

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII
1010 RICHARDS STREET
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HONOLULU, HAWAII 96801

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

LIHOLIHO REGENCY I
1504 Liholiho Street
Honolulu, Hawaii

Registration No. 1313 (Conversion)

IMPORTANT — Read This Report Before Buying

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

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

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

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

Issued: October 22, 1980
Expires: November 22, 1981

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 12, 1980 AND INFORMATION SUBSEQUENTLY FILED AS OF OCTOBER 16, 1980. DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. The LIHOLIHO REGENCY I is a leasehold condominium project consisting of eighteen (18) residential apartments located in a four-story building constructed in 1969 and 21 parking stalls.

2. The Developer has submitted to the Commission for examination all documents deemed necessary for the registration of this condominium project and the issuance of this Final Public Report.
3. The basic documents (Declaration as to Merger of Increments in the Condominium Project, Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and a copy of the approved floor plans) have been filed in the office of the recording officer.

The Declaration as to Merger of Increments in the Condominium Project dated April 30, 1980 has been recorded in the Bureau in Liber 14703, Page 700. The Declaration and By-Laws dated April 30, 1980 have been recorded in the Bureau in Liber 14703, Page 709. A First Amendment to Declaration of Horizontal Property Regime and By-Laws of Liholiho Regency I dated September 18, 1980 has been recorded in Liber 15070, Page 591, (hereinafter called the "Declaration").

The Bureau of Conveyances has assigned Condominium Map No. 728 to the project.

4. Advertising and promotional materials required to be filed pursuant to the Rules and Regulations promulgated by the Commission will be submitted prior to public dissemination.
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 date of issuance, October 22, 1980, unless a supplementary report issues or the Commission upon review of the registration issues an order extending the effective period of this report.
7. This Final Public Report is made a part of the registration of LIHOLIHO REGENCY I. The Developer is responsible for placing a true copy of this Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor signifying that he has had an opportunity to read the report.

NAME OF PROJECT: LIHOLIHO REGENCY I

LOCATION: The project is located at 1504 Liholiho Street, Honolulu, Hawaii, on a parcel of 7,605 square feet.

TAX MAP KEY: 2-4-20-45 (1st Division).

ZONING: The property is presently zoned A-4, apartment.

DEVELOPER: The developers are Charles Hua Chang Wong of 2715 Manoa Road, Honolulu, Hawaii, Eliot Hua Kuang Wong of 3063 Puhala Rise, Honolulu aforesaid, and Alma Wong Young of 441 Mohouli Street, Hilo, Hawaii, telephone: 523-4207 (c/o Charles Hua Chang Wong).

ATTORNEY REPRESENTING DEVELOPER: Tamotsu Tanaka, Attorney at Law, A Law Corporation, 333 Queen Street, Suite 600, Honolulu, Hawaii 96813, telephone: 523-7581.

DESCRIPTION OF PROJECT: There is one building, fronting on the Northwest (Ewa) side of Liholiho Street, which is constructed primarily of reinforced concrete and hollow tile. There are 21 parking stalls, a laundry area, and a manager's office all on the ground floor.

The Declaration indicates that there are eighteen (18) separately designed and ascribed freehold estates consisting of the spaces within the perimeter walls of each of the eighteen apartments in one four-story building without a basement, which spaces, defined and referred to herein as "apartments" are designated on the plans and described as follows:

All eighteen apartments are one bedroom apartments containing a living room, bedroom, kitchen, and bathroom.

Apartments 201 through 206, inclusive, are located on the second floor. Apartments 201 and 206 are type A apartments containing a total living area of approximately 555 square feet, plus a lanai having an area of approximately 92.5 square feet. Apartments 202 through 205, inclusive, are type B apartments containing a total living area of approximately 540 square feet, plus a lanai having an area of approximately 90 square feet.

Apartments 301 through 306, inclusive, are located on the third floor. Apartments 301 and 306 are type A apartments containing a total living area of approximately 555 square feet, plus a lanai having an area of approximately 92.5 square feet. Apartments 302 through 305, inclusive, are type B apartments containing a total living area of approximately 540 square feet, plus a lanai having an area of approximately 90 square feet.

Apartments 401 through 406, inclusive, are located on the fourth floor. Apartments 401 and 406 are type A apartments containing a total living area of approximately 555 square feet, plus a lanai having an area of approximately 92.5 square feet. Apartments 402 through 405, inclusive, are type B apartments containing a total living area of approximately 540 square feet, plus a lanai having an area of approximately 90 square feet.

The apartments are numbered and located in the manner shown on Condominium Map No. 728, previously recorded in said Bureau. Each of the apartments has access to a walkway and two stairways leading to the upper and lower floors of the building.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, 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. Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter walls, windows and window frames, door and door frames, floor and ceilings, and, where applicable, the air space bounded by the lanai enclosure, and the built-in fixtures within the apartment.

NOTE: The project is subject to merger with a proposed Phase II. Such a merger will affect a purchaser's interest in the project. Therefore, purchasers are urged to review the Declaration as to Merger of Increments referred to under paragraph 3 on Page 2.

