

# 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

PUUALII, PHASE I, INCREMENT 6  
Heeia, Koolaupoko, City and County of Honolulu  
State of Hawaii

REGISTRATION NO. 907

### **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 20, 1978  
Expires: October 20, 1979

#### SPECIAL ATTENTION

A comprehensive reading of this report 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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED APRIL 22, 1977 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF AUGUST 28, 1978. THE DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. Since the issuance of the Commission's Preliminary Public Report on PUUALII, PHASE I, INCREMENT 6 condominium apartment project, Registration No. 907, dated May 23, 1977, which Report was extended by letter from the Commission dated June 20, 1978, the Developer has prepared, assembled and forwarded additional information.

2. The Developer of the project has submitted to the Commission for examination all documents necessary for the registration of a 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 and a copy of the approved Floor Plans) have been filed with the Assistant Registrar of the Land Court of the State of Hawaii. The Declaration is filed as Document No. 894277. The Floor Plans are filed as Land Court Condominium Map No. 337.
4. This Final Public Report (white paper stock) is made a part of the registration on the PUUALII, PHASE I, INCREMENT 6 condominium project, a copy of which the Developer is required to provide all purchasers or prospective purchasers of apartments along with the Preliminary Public Report (yellow paper stock). Securing a signed copy of the receipt for the two public reports from each purchaser and prospective purchaser is also the responsibility of the Developer.
5. Advertising and promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
6. This Final Public Report automatically expires thirteen (13) months after date of issuance, September 20, 1978, unless a Supplementary Public Report is issued or the Commission, upon review of the registration, issues an order extending the effective period of this report.
7. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A of the Hawaii Revised Statutes and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.

The information under the topical headings DEVELOPER, DESCRIPTION, PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE, ENCUMBRANCES AGAINST TITLE, MERGER OF INCREMENTS, RESTRICTIVE COVENANTS, PURCHASE MONEY HANDLING, MANAGEMENT AND OPERATIONS, and STATUS OF PROJECT, have been changed. A new topical heading PROGRAM OF FINANCING has been added. Information under all other headings in the Preliminary Public Report of May 23, 1977 remain unchanged.

DEVELOPER: The Developer has advised the Commission that the current officers for SWIRE-McCORMACK LTD. are as follows:

JOHN DANIEL SPINK - President  
 F. ALAN FOSLER - Vice President  
 JOHN LOGAN - Secretary/Treasurer

DESCRIPTION: Due to substantial changes, the information contained under this topical heading in the Preliminary Public Report dated May 23, 1977 is amended in its entirety as follows:

The said Declaration of Horizontal Property Regime reflects that the Project is to consist of eleven (11) apartments arranged throughout one (1) building situate on 0.885 acre of land. Each apartment shall consist of the space measured horizontally by the distances between the interior surfaces of the perimeter walls of each apartment, and measured vertically by the distance between

the topside surface of the floor and the underside surface of the ceiling. 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 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 as common elements. Each apartment shall include the adjacent lanai(s) shown on the Condominium Map. Each apartment shall be deemed to 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.

The principal materials of which the apartment buildings shall be constructed are wood with concrete footings.

There are a total of 1 one-story apartment containing three bedrooms, two baths, a kitchen, a living-dining area and a lanai; 2 one-story apartments containing two bedrooms, two baths, a kitchen, a living-dining area and a lanai; 3 two-story apartments containing two bedrooms, two baths, a kitchen, a living-dining area and a lanai; 4 two-story apartments containing three bedrooms, two baths, a kitchen, a living-dining area and a lanai; and 1 two and one-half story apartment containing three bedrooms, a family room, two baths, a kitchen, a living-dining area and two lanais. The type of units consists of the following:

