

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
THE ADMIRAL THOMAS APARTMENTS
1221 Victoria Street
Honolulu, Oahu, Hawaii

REGISTRATION NO. 996

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: June 5, 1978

Expires: July 5, 1979

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED APRIL 18, 1978, AND INFORMATION DISCLOSED SUBSEQUENTLY AS OF MAY 26, 1978. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES.

1. THE ADMIRAL THOMAS APARTMENTS is a proposed mixed-use leasehold condominium development project consisting of one hundred forty-nine (149) apartments. One hundred forty-eight (148) of these are residential dwelling units in a single thirty-four story Residential Tower with two basement floors. The stories are designated as floors one (1) through twelve (12) and fourteen (14)

through thirty-five (35). The tower contains a recreational deck which includes a swimming pool, paddle tennis court and jacuzzi. Each apartment unit in the tower shall be assigned at least one parking stall out of a total of three hundred thirty (330). Some apartment purchasers may purchase an additional stall. There is one apartment separated from the tower and designated as Apartment Q in the Declaration. It consists of two (2) buildings, a one-story Existing Church Sanctuary with no basement and a two-story structure with one basement containing classrooms, meeting rooms and recreational facilities. It will be used for religious, charitable and educational purposes and all other functions associated therewith, including the charging of fees and all other associated uses permitted by law. The church apartment shall be allocated not less than ninety-four (94) parking stalls.

2. The Developer has submitted to the Commission for examination all documents necessary for the issuance of this Preliminary Public Report.
3. No advertising or promotional matter has been submitted pursuant to Chapter 514A of the Hawaii Revised Statutes and the rules and regulations promulgated by the Commission.
4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners and a copy of the proposed Condominium Map) have not been recorded as of this date in the office of the recording officer.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A of the Hawaii Revised Statutes, the Horizontal Property Act and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, June 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.
7. This Preliminary Public Report is made a part of the registration on "THE ADMIRAL THOMAS APARTMENTS" condominium project. The Developer is responsible for placing a true copy of this Preliminary Public Report

(yellow paper stock) in the hands of all purchasers and prospective purchasers and for securing a signed copy of the Receipt for Horizontal Property Regime Preliminary Public Report from such persons.

NAME OF PROJECT: THE ADMIRAL THOMAS APARTMENTS

LOCATION: The land submitted to the Regime, approximately 90,133 square feet, is situated at the corner of Beretania and Victoria Streets between Beretania and Kinau Streets, Honolulu, Oahu, Hawaii. The new address for the Project will be 1221 Victoria Street.

TAX MAP KEY: FIRST DIVISION 2-4-13-19.

ZONING: A-4, subject to the Kakaako Interim Control Ordinance.

DEVELOPER: THE VICTORIA PARTNERSHIP, a registered Hawaii limited partnership, whose post office address is at Suite 1908, Financial Plaza of the Pacific, 130 Merchant Street, Honolulu, Hawaii; Telephone 531-6984. The general partner is THE ADMIRAL THOMAS VENTURE, a registered Hawaii joint venture, which consists of Stark Projects Beretania, Ltd., Sheridan Ing-Ala Moana Corp., both Hawaii corporations.

ATTORNEY FOR DEVELOPER: Carlsmith, Carlsmith, Wichman and Case, 190 South King Street, Honolulu, Hawaii 96813 (Attention: David L. Irons or J. Michael Hiatt), telephone 523-2500.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects that the land will be improved, according to the Developer's plans with the construction of a thirty-four (34) story Residential Tower (with floors designated as one (1) through twelve (12) and fourteen (14) through thirty-five (35)) containing one hundred forty-eight (148) residential units, a manager's unit, a recreational deck (including a paddle tennis court, jacuzzi and a swimming pool) plus appropriate driveways and ramps for access to the parking facilities. The proposed Declaration also indicates that a portion of the Project will contain one apartment reserved for religious, charitable and educational use.

1. Description of the Buildings.

(a) General Description. The Project shall consist of one (1) Residential Tower containing a recreational deck with recreational areas which are designated and described as common elements or limited common elements,

including a swimming pool, a paddle tennis court and a jacuzzi. In addition to the Residential Tower the Project shall contain one additional apartment containing two (2) buildings, an Existing Church Sanctuary and a New Church Facility. This apartment contains worship areas, classrooms, meeting rooms and recreational areas as well as a residential area. In addition to the written description of the Project in the Declaration, the Project will also be depicted on the Condominium Map for the Project to be recorded in the Bureau of Conveyances.

(b) Access. Each condominium unit has immediate access to driveways and walkways connecting the buildings to the streets and parking areas of the Project.

