

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

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

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on
ROYAL MAUIAN (Formerly Known
as Hale Pohaku Maui)
Kihei, Maui, Hawaii

REGISTRATION NO. 311

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.

Issued: February 23, 1972
Expires: March 23, 1973

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 and prospective purchaser is particularly directed to the following:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED DECEMBER 11, 1969, AND A SUPPLEMENT TO NOTICE OF INTENTION WAS SUBMITTED NOVEMBER 29, 1971, AND ADDITIONAL INFORMATION FILED AS LATE AS FEBRUARY 22, 1972. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514 OF THE HAWAII REVISED STATUTES.

1. Since the issuance of the Commission's Preliminary Public Report on ROYAL MAUIAN (Formerly Kown As Hale Pohaku Maui), Registration No. 311, the Developer has prepared and forwarded additional information to that filed in the December 11, 1969 submittal.

Since there were material changes made in the project after the issuance of the Commission's Preliminary Public Report, and because the Commission's Final Public Report was not issued within one year after the issuance of the Preliminary Public Report, all contracts of sale executed prior to February 16, 1972 may be rescinded at the option of the purchaser and purchaser's fund, less a reasonable cancellation fee, shall be refunded.

The Developer advises the Commission that each purchaser entering contract of sale prior to February 16, 1972 will receive a notice of rescission.

2. The Developer has submitted to the Commission all documents deemed necessary for the registration of the condominium project and the issuance of this Final Public Report prior to the completion of construction. This Final Public Report supersedes the Preliminary Public Report of February 13, 1970, in its entirety. This Final Public Report is made a part of the registration on the ROYAL MAUIAN condominium project. The Developer is responsible for placing this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers, including those receiving the Preliminary Public Report. Securing a signed copy of the Receipt for the Final Horizontal Property Regime Public Report from each purchaser and prospective purchaser is also the responsibility of the Developer.
3. ROYAL MAUIAN (Formerly Known As Hale Pohaku Maui) is a fee simple condominium project consisting of one hundred seven (107) apartments arranged throughout a single building of six (6) stories, including the ground floor, and a partial basement. The common elements include the basement, the ground floor lobby, the manager's apartment and office located on the ground floor next to the ground floor lobby, the elevators and elevator shafts, trash chute and trash compactor, parking area, swimming pool and its filtration plant, the lobbies next to the elevator shaft on each floor above the ground floor, janitor's closet on each floor above the ground floor, roof garden/sundeck/community recreation area, sewage disposal system, and outdoor lighting. There shall be one hundred and ten (110) parking stalls available, all of which are common elements.
4. Promotional material has been submitted pursuant to the rules and regulations promulgated by the Commission.
5. 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 Declaration of Horizontal Property Regime executed on November 14, 1971, with the By-Laws attached, was recorded in the Bureau of Conveyances of the State of Hawaii in Liber 7956, Page 64. The Registrar has designated Condominium Map No. 211 to the project.

6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514 of the Hawaii Revised Statutes and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
7. This Final Public Report automatically expires thirteen (13) months after date of issuance, February 23, 1972, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.

The information in the topical headings of the Preliminary Public Report with the exception of ZONING, DESCRIPTION, OWNERSHIP OF TITLE, ENCUMBRANCES AGAINST TITLE, PURCHASE MONEY HANDLING, FINANCING OF PROJECT, and STATUS OF PROJECT has not been disturbed.

NAME OF PROJECT: ROYAL MAUIAN (Formerly Known As Hale Pohaku Maui)

LOCATION: The approximate 2.22 acres of land (consolidation of Lots Nos. Sixteen (16), Seventeen (17) and Eighteen (18) of the Kamaole Beach Lots) to be committed to the regime is situated at Kamaole, Kihei, Island and County of Maui, State of Hawaii.

TAX KEY: SECOND DIVISION 3-9-05-10 and 11

ZONING: H-M

DEVELOPER: KAMAOLE BEACH HUI, a limited partnership organized under the laws of the State of Washington, by WALTER C. WITTE, General Partner.

Address: 2994 So. Kihei Road
Kihei, Maui, Hawaii 96753

Phone: 879-2069

ATTORNEY REPRESENTING DEVELOPER: Crockett & Crockett (Attention: Mr. William F. Crockett), 38 S. Market Street, Wailuku, Maui, Hawaii. Telephone 244-3796.

DESCRIPTION: The recorded Declaration of Horizontal Property Regime and Developer's floor plans reflect that the proposed condominium submitted to the regime, situated on 2.22 acres of land, will when complete consist of six (6) stories, including the ground floor, and a partial basement, and one hundred and seven (107) apartments.

