

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**

COLONNADE ON THE GREENS
Iho Place
Ewa, Oahu, Hawaii

REGISTRATION NO. 726

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: September 19, 1975
Expires: October 19, 1976

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 OCTOBER 2, 1974 AND INFORMATION SUBSEQUENTLY FILED AS OF SEPTEMBER 11, 1975. 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.

1. COLONNADE ON THE GREENS is a proposed leasehold condominium project consisting of two hundred seventy-four (274) residential units in five (5) buildings, herein-after described in accordance with plans incorporated

herein by reference and recorded in the Bureau of Conveyances of the State of Hawaii as Condominium Map No. 429, and three hundred seventy-six (376) off-street parking stalls. The Developer intends to sell units together with an undivided interest in the common elements of the project (exclusive of land) and to assign leases of undivided interests in the land. Purchasers are advised to study the Surrender clause contained in paragraph 14 in the Sales Contract which prohibits assignment of the Sales Contract.

2. The Declaration of Horizontal Property Regime, together with the By-Laws of Association of Apartment Owners attached thereto, was recorded in the State of Hawaii Bureau of Conveyances in Liber 10854, at Page 172, and Condominium Map No. 429 has been assigned to the project by said office.
3. This Final Public Report is made a part of the registration on COLONNADE ON THE GREENS 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 for securing a signed copy of the Receipt for Horizontal Property Regime Public Report from each purchaser and prospective purchaser.
4. 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.
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. No advertising or promotional matter has been submitted pursuant to the Rules and Regulations promulgated by the Commission.
7. This Final Public Report automatically expires thirteen (13) months after date of issuance, September 19, 1975, 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: COLONNADE ON THE GREENS

LOCATION: Approximately 298,227 square feet of land committed to the regime is situated at Kalauao, District of Ewa, City and County of Honolulu, State of Hawaii, comprising Lot 67, KaonoHi Ridge Subdivision, Unit 3, as shown on File Plan No. 1127 filed in the Bureau of Conveyances of the State of Hawaii.

TAX KEY: FIRST DIVISION 9-8-11-42

ZONING: A-2

DEVELOPER: KAONOHI RIDGE PARTNERS, a joint venture registered as a Hawaii general partnership, consisting of 1521 CORP., a Hawaii corporation, and AMFAC FINANCIAL CORP., a Hawaii corporation, and whose principal place of business is 16th Floor, 700 Bishop Street, Honolulu, City and County of Honolulu, State of Hawaii, and whose post office address is P. O. Box 2448, Honolulu aforesaid.

ATTORNEYS REPRESENTING DEVELOPER: The attorneys representing the Developer are Carlsmith, Carlsmith, Wichman and Case (Peter Starn), 22nd Floor, Pacific Trade Center, Honolulu, Hawaii, phone 524-5112.

DESCRIPTION: The land will be improved, according to the developer's plans and intention to sell, by constructing five apartment buildings containing a total of 274 residential apartments, and two parking structures containing 376 parking stalls, all in accordance with the Condominium Map recorded in the State of Hawaii Bureau of Conveyances. The specimen Sales Contract states that the developer intends to sell the residential units therein to third persons causing the fee owner to issue to each purchaser of a condominium unit a lease of such condominium unit and of an undivided interest in the common elements of the project.

1. Description of Buildings. The Project will consist of five (5) apartment buildings and two (2) parking structures. Each of the apartment buildings and parking structures are further described as follows:

a. Apartment Buildings:

1. "Building 1", as designated on the Condominium Map, has nine (9) floors, designated in ascending order as the "1st" through the "9th" floors respectively, plus a basement, located under the southwestern half of the

building, which contains six (6) rooms consisting of a bulk storage room, a non-regulation indoor handball court, a general purpose room, an indoor golf-driving range and two rooms containing storage lockers. Building 1 shall contain thirty-six (36) apartment units.