(c) Number of Apartments. There will be one hundred forty-nine (149) condominium units in total. Each condominium unit constitutes an "apartment", as defined and used in Chapter 514A of the Hawaii Revised Statutes, and constitutes a separate estate. The original plan is to have one hundred forty-eight (148) residential apartments in the tower. There will be thirteen (13) three bedroom, three bath apartments, seventy-four (74) two bedroom, two bath apartments and sixty (60) one bedroom, one bath apartments. The tower will also contain a resident manager's unit which is designated a common element in the Declaration. In addition there will be one apartment containing the church facilities.

(d) Construction Materials. The Residential Tower and the New Church Facilities will both be constructed principally of concrete floor slabs, reinforced concrete bearing walls, concrete roof slabs, concrete masonry, lumber, steel, aluminum and allied building materials. The Existing Sanctuary was constructed primarily of concrete and lava rock with a concrete floor slab, paneled steel roof supports and a wood and asphalt shingle roof.

2. Description of Apartments.

(a) The Residential Tower. There will be a total of sixteen (16) basic types of apartments in the Residential Tower, the detailed plans for which are shown on the proposed Condominium Map filed with the Commission. Each apartment within each of the foregoing types is substantially the same as all others within its type. The Declaration describes the sixteen apartment types: Type A-1, C-1, D-1, E-1, A, B, C, D, E, F, G, H, J, K, L, P.

(b) The Church Facilities. The Church Facilities will be designated as one (1) additional apartment type, the detailed plans for which are shown on the Condominium Map filed with the Commission. The Declaration designates the church apartment as Apartment Q.

The Declaration describes the numbering of the apartments by plan types. The numbering is keyed to the location of the apartment as indicated in the Declaration. Units whose numbers end in "01" are at the northwest end of the building and those whose numbers end in "05" are at the southeast end. The other apartments are located consecutively by number along the corridor between the end units on each floor. The location of the church apartment is indicated on Exhibit B to the Declaration.

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Apt. No.</u>	<u>Apt. Type</u>
301	A-1	901	A
303	C-1	902	B
304	D-1	903	C
305	E-1	904	D
		905	E
401	A	1001	A
403	C	1002	B
404	D	1003	C
405	E	1004	D
		1005	E
501	A	1101	A
502	B	1102	B
503	C	1103	C
504	D	1104	D
505	E	1105	E
601	A	1201	A
602	B	1202	B
603	C	1203	C
604	D	1204	D
605	E	1205	E
701	A	1401	A
702	B	1402	B
703	C	1403	C
704	D	1404	D
705	E	1405	E
801	A	1501	A
802	B	1502	B
803	C	1503	C
804	D	1504	D
805	E	1505	E

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Apt. No.</u>	<u>Apt. Type</u>
1601	A	2501	A
1602	B	2502	B
1603	C	2503	C
1604	D	2504	D
1605	E	2505	E
1701	A	2601	A
1702	B	2602	B
1703	C	2603	C
1704	D	2604	D
1705	E	2605	E
1801	A	2701	A
1802	B	2702	B
1803	C	2703	C
1804	D	2704	D
1805	E	2705	E
1901	A	2801	A
1902	B	2802	B
1903	C	2803	C
1904	D	2804	D
1905	E	2805	E
2001	A	2901	F
2002	B	2903	C
2003	C	2904	G
2004	D	2905	H
2005	E		
2101	A	3001	F
2102	B	3003	C
2103	C	3004	G
2104	D	3005	H
2105	E		
2201	A	3101	J
2202	B	3103	K
2203	C	3104	G
2204	D	3105	H
2205	E		
2301	A	3201	J
2302	B	3203	K
2303	C	3204	L
2304	D	3205	H
2305	E		
2401	A	3301	J
2402	B	3303	K
2403	C	3304	L
2404	D	3305	H
2405	E		
		3401	J
		3403	K
		3404	L
		3405	H
		3504	P
		Q	Q

3. Description of Apartment Types.

(a) The Residential Tower. The respective apartments in the Residential Tower shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, or the interior party walls, (b) the undecorated or unfinished floors and ceilings surrounding each apartment, or (c) any pipes, shafts, 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 or limited common elements as hereinafter provided. Each apartment shall be deemed to include: (i) any adjacent lanai to which such apartment has direct, exclusive access, (ii) all the walls and partitions which are not load-bearing within its perimeter walls, (iii) the inner decorated or finished surfaces of all walls, floors and ceilings, (iv) any doors, windows or panels along the perimeters, and (v) all fixtures originally installed therein, including for each apartment except 3504 side-by-side refrigerator/freezer, icemaker, platform cook top, single-wall self-cleaning oven, range hood, microwave oven, clothes washer, clothes dryer, garbage disposal and dishwasher. (Apartment 3504 will not contain the fixtures aforesaid.)

The apartments are further described as follows:

(a) Unit type A-1 contains 9 rooms, consisting of three bedrooms, three full bathrooms, kitchen, dining room and a sunken living room, in addition to a lanai. The apartment floor area excluding the lanai is approximately 1,937 square feet. There is one type A-1 unit in the project.

