

# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII  
1010 RICHARDS STREET  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

## FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on  
SUNSET PARADISE  
68-172 Au Street  
Waialua, Oahu, Hawaii 96791

REGISTRATION NO. 1487 (CONVERSION)

### **IMPORTANT — Read This Report Before Buying**

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

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

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

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

Issued: April 12, 1982  
Expires: May 12, 1983

#### 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 and prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED MARCH 9, 1982, AND INFORMATION SUBSEQUENTLY FILED AS OF MARCH 22, 1982. DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION ON THE PROJECT, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, (CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. SUNSET PARADISE is a fee simple condominium project consisting of two (2) existing three (3) story buildings containing a total of ten (10) apartments. There are fourteen (14) parking stalls with ten (10) parking stalls assigned to the apartments and four (4) parking stalls reserved for guest parking.

2. The Developer of the Project has submitted to the Commission for its examination all documents deemed necessary for the registration of the condominium project and the issuance of this Final Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-laws of the Association of Apartment Owners and a copy of the approved floor plans) have been recorded in the Bureau of Conveyances of the State of Hawaii:

The Declaration of Horizontal Property Regime dated June 1, 1978, with By-laws attached was recorded as aforesaid in Liber 12985, Page 186.

The approved Floor Plans showing the layout, location, apartment numbers, etc. have been designated Condominium File Plan No. 550.

The Declaration was amended by instrument dated September 12, 1978, recorded as aforesaid in Liber 13143, Page 710.

The Declaration was further amended by instrument dated March 3, 1982, recorded as aforesaid in Liber 16202, Page 310.

The By-laws were amended by instrument dated March 3, 1982, and recorded apart from the Declaration in Liber 16202, Page 314.

4. No advertising or promotional materials have been submitted to the Commission.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Rules and Regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.

6. This Final Public Report expires thirteen (13) months after issuance, April 12, 1982, unless a Supplementary Public Report issues, or the Commission, upon review of the registration, issues an order extending the effective date of this report.

7. This Final Public Report is part of the registration of Sunset Paradise. The Developer has the responsibility of placing true copies of this Final Public Report (white paper stock), and the Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed copy of the receipt therefor from each purchaser.

NAME OF PROJECT: SUNSET PARADISE

LOCATION:

The Project is located at 68-172 Au Street, Waialua, Oahu, Hawaii 96791 and has a land area of approximately 11,959 square feet.

TAX MAP KEY: First Division - 6-8-11-33.

ZONING:

A-2 (Apartment-Medium Density).

DEVELOPER:

D.D.J. Co., a Hawaii limited partnership, 1916 Democrat Street, Honolulu, Hawaii 96819; Telephone: 847-3277. The general partners of the partnership are Jack M. Dubey and J. Richard Jorgensen. The sole limited partner of the partnership is James F. Deane.

ATTORNEYS REPRESENTING DEVELOPER:

CADES SCHUTTE FLEMING & WRIGHT, (Attention: Douglas E. Prior or Cary S. Matsushige) 1000 Bishop Street, Honolulu, Hawaii 96813; Telephone: 521-9200.

DESCRIPTION AND DIVISION OF PROJECT:

The Project consists of two 3-story apartment buildings (designated as Building A and Building B) containing a total of ten (10) two-bedroom apartments in the Project. The buildings are of wood construction with concrete foundations, masonite hardboard exterior walls, aluminum jalousie windows, wooden doors and aluminum screen doors.

Building A contains five (5) two-bedroom apartments. Apartment Numbers A1, A3 and A5 are identical to Apartment Numbers A2 and A4, except that they are in a reverse configuration. Building B contains five (5) two-bedroom apartments. Apartment Numbers B1, B3 and B5 are identical to Apartment Numbers A2 and A4, except that they are in a reverse configuration. Building A and Building B are virtually identical in layout and design, except for the following structural differences. Building A has an exterior stairway from the ground level to the rooftop recreation area. There is a storage area under the exterior stairway. Building B has a trash enclosure on the ground level. There is a total of 14 parking stalls, 10 of which are assigned to the apartments and the remaining 4 of which are guest parking stalls. The location and number for each of the parking stalls are shown on the Condominium Map.

