



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

CONDOMINIUM PUBLIC REPORT

on

1515 PELE STREET

1515 Pele Street
 Honolulu, Hawaii 96813

Registration No. 2456

Issued: July 31, 1991
 Expires: August 31, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of June 5, 1991, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

- PRELIMINARY:**
(yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.
- FINAL:**
(white) The developer has legally created a condominium and has filed complete information with the Commission.
 No prior reports have been issued
 Supersedes all prior public reports
 Must be read together with _____
- SUPPLEMENTARY:**
(pink) Updates information contained in the
 Prelim. Public Report dated _____
 Final Public Report dated _____
 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 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:

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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

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
A	1	3/3	1,347	65
B	1	3/3	1,434	_____
C	1	3/3	1,434	_____
D	1	3/3	1,434	_____
E	1	3/3	1,434	_____
F	1	3/3	1,430	_____

Total Apartments: 6

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

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

6. Parking:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	_____
Guest Stalls	<u>1</u>
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: <u>Garage</u>	<u>12</u>
Total Parking Stalls	<u><u>13</u></u>

7. Recreational amenities: None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Y-S-T (HAWAII), INC. Phone: 531-4171
Name (Business)
201 Merchant Street, #902
Business Address
Honolulu, Hawaii 96813

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

Masanobu Shimada President/Secretary
Tomoji Abe Vice President/Treasurer

Real Estate Broker: George H. Sakoda Realty Phone: 538-1948
Name (Business)
1305 South King Street
Business Address
Honolulu, Hawaii 96814

Escrow: Long & Melone Escrow, Ltd. Phone: 531-3189
Name (Business)
810 Richards Street, Suite 644
Business Address
Honolulu, Hawaii 96813

General Contractor: J. Tamashiro, Inc. Phone: 847-2651
Name (Business)
1628 Democrat Street
Business Address
Honolulu, Hawaii 96819

Condominium Managing Agent: Michael's Realty and Management Inc. Phone: 537-5973
Name (Business)
1021 Smith Street, Suite 204
Business Address
Honolulu, Hawaii 96817

Attorney for Developer: Gerald I. Fujita Phone: 531-4171
Name (Business)
201 Merchant Street, Suite 902
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 No. 91-049045
Book _____ Page _____
 Filed - Land Court - Document No. _____

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. 1486
 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 No. 91-049046
Book _____ Page _____
 Filed - Land Court - Document No. _____

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	---	<u>Majority of Board of Directors</u>

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:

Before the first conveyance of an apartment to a purchaser, the developer may change the Declaration, Condominium Map, By-Laws and House Rules in any manner without any purchaser's consent. After the first conveyance, the developer may, without any purchaser's consent, change the Declaration (and, if applicable, the Condominium Map), to (a) transfer parking stalls owned by the developer to another apartment, and (b) file the architect's certificate required under the Condominium Property Act (Chapter 514A, Hawaii Revised Statutes).

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: 1515 Pele Street Tax Map Key: (1)2-1-21-05
Honolulu, Hawaii 96813 (TMK)

Address TMK is expected to change because N/A

Land Area: 9,000 square feet acre(s) Zoning: A-2

Fee Owner: Y-S-T (HAWAII), INC.
Name
201 Merchant Street, #902
Address
Honolulu, Hawaii 96813

Sublessor: N/A
Name

Address

C Buildings and Other Improvements:

- 1. New Building(s) Conversion of Existing Building(s)
 Both New Building(s) and Conversion
- 2. Buildings: One (1) Floors Per Building Two (2) plus basement
 Exhibit _____ contains further explanations.
- 3. Principal Construction Material:
 Concrete Hollow Tile Wood
 Other Glass and allied building materials

4. Permitted Uses by Zoning:

	No. of <u>Apts.</u>	Use Determined <u>By Zoning</u>		No. of <u>Apts.</u>	Use Determined <u>By Zoning</u>
<input type="checkbox"/> Commercial	_____	_____	<input type="checkbox"/> Industrial	_____	_____
<input checked="" type="checkbox"/> Residential	<u>6</u>	<u>Yes</u>	<input type="checkbox"/> Agricultural	_____	_____
<input type="checkbox"/> Timeshare/Hotel	_____	_____	<input type="checkbox"/> Recreational	_____	_____
<input type="checkbox"/> Other: _____				_____	_____

