

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

LILILANI
236 Liliuokalani Avenue
Honolulu, Hawaii

REGISTRATION NO. 784

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: July 8, 1975
Expires: August 8, 1976

SPECIAL ATTENTION

A comprehensive reading of this 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 JUNE 12, 1975, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF JULY 3, 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. Liliilani is a proposed leasehold condominium project consisting of thirty-five (35) residential apartments and one (1) commercial unit, arranged throughout a nine-story building. There will be a total of 17 parking stalls appurtenant to the Commercial Unit.
2. The Developer of the Project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium project and the issuance of this Final Public Report.
3. The Commission has determined that the basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners, and a copy of approved Floor Plans) have been filed in the office of the Assistant Registrar of the Land Court of the State of Hawaii.

The Declaration of Horizontal Property Regime, dated June 12, 1975, and the By-Laws attached thereto has been filed in said Office as Document No. 723983, together with the Condominium Map which has been designated as Condominium Map No. 255.

4. No advertising and promotional matter has been filed pursuant to the rules and regulations of the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the Rules and Regulations promulgated thereunder which relate to Horizontal Property Regimes.
6. This Final Public Report automatically expires thirteen (13) months after date of issuance, July 8, 1975, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.
7. This Final Public Report is made a part of the registration on the LILILANI condominium project. The Developer is responsible for placing a true copy of 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 prospective purchaser.

NAME OF PROJECT: LILILANI

LOCATION: The 9,894 square feet of land to be committed to the regime is situated at 236 Liliuokalani Avenue, Honolulu, Hawaii.

TAX KEY: First Division, 2-6-24-32

ZONING: H-2

DEVELOPER: LILILANI ASSOCIATES, a registered Hawaii joint venture whose principal place of business and post office address is Suite 693 Alexander Young Building, Honolulu, Hawaii. The members of said joint venture are as follows:

CMP Corp.
Suite 693
Alexander Young Building
Honolulu, Hawaii

Lililani Corp.
Suite 500
Alexander Young Building
Honolulu, Hawaii

ATTORNEY REPRESENTING DEVELOPER: Wooddell, Mukai & Ichiki (Attention: Richard G. MacMillan), Suite 500, Alexander Young Building, Honolulu, Hawaii. Telephone: 531-6277.

DESCRIPTION:

1. Description of Building. The filed Declaration of Horizontal Property Regime reflects that the Project consists of thirty-six (36) condominium units (herein collectively called "apartments") consisting of thirty-five (35) residential units (herein called "residential apartments") and one (1) commercial unit (herein called the "Commercial Unit") arranged throughout a nine-story building which is constructed principally of reinforced concrete, hollow-tile, aluminum, gypsum board, glass and allied building materials.

The first floor of the building contains an elevator lobby, mailboxes, a manager's office, the Commercial Unit, three (3) residential apartments, electrical and elevator rooms, and a laundry area. Each of the second through the ninth floors, inclusive, contains four (4) apartments, an exterior access corridor and an elevator foyer.

2. Description of Apartments. Thirty-six (36) freehold estates are designated in the spaces within the perimeter walls, floors and ceilings of each of the thirty-six (36) apartments of the Project. Each residential apartment contains three (3) rooms, consisting specifically of a living room/kitchen, bedroom and bathroom. The area of each apartment, measured from the middle of party walls and from the outside of exterior walls, is 409 square feet and each unit also contains a 54 square foot lanai. The Commercial Unit consists of unimproved loft space and two (2) bathrooms and contains an area of approximately 754 square feet.

Each residential apartment is identified by a three-digit number, the first digit of which designates the floor of the building on which the apartment is located. The last two digits of each apartment number indicates the apartment's location on its floor, with the lowest-numbered apartments (apartments having numbers ending in "01") being situate on the Diamond Head end of the building and the highest-numbered

apartments (apartments having numbers ending in "04", or "03" in the case of the apartments situate on the first floor) being situate on the Ewa end of the building.

3. Access. Each apartment has immediate access to its entries and to the walkways, corridors, elevator and stairways leading to the ground floor and the parking and recreational areas of the Project. The Project is serviced by one elevator and two stairways.

