



**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

NUUANU STREAMSIDE  
 1649 Waikahalulu Lane  
 City and County of Honolulu

Registration No. 2163

Issued: January 7, 1991  
 Expires: February 7, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of December 28, 1990, 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:**      The developer may not as yet have created the condominium but has filed with the  
*(yellow)*                      Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.

  X   **FINAL:**                The developer has legally created a condominium and has filed complete information  
*(white)*                      with the Commission.  
                                   [ ] No prior reports have been issued  
                                   [ X] Supersedes all prior public reports  
                                   [ ] Must be read together with \_\_\_\_\_

       **SUPPLEMENTARY:**    Updates information contained in the  
*(pink)*                            [ ] 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.

No prior reports have been issued by the Commission.

Changes made are as follows:

The approximate net interior floor areas for the respective apartments have been changed. There is an increase in floor area in all cases except with respect to apartment nos. D11, D12, D13, D21, D22 and D23, where the areas have decreased slightly.

Except with respect to apartment A12, the lanai yard areas appurtenant to the ground floor apartments have decreased in size, in some cases significantly, and buyers should examine the revised Condominium Map for details.

The common interests for the respective apartments have been changed to reflect the changes in square footage of the various apartments, and parking stalls have been reassigned. Buyers should examine Exhibit "A" attached to this Public Report for details.

An electronic gate system will be installed at the entry to the project.

An easement for access over parking stalls 7 and 8 shown on the Condominium Map for purposes of servicing the electrical transformers will be reserved in favor of the Developer and any assignee of the Developer, and the owners of the apartments to which such stalls are appurtenant may have to temporarily move any vehicles parked in such stalls to permit access.

Note that this project was previously registered with the Commission under Registration No. 1680. That registration has subsequently been withdrawn and the developer has submitted a new registration which reflects the new design and concept for the project.

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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:

- 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  
 Mixed Residential and Commercial  
 Other \_\_\_\_\_
3.  High Rise (5 stories or more)  Low Rise
4.  Single or  Multiple Buildings
5. Apartment Description (See Exhibit A attached hereto for additional descriptions.)

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf) *</u>
A	3	2/1-1/2	1131	_____
A-R	3	2/1-1/2	1131	_____
AX	3	2/2-1/2	1184	_____
AX-R	3	2/2-1/2	1184	_____
B	2	3/2	922	_____
B-R	2	3/2	928	_____
BM	2	2/2	887	_____
Total Apartments: <u>18</u>				

\*See Exhibit A attached hereto.

*\*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)	36
Guest Stalls	2
Unassigned Stalls	n/a
Extra Stalls Available for Purchase	0
Other: _____	_____
Total Parking Stalls	<u>38</u>

7. Recreational amenities:

There will be a private park at the project for use in accordance with the Private Park Declaration, By-Laws and applicable House Rules.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Nuuanu Streamside, Inc. Phone: 524-5633  
Name (Business)  
900 Fort Street, Suite 1852  
Business Address  
Honolulu, Hawaii 96813

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

Hyungsup Lee - President / Treasurer  
Donald P. Holmes - Exec. V.P./Secretary  
Joonghoen Kim - Vice President

Real Estate Sales Agent: Stephen F. Santangelo dba Santangelo Realty Phone: 732-0707  
Name (Business)  
3221 Waiialae Avenue  
Business Address  
Honolulu, Hawaii 96816

Escrow: Security Title Corporation Phone: 521-9511  
Name (Business)  
1001 Bishop Street, Suite 1200  
Business Address  
Honolulu, Hawaii 96813

Managing Agent: Chaney, Brooks & Company Phone: 544-1600  
Name (Business)  
606 Coral Street  
Business Address  
Honolulu, Hawaii 96813

Attorney for Developer: Dwyer Imanaka & Schraff  
Name  
900 Fort Street, Suite 1800  
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:

Proposed  
 Recorded - Bureau of Conveyances - Document Number 90-196804  
 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:

Proposed  
 Recorded - Bureau of Conveyance Condo Map No. 1424  
 Filed - Land Court Condo Map No. \_\_\_\_\_

Amendment date(s) and recording/filing information:

- C. Bylaws of the Association of Apartment Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed  
 Recorded - Bureau of Conveyances - Document Number 90-196805  
 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:

- 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	---	The Board of Directors may change the <u>House Rules</u> without the conse: of the other apartment owners .