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

Yes No

5. Special Use Restrictions:

The Declaration, Bylaws, and House Rules may contain restrictions on the use and occupancy of apartments. Restrictions for this condominium project include but are not limited to:

- Pets: _____
- Number of Occupants: Not more than two persons per bedroom contained in each apartment, excluding children under age 5.
- Other: In no event shall the number of occupants exceed three per bedroom, inclusive of children under age 5
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators none Stairways 2 per unit Trash Chutes none

<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>1</u>	<u>3/3</u>	<u>1,347</u>	<u>65</u>
<u>B</u>	<u>1</u>	<u>3/3</u>	<u>1,434</u>	<u>---</u>
<u>C</u>	<u>1</u>	<u>3/3</u>	<u>1,434</u>	<u>---</u>
<u>D</u>	<u>1</u>	<u>3/3</u>	<u>1,434</u>	<u>---</u>
<u>E</u>	<u>1</u>	<u>3/3</u>	<u>1,434</u>	<u>---</u>
<u>F</u>	<u>1</u>	<u>3/3</u>	<u>1,430</u>	<u>---</u>

Total Apartments: 6

*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 shall be the inner decorated or finished surfaces of the walls, floors and ceilings adjoining and connected thereto. Each apartment shall be deemed to include the walls and partitions which are not load-bearing and which are within its perimeter walls, doors and door frames, windows and window frames, all ducts, pipes, wires and conduits, which serve only one apartment, and all stairway entrances made for the exclusive use of an apartment and all fixtures originally install therein.

Permitted Alterations to Apartments: No alterations are permitted without the prior approval of the Board of Directors of the Association. In addition, certain provisions of the Condominium Property Act (Chapter 514A, Hawaii Revised Statutes) prohibit certain types of material changes without the consent of other apartment owners.

7. Parking Stalls:

Total Parking Stalls: 13

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for individual units)	_____	_____	_____	_____	_____	_____	_____
Guest	_____	_____	_____	<u>1</u>	_____	_____	<u>1</u>
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra Available for Purchase	_____	_____	_____	_____	_____	_____	_____
Other: Garage	<u>12</u>	_____	_____	_____	_____	_____	<u>12</u>
Total Covered & Open	<u>12</u>	_____	<u>1</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 _____ 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
- Recreation Area
- Tennis Court
- Other: _____
- Storage Area
- Laundry Area
- Trash Chute

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. 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 C (Reserved)

as follows:

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

Exhibit _____ describes the common interests for each apartment.

As follows:

Apartment A:	15.433%
Apartment B:	17.174%
Apartment C:	17.174%
Apartment D:	17.174%
Apartment E:	17.174%
Apartment F:	15.871%

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

Exhibit D describes the encumbrances against the title contained in the title report dated April 18, 1991 and issued by Long & Melone Escrow, Ltd. .

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

There are no blanket liens affecting title to the individual apartments.

There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest if Developer Defaults</u>
Mortgage	Any mortgage liens will be released prior to the conveyance of an apartment to a purchaser. In the event of Developer's default, the Buyer's deposit shall be returned, and the Buyer may lose all rights to acquire the apartment.

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:

not affiliated with the Developer.

the Developer or the Developer's affiliate.

self-managed by the Association of Apartment Owners.

other _____

G. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided to each apartment.

Exhibit E contains a schedule of maintenance fees and maintenance fee disbursements.

H. Utility Charges for Apartments:

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

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

One (1) year warranty on construction.

2. Appliances:

Range with hood; refrigerator; water heater; washer; dryer; disposal; dishwasher; ductless, split system air conditioning unit

J. Status of Construction and Estimated Completion Date:

Commence construction: January 19, 1991

Complete construction: October 1, 1991

K. Project Phases:

The developer has has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's Present Plans for Future Development: not applicable

L. Sales Documents Filed With the Real Estate Commission:

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

Notice to Owner Occupants

Specimen Sales Contract

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

Escrow Agreement dated October 2, 1990

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

Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

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

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

Final Report, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

1. The Developer delivers to the buyer a copy of:
 - a. Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report;
AND
 - b. Any other public report issued by the Commission prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
2. The buyer is given an opportunity to read the report(s); and
3. One of the following has occurred:
 - a. The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - b. Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - c. The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Condominium Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other _____

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs.

This Public Report is a part of Registration No. 2456 filed with the Real Estate Commission on May 2, 1991.

