

# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS  
STATE OF HAWAII

1010 RICHARDS STREET  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

## PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on  
NUUANU HILLSIDE  
29 South Judd Street  
Honolulu, Hawaii

REGISTRATION NO. 1643

### **IMPORTANT — Read This Report Before Buying**

#### **This Report Is Not an Approval or Disapproval of This Condominium Project**

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project but may only take reservations therefore after

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: November 2, 1984

Expires: December 2, 1985

#### SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the Purchaser or prospective Purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED OCTOBER 23, 1984, AND INFORMATION SUBSEQUENTLY FILED AS OF OCTOBER 26, 1984. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. NUUANU HILLSIDE is a proposed fee simple condominium project consisting of one (1) nineteen (19) story building, including the basement, containing one hundred fifty (150) residential apartments. There shall be a four (4) level parking garage located on the basement through the fourth floor of the building which contains two hundred twenty-one (221) parking stalls, six (6) of which are designated as visitor parking stalls.

2. The Developer has submitted to the Commission for examination all documents necessary for the issuance of this Preliminary Public Report.
3. No advertising or promotional matter has been submitted pursuant to the Rules and Regulations promulgated by the Commission.
4. The Developer advises that the Declaration of Horizontal Property Regime (the "Declaration") and Bylaws of Association of Apartment Owners (the "Bylaws") have not been executed, or filed with the Office of the Assistant Registrar of the Land Court of the State of Hawaii or recorded in the Bureau of Conveyances of the State of Hawaii.
5. The Purchaser or prospective Purchaser is advised to acquaint himself with the provisions of the Horizontal Property Act, Chapter 514A of the Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, November 2, 1984, unless a Final or Supplementary Public Report issues, or the Commission, upon review of the registration, issues an order extending the effective period of this report.
7. This Preliminary Public Report is made a part of the registration of the NUUANU HILLSIDE condominium project. The Developer is responsible for placing a true copy of this Preliminary Public Report (yellow paper stock) and attached Disclosure Abstract in the hands of all Purchasers and prospective Purchasers and for securing a signed copy of the Receipt therefor.

NAME OF PROJECT: NUUANU HILLSIDE.

LOCATION: The Project is located at 29 South Judd Street, Nuuanu Valley, Honolulu, Hawaii and involves a parcel of land of approximately 40,631 square feet.

TAX MAP KEY: 2-2-10:24

ZONING: A-3 (High Density).

DEVELOPER: Central Nuuanu Associates, Inc., a Hawaii corporation, 567 South King Street, Suite 400, Honolulu, Hawaii 96813; Telephone 521-8971. The officers of the corporation are George F. Hutton, President; Scott F. Church, Vice President; James J. Allyn, Secretary/Assistant Treasurer; and Charles J. Pankow, Treasurer.

ATTORNEYS FOR DEVELOPER: Carlsmith, Wichman, Case, Mukai and Ichiki, 1001 Bishop Street, Pacific Tower, Suite 2200, Honolulu, Hawaii 96813 (Attention: Eric A. James or Carl J. Schlack, Jr.); Telephone 523-2500.

DESCRIPTION:

A. Description of the Building. The Project consists of one (1) nineteen (19) story building, including the basement, which contains one hundred fifty (150) residential condominium apartments and a

four (4) level parking garage located on the basement through the fourth floor of the building which contains two hundred twenty-one (221) parking stalls. The building will be constructed principally of reinforced concrete, concrete masonry units, aluminum, glass and allied building materials.

B. Description of the Apartments. The condominium apartments are designated in the spaces within the perimeter walls, windows, doors, floors and ceilings of each of the one hundred fifty (150) condominium apartments located on floors five (5) through PH in the Project, which spaces are referred to herein as "Apartments." The locations of the Apartments are shown on the Condominium Map and are further described and numbered on Exhibit "A" attached hereto.

C. Layout and Area. Floors five (5) through PH each contain ten (10) Apartment types hereby designated as A, AR, B, BR, C, CR, D, DR, E and ER which are more particularly described as follows:

1. Type A. These Apartments have a net living area of approximately 713.20 square feet and consist of two (2) bedrooms, one (1) bathroom, a living/dining room and a kitchen area.

