

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

OF

POLYNESIAN SUNSET II
918 LUNALILO STREET
HONOLULU, HAWAII

REGISTRATION NO. 1168

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: September 20, 1979

Expires: October 20, 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 and prospective purchaser is particularly directed to the following:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED AUGUST 30, 1979, AND INFORMATION SUBSEQUENTLY SUBMITTED AS OF SEPTEMBER 18, 1979. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES.

1. The POLYNESIAN SUNSET II is a proposed fee simple condominium project consisting of seventy two (72) units contained in three (3) separate four-story reinforced concrete hollow tile buildings. There are seventy two (72) parking stalls, of which 13 stalls are compact size.

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 Association of Apartment Owners, and a copy of the approved Floor Plans) have not been filed in the appropriate recording office.

4. No advertising or promotional matter has been submitted pursuant to 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 Condominium Rules and Regulations which relate to Horizontal Property Regime.

6. This Preliminary Public Report is made a part of the registration of POLYNESIAN SUNSET II condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers together with a copy of the Developer's Disclosure Abstract. Securing a signed copy of the receipt for same is also the responsibility of the Developer.

7. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, September 20, 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 this report.

NAME OF PROJECT: POLYNESIAN SUNSET II

LOCATION: The subject 28,870 square feet property is situate at 918 Lunalilo Street, Honolulu, City and County of Honolulu, State of Hawaii.

TAX MAP KEY: First Taxation Division: 2-4-14-8; 2-4-14-7; 2-4-14-5

ZONING: Apartment - A-3

DEVELOPER: Polynesian Sunset II, Inc., a Hawaii corporation, whose principal place of business and post office address is 888 Mililani Street, Honolulu, Hawaii, telephone number 512-1891.

The officers and their respective addresses are:

President - Daniel R. Matsukage	-	888 Mililani Street, Honolulu, Hawaii
Vice President-Secretary - James G. Y. Ho	-	3381 Kamaaina Place, Honolulu, Hawaii
Treasurer - Florence J. Ho	-	3381 Kamaaina Place, Honolulu, Hawaii

ATTORNEY REPRESENTING DEVELOPER: Allen I. Marutani, Attorney At Law, A Law Corporation, Suite 602 Capital Investment Building, 850 Richards Street, Honolulu, Hawaii, telephone number 537-6575.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime and the plans submitted by the Developer indicate a fee simple condominium project consisting of three (3) separate four story reinforced concrete hollow tile buildings without basement. All seventy-two (72) parking stalls are located on the ground level.

There are seventy-two (72) one-bedroom one-bath apartment units located in three (3) separate four-story reinforced concrete hollow tile buildings;

The building located on the west side of the subject property is designated as Building A, the building located in the center is designated as Building B, and the building located on the east side of the subject property is designated as Building C. Each building contains twenty-four (24) one-bedroom one-bath apartment units, and each building has four stories, of which the lower or ground level is reserved for parking, driveway, walkway, and the like, and the remaining three floors contain the apartments. Building A is connected to Building B with three (3) concrete walkways, on the second, third, and fourth levels. Building B is connected to Building C with two (2) concrete walkways, on the third and fourth levels. There is one elevator which services all three buildings and the elevator is located in Building B. There are eight (8) apartment units on each level, four (4) of which are located on the west side of a hallway, running in a north-south direction, and four (4) of which are located to the east side of the hallway. Each of the apartments is designated with a combination of a letter and three numbers. The letter precedes the numbers. The letter A designates apartments located in Building A, the letter B designates apartments located in Building B, and the letter C designates apartments located in Building C. The first number of the three-digit number designates the floor on which the apartment is located. The second number of the three-digit number is a zero, while the third number of the three-digit number designates the location of the apartment on a particular floor and is numbered in a chronological fashion. Those apartments, which are located to the west side of the dividing hallway, are numbered chronologically from south to north while those apartments which are located to the east side of the dividing hallway are numbered chronologically from north to south. Those apartments, which are located to the west side of the dividing hallway, and which are located to the most southern part of the building, or closest to Lunalilo Street, Honolulu, Hawaii, bear number 1 as the third digit, while the next adjoining apartments, proceeding northward, bear number 2 as the third digit, while the next adjoining apartments thereafter, again proceeding northward, bear number 3 as the third digit, and the last apartments, which are located to the most northern part of the building or farthest away from Lunalilo Street, bear the number 4 as the third digit. Those apartments, which are located to the east side of the dividing hallway, and which are located to the most northern part of the building, or farthest away from Lunalilo Street, bear number 5 as the third digit, while the next adjoining apartments, proceeding southward, bear number 6 as the third digit, while the next adjoining apartments thereafter, again proceeding southward, bear number 7 as the third digit and the last apartments, which are located to the most southern part of the building, or closest to Lunalilo Street, bear the number 8 as the third digit.

