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

KUANI HILLSIDE

94-1265, 94-1263, 94-1261, 94-1259, 94-1257, 94-1255, 94-1253 Lumikula Street
(Buildings 1 through 7)
Waipahu, Hawaii

Registration No. 2180

Issued: April 17, 1990
Expires: May 17, 1991

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of April 16, 19 90, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

____ **PRELIMINARY:** *(yellow)* The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.

_x_ **FINAL:** *(white)* The developer has legally created a condominium and has filed complete information with the Commission.

[x] 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:

TABLE OF CONTENTS

page

Report Purpose 1
Type of Report 1
Summary of Changes from Earlier Public Reports 2
Table of Contents 3
General Information on Condominiums 4
Summary of the Condominium Project 5

I. PEOPLE CONNECTED WITH THE PROJECT 6

Developer
Real Estate Sales Agent
Escrow Company
Managing Agent
Attorney for Developer

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS
A. Declaration 7
B. Condominium Map (File Plan) 7
C. Bylaws 7
D. House Rules 8
E. Changes to Condominium Documents 8

III. THE CONDOMINIUM PROJECT
A. Interest to be Conveyed to Buyer 9
B. Underlying Land 10
C. Buildings and Other Improvements 10
D. Common Elements, Limited Common Elements, Common Interest 14
E. Encumbrances Against Title 15
F. Management of the Common Elements 15
G. Maintenance Fees 16
H. Utility Charges 16
I. Construction Warranties 16
J. Status of Construction 17
K. Project Phases 17
L. Sales Documents Filed with the Real Estate Commission 17

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE 18

Buyer's Right to Cancel Sales Contract 19
Signature of Real Estate Commission Chairman 20

EXHIBIT A: APARTMENT DESCRIPTION, PARKING STALL ASSIGNMENTS AND COMMON INTEREST
EXHIBIT B: COMMON ELEMENTS
EXHIBIT C: ENCUMBRANCES AGAINST TITLE
EXHIBIT D: ESTIMATE OF INITIAL MAINTENANCE FEES
EXHIBIT E: SUMMARY OF SALES CONTRACT
EXHIBIT F: SUMMARY OF ESCROW AGREEMENT
EXHIBIT G:
EXHIBIT H:
EXHIBIT I:
EXHIBIT J:

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

4. [ ] Single or [x] Multiple Buildings

5. Apartment Description

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Courtyard/ Lanai/Patio (sf)
810	28	2/2	810	**(See Note Below)
874	26	2/2	874	" " " "
874H	2	2/2	874	" " " "

Total Apartments: 56

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

**Note: Courtyard and Lanai sizes vary even between the same apartment types.

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)	112
Guest Stalls	12
Unassigned Stalls	
Extra Stalls Available for Purchase	
Other: _____	
Total Parking Stalls	124

7. Recreational amenities: There are no recreational amenities within the Kuani Hillside project, however, the residents may use any of the recreational facilities within the Waipio-by-Gentry Subdivision, including the pedestrian path and two City and County parks located within the Waipio-by-Gentry Subdivision.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: GENTRY HOMES, LTD.
Name
Phone: (808) 671-6411 (Business)

94-539 Puahi Street
Business Address
Waipahu, Hawaii 96797

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

GENTRY HOMES, LTD.

JOSEPH J. RAMIA -- President

NORMAN H. GENTRY and JEFFREY K. BROWN -- Vice Presidents

HARVEY JAY MIGDAL -- Secretary, Assistant Vice President

HARRY D. HUFFMAN -- Treasurer, Assistant Vice President, Assistant Secretary

Real Estate Sales Agent: GENTRY REALTY, LTD.
Name
Phone: (808) 671-6411 (Business)

94-539 Puahi Street
Business Address

Waipahu, Hawaii 96797

Escrow: SECURITY TITLE CORPORATION
Name
Phone: (808) 521-9511 (Business)

1001 Bishop Street, 1200 Pacific Tower
Business Address

Honolulu, Hawaii 96813

Managing Agent: CHANEY, BROOKS & COMPANY
Name
Phone: (808) 544-1600 (Business)

606 Coral Street
Business Address

Honolulu, Hawaii 96813

Attorney for Developer: HARVEY JAY MIGDAL
Name

P. O. Box 295
Business Address

Honolulu, Hawaii 96809

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 - Book _____ Page _____
[x] Filed - Land Court - Document Number 1699468