2. Type AR. These Apartments have a net living area of approximately 713.20 square feet and consist of two (2) bedrooms, one (1) bathroom, a living/dining room and a kitchen area.

3. Type B. These Apartments have a net living area of approximately 709.60 square feet and consist of two (2) bedrooms, one (1) bathroom, a living/dining room and a kitchen area.

4. Type BR. These Apartments have a net living area of approximately 709.60 square feet and consist of two (2) bedrooms, one (1) bathroom, a living/dining room and a kitchen area.

5. Type C. These Apartments have net living area of approximately 586.21 square feet and consist of one (1) bedroom, one (1) bathroom, a living/dining room and a kitchen area.

6. Type CR. These Apartments have a net living area of approximately 586.21 square feet and consist of one (1) bedroom, one (1) bathroom, a living/dining room and a kitchen area.

7. Type D. These Apartments have a net living area of approximately 591.57 square feet and consist of one (1) bedroom, one (1) bathroom, a living/dining room and a kitchen area.

8. Type DR. These Apartments have a net living area of approximately 591.57 square feet and consist of one (1) bedroom, one (1) bathroom, a living/dining room and a kitchen area.

9. Type E. These studio Apartments have a net living area of approximately 402.81 square feet and consist of one (1) bathroom, a sleeping/living/dining room and a kitchen area.

10. Type ER. These studio Apartments have a net living area of approximately 402.81 square feet and consist of one (1) bathroom, a sleeping/living/dining room and a kitchen area.

The foregoing approximate net living areas for the enclosed portions of the Apartments are computed from and to the interior surface of the Apartment perimeter walls, and include the areas of all common elements located within the apartments.

D. Access to Common Elements. Each Apartment will have immediate access to a common corridor adjacent to each Apartment. Each common corridor will have immediate access to one (1) stairway and two (2) elevators which lead to the ground floor of the Project and one (1) stairway which leads to the second floor of the Project.

E. Other Data Identifying and Defining the Apartments:  
 The Apartments shall not include: (i) the undecorated or unfinished surfaces of the perimeter (including party) walls or interior load bearing walls, (ii) the floors and ceilings surrounding each Apartment, or (iii) any pipes, shafts, wires, conduits or other utility or service lines which are utilized for or serve more than one Apartment, the same being deemed common elements as hereinafter provided. Each Apartment shall be deemed to include (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) all pipes, shafts, ducts, pumps, conduits, wires and other utility or service lines running through such Apartment which are utilized for and serve only that Apartment, (iii) the inner decorated or finished surfaces of all walls, floors and ceilings, (iv) any doors, windows or panels along the perimeters, and (v) all appliances and fixtures installed therein, including the refrigerator/freezer, range, disposal, dishwasher, washer/dryer, carpeting and tile floor covering.

APARTMENTS WITHHELD FOR RENTAL PURPOSES: The Developer has informed the Commission that it will withhold the following sixty-nine (69) Apartments (the "Rental Apartments") from sale and offer them for rental only. Developer's present intention is to hold the Rental Apartments as long-term investments. If and when Developer subsequently decides to offer Rental Apartments for sale, Developer shall comply with the provisions of the Horizontal Property Act, Chapter 514A Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes. If any Apartments offered for sale are later designated as Rental Apartments, Developer shall file for an amendment to the Public Report(s) then existing. These provisions shall be subject always to the terms and provisions of the Declaration and Bylaws.

<u>Apt. No.</u>	<u>Apt. No.</u>	<u>Apt. No.</u>
501	909	1403
504	910	1405
506	1002	1408
507	1003	1501
510	1005	1504
602	1008	1506
603	1101	1507
605	1104	1509
608	1106	1510
701	1107	1602
704	1109	1603
706	1110	1605
707	1202	1608
709	1203	1701
710	1205	1704

<u>Apt. No.</u>	<u>Apt. No.</u>	<u>Apt. No.</u>
802	1208	1706
803	1301	1707
805	1304	1709
808	1306	1710
901	1307	1802
904	1309	1803
906	1310	1805
907	1402	1808

COMMON ELEMENTS: The proposed Declaration reflects that the common elements shall include the common elements described above under the topical heading "DESCRIPTION", and all other portions of the Project other than the Apartments, including specifically but not limited to:

A. The Land in fee simple.

B. All unfinished, undecorated portions of all perimeter (including party) and load-bearing walls, all structural components, foundations, floor slabs, columns, girders, beams, supports, roofs, halls, corridors, exterior stairs and stairways, and the unfinished, undecorated portions of the floors and ceilings.

