

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

FAIRWAY HOUSE
Makaleka Avenue
Date Street and Ekela Avenue
Honolulu, Hawaii

Registration No. 1074

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: February 15, 1979
Expires: March 15, 1980

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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED DECEMBER 29, 1978, AND ADDITIONAL INFORMATION SUBSEQUENTLY SUBMITTED AS OF FEBRUARY 7, 1979. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514A, HAWAII REVISED STATUTES.

1. FAIRWAY HOUSE is a proposed leasehold condominium project consisting of one hundred eighty-six (186) units arranged throughout a twenty-five story building. The structure will have 252 parking stalls (236 standard and 16 compact) in the basement and on four parking levels.
2. The Developer of the project has submitted to the Commission for examination all documents deemed

necessary for the registration of a condominium project and issuance of this Preliminary Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and a copy of the approved Floor Plans) have not been recorded in the Bureau of Conveyances.
4. Advertising and promotional matter has not been submitted to the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes 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, February 15, 1979, unless a Final or Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of the report.

NAME OF PROJECT: FAIRWAY HOUSE

LOCATION: The approximate 46,546 sq. ft. of land area to be committed to the regime consists of ten contiguous lots and is situated on Date Street, Makaleka Street and Ekela Avenue, in Honolulu, Hawaii.

TAX KEYS: FIRST DIVISION: 2-7-35-34, 35, 36, 38, 39, 40, 58, 59, 60 and 62.

ZONING: A-4 Apartment

DEVELOPER: FAIRWAY HOUSE ASSOCIATES, a Hawaii registered partnership whose general partners are SUNIGLOO LTD. and SUNIGLOO DEVELOPEMNT, INC., Hawaii corporations, both of whose business and post office addresses are Suite 312, 735 Bishop Street, Honolulu, Hawaii, Telephone: 524-6860 and GEORGE W. McLAUGHLIN, whose address is 1600 Kapiolani Boulevard, Suite 930, Honolulu, Hawaii, Telephone: 947-4533.

ATTORNEY REPRESENTING DEVELOPER: AXEL ORNELLES, 906 Financial Plaza of the Pacific, Honolulu, Hawaii, Telephone: 521-5027.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects this will be a leasehold condominium apartment complex consisting of 186 units in one twenty-five story building, constructed primarily of reinforced concrete.

There are 14 types of apartments designated type A, B, C, D, E, F, G, H, I, J, K, L, M, and N. There will be a basement parking area. The ground level will have a pool, pavillion, sauna, picnic area, and areas for handball, paddle tennis and suffleboard. The first, second, third and

fourth floors will have parking. The apartments are located on each of the 17 apartment floors which are designated floors five through twelve and fourteen through thirty-two. Each of these floors will have a total of ten apartments: One each of the one-bedroom apartments of type A and J and one each of the two-bedroom apartments of the B, C, D, E, F, G, H, and I types. Floors numbered twenty-three and twenty-four have six apartments. Four apartments are the K, L, M, and N types and two apartments are the types called E and F. The floor numbered twenty-five will have four apartments of the K, L, M, and N types. All apartments will be numbered and located as shown on the proposed Condominium Map.

The types of apartments are as follows:

<u>TYPE</u>	<u>NUMBER OF ROOMS</u>	<u>APT AREA SQ FEET</u>	<u>LANAI AREA SQ FEET</u>	<u>TOTAL AREA SQ FEET</u>
A and J	4 - living/dining room kitchen, one bedroom, one bath	621	68	689
B and I	6 - living/dining room kitchen, two bedrooms, two baths	718	71	789
C and H	6 - living/dining room, kitchen, two bedrooms, two baths	704	143	847
D and G	6 - living/dining room, kitchen, two bedrooms, two baths	736	71	807
E and F	6 - living/dining room, kitchen, two bedrooms, two baths	652	165	817
K and N	6 - living/dining room, kitchen, two bedrooms, two baths	1086	304	1390
L and M	6 - living/dining room, kitchen, two bedrooms, two baths	1010	304	1314

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as herein-after 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. Each apartment will have immediate access to the corridors, three elevators and one stairway, all such corridors, elevators and stairway being common elements, on each floor of the apartment building leading to the grounds of the Project.