- a. Type H1 each consists of two (2) bedrooms, two (2) baths, a kitchen, a living-dining area and a lanai.
- b. Type H1E consists of two (2) bedrooms, two (2) baths, a kitchen, a living-dining area and a lanai.
- c. Type H2 consists of three (3) bedrooms, two (2) baths, a kitchen, a living-dining area and a lanai.
- d. Type H2SE consists of three (3) bedrooms, two (2) baths, a kitchen, a living-dining area and a lanai.
- e. Type H3 each consists of three (3) bedrooms, two (2) baths, a kitchen, a living-dining area and a lanai.
- f. Type H4 consists of three (3) bedrooms, two (2) baths, a kitchen, a living-dining area and a lanai.
- g. Type H5E consists of two (2) bedrooms, two (2) baths, a kitchen, a living-dining area and a lanai.
- h. Type H5SE consists of two (2) bedrooms, two (2) baths, a kitchen, a living-dining area and a lanai.
- i. Type A consists of three (3) bedrooms, a family room, two (2) baths, a kitchen, a living-dining area and two (2) lanais.
- j. Type H6 consists of a combination of Apartment 821 (Unit Type "H5E") and Apartment 822 (Unit Type "H3") pursuant to Paragraph N of said Declaration. Upon such combination of apartments and unit types, Unit Type H6 shall consist of three (3) bedrooms,

a family room, three (3) baths, a kitchen, a living-dining area and two (2) lanais.

Each apartment has immediate access to its entries, and to the corridors and stairways, if any, appurtenant to each apartment, and by walkways connecting the building to the roads and parking areas of the Project.

Each apartment has two (2) parking spaces assigned to it. There shall be a total of twenty-five (25) parking stalls including three (3) guests parking stalls.

The Apartment Number, the Parking Space Numbers, the Unit Type, the Number of Rooms, the Number of Floors, the approximate Living Area of each apartment (in square feet), the approximate area of Garage(s) or Carport (in square feet), the approximate area of each Lanai (in square feet), the approximate Total Area of each apartment and its appurtenant lanai and garage(s) or carport (in square feet), and the Percent of Common Interest of each apartment in the common elements are as follows:

<u>Apt.** No.</u>	<u>Parking Space Nos.</u>	<u>Unit Type</u>	<u>No. of Rms.</u>	<u>No. of Flrs.</u>	<u>Sq. Ft. Living Area</u>	<u>Sq. Ft. Garage (G)/ Carport (C)</u>	<u>Sq. Ft. Lanai</u>	<u>Total Square Feet</u>	<u>% of Common Interest</u>
821	128 & 129*	H5E	6	1	977	200(G)	84	1,261	7.8879
822	126* & 134	H3	7	2	1,277	200(G)	84	1,561	10.3100
823	127* & 135	H4	7	1	964	200(G)	84	1,248	7.7830
824	141* & 142*	H3	7	2	1,277	0	84	1,361	10.3100
825	138 & 139	A	8	2 1/2	1,422	400(G)	84	1,906	11.4808
826	145* & 146*	H5SE	6	1	936	0	84	1,020	7.5569
811	130 & 131*	H1E	6	2	983	200(G)	84	1,267	7.9364
812	132 & 133*	H1	6	2	974	200(G)	84	1,258	7.8637
813	136 & 137*	H1	6	2	974	200(G)	84	1,258	7.8637
814	143* & 144*	H2	7	2	1,327	0	84	1,411	10.7137
816	140* & 147*	H2SE	7	2	1,275	0	84	1,359	10.2939

NOTE: \* represents open parking stall  
(G) represents garage.  
(C) represents carport.

\*\* Apartment Nos. 821 through 826 inclusive and 811 through 816 inclusive are located at 46-044 Puulena Street.

Pursuant to Paragraph N of the said Declaration, Apartment Nos. 821 and 822 may be combined and upon such alteration shall consist of one apartment with the floor plan of Unit Type "H6". The alternate floor plan of Unit Type "H6" shall consist of the following:

<u>Apt.** No.</u>	<u>Parking Space Nos.</u>	<u>Unit Type</u>	<u>No. of Rms.</u>	<u>No. of Flrs.</u>	<u>Sq. Ft. Living Area</u>	<u>Sq. Ft. Garage (G)/ Carport (C)</u>	<u>Sq. Ft. Lanai</u>	<u>Total Square Feet</u>	<u>% of Common Interest</u>
821	128, 129*, 126* & 134	H6	10	2	2,254	400(G)	168	2,822	18.1979