- ii. "Building 2", as designated on the Condominium Map, has sixteen (16) floors plus a basement, located under the southwestern end of the building which contains five (5) rooms consisting of a children's playroom, a men's restroom, a women's restroom, and two rooms containing storage lockers. The level in Building 2 which is located immediately above the basement floor is designated as "Floor 1a (LOWER LEVEL)". The next level above Floor 1a (LOWER LEVEL) is designated as "1st Floor (ENTRY LEVEL)". The remaining fourteen levels are designated in ascending order as the "2nd" through "15th" floors respectively. Building 2 shall contain seventy-five (75) apartment units.
- iii. "Building 3", as designated on the Condominium Map, has eight (8) floors and no basement. The first level is designated as the "Lobby Floor" and levels two through eight are designated in ascending order as the "1st" through the "7th" floors. The Lobby Floor contains the following common elements for the Project: the lobby area, the manager's apartment/office, a hobby and crafts room, a billiards room, a ping pong room, two general meeting rooms, a men's restroom, a women's restroom, a dry cleaning delivery room, a parcel delivery room, a women's exercise room with a sauna and adjacent dressing room, as well as a men's exercise room with an adjacent dressing room and sauna. In addition to the common elements located on the Lobby Floor, Building 3 shall contain twenty-eight (28) apartment units.
- iv. "Building 4", as designated on the Condominium Map, has fifteen (15) floors plus a basement which is located under various portions of that building and which consists of five (5) rooms containing storage lockers,

a maintenance storage room and two "potting areas" for garden plants which are enclosed on three sides and open on the southeastern side. The level in Building 4 which is located immediately above the basement floor is designated as "Floor 1a (LOWER LEVEL)". The next level above Floor 1a (LOWER LEVEL) is designated as "1st Floor (ENTRY LEVEL)". The remaining thirteen levels are designated in ascending order as the "2nd" through "14th" floors respectively. Building 4 shall contain seventy (70) apartment units.

- v. "Building 5", as designated on the Condominium Map, has fourteen (14) floors plus a basement which contains seven (7) rooms consisting of five (5) rooms containing storage lockers and two (2) maintenance storage rooms. The level in Building 5 which is located immediately above the basement floor is designated as "Floor 1a (LOWER LEVEL)". Floor 1a (LOWER LEVEL) does not extend under apartment 105 in Building 5 (the most westerly apartment on the next higher floor); however, Floor 1a (LOWER LEVEL) does run the length of apartments 101 through 104 in Building 5. The next level above Floor 1a (LOWER LEVEL) is designated as "1st Floor (ENTRY LEVEL)". The remaining twelve levels of Building 5 are designated in ascending order as the "2nd" through the "13th" floors respectively. Building 5 shall contain sixty-five (65) apartment units.

b. Parking Structures:

- i. The most southwesterly parking structure (the "Makai Parking Structure") contains three (3) floors of parking. The top floor is designated as "Parking Area A" and contains forty-one (41) uncovered parking stalls. The middle floor is designated as "Parking Area B" and contains thirty-nine (39) covered parking stalls. The bottom floor is designated as "Parking Area C" and contains forty (40) covered parking stalls. Parking stalls 18 through 21 inclusive on Parking Level A are "compact car" stalls; the other 116 parking stalls in the Makai Parking Structure are "standard car" stalls.

- ii. The northeasterly parking structure (the "Mauka Parking Structure") is joined to the Makai Parking Structure by a circular street access ramp which connects each of the parking levels in the Makai Parking Structure with each of the levels in the Mauka Parking Structure. The portion of the Mauka Parking Structure located adjacent to Buildings 3 and 4 and between the circular street access ramp and the other street access ramp (the "Straight Ramp") contains four (4) floors of parking. The top floor is designated "Parking Area D"; the floor below Parking Area D is designated "Parking Area E"; the floor below Parking Area E is designated "Parking Area F" and the bottom floor is designated "Parking Area G". The portion of the Mauka Parking Structure located adjacent to Building 5 and the swimming pool recreation area and which is abeam and northeast of the Straight Ramp contains two floors of parking; the top floor is an extension of and is part of Parking Area D and the lower floor is an extension of and is part of Parking Area E. Parking Area D contains a total of eighty-three (83) parking stalls, a space for bicycle parking located adjacent to parking stall 27 and an equipment room located behind the stairway adjacent to parking stall 28. The stalls in Parking Area D designated as parking stalls 28 through 33, inclusive, are covered by the overhang from the swimming pool recreational deck area and all of the other stalls in Parking Area D are uncovered. Twenty-nine (29) of the stalls in Parking Area D, consisting of parking stalls 27 through 55 inclusive, are "standard car" stalls; all other stalls in Parking Area D are "compact car" stalls. Parking Area E contains a total of eighty-one (81) parking stalls plus a parking stall designated for the manager and two areas located between stalls 27 and 28, for surfboard storage. All of the stalls in Parking Area E are covered; parking stalls 52 through 55, inclusive are "compact car" stalls and all other stalls in Parking Area E are "standard car" stalls. Parking Area F contains a total of forty-five (45) parking stalls all of which are covered "standard car" stalls. Parking Area G contains a total

