

**REAL ESTATE COMMISSION**

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

1010 RICHARDS STREET  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

**PRELIMINARY  
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)  
PUBLIC REPORT**

on  
ROYAL KUHIO  
2246 Kuhio Avenue  
Waikiki, Oahu, Hawaii

REGISTRATION NO. 731

**IMPORTANT — Read This Report Before Buying**

**This Report Is Not an Approval or Disapproval of This Condominium Project**

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project but may only take reservations therefore after

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: October 21, 1974  
Expires: November 21, 1975

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED OCTOBER 16, 1974. THE DEVELOPER BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIME ACT, CHAPTER 514, HAWAII REVISED STATUTES.

1. ROYAL KUHIO (the "Project") is a proposed leasehold condominium project consisting of a single building with thirty-nine (39) floors, and a basement, and contains three hundred eighty-five (385) apartments, and four hundred seventy-two (472) numbered parking stalls containing the capacity for parking four hundred ninety-eight (498) vehicles. The Developer intends to sell the apartment units, together with an undivided interest in the common elements of the Project

(exclusive of land), and to lease an undivided interest in the land. Purchasers are advised to study the Surrender clause contained in the Condominium Conveyance Document.

2. The basic documents (Declaration of Horizontal Property Regime, with Bylaws of the Association of Apartment Owners attached, and a copy of the approved Floor Plans) have not been filed as of this date in the Office of the recording officer.
3. This Preliminary Public Report is made a part of the registration of ROYAL KUHIO condominium project. The Developer is responsible for placing this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers and for securing a signed copy of the Receipt for Horizontal Property Regime Public Report from each purchaser and prospective purchaser.
4. The Developer of the Project has submitted to the Commission for examination all documents deemed necessary for the registration of the Project and the issuance of this Preliminary Public Report.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, as amended (the "Act"), and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. No advertising or promotional matter has been submitted pursuant to the Rules and Regulations promulgated by the Commission.
7. This Preliminary Public Report automatically expires 13 months after date of issuance, October 21, 1974, unless a Supplementary Public Report issues or the Commission, upon review of registration, issues an order extending the effective period of this report.

NAME OF PROJECT: ROYAL KUHIO

LOCATION: Approximately 46,790 square feet of land ("Land") committed to the regime is situate on Kuhio Avenue between Royal Hawaiian Avenue, Manukai Street and Seaside Avenue, Waikiki, City and County of Honolulu, State of Hawaii.

TAX KEY: FIRST DIVISION 2-6-20: 7, 8, 10, 11, 14, 58 and 63.

ZONING: H-2

DEVELOPER: Asahi Development Hawaii Corporation, a Hawaii corporation, with its principal place of business at Suite 1535, 190 South King Street, Honolulu, Hawaii. Telephone: 536-7271. The officers are:

Teiichi Ushioda	President
Yukihiko Orita	Vice President
Keizo Ogawa	Executive Vice President

Masane Sugimoto  
Ichizo Suzuki  
Masao Dazai  
Jon Shigemitsu

Vice President, Secretary &  
Treasurer  
Vice President  
Assistant Secretary  
Assistant Treasurer

ATTORNEY REPRESENTING DEVELOPER: Cades Schutte Fleming & Wright  
(Attention: Richard A. Hicks), 16th Floor, First Hawaiian Bank  
Building, P. O. Box 939, Honolulu, Hawaii 96808. Telephone:  
531-7232.

DESCRIPTION: The proposed Declaration of Horizontal Property  
Regime, as submitted to the Commission, states that the Project  
shall contain one 39-story building, with a basement, having  
three hundred eighty-five (385) apartments ("Apartments").  
The building shall be constructed with steel, reinforced con-  
crete, glass and wood. The first floor shall contain a public  
entrance lobby, a multi-purpose room, a kitchen, an office for  
the resident manager, a maintenance and security office, a meet-  
ing room and numerous equipment rooms. The first floor shall also  
contain two separate lobby areas: the first such lobby area  
shall contain mail facilities as well as three elevators to serve  
the Apartments on floors 8 through 31, inclusive. All three  
elevators shall stop on the 1st, the 7th and each of the 8th  
through 31st floors; the second such lobby shall contain mail  
facilities as well as two elevators to serve the Apartments on  
floors 32 through 38, inclusive. Both elevators shall stop on  
the 1st, the 7th and each of the 32nd through 38th floors. The  
first floor is also served by an elevator which shall stop on  
the basement and each of floors 1 through 7, inclusive. The  
first floor shall be surrounded by a lanai containing a moss  
garden, a sand and rock garden, various planters and an enclosed  
display area. The basement and floors 1 through 6, inclusive,  
shall contain 472 numbered parking stalls with a parking capa-  
city for 498 vehicles. The basement and 2nd floor shall contain  
surf board racks and bicycle racks.

The 7th floor, the recreation deck, shall contain, in its un-  
enclosed portion, a swimming pool, a picnic area, a plant nur-  
sery and potting shed, a tot yard containing juvenile play  
equipment, a paddle tennis/badminton/volley ball area, a putting  
green, three small barbecue facilities and one large barbecue  
facility, a small stage area, areas for shuffle board, and a  
variety of benches, tables and planter boxes. The enclosed por-  
tion shall contain an elevator lobby, an area for table tennis,  
a lounge with game tables, a television and card lounge, a men's  
sauna and a women's sauna, a central laundry with 32 washing  
machines, 7 dryers, sinks and miscellaneous equipment, an apart-  
ment with private lanai for the resident manager, an exercise  
room, and a lanai for miscellaneous use.

The 8th through the 39th floors contain Apartments.

There shall be 385 Apartments in the Project. There are 14  
Apartments on each of floors 8 through 31, inclusive, and  
seven Apartments on each of floors 32 through 38, inclusive.