Each unit contains a range with oven, refrigerator, dishwasher, garbage disposal, and washer/dryer and carpets and drapes in living rooms and bedrooms.

COMMON ELEMENTS: The proposed Declaration states that the common elements of the project include the following:

- (a) Said lands in fee simple;
- (b) The ten master leaseholds;
- (c) All foundations, columns, girders, beams, supports, bearing walls, roofs, chases, entry halls, stairs, walkways, entrances and exits of said buildings;
- (d) All yards, grounds, landscaping, planters fences, mailboxes, refuse facilities and loading zone;
- (e) All parking areas, driveways and walkways;
- (f) All ducts, electrical equipment, wiring and other central and appurtenant installations for services including power, light, cold and hot water, air conditioning, refuse, telephone, radio and television signal distribution;
- (g) Three automatic electric passenger elevators with elevator housing and appurtenant equipment;
- (h) The swimming pool, pavillion, sauna, picnic area and areas for handball, shuffleboard and paddle tennis;
- (i) The quest parking spaces numbered G1, G2, G3, G4, G5, G6, G7 and G8;
- (j) The private park created by Declaration of Restrictive Covenants.
- (k) All other parts of the project necessary or convenient to its existence, maintenance and safety or normally in common use for the operation of the building or the common elements.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements," are 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:

One (1) or more automobile parking spaces shall be assigned to each of the apartments upon the original conveyance thereof as shown on Exhibit attached hereto and shall be appurtenant thereto and for the exclusive use of such apartment. Each apartment shall always have at least one parking space appurtenant to it but otherwise any automobile parking space easement may be transferred from apartment to apartment in the project.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project as shown below herein called the "common interest."

Apartments A and J	.4925%
Apartments B,C,D,E,F,G,H,I	.5415%
Apartments K,L,M,N, (except 25K)	.6200%
Apartment 25K	.6250%

The aggregate of the common interests of all the owners shall be the basis for determination of assessments and allocations of common expenses, division and distribution of common profits, for voting in the Association of FAIRWAY HOUSE Condominium Apartment Owners, and for all other related purposes.

PURPOSE OF THE BUILDING AND RESTRICTIONS AS TO USE: The apartments shall be occupied and used only for residential purposes and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any business, trade or profession whatsoever. The foregoing notwithstanding, the Owners of the respective apartments shall have the absolute right to lease such apartments for residential or resort rental purposes on a daily or longer term subject to all provisions of the Declaration, and in accordance with the By-Laws of the Association of FAIRWAY HOUSE Condominium Apartment Owners, and the House Rules, as they exist or as they may be amended from time to time, and each Owner shall also observe, comply with and perform all applicable laws, ordinances, rules and regulations of all governmental agencies.

OWNERSHIP TO TITLE: A Commitment for Title Insurance dated December 27, 1978 prepared by First American Title Insurance Company, shows that title to the ten parcels of land making up the project is vested as follows:

<u>PARCEL</u>	<u>OWNER</u>
PARCEL FIRST Tax Map Key 2-7-35-34	KIICHI OSHIRO and SADAKO OSHIRO

PARCEL SECOND
Tax Map Key 2-7-35-35

PARCEL THIRD
Tax Map Key 2-7-35-40

PARCEL FOURTH
Tax Map Key 2-7-35-41

HAROLD SETSUO ISHII
(widower)

JERRY TANAKA and
MASAE K. TANAKA

JAMES YEE MARN and
HUNG NGO CHANG YEE MARN
(Husband and Wife)
(As TENANTS BY THE ENTIRETY)
(As to an undivided one-fifth
[1/5] interest) AND

JERRY S. TANAKA and
MASAE K. TANAKA
(Husband and Wife)
(As TENANTS BY THE ENTIRETY)
(As to an undivided one-fifth
[1/5] interest) AND

VICTORINO M. PIRES
(husband of Rose P. Pires) and
RAYMOND PIRES
(husband of Annie Yuk Hing
Chun Pires)
(AS TENANTS IN COMMON)
(As to an undivided one-fifth
[1/5] interest) AND

ROSE KAWASAKI (widow)
(As to an undivided one-fifth
[1/5] interest) AND

TORAO NAKAMURA and
DORIS MASUKO NAKAMURA
(Husband and Wife)
(AS TENANTS BY THE ENTIRETY)
(As to an undivided one-fifth
[1/5] interest)

