

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

ALOHA SURF HOTEL
444 Kanekapolei Street
Honolulu, Hawaii

REGISTRATION NO. 1099 (CONVERSION)

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: November 12, 1981
Expires: December 12, 1982

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 purchaser and prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED FEBRUARY 28, 1979, AND ADDITIONAL INFORMATION SUBSEQUENTLY SUBMITTED AS OF NOVEMBER 6, 1981. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. Since the issuance of the Commission's Preliminary Public Report of April 25, 1979, and the Supplementary Public Report of January 19, 1981, on ALOHA SURF HOTEL, Registration No. 1099, the Developer reports

that changes have been made in the plans or set-up of the project. The changes subsequently made are determined to be a material revision to the information disclosed earlier.

2. The Developer has requested and the Commission has granted an extension of the Supplementary Public Report to expire November 25, 1981.

3. 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.

4. The Developer advises that the Declaration of Horizontal Property Regime dated September 28, 1981, with By-Laws of the Association of Apartment Owners annexed thereto have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1091509. The approved floor plans have also been filed in said Office of the Assistant Registrar and designated Condominium Map No. 468.

5. Advertising and promotional matter has been filed pursuant to the rules and regulations promulgated by the Commission.

6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of the Horizontal Property Act, Chapter 514A of the Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.

7. This Final Public Report is made a part of the registration on the ALOHA SURF HOTEL condominium project. The Developer has the responsibility of placing a true copy of this Final Public Report (white paper stock) with attached amended Disclosure Abstract in the hands of all purchasers or prospective purchasers together with a copy of the Preliminary Public Report (yellow paper stock) and Supplementary Public Report (pink paper stock) and obtaining a Receipt therefor from each purchaser.

8. This Final Public Report automatically expires thirteen (13) months after the date of issuance, November 12, 1981, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the period of this report.

The information disclosed in the Preliminary Public Report of April 25, 1979 and the Supplementary Public Report of January 19, 1981 and its extension thereof in the topical headings hereinafter set forth has been amended. Information disclosed in the remaining topical headings has not been disturbed.

DESCRIPTION: The revised Declaration of Horizontal Property Regime and plans submitted by the Developer describe a fee simple condominium project which consists of a fifteen-(15) story building constructed principally of reinforced concrete, steel and aluminum. The building was constructed in accordance with plans and specifications (herein referred to as "Plans") certified by Ernest H. Hara, Registered Architect.

The building contains a total of two hundred four (204) residential apartments.

There are thirty (30) parking stall apartments located in the basement of the building and ten (10) parking stall apartments located on the northeast side of the building.

There are ten (10) commercial apartments in the project.

1. Division of Project. The project is hereby divided into the following freehold estates:

- (a) Two hundred four (204) residential apartments;
- and (b) Forty (40) parking stall apartments;
- (c) Ten (10) commercial apartments.

Each such estate is also sometimes referred to herein as an "Apartment", which means a residential apartment, a parking stall apartment or a commercial apartment, as more particularly described in this Declaration, depending on the context.

2. Description of Residential Apartments.

(a) Twenty (20) apartments are located on each of the second and third floors; fourteen (14) apartments are located on each of the fourth through the fifteenth floors (there is no thirteenth floor), and ten (10) apartments are located on the Penthouse floor.

(b) Apartments 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218 and 219 are located on the second floor of the building.

(c) Apartments 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318 and 319 are located on the third floor of the building.

(d) Apartments 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412 and 413 are located on the fourth floor of the building.

(e) Apartments 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512 and 513 are located on the fifth floor of the building.

(f) Apartments 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612 and 613 are located on the sixth floor of the building.

(g) Apartments 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712 and 713 are located on the seventh floor of the building.

(h) Apartments 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812 and 813 are located on the eighth floor of the building.

(i) Apartments 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912 and 913 are located on the ninth floor of the building.

(j) Apartments 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012 and 1013 are located on the tenth floor of the building.

(k) Apartments 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112 and 1113 are located on the eleventh floor of the building.

(l) Apartments 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212 and 1213 are located on the twelfth floor of the building.

(m) Apartments 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412 and 1413 are located on the fourteenth floor of the building.

(n) Apartments 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512 and 1513 are located on the fifteenth floor of the building.

