

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on
MANOA VILLAGE (PHASE II)
2939 East Manoa Road
Honolulu, Hawaii

REGISTRATION NO. 973

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 but may only take reservations therefore after

- (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 : April 5, 1978

Expires: May 5, 1979

SPECIAL ATTENTION

A comprehensive reading of this report by prospective purchasers 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 FEBRUARY 2, 1978 AND INFORMATION SUBSEQUENTLY FILED AS OF MARCH 29 AND 31, 1978. THE DEVELOPER, BY NOTIFYING THE REAL ESTATE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. "MANOA VILLAGE" (PHASE II) is part of an existing fee simple condominium project, the development of which has been undertaken in two (2) phases, being in order: Phase I (Building "B" with five residential apartments and ten parking spaces), which is described in Registration No. 904 and has been completed, and Phase II (Building "A" with four residential apartments, one commercial apartment and eight parking spaces).

THIS PRELIMINARY PUBLIC REPORT COVERS ONLY THE SALE OF APARTMENTS IN PHASE II, TO BE KNOWN AS "MANOA VILLAGE (PHASE II)".

2. The proposed floor plans for Phase II (hereafter "Condominium Map") filed with the Commission on February 2, 1978, reveal that Phase II will consist of a single two-story building, designated as Building "A", containing four (4) residential apartments and one (1) commercial apartment, each of which will have appurtenant thereto its own parking spaces. A total of eight (8) parking spaces are planned for Building "A". Upon merger of the two phases, the Condominium Map for Phase I will be amended to include the plans and layout for Phase II (hereafter "amended Condominium Map").
3. The Developer is responsible for placing this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers. Securing a signed copy of the receipt for the Horizontal Property Regime Public Report from each purchaser and prospective purchaser is also the responsibility of the Developer.
4. The Developer has submitted to the Commission for examination all documents deemed necessary for the registration of this condominium project and issuance of this Preliminary Public Report.
5. Amendments to the basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners of Manoa Village, and a copy of the Condominium Map) have not been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii or the Bureau of Conveyances of the State of Hawaii.
6. No advertising or promotional matters have been filed pursuant to the rules and regulations promulgated by the Commission.
7. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of the "Horizontal Property Regimes (condominium) Act and Rules and Regulations" promulgated thereunder.
8. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, April 5, 1978, unless a Final or Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending

the effective period of this report.

NAME OF PROJECT: "MANOA VILLAGE" (PHASE II)

DEVELOPER: The Developer is Manoa Village Partners, a registered Hawaii partnership. The partners are Park Development Corporation, a Hawaii corporation, whose principal place of business and post office address is Suite 1007, Grosvenor Building, 1164 Bishop Street, Honolulu, Hawaii (96813), telephone 524-1468, and Alfred W. F. Kam, whose residence and post office address is 575 Kawainui Street, Kailua, Hawaii (96734), telephone 262-9237.

LOCATION OF PROJECT: The fee simple land on which both phases of the project will be situated consists of approximately 17,380.0 square feet (.399 acre) and is situated at 2939 East Manoa Road, City and County of Honolulu, State of Hawaii.

TAX KEY: (1st Division) 2-9-26-5

ZONING: B-1

ATTORNEY REPRESENTING DEVELOPER: Patricia Kim Park, Suite 701, 333 Queen Street, Honolulu, Hawaii 96813 (telephone: 536-3905).

DESCRIPTION OF PROJECT AND APARTMENTS: The Developer is completing the development of a single condominium project constructed and sold in two (2) phases, being in order: Phases I and II.

Upon completion of both phases, the Project will consist of ten (10) separate fee simple condominium apartments, nine (9) of which will be designated for residential use and one (1) for commercial use. The apartments will be contained in two (2) separate two-story buildings constructed principally of concrete and wood. Each building will contain five (5) apartments of double stud wall construction with accoustical insulation. Phase II will have a stucco exterior and will not be identical in appearance to Phase I.

Phase I apartments are described in Registration No. 904, on file with the Real Estate Commission, to which reference is hereby made.