There is one basic design for all of the apartments in the Project. Each apartment has a split-level configuration with the kitchen, living room, dining room, one-half bath (containing a toilet and wash basin) and a laundry closet for a stack washer-dryer situated on the first level (which is the second floor of the building). There is a connecting interior stairway to the second level (which is the third floor of the building) which contains two bedrooms, a bathroom (containing a tub-shower combination, toilet, wash basin and linen closet), a hallway and a hallway closet. The interior area of the first level is approximately 435 square feet, and the interior area of the second level is approximately 466 square feet. Each apartment also has a lanai on the first level containing an area of approximately 40 square feet. Each apartment has direct access to an exterior stairway to the parking area on the ground floor level. The exterior stairway area is part of the apartment.

Each apartment has a storage locker (containing an area of approximately 34 square feet) on the ground level (bearing the number of the apartment) and an assigned parking stall. The storage lockers and parking stalls are limited common elements. The layout, location, and number of each apartment are shown on the Condominium Map.

The respective apartments shall not be deemed to include the undecorated or unfinished walls, the floors and ceilings surrounding each apartment, or any pipes, wires, conduits or other utility lines running through each apartment which are utilized for or serve more than one apartment, the same being deemed common elements. Each apartment shall be deemed to include the exterior stairway to the parking area and the adjacent lanai as shown in the Condominium Map, all the walls and partitions which are not loadbearing within its perimeter walls, the inner decorated or finished surfaces or all walls, floor or ceilings, doors and door frames, windows and window frames, and the built-in fixtures.

COMMON ELEMENTS:

The common elements will include the land and all improvements on the land other than the apartments, the limited common elements, and all common elements mentioned in Chapter 514A, Hawaii Revised Statutes, which are constructed on the land and specifically shall include, but shall not be limited to:

- (a) The land in fee simple;
- (b) All foundations, columns, girders, supports and load-bearing walls;
- (c) All the landscaped perimeter, plantings, and similar items;
- (d) All parking stalls including Guest Parking Stalls Nos. 3, 6, 10 and 13;
- (e) All roads, driveway areas, fences and exterior ground level walkways;
- (f) The exterior storage lockers, all ducts, electrical equipment, wiring and other central and appurtenant installations for services including power, light, cold and hot water, refuse and telephone;
- (g) The exterior stairway and rooftop recreation area in Building A;
- (h) All other devices or other installations upon the land existing for or rationally of common use to all the owners of apartments within the Project.

LIMITED COMMON ELEMENTS:

The limited common elements and apartments to which their use is reserved are as follows:

(a) Ten (10) covered parking spaces in Building A and Building B shall be limited common elements reserved for the exclusive use of the apartments to which they are appurtenant, and the remaining four (4) parking spaces shall be common elements only and reserved for guest parking. All of the parking stalls, except for parking stall no. 8 (which is a compact stall) are regular-sized stalls.

Parking Stall Assignments

Apt. No.	Parking Stall No.
A1	7
A2	5
A3	4
A4	2
A5	1
B1	14
B2	12
B3	11
B4	9
B5	8

(b) The exterior storage lockers shall be limited common elements for the exclusive use of the apartment having the same number as such exterior storage locker.

(c) The mail boxes for all apartments located in Building B shall be limited common elements for the exclusive use of the apartment having the same number as such mail box.

PERCENTAGE OF UNDIVIDED INTEREST:

Because each of the ten apartments in the Project are approximately of equal square area, the percentage of undivided interest in the common elements appurtenant to each apartment is 10 percent.

INTEREST TO BE CONVEYED TO PURCHASER:

Each apartment shall have appurtenant thereto an undivided 10% interest in all of the common elements of the project, and such percentage in all common profits and expenses of the project, and for all other purposes including voting.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE:

The Declaration and the Bylaws of the Association of Apartment Owners provides that the apartments shall at all times be used only as a private dwelling for the owner, his family, tenants and social guests, and for such other purposes which are compatible with the applicable zoning ordinances. The owners of the respective apartments may rent or lease their apartments on any long-term or short-term basis for such residential use. The apartments shall not be used as an office or for any other commercial purpose.

The owner of an apartment shall not use or permit to be used the same for any purpose which will injure the reputation of the Project. Such owner shall not suffer anything to be done or kept in an apartment or elsewhere which will jeopardize the soundness of the Project or which will interfere with or unreasonably disturb the rights of other owners, or which will increase the rate of fire insurance on the Project or the contents thereof, or which will reduce the value of the Project.

The owner of an apartment shall not, without the prior written consent of the Board, make any structural alterations in or additions to the apartment or make any alterations in or additions to the lanai or exterior of the apartment (including awnings, jalousies or screens) or to any other portion or portions of the common elements unless permitted by the Board and not in conflict with the Declaration and Bylaws.

All parking spaces in the Project shall be used solely for the parking of automobiles, motorcycles, motorbikes and trucks 1/2 ton or less in capacity.

