REAL ESTATE COMMISSION
STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
PROFESSIONAL AND VOCATIONAL LICENSING DIVISION
1010 Richards Street - P. O. Box 3469
Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

on

THE WAIALAE Residence
2860 Old Waialae Road
Honolulu, Hawaii 96826

Registration No. 2161

Issued: February 6, 1990
Expires: March 6, 1991

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of December 8, 1989, 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:

X **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 _____
[ ] 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 [X] 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.

[X] No prior reports have been issued by the Commission.

[ ] Changes made are as follows:

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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.

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 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.

SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

[X] 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. [X] New Building(s) [ ] Conversion
   [ ] Both New Building(s) and Conversion

2. [X] Residential [ ] Commercial
   [ ] Mixed Residential and Commercial
   [ ] Other _____

3. [X] High Rise (5 stories or more) [ ] Low Rise

4. [X] Single or [ ] Multiple Buildings

5. Apartment Description

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
101/102; 201/202	4	2BR/2B	954	-0-
301/302 thru 1101/1102*	16	3BR/2B	1,200	404
Lower PH A1/PH A2	2	3BR/3B	1,681	585
Upper PH B1/PH B2	2	3BR/3B	1,681	585
				Roof deck of 1,793 square feet
*401/402 omitted				

Total Apartments: 24

**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:

	Number of Stalls
Assigned Stalls (Individual Units)	48
Guest Stalls	3
Unassigned Stalls	
Extra Stalls Available for Purchase	
Other: _____	
Total Parking Stalls	51

7. Recreational amenities: Swimming Pool, Recreation Area

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: KAMHI, INC.
Name

Phone: (808) 946-8033
(Business)

1507 Kapiolani Boulevard, Suite 6
Business Address

Honolulu, Hawaii 96814

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

Kenneth K. Nobuta	President/Treasurer
Dick S. Clack	Vice President
D. Zane Schlemmer	Secretary

Real Estate Sales Agent: VIRGINIA EPLEY-SPRINKLE DBA CENTURY 21 KAHALA HALE
Name

Phone: (808) 735-5888
(Business)

4400 Kalanianaole Highway, Suite C21
Business Address

Honolulu, Hawaii 96821

Escrow: T I OF HAWAII, INC.
Name

Phone: (808) 526-3571
(Business)

Four Waterfront Plaza, Suite 300
Business Address

Honolulu, Hawaii 96813

Managing Agent: PARAMID CORPORATION dba TRIAD REALTY
Name

Phone: (808) 732-5126
(Business)

3580 Waialae Avenue
Business Address

Honolulu, Hawaii 96816

Attorney for Developer: HIROSHI SAKAI, ATTORNEY AT LAW, A LAW CORPORATION
Name City Financial Tower, Suite 902
201 Merchant Street
Business Address

Honolulu, Hawaii 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:

[X] Proposed
[ ] Recorded - Bureau of Conveyances - Book _____ Page _____
[ ] Filed - Land Court - Document Number _____

Amendment date(s) and recording/filing information:

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

The Condominium Map for this condominium project is:

[X] Proposed
[ ] Recorded - Bureau of Conveyance Condo Map No. _____
[ ] 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:

[X] Proposed
[ ] Recorded - Bureau of Conveyances - Book _____ Page _____
[ ] Filed - Land Court - Document Number _____

Amendment date(s) and recording/filing information:

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:

[X] 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:

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%	75%
Bylaws	65%	65%
House Rules	---	See Article V, Section 4, of By-Laws

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 Developer reserves the right to use in its sole discretion from time to time any apartemnts that it owns as models, management and/or sales office and conduct sales and rental operations within the project and to maintain such advertising signs which it deems necessary to conduct its business so long as the signs comply with any governmental ordinance which may be placed in any location of the project.