Phase II apartments are described as follows:

The four (4) residential apartments contemplated for Phase II, have been designated as Type "A" apartments and the one (1) commercial apartment as Type "C". The residential apartments are more particularly described as follows:

Apartment A-1. Apartment A-1 will contain two (2) bedrooms, two (2) baths, a kitchen, living/ dining room and a small balcony off the living room. Entry to this apartment will be through an enclosed stairway situate on the Ono Street side of Building "A" which will serve this apartment exclusively.

Apartment A-2, A-3. An entry way from the interior garage leads into the first floor living area of each of these apartments. Apartment A-2 and A-3 will each contain three

(3) bedrooms, two (2) full baths, a half (1/2) bath, kitchen, living/dining room and family room. Each will have a lanai off the second level bedrooms facing Ono Street, which will run the length of both bedrooms.

All A-1, A-2 and A-3 apartments will have built-in cabinets, drawers, storage space, stainless steel sink, range/oven, hood, disposal and dishwasher in the kitchen, drapes, carpeting (except for kitchen and baths which will have vinyl asbestos tile), water heater and waterproof lanai wood decking.

Apartment A-4. Apartment A-4 will contain the same number of rooms and interior amenities described for Apartment A-2 and A-3, with the exception that Apartment A-4 will have no lanai. Entry to this apartment will be by way of an entry door through the kitchen or a concrete walkway leading to this apartment's living/dining room, which walkway will serve this apartment exclusively.

Approximate gross living : Apartment A-1: 1,129 square feet
area of residential (excluding balcony)
apartments

Apartment A-2: 1,404 square feet
(excluding lanai)

Apartment A-3: 1,475 square feet
(excluding lanai)

Apartment A-4: 1,714 square feet

Approximate gross area of: Apartment A-1: 28 square feet
balcony or lanai Apartment A-2: 67 square feet
Apartment A-3: 67 square feet
Apartment A-4: None

Type "C" apartment (commercial). Apartment C will contain approximately 360 square feet and its interior will be improved by the purchaser, the Developer providing only built-in cabinets and counter with bar sink, one-half (1/2) bath, electrical connections and fixtures, and two (2) air conditioning outlets. The use of this apartment will be restricted as set forth in the proposed Declaration. This apartment shall comprise a part of the ground floor of Building "A" and access shall be at the ground level fronting East Manoa Road.

Each apartment 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 of them or any pipes, wires, conduits or other utility or service lines running through them which are utilized by or serve more than one apartment, the foregoing 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 walls, the inner decorated or finished surfaces of all walls, floors and ceilings and all fixtures originally installed therein. Additionally, the boundary lines of each apartment are the exteriors of doors, windows and glass walls and the frames thereof and, with respect to lanais, the interior of the wall enclosure.

COMMON ELEMENTS: The proposed Declaration reflects that the common elements of the Project consist of the following: (1) the fee simple land, subject to the reservations of the Developer set forth above; (2) all foundations, floor slabs, floor supports, floors, columns, girders, beams, supports, unfinished perimeter walls, load-bearing walls and roofs of the buildings; (3) the yard, grounds and landscaping, refuse and like facilities; (4) all ducts, electrical equipment, wiring, pipes 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, gas, light, hot and cold water, refuse, sewer, telephone, radio and television signal distribution and like utilities and, in general, all apparatus and installations existing for common use; and (5) all other parts of the Project existing for the common use or normally in common use or necessary and convenient to the existence, maintenance and safety of the Project.

LIMITED COMMON ELEMENTS: The proposed Declaration reflects that certain parts of said common elements for the Project, designated as "limited common elements", will be set aside and reserved for the exclusive use of certain apartments and such apartments shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements to be set aside and reserved for Phase II apartments are as follows:

(1) The parking spaces, designated on the proposed amended Condominium Map as appurtenant to the Type "A" and Type "C" apartments, which shall be appurtenant to and for the exclusive use of such apartments, and which are located as follows:

(a) Parking is incorporated within the ground floor of Apartments A-2 and A-3 and these are two-car garages each containing two (2) parking spaces.

