

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

OR

THE PAVILION AT WAIKIKI
1925 Kalakaua Avenue
Honolulu, Hawaii
REGISTRATION NO. 558

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: August 10, 1973
Expires: September 10, 1974

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:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED MAY 9, 1973. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514, HAWAII REVISED STATUTES.

1. "THE PAVILION AT WAIKIKI" is a proposed leasehold condominium project consisting of approximately 24, 638 square feet of land, with a total of one hundred fifty-four (154) one bedroom, one bath units and one commercial apartment with approximately six thousand (6,000) square feet of commercial space. There will be one (1) building of

thirty (30) stories; the first story will consist of commercial space and parking; the 2nd through the 6th stories will be utilized for parking; the 7th through 28th stories will have seven (7) apartments per story; the 29th story will consist of a recreation deck; the 30th story will consist of a swimming pool. There will be a total of two hundred and sixteen (216) parking spaces one hundred and seventy-three (173) of which are standard size, fourteen (14) are compact size and twenty-nine (29) are tandem spaces. One hundred and seventy-nine (179) of the spaces are covered and thirty-seven (37) are uncovered. The parking spaces will be assigned to a unit as the units are sold.

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 Regimes, By-Laws of Association of Apartment Owners, and a copy of the approved floor plans) have been filed with the Real Estate Commission.
4. Advertising and promotional matter has been submitted and approved 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 Regime.
6. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance of August 10, 1973, 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: "THE PAVILION AT WAIKIKI"

LOCATION: The approximate 24,638 square feet of real property to be committed to the regime, as a leasehold condominium project is located on the southwest side of Kalakaua Avenue at 1925 Kalakaua Avenue, Honolulu, Hawaii.

TAX KEY: First Division 2-6-07 PARCELS 06 and 07.

ZONING: B-5

DEVELOPER: The Developer is The Pavilion Group, a Hawaii Limited Partnership. A & E Corporation, a Hawaii corporation, whose mailing address is Suite 930, 1600 Kapiolani Boulevard, Honolulu, Hawaii, 96814, is the General Partner of the Pavilion Group. The mailing address of the Developer is c/o A & E Corporation, the General Partner.

The officers of A & E Corporation are as follows: George W. McLaughlin, President; Charles K. C. Chang, Vice President; Elizabeth Davidson Baker McLaughlin, Secretary-Treasurer.

ATTORNEY REPRESENTING DEVELOPER: Charles K. C. Chang and Jason F. Oliver, Suite 1220, 1441 Kapiolani Boulevard, Honolulu, Hawaii, 96814, Telephone No. 946-9686.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects that the project is to consist of the leasehold property located on the southwest side of Kalakaua Avenue at 1923 and 1925 Kalakaua Avenue, Honolulu, Hawaii, and one (1) 30 story building containing a total of one hundred fifty-four (154) apartment units and one (1) commercial space unit (approximately six thousand (6,000) square feet in area), and two hundred and sixteen (216) parking spaces (one hundred seventy-three (173) standard, fourteen (14) compact and twenty-nine (29) tandem parking spaces).

The building is comprised of a ground level (street level-- first floor of building) which will consist of commercial space and parking stalls, five levels of covered and partially covered parking (floors numbered 2 through 6), twenty-two (22) floors of apartments (floors numbered 7 through 28) with seven (7) apartments on each floor, one floor (the 29th floor) as a recreation deck, and one floor (the 30th floor) as a swimming pool. There will be thirteen (13) covered standard parking spaces, five (5) covered compact parking spaces and one (1) covered tandem parking space on the ground level. Floor numbered 2 will accommodate twenty (20) covered standard parking stalls, nine (9) covered compact parking stalls, and eleven (11) covered tandem parking stalls. Floor numbered 3 will accommodate forty-three (43) covered standard parking stalls, and thirteen (13) covered tandem parking stalls. Floor numbered 4 will accommodate twenty-nine (29) covered standard parking stalls, fourteen (14) uncovered standard parking stalls and one (1) covered tandem parking stall. Floor numbered 5 will accommodate twenty-nine (29) covered standard parking stalls and two (2) covered tandem parking stalls. Floor numbered 6 will accommodate three (3) covered standard parking stalls, twenty-two (22) uncovered standard parking stalls, and one (1) uncovered tandem parking stall. The parking spaces shall be numbered with reference to the applicable apartment designation, and the remaining parking spaces to be designated as provided for by the Association of Apartment Owners.

Access to the apartments is directly from the grounds, walkways, and parking areas.

There will be three (3) types of apartment spaces on the floors numbered 7 through 28. Apartments with the designated number 1, 3, 5 and 7 will consist of approximately 608 square feet (inclusive of a lanai of approximately 56 square feet).

