



**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 TERRACE
2050 Nuuanu Avenue
Honolulu, Hawaii

Registration No. 1774

Issued: July 11, 1986
Expires: August 11, 1987

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of July 3, 1986 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. ~~This report must be read together with _____~~
- SUPPLEMENTARY:**
(pink) Changes information contained in the
 - [] Prelim. Public Report dated _____
 - [] Final Public Report dated _____
 - [] Supp. Public Report dated _____
- And [] Supersedes all prior public reports
- [] Must be read together with _____

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.

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Appendix I: People Connected with the Project

Attached only if there are additions or changes to information contained in the body of the report.

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 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 condominiums, 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 or encumbered, and they may be disposed of by will or gift.

Your apartment will, however, be part of the group of apartments that comprise the condominium. 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.

Operation of the Condominium

The Association of Apartment Owners is the means through which apartment owners may take action with regard to the administration, management, and operation of the condominium. 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 control of the administration and operation of the condominium will in most cases be limited to your right to vote as an 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.

SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

The buyer will be conveyed the fee simple title to the apartment improvements and will be issued a lease of an undivided fractional interest in the underlying land.

Type of Project:

- 1. New Construction Conversion
 Both New Construction and Conversion
- 2. Residential Commercial
 Mixed Residential and Commercial
 Other _____
- 3. High Rise (5 stories or more) Low Rise
- 4. Single or Multiple Buildings

5. Apartment Description

<u>Apt. Type</u>	<u>Qty</u>	<u>BR/Bath</u>	<u>Net Living Area*</u>	<u>Lanai/Patio</u>
A	6	2 / 1	725	_____
AR	6	2 / 1	725	_____
B	12	2 / 1	693	_____
BR	12	2 / 1	693	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 36

*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.

6. Parking:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>36</u>
Guest Stalls	<u>0</u>
Unassigned Stalls	<u>0</u>
Extra Stalls Available for Purchase	<u>0</u>
Other: _____	_____
Total Parking Stalls	<u>36</u>

7. Recreational amenities:

None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Nuuanu Terrace, Inc. Phone: 524-4024
Name (Business)
745 Fort Street, Suite 618
Business Address
Honolulu, Hawaii 96813

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

Howard Bilkiss - President and Treasurer
Kathryn Bilkiss - Vice President and Secretary

Real Estate Sales Agent: Royal Hawaiian Properties, Inc. and Phone: 528-5450
Name (Business)
33 South King Street, #401 Kessler Realty Corp.
Business Address 1188 Bishop St., #2003
Honolulu, Hawaii 96813 Honolulu, Hawaii 96813
Phone: 524-8893

Escrow: Bank of Hawaii Escrow Department Phone: 537-8837
Name (Business)
Financial Plaza of the Pacific
Business Address
Honolulu, Hawaii 96813

Managing Agent: REP Management, Inc. Phone: 523-5933
Name (Business)
1281 S. King Street, Room 4
Business Address
Honolulu, Hawaii 96814

Attorney for Developer: KOBAYASHI, WATANABE, SUGITA & KAWASHIMA
Name
745 Fort Street, 8th Floor
Business Address
Honolulu, Hawaii 96813

Appendix I may be attached to this report. If so, it will list additional people connected with the project or changes that may have been made to the above information after this public report was issued.

**II. CREATION OF THE CONDOMINIUM;
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances 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.

The Declaration for this condominium is:

Proposed
 Recorded – Bureau of Conveyances – Book 19563 Page 753
 Filed – Land Court – Document Number _____

Amendment date(s) and recording/filing information:

- B. **Condominium Map (File Plan)** shows the elevation and layout of the condominium. It also shows the floor plan for each apartment.

The Condominium Map for this condominium is:

Proposed
 Recorded – Bureau of Conveyances – Map No. 1007
 Filed – Land Court – File Plan No. _____

Amendment date(s) and recording/filing information:

- C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium. 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 will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded – Bureau of Conveyances – Book 19563 Page 772
 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. 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 recorded 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>67%</u>
House Rules	—	<u>Action by Board of Directors</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:

Developer has expressly reserved the right to successively amend this Declaration without the consent or joinder of persons then owning or leasing the apartments, (i) as may be necessary to redesignate any or all of the parking stalls as limited common elements appurtenant to certain apartments other than the apartment to which it is assigned as hereinbefore set forth, as long as no conveyance shall have previously been issued conveying such stall; or (ii) as may be required by law, the Real Estate Commission of the State of Hawaii, any title insurance company issuing a title insurance policy on the project, or any institutional lender lending funds on the security of the project or any of the apartments thereof.

