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
LAHAINA SHORES
Lahaina, Maui, Hawaii

REGISTRATION NO. 523

## 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: April 17, 1973
Expires: May 17, 1974

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 FEBRUARY 2, 1973, AND INFORMATION SUBSEQUENTLY FILED AS OF APRIL 16, 1973. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT AND AMENDMENTS THERETO, CHAPTER 514, HAWAII REVISED STATUTES.

1. LAHAINA SHORES is a proposed leasehold condominium project consisting of 200 condominium apartments contained in a seven-story building with a partial basement and a commercial apartment consisting of the spaces contained in four separate buildings. There will be one

hundred unassigned parking stalls for the exclusive use of the residential apartments and ninety unassigned parking stalls for the exclusive use of the commercial apartment.

2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium 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 the rules and regulations promulgated by the Commission.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the condominium Rules and Regulations which relate to Horizontal Property Regimes.

6. This Preliminary Public Report automatically expires thirteen months after date of issuance, April 17, 1973, unless a Supplementary Public Report is issued or the Commission, upon review of the registration issues an order extending the effective period of this report.

NAME OF PROJECT: LAHAINA SHORES

LOCATION: The 144,282 square feet of fee simple land to be committed to the Horizontal Property Regime is situate on Front Street, in Lahaina, County of Maui, State of Hawaii.

TAX KEY: SECOND DIVISION 4-6-02-7 and 18

ZONING: H-2, Hotel District, and Maui County Historic District.

DEVELOPER: The Developer is McNeil Construction Co., a California corporation authorized to do business in the State of Hawaii. The principal place of business and post office address of the Developer in Hawaii is 225 Queen Street, Honolulu, Hawaii.

The corporate officers of the Developer are: Bruce W. McNeil, President, 875 Comstock Avenue, Los Angeles, California 90024; Patrick B. McNeil, Vice President, 10528 Blythe Avenue, Los Angeles, California 90064; Lois M. Strong, Secretary-Treasurer, 640 Las Lomas Avenue, Pacific Palisades, California 90272.

Its directors are: Bruce W. McNeil; Lois M. Strong; Bobette L. McNeil, 875 Comstock Avenue, Los Angeles, California 90024;

Helen M. McNeil, 519 Burlingame Avenue, Los Angeles, California 90049; Elmer Austin, 11673 Bryant Road, El Monte, California.

ATTORNEY REPRESENTING DEVELOPER: Ashford & Wriston (Attention: Galen C. K. Leong), 235 Queen Street, Honolulu, Hawaii. Telephone 531-3761.

DESCRIPTION: The Declaration of Horizontal Property Regime reflects that the project is divided as follows:

1. Residential Apartments. Two hundred (200) estates are designated as residential apartments in the spaces within the perimeter walls, floors and ceilings of each of the two hundred residential apartments of the project contained in the seven story apartment building with a partial basement constructed principally of reinforced concrete, steel and glass, as described and shown on the plans of the project. Each residential apartment is numbered and located as shown on said plans and contains the number of rooms and approximate gross floor area according to the plan of such residential apartment as described below and as shown on said plans. Beginning with the ground floor, the floors are numbered in ascending order with the numbers 1 through 6 and the seventh floor is designated as the penthouse level. The residential apartments on the first six floors are designated by a three digit number; the first digit indicates the number of the floor and the remaining two digits indicate the position of the residential apartment on the floor as shown on said plans. The residential apartments on the penthouse level are designated PH-1 through PH-7, inclusive.

(a) Said plans are designated A, A-1, B, C, C-1, C-2, D and E and are further described as follows:

(1) A Plan A apartment is a studio apartment with 2 rooms (the larger room contains the kitchen and the dining-living-sleeping area and the smaller room is the bathroom) with an approximate gross floor area, including the lanai, of 553 square feet. There are 32 apartments of this plan on each of the second through sixth floors, inclusive, making a total of 160 apartments of this plan in the project.

(2) A Plan A-1 apartment is a studio apartment with 2 rooms (the larger room contains the kitchen and the living-dining-sleeping area and the smaller room is the bathroom) with an approximate gross floor area, including the lanai, of 611 square feet. There are 2 apartments of

this plan at the north end of the building on each of the second through sixth floors, inclusive, making a total of 10 apartments of this plan in the project.