There are additional reservations in favor of the Developer and covenants which a Buyer should be aware of in the sales contract as well as in the Declaration which allow the Developer to make changes to the Declaration, By Laws and House Rules prior to the conveyance of any apartments to the Buyers. The Developer is authorized to file the "as built" Condominium Map that even after there has been conveyances of apartments made to buyers.

III. THE CONDOMINIUM PROJECT

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

[X] Fee Simple: Individual apartments and the common elements which includes the underlying land will be in fee simple.

[ ] Leasehold or Subleasehold: Individual apartments and the common elements which includes 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 Common Interest in the 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: 2860 Old Waialae Road, Honolulu, Hawaii

Tax Map Key: (TMK) First Division 2-8-27:5, 40, 41 & 42

[ ] Address [ ] TMK is expected to change because _____

Land Area: 23,555 [X] square feet [ ] acre(s) Zoning: A-2

Fee Owner: KAHMI, INC.
Name

Suite 6, 1507 Kapiolani Boulevard
Address

Honolulu, Hawaii 96814

Sublessor: _____
Name

_____
Address

C **Buildings and Other Improvements:**

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

2. Buildings: One Floors Per Building Fifteen

   [ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

   [X] Concrete [X] Hollow Tile [X] Wood

   [X] Other Steel, glass and allied building materials

4. Permitted Uses:

	No. of Apts.		No. of Apts.
[ ] Commercial		[ ] Industrial	
[X] Residential	24	[ ] Agricultural	
[ ] Timeshare/Hotel		[ ] Recreational	
[ ] 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:

[X] Pets Pets may be kept under such terms and conditions as prescribed by the Board of Directors for the particular type of animal.

[ ] Number of Occupants: _____

[ ] Other: _____

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 24

Elevators 1 Stairways 1 Trash Chutes 1

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
101/102; 201/202	4	2BR/2B	954	-0-
301/302 thru 1101/1102*	16	3BR/2B	1,200	404
Lower PH A1/PH A2	2	3BR/3B	1,681	585
Upper PH B1/PH B2	2	3BR/3B	1,681	Roof deck of 1,793 square feet
*401/402 omitted				

**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:
Each unit 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 unit are deemed common elements as herein provided. Each unit shall be deemed to include all the wall 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 exteriors of doors, windows, and glass walls and the frames thereof and the handrail of the lanais.

Permitted Alterations to Apartments;
Except as specified in the Declaration, the common interest and elements appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all of the apartment owners affected, expressed in an amendment to the Declaration and duly filed.

7. Parking Stalls:

Total Parking Stalls: 51

	Regular		Compact		Tandem		
	covered	open	covered	open	covered	open	TOTAL
Assigned (for individual units)	13	21	10	4			48
Guest		3					3
Unassigned							
Extra Available for Purchase							
Other:							
Total	13	24					51
Covered & Open	37		14				

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.

[X] Exhibit I contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities.

[ ] There are no recreational or common facilities.

[X] Swimming pool

[ ] Storage Area

[X] Recreation Area

[ ] Laundry Area

[ ] Tennis Court

[X] 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. [X] 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.

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

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.

   [X] Exhibit A describes the common elements.

   [ ] As follows:

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

   [ ] There are no limited common elements in this project.

   [X] The limited common elements and the apartments which may use them are:

   [X] described in Exhibit B

   [ ] 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.

   [X] Exhibit C 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 D describes the encumbrances against the title contained in the title report dated November 7, 1989 and issued by Security Title Corporation.

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.

[X] 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.

Type of Lien	Effect on Buyer's Interest If Developer Defaults
See Exhibit "D"	First and Second Mortgages to be released prior to any interest being conveyed to a Buyer. All easements will remain.

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 E 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:

[ ] Electricity

[ ] Television Cable

[ ] Gas

[ ] Water & Sewer

[X] Other PHB1 and PHB2 shall be billed separately for the roof top sun deck.

[ ] Not applicable

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:
   Exhibit I - Disclosure Statement attached contains warranties

2. Appliances:
   See Exhibit I.

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

Commencement of construction is March 15, 1990 and completion of construction is March 15, 1991.

