

# 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

WAIKIKI TRIANGLE  
1850 Kalakaua Avenue  
Honolulu, Hawaii 96813

REGISTRATION NO. 1457

### 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: October 15, 1981  
Expires: November 15, 1982

#### SPECIAL ATTENTION

A comprehensive reading of this report by the prospective purchaser 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 SEPTEMBER 8, 1981 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF OCTOBER 9, 1981. THE DEVELOPER, IN 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. WAIKIKI TRIANGLE is a proposed leasehold condominium project to consist of one (1) thirty-four story building, with a basement, containing a total of four hundred fifty-nine (459) apartment units (excluding two (2) apartments which are designated common elements). There will be six hundred seventy-two (672) parking stalls contained on the site of the project (560 regular stalls, 112 compact stalls).

2. The developer of the project has filed all documents and materials deemed necessary by the Commission for the registration of this proposed condominium project and the issuance of this Preliminary Public Report.

3. No advertising matter has been filed pursuant to the rules and regulations promulgated by the Commission.

4. The basic condominium documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners of WAIKIKI TRIANGLE and a copy of the approved floor plans) have not been filed in the Office of the recording officer.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of the Horizontal Property Act, Chapter 514A of the Hawaii Revised Statutes, as amended, and the Rules Relating to Horizontal Property Regimes of the Department of Regulatory Agencies.

6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, October 15, 1981, unless a Final Public Report issues or the Commission, upon review of the registration, issues an order extending the period of this report.

7. This Preliminary Public Report is made a part of WAIKIKI TRIANGLE condominium project. The Developer has the responsibility of placing a true copy of this Preliminary Report (yellow paper stock), including the Disclosure Abstract, in the hands of all purchasers and prospective purchasers and securing a signed copy of the receipt therefor.

NAME OF PROJECT: WAIKIKI TRIANGLE

LOCATION: 1850 Kalakaua Avenue, Honolulu, Hawaii 96815, with approximately 71,518 square feet of land to be committed to the horizontal property regime.

TAX MAP KEY: First Division: 2-6-14:39, 41, 43, 44, 49 and 59.

ZONING: Resort/Commercial

DEVELOPER: Leroy Robert Allen, unmarried, whose residence and post office address is 1750 Kalakaua Avenue, Honolulu, Hawaii 96826; Phone 946-3931.

ATTORNEY REPRESENTING DEVELOPER: Hamilton, Gibson, Nickelsen, Rush & Moore (Attention: Ken Harimoto and Earl T. Sato), 20th Floor, Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813, Phone: 521-0400.

DESCRIPTION:

1. Apartments. The proposed Declaration of Horizontal Property Regime and plans submitted by the developer indicate a leasehold condominium project consisting of one (1) thirty-four story building, constructed principally of concrete. There will be four hundred fifty-nine (459) freehold estates designated in the spaces within the perimeter walls of each of the four hundred fifty-nine (459) apartment units contained in the building (excluding two (2) apartments designated a common element), which spaces, together with appurtenant lanais, if any, are referred to herein as "apartments" and are designated on said plans and described as follows:

Apartments B-101 through B-110 inclusive are located on the basement level of the building.

Apartments G-101 through G-109 inclusive are located on the first (Ground) floor of the building.

Apartment 301 is located on the third floor of the building.

Apartments 401 through 458 inclusive are located on the fourth floor of the building.

Apartments 501 through 557 inclusive are located on the fifty floor of the building.

Apartments 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611 and 612 are located on the sixth floor of the building.

Apartments 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711 and 712 are located on the seventh floor of the building.

Apartments 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811 and 812 are located on the eighth floor of the building.

Apartments 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911 and 912 are located on the ninth floor of the building.

Apartments 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011 and 1012 are located on the tenth floor of the building.

Apartments 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111 and 1112 are located on the eleventh floor of the building.

Apartments 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211 and 1212 are located on the twelfth floor of the building.

Apartments 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311 and 1312 are located on the thirteenth floor of the building.

Apartments 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411 and 1412 are located on the fourteenth floor of the building.

Apartments 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511 and 1512 are located on the fifteenth floor of the building.

Apartments 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611 and 1612 are located on the sixteenth floor of the building.

Apartments 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711 and 1712 are located on the seventeenth floor of the building.

Apartments 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811 and 1812 are located on the eighteenth floor of the building.

Apartments 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911 and 1912 are located on the nineteenth floor of the building.

Apartments 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011 and 2012 are located on the twentieth floor of the building.

Apartments 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111 and 2112 are located on the twenty-first floor of the building.

Apartments 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211 and 2212 are located on the twenty-second floor of the building.

Apartments 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311 and 2312 are located on the twenty-third floor of the building.

Apartments 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411 and 2412 are located on the twenty-fourth floor of the building.

Apartments 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511 and 2512 are located on the twenty-fifth floor of the building.

Apartments 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611 and 2612 are located on the twenty-sixth floor of the building.

Apartments 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711 and 2712 are located on the twenty-seventh floor of the building.

Apartments 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811 and 2812 are located on the twenty-eighth floor of the building.

Apartments 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911 and 2912 are located on the twenty-ninth floor of the building.

