any utility provider) and shall take all actions requested by Declarant in connection with exercise of the Subdivision and Entitlement Rights. If a Unit Owner or Interested Third Party shall fail to do so promptly after request, then Declarant may act on behalf of the Unit Owner or Interested Third Party in executing documents or taking such action.

(4) Upon the request of Declarant, if a Unit is being subdivided into a separate lot (the "Subdivided Unit"), all Unit Owners and holders of liens on a Unit shall be required to join in a reciprocal grant of easement for the purpose of effectuating substantially the same easement rights and obligations that benefitted and burdened the Subdivided Unit in the Project. Each party acquiring an interest in the Project, by such acquisition, consents and subordinates its interest to such grants of reciprocal easements, and agrees to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same, and appoints Declarant and its assigns as his or her attorney in fact with full power of substitution to execute and deliver such documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the duration of such reserved rights, and is not affected by the disability of such party or parties.

(5) Declarant shall pay all costs and expenses incurred in connection with the exercise of the Subdivision and Entitlement Rights, unless such costs and expenses are incurred because of the failure of a Unit Owner or Interested Third Party to perform his obligations under the Declaration. In such latter event, costs and expenses shall be paid for by the person who shall not have performed his or her obligations under the Declaration; and

(6) Declarant may for itself and on behalf of Unit Owners or Interested Third Parties or any of them sign and deliver all documents (such as applications and agreements of any kind) and take all actions that Declarant may deem necessary or desirable ("Documents and Actions"), and the delivery of any such Documents or taking of such Actions shall be sufficient determination. The Documents and Actions may be delivered, taken or entered into with respect to any Governmental Entity, including, without limitation, the City and all public or quasi-public agencies or companies that provide or will provide utility services to the Project.

D. Reserved Rights to Remove Land from the Project. This reserved right is set forth in Article 19.6 of the Declaration.

(a) Right to Remove. If the Land shall have been legally subdivided in accordance with section 19.4, then notwithstanding anything to the contrary contained in the Declaration, Declarant may, without the payment of any consideration and without the joinder of an Interested Third Party, at any time and from time to time delete and remove from the Project one or more of the legal lots created as a result of any such subdivision (with or without the Unit or Units located thereon) ("Land Removal"), subject to the following :

(1) All costs and expenses in connection with the Land Removal shall be paid for by the Declarant, unless such expenses are incurred because of a Unit Owner's failure to deliver documents or to take actions as required under the Declaration. In the event of a Unit Owner's

failure to perform his foregoing obligations under the Declaration, the expenses and other costs incurred by the Declarant shall be paid for by the Unit Owner failing to deliver the documents or take the action.

(2) The Land Removal shall not affect the layout, access to, location, dimensions, structure (if any) or use of any remaining Unit unless such Unit is owned by Declarant (or assignee of Declarant's developer's rights).

(3) In connection with the Land Removal, Declarant may (A) grant easements and other rights for the benefit of the portion of the Land being removed to the Project over the common elements of the Project (including any limited common elements that were appurtenant to the Unit or Units that are located upon the legal lot being removed) and (B) grant easements and other rights for the benefit of the Units remaining in the Project over the portion of Land being removed from the Project.

(b) Amendment to Declaration and Condominium Map. In connection with the Land Removal, Declarant shall sign and record in the Recording Office, without the payment of any consideration and without the consent or joinder of any Unit Owner or Interested Third Party, an amendment (or amendments) to the Declaration and the Condominium Map and shall deliver to the Board a copy of the recorded amendment to the Declaration and the Condominium Map, which shall contain the following:

(1) A description of the layout, location, dimensions and unit number of each of the Units remaining in the Project;

(2) A description of the limited common elements appurtenant to each of the Units remaining in the Project and a description of the common elements remaining in the Project;

(3) The percentage of common interest appurtenant to each Unit remaining in the Project if such is changed (which shall be calculated in the same manner as determining "proportionate share" under Section 19.2, provided that for "rounding" purposes, the Declarant may assign an unequal share to a Unit selected by the Declarant;

(4) An amended site map depicting the Land, other common elements, and the Units remaining subject to the Condominium Property Regime;

(5) Any additional or revised common and limited common elements and easements which shall thereafter be appurtenant to the remaining Units in the Project or appurtenant to the portion of the Land that is being removed from the Project; and

(6) Such other matters that Declarant deems necessary or desirable to effectuate the Land Removal.

