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

ALOHA TOWERS

432 and 433 Lewers Street
Honolulu, Hawaii

REGISTRATION NO. 708

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: November 26, 1976
Expires: December 26, 1977

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:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED AUGUST 1, 1974, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF November 19, 1976. 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.

THIS FINAL PUBLIC REPORT SUPERSEDES THE COMMISSION'S PRELIMINARY PUBLIC REPORT, DATED AUGUST 8, 1974 and SUPPLEMENTARY PUBLIC REPORT, DATED JANUARY 15, 1975.

1. Aloha Towers is a proposed leasehold condominium project consisting of 197 residential units and 1 commercial unit in two (2) towers all in accordance with the plans filed in the Office of the Assistant Registrar

of the Land Court of the State of Hawaii. The tower on the Ewa side of Lewers Street is designated as Tower One and the tower on the Diamond Head side of Lewers Street is designated as Tower Two. The Developer intends to sell the residential units and the commercial unit together with an undivided interest in the common elements of the project (exclusive of land) and to assign leases of the units together with undivided interests in the land. The individual Apartment Leases have been issued and filed with the recording officer.

2. The basic documents (Declaration of Horizontal Property Regime, with By-Laws of Association of Apartment Owners attached, and a copy of the approved Floor Plans) together with the necessary consents have been filed in the office of the recording officer. The Declaration of Horizontal Property Regime, together with the By-Laws of Association of Apartment Owners attached thereto was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 757475, and Condominium Map No. 276 has been assigned to the project by said Office. The Declaration of Horizontal Property Regime and the Condominium Map were amended by First Amendment of Declaration of Horizontal Property Regime dated October 4, 1976 and filed as Document No. 785105.

3. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the issuance of this Final Public Report.

4. This Final Public Report is made a part of the registration on the ALOHA TOWERS condominium project. The Developer is responsible for placing this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers and securing a signed copy of the Receipt for Horizontal Property Regime Public Report from each such person.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.

6. Advertising and promotional matter have been submitted pursuant to the Rules and Regulations promulgated by the Commission.

7. This Final Public Report automatically expires 13 months after date of issuance, November 26, 1976,

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: ALOHA TOWERS

LOCATION: Approximately 45,269 square feet of land committed to the regime is situate on Lewers Street, Waikiki, City and County of Honolulu, State of Hawaii.

TAX MAP KEY: FIRST DIVISION 2-6-17-5, 2-6-17-83 and 2-6-20-29.

ZONING: H-2

DEVELOPER: S. P. L. International Hawaii Limited, a Hawaii corporation, Suite 2200, Pacific Trade Center, Honolulu, Hawaii, and whose telephone number is 524-5112.

Officers:	Henry A. Tankard	- President
	Clive R. Stevens	- Vice President
	James H. Case	- Vice President
	Raymond S. Iwamoto	- Secretary

ATTORNEYS REPRESENTING DEVELOPER: The attorneys representing the Developer are Carlsmith, Carlsmith, Wichman and Case (James H. Case and Raymond S. Iwamoto), 22nd floor, Pacific Trade Center, Honolulu, Hawaii, telephone 524-5112.

DESCRIPTION: The land will be improved according to the Condominium Map as amended and the Developer's plans by constructing thereon two apartment towers which together with their respective appurtenances will constitute a unified condominium project. Tower One will consist of twenty-nine (29) levels, with 194 parking stalls located on portions of the first four (4) levels and will contain a total of one hundred twenty-four (124) residential units and one (1) commercial unit. Tower Two will consist of eighteen (18) levels with 58 parking stalls located on portions of the first two levels and will contain a total of seventy-three (73) residential units. In addition, the project will contain two swimming pools and other recreational facilities. Both Towers will be constructed principally of reinforced concrete floor and roof slabs, concrete beams and columns, and concrete block exterior walls. The Declaration of Horizontal Property Regime as amended describes the project and how the condominium units are arranged as follows:

(a) Tower One. Tower One contains one hundred twenty-four (124) residential units and one (1) commercial unit. The levels in Tower One are given floor numbers 1 through 12 and 14 through 30 in ascending order. The first level through the fourth level, inclusive, are parking

levels. The residential units begin on the fifth level (recreation deck level). Each residential unit is given a designation beginning with the floor number. There are no units commencing with the numeral 13. Except for the fifth level (recreation deck level), the residential unit in the northern corner on each level is given a designation ending in 01 with the designation numerically increasing clockwise on each level.

