

**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 the  
**IMPERIAL HAWAII RESORT  
205 Lewers Street  
Kalia, Waikiki  
City and County of Honolulu, Hawaii**

REGISTRATION NO. 1189

**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: November 5, 1979  
Expires: December 5, 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 FILED WITH THE COMMISSION ON OCTOBER 19, 1979. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514A OF THE HAWAII REVISED STATUTES, AS AMENDED.

1. The IMPERIAL HAWAII RESORT is a proposed mixed use leasehold condominium project consisting of one (1) building containing twenty-seven (27) floors plus a basement. The Project will consist of two hundred seventy (270) apartment units, twelve (12) commercial units, and ninety-two (92) parking units. The apartment, commercial, and parking units are herein sometimes referred to collectively as the "units". The Developer intends to sell ownership interests in the units of the Project (exclusive of land), and to sublease undivided interests in the land.
2. The Developer of the Project has filed all documents and materials deemed necessary by the Commission for the registration of the proposed Project and the issuance of the Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, with the By-laws of the Association of Unit Owners attached, and a copy of the approved Floor Plans) have not been filed as of this date in the office of the recording officer.
4. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Horizontal Property Regimes (Condominium) Rules and Regulations.
5. No advertising or promotional matter has been submitted pursuant to the Horizontal Property Regimes (Condominium) Rules and Regulations promulgated by the Commission.
6. This Preliminary Public Report is made a part of the registration of the IMPERIAL HAWAII RESORT 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. Securing a signed receipt for said report from all purchasers and prospective purchasers is also the responsibility of the Developer.
7. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, November 5, 1979, unless a Final or Supplementary Public Report issues or the Commission upon review of registration issues an order extending the effective period of this report.

NAME OF PROJECT: IMPERIAL HAWAII RESORT

LOCATION AND SIZE: The Project consists of one twenty-seven (27) story building and a basement comprising 31,329 square feet, situated at 205 Lewers Street, Kalia, Waikiki, City and County of Honolulu, State of Hawaii.

TAX MAP KEY: 2-6-2-14

ZONING .2

DEVELOPER: P.S.R. DEVELOPMENT, a Utah general partnership, registered to do business in Hawaii with its address at 205 Lewers Street, Kalia, Waikiki, Honolulu, Hawaii. The partners are: Keith Romney, 134 S. Main Street, Salt Lake City, Utah, 84101, Pac-Service Incorporated, a Hawaii corporation, 1750 Kalakaua Avenue, Suite 205, Honolulu, Hawaii, 96826, and Jacobson/Melville Imperial Partnership, a Utah General Partnership, 1973 West North Temple, Salt Lake City, Utah, 84116.

ATTORNEY REPRESENTING DEVELOPER: James M. Sattler, Attorney at Law, A Law Corporation, 2020 Davies Pacific Center, 841 Bishop Street, Honolulu, Hawaii, 96813, Telephone: (808) 524-2914.

DESCRIPTION OF PROJECT:

1. DESCRIPTION OF THE BUILDING. The Property includes one (1) building containing twenty-seven (27) floors plus a basement. The building is constructed primarily of concrete, glass, concrete block, steel, aluminum, gypsum board, and allied building materials.

The Project will contain two hundred seventy (270) Apartment Units, twelve (12) Commercial Units, and ninety-two (92) Parking Units. The Developer has filed the Preliminary drawings with the Real Estate Commission which contain the floor plans and elevations of the building and shows the layout, location, Unit numbers, and dimensions of the Units.

The basement of the Project will contain forty-five (45) Parking Units, one (1) Commercial Unit, storage areas, men's and women's restrooms, an employees' kitchen and lunch room, receiving office, and an enclosed area containing hydraulic elevator machinery.

The first floor will contain an entrance lobby, foyer, reservations desk, telephone equipment room, manager's office, men's and women's restrooms, nine (9) Commercial Units, including the lower level of Unit C-3, fifteen (15) Parking Units, an elevator foyer, three (3) stairways, and public telephones.

The second floor will contain one (1) central corridor, ten (10) Apartment Units, one (1) Commercial Unit, thirty-two (32) Parking Units, men's and women's restrooms, an elevator foyer, a linen closet, storage rooms, and two (2) stairways. The upper level of Commercial Unit C-3 is also located on the second floor.

The third floor will contain two (2) central corridors, twenty-one (21) Apartment Units, two (2) game rooms, an elevator foyer, four (4) stairways, two (2) laundry rooms, an employees' locker room, two (2) office rooms, and a transformer vault.

The fourth floor will contain one (1) central corridor, eleven (11) Apartment Units, an elevator foyer, roof decks, three (3) stairways, and a women's locker room which includes showers, lockers, and a lunch room.

The fifth through fourteenth floors and the eighteenth through twenty-fifth floors each will contain one (1) central corridor, eleven (11) Apartment Units, two (2) linen rooms, and two (2) stairways.

There is no floor which is designated as the thirteenth floor. The floor immediately above the twelfth floor is designated as the fourteenth floor.

The fifteenth, sixteenth, and seventeenth floors each will contain one (1) central corridor, eleven (11) Apartment Units, a linen room, an elevator foyer, and two (2) stairways.

A storage area which contains hot water heaters, a chiller, and a water cooling tower is located in the Diamond Head-mauka corner of the fifteenth floor and extends upward up to and including the seventeenth floor.