The Apartments on the 38th floor are 2-story Apartments; all others are 1-story Apartments. The first digit (or the first two digits) of an Apartment's number denotes (or denote) the floor; and the next digit (or digits) denotes (or denote) its location on the floor. Apartments on each floor are numbered consecutively in a "clockwise" order, commencing with the Apartment located in the "ewa-mauka" corner in the case of the Apartments on floors 8 through 31, inclusive, and commencing with the Apartment having the first entrance, in a clockwise direction, from the "ewa-mauka" corner, in the case of the Apartments on floors 32 through 38, inclusive. Each Apartment with the last digit or last two digits on floors 8 through 30 is directly below the Apartment having the same last digit or digits on the floor above it. Each Apartment with the last digit or last digits on floors 32 through 37 is directly below an Apartment having the same digit as the Apartment on the floor above it.

There shall be three hundred thirty-six (336) one-bedroom Apartments within the Project, 14 of these located on each of floors 8 through 31, inclusive, and numbered: 801 through 814, inclusive; 901 through 914, inclusive; 1001 through 1014, inclusive; 1101 through 1114, inclusive; 1201 through 1214, inclusive; 1301 through 1314, inclusive; 1401 through 1414, inclusive; 1501 through 1514, inclusive; 1601 through 1614, inclusive; 1701 through 1714, inclusive; 1801 through 1814, inclusive; 1901 through 1914, inclusive; 2001 through 2014, inclusive; 2101 through 2114, inclusive; 2201 through 2214, inclusive; 2301 through 2314, inclusive; 2401 through 2414, inclusive; 2501 through 2514, inclusive; 2601 through 2614, inclusive; 2701 through 2714, inclusive; 2801 through 2814, inclusive; 2901 through 2914, inclusive; 3001 through 3014, inclusive; and 3101 through 3114, inclusive.

Each such one-bedroom Apartment shall contain a living-dining room, a lanai, one bedroom, a kitchen (with a refrigerator, a dishwasher/ an electric garbage disposal, and a range with a hood/fan combination), a dressing area (with a lavatory) and a bathroom (with a bathtub and a toilet). Each such Apartment shall be carpeted throughout (except for the bathroom and kitchen), which shall have vinyl tile, and for the lanai, which is concrete), and shall be furnished with drapes. Each such Apartment shall have one of seven types of floor plans: Type A having a total area of 516 square feet comprised of 445 square feet of living area and 71 square feet of lanai; Type A-Reverse having the same area as Type A; Type A-1 having a total area of 512 square feet, comprised of 444 square feet of living area and a lanai of 68 square feet; Type A-1-Reverse having the same area as Type A-1; Type A-2 having a total area of 516 square feet, comprised of 436 square feet of living area and a lanai of 80 square feet; Type B having a total area of 614 square feet, comprised of 538 square feet of living area and 76 square feet of lanai; and Type-B-Reverse having the same area as Type B.

There shall be forty-two (42) two-bedroom Apartments within the Project, 7 of each located on each of floors 32 through 37, inclusive, and numbered: 3201 through 3207, inclusive; 3301 through 3307, inclusive; 3401 through 3407, inclusive; 3501 through 3507, inclusive; 3601 through 3607, inclusive; and 3701 through 3707. Each such Apartment shall contain a living-dining room, two lanais, two bedrooms, a kitchen (with a refrigerator and automatic icemaker kit, a dishwasher, an electric garbage disposal, and a range with a hood/fan combination), two dressing rooms (each with a lavatory), and two bathrooms (each with a bathtub and a toilet). Each such Apartment shall have two 14,000 B.T.U. window-type air conditioners in the living-dining room and in the master bedroom, a built-in washer/dryer combination, shall be carpeted throughout (except for the kitchen, bathroom and vestibule, which shall have vinyl tile, and for the two lanais, which are concrete), and shall be furnished with drapes. Each such Apartment shall have one of seven types of floor plans: Type D having a total area of 1,421 square feet, comprised of 1,163 square feet of living area and a total of 258 square feet of lanai area; Type D-Reverse having the same area as Type D; Type D-1 having a total area of 1,494 square feet, comprised of 1,243 square feet of living area and a total of 251 square feet of lanai area. Type D-1-Reverse, having the same area as Type D-1; Type D-2 having a total area of 1,295 square feet, comprised of 1,060 square feet of living area and 235 square feet of lanai area; Type D-2-Reverse having the same area as Type D-2; and Type D-3, having a total area of 1,274 square feet, comprised of 1,043 square feet of living area and 231 square feet of lanai area.

There shall be seven (7) 2-story, three-bedroom Apartments within the Project located on floors 38 and 39, and numbered 3801 through 3807, inclusive. Each such Apartment shall contain a living-dining room, two lanais, three bedrooms, a kitchen (with a refrigerator and automatic icemaker, a dishwasher, an electric garbage disposal, and a range with two ovens, and a hood/fan combination), three dressing rooms (each with a lavatory), and three bedrooms (each with a bathtub and a toilet), and shall have an interior staircase connecting the second floor of the Apartment with the first. Each such Apartment shall have a built-in clothes washer/dryer combination and shall be carpeted throughout (except for the kitchen and bathroom, which shall have vinyl tile, and for the lanais, which are concrete), shall be furnished with drapes, and shall have central air conditioning. Each such Apartment shall have one of seven types of floor plans: Type F, having a total area of 2,459 square feet, comprised of 2,201 square feet of living area, and 258 square feet of lanai; Type F-Reverse, having the same area as Type F; Type F-1, having a total area of 2,673 square feet, comprised of 2,422 square feet of living area and 251 square feet of lanai; Type F-1-Reverse having the same area as Type F-1; Type F-2, having a total area of 2,235 square feet, comprised of 2,000 square feet of living area and 235 square feet of lanai; Type F-2-Reverse, having the same area as Type F-2; and Type F-3, having a total area

of 2,216 square feet, comprised of 1,985 square feet of living area and 231 square feet of lanai.

The floor plan types, the number, and the location of each Apartment are shown on the Condominium Map. The number of each Apartment, its floor plan type and its total area are also set forth on Exhibit "A" attached hereto and made a part hereof.

Each Apartment has access to the Common Elements (as hereinafter defined) of the ground level, either through the elevator which serves its floor or through the central staircase.