(b) Unit type C-1 contains 4 rooms, consisting of one bedroom, one full bathroom, kitchen/dining area and a sunken living room, in addition to a lanai. The apartment floor area excluding the lanai is approximately 850 square feet. There is one type C-1 unit in the project.

(c) Unit type D-1 has two entrances and contains 6 rooms consisting of two bedrooms, two full bathrooms, kitchen/dining area and a sunken living room, in addition to a lanai. The apartment floor area excluding the lanai is approximately 1,586 square feet. There is one type D-1 unit in the project.

(d) Apartment type E-1 contains 7 rooms, consisting of two bedrooms, two full bathrooms, kitchen, dining room and a sunken living room, in addition to a foyer and a

lanai. The apartment floor area excluding the lanai is approximately 1,634 square feet. There is one type E-1 unit in the project.

(e) Unit A contains 7 rooms, consisting of two bedrooms, two full bathrooms, kitchen, dining room, and a sunken living room, in addition to a foyer and a lanai. The apartment floor area excluding the lanai is approximately 1,602 square feet. There are 24 type A units in the project.

(f) Apartment type B contains 4 rooms, consisting of one bedroom, one full bathroom, kitchen/dining area and a sunken living room, in addition to a lanai. The apartment floor area excluding the lanai is approximately 813 square feet. There are 23 type B units in the project.

(g) Apartment type C contains 4 rooms, consisting of one bedroom, one full bathroom, kitchen/dining area and a sunken living room, in addition to a lanai. The apartment floor area excluding the lanai is approximately 850 square feet. There are 26 type C units in the project.

(h) Apartment type D has two entrances and contains 6 rooms consisting of two bedrooms, two full bathrooms, kitchen/dining area and a sunken living room, in addition to a lanai. The apartment floor area excluding the lanai is approximately 1,586 square feet. There are 24 type D units in the project.

(i) Apartment type E contains 7 rooms consisting of two bedrooms, two full bathrooms, kitchen, dining room and a sunken living room, in addition to a foyer and a lanai. The apartment floor area excluding the lanai is approximately 1,634 square feet. There are 24 type E units in the project.

(j) Apartment type F contains 8 rooms consisting of three bedrooms, three full bathrooms, kitchen/sunken dining area and a sunken living room, in addition to a bar area and a lanai. The apartment floor area excluding the lanai is approximately 2,472 square feet. There are 2 type F units in the project.

(k) Apartment type G has two entrances and contains 4 rooms, consisting of one bedroom, one full bathroom, kitchen/dining area and a sunken living room, in addition to a lanai. The apartment floor area excluding the lanai is approximately 1,243 square feet. There are 3 type G units in the project.

(l) Apartment type H contains 9 rooms, consisting of three bedrooms, three full bathrooms, kitchen, dining room and a sunken living room, in addition to a foyer and a lanai. The apartment floor area excluding the lanai is approximately 1,977 square feet. There will be 6 type H units in the project.

(m) Apartment type J contains 8 rooms consisting of three bedrooms, three full bathrooms, kitchen/sunken dining area, and a sunken living room, in addition to a bar area and a lanai. The apartment floor area excluding the lanai is approximately 2,657 square feet. There are 4 type J units in the project.

(n) Apartment type K contains 4 rooms, consisting of one bedroom, one full bathroom, kitchen/dining area and a sunken living room, in addition to a lanai. The apartment floor area excluding the lanai is approximately 1,020 square feet. There are 4 type K units in the project.

(o) Apartment type L has two entrances and contains four rooms, consisting of one bedroom, one full bathroom, kitchen/dining area and a sunken living room, in addition to a lanai. The apartment floor area excluding the lanai is approximately 1,638 square feet. There are 3 type L units in the project.

(p) Apartment type P is an unfurnished penthouse area on the 35th floor and will be sold as unfinished loft space. The apartment floor area excluding the lanai is 4,380 square feet. There will be one type P unit in the project.

(b) The Church Facilities. The church apartment, Apartment Q, shall be deemed to include the entirety of the structures of both The New Church Facility and the Existing Sanctuary, so long as no part of such structure is a part of the Residential Tower including, to the extent not inconsistent with the foregoing: (a) the entirety of all foundations, floor slabs, beams, columns, support girders, perimeter and load-bearing walls, walkways, ramps, fences, railings and roofs, the interior load-bearing walls and the interior party walls, the floors and ceilings and (b) any pipes, shafts, wires, conduits, ducts or other utility or service lines or appurtenant transmission facilities on the premises of Apartment Q which are utilized for or serve only the structures or facilities in said apartment, for services such as power, light, water, sewer, telephone, radio and television signal distribution, (c) all driveways,

roadways, pavements, refuse facilities and mail boxes appurtenant to, and along Apartment Q, (d) all parking areas, ramps and parking stalls appurtenant to, under and along said apartment, (e) all laundry facilities and storage facilities appurtenant to and along said Apartment Q. Apartment Q shall also be deemed to include: (i) the adjacent lanais and patio to which such apartment has direct, exclusive access, (ii) any doors, windows or panels along the perimeters, and (iii) all fixtures originally installed therein.

