

# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

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HONOLULU, HAWAII 96801

## PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on  
THE REGENCY AT KAHALA  
4340 PahoA Avenue  
Honolulu, Hawaii

REGISTRATION NO. 202

### 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: May 17, 1968  
Expires: June 17, 1969

#### SPECIAL ATTENTION

A comprehensive reading of the 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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED MAY 10, 1968 AND INFORMATION SUBSEQUENTLY FILED AS LATE AS MAY 16, 1968. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT AND AMENDMENTS THERETO BY ACT 244 (L. 1967) EFFECTIVE JUNE 6, 1967.

1. THE REGENCY AT KAHALA is a proposed leasehold condominium project consisting of ninety (90) units arranged throughout a single twenty-four story residential building. Eighty-eight (88) residences are being offered for sale and two (2) units are designated as maid's rooms. Ninety-five (including 2 "piggyback" stalls) parking stalls are available.

The documentation reflects that the Developers will surrender their interest in the Master Lease, executed with Bishop Estate for a term of fifty-four years, commencing January 1, 1967, and the purchasers will acquire direct condominium apartment leases from the fee owner covering the premises.

2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium project and issuance of this Preliminary Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners and a copy of the approved floor plans) have been filed in the office of the recording officer.

The Master Lease, No. 16,240, executed January 1, 1967 filed in the Bureau of Conveyances on February 3, 1968 in Liber 5958 Page 105.

The Declaration of Horizontal Property Regime, with attached By-Laws, both dated May 10, 1968, filed May 14, 1968 in Liber 6058 Page 259.

The Registrar has designated the project Condominium Map No. 105.

4. Advertising and promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 170A, Revised Laws of Hawaii 1955 (as amended, particularly ACT 244, L. 1967, effective June 6, 1967) and the Condominium Rules and Regulations which relate to Horizontal Property Regime.
6. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, May 17, 1968, unless a Supplementary Public Report issues or the Commission, upon review of the registration issues an order extending the effective period of this report.

NAME OF PROJECT: THE REGENCY AT KAHALA

LOCATION: The approximate 36,299 square feet of lease land committed to the regime is situated on the mauka (north) side of the forty three hundred block of Pahoa Avenue, on the fringe of the Waialae-Kahala Shopping Center, between Pueo Street (Ewa) and Kilauea Avenue (Koko Head), a principal thoroughfare at Waialae-Nui, Honolulu, Oahu, Hawaii.

TAX KEY: FIRST DIVISION 3-5-16-16

ZONING: Commercial.

DEVELOPER: THE REGENCY AT KAHALA, a Partnership comprised of the following as partners:

Partner	Address
Sheldon M. Gordon	70 West Clay Park San Francisco, California
E. Phillip Lyon	1333 Beverly Glen Blvd. Los Angeles, California
James W. Boyle	916 Pueo Street Honolulu, Hawaii
KFM Corporation	400 City National Bank Building Roxbury at Wilshire Beverly Hills, California
Martin S. Gordon	3670 Wilshire Boulevard Los Angeles, California

ATTORNEY REPRESENTING DEVELOPER: Carlsmith, Carlsmith, Wichman and Case (Attention: Mr. James W. Boyle), 10th Floor, City Bank Building, 810 Richards Street, Honolulu, Hawaii. Telephone 512-071.

DESCRIPTION: Eighty-eight (88) residential units in the spaces within the perimeter walls, floors and ceilings and the adjacent lanais of each of the 88 apartment units of the project and the two (2) maid's rooms. The apartments are included in one building consisting of 24 floors, plus a ground level (i.e. basement). Of the 24 floors, the first floor is the lobby level, the second floor is the mezzanine level on which the two maid's rooms are located. The third floor through the twenty-fourth floors are the apartment floors. The building is constructed principally of reinforced concrete floor and roof slabs and concrete beams, columns and walls. The apartments are designated on Condominium Map No. 105 and are described as follows:

There are four apartments on each of the 22 apartment floors. Each apartment is designated by the number of its apartment floor followed by the letter A, B, C, or D which indicates the type of apartment plan as hereinafter described. Thus, on the first apartment floor the apartments are designated 3A, 3B, 3C, and 3D; on the second apartment floor, 4A, 4B, 4C, 4D, and so on, to and including the twenty-third floor. The penthouse apartments on the twenty-fourth floor are designated PH-A, PH-B, PH-C, and PH-D. The plan of each apartment floor is the same as that of every other and contains one A, one B, one C and one D apartment. Each apartment has immediate access to the hallways and elevator lobby on its apartment floor and to the elevators and stairways.

The compositions of each of the four types of apartments are as follows:

Type A: Ten rooms, one hall and one lanai. Rooms include three bedrooms, two dressing rooms, one powder room, two bathrooms, one living-dining room and one kitchen. Total area including hall and lanai: approximately 1,830 square feet. The following apartments are included in this type: 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A, and PH-A.