C. All yards, grounds, landscaping, retaining walls, planters and all refuse facilities, if any, whether within or appurtenant to the Project.

D. All roads, ramps, driveways, loading areas and walkways which are rationally of common use by owners of more than one Apartment.

E. All ducts, sewer lines, cable lines, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities over, under and across the Project which serve more than one Apartment for services such as power, light, water, gas, sewer, refuse, telephone, radio, television and other signal distribution.

F. The entirety of the fire sprinkler system, including portions thereof installed within the various Apartments.

G. All lobby areas, recreation areas, elevators and elevator machine rooms, trash rooms and chutes, the whirlpool spa, pump rooms, electrical rooms, mechanical rooms, storage rooms, managerial rooms, security rooms, and other similar areas not located inside Apartments.

H. Six (6) visitor parking stalls numbered 414C through 419C, located as shown on the Condominium Map, available for use by the guests, visitors and invitees of the Apartment owners.

I. Any and all other areas, apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, called the "limited common elements," are designated in the proposed Declaration and set aside for the exclusive use of certain Apartments, and such Apartments shall have appurtenant thereto easements for the

use of such limited common elements as set forth in the proposed Declaration. Each Apartment shall have appurtenant to it as a limited common element one (1) or more parking stalls which are designated in Exhibit "A" attached hereto. Additionally, Apartments PH1, PH6, PH7 and PH10 shall have appurtenant to them as limited common elements storage areas numbered 3, 4, 2 and 1, respectively. These storage areas are located as shown on the Condominium Map by storage area numbers. All costs and expenses of repaving, restriping or otherwise repairing the appurtenant parking stalls shall be charged to each owner on a prorata basis in direct proportion to the number of parking stalls appurtenant to the owner's Apartment, and all of the costs and expenses attributable to such parking stalls shall be charged to each owner as a common expense of the Project; otherwise, the cost and expenses of every description pertaining to the limited common elements, including but not limited to the cost of maintenance, repair, replacement, improvement or addition to the limited common elements shall be charged to the Apartment owners in the following equitable manner: If there is only one Apartment to which such limited common element is appurtenant, then the owner of that Apartment shall be charged all of such costs; if there is more than one Apartment to which such limited common element is appurtenant, then the owners of such Apartments shall be charged all of such costs, which shall be apportioned among such owners according to the proportion that the common interests appurtenant to their respective Apartments bear to the total common interests appurtenant to all of the Apartments to which the limited common element is appurtenant.

INTEREST TO BE CONVEYED TO PURCHASER: The undivided percentage ownership in the common elements (the "Common Interest") appertaining to each Apartment and its owner for all purposes including voting shall be as set forth in Exhibit "A" attached hereto. Each Apartment and its appurtenant Common Interest shall be deeded to each Purchaser by an Apartment Deed from the Developer.

EASEMENTS: The proposed Declaration provides that the apartments and common elements shall have and be subject to a number of easements including, but not limited to, the following which Purchaser should note:

A. The Developer reserves the right at any time to grant within the common elements, any easements and rights of way over, across, and under the common elements for utilities, sanitary and storm sewers, drainage, cable television and other public services and to relocate, realign or cancel the same provided that such easements and rights of way, their use, relocations, realignment, or cancellation shall not materially impair or interfere with the use of any Apartment.

B. The Developer, its agents, employees, successors, mortgagees and assigns shall have the right to conduct extensive sales activities in the Project, including the use of model Apartments, sales and management offices, and extensive sales displays and activities as provided in any sales agreements between the Developer and the Apartment owners, which right will be binding on such Apartment owners and their successors, grantees and assigns.