The principal materials of which the said building shall be constructed are as follows: the ground floor slab shall be of poured reinforced concrete; the floor slabs above the ground floor shall be of reinforced concrete, either prestressed planks or poured in place; the structural frame walls shall be of concrete block and/or reinforced concrete poured in place; the walls between apartments, and between apartments and the corridors, shall be of non-combustible treated wood or metal studs, with gypsum board, and concrete block; the walls within each apartment shall be of non-combustible treated wood or metal studs with gypsum board; the stairs shall be of reinforced concrete; the roof shall be a concrete topped membrained promenade assembly; the concrete floors shall be covered with sheet vinyl, carpet or ceramic tile.

There are seventeen (17) apartments located on the first story, and eighteen (18) apartments located on each of the other stories of the apartment building. Apartments 101 through 119 are located on the ground floor. Apartments 201 through 219 are located on the second story. Apartments 301 through 319 are located on the third story. Apartments 401 through 419 are located on the fourth story. Apartments 501 through 519 are located on the fifth story. Apartments 601 through 619 are located on the sixth story. (There are no apartments numbered 110, 113, 213, 313, 413, 513 or 613.)

The apartments will be of five general types: "B" One-Bedroom apartments; "C" One-bedroom apartments; "D" Two-bedroom apartments; "E" Two-bedroom apartments; "F" Three-bedroom apartments.

Apartments 102, 202, 302, 402, 502, 602, 118, 218, 318, 418, 518 and 618 are "F" three-bedroom apartments. Each "F" three-bedroom apartment shall consist of three bedrooms, two baths, a kitchen, living area, dining area, hall, foyer and lanai, and each shall have an approximate enclosed floor space of 1324 square feet, a lanai of approximately 229 square feet, and an approximate total floor area of 1553 square feet.

Apartments 101, 201, 301, 401, 501, 601, 119, 219, 319, 419, 519 and 619 are "E" two-bedroom apartments. Each "E" two-bedroom apartment shall consist of two bedrooms, two baths, a kitchen, living area, halls, foyer, and each shall have an approximate enclosed floor space of 864 square feet, a lanai of approximately 120 square feet, and a total floor area of 984 square feet.

Apartments 103, 203, 303, 403, 503, 603, 104, 204, 304, 404, 504, 604, 105, 205, 305, 405, 505, 605, 106, 206, 306, 406, 506, 606, 107, 207, 307, 407, 507, 607, 210, 310, 410, 510, 610, 111, 211, 311, 411, 511, 611, 112, 212, 312, 412, 512, 612, 114, 214, 314, 414, 514, 614, 115, 215, 315, 415, 515, 615, 116, 216, 316, 416, 516, 616, 117, 217, 317, 417, 517, 617 are "D" two-bedroom apartments. Each "D" two-bedroom apartment shall consist of two bedrooms, two baths, a kitchen, living area, halls, foyer, and a lanai, and each shall have an approximate enclosed floor space of 806 square feet, a lanai of approximately 121 square feet, and an approximate total floor area of 927 square feet. Apartments 108, 208, 308, 408,

508 and 608 are "C" one-bedroom apartments. Each "C" one-bedroom apartment shall consist of a bedroom, bath, kitchen, living area, hall, foyer, and a lanai, and each shall have an approximate enclosed floor space of 591 square feet, a lanai of approximately 123 square feet, and an approximate total floor area of 714 square feet.

Apartments 109, 209, 309, 409, 509 and 609 are "B" one-bedroom apartments. Each "B" one-bedroom apartment shall consist of a bedroom, bath, kitchen, living area, hall, foyer, and a lanai, and each shall have an approximate enclosed floor space of 610 square feet, a lanai of approximately 126 square feet, and an approximate total floor area of 736 square feet.

Apartments 101, 102, 103, 104, 105, 106, 107, 108, 109, 111, 112, 114, 115, 116, 117, 118 and 119 shall each have immediate access to the land heretofore described. All of the other apartments shall each have immediate access to the open corridors immediately adjacent to and connecting the apartments on each story, the elevators, stairways and lobbies.

Each apartment shall consist of the space measured horizontally by the distances between the interior surfaces of the perimeter walls of each apartment, and the space measured by the area of the lanai of each apartment; and measured vertically by the distances between the topside surface of the concrete floor and the underside surface of the ceiling.