Type B: Five rooms, one hall and one lanai. Rooms include one bedroom, one dressing room, one bathroom, one living-dining room and one kitchen. Total area including hall and lanai: approximately 1,305 square feet. The following apartments are included in this type: 3B, 4B, 5B, 6B, 7B, 8B, 9B, 10B, 11B, 12B, 13B, 14B, 15B, 16B, 17B, 18B, 19B, 20B, 21B, 22B, 23B, and PH-B.

Type C: Seven rooms, one hall and one lanai. Rooms include two bedrooms, one dressing room, two bathrooms, one living-dining room and one kitchen. Total area including hall and lanai: approximately 1,610 square feet. The following apartments are included in this type: 3C, 4C, 5C, 6C, 7C, 8C, 9C, 10C, 11C, 12C, 13C, 14C, 15C, 16C, 17C, 18C, 19C, 20C, 21C, 22C, 23C, and PH-C.

Type D: Seven rooms, one hall and one lanai. Rooms include two bedrooms, one dressing room, two bathrooms, one living-dining room and one kitchen. Total area including hall and lanai: approximately 1,619 square feet. The following apartments are included in this type: 3D, 4D, 5D, 6D, 7D, 8D, 9D, 10D, 11D, 12D, 13D, 14D, 15D, 16D, 17D, 18D, 19D, 20D, 21D, 22D, 23D, and PH-D.

There are two (2) maid's rooms located on the second floor (i.e. mezzanine) designated as M-1 and M-2 on said Condominium File Plan. Each maid's room consists of one living room-bedroom and one bath. Maid's Room No. M-1 has an approximate floor area of 200 square feet and Maid's Room No. M-2 has an approximate floor area of 220 square feet. Each maid's room shall be included in the apartment to which such maid's room (or both maid's rooms, as the case may be) shall be assigned upon the original conveyance of such apartment.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, or the interior party walls, the floors and ceilings surrounding each apartment or any pipes, shafts, wires, conduits or other utility or service lines running through such apartment which are utilized for or

serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include the adjacent lanai, all the walls and partitions which are not load-bearing within its perimeter walls or which are not interior party walls; the inner decorated or finished surface of all walls, floors and ceilings, and all fixtures originally installed therein including dishwasher, refrigerator, stove, exhaust fan, clothes washer-dryer and garbage disposal.

COMMON ELEMENTS: One freehold estate is designated in all remaining portions of the project, called "common elements", including specifically but not limited to: (a) Said land in fee simple; (b) All foundations, floor slabs, columns, girders, beams, supports, bearing walls, roofs, chases, entries, stairways, hallways, lobbys, walkways, elevators and storage areas of said building; (c) All yards, grounds, landscaping, pool, sauna bath, facilities for exercise and masseur, mail boxes and refuse facilities; (d) All parking areas, ramps and driveways; (e) All ducts, electrical equipment, wiring and other central and appurtenant installations including power, light, water, sewer and telephone; and (f) The manager's apartment, located on the lobby level and consisting of one combined office and living area, one dressing closet and one bathroom.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, called "limited common elements" are designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows:

- (a) Not less than one nor more than two parking spaces on the lobby level or ground level of the building shall be assigned to each apartment upon the original conveyance thereof and shall be appurtenant to and for the exclusive use of the apartment to which it is assigned. For purposes of the foregoing sentence, each "piggyback" parking space (large enough for two cars, end-to end) shall be considered one parking space.
- (b) The hallways and lobby on each apartment floor shall be appurtenant to and for the exclusive use of the apartments on such floor.
- (c) The common hallway adjacent to the two maid's rooms shall be appurtenant to and for the exclusive use of the apartment(s) which include the maid's room(s) as set forth above.
- (d) One storage space in the storage area on the ground level or on the mezzanine level shall be assigned to each of the apartments upon the original conveyance thereof and shall be appurtenant to and for the exclusive use of such apartment.

INTEREST TO BE CONVEYED PURCHASER: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project (herein called the "common interest") and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting, according to the plan of such apartment as follows:

Type A Apartments: 1.300%  
Type B Apartments: 0.930%  
Type C Apartments: 1.145%  
Type D Apartments: 1.150%

In addition thereto, the apartment or apartments which include the maid's rooms as set forth above shall have appurtenant to such apartment or apartments an additional undivided percentage interest in all common elements of the project, and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting, as follows:

M-1 0.210%  
M-2 0.240%

PURPOSE OF BUILDING A RESTRICTIONS AS TO USE:

The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of this Declaration.

OWNERSHIP TO TITLE: Trustees of the Estate of Bernice Pauahi Bishop, 519 Halekauwila Street, Honolulu, Hawaii. Telephone 511-684.