COMMON ELEMENTS: An estate consisting of all remaining portions of the project, described and referred to as "common elements", which definition includes the building, the land on which it is located, and all remaining elements mentioned in the Horizontal Property Act which are actually constructed in the project, including but not limited to the following, has been created:

- (a) Said land in fee simple;
- (b) All foundations, columns, beams, supports, load-bearing walls, roofs, chases, corridors, entry halls, walkways, stairs, stairways, driveways, entrances and exits of said building;
- (c) All yards, grounds, landscaping, refuse areas, planter boxes, mailboxes;
- (d) 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 unit for services such as power, light, gas, water, sewer, telephone, and television signal distribution, if any;
- (e) Manager's office and laundry area;
- (f) Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein designated as "limited common elements", are 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; namely each apartment will

have at least one (1) parking space appurtenant thereto and for the exclusive use thereof, as follows:

<u>Apartment No.</u>	<u>Appurtenant Parking Space</u>
201	4
202	5
203	18
204	17
205	16
206	15
301	1, 6, 7, 8
302	2
303	3
304	9
305	10
306	11
401	21
402	20
403	19
404	14
405	13
406	12

Notwithstanding the foregoing assignment of parking spaces, the owners of the respective apartments have the right to change their designation of parking spaces which are appurtenant to their respective apartments by amending the Declaration, which amendment shall be executed solely by the respective owners of such apartments.

Three extra parking spaces, being Parking Space Nos. 6, 7 and 8 are appurtenant to and reserved for the exclusive use of Apartment 301; provided however, that Developer specifically reserves the right to grant, bargain, sell, convey and assign or otherwise transfer to any owner or owners of any apartment or apartments one or more of said extra parking spaces, or to designate such spaces as either guest parking or loading zones, and upon such transfer of a parking space or spaces to an apartment or such redesignation as a guest parking stall or loading zone, by way of amendment to the Declaration, to redesignate such extra parking space or spaces to be appurtenant to such apartment or to be added as a common element.

COMMON INTEREST:

(a) Each apartment shall have appurtenant thereto an undivided percentage interest in the common elements of Phase I as follows:

<u>Apartments</u>	<u>Percentage (each apartment)</u>
202-205, inclusive	
302-305, inclusive	
402-405, inclusive	.0550

201, 206	
301, 306	.0565
401, 406	.0570

Such interest is defined and referred to in the Declaration as the "common interest". The proportionate shares of the profits and common expenses of Phase I and the proportionate representations for voting purposes in the Association of Apartment Owners of the project, shall be in said percentage for each apartment. The aggregate common interest in the common elements of Phase I is allocated between the apartments on the basis of their interior floor area. The undivided interest in the common areas and facilities of Phase I and the title to the respective apartments to be conveyed shall not be separated nor separately conveyed and each said undivided interest shall be deemed to be conveyed or encumbered with its respective apartment even though the description in the instrument of conveyance may refer only to one or the other of the interests.

(b) The proportionate shares of the profits and common expenses of the project after merger, exclusive of the profits and common expenses pertaining solely to the common elements of Phase I, and the proportionate representations for voting purposes in the Association of Apartment Owners of the project after merger, may be subject to change by way of amendment to the Declaration of Horizontal Property Regime, to reflect a fraction whereby for each apartment the numerator of such fraction shall be the number of square feet of that apartment's respective floor area and the denominator shall be the number of square feet of total apartment floor area in the project after merger.

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

(a) Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of such apartment; in the other common elements for use according to their respective purposes; and in all other apartments of the building for support.

(b) If any part of the common elements encroaches upon any apartment, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event the building of the project shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common elements due to such construction shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist.

USES AND RESTRICTIONS:

(a) The apartments shall be occupied and used as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests, and for no other purposes.

(b) The owner of an apartment shall not use or permit to be used the same for any purpose which will injure the reputation of the project. Such owner shall not suffer anything to be done or kept in said apartment or elsewhere which will jeopardize the soundness of the buildings, or which will interfere with or unreasonably disturb the rights of other owners, or which will obstruct the exterior stairways or entranceways, or which will increase the rate of fire insurance on the buildings, or the contents thereof, or which will reduce the value of the buildings. No apartment owner, tenant, or lessee shall permit an apartment to be included in any time-sharing program.

(c) The owner of an apartment shall not without the prior written consent of the Board of Directors of the Association of Apartment Owners make any structural alterations in or additions to the apartment, or make any alterations in or additions to the exterior of the apartment (including awnings, jalousies or screens) or to any other portion or portions of the common elements unless otherwise provided in the By-Laws.

NOTE: The House Rules prohibit pets and waterbeds on the project and cooking on the lanais. Also, subject to certain conditions, there shall be no more than four occupants per apartment.

OWNERSHIP OF TITLE: The Preliminary Title Report by Title Guaranty of Hawaii, Inc., dated June 9, 1980, reflects that the ownership of the property is vested in Charles Hua Chang Wong, unmarried, Eliot Hua Kuang Wong, husband of Jean Kadooka Wong, and Alma Wong Young, wife of Ernest Young, as tenants in common.