Apartments 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011 and 3012 are located on the thirtieth floor of the building.

Apartments 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3111 and 3112 are located on the thirty-first floor of the building.

Apartments 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3210, 3211 and 3212 are located on the thirty-second floor of the building.

Apartment 3300 is located on the thirty-third floor of the building.

Apartment 3400 is located on the thirty-fourth floor of the building.

2. Description. A description of each of the apartments, designating the layout, number of rooms and approximate floor area thereof is as follows:

Apartment B-101 is office space and has a total area of approximately 930 square feet.

Apartment B-102, designated a limited common element, is office space, and has a total area of approximately 845 square feet.

Apartment B-103 is office space including a bathroom, and has a total area of approximately 1,285 square feet.

Apartment B-104 is office space and has a total area of approximately 380 square feet.

Apartment B-105 is office space including two bathrooms, and has a total area of approximately 2,830 square feet.

Apartment B-106 is office space including a bathroom, and has a total area of approximately 2,625 square feet.

Apartment B-107 is office space including a bathroom, and has a total area of approximately 435 square feet.

Apartment B-108 is a commercial retail space including a bathroom, and has a total area of approximately 1,420 square feet.

Apartment B-109 is a commercial retail space and has a total area of approximately 4,375 square feet.

Apartment B-110 is a commercial retail space and has a total area of approximately 5,135 square feet.

Apartment G-101 is a commercial retail space and has a total area of approximately 3,165 square feet.

Apartments G-102, G-103, G-104 and G-105 are each commercial retail spaces and have a total area of approximately 820 square feet.

Apartment G-106 is commercial restaurant space containing a dining area, a mezzanine, a kitchen, a men's restroom, a women's restroom, and an employee's restroom, and has a total area of approximately 18,085 square feet, together with an appurtenant patio and planter space having an area of approximately 7,385 square feet.

Apartment G-107, designated on said Condominium Map as the "Supper Club", is commercial space including a stage, and has a total area of approximately 6,440 square feet.

Apartment G-108 is a commercial retail space and has a total area of approximately 620 square feet.

Apartment G-109 is office space and has a total area of approximately 2,580 square feet, together with an appurtenant patio having an area of approximately 225 square feet and a planter and reflecting pool having an area of approximately 4,075 square feet.

Apartment 301 contains loft space and has a total area of approximately 3,135 square feet.

Apartment 401 contains an office and a bathroom, and has a total area of approximately 255 square feet.

Apartments 402, 403, 404, 417, 420, 433, 434, 435, 436, 453 and 454 each contain an office, a bathroom, and a coffee counter, and have a total area of approximately 470 square feet, together with an appurtenant patio having an area of approximately 400 square feet.

Apartment 405 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 365 square feet, together with an appurtenant patio having an area of approximately 240 square feet.

Apartment 406 contains one office, a bathroom, and a coffee counter, and has a total area of approximately 335 square feet, together with an appurtenant patio having an area of approximately 155 square feet.

Apartments 407, 409, 415, 416, 421, 422, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 455 and 456 each contain one office, a bathroom, and a coffee counter, and have a total area of approximately 430 square feet, together with an appurtenant patio having an area of approximately 185 square feet.

Apartments 408 and 410 each contain one office, a bathroom, and a coffee counter, and have a total area of approximately 470 square feet, together with an appurtenant patio having an area of approximately 185 square feet.

Apartment 411 contains one office, a bathroom, and a coffee counter, and has a total area of approximately 480 square feet, together with an appurtenant patio having an area of approximately 185 square feet.

Apartment 412 contains one office, a bathroom, and a coffee counter, and has a total area of approximately 450 square feet, together with an appurtenant patio having an area of approximately 135 square feet.

Apartments 413 and 424 each contain one office, a bathroom, and a coffee counter, and have a total area of approximately 450 square feet, together with an appurtenant patio having an area of approximately 65 square feet.

Apartments 414 and 423 each contain one office, a bathroom, and a coffee counter, and have a total area of approximately 430 square feet, together with an appurtenant patio having an area of approximately 125 square feet.

Apartments 418 and 419 each contain an office, a bathroom, and a coffee counter, and have a total area of approximately 645 square feet, together with an appurtenant patio having an area of approximately 500 square feet.

Apartment 425 contains two offices, a bathroom, and a coffee counter, and has a total area of approximately 790 square feet, together with an appurtenant patio having an area of approximately 370 square feet.

Apartment 426 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 450 square feet, together with an appurtenant patio having an area of approximately 400 square feet.

Apartments 427, 428, 429 and 430 each contain two offices, a bathroom, and a coffee counter, and have a total area of approximately 700 square feet, together with an appurtenant patio having an area of approximately 185 square feet.

Apartment 431 contains two offices, a bathroom, and a coffee counter, and has a total area of approximately 710 square feet, together with an appurtenant patio having an area of approximately 185 square feet.

Apartment 432 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 420 square feet, together with an appurtenant patio having an area of approximately 185 square feet.

Apartment 457 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 470 square feet, together with an appurtenant patio having an area of approximately 350 square feet.

