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

EWA O'HANA
91-127 Ewa Beach Road
Ewa Beach, Hawaii

Registration No. 1019

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: December 1, 1978
Expires: January 1, 1980

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED July 14, 1978 AND INFORMATION SUBMITTED AS OF December 1, 1978. THE DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514A, HAWAII REVISED STATUTES.

1. EWA O'HANA is an existing seven (7) unit, fee simple condominium project consisting of six (6) one-story and one (1) two-story single family houses. Each house includes a carport or space set aside for parking.

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

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners and a copy of Approved Floor Plans) have been filed in the Office of the Recording Officer. The Declaration of Horizontal Property Regime, with By-Laws attached, have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 896141. The Approved Floor Plans showing the layout, location, dwelling numbers, etc., have been designated on Condominium File Plan No. 339.

4. No advertising or promotional material 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 514A, Hawaii Revised Statutes, and the Rules and Regulations promulgated thereunder which relate to Horizontal Property Regimes.

6. This Final Public Report is made a part of the registration of the EWA O'HANA condominium project. The Developer has the responsibility of placing a true copy of the Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers and obtaining a signed receipt therefor from such party.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, December 1, 1978, unless a Supplementary Report issues or the Commission upon review of the registration issues an order extending the effective period of this report.

NAME OF PROJECT: EWA O'HANA

LOCATION: The site, consisting of approximately .713 acres, is located on Ewa Beach Road, in Ewa Beach, Oahu, Hawaii.

TAX MAP KEY: First Division 9-1-5-19.

ZONING: R-6. (5,000 sq. ft., single family residential)

DEVELOPER: EWA O'HANA ASSOCIATES, a Hawaii Joint Venture, 745 Fort Street, Suite 412, Honolulu, Hawaii 96813, Telephone: 536-5303. The General Partners are Eugene K. Despain, 745 Fort Street, Suite 412, Honolulu, Hawaii and Sunshine Properties, Inc., 250 South Hotel Street, Honolulu, Hawaii.

ATTORNEY REPRESENTING DEVELOPER: Eugene K. Despain, 745 Fort Street, Suite 412, Honolulu, Hawaii 96813, Telephone: 524-6335.

DESCRIPTION: The Declaration of Horizontal Property Regime and plans submitted by Developer indicate a fee simple project consisting of seven (7) existing single-family residential buildings, each of which has appurtenant thereto a carport or open space allocated for parking. Each building shall contain one (1) single-family residential apartment (hereinafter called apartment building) consisting of one (1) or two (2) stories or levels and no basement, and is constructed principally of concrete or wooden walls, roofs, wood or concrete slabs on ground floor, wooden balconies, stairs and decking, gypsum board and allied building materials. Each apartment's plumbing disposal is serviced by cesspools. Each freehold apartment shall be deemed to include the spaces enclosed by and within the outside surfaces of the exterior walls, roofs, floors, footings and foundations. Each apartment shall also include all interior walls, partitions, and ceilings and the finished surfaces thereof and all fixtures installed therein and to any lanais, terraces, entries, decks, balconies, and carports or garages thereon.

The apartment buildings are constructed according to four (4) different floor plans. A description and number of each lot and the floor plans, (as outlined in file plan), designating the number of rooms and approximate area thereof is set forth as follows:

APT. and LOT NO. 1 consists of 5 rooms, including 2 bedrooms, 1 bathroom, a kitchen and a living room. This building contains a covered floor area of approximately 700 sq. ft. and a parking/laundry area of approximately 200 sq. ft.

APT. and LOT NO. 2 consists of 5 rooms, including 2 bedrooms, 1 bathroom, a kitchen and a living room. This building contains a covered floor area of approximately 700 sq. ft. and a parking/laundry area of approximately 200 sq. ft.

APT. and LOT NO. 3 consists of 5 rooms, including 2 bedrooms, 1 bathroom, a kitchen and a living room. This building contains a covered floor area of approximately 700 sq. ft. and a parking/laundry area of approximately 200 sq. ft.

APT. and LOT NO. 4 consists of 6 rooms, including 3 bedrooms, a kitchen, a living room and 1 bathroom. This building contains a covered floor area of approximately 1,001 sq. ft., including a carport and laundry area of approximately 295 sq.ft.

APT. and LOT NO. 5 consists of 6 rooms, including 3 bedrooms, a kitchen, a living room and 1 bathroom. This building contains a covered floor area of approximately 1,001 sq. ft. including a carport and laundry area of approximately 295 sq. ft.

