

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

WAIOHULI BEACH HALE
Kihei, Maui, Hawaii

REGISTRATION NO. 690

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: October 12, 1978
Expires: November 12, 1979

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 and prospective purchaser is particularly directed to the following:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED ON MAY 23, 1974, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED ON October 5, 1978. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES.

1. Since the issuance of the Commission's Preliminary Report of June 3, 1974, on WAIOHULI BEACH HALE, Registration No. 690, the Developer has forwarded additional information reflecting material changes that have been made in the documents for the project.

This Final Public Report (white paper stock) amends the Preliminary Public Report (yellow paper stock) becoming a part of the WAIOHULI BEACH HALE condominium project. The

Developer is responsible for placing this Final Public Report, together with a copy of the Preliminary Public Report, in the hands of all purchasers and prospective purchasers. Securing a signed copy of the receipt for both public reports from each purchaser is also the responsibility of the Developer.

2. 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.
3. The Commission has determined that the basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners and a report of the approved floor plans) have been filed in the office of the recording officer.

The Declaration of the Horizontal property Regimes, dated July 10, 1978 with the By-Laws of the Association of Apartment Owners, was filed with the Bureau of Conveyances of the State of Hawaii on July 11, 1978 in Liber 13008 on Page 58.

The Registrar of said Bureau of Conveyances has designated Condominium Map Number 552 to the project.

4. No advertising or promotional material has been submitted pursuant to the rules and regulations promulgated by the Commission.
5. Buyer or prospective buyer are advised to acquaint themselves with the provisions of Chapter 514A, Hawaii Revised Statutes and the condominium rules and regulations which relates to Horizontal Property Regimes.
6. This Final Public Report automatically expires thirteen (13) months after date of issuance, October 12, 1978, 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.

The information in the Preliminary Public Report issued June 3, 1974, has not been disturbed except for the following:

TAX KEY: Second Division 3-9-09:29.

DEVELOPER: The current officers and directors of David P. Ting and Sons, Inc. are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
DAVID P. TING, SR.	Chairman of the Board of Directors	Kihei Heights Kihci, Hawaii 96753
DUANE PAUL TING	President and Director	168 Molokai Akau Kahului, Hawaii 96732
DAVID P. TING, JR.	Vice President and Director	Kihei, Hawaii 96753

combined living room and dining area, kitchen, entry hall and a lanai, and contain a total area of approximately 666 square feet, including the lanai.

- (3) Floor Plan C: Apartments 126 and 226 are constructed according to Floor Plan C and consist of two bedrooms, two bathrooms, a combined living room and dining area, kitchen, entry hall and a lanai, and contain a total area of approximately 996 square feet, including the lanai.
- (4) Floor Plan D: Apartments 101 through 104, 110 through 113, 201 through 204, and 210 through 213, inclusive, are constructed according to Floor Plan D and consist of two bedrooms, two bathrooms, a kitchen, entry hall, a combined living room and dining area, and a lanai, and contain a total area of approximately 957 square feet, including the lanai.

The apartments are numbered and located in the manner shown on the Condominium File Plan No. 552 recorded in the Bureau of Conveyances of the State of Hawaii.

Each of the apartments on the ground floor will have access to a concrete walkway which is a common element, and each of the apartments on the second floor will have access to a hallway, which leads to a stairway for access to the ground floor. The balcony, hallway and stairway are portions of the common elements.

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 utility or service lines running through such apartment 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, doors and door frames, windows and window frames, the lanai air space (if any), the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed therein.

Office Unit: The office unit (#109) on the ground floor in Building B is a separate unit containing office space, storage, and laundry room.

Manager's Apartment: The manager's apartment unit (#209) located directly above the office unit (#109) in Building B consists of one bedroom, one bathroom, a kitchen, entry hall, a combined living room and dining area with no lanai. The manager's apartment unit and the office unit will be a part of the common elements and the purchasers shall receive a specified interest therein.

COMMON ELEMENTS: The Declaration states that the common elements shall include, but are not limited to, the following:

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

- (a) Said land in fee simple;
- (b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, walkways, entrances and exits of said buildings;
- (c) All yards, grounds, landscaping and refuse areas;
- (d) All driveways, parking areas and stalls;
- (e) 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;
- (f) Swimming pool and recreational areas;
- (g) Office unit (#109);
- (h) Manager's apartment (#209);
- (i) 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.

