

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**

KIHEI HOLIDAY
Kihei Road
Kihei, Maui, Hawaii

REGISTRATION NO. 883

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: November 5, 1976
Expires: December 5, 1977

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED ON OCTOBER 21, 1976. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514, HAWAII REVISED STATUTES, AS AMENDED.

1. KIHEI HOLIDAY is a leasehold condominium project consisting of eleven (11) buildings, without basements. There are a total of forty-eight (48) residential apartments and sixty (60) unassigned parking spaces.

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

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners and a copy of the approved Floor Plans) have been recorded in the Bureau of Conveyances of the State of Hawaii.

The Declaration of Horizontal Property Regime executed September 17, 1976, with By-Laws attached was recorded in the Bureau of Conveyances of the State of Hawaii in Liber 11726, Page 311.

The approved Floor Plans showing the layout, location, apartment numbers, etc., have been filed in the Bureau of Conveyances of the State of Hawaii and have been designated Condominium File Plan No. 474.

4. No advertising or promotional matter has been filed 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 the Horizontal Property Act, Chapter 514 of the Hawaii Revised Statutes and the Condominium Rules and Regulations which relate to Horizontal Property Regime.

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

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

NAME OF PROJECT: KIHEI HOLIDAY.

LOCATION: The 1.93 acres of land committed to the regime is located on Kihei Road, Kihei, Maui, Hawaii.

TAX MAP KEY: Second Division: 3-9-1-44.

ZONING: H-I and H-M.

DEVELOPER: The Shores of Maui, Inc., a Hawaii corporation, 1026 South King Street, Honolulu, Hawaii 96814, Telephone: 536-7321; Officers: Walter Luckau, President/Treasurer, 309-C Lalo Place, Kahului, Maui, Hawaii 96753, and Jo Paul Rognstad, Vice President/Secretary, 1026 South King Street, Honolulu, Hawaii 96814.

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

DESCRIPTION: The said Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a leasehold project consisting of eleven (11) buildings, without basements, containing a total of forty-eight (48) residential apartments, and sixty (60) parking stalls, none of which are assigned to specific apartments.

The principal materials used in the construction of the buildings are wood and masonry. There are a total of eleven (11) residential buildings in the project. Building Nos. 1, 2, 3, 4, 9, 10 and 11 are two (2) story buildings, and Building Nos. 5, 6, 7 and 8 are three (3) story buildings.

Apartment No. 101 is located on the first floor of Building No. 1.

Apartment Nos. 102 and 103 are located on the first floor of Building No. 2.

Apartment Nos. 104 and 105 are located on the first floor of Building No. 3.

Apartment Nos. 106 and 107 are located on the first floor of Building No. 4.

Apartment Nos. 108 and 109 are located on the first floor of Building No. 5.

Apartment Nos. 110 and 111 are located on the first floor of Building No. 6.

Apartment Nos. 112 and 113 are located on the first floor of Building No. 7.

Apartment Nos. 114 and 115 are located on the first floor of Building No. 8.

Apartment Nos. 116 and 117 are located on the first floor of Building No. 9.

Apartment Nos. 118 and 119 are located on the first floor of Building No. 10.

Apartment No. 120 is located on the first floor of Building No. 11.

Apartment No. 201 is located on the second floor of Building No. 1.

Apartment Nos. 202 and 203 are located on the second floor of Building No. 2.

Apartment Nos. 204 and 205 are located on the second floor of Building No. 3.

Apartment Nos. 206 and 207 are located on the second floor of Building No. 4.

Apartment Nos. 208 and 209 are located on the second floor of Building No. 5.

Apartment Nos. 210 and 211 are located on the second floor of Building No. 6.

Apartment Nos. 212 and 213 are located on the second floor of Building No. 7.

Apartment Nos. 214 and 215 are located on the second floor of Building No. 8.

Apartment Nos. 216 and 217 are located on the second floor of Building No. 9.

Apartment Nos. 218 and 219 are located on the second floor of Building No. 10.

Apartment No. 220 is located on the second floor of Building No. 11.

Apartment Nos. 308 and 309 are located on the third floor of Building No. 5.

Apartment Nos. 310 and 311 are located on the third floor of Building No. 6.

Apartment Nos. 312 and 313 are located on the third floor of Building No. 7.

Apartment Nos. 314 and 315 are located on the third floor of Building No. 8.

All apartments are built according to one basic floor plan or a mirror image thereof, consisting of five (5) rooms, including two (2) bedrooms, a bathroom, a kitchen, a living-dining room and a lanai. Each apartment contains a floor area of approximately 970 square feet, including the lanai of approximately 90 square feet.

Note: In accordance with local practice, the approximate gross floor area of each apartment as set forth above includes all of the walls and partitions within its perimeter walls, and the interior half of its perimeter walls, whether load-bearing or non-load bearing.

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

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floor and ceiling surrounding each apartment, or any pipes, wires, conduits, or other utility or service lines running through such apartments which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load bearing within its perimeter or party walls, the inner decorated or finished surfaces of all walls, floors and ceilings, doors and door frames, windows and window frames, the lanai air space, and all fixtures originally installed therein.

