

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION

DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

STATE OF HAWAII

1010 RICHARDS STREET

P. O. BOX 3469

HONOLULU, HAWAII 96801

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

ON

LANIKAI PARTNERS CONDOMINIUM

1206 Aalapapa Drive

Kailua, Hawaii 96734

REGISTRATION NO. 1621 (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: September 4, 1984

EXPIRES: October 4, 1985

SPECIAL ATTENTION

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

THE REPORT REFLECTS INFORMATION DISCLOSED ON THE REQUIRED NOTICE OF INTENTION SUBMITTED JULY 16, 1984, AND INFORMATION SUBSEQUENTLY FILED AS OF AUGUST 29, 1984. 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. LANIKAI PARTNERS CONDOMINIUM is a two-unit, fee simple condominium conversion project consisting of a 12,140 square foot parcel of land, together with the existing improvements thereon, said improvements being two (2) detached, single-family, wood frame dwellings, with attached carports.

2. The Developer of the Project has filed all documents and materials deemed necessary by the Commission for the registration of this condominium Project and the issuance of this Final Public Report.

3. The basic documents (Declaration of Horizontal Property Regime and By-Laws of the Association of Owners) were executed on June 20, 1984, and have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Nos. 1244112 and 1244113, respectively. A copy of the floor plans has been filed as Condominium Map No. 519. A First and Second Amendment to Declaration of Horizontal Property Regime of Lanikai Partners Condominium, dated August 2, 1984 and August 23, 1984 were filed as Documents No. 1250816 and 1254361 respectively.

4. No advertising or promotional matter has been submitted pursuant to the Rules and Regulations promulgated by the Real Estate 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 promulgated thereunder which relate to Horizontal Property Regimes.

6. This Final Public Report is made a part of the registration of the LANIKAI PARTNERS CONDOMINIUM Project. The Developer has the responsibility of placing a true copy of the Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchaser and prospective purchasers and of securing a signed copy of a receipt therefor.

7. This Final Public Report automatically expires thirteen (13) month after the date of issuance, September 4, 1984, unless a Supplementary Public Report issues or the Commission, upon review of the registration issues an order extending the effective period of this Report.

NAME OF PROJECT: LANIKAI PARTNERS CONDOMINIUM

LOCATION: The site, consisting of approximately 12,140 square feet, is located at 1206 Aalapapa Drive, Kailua, Hawaii, 96734; phone 261-0400.

TAX MAP KEY NO.: First Division: 4-3-05:8

ZONING: R-3, Residential

DEVELOPER: LANIKAI PARTNERS, a registered Hawaii general Partnership whose principal place of business is 1206 Aalapapa Drive, Kailua, Hawaii, 96734; Phone 261-0400.

ATTORNEYS REPRESENTING DEVELOPER: Law Office of Howard R. Green (attention Howard R. Green, Esq. and/or Stephen Jones, Esq.), 2470 Pacific Tower, 1001 Bishop Street, Honolulu, Hawaii, 96813 (Telephone: (808) 528-1100).

DESCRIPTION OF PROJECT: The Declaration of the Horizontal Property Regime and the plans submitted by the Developer indicate a fee simple project consisting of a 12,140 square foot parcel of land, together with the existing improvements thereon, containing a total of two (2) detached, single-family dwellings, with attached carports. Each of the dwellings is a detached, one-story residential building constructed principally of wood, glass, and allied building materials on concrete footings, without basements or elevators. The Dwelling Units are more particularly described as follows:

Dwelling Unit A consists of a living room, dining room, kitchen, two bathrooms and three (3) bedrooms, a lanai and an outdoor deck. The net floor area of Dwelling Unit A (exclusive of the carport) is approximately 2482 square feet. There is parking for two (2) cars adjacent to Dwelling Unit A in its attached carport, which has a net floor area of approximately 420 square feet.

Dwelling Unit B consists of a living room, kitchen, one bathroom and one (1) bedroom. The net floor area of Dwelling Unit B (exclusive of the carport) is approximately 559.25 square feet. There is parking for two (2) cars adjacent to Dwelling Unit B in its attached carport, which has a net floor area of approximately 498 square feet.

Each of the condominium units shall be deemed to include all the interior and exterior surfaces of the respective dwellings located on that unit's dwelling lot, including the roof, footings, and other surfaces of such structures. Each dwelling owner shall be responsible for all maintenance, repair, replacement and improvement to his respective dwelling.

The Dwelling Units are located in the manner shown on the said Condominium Map. Each Dwelling Unit has direct access to the common element leading out to the public street.

COMMON ELEMENTS: Common elements shall include the limited common elements described below and all portions of the Property, excluding those items defined as part of any Unit hereof, but including the portion of land on which the Units located and all elements mentioned in the Act which are actually constructed on the land, and specifically shall include but not limited to:

- A. The land in fee simple;

B. All yards, grounds, planters, planting areas, and landscaping;

C. The driveways and access areas.

D. All electrical and mechanical equipment and wiring and other central and appurtenant installations for services, including power, lights, water, sewage disposal, and drainage;

E. All other parts of the Project existing for the common use where necessary to the existence, maintenance and safety of the Project.

LIMITED COMMON ELEMENTS: Certain parts of the common elements called the "limited common elements" are hereby designated and set aside for the exclusive use of each Unit, and each Unit shall have appurtenant thereto exclusive easements for the use of such limited common elements. Unless otherwise specified, all costs of every kind pertaining to each limited common element, including but not limited to, costs of landscaping, maintenance, repair, insurance, replacement and improvement, shall be borne entirely by the Unit to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

A. The site of each unit consisting of the land beneath and immediately adjacent thereto, and all improvements located on such site, as shown and delineated on said Condominium Map, including without limitation, any private area shall be deemed a limited common element for the sole and exclusive use of the Unit to which it is appurtenant.