The twenty-sixth floor will contain one (1) central corridor, six (6) Apartment Units, a linen room, an elevator foyer, and two (2) stairways.

The twenty-seventh floor contains one (1) Commercial Unit, an open air swimming pool and deck, a sauna, outdoor shower, a storage area, an enclosed area containing elevator machinery, an elevator foyer, and two (2) stairways.

The twenty-eighth floor contains two (2) Apartment Units, an enclosed area containing elevator machinery, and one (1) stairway.

All floors, except the basement and the twenty-seventh and twenty-eighth floors, will be served by three (3) passenger elevators. One (1) of the three (3) passenger elevators also serves the twenty-seventh floor. All floors, except the basement and the twenty-eighth floor, are served by a service elevator. A fourth passenger elevator serving the first through fourth floors is currently not in service but may be placed in service at some future time at the sole discretion of the Association.

2. DESCRIPTION OF THE UNITS. The Apartment, Commercial, and Parking Units are designated on the preliminary drawings and described as follows:

The term "Apartment Unit" as used herein shall mean the spaces within the perimeter and common walls, floors, and ceilings of each of said Apartment Units of the Project together with appurtenant lanai air spaces if any as shown on the preliminary drawings.

The term "Commercial Unit" as used herein shall mean the spaces within the perimeter and common walls, floors and ceilings of each of said Commercial Units of the Project as shown on the preliminary drawings.

The term "Parking Unit" as used herein shall mean the spaces within the walls and demarcation lines, floors, and ceiling of each of said parking units of the Project as shown on the preliminary drawings.

A. Apartment Unit Numbers and Locations: The Units on the second and fourth through twenty-fifth floors are located on either side of a single central corridor running along the length of the building. The third floor contains two (2) corridors each running mauka to makai along the length of the building. The Units are located on either side of each corridor as follows:

(1) From the second through ninth floors, each Unit will have a three-digit number with the first number being the number of the floor on which the Unit is located, followed by the number indicating the number of the Unit on each floor;

(2) The Units on the tenth through twenty-fifth floors shall be numbered as in (1) above, except that each Unit will have a four-digit number with the first two numbers being the number of the floor on which the Unit is located;

(3) The Units located on the twenty-sixth floor run along the length of a central corridor. Units 2601 and 2602 will be located on the Diamond Head side of the corridor, Units 2603, 2604, and 2605 are located on the ewa side of the corridor, and Unit PHA is located at the makai end of the corridor;

(4) The Units located on the twenty-eighth floor are numbered PH1 and PH2. PH1 is located at the mauka end of the twenty-eighth floor and Unit PH2 is located at the makai end of the twenty-eighth floor.

B. Description of the Apartment Units. The Apartment Units are described as follows:

Type A Units: The Project will have twenty-two (22) type A Units located on the third through twenty-fifth floors. Each type A Unit will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and a lanai. The living area of the Unit will be approximately 531 square feet. The approximate area of the lanai will be 44 square feet. There will be one (1) type A Unit located on the third floor which will have a wrap-around lanai with an approximate area of 905 square feet.

Type B Units: The Project will have twenty-one (21) type B Units located on the fourth through twenty-fifth floors. Each type B Unit will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and a lanai. The living area of the Unit will be approximately 567 square feet. The approximate area of the lanai will be 44 square feet.

Type C Units: The Project will have nineteen (19) type C Units located on the fifth through twenty-fourth floors. Each type C Unit will include a space suitable for a living room and dining area, two (2) bedrooms, two (2) bathrooms, a kitchen, and two (2) lanais. The living area of the Unit is approximately 639 square feet. The approximate combined area of the lanais is 84 square feet.

Type D Units: The Project will have twenty-two (22) type D Units located on the fourth through twenty-sixth floors. Each type D Unit will include a space suitable for a living and bedroom area, one (1) bathroom, and a lanai. The living area of the Unit will be approximately 324 square feet. The area of the lanai will be approximately 40 square feet.

Type E Units: The Project will have twenty-two (22) type E Units located on the fourth through twenty-sixth floors. Each type E Unit will include a space suitable for a living area, a dining area, one (1) bedroom, one (1) bathroom, a kitchen, and two (2) lanais. The living area of the Unit will be approximately 510 square feet. The combined area of the lanais will be approximately 84 square feet.

Type F Units: The Project will have twenty-two (22) type F Units located on the fourth through twenty-sixth floors. Each type F Unit will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and a lanai. The living area of the Unit will be approximately 510 square feet. The area of the lanai will be approximately 42 square feet.

Type G Units: The Project will have eight (8) type G Units located on the fifth through fourteenth floors. Each type G Unit will include a space suitable for a living room and dining area, one (1) bedroom, one (1) bathroom, a kitchen, and a lanai. The living area of the Unit will be approximately 537 square feet. The area of the lanai will be approximately 38 square feet.

Type H Units: The Project will have fifteen (15) type H Units located on the fourth floor and fifteenth through twenty-sixth floors. Each type H Unit will include a space suitable for a living and bedroom area, one (1) bathroom, and a lanai. The living area of the Unit will be approximately 312 square feet. The area of the lanai will be approximately 38 square feet.

Type I Units: The Project will have twenty-one (21) type I Units located on the fourth through twenty-fifth floors. Each type I Unit will include a space suitable for a living room and dining area, one (1) bedroom, a kitchen, one (1) bathroom, and two lanais. The living area of the Unit will be approximately 492 square feet. The combined area of the lanais will be approximately 76 square feet.