C. The Developer, its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over and upon the Project as may be reasonably necessary for the completion of the improvements of the Project, and the correction of defects, if any, therein.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration provides that the building and each of the Apartments are intended and restricted as to use, and shall be used only as private dwellings and for no other purpose. The Association shall have the power to enact resolutions, rules and regulations, and to amend and repeal the same from time to time, reasonably restricting and regulating the use of the Apartments and the common elements; provided, that any such resolutions, rules or regulations shall be consistent with the terms of the Horizontal Property Act, the Declaration, and the Bylaws. The owners of the respective Apartments shall have the absolute right to sell, lease, rent or otherwise transfer such Apartments subject to all provisions of the Horizontal Property Act, the Declaration, and the Bylaws.

No Apartment owner shall do or suffer or permit to be done anything on any partment or appurtenant limited common element or elsewhere on the Project which will (a) injure the reputation of the Project, or (b) jeopardize the safety or soundness of the Project, or (c) create a nuisance or interfere with or unreasonably disturb the rights of other owners and occupants, or (d) reduce the value of the Project, or (e) result in the cancellation of insurance applicable to the Project, or adversely affect the right of recovery thereunder or result in reputable companies refusing to provide insurance as required or permitted by the Bylaws; or (f) increase the rate of insurance (unless such owner pays such increase and the Association, through its Board, grants its approval) applicable to the Apartments or the contents thereof or the Project.

No apartment owner shall, without the written approval of the Association, through its Board, place or suffer to be placed or maintained any sign, awning or canopy or advertising matter or decoration of lettering within or without the Apartment which shall be visible from the exterior thereof.

The owner of an Apartment shall keep the interior of such apartment and all plumbing, electrical and other such fixtures and appurtenances in the same good order and repair and shall be responsible for any damage or loss caused by failure to do so. Each owner shall have the right, at the sole cost and expense of such owner, to install, modify and remove partitions, to paint, paper, panel, plaster, tile, finish and do other such work on the interior surfaces of the ceilings, floors and walls of the Apartment, to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls, and to finish, alter or substitute any plumbing, electrical or other such utility or service fixtures, facilities or appurtenances attached to said ceilings, floors or walls, all of which shall be subject to the approval of the Board as may be required by the Horizontal Property Act; provided, however, that this subparagraph shall not be construed as permitting interference with or damage to the structural integrity of any building or interference with the use and enjoyment of the common elements by other owners or violation of any building or fire codes, nor shall it be construed to limit the intent expressed in subparagraph 1 of Paragraph E of the Declaration.

The owner(s) of adjacent Apartments shall have the right to remove all or a portion of the intervening party walls between such Apartments, with the exception of the wall separating the Type D Apartments from the Type DR Apartments which shall remain unaltered to protect the structural integrity of the building, and combine such Apartments into

a single Apartment subject to the requirements of Paragraph K in the Declaration. The combination of such Apartments shall not increase or decrease the total common interests appurtenant to such Apartments prior to combination.

Any lease agreement entered into by the owner of an Apartment shall be required to provide that the terms of the lease shall be subject to, in all respects, the provisions of the Declaration, the Bylaws and the House Rules, if any, promulgated thereunder and that the failure by the Lessee to comply with the terms of such documents shall be a default under the Lease.

OWNERSHIP TO TITLE: The Preliminary Report of Title issued September 27, 1984, and prepared by Title Guaranty of Hawaii, Inc., states that fee simple title to the land is vested in Central Nuuanu Associates, Inc. (formerly known as CWA, Inc.), the Developer.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report of Title dated September 27, 1984, prepared by Title Guaranty of Hawaii, Inc., describes the following encumbrances:

1. For any real property taxes that are due and owing, reference is made to the Office of Finance Director, City and County of Honolulu.

2. As to Parcel First:

a. Easement for sanitary sewer purposes, as shown on Map 2, as set forth by Land Court Order No. 28273, filed March 25, 1968.

b. Final Order of Condemnation dated February 6, 1968, filed in Civil No. 13491 in the Circuit Court of the First Circuit, filed as Document 437260, for sewer across portion of Land Court Application No. 452, in favor of the City and County of Honolulu.

