

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
1011 PROSPECT
PROSPECT STREET AND MAUNAIHI PLACE
HONOLULU, HAWAII

REGISTRATION NO. 1130

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: July 9, 1979
Expires: August 9, 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:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED MAY 11, 1979 AND INFORMATION SUBSEQUENTLY FILED AS OF JULY 2, 1979. 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. "1011 PROSPECT " is a leasehold residential condominium project consisting of two existing buildings containing a total of one hundred-sixty (160) residential apartments. There will be a total of one hundred sixty-nine (169) parking stalls, including nine (9) guest stalls.

2. This Final Public Report is made a part of the registration of the 1011 PROSPECT condominium project. The Developer is responsible for placing this Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers.

Securing a signed copy of the Receipt for both from each purchaser and prospective purchaser is also the responsibility of the Developer.

3. The Developer has submitted to the Commission for examination all documents deemed necessary for the issuance of this Final Public Report.

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 been recorded in the Bureau of Conveyances of the State of Hawaii. The Declaration of Horizontal Property Regime, dated April 27, 1979, together with the By-Laws of the Association of Apartment Owners, were recorded in the Bureau of Conveyances on May 14, 1979 in Liber 13682, Page 196, and the Condominium plans have been recorded in said Bureau as Condominium File Plan No. 612.

4. The Developer has advised the Commission that advertising and promotional materials required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public exposure.

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 Final Public Report automatically expires thirteen (13) months after the date of issuance, July 9, 1979, unless a Supplementary Public Report issues or the

Commission, upon review of the Registration, issues an order extending the effective period of this report.

NAME OF PROJECT: 1011 PROSPECT

LOCATION: The 57,671 square feet of land submitted to the regime is situate at the corner of Prospect Street and Maunaihi Place in the City and County of Honolulu, State of Hawaii.

TAX KEY: First Division, 2-4-16-43

ZONING: The present zoning is A-3 Apartment District. Information furnished the Commission reflects that the improvements conformed to all applicable ordinances at the time they were built. However, under the Punchbowl Design District (Ordinance No. 4488) and other ordinances subsequently enacted, the buildings are now non-conforming as to height and bulk. As non-conforming structures, they are subject to the limitations on reconstruction set forth in Section 21-107 of the Comprehensive Zoning Code.

DEVELOPER: Maunaihi Associates, a Hawaii general partnership whose principal place of business and post office address is Suite 302, 700 Bishop Street, Honolulu, Hawaii 96813. Telephone number: 524-3877. The general partners of said partnership are as follows:

CLARENCE O. FURUYA - 2875 S. King St., Honolulu
LYNN DONALDSON - 45-955 Waialele Rd., Kaneohe
LEE ERWIN - 961 Kakiwa Place, Honolulu
PATRICK Y. K. LUM - 1822 Mott Smith Drive, Honolulu

ATTORNEY REPRESENTING DEVELOPER: Mukai, Ichiki, Raffetto & MacMillan (Attention: Richard G. MacMillan), 345 Queen Street, Suite 800, Honolulu, Hawaii. Telephone number: 531-6277.

DESCRIPTION OF PROJECT: The Declaration of Horizontal Property Regime describes the Project as follows:

1. General Description. The Project consists of two (2) existing buildings containing a total of one hundred sixty (160) residential apartments, which buildings are designated as Tower A and Tower B. Tower A is a ten-story structure containing eighty (80) apartments, and Tower B is a twelve-story structure also containing eighty (80) apartments. A total of one hundred sixty nine (169) parking stalls are provided in the parking garages of the building and in an uncovered parking area between the two towers.

2. Construction Materials. The buildings are constructed principally of reinforced concrete floor slabs, reinforced concrete and block bearing walls, steel, aluminum, glass and allied building materials.

3. Description of Buildings. The first two levels of each tower are for parking and are designated as "First Level Parking" and "Second Level Parking". The levels above the parking levels are designated as "Floors" and are numbered in ascending order from 3 through 10 in the case of Tower A and from 3 through 12 in the case of Tower B.