There are nine (9) types of residential units in Tower One: Types A through I, inclusive.

Type A includes a living room, kitchen, two lanais, two bedrooms, with one of the bedrooms having a walk-in closet, two baths, with one of the baths containing a dressing area, approximately 1,098 square feet (133 of lanai) and a .5424% common interest.

Type B includes a living room, kitchen, two lanais, two bedrooms, with one of the bedrooms having a walk-in closet, two baths, with one of the baths containing a dressing area, approximately 1,117 square feet (133 of lanai) and a .5517% common interest.

Type C includes a living room, kitchen, lanai, one bedroom, one bath, approximately 791 square feet (89 of lanai) and a .3907% common interest.

Type D includes a living room, kitchen, two lanais, one bedroom, one bath, approximately 832 square feet (100 of lanai) and a .4110% common interest.

Type E includes a living room, kitchen, lanai, one bedroom, one bath, approximately 762 square feet (89 of lanai) and a .3764% common interest.

Type F includes a living room, kitchen, three lanais, one bedroom, one bath, approximately 1,113 square feet (327 of lanai) plus 1,395 square feet of garden area and a .6189% common interest.

Type G includes a living room, kitchen, three lanais, two bedrooms, two baths, approximately 1,528 square feet (461 of lanai) plus 575 square feet of garden area and a .7834% common interest.

Type H includes a living room, kitchen, two lanais, one bedroom, one bath, approximately 1,095 square feet (378 of lanai) plus 1,230 square feet of garden area and a .6017% common interest.

Type I includes a living room, kitchen, two lanais, one bedroom, one bath, approximately 1,015

square feet (337 of lanai) plus 884 square feet of garden area and a .5448% common interest.

All units with numbers ending in 01 in Tower One are Type A. Unit number 502 is Type F and all other units with numbers ending in 02 are Type B. Unit number 503 is Type G and all other units with numbers ending in 03 are Type C. Unit number 504 is Type H and all other units with numbers ending in 04 are Type D. Unit number 505 is Type I and all other units with numbers ending in 05 are Type E.

In addition to the residential units in Tower One, there is one commercial unit on level One (a parking level), located at the southern corner, which consists of one room, but subject to partition, approximately 1,600 square feet, and a .7903% common interest.

(b) Tower Two. Tower Two contains seventy-three (73) residential units. The levels in Tower Two are given floor numbers 1 through 12 and 14 through 19 in ascending order. Levels one and two, inclusive, are parking levels. The residential units begin on the third level (recreation deck level). Each residential unit is given a designation beginning with the floor number. There are no residential units commencing with the numeral 13. Except for the third and nineteenth levels (recreation deck and penthouse levels respectively), the residential unit in the northern corner on each level is given a designation ending in 01 with the designation numerically increasing clockwise on each level.

There are eight (8) types of residential units in Tower Two: Types J through Q, inclusive.

Type J includes a living room, kitchen, lanai, two bedrooms, two baths, approximately 1,242 square feet (71 of lanai) and a .6135% common interest.

Type K includes a living room, kitchen, lanai, two bedrooms, two baths, approximately 1,203 square feet (71 of lanai) and a .5943% common interest.

Type L includes a living room, kitchen, lanai, two bedrooms, two baths, approximately 1,195 square feet (71 of lanai) and a .5903% common interest.

Type M includes a living room, kitchen, lanai, one bedroom, one bath, approximately 794 square feet (52 of lanai) and a .3922% common interest.

