

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

NAPILI SUNSET (PHASE II)
Napili, Lahaina, Maui, Hawaii

REGISTRATION NO. 659

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 19, 1974
Expires: March 19, 1975

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 FEBRUARY 7, 1974. 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. NAPILI SUNSET is a fee simple condominium project consisting of forty-two (42) apartments arranged throughout three separate apartment buildings, shown upon the Condominium Map as apartment building Kekalani, to be constructed on Lot 9; apartment building Kanani, to be constructed on Lot 10; and apartment building Keola, to be constructed on Lot 11. Apartment building Keola

will when complete consist of two stories, including the ground floor, a partial basement, manager's apartment, an office, and sixteen (16) apartments. Apartment building Kanani will when complete consist of two stories, including the ground floor, and twelve (12) apartments. Apartment building Kekalani will when complete consist of two stories, including the ground floor, and fourteen (14) apartments. The common elements include the swimming pool, and filtration plant, the office, and an apartment for the lodging and use of persons employed for the operation of the property, located at the southwest end of the Keola Apartment Building, marked on the Condominium Map as "Office" and "Manager's Apartment", a partial basement located at the southwest end of the Keola Apartment Building, the sewage treatment plants for the apartment buildings, and all parking areas.

2. The Developer of the project advises that the project has been divided into three (3) phases. This report covers only Phase II of the entire condominium project. Phase II includes the construction and sale of twelve (12) apartments located in apartment building Kanani (the twelve (12) apartments to be sold in Phase II are shown on attached Exhibit A), and certain common elements shown on the proposed Condominium Map. There will be thirteen (13) parking stalls in Phase II.

Note: It is of extreme importance that purchasers and prospective purchasers read the Contract of Sale with care to determine the Developer's obligations in constructing Phase III.

3. 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.
4. 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.
5. No advertising or promotional matter has been submitted pursuant to rules and regulations promulgated by the Commission.
6. 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.
7. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, February 19, 1974, 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: NAPILI SUNSET (PHASE II)

LOCATION: The approximate 63,611 square feet of land to be committed to the regime (Lots Nos. 9, 10 and 11 of the Napili Beach Lots) is situated at Napili 4 and 5, District of Lahaina (Kaanapali), Maui, Hawaii.

TAX KEY: SECOND DIVISION 4-3-2 parcels 53, 54 and 55

ZONING: Napili Bay Civic Improvement District (hotel)

DEVELOPER: STOLBERG-JENS NAPILI ASSOCIATES, a Hawaii limited partnership, whose principal place of business and post office address is Napili, Lahaina, Maui, Hawaii, by its general partners:

JOHN STOLBERG
1211 Mitchell Road
Richmond, B. C., Canada
Tel. No. 669-6457 (Maui number)

RUDOLPH JENS
1053 Pacific Drive
Delta, B. C., Canada
Tel. No. 669-6457 (Maui number)

ATTORNEY REPRESENTING DEVELOPER: Crockett & Crockett (Attention, Mr. William F. Crockett), 38 South Market Street, Wailuku, Maui, Hawaii. Telephone: 244-3796.

DESCRIPTION: The proposed Declaration Of Horizontal Property Regime reflects that the project is to consist of forty-two (42) apartments arranged throughout three (3) separate buildings, situate upon the 63,611 square feet of land submitted to the said horizontal property regime.

The principal materials of which apartment building Keola shall be constructed are as follows: the foundation shall be of reinforced poured in place concrete; the ground floor slab shall be poured in place reinforced concrete on grade; the second story floor shall be pre-stressed concrete planks with concrete topping; the structural frame shall be of reinforced concrete blocks; the perimeter walls between apartments shall be of reinforced blocks; the walls within each apartment shall be of wood studs covered with 1/2 inch thick gypsum board; the stairs between the floors of the building shall be of reinforced concrete; the roof shall be of thick cedar shakes on wooden roof trusses; the interior concrete floors of the apartments shall be covered with carpet or vinyl asbestos.