of forty-six (46) parking stalls all of which are covered "standard car" stalls.

111. As shown on the Condominium Map the parking stalls in each parking area are numbered consecutively in each area beginning with the numeral "1", with the sole exception of the manager's parking stall located in Parking Area E, which is designated on the Condominium Map by the word "MANAGER" rather than with a numerical designation. Thus, each parking area has stalls with numerical designations which are the same as the numerical designations of stalls in the other parking areas. Each stall is therefore referred to and identified first by the letter of the parking area in which it is located and then by its numerical designation as shown on the Condominium Map, e.g., parking stall "D-24".

2. Materials. Each of the apartment buildings will be constructed principally of masonry block columns, concrete floor slabs, shear walls and roof. Each of the parking structures is constructed principally of reinforced concrete.

3. Description, Area, Numbering and Percentage Interest of Apartments. There are eleven types of apartments. Each type of apartment is shown in detail on the Condominium Map. Each apartment shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits, or other utility 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 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, and the fixtures originally installed therein, including range and oven, freezer/refrigerator, dishwasher, disposal, trash compactor, stacked washer and dryer, and drapes. The number of rooms and approximate areas (computed from the center line of perimeter party walls and from the exterior surface of perimeter non-party walls) of each type of apartment is as follows:

- a. The 78 Type A apartments each contain six rooms, an area of 805 square feet plus a lanai of 91 square feet, and consist of:

Kitchen
Living-Dining Room
Bedrooms - 2
Bathrooms - 2

b. The 64 Type B apartments each contain seven rooms, an area of 1104 square feet plus a lanai of 91 square feet, and consist of:

Kitchen
Living-Dining Room
Bedrooms - 3
Bathrooms - 2

c. The 39 Type C apartments each contain six rooms, an area of 976 square feet plus a lanai of 91 square feet, and consist of:

Kitchen
Living-Dining Room
Bedrooms - 2
Bathrooms - 2

d. The 25 Type D apartments each contain seven rooms, an area of 1000 square feet plus a lanai of 91 square feet, and consist of:

Kitchen
Living-Dining Room
Den
Bedrooms - 2
Bathrooms - 2

e. The 28 Type D-1 and 26 Type D-2 apartments each contain seven rooms, an area of 1033 square feet plus a lanai of 91 square feet, and consist of:

Kitchen
Living-Dining Room
Den
Bedrooms - 2
Bathrooms - 2

f. The 6 Type AA apartments each contain seven rooms, an area of 1636 square feet plus a lanai of 149 square feet and consist of:

Kitchen
Living Room
Dining Room
Bedrooms - 2
Bathrooms - 2

All AA units are identical except for the northern portion of the living room in unit 104 in Building No. 5. This unit differs from the typical AA unit in that the bar counter and sink are located on the western wall of the living room rather than the northern wall and there is a concrete ledge under the bar counter and sink and along the northern wall which is approximately three feet high and extends approximately two feet into the living room from each of these walls, all as shown on the detailed plans for this portion of unit 104 in Building No. 5 on sheet D-113b of the Condominium Map.

g. The 3 Type CC apartments each contain eleven rooms, and consist of:

- Kitchen
- Living Room
- Dining Room
- Family Room
- Guest Room
- Bedrooms - 2
- Bathrooms - 3
- Powder Room