NOTE: Paragraph N of the said Declaration provides that the owners of Apartment Nos. 821 and 822 shall have the right at their sole cost and expense to alter and realter, as hereinafter set forth, the floor plans and the common interests of their respective apartments solely by amending the respective Condominium

Apartment Leases and by amending said Declaration, such amendments to be executed solely by the respective apartment owners of such apartments, T. F. McCormack ("McCormack") and the Trustees of Bernice P. Bishop Estate ("Bishop Estate"); provided that such amendments shall be effective only upon the filing of the same in the Office of the Assistant Registrar of the Land Court of the State of Hawaii. The respective apartment owners involved shall upon written demand promptly pay to McCormack and the Bishop Estate all costs and expenses incurred or paid by McCormack and the Bishop Estate in connection with such amendments and conversion. Such amendments shall set forth the new unit type of and the new common interest appurtenant to each apartment involved. Such amendments shall also include, if necessary, the consent thereto of the holder of any recorded mortgage of the said apartments. Such alteration of the floor plans of such apartments shall be subject to the prior approval of the appropriate agencies of the State of Hawaii and the City and County of Honolulu and shall be in accordance with the alternate floor plans of such unit types contained in said Condominium Map of the Project. The floor plans and common interests of the following apartments may, pursuant to the provisions of the Declaration, be altered as follows:

a. Prior to the closing of the sale of Apartments 821 and 822 from the Developer to the purchasers of such apartments, the Developer may alter the floor plans of Apartment No. 821 (Unit Type "H5E") and Apartment No. 822 (Unit Type "H3") such that after such alteration the said apartments shall consist of one apartment with a floor plan of Unit Type "H6". The aforesaid conversion right of the Developer as to Apartments 821 and 822 shall be deemed waived and cancelled if the Developer has not converted such apartments prior to the closing of the sale of said apartments by the Developer to its purchaser. Upon the alteration of the floor plans of Unit Type "H5E" and Unit Type "H3" respectively as aforesaid, the common interest of such altered apartment (Unit Type "H6") shall be 18.1979%, as set forth in Exhibit "B1" attached to the said Declaration.

b. At any time subsequent to the alteration of the floor plans of Apartment Nos. 821 and 822 (Unit Types "H5E" and "H3", respectively) in accordance with the preceding paragraph a, the apartment owner or owners of Apartment Nos. 821 and 822 (Unit Type "H6") may realter the floor plan of such apartment (Unit Type "H6"), such that after such realteration the apartment shall consist of two apartments which consist of Apartment No. 821 of the Unit Type "H5E" and Apartment No. 822 of the Unit Type "H3". Upon such realteration of the floor plan of Unit Type "H6", the common interests of such realtered apartments of Unit Types "H5E" and "H3" shall be 7.8879% and 10.3100%, respectively, as set forth in Exhibit "B1" attached to the said Declaration. The realteration of the floor plans and common interests of such apartments as provided in this paragraph shall bar any and all subsequent alteration of the floor plans and common interests of such apartments pursuant to the provisions of paragraphs a or b.

Before commencing or permitting construction on any such alteration or realteration of said apartments, the respective apartment owners involved shall obtain and deposit with the Bishop Estate and McCormack a bond or certificate thereof, naming the Bishop Estate and McCormack as obligees, in a penal sum of not less than one hundred percent (100%) of the cost of such construction and

with a corporate surety authorized to do business in Hawaii, guaranteeing performance of such construction free and clear of all mechanics' and materialmen's liens and all claims in lieu of mechanics' and materialmen's liens arising under Section 514A-16 of the Hawaii Revised Statutes.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The following also supersedes in entirety the information contained under this heading in the Preliminary Public Report:

The Declaration provides that except as provided in Paragraph O therein, the apartments are intended to be used only as residential apartments. Pursuant to said Paragraph O of the Declaration, the Developer and its agents have the right to do the following:

1. To maintain development facilities and conduct sales of apartments and other residential lots on Association Property as defined in the Declaration of Covenants, Conditions and Restrictions for PuuAlii at the Project until February 28, 1982. Such right shall include, but not limited to, maintaining model apartments, operating a sales and construction offices, conducting advertising, placing signs, using parking spaces and erecting lighting in connection with such sales; provided, however, that the Developer shall use only apartments which it owns and the common elements or limited common elements appurtenant thereto for such sales office, construction office and model apartments; provided, further, that in exercising such right, the Developer shall not interfere with the rights of any apartment owner to the use of, or access to, his apartment or any of the common elements or limited common elements appurtenant thereto.
2. To make alterations or modifications within Apartments 821 and 822 and the limited common elements appurtenant thereto for the purposes described in Subparagraph 1 hereinabove; provided, however, that prior to the closing of the sale of said Apartments 821 and 822 the Developer shall have the duty and obligation to restore said apartments in accordance with the Condominium Map of the Project and to amend the Declaration by filing the "as built" verified statement as required by Section 514A-12 of the Hawaii Revised Statutes, as amended; provided further that all such alterations and modifications shall not involve any alterations to load-bearing walls or structural elements other than their finished surfaces.
3. To enter upon the land and the Project and carry on such construction and demolition activities as may be reasonably necessary in connection with such alterations, modifications and restorations, including, but not limited to, parking and storage of construction equipment and materials, provided that the Developer shall not interfere with the rights of any apartment owner to the use of, or access to, his apartment or any of the common elements or limited common elements appurtenant thereto.

The parking stalls shall be used only for the purpose of parking passenger automobiles.

NOTE: The Developer has advised the Commission that it is presently using Apartments 821 and 822 as a sales pavillion, Apartments 811 and 822 as development and construction offices, and Apartments 823 and 813 as model apartments. The said uses of said apartments may continue until February 28, 1982. Pursuant to Paragraph O of

the Declaration, the Developer has made alterations and modifications within Apartments 821 and 822 and the limited common elements appurtenant therefor in order to use it as a sales pavillion. More specifically, a portion of the nonload-bearing party wall between these two apartments has been removed and the kitchens and some of the bathrooms in these two apartments have not been installed. These alterations also involve the addition or removal of certain fixtures and partitions within both apartments. However, prior to the closing of the sale of said two apartments, the Developer shall restore said apartments in accordance with the Condominium Map of the Project.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report dated May 8, 1978 and the Supplemental Report dated August 24, 1978 issued by Security Title Corporation identify that the title to the land is encumbered as follows:

1. Declaration of Protective Provisions for Alii Shores Yacht Club dated June 1, 1973, filed in said Office of the Assistant Registrar as Document No. 639983; and as further amended by instrument dated March 13, 1978, filed in said Office of the Assistant Registrar as Document No. 869731.
2. The terms and provisions of that certain Bishop Estate Lease No. 24,620 dated June 7, 1976, filed in said Office of the Assistant Registrar as Document No. 768125, made by and between TRUSTEES OF THE ESTATE OF BERNICE PAUahi BISHOP, as Lessors, and THOMAS FRANCIS McCORMACK, husband of Hilda Frances McCormack, as Lessee, for a term commencing from the first day of January, 1976; as amended by instrument dated June 3, 1977, filed in said Office of the Assistant Registrar as Document No. 838309; and as further amended by instrument dated March 6, 1978, filed in said Office of the Assistant Registrar as Document No. 872979.
3. The terms and provisions of that certain Bishop Estate Lease No. 24,620-A dated June 7, 1976, filed in said Office of the Assistant Registrar as Document No. 768126, made by and between TRUSTEES OF THE ESTATE OF BERNICE PAUahi BISHOP, "Owners", and THOMAS FRANCIS McCORMACK, husband of Hilda Frances McCormack, "Tenant", holder of the Master Lease dated June 7, 1976, filed in said Office of the Assistant Registrar as Document No. 768125, as Lessors, and SWIRE-McCORMACK LTD., a Hawaii corporation, as Lessee, for a term of 61 years commencing from the first day of January, 1976; as amended by instrument dated June 6, 1977, filed in said Office of the Assistant Registrar as Document No. 838310; and as further amended by instrument dated March 6, 1978, filed in said Office of the Assistant Registrar as Document No. 872980. Consent thereto filed as Document No. 872981.

