

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

LUALUALEI-I
Lualualei, Oahu, Hawaii

REGISTRATION NO. 709

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: May 5, 1976
Expires: June 5, 1977

SPECIAL ATTENTION

A comprehensive reading by the prospective purchaser is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED AUGUST 5, 1974, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF APRIL 30, 1976. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514, HAWAII REVISED STATUTES.

1. LUALUALEI-I is a leasehold condominium project consisting of nine (9) one-story buildings and one (1) two-story building, without basements. There are a total of eleven (11) residential apartments.

NOTE: The nine (9) buildings containing Apartment Nos. "J", "K", "L", "M", "N", "P", "R", "S" and "T", respectively,

were originally constructed in 1968 and 1969. The duplex containing Apartment Nos. G and H was originally constructed in 1973.

2. Materials. The existing buildings are constructed principally of wood and concrete. The principal material used in the renovation of these buildings is wood.

3. The Developer of the project has filed all documents and materials deemed necessary by the Commission for the registration of this 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 Bureau of Conveyances of the State of Hawaii.

The Declaration of Horizontal Property Regime, with By-Laws of the Association of Apartment Owners attached dated March 13, 1976, were recorded in the Bureau of Conveyances of the State of Hawaii in Liber 11315, Page 1.

Condominium File Plan No. 453 showing the layout, location and apartment numbers was also recorded in said Bureau of Conveyances.

5. No advertising or promotional matter has been filed pursuant to the rules and regulations promulgated by the Commission.

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

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, May 5, 1976, unless the Commission issues a Supplementary Public Report, or upon a review of the registration, issues an order extending the period of this report.

8. This Final Public Report is made a part of registration on Lualualei-I condominium project. The Developer has the responsibility of placing a true copy of the Final Public Report (white paper stock) in the hands of all purchasers. Securing a signed copy of the Receipt for the Final Horizontal Property Regime Public Report from each purchaser is also the responsibility of the Developer.

NAME OF PROJECT: LUALUALEI-I

LOCATION: The land submitted to the Regime consists of approximately 2.631 acres located in Lualualei, District of Waianae, City and County of Honolulu, State of Hawaii.

TAX MAP KEY: First Division: 8-7-33: 12 & 21.

ZONING: R-6.

DEVELOPER: Lualualei Partners, a Hawaii registered limited partnership, whose principal place of business is 20th Floor, Davies Pacific Center, 841 Bishop Street, Honolulu, Hawaii 96813, Tel. No.: 524-2600; whose General Partner is The McCormack Corporation, 20th Floor, Davies Pacific Center, 841 Bishop Street, Honolulu, Hawaii 96813; Tel. No.: 524-2600.

ATTORNEY REPRESENTING DEVELOPER: Hamilton, Gibson, Nickelsen, Rush & Moore (Attention: Dwight M. Rush and D. Scott MacKinnon), 20th Floor Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813, Phone 521-2611.

DESCRIPTION:

The Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a leasehold condominium project consisting of nine (9) one-story buildings and one (1) two-story building, without basements. There will be eleven (11) apartments designated in the spaces of the perimeter and party walls, floors and ceilings of each of the eleven (11) apartments contained in the buildings of the project, which spaces together with appurtenant undetached carports, if any, and covered lanais, if any, are referred to herein as "apartments", and are designated on said plans and described as follows:

Buildings "J", "K", "L", "M", "N", "P", "R", "S" and "T" each contains one (1) apartment which bears the same letter as the building. Building "D" contains two (2) apartments with Apartment No. G on the ground floor of said Building and Apartment No. H on the second floor of said Building.

