

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**

KULANUI
2726 Waiaka Road
Honolulu, Hawaii

REGISTRATION NO. 743

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: January 13, 1975

Expires: February 13, 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 JANUARY 3, 1975, AND INFORMATION SUBSEQUENTLY FILED AS OF JANUARY 10, 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. KULANUI is a proposed leasehold condominium project consisting of one 27-story building (including the ground and roof levels), containing a total of 180 apartment units. There are a total of 180 parking stalls located on the first three levels of the building, of which 137 are full-size stalls and 43 are compact stalls.

2. The Developer of the Project has submitted to the Commission for examination all the documents deemed necessary for the registration of the condominium project and issuance of this final public report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners) were executed on December 19, 1974, and recorded in the Bureau of Conveyances at Honolulu, State of Hawaii in Liber 10345 at page 84. A copy of the floor plans has been filed as Condominium Map No. 393 in said Bureau of Conveyances.

4. Advertising or promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes and the condominium rules and regulations which relate to the Horizontal Property Regimes.

6. This Final Public Report automatically expires thirteen (13) months after the date of issuance, January 13, 1975, unless a Supplementary Public Report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: KULANUI

LOCATION: The 30,309 square feet of property committed to the regime as a leasehold condominium project is located at 2726 Waiaka Road, Honolulu, City and County of Honolulu, State of Hawaii.

TAX KEY: FIRST DIVISION 2-7-17-4

ZONING: A-4

DEVELOPER: The Moiliili Venture, a registered Hawaii joint venture, whose address is 700 Bishop Street, 16th Floor, Honolulu, Hawaii. The joint venturers are as follows:

A. Hui House, Incorporated, a Hawaii corporation, whose principal place of business and mailing address is 801 Alakea Street, Honolulu, Hawaii 96813. The officers of the corporation are:

Wallace E. Sanger, President
Joseph L. Wucher, Vice-President
Cornelio S. Gorospe, Secretary
Richard E. Mar, Treasurer

B. Amfac Financial Corp., a Hawaii corporation, whose principal place of business and mailing address is 700 Bishop Street, 16th Floor, Honolulu, Hawaii 96813. The officers of the corporation are:

Howard H. Hamamoto, President
David J. Porteus, Executive Vice-President
Barbara Gittins, Secretary
John H. Sato, Controller and Treasurer

ATTORNEY REPRESENTING DEVELOPER: TORKILDSON, KATZ & CONAHAN, Attorneys at Law, A Law Corporation (attention: Wallace Klein), Suite 1512, Amfac Building, 700 Bishop Street, Honolulu, Hawaii 96813. Telephone: 521-1051.

DESCRIPTION: The Declaration of Horizontal Property Regime states that the Project is to consist of 180 apartment units and 180 parking stalls in one building covering a ground area of 22,540 square feet, to be constructed in accordance with plans and specifications recorded in the Bureau of Conveyances as Condominium Map No. 393. The 27-story building, including ground and roof levels, is constructed primarily of reinforced concrete columns, floor and roof slabs, and shear walls. Non-load-bearing interior walls are of gypsum board on metal studs. The building exterior is finished with metal lath and plaster on metal studs. There is a landscaped entryway and a covered lanai located on the ground floor of the building. A laundry room is located on the second floor of the building. There is an open recreational lanai and a swimming pool located on the third floor and open recreational lanais located on the fourth floor of the building. There are two elevators serving the Project.

DIVISION OF THE PROJECT: The Project creates a separate freehold estate in each of the 180 apartment units of the Project, each such freehold estate consisting of the space within the center planes of those perimeter walls of each apartment which are located between two apartments, the planes coinciding with the exterior undecorated or unfinished surface of those perimeter walls of each apartment located between the apartment and a common area or the exterior of the building, the planes coinciding with the outside edge of the concrete slab forming the lanai of such apartment, and the interior undecorated or unfinished surface of the floor and ceiling of each apartment.

DESCRIPTION OF APARTMENTS

TYPE "A" STUDIO APARTMENTS: There are 23 type "A" studio apartments, each containing approximately 492 square feet of total area, including a kitchen, bath and a lanai of approximately 52 square feet. The last two digits of the apartment number for each type "A" apartment are the numbers "01".

