

Chapter 514A, Developer's Public Report—Avoiding Common Errors

The Hawaii Real Estate Commission ("Commission") oversees the application and review process for the registration of condominiums for initial sale. Part of this process requires developers to file a Developer's Public Report which is a disclosure document detailing material and pertinent facts to initial buyers. The Commission has produced this quick guide to assist developers and their agents in avoiding common mistakes in filling out a Developer's Public Report.

Frequently Asked Questions:

What are the current fees?

Please review the [General Information](#) for CPR chapter 514A for current fees.

What is the average time for review?

The average total review time after assignment to one of the Commission's consultants is between six to eight weeks.

Do I select "Final" or "Supplementary" for my filing?

If your prior report was a contingent or a preliminary report, check "FINAL." If you are updating a previously filed final or supplementary report, check "SUPPLEMENTARY." If you are filing a supplementary, note which report it is updating or if it is superseding all prior reports. If you have never registered with this office with any type of report, you are required to file as a new chapter 514B, HRS, project and the extension under [Act 223](#), SLH 2019, is not available to you.

Are there any differences in supplementary reports?

There are two types of supplementary reports - short and full. Short supplementary reports update existing reports and cost \$225 each. There is also a limit of two short supplementary reports per each full or final report and also limited to disclosing two material and/or five pertinent changes. Full supplementary reports supersede all prior reports and cost \$1,075 each.

What do I do if I need additional space on the forms?

Attach exhibits or addendums. **Do not** modify any existing forms or existing wording.

Do all developers have to sign?

Yes. If there are more than one developer, each developer must sign on their own signature page.

Can I submit my filings in a three-ring binder?

No. All supporting papers must be bound in a press board folder. No three ring binders will be accepted. The developer's public report may be binder clipped. Final drafts shall not contain any holes or staples.

What other documents should I look at?

In addition to the [General Information](#) for CPR chapter 514A, the document checklist, project questionnaire, and all other forms in the chapter 514A, HRS, registration [forms section](#) on the Real Estate Branch's website.

What benefits does the developer get from updating?

Under chapter 514A, HRS, developers must keep their developer's public reports active and accurate for legal sales to occur. As chapter 514A, HRS, was repealed in January 2019, developers no longer are able to keep their reports active and accurate. [Act 223](#), SLH 2019, temporarily resurrects the development sections that were repealed in [Act 181](#), SLH 2017. Developers who still own chapter 514A, HRS, units have until July 2, 2020, to update their reports to be transferred into chapter 514B, HRS, where reports do not expire, and sales may continue. Please see the Commission's website on the [repeal of chapter 514A, HRS](#).

Can I, the developer, sell if my report is expired and inaccurate?

No. Developers shall stop all offers and sales until an effective date is issued that reactivates and updates a report.

IMPORTANT - - Read This Developer Prepared Report Before Buying

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

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer: _____
Business Address: _____
Project Name (*): _____
Address: _____
Registration No. _____ Effective date: _____
Expiration date: Not Applicable

Capitalize every letter in the developer and project name.

Leave effective date blank

Preparation of this Report:

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

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

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

Expiration Date of Reports: Pursuant to Act 181, SLH 2017, as amended by Act 223, SLH 2019, on the first day on or between January 1, 2019, and July 1, 2020, that a chapter 514A, HRS, condominium public report pursuant to sections 514A-40 and 514A-41, HRS, is accurate, not misleading, with an active effective date, it shall be treated as a **non-expiring** chapter 514B, HRS, developer's public report, subject to Part IV of chapter 514B, HRS.

New Developer Obligations: Reports will then be subject to Part IV of chapter 514B, HRS, including sections 514B-58, HRS, annual reports and 514B-56, HRS, amendments. Developers and their agents should review chapter 514B, HRS, for additional obligations and responsibilities. Prospective buyers should be aware of the additional reporting requirements and request any and all updates from the developer and their agents prior to purchasing.

Condominium Governance: Pursuant to section 514B-101, HRS, Part VI, management of condominiums applies to all condominiums, except as provided in subsection (b).

Type of Report:

☐ **FINAL:**
(white)

The developer has legally created a condominium and has filed complete information with the Commission.

☐ Preliminary or a contingent previously filed
☐ This report supersedes all prior public reports.
☐ This report must be read together with: _____

☐ **SUPPLEMENTARY:**
(pink)

This report updates information contained in the:

☐ Final Public Report dated: _____
☐ Supplementary Public Report dated: _____

And

☐ Supersedes all prior public reports.
☐ Must be read together with: _____
☐ This report reactivates the _____
public report(s) which expired on _____

Check "Final" if you previously filed a preliminary or contingent.

Check "Supplementary" if a final or prior supplementary report has been filed.

If you have never filed, you must register as a new project under chapter 514B, HRS.

(*) Exactly as named in the Declaration

For all sales information, please contact the Developer and real estate broker on page 5.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

Periodically check the Real Estate Branch's website to ensure you're on the most recent form. Older forms will be rejected.