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. _____
[x] Filed - Land Court Condo Map No. 754

Amendment date(s) and recording/filing information:

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

The Bylaws for this condominium are:

[ ] Proposed
[ ] Recorded - Bureau of Conveyances - Book _____ Page _____
[x] Filed - Land Court - Document Number 1699469

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 [x] 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	---	

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 reserved the right to make any changes to said documents, and any other documents affecting this Project, as may be required by law, any title insurance company, or a Developer decides is necessary, all without the consent or approval of the Purchaser, provided that the changes do not substantially impair the prospective use and enjoyment of the apartment, materially alter the arrangement of the rooms or reduce the useable space within the apartment; render unenforceable the Purchaser's mortgage loan commitment; increase Purchaser's share of common expenses or reduce the obligations of the Seller for common expenses on unsold apartments; Developer also reserves the right to file the as-built verified statement required by Section 514A-12 of the Hawaii Revised Statues, as amended.**

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: 94-1265, 94-1263, 94-1261, 94-1259, 94-1257, 94-1255, 94-1253 Lumikula Street (Bldgs. 1 through 7 respectively) Waipahu, Hawaii 96797 Tax Map Key: 9-4-115-016 (TMK)

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

Land Area: 145,354 [x] square feet [ ] acre(s) Zoning: A-1 (apartment)

Fee Owner: Gentry Homes, Ltd.
Name

94-539 Puahi Street
Address

Waipahu, Hawaii 96797

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: 7 Floors Per Building 2

   [ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

   [x] Concrete [ ] Hollow Tile [x] Wood

   [x] Other Asphalt Shingles; Composition siding

4. Permitted Uses:

	No. of Apts.		No. of Apts.
[ ] Commercial		[ ] Industrial	
[x] Residential	56	[ ] 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: Dogs, cats and other household pets limited to two in number and subject to compliance with provisions of House Rules.

[x] Number of Occupants: No more than two per bedroom, excluding children under five, except no more than three per bedroom under any circumstances, inclusive of children under five.

[x] Other: Apartment cannot be used for transient or hotel use. The apartment cannot be sold, rented or used for "time share", "time interval", "vacation license" or "travel club membership".

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 56

Elevators NONE Stairways (all exterior) Trash Chutes NONE

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Courtyard and Lanai/Patio (sf) **(See Note Below)
810	28	2/2	810	
874	26	2/2	874	" " " "
874H	2	2/2	874	" " " "

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

**Note: Courtyard and Lanai sizes vary even between the same apartment types.

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 apartment includes the walls and partitions which are not load bearing within its perimeter or party walls; glass windows or panels; doors (except for exterior surface of any door located on perimeter walls); inner decorated or finished surfaces of all walls, floors and ceilings, door frames and window frames; air space within the perimeter and any fixtures and appliances originally installed. The apartment does NOT include undecorated or unfinished surfaces of perimeter or party walls or interior load-bearing walls, floors and ceilings; any pipes, wires or other utility lines running through the apartment and utilized for more than one apartment. The apartment also does not include the adjacent courtyard or lanai which are considered limited common elements.

Permitted Alterations to Apartments: Additions, alterations or improvements solely within an apartment or within a limited common element appurtenant to and for the exclusive use of the apartment may be made by the apartment owner with only the approval of the Board of Directors of the Association of Apartment Owners and any other apartment owner directly affected.

7. Parking Stalls:

Total Parking Stalls: 124

	Regular		Compact		Tandem		
	covered	open	covered	open	covered	open	TOTAL
Assigned (for individual units)	56	12		44			112
Guest				12			12
Unassigned							
Extra Available for Purchase							
Other:							
Total Covered & Open	68		56				124

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

8. Recreational and Other Common Facilities.

[x] There are no recreational or common facilities.

[ ] Swimming pool

[ ] Recreation Area

[ ] Tennis Court

[ ] Storage Area

[ ] Laundry Area

[ ] 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

Not Applicable

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

Not Applicable

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 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.