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 has the right to amend the Declaration, Bylaws and Condominium Map without the consent of any buyer at all times prior to the recording of the first Apartment Deed; and also has the right to amend the Declaration and Condominium Map at any time to record the "as built" architect's certificate upon completion of the project. The Developer has the right to use any apartment which it owns for promotional purposes, and shall have the right to have guests stay in such apartments for any length of time.



B. Underlying Land:

First Division

Address: 1649 Waikahalulu Lane Tax Map Key: 1-7-9:39  
Honolulu, Hawaii 96813 (TMK)

[ ] Address [ ] TMK is expected to change because \_\_\_\_\_

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

Fee Owner: Nuuanu Streamside, Inc.  
Name

900 Fort Street, Suite 1852  
Address

Honolulu, Hawaii 96813

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: 4 Floors Per Building 2 and 3

[ ] Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

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

[X] Other Masonry, plaster, steel, glass

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
[ ] Commercial	_____	[ ] Industrial	_____
[X] Residential	<u>18</u>	[ ] 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:

Dogs, cats and other household pets are permitted, but not to exceed two  
 Pets pets per apartment. Pets are not permitted in common element areas.

The number of occupants is limited to that  
 Number of Occupants: prescribed by applicable County ordinance, if any.

Other: The apartments may be occupied and used only as residential dwellings.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 18

Elevators n/a Stairways 8 Trash Chutes n/a

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>A</u>	<u>3</u>	<u>2/1-1/2</u>	<u>1131</u>	<u></u>
<u>A-R</u>	<u>3</u>	<u>2/1-1/2</u>	<u>1131</u>	<u></u>
<u>AX</u>	<u>3</u>	<u>2/2-1/2</u>	<u>1184</u>	<u></u>
<u>AX-R</u>	<u>3</u>	<u>2/2-1/2</u>	<u>1184</u>	<u></u>
<u>B</u>	<u>2</u>	<u>3/2</u>	<u>922</u>	<u></u>
<u>B-R</u>	<u>2</u>	<u>3/2</u>	<u>928</u>	<u></u>
<u>BM</u>	<u>2</u>	<u>2/2</u>	<u>887</u>	<u></u>

\*See Exhibit A attached hereto.

*\*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:**

The boundaries of each apartment are the perimeter and party walls, windows, doors, floors and ceilings of each apartment. The Declaration sets forth in detail what is included in the apartment and what is not included, and buyers are urged to refer to the Declaration for particulars.

**Permitted Alterations to Apartments:**

Unless otherwise prohibited by the provisions of the Declaration or By-Laws, an apartment owner may make additions, alterations or improvements within his apartment at his sole cost and expense; provided that any structural additions, alterations or improvements made within the apartment shall require the prior approval of the Board, in which case the Board shall notify all other owners within the same building at least thirty days prior to approval.

7. Parking Stalls:

Total Parking Stalls: 38

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)	<u>19</u>	<u>6</u>	<u>6</u>	<u>5</u>			
Guest				<u>2</u>			
Unassigned							
Extra Available for Purchase							
Other:							
Total							
Covered & Open	<u>25</u>		<u>13</u>				

Each apartment will have the exclusive use of at least 2 parking stall(s).  
Buyers are encouraged to find out which stall(s) will be available for their use.

Commercial parking garage permitted in condominium project.

Exhibit A contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities.

There are no recreational or common facilities.

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute

Other: There will be a private park area available for use

by owners and their guests in accordance with provisions

contained in the Private Park Declaration, By-Laws and

House Rules for the project.

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

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

10. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<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   B   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.