The Developer has expressly reserved the right to amend the By-Laws before the Association has been duly organized and before any apartment in the Project has been conveyed.

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.

B. Underlying Land:

Land Area: 28,895 square feet Zoning: A-2
Tax Map Key: First Division 1-7-12-12 (1)

Fee Owner: Hawaiian Trust Company, Limited, Trustee of Francis Bowers Trust
 name
Hawaiian Trust Company, Limited, Trustee of Laura Bowers Trust
 address
Financial Plaza of the Pacific, Honolulu, Hawaii 96813

Sublessor: _____
 name

 address

C. Buildings and Other Improvements:

1. New Construction Conversion of Existing Building
 Both New Construction and Conversion

2. Buildings: 2 Floors Per Building: 3

3. Principal Construction Material:

Concrete Hollow Tile Wood
 Other _____

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> 36 </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 include but are not limited to:

Pets: Only household pets are permitted.

Number of Occupants: 5 persons

Other: No conduct of business, trade or profession; no time share arrangements or programs of any type.

6. Interior (fill in appropriate numbers):

Total Apartments 36

Elevators _____ Stairways 2 Trash Chutes _____

<u>Apt. Type</u>	<u>Qty</u>	<u>BR/Bath</u>	<u>Net Living Area*</u>	<u>Lanai/Patio</u>
<u>A</u>	<u>6</u>	<u>2 / 1</u>	<u>725</u>	<u> </u>
<u>AR</u>	<u>6</u>	<u>2 / 1</u>	<u>725</u>	<u> </u>
<u>B</u>	<u>12</u>	<u>2 / 1</u>	<u>693</u>	<u> </u>
<u>BR</u>	<u>12</u>	<u>1 / 1</u>	<u>693</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

*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:

Thirty-six (36) apartments are established in the spaces within the perimeter walls, floors and ceilings of the 36 apartments in the building. Each apartment includes the walls and partitions which are not load-bearing and which are within its perimeter walls; doors and door frames; windows and window frames; the inner decorated or finished surfaces of walls, floors and ceilings, adjoining and connected thereto; and all fixtures originally installed therein. The 36 apartments do not include the undecorated or unfinished surfaces of the perimeter walls or of the interior load-bearing walls, the floors and perimeter ceilings surrounding each apartment, or any pipes, wires, ducts, conduits, or other utility or service lines running through such apartments which are utilized for or which serve more than one apartment, all of which are common elements.

Permitted Alterations to Apartments: None

7. Parking Stalls:

	Number of Stalls
Assigned Stalls (For Individual Units)	<u>36</u>
Guest Stalls	<u>0</u>
Unassigned Stalls	<u>0</u>
Other: _____	_____
Total Parking Stalls	<u>36</u>

Each apartment will have the exclusive use of at least 1 parking stall(s).

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

	regular	compact	tandem
Number of covered stalls	_____	_____	_____
Number of open stalls	<u>36</u>	_____	_____

Commercial parking garage permitted on condominium.

Exhibit C contains additional information on parking stalls for this condominium.

8. Recreational and Other Common Facilities:

- | | |
|--|--|
| <p><input type="checkbox"/> Swimming pool</p> <p><input type="checkbox"/> Recreation Area</p> <p><input type="checkbox"/> Tennis Court</p> <p><input type="checkbox"/> Other: _____</p> <p>_____</p> | <p><input type="checkbox"/> Storage Area</p> <p><input checked="" type="checkbox"/> Laundry Area</p> <p><input type="checkbox"/> Trash Chute</p> |
|--|--|

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

Based upon a report prepared by an independent Hawaii licensed professional engineer, the Developer believes that the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the condominium are satisfactory. THE DEVELOPER MAKES NO REPRESENTATIONS AS TO THE EXPECTED USEFUL LIFE OF STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF THE CONDOMINIUM.