(3) A Plan B apartment contains 4 rooms (a large room containing the kitchen and living-dining room, one bedroom, a bathroom and a walk-in closet and a lanai) with an approximate gross floor area, including the lanai, of 1143 square feet. There are 2 apartments of this plan at the south end of the building on each of the second through sixth floors, inclusive, making a total of 10 apartments of this plan in the project.

(4) A Plan C apartment contains 4 rooms (a large room containing the kitchen and living-dining room, one bedroom, a bathroom with a bath-tub and a bathroom with a shower and two lanais) with an approximate gross floor area, including the lanais, of 1050 square feet. There are 11 apartments of this plan and all are located on the ground floor of the building.

(5) A Plan C-1 apartment contains 3 rooms (a large room containing the kitchen and living-dining room, one bedroom and one bath and two lanais) with an approximate gross floor area, including the lanais, of 923 square feet. There is one apartment of this plan at the north end of the building on the ground floor.

(6) A Plan C-2 apartment contains 3 rooms (a large room containing the kitchen and living-dining room, one bedroom and one bath and two lanais) with an approximate gross floor area, including the lanais, of 945 square feet. There is one apartment of this plan at the southwest corner of the building on the ground floor.

(7) A Plan D apartment contains 7 rooms (living-dining room, kitchen, 1 bedroom, 2 bath-rooms, a dressing area and a walk-in closet and a lanai), with an approximate gross floor area, including lanai, of 1225 square feet. There are 6 apartments of this plan, all located on the penthouse level.

(8) A Plan E apartment contains 7 rooms (living-dining room, kitchen, 1 bedroom, 2 bath-rooms, a dressing area and a walk-in closet and a lanai), with an approximate gross floor area,

including lanai, of 1424 square feet. There is one apartment of this plan at the northeast corner of the building on the penthouse level.

(b) Each residential apartment has immediate access to the hallways, entrances, stairways and elevators permitting ingress and egress to and from the residential floors and to the walkways, sidewalks, parking areas, driveways and roads connecting it to the public streets.

(c) Each residential apartment shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the apartment or of interior load-bearing walls, nor shall said apartment be deemed to include the pipes, wires, conduits or other public utility lines running through the apartment which are utilized for or serve more than one apartment. The residential apartment shall be deemed to include all of the areas or spaces enclosed by the walls, floors and ceilings surrounding the apartment, the lanai, all the walls and partitions which are not load-bearing within the perimeter walls of the apartment, the inner decorated or finished surfaces of all walls, floors and ceilings of the apartment, all doors, window frames, windows and glass walls, and all fixtures and appliances originally installed therein.

2. Commercial Apartment. One (1) estate is designated as the Commercial Apartment within the perimeter walls, floors and ceilings of each of the eight spaces in the four separate buildings shown on said plans and described as follows:

(a) There are two such spaces in each of the four two-story buildings shown on said plans and designated as Building "A", Building "B", Building "C" and Building "D". There is one such space on each floor of each building and each such space comprises one room, which may be partitioned and subdivided into several rooms. The eight spaces are designated as spaces 1 through 8, are located and contain the approximate floor areas as follows:

| Space Number | Building | Location | Approximate Floor Area |
|---|---|---|---|
| Space 1 | Building "A" | 1st floor | 8893 |
| 2 | "A" | 2nd floor | 6218 |
| 3 | "B" | 1st floor | 6791 |
| 4 | "B" | 2nd floor | 6682 |
| 5 | "C" | 1st floor | 9961 |
| 6 | "C" | 2nd floor | 9319 |
| 7 | "D" | 1st floor | 3498 |
| 8 | "D" | 2nd floor | 3039 |

(b) Each space in the Commercial Apartment has immediate access to the corridors, stairways, courtyard, walkways, driveways and ramps connecting it to the adjacent public areas and streets.

(c) The Commercial Apartment shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding any space comprising the apartments or of interior load-bearing walls, or any pipes, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment in the project, the same being deemed common elements as hereinafter provided. Said 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 surrounding any space comprising the apartment, and all fixtures and equipment installed in any such space. All doors, windows and glass walls serving said apartment shall be considered a part of such apartment.