TYPE "B" STUDIO APARTMENTS: There are 22 type "B" studio apartments, each containing approximately 462 square feet of total area, including kitchen, bath and a lanai of approximately 52 square feet. The last two digits of the apartment number for each type "B" apartment are the numbers "05".

TYPE "C-1" STUDIO APARTMENTS: There are 22 type "C-1" studio apartments, each containing approximately 454 square feet of total area, including a kitchen, bath and a lanai of approximately 51 square feet. The last two digits of the apartment number for each type "C-1" apartment are the numbers "04".

TYPE "C-2" STUDIO APARTMENTS: There are 23 type "C-2" studio apartments, each containing approximately 468 square feet of total area, including a kitchen, bath and lanai of approximately 51 square feet. The last two digits of the apartment number for each type "C-2" apartment are the numbers "08" with the exception of the type "C-2" apartment located on the fourth floor, which is apartment number "404".

NOTE: Studio apartments do not include washer, dryer or dishwasher.

ONE-BEDROOM APARTMENTS: There are 90 one-bedroom apartments, each containing approximately 619 square feet of total area, including a living-dining area, bedroom, kitchen, bath and lanai of approximately 78 square feet. One-bedroom units are equipped with a washer, dryer and dishwasher. The last two digits of the apartment number for each one-bedroom apartment on the fifth and subsequent floors are the numbers "02", "03", "06" and "07"; the one-bedroom apartments on the fourth floor are numbered "402" and "403".

LANAIS: Lanais belonging to apartments on the fourth through nineteenth floors (floors numbered 4 through 12 and 14 through 20) are fully open on two sides. Lanais on the twentieth floor (floor number 21) are fully open on one side and only partially open on the second side. Lanais on the twenty-first through twenty-sixth (floors numbered 22 through 27) are open on one side only.

The specimen Sales Contract submitted by the Developer states that window screens and sliding screen doors between an apartment and its lanai will be furnished as part of the unit for apartments on floors four through eight only.

NUMBER AND LOCATION OF UNIT: The first one or two digits of each apartment number are the number of the floor on which the apartment is located. There is no floor designated as the thirteenth floor, the floor immediately following the twelfth floor being designated as the fourteenth floor and the floors above such floor being designated as the fifteenth through twenty-seventh floors respectively.

The apartment numbered "01" on each floor is the type "A" studio apartment located on the southeast side of the elevator shaft. Commencing with such apartment, the apartment numbers increase in a clockwise direction. Thus, for floors 5 through 27 the apartment numbered "02" is the one-bedroom apartment to the southeast of the elevator shaft, the apartment numbered "03" is the one-bedroom apartment to the south of the elevator shaft, the apartment numbered "04" is the type "C-1" studio apartment to the southwest of the elevator shaft and so on, all as more fully set forth on the Condominium Map. There are only four apartments on the fourth floor, apartment 401 being the type "A" studio to the southeast of the elevator shaft, apartment 402 being the one-bedroom apartment to the south of the elevator shaft, apartment 403

being the one-bedroom apartment to the north of the elevator shaft, and apartment 404 being the type "C-2" studio to the northeast of the elevator shaft.

Each apartment has one entry and immediate access to a carpeted interior corridor leading to the elevators and stairways. The corridors to which apartments on the fourth floor have access lead to a covered but unenclosed recreational lanai.

LIMITS OF APARTMENTS: The apartments do not include those pipes, wires, conduits or other utility lines within their respective perimeters which are utilized for or serve more than one apartment, and do not include floor or ceiling slabs. The floors and ceilings surrounding each of them or any pipes, wires, conduits or other utility lines running through them which are utilized for or serve more than one apartment are deemed common elements as hereinafter provided. Each apartment shall extend to the center planes of those of its perimeter walls which lie between it and another apartment, to the planes coinciding with the exterior undecorated or unfinished surface of the perimeter walls, located between the apartment and a common area or the exterior of the building, to the planes coinciding with the outside edge of the concrete slab forming its lanai, and to the unfinished or undecorated surface of its floor and ceiling. Each apartment includes the carpeting or other floor covering and any built-in floor, wall or ceiling fixtures. Each apartment includes all walls and partitions within its perimeter, subject, however, to the easements described in section F of the Declaration of Horizontal Property Regime. Any alterations or additions within an apartment or within a limited common element appurtenant to and for the exclusive use of an apartment shall require the written consent thereto and the written approval of the apartment owner's plans therefor by the holders of all liens affecting such apartment (if the lien holders require such consent and approval), the Board of Directors of the Association, all other apartment owners thereby directly affected (as determined by said Board) and the Master Lessor and the Sublessor, and such alterations or additions may be undertaken without any amendment to the Declaration of Horizontal Property Regime or filing of a complete set of floor plans of the Project as so altered.

