

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

KOLOPA

Rt. 1 - Lawai Beach Road
Koloa, Kauai, Hawaii
REGISTRATION NO. 540

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: July 27, 1973
Expires: August 27, 1974

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 the prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED MARCH 27, 1973. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514, HAWAII REVISED STATUTES.

1. KOLOPA is a proposed fee simple condominium project consisting of a four (4) story building, without a basement, consisting of a South Wing containing forty (40) apartments and an East Wing containing thirty-five (35) apartments. There are a total of seventy-five (75) residential apartments and seventy-six (76) parking spaces.

2. Materials. The principal materials used in the construction of the building are concrete, concrete block and brick.

3. The Developer of the project has filed all documents and materials deemed necessary by the Commission for the registration of this proposed condominium project and the issuance of this Preliminary Public Report.

4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners and a copy of the approved Floor Plans) have not yet been filed in the Bureau of Conveyances of the State of Hawaii.

5. No advertising or promotional matter has been filed pursuant to the rules and regulations promulgated by the Commission.

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

7. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, July 27, 1973, unless a Final Public Report issues or the Commission, upon review of the registration, issues an order extending the period of this report.

8. This Preliminary Public Report is made a part of registration on Kolopa condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) in the hands of all purchasers. Securing a signed copy of the Receipt for the Preliminary Horizontal Property Regime Public Report from each purchaser is also the responsibility of the Developer.

NAME OF PROJECT: KOLOPA.

LOCATION: The approximate 75,002 square feet of fee simple land committed to the regime is situated on Rt. 1 - Lawai Beach Road, Kolopa, Kauai, Hawaii.

TAX MAP KEY: Fourth Division: 2-6-5-11.

ZONING: R-20 (resort district) as S-Sh (shore district) under classification 5.05.

DEVELOPER: Kauai Securities, Limited, Rt. 1 - Lawai Beach Road, Koloa, Kauai, Hawaii, and whose officers are: C. Paul Sandifur, President; Lee Knipe, Vice President; Nakoto Ono, Vice President; and Charles Sandifur, Secretary-Treasurer.

ATTORNEY REPRESENTING DEVELOPER: Conroy, Hamilton, Gibson, Nickelsen & Rush (Attention: Dwight M. Rush and Walter Beh, II), 20th Floor, Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813, Phone 521-2611.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a fee simple condominium project consisting of a four (4) story building, without a basement, consisting of a South Wing containing forty (40) apartments and an East Wing containing thirty-five (35) apartments, for a total of seventy-five (75) apartments:

Thirty (30) apartments, being apartments 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307, 308, 401, 402, 403, 404, 405 and 406, are built according to FLOOR PLAN "B-1", and each consists of four (4) rooms, including a bedroom, a living-dining room, a kitchen, a bathroom and a lanai; each of these apartments contains a floor area of approximately 854 square feet, including the lanai of approximately 122 square feet.

Three (3) apartments, being apartments 109, 209 and 309, are built according to FLOOR PLAN "B-1-A", and each consists of four (4) rooms, including a bedroom, a living-dining room, a kitchen, a bathroom and a lanai; each of these apartments contains a floor area of approximately 908 square feet, including the lanai of approximately 78 square feet.

Sixteen (16) apartments, being apartments 112, 113, 116, 117, 212, 213, 216, 217, 312, 313, 316, 317, 411, 412, 415 and 416, are built according to FLOOR PLAN "A-1", and each consists of five (5) rooms, including a bedroom, a living room, a dining room, a kitchen, a bathroom and a lanai; each of these apartments contains a floor area of approximately 824 square feet, including the lanai of approximately 76 square feet.

Four (4) apartments, being apartments 110, 210, 310 and 409, are built according to FLOOR PLAN "A-2-B", and each consists of seven (7) rooms, including two (2) bedrooms, a living room, a dining room, a kitchen, two (2) bathrooms and a lanai; each of these apartments contains a floor area of approximately 1,095 square feet, including the lanai of approximately 110 square feet.

Sixteen (16) apartments, being apartments 111, 114, 115, 118, 211, 214, 215, 218, 311, 314, 315, 318, 410, 413, 414 and 417, are built according to FLOOR PLAN "A-2", and four (4) apartments, being apartments 119, 219, 319 and 418, are built according to FLOOR PLAN "A-2-A"; each of these apartments consists of seven (7) rooms, including two (2) bedrooms, a living room, a dining room, a kitchen, two (2) bathrooms and a lanai; each of these apartments contains a floor area of approximately 1,059 square feet, including the lanai of approximately 106 square feet.

One (1) apartment, being apartment 407, is built according to FLOOR PLAN "B-2", and consists of six (6) rooms, including two (2) bedrooms, a living-dining room, a kitchen, two (2) bathrooms and a lanai; this apartment contains a floor area of approximately 1,212 square feet, including the lanai of approximately 122 square feet.

One (1) apartment, being apartment 408, is built according to FLOOR PLAN "B-2-A", and consists of six (6) rooms, including

two (2) bedrooms, a living-dining room, a kitchen, two (2) bathrooms and two (2) lanais; the apartment contains a floor area of approximately 1,408 square feet, including the lanais of approximately 78 square feet and 122 square feet.

Each apartment has immediate access to the grounds of the project or to an access balcony which leads to three stairways, and two (2) elevators, each of which lead to the grounds of the project.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floors and ceilings surrounding each apartment, or any pipes, wires, conduits, or other utilities or service lines running through such apartments 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 all the walls and partitions which are not load-bearing within its perimeter or party walls, the inner decorated or finished surfaces of all walls, floors and ceilings, doors and door frames, windows and window frames and lanais, the lanai air space and all fixtures originally installed therein.