(o) Apartments PH-A, PH-B, PH-C, PH-D, PH-E, PH-F, PH-G, PH-H, PH-I and PH-J are located on the Penthouse floor of the building.

(p) There are thirty-four (34) different types of apartments designated as follows:

Type A1: Apartments 203, 205, 215, 303, 305 and 315 each contains a living area and one (1) bath and a total area of approximately 175 square feet.

Type A2: Apartments 204 and 304 each contains a living area and one (1) bath and a total area of approximately 183 square feet.

Type B1: Apartments 200, 219, 300 and 319 each contains a living area and one (1) bath and a total area of approximately 218 square feet.

Type B2: Apartments 208, 209, 217, 308, 309 and 317 each contains a living area and one (1) bath and a total area of approximately 219 square feet.

Type B3: Apartments 201, 206, 211, 212, 214, 301, ~~306~~, ~~311~~, 312 and 314 each contains a living area and one (1) bath and a total area of approximately 222 square feet.

Type B4: Apartments 413, 513, 613, 713, 813, 913, ~~1013~~, ~~1113~~, 1213, 1413 and 1513 each contains a living area and one (1) bath and a total area of approximately 223 square feet.

Type B5: Apartments 207, 210, 307 and 310 each contains a living area and one (1) bath and a total area of approximately 224 square feet.

Type B6: Apartments 202 and 302 each contains a living area and one (1) bath and a total area of approximately 226 square feet.

Type B7: Apartments 216 and 316 each contains a living area and one (1) bath and a total area of approximately 228 square feet.

Type B8: Apartments 213 and 313 each contains a living area and one (1) bath and a total area of approximately 229 square feet.

Type B9: Apartments 218 and 318 each contains a living area and one (1) bath and a total area of approximately 253 square feet.

Type C1: Apartments 400, 500, 600, 700, 800, 900, ~~1000~~, ~~1100~~, 1200, 1400 and 1500 each contains a living area, one (1) bath and a lanai and a total area of approximately 261 square feet.

Type C2: Apartments 412, 512, 612, 712, 812, 912, ~~1012~~, ~~1112~~, 1212, 1412 and 1512 each contains a living area, one (1) bath and a lanai and a total area of approximately 301 square feet.

Type C3: Apartments 402, 410, 502, 510, 602, 610, ~~702~~, ~~710~~, 802, 810, 902, 910, 1002, 1010, 1102, 1110, 1202, 1210, 1502 and 1510 each contains a living area, one (1) bath and a lanai and a total area of approximately 335 square feet.

Type D1: Apartments 401, 407, 501, 507, 601, 607, 701, 707, 801, 807, 901, 907, 1001, 1007, 1101, 1107, 1201, 1207, 1401, 1407, 1501 and 1507 each contains a living area, a kitchen area, one (1) bath and a lanai and a total area of approximately 360 square feet.

Type D2: Apartments 406, 506, 606, 706, 806, 906, 1006, 1106, 1206, 1406 and 1506 each contains a living area, a kitchen area, one (1) bath and a lanai and a total area of approximately 361 square feet.

Type D3: Apartments 403, 503, 603, 703, 803, 903, 1003, 1103, 1203 and 1503 each contains a living area, a kitchen area, one (1) bath and a lanai and a total area of approximately 363 square feet.

Type D4: Apartments 405, 408, 505, 508, 605, 608, 705, 708, 805, 808, 905, 908, 1005, 1008, 1105, 1108, 1205, 1208, 1405, 1408, 1505 and 1508 each contains a living area, a kitchen area, one (1) bath and a lanai and a total area of approximately 365 square feet.

Type D5: Apartments 404, 504, 604, 704, 804, 904, 1004, 1104, 1204, 1404 and 1504 each contains a living area, a kitchen area, one (1) bath and a lanai and a total area of approximately 367 square feet.

Type D6: Apartments 411, 511, 611, 711, 811, 911, 1011, 1111, 1211, 1411 and 1511 each contains a living area, a kitchen area, one (1) bath and a lanai and a total area of approximately 374 square feet.

Type D7: Apartments 409, 509, 609, 709, 809, 909, 1009, 1109, 1209 and 1509 each contains a living area, a kitchen area, one (1) bath and a lanai and a total area of approximately 386 square feet.