Apartment 458 is a theater with a stage and two bathrooms, and has a total area of approximately 4,555 square feet, together with an appurtenant patio having an area of approximately 9,575 square feet.

Apartment 501, the Manager's Office, designated a common element, contains an office and has a total area of approximately 255 square feet.

Apartments 502, 503, 504, 517, 520, 526, 533, 534, 535, 536, 553 and 554 each contain an office, a bathroom, and a coffee counter, and have a total area of approximately 415 square feet, together with an appurtenant patio having an area of approximately 100 square feet.

Apartment 505 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 340 square feet, together with an appurtenant patio having an area of approximately 50 square feet.

Apartment 506 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 315 square feet, together with an appurtenant patio having an area of approximately 40 square feet.

Apartments 507, 509, 511 and 532 each contain an office, a bathroom, and a coffee counter, and have a total area of approximately 400 square feet, together with an appurtenant patio having an area of approximately 50 square feet.

Apartments 508 and 510 each contain an office, a bathroom, and a coffee counter, and have a total area of approximately 410 square feet, together with an appurtenant patio having an area of approximately 50 square feet.

Apartment 512 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 485 square feet, together with an appurtenant patio having an area of approximately 55 square feet.

Apartments 513 and 524 each contain two offices, a bathroom, and a coffee counter, and have a total area of approximately 580 square feet.

Apartments 514, 515, 516, 521, 522, 523, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 555 and 556 each contain an office, a bathroom, and a coffee counter, and have a total area of approximately 405 square feet, together with an appurtenant patio having an area of approximately 50 square feet.

Apartments 518 and 519 each contain an office, a bathroom, and a coffee counter, and have a total area of approximately 525 square feet, together with an appurtenant patio having an area of approximately 110 square feet.

Apartment 525 contains two offices, a bathroom, and a coffee counter, and has a total area of approximately 750 square feet, together with an appurtenant patio having an area of approximately 100 square feet.

Apartments 527, 528, 529 and 530 each contain two offices, a bathroom, and a coffee counter, and have a total area of approximately 675 square feet, together with an appurtenant patio having an area of approximately 50 square feet.

Apartment 531 contains two offices, a bathroom, and a coffee counter, and has a total area of approximately 685 square feet, together with an appurtenant patio having an area of approximately 50 square feet.

Apartment 557 contains an office and a bathroom, and has a total area of approximately 240 square feet.

Apartments 601 and 612 each contain an office, a bathroom, and a coffee counter, and have a total area of approximately 395 square feet, together with an appurtenant patio having an area of approximately 105 square feet.

Apartments 602 and 603 each contain two offices, a bathroom, and a coffee counter, and have a total area of approximately 580 square feet, together with an appurtenant patio having an area of approximately 385 square feet.

Apartment 604 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 325 square feet, together with an appurtenant patio having an area of approximately 105 square feet.

Apartment 605 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 400 square feet, together with an appurtenant patio having an area of approximately 105 square feet.

Apartments 606 and 607 each contain two offices, an entry area, a bathroom, and a coffee counter, and have a total area of approximately 695 square feet, together with an appurtenant patio having an area of approximately 385 square feet.

Apartment 608 contains an office, a bathroom and a coffee counter, and has a total area of approximately 405 square feet, together with an appurtenant patio having an area of approximately 105 square feet.

Apartment 609 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 325 square feet, together with an appurtenant patio having an area of approximately 100 square feet.

Apartment 610 contains two offices, a bathroom, and a coffee counter, and has a total area of approximately 565 square feet, together with an appurtenant patio having an area of approximately 185 square feet.

Apartment 611 contains two offices, a bathroom, and a coffee counter, and contains has total area of approximately 580 square feet, together with an appurtenant patio having an area of approximately 240 square feet.

Apartment 701 and 712 each contain an office, a bathroom, and a coffee counter, and has a total area of approximately 400 square feet.

Apartments 702, 703 and 711 each contain two offices, a bathroom, and a coffee counter, and have a total area of approximately 590 square feet.

Apartments 704 and 709 each contain an office, a bathroom, and a coffee counter, and have a total area of approximately 330 square feet.

Apartment 705 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 405 square feet.

Apartments 706 and 707 each contain two offices, an entry area, a bathroom, and a coffee counter, and have a total area of approximately 700 square feet.

Apartment 708 contains an office, a bathroom, and a coffee counter, and has a total area of approximately 410 square feet.

Apartment 710 contains two office, a bathroom, and a coffee counter, and has a total area of approximately 575 square feet.

Apartments 801, 812, 1001, 1012, 1201, 1212, 1401, 1412, 1601, 1612, 1801, 1812, 2001, 2012, 2201, 2212, 2401, 2412, 2601, 2612, 2801, 2812, 3001, 3012,

3201 and 3212 each contain an office, a bathroom, and a coffee counter, and have a total area of approximately 390 square feet, together with an appurtenant planter having an area of approximately 135 square feet.

