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REAL ESTATE COMMISSION
DEPARTMENT OF TREASURY & REGULATION
STATE OF HAWAII

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HONOLULU 13, HAWAII

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

ON
HAWAII-KAI CONDOMINIUM PROJECT
Lots 4-A, 13 and 20
File Plan No. 801

REGISTRATION NO. 7

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 until

- (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.

August 9, 1962

SPECIAL ATTENTION

THIS FINAL REPORT MUST BE READ TOGETHER WITH PREVIOUSLY ISSUED (JULY 20, 1962) PRELIMINARY PUBLIC REPORT AND TOGETHER CONSTITUTE THE FINAL REPORT ON THIS PROJECT WITH RESPECT TO THE ABOVE MENTIONED LOTS ONLY.

DESCRIPTION: The description of the project remains unchanged from what is reported in the Preliminary Public Report on this project. However, this final report is limited only to Lots 4-A, 13 and 20, of File Plan No. 801. It is only with respect to dwelling units which are located on these lots in this project that this report applies. See the description contained in the Preliminary Public Report for detailed information about these units.

MASTER LEASE: The master lease covering these lots has been amended from that master lease which is referred to in the Preliminary Public Report. Paragraph 3 of the master lease dealing with "Construction of Improvements" has been amended so as to read as follows:

"Lessee will at its own expense diligently construct and complete on the demised land all said building or buildings, dwellings and common elements comprising said project in accordance with complete plans, specifications and plot plan therefor first approved in writing by Lessors and landscape said premises in an attractive manner suitable for the neighborhood, and will indemnify and hold Lessors harmless against all liens, charges and encumbrances whatsoever arising out of said work and all expenses including reasonable attorneys' fees incurred in the defense of any such claims."

As so amended similar master leases covering Lots 4-A, 13 and 20, File Plan No. 801, have been issued by the Trustees of the Estate of Bernice P. Bishop and recorded. The Master Leases Nos. 12,385 and 12,386, for Lots 13 and 20, File Plan No. 801, respectively, appears in the Bureau of Conveyances in Liber 4331, Page 194 and Liber 4331, Page 200. The Master Lease No. 12,392 for Lot 4-A, File Plan No. 801, appears in the Bureau of Conveyances in Liber 4333, Page 388.

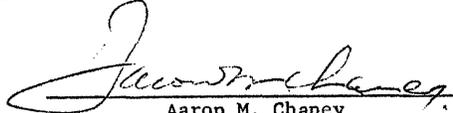
INTEREST TO BE CONVEYED TO PURCHASER: There is a slight change here in the duration of the lease period. The items to be conveyed remain the same. The Preliminary Public Report pointed out that items 1 through 4 noted therein would be conveyed "all for a period of 56 years". This phrase is hereby deleted and in its place there is substituted the following:

"All for a period of 56 years or less, depending on when a unit is purchased after the beginning date specified in a Master Lease covering a particular lot."

This is to make clear the fact that all purchasers, regardless of purchase date, do not obtain a 56 year leasehold interest; the term of their respective leasehold interest is determined by their respective purchase dates measured from the time of the issuance of the master lease.

PURCHASE MONEY HANDLING: The developer advises that another bank will be handling purchase monies; accordingly, this section of the Preliminary Public Report is hereby amended to read as follows:

"The developer advises that all purchase money will be placed in a clients' account, designated KAISER HAWAII-KAI DEVELOPMENT CO. CONDOMINIUM ESCROW ACCOUNT at both the Hawaii National Bank, Hawaii Kai Branch, Honolulu, Hawaii or the Bank of Hawaii."



Aaron M. Chaney
Chairman