DESCRIPTION OF PARKING STALLS: There are 180 parking stalls located on the first three levels of the building. The parking area located on the ground level contains 53 full-size parking stalls and 12 compact stalls. On the second floor there is a parking area containing 44 full-size stalls and 13 compact stalls and on the third floor the parking area contains 40 full-size stalls and 18 compact stalls. Parking stalls on the first floor are numbered 101 through 165 inclusive with compact stalls being those numbered 103, 104, 106, 107, 109, 110, 115, 116, 118, 119, 121 and 122. Parking stalls on the second floor are numbered 201 through 257 inclusive with compact stalls being those numbered 220 through and including 223, and 226, 228, 229, 234, 235, 237, 238, 240 and 241. Parking stalls located on the third floor are numbered 301 through 358 inclusive with compact stalls being those numbered 315 through and including 318, and 321, 323, 324, 329, 330, 332, 333, 335, 336, 340, 341 and 351 through 353 inclusive.

Each of the parking stalls located on the various levels will have immediate access to the driveways which lead to the entryway and exits of the parking structure which leads into the public streets.

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

- a) The land in fee simple;
- b) All limited common elements as hereinafter described;
- c) All yards, grounds, landscaping, garden areas, mail-boxes, refuse facilities, recreation decks, swimming pool and pool equipment, lobbies, and similar facilities;
- d) All foundations, floor slabs, columns, beams, girders, supports, roofs, chases, entries, stairways and walkways;
- e) All ducts, sewers, water heaters, electrical equipment, pipes, wires, conduits, and other utility lines and installations which serve more than one apartment with services such as water, power, light, ventilation, telephone, and radio and television signal distribution;
- f) Parking areas and driveways which are rationally for common use by owners of more than one apartment;
- g) Laundry room and associated facilities;
- h) Elevators, elevator shafts, and appurtenant equipment;
- i) Two storage lockers of approximately 64 cubic feet each located next to the elevators on the fourth floor;
- j) Any parking spaces designated as common elements by the Developer pursuant to paragraph D(3)(a) of the Declaration;
- k) Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance, or safety, or normally in common use.

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

- a) The right to the exclusive use of one or more parking spaces shall be appurtenant to certain apartments to be designated by the Developer as hereinafter set forth. The Developer states that several parking spaces will be designated as common elements for the use of all apartment owners as guest parking spaces. The Developer may designate specific apartments as being without parking spaces and allow the purchasers of all other apartments to select

one or more parking spaces to be appurtenant to their apartments on a "first-come, first-served" basis until all parking spaces have been assigned, or the Developer may allow the purchasers of all apartments to select one or more parking spaces to be so appurtenant on a "first-come, first-served" basis until all parking spaces have been assigned. The initial assignments of parking stalls, in accordance with the Contract of Sale entered into between the Developer and apartment purchasers, shall be made by the Developer at the time of the first conveyance of each apartment by the recording in the Bureau of Conveyances of an appropriate amendment to the Declaration. Thereafter, parking stalls may be transferred among apartments by the owners thereof by the recording in the Bureau of Conveyances of an appropriate amendment to the Declaration in accordance with procedures therefor set forth in paragraph G(2) of the Declaration.

NOTE: The Developer has advised the Commission that it intends to sell no more than two parking stalls per apartment.

b) One storage locker of approximately 32 cubic feet shall be appurtenant to each apartment. Each storage locker is located next to the elevators on the same floor as 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 shall be limited to the use of such apartments.