The gross floor area for each of the apartments is approximately 442 square feet.

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 lines running through each apartment which are utilized for or serve more than one apartment the same being the common elements as hereinafter 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 ceiling and all fixtures and other such improvements located therein, including range, heater, refrigerator, and garbage disposal unit.

Each of the apartments in the Project has access to the common elements which give access to the streets via the elevators, stairways, walkways and driveways of the Project.

COMMON ELEMENTS: The proposed Declaration identifies the apartment buildings and the land on which they are located and all elements mentioned in the Horizontal Property Act which are actually constructed in the Project, as common elements and specifically includes but is not limited to the following:

- (a) Said land in fee simple;
- (b) All foundations, columns, girders, beams, supports, bearing walls, roofs, chases, entries, stairways, walkways, balconies, entrances and exists of said buildings;
- (c) All storage, multi-purpose and laundry areas and appurtenant facilities;
- (d) All hallways and lobbies;
- (e) All yards, grounds, landscaping, refuse, and recreation area;
- (f) All parking and driveway areas;
- (g) 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 such as power, light, gas, water, and sewer, telephone and television signal distribution, if any;
- (h) One elevator, elevator shaft and appurtenant equipment;
- (i) All other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called and designated as "limited common elements", are hereby set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

- (a) Those parking stalls designated on said Condominium Map by those numbers which are reserved for the exclusive use of the respective apartments, as more particularly set forth in Exhibit "A" attached hereto shall be appurtenant to and for the exclusive use of such apartments;
- (b) All other elements of the project which are rationally of limited common use for less than all of said apartments.

INTEREST TO BE CONVEYED TO PURCHASER: Each owner of an apartment, whether owned jointly or singly, shall have an undivided 1.3888+% interest (1/72th fractional interest) in and to the land, buildings, and the common elements described. For purposes of voting on all matters requiring action by the apartment owners, there shall be seventy-two (72) votes, the number of votes being dependent on the number of units. There shall be one (1) vote for each such unit, whether owned jointly or singly.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration states that each unit shall be used only in accordance with the uses permitted under the applicable laws and ordinances, unless such uses are prohibited by the Association, in accordance with the terms of the Declaration, the By-Laws of the Association of Apartment Owners, and the House Rules as they exist or as they may be amended from time to time, and each owner shall observe, comply with, and perform all rules, regulations, ordinances, and laws made or adopted by the various governmental agencies.

NOTE: The House Rule provides that household pets are not allowed on the premises.

OWNERSHIP TO TITLE: The Preliminary Report issued by Title Guaranty of Hawaii, Incorporated dated August 6, 1979 states that the ownership of the fee title is in Polynesian Sunset II, INC., the developer.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report dated August 6, 1979 issued by Title Guaranty of Hawaii, Incorporated, shows no encumbrances against title to the property except for the following:

- (a) For any taxes that may be due and owing on the land, reference is hereby made to the Office of the Tax Assessor of the First Taxation Division;
- (b) Reservation in favor of the State of Hawaii of all mineral and metallic mines;