Unit 103 in Building No. 2 contains an area of 1987 square feet plus a lanai of 140 square feet. Unit 103 in Building No. 4 contains an area of 1985 square feet plus a lanai of 142 square feet. Unit 103 in Building No. 5 contains an area of 1978 square feet plus a lanai of 149 square feet. These slight differences in the square footage of the living areas and lanai areas of the CC units are a result of a slightly different location of the sliding door located between the dining room and the lanai in each of the CC units.

h. The 2 Type DD apartments each contain ten rooms, an area of 2056 square feet plus a lanai of 119 square feet and consist of:

- Kitchen
- Living Room
- Dining Room
- Bedrooms - 4
- Bathrooms - 3

i. The 2 Type DD-1 and 1 Type DD-2 apartments each contain eleven rooms, an area of 2118 square feet plus a lanai of 123 square feet and consist of:

Kitchen
 Living Room
 Dining Room
 Bedrooms - 4
 Bathrooms - 3
 Storeroom

The undivided percentage interest ownership in the common elements ("common interest") appertaining to each type of apartment for all purposes including voting is as follows:

Type A apartments:	0.2891%
Type B apartments:	0.3963%
Type C apartments:	0.3504%
Type D apartments:	0.3590%
Type D-1 and D-2 apartments:	0.3709%
Type AA apartments:	0.5879%
Type CC apartments:	0.7100%
Type DD apartments:	0.7399%
Type DD-1 and DD-2 apartments:	0.7602%

Each of the 274 individual apartments are of the type and are located in the building and on the floor indicated and numbered as follows:

<u>Building No.</u>	<u>Floor No.</u>	<u>Apartment No.</u>	<u>Apartment Type</u>
1	1	401	B
		402	B (Reverse)
		403	B
		404	B (Reverse)
	2	501	B
		502	B (Reverse)
		503	B
		504	B (Reverse)
	3	601	B
		602	B (Reverse)
		603	B
		604	B (Reverse)
	4	701	B
		702	B (Reverse)
		703	B
		704	B (Reverse)
	5	801	B
		802	B (Reverse)
		803	B
		804	B (Reverse)

<u>Building No.</u>	<u>Floor No.</u>	<u>Apartment No.</u>	<u>Apartment Type</u>
1	6	901	B
		902	B (Reverse)
		903	B
		904	B (Reverse)
	7	1001	B
		1002	D (Reverse)
		1003	B
		1004	B (Reverse)
	8	1101	B
		1102	B (Reverse)
		1103	B
		1104	B (Reverse)
	9	1201	B
		1202	B (Reverse)
		1203	B
		1204	B (Reverse)
2	1	101	DD-1 (Reverse)
		102	AA
		103	CC
		104	AA (Reverse)
		105	DD-1
	2	201	D-1 (Reverse)
		202	A
		203	C
		204	A (Reverse)
		205	D-1
	3	301	D-1 (Reverse)
		302	A
		303	C
		304	A (Reverse)
		305	D-1
	4	401	D-1 (Reverse)
		402	A
		403	C
		404	A (Reverse)
		405	D-1
	5	501	D-1 (Reverse)
		502	A
		503	C
		504	A (Reverse)
		505	D-1
	6	601	D-1 (Reverse)
		602	A
		603	C
		604	A (Reverse)
		605	D-1
	7	701	D-1 (Reverse)
		702	A
		703	C
		704	A (Reverse)
		705	D-1

<u>Building No.</u>	<u>Floor No.</u>	<u>Apartment No.</u>	<u>Apartment Type</u>
2	8	801	D-1 (Reverse)
		802	A
		803	C
		804	A (Reverse)
		805	D-1
	9	901	D-1 (Reverse)
		902	A
		903	C
		904	A (Reverse)
		905	D-1
	10	1001	D-1 (Reverse)
		1002	A
		1003	C
		1004	A (Reverse)
		1005	D-1
	11	1101	D-1 (Reverse)
		1102	A
		1103	C
		1104	A (Reverse)
		1105	D-1
	12	1201	D-1 (Reverse)
		1202	A
		1203	C
		1204	A (Reverse)
		1205	D-1
	13	1401	D-1 (Reverse)
		1402	A
		1403	C
		1404	A (Reverse)
		1405	D-1
	14	1501	D-1 (Reverse)
		1502	A
		1503	C
1504		A (Reverse)	
1505		D-1	
15	1601	D-1 (Reverse)	
	1602	A	
	1603	C	
	1604	A (Reverse)	
	1605	D-1	
3	1	501	B
		502	B (Reverse)
		503	B
		504	B (Reverse)
	2	601	B
		602	B (Reverse)
		603	B
		604	B (Reverse)
	3	701	B
		702	B (Reverse)
		703	B
		704	B (Reverse)