The first parking level of each tower contains driveways, entry and exit ramps, an entry lobby with mail boxes and enter-phone security equipment, an electrical equipment room, a trash room, two elevators and two stairways. In Tower B, there is also a storage room adjacent to the lobby. The first parking level of Tower A contains a total of thirty five (35) parking stalls and the first parking level of Tower B contains thirty (30) parking stalls. There are an additional thirty eight (38) uncovered parking spaces located between the buildings and elsewhere on the grounds of the Project.

The second parking level of each of the towers contains driveways, entry and exit ramps, parking stalls, an entry lobby, an electrical room, two elevators and two stairways. The second parking level of Tower A will contain thirty eight (38) parking stalls and the same floor of Tower B will contain twenty eight (28) parking stalls.

Each of the 3rd through 10th floors, inclusive, of Tower A contains ten (10) apartments, an exterior access corridor, elevator lobby, storage room, trash chute and two stairways. Each of the 3rd through 12th floors of Tower B contains eight (8) apartments, an exterior access corridor, an elevator lobby, storage room, trash chute and two stairways. A recreational deck with a barbecue area will be located on the roof of each of the two towers.

4. Access. Each of the apartments has immediate access to its entry after travel by passenger elevator or stairway to its designated floor. Each tower shall be serviced by two elevators and two stairways. Both stairways and both elevators in each tower have access to every level except the roof level which is only accessible by the stairways.

5. Description of Apartments. The Project is divided into one hundred sixty (160) separate condominium apartments. Each apartment has been given a three or four digit number which identifies its location in the Project. The first digit, in the case of three-digit numbers, and the first two digits, in the case of four-digit numbers, designates the floor of its building whereon said apartment is situate. The last two digits of each apartment number indicates whether said apartment is located in Tower A or Tower B and its location on its designated floor. All apartment numbers ending in "01" through "10", inclusive, have been assigned to apartments in Tower A, and all apartments having numbers ending in "11" through "18", inclusive, are located in Tower B. Furthermore, in Tower A, the lowest numbered apartment on each floor is located on the south (Makai) end of the building, and the highest numbered apartment is located on the north (Mauka) end. In Tower B, the lowest numbered apartment on each floor

is located on the east (Diamond Head) end of the building and the highest numbered apartment is located on the west (Ewa) end.

The location, apartment type, approximate gross floor area, approximate lanai area and percentage common interest of each of the apartments are as more particularly set forth in Exhibit "A" attached hereto and made a part hereof.

6. Types of Apartments. Subject to minor variations in their respective floor plans, each of the apartments is a one-bedroom apartment containing four (4) rooms, including a living room, kitchen, bedroom, bathroom and a lanai or lanais.

All type "A-1", "AR-1", "B-1" and "BR-1" units are located only in Tower A, and all type "A-2" and "B-2" units are located only in Tower B. The type "A" apartments in both towers are end units and have two (2) lanais.

7. Limits of Apartments. The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or the 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. Subject to the foregoing, each apartment shall be deemed to include all of the walls and partitions which are not load-bearing within its perimeter or party walls, any glass windows or panels within its perimeter, the inner decorated or finished surfaces of all walls, floors and ceilings, all adjacent lanais, and any fixtures and appliances originally installed therein.

COMMON ELEMENTS: The Declaration states that the common elements shall include all of the land and improvements other than apartments specifically including:

- (a) The land of the Project.
- (b) All foundations, columns, girders, beams, floor slabs, supports, unfinished perimeter and load-bearing walls (except for the inner decorated surface within each apartment), roofs, stairways, walkways, entrances and exits of said buildings.
- (c) All yards, grounds, landscaping, recreational facilities, refuse and like facilities including storage room in Tower B.
- (d) The nine (9) guest parking stalls so designated in said Condominium File Plan.
- (e) All driveways, loading areas, parking area entryways, and parking area exitways.
- (f) All central and appurtenant installations for services such as power, lights, telephone, gas, hot and cold

water lines, television lines, sewage disposal and other utilities (including all pipes, ducts, wires, cables and conduits used in connection therewith, whether located in common areas or in apartments), and all tanks, pumps, motors, fans, ducts and other apparatus and installations existing for, or in the buildings for common use.

(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, and normally in common use and which are not part of any apartment.