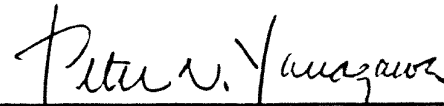
Reproduction of Report. When reproduced, this report must be on:

yellow paper stock

white paper stock

pink paper stock

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



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

Distribution:

Bureau of Conveyances
Department of Finance, City & County of Honolulu
Planning Department, City & County of Honolulu
Federal Housing Administration

EXHIBIT "A"

Description of Apartments

There are three types of apartments in the Project as follows:

Unit A: Unit A has three levels, consisting of a basement level with two parking stalls and a water heater area, a first level with a living/dining area, kitchen, one bedroom, one bathroom, storage-washer-dryer room, and an outside lanai area, and a second level with two bedrooms, two bathrooms, closet storage room and a loft area. The total net living area is 1,347 square feet, not including the loft area of 150 square feet, the lanai area of 65 square feet, and basement area of 353 square feet.

Units B, C, D, and E: These units also have three levels, consisting of a basement level with two parking stalls and a water heater area, a first level with a living/dining area, kitchen, one bedroom, one bathroom, and storage-washer-dryer room, and a second level with two bedrooms, two bathrooms, closet storage room and a loft area. The total net living area is 1,434 square feet, not including the loft area of 290 square feet and basement area of 357 square feet.

Unit F: Unit F also has three levels, consisting of a basement level with two parking stalls and a water heater area, a first level with a living/dining area, kitchen, one bedroom, one bathroom, and storage-washer-dryer room, and a second level with two bedrooms, two bathrooms, closet storage room and a loft area. The total net living area is 1,430 square feet, not including the loft area of 150 square feet and basement area of 353 square feet.

All units include kitchen with a range, dishwasher, refrigerator, disposal, a washer and dryer, hot water heater, and a garage door.

EXHIBIT "B"

Common Elements

The common elements include:

- a. The land in fee simple.
- b. The foundations, basement floor slabs, columns, girders, beams, supports, bearing walls, roofs, entry landings, and stairways in the building not within any of the apartments.
- c. The yards, landscaping, the driveway area including the one open guest parking stall, all of the landscaped yards and lawns.
- d. The central and appurtenant installations for services use or necessary to the existence, maintenance and safety of the Project.
- e. All licenses, leases, or contractual arrangements that the Association enters into for the purpose of providing parking, recreational amenities, including but not limited to swimming pools, tennis courts, meeting rooms, clubhouses, and management facilities for the use or benefit of the apartment owners, their tenants and/or guests.
- f. Any limited common elements that by the terms hereof shall become common elements.

EXHIBIT "C"

Limited Common Elements

(Reserved)

EXHIBIT "D"

Encumbrances Against Title

1. Grant of Easement in favor of Hawaiian Electric Company, Inc. and GTE Hawaiian Telephone Company Incorporated, dated June 18, 1959, recorded in Liber 3642 at Page 366 for power line purposes, along the westerly boundary of said Lot 7.

2. The CRM wall on the Westerly boundary straddles the boundary line and the 8 inch tile wall at the Southerly corner encroaches .20 feet into the subject property, as shown on survey plan of George A. Sumida, Registered Professional Surveyor, dated August 29, 1990.

3. Easement Agreement Permitting Wall Encroachment dated October 22, 1990, recorded as Document No. 90-170320 by and between Y-S-T (Hawaii), Inc., a Hawaii corporation, and Blanche Silva and John Da Silva permitting the owners of Tax Map Key 2-1-21-13 of an encroachment of a tile wall 8 inches wide, subject to the terms and conditions set forth therein.

4. That certain mortgage in favor of CITY BANK, a Hawaii corporation, dated October 22, 1990, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 90-170321.

5. That certain Financing Statement recorded November 7, 1990 as Document No. 90-170322, executed by Y-S-T (Hawaii), Inc., Debtor, in favor of City Bank, Secured Party.

6. Covenants, conditions, restrictions, reservations, easements, liens for assessments, option, powers of attorney, limitations on title, and all other provisions contained in or incorporated by reference in the Declaration of Horizontal Property Regime, dated October 2, 1990, recorded as Document No. 91-049045 (By-Laws dated March 25, 1991, recorded as Document No. 91-049046, Condominium Map No. 1486; any instrument creating the estate or interest herein set forth; and in any other allied instrument referred to in any of the instruments aforesaid.