The Commission does not anticipate any new updates beyond the May 2019 version.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

☐ Required and attached to this report

☐ Not Required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

☐ Changes made are as follows:

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Attach an addendum if you require additional space for disclosure.

General Information On Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

I. PERSONS CONNECTED WITH THE PROJECT

Developer Name*: _____ Phone: _____
(Business)

Business Address: _____

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

Real Estate Broker*: _____ Phone: _____
(Business)

Business Address: _____

Escrow*: _____ Phone: _____
(Business)

Business Address: _____

General Contractor*: _____ Phone: _____
(Business)

Business Address: _____

Condominium Managing Agent*: _____ Phone: _____
(Business)

Business Address: _____

Attorney For Developer*: _____ Phone: _____
(Business)

Business Address: _____

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

In the event of multiple brokers, escrow companies, and/or general contractors, please provide that information as an addendum listed as page 5a with the information of each respective agent, escrow, or contractor information immediately after 5.

In the event of no broker, disclose the statement listed on the bottom of this page on page 20.

Provide specific attorney name in addition to any firm name.

Required No Broker Selected Statement for page 20.

"DISCLOSURE RE: NON-SELECTION OF REAL ESTATE BROKER. As of the effective date of this Public Report, the Developer has not executed a listing agreement for the sale of the Units in this condominium project with a duly licensed Hawaii real estate broker. This Public Report shall not bind a purchaser to the sale of the Units until (1) the Developer first obtains an updated Developer's Public Report from the Real Estate Commission and provides them with a duly executed copy of a broker listing agreement with a Hawaii-licensed real estate broker, and (2) gives a copy of said updated Developer's Public Report to the purchaser. "

Developers are required to use a broker for sales as they are explicitly not exempted from the Real Estate Brokerage and Salesperson law in engaging in real estate activities pursuant to §467-2(1), HRS.

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

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

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

The Declaration for this condominium is:

<input type="checkbox"/> Proposed			
<input type="checkbox"/> Recorded -	Bureau of Conveyances:	Document No. _____	
		Book _____	Page _____
<input type="checkbox"/> Filed -	Land Court:	Document No. _____	

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

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

The Condominium Map for this condominium project is:

<input type="checkbox"/> Proposed		
<input type="checkbox"/> Recorded -	Bureau of Conveyances Condo Map No. _____	
<input type="checkbox"/> Filed -	Land Court Condo Map No. _____	

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

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

The Bylaws for this condominium are:

<input type="checkbox"/> Proposed		
<input type="checkbox"/> Recorded	Bureau of Conveyances:	Document No. _____
		Book _____ Page _____
<input type="checkbox"/> Filed -	Land Court:	Document No. _____

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

Provide dates and document numbers of all recorded original filings, restatements, and amendments of the declaration, bylaws, and map.

Should you require additional space, attach an exhibit or addendum.

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

The House Rules for this condominium are:

☐ Proposed ☐ Adopted ☐ Developer does not plan to adopt House Rules

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

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

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

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

2. Developer:

- ☐ No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.
- ☐ Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

III. THE CONDOMINIUM PROJECT

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

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

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

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

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: ☐ Monthly ☐ Quarterly
☐ Semi-Annually ☐ Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: ☐ Month ☐ Year

For Sub-leaseholds:

- ☐ Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is: ☐ Cancelled ☐ Foreclosed
- ☐ As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.
- ☐ Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Sub-leasehold:

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

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

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: ☐ Monthly ☐ Quarterly
☐ Semi-Annually ☐ Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: ☐ Month ☐ Year

☐ Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

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

B. **Underlying Land:**

Address:

Tax Map Key (TMK): _____

☐ Address

☐ TMK

is expected to change because:

Land Area:

☐ Square Feet

☐ Acre(s) Zoning:

Fee Owner Name:

Business Address:

Lessor Name:

Business Address:

C. **Buildings and Other Improvements:**

1. ☐ New Building(s)
☐ Conversion of Existing Building(s)
☐ Both New Building(s) and Conversion
2. Number of Buildings: _____ Floors Per Building: _____
☐ Exhibit _____ contains further explanations.
3. Principal Construction Material:
☐ Concrete ☐ Hollow Tile ☐ Wood
☐ Other _____

4. Uses Permitted by Zoning:
- | | No. of
Apts. | <u>Use Permitted By Zoning</u> | |
|--|-----------------|--------------------------------|-----------------------------|
| <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 Res/Comm | _____ | <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"/> Preservation/Recreational | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Other: | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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

☐ Yes ☐ No

Select the correct zoning
type for each unit based
on underlying county
zoning.

5. Special Use Restrictions:

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

- ☐ Pets _____
- ☐ Number of Occupants _____
- ☐ Other _____
- ☐ There are no special use restrictions

6. Interior (fill in appropriate numbers):

Elevators: _____ Stairways: _____ Trash Chutes: _____

<u>Apt.</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net</u>	<u>Net</u>	<u>(Identify)</u>
<u>Type</u>			<u>Living Area (sf)*</u>	<u>Other Area (sf)</u>	

Total Number of Apartments: _____ See Exhibit

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

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

Boundaries of Each Apartment:

Permitted Alterations to Apartments:

Apartments Designated for Owner-Occupants Only:

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



Attach a separate exhibit if you require additional space for disclosure.