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

The project is in compliance with all ordinances, codes, rules, regulations or other requirements in force at the time of its construction. No variance has been granted from any ordinance, code, rule, regulation or other requirement in force at the time of the project's construction or from any current ordinance, code, rule, regulation or other requirement. ANY CHANGE TO THE STRUCTURE IN THE FUTURE WOULD BE SUBJECT TO THE ZONING REQUIREMENTS IN EFFECT AT THAT TIME INCLUDING SECTION 21-107, NON-CONFORMING USES, OF THE COMPREHENSIVE ZONING CODE.

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 (for conversions only)

	<u>Conforming</u>	<u>Non-Conforming</u>	
		<u>Legal</u>	<u>Illegal</u>
Uses	<u> x </u>	<u> </u>	<u> </u>
Structures	<u> x </u>	<u> </u>	<u> </u>
Lot	<u> x </u>	<u> </u>	<u> </u>

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

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

1. **Common Elements:** Common Elements are those parts of the condominium 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. The limited common elements and the apartment which may use them are:

described in Exhibit C

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 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 D describes the common interests for each apartment.

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

Exhibit E describes the encumbrances against the title contained in the title report dated June 6, 1986.

Blanket Liens:

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>
Mortgage dated 4/19/71	Foreclosure
Mortgage dated 4/11/86	Foreclosure
Mortgage dated 4/25/86	Foreclosure

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. 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.

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: REP MANAGEMENT, INC.

not affiliated with the Developer.

the Developer or the Developer's affiliate.

other _____

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. If you are late 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 F contains a schedule of maintenance fees and maintenance fee disbursements.

H. Separate Utility Charges for Apartments:

Except for the utilities indicated below, each apartment will be billed separately for utilities:

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

I. Construction Warranties

1. Building and Other Improvements: None

THE DEVELOPER MAKES NO REPRESENTATIONS AS TO THE EXPECTED USEFUL LIFE OF STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF THE CONDOMINIUM.

2. Appliances: None

DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE APARTMENT, COMMON ELEMENTS, APPLIANCES, FURNISHINGS OR OTHER PRODUCTS, OR ANYTHING INSTALLED IN OR UPON THE PREMISES OR USED IN CONNECTION WITH THE PROJECT IN ANY MANNER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

J. Status of Construction and Estimated Completion Date

The construction was completed in 1962.

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:

L. Sales Documents Filed with the Real Estate Commission:

Notice to Owner Occupants

Specimen Sales Contract

Exhibit G contains a summary of the provisions of the sales contract.

Escrow Agreement dated June 3, 1986

Exhibit G contains a summary of the 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 a copy of the Final Public Report and all prior public reports not previously delivered to the buyer; and
2. The buyer is given an opportunity to read the reports; and
3. One of the following has occurred:
 - a. The buyer has signed a receipt for the reports and waived the right to cancel; or
 - b. Thirty (30) days have passed from the time the reports were delivered to the buyer; or
 - c. The apartment is conveyed to the buyer within 30 days from the date the reports 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 (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
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. Declaration of Horizontal Property Regime.
2. Bylaws of the Association of Apartment Owners.
3. House Rules.
4. Escrow Agreement.
5. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
6. 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 are available for \$ 2.50 at the Department of Commerce and Consumer Affairs.

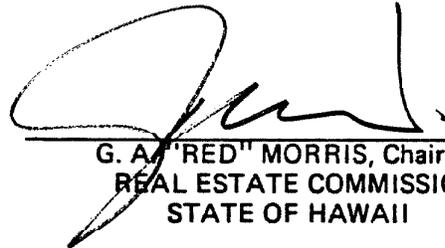
This Public Report is a part of Registration No. 1774 filed with the Real Estate Commission on June 27, 1986.

The Developer is responsible for delivering a true copy of this report to all purchasers and prospective purchasers and for securing a signed receipt for the report. When reproduced, this report must be on:

yellow paper stock white paper stock pink paper stock

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

Separate Disclosure Abstract on this condominium:

Required Not Required — disclosures covered in this report

Distribution:

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

EXHIBIT A

LEASE RENTS:

Type A and AR Units:

1st period -- Commencement to April 30, 1997	\$99.75 per month
Next 10 years -- May 1, 1997 to April 30, 2007	\$129.00 per month
Next 10 years -- May 1, 2007 to April 30, 2017	\$155.00 per month
Remaining two (2) 10-year and final 4-year periods to be renegotiated	

Type B and BR Units:

1st period -- Commencement to April 30, 1997	\$98.75 per month
Next 10 years -- May 1, 1997 to April 30, 2007	\$123.00 per month
Next 10 years -- May 1, 2007 to April 30, 2017	\$148.00 per month
Remaining two (2) 10-year and final 4-year periods to be renegotiated	

Apartment No. 210 and 211 Only:

1st period -- Commencement to April 30, 1997	\$108.75 per month
Next 10 years -- May 1, 1997 to April 30, 2007	\$129.00 per month
Next 10 years -- May 1, 2007 to April 30, 2017	\$155.00 per month
Remaining two (2) 10-year and final 4-year periods to be renegotiated	

EXHIBIT B

COMMON ELEMENTS: One freehold estate is designated in all of the remaining portions and appurtenances of the project (the "common elements") including specifically, but not limited to:

- (a) The land in fee simple.
- (b) All foundations, floor supports, columns, girders, beams, supports, balconies, stairways, roof, unfinished perimeter, party and load-bearing walls, entries, entrances and exits of the building.
- (c) All yards, grounds and landscaping, roads, walkways, parking areas, loading areas, driveways, all trash enclosures, and mailboxes.
- (d) All ducts, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities, installations over, under and across the project which serve more than one apartment for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution.
- (e) Any and all apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

EXHIBIT C

LIMITED COMMON ELEMENTS: Certain parts of the common elements ("limited common elements") are set aside and reserved for the exclusive use of certain apartments and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved as follows:

(a) There are thirty-six (36) parking stalls located in the project, numbered 1 through 36. Each of the 36 parking stalls shall be a limited common element appurtenant to and reserved for the exclusive use of the apartments shown below:

<u>Apartment No. & Parking Stall Number</u>		<u>Apartment No. & Parking Stall Number</u>		<u>Apartment No. & Parking Stall Number</u>	
100	6	200	5	300	4
101	25	201	26	301	27
102	3	202	2	302	1
103	28	203	29	303	30
104	36	204	35	304	34
105	33	205	32	305	31
106	10	206	11	306	12
107	14	207	15	307	16
108	24	208	23	308	22
109	19	209	18	309	17
110	7	210	8	310	9
111	21	211	20	311	13

(b) The garden area containing approximately 530 square feet situated directly adjacent to Apartment No. 210 which is identified as Yard A on the Condominium Map shall be a limited common element appurtenant to and for the exclusive use of Apartment No. 210. All costs of every kind pertaining to such limited common element, including but not limited to cost of security, maintenance, repair, replacement, additions and improvements, shall be borne entirely by Apartment No. 210. The use and standards for maintenance of such limited common element shall be subject to the rules and regulations to be adopted by the Association of Apartment Owners.

(c) The garden area containing approximately 930 square feet situated directly adjacent to Apartment No. 211 which is identified as Yard B on the Condominium Map shall be a limited common element appurtenant to and for the exclusive use of Apartment No. 211. All costs of every kind pertaining to such limited common element, including but not

limited to cost of security, maintenance, repair, replacement, additions and improvements, shall be borne entirely by Apartment No. 211. The use and standards for maintenance of such limited common element shall be subject to the rules and regulations to be adopted by the Association of Apartment Owners.

(d) There will be thirty-six (36) mailboxes located in the project, numbered identically with the apartment numbers. The mailbox bearing the same number as the apartment number shall be a limited common element appurtenant to and reserved for the exclusive use of the designated apartment.

(e) All other common elements of the project which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

EXHIBIT D

INTEREST TO BE CONVEYED TO BUYER

Each apartment shall have appurtenant thereto an undivided percentage interest in all the common elements of the project (the "common interest") and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting, as follows:

<u>Apartment</u>	<u>Undivided Interest</u>		<u>Total No. of Apts.</u>		<u>Total Undivided Interests</u>
Type A and AR apts.	2.86199%	x	10	=	28.61990%
Apt. 210 & 211	2.86201%	x	2	=	5.72402%
Type B and BR apts.	2.73567%	x	24	=	65.65608%
			36		100.00000%

The common interest is based upon the total area in square feet of each apartment divided by the total area of all apartments in the project, except for Apartment 210 and 211 which were allocated a rounding out fractional percentage.

EXHIBIT E

ENCUMBRANCES AGAINST TITLE

A Title Status Report prepared by Title Guaranty of Hawaii, Inc., dated June 6, 1986, indicates that title to the land is subject to the following:

1. Real property taxes that may be due and owing: Reference is made to the Office of Finance Director, City and County of Honolulu.