7. For Real Property Taxes that may be due and owing, reference is made to the Office of the Tax Assessor, City and County of Honolulu.

EXHIBIT E

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months = <u>Yearly Total</u>	
A	\$142.75	\$1,713.00
B	158.86	1,906.32
C	158.86	1,906.32
D	158.86	1,906.32
E	158.86	1,906.32
F	<u>146.81</u>	<u>1,761.72</u>
Totals	\$925.00	\$11,100.00

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning		
Electricity		
<input checked="" type="checkbox"/> common elements only	\$150.00	\$1,800.00
<input type="checkbox"/> common elements and apartments		
Gas		
Refuse Collection		
Telephone		
Water and Sewer	200.00	2,400.00

Maintenance, Repairs and Supplies

Building	50.00	600.00
Grounds	100.00	1,200.00

Management

Management Fee	200.00	2,400.00
Payroll and Payroll Taxes		
Office Expenses	15.00	180.00

Insurance	90.00	1,080.00
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Reserves	50.00	600.00
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Taxes and Government Assessments

Audit Fees	50.00	600.00
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Other	<u>20.00</u>	<u>240.00</u>
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Totals	\$925.00	\$11,100.00
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NOTE: Start-up Fee: The above does not include a start-up fee equal to two (2) months maintenance fee, as an initial fee, and is not considered a payment of maintenance fees in **TOTAL** advance.

We, MICHAEL'S REALTY & MANAGEMENT, INC., 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.

MICHAEL'S REALTY AND MANAGEMENT,
INC.

By Mike Murrah
Its President
Date: 10-3-90

EXHIBIT "F"

Summary of Sales Contract

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

(a) A purchaser must obtain his own financing. A purchaser must apply for financing no later than ten (10) days after execution of the sales contract or issuance of the Final Public Report, whichever is later, and shall deliver a loan commitment to seller within 60 days after such application (90 days if buyer is a non-resident). Purchaser acknowledges that the Sales Contract is contingent on any financing after the issuance of the final public report.

(b) That a purchaser's money will be held in escrow, under the terms of the Escrow Agreement. The purchasers' money shall not be used for the cost of constructing the Project.

(c) That interest on deposits shall belong to the Seller so long as said funds are held in escrow.

(d) That the unit will be subject to various other legal documents which the buyer certifies that he has examined.

(e) That the buyer must close the purchase at a certain date and pay all closing costs, including the cost of drafting conveyance documents and conveyance taxes, in addition to the purchase price. Property taxes, insurance and maintenance expenses are pro-rated to the date of occupancy or possession.

(f) A purchaser will be entitled to possession of a unit on the date the City and County of Honolulu has issued its certification of occupancy. The risk of loss to the unit and proportionate common area is borne by seller until purchaser takes possession, at which time the risk of loss passes to the purchaser.

(g) Purchaser will be required to pay upon closing, in addition to closing and conveyancing costs, certain prepayments, including maintenance fees for two (2) months, and pro-rated insurance premiums and real property taxes as required by purchaser's mortgage lender.

(h) The contractor's warranty of materials and workmanship against faulty materials or installation for a period of one (1) year will be deemed assigned to the purchaser upon closing. Seller makes no warranties or representations with respect to the improvements.

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

EXHIBIT "G"

Summary of Escrow Agreement

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

(a) All deposits made by a purchaser will be paid to the Escrow. Escrow will let purchasers know the amount of payments which are due, and when such payments are due.

(b) Escrow will arrange for purchasers to sign all necessary documents.

(c) The purchasers' deposited funds may not be used by the Seller for the costs of constructing the Project.

(d) The Escrow Agreement says under what conditions a refund will be made to a purchaser. A purchaser is entitled to a refund of deposit, less a cancellation fee of \$26.00, if there is a material change in the building plans after the execution of the sales contract, and prior to the issuance of the Final Public Report, to which the purchaser does not approve, or unless Seller consents to such refund. A purchaser who is an owner-occupant is also entitled to a refund without deduction for cancellation fee, if a sales contract is not offered to the purchaser.

(e) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract. In the event of Seller's default, a purchaser is entitled to damages of \$1,000.00. In the event a purchaser should default, the Seller will be entitled to the entire amount deposited by the purchaser (less escrow cancellation fee), as damages.

(f) An escrow fee of \$600.00 will be chargeable to purchasers who close the transaction prior to October 2, 1992.

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