The apartments are constructed according to eleven (11) different floor plans. A description of each of the said floor plans, designating the layout and number of rooms and approximate area thereof is as follows:

a. One (1) apartment being Apartment No. J consists of six (6) rooms, including three (3) bedrooms, a bathroom, a living-dining room, a kitchen and a covered lanai and a carport. This apartment contains a floor area of approximately 1772 square feet, including the covered lanai of approximately 238 square feet and the carport of approximately 453 square feet.

b. One (1) apartment being Apartment No. K consists of seven (7) rooms, including three (3) bedrooms, two (2) bathrooms, a living-dining room, a kitchen, a covered lanai, a storage module and a carport. This apartment contains a floor area of approximately 1859 square feet, including the covered lanai of approximately 255 square feet, the carport of approximately 346 square feet and the storage module of approximately 30 square feet.

c. One (1) apartment being Apartment No. L, consists of seven (7) rooms, including three (3) bedrooms, two (2) bathrooms, a living-dining room, a kitchen, a covered lanai and a carport. This apartment contains a floor area of approximately 1584 square feet, including the covered lanai of approximately 196 square feet and the carport of approximately 348 square feet.

d. One (1) apartment being Apartment No. M, consists of eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a dining room, a living room, a kitchen, a covered lanai and a carport. This apartment contains a floor area of approximately 1762 square feet, including the covered lanai of approximately 256 square feet and the carport of approximately 356 square feet.

e. One (1) apartment being Apartment No. N, consists of seven (7) rooms, including three (3) bedrooms, two (2) bathrooms, a living-dining room, a kitchen, a covered lanai and a carport. This apartment contains a floor area of approximately 1862 square feet, including the covered porch of approximately 20 square feet, the covered lanai of approximately 216 square feet and the carport of approximately 387 square feet.

f. One (1) apartment being Apartment No. P, consists of seven (7) rooms, including three (3) bedrooms, two (2) bathrooms, a living-dining room, a kitchen, a covered lanai and a carport. This apartment contains a floor area of approximately 1830 square feet, including the covered lanai of approximately 237 square feet and the carport of approximately 337 square feet.

g. One (1) apartment being Apartment No. R, consists of six and one-half (6-1/2) rooms, including three (3) bedrooms, one and one-half (1-1/2) bathrooms, a living-dining room, a kitchen, a covered lanai and a carport. This apartment contains a floor area of approximately 1789 square feet, including the covered porch of approximately 32 square feet, the covered lanai of approximately 266 square feet and the carport of approximately 486 square feet.

h. One (1) apartment being Apartment No. S, consists of seven (7) rooms, including three (3) bedrooms, two (2) bathrooms, a living-dining room, a kitchen, a covered lanai and a carport. This apartment contains a floor area of approximately 1860 square feet, including the covered lanai of approximately 218 square feet and the carport of approximately 382 square feet.

i. One (1) apartment being Apartment No. T, consists of eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a dining room, a living room, a kitchen, a covered lanai and a carport. This apartment contains a floor area of approximately 1847 square feet, including the covered lanai of approximately 360 square feet and the carport of approximately 337 square feet.

j. One (1) apartment being Apartment No. G, consists of seven (7) rooms, including three (3) bedrooms, two (2) bathrooms, a living-dining room, a kitchen and a covered lanai. This apartment contains a floor area of approximately 1396 square feet, including the covered lanai of approximately 262 square feet.

k. One (1) apartment being Apartment No. H, consists of seven (7) rooms, including three (3) bedrooms, two (2) bathrooms, a living-dining room, a kitchen and a covered lanai. This apartment contains a floor area of approximately 1301 square feet, including the covered lanai of approximately 166 square feet.

l. Each apartment has immediate access to the grounds of the project, or to a stairway leading to the grounds of the project.

m. 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 any other 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, the inner decorated or finished surfaces of all walls, floors, ceilings, doors and door frames, windows and window frames, and all fixtures originally installed therein. An apartment shall also be deemed to include its carport, if any, and any roofs or other structures connecting such apartment to its carport.