Type N includes a living room, kitchen, lanai, two bedrooms, two baths, approximately 1,199 square feet (71 of lanai) and a .5923% common interest.

Type O, the only residential unit on the third level (recreation deck level), includes a living room, dining room, family room, kitchen, bar, breakfast area, four lanais, two bedrooms, three baths, storage room, approximately 2,574 square feet plus 2,393 square feet of garden-lanai area and a 1.3895% common interest.

Type P, one of the two residential units on the nineteenth level (penthouse level) includes a living room, kitchen, three bedrooms and three baths, approximately 1,762 square feet plus 1,954 square feet of open roof garden designated as Lanais 1, 2, 3 and 4 on the Condominium Map and a .9459% common interest.

Type Q, the second of the two residential units on the nineteenth level (penthouse level) includes a living room, kitchen, three bedrooms and three baths, approximately 1,721 square feet plus 1,901 square feet of open roof garden designated as Lanais 1, 2, 3 and 4 on the Condominium Map and a .8363% common interest.

Unit number 1901 is Type P and all other units with numbers ending in 01 in Tower Two are Type J. Unit number 1902 is Type Q and all other units with numbers ending in 02 are Type K. All units with numbers ending in 03 are Type L. All units with numbers ending in 04 are Type M. All units with numbers ending in 05 are Type N. Unit number 300 is Type O.

The common interest of each unit is based upon the entire project which consists of 198 units in Tower One and Tower Two.

The foregoing areas for units in both Towers are computed from the outside faces of exterior walls and the centerlines of party walls.

Each unit has immediate access to a corridor connecting to the elevators and stairways which give access to the ground level and thence to the street.

A refrigerator, range and double oven, disposal, dishwasher, clothes washer and dryer, carpets and drapery liners, together with a double track are included with each residential unit.

The respective residential units and commercial unit will not include the undecorated or unfinished surfaces of the perimeter walls, or of the interior load-bearing walls, or the floors and ceiling which surround the units or any pipes, shafts, wires, ducts, conduits or other utility or service lines, facilities and appurtenances running

through such units which are utilized for or which serve more than one condominium unit. Subject to the foregoing, each residential unit shall include the adjacent lanai or lanais and adjacent garden area or areas for apartments 502 through 505, inclusive, in Tower One and apartments 300, 1901 and 1902 in Tower Two, and each unit shall include all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, the exterior of the lanai railing and all air space encompassed within the unit, together with fixtures and other such improvements located therein.

LESSOR'S RESERVED RIGHTS: The Declaration of Horizontal Property Regime provides that, with the prior written approval of the owners of condominium units to which is appurtenant not less than seventy-five percent (75%) of the common interests, the Lessor shall have, reserved solely to it, the power to amend the Declaration or the By-Laws in derogation of the rights of Lessor contained therein; to determine not to repair, rebuild or restore the project in the event of damage or destruction of all or any part thereof; to remove the project from the provisions of the Horizontal Property Act; and to prosecute an action for partition.

The Declaration further provides that the Lessor reserves the right, without the consent or joinder of the Developer or any Lessee, to cancel the Declaration and By-Laws and the Apartment Leases and to remove the project from under the provisions of said Horizontal Property Act if, for any reason, the Developer abandons development of the project after it has commenced but not completed construction of said buildings and other improvements, and after the Master Lease has been cancelled and the Apartment Leases have been issued in substitution therefor. The Lessor's right to cancel and to remove the project from under the Horizontal Property Act shall automatically terminate upon the issuance of a certificate or certificates of occupancy covering all apartments located in either of the two towers of the project by the county or city and county officer or agency having jurisdiction thereof.

COMMON ELEMENTS: An estate consisting of all remaining portions of the project being described and referred to in the Declaration as "Common Elements", which definition includes, but is not limited to:

(a) Said land;

(b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load-bearing walls, roofs, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of said buildings and other improvements.

(c) All parking areas, loading docks, ramps, driveways, walkways, yards, grounds and landscaping.