INTEREST TO BE CONVEYED TO PURCHASER: There will be conveyed to the purchaser a freehold estate in fee simple in the apartment purchased, together with an undivided percentage interest, as tenant in common with all other apartment owners, in and to the common elements of the project (exclusive of the land). Simultaneously, there will be subleased to the purchaser, as tenant in common with all of the other apartment owners, an undivided leasehold interest in the land on which the project is located equal to the percentage of interest in the common elements appurtenant to the apartment.

The specimen Apartment Deed and Ground Sublease specifies that the sublease will be for a period commencing from its effective date and terminating at midnight, the 28th day of February, 2040.

The Declaration of Horizontal Property Regime reflects that the interest conveyed shall include an undivided interest in the common elements of the project (other than land), together with nonexclusive easements in such common elements for use according to their respective purposes, in the following proportions:

Each type "A" studio apartment will have a .5014% interest;
Each type "B" studio apartment will have a .4726% interest;
Each type "C-1" studio apartment will have a .4641% interest;
Each type "C-2" studio apartment will have a .4778% interest;
Each one-bedroom apartment will have a .6319% interest.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration of Horizontal Property Regime specifies that the apartments are to be used only as private dwellings by the respective owners thereof, their families, tenants, domestic servants and social guests, and for no other purpose. The owners of the respective apartments

shall have the absolute right to rent or lease their apartments for residential purposes subject to the provisions of the Declaration, the By-Laws of the Association of Apartment Owners and any House Rules adopted by the Association, all as may be amended from time to time.

OWNERSHIP OF TITLE: Kualoa Land Corp., a Hawaii corporation, is the fee owner of the subject property and entered into a lease dated February 28, 1973, with Hui House, Incorporated, a Hawaii corporation, said lease being recorded in the Bureau of Conveyances at Honolulu, State of Hawaii, in Liber 9002 at page 1. On the 11th day of March, 1974, Hui House, Incorporated assigned its interest in said lease to The Moiliili Venture, a registered Hawaii joint venture, by assignment of lease recorded in said Bureau of Conveyances in Liber 9781 at page 510. Thereafter, on the 19th day of December, 1974, Kualoa Land Corp., as Lessor, and The Moiliili Venture, as Lessee, entered into an amendment of lease, which was recorded in the said Bureau of Conveyances in Liber 10345 at page 79.

A copy of the Preliminary Title Report issued as of August 26, 1974, and updated to December 30, 1974, by Long and Melone Ltd., indicates that the fee simple title to the land is vested as aforesaid.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report updated to December 30, 1974, by Long and Melone, Ltd. notes that there are the following encumbrances against the property:

1. Real property taxes for the second half of the fiscal year July 1, 1974 to June 30, 1975 and subsequent years, not yet due and payable.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. The terms and provisions of that certain lease dated February 28, 1973, from Kualoa Land Corp. to Hui House, Incorporated, said lease being recorded in the Bureau of Conveyances at Honolulu, Hawaii in Liber 9002 at page 1, which lease was thereafter assigned to The Moiliili Venture, a registered Hawaii joint venture, by instrument dated March 11, 1974, and recorded in said Bureau of Conveyances in Liber 9781 at page 510, and which lease was thereafter amended by instrument dated December 19, 1974, and recorded in said Bureau of Conveyances in Liber 10345 at page 79.
4. The terms and provisions of that certain mortgage dated July 27, 1973, and recorded in the Bureau of Conveyances at Honolulu, Hawaii in Liber 9349 at page 133, made by Hui House, Incorporated, a Hawaii corporation, as Mortgagor, to THC Financial Corp., a Hawaii corporation, as Mortgagee, to secure the repayment of \$100,000.00, all according to the terms of that certain promissory note of said mortgagors secured thereby.
5. The terms and provisions of that certain mortgage dated March 11, 1974 and recorded in the Bureau of Conveyances at Honolulu, Hawaii in Liber 9781 at page 521, made by the Moiliili Venture, a registered Hawaii joint venture, as Mortgagor, to Amfac

Financial Corporation, a Hawaii corporation, as Mortgagee, to secure the repayment of \$5,250,000.00, all according to the terms of that certain promissory note of said mortgagors secured thereby.