3. As to Parcel Second:

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

b. Grant in favor of the City and County of Honolulu, dated February 5, 1964, recorded in Liber 4696 at Page 325; granting an easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipe line or pipe lines.

c. A 5-foot development plan road widening setback along Nuuanu Avenue, as shown on map of Sam O. Hirota, Registered Land Surveyor, dated August 10, 1984.

d. Easement "1" (10 feet wide, area 1,674 square feet) for sanitary sewer purposes as shown on map of Sam O. Hirota, Registered Land Surveyor, dated August 10, 1984.

4. As to Parcel First and Parcel Second: Grant dated December 30, 1964, filed as Document No. 352495, and recorded in Liber 4949 at Page 87, in favor of Hawaiian Electric Company, Inc., and Hawaiian Telephone Company; granting a perpetual right and easement to build, construct, reconstruct, rebuild, repair, maintain and operate

pole and wire lines and/or underground lines, etc. for the transmission and distribution of electricity, over, under, upon, across and through said premises.

The Developer has informed the Commission that it will place a construction mortgage on its fee simple interest. The lien of this mortgage will be released and discharged of record as to each Apartment prior to its being conveyed to a Purchaser.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated October 22, 1984, between Title Guaranty Escrow Services, Inc. as Escrow Agent, and Developer, has been filed with the Commission. On examination, the specimen Reservation Agreement, Sales Contract and Deposit Receipt and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended.

The executed Escrow Agreement provides in part that if the Sales Contract or Chapter 514A, Hawaii Revised Statutes, entitles Purchaser to a refund of Purchaser's deposits held by Escrow Agent, then Escrow Agent, upon instructions from Seller, will refund Purchaser's deposits without interest earned and less certain cancellation fees and costs (e.g., escrow cancellation fees, loan processing fees, cost of credit reports, etc.) as provided in the Sales Contract and allowed by Chapter 514A, Hawaii Revised Statutes, as amended.

Among other provisions, the specimen Reservation Agreement, Sales Contract and Deposit Receipt provides:

1. The mortgage and other liens which will secure the Developer's first mortgage interim construction loan (renewals and extensions) for the construction of the Project shall be and remain at all times a superior lien on the Project, and Purchasers intentionally waive and subordinate their interests under the Reservation Agreement, Sales Contract and Deposit Receipt in favor of the priority of all such liens.

2. That said Reservation Agreement, Sales Contract and Deposit Receipt is only a reservation agreement until (i) a true copy of the Final Public Report (with all then issued Supplementary Public Reports, if any) is delivered to the Purchaser, the Purchaser has an opportunity to read the report(s) and executes and gives the Developer a receipt/notice for the report(s) waiving Purchaser's right to cancel, provided that if Purchaser does not execute and return the receipt/notice within thirty (30) days from the date of delivery of the report(s) and receipt/notice, or if Purchaser's Apartment is conveyed to Purchaser prior to the expiration of said thirty (30) day period, then Purchaser shall be deemed to have receipted for the report(s) and waived his right to cancel, and (ii) Developer notifies Purchaser in writing that Developer has determined that the Project can go forward or that the Project has gone forward, as the case may be, at which time (hereinafter called the "Effective Date") it shall become a binding sales contract (subject only to any applicable provisions of the Horizontal Property Act). Until the Effective Date, the Sales Contract may be unconditionally cancelled at any time by either the Developer or the Purchaser. Upon such cancellation by Developer, Developer shall direct Escrow Agent to refund to Purchaser, without interest earned, all deposits paid by Purchaser; upon cancellation by Purchaser, Developer shall direct Escrow Agent to refund to Purchaser, without interest

earned, a full refund of all deposits paid, less any escrow cancellation fee and other costs associated with the purchase of Purchaser's Apartment, up to maximum of \$250.00.

3. Purchaser should also note that the Sales Contract places restrictions on selling or assigning the Reservation Agreement, Sales Contract and Deposit Receipt.

4. The Purchaser acknowledges awareness and acceptance of certain conditions of the Project including the limitations on voting rights and reserved rights of the Developer as set forth in the Reservation Agreement, Sales Contract and Deposit Receipt, Apartment Deed, Declaration and Bylaws.

