

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
LEE MARTIN'S SHERRY-WAIKIKI
324 Lewers Street
Honolulu, Hawaii

REGISTRATION NO. 592

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: March 29, 1974
Expires: April 29, 1975

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 JULY 18, 1973, AND INFORMATION SUBSEQUENTLY FILED AS OF FEBRUARY 15, 1974. 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. LEE MARTIN'S SHERRY-WAIKIKI is a proposed leasehold condominium project consisting of thirty-seven (37) residential condominium apartments and one (1) commercial condominium apartment contained in an eleven-story building, without a basement, which was completed in 1957 and was previously operated as an apartment-hotel under the name of Admiral Cook Apartment Hotel.

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, March 29, 1974, 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: LEE MARTIN'S SHERRY-WAIKIKI

LOCATION: The 7,630 square feet of fee simple land and improvements thereon to be submitted to the Horizontal Property Regime is located at 324 Lewers Street, Honolulu, City and County of Honolulu, State of Hawaii.

TAX KEY: FIRST DIVISION 2-6-18-83

ZONING: H-2, Hotel District.

DEVELOPER: The Developer is Lee Martin, Incorporated. The principal place of business and post office address of the Developer is 61-789 Papailoa Road, Haleiwa, Hawaii.

The corporate officers of the Developer are:

Lee Martin	61-789 Papailoa Road Haleiwa, Hawaii 96712	President-Treasurer and Director
Sherry Martin	61-789 Papailoa Road Haleiwa, Hawaii 96712	Vice-President- Secretary and Director

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. Thirty-seven (37) estates are designated as residential apartments in the spaces within the perimeter walls, floors and ceilings of each of the thirty-seven residential apartments of the project contained in the eleven-story apartment building, with no basement, constructed principally of reinforced concrete, steel and glass, as described and shown on the floor plans of the project, hereinafter referred to as "the plans". 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 unit type of such residential apartment as described below and as shown on said plans. Beginning with the first floor, the floors are numbered in ascending order with the numbers 1 through 11. The residential apartments on the second through eleventh 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.

(a) Said apartments are designated by unit types shown as F, G, H and J on said plans and are further described as follows:

(1) A Unit F apartment is a one bedroom apartment with 4 rooms (a bedroom, bathroom, dressing room and a room containing the living room and kitchen) with an approximate gross floor area of 608 square feet, plus a lanai of approximately 200 square feet. There are 2 apartments of this type on the eleventh floor, Apartment Nos. 1102 and 1104.

(2) A Unit G 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 of 380 square feet, plus a lanai of approximately 91 square feet. There are 19 apartments of this type. Apartment No. 202 on the second floor is of this type and there are 2 apartments of this type on each floor from the third floor to the eleventh (Apartment Nos. 306, 308, 406, 408, 506, 508, 606, 608, 706, 708, 806, 808, 906, 908, 1006, 1008, 1106 and 1108).

(3) A Unit H apartment contains 4 rooms (a

room containing the kitchen and living-dining room, one bedroom and two bathrooms) with an approximate gross floor area of 590 square feet, plus two lanais of approximately 53 square feet each. There are 8 apartments of this type, one on each floor from the third to the tenth (Apartment Nos. 302, 402, 502, 602, 702, 802, 902 and 1002).

(4) A Unit J apartment contains 4 rooms (a room containing the kitchen facilities and living-dining area, one bedroom and two bathrooms) with an approximate gross floor area of 590 square feet, plus two lanais of approximately 53 square feet each. There are 8 apartments of this type, one on each floor from the third to the tenth (Apartment Nos. 304, 404, 504, 604, 704, 804, 904 and 1004).

(b) Each residential apartment has immediate access to the corridors, 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 utility or service lines running through the apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each 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 a commercial apartment within the perimeter walls, floors and ceilings of the space on the second floor of the building and shown on said plans as Commercial Apartment 204. Said apartment consists of eight rooms (the main room, a men's restroom, a women's restroom, a storage room, a kitchen, a bathroom and a utility room) with an approximate gross floor area of 1562 square feet, plus a lanai of approximately 91 square feet.