Type I-1 Units: The Project will have twenty-one (21) type I-1 Units located on the fourth through twenty-fifth floors. Each type I-1 Unit will include a space suitable for a living room and dining area, one (1) bedroom, a kitchen, one (1) bedroom, and one lanai. The living area of the Unit will be approximately 492 square feet. The area of the lanai will be approximately 38 square feet.

Type J Units: The Project will have twenty-one (21) type J Units located on the fourth through twenty-fifth floors. Each type J Unit will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and one lanai. The living area of the Unit will be approximately 492 square feet. The area of the lanai will be approximately 38 square feet.

Type J-1 Units: The Project will have twenty-one (21) type J-1 Units located on the fourth through twenty-fifth floors. Each type J-1 Unit will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen and two (2) lanais. The living area of the Unit will be approximately 492 square feet. The combined area of the lanais will be approximately 76 square feet.

Type K Unit: The Project will have one (1) type K Unit located on the twenty-fifth floor. The Unit will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and two (2) lanais. The living area of the Unit will be approximately 561 square feet. The combined area of the lanais will be approximately 84 square feet.

Type L Units: The Project will have six (6) type L Units all of which are located on the third floor. Each type L Unit will include a space suitable for a living and bedroom area, one (1) bathroom, and a lanai. The living area of the Unit is approximately 347 square feet. The approximate area of the lanai will be 276 square feet. One (1) type L Unit located in the Diamond Head-mauka corner of the third floor will have a lanai area of approximately 288 square feet.

Type M Unit: The Project will have one (1) type M Unit located on the third floor. This Unit will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and a lanai. The living area of the Unit will be approximately 421 square feet. The area of the lanai is approximately 184 square feet.

Type N Unit: The Project will have one (1) type N Unit which will be located on the third floor. This Unit will include a space suitable for a living room and dining area, two (2) bedrooms, two (2) bathrooms, and a kitchen. The approximate area of the Unit is 494 square feet.

Type N-1 Unit: The Project will have one (1) type N-1 Unit which will be located on the fourth floor. This Unit will include a space suitable for a living room and dining area, two (2) bedrooms, two (2) bathrooms, and a kitchen. The approximate area of the Unit is 587 square feet.

Type O Units: The Project will have two (2) type O Units located on the third floor. Each type O Unit will include a space suitable for a living room and bedroom area, and one (1) bathroom. The area of each Unit will be approximately 313 square feet.

Type P Units: The Project will have five (5) type P Units located on the third floor. Each type P Unit includes a space suitable for a living and bedroom area, one (1) bathroom, and a lanai. The living area of each Unit will be approximately 310 square feet. The lanai area of each Unit will be approximately 98 square feet.

Type Q Units: The Project will have five (5) type Q Units located on the third floor. Each type Q Unit includes a space suitable for a living and bedroom area, one (1) bathroom, and a lanai. The living area of each Unit will be approximately 341 square feet. The lanai area of each Unit will be approximately 75 square feet.

Type R Units: The Project will have four (4) type R Units located on the second floor. Each type R Unit includes a space suitable for a living and bedroom area, and one (1) bathroom. Each Unit will have an approximate area of 410 square feet.

Type S Unit: The Project will have one (1) type S Unit which will be located on the second floor. The Unit will include a space suitable for a living and bedroom area, and one (1) bathroom. The approximate area of the Unit will be 266 square feet.

Type T Units: The Project will have five (5) type T Units located on the second floor. Each type T Unit includes a space suitable for a living and bedroom area, one (1) bathroom and a lanai. The living area of each Unit will be approximately 341 square feet. The lanai area of each Unit will be approximately 75 square feet.

Type U Unit: The Project will have one (1) type U Unit located on the twenty-sixth floor. The Unit will include a space suitable for a living area, a wet bar, a dining area, a breakfast area, a kitchen, three (3) bedrooms, three (3) bathrooms, and five (5) lanais. The living area of the Unit will be approximately 2695 square feet. The combined area of the lanais will be approximately 731 square feet.

Type V Unit: The Project will have one (1) type V Unit located on the twenty-eighth floor. The Unit will include a space suitable for a living and dining area, one (1) bedroom, one (1) full bathroom, a kitchen, and two (2) lanais. The living area of the Unit will be approximately 925 square feet. The combined area of the lanais will be approximately 288 square feet.

Type W Unit: The Project will have one (1) type W Unit located on the twenty-eighth floor. The Unit will include a space suitable for a living and dining area, one (1) bedroom, one (1) bathroom, a kitchen, and two (2) lanais. The living area of the Unit will be approximately 930 square feet. The combined area of the lanais will be approximately 390 square feet.

The areas set forth above were computed by measuring from the inside surface of the perimeter and common walls of the Units, and no reduction has been made to account for interior walls or any ducts or vents located within the perimeter of the Units.

C. Commercial Unit Numbers and Locations. The Commercial Units are numbered serially from C-1 to C-12. Unit C-1 is located in the basement. Units C-2 through C-10 are located on the first floor and are numbered consecutively as shown on the preliminary drawings. Unit C-11 is located on the second floor, and Unit C-12 is located on the twenty-seventh floor.

D. Description of the Commercial Units. The Project consists of twelve (12) Commercial Units. The exterior boundaries of each Commercial Unit are outlined in red on the preliminary drawings.

The Commercial Units are described as follows:

Unit C-1 is situated on the basement level and contains an open area, a bar area, a dance floor, two (2) bathrooms, and a storeroom. The approximate area of the Unit is 3014 square feet.