Apartments with designated numbers 2 and 6 will consist of approximately 652 square feet (inclusive of a lanai with approximately 100 square feet). Apartments with a designated number 4 will consist of approximately 660 square feet (inclusive of a lanai with approximately 100 square feet). Each apartment shall have the following: one (1) bedroom; one (1) full bath with dressing room with closet space and storage space; a kitchen with built-in cabinets, drawers and storage space, an automatic-defrost refrigerator, a cooking range with hood, an under-counter dishwasher, a disposal, a clothes washer-dryer machine (apartments with designated number 1, 2, 3, 5, 6 and 7 will also have a built-in counter which will double as a snack and refreshment bar); and a living room. Apartments with designated numbers 1, 2, 3, 5, 6, and 7 will also have an entry hall. All apartments will have resilient floor tile in their kitchen and baths and carpeting and draperies in their living rooms and bedrooms. Each apartment will have an air-conditioning unit.

Each apartment within the condominium project shall include the interior unfinished surfaces, (exclusive of paint, paper, wax, tile, enamel, or other finishings) of its perimeter walls, bearing walls, floors and ceilings, (exclusive of any common elements as provided in the below paragraph). All doors and door frames, windows and window frames, (excepting external finished surfaces facing a common element) and non-loadbearing walls within an apartment, however, are part of the apartment.

COMMON ELEMENTS: The proposed Declaration reflects that the common elements consist of the following: (1) said land as a leasehold; (2) all foundations, floor slabs, columns, girders, beams, supports, bearing walls, roofs, chases, chutes, corridors, stairs, walkways, entrances and exits of said project; (3) all yards and refuse areas; (4) all parking areas; (5) all ducts, electrical equipment, wiring and other central and appurtenant installations for service of more than one (1) apartment, including power, light, cold and hot water, refuse and telephone; (6) two (2) automatic electric passenger elevators, with elevator housing and appurtenant equipment; (7) the area on the ground floor and other floors of the building which are designated as lobbies; (8) a deck on the 29th floor providing a refreshment center, game and sun deck; (9) a swimming pool on the 30th floor; and (10) 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 certain parts of the common elements, called and designated as "limited common elements" will be 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 to be set aside and reserved are as follows: (1) one (1) parking space shall be allocated to each apartment numbered 701 through 2807; ten (10) parking spaces shall be allocated to the commercial space apartment; parking spaces shall be allocated to each apartment by the number corresponding to

the number of each apartment, except where more than one (1) parking space is so designated; ten (10) parking spaces shall be reserved for guest parking; forty-two (42) parking spaces shall be sold by the Lessee-Developer; (2) all load-bearing walls within the perimeter walls of an apartment, the entirety of perimeter non-party walls, and the interior one-half (1/2) of all perimeter part walls of an apartment, whether loadbearing or non-loadbearing, shall be appurtenant to the apartment in which they are located.

INTEREST TO BE CONVEYED TO PURCHASER: Each of the one hundred fifty-four (154) apartments located on floors 7 through 28 shall have appurtenant thereto an undivided one one hundred sixty-fourth (1/164) interest in all common elements of the project (herein called the "common interest") and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting. The commercial space apartment located on the first floor shall have appurtenant thereto an undivided ten one hundred sixty-fourth (10/164) interest in all common elements of the project and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration states that the project hereinabove described, shall, at all times be restricted to the following use: (1) the one hundred fifty-four (154) apartments located on floors 7 through 28 shall be used for residential purposes and/or for such other purpose or purposes as the Association of Apartment Owners, without the requirement for the prior consent of the Lessors, may, from time to time approve, but in keeping with the applicable zoning regulations and Chapter 514, Hawaii Revised Statutes, as amended; (2) the commercial area on the first floor shall use such area for commercial activities; (3) the owners of the garage area of the building shall use such garage area only for the parking and storing of vehicles; and (4) each owner shall comply with the terms of the Declaration, ByLaws, and House Rules of the Association of Apartment Owners.

OWNERSHIP TO TITLE: The Title Insurance issued by Title Guaranty of Hawaii Incorporated as of May 8, 1973, and updated to July 31, 1973, certifies that ownership to fee title is vested in ELIZABETH DAVIDSON BAKER McLAUGHLIN and DORONDA LEE CRAIGHEAD, as to Parcel 06; and, in BISHOP TRUST COMPANY, LIMITED, Trustee of the McInerny Foundation, a charitable Trust under Deed of Trust dated January 30, 1937, recorded in the Bureau of Conveyances of the State of Hawaii in Book 2024, Page 137, as amended, as to Parcel 07.

Title to the land is vested in the aforesaid fee simple owners, subject to the following leases: (1) lease as to parcel 06 dated April 18, 1973, by and between ELIZABETH DAVIDSON BAKER McLAUGHLIN and DORONDA LEE CRAIGHEAD, Lessors, and A & E Corporation, as General Partner of, and on behalf of, The Pavilion Group, a Hawaii limited partnership, Lessee, recorded in Liber 9128 on Page 220 on May 4, 1973, in the Bureau of Conveyances of the State of Hawaii; (2) lease as to parcel 07 dated April 27, 1973, by and between Bishop Trust Company

Limited, Trustee of the McInerny Foundation, Lessor, and A & E Corporation, as General Partner of, and on behalf of, The Pavilion Group, a Hawaii limited partnership, Lessee, recorded in Liber 9128 on Page 177 on May 4, 1973, in the Bureau of Conveyances of the State of Hawaii.