(b) Parking for Apartment A-4 shall be a carport for two (2) cars.

(c) Parking for Apartments A-1 and C shall be a carport for two (2) cars, with one (1) parking space in said carport allocated to each of these apartments.

(2) The turn-around area fronting each parking space permitting each apartment access to Ono Road, which turn-around area shall be appurtenant to and for the exclusive use of all Phase II apartments.

(3) The enclosed stairway leading to Apartment A-1, which shall be appurtenant to and for the exclusive use of this apartment.

(4) The concrete walkway leading to Apartment A-4, which shall be appurtenant to and for the exclusive use of this apartment.

(5) Such of the common elements which are rationally related to a single building of the Project, which shall be appurtenant to and for the exclusive use of the apartments of such building.

INTEREST TO BE CONVEYED TO PURCHASER: The undivided interest in the common elements appertaining to each of the three types of apartments and their owners for all purposes, including voting and the sharing of common profits and expenses of the Project, is: (1) for Phase I, twenty percent (20%); and (2) for Phases I and II, in the event Phase II is completed and merged with Phase I, the percentage interest for each of the ten (10) apartments (the nine residential and one commercial), shall be as follows:

<u>Apartment</u>	<u>Percent of Common Interest</u>
A-1	8.6
A-2	11.0
A-3	11.6
A-4	12.7
B-1	10.7
B-2	10.7
B-3	10.7
B-4	10.7
B-5	10.7
C	<u>2.6</u>
Total	100.00%

The foregoing percentage of common interest was derived by calculating the total floor space and lanais (in square feet) for all ten apartments and dividing this total by the floor space and lanai area for each individual apartment. An additional .1% was added to those apartments with lanais in order to arrive at an even 100%.

PURPOSE OF APARTMENTS AND RESTRICTIONS AS TO USE: The proposed Declaration provides that the Project shall, at all times, be restricted to the following use: (1) the four (4) residential apartments shall be used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests and for no other purpose; (2) the single commercial apartment shall be used only for commercial purposes which are consistent with and appropriate to the design of Building "A" and permissible under the City and County of Honolulu Comprehensive Zoning Code and any other applicable state law and city ordinance, as the same may be amended from time to time; provided, however, at no time may any food or alcoholic beverage be dispensed by any apartment in Building "A", including the commercial apartment; and, provided further, that the commercial apartment shall close for business no later than 6 P.M. each business day and shall observe a business week of Monday through Saturday; and (3) the parking spaces shall be used only for parking and storing of vehicles and/or for such other purposes as the Association may from time to time approve, subject always to such limitations as may be contained in the Declaration, or in the By-Laws and House Rules and/or the applicable zoning regulations and the Act. Additionally,

each apartment owner must comply with the terms of the Declaration, By-Laws and House Rules.

The House Rules provide, in part, (1) no more than six persons shall be allowed to occupy any residential apartment or be employed by the owner or occupant of the commercial apartment; (2) no more than two guests may be permitted in each residential apartment for a period not to exceed three days at any one time; (3) no livestock, poultry, rabbits, cats or other animals shall be allowed or kept within an apartment or upon any part of the Project; (4) no "garage" sales of any nature, whether inside or outside an apartment, are permitted anywhere in the Project, and (5) one dog may be kept within an apartment provided the House Rules for this animal are strictly observed.

EFFECT OF PHASED DEVELOPMENT UPON PURCHASERS: Pursuant to Developer's intent to develop in two phases, the Developer exercised its right to complete and obtain a Certificate of Occupancy for, and convey title to the apartments comprising Phase I, prior to the completion of Phase II. Upon the completion of Phase II, it will be merged with Phase I, as provided in the proposed Declaration, and the phases so merged will be controlled, administered and constituted as a single condominium project.

