

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

CENTURY PARK PLAZA - FIRST INCREMENT
Pearl City, Oahu, Hawaii

Registration No. 1347

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 19, 1980
Expires: October 19, 1981

SPECIAL ATTENTION

A comprehensive reading of this report by prospective purchasers 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 ON SEPTEMBER 3, 1980, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF SEPTEMBER 5, 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. CENTURY PARK PLAZA is a proposed leasehold condominium project, presently planned to be developed incrementally. THIS PUBLIC REPORT SHALL ALLOW THE DEVELOPER TO ENTER INTO SALES AND RESERVATION AGREEMENTS ONLY WITH RESPECT TO APARTMENTS IN THE INITIAL INCREMENT. The initial increment shall consist of two hundred ninety-six (296) residential apartments, to be built in accordance with floor plans filed with the Real Estate Commission. The initial increment will contain 413 parking spaces.
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. The Developer shall be responsible for placing this Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed copy of the receipt therefor.
3. Advertising and promotional matter has been or will shortly be submitted pursuant to the rules and regulations promulgated by the Commission.
4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and a copy of the Condominium Map) have not been recorded in the Bureau of Conveyances of the State of Hawaii.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A of the Hawaii Revised Statutes, and the Rules and Regulations of the Hawaii Real Estate Commission which relates to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, September 19, 1980, unless a Supplementary or Final Public Report is issued or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: CENTURY PARK PLAZA

LOCATION: The project is located at Pearl City, Island of Oahu, State of Hawaii and consists of approximately 417,742 square feet.

TAX KEY: First Division, 9-7-24-35

ZONING: A-1, A-3, R-6

DEVELOPER: Century Park Ventures, a registered Hawaii joint venture; Suite 1200, 900 Fort Street, Honolulu, Hawaii 96813; Telephone: 524-8505. The joint venturers are: Continental Hawaii Corporation (Suite 1200, 900 Fort Street, Honolulu, Hawaii 96813) and Bradley Land Corporation (Suite 204, 681 South King Street, Honolulu, Hawaii 96813).

ATTORNEY REPRESENTING DEVELOPER: Carlsmith & Dwyer, Suite 1800, Pioneer Plaza, 900 Fort Street, Honolulu, Hawaii 96813 (Attention: Mitchell A. Imanaka, Charles Edward Pear, Jr. or Curtis W. Carlsmith), Telephone No. 524-8000.

DESCRIPTION OF THE PROJECT:

A. Incremental Development. The Developer is considering the development of the property in separate increments. **THE DEVELOPER DOES NOT REPRESENT THAT ANY INCREMENT AFTER THE INITIAL INCREMENT WILL BE DEVELOPED.** The present plan of incremental development is as follows:

(1) Initial Increment: The initial increment shall consist of one (1) apartment building, being Tower A as shown on the Condominium Map and as described hereinbelow. A total of two hundred ninety-six (296) apartments shall be included within Tower A. The first increment shall also contain a five-level (including porte cochere level) parking structure adjacent to the apartment building, three tennis courts, a pool, play field and a recreation building.

(2) Subsequent Increments: The subsequent increments, if constructed, are presently planned to add two (2) apartment buildings, those being Towers B (second increment) and C (third increment) as shown on the Condominium Map, containing approximately two hundred ninety-six (296) apartments in each building. A four-level parking structure is presently planned to be constructed adjacent to Tower B.

B. Description of Buildings: The initial increment is presently planned to contain one (1) apartment building constructed principally of concrete, glass and gypsum board. The apartment building shall be forty-three (43) stories in height, shall contain a total of two hundred ninety-six (296) apartments, and shall contain no basement.

In addition to the apartment building, there will be constructed in the initial increment (1) a recreation building, which building shall consist of one story, without basement, and contain no apartments; and (2) a five-level (including porte cochere level) parking structure adjacent to the apartment building, without basement and containing no apartments.

C. Description of the Apartments: Two hundred ninety-six (296) separate condominium apartments are designated in the space within the perimeter and party walls, windows, doors, floors and ceilings of each of the two hundred ninety-six (296) apartment units of the property, which spaces are referred to herein as "apartments", and are designated on said Condominium Map and described as follows:

(1) Apartment Numbers and Locations: The apartment designations will be composed of the apartment number preceded by the floor number and followed by the building letter designation (Towers A, B and C). The designations for the apartments in Tower A on the 27th floor, for instance, will be as follows: "2701A", "2702A", "2703A", "2704A", "2705A", "2706A", "2707A" and "2708A". There are eight (8) apartments on each of the following floors, which apartments will be numbered from "01" to "08": 2nd, 3rd, 4th, 5th, 6th, 8th, 9th, 10th, 12th, 14th, 15th, 17th, 18th, 19th, 21st, 22nd, 23rd,

25th, 26th, 27th, 29th, 30th, 31st, 33rd, 34th, 35th, 37th, 38th, 39th, 41st, 42nd and 43rd floors. There are four (4) apartments on each of the following floors, which apartments will be numbered from "01" to "04": 7th, 11th, 16th, 20th, 24th, 28th, 32nd, 36th, 40th and 44th floors. The apartment numbers and locations are more fully illustrated on the Condominium Map.