Type E: Apartments 1402 and 1410 each contains a living area, one (1) bath and a lanai and a total area of approximately 335 square feet.

Type F1: Apartment 1403 contains a living area, a kitchen area, one (1) bath and a lanai and a total area of approximately 363 square feet.

Type F2: Apartment 1409 contains a living area, a kitchen area, one (1) bath and a lanai and a total area of approximately 386 square feet.

Type G1: Apartment PH-H contains a living area, one (1) bath and a lanai and a total area of approximately 416 square feet.

Type G2: Apartment PH-I contains a living area, one (1) bath and a lanai and a total area of approximately 491 square feet.

Type G3: Apartment PH-J contains a living area, one (1) bath and a lanai and a total area of approximately 503 square feet.

Type G4: Apartment PH-A contains a living area, one (1) bath and a lanai and a total area of approximately 529 square feet.

Type H1: Apartment PH-F contains a living area, one (1) bedroom, one (1) bath and a lanai and a total area of approximately 536 square feet.

Type H2: Apartment PH-E contains a living area, one (1) bedroom, one (1) bath and a lanai and a total area of approximately 559 square feet.

Type H3: Apartment PH-D contains a living area, one (1) bedroom, one (1) bath and a lanai and a total area of approximately 591 square feet.

Type H4: Apartment PH-B contains a living area, one (1) bedroom, one (1) bath and a lanai and a total area of approximately 649 square feet.

Type H5: Apartment PH-G contains a living area, one (1) bedroom, one (1) bath and a lanai and a total area of approximately 672 square feet.

Type H6: Apartment PH-C contains a living area, one (1) bedroom, one (1) bath and a lanai and a total area of approximately 727 square feet.

3. Residential Apartment Access. Each of the residential apartments has access to hallways which lead to elevators and/or stairways, providing access to the elevator lobbies and walkways which lead to the adjoining public streets and to the parking areas.

4. Description of Parking Stall Apartments. Forty (40) parking stall apartments numbered 1-30, which are located in the basement, and 1-10, which are located on the northeast side of the building, are hereby designated within the perimeter of the painted "striping", which spaces, together with appurtenant access to and from every parking stall apartment over and through the access ramps to and from Kanekapolei Street and Ala Wai Boulevard (as applicable) as designated on said plans.

5. Description of Commercial Apartments. There are ten (10) commercial apartments. Nine (9) commercial apartments, designated C-1 through C-9, inclusive, are located on the first floor of the building. One (1) commercial apartment, designated HC-1, is

made up of spaces located on the first floor of the building and in the basement. Each commercial apartment shall be a separate apartment. Each of the commercial apartments has access via the common areas, elevators, stairs, walkways and driveways to the adjacent public streets.

The commercial apartments have been renumbered as shown on the revised Condominium Map and are as set forth below:

(1) Commercial apartment C-1 contains a total area of 681 square feet.

(2) Commercial apartment C-2 contains one (1) bath and a total area of 363 square feet.

(3) Commercial apartment C-3 contains one (1) bath and a total area of 482 square feet.

(4) Commercial apartment C-4 contains one (1) bath and a total area of 624 square feet.

(5) Commercial apartment C-5 contains a total area of 1,226 square feet.

(6) Commercial apartment C-6 contains a total area of 575 square feet.

(7) Commercial apartment C-7 contains one (1) bath and a total area of 494 square feet.

(8) Commercial apartment C-8 contains a total area of 552.25 square feet.

(9) Commercial apartment C-9 contains a total area of 437 square feet.

(10) Commercial apartment HC-1 contains the following: one (1) room and reception desk area on the first floor containing an area of 477 square feet; a luggage room on the first floor containing an area of 64.75 square feet; a laundry and housekeeping room in the basement containing an area of 962.25 square feet; a storage room in the basement containing an area of 114.25 square feet; and a restroom in the basement containing an area of 33.75 square feet. Commercial apartment HC-1 contains a total area of 1,652 square feet.

6. Limits of Residential Apartments. Each residential apartment shall be deemed to include the space within its boundaries as indicated on the Condominium Map and shall be deemed to include all nonload-bearing walls and partitions and the inner decorated or finished surfaces of all walls, floors and ceilings within the perimeter walls of the apartment, including paint, wallpaper or the like, carpeting, floor covering, exterior glass, the entrance door and built-in fixtures,

and the adjacent lanai, if any. Additionally, an apartment which has a lanai shall include the sliding doors, windows and glass walls and the frames thereof which separate the lanai from the rest of the apartment. The respective residential 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 lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided.