The foregoing to the contrary notwithstanding, until the completion and merger of Phase II, it is understood that:

1. Real Property Taxes. Upon commencement of construction of Phase II, the portion of real property taxes attributable to the land shall be allocated between and among Phase I apartment owners as though both phases had been completed and merged, and each such apartment owner shall be responsible only for that portion of the real property taxes assessed which are equal to his common interest after merger, e.g., 10.7% for Phase I apartments. The balance of any real property taxes assessed for fiscal periods prior to the completion of Phase II shall be borne by the Developer, who shall pay the same directly or, if such excess is assessed the affected apartment owners, shall promptly reimburse each therefor.

2. Common Expenses. Upon completion of Phase II, all apartment owners in the Project shall be liable to the extent of their common interest for common expenses.

3. Modification of Plans. The Developer has reserved the right to withdraw Phase II, and subject only to permission from the City and County of Honolulu, the right to modify the plans and specifications for Phase II, including, but not limited to, the right to delete the commercial apartment on the ground floor of Building "A", or the right to delete three (3) of the four (4) residential apartments in Phase II. In the event of any such modification, which appears unlikely at this time, the common interests set forth above shall be further revised in a manner consistent with such modifications.

4. Easements to service Phase II. The Developer shall have the right to add, delete, relocate, realign, reserve and grant all utility and other easements and rights

of way over, under and on the common elements necessary to service Phase II; provided, that such easements and rights of way do not materially impair the use of the existing apartments or any appurtenant interests in the common elements thereto. Additionally, the Developer has reserved to itself, its successors and assigns, until June 30, 1979, or until such time as all of the improvements for Phases I and II described herein have been completed in accordance with the plans filed, whichever shall first occur, the following rights: (a) an easement over, under and across the common elements of the Project, both general and limited, for the purpose of all work connected with or incidental to the development, construction and sale of the Project or any part thereof or any apartment or interest therein; and (b) the right, appurtenant to the undeveloped portions of the land, in the nature of an easement over and upon any portion of the land, to create and cause dust, noise, vibration and other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of the Project or any part thereof or any apartment therein in said undeveloped portions of said land. Construction of Phase II shall be performed in such manner as shall cause the least practicable annoyance to and interference with the then existing apartment owners residing in Phase I.

EFFECT OF MERGER UPON PURCHASERS: The merger of Phase II with Phase I shall take effect only after the completion of Phase II and the issuance of a Certificate of Occupancy therefor and upon the recordation by the Developer of an amendment to the Declaration, which shall certify that the second phase has been completed and that the merger has been consummated. The following consequences shall ensue from and after the effective date of the merger:

1. Administration. The merged phases shall be treated for the purposes of administration, use and sharing of common expenses as though they had been developed, divided into apartments and use by the owners thereof as a single undivided project. The apartments in each of the merged phases shall have an equal and non-exclusive right to use the common elements constructed as part of each phase, subject to the terms, conditions and limitations provided in the Declaration and in the By-Laws, and the apartments in each of the merged phases shall have appurtenant thereto a percentage of common interest for all purposes, including voting, as stated above.

2. Contributions to Reserve. The Developer may require the owners of the apartments which are added to the Project by merger, to make contribution, in addition to their share of the common elements, to the maintenance reserves of the Project. The Developer may provide that such contributions may be made over a period of time and in establishing the amounts and terms of such contribution the Developer shall take into account the amount of maintenance reserves accumulated prior to the addition of the apartments in Phase II and the condition of the Phase I apartments in the Project. The owners of the apartments in Phase II, added to the Project by merger, shall not be obligated to pay or assume any outstanding debt, expense, cost or other obligation of the owners of the Phase I apartments in the Project as of the effective date of the merger.

3. Reformation of Association. Within sixty (60) days following the completion and merger of Phase II, a special meeting of the Association of Apartment Owners shall be called to elect a new Board of Directors, which shall replace the existing Board and which shall govern the entire Project.