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

3. Lease dated February 21, 1961, by and between Laura Pratt Bowers, wife of Francis A. I. Bowers, as Lessor, and Ralph A. Schrader and Jean W. Schrader, husband and wife, and Dorothy H. Tyrrell, as Lessee, as Tenants in Common, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 4010, at Page 373 for a term commencing on September 15, 1961, and ending on September 14, 2026; said Lease being assigned from Ralph A. Schrader and Jean W. Schrader, husband and wife, and Dorothy H. Tyrrell, unmarried, as Assignor, to Nuuanu Terrace, Inc., a Hawaii corporation, as Assignee, by instrument dated April 24, 1986, recorded as aforesaid in Liber 19459, at Page 15; Consent thereto being given by Hawaiian Trust Company, Limited, a Hawaii corporation; said Lease being amended by instrument dated April 25, 1986, recorded as aforesaid in Liber 19459, at Page 22.

Said Lease being subject to the following:

(A) Mortgage dated April 19, 1971, from Ralph A. Schrader and Jean W. Schrader, husband and wife, and Dorothy H. Tyrrell, unmarried, as Mortgagor, to Pacific Savings and Loan Association, a Hawaii corporation, as Mortgagee, recorded as aforesaid in Liber 7502, at Page 170 to secure the payment of \$460,000.00; Consent recorded as aforesaid in Liber 7502, at Page 176; said Mortgage being assigned to American Savings and Loan Association, a Utah corporation, by instrument dated August 12, 1977, recorded as aforesaid in Liber 12382, at Page 1.

(B) Mortgage dated April 11, 1986, from Nuuanu Terrace, Inc., a Hawaii corporation, as Mortgagor, and Howard Bilkiss, Ltd., a Hawaii corporation, and Howard J. Bilkiss, as Guarantor, to First Hawaiian Creditcorp, Inc., a Hawaii corporation, as Mortgagee, recorded as aforesaid in Liber 19459, at Page 44, to secure the payment of \$500,000.00.

(C) Mortgage, Security Agreement and Financing Statement dated April 25, 1986, from Nuuanu Terrace, Inc., a Hawaii corporation, as Mortgagor, and Howard Bilkiss, Ltd., a Hawaii corporation, and Howard J. Bilkiss, as Guarantor, to Nuuanu Associates, a Hawaii limited partnership, as Mortgagee, recorded as aforesaid in Liber 19459, at Page 74.

4. Terms, conditions and provisions contained in the Francis A. I. Bowers Revocable Trust Agreement.

5. Terms, conditions and provisions contained in the Laura P. Bowers Revocable Trust Agreement.

6. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Horizontal Property Regime dated April 24, 1986, recorded as aforesaid in Liber 19563, at Page 753, and the By-Laws dated April 24, 1986, recorded as aforesaid in Liber 19563, at Page 772, as the same are or may hereafter be amended in accordance with law, said Declaration or said By-Laws. (Project covered by Condominium Map No. 1007 recorded in said Bureau of Conveyances.)

Developer has expressly reserved the right to successively amend this Declaration without the consent or joinder of persons then owning or leasing the apartments, (i) as may be necessary to redesignate any or all of the parking stalls as limited common elements appurtenant to certain apartments other than the apartment to which it is assigned as hereinbefore set forth, as long as no conveyance shall have previously been issued conveying such stall; or (ii) as may be required by law, the Real Estate Commission of the State of Hawaii, any title insurance company issuing a title insurance policy on the project, or any institutional lender lending funds on the security of the project or any of the apartments thereof.

The Developer has expressly reserved the right to amend the By-Laws before the Association has been duly organized and before any apartment in the Project has been conveyed.