(2) Layout and Area of Individual Apartments. The apartment units are constructed according to six (6) different floor plans. A description of each of said floor plans designating the layout, number of rooms and approximate area of each apartment is set forth hereinbelow:

<u>UNIT TYPE</u>	<u>CHARACTERISTICS</u>	<u>APARTMENT NUMBERS</u>	<u>APPROXIMATE AREA (sq. ft.)</u>
A	Interior unit, studio-living area, kitchenette, and bathroom.	201A, 205A, 301A, 305A, 401A, 405A, 501A, 505A, 601A, 605A, 801A, 805A, 901A, 905A, 1001A, 1005A, 1201A, 1205A, 1401A, 1405A, 1501A, 1505A, 1701A, 1705A, 1801A, 1805A, 1901A, 1905A, 2101A, 2105A, 2201A, 2205A, 2301A, 2305A, 2501A, 2505A, 2601A, 2605A, 2701A, 2705A, 2901A, 2905A, 3001A, 3005A, 3101A, 3105A, 3301A, 3305A, 3401A, 3405A, 3501A, 3505A, 3701A, 3705A, 3801A, 3805A, 3901A, 3905A, 4101A, 4105A, 4201A, 4205A, 4301A, 4305A	360
AR	Same as A, layout reversed	204A, 208A, 304A, 308A, 404A, 408A, 504A, 508A, 604A, 608A, 804A, 808A, 904A, 908A, 1004A, 1008A, 1204A, 1208A, 1404A, 1408A, 1504A, 1508A, 1704A, 1708A, 1804A, 1808A, 1904A, 1908A, 2104A, 2108A, 2204A, 2208A, 2304A, 2308A, 2504A, 2508A, 2604A, 2608A, 2704A, 2708A, 2904A, 2908A, 3004A, 3008A, 3104A, 3108A, 3304A, 3308A, 3404A, 3408A, 3504A, 3508A, 3704A, 3708A, 3804A, 3808A, 3904A, 3908A, 4104A, 4108A, 4204A, 4208A, 4304A, 4308A	360

B	Corner unit, one bedroom, living area kitchen and bathroom	202A, 206A, 302A, 306A, 402A, 406A, 502A, 506A, 602A, 606A, 802A, 806A, 902A, 906A, 1002A, 1006A, 1202A, 1206A, 1402A, 1406A, 1502A, 1506A, 1702A, 1706A, 1802A, 1806A, 1902A, 1906A, 2102A, 2106A, 2202A, 2206A, 2302A, 2306A, 2502A, 2506A, 2602A, 2606A, 2702A, 2706A, 2902A, 2906A, 3002A, 3006A, 3102A, 3106A, 3302A, 3306A, 3402A, 3406A, 3502A, 3506A, 3702A, 3706A, 3802A, 3806A, 3902A, 3906A, 4102A, 4106A, 4202A, 4206A, 4302A, 4306A	515
BR	Same as B, layout reversed	203A, 207A, 303A, 307A, 403A, 407A, 503A, 507A, 603A, 607A, 803A, 807A, 903A, 907A, 1003A, 1007A, 1203A, 1207A, 1403A, 1407A, 1503A, 1507A, 1703A, 1707A, 1803A, 1807A, 1903A, 1907A, 2103A, 2107A, 2203A, 2207A, 2303A, 2307A, 2503A, 2507A, 2603A, 2607A, 2703A, 2707A, 2903A, 2907A, 3003A, 3007A, 3103A, 3107A, 3303A, 3307A, 3403A, 3407A, 3503A, 3507A, 3703A, 3707A, 3803A, 3807A, 3903A, 3907A, 4103A, 4107A, 4203A, 4207A, 4303A, 4307A	515
C	Corner unit, two bedrooms, living area, kitchen and two bathrooms	701A, 703A, 1101A, 1103A, 1601A, 1603A, 2001A, 2003A, 2401A, 2403A, 2801A, 2803A, 3201A, 3203A, 3601A, 3603A, 4001A, 4003A, 4401A, 4403A	890
CR	Same as C, layout reversed	702A, 704A, 1102A, 1104A, 1602A, 1604A, 2002A, 2004A, 2402A, 2404A, 2802A, 2804A, 3202A, 3204A, 3602A, 3604A, 4002A, 4004A, 4402A, 4404A	890

NOTE: In accordance with local architectural practice, the approximate floor area of each apartment as set forth above includes all of the walls and partitions within its perimeter walls, the entirety of its perimeter non-party walls, and the interior half of its perimeter party walls, whether loadbearing or non-loadbearing. THE AREAS SHOWN ABOVE ARE APPROXIMATE ONLY, AND THE ACTUAL APARTMENT AREAS ARE LIKELY TO VARY SOMEWHAT.

(3) Access to Common Elements: Each apartment has immediate access to a corridor leading to two (2) stairways and three elevators, each stairway and elevator leading to the grounds of the property or common elements leading to the grounds and to Kuala Street.

