

# 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 ROSE AT LUSITANA  
1442 Lusitana Street  
Honolulu, Hawaii

REGISTRATION NO. 1304

### 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: May 7, 1980  
Expires: June 7, 1981

#### SPECIAL ATTENTION

A comprehensive reading of this report by the prospective purchaser is urged in order that the personal requirements and expectations to be derived from the property can be ascertained. The attention of the prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED April 30, 1980. 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, AS AMENDED.

1. THE ROSE AT LUSITANA is a proposed fee simple condominium project consisting of fifteen (15) residential apartments in one (1) three-story building, twenty-two (22) standard size parking stalls located in one basement parking level, and two (2) compact size parking stalls located on the project grounds. With respect to the parking stalls, fifteen (15) standard are assigned one

to each apartment as limited common elements, and nine (9) are unassigned as part of the common elements. A parking plan shown on the proposed Condominium Map for the project indicates the location of each numbered parking stall.

2. The Developer of the project has submitted to the Commission for its examination all documents deemed necessary for the registration of the condominium project and the issuance of this Preliminary Public Report.
3. The Developer reports that the Declaration of Horizontal Property Regime, the Bylaws of the Association of Apartment Owners and the Condominium Map will be recorded in the Bureau of Conveyances of the State of Hawaii immediately prior to the application for a Final Public Report.
4. No advertising and promotional matter have been submitted pursuant to the 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, as amended, and the Rules and Regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.
6. This Preliminary Public Report expires thirteen (13) months after issuance, May 7, 1980, unless a Final or Supplementary Public Report issues, or the Commission, upon review of the registration, issues an order extending the effective date of this report.
7. This Preliminary Public Report is part of the registration of THE ROSE AT LUSITANA. The Developer has the responsibility of placing a true copy of this Preliminary Public Report (yellow paper stock) together with the Disclosure Abstract in the hands of all purchasers and securing a signed copy of the receipt for both from each purchaser.

NAME OF PROJECT: THE ROSE AT LUSITANA

LOCATION: The project is located at 1442 Lusitana Street, Honolulu, Hawaii and has a land area of approximately 18,267 square feet.

TAX KEY: 2-1-22:4,5,6,7,45 and 46 (1st Tax Division).

ZONING: A-2 (Apartment)

DEVELOPER: ASAHI DEVELOPMENT HAWAII CORPORATION, 190 South King Street, Suite 655, Honolulu, Hawaii 96813 (telephone: (808) 536-7271). The officers of the corporation are Teiichi Ushioda, President; Satoru Jo, Vice President/Secretary; and Takashi Kano, Treasurer.

ATTORNEYS REPRESENTING DEVELOPER: Cades Schutte Fleming & Wright (Attention: Larry T. Takumi or John R. Aube), Suite 1400, 1000 Bishop Street, P. O. Box 939, Honolulu, Hawaii 96808, Telephone: (808) 521-9200.

DESCRIPTION OF PROJECT: The project consists of 15 residential apartments in one (1) three-story building, 22 standard size parking stalls located in one basement parking level, and two (2) compact size parking stalls located on the Project grounds.

Each apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) the inner decorated or finished surfaces of all walls, floors and ceilings, (iii) any doors, door frames, windows or window frames along the perimeters, (iv) the airspace within the perimeters, and (v) all fixtures originally installed therein, as specified in Exhibit "A" attached hereto and made a part hereof. The respective apartments shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, or the party walls, (b) the undecorated or unfinished floors and ceilings surrounding each apartment, or (c) any pipes, shafts, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided.

COMMON ELEMENTS: The common elements will include all portions of the project, other than the apartments, including, specifically, but not limited to, all of the Property submitted to the Horizontal Property Regime, in fee simple, the common elements mentioned in the Horizontal Property Act which are actually constructed on the Property, and all other portions of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use, and which are not included as part of an apartment, including, but not limited to:

(a) All foundations, columns, girders, beams, supports, perimeter walls, load-bearing walls, roofs, walkways, boardwalks, ducts, pumps, pipes, wires, conduits, and generally all equipment, apparatus, installations and personal property existing for common use in the building or located on the Property;

(b) All driveways, roads and other common ways, landscaping, planters, yards, fences, retaining walls, loading spaces, refuse collection areas, accessory equipment, trash chutes and fans;

(c) All stairways, elevators, electrical rooms, elevator equipment rooms, entries, elevator lobbies, corridors and vestibules; and

(d) Unassigned Parking Stalls Nos. 1, 2, 11, 12, 13, 14, 22, 23 (compact) and 24 (compact).

LIMITED COMMON ELEMENTS: Each apartment shall have appurtenant thereto exclusive easements for the use of the parking stall and basement storage locker designated in Exhibit "B" attached hereto.

INTEREST TO BE CONVEYED TO PURCHASER: The apartments have the percentage common interests in the common elements of the Project as set forth in Exhibit "B" attached hereto. Interests in each apartment will ultimately be transferred by the Developer to each buyer under an Apartment Deed, consisting of a deed of the improvements comprising the particular apartment, and an undivided percentage interest in the common elements, inclusive of the land.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: Each apartment shall at all times be used solely for permanent or temporary residential purposes.

The proposed House Rules provide, in part: (1) A dog or cat may be kept and maintained within the apartment unit and/or enclosed area related to that specific unit. Each owner of a dog or cat must deposit \$100.00 with the Board of Directors to defray the cost of repairing any damage to or maintaining the sanitation or cleanliness of the common elements caused by or attributable to such pet. Should the owner cease to occupy his apartment or keep a dog or cat, the \$100.00 deposit or any unexpended portion thereof will be refunded.