PARCEL FIFTH
Tax Map Key 2-7-35-36

PARCEL SIXTH
Tax Map Key 2-7-35-38

PARCEL SEVENTH
Tax Map Key 2-7-35-39

PARCEL EIGHTH
Tax Map Key 2-7-35-62

PARCEL NINTH
Tax Map Key 2-7-35-60

RAYMOND PIRES, husband
of ANNIE YUK HING CHUN PIRES

ROSE KAWASAKI
(widow)

TORAO NAKAMURA and
DORIS MASUKO NAKAMURA

ROBERT MINORU HARADA
and SUMIE NAKO HARADA
(Husband and Wife) AND
HANA HARADA (widow)

ANNIE M. HEE and
JULIA HEE LEE

PARCEL TENTH
Tax Map Key 2-7-35-59

MINNIE KUDO SAIKI

PARCEL ELEVENTH
Tax Map Key 2-7-35-58

TED CHERMIN and VIOLET
M. CHERMIN, as Trustees
of the Ted Chermin Trust

NOTE: The Developer has submitted to the Commission Options to Lease all said parcels, dated November 13, 1978, expiring five months thereafter, together with copies of the Master Leases to be executed when the Option is exercised.

ENCUMBRANCES AGAINST TITLE: Said Commitment for Title Insurance shows said parcels are subject to the following encumbrances:

1. For any real property taxes that are due and owing reference is hereby made to the Office of the Tax Assessor of the First Taxation Division.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grants Numbered 2615 and 2608.

3. Grant dated January 29, 1944, recorded on February 9, 1944 in Book 1804, Page 351, in favor of THE HAWAIIAN ELECTRIC COMPANY, LIMITED and MUTUAL TELEPHONE COMPANY, both Hawaii corporations, granting a perpetual right and easement for underground pole and wire line purposes, over, through, upon, under and across a portion of the parcels of land herein described. (As to PARCELS FIRST, SECOND, FOURTH, FIFTH and SIXTH)

4. The right to use and maintain the cesspool presently connected or located on Lots G and H, C and D, and J and K, as contained in (i) Deed dated April 16, 1945, recorded on April 20, 1945 in Book 1884 Page 233; (ii) deed dated April 11, 1945, recorded on April 20, 1945, in Book 1884 Page 257; (iii) Deed dated April 16, 1945, recorded on April 23, 1945 in Book 1884 Page 341, and (iv) Deed dated July 13, 1945, recorded on August 18, 1945 in Book 1899 Page 271. (As to PARCELS FIRST, SECOND, FIFTH AND SIXTH)

5. Grant dated July 10, 1946, recorded on July 25, 1946 in Book 1974 Page 29, in favor of THE HAWAIIAN ELECTRIC COMPANY, LIMITED, a Hawaii corporation, and MUTUAL TELEPHONE COMPANY, also a Hawaii corporation, granting a perpetual right and easement for underground pole and wire line purposes, through, over, upon, under and across a portion of the parcel of land herein

described. (As to PARCEL SECOND, besides other lands)

6. The lien of any inheritance tax that may be found to be due and owing on the Estate of MASAKO ISHII, wife of Harold Setsuo Ishii, now deceased. Date of Death: April 7, 1966 in Honolulu, Hawaii. (As to PARCEL SECOND)

7. Mortgage dated July 31, 1967, recorded on July 31, 1967 in Book 5746 Page 137, made by KENNETH KAWASAKI and ROSE KAWASAKI, husband and wife, as Mortgagors, to THE LIBERTY BANK OF HONOLULU, a Hawaii corporation, as Mortgagee. Consideration: \$17,000.00. (As to PARCEL SIXTH)

8. Mortgage dated October 4, 1967, recorded on October 4, 1967 in Book 5816 Page 220, made by ROBERT MINORU HARADA and SUMIE NAKO HARADA, husband and wife, and HANA HARADA, widow, as Mortgagors, to FIRST NATIONAL BANK OF HAWAII, a national banking association (successor in trust to Cooke Trust Company, Limited), TRUSTEE OF FIRST NATIONAL BANK OF HAWAII COMMON TRUST FUND "B", as Mortgagee. Consideration: \$33,000.00. (As to PARCEL EIGHTH)