ENCUMBRANCES: Said Preliminary Title Report dated June 9, 1980 by Title Guaranty of Hawaii, Inc. also shows title to the property to be subject to the following encumbrances:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Restrictive covenant contained in that certain Deed dated July 1, 1915 and recorded in Liber 422, Page 313, to-wit:

"That no vinous, malt, spirituous or intoxicating liquors of any kind shall ever be sold or exposed for sale or manufactured on the granted premises or any part thereof."

3. Mortgage in favor of Amfac Financial Corp., a Hawaii corporation, dated December 30, 1968, recorded in Liber 6353, Page 135; which said Mortgage was assigned to Southold Savings Bank, a New York corporation, dated August 8, 1969, recorded in Liber 6645, Page 338.
4. For real property taxes that may be due and owing, check with the Tax Assessor, First Division.

5. The restrictions, conditions, reservations and other provisions set forth in Declaration of Horizontal Property Regime dated April 30, 1980 recorded in the Office of the Registrar of Conveyances in Liber 14703 at Page 709 and the By-Laws attached thereto. Said project is covered by Condominium Map No. 728. Said Declaration and By-Laws was amended by instrument dated September 18, 1980 and recorded in Liber 15070, Page 591.

PURCHASE MONEY HANDLING: The executed escrow agreement dated March 27, 1980, identifies Title Guaranty Escrow Services, Inc. as the "Escrow" and provides that a purchaser shall be entitled to a return of his funds, and Escrow shall pay such funds to such purchaser, without interest, promptly after purchaser has requested such return if Escrow shall have received from Developer a written notice that any one of the following has occurred:

(a) Developer and the purchaser shall have requested Escrow in writing 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 cancel or rescind the sales contract pursuant to any right of cancellation or 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 have been a change in the building plans, subsequent to the execution of purchaser's sales contract requiring approval of a county officer having jurisdiction over the issuance of building permits except such changes as are specifically authorized in the Declaration of Horizontal Property Regime or by the terms of the sales contract or to which said purchaser has otherwise consented in writing or ninety days have elapsed since the purchaser has accepted in writing the apartment or the purchaser has first occupied the apartment; or

Upon refund of said funds to purchaser as aforesaid, Escrow shall return to Seller such purchaser's sales contract and any Condominium Conveyance Document therefore delivered to Escrow, and thereupon neither the purchaser nor Seller shall be deemed obligated thereunder.

Among other provisions, the specimen Sales Contract provides: (1) that Developer may terminate all sales contracts if less than 15 apartments have been sold by December 30, 1982; (2) the purchaser agrees to purchase the apartment in an "as is" condition, except for new appliances, carpets and drapes, (3) purchaser agrees that all rights of purchaser are subject and subordinate to the lien of any mortgage(s) made to finance the cost of renovation of the project by Seller and to any and all sums which may become a lien pursuant to the terms of such mortgage(s), and (4) purchaser agrees that the project shall be subject to merger and that Seller shall have the right to modify documents related thereto subject to purchaser's reasonable consent.

Upon examination, the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly with Sections 514A-37, 514A-39 and 514A-63 to 514A-66. A prospective purchaser should carefully examine the form of specimen sales contract and escrow agreement to determine the time for and the amount of the installment payments on the purchase price and the payment of closing costs.

MANAGEMENT AND OPERATION: Article IV, Section 1, of the By-Laws states that the Board of Directors shall at all times employ a responsible managing agent to manage and control the property subject at all times to direction by the Board of Directors. The Developer entered into an initial property management contract with Charles Wong, on April 1, 1980, and has submitted a copy thereof with its Notice of Intention.

STATEMENT OF FINANCING: The Developer has informed the Commission that it intends to cause the issuance of condominium conveyance documents to purchasers upon the confirmed sale of 15 apartments and use proceeds from its sale of the 15 apartments to pay off the mortgages and other liens on the apartments to be closed.

STATUS OF PROJECT: The project involves the conversion of an existing building completed in 1969 into a condominium project. The project's existing structure was built in compliance with all ordinances, codes, rules, regulations in force at the time of its construction and no variances or special permits have been requested or granted. This is confirmed in a letter from the City's Building Department dated February 5, 1980. Said letter's reference to 19 (instead of 18) units includes one unit converted to a manager's office and laundry area.

The Developer has advised the Commission that since the completion of the building, the units have been rented for residential purposes.

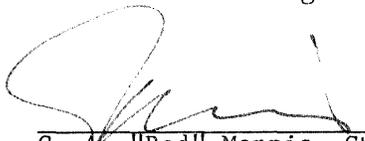
The estimated date new appliances, carpets and drapes will be installed in all the apartments in the project is no later than December 31, 1982.

The purchaser or prospective purchaser should be cognizant of the fact that this Public Report represents information disclosed by the Developer in the required Notice of Intention submitted May 12, 1980, and information subsequently filed as of October 16, 1980.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1313 filed with the Commission on May 12, 1980.

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 in color.



G. A. "Red" Morris, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

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REGISTRATION NO. 1313

Dated: October 22, 1980