E. Reserved Right to Adjust Boundaries. This reserved right is set forth in Section 19.3(d). It provides that Declarant has the reserved right to adjust the boundaries and/or square footages of the Units and the description of the perimeter boundaries set forth in the Declaration or on the Condominium Map as necessary to correct minor discrepancies and/or errors in the descriptions or areas; provided that Declarant shall record an amendment to the Declaration to reflect such modifications.

F. Provisions Applicable to Declarant's Reserved Rights under Article 19 of the Declaration. The following provisions apply to each of the sections of Article 19 referenced above that reserve rights in favor of Declarant:

(a) Those sections within Article 19 that create rights and benefits for the Declarant or for a Unit Owner (referred to as "Benefitted Owner") may not be amended without the consent of the Benefitted Owner.

(b) In furtherance of the rights granted under Article 19, the Benefitted Owner may, without being required to obtain the consent or joinder of any Interested Third Party (1) execute and deliver (on behalf of all of the Unit Owners and their respective mortgagees, if necessary) applications, petitions, agreements and other instruments which such Benefitted Owner deems necessary or desirable (including without limitation, documents to be filed or recorded with Governmental Agencies, public utility companies or private parties); (2) deliver documents and to take such actions in connection with the foregoing as may be in the discretion of the Benefitted Owner, and delivery of such instrument or the taking of such action is sufficient determination; and (3) amend the Declaration, the Bylaws, and the Condominium Map to reflect exercise of the rights of a Benefitted Owner under such section of Article 19.

(c) If notwithstanding that a section in this Article 19 does not require the consent or joinder or the taking of other action of a Unit Owner or any Interested Third Party to the action or change by the Benefitted Owner, but the Act, Applicable Laws, Governmental Entity, title companies, permitting entities or public utility companies nonetheless do require the consent or joinder or the taking of action by a Unit Owner or any Interested Third Party, then upon the request of the Benefitted Owner, each such Unit Owner or Interested Third Party consents in advance to such action or change being made by the Benefitted Owner and agrees to consent to and join in, as aforesaid, and to sign all instruments or documents necessary or desirable so that the Benefitted Owner may effectuate the change or otherwise do as permitted under the applicable section within Article 19.

(d) If the Unit Owner or Interested Third Party fails to provide such requested written joinder, consent, or take such action, as the case may be, within ten(10) days after request is made by the Benefitted Owner, the Benefitted Owner may sign, deliver or take such action on behalf of the Unit Owner or Interested Third Party. Such shall be accomplished by signature of the Benefitted Owner acting under an irrevocable power-of-attorney in favor of Benefitted Owner from each of the other Owners and Interested Third Parties. The acquiring or acceptance of ownership in a Unit or of a mortgage or other lien covering a Unit or of any other interest in the Project or Unit shall be deemed the delivery of a grant of such power of attorney in favor of the Benefitted Owner. Such grant is considered as being coupled with an interest and shall be irrevocable.

(e) The rights of a Benefitted Owner granted under a section of Article 19 may be assigned, mortgaged or otherwise be transferred by the Benefitted Owner only in connection with the assignment, mortgage or other transfer of the Unit owned by Benefitted Owner. No amendment to such rights granted to a Benefitted Owner may be made without the consent of the Benefitted Owner.

(f) If any provision of this Article 19 shall be declared to be unlawful or unenforceable, such provision or provisions shall be null and void and be separable from the remaining provisions of this Article 19 and/or this Declaration and shall not affect the enforceability of any other provision of this Article 19 or the Declaration.