9. Mortgage dated February 26, 1971, recorded on March 8, 1971 in Book 7438 Page 52, made by KIICHI OSHIRO and SADAOKO OSHIRO, husband and wife, as Mortgagors, to INTERNATIONAL SAVINGS AND LOAN ASSOCIATION, LIMITED, a Hawaii corporation, as Mortgagee. Consideration: \$47,000.00 (As to PARCEL FIRST)

10. The Terms and Provisions and the Conditions and Restrictions, if any, contained in that certain unrecorded Trust Agreement dated June 8, 1972, under which the vestee holds title. (As to PARCEL ELEVENTH)

11. Supplemental Agreement of Sale dated February 21, 1975, recorded on April 4, 1975 in Book 10546 Page 573, made by and between JAMES YEE MARN and HONG NGO CHANG YEE MARN, also known as Esther Yee Marn, as Sellers, and JAMES YEE MARN, JR., husband of Jeane Marn, ANNABELLE MARN DUNN, wife of James K.M. Dunn, and ERIC YEE MARN, husband of Linda D. Marn, as Tenants in Common, as Purchasers (as to PARCEL FOURTH, besides other lands).

PURCHASE MONEY HANDLING: A copy of the Escrow Agreement, executed December 29, 1978, between NATIONAL ESCROW CORPORATION as Escrow and FAIRWAY HOUSE ASSOCIATES as Developer, has been submitted to the Commission as part of this registration. The specimen Sales Contract and the executed Escrow Agreement have been examined and found to be in consonance with Sections 514A-37, 514A-39 and 514A-63 through 514A-66, Hawaii Revised Statutes, as amended. Among other provisions the Escrow Agreement provides 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 cancellation fee of \$10.00 or \$25.00 and less the cost of credit reports, if any, if Purchaser shall have requested in writing refund of his funds and any one of the following shall have occurred:

(1) Seller has requested Escrow in writing to return to Purchaser the funds of such Purchaser then held hereunder 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 condominium building plans, subsequent to the execution of Purchaser's sales agreement, requiring the approval of a county officer having jurisdiction over the issuance of permits for construction of buildings, 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 request is made prior to the time the final public report is issued; or

(4) If the final report differs in any material respect from the preliminary public report, unless the Purchaser has given written approval or acceptance of the difference; or

(5) If the final public report is not issued within one year from the date of issuance of the preliminary public report.

Among other provisions the Sales Contract provides that in the event (a) less than one hundred twenty-one (121) apartments are sold prior to June 30, 1979, or (b) Seller is unable to obtain financing reasonably satisfactory to him for the development of the project as a condominium, Seller may in either of these cases at his option cancel this contract, refund to Buyer all monies paid without interest and be released of all further liability hereunder.

The specimen Sales Contract also provides: (1) Purchaser acknowledges and agrees that all security interest obtained by the Construction Lender as well as any extensions, renewals, and modifications thereof shall be and remain at all times a lien or charge on the project and that such liens and security interests shall have priority over any interest whatsoever that Purchaser may have obtained from the Sales Contract; (2) If Developer fails to exercise its option to lease any of the parcels of land or if for any reason the Developer's option to lease any of the parcels of land is terminated, the Sales Contract is automatically cancelled and Purchaser shall have no right to require Developer or owner of the land to construct the project or apartment covered by the Sales Contract; and (3) Purchaser will pay at the time of closing, all closing costs, including

but not limited to all escrow fees, conveyance taxes, all notary and recording fees, charges for Purchaser's credit report, costs for drafting of the mortgages and notes, and costs of the title report and any title insurance, abstract of title or certificate of title. Purchaser shall at the closing, prepay maintenance fee for a period of three (3) months, and prepay real property taxes for the remainder of the tax year.

It is incumbent upon the purchaser and prospective purchaser that he reads, with care, the Sales Contract and Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of units and all sums from any source are placed in trust, as well as the retention, disbursement and refund of said trust funds.