5. Purchasers further are advised that Developer has made no representations and has not authorized any representations to be made by any sales agent concerning any services or arrangements relating to the rental or sale or management of the Purchaser's Apartment.

6. The Reservation Agreement, Sales Contract and Deposit Receipt provides that in the event all or a portion of Purchaser's deposits are used by Developer to pay for construction costs, as allowed by the Reservation Agreement, Sales Contract and Deposit Receipt and Chapter 514A, Hawaii Revised Statutes, and Purchaser subsequently fails to do or perform all acts necessary to close the purchase of Purchaser's Apartment, then Developer shall not be obligated to refund to Purchaser the amount used to pay for construction costs until Purchaser's Apartment has been resold to a new Purchaser, and in no event shall Developer be obligated to pay Purchaser any interest earned on the amount used for construction costs or the interest on any of Purchaser's deposits which interest earned, if any, shall be and become the property of Developer.

7. As provided in Paragraphs 8 and 25 of the Reservation Agreement, Sales Contract and Deposit Receipt, the Purchaser acknowledges that minor construction activity may continue on the site after Purchaser has occupied his Apartment, which may result in noise, dust or other annoyances. In addition, as further provided in said Paragraph 25, the Developer's sales and rental activities, including the use of model units and signs and the use of the lobby area and other common elements for sales displays and related activities, may continue until the last Apartment in the Project is sold.

8. Purchaser acknowledges and agrees that his Apartment shall have a separate meter for electricity and that Purchaser shall pay such electricity costs attributable to his Apartment in addition to Purchaser's proportionate share of common expenses as provided in the Reservation Agreement, Sales Contract and Deposit Receipt, the Declaration and Bylaws.

It is incumbent upon the prospective Purchaser that he read with care the specimen Reservation Agreement, Sales Contract and Deposit Receipt and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of Apartments are placed in trust, as well as the retention and disbursement of the proceeds of said trust fund. The Reservation Agreement, Sales Contract and Deposit Receipt sets forth when Purchaser's payments are payable. All payments other than funds from any mortgage lender must be paid to Escrow Agent at the times specified in the Reservation Agreement, Sales Contract and Deposit Receipt.

MANAGEMENT OF THE PROJECT: The proposed Bylaws vest in the Board of Directors the power and duties necessary for the administration of the overall affairs of the Project. The proposed Bylaws direct the Board to maintain a Maintenance and Replacement Reserve Fund in such amounts as a prudent and financially sound businessman would maintain for his own account to assure that sufficient funds will be available to promptly provide and pay for the restoration, repair, maintenance, and replacement of the common elements and the furniture, fixtures, equipment, and appliances thereof, in a strictly good, neat, clean, and safe order and condition, except for reasonable wear and tear, and for such other purposes, including reserves for working capital or for contingencies, as may be authorized by the Board. The Bylaws submitted to the Commission permit the Developer to appoint the initial managing agent for the Project. The Developer anticipates selecting Chaney, Brooks & Company, whose principal place of business and post office address is 606 Coral Street, P. O. Box 212, Honolulu, Hawaii 96810.

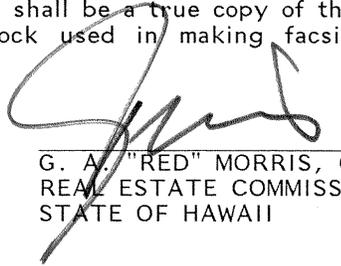
STATUS OF PROJECT: Construction has not yet commenced.

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The Purchaser or prospective Purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted October 23, 1984, and information subsequently filed as of October 26, 1984.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1643, filed with the Commission on October 23, 1984.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be yellow.