Unit C-2 is situated on the first floor and contains an open area, a bar area, a dance floor, a kitchen, a storeroom, and two (2) bathrooms. The bathrooms are located on the basement level and are accessible from the first floor by way of an open stairway. The approximate area of the Unit is 8903 square feet.

Unit C-3 is situated on the first and second floors and includes an open lobby area, including the steps providing access to the lobby from Lewers Street, a registration desk, an office, a telephone service area, an upper lobby on the second floor, and a stairway connecting the lobby area on the first floor with the upper lobby. The floor area of the Unit is approximately 2627 square feet.

Unit C-4 is situated on the first floor and contains an open area suitable for a restaurant, an office, a storeroom, a kitchen, and two (2) bathrooms and is accessible from the lobby area by way of an open stairway. The floor area of the Unit is approximately 3402 square feet.

Unit C-5 is situated on the first floor and contains an open area suitable for a small shop. The floor area of the Unit is approximately 102 square feet.

Unit C-6 is situated on the first floor and contains an open area suitable for a small shop. The floor area of the Unit is approximately 106 square feet.

Unit C-7 is situated on the first floor and contains an open area suitable for a small shop and is accessible from the lobby area by way of an open stairway. The floor area of the Unit is approximately 511 square feet.

Unit C-8 is situated on the first floor and contains an open area suitable for a small shop, a mezzanine area over a portion of Unit C-7 and is accessible by way of an entrance on Kalia Road. The floor area of the Unit is approximately 466 square feet.

Unit C-9 is situated on the first floor and contains an open area suitable for a small shop. The floor area of the Unit is approximately 256 square feet.

Unit C-10 is situated on the first floor and contains an open area suitable for a small shop. The floor area of the Unit is approximately 865 square feet.

Unit C-11 is situated on the second floor and contains an open area suitable for convention or auditorium use, a preparation and serving area, a bar, dressing room, stage, and storeroom and is accessible by way of an open stairway. The approximate floor area of the Unit is 5760 square feet.

Unit C-12 is situated on the twenty-seventh floor and contains an open area, a bar, and two (2) bathrooms, and is accessible by way of one (1) passenger elevator and an open stairway. The approximate floor area of the Unit is 2937 square feet.

The areas set forth above were computed by measuring from the inside surface of the perimeter and common walls of the Units, and no reduction has been made to account for any ducts, vents, or interior walls located within the perimeter of the Units.

The Apartment and Commercial Units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or common walls or interior load-bearing walls, awnings, if any, the floor and ceiling surrounding each Unit or any pipes, wires, conduits, or other utility or service lines which are utilized for or serve more than one (1) Unit, the same being Common Elements as hereinafter provided. Each Apartment and Commercial Unit shall be deemed to include all the walls and partitions which are not load-bearing, within its perimeter or common walls, the inner decorated or unfinished surfaces of all walls, floors and ceilings, doors and door frames, windows and window frames, the lanai air space (if any), and all fixtures originally installed in the Unit.

E. Description of the Parking Units. The Project will contain ninety-two (92) Parking Units which are located in the basement and on the first and second floors and are numbered consecutively as follows:

- (1) 1 through 45 in the basement;
- (2) 46 through 60 on the first floor;
- (3) 61 through 92 on the second floor.

There are eighty-eight (88) regular units each with an approximate area of 152 square feet and four (4) compact units (numbers 16, 17, 18, and 45 located in the basement) each with an approximate area of 136 square feet.

The areas of the Project containing the Parking Units are designated on the preliminary drawings as Parking Area "A", Parking Area "B", and Parking Area "C". Parking Area "A" is located at the ewa-mauka corner of the first floor of the Project and contains Parking Units 59 and 60. Parking Area "B" is located on the first floor of the Project and begins at the Diamond Head-mauka corner of the first floor and runs along the Diamond Head side of the Project to the makai end of the first floor and contains Parking Units 46 through 58. Parking Area "C" contains all Parking Units located in the basement and on the second floor of the Project.

The respective Parking Units shall not be deemed to include the decorated or undecorated or finished or unfinished surfaces of the perimeter or common walls or demarcation lines

or interior load-bearing walls and the columns, the floor and ceiling surrounding each Apartment or any pipes, wires, conduits, or other utility or service lines which are utilized for or serve more than one (1) Unit, the same being Common Elements as hereinafter provided.

COMMON ELEMENTS: The "Common Elements" as the term is used herein shall mean all areas of the Project, not specifically designated above as Units, including specifically but not limited to:

A. The land described in Exhibit "A" of the proposed Declaration;

B. All structural components, such as foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, exterior stairs, stairways and fire escapes, entrances, exits, floor slabs, unfinished perimeter, common and load-bearing walls, awnings, and walkways of said buildings;

C. All trash collection areas, maintenance rooms, equipment rooms, and the service elevator;

D. All installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under, or across the Property which serve more than one (1) Unit for services such as power, light, gas, hot water, cold water, air conditioning, sewage, telephone and television signal distribution, if any;

E. All apparatus and installations existing for common use, such as elevators, tanks, pumps, motors, fans, compressors, ducts, vents, and other such installations and apparatus;

F. The maintenance area located in the Diamond Head-makai corner of the second floor;

G. All other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use, which are not specifically included in the descriptions of the Units.