(4) Other Data Identifying and Defining the Apartments: The respective apartments shall not be deemed to include the perimeter or party walls or the undecorated or unfinished surfaces thereof; the exterior surfaces of all perimeter walls, doors, door frames, windows and window frames; the interior load-bearing walls; the floor and ceiling surrounding each apartment; any pipes, wires, conduits or other utility or service lines which are utilized for or serve more than one apartment; all of the foregoing being 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 or party walls; the inner decorated or finished surfaces of all walls, floors, ceilings, doors, door frames, windows and window frames; and all fixtures originally installed in the apartment.

COMMON ELEMENTS: One freehold estate is hereby designated in all of the remaining portions of the property, herein called the "common elements", including specifically but not limited to:

(1) Said land in fee simple;

(2) All structural components, such as foundations, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, exterior stairs, stairways, entrances, exits, floor slabs, unfinished perimeter, party and load-bearing walls, and walkways of said buildings;

(3) All common spaces such as yards, the play field, gardens, planting areas, trash collection areas, swimming pool, tennis courts, all parking areas including those visitor parking stalls as designated in Exhibit "A" attached hereto, parking structures, driveways, access lanes and ramps leading to the parking areas;

(4) All common premises such as the lobby, recreation or storage rooms, electrical rooms, utility rooms, mechanical room and other premises for the use of janitors or other persons employed for operation of the property, if any;

(5) 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 apartment for services such as power, light, gas, hot water,

cold water, incineration, sewage, telephone, radio and television signal distribution, if any;

(6) Any apparatus and installations existing for common use, such as tanks, pumps, motors, fans, compressors, ducts, vents, and other such installations and apparatus;

(7) The recreation building; and

(8) 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 called the "limited common elements", are hereby designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements as follows:

(1) Each apartment shall have for its exclusive use one (1) parking stall as designated and assigned in the schedule set forth in Exhibit "A" attached hereto and incorporated herein by this reference; except that each two-bedroom apartment (Types C and CR) shall have for its exclusive use two parking stalls as designated and assigned in the schedule set forth in said Exhibit "A".

(2) Each apartment shall have for its exclusive use the mailbox bearing the same number as such apartment.

(3) Each apartment "4401A", "4402A", "4403A" and "4404A" shall have for its exclusive use the roof garden situated directly above such apartment.

COMMON INTEREST: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the property (herein called the "common interest"), and the same proportionate share in all common profits and expenses of the property and for all other purposes, including voting, as set forth hereinbelow:

A and AR	.2440%
B and BR	.3489%
C and CR	.60272%

The common interests stated hereinabove are subject to change upon completion of subsequent increments, if any.

EASEMENTS: The proposed Declaration of Horizontal Property Regime provides that the apartments and common elements (including limited common elements) shall have and be subject to a number of easements including but not limited to the following which purchaser should note:

(1) With respect to each increment, Developer shall have the right to conduct extensive sales activities on the property, including the use of model apartments, sales and management offices, and extensive sales displays and activities until the earlier to occur of (a) forty-eight (48) months from the date of the recording in the Bureau of Conveyances of the

State of Hawaii of the first condominium conveyance document conveying an apartment in that increment or (b) the closing of the sale of the last unsold apartment in the property. In the event that the Developer is unable to sell all of the apartments within the forty-eight (48) month period, the Developer shall have the right to conduct sales activities on the property until the closing of the sale of the last unsold apartment in the property provided that such sales activities are conducted in an unobtrusive manner which will not unreasonably interfere with the use, possession and aesthetic enjoyment of the property by the other apartment owners. In the event that the Developer's mortgage lender or any successor to or assignee of the Developer's mortgage lender shall acquire any portion of the property in the course of any foreclosure or other legal proceeding or in the exercise of the mortgage remedies or by an assignment in lieu of foreclosure, such mortgage lender, its successors and assigns shall have the right to conduct such extensive sales activities on the property until at least ninety-five percent (95%) of all of the apartments in each increment constructed or to be constructed have been sold and recorded, notwithstanding the foregoing.

(2) With respect to each increment, Developer, its agents, employees, contractors, licensees, successors and assigns shall have an easement over, under and upon the property as may be reasonably necessary for the completion of improvements to and correction of defects in the property or in the new increment. Such easement shall terminate twenty-four (24) months after the later of (i) the date of the recording in the Bureau of Conveyances of the State of Hawaii of the first condominium conveyance document conveying an apartment in the newly constructed increment, or (ii) "substantial completion" (as that term is used in Chapter 507, Part II, Hawaii Revised Statutes) of the improvement to be completed or corrected in that increment. Such period shall be extended for such additional period (not to exceed twenty-four (24) months) as may be reasonably necessary for the completion of such improvements in the exercise of due diligence or such additional period as may become necessary if such completion is delayed by reason of force majeure.

(3) Developer, its agents, employees, contractors, licensees, successors and assigns shall have an easement over, under and upon the property or any portion thereof, to create and cause noise, dust and other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of any apartment or other improvements in any subsequent increment.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration of Horizontal Property Regime provides:

(1) Except when the holder of the first mortgage on an apartment has entered into possession of the apartment following (i) a default under its first mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, the apartments shall be occupied and used only "as residential dwellings". The Association shall have the power to enact resolutions, rules and regulations, and have the power to amend and repeal the same from time to time, reasonably restricting and regulating the use of the apartments and the

common elements; provided, that any such resolutions, rules or regulations shall be consistent with the terms of this Declaration, and the By-Laws.