Apartments 802, 803, 811, 1002, 1003, 1011, 1202, 1203, 1211, 1402, 1403, 1411, 1602, 1603, 1611, 1802, 1803, 1811, 2002, 2003, 2011, 2202, 2203, 2211, 2402, 2403, 2411, 2602, 2603, 2611, 2802, 2803, 2811, 3002, 3003, 3011, 3202, 3203 and 3211 each contain two offices, a bathroom, and a coffee counter, and have a total area of approximately 595 square feet.

Apartments 804, 809, 1004, 1009, 1204, 1209, 1404, 1409, 1604, 1609, 1804, 1809, 2004, 2009, 2204, 2209, 2404, 2409, 2604, 2609, 2804, 2809, 3004, 3009, 3204 and 3209 each contain two offices, a bathroom, and a coffee counter, and have a total area of approximately 450 square feet.

Apartments 805, 1005, 1205, 1405, 1605, 1805, 2005, 2205, 2405, 2605, 2805, 3005 and 3205 each contain two offices, a bathroom, and a coffee counter, and have a total area of approximately 535 square feet, together with an appurtenant planter having an area of approximately 20 square feet.

Apartments 806, 807, 1006, 1007, 1206, 1207, 1406, 1407, 1606, 1607, 1806, 1807, 2006, 2007, 2206, 2207, 2406, 2407, 2606, 2607, 2806, 2807, 3006, 3007, 3206 and 3207 each contain two offices, a reception area, a bathroom, and a coffee counter, and have a total area of approximately 705 square feet, together with an appurtenant planter having an area of approximately 250 square feet.

Apartments 808, 1008, 1208, 1408, 1608, 1808, 2008, 2208, 2408, 2608, 2808, 3008 and 3208 each contain two offices, a bathroom, and a coffee counter, and have a total area of approximately 525 square feet, together with an appurtenant planter having a total area of approximately 20 square feet.

Apartments 810, 1010, 1210, 1410, 1610, 1810, 2010, 2210, 2410, 2610, 2810, 3010 and 3210 each contain two offices, a bathroom, and a coffee counter, and have a total area of approximately 580 square feet.

Apartments 901, 912, 1101, 1112, 1301, 1312, 1501, 1512, 1701, 1712, 1901, 1912, 2101, 2112, 2301, 2312, 2501, 2512, 2701, 2712, 2901, 2912, 3101 and 3112 each contain an office, a bathroom, and a coffee counter, and have a total area of approximately 390 square feet.

Apartments 902, 903, 911, 1102, 1103, 1111, 1302, 1303, 1311, 1502, 1503, 1511, 1702, 1703, 1711, 1902, 1903, 1911, 2102, 2103, 2111, 2302, 2303, 2311, 2502, 2503, 2511, 2702, 2703, 2711, 2902, 2903, 2911,

3102, 3103 and 3111 each contain two offices, a bathroom, and a coffee counter, and have a total area of approximately 595 square feet, together with an appurtenant planter having an area of approximately 65 square feet.

Apartments 904, 1104, 1304, 1504, 1704, 1904, 2104, 2304, 2504, 2704, 2904 and 3104 each contain two offices, a bathroom and a coffee counter, and have a total area of approximately 450 square feet, together with an appurtenant planter having a total area of approximately 40 square feet.

Apartments 905, 1105, 1305, 1505, 1705, 1905, 2105, 2305, 2505, 2705, 2905 and 3105 each contain two offices, a bathroom and a coffee counter, and have a total area of approximately 535 square feet.

Apartments 906, 907, 1106, 1107, 1306, 1307, 1506, 1507, 1706, 1707, 1906, 1907, 2106, 2107, 2306, 2307, 2506, 2507, 2706, 2707, 2906, 2907, 3106 and 3107 each contain two offices, a bathroom and a coffee counter, and have a total area of approximately 705 square feet, together with an appurtenant planter having a total area of approximately 65 square feet.

Apartments 908, 1108, 1308, 1508, 1708, 1908, 2108, 2308, 2508, 2708, 2908 and 3108 each contain two offices, a bathroom and a coffee counter, and have a total area of approximately 525 square feet.

Apartments 909, 1109, 1309, 1509, 1709, 1909, 2109, 2309, 2509, 2709, 2909 and 3109 each contain two offices, a bathroom and a coffee counter, and have a total area of approximately 450 square feet, together with an appurtenant planter having a total area of approximately 25 square feet.

Apartments 910, 1110, 1310, 1510, 1710, 1910, 2110, 2310, 2510, 2710, 2910 and 3110 each contain two offices, a bathroom and a coffee counter, and have a total area of approximately 580 square feet, together with an appurtenant planter having an area of approximately 65 square feet.

Apartment 3300 contains loft space and has a total area of approximately 6,390 square feet, together with an appurtenant patio having an area of approximately 455 square feet.

Apartment 3400 contains loft space and has a total area of approximately 8,540 square feet, together with an appurtenant patio having an area of approximately 770 square feet.

3. The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floors and ceilings surrounding each apartment

or any pipes, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment. Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter or party walls, doors and door frames, windows and window frames, the patio air space (if any), the inner decorated or finished surfaces of all walls, floors and ceilings and all fixtures originally installed therein.