7. Limits of Parking Stall Apartments. Each parking stall apartment shall be limited within the perimeter of the painted striping. Each parking stall apartment shall include the space within its respective boundaries and shall include the air space up to a height, measured perpendicularly from the floor, of 6 feet, 6 inches.

8. Limits of Commercial Apartments. Each commercial apartment shall include the space within its boundaries as indicated on the Condominium Map and shall be deemed to include all of the nonload-bearing walls and partitions within its perimeter walls and the inner decorated or finished surfaces of all walls and floors within its perimeter walls up to the ceiling or in those apartments in which the ceiling is a concrete slab, up to such concrete slab. Additionally, the exterior boundary of each commercial apartment is deemed to include the undecorated or unfinished surfaces of the interior perimeter walls or interior load-bearing walls, including all glass walls and the furred ceiling or undecorated or unfinished surface of the concrete slab ceiling of such apartment, as the case may be. The unfinished surfaces of the floors of each commercial apartment and any pipes, wires, conduits, or other utility lines running through such commercial apartment which are utilized for or which serve more than one commercial apartment, the same being deemed common elements as hereinafter provided.

COMMON ELEMENTS: The revised Declaration states that one freehold estate is designated in all remaining portions of the project, therein called the "common elements", including specifically but not limited to:

- (a) Said land in fee simple;
- (b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, walkways, entrances and exits of said building;
- (c) All recreation facilities, including the swimming pool and appurtenant deck area;

(d) All yards, grounds and landscaping, garden areas, refuse facilities, restrooms for common use, switch room, transformer room, lobby area and boiler room;

(e) All driveways, parking areas and loading areas;

(f) All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any;

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

LIMITED COMMON ELEMENTS: The revised Declaration states that certain parts of the common elements, therein called the "limited common elements", are designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows:

(a) The following are limited common elements appurtenant to and for the exclusive use of all the commercial apartments: the plumbing, electrical or other utility systems or components thereof serving more than one commercial apartment but excluding any portion of such facilities serving the residential apartments or the limited common elements appurtenant thereto and provided, however, that if at any time there shall be only one commercial apartment, then such utility systems serving such apartment or limited common elements appurtenant thereto shall be limited common elements appurtenant to that apartment to the extent that any such system or component thereof is located outside the boundaries of such apartment;

(b) All linen storage closets located on the second through Penthouse floors, inclusive, and the linen chutes shall be appurtenant to and for the exclusive use of Commercial Apartment HC-1.

(c) All driveways and ramps leading from the public streets to the basement of the building and from the public streets to the ground floor parking area shall be appurtenant to and for the exclusive use of the parking stall apartments.

(d) All electrical, plumbing, telephone, cable television or other utility systems or any component thereof serving or for the exclusive use of only one apartment or one or more limited common elements appurtenant to only one apartment, to the extent such

system is located outside the boundaries of such apartments as described herein, shall be a limited common element appurtenant to such apartment.

(e) Notwithstanding any provision in the Declaration to the contrary, all costs and expenses, including but not limited to, maintenance, repair, replacement, additions and improvements to any of the aforementioned limited common elements of the project shall be charged to the owner of the apartment or apartments to which the limited common element is appurtenant. If a limited common element is appurtenant to more than one apartment all such costs and expenses shall be borne on a pro rata basis among such apartments.

INTEREST TO BE CONVEYED TO PURCHASERS: The revised Declaration states that each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project (herein called the "common interest"), and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting. A revised schedule of common interest for each apartment is set forth on Exhibit "A" attached hereto and made a part hereof.

EASEMENTS: The revised Declaration provides that in addition to any easements designated in the limited common elements, the apartments and common elements shall have and be subject to the following easements:

1. Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements, if any, as herein provided; and in all other apartments of the building in which such apartment is located for support.