7. Parking Stalls:

Total Parking Stalls: _____

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)	_____	_____	_____	_____	_____	_____	_____
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____	_____	_____	_____

Total Covered & Open: _____

Each apartment will have the exclusive use of at least _____ parking stall(s).

Buyers are encouraged to find out which stall(s) will be available for their use.

☐ Commercial parking garage permitted in condominium project.

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

8. Recreational and Other Common Facilities:

☐ There are no recreational or common facilities.

☐ Swimming Pool

☐ Storage Area

☐ Recreation Area

☐ Laundry Area

☐ Tennis Court

☐ Trash Chute/Enclosure(s)

☐ Other: _____

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

☐ There are no violation

☐ Violations will not be cured

☐ Violation and cost to cure are listed below: ☐ Violations will be cured by: _____
(Date)

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

11. Conformance to Present Zoning Code

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

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

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

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

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

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

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

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

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

- ☐ described in Exhibit _____
☐ as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

- ☐ There are no limited common elements in this project.
- ☐ The limited common elements and the apartments which use them as described in the Declaration, are:
- ☐ described in Exhibit _____
- ☐ as follows:

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

- ☐ described in Exhibit _____
- ☐ as follows:

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

Exhibit _____ describes the encumbrances against the title contained in the title report dated _____ and issued by _____.

Title report must be issued no earlier than 60 days before submission of application.

Blanket Liens:

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
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F. **Construction Warranties:**

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

2. Appliances:

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

At minimum, please provide estimated month and year when construction will start and estimated construction time in months until completion or month and year of construction completion.



H. **Project Phases:**

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

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

IV. CONDOMINIUM MANAGEMENT

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

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report, is:

- ☐ not affiliated with the Developer ☐ the Developer or Developer's affiliate
☐ self-managed by Association of Apartment Owners ☐ Other: _____

- B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

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

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

Should no maintenance fee be planned, please provide a statement regarding why the developer believes no maintenance fee will be charged in an exhibit.

- C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- ☐ None ☐ Electricity (☐ Common Elements only ☐ Common Elements & Apartments)
☐ Gas (☐ Common Elements only ☐ Common Elements & Apartments)
☐ Water ☐ Sewer ☐ Television Cable
☐ Other:

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

- ☐ Notice to Owners Occupants
- ☐ Specimen Sales Contract
Exhibit _____ contains a summary of the pertinent provisions of the sales contract.
- ☐ Escrow Agreement dated _____
Exhibit _____ contains a summary of the pertinent provisions of the escrow agreement.
- ☐ Other

B. Buyer's Right to Cancel Sales Contract:

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

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

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

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

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

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

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

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

Only non-residential zoned units, two unit projects, or projects developed pursuant to §§46-15, or 46-15.1, or chapters 53, 201H, 205, 346, or 356D, HRS, are exempted from owner occupancy requirements.

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

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

Website to access official copy of laws: www.capitol.hawaii.gov
Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs
Website to access rules: www.hawaii.gov/dcca/har

This Public Report is a part of Registration No. _____ filed with the Real Estate Commission on _____.

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

☐ WHITE paper stock - FINAL

☐ PINK paper stock - SUPPLEMENTARY

If your previous report was a preliminary or contingent and you are filing a final, the final draft must be provided on white paper.

If you are filing a supplementary report to update or supersede an existing final or supplementary report, the final draft must be provided on pink paper.

Submit initial report applications on white paper.

C. **Additional Information Not Covered Above**

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

Printed Name of Developer

By: _____
Duly Authorized Signatory* Date

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, _____

Planning Department, _____

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

If multiple developers or authorized signatories are signing, each must sign on their own page. Make a copy of the signing page per signatory, and attach to the report in order.

Original signatures and dates will be required for the final draft.

EXHIBIT _____
ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment

Monthly Fee x 12 months = Yearly Total

Provide a breakdown of maintenance fees by each apartment or by each type of apartment.



The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency

Estimate of Maintenance Fee Disbursements:

Monthly Fee x 12 months = Yearly Total

Utilities and Services

Air Conditioning

Electricity

☐ common elements only

☐ common elements and apartments

Elevator

Gas

☐ common elements only

☐ common elements and apartments

Refuse Collection

Telephone

Water and Sewer

Maintenance, Repairs and Supplies

Building

Grounds

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance

Reserves(*)

Taxes and Government Assessments

Audit Fees

Other

TOTAL

I, _____, as agent for/and/or employed by _____,
the condominium managing agent/developer for the

_____ condominium project, hereby certify that the
above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in
accordance with generally accepted accounting principles.

Signature

Date

(*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

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