

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

KULAKANE APARTMENTS
Kaanapali, Lahaina, Maui, Hawaii

REGISTRATION NO. 313

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: February 9, 1970

Expires: March 9, 1971

SPECIAL ATTENTION

A comprehensive reading of this 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 DECEMBER 12, 1969. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, HAWAII REVISED STATUTES, CHAPTER 514.

1. KULAKANE APARTMENTS is a proposed leasehold condominium project consisting of forty-two (42) residential apartments arranged throughout a single building of three (3) stories. The common elements include a utility building, and the washer and dryer therein, swimming pool and filtration plant, parking area, sewage disposal system and outdoor lighting.
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 not been filed in the office of the recording officer.

4. No advertising or promotional matter has been submitted pursuant to rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Hawaii Revised Statutes, Chapter 514, and the rules and regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, February 9, 1970, unless a Supplementary Public Report issues or the Commission, upon review of registration, issues an order extending the effective period of this report.

NAME OF PROJECT: KULAKANE APARTMENTS

LOCATION: The approximate 1.16 acres of land to be committed to the regime is situated at Kaanapali, Lahaina, Island and County of Maui, State of Hawaii.

TAX KEY: SECOND DIVISION 4-3-06-11

ZONING: B-2 Community Business District

DEVELOPER: KULAKANE DEVELOPMENT CORP., Lahaina, Maui, Hawaii. Telephone 669-6363. A Hawaii corporation registered with the Department of Regulatory Agencies, State of Hawaii, on August 1, 1968. The officers are:

Leonard Goldman	President	1014 North Second Street Phoenix, Arizona
Patricia Goldman	Vice President	1014 North Second Street Phoenix, Arizona
William F. Crockett	Secretary-Treasurer	38 S. Market Street Wailuku, Maui, Hawaii

ATTORNEY REPRESENTING DEVELOPER: Crockett & Crockett (Attention: Mr. William F. Crockett, 38 S. Market Street, Wailuku, Maui, Hawaii. Telephone 33-796.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects that the project is to consist of forty-two (42) residential apartments located within a single building of three (3) stories, situate upon the 1.16 acre of land hereinbefore described. Each apartment shall consist of the space measured horizontally by the distances between the surfaces of the interior walls of each apartment, and the space measured by the area of the lanai of each apartment; and measured vertically by the distance between the topside surface of the wood or concrete floor, as the case may be, and the underside surface of the ceiling (or roof, in the case of the loft of the apartments on the third story and mezzanine).

The principal materials of which the central residential apartment building shall be constructed are as follows: the footings shall be of reinforced concrete; the walls shall be of wood stud, plaster board on the interior and cedar shingles on the exterior; the beams shall be of wood; the ground floor slab shall be of reinforced concrete; the floors of the second and third stories shall be of plywood covered with cement topping; the walls between apartments, and between rooms within each apartment, shall be of wood studs with plaster board; the stairs and lanais of the apartments on the second and third stories shall be of wood; the floors of the apartments shall be covered with vinyl asbestos tile or carpets; the roof shall be of cedar shakes.

The principal materials of which the utility building shall be constructed are as follows: the floor slab shall be of reinforced concrete; the walls shall be of concrete block with skim coat stucco; the roof shall be of cedar shakes. There are fourteen (14) residential apartments located on each of the three stories of the apartment building. Apartments 101 through 114 are located on

the ground floor. Apartments 201 through 214 are located on the second story. Apartments 301 through 314 are located on the third story and mezzanine.

The apartments will be of nine (9) types: (1) "Ground Floor/One Bedroom Unit/End"; (2) "Ground Floor/One Bedroom Unit/Typical"; (3) "Second Story/One Bedroom Unit/End"; (4) "Second Story/One Bedroom Unit/Typical"; (5) "Second Story/One Bedroom Unit/Passage"; (6) "Third Story/Two-Bedroom Unit/End"; (7) "Third Story/Two-Bedroom Unit/Typical"; (8) "Third Story/Two-Bedroom Unit/Passage"; (9) "Third Story/Two-Bedroom Unit/Small Passage."

Apartments 101 and 114 are "Ground Floor/One Bedroom Unit/End" apartments. Apartments 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112 and 113 are "Ground Floor/One Bedroom Unit/Typical" apartments.

Apartments 201 and 214 are "Second Story/One Bedroom Unit/End" apartments. Apartments 202, 203, 204, 205, 206, 207, 208, 210, 211, 212 and 213 are "Second Story/One Bedroom Unit/Typical" apartments. Apartment 209 is a "Second Story/One Bedroom Unit/Passage" apartment.

