

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

WAIKIKI TOWNHOUSE
2421 Tusitala Street
Waikiki, Oahu, Hawaii

REGISTRATION NO. 932

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 1, 1977
Expires: December 1, 1978

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 and prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED AUGUST 26, 1977 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF OCTOBER 31, 1977. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING ADDITIONAL INFORMATION, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAWS, CHAPTER 514, HAWAII REVISED STATUTES.

1. The Developer has complied with Chapter 514, Hawaii Revised Statutes and has fulfilled the requirements for the issuance of a Final Public Report.

2. This Final Public Report is made a part of the registration on the WAIKIKI TOWNHOUSE condominium project. The Developer is responsible for placing this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers. Securing a signed copy of the Receipts for the Horizontal Property Regime Public Reports from each purchaser and prospective purchaser is also the responsibility of the Developer.

3. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of the condominium project and the issuance of this Final Public Report.

The Developer reports that the basic documents (Declaration of Horizontal Property Regime, with By-Laws of the Association of Apartment Owners and By-Laws of the Century Club attached, and a copy of the 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, executed with By-Laws attached, was filed as aforesaid as Document No. 835023.

The approved Floor Plans showing the layout, location, apartment numbers, etc. have been designated Condominium Map No. 313 in said Office of the Assistant Registrar.

4. No 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 Horizontal Property Regimes.

6. This Final Public Report expires thirteen months from the date of issuance, November 1, 1977, 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: WAIKIKI TOWNHOUSE.

LOCATION: 2421 Tusitala Street, Waikiki, Oahu, Hawaii, with approximately 14,700 square feet committed to the regime.

TAX MAP KEY: 2-6-24:59.

ZONING: H-2.

DEVELOPER: WESTWOOD DEVELOPMENT, INC., a Hawaii corporation, the principal place of business and post office address of which is 1026 South King Street, Honolulu, Hawaii. The officers of the Developer are:

Stephen Hendrix	President-Treasurer
Stanley Cook	Vice-President
Jo Paul Rognstad	Secretary
Roger N. Hendrix	Asst. Secretary
Michael Brown	Asst. Treasurer

ATTORNEY REPRESENTING DEVELOPER: Hamilton, Gibson, Nickelsen, Rush & Moore (Attention: Ken Harimoto), 20th Floor, Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813, telephone number 521-2611.

DESCRIPTION: The Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a leasehold condominium project consisting of a thirty-two (32) story concrete building, without basement. There will be one hundred nine (109) freehold estates designated in the spaces within the perimeter walls of each of the one hundred nine (109) apartment units contained in the building constructed principally of concrete, which spaces together with appurtenant lanais, if any, are referred to herein as "apartments", and are designated on said plans and described as follows:

1. Apartments. The Declaration states that one hundred nine (109) freehold estates are thereby designated in the spaces within the perimeter walls, floors and ceilings of each of the apartment units of the project contained in one (1) thirty-two (32) story building, without a basement, with lanais, if any, (herein called "apartments") are designated on said plans and are located in the building and on the floor indicated and contain the number of rooms as follows:

(a) One (1) apartment is located on the first floor of the building, and four (4) apartments are located on each of the third to twenty-ninth floors, inclusive, of the building of the project.

(b) Apartment 101 is located on the first floor of the building; apartments 301, 302, 303 and 304 are located on the third floor of the building; apartments 401, 402, 403 and 404 are located on the fourth floor of the building; apartments 501, 502, 503 and 504 are located on the fifth floor of the building; apartments 601, 602, 603 and 604 are located on the sixth floor of the building; apartments 701, 702, 703 and 704 are located on the seventh floor of the building; apartments 801, 802, 803 and 804 are located on the eighth floor of the building; apartments 901, 902, 903 and 904 are located on the ninth floor of the building; apartments 1001, 1002, 1003 and 1004 are located on the tenth floor of the building; apartments 1101, 1102, 1103 and 1104 are located on the eleventh floor of the building; apartments 1201, 1202, 1203 and 1204 are located

on the twelfth floor of the building; apartments 1301, 1302, 1303 and 1304 are located on the thirteenth floor of the building; apartments 1401, 1402, 1403 and 1404 are located on the fourteenth floor of the building; apartments 1501, 1502, 1503 and 1504 are located on the fifteenth floor of the building; apartments 1601, 1602, 1603 and 1604 are located on the sixteenth floor of the building; apartments 1701, 1702, 1703 and 1704 are located on the seventeenth floor of the building; apartments 1801, 1802, 1803 and 1804 are located on the eighteenth floor of the building; apartments 1901, 1902, 1903 and 1904 are located on the nineteenth floor of the building; apartments 2001, 2002, 2003 and 2004 are located on the twentieth floor of the building; apartments 2101, 2102, 2103 and 2104 are located on the twenty-first floor of the building; apartments 2201, 2202, 2203 and 2204 are located on the twenty-second floor of the building; apartments 2301, 2302, 2303 and 2304 are located on the twenty-third floor of the building; apartments 2401, 2402, 2403 and 2404 are located on the twenty-fourth floor of the building; apartments 2501, 2502, 2503 and 2504 are located on the twenty-fifth floor of the building; apartments 2601, 2602, 2603 and 2604 are located on the twenty-sixth floor of the building; apartments 2701, 2702, 2703 and 2704 are located on the twenty-seventh floor of the building; apartments 2801, 2802, 2803 and 2804 are located on the twenty-eighth floor of the building; and apartments 2901, 2902, 2903 and 2904 are located on the twenty-ninth floor of the building.

