



**REAL ESTATE COMMISSION
STATE OF HAWAII**

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
PROFESSIONAL & VOCATIONAL LICENSING DIVISION
1010 Richards Street
P. O. Box 3469
Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

on

NUUANU STREAMSIDE
1649 Waikahalulu Lane
City and County of Honolulu

Registration No. 1680

Issued: January 30, 1987
Expires: July 30, 1987

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of January 23, 19 87 and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

- PRELIMINARY:** (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.
 - FINAL:** (white) The developer has legally created a condominium and has filed complete information with the Commission.
 - Supersedes all prior public reports
 - Must be read together with _____
 - SUPPLEMENTARY:** (pink) Updates information contained in the
 - Prelim. Public Report dated _____
 - Final Public Report dated April 22, 1986
 - Supp. Public Report dated _____
- And Supersedes all prior public reports
 Must be read together with _____
 This report reactivates the _____
 public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required 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.

1. The Declaration of Horizontal Property Regime, as amended, has been further amended by a Third Amendment to Declaration of Horizontal Property Regime dated August 6, 1986.
2. The Declaration was amended by adding a section which gives the Developer the power of attorney of a purchaser or owner of a unit in the project in order to carry out any proposed changes in the Project in conformity with the proposed Restated and Amended Declaration of Horizontal Property Regime of Nuuanu Streamside.
3. PURCHASERS AND PROSPECTIVE PURCHASERS SHOULD BE COGNIZANT OF THE FACT THAT THIS FIRST SUPPLEMENTARY PUBLIC REPORT AUTHORIZES THE DEVELOPER TO ENTER INTO RESERVATION AGREEMENTS OR SALES CONTRACTS TO THE APARTMENTS IN THE FOUR BUILDINGS TO BE CONSTRUCTED. SUCH CONTRACTS OR AGREEMENTS SHALL NOT BECOME BINDING NOR SHALL THE DEVELOPER HAVE ANY RIGHTS TO UTILIZE PURCHASER'S FUNDS OBTAINED IN CONNECTION THEREWITH UNTIL THE ISSUANCE OF A SECOND SUPPLEMENTARY PUBLIC REPORT WHICH RECITES OR REFLECTS THAT THE DEVELOPER HAS COMPLIED WITH AND THE COMMISSIONER IS SATISFIED THAT ALL REQUIREMENTS OF CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED, HAVE BEEN MET.
4. Purchasers should also be aware that the Project as proposed could or may be built in phases, on a building by building basis.

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GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Horizontal Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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 they 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 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.

Some condominium projects are leasehold. This means that the land or the land, building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owner/tenant) 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. The 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.

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 a vote of the owners. Some of these actions may significantly impact the quality of life for all 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 vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: RICHARD RUSSELL RAND & GREGORY KERSTEN RAND Phone: (808) 524-1555
Name (Business)
700 Richards Street, Suite 805
Business Address
Honolulu, Hawaii 96813

Names of officers or general partners of developers who are corporations or partnerships:

Real Estate Sales Agent: RAND PROPERTIES CORPORATION Phone: (808) 524-1555
Name (Business)
700 Richards Street, Suite 805
Business Address
Honolulu, Hawaii 96813

Escrow: HAWAII ESCROW & TITLE, INC. Phone: (808) 521-2977
Name (Business)
850 Richards Street, Fourth Floor
Business Address
Honolulu, Hawaii 96813

Managing Agent: ALLIANCE REALTY & MANAGEMENT, INC. & *RAND PROPERTIES CORPORATION Phone: (808) 531-5921
Name (Business)
677 Ala Moana Boulevard, Suite 307
Business Address
Honolulu, Hawaii 96813

Attorney for Developer: HIROSHI SAKAI, ATTORNEY AT LAW, A LAW CORPORATION & MICHAEL H. SAKAI
Name
810 Richards Street, Suite 602
Business Address
Honolulu, Hawaii 96813

*Rand Properties Corporation is not presently licensed as a condominium management agent (CMA) and does not have the required bond as specified under Chapter 514A, Hawaii Revised Statutes. Until such time that it is properly licensed by the Real Estate Commission, Rand Properties Corporation will not be allowed to operate as a CMA or handle any funds relating to the Apartment Owners Association.