Apartments 301 and 314 are "Third Story/Two-Bedroom Unit/End" apartments. Apartments 302, 303, 304, 305, 306, 307, 308, 311, 312 and 313 are "Third Story/Two-Bedroom Unit/Typical" apartments. Apartment 309 is a "Third Story/Two-Bedroom Unit/Passage" apartment. Apartment 310 is a "Third Story/Two-Bedroom Unit/Small Passage."

Each One Bedroom Unit apartment on the ground floor (apartments 101 through 114) shall consist of a living room, kitchen, bath, bedroom and a lanai. Each "Ground Floor/One Bedroom Unit/End" apartment shall have an approximate enclosed floor space of 661 square feet and a lanai of approximately 114.2 square feet. Each "Ground Floor/One Bedroom Unit/Typical" apartment shall have an approximate enclosed floor space of 499.4 square feet and a lanai of approximately 89.9 square feet.

Each One Bedroom Unit apartment on the second story (apartments 201 through 214) shall consist of a living room, kitchen, bath, bedroom, wardrobe and lanai. Apartments 201 and 214 shall each also have a storage area included within each apartment. Each "Second Story/One Bedroom Unit/End" apartment shall have an approximate enclosed floor space of 671.9 square feet and a lanai of approximately 116 square feet. Each "Second Story/One Bedroom Unit/Typical" apartment shall have an approximate enclosed floor space of 567.6 square feet and a lanai of approximately 89.9 square feet. The "Second Story/One Bedroom Unit/Passage" apartment shall have an approximate enclosed floor space of 878.6 square feet and a lanai of approximately 158.1 square feet.

Each Two-Bedroom Unit apartment on the third story and mezzanine (apartments 301 through 314) shall consist of a living room, kitchen, two baths, two bedrooms, gallery, loft and lanai. Each "Third Story/Two-Bedroom Unit/End" apartment shall have an approximate enclosed floor space of 1,074 square feet and a lanai of approximately 191.6 square feet. Each "Third Story/Two-Bedroom Unit/Typical" apartment shall have an approximate enclosed floor space of 858 square feet and a lanai of approximately 89.9 square feet. The "Third Story/Two-Bedroom/Passage" apartment shall have an approximate enclosed floor space of 1,332.4 square feet and a lanai of approximately 158.1 square feet. The "Third Story/Two-Bedroom Unit/Small Passage" apartment shall have an approximate enclosed floor space of 988 square feet and a lanai of approximately 89.9 square feet.

Apartments 101 through 114 shall each have immediate access to the land heretofore described. All of the other apartments shall each have immediate access to the respective stairways appurtenant to the various apartments as limited common elements.

COMMON ELEMENTS: The proposed Declaration reflects that the common elements include: (a) the land heretofore described, except such portions hereafter described as limited common elements, and the superadjacent airspace above the roof, and next to the exterior walls, of the said building; (b) all foundations, columns, beams, supports, main walls, roof, corridors, exterior walls, partition

walls between each apartment, floors and ceilings; (c) the utility building, and the washer and dryer installed therein, swimming pool and its filtration plant, parking area, sewage disposal system, 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; and (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: There shall be appurtenant to apartments 101 and 114, individually, as a limited common element, appertaining to and reserved for the exclusive respective use of each such apartment, the portions of the land heretofore described immediately adjacent to the living room of each such apartment, shown upon the Condominium Map as the "private court," with the following approximate dimensions: length nineteen feet (19'); depth ten feet (10').

There shall be appurtenant to apartments 101, 201 and 301, jointly, as a limited common element, appertaining to and reserved for the joint exclusive use of such apartments, the common stairs, adjacent to the entry for each such apartment, shown upon the Condominium Map as "Stair A."

There shall be appurtenant to apartments 102, 202, 302, 103, 203, and 303, jointly, as a limited common element, appertaining to and reserved for the joint exclusive use of such apartments, the common stairs, adjacent to the entry for each such apartment, shown upon the Condominium Map as "Stair B."

There shall be appurtenant to apartments 104, 204, 304, 105, 205 and 305, jointly, as a limited common element, appertaining to and reserved for the joint exclusive use of such apartments, the common stairs, adjacent to the entry for each such apartment, shown upon the Condominium Map as "Stair C."

There shall be appurtenant to apartments 106, 206, 306, 107, 207 and 307, jointly, as a limited common element, appertaining to and reserved for the joint exclusive use of such apartments, the common stairs, adjacent to the entry for each such apartment, shown upon the Condominium Map as "Stair D."

There shall be appurtenant to apartments 108, 208, 308, 109, 209 and 309, jointly, as a limited common element, appertaining to and reserved for the joint exclusive use of such apartments, the common stairs, adjacent to the entry for each such apartment, shown upon the Condominium Map as "Stair E."