END OF EXHIBIT F



## EXHIBIT G

### ESTIMATED OPERATING EXPENSES

For Period August 16, 2016 to August 15, 2017

As Prepared by Developer

#### Estimated Annual Expenses:

1. Ground Maintenance .....	\$ -0-
2. Water/Sewer .....	\$ -0-
3. Electricity.....	\$ -0-
4. Fire Insurance.....	\$ -0-
5. Reserves.....	\$ -0-
6. Management Fee.....	\$ -0-
 Total Annual Expenses .....	\$ -0-

Estimated Monthly Expenses: ..... \$ -0-

Estimated Monthly Maintenance Fee for Each Unit: ..... \$ -0-

#### Notes:

1. The Project does not contain any common element areas requiring maintenance by the Association.
2. All water and sewer services supplied to the units will be separately metered. No water or sewer services will be required for the common elements.
3. All electricity supplied to the units will be separately metered. No electricity will be required for the common elements.
4. Under the terms of the Declaration of Condominium Property Regime, the individual unit owners will be obtaining separate policies of property insurance and general liability insurance and naming the Association as an additional insured. In this case, the insurance premiums will be the responsibility of the individual unit owners and not a common expense.
5. Developer discloses that no reserve study was done in accordance with §514B-148, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.
6. The Project will be self-managed by the Association of Unit Owners.

The Developer certifies that the maintenance fees and costs as estimated by the Developer are based on generally accepted accounting principles.

CENTRAL OAHU ASSOCIATES, LLC  
By ROYAL KUNIA DP, LLC, Its Manager

By

  
Jon Gomes  
Its Manager

"Developer"

END OF EXHIBIT G

EXHIBIT "H"

SUMMARY OF PURCHASE AND SALE AGREEMENT

A copy of the form of Purchase and Sale Agreement ("Sale Agreement") has been submitted to the Real Estate Commission and is available for inspection at Developer's office. The following is a summary of some of the provisions of the Sale Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Sale Agreement.

ALL PURCHASERS AND PROSPECTIVE PURCHASERS SHOULD CAREFULLY READ THE SALE AGREEMENT IN FULL SINCE THIS SUMMARY IS NOT INTENDED TO BE A COMPLETE DESCRIPTION OF THE PROVISIONS OF THE SALE AGREEMENT.

1. The Sale Agreement does not become a binding contract until the Binding Date occurs as described hereinbelow. The Effective Date of the Sale Agreement shall be the date on which all of the following conditions are fulfilled:

- (a) The Sale Agreement has been accepted by Developer;
- (b) A true copy of Developer's Public Report is mailed or otherwise delivered to the purchaser; and
- (c) A notice of the purchaser's thirty-day right to cancel this Agreement is mailed or otherwise delivered to the purchaser.

The Binding Date of the Sale Agreement shall be the date when all of the foregoing conditions have been fulfilled and the following additional conditions have been fulfilled:

- (i) The purchaser has waived or is deemed to have waived the purchaser's right to cancel the Sale Agreement pursuant to Section 514B-86 of the Act; and
- (ii) The purchaser has not terminated the Sale Agreement pursuant to Section 6.4 of the Sale Agreement.

Until the Binding Date of the Sale Agreement, it may be terminated at any time, with or without cause, at the option of either party, by written notice of termination to the other party.

2. The unit together with its undivided percentage interest in the common elements and the limited common elements appurtenant to the unit, if any, is referred to in the Sale Agreement as the "Property".

3. The Property is sold strictly "AS IS," "WHERE IS" in its present state and condition and "WITH ALL FAULTS" basis without any representations or warranties by Developer or its representatives or agents. Purchaser must rely upon its own inspection, and its own professional advisors in its examination of the physical condition of the Property and all improvements thereon, if any.

