



**REAL ESTATE COMMISSION**  
 STATE OF HAWAII  
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION  
 P. O. Box 3469  
 Honolulu, Hawaii 96801

**CONDOMINIUM PUBLIC REPORT**

MILILANI POINT  
 95-349 Kuahelani Avenue  
 Mililani, Hawaii

Registration No. 2020

Issued: June 18, 1991  
 Expires: July 18, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of April 16, 1991, 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.
  - No prior reports have been issued
  - 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 March 13, 1989
  - Supp. Public Report dated \_\_\_\_\_
  
- And  Supersedes all prior public reports
- Must be read together with Final Public Report of March 13, 1989
- 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~~ March 13, 1989 Report as amended by 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.

No prior reports have been issued by the Commission.

Changes made are as follows:

The twenty (20) units as described in the Final Public Report issued of March 13, 1989 actually consisted of two (2) distinct and separate living quarters; one located on the ground or first floor, and the other on the second floor. The Third Amendment to the Declaration upon which this Supplementary Report is based legally divides each "unit", as originally described, into two (2) units, thereby increasing the number of units in the project to 40.

The number of buildings (16), their size, shape and types have not changed nor have they been altered in any way. The buildings and their interiors are the same except for the fact that they now contain 40 single level units instead of 20 two level units.

The changes are thus in the designation of the units, parking and storage assignments, allocation of undivided percentage interest in the common elements, and allocation of common expenses.

These changes are shown on amended Exhibits A, B and D attached hereto. The owners of the original 20 apartment and the 20 new units created are listed to the right of the apartment numbers in Exhibit C.

Except for these changes as described generally above and more specifically in the following pages, all other information contained in the March 13, 1989 report is, according to the owners, still current or no longer applicable.

The purpose of this Supplementary Public Report is to update said March 13, 1989 Final Public Report and to enable any of the current owners to sell either or both of their units to a third party with proper disclosures. Since this Supplementary Public Report must be read together with the Final Public Report, a copy of the latter must be delivered to prospective purchasers along with this Report.

Since any such sales by current owners would be considered individual resales rather than original sales, and would occur over an extended period of time, the Commission has agreed to waive the requirements of owner-occupancy notice, escrow, and other procedures normally associated with the initial offering of dwelling units within a project by a single developer.

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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 "Condominium Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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

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.

### **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.

## SUMMARY OF THE CONDOMINIUM PROJECT

**Interest to be Conveyed to Buyer:**

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.
- Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
- Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

**Types of Project:**

- 1.  New Building(s)  Conversion  
 Both New Building(s) and Conversion
- 2.  Residential  Commercial  Ohana  
 Mixed Residential and Commercial  Agricultural  
 Other \_\_\_\_\_

- 3.  High Rise (5 stories or more)  Low Rise

- 4.  Single or  Multiple Buildings

**5. Apartment Description**

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
DP1 (1st F1)	12	1 / 1	676	N/A
DP2 (2nd F1)	12	3 / 2	1200	N/A
FP/L,O,R#1	3	1 / 1	686	N/A
FP/C,D,K#1	3	2 / 1	849	N/A
FP/C,D,K,L,R#2	6	2 / 2	1072	N/A
FP/N,O#1&2	4	1 / 1	704	N/A

Total Apartments: 40

*\*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)	_____
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: _____	_____
<b>Total Parking Stalls</b>	<u>No Change</u>

- 7. Recreational amenities: No Change

**I. PEOPLE CONNECTED WITH THE PROJECT**

Developer: ALL OWNERS AS SHOWN ON Phone: \_\_\_\_\_  
Name (Business)  
EXHIBIT "C" ATTACHED HERETO  
Business Address  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Broker: N/A Phone: \_\_\_\_\_  
Name (Business)  
Business Address  
\_\_\_\_\_

Escrow: N/A Phone: \_\_\_\_\_  
Name (Business)  
Business Address  
\_\_\_\_\_

General Contractor: N/A Phone: \_\_\_\_\_  
Name (Business)  
Business Address  
\_\_\_\_\_

Condominium Managing Agent: CHANEY, BROOKS & COMPANY Phone: (808) 544-1600  
Name (Business)  
606 Coral Street  
Business Address  
Honolulu, Hawaii 96813

Attorney for Developer: VERNON T. TASHIMA Phone: (808) 521-2951  
Name (Business)  
220 S. King St., Suite 888  
Business Address  
Honolulu, HI 96813

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

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

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

The Declaration for this condominium is:

Proposed  
 Recorded - Bureau of Conveyances - Document No. \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document No. 1607424

Amendment date(s) and recording/filing information:

Oct. 3, 1989 Doc.No. 1674080  
Oct. 4, 1989 Doc.No. 1674081  
Apr. 16, 1991 Doc.No. 1812925

- 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  
 Recorded - Bureau of Conveyance Condo Map No. \_\_\_\_\_  
 Filed - Land Court Condo Map No. 695

Amendment date(s) and recording/filing information:

April 16, 1991

- 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 - Document No. \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document No. 1607425

Amendment date(s) and recording/filing information:

Oct. 3, 1989 Doc.No. 1674080  
Oct. 4, 1989 Doc.No. 1674081  
Apr. 16, 1991 Doc.No. 1812925

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.