The rooftop recreation area in Building A is intended and restricted for use as a recreational facility by the owners and occupants of residential apartments and their guests, subject to such regulations as may be established from time to time by the Board.

OWNERSHIP OF TITLE:

The Preliminary Report dated March 22, 1982 issued by Title Guaranty of Hawaii, Incorporated, states that fee simple title to the land is held by the Developer.

ENCUMBRANCES AGAINST TITLE:

Said Preliminary Report dated March 22, 1982 states that title to the property is subject to the following encumbrances:

1. For any taxes that may be due and owing and a lien on the land, reference is hereby made to the Office of the Tax Assessor of the First Division, City and County of Honolulu, Hawaii.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Restrictive covenants contained in Deed dated August 2, 1963, recorded in Liber 4568 at Page 346.
4. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Horizontal Property Regime dated June 1, 1978, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 12985 at Page 186, and to the By-Laws

attached thereto, as the same are or may hereafter be amended in accordance with law, said Declaration or said By-Laws. (Project covered by Condominium Map No. 550.) Said Declaration was amended by instruments dated September 12, 1978, recorded in Liber 13143 at Page 710; dated March 3, 1982, recorded in Liber 16202 at Page 310; and dated March 3, 1982, recorded in Liber 16202 at Page 314.

5. -AS TO APARTMENT NO. A1:- MORTGAGE dated September 12, 1978, recorded in Liber 13143 at Page 715, made by JACK M. DUBEY and J. RICHARD JORGENSEN, General Partners of D. D. J. CO., a registered Hawaii limited partnership, in favor of FIRST HAWAIIAN BANK, a Hawaii corporation.
6. -AS TO APARTMENT A2:- MORTGAGE dated September 12, 1978, recorded in Liber 13143 at Page 724, made by JACK M. DUBEY and J. RICHARD JORGENSEN, General Partners of D. D. J. CO., a registered Hawaii limited partnership, in favor of FIRST HAWAIIAN BANK, a Hawaii corporation.
7. -AS TO APARTMENT A3:- MORTGAGE dated September 12, 1978, recorded in Liber 13143 at Page 733, made by JACK M. DUBEY and J. RICHARD JORGENSEN, General Partners of D. D. J. CO., a registered Hawaii limited partnership, in favor of FIRST HAWAIIAN BANK, a Hawaii corporation.
8. -AS TO APARTMENT A4:- MORTGAGE dated September 12, 1978, recorded in Liber 13143 at Page 742, made by JACK M. DUBEY and J. RICHARD JORGENSEN, General Partners of D. D. J. CO., a registered Hawaii limited partnership, in favor of FIRST HAWAIIAN BANK, a Hawaii corporation.
9. -AS TO APARTMENT A5:- MORTGAGE dated September 12, 1978, recorded in Liber 13143 at Page 751, made by JACK M. DUBEY and J. RICHARD JORGENSEN, General Partners of D. D. J. CO., a registered Hawaii limited partnership, in favor of FIRST HAWAIIAN BANK, a Hawaii corporation.
10. -AS TO APARTMENT B1:- MORTGAGE dated September 12, 1978, recorded in Liber 13143 at Page 760, made by JACK M. DUBEY and J. RICHARD JORGENSEN, General Partners of D. D. J. CO., a registered Hawaii limited partnership, in favor of FIRST HAWAIIAN BANK, a Hawaii corporation.
11. -AS TO APARTMENT B2:- MORTGAGE dated September 12, 1978, recorded in Liber 13143 at Page 769, made by JACK M. DUBEY and J. RICHARD JORGENSEN, General Partners of D. D. J. CO., a registered Hawaii limited partnership, in favor of FIRST HAWAIIAN BANK, a Hawaii corporation.

12. -AS TO APARTMENT B3:- MORTGAGE dated September 12, 1978, recorded in Liber 13143 at Page 778, made by JACK M. DUBEY and J. RICHARD JORGENSEN, General Partners of D. D. J. CO., a registered Hawaii limited partnership, in favor of FIRST HAWAIIAN BANK, a Hawaii corporation.
13. -AS TO APARTMENT B4:- MORTGAGE dated September 12, 1978, recorded in Liber 13143 at Page 787, made by JACK M. DUBEY and J. RICHARD JORGENSEN, General Partners of D. D. J. CO., a registered Hawaii limited partnership, in favor of FIRST HAWAIIAN BANK, a Hawaii corporation.
14. -AS TO APARTMENT B5:- MORTGAGE dated September 12, 1978, recorded in Liber 13144 at Page 1, made by JACK M. DUBEY and J. RICHARD JORGENSEN, General Partners of D. D. J. CO., a registered Hawaii limited partnership, in favor of FIRST HAWAIIAN BANK, a Hawaii corporation.