APT. and LOT NO. 6 consists of 6 rooms, including 3 bedrooms, a kitchen, a living room and 1 bathroom. This building contains a covered floor area of approximately 1,603 sq. ft., including a carport of approximately 224 sq. ft., a laundry/ bathroom of 79.5 sq. ft. and a covered lanai of approximately 256 sq. ft.

APT. and LOT NO. 7 consists of 8 rooms, including 1 bedroom, a living/dining area, kitchen and a bathroom on the first level, and 2 bedrooms, a family room and a bathroom on the second level. This building contains a covered floor area of approximately 1,084 sq. ft., a parking area of approximately 552 sq. ft., a deck of approximately 424 sq. ft. on the first level and a deck of approximately 598.8 sq. ft. on the second level.

Each apartment has immediate access to the grounds of the Project.

The respective apartments shall not be deemed to include 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.

NOTE: The Declaration provides that the owner of any apartment shall have the right to alter the exterior and/or interior of his apartment, at any time, and from time to time solely by an amendment to the Declaration; provided, however, such alteration shall conform to the then existing zoning, building, and other codes.

COMMON ELEMENTS: The common elements will include all portions of the land and improvements other than the apartments, including specifically, but not limited to:

(a) Said land in fee simple;

(b) All yards, grounds, landscaped areas and uncovered walkways around and between said buildings not designated a part of the respective apartments;

(c) All roadways, stairways, sidewalks, driveways and retaining walls not designated as part of the respective apartments;

(d) All central and appurtenant installations for common services, including power, cesspools, water wells, light, water, telephone, television, sewer and trash disposal, and

(e) All other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the Project.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements," are hereby designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows: Each lot upon which the respective apartments are built shall be appurtenant to and for the exclusive use of such apartment, being designated on said condominium file plan as follows:

Apartment No. 1 -- Lot No. 1 (4,860 sf);

Apartment No. 2 -- Lot No. 2 (4,200 sf);

Apartment No. 3 -- Lot No. 3 (4,320 sf);

Apartment No. 4 -- Lot No. 4 (3,285 sf);

Apartment No. 5 -- Lot No. 5 (3,285 sf);

Apartment No. 6 -- Lot No. 6 (4,731 sf);

Apartment No. 7 -- Lot No. 7 (4,043 sf).

The driveways connecting the carport of each apartment to the public road or the roadway of the Project shall be deemed a limited common element appurtenant to and for the exclusive use of the apartment or apartments which are served thereby; and the stairways and walkways connecting the apartment to the roadway of the Project and/or to the carports of such apartments shall be deemed a limited common element appurtenant to and for the exclusive use of the apartment or apartments served thereby.

EASEMENTS: In addition to any exclusive easements established herein, the apartments and common elements shall have and be subject to the following easements:

(a) Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for, support, maintenance and repair of such apartment in the other common elements for use according to their respective purposes, subject always to the exclusive limited use of the limited common elements as provided herein, if any, and in all other apartments of the Project for support.

(b) If any part of the common elements now or hereafter encroaches upon any apartment or limited common element, if any, a valid easement for such encroachment and the maintenance thereof as long as it continues, shall and does exist. If any of said apartments are partially or totally destroyed and then rebuilt, minor encroachments by any common element due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided 1/7th fractional 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.

PURPOSE OF BUILDING AND RESTRICTION AS TO USE: The Declaration provides that the apartments shall be occupied and used only for living accomodations by the respective owners thereof, their tenants, families, domestic servants and personal guests, and for no other purposes. The apartment owners shall have the absolute right to lease or rent their apartments subject to the limitations, restrictions, covenants and conditions of the Declaration and By-Laws.

OWNERSHIP OF TITLE: The title report dated October 31, 1978, by First American Title Insurance Company, indicates that title to the land is vested in EWA O'HANA ASSOCIATES, a Hawaii Joint Venture.

ENCUMBRANCES AGAINST TITLE: The said title report indicates 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) The location of any seaward boundary in accordance with the laws of the State of Hawaii.

(3) Mortgage in favor of State Savings & Loan Association dated May 14, 1864, filed as Land Court Document No. 331772.

(4) Additional Charge Mortgage in favor of State Savings & Loan Association dated June 23, 1964, filed as Land Court Document No. 335071.

(5) Mortgage dated June 14, 1978, filed as Land Court Document No. 881556, in favor of August Medeiros Bettencourt, Jr. and Marie Chaves Bettencourt.

