

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on
LUSITANA GARDENS
1401 Lusitana Street
Honolulu, Hawaii
REGISTRATION NO. 674

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 until

- (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 9, 1974

Expires: September 9, 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 APRIL 4, 1974, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF AUGUST 7, 1974. 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, AS AMENDED.

1. Since the issuance of the Commission's Preliminary Public Report on the Lusitana Gardens project, Registration No. 674, dated May 1, 1974, the Developer has submitted additional information and requested the Final Public Report on the project. Such additional

information reveals certain material changes from the information disclosed in the Preliminary Public Report of the project.

This Final Report is made a part of Registration No. 674, a copy of which the Developer is required to provide all purchasers or prospective purchasers of apartments. Securing a signed copy of the receipt for Horizontal Property Regime Public Report from each purchaser or prospective purchaser is also a responsibility of the Developer.

2. "LUSITANA GARDENS" is a fee simple residential condominium project consisting of one five story building (from the ground level) on approximately 15,506 square feet of land, containing a total of 26 one bedroom, one bath apartments and 26 parking stalls located in the project.
3. The Developer of the project has submitted to the Commission for examination, all documents deemed necessary for the registration of the condominium project and the issuance of this Final 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 been filed in the Office of the Recording Officer.
5. The Declaration of Horizontal Property Regime executed on July 29, 1974, with the By-Laws attached, was filed in the Bureau of Conveyances, State of Hawaii, in Liber 10058 at Page 498, and Condominium Map has been filed as Condominium Map No. 373.
6. Advertising and promotional matter has been filed pursuant to the rules and regulations promulgated by the Commission.
7. The Developer advises the Commission that construction on the project has commenced on July 19, 1974 and the projected completion date is February 3, 1975.
8. 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.
9. This Final Public Report automatically expires 13 months after the date of issuance, August 9, 1974, unless a Supplementary Public Report issues or the Commission, upon review of registration, issues an order extending the effective period of this report.

The information under the topical headings ATTORNEY REPRESENTING DEVELOPER, DESCRIPTION, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, OWNERSHIP OF TITLE, ENCUMBRANCES AGAINST TITLE,

PURCHASE MONEY HANDLING, MANAGEMENT AND OPERATIONS and STATUS OF PROJECT, have been changed as hereafter noted. All other headings as recited in the Preliminary Public Report of May 1, 1974 remain unchanged.

NAME OF PROJECT: LUSITANA GARDENS

ATTORNEY REPRESENTING DEVELOPER: Patricia Kim Park, Suite 705, 770 Kapiolani Boulevard, Honolulu, Hawaii, 96813. Telephone 521-2926.

DESCRIPTION: The Declaration of Horizontal Property Regime reflects that the project consists of the fee simple property situated on the corner of Lusitana and Miller Streets at 1401 Lusitana Street, Honolulu, Hawaii and a single five story building containing a total of 26 apartments and 26 covered and uncovered standard and compact parking spaces to be constructed in accordance with plans and specifications certified to by Park Associates, Inc., the Architect for the project. The floor plans for the project, recorded as the Condominium Map, shows one floor of apartments and covered parking, one floor of apartments and uncovered parking and three floors of apartments only.

DESCRIPTION OF THE BUILDING: The five story building is constructed of pre-stressed concrete and masonry blocks, steel, aluminum and allied building materials. Each floor or story of the building is described as follows:

A. First or Ground Floor. 2 apartments, a manager's office which will also serve as a "Game Room" for the apartment owners, and 15 covered parking spaces of the minimum size of 8 1/2' x 19' (hereafter "standard parking spaces"), 2 covered parking spaces of the minimum size of 7 1/2' x 16' (hereafter "compact parking spaces") and a parking entrance.

B. Second Floor. 6 apartments and 6 uncovered standard parking spaces and 3 uncovered compact parking spaces, an open recreation area for the apartment owners and a parking entrance.

C. Third through Fifth Floors. 6 apartments per floor.

The apartments and parking spaces are as numbered on the Condominium Map and as described herein.

DESCRIPTION OF APARTMENTS: Each of the 26 apartments has a bedroom with closet therein, one full bath with tub-shower

combination, a living room and kitchen with built-in cabinets, drawers and storage space, stainless steel sink, frost-free refrigerator, range with Clean Look Oven, disposal, water heater and a stack clothes washer and dryer, together with drapes in the bedroom and wall-to-wall carpeting in the bedroom and living room areas. All apartments, except those on the first floor, have lanais.