(c) A description of each of the apartments, designating the layout, number of rooms and approximate floor area thereof is as follows:

(i) Apartment 101 contains three (3) rooms, a total area of approximately 1,350 square feet, and shall have appurtenant thereto a common interest of 1.72%.

NOTE: The Declaration does indicate that Apartment 101 is designated as "Commercial".

(ii) Each of apartments 301, 302; 401, 402; 501, 502; 601, 602; 701, 702; 801, 802; 901, 902; 1001, 1002; 1101, 1102; 1201, 1202; 1301, 1302; 1401, 1402; 1501, 1502; 1601, 1602; 1701, 1702; 1801, 1802; 1901, 1902; 2001, 2002; 2101, 2102; 2201, 2202; 2301, 2302; 2401, 2402; 2501, 2502; 2601, 2602; 2701, 2702; 2801, 2802; 2901 and 2902 contains one bedroom, one bathroom, a kitchenette, living room and lanai, and a total area of approximately 710 square feet. Each such apartment shall have appurtenant thereto a common interest of .91%.

(iii) Each of apartments 303, 304; 403, 404, 503, 504; 603, 604; 703, 704; 803, 804, 903, 904; 1003, 1004; 1103, 1104; 1203, 1204; 1303, 1304; 1403, 1404; 1503, 1504; 1603, 1604; 1703, 1704; 1803, 1804; 1903, 1904; 2003, 2004; 2103, 2104; 2203, 2204; 2303, 2304; 2403, 2404; 2503, 2504; 2603, 2604; 2703, 2704; 2803, 2804; 2903 and 2904

contains one bedroom, one bathroom, a kitchen, living room and lanai, and a total area of approximately 610 square feet. Each such apartment shall have appurtenant thereto a common interest of .91%.

2. Each apartment of the project has immediate access to its entry or entries by passenger elevators, stairways to the elevator lobby of its designated floor, and walkways and driveways connecting the building to the street entrances and parking areas 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 floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service lines running through such apartment 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 (if any), and all fixtures originally installed therein.

COMMON ELEMENTS: The Declaration provides that one (1) freehold estate is thereby designated in all of the remaining portions and appurtenances of the project, herein called "common elements", including specifically but not limited to:

- (a) Said land in fee simple;
- (b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, chases, entries, stairways, elevators, walkways, entrances and exits of said building;
- (c) All yards, grounds and landscaping;
- (d) All parking areas;
- (e) 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;
- (f) The Lobby Balcony on the mezzanine floor;
- (g) The Recreation Area on the 30th floor, the Elevator Machinery Room on the 31st floor and the Recreation Deck on the 32nd floor (roof) of the building; and
- (h) 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: The Declaration states that there are no "limited common elements" thereby designated and set aside for the exclusive use of certain apartments.

INTEREST TO BE CONVEYED TO PURCHASERS: The Declaration states that each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project (therein called the "common interest"), and hereinbefore set forth, and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting. Each purchaser will secure an Apartment Sublease demising an apartment together with said undivided percentage interest in the common elements of the project.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration states that apartments shall be occupied and used only for purposes permitted from time to time by applicable zoning ordinances, rules and regulations, and for no other purpose.

ALTERATION OF PROJECT: The Declaration provides that construction different in any material respect from said condominium map of the project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment to the Declaration, and in accordance with complete plans and specifications therefor first approved in writing by the Lessor and Board, and promptly upon completion of such construction the Association shall duly record or file of record such amendment together with a complete set of floor plans of the project as so altered. Further, the owner of two apartments separated only by a common element which is a wall or floor (including a common element which constitutes a floor of one of the apartments and a ceiling of the other) may, with approval of the Lessor and the Board, alter, relocate or remove all or portions of the intervening wall or floor, if the structural integrity of the building is not thereby affected and if the finish of the common element then remaining is restored to a condition substantially comparable to that of the common element prior to such alteration.

OWNERSHIP OF TITLE: A policy of title insurance, dated June 9, 1977, issued by Security Title Corporation, represents that the owner of the fee simple title to the property committed to the project is Dorathea Helene Flint, widow, which property was demised to the predecessor in interest of CALGARY DEVELOPMENT, INC. by Indenture of Lease dated May 1, 1974, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 677979, and which lease, through mesne assignment, was assigned to CALGARY DEVELOPMENT, INC. by Instrument dated March 4, 1977, filed as aforesaid as Document No. 810027. The property has been sublet to the Developer by Master Sublease dated August 2, 1977.

ENCUMBRANCES AGAINST TITLE: The policy of title insurance dated June 9, 1977, issued by Security Title Corporation, submitted to the Commission, provides that the following are encumbrances against title to the property:

1. As to Lot 61-A only, a perpetual right of way in favor of the owner of Lot 61-C of Land Court Application No. 350, as mentioned in Transfer Certificate of Title No. 48,059, to which reference is hereby made.