LIMITS OF APARTMENTS: The Declaration states that the respective Apartments shall not be deemed to include the undecorated or unfinished perimeter walls, the floors and ceilings surrounding each Apartment or any pipes, wires, conduits or other utility lines running through such Apartment which are utilized for or serve more than one Apartment, the same being deemed Common Elements. Each Apartment shall include the adjacent lanai or lanais shown on the Condominium Map. Each Apartment shall be deemed to include all the walls or partitions which are not loadbearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, the built-in fixtures and exterior doors, exterior window glass and hardware on such window glass.

COMMON ELEMENTS: The Declaration states that the Common Elements of the Project shall include the Limited Common Elements (defined and described in the paragraph below) and all other portions of the Land and improvements in the Project, other than the Apartments, but including both the Apartment building and the portions of the Land on which the building is located, and all elements mentioned in The Act which are actually constructed on the Land and specifically shall include, but not be limited to:

- (a) The Land in fee simple;
- (b) All foundations, floor slabs, columns, girders, beams, supports, bearing walls, roofs, lobbies, stairs, stairways, walkways, hallways, corridors, entrances and exits;
- (c) Walkways and plantings;
- (d) All driveway and parking areas, ramps, loading docks, surf board and bicycle storage areas;
- (e) All common storage and service rooms;
- (f) All ducts, electrical equipment, wiring and other central and appurtenant installations for services, including power, lights, cold and hot water, refuse and telephone;

- (g) All elevators and, in general, all apparatus and installation for common use;
- (h) The air conditioning equipment located on the roof of the building;
- (i) The entire first floor and its lanai including, without limitation, the public entrance lobby, the multi-purpose room, the kitchen, the office of the resident manager, the maintenance and security office, the meeting room and equipment rooms, the two elevator lobbies and mail facilities in each lobby, the moss garden, sand and rock garden, various planters and enclosed display area;
- (j) The 7th floor, the recreation deck, and its swimming pool, picnic area, plant nursery and potting shed, tot yard with juvenile play equipment, paddle tennis/badminton/volley ball area, putting green, the barbecue facilities, the small stage area, the shuffle board area, the benches, tables and planter boxes, the elevator lobby, the area for table tennis, the lounge with game tables, the television and card lounge, the men's and women's saunas, the central laundry and its equipment, the exercise room, and the lanai for miscellaneous use;
- (k) The area on the 7th floor shown on the Condominium Map as the residence for a resident manager, including the refrigerator with automatic icemaker kit, the electric garbage disposal, the dishwasher, the range with hood/fan combination, the clothes washer and clothes dryer unit and two 14,000 B.T.U. air conditioning units as well as two parking stalls both numbered 701R; and
- (l) All other devices or installations upon the Land existing for or rationally of common use to all the owners of Apartments within the Project.

LIMITED COMMON ELEMENTS: Certain parts of the Common Elements, herein called and designated as "Limited Common Elements", will be set aside and reserved for the exclusive use of certain units as follows:

Each Apartment shall have the exclusive right to use one or more parking stalls as set forth on Exhibit "A" and as shown on the Condominium Map. Each Apartment on floors 8 through 31, inclusive, shall also have the right to use one floor to ceiling storage locker, each Apartment on floors 31 through 37 shall have the right to use two floor to ceiling storage lockers, and each Apartment on floors 38 and 39 shall have the right to use four floor to ceiling storage lockers, located in the central core of the building on the same floor or floors as the Apartment and numbered with the same number as the Apartment. Each storage unit has a floor area of 6.5 square feet.

The area marked "Room 107, Elevator and Mail Lobby" on the Condominium Map and the adjacent three elevators shall be Limited Common Elements appurtenant to all of the Apartments on floors 8 through 32, inclusive. The area marked "Room 108, Elevator and Mail Lobby" on the Condominium Map and the adjacent two elevators shall be Limited Common Elements appurtenant to the Apartments on the 32nd through 38th floors.

The air-conditioning equipment on the roof of the building shall be a Limited Common Element appurtenant to Apartments 3801 through 3807, inclusive.

The corridors, vestibules and all other areas, except stairways or equipment storage rooms on each floor shall be Limited Common Elements appurtenant to all the Apartments located on such floor.

Each Apartment Owner shall have the obligation to maintain the parking stalls and storage lockers appurtenant to his Apartment as Limited Common Elements in a neat and orderly manner. However, the cost of periodic maintenance, repair or replacement thereof shall be a Common Expense and shall not be assessed to the owner to which the Limited Common Element is appurtenant; provided, however, that the costs for the use, maintenance, repair or replacement of the air-conditioning equipment serving Apartments 3801 through 3807 shall be a Common Expense of those Apartments, the costs thereof to be borne equally by each of the seven Apartment owners assessed specially by the Board of Directors and secured by a lien for Common Expenses.

PERCENTAGE OF UNDIVIDED INTEREST: The Declaration states that the percentage of undivided interest in the Common Elements appertaining to each Apartment and its owner for all purposes, including voting, shall be as follows:

(a) For each of the 240 one-bedroom Apartments having floor plan A, A-Reverse, A-1, A-1-Reverse or A-2 as shown on Exhibit "A", the undivided percentage interest shall be 0.20%;

(b) For each of the 96 one-bedroom Apartments having floor plan B or B-Reverse, as shown on Exhibit "A", the undivided percentage interest shall be 0.24%;



(c) For each of the 42 two-bedroom Apartments having floor plans D, D-Reverse, D-1, D-1-Reverse, D-2, D-2-Reverse or D-3, as shown on Exhibit "A", the undivided percentage interest shall be 0.52%; and

(d) For each of the 7 three-bedroom Apartments having floor plans F, F-Reverse, F-1, F-1-Reverse, F-2, F-2-Reverse or F-3, as shown on Exhibit "A", the undivided percentage interest shall be 1.017%.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration states that the purposes for which the building and other improvements and each of the condominium units are intended and shall be restricted as to use are as follows:

"(a) The use and operation of the Project is subject to (i) each condition and restriction set forth in The Act, (ii) the provisions of this Declaration, and (iii) the provisions of the Bylaws.