K. **Project Phases:**

The developer [ ] has [X] 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:**

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

[X] Notice to Owner Occupants

[X] Specimen Sales Contract

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

[X] Escrow Agreement dated December 1, 1989

Exhibit G contains a summary of the pertinent provisions of the escrow contract.

[ ] 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 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.

This Public Report is a part of Registration No. 2161 filed with the Real Estate Commission on December 8, 1989.

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

[X] 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.

Peter N. Yanagawa

PETER N. YANAGAWA, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

EXHIBIT "A"

COMMON ELEMENTS

a. The land in fee simple.

b. The foundations, columns, girders, beams, floor slabs, roofs, supports and load bearing walls (except for the inner finished surfaces within each apartment).

c. All structural elements, stairways, walkways, walls, fences and railing, the landscaped and parking areas and driveways.

d. The ground floor lobby, manager's office, equipment rooms, loading zone and three guest parking stalls.

e. The sewer lines, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities and installations which serve all condominium apartments such as power, light, refuse, telephone and cable television.

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

EXHIBIT "B"

LIMITED COMMON ELEMENTS

The limited common elements of the Project are the parking stalls designated and set aside for the exclusive use of certain apartments as set forth in Exhibit "H".

Apartments PH B1 and PH B2 each has a roof top deck of 1,793 square feet which are limited common elements set aside for the exclusive use of such apartments.

EXHIBIT "C"

DESCRIPTION OF CONDOMINIUM APARTMENTS
AND COMMON INTERESTS

Type of Apartments	No. of Apartments	% Common Interest	Totals
2 Bedroom 2 Bathroom 101/102; 201/202	4	3.208	12.83
3 Bedroom 3 Bathrooms 301/302 thru 1101/1102 (401/402 omitted)	16	4.035	64.56
3 Bedroom 3 Bathrooms			
Lower PH A1/PH A2	2	5.650	11.30
Upper PH B1/PH B2	2	5.655	11.31
	24		100.00%

The percentage undivided interest is calculated by dividing an apartment's net living or useable area by the sum of all of the areas of all the apartments with minor adjustments to bring the total percentage to 100%.

W2
EX C P

EXHIBIT "D"

ENCUMBRANCES AGAINST TITLE

1. AS TO ALL PARCELS:

a. For real property taxes that may be due and owing reference is made to the Office of the Tax Assessor, City and County of Honolulu.

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

c. Mortgage made by Kazuyoshi Nobuta, Trustee under that certain unrecorded K & N Nobuta Irrevocable Trust Agreement dated March 15, 1989, and Kamhi, Inc., a Hawaii corporation, as Mortgagor, and Finance Factors, Limited, a Hawaii corporation, as Mortgagee, dated July 7, 1989, recorded in the Bureau of Conveyances, State of Hawaii, in Book 23394, Page 120.

2. AS TO PARCEL FIRST ONLY:

a. A perpetual easement ten (10.00) feet wide for a water main, together with the right of ingress and egress to and from said easement for the purposes of maintenance and repairs, as disclosed in Warranty Deed dated December 20, 1988, recorded in the Bureau of Conveyances of the State of Hawaii in Book 22779, Page 344.

b. An easement five (5.00) feet wide for water pipeline, containing an area of 479 square feet, or thereabouts.

3. AS TO PARCEL SECOND ONLY:

a. A perpetual easement ten (10.00) feet wide for a water main, together with the right of ingress and egress to and from said easement for the purposes of maintenance and repairs, as disclosed in Warranty Deed dated December 20, 1988, recorded in said Bureau of Conveyances in Book 22779, Page 344.

b. A 5-foot easement for Sanitary Sewer in favor of the owners of Lots 1 and 2 running over, under and across this parcel of land.