- 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 common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>Bd. of Directors</u>

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

2. **Developer:**

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules





4. Permitted Uses by Zoning:

	<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>		<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>
<input type="checkbox"/> Commercial	_____	_____	<input type="checkbox"/> Industrial	_____	_____
<input checked="" type="checkbox"/> Residential	<u>40</u>	_____	<input type="checkbox"/> Agricultural	_____	_____
<input type="checkbox"/> Timeshare/Hotel	_____	_____	<input type="checkbox"/> Recreational	_____	_____
<input type="checkbox"/> Other: _____					

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

Yes                       No

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: No livestock, poultry or pets, except 1 dog or 1 cat, aquarium fish and pair of small birds.

Number of Occupants: Maximum of two persons per bedroom

Other: \_\_\_\_\_

There are no special use restrictions.

6. Interior (fill in appropriate numbers): No Change.

Elevators \_\_\_\_\_                      Stairways \_\_\_\_\_                      Trash Chutes \_\_\_\_\_

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
DP1 (1st fl)	<u>12</u>	<u>1 / 1</u>	<u>676</u>	<u>N/A</u>
DP2 (2nd fl)	<u>12</u>	<u>3 / 2</u>	<u>1200</u>	<u>"</u>
FP/L,O,R#1	<u>3</u>	<u>1 / 1</u>	<u>686</u>	<u>"</u>
FP/C,D,K#1	<u>3</u>	<u>2 / 1</u>	<u>849</u>	<u>"</u>
FP/C,D,K,L.O,R#2	<u>6</u>	<u>2 / 2</u>	<u>1072</u>	<u>"</u>
FP/N,Q#1&2	<u>4</u>	<u>1 / 1</u>	<u>704</u>	<u>"</u>

Total Apartments: 40

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

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

**Boundaries of Each Apartment:**

1. All walls and partitions which are not load bearing within perimeter walls;
2. Entry ways to apartments;
3. Inner decorated or finished surfaces of all walls, floors, and ceilings;
4. Doors, vestibules, windows or panels along the perimeters;
5. All fixtures

**Permitted Alterations to Apartments:**

The unit owner may improve, renovate, remodel make additions to, remove, replace or restore the improvements in the unit with the consent of holders of liens affecting the unit.

**7. Parking Stalls:**

Total Parking Stalls: 83

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)	<u>36</u>	<u>6</u>	<u>15</u>	<u>22</u>			<u>79</u>
Guest Unassigned				<u>4</u>			<u>4</u>
Extra Available for Purchase							
Other:							
Total Covered & Open	<u>42</u>		<u>41</u>				<u>83</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.

\*Apt. Q-1 will have only one (1) stall.

Commercial parking garage permitted in condominium project.

Exhibit "B" 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 at least five years):

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

N/A

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

N/A

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	<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 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 \_\_\_\_\_ describes the common elements.

As follows:

No change from Final Public Report issued March 13, 1989.

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 \_\_\_\_\_

as follows:

1. Site surrounding and adjacent to each unit.
2. Parking stalls.

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 \_\_\_\_\_ describes the encumbrances against the title contained in the title report dated \_\_\_\_\_ and issued by \_\_\_\_\_.

**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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NOTE:

Prospective purchasers should look to individual sellers for evidence of title. The contents thereof could differ unit by unit.

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:

[x] not affiliated with the Developer.

[ ] the Developer or the Developer's affiliate.

[ ] self-managed by the Association of Apartment Owners.

[ ] 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 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:

NO CHANGE

Not applicable

Electricity

Television Cable

Gas

Water & Sewer

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:

No warranties

2. Appliances:

No warranties

J. **Status of Construction and Estimated Completion Date:**

Buildings completed in 1989

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:

No Change

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 \_\_\_\_\_ contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated \_\_\_\_\_

Exhibit \_\_\_\_\_ contains a summary of the pertinent provisions of the escrow contract.