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

1. The land in fee simple;
2. All yards, grounds and landscaped areas around and between said buildings;
3. All roadways, sidewalks and driveways;
4. All central and appurtenant installations for common services including power, light, water, telephone and trash disposal; and
5. All other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the project.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are designated and set aside for the exclusive use of certain apartments, and such apartments having appurtenant thereto easements for the use of such limited common elements as follows:

a. The driveway connecting the carport of each apartment to the roadway of the project shall be deemed a limited common element appurtenant to and for the exclusive use of the apartment or apartments which is served thereby; and

Note: The Developer advises that Apartments G and H will each be provided with one (1) parking stall and that the Declaration and Condominium File Plan will be amended to reflect these parking stalls at the time the Developer files the "as built" Certificate.

b. The walkways connecting the apartments to the roadway of the project and/or to the carports of such apartments shall be deemed a limited common element appurtenant to and for the exclusive use of the apartment or apartments served thereby.

INTEREST TO BE CONVEYED TO PURCHASERS: The documents filed with the Real Estate Commission indicate that the purchasers will secure an apartment lease demising an apartment together with an undivided 1/11th fractional interest (a 9.09+ percentage interest) in the common elements of the project.

This same percentage interest for each apartment shall be used in determining each purchaser's proportionate share of all common profits and expenses of the project and shall be used for all other purposes including determining the proportionate representation for voting purposes in the Association of Apartment Owners of the project.

DEVELOPER'S OPTION TO BUILD: The Declaration provides that the Developer shall have the right at its sole option to amend the project, by way of an Amendment to said Declaration, at any time up to, but not later than December 31, 1982, by the construction and addition to the project of up to six (6) additional apartments (herein collectively referred to as the "Additional Apartments"), together with such supporting and servicing common elements which the Developer determines in its sole discretion are beneficial to the project, on 22,650 square feet of the common elements of the project, as shown on said condominium file plan as Additional Apartments.

Incorporation of the Additional Apartments into the project shall take effect upon the happening of all of the following conditions with respect thereto:

(a) Recordation in the Bureau of Conveyances of the State of Hawaii by the Developer of an Amendment to the Declaration of Horizontal Property Regime properly describing the Additional Apartments and including without limiting the generality of the foregoing:

(i) A revised Condominium File Plan which depicts the plot and floor plans of the Additional Apartments;

(ii) The location, layout and dimensions of any new apartments, and any limited common elements appurtenant to the Additional Apartments;

(iii) The common interest of each apartment in the completed project; and

(iv) A revised plot plan showing the location of the buildings of the completed project after inclusion of the Additional Apartments.

(b) The approximate common interest of each apartment after the addition of the Additional Apartments shall be 1/17th fractional interest (5.882+ percentage interest).

(c) The Completed Project shall be treated as if it were a single project developed as a whole from the beginning, and there shall and can be only one Association of Apartment Owners and one Board, to be governed by the provisions of the original Declaration of Horizontal Property Regime and the By-Laws attached thereto. The Developer shall for all purposes be deemed the "apartment owner" as to such additional apartments. In connection with, and only to the extent necessary for the creation of such additional apartments and common elements, as aforesaid, the Developer shall have the right to remove, amend or add common elements; to remove, amend or add parking spaces; to enter upon the project premises with employees, agents and contractors for all purposes reasonably necessary for or useful to constructing and completing said Additional Apartments and common elements; to connect said Additional Apartments and common elements to utilities of the project, to file amendments to the Declaration for purposes of certifying condominium file plans filed as reflecting the improvements shown therein to be "as built"; and to sell or designate lessees of the said Additional Apartments.

NOTE: The purchaser and the prospective purchaser should be aware that the construction and placement of the Additional Apartments might interfere with or impair any presently existing views. The purchaser and prospective purchaser is cautioned to carefully review the available maps showing the proposed placement of the said Additional Apartments.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that 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. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration.