There shall be appurtenant to apartments 110, 210, 310, 111, 211 and 311, jointly, as a limited common element, appertaining to and reserved for the joint exclusive use of such apartments, the common stairs, adjacent to the entry for each such apartment, shown upon the Condominium Map as "Stair F."

There shall be appurtenant to apartments 112, 212, 312, 113, 213 and 313, jointly, as a limited common element, appertaining to and reserved for the joint exclusive use of such apartments, the common stairs, adjacent to the entry for each such apartment, shown upon the Condominium Map as "Stair G."

There shall be appurtenant to apartments 114, 214 and 314, jointly, as a limited common element, appertaining to and reserved for the joint exclusive use of such apartments, the common stairs, adjacent to the entry for each such apartment, shown upon the Condominium Map as "Stair H."

INTEREST TO BE CONVEYED PURCHASER: The proposed Declaration reflects that the percentage of undivided interest in the common elements appertaining to the apartments is as follows:

Apartment 101	2.34%	Apartment 208	1.96%
102	1.75%	209	3.39%
103	1.75%	210	1.96%
104	1.75%	211	1.96%
105	1.75%	212	1.96%
106	1.75%	213	1.96%
107	1.75%	214	2.30%
108	1.75%	301	3.90%
109	1.75%	302	2.97%
110	1.75%	303	2.97%
111	1.75%	304	2.97%
112	1.75%	305	2.97%
113	1.75%	306	2.97%
114	2.34%	307	2.97%
201	2.30%	308	2.97%
202	1.96%	309	4.30%
203	1.96%	310	2.97%
204	1.96%	311	2.97%
205	1.96%	312	2.97%
206	1.96%	313	2.97%
207	1.96%	314	3.90%

The undivided interests established and to be conveyed with the respective "apartments" cannot be changed, and the Developer/Owners covenant and agree that the undivided interests in the "common areas and facilities" and the leasehold titles to the respective "apartments" to be conveyed, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective "apartment" even though the description in the instrument of conveyance or encumbrance may refer only to the leasehold title to the "apartment." The proportionate shares of the separate owners of the respective "apartments" in the profits and common expenses in the "common areas and facilities" as well as their proportionate representation for voting purposes in the Association of Apartment Owners shall be the undivided interest shown above.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration reflects that the "apartments" shall be used for residential purposes.

OWNERSHIP OF TITLE: A Preliminary Report dated July 16, 1969, prepared by Title Guaranty of Hawaii, Incorporated, certifies that Kazuo Kishi and Margaret Toshie Kishi have title to the land committed to the project.

The Developer, Kulakane Development Corp., has submitted to the Commission a copy of its Development Agreement entered upon with Leonard Goldman, Principal Stockholder of Developer, and Kazuo Kishi and Margaret Toshie Kishi, Owners of Fee. The Development Agreement, dated August 8, 1969, calls for Developer to construct forty-two (42) apartments upon the said property, and Owners of Fee agree to submit the said property, including the said buildings, to a horizontal property regime. The Development Agreement further provides for the sale of such apartments by the Developer, and the issuance of appropriate apartment leases by Owners of Fee to the purchaser of each apartment. The Development Agreement shows that the apartment leases will be for terms of fifty-five (55) years.

ENCUMBRANCES AGAINST TITLE: Mortgage from Kazuo Kishi and Margaret Toshie Kishi to Bank of Hawaii, dated December 28, 1965, recorded in Liber 5224, page 112; Reservation in favor of State of Hawaii of all mineral and metallic mines; and Taxes that may be due and owing and a lien on the land under search, reference is hereby made to the Office of the Tax Assessor of the Second Division.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated December 15, 1969, identifies First Hawaiian Bank, a Hawaii banking corporation, as the Escrow Agent. On examination the specimen Contract of Sale and the executed Escrow Agreement are found to be in compliance with Hawaii Revised Statutes, Chapter 514, and particularly Hawaii Revised Statutes, Sec. 514-35 and Sec. 514-36 through Sec. 514-40.

Among other provisions the executed Escrow Agreement states that a purchaser under 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: (1) 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 buildings, unless Developer obtains the written approval or acceptance of such specific change in building plans by such apartment purchaser; (2) 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; (3) Such Final Public Report is not issued within one year from the date of issuance of such Preliminary Public Report; and (4) 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.

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.

STATUS OF PROJECT: No building contract has been executed.

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 12, 1969.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 313 filed with the Commission on December 15, 1969.

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


HERBERT S. ISONAGA, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

REB:va

Distribution:

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

February 9, 1970
Registration No. 313