(b) The Apartments hereinabove described shall at all times be used only for a private dwelling for the owner, his family, tenants and social guests.

(c) The owner of an Apartment shall not use the same for any purpose which will injure the reputation of the Project or reduce the value thereof. Such owner shall not suffer anything to be done or kept in his Apartment or elsewhere in or on the Project which will jeopardize the soundness of the Project, impair any easement or hereditament of the Project or interfere with or unreasonably disturb the rights of other Apartment owners, or increase the rate of fire insurance on the buildings or the contents thereof."

OWNERSHIP TO TITLE: A Preliminary Report, dated September 10, 1974, issued by Title Guaranty of Hawaii, Incorporated, a copy of which has been filed with the Commission, reveals that the fee simple title to the Land submitted to the Project is vested in the Developer, Asahi Development Hawaii Corporation.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report of September 10, 1974, by Title Guaranty of Hawaii, Incorporated, reflects the following encumbrances against the seven parcels (identified as "FIRST" through "SEVENTH", inclusive) comprising the Land:

1. As to FIRST:

A. The perpetual right and easement reserved by Alexander Young Estate, Limited, etc., as mentioned in Transfer Certificate of Title No. 146,549;

B. A Grant in favor of the City and County of Honolulu, dated October 7, 1966, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 403564, granting easement for sewer.

2. As to SECOND:

A. As to Lots 98 and 99: The reservation as set forth in Deed dated September 8, 1927, filed as aforesaid as Document No. 13738;

B. As to Lot 100 only: The reservation as set forth in Deed dated November 9, 1928, filed as aforesaid as Document No. 16883;

C. As to Lots 99 and 100 only:

(1) Final Order of Condemnation, Civil No. 22454, dated May 26, 1970, filed as aforesaid as Document No. 502601, in favor of the City and County of Honolulu, condemning an easement for right of way;

(2) Delineation of easement for sanitary sewer, as shown on Map 110, as set forth by Land Court Order No. 31886, filed July 2, 1970;

3. As to THIRD:

A. The reservation as set forth in Deed dated October 23, 1936, filed as aforesaid as Document No. 37705;

B. Final Order of Condemnation, Civil No. 22971, dated October 17, 1969, filed as aforesaid as Document No. 486932, in favor of the City and County of Honolulu, condemning an easement for sewer over Lot 97;

C. Delineation of easement for sanitary sewer over said Lot, as shown on Map 103, as set forth by Land Court Order No. 30944, filed December 1, 1969;

4. As to FOURTH:

A. The reservation as set forth in Deed dated October 1, 1927, filed as aforesaid as Document No. 15454;

B. Delineation of easement for sanitary sewer over and across Lot 263, as shown on Maps 73 and 83, as set forth by Land Court Order No. 26551, filed December 14, 1966;

C. Grant in favor of the City and County of Honolulu, dated September 1, 1966, filed as aforesaid as Document No. 406472;

5. As to FIFTH:

A. The perpetual easement as reserved in Deed dated January 25, 1928, filed as aforesaid as Document No. 14727;

B. Delineation of easement for sanitary sewer over and across Lot 102, as shown on Map 84, as set forth by Land Court Order No. 27343, filed July 28, 1967;

C. Grant in favor of the City and County of Honolulu, dated May 15, 1967, filed as aforesaid as Document No. 422537;

6. As to SIXTH: Grant in favor of the City and County of Honolulu, dated March 11, 1967, filed as aforesaid as Document No. 414846, granting easement for sewer;

7. As to SEVENTH:

A. Final Order of Condemnation, Civil No. 21971, dated January 10, 1968, filed as aforesaid as Document No. 435337, in favor of the City and County of Honolulu, condemning an easement for sewer over portion of Lot 68;

B. Delineation of Easement for sanitary sewer over and across Lot 68, as shown on Map 94, as set forth by Land Court Order No. 28277, filed March 27, 1968.

8. As to parcels "FIRST" through "SEVENTH" inclusive: For Real Property Taxes, reference is hereby made to the Office of the Tax Assessor, First Division.

PURCHASE MONEY HANDLING: An Escrow Agreement dated September 27, 1974, has been executed and a copy of same has been filed with the Commission. The Escrow Agent is First Hawaiian Bank, a Hawaii corporation. Upon examination the Specimen Sales Contract and the executed Escrow Agreement are found to be in consonance with Chapter 514, Hawaii Revised Statutes, as amended, and particularly Sections 514-15(6) and 514-35 through 514-40.

It is incumbent upon the purchaser and prospective purchaser that he reads with care the Sales Contract and the executed Escrow Agreement. The latter Agreement establishes how the proceeds from the sale of condominium units are placed in trust, as well as how such funds are retained and disbursed. The Escrow Agreement also provides in part that:

"A Buyer shall be entitled to a return of his funds, and the Escrowee shall pay such funds to such Buyer, without interest, promptly after request for return by the Buyer if any one of the following has occurred:

(a) The Seller has requested the Escrowee in writing to return to the Buyer the funds of the Buyer then being held hereunder by Escrowee; or

(b) The Seller has notified the Escrowee of Seller's exercise of the option to rescind the Sales Contract pursuant to any right of rescission stated therein or otherwise available to the Seller; or

(c) Either the Seller or the Buyer has notified the Escrowee that the Buyer's funds were obtained prior to the issuance of a Final Public Report for the Project and either (i) such Final Public Report differs in any material respect from the Preliminary Public Report (as defined in Chap. 514, H.R.S.) for the Project, or (ii) there is any change in the condominium building plans subsequent to the execution of the Sales Contract requiring approval of a county officer having jurisdiction over issuance of permits for construction of buildings, unless in either case the Buyer has given written approval or acceptance of the specific change; or

(d) The Seller has not delivered to the Escrowee a Final Public Report issued within one (1) year of the date of the issuance of such Preliminary Public Report.