4. Limits of Apartments. The respective apartments 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 unit or any pipes, wires, conduits or other utility lines running through such apartment unit which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall also include all of the walls and partitions which are not load-bearing within its perimeter walls, any glass windows or panels along its perimeter, the inner decorated or finished surfaces of all walls, floors and ceilings, its lanai (except in the case of the Commercial Unit) and any fixtures and appliances originally installed therein. The existing lavatory and bathroom facilities contained within the Commercial Unit shall be deemed a part of such unit.

COMMON ELEMENTS: The Declaration identifies the following as common elements: (a) all land in fee simple; (b) all foundations, columns, girders, beams, floor slabs, supports, unfinished perimeter and load-bearing walls (except for the inner decorated surface within each unit), roofs, stairways, walkways, entrances and exits of said buildings; (c) all yards, walls, grounds, fencing, landscaping, refuse facilities, the swimming pool and its filtration equipment and other recreational facilities and appurtenances; (d) all driveways and parking areas; (e) the lobby, manager's office, and mailboxes and laundry area (excepting the washers and dryers contained therein); (f) all ducts, sewer lines, electrical and telephone equipment, elevator and elevator housing and machinery, pipes, wiring and other central and appurtenant installations, including power, light, water, sewer and telephone; and (g) 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, and normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, 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 exterior access corridor on each of the second through ninth floors, inclusive, shall be for exclusive use of

the apartments on the floor served thereby; and

(b) All of the seventeen (17) parking stalls of the Project shall initially be appurtenant to the Commercial Unit which will be retained by Developer; provided, however, that Developer intends to offer such parking stalls for sale to apartment purchasers upon terms and conditions to be established by Developer. The apartment lease which will be issued to each apartment owner purchasing a parking stall shall designate the parking stall(s) appurtenant to his apartment, and Developer and owner reserve the right to amend this Declaration to reflect the parking stall assignments. Each parking stall shall always be appurtenant to an apartment but otherwise any parking stall easement may be conveyed and made appurtenant to another apartment by a written instrument expressly identifying the apartment to which the parking stall is appurtenant as well as the apartment to which the parking stall will become appurtenant, which written instrument shall be denominated as an amendment of the Declaration and of the lease of each apartment affected, shall be executed by the owner of each apartment affected and shall contain the consent of the owner, and also the consent of the mortgagee of each apartment affected. The conveyance, Amendment of Declaration and amendment of the respective apartment leases shall be effective upon filing of the same in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

COMMON INTEREST: Each residential apartment shall have appurtenant thereto a 2.73 percentage (2.73%) interest, and the Commercial Unit shall have appurtenant thereto a 4.45 percentage (4.45%) interest, in all common elements of the Project (herein called the "common interest"), and the same proportionate share in all common profits and expenses of the Project and for all other purposes including voting.

ALTERATION OF COMMERCIAL UNIT: The owner of the Commercial Unit shall have the right at any time and from time to time, at its sole cost and expense and without the consent or joinder of the residential owners or any other person or group, to install, maintain, remove, and rearrange partitions and other structures from time to time within such Commercial Unit, and may paint, paper, panel, plaster, tile, finish, and do such other work on the interior surfaces of the ceilings, floors and walls within such Commercial Unit and may finish, alter or substitute any plumbing, electrical or other fixtures attached to said ceilings, floors and walls as shall be appropriate for the utilization of such unit; provided that such plumbing and electrical alterations and/or substitutions shall not adversely affect the plumbing and electrical systems of the Project.

RESTRICTIONS AS TO USE: The Declaration provides that the residential apartments shall be occupied and used only for residential and/or hotel purposes and the Commercial Unit may be used for any lawful commercial purpose.

OWNERSHIP OF TITLE: Developer has filed with the Commission a Lien Letter Report, dated April 22, 1975, issued by Title Guaranty of Hawaii, Inc., which reflects that fee title to the land is vested in Yoshikawa Investment Company, Ltd., 234 Liliuokalani Avenue, Honolulu, Hawaii.

