

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

THE SURFVIEW
1018 Lunalilo Street
Honolulu, Hawaii 96813

REGISTRATION NO. 237

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: January 28, 1969

Expires: February 28, 1970

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED NOVEMBER 15, 1968 AND INFORMATION SUBSEQUENTLY FILED JANUARY 28, 1969. THE DEVELOPER IN 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 Surfview is a proposed fee simple condominium project consisting of forty-three (43) residential apartment units arranged throughout a single eleven (11) story building, all of which will be sold upon and subject to the terms and provisions of Apartment Deeds to be issued by Prime Properties, Inc., Developer and Owner.
2. Special attention should be given to the provisions of the Deposit Receipt and Contract which give the right to the Developer without further consent of purchaser to amend the project on or before December 31, 1969 by adding an additional floor (12th floor) with four 2-bedroom apartments and by adding one 1-bedroom apartment in the first (ground) floor of the project. Such an amendment would increase the total number of apartments in the project to 48 and decrease each purchaser's interest

at option of the Developer into a 12-story reinforced concrete building containing 47 two-bedroom apartment units and one 1-bedroom apartment unit as previously mentioned.) The building will be rectangular in shape except for a projection on the mauka-Ewa (north) corner of the building containing an elevator, stairway, and elevator machinery. On the roof level there will be an elevator machine room.

There will be 3 apartment units and a lobby on the first (ground) floor. Each first floor apartment will have immediate access to a corridor running along the mauka (northeast) side of the building to the exterior of the building and leading to walkways connecting the building to the street entrances and the parking area of the project. There will be 4 units on each apartment level from the 2nd through 11th floors, each having immediate access to a balcony corridor running on the mauka (northeast) side of the building leading to the elevator and the stairways to the first (ground) floor and leading to walkways connecting the building to the street entrances and the parking area of the project. Storage compartments for each apartment will be located in the corridors on the same floor as the respective apartments. There will be a swimming pool on the makai (southwest) side of the building and parking stalls for 58 automobiles (15 of which are subject to the reservation of easement by the Developer.)

Apartment units on each floor will be numbered in sequence commencing with the apartment closest to the elevator. Apartments on the first floor will be numbered 101, 102, 103. Apartments on the second through the eleventh floor will be numbered 01 through 04 preceded by the number of the floor. The numbers of each unit are shown on the condominium file plan. The plans of the 2nd through 11th floors are substantially identical.

Each apartment contains approximately 938 square feet of enclosed area and approximately 78 square feet of lanai, or a gross area of approximately 1,016 square feet. Each apartment contains 2 bedrooms, 2 baths, (1 with tub and 1 with tile shower), a kitchen, a living-dining room, and a laundry area. Each apartment shall be deemed to include all the walls and partitions which are not load bearing within its perimeter walls, the interior decorated or finished surfaces of all walls, floors and ceilings, including plaster, paint, wallpaper and fixed carpet and any built-in fixtures.

One parking stall marked with the number of the apartment to which it is assigned is appurtenant to each apartment. The number of the parking stalls will be greater than the number of the apartment units. All additional parking stalls numbered 1 through 15 are subject to a reservation of easement by the Developer and the Developer may rent or sell them but only to persons, firms or entities who are owners of apartments in the project.

COMMON ELEMENTS: The common elements will include the limited common elements hereinafter described and all other portions of the land and improvements other than the apartments and they shall specifically include but not be limited to (a) the land in fee simple; (b) all foundations, floors, columns, girders, beams, supports, main walls, roofs, corridors, lobby, stairs, stairway, entrances and exits of the building; (c) all driveways and parking areas (subject to the reservation of easement in the reserved parking stalls by Developer), storage areas, yards, gardens, recreational facilities, including swimming pool; (d) all central and appurtenant installations for common services including power, light, water, telephone and trash disposal; and (e) the elevator with appurtenant housing and equipment, and all tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements called and designated "limited common elements" are set aside and reserved for the exclusive use of certain apartments and such apartments shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and reserved are as follows: (a) one parking stall for each apartment. Said stalls are numbered and assigned to specific apartments for the exclusive use of said apartment; and (b) one storage cabinet area for each apartment which shall be the storage cabinet area located in the corridor immediately abutting each apartment.

INTEREST TO BE CONVEYED PURCHASER: Each apartment shall include the space between its perimeter walls, floors and ceilings, all the walls and partitions which are not load bearing within its perimeter walls, floors and ceilings including plaster, paint, wallpaper, fixed carpet and any built-in fixtures including refrigerator, washer-dryer, dishwasher, built-in range with oven and hood, and disposal.

Each apartment shall have appurtenant thereto an undivided one forty-third (1/43) fractional (2.325% percentage) interest in all the common elements of the project, herein called "common interest," and the same proportionate share in all common profits and expenses of the project and for all the purposes including voting and representation in the Association of Apartment Owners.

USE: The Declaration provides that apartments shall be occupied and used only as private residences and only by the respective owners and tenants thereof and the families, servants, and guests of such owners and tenants, and for no other purpose.