PURCHASE MONEY HANDLING:

A copy of a specimen Deposit Receipt and Sales Contract (the "Sales Contract") and an executed Escrow Agreement have been submitted as part of the registration. The Escrow Agreement, dated March 4, 1982, identifies First Hawaiian Bank as "Escrow". Upon examination, the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly with Sections 514A-37, 39, 40, 63 through 66. A prospective purchaser should carefully examine the form of Sales Contract and the Escrow Agreement to determine the time for and the amount of the installment payments on the purchase price and his obligations to pay the closing costs. It is incumbent upon the purchaser to read and understand the Escrow Agreement before signing the Sales Contract because the Escrow Agreement prescribes the procedure for receiving and disbursing the purchaser's down payments and the Sales Contract provides that the purchaser approves the Escrow Agreement.

The Sales Contract, among other things, contains acknowledgments by each Buyer:

(i) that the Developer has authorized no agents, salesmen or brokers to make any representations as to rental or other income from any apartment or any other economic benefit, including possible advantages from the ownership of an apartment under federal or state tax laws, to be derived from the purchase of an apartment in the Project;

(ii) that the Buyer acknowledges that no such representations or warranties have been made and that the Developer expressly disclaims and repudiates any representation from any source as to any possible economic benefit arising from ownership of an apartment in the Project;

(iii) that the Buyer acknowledges and agrees that the two buildings comprising the Project was completed in 1973 and that the warranties of the general contractor have expired; and

(iv) that the Buyer acknowledges and agrees that the Seller makes no warranties with respect to the Buyer's apartment, the appliances and other personal property installed in the Apartment, and the Project as a whole, including the common elements. This means the Buyer will not be able to sue the Developer for the breach of any warranties whatsoever with respect to the Buyer's apartment, the appliances and other personal property installed in the apartment, and the Project as a whole, including the common elements.

The Escrow Agreement provides, among other things, that:

If at any time Escrow receives written notice from Seller to return to a Buyer under a Sales Contract the funds of the Buyer then held by Escrow under the Escrow Agreement either (i) with the agreement of the Buyer or (ii) pursuant to a right of termination provided in the Sales Contract, then in any such event Escrow shall return such funds to the Buyer, without interest earned unless otherwise instructed by Seller, and, furthermore unless Seller shall otherwise instruct Escrow, less: (1) Escrow's cancellation fee as set forth in paragraph 12 of the Escrow Agreement (2) any Mortgagee's cancellation fee and (3) all other costs which have been incurred in connection with the Escrow's duties with respect to mortgage processing, closing or legal documentation, including any long distance telephone toll charges and out-of-pocket expenses reasonably incurred by Escrow on behalf of the Buyer.

MANAGEMENT AND OPERATION:

Article III, Section 3, of the Bylaws states that the Board of Directors shall at all times employ a responsible managing agent to manage and control the Project, subject at all times to direction by the Board of Directors. The initial managing agent shall be Nancy Sakurai, with address at 1916 Democrat Street, Honolulu, Hawaii 96819.

STATUS OF PROJECT:

The Developer advises the Real Estate Commission that the two apartment buildings comprising the Project were completed in 1973.

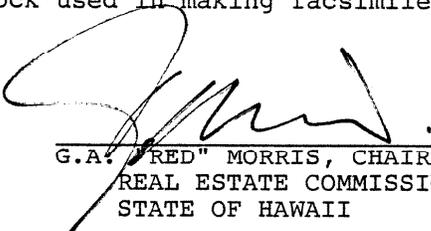
Since its completion, the units have been used as rental units pursuant to rental agreements. A letter from the City and County of Honolulu dated February 26, 1982 confirms that the project was in compliance with all ordinances, codes, rules, regulations and other requirements in force at the time of its construction, and that no variances have been granted from any ordinance, code, rule, regulation,

or other requirement in force at the time of its construction or from any current ordinance, code, rule, regulation or other requirement.

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The purchaser or prospective purchaser should be cognizant of the fact that this public report represents information disclosed by the Developer in the required Notice of Intention submitted March 9, 1982 and information subsequently filed as of March 22, 1982.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1487 filed with the Commission on March 9, 1982. The report, when reproduced, shall be a true copy of the Commission's public Report. The paper stock used in making facsimiles must be white.



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G.A. "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. 1487

Date: April 12, 1982