LIMITED COMMON ELEMENTS: The Declaration provides that certain parts of the common elements, designated as "limited common elements", are set aside and reserved for the exclusive use of certain units, and such units shall have appurtenant thereto exclusive easements for the use of such limited common elements. The only limited common elements so set aside are the parking stalls assigned to the apartments. At least one (1) stall shall be appurtenant to and for the exclusive use of such apartment, as set forth in Exhibit "B" attached hereto and made a part hereof.

INTEREST TO BE CONVEYED TO PURCHASERS: It is contemplated that Condominium Conveyance Documents for all of the units shall initially be issued to the Developer. Developer shall thereafter, by means of an Agreement of Sale, sell the apartments and the undivided percentage interest in the common elements thereafter appurtenant thereto to the ultimate purchasers of the units. The percentage interest appurtenant to each apartment is set forth in Exhibit "A" and shall be the same proportionate share in all common profits and expenses of the Project, and for all other purposes including voting.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests. No apartment shall be utilized for transient rentals, which is defined as a rental for any period less than thirty (30) days. Except as provided above, the owners of the respective apartments shall have the absolute right to rent or lease such apartments subject to all provisions of the Declaration. The House Rules provide, among other things, that no pets are permitted without the prior consent of the Board of Directors.

OWNERSHIP OF TITLE: A preliminary title report, dated April 17, 1979, by Title Guaranty of Hawaii, Inc., indicates that title to the land is vested in Clarence O. Furuya, husband of Lona Furuya, Donald H.S.K. Wong, husband of Gyneve M. Wong, Stephanie J.S.H. Loo, wife of Walter L.M. Loo and ILCOL Development Co., Ltd., a Hawaii corporation, as general partners of Furuya & Wong Investment Company, a Hawaii general partnership. The Commission has been furnished with a copy of an unrecorded Option Agreement, undated but executed on or about April 20, 1979, whereby said fee owners granted to Developer herein the right to purchase the existing buildings and acquire a ground lease of said land. According to

information submitted to the Commission, said Option has been exercised and it is contemplated that the Developer will acquire title to said improvements and enter into a ground lease on or about July 15, 1979, and in any event prior to the first conveyance of an apartment.

ENCUMBRANCES AGAINST TITLE: Said preliminary title report, dated April 17, 1979, reports that title to the land is subject to the following:

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

2. Mortgage:

Mortgagor: Clarence O. Furuya, husband of Lona Furuya, Donald Herbert Siu Kau Wong, husband of Gyneve Maile Wong, Stephanie Joyce Siu Haun Loo, Wife of Walter Lin Min Loo, and ILCOL Development Co., Ltd., a Hawaii corporation, as General Partners of Furuya & Wong Investment Company, a Hawaii general partnership.

Mortgagee: Amfac Financial Corp., a Hawaii corporation, dated December 22, 1971, recorded in Liber 8023 at Page 262 for \$2,767,500.00.

The above mortgage was assigned to First Federal Savings and Loan Association of Pittsburgh, a Federal corporation, dated November 22, 1972, recorded in Liber 8755 at Page 237.

3. Mortgage:

Mortgagor: Clarence O. Furuya, husband of Lona Furuya, Donald Herbert Siu Kau Wong, husband of Gyneve Maile Wong, Stephanie Joyce Siu Haun Loo, wife of Walter Lin Min Loo, and ILCOL Development Co., Ltd., a Hawaii corporation, as General Partners of Furuya & Wong Investment Company, a Hawaii general partnership.

Mortgagee: Finance Factors, Limited, a Hawaii corporation, dated August 24, 1976, recorded in Liber 11628 at Page 408 for \$250,000.00.

4. Mortgage, Security Agreement and Financing Statement:

Mortgagor: Furuya & Wong Investment Company, a Hawaii general partnership.

Mortgagee: Amfac Financial Corp., a Hawaii corporation, dated April 3, 1979, recorded in Liber 13598 at Page 488 for \$635,000.00.

5. Assignment of Lessor's interest under lease as security, security agreement dated April 3, 1979, recorded in Liber 13598 at Page 505, whereby Furuya & Wong Investment Company, a Hawaii general partnership, assigns to Amfac

Financial Corp., all right, title and interest in and to various leases entered into with various lessees concerning the leasing of apartment units in the buildings situate on the land of the Project.