Upon return of such funds to the Buyer, the Escrowee shall return to the Seller the Buyer's Sales Contract and any conveyancing documents theretofore delivered to the Escrowee; and thereupon the Buyer shall no longer be obligated under the Sales Contract. Other documents held by the Escrowee relating to the sale

of the Apartment identified in such Sales Contract will be returned to the person from whom, or entity from which, they were received.

Upon the occurrence of any event specified above, the Escrowee shall be entitled to a reasonable fee of \$25.00 to compensate it for services rendered prior to such event."

HOUSE RULES: The proposed House Rules provide in part that only one dog or one cat may be kept and maintained within an apartment, without the prior consent of the Board. Other pets are allowed only upon prior approval of the Board.

MANAGEMENT AND OPERATIONS: The Specimen Bylaws of the Association of Apartment Owners vest the Board of Directors with the powers and duties necessary for the administration of the affairs of the Project. The Board of Directors may employ necessary personnel to carry out management and operation of the Project. An initial Managing Agent has been identified in the Bylaws as First Hawaiian Bank and a specimen form of Management Agreement has been submitted as part of the registration.


FINANCING OF THE PROJECT: The Developer has arranged for financing the construction cost of the Project with First Hawaiian Bank. The Developer has obtained a commitment from First Hawaiian Bank to provide purchase money mortgage financing for individual apartment purchasers.

STATUS OF PROJECT: The Developer executed a Construction Contract, dated June 27, 1974, with Hawaiian Dredging and Construction Company, a division of Dillingham Corporation. Construction of the Project began July 8, 1974, and is presently expected to be completed in May, 1976.

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The purchaser or prospective purchaser should be cognizant of the fact that this report represents information disclosed by the Developer in the required Notice of Intention submitted October 16, 1974.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 731 filed with the Commission on October 16, 1974.

The report when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be yellow.

  
(For) DOUGLAS R. SODEVANI, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:  
Department of Taxation  
Bureau of Conveyances  
Planning Department, City and County  
of Honolulu  
Federal Housing Administration  
First Hawaiian Bank  
REGISTRATION NO. 731  
October 21, 1974

<u>Apartment Number</u>	<u>Floor Plan</u>	<u>Total Square Feet Including Lanais</u>	<u>Parking Stalls</u>	<u>Percentage Interest in Common Elements</u>
Eighth Floor				
801	B rev.	614	801R	0.24%
802	A rev.	516	802C	0.20%
803	A2	516	803C	0.20%
804	A	516	804C	0.20%
805	B	614	805R	0.24%
806	A1	512	806R	0.20%
807	A1 rev.	512	807R	0.20%
808	B rev.	614	808R	0.24%
809	A rev.	516	809R	0.20%
810	A2	516	810R	0.20%
811	A	516	811R	0.20%
812	B	614	812R	0.24%
813	A1	512	813R	0.20%
814	A1 rev.	512	814R	0.20%
Ninth Floor				
901	B rev.	614	901R	0.24%
902	A rev.	516	902C	0.20%
903	A2	516	903C	0.20%
904	A	516	904C	0.20%
905	B	614	905R	0.24%
906	A1	512	906R	0.20%
907	A1 rev.	512	907R	0.20%
908	B rev.	614	908R	0.24%
909	A rev.	516	909R	0.20%
910	A2	516	910R	0.20%
911	A	516	911R	0.20%
912	B	614	912R	0.24%
913	A1	512	913R	0.20%
914	A1 rev.	512	914R	0.20%
Tenth Floor				
1001	B rev.	614	1001R	0.24%
1002	A rev.	516	1002C	0.20%
1003	A2	516	1003C	0.20%
1004	A	516	1004C	0.20%
1005	B	614	1005R	0.24%
1006	A1	512	1006R	0.20%
1007	A1 rev.	512	1007R	0.20%
1008	B rev.	614	1008R	0.24%
1009	A rev.	516	1009R	0.20%
1010	A2	516	1010R	0.20%
1011	A	516	1011R	0.20%
1012	B	614	1012R	0.24%
1013	A1	512	1013R	0.20%
1014	A1 rev.	512	1014R	0.20%

Parking Stall Designations: R = Regular size stall  
C = Compact size stall  
TD = Tandem stall having space for two (2) vehicles of the sizes designated

<u>Apartment Number</u>	<u>Floor Plan</u>	<u>Total Square Feet Including Lanais</u>	<u>Parking Stalls</u>	<u>Percentage Interest in Common Elements</u>
Eleventh Floor				
1101	B rev.	614	1101R	0.24%
1102	A rev.	516	1102C	0.20%
1103	A2	516	1103C	0.20%
1104	A	516	1104C	0.20%
1105	B	614	1105R	0.24%
1106	A1	512	1106R	0.20%
1107	A1 rev.	512	1107R	0.20%
1108	B rev.	614	1108R	0.24%
1109	A rev.	516	1109R	0.20%
1110	A2	516	1110R	0.20%
1111	A	516	1111R	0.20%
1112	B	614	1112R	0.24%
1113	A1	512	1113R	0.20%
1114	A1 rev.	512	1114R	0.20%
Twelfth Floor				
1201	B rev.	614	1201R	0.24%
1202	A rev.	516	1202C	0.20%
1203	A2	516	1203C	0.20%
1204	A	516	1204C	0.20%
1205	B	614	1205R	0.24%
1206	A1	512	1206R	0.20%
1207	A1 rev.	512	1207R	0.20%
1208	B rev.	614	1208R	0.24%
1209	A rev.	516	1209R	0.20%
1210	A2	516	1210R	0.20%
1211	A	516	1211R	0.20%
1212	B	614	1212R	0.24%
1213	A1	512	1213R	0.20%
1214	A1 rev.	512	1214R	0.20%
Thirteenth Floor				
1301	B rev.	614	1301R	0.24%
1302	A rev.	516	1302C	0.20%
1303	A2	516	1303C	0.20%
1304	A	516	1304C	0.20%
1305	B	614	1305R	0.24%
1306	A1	512	1306R	0.20%
1307	A1 rev.	512	1307R	0.20%
1308	B rev.	614	1308R	0.24%
1309	A rev.	516	1309R	0.20%
1310	A2	516	1310R	0.20%
1311	A	516	1311R	0.20%
1312	B	614	1312R	0.24%
1313	A1	512	1313R	0.20%
1314	A1 rev.	512	1314R	0.20%