Other AMENDMENT TO DECL. CPR

**IV. ADDITIONAL INFORMATION NOT COVERED ABOVE**

SEE PAGE 2

**Buyer's Right to Cancel Sales Contract:**

**A. Rights Under the Condominium Statute:**

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

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

**Final Report, 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 Condominium 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, 1010 Richards Street, P. O. Box 541, Honolulu, HI 96809.

This Public Report is a part of Registration No. 2020 filed with the Real Estate Commission on  
January 13, 1989.

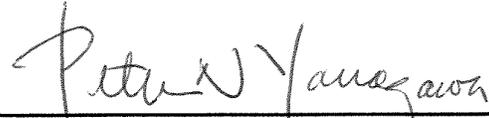
Reproduction of Report. When reproduced, this report must be on:

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.



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PETER N. YANAGAWA, 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

**EXHIBIT "A"**

**COMMON INTEREST**

<u>Apartment No.</u>	<u>Building Type</u>	<u>Net Living Area</u>	<u>Percentage of Common Interest</u>
A-1	Duplex	676	1.86
A-2	Duplex	1,200	3.30
B-1	Duplex	676	1.86
B-2	Duplex	1,200	3.30
C-1	Fourplex #2	849	2.33
C-2	Fourplex #2	1,072	2.95
D-1	Fourplex #2	849	2.33
D-2	Fourplex #2	1,072	2.95
E-1	Duplex	676	1.86
E-2	Duplex	1,200	3.30
F-1	Duplex	676	1.86
F-2	Duplex	1,200	3.30
G-1	Duplex	676	1.86
G-2	Duplex	1,200	3.30
H-1	Duplex	676	1.86
H-2	Duplex	1,200	3.30
I-1	Duplex	676	1.86
I-2	Duplex	1,200	3.30
J-1	Duplex	676	1.86
J-2	Duplex	1,200	3.30

K-1	Fourplex #1	849	2.33
K-2	Fourplex #1	1,072	2.95
L-1	Fourplex #1	686	1.89
L-2	Fourplex #1	1,072	2.95
M-1	Duplex	676	1.86
M-2	Duplex	1,200	3.30
N-1	Fourplex #3	704	1.93
N-2	Fourplex #3	704	1.93
O-1	Fourplex #3	686	1.89
O-2	Fourplex #3	1,072	2.95
P-1	Duplex	676	1.86
P-2	Duplex	1,200	3.30
Q-1	Fourplex #3	704	1.93
Q-2	Fourplex #3	704	1.93
R-1	Fourplex #3	686	1.89
R-2	Fourplex #3	1,072	2.95
S-1	Duplex	676	1.86
S-2	Duplex	1,200	3.30
T-1	Duplex	676	1.86
T-2	Duplex	1,200	3.30

**EXHIBIT "B"**

**LIST OF APARTMENTS AND PARKING STALL/STORAGE SPACE ASSIGNMENTS**

<u>Apartment No.</u>	<u>Parking Space</u>	<u>Storage Space</u>
A-1	PA3 & PA4	SA1
A-2	PA1 & PA2	SA2
B-1	PB3 & PB4	SB1
B-2	PB1 & PB2	SB2
C-1	PC3 & PC4	SC2*
C-2	PC1 & PC2	SC1
D-1	PD1 & PD4	SD2*
D-2	PD2 & PD3	SD1
E-1	PE3 & PE4	SE1
E-2	PE1 & PE2	SE2
F-1	PF3 & PF4	SF1
F-2	PF1 & PF2	SF2
G-1	PG3 & PG4	SG1
G-2	PG1 & PG2	SG2
H-1	PH3 & PH4	SH1
H-2	PH1 & PH2	SH2
I-1	PI3 & PI4	SI1
I-2	PI1 & PI2	SI2
J-1	PJ3 & PJ4	SJ1
J-2	PJ1 & PJ2	SJ2
K-1	PK3 & PK4	SK2*
K-2	PK1 & PK2	SK1
L-1	PL1 & PL4	SL1

L-2	PL2 & PL3	SL2 & SL3*
M-1	PM3 & PM4	SM1
M-2	PM1 & PM2	SM2
N-1	PN3 & PN4	SN1
N-2	PN1 & PN2	SN2*
O-1	PO1 & PO4	SO1
O-2	PO2 & PO3	S02 * SO3*
P-1	PP1 & PP2	SP1
P-2	PP3 & PP4	SP2
Q-1	PQ2	SQ2*
Q-2	PQ1 & PQ3	SQ1
R-1	PR3 & PR4	SR1
R-2	PR1 & PR2	SR2 & SR3*
S-1	PS3 & PS4	SS1
S-2	PS1 & PS2	SS2
T-1	PT3 & PT4	ST1
T-2	PT1 & PT2	ST2