2. If any part of the common elements encroaches upon any apartment or limited common element or if any apartment or limited common element encroaches upon the common elements, or if any apartment or limited common element encroaches upon any other apartment or limited common element, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event any buildings of the project shall be partially or totally destroyed and then rebuilt or in the event of any shifting, settlement or movement of any portion of the project, minor encroachments of any parts of the common elements or apartments or limited common elements due to such construction, shifting, settlement or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

3. The Association of Apartment Owners of the project shall have the right, to be exercised by

its Board of Directors or Managing Agent, to enter any apartments and limited common elements, if any, from time to time during reasonable hours as may be necessary for the operation of the project or at any time for making emergency repairs therein required to prevent damage to any apartments or common elements or for the installation, repair or replacement of any common elements.

4. The Developer shall have the right to conduct extensive sales activities on the project, including the use of model apartments, sales and management offices, and extensive sales displays and activities until the earlier to occur of (a) eighteen (18) months from the date of the recording in the Bureau of Conveyances of the first apartment deed or (b) the closing of the sale of the last unsold apartment in the project. In the event that the Developer is unable to sell all of the apartments within the eighteen (18) month period, the Developer shall have the right to conduct sales activities on the project until the closing of the sale of the last unsold apartment in the project provided that such sales activities are conducted in an unobtrusive manner which will not unreasonably interfere with the use, possession, and aesthetic enjoyment of the project by the other apartment owners. In the event that the Developer's mortgage lender or any successor to or assignee of the Developer's mortgage lender shall acquire any portion of the project in the course of any foreclosure or other legal proceeding or by an assignment in lieu of foreclosure, such mortgage lender, its successors and assigns, shall have the right to conduct such extensive sales activities on the project until at least ninety-five percent (95%) of all of the apartments have been sold and closed, notwithstanding the foregoing.

5. The Developer, its agents, employees, contractors, licensees, successors, and assigns shall have an easement over and upon the project as may be reasonably necessary for the completion of the planned renovations to the improvements and correction of defects in the project. Such easement shall terminate twenty-four (24) months after the later of (i) the date of the recording in the Bureau of Conveyances of the state of Hawaii of the first apartment deed, or (ii) "substantial completion" (as the term is used in Chapter 507, Part II, Hawaii Revised Statutes) of the planned renovations.

6. The Developer hereby reserves the right to grant or lease to any public utility, governmental authority, State of Hawaii, County of Hawaii, or agencies thereof, or other corporation, partnership, association or individual, any and all easements for drainage, sewer and water pipelines, electrical and telephone lines and any utilities together with the right to grant or lease such rights-of-way over, across and under said property for the construction, reconstruction, installation, maintenance and operation of such pipes, lines and other transmission facilities and appurtenances for

electricity, gas, telephone, water, sewer, drainage and other public services and utilities, and the right to enter for such purposes and to repair such facilities and to trim any trees in the way of such lines.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The paragraph in the Preliminary Public Report dated April 25, 1979 has been deleted in its entirety and the following has been substituted:

1. Residential Apartments. The residential apartments are intended and shall be used for residential purposes by the respective owners thereof, their tenants, families, domestic servants and social guests, subject to such limitations as may be contained herein or in the By-Laws of the Association attached hereto.

NOTE: The Developer advises that the express authorization for time-sharing use of the apartments in the Project contained in the proposed Declaration has been deleted.

2. Parking Stall Apartments. The parking stall apartments are intended and shall be used for the parking of motor vehicles, subject to such limitations as may be contained herein or in the aforesaid By-Laws.

3. Commercial Apartments. The commercial apartments are intended and shall be used primarily for commercial uses and for offices. The commercial apartments shall be subject to such limitations as may be contained herein or in the aforesaid By-Laws.

OWNERSHIP OF TITLE. A Preliminary Title Report dated October 26, 1981, issued by Security Title Corporation discloses that the Developer is now the owner in fee simple of the Project lands.

ENCUMBRANCES AGAINST TITLE. Said Preliminary Title Report dated October 26, 1981, issued by Security Title Corporation discloses the following encumbrances against title:

1. Perpetual covenant as set forth in that certain Deed dated July 6, 1927, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 13321.

2. A Master Plan setback line, as shown on Map 25, as set forth by Land Court Order No. 26774, filed February 14, 1967.

3. Any and all existing unrecorded Leases and Subleases.

4. Mortgage dated August 20, 1981, filed in said Office of the Assistant Registrar as Document No. 1086056, made by A.S.H. PARTNERS, as Mortgagor to BANK OF HAWAII, a Hawaii corporation, as Mortgagee.