Said Sublease is subject to the following:

- a) Mortgage dated January 13, 1978, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 861372, made by SWIRE-McCORMACK LTD., a Hawaii corporation, as Mortgagor(s), to BANK OF HAWAII, a Hawaii banking corporation, as Mortgagee(s), to secure the repayment of the sum of \$2,000,000.00, any additional advances and other amounts secured thereby,

all according to the terms of that certain promissory note of said mortgagor(s) therein referred to.

- b) Mortgage dated June 9, 1976, filed in said Office of the Assistant Registrar as Document No. 768534, made by SWIRE-McCORMACK LTD., as Mortgagor, to SWIRE PROPERTIES (Netherlands) B. V., as Mortgagee, to secure the repayment of the sum of \$1,000,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor therein referred to.

By instrument dated January 24, 1978, filed in said Office of the Assistant Registrar as Document No. 861373, the foregoing mortgage was subordinated to the lien of that certain mortgage referred to as Encumbrance No. 3a hereof.

- c) Mortgage dated December 2, 1976, filed in said Office of the Assistant Registrar as Document No. 793973, and made by SWIRE-McCORMACK LTD., as Mortgagor, to SWIRE PROPERTIES (Netherlands) B. V., as Mortgagee, to secure the repayment of the sum of \$2,400,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor therein referred to.

By instrument dated January 24, 1978, filed in said Office of the Assistant Registrar as Document No. 861373, the foregoing mortgage was subordinated to the lien of that certain mortgage referred to as Encumbrance No. 3a hereof.

4. Declaration as to Merger of Increments in a Condominium Project dated May 12, 1977, filed in said Office of the Assistant Registrar as Document No. 838311, made by the Trustees of the Estate of Bernice Pauahi Bishop, Deceased, Thomas Francis McCormack, husband of Hilda Frances McCormack and Swire-McCormack Ltd., a Hawaii corporation, "Developer".
5. Declaration of Covenants, Conditions and Restrictions for PuuAlii dated May 12, 1977, filed in said Office of the Assistant Registrar as Document No. 838312.
6. Grant dated September 30, 1977, filed in said Office of the Assistant Registrar as Document No. 839449, made by the Trustees of the Estate of Bernice Pauahi Bishop, as Grantors, and the City and County of Honolulu, a municipal corporation of the State of Hawaii, as Grantee, and the Board of Water Supply, City and County of Honolulu, as Board, granting forever, the right, in the nature of an easement, to be exercised and enjoyed by the Board, to construct, etc., an underground water pipeline or pipelines, etc., as the Board shall deem necessary to properly measure and control water conveyed to consumers through the pipeline or pipelines, or to provide a proper water fixture for fire fighting purposes, over, under, across and through Lot 1431-D. Consents thereto filed as Document Nos. 839450, 839451 and 839452.
7. Designation of Easement 592 affecting Lot 1431-D, as shown on Map 184, as set forth by Land Court Order No. 49233, filed

January 20, 1978.

8. Grant dated March 9, 1978, filed in said Office of the Assistant Registrar as Document No. 870766, made by the Trustees of the Estate of Bernice Pauahi Bishop, as Grantors, and Hawaiian Electric Company, Inc., a Hawaii corporation, as Grantee, granting a right and easement to build, etc., as may be necessary for the transmission and distribution of electricity to be used for light and power and/or communications and control circuits, etc., over, under, upon, across, through and within Lot 1431-D. Consents thereto filed as Document Nos. 870767 and 870768.
9. Designation of Easement 583 over and across Lot 1431-D, as shown on Map 173, as set forth by Land Court Order No. 46715, filed March 3, 1977.
10. Declaration of Horizontal Property Regime of PuuAlii, Phase I, Increment 6 dated May 26, 1978, filed in said Office of the Assistant Registrar as Document No. 894277.
11. Condominium Map No. 337 filed in said Office of the Assistant Registrar on August 24, 1978.
12. For any taxes that may be due and owing, reference is made to the Office of the Tax Assessor, First Division.
13. Mechanic's Lien dated April 13, 1978 filed in the Circuit Court of the First Circuit, State of Hawaii under M.L. No. 3441 (unrecorded). Re: Claim for payment in the amount of \$3,000.00.