\*Located under stairways

**EXHIBIT "C"**

**MILILANI POINT - OWNERS**

<b>APT. NO.</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>TCT NO.</b>
A	Shimonishi, Fred Takashi Shimonishi, Jane Yukiko Shimonishi, Sterling Keichi	95-479 Hokuula Loop Mililani Town, HI 96789	332371
B	Tahara, Richard Kunio Tahara, Marjorie Tomie	94-508 Oliona Pl. Mililani, HI 96789	332887
C	Park, Gary Michael and Park, Helen Siu Ling	2291 Liliha Street Honolulu, HI 96817	342384
D	Sakuda, Glenn Minoru Sakuda, Patricia Tomoko Kamiya, Francis Tomoyuki Kamiya, Marcia Masako	1916 Kakela Dr. Honolulu, HI 96822	342653
E	Ishibashi, Irwin Sadao and Ishibashi, Helene Takako Ishibashi, Lance Tadao	45-606 Kuapuiwi Place Kaneohe, HI 96744	337268
F	Chang, John Wah Funn	4141 Kaimanahila St. Honolulu, HI 96816	339191
G	Nagatoshi, Boyd Noboru Nagatoshi, Fay Kazumi	94-577 Pilimai Street Waipahu, HI 96797	337269
H	Kokami, Miwao (nmn) Kokami, Shizu (nmn)	98-1740 Halakea St. Aiea, HI 96701	337267
I	Choy, Herman Wai Sum Choy, Linda Yin	95-369 D-2 Kuahelani Av Mililani, HI	332450
J	Chang, John Wah Funn	4141 Kaimanahila St. Honolulu, HI 96816	339189
K	Yeh, Jim An-Chi and Yeh, Lisa Kwock Que Lam	3215 Ala Ilima B612 Honolulu, HI 96818	343222
L	Miw, Joc Chung Miw, Sandra So Ching Chan	2454 Booth Road Honolulu, HI 96817	342718
M	Wachi, Glenn Nobuyoshi Wachi, Annette Keiko Wachi, Russell Sueo Wachi, Eileen Sadako	94-1116 Penakii Place Waipahu, HI 96797	337656
N O R	Nishimoto, Wayne Seiji Nishimoto, Grace Kasumi	98-704 Keikialii St Aiea, HI 96701	309711 336526 34387



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>
A-1	87.27	1,047.24
A-2	154.83	1,857.95
B-1	87.27	1,047.24
B-2	154.83	1,857.95
C-1	109.32	1,311.84
C-2	138.41	1,660.92
D-1	109.32	1,311.84
D-2	138.41	1,660.92
E-1	87.27	1,047.24
E-2	154.83	1,857.95
F-1	87.27	1,047.24
F-2	154.83	1,857.95
G-1	87.27	1,047.24
G-2	154.83	1,857.95
H-1	87.27	1,047.24
H-2	154.83	1,857.95
I-1	87.27	1,047.24
I-2	154.83	1,857.95
J-1	87.27	1,047.24
J-2	154.83	1,857.95
K-1	109.32	1,311.84
K-2	138.41	1,660.92
L-1	88.68	1,064.16
L-2	138.41	1,660.92
M-1	87.27	1,047.24
M-2	154.83	1,857.95
N-1	90.56	1,086.72
N-2	90.56	1,086.72
O-1	88.68	1,064.16
O-2	138.41	1,660.92
P-1	87.27	1,047.24
P-2	154.83	1,857.95
Q-1	90.56	1,086.72
Q-2	90.56	1,086.72
R-1	88.68	1,064.16
R-2	138.41	1,660.92
S-1	87.27	1,047.24
S-2	154.83	1,857.95
T-1	87.27	1,047.24
T-2	154.83	1,857.95

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

\$ 60.00

\$ 720.00

common elements  
and apartments

Gas

577.00

6,924.00

Refuse Collection

Telephone

Water and Sewer

500.00

6,000.00

Maintenance, Repairs and Supplies

Building

100.00

1,200.00

Grounds

1,140.00

13,680.00

Management

Management Fee

856.00

10,272.00

Payroll and Payroll Taxes

Office Expenses

Insurance

Liability

342.00

4,104.00

Other

17.00

204.00

Reserves

954.00

11,448.00

Taxes and Government Assessments (Excise)

10.00

120.00

Audit Fees

86.00

1,032.00

Other

Legal

25.00

300.00

Misc. Project Exp.

25.00

300.00

TOTAL

IWe, Jan Ryan Community Assoc. Major Charles Curtis & Co. 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.

Date: 2/28/91