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

HALAWA GRAND
Kalaloa Street
Honolulu, Hawaii

REGISTRATION NO. 748

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: February 11, 1975

Expires: March 11, 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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JANUARY 23, 1975, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF FEBRUARY 7, 1975. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514, HAWAII REVISED STATUTES.

1. HALAWA GRAND is a proposed leasehold condominium project consisting of one apartment building containing an entry level and nine (9) floors containing seven (7) apartment units per floor for a total of sixty-three (63) apartment units together with other improvements. There are sixty-three (63) parking spaces designated on the condominium file plan by the number corresponding to the number of each apartment which are limited common elements appurtenant to and for the exclusive use of each such apartment. There are twelve (12) parking spaces designated on said plan as parking spaces 102A through 102L which shall be limited common elements initially appurtenant to apartment 102 and which may be subsequently transferred to and become limited common elements appurtenant to other apartments. Four (4) parking spaces are designated on said plans as visitor's parking and are common elements appurtenant to all apartments.

2. The Developer has filed all documents and exhibits deemed necessary by the Commission for the registration of this proposed condominium project and the issuance of this Final Public Report prior to the completion of construction.

3. No promotional and advertising materials have been submitted pursuant to the rules and regulations promulgated by the Commission.

4. 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 Regimes.

5. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners, and a copy of the approved Floor Plans hereinafter the "Plans") have been filed in the office of the Recording Officer.

6. This Final Public Report automatically expires thirteen (13) months after the date of issuance, February 11, 1975, unless a Supplementary Public Report issues or the Commission, upon review of the registration issues and order extending the effective period of this Report. The Declaration of Horizontal Property Regime, executed January 15, 1975, with By-laws attached, was recorded in the Bureau of Conveyances of the State of Hawaii in Book 10385, Page 180. The approved Floor Plans have been designated Condominium Map No. 398.

NAME OF PROJECT: HALAWA GRAND

LOCATION: The project is located in Halawa, District of Ewa, City and County of Honolulu, State of Hawaii, on two adjoining lots designated as Lots 2 and 4 containing a total of approximately 82,565 square feet. The apartment building itself is to be built entirely on Lot 2 which contains an area of approximately 29, 145 square feet. Lot 4 adjoins Lot 2 and contains an area of approximately 53,420 square feet.

TAX KEY: Lot 2: 1st Div. 9-9-3-65; Lot 4: 1st Div. 9-9-64-25

ZONING: Lot 2 contains an area of approximately 29, 145 square feet and is zoned A-3 (medium density apartment). Lot 4 contains an area of approximately 53,420 square feet and is zoned R-6 (residential). A conditional use permit in favor of Lot 2 has been issued by the City and County of Honolulu for construction of parking facilities on a portion of Lot 4.

DEVELOPER: The Developer is Riverside Development Corp., a Hawaii corporation, with its principal place of business and post office address at Suite 1702, 190 South King Street, Honolulu, Hawaii. Telephone: 524-0040.

The officers of the corporation are as follows:

Clifford P. S. Shin	President
John B. Gwaltney	Vice President
Norman Lacayo	Secretary-Treasurer

ATTORNEYS REPRESENTING DEVELOPER: MATTOCH, KEMPER & BROWN (Edward C. Kemper, III), 841 Bishop Street, Suite 1401, Honolulu, Hawaii 96813. Telephone: 523-2451.