COMMON ELEMENTS: The proposed Declaration provides that one (1) freehold estate (called "common elements") is thereby designated in all of the remaining portions and appurtenances of the project, including specifically but not limited to:

- (a) Said land in fee simple;
- (b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, foyers, lobbies, stairways, elevators, walkways, corridors, halls, entrances and exits of said building;
- (c) All yards, grounds and landscaping;
- (d) All storage spaces, all trash collection areas, if any, all machinery and equipment rooms, and all janitor rooms;
- (e) All parking, loading and parking attendant areas;
- (f) All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, elevators, air conditioning, telephone and television signal distribution, if any;
- (g) The Manager's Office on the fifth floor designated on the Condominium Map as Apartment No. 501;
- (h) The bridge on the fifth floor connecting elevators nos. 1, 2, 3 and 4, as designated on the Condominium Map, with the apartments on the fifth floor;
- (i) Apartment No. B-102 located on the basement level; and
- (j) 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: The proposed Declaration states that certain parts of the common elements, therein called the "limited common elements", are designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows:

(a) Each and all of the parking stalls in the project and loading stalls nos. 3, 4, 5, 6, 7 and 8 on the first floor, as shown on said Condominium Map, shall be appurtenant to and for the exclusive use of Apartment No. G-107 of the project;

(b) The patio, swimming pool and planting areas on the fourth floor of the building, as shown on the proposed Condominium Map, shall be appurtenant to and for the exclusive use of Apartment No. 458;

(c) Apartment No. B-102 and Elevator No. 5 as designated on the proposed Condominium Map shall be appurtenant to and for the exclusive use of Apartments Nos. G-109, 301, 3300 and 3400.

(d) There shall be appurtenant to Apartments Nos. 3300 and 3400 of the project, the exclusive right in the nature of an easement to install, replace, repair and maintain within all parts of the project, including the stairwells and stairways and roof of the building of the project, from time to time and at all times, all communication transmission and accessory electrical lines and antenna and reflectors, together with conduits therefor, extending from any part of the grounds of the project to said apartment; and the exclusive right in the nature of an easement to use all communications conduits located within the project and to transmit and receive radio and television and other communication signals from equipment installed within the project, including without limitation the roof of the building, together with a nonexclusive right in the nature of an easement to use all conduits for telephone lines and to install, replace, repair and maintain within all parts of the project, telephone lines and accessories; provided, however, that the exercise of such rights shall not unreasonably interfere with passage through such stairwells and stairways.

(e) There shall be appurtenant to Apartment No. G-107 of the project, the exclusive right in the nature of an easement to raise flags and otherwise use the flagpoles situated on the project, as shown on the Condominium Map.

(f) The planter, patio and reflecting pool adjacent to Apartment No. G-109, as shown on the Condominium Map, shall be appurtenant to and for the exclusive use of Apartment No. G-109.

(g) The planter space and patio adjacent to Apartment No. G-106, as shown on the Condominium Map, shall be appurtenant to and for the exclusive use of Apartment No. G-106.

INTEREST TO BE CONVEYED TO PURCHASERS: The proposed Declaration states that each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project (called the "common interest"), and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting, as set forth in Exhibit "A" attached. Said common interest was determined by dividing each apartment's interior floor area by the total interior floor area of all apartments of the project.

Each purchaser will secure a Condominium Conveyance Document conveying an apartment, together with an undivided percentage interest in the common elements of the building of the project, and leasing an undivided percentage interest in the land upon which the project is located.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration provides:

1. Except as otherwise provided, the apartments shall be occupied and used only for office and commercial purposes and for no other purpose.

2. Time-Sharing Prohibited. Notwithstanding the foregoing, the apartments of the project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership" or "time-interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise.

3. Professional Uses. As permitted from time to time by applicable zoning ordinances, rules and regulations, the apartments may be occupied as professional offices, such as offices for consultants, psychiatrists, psychologists, psychological therapists, accountants, real estate brokers, and attorneys, and for such other general business office purposes that may be consented to in writing by the fee owner of the project lands from time to time, which consent said fee owner

may withhold unreasonably and arbitrarily. Notwithstanding any of the foregoing, the apartments shall not be occupied or used as offices for medical doctors (other than the aforementioned psychiatrists, psychologists, psychological technologists, acupuncturists, chiropractors and the like).

OWNERSHIP OF TITLE: A Preliminary Report dated August 28, 1981, issued by Security Title Corporation, represents that the fee simple title to the property submitted to the regime is vested in First Hawaiian Bank, a Hawaii corporation, Trustee under that certain unrecorded Trust Agreement dated March 21, 1980. The developer has submitted to the Commission an undated unrecorded Lease from said fee owner demising said property to the developer.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report dated August 28, 1981, issued by Security Title Corporation submitted to the Commission, provides that the following are encumbrances against title to the property:

1. For any taxes that may be due and owing, reference is made to the office of the Tax Assessor, First Division.
2. Grant dated June 7, 1927, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 13217, in favor of the City and County of Honolulu, granting a perpetual easement for maintenance of public utilities. (As to Lots 1-B-8 to 1-B-12, inclusive, and 6-B-10 to 6-B-13, inclusive, of PARCEL FIRST and Lots 1-B-3, 1-B-5, 1-B-6, 1-B-4-A and 1-B-4-B of PARCEL SECOND, also affects other property.)
3. Grant dated August 29, 1927, filed in said Office of the Assistant Registrar as Document No. 13702, in favor of Hawaiian Electric Company, Inc., granting a perpetual easement for the maintenance of electric light and power. (As to Lots 1-B-8 and 46 of PARCEL FIRST, also affects other property.)
4. A 5-foot easement for water over Lot 1-A-2-A, as shown on Map 12 of Land Court Application No. 570, as noted on Transfer Certificate of Title No. 123,393.
5. A 5-foot sewer easement over Lot 1-B-11, as shown on Map 3 of Land Court Application No. 570, as noted on Transfer Certificate of Title No. 123,393.
6. A 5-foot water easement over Lot 1-B-4-A, as shown on Map 12 of Land Court Application No. 570, as noted on Transfer Certificate of Title No. 123,393.
7. A 5-foot sewer easement over Lots 2 and 3, as shown on Map 1 of Land Court Consolidation No. 28, as noted on Transfer Certificate of Title No. 123,395.

8. Grant dated January 15, 1968, filed in said Office of the Assistant Registrar as Document No. 437609, in favor of the City and County of Honolulu, granting an easement for sewer. (As to Lots 1-B-11, 2 and 3 of PARCEL FIRST, also affects other property.)

9. Lease as to Parcel First filed in the Land Court as Document No. 82618 and subsequently amended (Document No. 129255) and assigned (Document No. 768118).

10. Lease as to Parcel Second, filed in the Land Court as Document No. 85964 and subsequently amended (Document No. 143974). Said leasehold was mortgaged on March 9, 1954 to Bishop National Bank (Document No. 158548).

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated September 9, 1981, between Security Title Corporation and the developer has been filed with the Commission. On examination, the executed Escrow Agreement, as well as the specimen Condominium Reservation Agreement, Deposit Receipt and Contract, filed with the Commission is found to be in compliance with Chapter 514A, Hawaii Revised Statutes.

Among other provisions, the specimen Sales Contract provides:

1. The Construction Contract will contain a provision that the Contractor will promptly correct any of its work found to be defective or not in conformance with its Construction Contract, for a period of one (1) year after the "Date of Substantial Completion" as defined in said Construction Contract. Seller hereby agrees that if the Buyer informs Seller of any construction within Buyer's apartment which does not conform to those standards within three hundred thirty (330) days after the "Date of Substantial Completion" as defined in said Construction Contract, that Seller will direct and will employ all reasonable efforts to have the Contractor correct any such fault(s) or defect(s) pursuant to its agreement with Seller; provided, however, that written notice thereof shall be given to Seller by Buyer within said 330-day period.

2. Buyer agrees that all of the rights of Buyer are and shall be subject and subordinate to the lien of any mortgage securing the repayment of the interim loans made to finance the cost of construction and other costs during construction and to any and all advances made thereon.

3. The Buyer agrees that until the Seller has closed out the sale of all of the apartments in the condominium project or until a date certain to be determined at a later date, whichever occurs first, that Buyer will not enter into an agreement in the condominium project and/or any third party under which Buyer agrees to share expenses and/or rentals of apartments in the condominium project.

The Escrow Agreement provides in part that:

A purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds to said purchaser, without interest and less Escrow's cancellation fee of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00), if applicable, if purchaser shall in writing request refund of his funds and any one of the following shall have occurred:

1. Escrow receives a written request from the Seller to return to purchaser the funds of such purchaser then held hereunder by Escrow; or

2. If purchaser's funds were obtained prior to the issuance of a Final Public Report and if there is any change in the building plans, subsequent to the execution of purchaser's contract, requiring the approval of a county officer having jurisdiction over the issuance of permits for construction, unless the purchaser has given written approval or acceptance of the change; or

3. If the request is prior to the time the Final Public Report is issued, or if after such time, the Final Public Report differs in any material respect from the Preliminary Public Report, unless the purchaser has given written approval or acceptance of the differences; or

4. If the Final Public Report is not issued within one (1) year from the date of issuance of the Preliminary Public Report.

Escrow's cancellation fee shall be paid by Seller and not the purchaser in the event a Sales Contract is cancelled pursuant to paragraphs 2, 3 or 4.

Upon refund of said funds to purchaser as aforesaid, Escrow shall return to Seller such purchaser's Sales Contract and any apartment deed theretofore delivered to Escrow, and thereupon purchaser shall be deemed no longer obligated thereunder.

If at any time the Seller shall certify in writing to Escrow that a purchaser, whose funds are being held hereunder by Escrow, has defaulted under the terms of his Sales Contract and that the Seller has terminated said Contract pursuant to the terms hereof, Escrow shall notify said purchaser of said default and shall thereafter treat all funds such purchaser paid under such Contract, less Escrow's cancellation fee of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00), as the escrowed funds of said Seller and not of purchaser.

All funds received by Escrow shall be deposited in an interest-bearing account or accounts in a federally insured bank or savings and loan institution, to be held therein subject to all the terms and provisions hereof and to be subject to being drawn only upon written approval or signature by Escrow. All interest earned from such

account or accounts shall be credited to the account of Seller pursuant to agreement between Seller and purchasers as set forth in said Contract of Sale.