6. Subordination Agreement made by THC Financial Corp., dated March 13, 1974 and recorded in said Bureau of Conveyances in Liber 9781 at page 530, whereby the lien of the mortgage described in paragraph 4 above was subordinated to the lien of the mortgage described in paragraph 5 above.

7. Financing Statement made by The Moiliili Venture, a registered Hawaii joint venture, as Debtor, in favor of Amfac Financial Corp., as Secured Party, recorded in said Bureau of Conveyances in Liber 9781 at page 532, and covering, among other types of collateral, all furnishings, fixtures and furniture owned, acquired or used in the operation of the improvements on the property.

8. Covenants, conditions, restrictions, easements, reservations, and all other provisions set forth in the Declaration of Horizontal Property Regime dated December 19, 1974, recorded in the Bureau of Conveyances at Honolulu, Hawaii in Liber 10345 at page 84, and by the By-Laws attached thereto as the same are or may hereafter be amended in accordance with law.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated December 19, 1974 identifies Long and Melone Escrow, Ltd., as Escrow. On examination, the Condominium Deposit Receipt and Sales Contract and executed Escrow Agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Sections 514-535 through 514-540, Hawaii Revised Statutes.

The Sales Contract provides that Seller may cancel the same for any of the following reasons:

(a) Seller is prevented by law from completing construction of the Project substantially in accordance with the plans and specifications as the same shall exist upon the execution of the Sales Contract;

(b) Construction of the Project is delayed for more than sixty (60) consecutive days by any cause beyond Seller's control;

(c) Buyer's credit or financial capability becomes unsatisfactory to Seller, or financing otherwise becomes unavailable to Buyer;

(d) Buyer breaches any term, covenant or condition of the Sales Contract; or

(e) Less than seventy percent (70%) of the apartments in the Project are sold by the date of occupancy.

In the event Seller shall elect to cancel the Sales Contract because of Buyer's breach thereof, Seller may, at Seller's option, retain as liquidated damages all sums theretofore paid by Buyer under said Sales Contract, or in the event said sums are insufficient to cover the damages sustained by Seller as a result of Buyer's breach, Seller may retain all such sums, not as liquidated damages, but as a partial recovery of such damages as Seller believes

it has suffered, and Seller may thereupon pursue any other remedy provided by law or in equity and shall be entitled to recover from Buyer all costs, including reasonable attorney's fees incurred by Seller as a result of the default.

The Sales Contract further provides that the Buyer agrees that all the rights of Buyer under said contract are and shall be subordinate to the lien of any mortgage made prior or subsequent to the execution of the Sales Contract made to finance the acquisition of Seller's leasehold interest and the cost of construction and other costs during construction, including but not limited to the mortgage to Amfac Financial Corp. securing the repayment of the interim loan and to any and all advances made thereon and to any and all sums which may become a lien pursuant to the terms of any such mortgage or any other agreement relating to the acquisition of the leasehold and the construction of the Project, including all costs necessary for said construction.

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

HOUSE RULES: The House Rules provide that no animals or pets will be allowed to be kept by the owners or their tenants.

MANAGEMENT AND OPERATIONS: The Developer has reserved the right to secure the initial management agent and has entered into a management contract on behalf of the Association of Apartment Owners with First Hawaiian Bank, as reflected in the Declaration. The Developer has also reserved the right to enter into contracts for the supply and maintenance of laundry equipment, trash compaction and removal, elevator maintenance, swimming pool maintenance and the like, and has in fact entered into several such contracts.

STATUS OF PROJECT: The Developer advises the Real Estate Commission that the construction of the project commenced on April 1, 1974 and is scheduled for completion on April 1, 1975.

* * * * *

The purchaser or prospective purchaser shall be cognizant of the fact that this public report represents information disclosed by the Developer in the required Notice of Intention submitted on January 3, 1975.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 743 filed with the Commission on January 3, 1975.

This report, when reproduced shall be a true copy of the Commissioner's Public Report. The paper stock must be white in color.



(For) Douglas B. Sodetani, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Department of Taxation
Bureau of Conveyances
Planning Department, City & County of Honolulu
Federal Housing Administration
Escrow Agent

January 13, 1975

Registration No. 743