NOTE: The Developer has advised the Commission that at the time the first apartment lease is entered into between the Trustees of the Estate of Bernice Pauahi Bishop and Thomas F. McCormack, as Lessors, and an apartment purchaser, as Lessee, every mortgage and other lien affecting both such apartment and any other apartment shall be paid and satisfied of record, or the apartment being leased shall be released therefrom by partial release duly recorded.

The Developer has advised the Commission that appropriate easements will be granted to public utilities and others for the construction, installation, operation, maintenance, repair and replacement of lines and other transmission facilities and appurtenances for electricity, gas, telephone, radio and television signal distribution and other services and utilities which may be necessary in order to serve the property.

MERGER OF INCREMENTS; RESTRICTIVE COVENANTS: Subsequent to the issuance of the Commission's Preliminary Public Report of May 23, 1977, the Developer has filed in the Office of the recording officer a Declaration of Merger of Increments in a Condominium Project and Declaration of Covenants, Conditions and Restrictions for PuuAlii and copies of the same are available for public inspection at the office of the Real Estate Commission.

PURCHASE MONEY HANDLING: The information contained under this topical heading in the Preliminary Public Report dated May 23, 1977, is unchanged except that the last paragraph is deleted in

its entirety and the following two paragraphs substituted therefor:

Among other provisions, the specimen Receipt and Sales Contract states that if the building is not erected within two years from the date of sales, the Buyer may cancel said Contract upon written notice to Seller within 60 days from the end of said two-year period (unless the Buyer waives said delay).

Among other provisions, the specimen Receipt and Sales Contract states that Buyer specifically acknowledges that: (a) minor construction activity may continue on the site after Buyer has occupied the apartment and that this activity may result in noise, dust or other annoyances to Buyer; (b) Seller's signs and extensive sales display and activities, including the use of Apartment Nos. 823 and 813 as model apartments, Apartment Nos. 821 and 822 as a sales office and Apartment Nos. 811 and 812 as development offices, may continue in the project until February 28, 1982; (c) Seller also reserves the non-exclusive right to utilize all or a portion of parking spaces numbered 123, 124 and 125 for parking for prospective purchasers until February 28, 1982; (d) Seller also reserves the right for itself, its sales representatives and prospective Buyers to utilize the common elements for ingress and egress to such parking spaces and apartments used by the Seller as sales offices. Buyer hereby accepts the foregoing conditions set forth in this paragraph as well as any inconvenience or annoyance which Buyer may experience as a result of such conditions and hereby expressly waives any rights, claims or actions which it might otherwise have against Seller as a result of such circumstances.

MANAGEMENT AND OPERATIONS: The Developer has advised that it has entered into an Agency and Property Management Agreement with Certified Management, a division of A R Corporation, a Hawaii corporation.

STATUS OF PROJECT: The Developer has advised the Commission that the Project has been substantially completed and the estimated time of completion of construction of the total project is September 22, 1978.

PROGRAM OF FINANCING: The Developer has complied with provisions of Section 514A-40, Hawaii Revised Statutes, by filing with the Commission the following:

1. Developer's Verified Statement of All Costs Involved in Completing the Project.
2. Verified Statement of Developer of the Estimated Construction Completion Date.
3. A copy of the executed Construction Contract dated May 12, 1977 between SWIRE-McCORMACK LTD. and PACIFIC CONSTRUCTION CO., LTD.
4. A copy of the Performance Bond and Labor and Material Bond dated May 11, 1977 issued by SEABOARD SURETY COMPANY, as Surety, and PACIFIC CONSTRUCTION CO., LTD., as Principal.
5. The Developer has received commitments from SWIRE PROPERTIES (NETHERLANDS) B.V. and from BANK OF HAWAII. The documents

for the aforesaid loans and the Developer's Statement of Financing have been forwarded to the Commission and may be reviewed.

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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 April 22, 1977, and additional material subsequently filed as of August 28, 1978.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 907 filed with the Commission on April 22, 1977. 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.