4. The purchaser agrees that all payments required by the Sale Agreement will be deposited with Escrow by cashier's check, wire transfer, or other immediately available funds delivered to Escrow. Escrow shall be instructed to act in accordance with the terms of the Sale Agreement and the Escrow Agreement and the purchaser and Developer shall execute such further escrow instructions as may be necessary for Escrow to consummate the transaction contemplated by the Sale Agreement, but in the event of any conflict between the provisions of such further escrow instructions and the Sale Agreement, the provisions of the Sale Agreement shall control.

5. All real property taxes and assessments, and condominium association fees and assessments, and other charges applicable to the Property that are normally prorated shall be prorated between Developer and purchaser as of the Cutoff Time (12:01 a.m. Hawaii Standard Time on the Closing Date).

6. The purchaser is permitted to assign the Sale Agreement to a new special purpose entity, provided that (i) such new entity is directly or indirectly controlled by or under common control with the purchaser, (ii) the assignment shall not release purchaser from its obligations under the Sale Agreement, (iii) the assignment does not delay the Closing, (iv) the permitted assignee assumes all duties and obligations of purchaser under the Sale Agreement, (v) Developer is provided with a copy of the assignment which includes such assumption by the assignee, and (vi) Developer is given copies of any formation documents confirming the above matters. The Sale Agreement shall not otherwise be assigned or transferred by the purchaser, without the prior written consent of the Developer, which consent may be withheld in the Developer's sole discretion.

7. During the Due Diligence Period (as set forth in the Sale Agreement), Developer shall provide purchaser with access to the Property to permit purchaser to conduct independent analysis, studies, surveys, reports, investigations and inspections, including environmental and soils inspections, as purchaser deems appropriate in purchaser's sole discretion in connection with the purchase of the Property. Purchaser shall be solely responsible for the payment of the costs of any due diligence review by purchaser and shall be responsible for any damage to the Property which occurs during such inspections. A purchaser's sole remedy for a breach or alleged breach by Developer of its obligation to deliver or make available Due Diligence Documents or other materials or information or to provide access to the Property shall be to disapprove the Due Diligence Documents or other materials and information and the Property and terminate the Sale Agreement during the Due Diligence Period.

8. Purchaser shall have an option to terminate the Sale Agreement for any reason at any time prior to the expiration of the Due Diligence Period by delivering a written notice of termination to Developer prior to 5:00 p.m. (Hawaii Standard Time) on the last day of the Due Diligence Period. If purchaser delivers a written notice of termination to Developer prior to the expiration of the Due Diligence Period, the termination provisions of the Sale Agreement shall apply. If purchaser fails to provide timely written notice of its intent to proceed or terminate the Sale Agreement prior to the expiration of the Due Diligence Period, purchaser will be deemed to have elected to terminate the Sale Agreement.

9. If the purchaser defaults after the Binding Date of the Sale Agreement, Developer shall not be obligated to close the sale of the Property and may retain the deposits previously paid by the purchaser as liquidated damages, and purchaser shall be responsible for reasonable attorneys' fees incurred by Developer to collect the deposits if contested by purchaser, escrow fees, liability arising from any indemnifications from purchaser, and for the return of such documents as may be specified in the Sale Agreement.

10. If any event of default by the Developer occurs prior to the Closing, purchaser may elect as its sole remedy one of the following: (i) to terminate the Sale Agreement and upon such termination purchaser shall be entitled to the return of any deposits previously paid and Developer shall pay all escrow cancellation charges, or (ii) to bring a suit for specific performance. Purchaser shall be deemed to have elected to terminate the Sale Agreement and have waived, released and forever relinquished any right purchaser may now have or may later acquire to seek specific performance or to place any liens or encumbrances including a notice of lis pendens on the Property if purchaser fails to deliver to Developer written notice of its intent to assert a cause of action for specific performance within sixty (60) days following the Scheduled Closing Date, or, having given such notice, fails to file a lawsuit asserting such cause of action in the proper court within ninety (90) days following the Scheduled Closing Date.