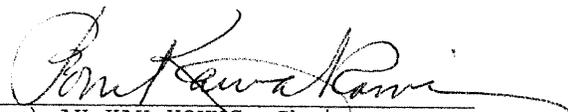
MANAGEMENT AND OPERATION: The Declaration of Horizontal Property Regime states that the administration of the project shall be vested in the Association of FAIRWAY HOUSE Condominium Owners, whose members include all of the owners of apartment units, in accordance with the By-Laws of the Association. The By-Laws vest the Board of Directors with the authority to employ and at all times maintain a responsible managing agent. The specimen Contract of Sale and Declaration of Horizontal Property Regime represents that the Developer will employ BISHOP TRUST COMPANY, LIMITED, 140 South King Street, Honolulu, Hawaii 96813, as the initial managing agent.

STATUS OF PROJECT: No building contract has been executed as of the date of this Preliminary Public Report. It is anticipated that groundbreaking and commencement of building will start during the week of March 30, 1979. Construction time is estimated to be fifteen (15) months.

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 January 8, 1979, and information subsequently filed as of February 7, 1979.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1074 filed with the Commission on January 8, 1979.

The 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 DEPARTMENT, CITY AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

Registration No. 1074
February 15, 1979

PARKING STALLS EXHIBIT

<u>Apt.</u>	<u>Stall</u>	<u>Apt.</u>	<u>Stall</u>	<u>Apt.</u>	<u>Stall</u>	<u>Apt.</u>	<u>Stall</u>
5A	441	10A	452	16A	521	21A	532
5B	536	10B	505	16B	345	21B	437
5C	330	10C	319	16C	307	21C	235
5D	431	10D	408	16D	251	21D	134
5E	432	10E	411	16E	252	21E	136
5F	433	10F	412	16F	253	21F	137
5G	434	10G	413	16G	254	21G	138
5H	331	10H	320	16H	308	21H	236
5I	537	10I	506	16I	346	21I	438
5J	442	10J	453	16J	522	21J	533
6A	443	11A	513	17A	523	22A	534
6B	538	11B	507	17B	347	22B	435
6C	328	11C	317	17C	305	22C	233
6D	427	11D	404	17D	336	22D	139
6E	428	11E	405	17E	337	22E	140
6F	429	11F	406	17F	338	22F	141
6G	430	11G	407	17G	340	22G	240
6H	329	11H	318	17H	306	22H	234
6I	539	11I	508	17I	348	22I	436
6J	444	11J	514	17J	524	22J	535
7A	445	12A	515	18A	526	23E	201
7B	540	12B	511	18B	349	23F	202
7C	326	12C	315	18C	303	23K	205-206
7D	422	12D	241	18D	332	23L	207-208
7E	423	12E	401	18E	333	23M	211-212
7F	424	12F	402	18F	334	23N	213-214
7G	426	12G	403	18G	335		
7H	327	12H	316	18H	304	24E	203
7I	542	12I	512	18I	351	24F	204
7J	446	12J	516	18J	527	24K	215-216
						24L	217-218
8A	447	14A	517	19A	528	24M	219-220
8B	501	14B	341	19B	352	24N	221-222
8C	323	14C	313	19C	301		
8D	418	14D	242	19D	126	25L	226-227
8E	419	14E	243	19E	127	25M	229-230
8F	420	14F	244	19F	128	25N	231-232
8G	421	14G	245	19G	129	25K	223-224
8H	324	14H	314	19H	302	*101,102,103,104	
8I	502	14I	342	19I	353	105,106,107,108	
8J	448	14J	518	19J	529	109,110,111,112	
						113,114,115,116	
9A	450	15A	519	20A	530	117,118,119,120	
9B	503	15B	343	20B	354	121,122,123,124	
9C	321	15C	311	20C	237	125,135c,209	
9D	414	15D	246	20D	130	210c,225c,228	
9E	415	15E	247	20E	131	239c,250c,309	
9F	416	15F	248	20F	132	310c,325c,339c	
9G	417	15G	249	20G	133	350c,409,410c	
9H	322	15H	312	20H	238	425c,439c,449c	
9I	504	15I	344	20I	440	509,510c,525c	
9J	451	15J	520	20J	531	541c	

*all stalls
except 223-224
are available
for purchase.
c= compact stall

GUEST PARKING:

G1, G2, G3, G4, G5, G6, G7, G8