5. Mortgage dated August 17, 1981, filed in said Office of the Assistant Registrar as Document No. 1086057, made by A.S.H. PARTNERS, as mortgagor, to HAWAII THRIFT & LOAN, INCORPORATED, a Hawaii corporation as mortgagee.

6. Assignment of Rents dated August 17, 1981, filed in said Office of the Assistant Registrar as Document No. 1086058, in favor of HAWAII THRIFT & LOAN, INCORPORATED.

7. Undated Financing Statement recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15839, Page 306.

8. For real property taxes which may be due and owing, reference is made to the Office of the Tax Assessor, First Division.

9. Covenants, agreements, obligations, conditions and other provisions set forth in that certain Declaration of Horizontal Property Regime dated September 28, 1981 filed in the Office of the Assistant Registrar as Document No. 1091509. (Condominium Map No. 468.)

NOTE: The Developer advises that items 3 through 7 above will be partially released and/or removed prior to the recordation of the Apartment Deed conveying to a prospective purchaser the purchaser's apartment in the Project.

PURCHASE MONEY HANDLING: Paragraphs 7 and 8 under this heading which appear on pages 6 and 7 of the Supplementary Public Report of January 19, 1981, are hereby amended to read as follows:

7. No Rental Pool. Buyer hereby agrees for the sole benefit of Seller that until Seller has closed out the sale of all the apartments in the condominium project or until December 31, 1981, whichever shall first occur, that Buyer will not enter into any "rental pool" or similar agreement with any purchaser, lessee or owner of another apartment in the condominium project and/or any third party under which Buyer agrees to share expenses and/or rentals of apartments in the condominium project. This agreement of Buyer shall survive the issuance to Buyer of the Conveyance Document described in Paragraph "A" above, and shall bind Buyer's heirs, personal representatives, successors and assigns during the term thereof. In the event of Buyer's breach of the agreement contained in this paragraph, the parties hereto understand and agree that the injury to Seller will be uncertain as to nature and amount and difficult and expensive to ascertain. Therefore, in the event of a breach of said agreement by Buyer, the parties hereto agree that Seller may obtain an injunction from any court of competent jurisdiction enjoining Buyer from breaching said agreement. Seller may,

in addition to obtaining injunctive relief, pursue any other remedy, including seeking damages caused by such breach, as are permitted in law or equity. All costs and expenses, including reasonable attorneys' fees, incurred by Seller in connection with a breach of said agreement by the Buyer, shall be borne by the Buyer.

SPECIAL NOTATIONS BY DEVELOPER:

All special notations contained on pages 9, 10 and 11 of the Preliminary Public Report of April 25, 1979 are hereby deleted in their entirety and the following substituted in lieu thereof:

1. The existing building is nonconforming structure under the Comprehensive Zoning Code ("CZC") of the City and County of Honolulu, which is defined as a structure which was previously lawful but which does not now comply with the present regulations of the district in which it is located as a result of the new CZC regulations.

Under the existing Waikiki Special Design District regulations, the following excerpt from Ordinance No. 4573 states:

"In case of total destruction, a non-conforming use structure may be replaced by a new structure containing either (1) up to the same floor area of the structure prior to its destruction, with the same use, or (2) up to the permitted floor area limit stipulated by this ordinance for similar uses, whichever is less. In any event, the new structure shall comply with the height and setback requirements of the Urban Design Controls and other applicable regulations set forth by this ordinance."

2. Purchasers are advised that any and all representations, advice or discussion of the cash flow, vacancy factors, costs, expenses or projected income or projected expenses or similar items regarding the current or prospective operation of the Aloha Surf Hotel by any person in connection with the sale of the condominium units are not authorized by the Developer and the Developer specifically disclaims such representations, if any. Such representations should therefore not be relied upon by prospective purchasers. The Developer has not authorized, and prospective purchasers should not rely on, any representations other than those specifically contained in the condominium documentation prepared by the Developer.

3. The attention of prospective purchasers is further directed to the fact that the building, which was completed in 1962, is being sold in an "as is" condition. The Developer is not familiar with the structural quality or integrity of the building or the mechanical

soundness of any of the systems of the building or the appliances, fixtures, or furnishings contained in individual apartments. Purchasers should therefore realize that they assume all risks of defects, whether latent or otherwise, failure or deterioration with respect thereto.