- (c) That certain mortgage dated October 27, 1978 made in favor of Finance Factors, Limited, as Mortgagee, and recorded in the Bureau of Conveyances of the State of Hawaii, in Liber 13250, page 215.
- (d) That certain mortgage dated November 2, 1978 made in favor of Mary Kim, Kyung Soon Park, wife of Harry S. Park, and Sung Yong Tark, husband of Sue Lung Kim Tark, as Mortgagee, and recorded in the Bureau of Conveyances, State of Hawaii, in Liber 13250, page 222.
- (e) That certain mortgage dated July 15, 1974 made in favor of Soo Yuen Yang, a widow, Norah Young Avison, a widow, and Yong Ki Ebesu, wife of Robert H. Ebesu, as Mortgagee, and recorded as aforesaid in Liber 10033, page 318. Said mortgage assigned to Hawaiian Trust Co., Ltd. and recorded in Liber 10405, page 502.
- (f) That certain mortgage dated July 15, 1974 made in favor of Aloha Realty, Inc., as Mortgagee, and recorded as aforesaid in Liber 10034, page 26.
- (g) That certain mortgage dated July 15, 1974 made in favor of Soo Yuen Yang, a widow, Norah Young Avison, a widow, and Yong Ki Ebesu, wife of Robert H. Ebesu, as Mortgagee, and recorded as aforesaid in Liber 10033, page 334. Said mortgage assigned to Hawaiian Trust Co., Ltd. and recorded in Liber 10403, page 499.
- (h) That certain mortgage dated July 15, 1974 made in favor of Aloha Realty, Inc., as Mortgagee, and recorded as aforesaid in Liber 10034, page 16.
- (i) Application for Mechanic's Lien filed in the Circuit Court of the First Circuit, State of Hawaii, on February 6, 1976, being M. L. No. 3178; Geoffrey W. Fairfax, Claimant, vs. James G. Y. Ho, Florence J. Ho, Mary Kim, Kyung Soon Park, Sung Yoon Tark, also known as Sung Yong Tark, Soo Yuen Yang, Nora Young Avison, also known as Norah Young Avison, and Yong Ki Ebesu, Respondents.

Notice of Lis Pendens dated June 28, 1976, filed in said Circuit Court on June 29, 1976 and recorded in Liber 11508, at page 143.

Judgment filed in said Circuit Court on July 7, 1976; Re: Application for Mechanic's Lien by Claimant herein is denied.

Notice of Appeal from M. L. No. 3178 (First Circuit) filed in Supreme Court of the State of Hawaii as No. 6299, on July 7, 1976, entitled Geoffrey W. Fairfax, Claimant-Appellant, vs. James G. Y. Ho

and Florence J. Jo, Respondents-Appellees, and Mary Kim, Kyung Soon Park, Sung Yoon Tark, also known as Sung Yong Tark, Soo Yuen Yang, Nora Young Avison, also known as Norah Young Avison, and Yong Ki Ebesu, Respondents.

NOTE: The title report reflects that two parcels proposed for the Project have 1/3 each interest in a right-of-way alongside said parcels. The square footage of the right-of-way is not calculated in the land area of the Project although utilized for the benefit of the Project.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated November 29, 1978, between Real Estate Finance Corporation, as "Escrow" and Polynesian Sunset II, Inc., as "Seller", has been filed with the Commission. On examination, the executed Escrow Agreement, as well as the specimen Condominium Reservation Agreement Deposit Receipt and Contract filed with the Commission are found to be in compliance with Chapter 514A, Hawaii Revised Statutes.

It is incumbent on the purchaser and prospective purchaser to read and understand the Escrow Agreement before signing since the Escrow Agreement prescribes the procedure for receiving and disbursing purchasers' funds. The specimen sales agreement specifically provides that the purchaser approves said Escrow Agreement and assumes the benefits and obligations therein provided.

Among other provisions the Escrow Agreement provides that a purchaser shall be entitled to a refund of his funds, without interest, if any one of the following shall have occurred:

(a) Escrow receives a written request from Seller to return to a purchaser such purchaser's funds held hereunder by Escrow; or (b) Seller notifies Escrow in writing that the Project cannot be completed within the time specified in the agreements with Buyers and that Seller has exercised the option of cancellation granted Seller in such event; or (c) if at any time Seller shall notify Escrow in writing that Seller or a purchaser has exercised the option of cancellation in the event such apartment shall not have been built by the time provided in such sales agreements; or (d) 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 plan subsequent to the execution of the 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 (e) if 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.