(a) The commercial apartment has immediate access to the corridors, stairways, walkways, driveways and ramps connecting it to the adjacent public areas and streets.

(b) The commercial 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 any pipes, wires, conduits or other utility or service lines running through said 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 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 and the interior decorated or finished surfaces of all walls, floors and ceilings of the apartment. All doors, windows and glass walls immediately adjacent to said apartment and exclusively 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, roofs, halls, corridors, lobbies, stairs, stairways and fire escapes; the yards and grounds, fences, walkways, parking 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.

EASEMENTS: Among the easements provided for in the Declaration are exclusive easements, which shall be appurtenant to certain residential apartments, to use the parking space or spaces designated as appurtenant to such apartments in the respective apartment lease demising such an apartment and to be described in the Declaration prior to the recordation thereof.

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, in accordance with its respective apartment plan, as

follows:

Unit F	3.456%
Unit G	2.015%
Unit H	4.465%
Unit J	1.488%
Commercial Apartment 204	7.179%

The Developer shall cause to be issued to each purchaser an apartment lease covering said foregoing interests, said apartment lease to be in the form submitted to the Real Estate Commission.

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 apartment 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 the Declaration.

OWNERSHIP TO TITLE: As shown in the Policy of Title Insurance dated October 23, 1973, furnished by Title Guaranty of Hawaii Incorporated, the fee simple title to the land to be submitted to the horizontal property regime is vested in Lee Martin, Incorporated. The land consists of Lots 21-B, area 20 square feet, Lot 21-A, area 3617 square feet, Lot 22-B, area 25 square feet, and Lot 22-A, area 3047 square feet, as shown on Map 17, filed with Land Court Application No. 551 and described in Transfer Certificate of Title No. 163,597 issued to Lee Martin, Incorporated, and also Parcel Number (3), of the "Beach Walk Sewer Pump Station Lot", area 921 square feet.

ENCUMBRANCES AGAINST TITLE:

1. Delineation of easement for sanitary sewer purposes over and across Lots 22-A and 22-B, as shown on Map 78, as set forth by Land Court Order No. 27002, filed April 25, 1967.
2. Grant of easement for sewer in favor of the City and County of Honolulu across Lots 22-A and 22-B, dated February 9, 1967 and filed as Land Court Document No. 414763.
3. Delineation of walkway easement over and across Lots

22-A and 22-B, as shown on Map 96, as set forth by Land Court Order No. 28601, filed June 3, 1968.

4. Grant of easement for right-of-way in favor of the City and County of Honolulu, over Lots 22-A and 22-B, dated March 28, 1968 and filed as Document No. 445678.
5. As to said Parcel Three, the reservation in favor of the State of Hawaii of all mineral and metallic mines.
6. As to said Parcel Three, the Grant dated February 9, 1967, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 5666, at Page 259, in favor of the City and County of Honolulu; granting easement for sewer purposes.
7. Mortgage in favor of the Trustees of Builders Investment Group, a Florida business trust, dated October 12, 1973, filed as Land Court Document No. 654896 and in the Bureau of Conveyances in Liber 9558, at Page 394.
8. Real property taxes are current.

PURCHASE MONEY HANDLING: A copy of the Escrow Agreement dated July 17, 1973, by and between Title Guaranty Escrow Services, Inc., a Hawaii corporation, as Escrow, and Lee Martin, Incorporated, 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 less 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 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 within five (5) days; or
4. If the final public report is not issued within one year from the date of issuance of the preliminary public report unless the Purchaser waives his right to a refund within five (5) days of receipt of such final public report.

Among other provisions the specimen Sales Contract provides that in the event that less than 50% of the 37 residential apartments are sold by March 1, 1975, or if the Seller is prevented by law from proceeding with renovation of the project as herein 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.

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 renovation of the project has not yet commenced.

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 July 18, 1973, and information subsequently filed as of February 15, 1974.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 592 filed with the Commission on July 18, 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. SODEVANI, 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. 592
March 29, 1974