COMMON ELEMENTS: One freehold estate is designed in all of the remaining portions of the project, herein called "common elements", including specifically but not limited to:

1. The land in fee simple;
2. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, chases, entries, stairways, walkways, entrances and exits of said buildings;
3. All yards, grounds and landscaping;
4. All roads, driveways and parking areas;
5. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any;
6. Elevator lobbies and utility rooms located on all floors;
7. Any and all other apparatus and installations of 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: Certain parts of the common elements, herein called the "limited common elements", are designated and set aside for the exclusive use of certain apartments, and such apartments having appurtenant thereto easements for the use of

such limited common elements as follows: the access corridors, access balconies, and elevator lobbies on each floor on or above the second floor are restricted for the use of the apartments located on each of the respective floors.

INTEREST TO BE CONVEYED TO PURCHASERS: The Declaration indicates that the purchasers securing an apartment deed will obtain an apartment together with the following appurtenant undivided percentage interests in the common elements of the project:

Floor Plan "B-1" Apartments:	1.2251%
Floor Plan "B-1-A" Apartments:	1.3025%
Floor Plan "A-1" Apartments:	1.1820%
Floor Plan "A-2-B" Apartments:	1.5708%
Floor Plan "A-2-A" Apartments:	1.5191%
Floor Plan "B-2" Apartment:	1.7425%
Floor Plan "B-2-A" Apartment:	2.0198%

This same percentage interest for each apartment shall be used in determining each purchaser's proportionate share of all common profits and expenses of the project and shall be used for all other purposes including determining the proportionate representation for voting purposes in the Association of Apartment Owners of the project.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that the apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests. The apartments may also be used for hotel or transient purposes. The apartments may not be used for any other purpose unless consent of the Board of Directors is secured. The owners of the respective apartments shall have the absolute right to lease the same subject to the limitations, restrictions, covenants and conditions of the Declaration.

OWNERSHIP OF TITLE: The Developer in its Notice of Intention represents that it is the owner of the fee simple title to the property committed to the project, said property having been a portion of the lands conveyed to the Developer by Deed dated September 14, 1965, and recorded in the Bureau of Conveyances of the State of Hawaii, in Liber 5490, at Page 380. The Developer will issue individual apartment deeds directly to the buyers.

ENCUMBRANCES AGAINST TITLE: A Preliminary Report dated March 14, 1973, issued by Title Guaranty of Hawaii Incorporated, as submitted to the Commission, provides that the following are encumbrances against title to the property.

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Ten (10) foot road setback along Lawai Beach Road.
3. Exception and reservation of all such water rights and konohiki rights as are, or may be, appurtenant to the lands of the project.

4. Exception of title to that portion of the property lying below the wash of the waves, usually evidenced by the edge of vegetation growth or the upper line of debris left by the wash of the waves.

5. Provisions of Act 136 of 1970 Legislature of the State of Hawaii relative to shoreline setbacks.

6. Mortgage dated January 30, 1973, recorded as aforesaid in Liber 9089, Page 64, securing the amount of \$1,000,000.00 from Developer, as Mortgagor, and Firstbank Mortgage Corporation, as Mortgagee.

7. For any taxes that may be due and owing and a lien on the lands of the project, reference is hereby made to the Office of the Tax Assessor of the Fourth Division, State of Hawaii.

NOTE: The Developer advises that the sewer line easement appurtenant to the lands of the project will be relocated.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated April 11, 1973, between Title Guaranty Escrow Service, Inc., as Escrow, and Developer has been filed with the Commission. On examination, the executed Escrow Agreement filed with the Commission is found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Sections 514-36 through 514-40, H.R.S. Among other provisions, the executed Escrow Agreement states that a purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds to said purchaser, without interest, and less Escrow's \$15.00 cancellation fee, 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 Developer to return to purchaser the funds of such purchaser then held under the Escrow Agreement 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 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 a purchaser's funds were obtained prior to the issuance of a Final Public Report and the request is prior to the time the Final Public Report is issued; or

4. 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

5. If the Final Public Report is not issued within one (1) year of the date of issuance of the Preliminary Public Report.

The Specimen Reservation Agreement states that in the event less than 30 apartment units are sold prior to November 30, 1973, Seller may at its option cancel this contract and refund all moneys to buyers, without interest.

It is incumbent on the purchaser and prospective purchaser to read and understand the Escrow Agreement before signing the reservation agreement since the Escrow Agreement prescribes the procedure for receiving and disbursing the purchaser's funds. The Specimen Reservation Agreement specifically provides that the purchaser approve said Escrow Agreement and assume the benefits and obligations therein provided. Purchasers and prospective purchasers are advised to read with care the provisions of the reservation agreement.

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 Apartment Owners under the direction of the Board of Directors by a responsible managing agent. The Developer in its Notice of Intention indicates that it has selected Mr. Lee Knipe, Rt. 1, Koloa, Kauai, Hawaii, as the initial managing agent.

NOTE: Developer advises that no representations or references will be made to either purchasers or prospective purchasers concerning either rental services or management for profit to be provided directly or indirectly by the Developer or the Managing Agent of the project.

STATUS OF PROJECT: Complete and final plans and specifications for the project have been prepared. The Developer advises that construction on the project commenced on February, 1972, and estimates that construction will be completed in January, 1974.

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 March 27, 1973.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION NO. 540 filed with the Commission on March 27, 1973. 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.


(for) DOUGLAS R. SODEHANI, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

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

July 27, 1973
REGISTRATION NO. 540