PURCHASE MONEY HANDLING: An executed Escrow Agreement, dated May 4, 1979, identifies Bank of Hawaii, a Hawaii corporation, as the escrow agent. Upon examination, the specimen Deposit Receipt and Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly Section 514A-39 and Sections 514A-63 through 514A-66.

Among other provisions, the Escrow Agreement provides that a purchaser under a Sales Contract shall be entitled to a return of his funds, without interest and less the \$25.00 escrow cancellation fee and other costs actually incurred by the Seller or lending institution in processing the loan application, after purchaser has requested such return and if Escrow shall have received from Developer a written notice that any one of the following has occurred:

(a) Developer shall have requested Escrow to return to purchaser the funds of purchaser then being held by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of the option to rescind the Sales Contract pursuant to any right of rescission stated therein or otherwise available to Developer; or

(c) There shall have been a change in the building plans of the Project subsequent to the date of Developer's execution of the Sales Contract which change requires the approval of a county officer having jurisdiction over the issuance of building permits unless the purchaser gives his written approval or acceptance of the specific change; or

(d) The Final Report differs in a material respect from the Preliminary Report unless the purchaser has given written approval or acceptance of the changes in said Final Public Report.

(e) The Final Report shall not have been issued within one (1) year from the date of issuance of the Preliminary Report.

The specimen Deposit Receipt and Sales Contract states in part: (1) all of Buyer's right, title and interest under the Sales Contract are and shall be subject and subordinate to the lien of any mortgage encumbering the Project and executed prior to Buyer's execution of the Sales Contract; and (2) Buyer acknowledges that neither the apartment nor the appliances and fixtures therein are in a new condition and that the same are being purchased "as is". It is understood that Developer makes no warranties or representations, either express or implied regarding the condition of the building, the common elements

the apartment, or any appliances or furnishings contained therein; and (3) If less than 120 apartments in the project are sold prior to December 31, 1979, Seller may at its option cancel the sales contract, in which event Seller will cause Escrow to refund to Buyer all monies paid, without interest, and Seller shall be released and relieved of all liability or obligation.

It is incumbent upon the purchaser and prospective purchaser to read and understand the Escrow Agreement before executing the Deposit Receipt and Sales Contract, since the Escrow Agreement describes the procedure for receiving and disbursing Purchaser's funds, and the Deposit Receipt and Sales Contract specifically provides that the Purchaser approves that Escrow Agreement and assumes the benefit and obligations therein provided.

MANAGEMENT AND OPERATIONS: The By-Laws, which are incorporated in the Declaration, provide that the operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the By-Laws, although the Declaration permits the Developer to appoint the initial Managing Agent. The initial Managing Agent shall be Certified Management, a Division of A.R. Corporation, 98-1238 Kaahumanu Street, Pearl City, Hawaii who is authorized by the Declaration to receive service of legal process in all cases provided in the Horizontal Property Act.

STATUS OF PROJECT: Tower A was completed in May of 1972 and Tower B was completed in November of 1972. Since completion, the buildings have been operated as an apartment rental complex.

NOTE: All apartments will be sold subject to existing tenancies. None of such tenancies will have a term extending more than one month beyond the date of closing, and it will be up to each purchaser to determine whether to terminate or continue the tenancy affecting his apartment. In this regard, purchasers should be aware of the new law (HB 1206, H.D. 1, S.D. 1) requiring ninety (90) days notice of termination of month-to-month tenancies where a landlord contemplates conversion to a condominium. The Developer is unsure and is expressing no opinion as to whether this law has any application to a purchaser who elects to terminate the existing rental arrangement for his apartment. It is suggested that each purchaser should consult with his own legal counsel to determine whether he must comply with the new act.

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 May 11, 1979 and information subsequently filed as of July 2, 1979.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1130 filed with the Commission on May 11, 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 white.