DESCRIPTION OF PROJECT: The Declaration of Horizontal Property Regime and Plans submitted by the Developer indicate that the Developer proposes to construct a leasehold condominium project consisting of an entry level and a nine (9) story reinforced concrete building. There will be sixty-three (63) freehold estates designated in the space within the perimeter walls of each of the sixty-three (63) apartment units contained in the building, which spaces referred to herein as "Apartments," are designated on said plans and described as follows:

1. There are to be seven (7) apartments on each of the first through the ninth floors, located as follows:

Apartment Number	Floor
101 to 107 inclusive	First
201 to 207 inclusive	Second
301 to 307 inclusive	Third
401 to 407 inclusive	Fourth
501 to 507 inclusive	Fifth
601 to 607 inclusive	Sixth
701 to 707 inclusive	Seventh
801 to 807 inclusive	Eighth
901 to 907 inclusive	Ninth

The apartments are to be constructed according to two (2) different floor plans, designated Type A and Type B respectively. A description of each of the said floor plans, designating the layout and number of rooms and approximate area is described as follows:

a. Type A. Apartments 101, 107, 201, 207, 301, 307, 401, 407, 501, 507, 601, 607, 701, 707, 801, 807, 901, 907, are each built according to Floor Plan A, consisting of four (4) rooms, including one bedroom, one bathroom, a combined living-dining-sleeping area, a kitchen and a balcony and each contains a floor area of approximately 595 square feet, measured to the interior surface of the perimeter walls, including the lanai area of approximately 43 square feet. A common interest of 1.87% will be appurtenant to each of said apartments.

b. Type B. Apartments 102 to 106 inclusive, 202 to 206 inclusive, 302 to 306 inclusive, 402 to 406 inclusive, 502 to 506 inclusive, 602 to 606 inclusive, 702 to 706 in-

clusive, 802 to 806 inclusive, 902 to 906 inclusive, are built according to Floor Plan B, consisting of three (3) rooms including one bathroom, a combined living-dining-sleeping area and a kitchen. Each contains a floor area of approximately 469 square feet, measured to the interior surface of the perimeter walls. A common interest of 1.47% shall be appurtenant to each of said apartments other than apartment 102. A common interest of 1.66% will be appurtenant to apartment 102.

c. All apartments on the uppermost (ninth) floor have a high ceiling and a clerestory window.

d. Each apartment has access to the entrances of the apartment building including a walkway which leads to two elevators located near the south end of the building and two stairways, one near the north end of the building and one near the south end of the building. Each apartment also has immediate access to a balcony passage on the floor on which it is located leading to the elevators and stairways.

e. The respective apartments will not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls (whether load bearing or non-load bearing) or interior load bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits, trash chutes and other utility or service lines running through such apartment which are utilized 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, and the inner decorated or finished surfaces of all walls, floors and ceilings, doors, and door frames, windows and window frames, the adjacent balcony air spaces, if any, and all fixtures originally installed in the apartment.

COMMON ELEMENTS: The Declaration states that the common elements for the project include all remaining portions of the project, including specifically but not limited to:

1. Said land in fee simple;

2. All foundations, columns, beams, supports, load bearing walls, roofs, chases, entry halls, lobbies, stairs, walkways, entrances and exits of said building;

3. All yards, grounds, landscaping, recreation and refuse areas, including the trash room located on the entry level, the equipment room located at the south end of the building, the switch room adjacent to such equipment room, the transformervault room located between the switch room and the elevators and the pump and equipment room located on the entry level adjacent to and on the north side of the trash room;

4. The swimming pool;

5. All driveways and parking areas;

6. All pipes, cables, conduits, ducts, electrical equipment, trash chutes, if any, wiring and other central and pertinent transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any;

7. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

8. The automatic electric passenger elevators with elevator housings and appurtenant equipment;

9. Four (4) visitors parking spaces so designated on the plans.

LIMITED COMMON ELEMENTS: The Declaration states that certain common elements shall be limited common elements and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such Limited Common Elements as follows:

1. One (1) or more parking spaces which are designated on said Condominium File Plan by the number corresponding to each apartment, shall be appurtenant to and for the exclusive use of such apartment. Twelve (12) parking spaces are designated on said Plan as parking spaces 102A through 102L which shall be initially appurtenant to apartment 102 and may be subsequently transferred to and become limited common elements appurtenant to other apartments.