G. A. "RED" MORRIS, CHAIRMAN  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

Department of Finance, City and County of Honolulu  
Bureau of Conveyances  
Planning Commission, City and County of Honolulu  
Federal Housing Administration  
Escrow Agent

Registration No. 1643  
November 2, 1984

EXHIBIT "A"

<u>Apt. No.</u>	<u>Floor Level</u>	<u>Apt. Type</u>	<u>Net Living Area (Square Feet)</u>	<u>Parking Stall(s)</u>	<u>Percentage of Common Interest</u>
501	5	A	713.20	136, 136A TRC	.7915
502	5	C	586.21	224C	.6506
503	5	E	402.81	435C	.4471
504	5	ER	402.81	422	.4471
505	5	CR	586.21	233C	.6506
506	5	AR	713.20	119, 119A TRC	.7915
507	5	BR	709.60	138, 138A TRC	.7876
508	5	DR	591.57	311C	.6566
509	5	D	591.57	321C	.6566
510	5	B	709.60	141, 141A TRC	.7876
601	6	A	713.20	132, 132A TRC	.7915
602	6	C	586.21	318C	.6506
603	6	E	402.81	428C	.4471
604	6	ER	402.81	423	.4471
605	6	CR	586.21	316	.6506
606	6	AR	713.20	102, 102A TRC	.7915
607	6	BR	709.60	137, 137A TRC	.7876
608	6	DR	591.57	234C	.6566
609	6	D	591.57	241C	.6566
610	6	B	709.60	142, 142A TRC	.7876
701	7	A	713.20	114, 114A TC	.7915
702	7	C	586.21	317C	.6506
703	7	E	402.81	427C	.4471
704	7	ER	402.81	426	.4471
705	7	CR	586.21	126	.6506
706	7	AR	713.20	108, 108A TRC	.7915
707	7	BR	709.60	139, 139A TRC	.7876
708	7	DR	591.57	331C	.6566
709	7	D	591.57	330C	.6566
710	7	B	709.60	140, 140A TRC	.7876
801	8	A	713.20	216, 216A TC	.7915
802	8	C	586.21	315C	.6506
803	8	E	402.81	421	.4471
804	8	ER	402.81	434	.4471
805	8	CR	586.21	223	.6506
806	8	AR	713.20	219, 219A TRC	.7915
807	8	BR	709.60	118, 118A TC	.7876
808	8	DR	591.57	131	.6566
809	8	D	591.57	128	.6566
810	8	B	709.60	117, 117A TC	.7876
901	9	A	713.20	214, 214A TC	.7915
902	9	C	586.21	314C	.6506
903	9	E	402.81	420	.4471
904	9	ER	402.81	430	.4471
905	9	CR	586.21	312	.6506
906	9	AR	713.20	202, 202A TRC	.7915
907	9	BR	709.60	116, 116A TC	.7876
908	9	DR	591.57	130	.6566
909	9	D	591.57	129	.6566
910	9	B	709.60	113, 113A TC	.7876
1001	10	A	713.20	306, 306A TC	.7915

<u>Apt. No.</u>	<u>Floor Level</u>	<u>Apt. Type</u>	<u>Net Living Area (Square Feet)</u>	<u>Parking Stall(s)</u>	<u>Percentage of Common Interest</u>
1002	10	C	586.21	319C	.6506
1003	10	E	402.81	424	.4471
1004	10	ER	402.81	433	.4471
1005	10	CR	586.21	409	.6506
1006	10	AR	713.20	208, 208A TRC	.7915
1007	10	BR	709.60	218, 218A TC	.7876
1008	10	DR	591.57	226	.6566
1009	10	D	591.57	225	.6566
1010	10	B	709.60	217, 217A TC	.7876
1101	11	A	713.20	115, 115A TRC	.7915
1102	11	C	586.21	313C	.6506
1103	11	E	402.81	425	.4471
1104	11	ER	402.81	121C	.4471
1105	11	CR	586.21	237	.6506
1106	11	AR	713.20	302, 302A TRC	.7915
1107	11	BR	709.60	304, 304A TC	.7876
1108	11	DR	591.57	322	.6566
1109	11	D	591.57	324	.6566
1110	11	B	709.60	213, 213A TC	.7876
1201	12	A	713.20	111, 111A TRC	.7915
1202	12	C	586.21	310C	.6506
1203	12	E	402.81	431	.4471
1204	12	ER	402.81	123C	.4471
1205	12	CR	586.21	231	.6506
1206	12	AR	713.20	308, 308A TRC	.7915
1207	12	BR	709.60	120, 120A TRC	.7876
1208	12	DR	591.57	240	.6566
1209	12	D	591.57	230	.6566
1210	12	B	709.60	305, 305A TC	.7876
1301	13	A	713.20	104, 104A TRC	.7915
1302	13	C	586.21	338C	.6506
1303	13	E	402.81	432	.4471
1304	13	ER	402.81	220C	.4471
1305	13	CR	586.21	238	.6506
1306	13	AR	713.20	309, 309A TRC	.7915
1307	13	BR	709.60	109, 109A TRC	.7876
1308	13	DR	591.57	229	.6566
1309	13	D	591.57	228	.6566
1310	13	B	709.60	112, 112A TRC	.7876
1401	14	A	713.20	215, 215A TRC	.7915
1402	14	C	586.21	124	.6506
1403	14	E	402.81	429	.4471
1404	14	ER	402.81	413	.4471
1405	14	CR	586.21	327	.6506
1406	14	AR	713.20	307, 307A TRC	.7915
1407	14	BR	709.60	101, 101A TRC	.7876
1408	14	DR	591.57	239	.6566
1409	14	D	591.57	232	.6566
1410	14	B	709.60	110, 110A TRC	.7876
1501	15	A	713.20	211, 211A TRC	.7915
1502	15	C	586.21	127	.6506
1503	15	E	402.81	122C	.4471
1504	15	ER	402.81	412C	.4471
1505	15	CR	586.21	325	.6506
1506	15	AR	713.20	402, 402A TRC	.7915