<u>Apartment Number</u>	<u>Floor Plan</u>	<u>Total Square Feet Including Lanais</u>	<u>Parking Stalls</u>	<u>Percentage Interest in Common Elements</u>
<b>Fourteenth Floor</b>				
1401	B rev.	614	1401R	0.24%
1402	A rev.	516	1402C	0.20%
1403	A2	516	1403C	0.20%
1404	A	516	1404C	0.20%
1405	B	614	1405R	0.24%
1406	A1	512	1406R	0.20%
1407	A1 rev.	512	1407R	0.20%
1408	B rev.	614	1408R	0.24%
1409	A rev.	516	1409R	0.20%
1410	A2	516	1410R	0.20%
1411	A	516	1411R	0.20%
1412	B	614	1412R	0.24%
1413	A1	512	1413R	0.20%
1414	A1 rev.	512	1414R	0.20%
<b>Fifteenth Floor</b>				
1501	B rev.	614	1501R	0.24%
1502	A rev.	516	1502C	0.20%
1503	A2	516	1503C	0.20%
1504	A	516	1504C	0.20%
1505	B	614	1505R	0.24%
1506	A1	512	1506R	0.20%
1507	A1 rev.	512	1507R	0.20%
1508	B rev.	614	1508R	0.24%
1509	A rev.	516	1509R	0.20%
1510	A2	516	1510R	0.20%
1511	A	516	1511R	0.20%
1512	B	614	1512R	0.24%
1513	A1	512	1513R	0.20%
1514	A1 rev.	512	1514R	0.20%
<b>Sixteenth Floor</b>				
1601	B rev.	614	1601R	0.24%
1602	A rev.	516	1602C	0.20%
1603	A2	516	1603C	0.20%
1604	A	516	1604C	0.20%
1605	B	614	1605R	0.24%
1606	A1	512	1606R	0.20%
1607	A1 rev.	512	1607R	0.20%
1608	B rev.	614	1608R	0.24%
1609	A rev.	516	1609R	0.20%
1610	A2	516	1610R	0.20%
1611	A	516	1611R	0.20%
1612	B	614	1612R	0.24%
1613	A1	512	1613R	0.20%
1614	A1 rev.	512	1614R	0.20%

<u>Apartment Number</u>	<u>Floor Plan</u>	<u>Total Square Feet Including Lanais</u>	<u>Parking Stalls</u>	<u>Percentage Interest in Common Elements</u>
<b>Seventeenth Floor</b>				
1701	B rev.	614	1701R	0.24%
1702	A rev.	516	1702C	0.20%
1703	A2	516	1703C	0.20%
1704	A	516	1704C	0.20%
1705	B	614	1705R	0.24%
1706	A1	512	1706R	0.20%
1707	A1 rev.	512	1707R	0.20%
1708	B rev.	614	1708R	0.24%
1709	A rev.	516	1709R	0.20%
1710	A2	516	1710R	0.20%
1711	A	516	1711R	0.20%
1712	B	614	1712R	0.24%
1713	A1	512	1713R	0.20%
1714	A1 rev.	512	1714R	0.20%
<b>Eighteenth Floor</b>				
1801	B rev.	614	1801R	0.24%
1802	A rev.	516	1802C	0.20%
1803	A2	516	1803C	0.20%
1804	A	516	1804C	0.20%
1805	B	614	1805R	0.24%
1806	A1	512	1806R	0.20%
1807	A1 rev.	512	1807R	0.20%
1808	B rev.	614	1808R	0.24%
1809	A rev.	516	1809R	0.20%
1810	A2	516	1810R	0.20%
1811	A	516	1811R	0.20%
1812	B	614	1812R	0.24%
1813	A1	512	1813R	0.20%
1814	A1 rev.	512	1814R	0.20%
<b>Nineteenth Floor</b>				
1901	B rev.	614	1901R	0.24%
1902	A rev.	516	1902C	0.20%
1903	A2	516	1903C	0.20%
1904	A	516	1904C	0.20%
1905	B	614	1905R	0.24%
1906	A1	512	1906R	0.20%
1907	A1 rev.	512	1907R	0.20%
1908	B rev.	614	1908R	0.24%
1909	A rev.	516	1909R	0.20%
1910	A2	516	1910R	0.20%
1911	A	516	1911R	0.20%
1912	B	614	1912R	0.24%
1913	A1	512	1913R	0.20%
1914	A1 rev.	512	1914R	0.20%



<u>Apartment Number</u>	<u>Floor Plan</u>	<u>Total Square Feet Including Lanais</u>	<u>Parking Stalls</u>	<u>Percentage Interest in Common Elements</u>
Twentieth Floor				
2001	B rev.	614	2001R	0.24%
2002	A rev.	516	2002C	0.20%
2003	A2	516	2003C	0.20%
2004	A	516	2004C	0.20%
2005	B	614	2005R	0.24%
2006	A1	512	2006R	0.20%
2007	A1 rev.	512	2007R	0.20%
2008	B rev.	614	2008R	0.24%
2009	A rev.	516	2009R	0.20%
2010	A2	516	2010R	0.20%
2011	A	516	2011R	0.20%
2012	B	614	2012R	0.24%
2013	A1	512	2013R	0.20%
2014	A1 rev.	512	2014R	0.20%
Twenty-first Floor				
2101	B rev.	614	2101R	0.24%
2102	A rev.	516	2102R	0.20%
2103	A2	516	2103R	0.20%
2104	A	516	2104R	0.20%
2105	B	614	2105R	0.24%
2106	A1	512	2106R	0.20%
2107	A1 rev.	512	2107R	0.20%
2108	B rev.	614	2108R	0.24%
2109	A rev.	516	2109R	0.20%
2110	A2	516	2110R	0.20%
2111	A	516	2111R	0.20%
2112	B	614	2112R	0.24%
2113	A1	512	2113R	0.20%
2114	A1 rev.	512	2114R	0.20%
Twenty-second Floor				
2201	B rev.	614	2201R	0.24%
2202	A rev.	516	2202R	0.20%
2203	A2	516	2203R	0.20%
2204	A	516	2204R	0.20%
2205	B	614	2205R	0.24%
2206	A1	512	2206R	0.20%
2207	A1 rev.	512	2207R	0.20%
2208	B rev.	614	2208R	0.24%
2209	A rev.	516	2209R	0.20%
2210	A2	516	2210R	0.20%
2211	A	516	2211R	0.20%
2212	B	614	2212R	0.24%
2213	A1	512	2213R	0.20%
2214	A1 rev.	512	2214R	0.20%