The principal materials of which apartment building Kanani shall be constructed are as follows: the foundation shall be of reinforced poured in place concrete; the ground floor slab shall be poured in place reinforced concrete on grade; the second story floor shall be pre-stressed concrete planks with concrete topping; the structural frame shall be of reinforced concrete blocks; the perimeter walls between apartments shall be of reinforced concrete blocks; the walls within each apartment shall be of wood studs covered with 1/2 inch thick gypsum board; each apartment located on the second floor will have an open sheating ceiling; the stairs between the floors of the building shall be of reinforced concrete; the roof shall be of thick cedar shakes on wood roof sheating; the interior concrete floors of the apartments shall be covered with carpet or vinyl asbestos.

The principal materials of which apartment building Kekalani shall be constructed are as follows: the foundation shall be of reinforced poured in place concrete; the ground floor slab shall be poured in place reinforced concrete on grade; the second story floor shall be pre-stressed concrete planks with concrete topping; the structural frame shall be of reinforced concrete blocks; the perimeter walls between apartments shall be of reinforced concrete blocks; the walls within each apartment shall be of wood studs covered with 1/2 inch thick gypsum board; each apartment located on the second floor will have an open sheating ceiling; the stairs between the floors of the building shall be of reinforced concrete; the roof shall be of thick cedar shakes on wood roof sheating; the interior concrete floors of the apartments shall be covered with carpet or vinyl asbestos.

Apartments 103 through 109 are located on the ground floor of apartment building Keola, and are numbered, in ascending order, from southwest to northeast. Apartments 201 through 209 are located on the second floor of apartment building Keola, and are numbered, in ascending order, from southwest to northeast.

Apartments 110 through 116 (there is no apartment numbered 113) are located on the ground floor of apartment building Kanani, and are numbered, in ascending order, from north to south. Apartments 210 through 216 (there is no apartment numbered 213) are located on the second floor of apartment building Kanani, and are numbered, in ascending order, from north to south.

Apartments 117 through 123 are located on the ground floor of apartment building Kekalani, and are numbered, in ascending order, from north to south. Apartments 217 through 223 are located on the second floor of apartment building Kekalani, and are numbered, in ascending order, from north to south.

The apartments are of five types: "Studio Apartments"; "Large Studio Apartment"; "One Bedroom Apartments"; "Kanani Two Bedroom Apartments"; "Kekalani Two Bedroom Apartments".

The following fifteen (15) apartments are "Studio Apartments": 103, 104, 105, 106, 107, 108, 109, 202, 203, 204, 205, 206, 207, 208, and 209.

Each "Studio Apartment" shall consist of a bath, kitchen, living area and lanai, and each such apartment shall have an approximate enclosed floor space of 408 square feet, a lanai of approximately 89 square feet, and an approximate total floor area of 497 square feet.

Apartment 201 is a "Large Studio Apartment".

Apartment 201 shall consist of a bath, kitchen, living area and lanai, and such apartment shall have an approximate enclosed floor space of 470 square feet, a lanai of approximately 102 square feet, and an approximate total floor area of 572 square feet.

The following twenty (20) apartments are "One Bedroom Apartments": 111, 112, 114, 115, 211, 212, 214, 215, 117, 118, 119, 120, 121, 122, 217, 218, 219, 220, 221, and 222.

Each "One Bedroom Apartment" shall consist of a bedroom, bath, kitchen, living room, and lanai, and each such apartment shall have an approximate enclosed floor space of 549 square feet, a lanai of approximately 89 square feet, and an approximate total floor area of 638 square feet.

The following four (4) apartments are "Kanani Two Bedroom Apartments": 110, 116, 210 and 216.

Each "Kanani Two Bedroom Apartment" shall consist of two bedrooms, two baths, kitchen, living room, and two lanais, and each such apartment shall have an approximate enclosed floor space of 850 square feet, lanais of approximately 182 square feet (aggregate), and an approximate total floor area of 1032 square feet.

The following two (2) apartments are "Kekalani Two Bedroom Apartments": 123 and 223.

Each "Kekalani Two Bedroom Apartment" shall consist of two bedrooms, two baths, kitchen, living room, and two lanais, and each such apartment shall have an approximate enclosed floor space of 760 square feet, lanais of approximately 181 square feet (aggregate), and an approximate total floor area of 941 square feet.