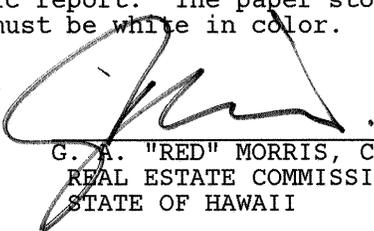
4. Delivery of actual possession of the apartment will take place on the Date of Completion as that term is defined in Paragraph F.12 of the Condominium Reservation Agreement.

5. The purchaser and prospective purchaser is expressly advised that all references to hotel operation of the project have been deleted and that the Developer shall cease all hotel operations prior to the recordation of the Apartment Deed conveying the first apartment to a purchaser, and in particular the purchaser and prospective purchaser's attention is directed to Paragraphs F-26 and F-27 of the Condominium Reservation Agreement.

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 28, 1979 and information subsequently filed as of November 6, 1981.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1099 filed with the Commission on February 28, 1979.

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 in color.


G. A. "RED" MORRIS, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

REGISTRATION NO. 1099

November 12, 1981

EXHIBIT A

(Schedule of Common Interests)

<u>Apartment Type</u>	<u>No. of Apts.</u>	<u>Undivided Percentage Interest in Common Elements</u>
A1	6	.2182%
A2	2	.2281%
B1	4	.2781%
B2	6	.2730%
B3	10	.2768%
B4	11	.2780%
B5	4	.2792%
B6	2	.2817%
B7	2	.2842%
B8	2	.2855%
B9	2	.3154%
C1	11	.3254%
C2	11	.3752%
C3	20	.4176%
D1	22	.4488%
D2	11	.4500%
D3	10	.4525%
D4	22	.4550%
D5	11	.4575%
D6	11	.4662%
D7	10	.4812%
E	2	.4176%
F1	1	.4525%
F2	1	.4812%
G1	1	.5186%
G2	1	.6121%
G3	1	.6270%
G4	1	.6595%
H1	1	.6682%
H2	1	.6969%
H3	1	.7368%
H4	1	.8091%
H5	1	.8378%
H6	1	.9063%
C-1	1	.8490%
C-2	1	.4525%
C-3	1	.6009%
C-4	1	.7779%
C-5	1	1.5284%
C-6	1	.7168%
C-7	1	.6158%
C-8	1	.6884%
C-9	1	.5448%
HC-1	1	2.0594%
Parking Stall Apts	40	.2042%

AMENDED DEVELOPER'S DISCLOSURE ABSTRACT

ALOHA SURF HOTEL

1. Name of Project: ALOHA SURF HOTEL
2. Address of Project: 444 Kanekapolei Street
City and County of Honolulu
State of Hawaii
3. Developer Information: A.S.H. Partners
Suite 204
1215 Hunakai Street
Honolulu, Hawaii
Phone: 734-2294
4. Project Manager: There is no project manager but the Managing Agent for the Project is Chaney, Brooks & Company, Inc., a Hawaii corporation, whose place of business is Suite 400, Davies Pacific Center, 841 Bishop Street, Honolulu, Hawaii 96813 (Phone: 521-6971).
5. Maintenance Fees: A schedule of the estimated annual maintenance fees for the Project is attached hereto. The schedule further discloses the estimated monthly assessment for common expenses for each apartment type.

NOTE: THE DEVELOPER ADVISES THAT THE MAINTENANCE FEES OF A CONDOMINIUM PROJECT ARE DIFFICULT TO ESTIMATE PRIOR TO ACTUAL OPERATION OF THE PROJECT AND EVEN IF MAINTENANCE FEES HAVE BEEN ACCURATELY ESTIMATED, SUCH FEES WILL TEND TO INCREASE IN AN INFLATIONARY ECONOMY AND AS THE IMPROVEMENTS AGE. THE ESTIMATED MAINTENANCE FEES AND MONTHLY FEES FOR EACH APARTMENT ARE BASED ON THE LATEST INFORMATION AVAILABLE TO THE DEVELOPER AND MANAGING AGENT AND ARE SUBJECT TO REVISION BASED ON ACTUAL COSTS FOR THE ITEMS ENUMERATED.