COMMON ELEMENTS: The Declaration reflects that the remaining portions of the project are designated as and called the "common elements", including specifically but not limited to: the land described above; the foundations, columns, girders, beams, supports, load-bearing walls not exclusively serving a particular apartment, roofs, halls, corridors, lobbies, stairs, stairways and fire escapes and entrances and exits of the residential apartment building and of the four separate buildings containing the Commercial Apartment; the yards and grounds, recreational facilities, fences, walkways, parking and loading areas, driveways and pavement; central facilities and appurtenant installations for utility and other common services such as power, light, gas, water and air conditioning; elevators, tanks, pumps, motors, fans, compressors, ducts and, in general, all other apparatus and installations existing for common use; and, all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: The Declaration reflects that portions of the common elements are set aside and allocated as "limited common elements" for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements and shall be charged with the expenses relating thereto as follows:

1. The following designated common elements are reserved for the exclusive use and are appurtenant to all of the residential apartments of the project: All of the land area, herein called the "residential apartment site", the perimeter of which is delineated in said

plans and within which said seven-story residential apartment building is located, is designated a limited common element appurtenant to and for the exclusive use of the residential apartments, subject, however, to easements over the same which may be provided herein, and all common elements within or situated on said residential apartment site shall be limited common elements for the exclusive use and appurtenant to all of the residential apartments, including, but not limited to, all central installations for services such as power, light, gas, hot and cold water, refrigeration and air conditioning, all elevators with their appurtenant equipment and housings, tanks, pumps, motors, fans, ducts, chases, halls, corridors, stairways, the finished exterior vertical surfaces of the building, recreational facilities, if any, lobby, manager's office, parking area and landscaping which are designed for the exclusive use of the residential apartments or are located within or situated on said residential apartment site.

All expenses which are incurred in connection with the common elements reserved for the exclusive use of the residential apartments shall be borne by each residential apartment according to its respective apartment plan, as follows:

| | |
|---|---|
| Plan A | .4313% |
| Plan A-1 | .4767% |
| Plan B | .8915% |
| Plan C | .8190% |
| Plan C-1 | .7200% |
| Plan C-2 | .7372% |
| Plan D | .9555% |
| Plan E | 1.1108% |

2. The following designated common elements are reserved for the exclusive use and are appurtenant to the Commercial Apartment: All of the land area, herein called the "commercial apartment site", the perimeter of which is delineated in said plans and within which the four buildings containing the spaces comprising said Commercial Apartment are located, is designated a limited common element appurtenant to and for the exclusive use of the Commercial Apartment, subject, however, to easements over the same which may be provided herein, and all common elements within or situated on said commercial apartment site, excluding the parking area located within said site, shall be limited common elements for the exclusive use and appurtenant to said Commercial Apartment, including, but not limited to, all central installations for services such as power, light, gas, hot and cold water,

refrigeration and air conditioning, stairways, all finished exterior vertical surfaces which form a part of the exterior of the buildings in which the various spaces comprising the Commercial Apartment are contained, the courtyard, walks and arcades adjacent to said buildings, and the landscaping which are designed for the exclusive use of the Commercial Apartment or are located within or situated on said commercial apartment site.

All expenses which are incurred in connection with the common elements reserved for the exclusive use of the Commercial Apartment shall be borne entirely by the Commercial Apartment.

3. The parking area located within said commercial apartment site and below the buildings containing the spaces comprising the Commercial Apartment shall be subject to the exclusive uses as follows:

(a) Thirty (30) designated parking spaces within said parking area are and shall be reserved for the exclusive use of the residential apartments of the project.

(b) The remaining parking spaces within said parking area are and shall be reserved for the exclusive use of the Commercial Apartment.

INTEREST TO BE CONVEYED TO 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 the common expenses of the project, except for expenses related to the limited common elements, and for all other purposes including voting on issues of common concern, in accordance with its respective apartment plan, as follows:

| | |
|---|---|
| Plan A | .3028% |
| Plan A-1 | .3347% |
| Plan B | .6260% |
| Plan C | .5751% |
| Plan C-1 | .5055% |
| Plan C-2 | .5176% |
| Plan D | .6709% |
| Plan E | .7799% |
| Commercial Apartment | 29.7905% |

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The apartments shall be occupied and used only as follows:

1. The residential apartments shall be occupied and used as lodgings by the respective owners thereof, their

tenants, families, domestic servants and guests.

2. The commercial apartments shall be occupied and used only for general office or commercial purposes and may include any lawful commercial enterprise therein.