(2) The owners of the respective apartments shall have the absolute right to sell, lease, rent or otherwise transfer such apartments subject to all provisions of the Horizontal Property Act, this Declaration and the By-Laws attached hereto; provided, however, that no apartment owner may sell, lease, rent or otherwise transfer less than the entire apartment.

(3) No apartment owner shall use his apartment or appurtenant limited common elements for any purpose which will injure the reputation of the property, or suffer anything to be done or kept in his apartment or elsewhere on the property which will (a) jeopardize the soundness of the property, or (b) interfere with or unreasonably disturb the rights of other owners and occupants, or (c) obstruct the corridors or stairways of the building, or (d) reduce the value of the property, or (e) increase the rate (unless such owner pays such increase) or result in the cancellation of fire insurance on the apartments or the contents thereof.

The proposed House Rules provide, in part: (1) No waterbeds shall be permitted in the apartments; (2) No livestock, poultry, rabbits or other animals shall be allowed on the premises except that household pets in reasonable number may be kept by the owners and occupants of residential apartments. All pets must be registered immediately with the Managing Agent. And, occupancy is limited to not more than two persons per bedroom contained in each apartment (a studio shall be considered as a one-bedroom apartment), excluding children under the age of five (5), except that in no event and under no circumstances shall the number of occupants per bedroom contained in each apartment exceed three (3) per bedroom, inclusive of children under the age of five (5).

OWNERSHIP OF TITLE: A Preliminary Title Report issued by Pacific Guaranty Title Corporation, dated August 14, 1980, reflects that fee simple title to the land is presently held in the name of Hirano Brothers, Limited, a Hawaii corporation. By Deposit, Receipt, Offer and Acceptance dated December 19, 1979, Hirano Brothers, Limited did agree to sell said land to Theodore J. Staley ("Staley") and Valley Superior Land Development Co. and, by Amendment to Deposit Receipt, Offer and Acceptance dated May 19, 1980, the closing date for the sale of said land was extended to November 19, 1980. On May 20, 1980, Staley and Aries International, Inc. did agree to the sale of Staley's interest in the land to Aries International, Inc. By agreement dated June 16, 1980, Aries International, Inc. has agreed to lease said land to Developer upon Aries International, Inc. becoming the fee simple owner.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report issued by Pacific Guaranty Title Corporation, dated August 14, 1980, states that title to the land is subject to the following encumbrances:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.

2. Restricted vehicle access along Waiawa Cutoff Road as shown on the map of File Plan No. 1449 and as granted to the State of Hawaii by Deed dated January 12, 1973, recorded January 18, 1973, in the Bureau of Conveyances, State of Hawaii, in Liber 8878, Page 442.

3. An easement for construction purposes in favor of the City and County of Honolulu, as set forth in Final Order of Condemnation, Case No. 28711, filed in the First Circuit Court, State of Hawaii, and in the Bureau of Conveyances, State of Hawaii, dated May 22, 1970, recorded May 26, 1970, in Liber 7025, Page 291.

4. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions set forth in the Deed, dated and recorded May 11, 1973, in the Bureau of Conveyances, State of Hawaii, in Liber 9141, Page 319.

5. Mortgage dated and recorded April 3, 1975, made by and between Hirano Brothers, Limited, a Hawaii corporation, as mortgagor, and First Federal Savings and Loan Association of Hawaii, a federal corporation, as mortgagee, recorded in the Bureau of Conveyances, State of Hawaii, in Liber 10544, Page 264, as amended by instrument dated December 1, 1975, recorded in said Bureau in Liber 11053, Page 214.

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

PURCHASE MONEY HANDLING: A specimen Condominium Reservation Agreement, Deposit Receipt and Sales Agreement (hereinafter called "Reservation and Sales Agreement") and the executed Escrow Agreement have been submitted to the Real Estate Commission as part of the registration. The Escrow Agreement dated August 15, 1980 identifies King Escrow Services Corporation as the escrow agent. Upon examination, the specimen Reservation and Sales Agreement and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly with Section 514A-40, Section 514A-39 and Section 514A-63 through Section 514A-67. The provisions of the Reservation and Sales Agreement and the Escrow Agreement should be carefully read by the purchasers. The specimen Reservation and Sales Agreement filed as part of the registration recites the conditions under which the purchaser acknowledges receipt of the Public Report.

Among other provisions, the Escrow Agreement provides that the purchaser shall be entitled to a refund of his funds only if (a) seller asks Escrow to refund the purchaser's funds or (b) seller notifies Escrow of seller's rescission of the Reservation and Sales Agreement or (c) the conditions provided in Sections 514A-63, 514A-64 or 514A-66 of the Horizontal Property Act (as amended on the date the Reservation and Sales Agreement becomes binding and effective) have been met and written notice thereof has been provided to the seller.