<u>Building No.</u>	<u>Floor No.</u>	<u>Apartment No.</u>	<u>Apartment Type</u>
3	4	801	B
		802	B (Reverse)
		803	B
		804	B (Reverse)
	5	901	B
		902	B (Reverse)
		903	B
		904	B (Reverse)
	6	1001	B
		1002	B (Reverse)
		1003	B
		1004	B (Reverse)
	7	1101	B
		1102	B (Reverse)
1103		B	
1104		B (Reverse)	
4	1	101	DD-2
		102	AA
		103	CC
		104	AA (Reverse)
		105	DD
	2	201	D-2
		202	A
		203	C
		204	A (Reverse)
		205	D
	3	301	D-2
		302	A
		303	C
		304	A (Reverse)
		305	D
	4	401	D-2
		402	A
		403	C
		404	A (Reverse)
		405	D
	5	501	D-2
		502	A
		503	C
		504	A (Reverse)
		505	D
	6	601	D-2
		602	A
		603	C
604		A (Reverse)	
605		D	
7	701	D-2	
	702	A	
	703	C	
	704	A (Reverse)	
	705	D	

<u>Building No.</u>	<u>Floor No.</u>	<u>Apartment No.</u>	<u>Apartment Type</u>
4	8	801	D-2
		802	A
		803	C
		804	A (Reverse)
		805	D
	9	901	D-2
		902	A
		903	C
		904	A (Reverse)
		905	D
	10	1001	D-2
		1002	A
		1003	C
		1004	A (Reverse)
		1005	D
	11	1101	D-2
		1102	A
		1103	C
		1104	A (Reverse)
		1105	D
	12	1201	D-2
		1202	A
		1203	C
		1204	A (Reverse)
		1205	D
	13	1401	D-2
		1402	A
		1403	C
		1404	A (Reverse)
		1405	D
14	1501	D-2	
	1502	A	
	1503	C	
	1504	A (Reverse)	
	1505	D	
5	1	101	DD (Reverse)
		102	AA
		103	CC
		104	AA (Reverse)
		105	D-2 (Reverse)
	2	201	D (Reverse)
		202	A
		203	C
		204	A (Reverse)
		205	D-2 (Reverse)
	3	301	D (Reverse)
		302	A
		303	C
		304	A (Reverse)
		305	D-2 (Reverse)

<u>Building No.</u>	<u>Floor No.</u>	<u>Apartment No.</u>	<u>Apartment Type</u>
5	4	401	D (Reverse)
		402	A
		403	C
		404	A (Reverse)
		405	D-2 (Reverse)
	5	501	D (Reverse)
		502	A
		503	C
		504	A (Reverse)
		505	D-2 (Reverse)
	6	601	D (Reverse)
		602	A
		603	C
604		A (Reverse)	
605		D-2 (Reverse)	
7	701	D (Reverse)	
	702	A	
	703	C	
	704	A (Reverse)	
	705	D-2 (Reverse)	
8	801	D (Reverse)	
	802	A	
	803	C	
	804	A (Reverse)	
	805	D-2 (Reverse)	
9	901	D (Reverse)	
	902	A	
	903	C	
	904	A (Reverse)	
	905	D-2 (Reverse)	
10	1001	D (Reverse)	
	1002	A	
	1003	C	
	1004	A (Reverse)	
	1005	D-2 (Reverse)	
11	1101	D (Reverse)	
	1102	A	
	1103	C	
	1104	A (Reverse)	
	1105	D-2 (Reverse)	
12	1201	D (Reverse)	
	1202	A	
	1203	C	
	1204	A (Reverse)	
	1205	D-2 (Reverse)	
13	1401	D (Reverse)	
	1402	A	
	1403	C	
	1404	A (Reverse)	
	1405	D-2 (Reverse)	

In addition to apartment numbers and building designation, any apartment further identified as "Reverse" is an apartment with the usual layout of rooms reversed.