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

      [ ] described in Exhibit _____

      [x] as follows:

   (a) The mailbox bearing the same designation as the apartment;

   (b) The fenced yard area adjoining the apartment (for apartments on the ground floor);

   (c) The lanai area adjacent to second story apartments;

   (d) The storage closet located on the lanai or in the courtyard (except for Apartment type 874 which has no exterior storage closet);

   (e) Two automobile parking stalls assigned to each apartment upon the original conveyance thereof shall be appurtenant to and for the exclusive use of such apartment.

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 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 January 17, 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.

Type of Lien	Effect on Buyer's Interest If Developer Defaults
Mortgage	Lender has priority over Purchaser's rights under a Sales contract, and has a right to terminate sales contracts upon foreclosure of its mortgage before apartment sale is closed.

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.

Exhibit D is only an estimate.

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

[ ] Gas

[ ] Other _____

[ ] Not applicable

[ ] Television Cable

[x] Water & Sewer

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 Developer warrants against defects in the apartment due to faulty material or workmanship which are discovered and brought to the attention of Developer within one year from the date of conveyance of title to the apartment owner or the date of occupancy, whichever occurs first. In addition, the Developer warrants the common elements against all defects for a period of two years from the date of completion of the common elements or two years from the date the first apartment is conveyed to a purchaser other than the Developer, whichever is later. For purposes of this warranty, the Developer agrees to repair, renovate, restore or replace any defective material or workmanship within the respective warranty periods. ROUTINE MAINTENANCE WORK IS NOT COVERED BY ANY WARRANTY.

2. Appliances: Warranties on appliances furnished with an apartment are not provided by the Developer. The execution and delivery of the Apartment Deed will operate as an assignment from the Developer to the purchaser of the respective manufacturers' or dealers' warranties, if any.

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

Construction on the project is expected to be completed on approximately April 15, 1990.

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 Effective December 18, 1989

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

[ ] Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

1. The Kuani Hillside Project is connected to a City and County of Honolulu ("City") sewer line located within Lumikula Street. Because the Kuani Hillside Project is situated below the grade of Lumikula Street and the sewer line, it is necessary to pump the sewage up to the level of the sewer line. The Kuani Hillside Project shares the use of a sewer lift station situated in the adjacent Cliffside Villages condominium project. The costs of operating and maintaining the facility are shared on a prorata basis between the two projects. The details of the cost sharing agreement are set forth in a document entitled "Declaration for Joint Use" dated March 22, 1988. The document is recorded as Land Court Document No. 1539193. A copy of the document is on file with the Real Estate Commission and with the property manager, Chaney Brooks & Company.

2. The Kuani Hillside Project is situated adjacent to a drainage ditch designated as Easement No. 2792 on Land Court Map 506 (also shown on Map 635) of Land Court Application 1000 ("Drainage Easement"). The Drainage Easement is located behind Buildings 5, 6 and 7 on the south side (downhill side) of the project. The Kuani Hillside project is not responsible for maintaining the Drainage Easement because it has been dedicated to the City. However, the City must cross over the Kuani Hillside Project to get to the Drainage Easement. At the City's request, the Developer designated Easement 4805 on Map 739 of Land Court Application 1000 for access and drainage maintenance purposes (this easement is within the internal roadway of the project). The Developer will record documents granting the City and County of Honolulu a non-exclusive use of this easement to allow the City to cross over the Kuani Hillside Project for the purpose of reaching the Drainage Easement.

3. As disclosed in paragraph 1 of Exhibit "E" (Summary of Sales Contract) the buyer of the apartment must live in the apartment for at least 12 months and if the buyer rents or sells the apartment prior to that time the seller has the right to repurchase the apartment from the buyer for the original purchase price.

4. The buyer of the apartment will automatically become a member of the Waipio by Gentry Community Association at the time the buyer purchases the apartment. As disclosed in Exhibit "D" (Estimate of Initial Maintenance Fees), the dues payable to the Waipio by Gentry Community Association are currently $90.00 per year, payable quarterly.

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. 2180 filed with the Real Estate Commission on January 19, 1990.