**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 Horizontal Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

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

The Declaration for this condominium is:

- Proposed Amended and Restated Declaration
 Recorded – Bureau of Conveyances – Book 19264 Page 305
 Filed – Land Court – Document Number _____

Amendment date(s) and recording/filing information:

First Amendment dated March 14, 1986 and recorded in Book 19358, Page 211.
Second Amendment dated March 27, 1986 and recorded in Book 19388, Page 147.
Third Amendment dated August 6, 1986 and recorded in Book 19743, Page 411.

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

The Condominium Map for this condominium project is:

- Proposed For the townhouse units to be constructed.
 Recorded – Bureau of Conveyance Condo Map No. 986
 Filed – Land Court Condo Map No. _____

Amendment date(s) 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 way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

- Proposed
 Recorded – Bureau of Conveyances – Book 19264 Page 305
 Filed – Land Court – Document Number _____

Amendment date(s) and recording/filing information:

D. **House Rules.** The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. 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 apartment owners who must vote for or give written consent to changes:

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

The percentages for individual condominium projects may be more than the minimum set by law.

2. **Developer:** The developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules:

The recorded Declaration provides that the Developer reserves the right to alter and remove any existing structures in the Project and to construct the new multi-family dwellings in its place.

The proposed Amendment to the Declaration provides for the demolition of the existing improvements and the construction of new apartments.

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to 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.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

Fee Simple: Individual apartments and the underlying land will be in fee simple.

Leasehold or Subleasehold: Individual apartments and the underlying land will be leasehold.

The leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (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.

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.

Individual Apartments in Fee Simple, Underlying Land in Leasehold or Subleasehold:

The 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; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations.

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:

For Subleaseholds:

Buyer's sublease may be cancelled 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 cancelled or foreclosed.

B. Underlying Land:

Address: 1649 Waikahalulu Lane, Honolulu, Hawaii Tax Map Key: 1-7-9-39 First Division (TMK)

Address TMK is expected to change because _____

Land Area: 28,401 square feet acre(s) Zoning: A-1

Fee Owner: American Trust Co. of Hawaii, Inc.

name
841 Bishop St., Suite 1203
address
Honolulu, Hawaii 96813

Sublessor: _____
name

address

C. Buildings and Other Improvements:

1. New Building(s) Conversion of Existing Building(s)
 Both New Building(s) and Conversion

2. Buildings: 4 Floors Per Building: 2 and 3

Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other Stucco and gypsum board

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Industrial	_____
<input checked="" type="checkbox"/> Residential	<u>18</u>	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input type="checkbox"/> Other:	_____		_____

5. Special Use Restrictions:

The Declaration, Bylaws, and House Rules may contain restrictions on the use and occupancy of 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):

Total Apartments 18

Elevators _____ Stairways 5 Trash Chutes _____

Apt. Type	Qty	BR/Bath	Net Living Area*	Lanai/Patio
A	5	3/2	1,010	_____
A	1	2/1.5	874	_____
A	6	2/1.5	1,014	_____
B	4	2/2	885	_____
B	2	2/2	832	_____

*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 floor area may have been used.

Boundaries of Each Apartment:

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load bearing walls. The floors and ceilings surrounding each of them or any pipes, wires, conduits or other utility lines running through them which are utilized for or serve more than one apartment are deemed common elements as herein described. Each apartment shall be deemed to include all the walls and partitions, floors and ceilings which are not load bearing within its perimeter walls including paint, wallpaper, or the like, carpeting, floor covering and built-in fixtures. Additionally, the boundary lines of each apartment are the exterior or doors, windows, and glass walls

Permitted Alterations to Apartments:

and the frames thereof, and the interior surface of the fenced-in yard areas.