<u>Apartment Number</u>	<u>Floor Plan</u>	<u>Total Square Feet Including Lanais</u>	<u>Parking Stalls</u>	<u>Percentage Interest in Common Elements</u>
<b>Twenty-third Floor</b>				
2301	B rev.	614	2301R	0.24%
2302	A rev.	516	2302R	0.20%
2303	A2	516	2303R	0.20%
2304	A	516	2304R	0.20%
2305	B	614	2305R	0.24%
2306	A1	512	2306R	0.20%
2307	A1 rev.	512	2307R	0.20%
2308	B rev.	614	2308R	0.24%
2309	A rev.	516	2309R	0.20%
2310	A2	516	2310R	0.20%
2311	A	516	2311R	0.20%
2312	B	614	2312R	0.24%
2313	A1	512	2313R	0.20%
2314	A1 rev.	512	2314R	0.20%
<b>Twenty-fourth Floor</b>				
2401	B rev.	614	2401R	0.24%
2402	A rev.	516	2402R	0.20%
2403	A2	516	2403R	0.20%
2404	A	516	2404R	0.20%
2405	B	614	2405R	0.24%
2406	A1	512	2406R	0.20%
2407	A1 rev.	512	2407R	0.20%
2408	B rev.	614	2408R	0.24%
2409	A rev.	516	2409R	0.20%
2410	A2	516	2410R	0.20%
2411	A	516	2411R	0.20%
2412	B	614	2412R	0.24%
2413	A1	512	2413R	0.20%
2414	A1 rev.	512	2414R	0.20%
<b>Twenty-fifth Floor</b>				
2501	B rev.	614	2501R	0.24%
2502	A rev.	516	2502R	0.20%
2503	A2	516	2503R	0.20%
2504	A	516	2504R	0.20%
2505	B	614	2505R	0.24%
2506	A1	512	2506R	0.20%
2507	A1 rev.	512	2507R	0.20%
2508	B rev.	614	2508R	0.24%
2509	A rev.	516	2509R	0.20%
2510	A2	516	2510R	0.20%
2511	A	516	2511R	0.20%
2512	B	614	2512R	0.24%
2513	A1	512	2513R	0.20%
2514	A1 rev.	512	2514R	0.20%

<u>Apartment Number</u>	<u>Floor Plan</u>	<u>Total Square Feet Including Lanais</u>	<u>Parking Stalls</u>	<u>Percentage Interest in Common Elements</u>
<b>Twenty-sixth Floor</b>				
2601	B rev.	614	2601R	0.24%
2602	A rev.	516	2602R	0.20%
2603	A2	516	2603R	0.20%
2604	A	516	2604R	0.20%
2605	B	614	2605R	0.24%
2606	A1	512	2606R	0.20%
2607	A1 rev.	512	2607R	0.20%
2608	B rev.	614	2608R	0.24%
2609	A rev.	516	2609R	0.20%
2610	A2	516	2610R	0.20%
2611	A	516	2611R	0.20%
2612	B	614	2612R	0.24%
2613	A1	512	2613R	0.20%
2614	A1 rev.	512	2614R	0.20%
<b>Twenty-seventh Floor</b>				
2701	B rev.	614	2701R	0.24%
2702	A rev.	516	2702R	0.20%
2703	A2	516	2703R	0.20%
2704	A	516	2704R	0.20%
2705	B	614	2705R	0.24%
2706	A1	512	2706R	0.20%
2707	A1 rev.	512	2707R	0.20%
2708	B rev.	614	2708R	0.24%
2709	A rev.	516	2709R	0.20%
2710	A2	516	2710R	0.20%
2711	A	516	2711R	0.20%
2712	B	614	2712R	0.24%
2713	A1	512	2713R	0.20%
2714	A1 rev.	512	2714R	0.20%
<b>Twenty-eighth Floor</b>				
2801	B rev.	614	2801R	0.24%
2802	A rev.	516	2802R	0.20%
2803	A2	516	2803R	0.20%
2804	A	516	2804R	0.20%
2805	B	614	2805R	0.24%
2806	A1	512	2806R	0.20%
2807	A1 rev.	512	2807R	0.20%
2808	B rev.	614	2808R	0.24%
2809	A rev.	516	2809R	0.20%
2810	A2	516	2810R	0.20%
2811	A	516	2811R	0.20%
2812	B	614	2812R	0.24%
2813	A1	512	2813R	0.20%
2814	A1 rev.	512	2814R	0.20%