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

described in Exhibit \_\_\_\_\_

as follows:

Limited common elements of the project include the parking stall(s) and certain lanai yard areas designated as being appurtenant to the respective apartments as set forth in Exhibit A and as depicted on the Condominium Map.

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit   A   describes the common interests for each apartment.

As follows:

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

Exhibit C describes the encumbrances against the title contained in the title report dated December 5, 1990 and issued by Security Union Title Insurance Company

**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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
There will be a construction mortgage lien placed on the property which will be released as to apartments conveyed to individual unit buyers.	The buyer may lose the right to purchase the unit if there is a default and foreclosure of the construction mortgage.

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:

- |                                                                        |                                                   |
|------------------------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Electricity                                   | <input type="checkbox"/> Television Cable         |
| <input type="checkbox"/> Gas                                           | <input checked="" type="checkbox"/> Water & Sewer |
| <input checked="" type="checkbox"/> Other <u>  Refuse Collection  </u> |                                                   |
| <input type="checkbox"/> 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:

The construction contract with the general contractor for the project shall contain a warranty clause which will provide for a one-year warranty for defective work. It is the developer's desire that the contractor's warranty be passed on for the purchaser's benefit. Developer makes no warranties itself but developer agrees that if purchaser shall give developer written notice of any such condition promptly after discovery thereof, and during the unexpired term of such contractor's warranty, developer shall forward such notice together with a written notice to the contractor to correct such condition. THE DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE APARTMENT, THE PROPERTY, THE PROJECT, OR CONSUMER PRODUCTS OR OTHER THINGS WHICH MAY BE INSTALLED OR WHICH ARE CONTAINED IN THE APARTMENT, THE PROPERTY OR THE PROJECT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR USE.

2. Appliances:

The developer will attempt to pass on for the purchaser's benefit any manufacturer's warranties on appliances installed in apartments. As indicated above, the developer makes no warranties, express or implied, with respect to any consumer products, including appliances, installed or contained in the apartment.

J. Status of Construction and Estimated Completion Date:

Construction has commenced. Estimated date of completion is March 15, 1991. There is no guaranty that construction will be completed by the indicated date, however.

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

[ X] Escrow Agreement dated November 30, 1989, and First Amendment to Escrow Agreement dated December 27, 1990.

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

[ X] Other Exhibit G contains a summary of the provisions of the apartment deed.

#### IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

M. Easements. Among other easements and rights set forth in the Declaration, the apartments and common elements are subject to the following easements:

- (1) Each apartment has an easement in the common elements for access and to provide utility services for and support, maintenance and repair of the apartment.
- (2) The Association, acting through the Board of Directors, has the right to gain access to each apartment during the reasonable hours to operate and maintain the property, and at any time for making emergency repairs necessary to prevent damage to the common elements or other apartments.
- (3) The developer and its agents have the right to conduct extensive sales activity on the property, including the use of model apartments, sales and management offices, until the closing of the sale of the last unsold apartment in the project.
- (4) The developer and people affiliated with the developer have an easement over the property to complete improvements to and correct defects in the property.
- (5) The developer and people affiliated with the developer have an easement to cause noise, dust and other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of any apartment or other improvements on the property or in any neighboring project.

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 Apartment Deed Form

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. 2163 filed with the Real Estate Commission on December 19, 1989.

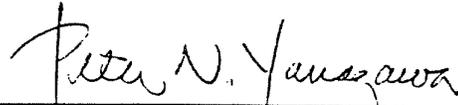
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Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary Public Report is issued or unless the Commission issues an order extending the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

**EXHIBIT "A"**

**Layout, Number of Rooms, Approximate Area,  
Parking and Privacy Yard Area Assignments and  
Appurtenant Common Interest of Residential Apartments**

There are seven different types of apartments, as follows:

Type A and A-R Apartments are split-level apartments and contain an entry, living/dining room, kitchen and one-half bath on the first level, and a stairway leading to the second level which contains two bedrooms and one bathroom.