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

[ ] yellow paper stock [X] 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, 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"

APARTMENT DESCRIPTION, PARKING STALL ASSIGNMENTS
AND COMMON INTEREST

Bldg. and Apt.	Apt. Type	Net Living Area
1-A	874H	874
1-B	810	810
1-C	874H	874
1-D	810	810
1-R	874	874
1-S	810	810
1-T	874	874
1-U	810	810
2-A	874	874
2-B	810	810
2-C	874	874
2-D	810	810
2-R	874	874
2-S	810	810
2-T	874	874
2-U	810	810
3-A	874	874
3-B	810	810
3-C	874	874
3-D	810	810
3-R	874	874
3-S	810	810
3-T	874	874
3-U	810	810
4-A	874	874
4-B	810	810
4-C	874	874
4-D	810	810
4-R	874	874
4-S	810	810
4-T	874	874
4-U	810	810

Bldg. and Apt.	Apt. Type	Net Living Area
5-A	874	874
5-B	810	810
5-C	874	874
5-D	810	810
5-R	874	874
5-S	810	810
5-T	874	874
5-U	810	810
6-A	874	874
6-B	810	810
6-C	874	874
6-D	810	810
6-R	874	874
6-S	810	810
6-T	874	874
6-U	810	810
7-A	874	874
7-B	810	810
7-C	874	874
7-D	810	810
7-R	874	874
7-S	810	810
7-T	874	874
7-U	810	810

DESCRIPTION OF APARTMENT TYPES:

Type 810 (2 Bedroom/2 Bath) (810 sq. ft.)

Two bedroom, two bath apartment containing a living room/dining room, kitchen, two bathrooms and two bedrooms. All Type 810 apartments contain 810 square feet of NET LIVING AREA. In addition, first story apartments have a limited common element fenced courtyard area, including the concrete walkway within the courtyard area, and second story apartments have a limited common element lanai. Each apartment has a storage closet located adjacent to the lanai.

Type 874 (2 Bedroom/2 Bath) (874 sq. ft.)

Two bedroom, two bath apartment containing a living room/dining room, kitchen, two bathrooms and two bedrooms. All Type 874 apartments contain 874 square feet of NET LIVING AREA. In

addition, first story apartments have a limited common element fenced courtyard area, including a concrete walkway, and second story apartments have a limited common element lanai.

Type 874H (2 Bedroom/2 Bath) (874 sq. ft.)

Two bedroom, two bath apartment containing a living room/dining room, kitchen, two bathrooms and two bedrooms. Both Type 874H apartments contain 874 square feet of NET LIVING AREA. In addition, first story apartments have a limited common element fenced courtyard area, including a concrete walkway. Type 874H apartments have also been modified with entrance ramps and wider doorways to meet the handicap requirements of the current Uniform Building Code as adopted by the City and County of Honolulu.

BREAKDOWN OF MODEL TYPES
AND PERCENTAGE COMMON INTEREST FOR KUANI HILLSIDE

Model	Percentage Common Interest		Number in Project	Total Percentage of Common Interest
810	1.72%	x	28	48.16%
874 (except for Apt. Nos. 2-A, 2-C, 2-R & 2-T)	1.85%	x	22	40.70%
	1.86%	x	4	7.44
874H	1.85%	x	2	3.70
			56	100.00%

Apt. No.	Parking Stall Assignments Covered/Uncovered	
1-A	4	123 (c)
1-B	2	5 (c)
1-C	9	118 (c)
1-D	7	120 (c)
1-R	1	122 (c)
1-S	3	124 (c)
1-T	8	119 (c)
1-U	6	121 (c)

Apt. No.	Parking Stall Assignments Covered/Uncovered	
2-A	22	14
2-B	21	13
2-C	18	10
2-D	17	103
2-R	20	12
2-S	19	11
2-T	16	117 (c)
2-U	15	116 (c)
3-A	24	23
3-B	31	76 (c)
3-C	29	74 (c)
3-D	27	82
3-R	25	32
3-S	30	81
3-T	28	75 (c)
3-U	26	33
4-A	45	46 (c)
4-B	43	48 (c)
4-C	35	70 (c)
4-D	37	72 (c)
4-R	44	47 (c)
4-S	42	49 (c)
4-T	34	71 (c)
4-U	36	73 (c)
5-A	38	66 (c)
5-B	77	68 (c)
5-C	79	62 (c)
5-D	40	63 (c)
5-R	39	65 (c)
5-S	78	69 (c)
5-T	80	67 (c)
5-U	41	64 (c)
6-A	83	102 (c)
6-B	91	96 (c)
6-C	89	98 (c)
6-D	85	100 (c)
6-R	84	101 (c)
6-S	90	97 (c)
6-T	88	99 (c)
6-U	86	87