The church apartment is further described as follows:

Apartment type Q, the Church Facilities, consists of the Existing Sanctuary and the New Church Facilities. The Existing Sanctuary has four entrances. In addition, the sides of the sanctuary are lined with sliding glass doors which can be opened to the outside. The Existing Sanctuary contains 9 rooms consisting of one large worship area with a chancel and a balcony, a pastor's office, a second office, one storage room, one bride's room, a sexton room, one choir practice room, one and one-half bathrooms and, in addition, a patio area. The floor area of the sanctuary excluding the patio is 9,953 square feet.

The New Church Facilities have two floors in addition to a basement for parking purposes. The New Church Facilities have seven hinged door entrances, each on the ground floor. The first floor of the New Church Facilities contains 26 rooms consisting of one multi-purpose dining room, one kitchen, one dishwashing room, one maintenance room, four storage rooms of various sizes, one storage vault, one combined manager's and secretary's office, one chapel, one bride's room, five classrooms, two custodian's rooms and seven restrooms (two men's rooms and two women's rooms (one set designed to service the handicapped) one bride's restroom, and one boys' room and one girls' room designed for children containing locker areas and shower facilities).

The second floor contains 31 rooms. These consist of one electrical room, one large storage room in sections, one storage vault, one secretary's office with a receptionist area, one assistant pastor's office, one pastor's office, one file and equipment room, one work area and secretary's office, one superintendent's office, one regional office, one assistant superintendent's office, one conference room, four restrooms (two for each sex containing sink and toilet facilities but not bathing facilities), one custodian's room,

two seminar rooms, two mechanical rooms, one snack bar area, two multi-purpose rooms, two wardrobe closet rooms, two additional classrooms and a residential apartment for Church use containing one bedroom, one living room/dining area and one bathroom.

The floor areas were arrived at by taking the measurements from the center line of common walls to the exterior surface of exterior walls and to the exterior surface of the lanai railings, without exclusions for ducts, columns, stairs, elevators, walls, or other interior construction or equipment within such areas. The floor area for Apartment Q is the sum of the floor areas for the first and second floor of the New Church Facility added to the floor area of the Existing Sanctuary.

COMMON ELEMENTS: The proposed Declaration of Horizontal Property Regime reflects that the common elements shall include the common elements described above in paragraph 1 under the topical heading "DESCRIPTION OF THE BUILDINGS," the limited common elements set forth below, and all other portions of the Project other than the apartments, including specifically, but not limited to:

(a) Said Land in fee simple;

(b) All foundations, floor slabs, beams, columns, supports, girders, unfinished perimeter and load-bearing walls, walkways, ramps, fences, railings, and roofs except those which are a part of Apartment Q as noted in 4B of the Declaration;

(c) All driveways, roadways, pavements, and walkways and all planted areas, grounds and landscaping, any area reserved for private park purposes and other recreational areas including the swimming pool, jacuzzi, recreational deck, and paddle tennis courts, the reception area, refuse facilities, and mailboxes except any such areas which are a part of Apartment Q as noted in 4B of the Declaration;

(d) All parking areas, ramps and parking stalls (except those assigned and to be assigned as limited common elements pursuant to paragraph 6C of the Declaration) except any such areas, ramps or stalls which are a part of Apartment Q as noted in 4B of the Declaration;

(e) All common laundry facilities and storage rooms if any except any such rooms or facilities which are a part of Apartment Q as noted in 4B of the Declaration;

(f) 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, light, water, sewer, telephone and radio and television signal distribution;

(g) The Resident Manager's apartment on the fourth floor which is in all respects identical to a type B apartment as described in Exhibit "C" to the Declaration and which includes all fixtures, interior finished surfaces, walls and partitions contained therein and the Resident Manager's parking stall designated in Exhibit "E", attached to the Declaration as set forth in paragraph 6C thereof;

(h) Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements (the "limited common elements") are designated and set aside for the exclusive use of certain classes of apartments, and of certain apartments individually. The costs and expenses of every description pertaining to the limited common elements, including but not limited to the costs of maintenance, repair, replacement, improvement or additions to the limited common elements shall be charged to the owner or class of owners of the apartment or apartments to which the limited common element is appurtenant as set forth in the Declaration.

A. The New Church Facilities and Existing Sanctuary ("Apartment Q").

(a) The land appurtenant to, under and along said apartment and between the New Church Facilities and the Existing Sanctuary (excepting any such land as shall be reserved for private park purposes) as indicated on Exhibit B attached to the Declaration.

(b) Any and all other apparatus and installations of limited common use only to said Apartment Q.

B. All Owners of Apartments in the Residential Tower as a Class.

(a) The land appurtenant to, under and along the Residential Tower (excepting any such land as shall be reserved for private park purposes) as indicated on Exhibit "B" attached to the Declaration.