Type AX and AX-R Apartments are split-level apartments and contain a living/dining room, kitchen and one-half bath on the first level, and a stairway leading to the second level which contains two bedrooms, two bathrooms and a walk-in closet.

Type B and B-R Apartments are single-level apartments and contain three bedrooms, a living/dining room, kitchen and two bathrooms.

Type BM Apartments are single-level apartments and contain two bedrooms, a living/dining room, storage room, kitchen and two bathrooms.

The following is a summary of the approximate net floor area of each apartment, the common interest appurtenant to the respective apartments and the parking stalls and lanai yard areas which are appurtenant to the respective apartments:

<u>Apt.</u>	<u>Type</u>	<u>Appx. Net Floor Area (sq. feet)*</u>	<u>Common Interest**</u>	<u>Lanai Area Designation</u>	<u>Appx. Area of Lanai Yard Area</u>	<u>Parking Stall Assignment***</u>
A11	A-R	1131	5.84074	LCA-A11	647	36C and 37
A12	A	1131	5.84074	LCA-A12	425	34 and 35C
A21	AX-R	1184	6.11444	-	-	32 and 38
A22	AX	1184	6.11444	-	-	31 and 33
B11	A	1131	5.84074	LCA-B11	442	2 and 3C
B12	A-R	1131	5.84074	LCA-B12	349	4C and 5
B21	AX	1184	6.11444	-	-	1 and 7
B22	AX-R	1184	6.11444	-	-	6 and 8

<u>Apt.</u>	<u>Type</u>	<u>Appx. Net Floor Area (sq. feet)*</u>	<u>Common Interest**</u>	<u>Lanai Area Designation</u>	<u>Appx. Area of Lanai Yard Area</u>	<u>Parking Stall Designation***</u>
C11	A	1131	5.84074	LCA-C11	355	10 and 11C
C12	A-R	1131	5.84074	LCA-C12	315	12C and 13
C21	AX	1184	6.11444	-	-	9 and 30
C22	AX-R	1184	6.11444	-	-	14 and 29
D11	B	922	4.76141	LCA-D11	269	19 and 28
D12	B-R	928	4.79239	LCA-D12	269	22 and 23
D13	BM	887	4.58066	LCA-D13	269	15C and 17C
D21	B	922	4.76141	-	-	20 and 27
D22	B-R	928	4.79239	-	-	21C and 24
D23	BM	887	4.58066	-	-	16C and 18C

\* The approximate net floor area of each apartment as set forth above is measured from the interior surface of the apartment perimeter walls and includes all of the walls and partitions within its perimeter walls, whether load-bearing or non-load bearing.

THE AREAS SHOWN ARE APPROXIMATE ONLY, AND THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE AREA OF ANY PARTICULAR APARTMENT.

\*\* The common interest for each apartment was calculated by dividing the approximate net interior floor area of the particular apartment by the total approximate net interior floor area for all apartments, and by thereafter adding .00001 to the common interest for Type A, A-R, AX and AX-R apartments to permit the total common interest to equal 100%.

\*\*\* C denotes compact stall.

EXHIBIT "B"

DESCRIPTION OF COMMON ELEMENTS

Common elements of the project include the following:

- (1) The land in fee simple;
- (2) All structural components, such as foundations, concrete sidewalks and curbs, girders, beams, supports, main walls, roofs and ceilings (including skylights, if any), floor slabs, unfinished perimeter, party and interior load-bearing walls and columns, if any, perimeter doors and door frames, windows and window frames;
- (3) All common spaces such as yards, gardens, planting areas, trash enclosure areas, electrical and mechanical rooms, telephone enclosures, all guest parking areas, driveways and access lanes;
- (4) Installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central appurtenant transmission facilities and installations over, under or across the property which serve more than one apartment for services such as power, light, gas, hot water, cold water, sewage, telephone, air conditioning, radio and television signal distribution, if any;
- (5) Any apparatus and installations existing for common use, such as tanks, pumps, motors, fans, compressors, ducts, vents, and other such installations and apparatus;
- (6) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