Each apartment within the condominium project includes all the walls and partitions, floors and ceilings which are not load bearing within its perimeter walls including paint, wallpaper, or the like, carpeting, floor covering and built-in fixtures. All doors and door frames, windows and window frames (excepting external finished surfaces facing a common element) and non-load bearing walls within an apartment are part of the apartment. Additionally, an apartment which has a lanai includes the sliding doors, windows and glass walls and the frames thereof which are between the lanai and the apartment.

Each apartment within the project shall not be deemed to include the undecorated or unfinished interior surfaces of its perimeter walls or floors. The floors and ceilings surrounding each of them or any pipes, wires, conduits or other utility line running through them which are utilized for or serve more than one apartment are deemed common elements as hereinafter provided.

NUMBER, LOCATION AND FLOOR SIZE OF APARTMENTS: The apartments and apartment parking stalls in the building are as shown on the Condominium Map and are numbered as follows and of the size and on the floors designated.

<u>Floor</u>	<u>Apartment Number</u>	<u>Approximate size (inclusive of lanai of approximately 64.8 sq.ft.)</u>
First	101, 102 and a manager's office with game room.	487.61 square feet (no lanais)
Second	201, 202, 203, 204, 205, 206.	592.03 square feet
Third	301, 302, 303, 304, 305, 306.	592.03 square feet
Fourth	401, 402, 403, 404, 405, 406.	592.03 square feet
Fifth	501, 502, 503, 504, 505, 506.	592.03 square feet

PARKING STALLS: The 26 parking stalls are situated on the first two levels of the project. 21 are standard size and 6

are compact size. Of these, 17 are covered and 9 are uncovered. The designations are:

<u>Floor</u>	<u>Standard</u>	<u>Compact</u>
First	15 covered	2 covered
Second	6 uncovered	3 uncovered

One parking space is allocated to each apartment and is identified by a number corresponding to the number of its counterpart apartment. Each of the parking stalls located on the two floors will have immediate access to the driveways which lead to the entry way and exits from Miller and Lusitana Streets.

COMMON ELEMENTS: The common elements are as follows:

1. The fee simple land submitted to the Horizontal Property Regime.
2. All foundations, floor slabs, columns, girders, beams, supports, bearing walls, roofs, chases, chutes, corridors, stairs, walkways, entrances and exits of the project.
3. All yards and refuse areas.
4. All parking areas, except parking stalls which are limited common elements under the following paragraph.
5. All ducts, electrical equipment, wiring and other central and appurtenant installations for service of more than one apartment, including power, light, hot and cold water, refuse, sewer, telephone and like utilities.
6. The area on the ground floor and other floors of the building which are designated as lobbies.
7. The manager's office with game room on the first floor and an open recreation area on the second floor.
8. 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, designated "limited common elements" are 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 set aside and reserved are:

1. The described parking space allocated to each apartment on said Condominium Map, which shall be appurtenant to and for the exclusive use of such apartment.

2. The walkways, stairs, stairways and hallways for apartments located on each floor having apartments only, which shall be appurtenant to and for the exclusive use of such apartments.

3. The interior one-half of all perimeter party walls of an apartment, whether load bearing or non-load bearing, which shall be appurtenant to the apartment in which they are located.

NOTE: The Declaration of Horizontal Property Regime provides in part that the Developer will not be required to pay any maintenance fees attributable to the apartments completed but which are unsold or not occupied up to and including one year after all apartments are completed; however, it shall be required to pay for and make up any deficiency necessary to maintain the project but not in excess of the maintenance fees attributable to the apartments completed which are unsold or not occupied.

OWNERSHIP OF TITLE: A Preliminary Report issued by Security Title Corporation on July 19, 1974 shows that CHESTER C. S. LIM has withdrawn as General Partner from said limited partnership (reflected in Certificate of Amendment of Limited Partnership filed on April 4, 1974 in the Department of Regulatory Agencies, State of Hawaii) and no longer has any interest in the fee title as evidenced by that Assumption Deed recorded on May 15, 1974 in the Bureau of Conveyances, State of Hawaii in Liber 9899 at page 107, wherein CHESTER C. S. LIM conveyed all of his right, title and interest in the fee to JERRY D. C. PARK, as General Partner of said limited partnership, for and on behalf of all limited and general partners of said limited partnership.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report issued, as aforesaid, by Security Title Corporation on July 19, 1974 shows the following encumbrances against the property:

1. Reservations contained in Land Patent Grant Number 6486 and 6476, to wit:

"The Government reserves the right to lay sewers along the boundary lines of this lot, using such width of ground for the same as may be reasonably necessary.