OWNERSHIP OF TITLE: A Preliminary Report dated April 17, 1980, issued by First Land Title Corporation states that fee simple title to the land is held by the Developer: Asahi Development Hawaii Corporation, a Hawaii corporation.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report dated April 17, 1980, states that title to the property 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. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions set forth in those certain Deeds dated January 28, 1980, recorded in the Bureau of Conveyances of the State of Hawaii in Book 14464 at Page 574, Book 14464 at Page 560, Book 14464 at Page 598 and Book 14464 at Page 566.

PURCHASE MONEY HANDLING: A copy of a specimen Deposit Receipt and Sales Contract and an executed Escrow Agreement have been submitted as part of the registration. The Escrow Agreement, dated April 29, 1980, identifies First Hawaiian Bank as the "Escrowee." Upon examination, the specimen Sales Contract and the Escrow Agreement to determine the time for and the amount of the installment payments on the purchase price and his obligations to pay the closing costs. It is incumbent

upon the purchaser to read and understand the Escrow Agreement before signing the Sales Contract since the Escrow Agreement prescribes the procedure for receiving and disbursing the purchaser's down payments and the Sales Contract provides that the purchaser approves the Escrow Agreement.

The Deposit Receipt and Sales Contract, among other things, contains acknowledgments by each purchaser: (i) that the apartments in the Project may be used only as a residential dwelling for the purchaser, his family, tenants and social guests, and for such other purposes which are compatible with the applicable zoning ordinances, but may not be used for any "time-sharing" purpose, as such term is defined in the Declaration of Horizontal Property Regime, or as an office or for any other commercial purpose; (ii) that the Developer will not sponsor, arrange or promote any program for the rental or temporary use and occupancy of apartments in the Project other than apartments owned by the Developer upon completion of the Project, if any, and the purchaser must make any such arrangements for his apartment, if desired, without the involvement or participation of the Developer; (iii) that the Developer has authorized no agents, salesmen or brokers to make any representations as to rental or other income from any apartment or any other economic benefit, including possible advantages from the ownership of an apartment under federal or state tax laws, to be derived from the purchase of an apartment in the Project, and that the purchaser acknowledges that no such representations or warranties have been made and that the Developer expressly disclaims and repudiates any representation from any source as to any possible economic benefit arising from ownership of an apartment in the Project; and (iv) that until the Developer closes the sales of all the apartments in the Project, the purchaser shall not enter into any agreement with any purchaser, lessee or owner of another apartment in the Project or any third party under which the purchaser agrees to share rental income from apartments in the Project.

The Escrow Agreement provides that a purchaser shall be entitled to a return of his funds, and Escrow shall pay such funds to such purchaser, without interest and less any applicable cancellation fees and processing and closing costs, if any one of the following has occurred:

(a) Escrow receives written notice from the Developer to return to a purchaser under a Sales Contract the funds of such purchaser then held by Escrow either (i) with the agreement of the purchaser or (ii) pursuant to a right of termination provided in the Sales Contract, or (b) with respect to a purchaser whose funds were obtained prior to the issuance of the Final Public Report covering the Project (the "Final Report"), there shall be any substantive change in the building plans of such a nature as to give the purchaser a right to cancel his Sales Contract pursuant to Chapter 514A of the Hawaii Revised Statutes (unless the purchaser's written approval or acceptance of the specific change is obtained, or ninety (90) days have elapsed since the purchaser has accepted in writing the apartment or he has first occupied the apartment), or (c) the Final Report differs in a material respect from the Preliminary Public Report, and the purchaser's written approval of such change has not been obtained and the purchaser

shall request the refund, or (d) the Final Report is not issued within one (1) year from the date of issuance of the Preliminary Public Report (unless upon its issuance the purchaser receipts for the same and the Sales Contract is nevertheless affirmed by the purchaser) and the purchaser shall request the refund within thirty (30) days pursuant to Section 514A-66, Hawaii Revised Statutes. If the purchaser's written approval or acceptance of any change or difference under (b) or (c) above is sought by the Developer and if the purchaser has not indicated his approval thereof within fifteen (15) days of the date on which the request therefor is sent from the Developer, the Developer may, at its option, within twenty (20) days thereafter direct that Escrow Agent return the purchaser's funds as provided above and the Sales Contract shall be cancelled.

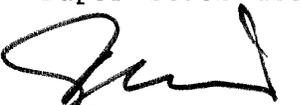
MANAGEMENT AND OPERATION: The Developer will not be employing any person or entity to serve as the managing agent for the Project. The Project is expected to be a self-operating or owner-managed condominium Project. Article III, Section 3, of the Bylaws states, however, that the Board of Directors may at any time employ a responsible managing agent to manage and control the Project, subject at all times to direction by the Board of Directors.

STATUS OF PROJECT: The Developer currently estimates that construction of the Project will commence in September, 1980, and will be completed within one (1) year from the date thereof.

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The purchaser and prospective purchasers should be cognizant of the fact that this Public Report represents information disclosed by the Developer in the required Notice of Intention submitted April 30, 1980.

This PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1304 filed with the Commission on April 30, 1980.

The report, when reproduced, shall be a true copy of the Commission's Public Report. Paper stock used in making facsimiles must be yellow.

  
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AH KAU YOUNG, Chairman  
Real Estate Commission  
State of Hawaii

Distribution:

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

Registration No. 1304

May 7, 1980