(6) The covenants, agreements, obligations, conditions and other provisions set forth in Declaration of Horizontal Property Regime dated June 30, 1978 filed as Land Court Document No. 896141 and the By-Laws attached thereto.

(7) Condominium File Plan No. 339 filed on September 5, 1978.

NOTE: Developer has advised the Commission that there will be partial releases from the mortgages above listed as items (3), (4) and (5) as the apartment units are sold.

PURCHASE MONEY HANDLING: A copy of the seven (7) executed Escrow Agreements covering each of the apartments in the project, dated July 12, 1978, between Developer and NATIONAL ESCROW CORPORATION, as Escrow, has been filed with the Commission. On examination, the executed Escrow Agreement filed with the Commission is found to be in compliance with Chapter 514A, Hawaii Revised Statutes; and particularly Sections 514A-39 and 514A-63 through 514A-66. Among other provisions, the executed Escrow Agreement states that a purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds to said purchaser, without interest, and less Escrow's $25.00 cancellation fee, if purchaser shall in writing request refund of his funds and any one of the following shall have occurred:

1. Escrow receives a written request from Developer to return to Purchaser the funds of such Purchaser then held under the Escrow Agreement by Escrow; or

2. If a purchaser's funds were obtained prior to the issuance of a Final Public Report and if 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 or acceptance of the specific change; or

3. If a purchaser's funds were obtained prior to the issuance of a Final Public Report and the Final Public Report differs in any material respect from the Preliminary Public Report, unless the Purchaser has given written approval or acceptance of the difference; or

4. If the Final Public Report is not issued within one (1) year from the date of issuance of the Preliminary Public Report; or

5. If a Buyer's funds were obtained prior to the issuance of a Final Public Report and the request is prior to the time the Final Public Report is issued.

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

NOTE: The specimen Sales Contract includes the following provisions:

1. The purchaser agrees that until the sale of all of the apartments in the Project, or until June 1, 1980, whichever shall first occur, the purchaser shall not enter into an agreement with any owner, purchaser, or lessee of another apartment in the Project and/or any third party under which purchaser agrees to share expenses and/or rentals of apartments in the Project, and that this agreement of the purchaser shall survive the issuance to the purchaser of the apartment deed conveying the premises and shall bind the purchaser's heirs, executors, administrators, successors and assigns during the term thereof.

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the proposed Declaration provide that the operation of the project may be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible Managing Agent. The Developer has selected as initial Managing Agent: SUNSHINE PROPERTIES, INC., 250 South Hotel Street, Honolulu, Hawaii 96813, one of the partners of the Developer.

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

STATUS OF PROJECT: The Developer advises that the apartments are all at least ten to twenty plus years old and are currently used as rental units on a month-to-month basis.

SPECIAL NOTATION: The Developer states that the buildings of the project were completed a number of years prior to the enactment of the existing Comprehensive Zoning Code (CZC), and the buildings are probably nonconforming structures under the CZC. Section 21-107(d) of the current CZC provides in part:

> "Nonconforming structure. A nonconforming structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
>
> (1) Enlargement or alteration. No nonconforming structure may be enlarged or altered in any way which increases its nonconformity.
>
> (2) Damage or destruction. If a nonconforming structure is destroyed by any means to an extent of more than 50% of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this Chapter."

Also, the buildings of the project may be built upon a lot that may be now nonconforming under the CZC. Section 21-107(e) of the CZC provides in part:

> "Nonconforming lots.
>
> (1) A nonconforming lot shall not be reduced in area or width.
>
> (2) Any conforming use or conforming structure on a nonconforming lot may be enlarged, extended, constructed, or moved so long as other requirements of this Chapter are met.
>
> (4) Any provision to the contrary notwithstanding, a single-family dwelling and customary accessory buildings may be erected on any nonconforming lot located in any district in which single-family dwellings are permitted."

The Developer advises:

> (1) That because of current zoning laws, variances may be required to repair apartment structures substantially damaged or destroyed by fire or other mishap.
>
> (2) That no warranties are made for the apartments and common elements.
>
> (3) That purchasers are advised to conduct their own inspection of the apartment they desire to purchase.

(4) That the apartments are to be sold on an "AS IS" condition.

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 July 14, 1978, and additional information submitted as of December 1, 1978.

This is a FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made part of REGISTRATION NO. 1019 filed with the Commission July 14, 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 white.

Mary V. Savio

(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. 1019
December 1, 1978