EXHIBIT F

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>
Each Apartment	\$107.00 x 12 = \$1,284.00

Initial Start-Up Fee:

Each Apartment \$214.00

[] 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

[x] common elements
and apartments

\$1,950.00

\$23,400.00

Gas

402.00

4,824.00

Refuse Collection

140.00

1,680.00

Telephone

20.00

240.00

Water and Sewer

575.00

6,900.00

Maintenance, Repairs and Supplies

Building

50.00

600.00

Grounds

50.00

600.00

Supplies
Management

15.00

180.00

Management Fee

450.00

5,400.00

Payroll and Payroll Taxes

Office Expenses

Insurance

350.00

4,200.00

Reserves

200.00

2,400.00

Taxes and Government Assessments

16.00

192.00

Other

Miscellaneous

20.00

240.00

TOTAL EXPENSES

\$4,238.00

\$50,856.00

Less Laundry Income

(400.00)

(4,800.00)

TOTAL NET EXPENSES

\$3,838.00

\$46,056.00

CHARGE TO EACH APARTMENT

\$3,838.00
36 units

= \$107.00 per unit

I/We, REP MANAGEMENT, INC., as managing agents for the condominium, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.



Date: June 27, 1986

EXHIBIT G

SALES CONTRACT AND ESCROW AGREEMENT

A. SALES CONTRACT

The Sales Contract identifies the apartment, the common interest, the Purchase Price, the method of payment, the lease rentals and the initial maintenance fees. The Sale Contract requires the buyer to apply to a lending institution of buyer's choice within five days of the after the acceptance of the Sales Contract by Developer, and to complete all requirements for such application. If a satisfactory commitment cannot be secured by buyer within forty-five days, Developer has the option to terminate the Sales Contract and to refund buyer's payments, less costs already incurred. If the commitment is not secured within fifty-five days, then the Sales Contract shall be terminated and Developer shall refund buyer's payments, less costs already incurred.

The Sales Contract provides for the buyer to pay the cost of preparing the Condominium Conveyance Document, the buyer's notary fees, all recording fees, cost of credit reports, cost of preparing any notes and mortgages which may be required, any loan finance fees, title insurance costs, one-half of the escrow fees, the first month's maintenance fees, a maintenance fund start-up fee and the lease rental. Developer shall pay for the conveyance tax, evidence of title, Developer's notary fees and one-half of the escrow fee.

The Sales Contract provides that all of the buyer's right, title and interest under the contract shall be subject and subordinate to the lien of any mortgages made to finance the costs of the project and to any and all sums which may become a lien pursuant to the terms of such mortgages.

The delivery of possession shall be at the closing date. Up until the closing date, the Developer has retained the right to enter into contracts necessary or desirable for the management, operation or maintenance of the Project. The Developer retains the right to make certain modification to the condominium documents. Prior to the organization of the board of directors of the Project, the Developer has retained the right to appoint the initial managing agent for the project and to exercise all powers of the Board of Directors.

The Sales Contract provides that the project is approximately twenty-four years old and that no warranties are made regarding the apartment, the common elements, the appliances, furnishings or other products.

The Sales Contract provides that all interest on deposits paid by buyer shall belong to the Developer.

The Sales Contract provides that buyer shall have the right to cancel this Agreement at any time prior to the earlier of (1) the conveyance of the apartment to buyer or (2) midnight of the thirtieth (30th) day following the date of delivery of the Final Public Report to buyer, unless buyer waives buyer's right to cancel in writing prior to such time. Should buyer cancel the Sales Contract within such time, the amounts paid by buyer will be returned to buyer and all rights and liabilities of buyer shall cease and terminate. Upon expiration of the time upon which buyer may cancel, the Sales Contract will be binding upon buyer.

B. ESCROW AGREEMENT

The Escrow Agreement by and between the Developer and Bank of Hawaii dated June 3, 1986, establishes how proceeds from sales of apartments and all sums received from any source are placed in escrow, as well as the methods of disbursement of said funds. The Escrow Agreement provides that a buyer shall be entitled to a refund of his funds, and Escrow shall pay said funds to said buyer, without interest and less \$25.00 cancellation fee and costs, if one of the following has happened:

(a) Escrow receives a written request from Developer to return to buyer the funds of such buyer then held by Escrow; or

(b) If a buyer's funds were obtained after the issuance of a final public report and purchaser exercises his or her right to cancel prior to the earlier of (i) the conveyance of the apartment to buyer or (ii) midnight of the thirtieth (30th) day following the date of delivery of the final public report, provided however, that the buyer has not previously waived buyer's right to cancel; or

(c) If there is a material change in the Project which directly, substantially and adversely affects the use or value of (1) such buyer's apartment or appurtenant limited common elements, or (2) those amenities of the Project available for such buyer's use, unless the buyer has waived buyer's rights of rescission in writing.