LIMITED COMMON ELEMENTS: Certain parts of the Common Elements, herein called the "Limited Common Elements", are hereby designated and reserved by the Developer 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 Limited Common Elements and the Units to which they are appurtenant are listed below. Unless otherwise provided herein, all costs of every kind pertaining to each Limited Common Element, including but not limited to costs of security, maintenance, repair, replacement, additions, and improvements, shall be borne entirely by the Unit or Units to which they are appurtenant. If any cost is charged to more than one (1) Unit, each Unit shall bear that portion of the costs equal to the ratio which its Common Interest bears to the total Common Interest of all Units responsible for such costs.

The Limited Common Elements are as follows:

A. All spaces between the Parking Units and the spaces between the Parking Units and the perimeter and common walls and boundaries of Parking Area "A" (as said boundaries are shown on the preliminary drawings), if any, and all parking corridors and vehicle rampways used for ingress and egress to and from the Parking Units located in the Parking Area "A" shall be Limited Common Elements appurtenant to the Parking Units located in Parking Area "A".

B. All spaces between the Parking Units and the spaces between the Parking Units and the perimeter and common walls and boundaries of Parking Area "B" (as said boundaries are shown on the preliminary drawings), if any, and all parking corridors and vehicle rampways used for ingress and egress to and from the Parking Units located in Parking Area "B" shall be Limited Common Elements appurtenant to the Parking Units located in Parking Area "B".

C. All spaces between the Parking Units and the perimeter and common walls and boundaries of Parking Area "C" (as said boundaries are shown on the preliminary drawings), if any, and all parking corridors and vehicle rampways used for ingress and egress to and from the Parking Units located in Parking Area "C" shall be Limited Common Elements appurtenant to the Parking Units located in Parking Area "C".

D. The laundry room located on the second floor shall be a Limited Common Element appurtenant to the Apartment Units.

E. All recreation areas from the third through twenty-seventh floors, including but not limited to the game rooms located on the third floor, the roof deck located on the fourth floor, and the swimming pool, pool deck, and sauna located on the twenty-seventh floor shall be Limited Common Elements appurtenant to the Apartment Units.

F. The following areas of the Project, as shown on the preliminary drawings, are Limited Common Elements appurtenant to the Apartment Units and Commercial Unit C-3:

(1) The employees' lunchroom and the receiving and storage area located in the basement;

(2) The storage areas located between C-11 and Parking Units 85-92 and the storage area adjacent to the upper lobby located on the second floor;

(3) The men's locker room, the two (2) laundry rooms, the housekeeping office, lost and found, storage areas, and the building engineer's office located on the third floor;

(4) The women's locker room located on the fourth floor;

(5) The linen rooms located on the fifth through twenty-sixth floors; and

(6) The laundry chute which runs from the twenty-sixth floor down to the laundry room located in the Diamond Head-mauka end of the third floor.

Certain parts of the Common Elements, listed below, are hereby designated as "Restricted Common Area":

A. All load-bearing walls within a Unit and the Common Elements within such load-bearing walls;

B. The common walls located between Units and the Common Elements within such common walls;

C. The floors and ceilings located between Units and the Common Elements located between or within such floors and ceilings;

D. The perimeter walls including windows and doors and the Common Elements located within the perimeter walls of Unit C-12;

E. Those perimeter walls and the Common Elements located within said perimeter walls including windows and door of Unit C-3 which fronts on Lewers Street;

F. The perimeter walls including windows of Unit C-4 and the Common Elements located within said perimeter walls which fronts on Lewers Street and Kalia Road;

G. The perimeter walls including windows of Unit C-8 and the Common Elements located within said perimeter walls which fronts on Kalia Road; and

H. Those spaces designated as Limited Common Elements appurtenant to the Parking Units in Parking Area "A", Parking Area "B", and Parking Area "C" as set forth above.

INTERESTS TO BE CONVEYED TO PURCHASER: Each unit shall have appurtenant thereto an undivided percentage interest in all common elements of the Project (exclusive of the land), herein called the "common interest". In addition to conveying to the Purchaser the unit or an undivided interest in the unit and the percentage of common interest appurtenant thereto, the Developer will sublease to the Purchaser an undivided percentage interest in the land equal to the percentage of common interest in the Project. The common interest percentage appurtenant to each unit is set forth in Exhibit "A" attached hereo. The common interests in the Project as set forth above (exclusive of the land) which are appurtenant to each unit for the purposes of voting on all matters requiring action by the Association of Unit Owners are set forth in Exhibit "A". The percentages set forth in Exhibit "A" shall be the same percentages used for allocating the proportionate share of each unit in all common profits and expenses, provided, however, that the allocation of each unit's share of the common expenses for utility service and insurance may be

determined by the Board on the bases of use and consumption of utility services and the cost of insurance deemed attributable to a particular unit as set forth in Article VI, Section 4 of the proposed By-Laws.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration states that the Apartment Units may be used as a dwelling or lodging unit to provide temporary or permanent quarters for the respective owners thereof, their tenants, families, domestic servants, and personal guests.

If the Developer elects to establish a time sharing or vacation club program within any portion of the Project the owners of apartment units within such portions of the Project may use their units as dwelling or lodging units incorporated within or annexed to said time sharing or vacation club program.

The apartment units located on the second floor may be used either for the purposes set forth above or as business offices. Any apartment unit, other than those apartment units located on the second floor, may be used for business purposes only upon prior written consent of the Board of Directors of the Association of Unit Owners (hereinafter referred to as the "Board").