(d) All common recreational facilities including the swimming pools;

(e) All common storage areas, service rooms and equipment rooms;

(f) All central appurtenant installations for common services;

(g) All elevators and, in general, all apparatus and installations for common use;

(h) All other parts of the project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the Common Elements, herein called and designated as "Limited Common Elements", will be set aside and reserved for the exclusive use of certain units as follows:

(a) One (1) parking space shall be appurtenant to and for the exclusive use of each of the residential units; four (4) or more parking spaces shall be appurtenant to and for the exclusive use of the commercial unit; (six [6] or more parking spaces shall be allocated for visitor parking). The balance of the total number of parking spaces shall be available for sale to owners of units as limited common elements, and such spaces shall be appurtenant to and for the exclusive use of the unit whose owner has purchased such parking space. Developer reserves the right to designate by amendment to the Declaration and Condominium Map the particular space or spaces to be appurtenant to each residential unit and the commercial unit and to assign additional parking spaces to certain units.

(b) All components of any utility system, including but not limited to electric and water cooling systems, together with such systems' appurtenant ducts and equipment, and any other element, serving only the commercial unit shall be appurtenant to and for the exclusive use of the commercial unit.

(c) Each apartment shall have appurtenant thereto and as a limited common element an exclusive easement to use one mail box.

INTEREST TO BE CONVEYED PURCHASER: Each unit according to its type and location shall have appurtenant thereto an undivided percentage interest called the "Common Interest" in the Common Elements for all purposes, including voting.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration of Horizontal Property Regime states that the purposes for which the building and other improvements and each of the condominium units are intended and shall be restricted as to use are as follows:

(a) The residential units shall be occupied and used as residences either permanent or temporary. The residential units shall be occupied and used for no other purposes. Subject to the provisions of paragraph (c) hereof, the commercial unit shall be used for any lawful purpose. The residential unit owners and the commercial unit owner shall have the absolute right to rent or lease their units, subject to the limitations, restrictions, covenants and conditions contained in the Declaration or in the By-Laws or the Apartment Leases.

(b) Subject to the provisions of the following paragraph (c), the By-Laws, House Rules and the Apartment Leases, the owner of a residential unit and the owner of the commercial unit may, with the prior written consent of the Board of Directors, make additions to or alterations of an apartment .

(c) The owner of a condominium unit shall not use the same for any purpose which will injure the reputation of the project. Such owner shall not suffer anything to be done or kept in said condominium unit or elsewhere on the project which will jeopardize the soundness of the building or premises, or which will interfere with or unreasonably disturb the rights of other owners, or which will obstruct the public halls or stairways of the building or which will increase the rate of fire insurance on any building or the contents thereof or which will reduce the value of the premises.

OWNERSHIP TO TITLE: A Preliminary Report dated October 12, 1976, and prepared by Title Guaranty of Hawaii Incorporated, certifies that title to the land is vested in Lum Yip Kee, Limited, a Hawaii corporation.

ENCUMBRANCES AGAINST TITLE: A Preliminary Report dated October 12, 1976 and prepared by Title Guaranty of Hawaii Incorporated certifies that there are no liens or encumbrances of whatever kind or nature of record against the title, save and except the following:

(1) For any Real Property Taxes due and owing, reference is made to the Office of the Tax Assessor, First Division.

(2) As To Lot 2 Only:

(a) Easement for sewer in favor of the City and County of Honolulu as condemned by final order of condemnation dated April 11, 1968 and filed as Land Court Document No. 441474.

(b) Delineation of Easement for Sanitary Sewer, as shown on Map 6 of Land Court Application No. 811, and Map 1 of Land Court Consolidation No. 133, as set forth by Land Court Order No. 28807, filed August 2, 1968.

(3) Mortgage and Security Agreement in favor of Bank of Hawaii, securing all of the individual Apartment Leases filed as Document No. 757676.