ENCUMBRANCES AGAINST TITLE: The registrant in his Notice of Intention represents that there are no encumbrances other than the utility easements listed in the April 18, 1968 certificate of title executed by Title Guaranty of Hawaii, Incorporated, a Hawaii corporation. The Commission reports on the following: Master Lease - On January 1, 1967 the owner of the fee, The Trustees of the Estate of Bernice Pauahi Bishop, executed Lease No. 16,240 for a term of fifty-four years and six months, commencing January 1, 1967, with the Lessees E. Phillip Lyon and Lillian F. Lyon, husband and wife, and Sheldon M. Gordon and Jane H. Gordon, husband and wife, filed in the Bureau of Conveyances, State of Hawaii on February 8, 1968 in Liber 5958 Page 105. Assignment of Lease - On April 19, 1968 an assignment was made between E. Phillip Lyon and Lillian F. Lyon, husband and wife, and Sheldon M. Gordon and Jane H. Gordon, husband and wife, as "Assignors" and Sheldon M. Gordon, E. Phillip Lyon, James W. Boyle, KFM Corporation and Martin S. Gordon, doing business as THE REGENCY AT KAHALA, as "Assignees", filed in said Bureau of Conveyances in Liber 6058 Page 232. Consent of Lessor - The Trustees of the Estate of Bernice Pauahi Bishop consented to the above assignment on May 10, 1968, a filing was made to that effect at the record office in Liber 6058 Page 242. Amendment of Master Lease - On May 10, 1968 the Bishop Estate as "Lessors" and the Developer, as "Lessees" amended Lease No. 16,240, filing the amendment in the Bureau of Conveyances in Liber 6058 Page 250. Declaration of Horizontal Property Regime - with attached By-Laws, executed May 10, 1968 was filed in the office of the Registrar, Bureau of Conveyances in Liber 6058 Page 259. The Registrar designated Condominium Map No. 105 to the project.

PURCHASE MONEY HANDLING: A copy of the Escrow Agreement, made May 10, 1968, between Bishop Trust Company, Ltd., a Hawaii corporation, as "Escrow" and the Developer, a registered Hawaii copartnership, as "Seller" has been submitted to the Commission as part of the registration. On examination the Sales Contract, in specimen form, and the executed Escrow Agreement are found to be in compliance with Chapter 170A, Revised Laws of Hawaii, and particularly Sec. 170A-33., and Sec. 170A-33.1 through Sec. 170A-33.5 as incorporated in the Horizontal Property Act through ACT 244 (L. 1967) effective June 6, 1967.

The provisions of the Escrow Agreement to be carefully read and understood as follows:

If at the time of execution of the sales contract a Final Report has not been issued by the Commission with respect to the project, then the following limitations shall apply:

- (a) Purchaser's funds obtained prior to the issuance of a Final Report shall be refunded if there is any change in the condominium building plans subsequent to the execution of the sales contract which change requires the approval of a county officer having jurisdiction over the issuance of permits for construction of buildings, unless purchaser's written approval or acceptance of the specific change is obtained.
- (b) All rights under the sales contract shall not become enforceable against the purchaser until the purchaser has had a full opportunity to read the Commission's Final Public Report on the project, and to obtain refund of any moneys paid by the purchaser as well as release from all obligations under the sales contract if the Final Public Report differs in any material respect from the Preliminary Public Report.

- (c) If the Final Public Report is not issued within one year from the date of the issuance of said Preliminary Public Report, the purchaser shall be entitled to refund of all moneys paid by him under the sales contract without further obligation.
- (d) All moneys paid by the purchaser prior to the issuance of said Final Public Report shall be deposited in trust with the Escrow and the Escrow is instructed that no disbursements shall be made from such trust fund on behalf of the Seller until the sales contract has become effective, and the requirements of Sec. 170A-33.1 through 33.4, Revised Laws of Hawaii, as amended, have been met.

It is incumbent upon the purchaser and prospective purchaser that he reads, with care, the Sales Contract and the executed Escrow Agreement. The Escrow Agreement, establishes how the proceeds from the sale of units and all sums from any source are placed in trust, as well as the retention, disbursement and refund of said trust funds.

**MANAGEMENT AND OPERATION:** The declarant states the administration of the project shall be vested in its Association of Apartment Owners. Operation of the project shall be conducted for the Association by a responsible corporate Managing Agent. The initial Managing Agent is identified in the Declaration of Horizontal Property Regime as Aaron M. Chaney, Inc., a Hawaii corporation, whose principal place of business and post office address is Room 205, 1022 Bethel Street, Honolulu, Hawaii.

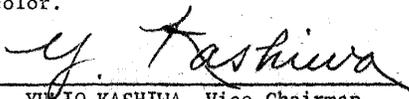
**STATUS OF PROJECT:** The execution of a building contract with Maro Constructors, Inc., is expected shortly. Application for a building permit has been accepted and the Building Department, City and County of Honolulu is issuing the building permit today, May 17, 1968. The Developer advises that construction will commence on the project no later than August 1, 1968. It is expected that fourteen (14) months from commencement of work the building will be completed for occupancy.

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The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted May 10, 1968 and information subsequently filed as late as May 16, 1968.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 202 filed with the Commission on May 10, 1968.

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

  
 YURIO KASHIMA, Vice Chairman  
 REAL ESTATE COMMISSION  
 STATE OF HAWAII

REB:km

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 ESCROW AGENT

May 17, 1968  
 Registration No. 202