The commercial units may be used for any purpose which may from time to time be permitted by law, provided, however, that prior written consent of the Board shall be required for any change in use.

The parking units shall be used only as parking stalls for motor vehicles, provided, however, that those parking units located in Parking Area "A" and Parking Area "B" may be used for purposes other than parking stalls for motor vehicles upon prior written consent of the Board.

The proposed House Rules provide in part: (1) the Board of Directors reserve the right to limit the number and type of household pets; (2) occupancy is limited to not more than two (2) persons per bedroom contained in each unit, except that this occupancy may be exceeded by members of the immediate family of the owner, lessee, or tenant; and (3) no water beds shall be permitted in the units.

The proposed Declaration provides in part that:

The Developer may, but is not obligated to, establish a Condominium time sharing or vacation club ownership program within the Project. If the Developer elects to establish a time sharing or vacation club program, it may:

(i) file with the Office of the Assistant Registrar a Declaration of Covenants, Conditions, and Restrictions for Time Interval Ownership ("Time Sharing Declaration") in and to some or all of the Apartment Units, and may thereafter convey undivided percentage interests in any or all Apartment Units subject to the provisions of said Time Sharing Declaration; and/or

(ii) establish a time sharing right to use program as the Developer in its sole discretion may deem desirable.

It is the intention of the Developer to retain ownership of Unit C-3. The Developer or his assigns may, but shall not be obligated to, at some future time convey Unit C-3 and the Common Interest and Limited Common Elements appurtenant thereto to the Association in accordance with the provisions set forth in Article IX, Section 2 of the By-Laws. Upon such conveyance the Developer shall be exempt from all Common Expenses thereafter accruing to Unit C-3 in accordance with Section 514A-92 of the Act.

OWNERSHIP TO TITLE: A Preliminary Title Report dated August 24, 1979, issued by Title Guaranty of Hawaii, Inc. reports that fee simple title to the land is held by Alice Nieman Von Linden, Richard Ernest Nieman, and Helen Nieman MacBride, Trustees ("Trustees") under a Deed of Trust made by Anna A. Nieman. The Developer has a leasehold interest in the land pursuant to that certain Amended Master Lease executed between the Developer and the Trustees dated August 24, 1979 which is recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and noted on Transfer Certificate of Title No. 52,103 as Document No. \_\_\_\_\_.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report reports that title to the land is subject to the following encumbrances:

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

2. The terms, conditions, and provisions, set forth in that certain trust deed made by Anna A. Nieman, widow, trustor, to Alice N. Von Linden, Richard E. Nieman, and Helen N. MacBride, Trustees ("Trustees"), dated April 18, 1952, filed with the Office of the Assistant Registrar of the Land Court of the State of Hawaii and noted on Transfer Certificate of Title No. 52,103 as Document No. 138373.

3. The terms, agreements, reservations, covenants, conditions, and provisions contained in that certain lease between the Trustees as LESSORS and Ralph Bingham Cloward and Florence Emma Bauer Cloward, husband and wife, as tenant by entirety as LESSEES, dated January 1, 1953, filed as Land Court Document No. 148465.

4. The terms and conditions of that certain Real Property Mortgage between Western Resorts, a registered Hawaii Limited Partnership (Mortgagor) and Connecticut General Life Insurance Company, a Connecticut corporation (Mortgagee) dated September 30, 1977, Land Court Document No. 837893. Consent by Trustees, dated September 12, 1977, filed as Land Court Document No. 837894.

5. Said above mortgage was amended by First Amendment to Real Property Mortgage dated August 24, 1979. Filed as Document No. 959566.

6. Lessor's Consent to Amendment of Mortgage and Estoppel Certificate dated August 22, 1979, filed as Document No. 959567, by Alice Nieman Von Linden, Richard Ernest Nieman, and Helen Nieman MacBride, as Trustees under that certain Deed of Trust dated April 18, 1952, made by Anna A. Nieman, and filed as Document No. 138373.

7. The terms and conditions of that certain unrecorded Amended Master Lease between the Trustees as Lessors and the Developer as Lessee, dated August 24, 1979.

8. Any and all unrecorded subleases and rental agreements that may be subsisting covering space within the building situate upon the land covered hereby.

PURCHASE MONEY HANDLING: An Escrow Agreement dated October 18, 1979, has been executed and a copy of same has been filed with the Commission. The Escrow Agent is Aloha Title Co., Inc., a Hawaii corporation. Upon examination the Specimen Reservation Agreement and Sales Contract Form (to be used prior to the issuance of a Final Public Report) and the Specimen Deposit Receipt and Sales Contract (to be used only after issuance of a Final Public Report) and the executed Escrow Agreement are found to be in accordance with Chapter 514A, Hawaii Revised Statutes, as amended, and particularly Sections 514A-40(6), 514A-37, 514A-39, 514A-63 through 514A-66.

It is incumbent upon the purchaser and prospective purchaser to read with care the Reservation Agreement and Sales Contract Form and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of apartments will be placed in trust, as well as how such funds will be retained and disbursed. The Escrow Agreement also provides in part that:

1. All monies paid by Purchaser to Developer will be placed in a special escrow account; and

2. Purchaser will be entitled to the return of his funds, without interest, if one of the following conditions has occurred:

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

(b) Developer has 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) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, there shall be any change in the building plans requiring approval of a county officer having jurisdiction over the issuance of building permits, except such changes as are specifically authorized in the Declaration or by terms of the Reservation Agreement and Sales Contract Form, or to which said purchaser has otherwise consented in writing; or

(d) The Final Report differs in a material respect from the Preliminary Report, and the purchaser's written approval of such change has not been obtained; or

(e) The Final Report is not issued within one (1) year from the date of issuance of the Preliminary Report, and the purchaser has not waived his right to cancellation of the Sales Documents and refund of purchase funds.