RIGHTS RESERVED BY THE DEVELOPER: The proposed Declaration reserves the right to the Developer, at its sole option, to amend the Declaration at any time prior to June 30, 1979, or until completion of both Phases I and II, whichever shall first occur, without the consent of any apartment owner or the Association of Apartment Owners or any other person holding an interest in any apartment of the Project, for the purpose of merging Phase II with Phase I of the Project, thereby causing as of the effective date of such amendment all apartments in Phase I and Phase II to constitute a part of the Project and all owners of apartments in Phases I and II of the Project to constitute one Association of Apartment Owners.

In the alternative, the Developer, at its sole option and, if permitted by all applicable state laws and ordinances and regulations of the City and County of Honolulu, has reserved the right, to be exercised no later than December 31, 1978, and only on condition that construction of Phase II has not yet commenced, to withdraw the property upon which Phase II is to be built from the Regime for the purpose of retaining sole ownership thereof. The Developer, in the event it elects to exercise this reserved right, shall take, at its own expense, all necessary steps to effect the subdivision and/or partition of the property, which subdivision and/or partition shall occur at the zoning line dividing the two phases, i.e. the Developer may not so withdraw and subdivide any part of the land consisting of Phase I, which extends southerly of said dividing line as shown in the proposed Condominium Map. The Developer, upon electing to exercise this right, and if successful in obtaining the aforesaid result, further reserves the right to unilaterally amend the Declaration and sell the property so withdrawn either to a third party or to the Association of Apartment Owners of Phase I, or to develop Phase II at a later date, submitting it as a completely separate horizontal property regime, or to develop the property in any other manner permitted by law.

OWNERSHIP OF TITLE: The preliminary report issued by National Title Corporation on March 1, 1978, assures that the fee simple title to the land is vested in the Developer.

ENCUMBRANCES AGAINST TITLE: Said preliminary report reflects that the following encumbrances exist:

1. The reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patents Nos. 2600 and 6518 (as to Parcel Second only).
- * 2. That certain Mortgage, Security Agreement and Financing Statement executed by Manoa Village Partners, a Hawaii registered partnership, as "Mortgagor", and American Savings And Loan Association, a Utah corporation, as "Mortgagee", dated

July 1, 1977, and filed in the Land Court as Document No. 824613, duly noted on Transfer Certificate of Title No. 186,329, and also recorded in the Bureau in Book 12306, Page 476, to secure the amount of \$337,500.00, all according to the terms and provisions of that certain promissory note of the Mortgagor therein referred to.

- * 3. That certain mortgage executed by Manoa Village Partners, a General Partnership, as "Mortgagor", and Gregg Ryuji Kashiwa, husband of Gail Suda Kashiwa, and Gerald Ming Kai Pang, husband of Diana Yuat Moi Pang, as "Mortgagee", dated September 28, 1976, and filed in the Land Court as Document No. 786741, duly noted on Transfer Certificate of Title No. 186,329, and also recorded in the Bureau in Book 11754, Page 492, to secure the amount of \$160,000.00, all according to the terms and provisions of that certain promissory note of the Mortgagor therein referred to. By Subordination Agreement dated July 5, 1977, filed in the Land Court as Document No. 824614 and also recorded in the Bureau in Book 12306, Page 522, the foregoing mortgage was subordinated to the lien of the mortgage noted in Paragraph "2" above.
- * 4. Undated Financing Statement recorded in the Bureau in Book 12306, Page 529, in favor of American Savings and Loan Association.
- 5. Real property taxes as may be due and owing. For further information on taxes, check with the Tax Assessor of the First Division.
- 6. Condominium File Plan No. 316, filed in the Land Court on October 13, 1977, and Condominium Map No. 517, recorded in the Bureau on October 13, 1977, both which relate to Phase I.
- 7. The covenants, agreements, obligations, conditions and other provisions set forth in the Declaration of Horizontal Property Regime dated October 7, 1977, filed in the Land Court as Document No. 839932, and also recorded in the Bureau in Book 12487, Page 297, and the By-Laws attached thereto, to which reference is hereby made, as amended by Amendments dated December 7, 1977, and February 7, 1978, filed as Document Nos. 849774, and 859548 and also recorded in Book 12599, Page 794, and Book 12713, Page 636, respectively, all of which relate to Phase I.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated February 25, 1977, by and between National Escrow Corporation and the Developer, together with its amendments have been submitted to the Commission as part of this registration. On examination, the specimen sales contract and executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly, §514A-37, §514A-39, and §§514A-63 to 66.