"The Government reserves the right to make such cuts and fills and do such other work as it may deem necessary, or proper, for the construction of the roads along this lot as indicated on the present map without liability for any damages that may result therefrom to said lot."

2. Mortgage dated July 19, 1974, in favor of State Savings and Loan Association, a Utah corporation, recorded in the Bureau of Conveyances, State of Hawaii, in Liber 10041 at Page 396.

3. 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.

PURCHASE MONEY HANDLING: The Sales Contract provides that in the event of any increase of cost due to (a) any development and/or construction cost overrun in excess of \$25,000.00 and/or (b) interim construction loan interest payments after February 15, 1975, then for any increase in costs due to either or both causes, the Buyer agrees to pay an amount equal to Buyer's total appurtenant common interest as set forth in the Sales Contract multiplied by the increase in cost which shall be an additional payment payable by the Buyer as part of the increased Sales Price on or before closing. If the Sales Price is subject to increase as provided herein and exceeds 3% of the Sales Price, then and in such event the Buyer at his option may terminate the Sales Contract by written notice within 10 days after notification by the Seller of the increase in the Sales Price.

The Sales Contract further provides that in the event the development and construction of the project is delayed due to war or other national emergency, general strike, industry-wide strike or lockout in the City and County of Honolulu, island-wide shortage of material, extensions of time granted by the Architect to the Contractor, governmental restrictions or regulations, inability of Seller to obtain mortgage financing for the project or for the Buyers or such other contingency, the non-occurrence of which was a basic assumption upon which the Sales Contract was made and such delay is for a period of 90 days and because of such delay the Seller determines that increases in developing and construction costs require increases in unit sales price over and above 5% of the Sales Price to maintain financial feasibility of the project, then in any such event Seller may, at its option, terminate the Sales Contract and cause Escrow to refund to Buyer all monies paid without interest and Seller shall be released from all liability under the Sales Contract provided, however, that Seller shall offer to Buyer the first right to execute a new agreement in a form similar to the original contract at the increased unit price in the manner set forth in the Sales Contract. Said termination and offer by Seller to Buyer shall be in writing and Buyer shall have fifteen (15) days to notify Seller in writing of his acceptance of such offer.

The Sales Contract further provides that the Buyer agrees that all the rights of the Buyer therein are and shall be subject and subordinate to the lien of any mortgage, assignments, security agreement and financing statements securing the repayment of the interim loan made to finance the cost of construction and other costs during construction and to any and all advances made thereon and to any and all sums which may become a lien pursuant to the terms of such interim loan or any other agreement relating thereto. Buyer hereby irrevocably appoints Seller the attorney-in-fact of Buyer to subordination which the interim lender, its successors in interest may require.

The Sales Contract further provides that as an inducement for the Seller to enter into the Sales Contract, the Buyer represents that he is purchasing the apartment with the intention that it will be used as his primary residence if Buyer designates himself an "Owner-Occupant". Further, the Sales Contract provides that in the event less than fifty (50) percent of the apartments are sold by December 31, 1974, 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.

Except to the extent modified above, the balance of the information under the heading PURCHASE MONEY HANDLING in the Preliminary Public Report remains applicable.

MANAGEMENT AND OPERATIONS: The Developer has reserved the right to secure the Managing Agent and has entered into a one year agreement on behalf of the Association of Apartment Owners. The Declaration identifies the initial Managing Agent as Michael Ota & Associates, Inc., 629-A Kailua Road, Kailua, Hawaii 96734.

STATUS OF PROJECT: The Developer has entered into a Construction Contract with R. M. Ochi Contractor, Ltd. The Construction Contract calls for the completion of construction within One Hundred Forty (140) working days from the commencement date.

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 April 4, 1974, and additional information filed on August 7, 1974.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 674 filed with the Commission on April 4, 1974. The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be white in color.


(FOR) DOUGLAS R. SODETANI, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Department of Taxation
Bureau of Conveyances
Planning Department, City and County of Honolulu
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August 9, 1974

Registration No. 674