EXHIBIT "C"

ENCUMBRANCES AGAINST TITLE

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Grant dated January 19, 1970, recorded in said Bureau in Liber 6874 at Page 390 in favor of the City and County of Honolulu, for easement sewer purposes over, under, across and through a portion of the land herein described.
3. Easement "1" for water meter purposes, affecting a portion of the land herein described, as shown on Tax Map Key: OAHU 1-7-9-39.
4. The terms and provisions of that certain Memorandum of Option dated June 22, 1990, made by and between Hyungsup Lee and Young Hwa Lee, husband and wife, and Gregory Kersten Rand and Richard Russell Rand, both unmarried, filed in the Bureau of Conveyances of the State of Hawaii as Document No. 90-094502, to which reference is hereby made.
5. Mortgage dated September 14, 1990, made by and between Nuuanu Streamside, Inc., a Hawaii corporation, as Mortgagor, and First Interstate Bank of Hawaii, a Hawaii corporation, as Mortgagee, recorded in said Bureau as Document No. 90-161484.
6. Financing Statement dated October 16, 1990, made by and between Nuuanu Streamside, Limited, a Hawaii corporation, as Debtor, and First Interstate Bank of Hawaii, a Hawaii corporation, as Secured Party, recorded in said Bureau as Document No. 90-161485.
7. For real property taxes due and payable, refer to Director of Finance, City and County of Honolulu.

EXHIBIT  D

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months =	<u>Yearly Total</u>
A11, A12, B11, B12, C11, C12	276.56	3,318.71
A21, A22, B21, B22, C21, C22	289.52	3,474.22
D11, D21	225.45	2,705.43
D12, D22	226.92	2,723.04
D13, D23	216.89	2,602.73

[ X ] Revised on December 10, 1990

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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:

	<u>Monthly</u> x 12 months =	<u>Yearly Total</u>
<b>Utilities and Services</b>		
Air Conditioning		
Electricity		
<input checked="" type="checkbox"/> common elements only	175	2,100
<input type="checkbox"/> common elements and apartments		
Gas		
Refuse Collection	190	2,280
Telephone		
Water and Sewer	430	5,160
<b>Maintenance, Repairs and Supplies</b>		
Building	200	2,400
Grounds	1,200	14,400
<b>Management</b>		
Management Fee	997	11,964
Payroll and Payroll Taxes		
Office Expenses	80	960
Insurance	813	9,756
Reserves	500	6,000
<b>Taxes and Government Assessments</b>		
Audit Fees	100	1,200
Other	50	600
<b>TOTAL</b>	<b>4,735</b>	<b>56,820</b>

I/We, CHANEY, BROOKS & COMPANY, 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.

  
Barbara D. Anderson, Vice President  
Date: December 10, 1990

EXHIBIT "E"

SUMMARY OF SALES AGREEMENT

Among other provisions, the specimen Deposit, Receipt, Reservation and Sales Agreement ("Sales Agreement") provides that:

(1) At the present time, the property on which the Project is located is surrounded by privately-owned lots. Although Waikahalulu Lane abuts the proposed entrance to the Project, the Lane is privately owned. There is no record of any right-of-way over Waikahalulu Lane in favor of the land underlying the Project. Although the present situation indicates that continued access to the Project is uncertain, the Seller has contacted a title company which has indicated that it will insure public access to the Project. Seller may, but shall be under no obligation to, clarify access for the Project. Notwithstanding that any such clarification is not obtained prior to the Closing Date, Purchaser agrees to proceed with Closing and waives any right Purchaser may have to cancel this Agreement as a result of the lack of a recorded right-of-way over Waikahalulu Lane.

(2) The seller makes no warranties, express or implied, with respect to the apartments, the property, the project, or consumer products or other things which may be installed or which are contained therein, including warranties of merchantability, habitability, workmanlike construction, or fitness for a particular use. The seller does, however, agree to attempt to pass through to the purchaser the benefit of the general contractor's warranties, if any.