Apt. No.	Parking Stall Assignments Covered/Uncovered	
7-A	109	110 (c)
7-B	107	112 (c)
7-C	104	115 (c)
7-D	93	94 (c)
7-R	108	111 (c)
7-S	106	113 (c)
7-T	105	114 (c)
7-U	92	95 (c)

c = Compact stalls

NOTE: In addition to the foregoing parking stall assignments, Parking Stalls 50(c), 51(c), 52(c), 53(c), 54(c), 55(c), 56(c), 57(c), 58(c), 59(c), 60(c) and 61(c) have been designated as common element visitor stalls.

END OF EXHIBIT "A"

EXHIBIT "B"

COMMON ELEMENTS

1. The Land described in Exhibit "A" of the Declaration;

2. All structural components, such as foundations, girders, beams, supports, unfinished perimeter walls and loadbearing walls (except for the inner decorated surfaces within each apartment) and the roofs of the buildings; all exterior stairways, walkways, landings, railings and the fences enclosing the fenced courtyard areas of said buildings;

3. All yards, gardens, planting areas, fences, trash collection areas and all parking areas, carports, driveways and access lanes, including parking stalls Nos. 50-61 which are visitor parking stalls;

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 Project which serve more than one apartment for services such as power, light, gas, hot water, cold water, sewage, telephone, 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 Project necessary or convenient to its existence, maintenance and safety or normally in common use.

END OF EXHIBIT "B"

EXHIBIT "C" -- ENCUMBRANCES AGAINST TITLE

1. Taxes for the first half of Fiscal Year 1989-1990 (July 1, 1989 through December 31, 1989) in the amount of $5,311.09 have been paid in full. Taxes for the second half of the Fiscal Year 1989-1990 (January 1, 1990 through June 30, 1990) are not due until February 20, 1990.

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

3. The terms and provisions of that certain Unilateral Agreement and Declaration for Conditional Zoning dated August 26, 1977, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 832326, to which reference is hereby made.

4. Restrictions, covenants and conditions as contained in Declaration of Covenants, Conditions and Restrictions dated November 17, 1978, filed in said Office of the Assistant Registrar as Document No. 909239, as amended.

5. Easement 2790 (15-feet wide), for access, sanitary sewer and drainage purposes, as shown on Map 506, as set forth by Land Court Order No. 51748, filed on November 17, 1978.

6. Easement 2792, area 41,646 square feet for drainage purposes, as shown on Map 506, as set forth by Land Court Order No. 51748, filed on November 17, 1978. (also affects other property)

7. The terms and provisions of that certain Standard Unilateral Agreement and Declaration for Conditional Zoning dated December 11, 1986, made by Gentry-Waipio, A Joint Venture, a registered Hawaii general partnership, as "Declarant", filed in said Office of the Assistant Registrar as Document No. 1423516, to which reference is hereby made.

8. The terms and provisions of that certain Declaration for Joint Use dated March 22, 1988, made by James K. Schuler & Associates, Inc., "Declarant", filed in said Office of the Assistant Registrar as Document No. 1539193, to which reference is hereby made. (also affects other property)

9. Reservation in favor of Gentry Properties, a Hawaii limited partnership and its successors, but not its assigns, such easements for access, electrical, gas, communications and property, together with the right to dedicate and grant to the State of Hawaii, City and County of Honolulu, Board of Water Supply of the City and County of Honolulu, or any

other corporation, such easements for such purposes over, under, across, along and through the property granted hereby under the usual terms and conditions required by the grantee for such easement rights as reserved in Deed dated September 11, 1989, filed in said Office of the Assistant Registrar as Document No. 1670112, to which reference is hereby made.

10. Mortgage dated September 29, 1989, recorded in said Office of the Assistant Registrar as Document No. 1670113, made by Gentry Homes, Ltd., a Hawaii corporation, as Mortgagor, in favor of Bank of Hawaii, a Hawaii banking corporation, as Mortgagee, to secure the repayment of the sum of $6,200,000.00 and any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor therein referred to.

11. Financing Statement given as security by Gentry Homes, Ltd., in favor of Bank of Hawaii, filed on September 28, 1989, in the Bureau of Conveyances of the State of Hawaii in Book 23693, Page 290.