4. AS TO PARCEL THIRD ONLY:

a. A perpetual easement ten (10.00) feet wide for a water main, together with the right of ingress and egress to and from said easement for the purpose of maintenance and repairs, as disclosed in Warranty Deed dated December 20, 1988, recorded in said Bureau of Conveyances, in Book 22779, Page 344.

b. An easement for driveway purposes in favor of the owners of Lot 3, containing an area of 1252.2 square feet, as disclosed in Warranty Deed dated December 20, 1988, recorded in said Bureau of Conveyances in Book 22779, Page 344.

c. A 5 feet easement for sanitary sewer in favor of the owners of Lot 1, as disclosed in Warranty Deed dated December 20, 1988, recorded in said Bureau of Conveyances in Book 22779, Page 344.

5. AS TO PARCELS FIRST, SECOND AND THIRD ONLY:

a. Restrictive covenants as contained in LAND PATENT (GRANT) NO. 11,270 to which reference is hereby made.

6. AS TO PARCEL FOURTH ONLY:

a. An easement in favor of the owner, from time to time, of Lot 1-A, said easement being 5 feet wide and 8.51 feet long, along and parallel to the last 8.51 feet of course 2 of Lot 1-B for sewer lines, together with the right of ingress and egress for the purpose of laying, maintaining and replacing the same, as contained in Deed dated September 17, 1954, recorded in the Bureau of Conveyances, State of Hawaii, in Book 2870, Page 253.

b. Second Mortgage made by Kamhi, Inc., a Hawaii corporation, as Mortgagor, and Green Corporation, a Hawaii corporation, as Mortgagee, dated July 26, 1989, recorded in the Bureau of Conveyances, State of Hawaii, in Book 23463, Page 302.

THE WAIALAE Residence

ESTIMATED MAINTENANCE BUDGET

Receipts	Monthly	Annual
Maintenance Fee	$10,164.00	$121,968.00
Interest Income	95.00	1,140.00
Total Receipts	$10,259.00	$123,108.00
Expenses		
Electricity	$ 700.00	$ 8,400.00
Water	330.00	3,960.00
Sewer	300.00	3,600.00
Refuse	250.00	3,000.00
Telephone	120.00	1,440.00
Enterphone	135.00	1,620.00
Repairs and Maint. Bldg.	300.00	3,600.00
Pool Maintenance	50.00	600.00
Elevator Maintenance	400.00	4,800.00
Building Supply	150.00	1,800.00
Pool Supply	55.00	660.00
Administrative Expenses	DELETE	DELETE
Property Management	400.00	4,800.00
Payroll - Building Manager	800.00	9,600.00
Payroll - Utility man, P/T	500.00	6,000.00
Payroll - Security Guard	2,500.00	30,000.00
Insurance - Medical	350.00	4,200.00
Insurance - Work Compensation	150.00	1,800.00
Insurance - SMP Package	350.00	4,200.00
Insurance - Other	40.00	480.00
Accounting and Audit	90.00	1,080.00
Legal Fees	50.00	600.00
Taxes - Gross Income	15.00	180.00
Taxes - Payroll	200.00	2,400.00
Misc. Project Expense	55.00	660.00
Total Expenses	$ 8,290.00	$ 99,480.00

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MAINTENANCE FEES

No. of Unit	% Common Interest	Monthly Maintenance Fee
101	3.208	$253.12
102	3.208	$253.12
201	3.208	$253.12
202	3.208	$253.12
301	4.035	$318.40
302	4.035	$318.40
501	4.035	$318.40
502	4.035	$318.40
601	4.035	$318.40
602	4.035	$318.40
701	4.035	$318.40
702	4.035	$318.40
801	4.035	$318.40
802	4.035	$318.40
901	4.035	$318.40
902	4.035	$318.40
1001	4.035	$318.40
1002	4.035	$318.40
1101	4.035	$318.40
1102	4.035	$318.40
PH A-1	5.650	$445.79
PH A-2	5.650	$445.79

PH B-1	5.655	$445.79
Limited Common Element (Roof Deck)		$200.00
PH B-2	5.655	$445.79
Limited Common Element (Roof Deck)		$200.00
TOTALS	100.000	$8,690.04

The undersigned does hereby certify that the foregoing breakdown of monthly maintenance fees for each apartment and the estimated monthly and annual disbursements is based upon generally accepted accounting principles.