In any of the foregoing events, Escrow shall, upon receipt of a written request for a refund from purchaser, pay the funds to the purchaser (less a cancellation fee to Escrow of \$15) and thereupon Reservation Agreement and Sales Contract Form and any other documents theretofore delivered to Escrow shall be returned to Developer.

If purchasers' funds are to be used to defray the costs of renovation then there will be:

(a) No disbursements by the escrow agent for payment of construction costs unless bills are submitted with the request for such disbursements which have been approved or certified for payment by the mortgagee or a financially disinterested person; and

(b) No disbursements from the balance of the trust fund after payment of construction costs pursuant to the preceding paragraph until the escrow agent receives satisfactory evidence that all mechanics' and materialmen's liens have been cleared unless sufficient funds are set aside for any bona fide dispute.

MANAGEMENT AND OPERATIONS: The By-Laws of the Association of Unit Owners vest in the Board of Directors the power and duties necessary for the administration of the overall affairs of the Project.

The Developer acting on behalf of the Association has the authority pursuant to the provisions of the Declaration and the By-Laws initially to appoint a responsible managing agent. Pursuant to the terms of a Management Agreement dated October 18, 1979, Aaron M. Chaney, Inc., a Hawaii corporation has been appointed the initial managing agent.

FINANCING OF THE PROJECT: The Developer has arranged for financing the cost of the Project with First Security Bank of Utah, National Association.

Among other provisions, the Reservation Agreement and Sales Contract Form and the Deposit Receipt and Sales Contract provide: (1) Purchaser agrees that all of the rights of Purchaser under the Sales Contract are and shall be subject and subordinate to the lien of any mortgage securing the repayment of any interim loan on the project made to finance the cost of renovation and other costs of the project, and to any and all sums which may become a lien pursuant to the terms of such interim loan and any related agreement; (2) Developer makes no warranties, express or implied, with respect to any individual apartment, the common elements, the real property,

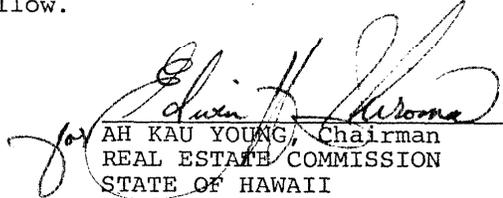
the project or any consumer products or other items installed on or contained therein including, but not limited to, any warranty, express or implied, or merchantability, habitability, workmanlike construction, or fitness for a particular purpose or use nor shall the Developer be liable to any purchaser or to the Association of Unit Owners for any consequential damages of any kind or description arising from any defect or malfunction in any of the individual units, the common elements, the real property, any consumer products or other items installed or contained herein.

STATUS OF PROJECT: The Developer's application for building permits for the renovation of the existing structure has been submitted to the Building Department, Department of Land Utilization, City and County of Honolulu.

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The purchaser or prospective purchaser should be cognizant of the fact that this report represents information disclosed in the required Notice of Intention submitted October 19, 1979.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1189 filed with the Commission on October 19, 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.

  
AH KAU YOUNG, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

Department of Taxation  
Bureau of Conveyances  
Planning Department, County of Honolulu  
Federal Housing Administration  
Escrow Agent  
Registration No. 1189

November 5, 1979

PERCENTAGE INTEREST OF EACH UNIT IN THE COMMON ELEMENTS

I. APARTMENT UNITS

<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE</u>	<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE</u>
220	S	.22%	601	G	.34%
221	R	.22%	602	I	.34%
222	R	.22%	603	J	.34%
223	R	.22%	604	J-1	.34%
224	R	.22%	605	I-1	.34%
225	T	.22%	606	A	.36%
226	T	.22%	607	B	.36%
227	T	.22%	608	C	.41%
228	T	.22%	609	D	.22%
229	T	.22%	610	E	.34%
			611	F	.34%
301	L	.22%			
302	L	.22%	701	G	.34%
303	L	.22%	702	I	.34%
304	L	.22%	703	J	.34%
305	L	.22%	704	J-1	.34%
306	L	.22%	705	I-1	.36%
307	A	.36%	706	A	.36%
308	M	.36%	707	B	.36%
309	N	.34%	708	C	.41%
310	O	.22%	709	D	.22%
311	O	.22%	710	E	.34%
320	P	.22%	711	F	.34%
321	P	.22%			
322	P	.22%	801	G	.34%
323	P	.22%	802	I	.34%
324	P	.22%	803	J	.34%
325	Q	.22%	804	J-1	.34%
326	Q	.22%	805	I-1	.34%
327	Q	.22%	806	A	.36%
328	Q	.22%	807	B	.36%
329	Q	.22%	808	C	.41%
			809	D	.22%
401	H	.22%	810	E	.34%
402	I	.34%	811	F	.34%
403	J	.34%			
404	J-1	.34%	901	G	.34%
405	I-1	.34%	902	I	.34%
406	A	.36%	903	J	.34%
407	B	.36%	904	J-1	.34%
408	N-1	.34%	905	I-1	.34%
409	D	.22%	906	A	.36%
410	E	.34%	907	B	.36%
411	F	.34%	908	C	.41%
			909	D	.22%
501	H	.34%	910	E	.34%
502	I	.34%	911	F	.34%
503	J	.34%			
504	J-1	.34%	1001	G	.34%
505	I-1	.34%	1002	I	.34%
506	A	.36%	1003	J	.34%
507	B	.36%	1004	J-1	.34%
508	C	.41%	1005	I-1	.34%
509	D	.22%	1006	A	.36%
510	E	.34%	1007	B	.36%
511	F	.34%	1008	C	.41%
			1009	D	.22%
			1010	E	.34%
			1011	F	.34%