Among other provisions, the specimen Reservation and Sales Agreement provides that:

(1) Reservation and Sales Agreements executed prior to the issuance of a Final Public Report for the project shall

constitute a "reservation" and not a "binding contract" for the purchase of an apartment. Accordingly, the reservation may be cancelled and terminated at any time at the option of either party (and purchaser shall receive a refund) until such time as the purchaser and seller execute a confirmation letter agreeing to render the Reservation and Sales Agreement a binding contract. Therefore, the purchaser should be aware that the execution of a Reservation and Sales Agreement prior to the issuance of a Final Public Report does not necessarily mean that the purchaser will be able to purchase the apartment reserved for the price stated or on the other terms stated in the Reservation and Sales Agreement, or on any terms at all.

(2) The seller makes no warranties, express or implied, with respect to the apartments, the project, or consumer products or other things installed therein, including warranties of merchantability, habitability, workmanlike construction, or fitness for a particular purpose. The seller does, however, agree to attempt to pass through to the purchaser the benefit of the general contractor's warranties, if any, and also the unexpired term, if any, of any assignable manufacturer's or dealer's warranties covering any furnishings, fixtures and appliances in the apartment.

(3) The seller may cancel the Reservation and Sales Agreement and hold the purchaser in default if any material discrepancies are discovered between the financial information furnished by the purchaser and the purchaser's actual financial status. Seller may also cancel if the purchaser's application or eligibility for a mortgage loan is rejected or not given unqualified approval within sixty (60) days after application or, in the instance where seller is required to offer apartments to prospective owner-occupants pursuant to Section 514A-105 H.R.S., within thirty (30) days after application. If purchaser proposes to pay the purchase price in cash and seller, in its sole discretion, after reviewing the written evidence submitted to it by purchaser, determines that seller is not satisfied as to purchaser's ability to make such cash payments, then seller may cancel the Reservation and Sales Agreement. Seller may also cancel the Reservation and Sales Agreement if the purchaser should die.

(4) The seller's mortgage loan (interim, renewals and extensions, used for acquiring the land, constructing the project, and associated costs) shall be and remain at all times a lien or charge on the project, including the individual apartments prior to and superior to any and all other liens or charges on the project, and purchasers intentionally waive, relinquish and subordinate the priority or superiority of any lien or other legal or equitable interest they may have under the Reservation and Sales Agreement in favor of the lien or charge on the project of the security interest of the lender. The purchasers also consent to the assignment for security of seller's interest in the Reservation and Sales Agreement and purchasers' escrow deposits to lender. The purchasers also irrevocably appoint the Managing Agent to receive and accept service of process on behalf of the purchasers.

(5) The seller makes no representations with respect to the possibility or probability of rental or other income from the apartment or other economical benefits to be derived from

the rental of the apartment, including but not limited to, any representations to the effect that seller or the Managing Agent of the project or a third party will provide services relating to the rental or sale of the apartment nor representations as to possible advantages from the rental of the apartment under federal or state tax laws. If purchaser wishes to rent the apartment to third persons, purchaser must make his own arrangements. Purchaser further agrees and acknowledges that in the event that the offer to sell and the purchase of the apartment or the activities of purchaser with respect to the apartment are determined to be or alleged to give rise to any violation of any federal or state securities laws or regulations, and seller may in addition pursue any other remedies and purchaser shall pay the seller's cost and attorneys' fees in connection therewith. In the event that the purchaser or anyone claiming by or through him or his apartment alleges that the offer to sell or the purchase of the apartment gives rise to any violation of federal or state disclosure laws or regulations, the purchaser covenants not to sue for any remedy other than to sue for a refund of the purchase price and actual closing costs plus interest at 8% per annum from the date of closing to the date of repayment. The purchaser agrees to absorb any additional charges incurred with respect to the apartment as the reasonable use value of the apartment. The terms of this paragraph will survive the closing, occupancy, and delivery of the apartment deed to the purchaser.

(6) The purchaser will pay all closing costs, including but not limited to, the escrow fee, conveyance taxes, all acknowledgment fees, all appraisal fees, all recording costs, charges for purchaser's credit report, costs for drafting of the mortgage and notes, and any assignment thereof, and costs for any title insurance. All applicable mortgage costs shall be paid by purchaser, and purchaser shall pay the nonrefundable start-up fee for commencement of the operations of the project by the Managing Agent and the Association of Apartment Owners. Real property taxes, maintenance costs and other prorations shall be made, and risk of loss shall transfer from seller to purchaser on the scheduled Closing Date as defined in the specimen Reservation Sales Agreement. Purchaser shall execute all documents necessary for closing and deposit with escrow all funds other than proceeds of purchaser's first mortgage loan within ten (10) days after receiving written notice to pre-close. Pre-closing may commence at any time after the effective date of the Reservation and Sales Agreement.

(7) In the event development and construction of the project is delayed due to governmental restrictions or regulations enacted after the date of the Reservation and Sales Agreement, or by occurrence of a contingency, the non-occurrence of which was a basic assumption upon which the contract was made, and seller determines that increases in development and construction costs because of such delay require increases in sales prices to maintain financial feasibility of the project, then and in any such event, and provided the sale of the property has not finally closed and the apartment deed has not been recorded, seller may increase the total purchase price hereinabove stated only to the extent necessitated by said increases in development and construction costs and seller shall notify purchaser in writing of any such increase in the total purchase price. After receipt of such

notice, purchaser shall have fifteen (15) days within which to affirm or terminate said Reservation and Sales Agreement. If, within said fifteen day period, purchaser does not notify seller in writing that purchaser elects to terminate said Agreement, purchaser shall be deemed to have affirmed said Agreement at the increased purchase price. If purchaser elects to terminate said Agreement, seller shall cause escrow to refund to purchaser all deposits made pursuant hereto, without interest and less any escrow cancellation fee, and seller may then offer said apartment to other prospective purchasers. Nothing in this paragraph shall be deemed to terminate, modify or qualify the obligations of the seller to complete construction within the period prescribed in Section E.3 of the Reservation and Sales Agreement if purchaser timely affirms said Agreement at the increased purchase price.