7. Parking Stalls:

Total Parking Stalls: 38

	<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 individual units)	<u>11</u>	<u>11</u>	<u>6</u>	<u>6</u>	<u>2</u>		<u>36</u>
Guest Unassigned				<u>2</u>			<u>2</u>
Extra Available for Purchase							
Other:							
Total Covered & Open	<u>22</u>		<u>14</u>		<u>2</u>		

Each apartment will have the exclusive use of at least 2 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 A 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

Other: _____

9. Present Condition of Improvements

(For conversions of residential apartments in existence for five years):

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

b. Compliance with Building Code and Municipal Regulations; Cost to Cure Violations

10. 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 intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit B describes the common elements.

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 may use them are:

described in Exhibit A

as follows:

The privacy fenced-in yard areas as delineated on the Condominium Map are limited common elements for the exclusive use of the respective unit as described in Exhibit "A".

The parking stalls (open & covered) as set forth in Exhibit "A" are limited common elements for the respective units.

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 often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit A describes the common interests for each apartment.

as follows:

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property.

Exhibit C describes the encumbrances against the title contained in the title report dated December 2, 1986, issued by Hawaii Escrow and Title, Inc.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
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F. 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 managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial 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 managing agent for this condominium is:

not affiliated with the Developer. *

the Developer or the Developer's affiliate. *

other _____

*The Developer will be co-managing the Project together with Alliance Realty & Management, Inc. which is not affiliated with the Developer.

Rand Properties Corporation (the Developers affiliate) is not presently licensed as a condominium managing agent (CMA) and does not have the required bond as specified under Chapter 514A, Hawaii Revised Statutes. Until such time that it is properly licensed by the Real Estate Commission, Rand Properties 15 Corporation will not be allowed to operate as a CMA or handle any funds relating to the Apartment Owners Association.

G. 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, your apartment may be liened and 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 to each apartment.

Exhibit D contains a schedule of maintenance fees and maintenance fee disbursements.

H. 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:

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Television Cable |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Water & Sewer |
| <input type="checkbox"/> Other _____ | |

I. 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:

The appliances will have the warranty provided by the manufacturer. The Developer makes no express or implied warranties with respect to the Appliances.

J. Status of Construction and Estimated Completion Date:

The Developer has not entered into any construction contracts at this time. However, it is anticipated that once a construction contract is entered into by the Developer and appropriate arrangements for financing is made, each building should take three (3) months to complete.

K. Project Phases:

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

Summary of Developer's Present Plans for Future Development:

The Developer may construct one building at a time rather than completing all four (4) buildings at once.

L. Sales Documents Filed with the Real Estate Commission:

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

Notice to Owner Occupants

Specimen Sales Contract

Exhibit E contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated February 25, 1986

Exhibit F contains a summary of the pertinent provisions of the escrow agreement.

Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer 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, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

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

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. 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.

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Horizontal Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other _____

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS and Hawaii Administrative Rules Chapter 16-107) are available at the Department of Commerce and Consumer Affairs.

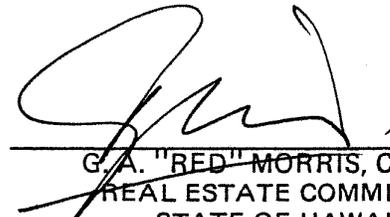
This Public Report is a part of Registration No. 1680 filed with the Real Estate Commission on May 21, 1985.

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

yellow paper stock white paper stock pink paper stock

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary Public Report is issued or unless the Commission issues an order extending the effective period for the report.

Supplementary Public Reports expire on the expiration date given on the front of the report.



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

Distribution:

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

EXHIBIT "A"

<u>Apartment</u>	<u>Common Interest</u>	<u>Limited Common Land Area Square Feet (Approx.)</u>	<u>*Parking Stall/ Garage Designation</u>
A11	.0587	1,450	36 and 37
A12	.0587	1,125	34 and 35C
A21	.0589	-	38 and 32
A22	.0589	-	33 and 31C
B11	.0587	1,165	2 and 3C
B12	.0587	457	4C and 5
B21	.0589	-	1 and 7
B22	.0589	-	6 and 8
C11	.0587	400	10 and 11C
C12	.0509	320	12C and 13
C21	.0589	-	9 and 28C
C22	.0589	-	14C and 15
D11	.0514	584	18 and 19
D12	.0514	324	17 and 24C
D13	.0483	1,080	20 and 21
D21	.0514	-	16 and 25C
D22	.0514	-	22 and 26C
D23	<u>.0483</u>	-	23 and 27C
	1.0000		