(b) All foundations, floor slabs, beams, columns, support girders, unfinished perimeter and load-bearing walls, walkways, ramps, fences, railings, and roofs which are a part of said Residential Tower and which are intended only for the use of its occupants.

(c) All driveways, roadways, pavements and walkways and all planted areas, grounds, landscaping and other recreational areas (excepting any such areas reserved for private park purposes) including the swimming pool, jacuzzi, paddle tennis court and recreational deck, refuse facilities and mail boxes appurtenant to and along the Residential Tower and which are intended only for the use of its occupants.

(d) All parking areas, ramps and parking stalls appurtenant to, under and along said Residential Tower (subject to assignment to individual apartments as limited common elements pursuant to paragraph 6C of the Declaration).

(e) All common laundry facilities and storage facilities appurtenant to and along said Residential Tower (if any).

(f) Such ducts, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities and installations as are over, under and across the Project which serve only the Residential Tower for services such as power, light, water, sewer, telephone, radio and television signal distribution.

(g) The Resident Manager's apartment on the fourth floor which is in all respects identical to a type B apartment as described in Exhibit "C" to the Declaration and which includes all fixtures, interior finished surfaces, walls and partitions contained therein and the Resident Manager's parking stall designated in Exhibit "E" to the Declaration as set forth in paragraph 6C thereof.

(h) Any and all other apparatus and installations of limited common use only to occupants of the Residential Tower.

C. Individual Owners of Apartments in the Residential Tower.

(a) Entranceways to each apartment shall be limited common elements for the exclusive use of the apartments they serve.

(b) Each apartment shall have appurtenant to it at least one parking stall located in the parking garages as designated on the Exhibit attached hereto. Extra stalls may be sold by the Developer as limited common elements only. The assignment of stalls may be changed from time to time by the Developer by amendment to the Declaration as provided in paragraph 15 thereof.

INTEREST TO BE CONVEYED TO PURCHASER: Apartments shall have appurtenant thereto an undivided percentage interest in all common elements of the Project and the same proportionate share in all common profits and expenses of the Project and for all other purposes including voting as set forth below.

<u>Apartment Unit Type</u>	<u>Undivided % Interest</u>	<u>No. of Apartments</u>	<u>Total Undivided % Interest</u>
A	.69201	24	16.60824
A-1	.80739	1	.80739
B	.38448	23	8.84304
C	.38448	26	9.99648
C-1	.38448	1	.38448
D	.69201	24	16.60824
D-1	.80739	1	.80739
E	.69201	24	16.60824
E-1	.80739	1	.80739
F	1.07649	2	2.15298
G	.57663	3	1.72989
H	.80739	6	4.84434
J	1.07649	4	4.30596
K	.38448	4	1.53792
L	.69201	3	2.07603
P	1.88388	1	1.88388
Q	9.99811	<u>1</u>	<u>9.99811</u>
TOTALS		149	100.00000

Each apartment and its appurtenant Common Interest shall be leased to each purchaser by an Apartment Lease. The Developer intends to sell the apartments in the Residential Tower to third persons, and cause the Fee Owner (The First United Methodist Church) to join with the Developer to issue to each purchaser of a condominium unit in the residential tower a lease of such condominium unit and an undivided interest in the common elements of the Project.

USE: The proposed Declaration provides that the apartments in the residential tower shall be occupied and used only as private dwellings. The proposed Declaration provides that

the church apartment shall be occupied and used for all normal and reasonable church worship, charitable and educational activities and all other functions associated therewith including the charging of fees and all other associated uses permitted by law and that the residential area therein will be used as a private dwelling and may be rented for this purpose. The owners of apartments have the right to lease or rent their apartments to third parties, subject to all of the provisions of the Declaration and By-Laws which should be reviewed by the Purchaser.

OWNERSHIP TO TITLE: The Preliminary Report issued January 10, 1978, and updated on March 8, 1978, prepared by Long & Melone Ltd. of Honolulu, Hawaii, states that title to the land is vested in The First United Methodist Church. The Developer is the holder of development rights from the Church pursuant to that certain Development Agreement dated August 22, 1975, as amended.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report dated January 10, 1978, and updated March 8, 1978, prepared by Long & Melone Ltd. describes the following encumbrances:

1. For any taxes that may be due and owing, reference is made to the Office of the Tax Assessor, First Division.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

AS TO PARCEL FIRST ONLY:

3. Mortgage dated January 13, 1919, made by Board of Trustees of the First Methodist Episcopal Church of Honolulu, as Mortgagor, and Board of Home Missions & Church Extension of the Methodist Episcopal Church, as Mortgagee, recorded in the Bureau of Conveyances in Liber 507, Page 283.
4. Mortgage dated June 23, 1919, made by Board of Trustees of the First Methodist Episcopal Church of Honolulu, as Mortgagor, and Board of Home Missions & Church Extension of the Methodist Episcopal Church, as Mortgagee, recorded in said Bureau in Liber 524, Page 359.
5. Mortgage dated October 13, 1920, made by Board of Trustees of the First Methodist Episcopal Church of Honolulu, as Mortgagor, and Board of Home Missions & Church Extension of the Methodist Episcopal Church, as Mortgagee, recorded in said Bureau in Liber 575, Page 95.