Each apartment located on the ground floor of an apartment building shall have immediate access to the land submitted to the horizontal property regime. Each apartment located on the second floor of an apartment building shall have immediate access to an adjacent exterior open corridor and a connecting stairway between the second floor and the land submitted to the horizontal property regime.

Each apartment shall consist of the space measured horizontally by the distances between the interior surfaces of the perimeter walls of each apartment, and the space measured by the lanai or lanais of each apartment, and measured vertically by the distance between the topside surface of the concrete floor and the underside surface of the concrete ceiling of each apartment.

In addition to the rights and easements created and established by Haw. Rev. Stat. Chapter 514 in and with respect to the common elements of the horizontal property regime hereby established, each apartment shall have appurtenant thereto, under and by virtue of the Declaration Of Horizontal Property Regime, a non-exclusive easement in the common elements designed for such purpose for ingress and egress, utility services, support, maintenance and repair, as the case may be; and the association shall have the irrevocable right, under and by virtue of the Declaration Of Horizontal Property Regime, and in addition to the rights created and given to the apartment owners by Haw. Rev. Stat. Section 514-6(f), to be exercised by its Board of Directors, Manager or Managing Agent, as the case may be, to enter each apartment from time to time during reasonable hours as may be necessary for the repair, replacement, restoration or installation of any common element.

COMMON ELEMENTS: The proposed Declaration reflects that the common elements include:

(a) The land heretofore described, and the super-adjacent airspace above the roof, and next to the exterior walls, of the apartment buildings.

(b) All foundations, columns, girders, beams and supports, roof, structural frame, perimeter walls between apartments, floors and ceilings, the open corridors on each floor above the ground floor, and stairs, of the apartment buildings.

(c) The swimming pool, and filtration plant, the office, and an apartment for the lodging and use of persons employed for the operation of the property, located at the southwest end of the Keola Apartment Building, marked on the Condominium Map as "Office" and "Manager's Apartment", a partial basement located at the southwest end of the Keola Apartment Building, the sewage treatment plants for the apartment buildings, and all parking areas.

(d) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, refrigeration, 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 acquired and held by the Association 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.

(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.

LIMITED COMMON ELEMENTS: There shall be appurtenant to apartments 103, 104, 105, 106, 107, 108, 109, 201, 202, 203, 204, 205, 206, 207, 208, and 209, as a limited common element, appertaining to and reserved for the exclusive use of each apartment, a storage locker located in the partial basement of the Keola Apartment Building, marked by a number corresponding to the apartment to which it appertains. There shall be appurtenant to each of the following pairs of apartments, as a limited common element, appertaining to and reserved for the joint and exclusive use of each such paired apartments, the entry between the paired apartments, from the adjacent exterior open corridor, as shown and marked on the Condominium Map:

110/111
112/114
115/116
210/211
212/214
215/216
117/118
119/120
121/122
217/218
219/220
221/222

There shall be appurtenant to apartments 123 and 223, as a limited common element, appertaining to and reserved for the exclusive use of each apartment, the entry leading to each apartment, from the adjacent exterior open corridor, as shown and marked on the Condominium Map.

Note: The Developer has filed with the Commission a specimen Contract of Sale which states: "Vendor shall not be obliged to construct any of the apartments or common elements of the horizontal property regime not included in Phase II Project and Phase II Improvements. Purchaser understands that the apartments and common elements shown on the Condominium Map as a part of Phase III ("FUTURE CONSTRUCTION") may not be constructed, or, if Vendor undertakes the construction of Future Construction, Vendor shall not be under any obligation to complete the same. Vendor shall be liable for, and shall promptly pay, any common expense, special assessment or real property tax or assessment attributable to any apartment of the horizontal property regime not included in Phase I Project and Phase II Project, and shall continue to be liable for the same until Vendor delivers an apartment deed for any such apartment not included in Phase I Project and Phase II Project, whereupon the owner of such apartment shall be liable therefor."