END OF EXHIBIT "H"

## EXHIBIT "I"

### SUMMARY OF ESCROW AGREEMENT

A copy of the Condominium Escrow Agreement dated August 4, 2016, between the Developer and Title Guaranty Escrow Services, Inc. ("Escrow"), has been submitted to the Real Estate Commission and is available for inspection at the Developer's sales office. The following is a summary of some of the provisions of the Escrow Agreement.

NOTE: ALL PURCHASERS AND PROSPECTIVE PURCHASERS SHOULD READ THE ESCROW AGREEMENT AND ALL AMENDMENTS, IF ANY, IN FULL AS THIS SUMMARY DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS IN THE ESCROW AGREEMENT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE ESCROW AGREEMENT, AND DOES NOT ALTER OR AMEND THE ESCROW AGREEMENT IN ANY MANNER.

1. A signed copy of each sales contract for a unit in the Project must be given to Escrow.
2. All money received by the Developer from purchasers under sales contracts for units in the Project must be given to Escrow. Escrow, in accordance with written instructions from the Developer, shall deposit all money so received in an interest-bearing account at a federally insured bank, savings and loan association or other financial institution unless otherwise provided in the sales contract. Any interest earned on funds deposited into Escrow will accrue as set forth in the sales contract unless otherwise provided.
3. Escrow will not make any disbursements of funds at closing unless and until the following conditions have been fulfilled:
  - (a) The purchaser shall have received a copy of (i) Developer's Public Report issued by the Real Estate Commission, together with a receipt and notice from which complies with Sections 514B-87, Hawaii Revised Statutes;
  - (b) The purchaser has signed the receipt and notice form and waived the purchaser's right to cancel or thirty (30) days have elapsed since the purchaser received a copy of the Public Report and receipt and notice form;
  - (c) Escrow receives satisfactory assurances, including a commitment by a duly licensed title insurer, that the unit has been conveyed free and clear of any liens and that all blanket mortgages and liens have been released from purchaser's unit in accordance with Section 514B-45, Hawaii Revised Statutes; and
  - (d) Purchaser's deed is recorded in the Bureau of Conveyances of the State of Hawaii.
4. A purchaser shall be entitled to a return of such purchaser's funds held in Escrow under a sales contract, and Escrow will pay such funds to the purchaser, together with any interest which may have accrued to the credit of such purchaser, if any one of the following has occurred:
  - (i) Developer and purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held by Escrow; or
  - (ii) Developer or purchaser shall have notified Escrow of Developer's or purchaser's exercise of an option to cancel the sales contract pursuant to any right of cancellation provided in the sales contract or otherwise available to Developer or purchaser; or

(iii) The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to cancel the sales contract pursuant to Section 514B-86, Hawaii Revised Statutes, as amended; or

(iv) The purchaser shall have notified Escrow of purchaser's exercise of his or her right to rescind the sales contract pursuant to Section 514B-87, Hawaii Revised Statutes.

In any of the foregoing events, Escrow shall, upon the occurrence of the event described in section 4(i) or 4(ii) above or upon receipt of a written request for a refund by the purchaser upon the occurrence of an event described in section 4(iii) or 4(iv) above, unless the purchaser has waived or has been deemed to have waived the right to a refund, pay said funds to the purchaser (less a cancellation fee commensurate with the work done by Escrow prior to such cancellation, up to a maximum of \$250.00); provided, however, that no refund shall be made to a purchaser at the purchaser's request prior to receipt by Developer of written notice from Escrow of Escrow's intent to make such refund and the purchaser shall not be required to pay a cancellation fee to Escrow for any rescission pursuant to Section 514B-87, Hawaii Revised Statutes.

5. If a purchaser fails to claim a refund for a cancelled sales contract, Escrow will notify the purchaser at the purchaser's address shown on the sales contract.

6. The Escrow Agreement is subject to the provisions of Hawaii Revised Statutes, Chapter 514B, as it may be amended.

END OF EXHIBIT "I"