2. The balcony passage adjoining an apartment or apartments shall be appurtenant to and for the exclusive use of such apartment or apartments which it adjoins; and

3. The elevator lobby and trash chute room on each apartment floor above the entry level shall be appurtenant to and for the exclusive use of the apartments on such floor.

COMMON INTEREST TO BE CONVEYED TO PURCHASER: The Declaration states that each apartment shall have appurtenant thereto an undivided percentage interest in all the common elements of the project, (referred to as the "Common Interest"), and the same proportionate share in all common profits and expenses of the project and for all other purposes, including rating. The various percentages have been set forth previously in sub-paragraphs 1.a. and 1.b. under the topical heading "DESCRIPTION OF PROJECT". The purchaser will receive an apartment lease executed by the Trustees of the Estate of Bernice Pauahi Bishop and by Central Hawaiian, a joint venture consisting of Central Oahu Land Corporation and Lone Star Hawaii, Inc. as lessors demising an apartment together with its aforementioned share of the common interest.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The Declaration provides that all apartments shall at all times be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and guests and for no other purpose. The apartments shall not be rented for transient or hotel purposes which is defined as rental for any period less than 30 days or any rental in which the occupants of the apartment are provided customary hotel services. Except for the prohibition against use of the apartments for transient or hotel purposes, the owners of the respective apartments shall have the absolute right to lease or rent their apartment subject to all provisions of the Declaration and By-laws.

OWNERSHIP OF LAND AND ENCUMBRANCES AGAINST TITLE: Information contained in the Notice of Intention, and a Preliminary Report issued by Long & Melone, Ltd., dated January 27, 1975, shows that the fee simple title to the land of the project is vested in the Trustees of the Estate of Bernice Pauahi Bishop, subject to the following encumbrances against the land:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.

2. Real property taxes that may be due and owing and a lien on the land.

3. The terms and conditions of that certain master lease dated January 29, 1973 for a term of twenty-seven (27) years commencing April 1, 1972. The master lease has been executed by the Trustees of the Estate of Bernice Pauahi Bishop as Lessors and by Central Oahu Land Corporation and Lone Star Hawaii, Inc. (formerly Hawaiian Pacific Industries, Inc.) both Hawaii corporations associated in a joint venture known as Central Hawaiian as Lessees. The master lease is recorded in the Bureau of Conveyances of the State of Hawaii in Book 8903, Page 213.

4. The terms and conditions of that certain master/construction sublease dated April 26, 1974 for a term of fifty-six and one half (56 1/2) years commencing April 1, 1974. The master construction sublease has been executed by Central Oahu Land Corporation and Lone Star Hawaii, Inc., both Hawaii corporations associated in a joint venture known as Central Hawaiian as Tenants and sublessors for the remainder of the term of the aforesaid master lease; by the Trustee of the Estate of Bernice Pauahi Bishop as Owners and Lessors upon the expiration of the balance of the term of the aforesaid master lease, and by the Developer as Lessee. The lease/sublease is recorded in the Bureau of Conveyances of the State of Hawaii in Book 9865, Page 291. Said lease/sublease is subject to the following:

   (a) Leasehold Mortgage, Security Agreement and Financing Statement dated May 7, 1974 recorded in the Bureau of Conveyances of the State of Hawaii in Book 9921, Page 414 in favor of KASSLER & CO., all in accordance with and to secure that certain promissory note.

   (b) Loan Agreement between Developer as borrower and KASSLER & CO. as lender dated May 7, 1974 recorded in the Bureau of Conveyances of the State of Hawaii in Book 9921, Page 442.

(c) Undated Financing Statement between Developer as debtor and KASSLER & CO. as secured party recorded in the Bureau of Conveyances of the State of Hawaii in Book 9921, Page 410.

5. The following easements as shown on the map attached to the aforesaid lease/sublease to Developer:

   (a) Easement A-2 (15 feet wide) for access purposes over and across Lot 4.

   (b) Easement C-6 (10 feet wide) for storm drain purposes over and across Lot 4.