**EXHIBIT "A"**

<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE</u>	<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE</u>
1101	G	.34%	1700	A	.36%
1102	I	.34%	1707	B	.36%
1103	J	.34%	1708	C	.41%
1104	J-1	.34%	1709	D	.22%
1105	I-1	.34%	1710	E	.34%
1106	A	.36%	1711	F	.34%
1107	B	.36%			
1108	C	.41%	1801	H	.22%
1109	D	.22%	1802	I	.34%
1110	E	.34%	1803	J	.34%
1111	F	.34%	1804	J-1	.34%
			1805	I-1	.34%
1201	G	.34%	1806	A	.36%
1202	I	.34%	1807	B	.36%
1203	J	.34%	1808	C	.41%
1204	J 1	.34%	1809	D	.22%
1205	I-1	.34%	1810	E	.34%
1206	A	.36%	1811	F	.34%
1207	B	.36%			
1208	C	.41%	1901	H	.22%
1209	D	.22%	1902	I	.34%
1210	E	.34%	1903	J	.34%
1211	F	.34%	1904	J-1	.34%
			1905	I-1	.34%
1401	G	.34%	1906	A	.36%
1402	I	.34%	1907	B	.36%
1403	J	.34%	1908	C	.41%
1404	J-1	.34%	1909	D	.22%
1405	I-1	.34%	1910	E	.34%
1406	A	.36%	1911	F	.34%
1407	B	.36%			
1408	C	.41%	2001	H	.22%
1409	D	.22%	2002	I	.34%
1410	E	.34%	2003	J	.34%
1411	F	.34%	2004	J-1	.34%
			2005	I-1	.34%
1501	H	.22%	2006	A	.36%
1502	I	.34%	2007	B	.36%
1503	J	.34%	2008	C	.41%
1504	J-1	.34%	2009	D	.22%
1505	I-1	.34%	2010	E	.34%
1506	A	.36%	2011	F	.34%
1507	B	.36%			
1508	C	.41%	2101	H	.22%
1509	D	.22%	2102	I	.34%
1510	E	.34%	2103	J	.34%
1511	F	.34%	2104	J-1	.34%
			2105	I-1	.34%
1601	H	.22%	2106	A	.36%
1602	I	.34%	2107	B	.36%
1603	J	.34%	2108	C	.41%
1604	J-1	.34%	2109	D	.22%
1605	I-1	.34%	2110	E	.34%
1606	A	.36%	2111	F	.34%
1607	B	.36%			
1608	C	.41%	2201	H	.22%
1609	D	.22%	2202	I	.34%
1610	E	.34%	2203	J	.34%
1611	F	.34%	2204	J-1	.34%
			2205	I-1	.34%
1701	H	.22%	2206	A	.36%
1702	I	.34%	2207	B	.36%
1703	J	.34%	2208	C	.41%
1704	J-1	.34%	2209	D	.22%
1705	T-1	.34%	2210	E	.34%
			2211	F	.34%

<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE</u>	<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE</u>
2301	A	.22%	2501	H	.22%
2302	I	.34%	2502	I	.34%
2303	J	.34%	2503	J	.34%
2304	J-1	.34%	2504	J-1	.34%
2305	I-1	.34%	2505	I-1	.34%
2306	A	.36%	2506	A	.36%
2307	B	.36%	2507	B	.36%
2308	C	.41%	2508	K	.34%
2309	D	.32%	2509	D	.22%
2310	E	.34%	2510	E	.34%
2311	F	.34%	2511	F	.34%
2401	H	.22%	2601	H	.22%
2402	I	.34%	2602	H	.22%
2403	J	.34%	2603	F	.34%
2404	J-1	.34%	2604	F	.34%
2405	I-1	.34%	2605	D	.22%
2406	A	.36%	PHA	U	1.84%
2407	B	.36%	PH1	V	.76%
2408	C	.41%	PH2	W	.76%
2409	D	.32%			
2410	E	.34%			
2411	F	.34%			

II. COMMERCIAL UNITS

<u>UNIT NUMBER</u>	<u>PERCENTAGE INTEREST</u>
C- 1	1.21%
C- 2	3.62%
C- 3	.81%
C- 4	1.20%
C- 5	.04%
C- 6	.09%
C- 7	.19%
C- 8	.35%
C- 9	.06%
C-10	.31%
C-11	.49%
C-12	1.23%

III. PARKING UNITS

	<u>PERCENTAGE INTEREST PER UNIT</u>
Ninety-Two Parking Units	.01641%

TOTAL PERCENTAGE INTEREST IN COMMON ELEMENTS

Apartment Units	88.89%
Commercial Units	9.60%
Parking Units	1.51%
	<u>100.00%</u>