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 Building Administration
Escrow Agent

Registration No. 1130

July 9, 1979

EXHIBIT "A"

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Approx. Flr. Area</u>	<u>Approx. Lanai Area</u>	<u>Percentage Common Interest</u>
<u>TOWER A</u>				
301, 401, 501, 601, 701, 801, 901, 1001	A	583	221	.69445
302, 402, 502, 602, 702, 802, 902, 1002	B	583	105	.59425
303, 403, 503, 603, 703, 803, 903, 1003	B	583	105	.59425
304, 404, 504, 604, 704, 804, 904, 1004	B	583	105	.59425
305, 405, 505, 605, 705, 805, 905, 1005	B	583	105	.59425
306, 406, 506, 606, 706, 806, 906, 1006	BR	583	105	.59425
307, 407, 507, 607, 707, 807, 907, 1007	BR	583	105	.59425
308, 408, 508, 608, 708, 808, 908, 1008	BR	583	105	.59425
309, 409, 509, 609, 709, 809, 909, 1009	BR	583	105	.59425
310, 410, 510, 610, 710, 810, 910, 1010	AR	583	221	.69445

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Approx. Flr. Area</u>	<u>Approx. Lanai Area</u>	<u>Percentage Common Interest</u>
<u>TOWER B</u>				
311, 411, 511, 611, 711, 811, 911, 1011, 1111, 1211	A-2	599	257	.72640
312, 412, 512, 612, 712, 812, 912, 1012, 1112, 1212	B-2	600	113	.60548
313, 413, 513, 613, 713, 813, 913, 1013, 1113, 1213	B-2	600	113	.60548
314, 414, 514, 614, 714, 814, 914, 1014, 1114, 1214	B-2	600	113	.60548
315, 415, 515, 615, 715, 815, 915, 1015, 1115, 1215	B-2	600	113	.60548
316, 416, 516, 616, 716, 816, 916, 1016, 1116, 1216	B-2	600	113	.60548
317, 417, 517, 617, 717, 817, 917, 1017, 1117, 1217	B-2	600	113	.60548
318, 418, 518, 618, 718, 818, 918, 1018, 1118, 1218	A-2	599	113	.72640

Notwithstanding the designation of the limits of the respective apartments in paragraph D. of the Declaration, all areas set forth hereinabove were computed by measuring from the outside of exterior walls and from the center line of interior party walls, and no reduction has been made to account for interior walls, ducts, shafts and the like located within the perimeter walls.

EXHIBIT "B"

<u>TOWER A</u>				<u>TOWER B</u>			
<u>Apt. No.</u>	<u>Stall No.</u>						
301	80	701	40	311	81	811	121
302	79	702	39	312	82	812	122
303	78	703	38	313	83	813	123
304	77	704	37	314	84	814	124
305	76	705	36	315	85	815	125
306	75	706	35	316	86	816	126
307	74	707	34	317	87	817	127
308	73	708	33	318	88	818	128
309	72	709	32				
310	71	710	31	411	89	911	129
				412	90	912	130
401	70	801	30	413	91	913	131
402	69	802	29	414	92	914	132
403	68	803	28	415	93	915	133
404	67	804	27	416	94	916	134
405	66	805	26	417	95	917	135
406	65	806	25	418	96	918	136
407	64	807	24				
408	63	808	23	511	97	1011	137
409	62	809	22	512	98	1012	138
410	61	810	21	513	99	1013	139
				514	100	1014	140
501	60	901	20	515	101	1015	141
502	59	902	19	516	102	1016	142
503	58	903	18	517	103	1017	143
504	57	904	17	518	104	1018	144
505	56	905	16				
506	55	906	15	611	105	1111	145
507	54	907	14	612	106	1112	146
508	53	908	13	613	107	1113	147
509	52	909	12	614	108	1114	148
510	51	910	11	615	109	1115	149
				616	110	1116	150
601	50	1001	10	617	111	1117	151
602	49	1002	9	618	112	1118	152
603	48	1003	8				
604	47	1004	7	711	113	1211	153
605	46	1005	6	712	114	1212	154
606	45	1006	5	713	115	1213	155
607	44	1007	4	714	116	1214	156
608	43	1008	3	715	117	1215	157
609	42	1009	2	716	118	1216	158
610	41	1010	1	717	119	1217	159
				718	120	1218	160

Guest Parking: 161
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