AS TO PARCEL SECOND ONLY:

6. Mortgage dated July 11, 1918, made by Board of Trustees of the First Methodist Episcopal Church of Honolulu, as Mortgagor, and Board of Home Missions & Church Extension of the Methodist Episcopal Church, as Mortgagee, recorded in said Bureau in Liber 494, Page 462.

AS TO PARCEL THIRD ONLY:

7. Mortgage dated June 14, 1953, made by First Methodist Church of Honolulu, as Mortgagor, and Division of Home Missions & Church Extension of the Board of Missions & Church Extension of the Methodist Church as Mortgagee, recorded in said Bureau in Liber 2710, Page 335.

AS TO PARCELS FIRST, SECOND, THIRD AND FOURTH ONLY:

8. Mortgage dated February 21, 1958, made by First Methodist Church of Honolulu, as Mortgagor, and Division of National Missions of the Board of Missions of the Methodist Church, as Mortgagee, recorded in Liber 3402, Page 317.
9. Mortgage dated February 26, 1963, made by First Methodist Church of Honolulu, as Mortgagor, and Division of National Missions of the Board of Missions of the Methodist Church, as Mortgagee, recorded in Liber 4608, Page 474.
10. Mortgage dated November 19, 1965, made by First Methodist Church of Honolulu, as Mortgagor, and National Division of the Board of Missions of the Methodist Church, formerly known as Division of National Missions of the Board of Missions of the Methodist Church, as Mortgagee, recorded in Liber 5462, Page 117.

AS TO PARCEL FIFTH ONLY:

11. Mortgage dated March 20, 1963, made by First Methodist Church of Honolulu, as Mortgagor, and First National Bank of Hawaii, as Mortgagee, recorded in Liber 4501, Page 137.

The Developer has also informed the Commission that it will place a construction mortgage on its leasehold interest. The lien of all mortgages currently on the property will be released and discharged of record at the time of the execution of the Master Lease by the Developer. The lien of

the construction mortgage will be released and discharged of record as to each condominium apartment prior to its being transferred to a purchaser.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated April 18, 1978, with First Hawaiian Bank (the "Escrow"), as Escrow Agent, and Developer, has been filed with the Commission. On examination, the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended.

The executed Escrow Agreement provides in part that if at any time (a) Escrow receives written notice from Developer to return to a purchaser under a Sales Contract the funds of such purchaser then held by Escrow under the Escrow Agreement, or (b) with respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, there shall be any substantive change in the building plans of a type which gives Purchaser a right to cancel his Sales Contract pursuant to Chapter 514A of the Hawaii Revised Statutes (unless purchaser's written approval or acceptance of the specific change is obtained, or ninety (90) days have elapsed since the purchaser has accepted in writing the apartment or he has first occupied the apartment) or (c) the Final Report differs in a material respect from the Preliminary Report, and the purchaser's written approval of such change has not been obtained and the purchaser shall request the refund, or (d) the Final Report is not issued within one (1) year from the date of issuance of the Preliminary Report unless upon its issuance the Purchaser receipts for the same and the sales contract is nevertheless affirmed by the purchaser, then in any such event Escrow shall return such funds to the purchaser, without interest earned and furthermore unless Developer shall otherwise instruct Escrow, less: (1) Escrow's cancellation fee of either \$10.00, \$15.00 or \$25.00 per apartment, as set forth in paragraph 13 of the Escrow Agreement, (2) any mortgagee's cancellation fee, and (3) all other costs, if any, which have been incurred in connection with the Escrow mortgage processing, closing or legal documentation. The Escrow Agreement further provides that Escrow shall also return to purchaser his Sales Contract marked "cancelled" and any apartment lease previously delivered to Escrow shall be returned to Developer marked "cancelled" and any mortgage documents which may have been executed shall also be marked "cancelled" and returned to the mortgagee, if any, and Developer and the purchaser shall be deemed no longer bound by the terms of the Sales Contract; provided, however, that no refund shall be made to purchaser at purchaser's request

until Escrow has received written approval of such refund from Developer.

NOTE: Prospective purchasers should be aware that:

1. The Mortgage and other liens which will secure the Developer's first mortgage interim construction loan (renewals and extensions) for the construction of the Project shall be and remain at all times a superior lien on the Project, and purchasers intentionally waive and subordinate their interests under the Sales Contract or any reservation agreement in favor of the priority of all such liens.