*Ah Kau Young*  
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AH KAU YOUNG, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

DEPARTMENT OF TAXATION  
ASSISTANT REGISTRAR OF THE LAND COURT  
DEPARTMENT OF LAND UTILIZATION, CITY AND  
COUNTY OF HONOLULU  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

REGISTRATION NO. 907

September 20, 1978.

## EXHIBIT A

Apartment Number	Parking Space Numbers	Unit Type	Number of Rooms	Number of Floors	Approximate Area in Each Apartment in Square Feet (Excluding Lanais and Garages)	Percent of Common Interest
8-U1	128 & 129	H5E	6	1	981	7.9247
8-L1	130 & 131	H1E	6	2	983	7.9408
8-U2	126 & 134	H3	7	2	1280	10.3400
8-L2	132 & 133	H1	6	2	974	7.8681
8-U3	127 & 135	H4	7	1	964	7.7873
8-L3	136 & 137	H1	6	2	974	7.8681
8-U4	141 & 142	H3	7	2	1280	10.3400
8-L4	143 & 144	H2	7	2	1332	10.7601
8-5	138 & 139	A	8	2-1/2	1392	11.2454
8-U6	145 & 146	H5SE	6	1	940	7.5935
8-L6	140 & 147	H2SE	7	2	1279	10.3320

EXHIBIT A

## EXHIBIT B

ENCUMBRANCES AGAINST TITLE: The Preliminary Report issued on March 3, 1977 by Security Title Corporation identifies the following encumbrances on the land:

1. Real Property Taxes for the second half of Fiscal Year 1976-1977.
2. Designation of Easement 583, over and across Lot 1431-D, as shown on Map 173, as set forth by Land Court Order No. 46715.
3. Declaration of Protective Provisions for Alii Shores Yacht Club dated June 1, 1973, filed in said Office of the Assistant Registrar as Document No. 639983, and also recorded on July 19, 1973 in the Bureau of Conveyances of the State of Hawaii in Liber 9325 at Page 120, to which reference is hereby made.
4. The terms and provisions of that certain Bishop Estate Lease No. 24,620 dated June 7, 1976, filed in said Office of the Assistant Registrar as Document No. 768125, and also recorded in said Bureau of Conveyances in Liber 11460 at Page 547, made by and between TRUSTEES OF THE ESTATE OF BERNICE PAUAI BISHOP, as Lessors, and THOMAS FRANCIS McCORMACK, husband of Hilda Frances McCormack, as Lessee, for a term commencing from the first day of January 1976.
5. The terms and provisions of that certain Bishop Estate Lease No. 24,620-A dated June 7, 1976, filed in said Office of the Assistant Registrar as Document No. 768126, and also recorded on June 9, 1976 in said Bureau of Conveyances in Liber 11461 at Page 1, made by and between TRUSTEES OF THE ESTATE OF BERNICE PAUAI BISHOP, "Owners", and THOMAS FRANCIS McCORMACK, husband of Hilda Frances McCormack, "Tenant", holder of the Master Lease dated June 7, 1976, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 11460 at Page 547, and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 768125, as Lessors, and SWIRE-McCORMACK LTD., a Hawaii corporation, as Lessee, for a term of 61 years commencing from the first day of January 1976.

Said Sublease is subject to the following:

- a) Mortgage dated June 9, 1976, filed in said Office of the Assistant Registrar as Document No. 768534, and also recorded on June 14, 1976 in said Bureau of Conveyances in Liber 11465 at Page 261, made by SWIRE-McCORMACK LTD., as Mortgagor, to SWIRE PROPERTIES (Netherlands) B. V., as Mortgagee, to secure the repayment of the sum of \$1,000,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor therein referred to.
- b) Mortgage dated December 2, 1976, filed in said Office of the Assistant Registrar as Document No. 793973, and also recorded on December 14, 1976 in said Bureau of Conveyances in Liber 11880 at Page 42, made by SWIRE-McCORMACK LTD., as Mortgagor, to SWIRE PROPERTIES (Netherlands) B. V., as Mortgagee, to secure the repayment of the sum of \$2,400,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor therein referred to.

EXHIBIT B