* These encumbrances have been fully paid and released but have not yet been reflected in an updated preliminary report, which the Developer assures is forthcoming.

The specimen sales contract provides, inter alia, that in the event all Phase II apartments are not sold by December 31, 1978, or if any time during the period of the Agreement, a purchaser's credit shall be found unsatisfactory to the Developer or financing becomes unavailable to a purchaser or the Developer, the Developer may at its option, cancel that purchaser's Agreement upon written notice to purchaser and upon cancellation, the Developer shall direct Escrow to refund to the purchaser all sums paid by the purchaser, and both the Developer and purchaser shall be released from all further liability under the sales contract.

The specimen sales contract also provides that prices may be increased by the Developer should the cost overruns exceed a certain sum and that purchaser's interest in the contract shall be subordinate to any interim or construction loan mortgage the Developer may place on the Project.

Among other provisions, the Escrow Agreement reflects that a purchaser shall be entitled to a refund of his funds, if any one of the following shall have occurred: (1) if Escrow receives a written request from the Developer to return to purchaser the funds of such purchaser then held hereunder by Escrow; or (2) if the purchaser's funds were obtained prior to the issuance of a Final Report and there is any change in the building plans subsequent to the execution of purchaser's sales contract requiring the approval of a county officer having jurisdiction over the issuance of permits for construction, unless the purchaser has given written approval of acceptance of the change or ninety (90) days have elapsed since purchaser has accepted in writing the apartment or has first occupied the apartment; or (3) if the purchaser's funds were obtained prior to the issuance of a Final Public Report and the purchaser requests in writing refund of his funds prior to the time such Final Public Report is issued; or (4) the Final Public Report differs in any material respect from this Preliminary Public Report, unless the purchaser has given written approval or acceptance of the difference; or (5) if the Final Report is not issued within one (1) year from the date of issuance of the Preliminary Report. If for any reason whatsoever, a particular individual escrow is cancelled, then Escrow shall be compensated in the amount of twenty-five dollars (\$25.00) as its administrative costs, said cancellation fee to be paid by the purchaser.

It is incumbent upon purchasers and prospective purchasers that they read with care the sales contract and the Escrow Agreement. The Escrow Agreement establishes how the proceeds from the apartments and all sums received from any source are placed in trust, as well as the retention and disbursement of said trust funds, and the sales contract establishes purchaser's rights and obligations relative to the purchase of an apartment.

FINANCING OF PROJECT: The Developer is preparing to file with the Commission a statement of financing showing the total Project costs and Developer's program of financing the total Project costs. The Developer plans to finance the total Project cost through a construction loan in an amount and from a lender yet to be determined.

MANAGEMENT AND OPERATIONS: The Declaration provides that the operation of the Project may be conducted for the Association

by a responsible Managing Agent, who shall perform the duties as the Board of Directors shall authorize, including the collection of all assessments from the apartment owners. The proposed Declaration identifies the initial Managing Agent as Meridian Properties, a division of Park Development Corporation, one of the Developer's partners, whose address is 1164 Bishop Street, Honolulu, Hawaii.

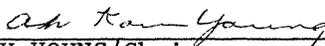
STATUS OF PROJECT: The Developer advises the Real Estate Commission that construction of the building has not commenced. However, the Developer has advised that necessary approvals have been obtained from the City to proceed with Phase II as shown on the proposed Condominium Map.

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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 February 2, 1978, and information subsequently filed as of March 29 and 31, 1978.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 973 filed with the Commission on February 2, 1978.

The report, when reproduced, shall be a true copy of the Commission's Public Report. In making facsimilies, the paper stock shall be yellow in color.



AH KAU YOUNG/Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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Planning Department, City and
County of Honolulu
Escrow Agent
Federal Housing Administration

Registration No. 973

April 5, 1978