COMMON ELEMENTS: The common elements will include an estate consisting of all remaining portions of the project, other than the individual apartments, which portions of the project are described and referred to in the Declaration as "Common Elements" and include, but are not limited to:

- a. Said land in fee simple.
- b. The easements described in Exhibit A attached to the Declaration.
- c. All foundations, floor slabs, columns, girders, beams, supports, other structural members, unfinished perimeter and load-bearing walls, roofs and roof deck.
- d. All yards, grounds, landscaping, planters, fences, mail boxes, refuse facilities, swimming pool, picnic areas, putting green, horseshoe pitching area, tennis court, paddle tennis court, children's playground, and the other recreational facilities, guard house, amenities, storage rooms and storage lockers more fully described in paragraph 1.a. above under the topic heading "DESCRIPTION".
- e. All ducts, sewer lines, electrical equipment, gas tanks, pipes, wiring and other central and appurtenant transmission facilities, installations which serve more than one apartment for services such as power, light, water, gas, refuse, telephone and radio and television signal distribution.
- f. The stairwells, elevators, vestibules, lobby restrooms and lobby areas for common use.
- g. All driveways, ramps, car wash area, parking areas, loading areas and walkways.
- h. The manager's apartment/office located on the Lobby Floor of Building No. 3 and the manager's parking stall located in Parking Area E.
- i. On street parking stalls numbered 1 to 32, inclusive, which shall be guest parking stalls for the project.
- j. Any and all other apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance or safety, and normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, designated as "limited common elements", are set aside and reserved for the exclusive use of certain apartments as follows:

a. Not less than one automobile parking space shall always be appurtenant to and reserved for the exclusive use of each of the apartments as designated in Exhibit C to the Declaration. As provided in paragraph O of the Declaration, Developer and the Owner have reserved the right to amend said Exhibit C to designate which apartments the following parking stalls are to be appurtenant to:

A-18	E-1	E-7	E-13	E-52
A-19	E-2	E-8	E-14	E-53
A-20	E-3	E-9	E-15	E-54
A-21	E-4	E-10	E-16	E-55
D-56	E-5	E-11	E-17	F-23
D-57	E-6	E-12	E-18	

As long as at all times there shall be at least one parking stall appurtenant to each and every apartment as a limited common element, the exclusive easement for the use of any parking stall may be transferred to and made appurtenant to another apartment by a written instrument setting forth such transfer and expressly identifying the apartment to which each parking stall was appurtenant prior to the transfer as well as the apartment to which the parking stall shall be appurtenant following the transfer, which written instrument shall be denominated as an amendment to the Declaration and shall be duly recorded in the Bureau. For this limited purpose only, and notwithstanding any other provision regarding amendments contained in the Declaration, the apartment owners of those particular apartments involved in such transfer of the parking stall, acting together, may amend the Declaration with the joinder of the Fee Owner but no joinder shall be required of any other apartment owner. Such an exchange shall in no way alter the common interest appurtenant to each apartment. If Chapter 514, Hawaii Revised Statutes, as amended, requires the joinder of all apartment owners in addition to those directly affected in order to validate the Amendment of Declaration for the limited purpose of transferring such easements, such joinder shall be accomplished by power of attorney from each of the owners not affected to the affected owners, the acceptance of ownership of an apartment subject to the Declaration will be a grant of such power and the grant, being coupled with an interest, is irrevocable. The Amendment of the Declaration shall be effective upon recording of the same in the Bureau. A copy of said Amendment of Declaration shall be given to both the Fee Owner and the Association by the affected owners within fifteen (15) days of the recording thereof.

b. One storage locker shall always be appurtenant to and for the exclusive use of each of the apartments as designated on said Exhibit C. The exclusive easement for the use of any storage locker may be transferred to and made appurtenant to another apartment by written instrument in the same manner as set forth for parking stalls in subparagraph a above. All maintenance costs of said storage locker shall be borne solely by the owner of the apartment to which it is appurtenant.

c. All other common elements of the project which are rationally related to less than all of said apartments or buildings shall be limited to the use of such apartments or buildings.