Among other provisions, the specimen sales agreement provides: (a) In the event less than 54 apartment units are sold prior to February 1, 1980, Seller may at its option cancel this agreement, refund to Buyer all monies paid, without interest, and Seller shall be relieved and released of all further liability hereunder; (b) In the event development and construction of the

project is delayed due to governmental restrictions or regulations enacted after the date of this agreement or by occurrence of a contingency, the nonoccurrence of which was a basic assumption on which this agreement was made, and Seller determines that increases in development and construction costs because of such delay require increases in Apartment sales prices to maintain financial feasibility of the project, then and in any of such event Seller may at its option terminate this agreement and cause Escrow to refund to Buyer all monies paid, without interest, and Seller shall be released from all liability thereunder, provided, however, that Seller shall offer to Buyer the first right to execute a new reservation agreement in a form similar hereto at the increased Apartment unit price; (c) Buyer agree that all rights of the Buyer shall be subject and subordinate to the lien of any mortgage securing the repayment of the loan made to finance cost of construction and other costs and to any and all sums which may become a lien pursuant to the terms of such loan; (d) The Buyer cannot assign the sales agreement without the prior written consent by the Seller.

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible managing agent. The initial managing agent as set forth in the Condominium Reservation Agreement lists Real Estate Finance Corporation, whose mailing address is 888 Mililani Street, Honolulu, Hawaii 96813. Telephone 521-1891.

STATUS OF PROJECT: Construction of the building has not yet started but will shortly commence.

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 August 30, 1979, and information subsequently filed as of September 18, 1979

This is a PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT which is made part of REGISTRATION NO. 1168, filed with the Commission August 30, 1979.

The report when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimilies must be yellow in color.


AH KAU YOUNG, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Department of Taxation
Bureau of Conveyances
Department of Land Utilization, City and County of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 1168
September 20, 1979

EXHIBIT "A"

<u>APARTMENT NO.</u>	<u>BUILDING</u>	<u>FLOOR</u>	<u>PARKING STALL NO.</u>
A-204	A	2nd	19
A-304	A	3rd	1
A-404	A	4th	2
A-203	A	2nd	4
A-303	A	3rd	21
A-403	A	4th	5
A-202	A	2nd	27C*
A-302	A	3rd	24
A-402	A	4th	7
A-201	A	2nd	28
A-301	A	3rd	9C
A-401	A	4th	10
A-205	A	2nd	41
A-305	A	3rd	38
A-405	A	4th	39
A-206	A	2nd	18
A-306	A	3rd	20C
A-406	A	4th	3C
A-207	A	2nd	22
A-307	A	3rd	23
A-407	A	4th	6
A-208	A	2nd	8C
A-308	A	3rd	25
A-408	A	4th	26
B-204	B	2nd	55
B-304	B	3rd	56
B-404	B	4th	59
B-203	B	2nd	60
B-303	B	3rd	61
B-403	B	4th	62
B-202	B	2nd	40C
B-302	B	3rd	64C
B-402	B	4th	65
B-201	B	2nd	66
B-301	B	3rd	63
B-401	B	4th	45
B-205	B	2nd	57C
B-305	B	3rd	58
B-405	B	4th	54C
B-206	B	2nd	70C
B-306	B	3rd	71
B-406	B	4th	72
B-207	B	2nd	69
B-307	B	3rd	68
B-407	B	4th	67
B-208	B	2nd	42
B-308	B	3rd	43
B-408	B	4th	44

*C denotes compact size.

<u>APARTMENT NO.</u>	<u>BUILDING</u>	<u>FLOOR</u>	<u>PARKING STALL NO.</u>
C-204	C	2nd	32
C-304	C	3rd	31
C-404	C	4th	12
C-203	C	2nd	35
C-303	C	3rd	15
C-403	C	4th	34
C-202	C	2nd	37
C-302	C	3rd	53C*
C-402	C	4th	50C
C-201	C	2nd	52
C-301	C	3rd	51
C-401	C	4th	49
C-205	C	2nd	30
C-305	C	3rd	11
C-405	C	4th	29
C-206	C	2nd	14
C-306	C	3rd	33C
C-406	C	4th	13
C-207	C	2nd	16
C-307	C	3rd	36
C-407	C	4th	17
C-208	C	2nd	48
C-308	C	3rd	46
C-408	C	4th	47

*C denotes compact size.

EXHIBIT "A"