§ INTEREST TO BE CONVEYED PURCHASER: According to the specimen copies of the conveyance documents submitted to the Commission, the Developer proposes to convey apartments by way of an Apartment Lease which purports to convey a leasehold interest in an apartment and a specified undivided interest in and to the common elements of the apartment building, together with a specified undivided leasehold interest in and to the land submitted to the Horizontal Property Regime. The Apartment Lease specifically provides that no assignment, mortgage or sublease may be made of the leasehold interest in the land separate and apart from a transfer of the apartment with which the Apartment Lease was issued.

Under the provisions of the Declaration, the undivided interest in the common elements ("common interest") appertaining to each of the respective apartments and the undivided interests to be demised under the Apartment Lease to each of the respective apartment purchasers are as follows:

<u>Unit Type</u>	<u>Apartment No.</u>	<u>Common Interest</u>	
		<u>Undivided Interest in Ground Lease</u>	
		<u>Each</u>	<u>Total</u>
"D"	101-104, 110-113, 201-204 and 210-213	2.3995	38.3920
"A"	105-108, 114-125, 205-208 and 214-225	1.6648	53.2736

"C"	126 and 226	2.4973	4.9946
"B"	127 and 227	1.6699	<u>3.3398</u>
			100.0000

The foregoing common interests also represent the proportionate share of the respective apartment owners in all common profits and common expenses and for all other purposes, including voting.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration further states that except when a mortgagee has entered into possession of an apartment following (i) a default under a first mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, the apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose; except that the apartments may also be rented for transient purposes. The owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of this Declaration and the By-Laws attached hereto; provided, however, that no apartment owner may lease less than the entire apartment.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report issued by Title Guaranty of Hawaii, Inc. as of July 31, 1978, certifies that the records reveal no liens or encumbrances against said title, save and except,

- (1) For real property taxes due and owing, reference is made to the Office of the Tax Assessor, Second Division.
- (2) A grant in favor of the Board of Water Supply of the County of Maui, dated June 17, 1974, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 10206 at Page 594; granting a nonexclusive easement to construct, reconstruct, maintain, operate, repair and remove a water pipeline or pipelines, etc. over and across that certain parcel of land;
- (3) Terms, agreements, reservations, covenants, conditions and provisions contained in the Master Lease dated March 5, 1974 by and between Roman Catholic Church in the State of Hawaii, a Hawaii Ecclesiastical Corporation, as Lessor, and David P. Ting and Sons, Inc., a Hawaii corporation, as Lessee, and recorded in Liber 13008 at Page 20 for a term of 62 years commencing on August 1, 1974, which said Master Lease was amended by instrument dated June 15, 1978, and recorded in Liber 13008 at Page 47, Re: Description.
- (4) Covenants, conditions, restrictions, easements, reservations and all other provisions set forth in Declaration of Horizontal Property Regime dated July 10, 1978, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 13008 at Page 58 and the By-Laws attached thereto as the same are or may hereafter be amended in accordance with law, said Declaration or By-Laws. (Project covered by Condominium Map No. 552.)

- (5) Mortgage, Security Agreement and Financing Statement by and between David P. Ting and Sons, Inc., a Hawaii corporation, as Mortgagor, and Washington Mortgage Co., Inc., a Washington corporation, as Mortgagee, dated July 11, 1978, and recorded in Liber 13008 at Page 115, in the amount of \$3,033,000.00; and

PURCHASE MONEY HANDLING: A copy of the Escrow Agreement duly executed and dated June 1, 1978, between David P. Ting and Sons, Inc., as Developer, and Title Guaranty Escrow Services, Inc., as Escrow, has been submitted to the Commission as part of this registration. Among other conditions, the Escrow Agreement provides that in certain circumstances the disbursement may be made from the Escrow fund for construction costs, architectural, engineering, financing or legal fees and other incidental Project expenses; however, no disbursements may be made from the Escrow fund unless and until several conditions have been met, among which are that (a) the Commission has issued a Final Public Report on the Project, (b) the Developer shall have furnished a written opinion to Escrow prepared by Developer's attorney to the effect that the Sales Contracts of Purchasers are of full force and effect and that all requirements of Sections 514A-37, 514-39 and Sections 514A-63 through 514A-66, Hawaii Revised Statutes, have been met, and (c) the Developer's request for disbursement is for such allowable costs as have been approved or certified for payment by the Architect.