INTEREST TO BE CONVEYED PURCHASER: Each unit according to its type shall have appurtenant thereto an undivided interest called the "Common Interest" set forth above under subparagraph 3 of the topical heading "DESCRIPTION". Said common interest shall be the common interest of each apartment in the common elements for all purposes, including voting.

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, and that the apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than thirty (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 apartment subject to all provisions of the Declaration.

OWNERSHIP TO TITLE: The title to the land is vested in the Trustees of the Estate of Bernice Pauahi Bishop. Central Oahu Land Corporation, a Hawaii corporation, and Lear Siegler Properties, Inc., a Delaware corporation authorized to do business in Hawaii, which corporations are associated in a joint venture known as Central-Trousdale, are the holders of Bishop Estate Lease No. 22,860, recorded in the Bureau of Conveyances, State of Hawaii, in Liber 9577, Page 543. Kaonohi Ridge Partners, a joint venture registered as a Hawaii general partnership, consisting of Amfac Financial Corp., a Hawaii corporation, and 1521 Corp., a Hawaii corporation, is the holder of Bishop Estate Lease No. 22,860-A, recorded in said Bureau in Liber 9635, Page 43 as amended by the Amendment of Lease recorded in Liber 10854, Page 146.

ENCUMBRANCES AGAINST TITLE: The Developer has filed with the Commission a Title Report prepared by Title Guaranty of Hawaii, Inc., dated September 4, 1975. This report lists the following encumbrances:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. Easement "C" (10' wide) for sewer purposes, as shown on File Plan No. 1127.

3. Grant in favor of the City and County of Honolulu dated May 19, 1970, recorded in Liber 7431, Page 305; granting perpetual easement for sewer purposes across Easement "C". As amended by instrument dated January 13, 1975, recorded in Liber 10611, Page 392.

4. Easement "D" for road access purposes, as shown on File Plan No. 1127.

5. Grant in favor of the City and County of Honolulu and Board of Water Supply dated July 30, 1970, recorded in Liber 7262, Page 237; granting perpetual easement for road access purposes across Easement "D".

6. Easement "M" for drainage purposes, as shown on File Plan No. 1127.

7. Grant in favor of the City and County of Honolulu dated May 15, 1970, recorded in Liber 7431, Page 341; granting perpetual easement for drainage purposes under and across Easement "M".

8. Terms, agreements, reservations, covenants, conditions and provisions contained in Lease No. 22,860-A, as amended.

9. Mortgage:

Mortgagor: Amfac Financial Corp., a Hawaii corporation, and 1521 Corp., a Hawaii corporation, as a joint venture under the name of Kaonohi Ridge Partners.

Mortgagee: Amfac Financial Corp., a Hawaii corporation.

Dated: August 17, 1973.

Recorded: Liber 9425, Page 190.

Amount: \$11,700,000.00

By instrument dated December 6, 1973, recorded in Liber 9635, Page 70, Amfac Financial Corp. (Mortgagee) does hereby release and quitclaim unto Amfac Financial Corp. and 1521 Corp., as a joint venture under the name of Kaonohi Ridge Partners (Mortgagor), all of its right, title and interest by it acquired under said above mortgage in and to that certain unrecorded development agreement dated August 29, 1960, and said Mortgagee does hereby assign and transfer unto said Mortgagee, all of its right, title and interest in and to that certain lease recorded in Liber 9635, Page 43, as security to said above mortgage.

10. Additional charge mortgage to the Mortgage set forth as Encumbrance No. 9.

Mortgagor: Amfac Financial Corp., a Hawaii corporation, and 1521 Corp., a Hawaii corporation, as a joint venture under the name of Kaonohi Ridge Partners.

Mortgagee: Amfac Financial Corp., a Hawaii corporation.