It is incumbent upon purchasers and prospective purchasers that they read with care the specimen Reservation and Sales Agreement and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of the condominium apartments are placed in trust, as well as the retention and disbursement of funds.

MANAGEMENT AND OPERATION: The proposed By-Laws provide that the operation of the project shall be conducted for the Association of Apartment Owners by a responsible corporate Managing Agent. The Managing Agent shall be appointed by the Association, in accordance with the By-Laws, except that the Managing Agent for the initial period following the date of the organization of the Association of Apartment Owners may be appointed by the Developer without necessity of confirmation by the Association. The initial Managing Agent has not yet been finally selected.

RIGHTS RESERVED TO DEVELOPER WITH RESPECT TO THE CONSTRUCTION AND CONSOLIDATION AND/OR MERGER OF ANY SUBSEQUENT INCREMENT:

Developer, its contractors and subcontractors, and their respective employees and agents, shall have the right and an easement in favor of Declarant and its assigns is hereby granted at any time, and from time to time prior to December 31, 1990, to enter upon and use the common elements of the property and do all things reasonably necessary, desirable or useful for designing, developing, constructing or completing any subsequent increment, connecting the same to the utility installations of the property, or selling the apartments contained within said subsequent increments, upon and subject to the following terms and conditions:

(1) Any subsequent increment, if constructed, shall be constructed in accordance with plans and specifications prepared by a licensed architect; provided, however, that such plans and specifications shall not require the alteration or demolition of any existing apartments of the property;

(2) Developer shall have the right to add, delete, relocate, realign, reserve and grant all easements and rights-of-way and to otherwise make alterations in and use the common elements for such development and construction, and to designate limited common elements over, under and on the common elements necessary or desirable with respect to the construction or use of any subsequent increment, including but

not limited to easements and rights-of-way for utilities, cesspools, sanitary and storm sewers, sewage treatment plants, refuse disposal, driveways, parking areas and roadways; provided, that such easements and rights-of-way and limited common elements shall not be located on or within any existing apartment building on the property and, upon completion, shall not unreasonably and materially impair the use of any existing apartment;

(3) Every apartment owner and all holders of liens affecting any of the apartments in the property and each and every other party acquiring an interest in the property or any part thereof, by acquiring such apartment lien, or other interest, consents to and agrees that he/it shall, if required by law or by Developer, join in, consent to and execute all instruments and documents necessary or desirable to effect the granting of easements and/or rights-of-ways and/or the designation of limited common elements provided for hereinabove; and appoints the Developer and its assigns his attorney-in-fact with full power of substitution to execute such documents and to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights and shall not be affected by disability of any such party.

(4) The Developer, its contractors and subcontractors and their respective employees and agents, shall not cause any interruption other than a temporary interruption in the service of utilities to the property and shall use reasonable efforts, without additional cost to the Developer and consistent with maintaining the progress of the design, development, construction, completion and sale, to minimize interference with the apartment owners' use and enjoyment of the property.

And at any time or times prior to December 31, 1990, Developer reserves the right at any time and from time to time without being required to obtain the joinder or consent of any apartment owner, lien holder or other person, to consolidate or merge the initial increment and any subsequent increments or any portion thereof as though they had been developed as a single project. THE METHODS AND CONSEQUENCES OF ANY SUCH MERGER OR CONSOLIDATION ARE MORE PARTICULARLY SET FORTH IN THE DECLARATION, AND IT IS INCUMBENT ON PROSPECTIVE PURCHASERS TO READ WITH CARE ALL SUCH PROVISIONS RELATING TO ANY SUCH MERGER OR CONSOLIDATION.

Each and every party acquiring an interest in the property, by such acquisition, consents to all such consolidations and/or mergers of increments, and to the recording of such documents as may be necessary to effect the same; agrees to execute such documents and do such other things as may be necessary or convenient to effect the same; and appoints the Developer his attorney-in-fact to execute such documents and to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights and shall not be affected by disability of any such party. Each and every person also acknowledges, accepts and agrees that construction and sales activity for succeeding increments may continue on the property submitted to the Declaration, as well as adjacent property, after he has taken occupancy in the property, that such activity or activities may

result in noise, dust or other annoyances to him, and waives any rights, claims or actions he may have or acquire against Developer, its contractors, subcontractors and their respective agents and employees, as a result of such activity or activities.