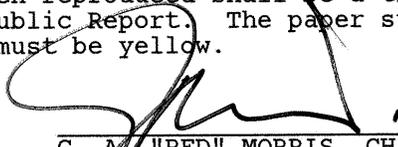
It is incumbent on the purchaser and prospective purchaser to read and understand the Escrow Agreement before signing the Condominium Reservation Agreement, Deposit Receipt and Contract, since the Escrow Agreement prescribes the procedure for receiving and disbursing purchaser's funds. The specimen Sales Agreement specifically provides that the purchaser approve said Escrow Agreement and assume the benefits and obligations therein provided. Purchaser and prospective purchasers are advised to read the provisions of the Reservation Agreement with care.

MANAGEMENT AND OPERATIONS: The proposed Declaration provides that the operation of the project shall be conducted for the Association of Apartment Owners by a responsible managing agent who shall be appointed by the Association in accordance with the By-Laws. The developer advises that a managing agent has not been selected yet.

STATUS OF PROJECT: The developer has advised the Commission that it estimates the construction of the project will commence on April 1, 1982.

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The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the developer in the required Notice of Intention submitted September 8, 1981, and additional information subsequently filed as of October 9, 1981.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION NO. 1457 filed with the Commission on September 8, 1981. This report when reproduced shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow.

  
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G. A. "RED" MORRIS, CHAIRMAN,  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:  
DEPARTMENT OF FINANCE  
BUREAU OF CONVEYANCES  
PLANNING COMMISSION, CITY AND  
COUNTY OF HONOLULU  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

REGISTRATION NO. 1457

October 15, 1981

EXHIBIT "A"

<u>APARTMENT</u>	<u>COMMON INTEREST</u>
B-101	.307042
B-103	.424246
B-104	.125458
B-105	.934332
B-106	.866651
B-107	.143616
B-108	.468817
B-109	1.444418
B-110	1.695334
G-101	1.044933
G-102	.270725
G-103	.270725
G-104	.270725
G-105	.270725
G-106	5.970814
G-107	2.126184
G-108	.204694
G-109	.851794
301	1.035029
401	.084188
402	.155171
403	.155171
404	.155171
405	.120505
406	.110601
407	.141965
408	.155171
409	.141965
410	.155171
411	.158473
412	.148569
413	.148569
414	.141965
415	.141965
416	.141965
417	.155171
418	.212948
419	.212948
420	.155171
421	.141965
422	.141965
423	.141965
424	.148569
425	.260820
426	.148569
427	.231107
427	.231107
429	.231107
430	.231107

<u>APARTMENT</u>	<u>COMMON INTEREST</u>
431	.234408
432	.138664
433	.155171
434	.155171
435	.155171
436	.155171
437	.141965
438	.141965
439	.141965
440	.141965
441	.141965
442	.141965
443	.141965
444	.141965
445	.141965
446	.141965
447	.141965
448	.141965
449	.141965
450	.141965
451	.141965
452	.141965
453	.155171
454	.155171
455	.141965
456	.141965
457	.155171
458	1.503846
502	.137013
503	.137013
504	.137013
505	.112251
506	.103998
507	.132061
508	.135363
509	.132061
510	.135363
511	.132061
512	.160124
513	.191489
514	.133711
515	.133711
516	.133711
517	.137013
518	.173331
519	.173331
520	.137013

<u>APARTMENT</u>	<u>COMMON INTEREST</u>
521	.133711
522	.133711
523	.133711
524	.191489
525	.247614
526	.137013
527	.222853
528	.222853
529	.222853
530	.222853
531	.226154
532	.132061
533	.137013
534	.137013
535	.137013
536	.137013
537	.133711
538	.133711
539	.133711
540	.133711
541	.133711
542	.133711
543	.133711
544	.133711
545	.133711
546	.133711
547	.133711
548	.133711
549	.133711
550	.133711
551	.133711
552	.133711
553	.137013
554	.137013
555	.133711
556	.133711
557	.079236
601	.130410
602	.191489
603	.191489
604	.107299
605	.132061
606	.229457
607	.229457
608	.133711
609	.107299
610	.186536
611	.191489
612	.130410

<u>APARTMENT</u>	<u>COMMON INTEREST</u>
701	.132061
702	.194790
703	.194790
704	.108950
705	.133711
706	.231107
707	.231107
708	.135363
709	.108950
710	.189837
711	.194790
712	.132061
801	.128760
802	.196441
803	.196441
804	.148569
805	.176632
806	.232758
807	.232758
808	.173331
809	.148569
810	.191489
811	.196441
812	.128760
901	.128760
902	.196441
903	.196441
904	.148569
905	.176632
906	.232758
907	.232758
908	.173331
909	.148569
910	.191489
911	.196441
912	.128760
1001	.128760
1002	.196441
1003	.196441
1004	.148569
1005	.176632
1006	.232758
1007	.232758
1008	.173331
1009	.148569
1010	.191489
1011	.196441
1012	.128760