KAHMI, INC.

By _____
Its President

Date JAN 24 1990

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M F

EXHIBIT "F"

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 contingent on any financing before 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 Seller 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.

(f) The Seller has the right of first refusal to purchase the apartment that the Buyer purchases for a period of 30 days under the same terms and conditions. This agreement to survive for a period of 10 years after the sale is closed.

(g) If there are delays which causes increases in the construction costs, the Seller may increase the purchase price and give the Buyer 15 days to cancel the contract and have a return of sums paid less escrow cancellation fee. If Buyer does not notify Seller, then this shall constitute an affirmation of the sale at the new contract price.

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

W2
EX F P

EXHIBIT "G"

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.

EXHIBIT "H"

PARKING STALLS

Apartment No.	Covered Stall	Uncovered Stall
101		34C & 35C
102	38	15
201	50C	13
202	51C	14
301	40C	11
302	49C	12
501	42C	9
502	41C	10
601	44C	7
602	43C	8
701	32	23
702	33	24
801	30	21
802	31	22
901	28	19
902	29	20
1001	26	17
1002	27	18
1101	48	6
1102	25	16

PH A1	36	4
PH A2	37	5
PH B1	47C	45C
PH B2	46C	39C

The standard parking stalls are of the size of 8½ feet by 19 feet and the compact parking stalls are 7½ feet by 16 feet.

The apartment owners shall have the right to change the designation of the parking stalls by amendment of the Declaration and the respective apartment deeds or leases involved.

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EX H P

EXHIBIT "I"

THE WAIALAE Residence
REGISTRATION NO. 2161
DISCLOSURE STATEMENT AS OF JANUARY 24, 1990

1. Name and Address of Project: The Waialae Residence at 2860 Old Waialae Road, Honolulu, Hawaii 96826.

2. Name, Address and Telephone Number of Developer: KAHMI, INC., 1507 Kapiolani Boulevard, Suite 6, Honolulu, Hawaii 96814.

3. Managing Agent of Project: PARAMID CORPORATION, d.b.a. TRIAD REALTY, Suite A, 3580 Waialae Avenue, Honolulu, Hawaii 96816.

4. Maintenance Fees: The breakdown of the annual maintenance fees and the monthly estimated costs for each apartment, which is hereby certified to be based on generally accepted accounting principles, is more particularly set forth in Exhibit "A" attached hereto and made a part hereof.

5. Warranties: The apartments and the common elements of the Project shall have the benefit of a one year warranty against defects to materials and workmanship, which warranty shall commence as of the date of the substantial completion for such apartments and common elements. It is estimated that the commencement date of such warranties will be January 15, 1991.

6. Use: The Project shall consist of twenty-four apartment dwellings which shall be utilized for apartment, residential or for such other uses as is permitted under the zoning ordinances.

7. Extension of Non-Residential Development: There is no other use then as set forth in Paragraph 6 above which is residential development.

DATED: Honolulu, Hawaii, this 24th day of January, 1990.

KAHMI, INC.

By _____
Its President

Subscribed and sworn to before me
this 24th day of January, 1990.

_____
NOTARY PUBLIC, STATE OF HAWAII

My commission expires:

NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 7, 1994
STATE OF HAWAII

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D STM

THE WAIALAE Residence

ESTIMATED MAINTENANCE BUDGET

Receipts	Monthly	Annual
Maintenance Fee	$10,164.00	$121,968.00
Interest Income	95.00	1,140.00
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KAHMI, INC.

By _____
Its President

Date JAN 24 1990

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