FINANCING OF PROJECT: The AMFAC Financial Corporation, a Hawaii Corporation, situated at 320 Ward Avenue, Honolulu, Hawaii, has informed the Developer by letter dated June 14, 1968, committing to issue permanent "take-out" loans and an interim "construction" loan on the Surfview Condominium project.

OWNERSHIP OF TITLE: The Certificate of Title by Long & Melone, Ltd., dated October 31, 1968, certifies that Donald Choy Ghee Look and Mildred Lau Look is owner in fee simple of the land consisting of 41,540 square feet. Developer has filed with the Commission an executed copy of a warranty deed dated January 17, 1969, whereby Donald Choy Ghee Look and Mildred Lau Look conveyed the fee simple title to the land to Developer. Developer has advised the Commission that the deed was recorded in the Bureau of Conveyances of the State of Hawaii in Liber 6383 at page 339 on January 23, 1969.

ENCUMBRANCES AGAINST THE TITLE: The Certificate of Title dated October 31, 1968 certifies that title to the property is subject to: Mortgage dated July 26, 1967 and recorded in the Bureau of Conveyances in Liber 5745, page 419, to Hawaii Tuberculosis and Health Association, a Hawaii non-profit association, as Mortgagee, to secure \$235,000; Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grant Nos. 3324 and 3296; Taxes assessed against the land have been fully paid and the next installment will be due and payable on November 10, 1968.

Developer has advised the Commission that taxes payable on November 10, 1968 were paid in full and the next installment will be due and payable on June 10, 1969. The Developer has advised the Commission that there is a second mortgage dated December 16, 1968, and recorded in the Bureau of Conveyances in Liber 6383 at page 333 to AMFAC Financial Corporation to secure \$50,000.

PURCHASE MONEY HANDLING: An executed Escrow Agreement dated January 23, 1969 identifies Long & Melone, Ltd., as the escrow. Upon examination the Deposit Receipt and Contract and the Escrow Agreement are found to be in consonance with the Chapter 170A, Revised Laws of Hawaii 1955, and particularly Sec. 170A-33, and Sec. 170A-33.1 through 170A-33.5 as incorporated in the Horizontal Property Act through Act 244 (L. 1967), effective June 6, 1967.

Among other provisions the executed Escrow Agreement reflects that a purchaser shall be entitled to a refund without interest and less Escrow's \$10.00 cancellation fee, if any of the following shall have occurred: (a) Escrow receives a written request from the seller and the interim lender to return to purchaser the funds of such purchaser then held by Escrow; or (2) if there is any change in the building plans requiring the approval of a county officer having jurisdiction over the issuance of permits for construction, unless the purchaser has given written approval or acceptance of the change; or (3) if the request is prior to the time the Final Public Report is issued, or if after such time, if the Final Public Report differs in any material respect from the Preliminary Report; or (4) if the Final Report is not issued within one year from the date of issuance of the Preliminary Report.

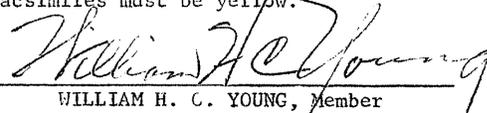
It is incumbent upon the purchaser and prospective purchaser to read and understand the Escrow Agreement before executing the sale agreement, since the Escrow Agreement prescribes the procedure for receiving and disbursing purchaser's funds and the sales agreement specifically provides that the purchaser approves said Escrow Agreement and assumes the benefit and obligations therein provided.

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association of Owners under the direction of the Board of Directors by a responsible corporate managing agent. The Developer has submitted a proposed management agreement to the Commission appointing as the initial managing agent Prime Realty, Inc., whose principal place of business and post office address is Suite 410, 333 Queen Street, Honolulu, Hawaii.

STATUS OF THE PROJECT: The specimen Deposit Receipt and Contract states that in the event that less than thirty-three (33) apartments are sold prior to June 1, 1969, seller may at its option, cancel the agreement, refund to buyer all monies paid without interest, and be relieved and released of all further liabilities under the agreement. The Developer advises that it proposes to direct the contractor to commence the construction as soon as he has sold sufficient units to cover the total project cost as determined by the Developer, Lender and Escrow Agent. The Developer contemplates that this status will be attained some time in February 1969. Mars Construction Company, the contractor, has agreed to complete construction within 300 calendar days from the date that it is notified to proceed with construction. Construction will be financed by purchaser's money from escrow as well as construction loan money lent the owner.

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 November 15, 1968 and information subsequently filed as late as January 28, 1969.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES CONDOMINIUM PUBLIC REPORT which is made a part of REGISTRATION NO. 237 filed with the Commission November 15, 1968. This report when reproduced shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow.


WILLIAM H. C. YOUNG, member
REAL ESTATE COMMISSION
STATE OF HAWAII

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Distribution:
DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING DEPARTMENT, C&C OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

January 28, 1969
Registration No. 237