(3) The seller may cancel the Sales Agreement and hold the purchaser in default if any material discrepancies are discovered between the financial information furnished by the purchaser and the purchaser's actual financial status. Seller may also cancel if the purchaser's application or eligibility for a mortgage loan is rejected or not given unqualified approval within forty-five (45) days after application. If purchaser proposes to pay the purchase price in cash and seller, in its sole discretion, after reviewing the written evidence submitted to it by purchaser, determines that seller is not satisfied as to purchaser's ability to make such cash payment, then seller may cancel the Sales Agreement. Seller may also cancel the Sales Agreement if the purchaser should die or dissolve (if the purchaser is a partnership or corporation).

(4) The seller's mortgage loan (interim, renewals and extensions, used for acquiring the land, constructing the project, and associated costs) shall be and remain at all times a lien or charge on the project, including the individual apartments prior to and superior to any and all other liens or charges on the project, and purchasers intentionally waive, relinquish and subordinate the priority or superiority of any lien or other legal or equitable interest they may have under the Sales Agreement in favor of the lien or charge on the project of the security interest of the lender. The purchasers also consent to the assignment for security of seller's interest in the Sales Agreement and purchasers' escrow deposits to lender. The purchasers also irrevocably appoint the Managing Agent to receive and accept service of process on behalf of the purchasers.

(5) Seller and its agent have no program at this time nor is any program planned or contemplated to offer a rental service of any kind to the owners of apartments in the project, either individually or in any form of pooling arrangement, or by a third-party designated or arranged for by Seller, nor have any representations been made by Seller or its agent as to the feasibility of renting the apartment, or otherwise generating income or deriving any other economic benefit from ownership of the apartment. Seller and its agent have made no representations (nor is anyone authorized to do so) contrary to this paragraph with respect to either benefits to be derived from the rentals or other tax treatment of any Purchaser of an apartment, except as to the availability of income tax deductions for mortgage interest payments and real estate taxes.

(6) The purchaser will pay all closing costs and the nonrefundable start-up fee for commencement of the operations of the project by the Managing Agent and the Association of Apartment Owners. Real property taxes, maintenance costs and other prorations shall be made, and risk of loss shall transfer from seller to purchaser on the scheduled Closing Date as defined in the specimen Sales Agreement. Purchaser shall execute all documents necessary for closing and deposit with escrow all funds other than proceeds of purchaser's first mortgage loan within ten (10) days after receiving written notice to pre-close. Pre-closing may commence at any time after the effective date of the Sales Agreement.

(7) In the event development and construction of the project is delayed due to governmental restrictions or regulations enacted after the date of the Sales Agreement, or by occurrence of a contingency, the non-occurrence of which was a basic assumption upon which the contract was made, the seller determines that increases in development and construction costs because of such delay require increases in sales prices to

maintain financial feasibility of the project, then and in any such event, and provided the sale of the property has not finally closed and the apartment deed has not been recorded, seller may increase the total purchase price stated in the Sales Agreement only to the extent necessitated by said increases in development and construction costs and seller shall notify purchaser in writing of any such increase in the total purchase price. After receipt of such notice, purchaser shall have fifteen (15) days within which to affirm or terminate said Sales Agreement. If, within said fifteen day period, purchaser does not notify seller in writing that purchaser elects to terminate said Agreement, purchaser shall be deemed to have affirmed said Agreement at the increased purchase price. If purchaser elects to terminate said Agreement, seller shall cause escrow to refund to purchaser all deposits made pursuant hereto, without interest and less any escrow cancellation fee, and seller may then offer said apartment to other prospective purchasers. Nothing in this paragraph shall be deemed to terminate, modify or qualify the obligations of the seller to complete construction within the period prescribed in the Sales Agreement if purchaser timely affirms said Agreement at the increased purchase price.

Purchaser acknowledges that the Project is located within the Punchbowl District, and that special rules with respect to yard areas, open space, building, design and landscaping will apply to the Project. Those rules are contained in the Land Use Ordinance. It is incumbent on Purchaser to review those requirements and to evaluate the impact of the requirements on future improvements or alterations of the Project.