2. The prospective purchaser is advised that the Developer is selling the units in the Project pursuant to the Developer's rights under the Development Agreement with The First United Methodist Church. If the development and construction of the Project is delayed due to matters or conditions beyond control of the Developer, the specimen Sales Contract reserves the right in the Developer to increase the total purchase price for the property after notice to the Purchaser by an amount not in excess of the property's proportionate share (approximately based on the property's percentage common interest as specified in the Sales Contract) of the total amount of such increases in development and construction costs. The specimen Sales Contract also provides that the contract constitutes only a reservation agreement until such time as the Seller mails a notice to the Buyer that the Seller has determined that the project can go forward. After that time the Sales Contract is binding. Prior to such time, either the Seller or the Buyer has an unconditional right to cancel the contract by written notice to the other. On cancellation by either party the Seller shall direct the escrow agent to refund to the Purchaser without interest all sums paid under the Sales Contract by the Purchaser less escrow's cancellation fee and any costs incurred by escrow or any lending institution in processing the Purchaser's loan application. In the event the Sales Contract is terminated, the Purchaser shall have no interests whatsoever in the land and shall have no right to require Seller or the Lessor of the Master Lease or anyone else to construct the condominium unit contracted for under the Sales Contract. If after the time at which the Sales Contract becomes binding the Developer defaults thereunder and the remedy of specific performance is not available to the Purchaser, the Purchaser is limited to the sum of \$200.00 as liquidated damages.

3. The specimen Sales Contract provides that funds in Escrow will accrue to and belong to Seller.

4. Purchaser should also note that the Sales Contract places restrictions on the Apartment Owners, precluding them from entering into any rental pool or other rental-sharing arrangements with other such Apartment Owners until after the expiration of fifteen (15) years from the date of recordation of purchaser's Apartment Lease.

5. As provided in Section D.23 of the Sales Contract, the purchaser acknowledges that minor construction activity may continue on the site after purchaser has occupied his apartment, which may result in noise, dust or other annoyances. In addition, as further provided in said Section D.23, the Developer's sales activities, including the use of model units and signs for sales displays and related activities, may continue until the last apartment in the Project is sold.

6. It is incumbent upon the prospective purchaser that he read with care the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of apartments are placed in trust, as well as the retention and disbursement of the proceeds of said trust fund.

7. Purchaser should note that the owners of apartments in the Residential Tower will be responsible for all of the expenses of limited common elements appurtenant to the Residential Tower as provided in the Declaration and the By-Laws. The owner of Apartment Q will be responsible for all of the expenses of limited common elements appurtenant to that apartment, also as provided in the Declaration and the By-Laws.

8. The purchaser's attention is directed to paragraph 6C, 9 and 15 of the Declaration and Section D.5 and D.6 of the Sales Contract, all of which reserves to the Developer a right to make certain amendments that may be necessary to comply with the provisions of law, the requirements of certain mortgagees, or to carry out the changes to the Project set forth in said paragraphs.

NOTE: Paragraph 9 of the Declaration provides that Developer reserves the right to: (1) combine two or more adjacent apartments in the Residential Tower and to redesign such apartments so as to convert such apartments into one or more apartments; or (2) divide one or more apartments in the Residential Tower and to redesign such apartments so as to convert a single apartment into two or more apartments. In the event of such combination or division of apartments, Developer shall reallocate the common interests appurtenant

to the affected apartments among the newly created apartments, which right shall be exercised by the filing of an amendment to the Declaration together with such amended floor plans to show the new layout, location, apartment numbers and dimensions of such apartments.

9. PURCHASERS ARE ADVISED THAT LIFE OF THE LAND AND OTHERS HAVE FILED A CIVIL COMPLAINT (NO. 54529) IN THE FIRST CIRCUIT COURT OF THE STATE OF HAWAII IN AN ATTEMPT TO PREVENT THE CONSTRUCTION OF THE PROJECT AS PLANNED. THE COMPLAINT HAS, ON NUMEROUS GROUNDS, ATTACKED THE VALIDITY OF THE APPROVAL GRANTED TO THE DEVELOPER BY THE CITY COUNCIL OF THE CITY AND COUNTY OF HONOLULU TO PROCEED WITH THE PROJECT. WHILE THE DEVELOPER WAS NOT NAMED AS A DEFENDANT IN THE COMPLAINT, THE DEVELOPER INTENDS TO INTERVENE IN THE LITIGATION AND TOGETHER WITH THE OFFICE OF THE CORPORATION COUNSEL OF THE CITY AND COUNTY OF HONOLULU PLANS TO DEFEND AGAINST THE LAWSUIT. PURCHASERS, HOWEVER, SHOULD BE AWARE THAT THEIR RIGHTS AS PURCHASERS OF UNITS IN THE PROJECT WILL BE AFFECTED BY AND ARE SUBJECT TO THE OUTCOME OF THIS LITIGATION. PURCHASERS ARE ADVISED TO SEEK THE OPINION OF THEIR OWN COUNSEL REGARDING THE EFFECT, IF ANY, WHICH THE LITIGATION MAY HAVE ON THE PURCHASERS' RIGHTS.