* C - denotes compact stall

EXHIBIT "B"

- a. The land in fee simple.
- b. The foundations, floor slabs, columns, girders, beams, supports, posts, bearing walls and roofs in the buildings.
- c. The yards excluding the limited common element privacy yard areas, common landscaping, parking area excluding garages, and trash area.
- d. The central and appurtenant installations for services such as power, light, gas, telephone, sewer, hot and cold water and like utilities.
- e. All parking stalls not designated as limited common elements.
- f. All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the Project.

EXHIBIT "C"

1. Title to all minerals and metallic mines reserved to the State of Hawaii.

2. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes, in favor of the City and County of Honolulu, a municipal corporation of the State of Hawaii, for sewer purposes, dated January 19, 1970, recorded on January 29, 1970 in the Bureau of Conveyances of the State of Hawaii, in Liber 6874, Page 390, as amended in Liber 19358, Page 211, Liber 19388, Page 147, and Liber 19743, Page 411.

3. Matters as shown on Condominium File Plan No. 986, filed in the Bureau of Conveyances.

4. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions, easements and By-Laws set forth in the By-Laws set forth in the Declaration of Horizontal Property Regime dated November 10, 1985, recorded in said Bureau on January 31, 1986, in Liber 19264, Page 305.

5. For real property taxes and assessments, due and payable, reference is made to the Finance Director, City and County of Honolulu.

EXHIBIT D

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months =	<u>Yearly Total</u>
A11	\$103.90	\$1,246.79
A12	\$103.90	\$1,246.79
A21	\$104.25	\$1,251.04
A22	\$104.25	\$1,251.04
B11	\$103.90	\$1,246.79
B12	\$103.90	\$1,246.79
B21	\$104.25	\$1,251.04
B22	\$104.25	\$1,251.04
C11	\$103.90	\$1,246.79
C12	\$90.09	\$1,081.12
C21	\$104.25	\$1,251.04
C22	\$104.25	\$1,251.04
D11	\$90.98	\$1,091.74
D12	\$90.98	\$1,091.74
D13	\$85.49	\$1,025.89
D21	\$90.98	\$1,091.74
D22	\$90.98	\$1,091.74
D23	\$85.49	\$1,025.89

[] Revised on _____

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 x 12 months = Yearly Total

Utilities and Services

Air Conditioning

Electricity

common elements only

\$ 100

\$ 1,200

common elements
and apartments

Gas

Refuse Collection

65

780

Telephone

50

600

Water and Sewer

100

1,200

Maintenance, Repairs and Supplies

Building

200

2,400

Grounds

350

4,200

Management

600

7,200

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance

205

2,460

Reserves

50

600

Taxes and Government Assessments

Audit Fees

Other

50

600

\$1,770

\$21,240

TOTAL

Alliance Realty & Management, Inc.
I/We, Rand Properties Corporation, as managing agents
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.

RAND PROPERTIES CORPORATION

By Richard Rand

Its PRESIDENT

Date: January 27, 1987

EXHIBIT "E"

Summary of Sales Contract

The Sales Contract contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract says:

(a) A buyer must obtain his own financing. Buyer acknowledges that this Sales Contract is not contingent on any financing after the issuance of the final public report.

(b) That a purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

(c) That interest on deposits shall belong to the buyer so long as said funds are held in escrow.

(d) That the unit will be subject to various other legal documents which the buyer certifies that he has examined.

(e) That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

The Sales Contract contains various other provisions with which the purchaser should become acquainted.

EXHIBIT "F"

Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Under the Escrow Agreement these things will or may happen:

- (a) Escrow will let purchasers know when payments are due.
- (b) Escrow will arrange for purchasers to sign all necessary documents.
- (c) The Escrow Agreement says under what conditions a refund will be made to a purchaser.
- (d) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract.

The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.