   (c) Easement D-5 (10 feet wide) for storm drain purposes over and across Lot 4.

6. Easement dated July 15, 1965 in favor of the City and County of Honolulu to construct a drainage structure as part of a drainage system over and across said Easement D-5 recorded in the Bureau of Conveyances of the State of Hawaii in Book 5429, Page 411.

7. Easement dated December 9, 1963 in favor of the City and County of Honolulu to construct a public underground sanitary sewer through under and across Sanitary Sewer Easement "S" as described in said grant of easement recorded in the Bureau of Conveyances of the State of Hawaii in Book 5099, Page 216.

8. Declaration of Horizontal Property Regime Halawa Grand dated January 15, 1975, recorded on January 15, 1975, in the Bureau of Conveyances in Book 10385, Page 180 and the By-Laws attached thereto. Condominium Map No. 398, filed in the Bureau of Conveyances of the State of Hawaii.

9. Undated Financing Statement between Developer as debtor and Sears, Roebuck and Co., as secured party recorded in the Bureau of Conveyances of the State of Hawaii in Book 10255, Page 560.

RELOCATION OF DRAINAGE EASEMENT: Information furnished by the Developer discloses that Easement C-6 (10 feet wide) for storm drain purposes over and across Lot 4 as shown on the maps which are attached to the Master Construction Sublease and to the Declaration of Horizontal Property Regime as a part of the property descriptions is to be redesignated as Easement D-1 and relocated in order to reflect the location of the underground drainage system to be installed on Lot 4.

PURCHASE MONEY HANDLING: A copy of the specimen Sales Contract and a copy of the executed Escrow Agreement dated April 30, 1974, between Crown Escrow, as "Escrow," and Riverside Development Corp., as "Seller" have been submitted

to the Commission. On examination, the executed Escrow Agreement, as well as the specimen Sales Contract are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Sections 514-36 through 514-40 thereof.

The Sales Contract provides that if less than 32 apartments are sold prior to July 31, 1975, Seller may at its option cancel such contract, in which event Seller will cause Escrow to refund to Buyer all monies paid without interest and Seller shall be relieved and released of all further liability.

The Sales Contract further provides that the Buyer will be required to prepay apartment lease rent for six months and to pay a non-refundable fee to establish a reserve equal to two months maintenance fees.

The Sales Contract also provides that the Sales Contract may be cancelled by the lender of the interim (construction) financing in the event the Developer is in default of its obligations to the interim lender.

The Escrow Agreement provides that the purchaser will be entitled to a refund of his funds if (a) the Developer requests such refund in writing, (b) after issuance of the Final Public Report if there is a change in the building plans requiring approval of the government official having jurisdiction over the issuance of building permits, (c) the Final Public Report differs in any material respect from the Preliminary Public Report, (if any), or (d) the Final Public Report is not issued within one year from the date of issuance of the Preliminary Public Report (if any). All refunds are to be made without interest and after deduction of an escrow fee of $25 if cancellation and refund occur prior to the purchaser obtaining a loan commitment and a fee of $50 if cancellation and refund occur after such loan commitment has been obtained.

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 residential apartments are placed in trust, as well as the retention and disbursement of said trust funds. The specimen Sales Contract specifically provides that the purchaser approves the executed Escrow Agreement and assumes the benefits and obligations therein provided.

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 initial managing agent for the project has been designated as Bishop Trust Company, Limited, a Hawaii corporation with its principal office in Honolulu, Hawaii.

STATUS OF PROJECT: Construction of the project began on April 15, 1974. Construction is estimated to be completed by March 1, 1975. The Developer has submitted copies of the executed construction contract between Developer and Dynamic Industries Corporation together with a copy of the performance bond.

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 January 23, 1975, and additional information subsequently filed as of February 7, 1975.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 748 filed with the Commission on January 23, 1975.

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 in color.

(for) DOUGLAS R. SODETANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

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Registration No. 748

February 11, 1975