DECLARATION OF PRIVATE PARK: Pursuant to Ordinance 4621 of the City and County of Honolulu the Lessor and the Developer will record a Declaration of Restrictive Covenants for a Private Park for a portion of the land in the Project. This Declaration will constitute covenants running with the land and shall be binding on all purchasers of apartments in the Project. In accordance with the provisions thereof, certain open areas of the Project shall be preserved and perpetually maintained by the Association. The expenses of said maintenance shall be common expenses subject to lien and in the event of the Association's failure to enforce the covenants therein and the City and County of Honolulu is required to perform any of said maintenance, the cost thereof shall also be a common expense payable by the Apartment Owners.

MANAGEMENT OF THE PROJECT: The By-Laws vest in the Board of Directors (the "Board") the power and duties necessary for the administration of the overall affairs of the Project. The By-Laws submitted to the Commission permit the Developer to appoint the initial managing agent for the Project. The Developer has entered into a contract with the Hawaiiana Management Co., an affiliate of the Developer, as the initial managing agent.

DISCLAIMER: This project is a mixed-use project within which one apartment, designated as Apartment Q, shall be

owned, used and occupied by the Fee Owner and Lessor, the First Methodist United Church, for religious, charitable and educational purposes and assumes no liability for any noise, nuisance or inconvenience caused to any other apartment owner(s) by reason of such use.

STATUS OF PROJECT: Construction is planned to begin in September of 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 April 18, 1978, and information subsequently submitted as of May 26, 1978.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 996 filed with the Commission on April 18, 1978.

This Report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow in color.



(for) 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. 996

June 5, 1978

EXHIBIT

Assignment of Individual Parking Stalls

Each of the following assigned numbered parking stalls is a limited common element appurtenant to and for the exclusive use of the apartment number listed below:

<u>Apartment Number</u>	<u>Parking Stall Number</u>	<u>Apartment Number</u>	<u>Parking Stall Number</u>	<u>Apartment Number</u>	<u>Parking Stall Number</u>
301	143	1201	103	2105	201
303	145	1202	104	2201	203
304	146	1203	106	2202	205
305	149	1204	107	2203	206
401	142	1205	109	2204	208
Mgr. Unit	336	1401	110	2205	210
403	144	1402	112	2301	211
404	148	1403	113	2302	213
405	150	1404	115	2303	214
501	152	1405	116	2304	216
502	154	1501	118	2305	217
503	155	1502	253	2401	219
504	140	1503	252	2402	220
505	137	1504	251	2403	221
601	157	1505	249	2404	224
602	147	1601	268	2405	225
603	156	1602	284	2501	227
604	153	1603	283	2502	228
605	241	1604	266	2503	229
701	114	1605	264	2504	415
702	117	1701	282	2505	413
703	120	1702	281	2601	403
704	138	1703	280	2602	416
705	139	1704	278	2603	417
801	141	1705	277	2604	420
802	121	1801	275	2605	422
803	122	1802	273	2701	428
804	123	1803	272	2702	436
805	126	1804	271	2703	418
901	127	1805	263	2704	430
902	125	1901	262	2705	402
903	119	1902	260	2801	401
904	129	1903	259	2802	431
905	105	1904	257	2803	447
1001	133	1905	244	2804	446
1002	128	2001	242	2805	444
1003	132	2002	240	2901	407, 408
1004	130	2003	239	2903	443
1005	245, 246	2004	238	2904	434, 435
1101	124	2005	236	2905	432, 433
1102	108	2101	235	3001	409, 410
1103	105	2102	233	3003	412
1104	101	2103	232	3004	438, 439
1105	102	2104	230	3005	405, 406

<u>Apartment Number</u>	<u>Parking Stall Number</u>
3101	337, 338
3103	341, 347
3104	345, 346
3105	425, 426
3201	334, 335
3203	342, 343
3204	321, 322
3205	317, 318
3301	332, 333
3303	339, 340
3304	319, 320
3305	311, 312
3401	309, 310
3403	315, 316
3404	313, 314
3405	423, 424*
3504	330, 331

Q (Church) Stalls: 1 thru 94

Guest Stalls: 301 thru 308
323 thru 329

* The following extra stalls will be initially assigned to Apartment 3405 subject to possible sale and reassignment at a later date pursuant to the Declaration:

111	234	276
134	237	279
135	243	344
136	247	404
151	248	411
202	250	414
204	254	419
207	255	421
209	256	427
212	258	429
215	261	440
218	265	441
222	267	445
223	269	448
226	270	437
231	274	412

Note:

1. There are fifteen (15) guest parking stalls.
2. There are ninety-four (94) stalls for church use.
3. There are forty-eight (48) extra stalls preliminarily assigned to Apartment 3405.