2. As to Lots 61-C-1 and 61-C-2 only, the covenant as set forth in that certain Deed dated April 6, 1920, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 22.3, to which reference is hereby made.

3. Grant dated July 9, 1930, filed in said Office of the Assistant Registrar as Document No. 22522, in favor of the City and County of Honolulu, granting the right, privilege and authority to construct, operate and perpetually maintain a sewer main, as part of a sanitary sewer system, through, under, over and across Lots 59-B, 61-C-2 and 60-B.

4. For any taxes that may be due and owing, reference is hereby made to the Office of the Tax Assessor, First Division.

PURCHASE MONEY HANDLING: A copy of an executed Escrow Agreement by and between the Developer and National Trust Company, Ltd. of Calgary, Alberta, Canada, dated August 9, 1977, complying with applicable ordinances, laws, rules and regulations of the Province of Alberta, Canada, and a copy of an executed Escrow Agreement dated October 31, 1977, by and between the Developer and Security Title Corporation, complying with applicable laws, rules and regulations of the State of Hawaii, have been filed with the Commission. No Escrow Agreement required by Chapter 514, Hawaii Revised Statutes, has been executed with a Hawaii Escrow depository and the Developer has represented to the Commission that such an agreement will be executed prior to the commencement of any sales program in the State of Hawaii. Among other provisions, the specimen sales contract provides that in the event less than eighty-one (81) units are sold prior to December 31, 1978, Seller may at its option cancel said agreement, in which event Seller will cause Escrow to refund to Buyer all monies paid, with interest as set forth in said sales agreement, less Escrow's cancellation fee, and Seller shall be relieved and released of all further liability thereunder. In the event development and construction of the project is delayed by governmental restrictions or regulations or a contingency, the non-occurrence of which was a basic assumption on which the agreement was made, and Seller determines that increases in development and construction costs because of such delay require increases in apartment sales prices to maintain financial feasibility of the project, then and in any such event Seller may at its option terminate the agreement and cause Escrow to refund to Buyer all monies paid, with interest as set forth in said agreement, less Escrow's cancellation fee, and Seller shall be released from all liability thereunder; provided, however, that Seller shall

offer to Buyer the right to execute a new sales agreement in a form similar thereto at the increased apartment unit price. The Escrow Agreement provides in part that deposit monies are to be kept intact and undisbursed, in trust, until the Trustee (Escrow) shall have received an Architect's Certification that the project shall have been substantially completed in accordance with the plans and specifications filed with the Department of Corporate and Consumer Affairs of the Government of Alberta; and the Trustee shall have received confirmation that the Developer has deposited with an escrow company in Honolulu, Hawaii, Apartment Subleases in recordable form for the units in respect of which the Trustee is holding deposit monies. The Developer has submitted a copy of a written agreement with Security Title Corp., a Hawaii corporation, to act as the escrow company responsible for receiving and recording said Subleases. The Escrow Agreement further provides, as follows:

1. That in the event the construction of the Waikiki Townhouse has not commenced by July 1, 1978, the purchasers shall be entitled to the return of the deposit monies which they have paid without any deduction whatsoever upon fifteen (15) days prior written notice thereof delivered to yourselves.

2. That in the event the Developer is not able to provide the necessary items required to satisfy the trust condition set out above within twenty-four (24) months of the date of commencement of construction, the deposit monies may be returned to the purchasers without deduction upon fifteen (15) days prior written notice thereof delivered to the Trustee (Escrow).

3. That in the event a sales contract is made conditional upon the purchaser being approved for financing, should such an approval not be forthcoming within the time frame specified, the Trustee will return the whole amount of that purchaser's deposit monies upon his request without any deduction whatsoever.

4. That the deposit monies received from each purchaser may be held in one interest bearing trust account which account will bear interest and which interest will accrue pro rata to whomever shall be entitled to the monies.

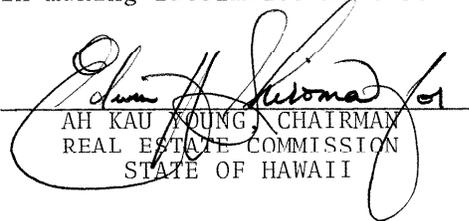
NOTE: Each purchaser and prospective purchaser is advised to read with care the executed Escrow Agreement with National Trust Company, Ltd. and the specimen sales contract. The executed Escrow Agreement provides the conditions upon which purchaser's funds may be used and/or disbursed.

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provides 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 will be Pacific Islands Management, Ltd., a Hawaii corporation, the address of which is Suite 316, 49 South Hotel Street, Honolulu, Hawaii.

STATUS OF PROJECT: The Developer has entered into a contract for construction of the project with Harvis Construction, Inc. The Developer estimates that the project will be completed on or about October, 1978.

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 August 26, 1977, and additional information subsequently filed as of October 31, 1977.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION NO. 932 filed with the Commission on August 26, 1977. 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, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING COMMISSION,
CITY AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 932

November 1, 1977