It is incumbent upon purchasers and prospective purchasers that they read with care the specimen Sales Agreement and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of the condominium apartments are placed in trust, as well as the retention and disbursement of funds.

EXHIBIT "F"

SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement dated November 30, 1989, is made by the Developer and Security Title Corporation and sets forth certain understandings and agreements with respect to the handling of buyers' funds and the closing of sales. Specifically, the Escrow Agreement provides in part that:

(1) All payments made under the sales agreement will be deposited with the Escrow Agent, who will in turn deposit the funds in a trust fund with a bank, savings and loan or trust company authorized to do business in the State of Hawaii under an escrow arrangement. Any interest earned on such funds will be credited to the Developer.

(2) Except for refunds to buyers, no disbursement of buyers' funds will be made until the Escrow Agent has received a letter from the Developer, assuming that the buyers have signed the required Receipt and Notice of Right to Cancel or are deemed to have receipted for the public reports and to have waived their right to cancel, and further that no subsequent events occur which give buyers the right to rescind, that the Sales Agreements have become effective, and the requirements of Sections 514A-39, 514A-62 and 514A-63 of the Hawaii Revised Statutes (pertaining to the delivery of public reports and rescission rights) have been met.

(3) Each buyer is entitled to a return of his funds, and the Escrow Agent must pay such funds to the buyer if one of the following has occurred:

(a) The Escrow Agent receives a written request from the Developer to return to the buyer the buyer's funds then being held by the Escrow Agent; or

(b) The Developer notifies the Escrow Agent in writing of the Developer's exercise of the option to rescind the Sales Agreement; or

(c) The conditions provided for a refund under Section 514A-62 or under Section 514A-63 of the Hawaii Revised Statutes have been met, and written notice thereof has been provided to the Developer.

(4) If the buyer is in default under the Sales Agreement and fails to cure such default upon notice of same being given to the buyer, then, if the Developer certifies in writing to the Escrow Agent that (i) the Developer has elected to terminate the Sales Agreement and has notified the buyer, or (ii) the buyer is otherwise in default, then, the Escrow Agent shall, subject to the provisions relating to dispute and conflicting demands set forth in the Escrow Agreement, treat all funds of the buyer, less any cancellation fee, as the funds of the Developer.

(5) By amendment dated December 27, 1990, Escrow has been changed to not allow disbursement of purchaser's funds for payment of construction cost or other costs of the development of the Project until closing shall have occurred and the apartment is completed.

(a) If closing is to be scheduled prior to the expiration of the mechanics' lien period, the Seller shall provide (i) each purchaser, at such purchaser's cost, an owner's title insurance policy with a mechanics' lien endorsement protecting the purchaser and (ii) provide the Real Estate Commission with a release by the General Contractor of the contractor's lien rights.

EXHIBIT "G"

SUMMARY OF APARTMENT DEED

Among other provisions, the specimen Apartment Deed provides that:

(1) The Developer has the reserved right to, among other things, delete, relocate, realign, reserve and grant all easements and rights of way over the common elements, including, without limitation, easements and/or rights of way for utilities, cesspools, sanitary and storm drain sewers, cable television, refuse disposal, driveways, parking areas and roadways, and access by the owners of apartments in any neighboring condominium project to the private park area forming a part of the property.

(2) The Developer has the reserved right to develop jointly the land with any neighboring lot or lots, and to enter into such agreements, sign, record and deliver such documents, obtain such permits and do such things as may be required to effect the plan and gain the benefit of such joint development, including, without limitation, any increased floor area allocable to such neighboring lot or lots, all in accordance with the applicable ordinances and rules and regulations pertaining thereto set forth in the Land Use Ordinance of the City and County of Honolulu, including specifically Section 4.40-21 thereof, or any successor law or ordinance.

(3) The buyer shall observe, perform, comply with and abide by all of the provisions of the Declaration, By-Laws and House Rules, as the same exist from time to time.