Dated: May 14, 1973.
Recorded: Liber 9902, Page 148.
Amount: \$666,000.00

By assignment of leases, sales agreements and escrow deposits, dated May 15, 1974, recorded in Liber 9920, Page 53, Amfac Financial Corp. and 1521 Corp., as a joint venture under the name of Kaonohi Ridge Partners, assign to Amfac Financial Corp., all right, title and interest in and to any leases, sales agreements and escrow deposits whether now or hereafter executed covering a portion of the premises under search, as additional security to said mortgage recorded in Liber 9425, Page 190 and to said above additional charge mortgage.

11. Covenants, conditions and restrictions and other provisions set forth in Declaration of Horizontal Property Regime dated August 11, 1975 recorded in the Bureau of Conveyances in Liber 10854, Page 172 and by 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. 429.)

The Developer has indicated that the mortgages, above set forth as Encumbrances No. 9 and No. 10 will be released and discharged of record as to each condominium unit prior to its being transferred to a condominium purchaser. The Developer has also indicated that an additional encumbrance granting easement W-1, shown in the Amendment to Lease 22,860-A, will be granted to the Board of Water Supply.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated September 27, 1974, between Title Guaranty Escrow Services, Inc. as Escrow Agent and Developer, has been filed with the Commission. On examination the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Section 514-15(6), and Sections 514-35 through 514-40, Hawaii Revised Statutes.

The specimen Sales Contract provides that if by July 1, 1976, less than one hundred fifty (150) apartments in the project have been sold, or if the Seller is prevented by law from proceeding with construction of the project as contemplated, or if the project is delayed for a period of more than sixty (60) consecutive days by war or other national emergency, general strike, industry-wide strike or lockout in the City and County of Honolulu, island-wide shortage of materials necessary for the project or any other cause beyond the control of Seller, Seller, at its option, may cancel the contract upon written notice to Purchaser, in which event all sums paid by Purchaser shall be refunded, without interest, to Purchaser, less charges for Escrow's and any mortgagee's cancellation fee and all other costs which have been incurred in connection with Escrow, mortgage processing, closing or legal documentation and the contract shall be deemed to have been cancelled and both parties released from all obligations and liability resulting thereunder.

NOTE: Prospective purchasers should be aware that:

1. The Developer's mortgage loan (interim, renewals and extensions) 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 lien under the sales contract or reservation agreement in favor of the mortgage loan.

2. The common operating expense budget for the project prepared by the Managing Agent assumes a 75% occupancy factor during the first year for utilities and similar common expenses. When 100% occupancy is reached the monthly common operating expenses are expected to increase by 10% to 15% due to increased occupancy and in addition to any other increases which may be caused by inflation or other factors.

3. The Seller reserves the right to sell or lease any unsold apartments free from any restrictions under the Declaration and By-laws.

4. The Purchaser acknowledges that construction activity may continue on the site, which may result in noise, dust or other annoyances. In addition, the Seller's sales activities including the use of model units and signs will continue until the last unit is sold.

It is incumbent upon the purchaser and the prospective purchaser to read with care the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of apartments are placed in trust, as well as the retention and disbursement of said trust fund. The Sales Contract establishes the grounds for the retention of the sale proceeds.

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 overall affairs 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 fifty percent (50%) of all 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. The Developer has entered into a two (2) year contract with Hawaiiana Management Company as the initial managing agent.

HOUSE RULES: The purchasers or prospective purchasers are advised to read with care the House Rules for the project which provide among other things the kind and number of household pets permitted on the project and the procedure to be followed in having household pets on the project.

STATUS OF PROJECT: On June 22, 1973, Developer entered into a Construction Contract with The Hawaii Corporation, dba Pacific Construction Co., Ltd. to construct the project. The Developer advises that construction commenced on December 20, 1973 and that it is estimated that construction will be completed by November 1975.

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 Building Loan Agreement for \$12,366,000, 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 October 2, 1974 and supplemental information submitted as of September 11, 1975.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 726 filed with the Commission on October 2, 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.


(for) DOUGLAS R. SODEVANI, 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. 726

September 19, 1975