DEVELOPER'S OPTION TO SUBDIVIDE AND WITHDRAW AREAS AND TO GRANT EASEMENTS AND/OR RIGHTS OF WAYS: The Developer may, but the Developer is under no obligation to withdraw from the property any portion or all of those areas designated in Exhibit "D" to the Declaration as possible withdrawal areas. Notwithstanding anything to the contrary in the Declaration, Developer shall, from time to time and at any time up to but not later than December 31, 1990, have the right at its option, to require alteration of the property by subdividing and withdrawing from the property and the horizontal property regime all or any portion of the common element areas designated in said Exhibit "D" as "Possible Withdrawal Areas", on the following terms and conditions:

(1) Developer shall, at Developer's expense and without being required to obtain the consent or joinder of any apartment owner, lien holder or other person, execute and record an amendment to the Declaration and the Condominium Map: (a) to subdivide and withdraw any areas chosen for withdrawal; and (b) when applicable or necessary, to add, delete, relocate, realign, reserve and grant all easements and rights of ways over, under and on the common elements necessary or desirable, including but not limited to, easements and/or rights of ways for utilities, cesspools, sanitary and storm sewers, cable television, refuse disposal, driveways, parking areas and roadways, provided that such easements and/or rights of ways shall not be located on or within any existing structure on said property and shall not be exercised as to unreasonably disturb, impair or interfere with the normal use and enjoyment of the property by the apartment owners.

(2) Every apartment owner and all holders of liens affecting any of the apartments in the project shall, if required by law or by Developer, join in, consent to, and execute all instruments and documents necessary or desirable to effect the subdivision and withdrawals provided for herein.

(3) The withdrawal of an area shall become effective upon the recording in the Bureau of Conveyances of the State of Hawaii of (a) an amendment to the Declaration provided for in sub-paragraph (1) above, (b) an exhibit setting forth a description of the land withdrawn from the property, (c) a memorandum of withdrawal, and (d) a deed of the areas withdrawn from the Developer as Grantor.

(4) The granting of easements and/or rights of ways provided for herein shall become effective upon the recording in the Bureau of Conveyances of the State of Hawaii of (a) an amendment to the Declaration as provided for in sub-paragraph (1) above, and (b) an exhibit setting forth a description of the addition, deletion, relocation, realignment, grant or reservation of easement and/or rights of ways.

Each and every party acquiring an interest in the property, by such acquisition, consents to such subdivisions and

withdrawals from the property and to the amendment or amendments of the Declaration and the recording thereof in the Bureau of Conveyances of the State of Hawaii to effect the same; agrees to execute such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints the Developer and its assigns his attorney-in-fact with full power of substitution to execute such documents and instruments and to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties.

The "possible withdrawal areas" designated in said Exhibit "D" to the Declaration are part of the common elements of the property. Purchasers and prospective purchasers should be cognizant of the fact that the administrative expense of the condominium project includes expenses pertaining to the care and maintenance of the "possible withdrawal areas".

LAND TRUST. In the event title to any apartment and its appurtenant common interest is transferred to a trustee under a land title holding trust under which substantially all powers of management, operation and control of the apartment remain vested in the trust beneficiary or beneficiaries, the trust estate and the beneficiaries thereunder from time to time shall be liable for and shall pay all common expenses and all other charges, costs and expenses assessed against such apartment or the owner thereof pursuant to this Declaration, the By-Laws, the Rules and Regulations (House Rules) or the Horizontal Property Act. No claim for payment of common expenses or other charges, costs or expenses shall be made against any such trustee personally and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or assessment, but the amount thereof shall constitute a lien on the apartment as provided in this Declaration, the By-Laws, and the Horizontal Property Act, notwithstanding any transfer of beneficial interest under such trust.

STATUS OF THE PROJECT: The Developer advises that construction of the project will commence on or about January 1981, and completion is scheduled for about June 1982.

The purchaser or respective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the Notice of Intention submitted on September 3, 1980, and information subsequently filed as of September 5, 1980.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 1347 filed with the Commission's Public Report. The paper stock used in making facsimiles must be yellow.



G. W. "RED" MORRIS, Chairman
Real Estate Commission
State of Hawaii

DISTRIBUTION:

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

Registration No. 1347

September 19, 1980

EXHIBIT "A"
TOWER "A"
PARKING STALL DESIGNATION

<u>Apt. No.</u>	<u>Stall No.</u>	<u>Apt. No.</u>	<u>Stall No.</u>
201A	4029	802A	2156
202A	2162	803A	2061
203A	2161	804A	4059
204A	4062	805A	4147
205A	4130	806A	2039
206A	2032	807A	2145
207A	2160	808A	4037
208A	4152	901A	4058
301A	4030	902A	2146
302A	2033	903A	2060
303A	2141	904A	4146
304A	4131	905A	4038
305A	4031	906A	2155
306A	2064	907A	2147
307A	2159	908A	4057
308A	4061	1001A	4135
401A	4032	1002A	2040
402A	2034	1003A	2059
403A	2142	1004A	4136
404A	4132	1005A	4039
405A	4151	1006A	2154
406A	2063	1007A	2041
407A	2158	1008A	4145
408A	4034	1101A	3142
501A	4033		3141
502A	2035	1102A	3035
503A	2143		3034
504A	4150	1103A	3157
505A	4133		3158
506A	2036	1104A	3039
507A	2157		3038
508A	4035	1201A	4040
601A	4149	1202A	2058
602A	2037	1203A	2152
603A	2144	1204A	4056
604A	4060	1205A	4144
605A	4148	1206A	2043
606A	2062	1207A	2046
607A	2038	1208A	4042
608A	4036	1401A	4041
701A	3140	1402A	2042
	3139	1403A	2153
702A	3062	1404A	4137
	3063	1405A	4055
703A	3037	1406A	2044
	3036	1407A	2047
704A	3060	1408A	4043
	3061	1501A	4054
801A	4134	1502A	2057