<u>Apartment Number</u>	<u>Floor Plan</u>	<u>Total Square Feet Including Lanais</u>	<u>Parking Stalls</u>	<u>Percentage Interest in Common Elements</u>
Twenty-ninth Floor				
2901	B rev.	614	2901R	0.24%
2902	A rev.	516	2902R	0.20%
2903	A2	516	2903R	0.20%
2904	A	516	2904R	0.20%
2905	B	614	2905R	0.24%
2906	A1	512	2906R	0.20%
2907	A1 rev.	512	2907R	0.20%
2908	B rev.	614	2908R	0.24%
2909	A rev.	516	2909R	0.20%
2910	A2	516	2910R	0.20%
2911	A	516	2911R	0.20%
2912	B	614	2912R	0.24%
2913	A1	512	2913R	0.20%
2914	A1 rev.	512	2914R	0.20%
Thirtieth Floor				
3001	B rev.	614	3001R	0.24%
3002	A rev.	516	3002R	0.20%
3003	A2	516	3003R	0.20%
3004	A	516	3004R	0.20%
3005	B	614	3005R	0.24%
3006	A1	512	3006R	0.20%
3007	A1 rev.	512	3007R	0.20%
3008	B rev.	614	3008R	0.24%
3009	A rev.	516	3009R	0.20%
3010	A2	516	3010R	0.20%
3011	A	516	3011R	0.20%
3012	B	614	3012R	0.24%
3013	A1	512	3013R	0.20%
3014	A1 rev.	512	3014R	0.20%
Thirty-first Floor				
3101	B rev.	614	3101R	0.24%
3102	A rev.	516	3102R	0.20%
3103	A2	516	3103R	0.20%
3104	A	516	3104R	0.20%
3105	B	614	3105R	0.24%
3106	A1	512	3106R	0.20%
3107	A1 rev.	512	3107R	0.20%
3108	B rev.	614	3108R	0.24%
3109	A rev.	516	3109R	0.20%
3110	A2	516	3110R	0.20%
3111	A	516	3111R	0.20%
3112	B	614	3112R	0.24%
3113	A1	512	3113R	0.20%
3114	A1 rev.	512	3114R	0.20%

<u>Apartment Number</u>	<u>Floor Plan</u>	<u>Total Square Feet Including Lanais</u>	<u>Parking Stalls</u>	<u>Percentage Interest in Common Elements</u>
Thirty-second Floor				
3201	D2 rev.	1,295	3201R - 3201C	0.52%
3202	D rev.	1,421	3202R - 3202C	0.52%
3203	D3	1,274	3203R - 3203C	0.52%
3204	D	1,421	3204R - 3204C	0.52%
3205	D2	1,295	3205R - 3205C	0.52%
3206	D1	1,494	3206R - 3206C	0.52%
3207	D1 rev.	1,494	3207R - 3207C	0.52%
Thirty-third Floor				
3301	D2 rev.	1,295	3301R - 3301C	0.52%
3302	D rev.	1,421	3302R - 3302C	0.52%
3303	D3	1,274	3303R - 3303C	0.52%
3304	D	1,421	3304R - 3304C	0.52%
3305	D2	,295	3305R - 3305C	0.52%
3306	D1	,494	3306R - 3306C	0.52%
3307	D1 rev.	1,494	3307R - 3307C	0.52%
Thirty-fourth Floor				
3401	D2 rev.	1,295	3401R - 3401C	0.52%
3402	D rev.	1,421	3402R - 3402C	0.52%
3403	D3	1,274	3403R - 3403C	0.52%
3404	D	1,421	3404R - 3404C	0.52%
3405	D2	1,295	3405R - 3405C	0.52%
3406	D1	1,494	3406R - 3406C	0.52%
3407	D1 rev.	1,494	3407R - 3407C	0.52%
Thirty-fifth Floor				
3501	D2 rev.	1,295	3501R - 3501C	0.52%
3502	D rev.	1,421	3502R - 3502C	0.52%
3503	D3	1,274	3503R - 3503C	0.52%
3504	D	1,421	3504R - 3504C	0.52%
3505	D2	1,295	3505R - 3505C	0.52%
3506	D1	1,494	3506R - 3506C	0.52%
3507	D1 rev.	1,494	3507R - 3507C	0.52%
Thirty-sixth Floor				
3601	D2 rev.	1,295	3601R - 3601C	0.52%
3602	D rev.	1,421	3602R - 3602C	0.52%
3603	D3	1,274	3603R - 3603C	0.52%
3604	D	1,421	3604R - 3604C	0.52%
3605	D2	1,295	3605R - 3605C	0.52%
3606	D1	1,494	3606R - 3606C	0.52%
3607	D1 rev.	1,494	3607R - 3607C	0.52%

<u>Apartment Number</u>	<u>Floor Plan</u>	<u>Total Square Feet Including Lanais</u>	<u>Parking Stalls</u>	<u>Percentage Interest in Common Elements</u>
Thirty-seventh Floor				
3701	D2 rev.	1,295	3701R - 3701C	0.52%
3702	D rev.	1,421	3702R - 3702C	0.52%
3703	D3	1,274	3703R - 3703C	0.52%
3704	D	1,421	3704R - 3704C	0.52%
3705	D2	1,295	3705R - 3705C	0.52%
3706	D1	1,494	3706R - 3706C	0.52%
3707	D1 rev.	1,494	3707R - 3707C	0.52%

Thirty-eighth and Thirty-ninth Floors

3801	F2 rev.	2,235	3801R - 3801R	1.017%
3802	F rev.	2,459	3802R - 3802R	1.017%
3803	F 3	2,216	3803R - 3803R	1.017%
3804	F	2,459	3804TD(R+C) - 3804R	1.017%
3805	F2	2,235	3805TD(R+C) - 3805R	1.017%
3806	F1	2,673	3806TD(R+C) - 3806R	1.017%
3807	F1 rev.	2,673	3807TD(R+C) - 3807R	1.017%

UNASSIGNED PARKING STALLS

<u>Number</u>	<u>Number</u>	<u>Number</u>
001R	013R	025 TD (C & C)
002R	014R	026 TD (C & C)
003R	015TD (C & C)	027 TD (R & C)
004R	016TD (C & C)	028 TD (R & C)
005R	017TD (R & R)	029 TD (C & C)
006R	018TD (C & C)	030 TD (C & C)
007R	019TD (R & C)	031 TD (R & C)
008R	020TD (R & C)	032 TD (R & C)
009R	021TD (C & C)	033 TD (C & C)
010R	022TD (C & C)	034 TD (C & C)
011R	023TD (R & C)	035 TD (R & C)
012R	024TD (R & C)	036 TD (R & C)
		701 R (MANAGER)
		701 R (MANAGER)