(4) Terms, covenants and conditions of that certain Declaration of Horizontal Property Regime dated January 13, 1976, filed as Document No. 757475. Said Declaration was amended by instrument dated October 4, 1976 and filed as Document No. 785105.

(5) Terms, agreements, reservations, covenants and conditions and provisions contained in Apartment Leases made by and between Lum Yip Kee, Limited, as Lessor, and S.P.L. International Hawaii, Limited, a Hawaii corporation, as Lessee, filed in the Land Court as Document Nos. 757478 through 757675.

PURCHASE MONEY HANDLING: An Amended Escrow Agreement dated January 7, 1975, has been executed and a copy of the same has been filed with the Commission. The Escrow Agent is Bank of Hawaii. Upon examination the specimen Sales Contract and the executed Escrow Agreement are found to be in consonance with Chapter 514, Hawaii Revised Statutes, and particularly Sections 514-15(6) and 514-36 through 514-40.

Among other provisions, the specimen Sales Contract provides: (1) that in the event less than 100 apartments are sold prior to April 30, 1975, Seller may at its option cancel the Sales Contract, and all sums paid by the Buyer thereunder shall be refunded without interest, and upon tender of such refund, the parties shall be released from all obligations to each other thereunder; (2) Purchaser should be aware that the Seller's mortgage loan used for the construction of the project shall be and remain at all times a superior lien on the project, and purchasers intentionally

waive and subordinate the priority of any lien under the sales contract or reservation agreement in favor of the mortgage loan. Purchasers are advised that paragraph 21(d) of the Sales Contract prohibits assignment of the Sales Contract without the written consent of the Seller.

It is incumbent upon the purchaser and prospective purchaser that he reads with care the Sales Contract and the executed Escrow Agreement. The latter Agreement establishes how the proceeds from the sale of condominium units are placed in trust, as well as the retention and disbursement of said funds.

MANAGEMENT OF THE PROJECT: The By-Laws of the Association of Apartment Owners vest in the Board of Directors the power and duties necessary for the administration of the affairs of the Association of Apartment Owners of the project. The By-Laws of the Association of Apartment Owners specify that the presence at any meeting in person or by proxy of a majority of apartment owners shall constitute a quorum; and at any meeting in which a quorum is present, action by a majority of the voting power represented at such meeting shall be valid and binding on the Association except as otherwise provided in the By-Laws. Voting shall be on a percentage basis, the percentage of the total vote to which each apartment is entitled shall be the same as the percentage of the common interests assigned to such apartment in the Declaration; and any percentage of apartment owners specified in the By-Laws means the owners of apartments to which are appurtenant such percentage of the common interest. The Board of Directors of the Association of Apartment Owners may employ necessary personnel to carry out management and operation functions of the project. The By-Laws submitted to the Commission permit the Developer to appoint the initial managing agent.

A copy of a Property Management and Agency Agreement between the Developer for and on behalf of the Association of Apartment Owners of Aloha Towers and The McCormack Management Group, Ltd., a Hawaii corporation, as Agent has been filed with the Commission. This Agreement gives Agent the authority to manage the project and is subject to ratification and confirmation by the Board of Directors of the Association at the time it is organized. The purchaser should read the Property Management and Agency Agreement.

STATUS OF PROJECT: On May 19, 1975, Developer entered into a Construction Contract with PACCO/DMA, a joint venture consisting solely of DMA/Hawaii, Inc. and Pacific Construction Co., Ltd., to construct the project. The Developer

advises that construction commenced on May 20, 1975, and that it is estimated that construction will be completed by November 30, 1976.

PROGRAM OF FINANCING: The statement of the Program of Financing submitted by the Developer reflects that the Developer intends to pay the cost of the project from funds available through a Construction Loan, purchasers' funds deposited with Escrow, and Developer's equity funds.

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 August 1, 1974 and additional information subsequently filed as of November 19, 1976.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 708 filed with the Commission on August 1, 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 white.

Ah Kau Young

(~~for~~) AH KAU YOUNG, 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. 708

November 26, 1976