<u>Apt. No.</u>	<u>Floor Level</u>	<u>Apt. Type</u>	<u>Net Living Area (Square Feet)</u>	<u>Parking Stall(s)</u>	<u>Percentage of Common Interest</u>
1507	15	BR	709.60	107, 107A TRC	.7876
1508	15	DR	591.57	235	.6566
1509	15	D	591.57	236	.6566
1510	15	B	709.60	103, 103A TRC	.7876
1601	16	A	713.20	204, 204A TRC	.7915
1602	16	C	586.21	227	.6506
1603	16	E	402.81	125C	.4471
1604	16	ER	402.81	411C	.4471
1605	16	CR	586.21	329	.6506
1606	16	AR	713.20	401, 401A TRC	.7915
1607	16	BR	709.60	209, 209A TRC	.7876
1608	16	DR	591.57	334	.6566
1609	16	D	591.57	337	.6566
1610	16	B	709.60	212, 212A TRC	.7876
1701	17	A	713.20	301, 301A TRC	.7915
1702	17	C	586.21	320	.6506
1703	17	E	402.81	221C	.4471
1704	17	ER	402.81	408C	.4471
1705	17	CR	586.21	333	.6506
1706	17	AR	713.20	403, 403A TRC	.7915
1707	17	BR	709.60	201, 201A TRC	.7876
1708	17	DR	591.57	328	.6566
1709	17	D	591.57	326	.6566
1710	17	B	709.60	210, 210A TRC	.7876
1801	18	A	713.20	303, 303A TRC	.7915
1802	18	C	586.21	323	.6506
1803	18	E	402.81	222C	.4471
1804	18	ER	402.81	410C	.4471
1805	18	CR	586.21	332	.6506
1806	18	AR	713.20	404, 404A TRC	.7915
1807	18	BR	709.60	207, 207A TRC	.7876
1808	18	DR	591.57	335	.6566
1809	18	D	591.57	336	.6566
1810	18	B	709.60	203, 203A TRC	.7876
PH1	PH	A	713.20	205, 205A TC	.7915
PH2	PH	C	586.21	406, 406A TRC	.6506
PH3	PH	E	402.81	407C	.4471
PH4	PH	ER	402.81	405, 405A TRC	.4471
PH5	PH	CR	586.21	133, 133A TRC	.6506
PH6	PH	AR	713.20	206, 206A TC	.7915
PH7	PH	BR	709.60	106, 106A TC	.7876
PH8	PH	DR	591.57	134, 134A TC	.6566
PH9	PH	D	591.57	135, 135A TC	.6566
PH10	PH	B	709.60	105, 105A TC	.7876

C = Compact Parking Stall

TC = Tandem Compact Parking Stall

TRC = One Tandem Regular and One Tandem Compact Parking Stall