OWNERSHIP OF TITLE: The Developer represents that ERSEL LEONARD KILBURN and LILLIAN SILEN KILBURN are the owners of the fee simple title of the property committed to the project.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report dated February 3, 1976, issued by Title Guaranty of Hawaii, Incorporated, as submitted to the Commission, provides that the following are encumbrances against title to the property:

1. Terms, agreements, reservations, covenants, conditions and provisions contained in Lease dated November 28, 1975, and recorded in Liber 11188, Page 431.
2. Mortgage dated December 28, 1973, in favor of CHARLES MAXWELL NAFE, husband of Renee Laure Nafe, and CHARLES M. NAFE, Executor under the Will and Estate of Anabelle M. Nafe, also known as Annabelle May Nafe, recorded in Liber 9673, Page 149. Said mortgage was assigned to Bank of Hawaii, a Hawaii corporation, by instrument dated March 5, 1975, and recorded in Liber 10521, Page 1.
3. A perpetual easement in favor of the easterly portion of the parcel of former Lot 16-K of the Lualualei Homesteads, 2nd Series, for road and utility purposes, over Easement "X" as described in Lease dated November 28, 1975, recorded as aforesaid in Liber 11188, Page 431.
4. For any 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 First Division.

NOTE: The Sales Agreement includes a provision under which the purchaser agrees that until the Developer has closed out the sale of all of the apartments in the condominium project, or until June 30, 1979, whichever shall first occur, the Purchaser will not enter into an agreement with any owner of another apartment in the project and/or any third party under which the Purchaser agrees to share expenses and/or rentals of apartments in the project, and that this agreement of the Purchaser shall survive the issuance to the Purchaser of the apartment lease demising the apartment and shall bind the Purchaser's heirs, executors, administrators, successors and assigns during the term hereof. Further the Sales Agreement provides that THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE APARTMENT FOR A PARTICULAR PURPOSE.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated February 24, 1976, between Title Guaranty Escrow Services, Inc., as Escrow, and Developer has been filed with the Commission. On examination, the executed Escrow Agreement filed with the Commission is found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Sections 514-36 through 514-40, H.R.S. Among other provisions, the executed Escrow Agreement states 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's

\$25.00 cancellation fee, 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 Developer to return to purchaser the funds of such purchaser then held under the Escrow Agreement 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 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 a purchaser's funds were obtained prior to the issuance of a Final Public Report and the request is prior to the time the Final Public Report is issued; or
4. 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.

It is incumbent of the purchaser and prospective purchaser to read and understand the Escrow Agreement before signing the reservation agreement since the Escrow Agreement prescribes the procedure for receiving and disbursing the purchaser's funds. The Sales Agreement specifically provides that the purchaser approve said Escrow Agreement and assume the benefits and obligations therein provided. Purchasers and prospective purchasers are advised to read with care the provisions of the reservation agreement.

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible managing agent. The Developer in its Notice of Intention indicates that it has selected as the initial managing agent for the project, The McCormack Management Group, Ltd., whose principal place of business is 20th Floor, 841 Bishop Street, Honolulu, Hawaii.

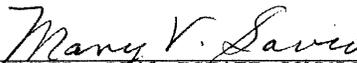
NOTE: The Developer advises that it is not offering to provide services relating to the sale or rental of apartments of the project and that no representation or reference to that effect has been made or will be made by or on behalf of the Developer. Rental of the apartments with the provision of management services in connection therewith is and shall be the sole responsibility of the purchaser.

STATUS OF PROJECT: The project consists of existing buildings which the Developer has renovated. The Developer advises that renovation of the project has been completed, as of August, 1975.

NOTE: The existing buildings may be non-conforming structures, meaning any structure which was previously lawful but which does not comply with the present bulk, yard, setback and/or height regulations of the district in which it is located, as a result of the new CZC regulations.

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 5, 1974, and additional information filed as of April 30, 1976.

This is a FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION NO. 709 filed with the Commission August 5, 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.


MEMBER, REAL ESTATE COMMISSION
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING COMMISSION, CITY AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

May 5, 1976

REGISTRATION NO. 709