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

1. The land in fee simple;
2. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, walkways, entrances and exits of said buildings;
3. All yards, grounds and landscaping;
4. All parking areas;
5. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant 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;
6. Recreation area and swimming pool;
7. East and West Buildings adjacent to said Recreation area and swimming pool; and
8. 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.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are designated and set aside for the exclusive use of certain apartments and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows: the stairways leading to the grounds of the project shall be appurtenant to and for the exclusive use of the apartments served by them.

INTEREST TO BE CONVEYED TO PURCHASERS: Documents filed with the Real Estate Commission indicate that the purchaser will secure an Apartment Lease, demising an apartment and an undivided 1/48th fractional interest (an undivided 2.0833+ percentage interest) in the common elements of the project. This same percentage interest for each apartment shall be used in determining each purchaser's proportionate share of all common profits and expenses of the project and shall be used for all other purposes including determining the proportionate representation for voting purposes in the Association of Apartment Owners of the project.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that except when a first mortgagee has entered into possession of an apartment following (i) a default under a mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, the apartments shall be occupied and used as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests; the apartments may also be rented for transient or hotel purposes, and such other purposes as are permitted from time to time by the Board of Directors, provided such other purposes are permissible under then applicable state and county laws, ordinances and regulations. The owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration and the By-Laws attached thereto; provided, however, that no apartment owner may lease less than the entire apartment.

OWNERSHIP OF TITLE: A Preliminary Report, dated October 14, 1976, issued by Security Title Corporation, certifies that the fee simple title to the land is vested in Norman Quigley and Joyce Lee Quigley, husband and wife, P. O. Box MM, Stateline, Nevada, and that said fee owners have leased said land under lease dated October 15, 1975, recorded as aforesaid in Liber 11123, Page 208; the lessee's interest has been assigned to Developer through mesne assignments, by assignment dated October 30, 1975, recorded as aforesaid in Liber 11123, Page 241. The said fee owners will issue individual apartment leases to the purchasers.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report issued by Security Title Corporation, and other documents, as submitted to the Commission provide that the following are encumbrances against the title to the property:

1. For any taxes that may be due and owing and a lien on the land, reference is hereby made to the Office of the Tax Assessor of the Second Division, Island of Maui, Hawaii.

2. Mortgage dated July 7, 1976, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 11521, Page 141, made by SHORES OF MAUI, INC., a Hawaii corporation, as Mortgagor, to PACIFIC SAVINGS AND LOAN ASSOCIATION, a Hawaii corporation, as Mortgagee.

3. Condominium File Plan No. 474 filed in said Bureau of Conveyances on October 8, 1976.

4. The covenants, agreements, obligations, conditions and other provisions as set forth in that certain Declaration of Horizontal Property Regime dated September 17, 1976 recorded as aforesaid in Liber 11726, Page 311, and the By-Laws attached thereto, to which reference is hereby made.

5. That certain indenture of lease dated October 15, 1975, recorded as aforesaid in Liber 11123, Page 208.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated July 2, 1976, between Security Title Corporation, as Escrow, and Developer has been filed with the Commission. On examination, the executed Escrow Agreement filed with the Commission is found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Sections 514-36 through 514-40, H.R.S.

The specimen sales agreement contains, among others, the following provisions:

"Seller warrants to Buyer that all materials and equipment incorporated into said Apartment will be new, and that construction of the said Apartment will be of good quality and free from faults and defects, and that any construction found not to conform to these standards within 330 days after the 'Date of Substantial Completion', as defined in the General Conditions to the Construction Contract covering the Project dated May 10, 1976, between Seller and J S & W Construction Co., Inc. will be corrected by Seller, provided, however that written notice thereof shall be given to Seller by Buyer within said 330 day period. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE APARTMENT FOR A PARTICULAR PURPOSE."

"In the event less than 35 apartments are sold prior to December 31, 1976, Seller may at its option cancel this Agreement, in which event Seller will cause Escrow to refund all monies paid by Buyer, without interest, and less Escrow's cancellation fee and Seller shall be relieved and released of all further liability hereunder."

"Buyer hereby agrees that until Seller has closed out the sale of all the apartments in the condominium project or until December 31, 1977, whichever shall first occur, that Buyer will not enter into an agreement with any purchaser, lessee or owner of another apartment in the condominium project and/or any third party under which Buyer agrees to share expenses and/or rentals of apartments in the condominium project."

Further, the specimen sales agreement provides that the purchaser should be aware that the seller'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 the purchaser intentionally waive and subordinate the priority of any lien under the sales agreement in favor of the mortgage loan.

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

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible managing agent. The Developer has selected as initial managing agent: Pacific Islands Management, Ltd., 309-C Lalo Place, Kahului, Maui, Hawaii.

NOTE: Developer advises that no representation or references will be made to either purchasers or prospective purchasers concerning rental of the apartment, income from the apartment or any other economic benefit to be derived from the rental of the apartment, including but not limited to, any reference or representation to the effect that Developer or the Managing Agent of the project will provide, directly or indirectly, any services relating to the rental or sale of the apartment. Rental of the apartments and the provision of management services in connection therewith is and shall be the sole responsibility of the purchaser.

STATUS OF PROJECT: The Developer advises that construction of the project began on May 15, 1976 and the estimated date of completion is April 30, 1977.

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 21, 1976.

This is a FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION NO. 883 filed with the Commission on October 21, 1976. 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.

Ah Kau Young

AH KAU YOUNG, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING COMMISSION, COUNTY OF MAUI
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 883
November 5, 1976