ENCUMBRANCES AGAINST TITLE: The Lien Letter Report reflects that the land is subject to the following reservations, easements, liens, encumbrances, etc.:

- (1) TAXES, first installment paid; second installment delinquent after May 20, 1975.
- (2) An easement for the maintenance of water, sewer and gas mains in their present locations upon the land herein described, as mentioned in Transfer Certificate of Title No. 92,623.
- (3) Mortgage in favor of Real Estate Finance Corporation, dated March 9, 1966, and filed as Document No. 387083, which mortgage was amended by addendum, dated November 14, 1966, and filed as Document No. 404454, and further amended by addendum, dated December 5, 1966, and filed as Document No. 405506. Said mortgage as amended was assigned to Provident Mutual Life Insurance Company, a Pennsylvania corporation, by instrument dated November 14, 1966, and filed as Document No. 404455, which assignment was corrected by instrument dated December 5, 1966, and filed as Document No. 405505 to change the Assignee's name to Provident Mutual Life Insurance Company of Philadelphia, a Pennsylvania corporation.

PURCHASE MONEY HANDLING: An executed Escrow Agreement for Liliilani, dated June 2, 1975, identifies First Hawaiian Bank as the escrow agent. Upon examination of the Escrow Agreement, it is found to be in consonance with Chapter 514, Hawaii Revised Statutes, and particularly Section 514-35 through Section 514-40.

Among other provisions, the Escrow Agreement provides that a purchaser shall be entitled to a refund on his funds, without interest, if purchaser requests in writing refund of his funds and any one of the following has occurred:

- (a) Developer has requested Escrow in writing to return to purchaser the funds of purchaser then being held by Escrow; or
- (b) Developer has notified Escrow of Developer's exercise of the option to rescind the sales contract pursuant to any right of rescission stated therein or otherwise available to Developer; or
- (c) There is any change in the Project subsequent to the execution of the Sales Contract requiring approval of a county officer having jurisdiction over the issuance of building permits, unless the purchaser has given written approval of the specific change; or

(d) The Final Report differs in any material respect from any Supplementary Public Report unless the purchaser has given written approval or acceptance of the changes in the said Supplementary Public Report.

Purchasers or prospective purchasers should be cognizant that the Deposit Receipt and Sales Contract provides, among other things, that: 1) the Developer may cancel such contract, at its option, and refund to buyers all monies paid without interest, in the event that less than twenty-five (25) apartments are sold prior to December 31, 1975; 2) the Developer and fee owner have agreed to the issuance of leases directly from said fee owner to purchasers, but in the event there are insufficient sales for the Developer to pay off the fee owner at the time of closing, a master lease will issue to the Developer but will eventually be cancelled as and when each apartment sale is consummated; and 3) the apartments are not in new condition, and sales are "as is" without warranties of any kind.

It is incumbent upon purchasers and prospective purchasers that they read with care the Deposit, Receipt and Sales Contract and the Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of apartments and all sums from any source are to be placed in trust, as well as the retention and disbursement of said trust funds.

MANAGEMENT AND OPERATION: The By-Laws of the Association of Apartment Owners of Liliilani provide that the Board of Directors of Liliilani shall employ a responsible Hawaii corporation as Managing Agent to manage and control the project subject at all times to direction of the Board with all administrative functions at such compensation as the Board may establish. The initial Managing Agent has not yet been selected; however, the Developer has submitted a specimen agreement to the Commission and reserves the right to designate a Managing Agent at any time prior to the first conveyance of an apartment by lease. The term of such agreement shall not exceed one year.

STATUS OF PROJECT: Information furnished to the Commission indicates that the Project is an existing apartment-hotel which was completed in 1966.

NOTE: The building is a nonconforming structure as defined under Section 21-110, Revised Ordinances. The term nonconforming structure is defined as "any structure which was previously lawful but which does not comply with bulk, yard, setback or height regulations of the district in which it is located, either on the effective date of Chapter 21, Revised Ordinances, or as a result of any subsequent amendment thereto."

FINANCING: The Developer has advised the Commission that it has obtained a commitment for take-out financing from State Savings & Loan Association.

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 June 12, 1975, and additional information subsequently filed as of July 3, 1975.

This is a FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT and is made a part of REGISTRATION NO. 784 filed with the Commission on June 12, 1975. The 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. 784
July 8, 1975