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

Apartment No.	103	1.8%
	104	1.8%
	105	1.8%
	106	1.8%
	107	1.8%
	108	1.8%
	109	1.8%
	201	2.0%
	202	1.8%
	203	1.8%
	204	1.8%
	205	1.8%
	206	1.8%
	207	1.8%
	208	1.8%
	209	1.8%

Apartment No.	110	4.0%
	111	2.4%
	112	2.4%
	114	2.4%
	115	2.4%
	116	4.0%
	210	4.0%
	211	2.4%
	212	2.4%
	214	2.4%
	215	2.4%
	216	4.0%
	117	2.4%
	118	2.4%
	119	2.4%
	120	2.4%
	121	2.4%
	122	2.4%
	123	3.5%
	217	2.4%
	218	2.4%
	219	2.4%
	220	2.4%
	221	2.4%
	222	2.4%
	223	3.5%

The undivided interests established and to be conveyed with the respective "apartments" cannot be changed, and the Developer covenants and agrees that the undivided interests in the "common elements" and the fee simple 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 fee simple 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 are intended to be used as residential apartments, but such apartments may be leased or rented from time to time to transients.

OWNERSHIP OF TITLE: A Preliminary Report dated January 25, 1974, prepared by Security Title Corporation, certifies that title to the land is vested in Stolberg-Jens Napili Associates, a limited partnership organized under the laws of the State of Hawaii.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report, prepared January 25, 1974, by Security Title Corporation, certifies that there are no liens or encumbrances of whatever kind or nature of record against said title, save and except the following:

Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Land Patent Grant Number 13580, and the restrictive covenants as contained in said Land Patent Grant Number 13580, dated February 16, 1959, as to Lot 9; Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Land Patent Grant Number 13612, and the restrictive covenants as contained in said Land Patent Grant Number 13612, dated May 1, 1959, as to Lot 10; Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Land Patent Grant Number 13611, and the restrictive covenants as contained in said Land Patent Grant Number 13611, dated May 1, 1959, as to Lot 11.

Taxes that may be due and owing and a lien on the land, 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 October 6, 1973, identifies Security Title Corporation, a Hawaii 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, Section 514-35 and Section 514-36 through Section 514-40.

Among other provisions the executed Escrow Agreement states that a purchaser under a contract of sale shall be entitled to a refund of all money deposited with Escrow, and Escrow shall return such funds to such purchaser, without interest, and less a cancellation fee of \$15.00 to be kept by Escrow, if a purchaser shall file with Escrow a written request for the refund of such funds, and if any of the following events shall have occurred:

- (i) If funds were obtained from an apartment purchaser prior to the issuance of a final public report upon the project by the Hawaii 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.
- (ii) 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.
- (iii) Such Final Public Report is not issued within one (1) year from the date of issuance of such Preliminary Public Report.
- (iv) Upon the occurrence of any other event which, under Haw. Rev. Stat., Chapter 514, gives an apartment purchaser under a contract of sale the right to a refund of his purchase money deposited in escrow.

In addition, the Escrow Agreement provides that, in the event of the rescission of any contract of sale, including without limitation a rescission of a Contract of Sale by the Developer for the failure of an apartment purchaser to furnish evidence of

its ability to provide funds for the purchase of such apartment, Escrow shall have the right to retain a reasonable cancellation fee for its services from the purchase price deposited by such apartment purchaser.

The specimen Contract of Sale provides that Vendor shall have the absolute right to rescind the Contract of Sale and terminate Phase II Project, before the issuance of a Final Public Report upon Phase II, if it fails to sell nine (9) apartments within twelve months after the issuance of a Preliminary Public Report upon Phase II Project.

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 apartments 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 February 7, 1974.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 659 filed with the Commission on February 7, 1974.

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 in color.


(for) DOUGLAS R. SODEHANI, Chairman
Real Estate Commission
State of Hawaii

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

REGISTRATION NO. 659
FEBRUARY 19, 1974

EXHIBIT A

Apartment	No.	110
"	"	111
"	"	112
"	"	114
"	"	115
"	"	116
"	"	210
"	"	211
"	"	212
"	"	214
"	"	215
"	"	216