Except for the above expressed restrictions, 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: The owner of the fee simple title to the lands is Lahaina Venturers, a Hawaii registered limited partnership, title to said lands having been vested in Bruce William McNeil, husband of Bobette Lane McNeil, General Partner of Lahaina Venturers, by deed dated September 22, 1972, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 8693, at Page 294. The Preliminary Report dated April 11, 1973 furnished by Title Guaranty of Hawaii Incorporated confirms that title is vested as described herein.

ENCUMBRANCES AGAINST TITLE:

1. The reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. The location of the seaward boundary in accordance with the law of the State of Hawaii.

3. The terms and conditions of that certain unrecorded development agreement dated October 27, 1972, a short form being filed as Land Court Document No. 604091 and also recorded in said Bureau in Liber 8693, at Page 373.

4. Real property taxes now a lien but not yet due and payable.

5. Mortgage dated October 27, 1972, recorded in said Bureau in Liber 8693, at Page 340, and Additional Security Mortgage dated October 27, 1972, recorded in said Bureau in Liber 8693, at Page 360.

6. Mortgage dated October 27, 1972, recorded in said Bureau in Liber 8693, at Page 299, and as Land Court Document No. 604089, and Additional Security Mortgage dated October 27, 1972, recorded in said Bureau in Liber 8693, at Page 324, and as Land Court Document No. 604090.

PURCHASE MONEY HANDLING: A copy of the Escrow Agreement dated February 2, 1973, by and between Title Guaranty Escrow Services, Inc., a Hawaii corporation, as Escrow, and McNeil Construction Co., as Seller, has been submitted to the Commission as part of this registration. On examination the Escrow Agreement and

Sales Contract are found to be in compliance with Chapter 514, Hawaii Revised Statutes. The provisions of the Sales Contract should be carefully read by the purchasers. The specimen document filed as a part of the registration recites the conditions under which the purchaser acknowledges receipt of the Public Report.

Among other provisions the Escrow Agreement provides that a Purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds to said Purchaser, without interest and without any escrow fee for cancellation, if Purchaser shall in writing request refund of his funds and any one of the following shall have occurred:

1. Escrow receives a written request from Seller to return to Purchaser the funds of such Purchaser then held hereunder by Escrow; or

2. If a Purchaser's funds were obtained prior to the issuance of a final public report and if there is any change in the condominium building plans, subsequent to the execution of Purchaser's Sales Contract, requiring the approval of a county officer having jurisdiction over the issuance of permits for construction of buildings, unless the Purchaser has given written approval or acceptance of the specific change; or

3. If the final public report differs in any material respect from the preliminary public report, unless the Purchaser has given written approval or acceptance of the difference; or

4. If the final public report is not issued within one year from the date of issuance of the preliminary public report.

Among other provisions the specimen Sales Contract provides that in the event that less than 50% of the 200 apartments are sold by April 1, 1974, or if the Seller is prevented by law from proceeding with construction of the project as therein contemplated, Seller, at its option, may cancel the contract upon written notice to Purchaser, in which event all sums paid by Purchaser thereunder shall be refunded to Purchaser, without interest, and the contract shall be deemed to have been cancelled and both parties shall be released from all obligations and liability thereunder.

Note: Purchasers are expressly advised that adjoining studio apartments may be purchased and converted into a one bedroom apartment with only one kitchen. If a Purchaser elects to purchase such an apartment, the Declaration will be revised prior to filing to describe such apartment, and the common interest appurtenant to such apartment shall be the sum of the common interests which would have been appurtenant to each such studio apartment.

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

MANAGEMENT AND OPERATION: The Declaration of Horizontal Property Regime provides that the operation of the project shall be conducted for the Association of Apartment Owners by a responsible corporate Managing Agent. The initial Managing Agent has not yet been selected.

STATUS OF THE PROJECT: The Developer reports that construction of the project has not yet commenced.

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The purchaser or prospective purchaser shall be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted February 2, 1973, and information subsequently filed as of April 16, 1973.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 523 filed with the Commission on February 2, 1973.

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

(for) DOUGLAS R. SODETANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:
- Department of Taxation
- Bureau of Conveyances
- Planning Department, City & County of Honolulu
- Federal Housing Administration
- Escrow Agent

Registration No. 523
April 17, 1973