ENCUMBRANCES AGAINST TITLE: The Title Insurance updated to July 31, 1973, reflects that the following encumbrances exist:

As To Both Parcels: Reservation in favor of State of Hawaii of all mineral and metallic mines; Mortgage dated July 30, 1973, in favor of Hawaii-Western Mortgage Corporation, recorded in Liber 9358 at Page 335; and taxes that may be due and owing on the land, reference is hereby made to the office of the Tax Assessor of the First Taxation District.

As To Parcel 06 Only: Master lease dated April 18, 1973, recorded on May 4, 1973, made by ELIZABETH DAVIDSON BAKER McLAUGHLIN and DORONDA LEE CRAIGHEAD, as Lessors, and A & E Corporation, as General Partner of, and on behalf of, The Pavilion Group, a Hawaii limited partnership, Lessee, for a term of sixty-six and one-half (66 1/2) years, commencing on July 1, 1973, and ending on December 31, 2039.

As To Parcel 07 Only: Master lease dated April 27, 1973, recorded on May 4, 1973, made by BISHOP TRUST COMPANY, LIMITED, Trustee of the McInerny Foundation, a charitable trust under Deed of Trust dated January 30, 1937, recorded in the Bureau of Conveyances of the State of Hawaii in Book 2024, Page 137, as amended, Lessor, and A & E Corporation, as General Partner of, and on behalf of, The Pavilion Group, a Hawaii limited partnership, Lessee, for a term of sixty-seven (67) years, commencing on January 1, 1973, and ending on December 31, 2039.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated May 3, 1973, identifies Title Guaranty Escrow Services, Inc., as "Escrow." On examination, the specimen Sales Agreement and executed Escrow Agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes and particularly, Section 514-35 and Section 514-36 through 514-40.

The specimen Sales Agreement provides that in the event that less than seventy-five percent (75%) of the apartments are sold by December 31, 1973, or if any time during the period of the Agreement, Purchaser's credit shall be found unsatisfactory to Seller or financing becomes unavailable to Purchaser or Seller, Seller may at its option, cancel the Agreement upon written notice to purchaser.

Among other provisions, the Escrow Agreement reflects that a purchaser shall be entitled to a refund of his funds, if any

one of the following shall have occurred: (1) Escrow receives a written request from Lessee-Developer to return to purchaser the funds of such purchaser then held hereunder by Escrow; or (2) if the purchaser's funds were obtained prior to the issuance of a final report and if there is any change in the building plans, subsequent to the execution of purchaser's contract requiring the approval of a county officer having jurisdiction over the issuance of permits for construction, unless the purchaser has given written approval of acceptance of the change; or (3) if the purchaser's funds were obtained prior to the issuance of a final public report and the purchaser requests in writing refund of his funds prior to the time the Final Report is issued; or (4) if the purchaser's funds were obtained prior to the issuance of a Final Report and if the Final Report differs in any material respect from the Preliminary Report, unless the purchaser has given written approval or acceptance of the difference; or (5) if the Final Report is not issued within one (1) year from the date of issuance of the Preliminary Report; or (6) if for any reason whatsoever, a particular individual, escrow is cancelled, then Escrow shall be compensated in the amount of fifteen dollars (\$15.00) as its administrative costs on behalf of that Escrow to be paid by the party responsible for the cancellation.

It is incumbent upon the purchaser and prospective purchaser that he reads with care the Contract of Sale and the Escrow Agreement. The Escrow Agreement establishes how the proceeds from the apartment 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: The Developer is preparing to file with the Commission, a statement of financing showing the total project costs, and Developer's program of financing the total project costs. The Developer plans to finance the total project cost through a construction loan in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) from Hawaii-Western Mortgage Corporation.

MANAGEMENT AND OPERATIONS: The proposed By-Laws of this project states the Board of Directors may employ for the Association of Apartment Owners, a management agent to perform such duties as the Board shall authorize, including the collection of all assessments from the owners. The Declaration identifies that the initial managing agent shall be A & E Corporation, 1600 Kapiolani Boulevard, Honolulu, Hawaii.

STATUS OF PROJECT: The Developer advises the Real Estate Commission that the construction of the building was commenced on July 31, 1973; with an anticipated construction time of eighteen (18) months.

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 May 9, 1973.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 558 filed with the commission on May 9, 1973.

The report, when reproduced, shall be a true copy of the Commission's Public Report. In making facsimiles, the paper stock shall be yellow in color.


(For) DOUGLAS R. SODEVANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Department of Taxation
Bureau of Conveyances
Planning Department, City and County of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 558
August 10, 1973