<u>Apt. No.</u>	<u>Stall No.</u>	<u>Apt. No.</u>	<u>Stall No.</u>
1503A	2045	2203A	3168
1504A	4138	2204A	2072
1505A	4044	2205A	2171
1506A	2048	2206A	3167
1507A	2056	2207A	3027
1508A	4053	2208A	2074
1601A	3041	2301A	2075
	3040	2302A	3135
1602A	3058	2303A	3070
	3059	2304A	2170
1603A	3155	2305A	2133
	3156	2306A	3166
1604A	3044	2307A	3136
	3045	2308A	2071
1701A	4143	2401A	3146
1702A	2055		3145
1703A	2049	2402A	3047
1704A	4045		3048
1705A	4052	2403A	3151
1706A	2054		3152
1707A	2148	2404A	3054
1708A	4139		3055
1801A	4048	2501A	2070
1802A	2149	2502A	3028
1803A	2053	2503A	3137
1804A	4142	2504A	2169
1805A	4046	2505A	2130
1806A	2050	2506A	3165
1807A	2151	2507A	3069
1808A	4049	2508A	2069
1901A	4051	2601A	2135
1902A	2150	2602A	3029
1903A	2052	2603A	3164
1904A	4141	2604A	2068
1905A	4047	2605A	2168
1906A	2051	2606A	3138
1907A	3072	2607A	3030
1908A	4050	2608A	2167
2001A	3148	2701A	2025
	3147	2702A	3068
2002A	3056	2703A	3163
	3057	2704A	2136
2003A	3144	2705A	2067
	3143	2706A	3067
2004A	3153	2707A	3031
	3154	2708A	2026
2101A	4140	2801A	3052
2102A	3133		3053
2103A	3071	2802A	3150
2104A	2131		3149
2105A	2134	2803A	3051
2106A	3134		3050
2107A	3169	2804A	1153
2108A	2073		1154
2201A	2132	2901A	2166
2202A	3026	2902A	3066

<u>Apt. No.</u>	<u>Stall No.</u>	<u>Apt. No.</u>	<u>Stall No.</u>
2903A	3162	3602A	1041
2904A	2027		1040
2905A	2164	3603A	1155
2906A	3161		1156
2907A	1165	3604A	1039
2908A	2028		1038
3001A	2066	3701A	3132
3002A	3032	3702A	1035
3003A	3160	3703A	1140
3004A	2165	3704A	1171
3005A	2137	3705A	1132
3006A	3033	3706A	1065
3007A	1136	3707A	1160
3008A	2029	3708A	3073
3101A	2163	3801A	1169
3102A	1069	3802A	1141
3103A	1164	3803A	1064
3104A	2065	3804A	3025
3105A	2138	3805A	1025
3106A	1031	3806A	3159
3107A	1137	3807A	3065
3108A	2030	3808A	1168
3201A	1058	3901A	1026
	1059	3902A	3043
3202A	1144	3903A	3046
	1143	3904A	1075
3203A	1061	3905A	1133
	1060	3906A	3042
3204A	1146	3907A	3049
	1145	3908A	1074
3301A	2031	4001A	1046
3302A	1138		1047
3303A	1068	4002A	1147
3304A	3131		1148
3305A	2139	4003A	1056
3306A	1067		1057
3307A	1163	4004A	1052
3308A	1170		1053
3401A	2140	4101A	1073
3402A	1032	4102A	3064
3403A	1162	4103A	1159
3404A	3130	4104A	1027
3405A	3170	4105A	1167
3406A	1034	4106A	1142
3407A	1139	4107A	1063
3408A	1131	4108A	1072
3501A	3075	4201A	1134
3502A	1033	4202A	1062
3503A	1066	4203A	1157
3504A	3171	4204A	1028
3505A	3074	4205A	1135
3506A	1161	4206A	1158
3507A	1036	4207A	1037
3508A	1130	4208A	1071
3601A	1045	4301A	1029
	1044	4302A	1042

<u>Apt. No.</u>	<u>Stall No.</u>	<u>Apt. No.</u>	<u>Stall No.</u>
4303A	1049		472
4304A	1166		473
4305A	1070		1054
4306A	1043		1055
4307A	1048		4021
4308A	1030		4022
4401A	1050		4023
	1051		4024
4402A	1151		4025
	1152		4026
4403A	426		4027
	427		4028
	428		4063
	429		4064
	430		4065
	431		4066
	432		4067
	433		4068
	434		4069
	435		4070
	436		4123
	437		4124
	438		4125
	439		4126
	440		4127
	441		4128
	442		4129
	443		4153
	444		4154
	445		4155
	446		4156
	447		4157
	448		4158
	449	4404A	1149
	450		1150
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