COMMON ELEMENTS: According to the recorded Declaration, the common elements shall include: (a) The land heretofore described, and the superadjacent airspace above the roof, and next to the exterior walls, of said building; (b) All foundations, columns, beams and supports, girders, roof, walks, stairways, exterior walls, perimeter walls between each apartment, floors and ceilings, and open corridors immediately adjacent to and connecting the apartments; (c) The basement, the ground floor lobby, the manager's apartment and office located on the ground floor next to the ground floor lobby, the elevators and elevator shafts, trash chute and trash compactor, parking area, swimming pool and its filtration plant, the lobbies next to the elevator shaft on each floor above the ground floor, janitor's closet on each floor above the ground floor, roof garden/sundeck/ community recreation area, sewage disposal system, and outdoor lighting; (d) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, refrigeration, air conditioning, television, sewage disposal, and other utilities (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in apartments), and all tanks, pumps, motors, fans, compressors, ducts and other apparatus and installations existing for common use; (e) All tangible personal property, accounts, general intangibles, instruments and money, and any apartment of the regime, acquired and held by the Association of Apartment Owners or the Board of Directors of the horizontal property regime, or their agents, for the administration, maintenance, safety and operation of the common elements of the regime, or for the common use and benefit of the apartment owners; (f) All other apparatus and installations existing for, or rationally of common use to, or necessary or convenient to the existence, maintenance or safety of all the apartments of the horizontal property regime hereby established.

LIMITED COMMON ELEMENTS: None

INTEREST TO BE CONVEYED PURCHASER: The Declaration discloses that the percentage of undivided interest in the common elements appertaining to each apartment is as follows:

Apartment No. 102	1.32931%	Apartment No. 418	1.38734%
202	1.34866%	518	1.40667%
302	1.36799%	618	1.42601%
402	1.38734%	103	.87006%
502	1.40667%	104	.87006%
602	1.42601%	105	.87006%
118	1.32931%	106	.87006%
218	1.34866%	107	.87006%
318	1.36799%	203	.88940%

Apartment No. 204	.88940%	Apartment No. 409	.67672%
205	.88940%	509	.69605%
206	.88940%	609	.71539%
207	.88940%	111	.87006%
303	.90873%	112	.87006%
304	.90873%	114	.87006%
305	.90873%	115	.87006%
306	.90873%	116	.87006%
307	.90873%	117	.87006%
403	.92807%	210	.88940%
404	.92807%	211	.88940%
405	.92807%	212	.88940%
406	.92807%	214	.88940%
407	.92807%	215	.88940%
503	.94740%	216	.88940%
504	.94740%	217	.88940%
505	.94740%	310	.90873%
506	.94740%	311	.90873%
507	.94740%	312	.90873%
603	.96674%	314	.90873%
604	.96674%	315	.90873%
605	.96674%	316	.90873%
606	.96674%	317	.90873%
607	.96674%	410	.92807%
101	.77339%	411	.92807%
201	.79273%	412	.92807%
301	.81206%	414	.92807%
401	.83139%	415	.92807%
501	.85073%	416	.92807%
601	.87006%	417	.92807%
119	.87006%	510	.94740%
219	.88940%	511	.94740%
319	.90873%	512	.94740%
419	.92807%	514	.94740%
519	.94740%	515	.94740%
619	.96674%	516	.94740%
108	.58000%	517	.94740%
208	.59938%	610	.96674%
308	.61871%	611	.96674%
408	.63805%	612	.96674%
508	.65738%	614	.96674%
608	.67672%	615	.96674%
109	.61871%	616	.96674%
209	.63805%	617	.96674%
309	.65738%		

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration reflects that the apartments shall be used as residential apartments, but such apartments may be leased or rented from time to time to transients.

OWNERSHIP TO TITLE: Developer has submitted a copy of a Preliminary Report executed January 21, 1972, by Security Title Corporation which certifies that legal title to the land committed to the project is vested in Walter C. Witte, General Partner of "Kamaole Beach Hui", a limited partnership organized under the laws of the State of Washington, and registered to do business within the State of Hawaii.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report of January 21, 1972, certifies that there are no liens or encumbrances of whatever kind or nature of record against said title, save and except the following:

1. Taxes for the fiscal year 1971-1972 are a lien. The first installment has been paid, and the second installment of \$1,426.10 will be delinquent after May 30, 1972.

2. As to that portion of the land bordering the ocean:
 - a. Saving and excepting that portion of the land lying seaward of the line of vegetation.
 - b. The effects of Sections 205-31 and 205-37, inclusive, Hawaii Revised Statutes, as now or hereafter amended.
3. Condominium Map No. 211, filed in the Bureau of Conveyances of the State of Hawaii on November 22, 1971.
4. The covenants, agreements, obligations, conditions and other provisions set forth in that certain Declaration of Horizontal Property Regime dated November 14, 1971, recorded on November 22, 1971 in said Bureau of Conveyances in Book 7956, Page 64, and the By-Laws attached thereto.
5. Real Estate Mortgage dated January 17, 1972, recorded on January 21, 1972, in said Bureau of Conveyances in Book 8072, Page 248, made by Walter C. Witte, General Partner of Kamaole Beach Hui, a Washington limited partnership, as Mortgagor, to American Savings & Loan Association, a Utah corporation, as Mortgagee.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement, dated November 25, 1969, and a letter agreement, dated October 22, 1971, that amends paragraph 5 of the Escrow Agreement, between Security Title Corporation, a Hawaii corporation, and Kamaole Beach Hui, a limited partnership, has been filed. On examination the specimen Contract of Sale and the executed Escrow Agreement and letter agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Section 514-35 and Section 514-36 through Section 514-40.