The Escrow Agreement further provides that a buyer shall be entitled to a return of his funds, and Escrow shall pay such funds to such buyer, without interest, promptly after buyer has requested such return if Escrow shall have received from Developer a written notice that any one of the following has occurred:

- (a) Developer shall have requested Escrow to return to Buyer the funds of Buyer then being held hereunder by Escrow; or
- (b) Developer shall have notified Escrow of Developer's exercise of the option to rescind the sales contract pursuant to any right of rescission stated therein or otherwise available to Developer; or
- (c) With respect to a buyer whose funds were obtained prior to the issuance of the Final Report, there shall have been a change in the building plans requiring approval of a county officer having jurisdiction over the issuance of building permits except such changes as are specifically authorized in the Declaration of Horizontal Property Regime or by the terms of the sales contract or to which said Buyer has otherwise consented in writing; or
- (d) The Final Report differs in a material respect from the Preliminary Report, and the Buyer's written approval of such change shall not have been obtained; or
- (e) The Final Report shall not have been issued within one (1) year from the date of issuance of the Preliminary Report.

In any of the foregoing events, Escrow shall, upon receipt of a written request for a refund from Buyer, pay said funds to said Buyer (less cancellation fee to Escrow of \$25.00 per apartment) and there-

upon said sales contract and any conveyance document theretofore delivered to Escrow shall be returned to Developer and shall be deemed no longer held hereunder; provided, however, that no refund shall be made to a buyer at buyer's request prior to receipt by Developer of written notice from Escrow of its intent to make such refund.

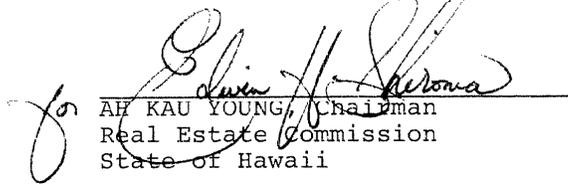
The specimen Sales Contract provides, in part: (1) That the Buyer shall submit to the Seller, within thirty (30) days after the date the Seller executes the Sales Contract, evidence satisfactory to the Seller of the Buyer's ability to pay in cash the total of Payments B and C of the contract either (i) from the Buyer's own funds, or (ii) partially from the Buyer's own funds and the balance from the proceeds of a loan to the Buyer by a responsible lending institution. Such evidence shall be in the form of a loan application, including a personal financial statement setting forth all the Buyer's assets and liabilities. If the Buyer elects not to use any permanent financing which the Seller may have arranged, and instead chooses to obtain his own permanent financing, then within thirty (30) days from the date hereof, the Buyer must submit to the Seller a firm written commitment for such permanent financing. If the Buyer's credit is not approved by any lender providing permanent financing for the Project or the Buyer fails to furnish to the Seller a written commitment within the specified period, all moneys heretofore paid hereunder may be refunded, in Seller's discretion, less any cancellation fee imposed by the Escrowee and any other actual expenses incurred by reason of the Buyer having signed this Sales Contract and this Sales Contract shall be void; and (2) Buyer agrees that the Seller's mortgage loan and any renewals and extensions thereof shall be and remain at all times a superior lien or charge on the project and buyer intentionally waives and subordinates the priority or superiority of any lien or other interest under the Sales Contract in favor of the mortgage loan.

STATUS OF THE PROJECT: The Developer's attorney has advised the Commission that construction of the project commenced on July 20, 1978. The date of completion is estimated to be May 31, 1979.

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 23, 1974 and additional information subsequently filed as of October 5, 1978.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 690 filed with the Commission May 23, 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.


AH KAU YOUNG, Chairman
Real Estate Commission
State of Hawaii

Distribution:

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

REGISTRATION NO. 690

October 12, 1978