6. Warranties: Buyer acknowledges that the construction of the building of the Project was completed in 1967 and Buyer further understands and agrees that the apartment and the building of the Project are being sold in an "as is" condition and that Developer makes no warranties, express or implied, with respect to any apartment or common element or anything installed therein, including but not limited to any implied warranty of merchantability, habitability, workmanlike construction or fitness of the apartment for a particular purpose.
7. (a) Residential Apartments. The residential apartments are intended to be occupied and used for residential purposes by the respective owners thereof, their tenants, families, domestic servants and social guests. The owners of the respective residential

apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration and the By-Laws attached thereto.

(b) Parking Stall Apartments. The parking stall apartments shall be used for the parking of motor vehicles, subject to such limitations as may be contained in the Declaration or the By-Laws attached thereto.

There are ten (10) commercial apartments in the Project as designated in the Declaration which may be occupied and used for any commercial purpose which from time to time is permitted by the applicable zoning ordinances or rules, regulations or laws of the City and County of Honolulu and/or the State of Hawaii.

ALOHA SURF HOTEL

Estimated Individual Unit
Maintenance Fee Schedule Budget

Dated July 1, 1981

<u>Apartment Designation</u>	<u>No. of Units</u>	<u>Percentage of Common Interest</u>	<u>Unit Monthly Maintenance</u>	<u>Unit Annual Maintenance</u>
Type A1	6	.2182%	\$ 33.41	\$ 400.92
Type A2	2	.2281%	34.92	419.04
Type B1	4	.2718%	41.62	499.44
Type B2	6	.2730%	41.80	501.60
Type B3	10	.2768%	42.38	508.56
Type B4	11	.2780%	42.56	510.72
Type B5	4	.2792%	42.75	513.00
Type B6	2	.2817%	43.13	517.56
Type B7	2	.2842%	43.51	522.12
Type B8	2	.2855%	43.71	524.52
Type B9	2	.3154%	48.29	579.48
Type C1	11	.3254%	49.82	597.84
Type C2	11	.3752%	57.47	689.64
Type C3	20	.4176%	63.94	767.28
Type D1	22	.4488%	68.72	824.64
Type D2	11	.4500%	68.90	826.80
Type D3	10	.4525%	69.28	831.36
Type D4	22	.4550%	69.66	835.92
Type D5	11	.4575%	70.05	840.60
Type D6	11	.4662%	71.38	856.56
Type D7	10	.4812%	73.68	884.16
Type E	2	.4176%	63.94	767.28
Type F1	1	.4525%	69.28	831.36
Type F2	1	.4812%	73.68	884.16
Type G1	1	.5186%	79.40	952.80
Type G2	1	.6121%	93.72	1,124.64
Type G3	1	.6270%	96.00	1,152.00
Type G4	1	.6595%	100.98	1,211.76
Type H1	1	.6682%	102.31	1,227.72
Type H2	1	.6969%	106.70	1,280.40
Type H3	1	.7368%	112.81	1,353.72
Type H4	1	.8091%	123.88	1,486.56
Type H5	1	.8378%	128.27	1,539.24
Type H6	1	.9063%	138.76	1,665.12

Commercial

<u>Apartment Designation</u>	<u>No. of Units</u>	<u>Percentage of Common Interest</u>	<u>Unit Monthly Maintenance</u>	<u>Unit Annual Maintenance</u>
Commercial Space Unit				
C1	1	.8490%	\$ 129.99	\$ 1,559.88
C2	1	.4525%	69.28	831.36
C3	1	.6009%	92.00	1,104.00
C4	1	.7779%	119.10	1,429.20
C5	1	1.5284%	234.01	2,808.12
C6	1	.7168%	109.75	1,317.00
C7	1	.6158%	94.28	1,131.36
C8	1	.6884%	105.40	1,264.80
C9	1	.5448%	83.41	1,000.92
HCl	1	2.0594%	315.25	3,783.00
Parking Stall	40	.2042%	31.26	375.18

Total Monthly Budget: \$ 15,311.14
 Total Annual Budget: \$183,733.68

A.S.H. Partners certifies that the maintenance fees and costs are based on generally accepted accounting principles, and actual costs of operation as furnished by Chaney, Brooks & Company, Inc.

A.S.H. PARTNERS

By 
 Ester Chu
 Managing Partner