Among other provisions the executed Escrow Agreement states that a purchaser under a contract of sale, upon written request, shall be entitled to a refund of all monies deposited with Escrow, without interest, and less a cancellation fee, if any of the following events shall have occurred:

- (i) If funds were obtained from an apartment purchaser prior to the issuance of a final public report upon the project by the Real Estate Commission, and there is a change in the plans for the said building requiring the approval of the official of the County of Maui having jurisdiction over the issuance of permits for the construction of building, unless Developer obtains the written approval or acceptance of such specific change in building plans by such apartment purchaser.
- (ii) The Final Public Report upon the project differs from the Preliminary Public Report upon the project issued by the Real Estate Commission of the State of Hawaii in any material respect.
- (iii) Such Final Public Report is not issued within one year from the date of issuance of such Preliminary Public Report.
- (iv) Upon the occurrence of any other event which, under Hawaii Revised Statutes, Chapter 514, gives an apartment purchaser under a contract of sale the right to a refund of his purchase money deposited in escrow.

The specimen Contract of Sale states that the terms of the Escrow Agreement are made a part of the Contract of Sale by reference. It is incumbent upon the purchaser and prospective purchaser that he reads with care the Contract of Sale and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the dwelling units and all sums received from any source are placed in trust, as well as the retention and disbursement of said trust funds.

FINANCING OF PROJECT: In the Supplement to the Notice of Intention submitted November 29, 1971, the Developer gives an estimated total cost of \$3,255,901.40 to complete the project.

American Savings and Loan Association has made a construction loan to developer in the principal amount of \$2,500,000.00. The construction loan is secured by a mortgage of the property submitted to the horizontal property regime.

One hundred and one (101) apartments have been sold under non-binding contracts of sale for an aggregate purchase price of \$5,167,350.00. The project escrow currently holds \$74,500.00 in deposits for the apartments that have been sold. Upon the issuance of a final public report, and after the commencement of construction, the aggregate amount of \$1,046,650.00 will be due and payable from the persons who have purchased apartments.

Under the apartment contract of sale the rights of an apartment purchaser under the contract of sale are subordinate to the lien created by the interim construction mortgage held by American Savings and Loan Association.

MANAGEMENT AND OPERATIONS: The By-Laws empower the Board of Directors with the authority to acquire and pay for the services of a person or firm to manage the Horizontal Property Regime. No property manager has been identified in the notice of intention to sell. According to the specimen Contract of Sale, Vendor shall have the power to hire the first manager or managing agent for the Association of Apartment Owners.

STATUS OF PROJECT: In the supplement to the Notice of Intention submitted November 29, 1971, Developer discloses that it has entered upon a contract, dated October 26, 1971, for the construction of the full project at a maximum contract price of \$3,050,000.00 with Hawaiian Dredging & Construction Company.

Construction commenced on or about February 3, 1972, and must be completed within thirteen (13) months. A nominal amount of work has been completed under the construction contract.

The construction contract contains the following provision with respect to the obligation of the contractor for the building after completion:

"The Contractor shall guarantee all work against faulty workmanship and material for a period of one year after the date of final acceptance of the work by the owner. The Contractor shall repair or replace any such defective workmanship and materials in a manner acceptable to the owner, and without expense to the owner, within 10 days after notification in writing by the owner of such defects. If the Contractor shall not have made said repairs or replacements within the period specified above, the owner shall do so and shall charge the cost of same to the Contractor."

The Developer has filed with the Commission an executed Performance Bond dated January 12, 1972, issued by Firemen's Insurance Company of Newark, New Jersey, as surety. Said Bond is in the penal sum equal to 100% of the construction contract.

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 December 11, 1969, and the Supplement to the Notice of Intention submitted November 29, 1971, and additional information filed as late as February 22, 1972.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 311, filed with the Commission on December 11, 1969.

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

Distribution:

DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING COMMISSION, COUNTY OF MAUI
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT


for DOUGLAS R. SODEVANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

February 23, 1972

Registration No. 311