<u>APARTMENT</u>	<u>COMMON INTEREST</u>
1101	.128760
1102	.196441
1103	.196441
1104	.148569
1105	.176632
1106	.232758
1107	.232758
1108	.173331
1109	.148569
1110	.191489
1111	.196441
1112	.128760
1201	.128760
1202	.196441
1203	.196441
1204	.148569
1205	.176632
1206	.232758
1207	.232758
1208	.173331
1209	.148569
1210	.191489
1211	.196441
1212	.128760
1301	.128760
1302	.196441
1303	.196441
1304	.148569
1305	.176632
1306	.232758
1307	.232758
1308	.173331
1309	.148569
1310	.191489
1311	.196441
1312	.128760
1401	.128760
1402	.196441
1403	.196441
1404	.148569
1405	.176632
1406	.232758
1407	.232758
1408	.173331
1409	.148569
1410	.191489
1411	.196441
1412	.128760

<u>APARTMENT</u>	<u>COMMON INTEREST</u>
1501	.128760
1502	.196441
1503	.196441
1504	.148569
1505	.176632
1506	.232758
1507	.232758
1508	.173331
1509	.148569
1510	.191489
1511	.196441
1512	.128760
1601	.128760
1602	.196441
1603	.196441
1604	.148569
1605	.176632
1606	.232758
1607	.232758
1608	.173331
1609	.148569
1610	.191489
1611	.196441
1612	.128760
1701	.128760
1702	.196441
1703	.196441
1704	.148569
1705	.176632
1706	.232758
1707	.232758
1708	.173331
1709	.148569
1710	.191489
1711	.196441
1712	.128760
1801	.128760
1802	.196441
1803	.196441
1804	.148569
1805	.176632
1806	.232758
1807	.232758
1808	.173331
1809	.148569
1810	.191489
1811	.196441
1812	.128760

<u>APARTMENT</u>	<u>COMMON INTEREST</u>
1901	.128760
1902	.196441
1903	.196441
1904	.148569
1905	.176632
1906	.232758
1907	.232758
1908	.173331
1909	.148569
1910	.191489
1911	.196441
1912	.128760
2001	.128760
2002	.196441
2003	.196441
2004	.148569
2005	.176632
2006	.232758
2007	.232758
2008	.173331
2009	.148569
2010	.191489
2011	.196441
2012	.128760
2101	.128760
2102	.196441
2103	.196441
2104	.148569
2105	.176632
2106	.232758
2107	.232758
2108	.173331
2109	.148569
2110	.191489
2111	.196441
2112	.128760
2201	.128760
2202	.196441
2203	.196441
2204	.148569
2205	.176632
2206	.232758
2207	.232758
2208	.173331
2209	.148569
2210	.191489
2211	.196441
2212	.128760

<u>APARTMENT</u>	<u>COMMON INTEREST</u>
2301	.128760
2302	.196441
2303	.196441
2304	.148569
2305	.176632
2306	.232758
2307	.232758
2308	.173331
2309	.148569
2310	.191489
2311	.196441
2312	.128760
2401	.128760
2402	.196441
2403	.196441
2404	.148569
2405	.176632
2406	.232758
2407	.232758
2408	.173331
2409	.148569
2410	.191489
2411	.196441
2412	.128760
2501	.128760
2502	.196441
2503	.196441
2504	.148569
2505	.176632
2506	.232758
2507	.232758
2508	.173331
2509	.148569
2510	.191489
2511	.196441
2512	.128760
2601	.128760
2602	.196441
2603	.196441
2604	.148569
2605	.176632
2606	.232758
2607	.232758
2608	.173331
2609	.148569
2610	.191489
2611	.196441
2612	.128760

<u>APARTMENT</u>	<u>COMMON INTEREST</u>
2701	.128760
2702	.196441
2703	.196441
2704	.148569
2705	.176632
2706	.232758
2707	.232758
2708	.173331
2709	.148569
2710	.191489
2711	.196441
2712	.128760
2801	.128760
2802	.196441
2803	.196441
2804	.148569
2805	.176632
2806	.232758
2807	.232758
2808	.173331
2809	.148569
2810	.191489
2811	.196441
2812	.128760
2901	.128760
2902	.196441
2903	.196441
2904	.148569
2905	.176632
2906	.232758
2907	.232758
2908	.173331
2909	.148569
2910	.191489
2911	.196441
2912	.128760
3001	.128760
3002	.196441
3003	.196441
3004	.148569
3005	.176632
3006	.232758
3007	.232758
3008	.173331
3009	.148569
3010	.191489
3011	.196441
3012	.128760

<u>APARTMENT</u>	<u>COMMON INTEREST</u>
3101	.128760
3102	.196441
3103	.196441
3104	.148569
3105	.176632
3106	.232758
3107	.232758
3108	.173331
3109	.148569
3110	.191489
3111	.196441
3112	.128760
3201	.128760
3202	.196441
3203	.196441
3204	.148569
3205	.176632
3206	.232758
3207	.232758
3208	.173331
3209	.148569
3210	.191489
3211	.196441
3212	.128760
3300	2.109676
3400	2.819505