12. Designation of Easement 4805, area 13,442 square feet, for access and drainage maintenance purposes, as shown on Map 739, as set forth by Land Court Order No. 95777, filed on November 7, 1989.

13. Grant of Easement dated December 12, 1989, in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, and GTE Hawaiian Telephone Company Incorporated, a Hawaii corporation, recorded in said Office of the Assistant Registrar as Document No. 1696282. Consent recorded thereto as Document No. 1696283.

14. Declaration of Condominium Property Regime dated January 12, 1990, recorded on January 17, 1990 in said Office of the Assistant Registrar as Document No. 1699468.

15. By-Laws of the Association of Apartment Owners of "Kuani Hillside" dated January 12, 1990, recorded on January 17, 1990 in said Office of the Assistant Registrar as Document No. 1699469.

16. Condominium Map No. 754, filed in said Office of the Assistant Registrar on January 17, 1990.

END OF EXHIBIT "C"

EXHIBIT "D" -- Page 1 of 2

KUANI HILLSIDE

ESTIMATE OF INITIAL MAINTENANCE FEES

APARTMENT MODEL	COMMON INTEREST	MONTHLY FEE x 12 MONTHS	YEARLY TOTAL
810	1.72%	$113.59	$ 1,363.08
874 and 874H (except for Apt. Nos. 2-A, 2-C, 2-R & 2-T)	1.85%	122.17	1,466.04
	1.86%	122.83	1,473.96

The foregoing maintenance fees do not include the dues payable to the Waipio by Gentry Community Association. Those dues are currently $90.00 per year, payable quarterly.

KUANI HILLSIDE
(56 UNITS)

ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

	Monthly x 12 months = Yearly Total	
UTILITIES AND SERVICES:		
Air Conditioning	$ n/a	$ -0-
Electricity (Common Elements Only)	50	600
Refuse Collection	710	8,520
Telephone	n/a	-0-
Water/Sewer	1,430	17,160
MAINTENANCE, REPAIRS & SUPPLIES:		
Buildings	300	3,600
Grounds	1,500	18,000
Lift Station	150	1,800
MANAGEMENT:		
Management Fee (Physical/ Fiscal Service)	1,069	12,828
Payroll and Payroll Taxes	n/a	-0-
Office Expenses	200	2,400
Insurance	560	6,720
Reserves	500	6,000
Taxes and Government Assessments	10	120
Other	n/a	-0-
Audit Fees	125	1,500
TOTAL	$ 6,604	$ 79,248

We, Chaney, Brooks & Company, as managing agents for the condominium, certify that the above maintenance fee and the monthly cash operating costs have been on generally accepted accounting principles.

Mary Lou Nagi

Mary Lou Nagi, Vice President
Central Oahu Branch Office

EXHIBIT "E"

SUMMARY OF SALES CONTRACT

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

1. That the buyer of the apartment must live in the apartment for at least 12 months and if buyer rents or sells the apartment prior to that time the seller has the right to repurchase the apartment from buyer for the original purchase price.

2. What the obligations are of the buyer if the buyer wants a mortgage loan to cover part of the purchase price.

3. That a buyer's money will be held in escrow, under the terms of the Escrow Agreement.

4. That a buyer will not receive interest on deposits made under the Sales Contract.

5. That the apartment will be subject to various other legal documents which the buyer should examine.

6. That the Project will be subject to ongoing construction and sales activities which may result in certain annoyances to buyer.

7. That under certain circumstances where the apartment is ready for occupancy and the buyer has not completed his financing arrangements for the purchase of the apartment, buyer will be responsible for all of the seller's expenses as a result of buyer's delay.

END OF EXHIBIT "E"

EXHIBIT "F"

SUMMARY OF ESCROW AGREEMENT

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

1. Escrow will let buyers know when payments are due.

2. The Escrow Agreement says that interst on buyer's deposits will accrue in favor of the Developer and not the buyer unless the Sales Contract specifically provides that interest be credited to the buyer.

3. Escrow will arrange for buyers to sign all necessary documents.

4. The Escrow Agreement says under what conditions a refund will be made to a buyer.

5. The Escrow Agreement says what will happen to a buyer's funds upon a default under the Sales Contract.

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

END OF EXHIBIT "F"