B. The electrical and plumbing lines, equipment and other installations servicing a Unit to the extent that such lines, equipment and installations service only that Unit; but to the extent that such lines, equipment and installations service both Units, they shall be common elements and not limited common elements.

INTEREST CONVEYED TO PURCHASER: Each dwelling shall have appurtenant thereto an undivided percentage interest in all the common elements of the Project as follows:

<u>Unit No.</u>	<u>Percentage of Common Interest</u>
A	59%
B	41%

Each Dwelling shall have said percentage interest in all common profits and expenses of the Project and for all other purposes, including voting on all matters requiring action by the dwelling owners.

EASEMENTS: In addition to any easements designated in the limited common elements, the dwellings and common elements shall have and be subject to the following easements;

A. Each dwelling shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services (including but not limited to electricity, water, and sewer) for and in support of such dwellings; in the other common elements for use according to their respective purposes;

B. If any common element now or hereafter encroaches upon any dwelling, a valid easement for such encroachment and maintenance thereof, so long as it continues, does and shall exist. If any building or other improvement shall be partially or totally destroyed and then rebuilt, minor encroachments by any common elements upon any unit or limited common element or by any dwelling upon any other dwelling lot due to reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist. PROVIDED, that in no event shall a valid easement for encroachment occurred due to the negligence or misconduct of said owner or owners;

C. The Association of Owners (the "Association") shall have the right to be exercised by its Board of Director or the managing agent, if any, to enter each Dwelling and limited common elements, from time to time, during reasonable hours as may be necessary for the operation of the Project, or at any time for making emergency repairs therein necessary to prevent damage to any Dwelling or common element.

D. The Declarant reserves the right to grant to any public or governmental authority rights of ways and other easements, which are for the sole benefit of the Project, or which do not materially interfere with the use nor materially impair the value of, any Dwelling, over, across, under and through the common elements and limited common elements for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and other public services and utilities, and rights to enter for the purpose of installing, repairing, altering and removing such lines and facilities and of trimming any trees in the way thereof; PROVIDED, the Association, through the Board of Directors, with the consent or agreement of any holder of any then-existing easement effective thereby, is authorized to grant, convey, transfer, cancel, relocate deal with any and all such public services and utilities easements now or hereafter located on or affecting the Project.

PURPOSE OF BUILDING AND RESTRICTION AS TO USE: The Declaration provides that the Dwellings of the Project shall be occupied and used only as private residential dwellings by the respective owners thereof, their families, domestic servants, personal guest and tenants, and for no other purposes.

OWNERSHIP OF TITLE: A Preliminary Title Report issued by American Pacific Title Co., Inc., dated May 9, 1984, indicated that title to the land is vested in MILTON NORWOOD VEDDER, Seller under that certain Agreement of Sale dated

June 27, 1978 and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 884083, and that LANIKAI PARTNERS, the Developer, is the Assignee of the Buyer's interest under said Agreement of Sale by that certain Assignment of Interest In Agreement of Sale dated August 19, 1981, and filed as Document No. 1081360 in said Office.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report dated May 9, 1984, indicates the following encumbrances:

1. Real property taxes that are due and owing; reference is made to the Office of the Director of Finance, City and County of Honolulu.

2. Lanikai Sewers Sec. 1 Assessment, Assessment Lot No. 56, 9th installment due July 15, 1984.

3. Mortgage dated May 6, 1977, filed as Document No. 817346, by Milton Norwood Vedder, Mortgagor, in favor of Territorial Savings and Loan Association.

4. Agreement of Sale dated June 27, 1978, filed as Document 884083; Assignment of Interest in Agreement of Sale dated August 19, 1981 filed as Document 1081360; Amendment of Agreement of Sale dated August 19, 1981 filed as Document 1081361.

5. The covenants, agreements, obligations, conditions and other provisions set forth in Declaration of Horizontal Property Regime dated June 20, 1984, filed as Document No. 1244112 and the By-Laws of the Association of Owners of LANIKAI PARTNERS Condominium filed as Document No. 1244113.

6. Condominium Map No. 519.

PURCHASE MONEY HANDLING: An executed Escrow Agreement dated July 11, 1984, identifies American Pacific Title Company, Inc. as the escrow agent. Upon examination, the executed Escrow Agreement and specimen sales contract are found to be in conformance with Chapter 514A, Hawaii Revised Statutes, as amended, and particularly Sections 514A-37, 514A-39, 514A-40, and 514A-63 through 514A-66. Among other provision, the Escrow Agreement provides that the escrow agent shall refund to purchaser all of the purchaser's funds, with interest, less a cancellation fee of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00), if purchaser shall request refund of his funds and any one of the following shall have occurred:

a. Developer has requested escrow agent in writing to return to purchaser the funds of purchaser then held under the Escrow Agreement by escrow agent; or

b. The Final Public Report differs in a material respect and the purchaser's written approval of such change shall not have been obtained.

It is incumbent upon the purchaser and prospective purchasers to read and understand the Escrow Agreement before executing the sales contract since the Escrow Agreement prescribes the procedure for receiving and disbursing purchasers' funds.

Among other provisions, the specimen sales contract provides that the Developer makes NO WARRANTIES AS TO ANY DEFECTS IN THE DWELLINGS AND THE COMMON ELEMENTS OF THE PROJECT. THE PURCHASER IS TO INSPECT THE PROJECT AND UNDERSTAND AND AGREE THAT HE IS BUYING THE UNIT IN AN "AS-IS" CONDITION, WITHOUT WARRANTY OF ANY NATURE FROM THE DEVELOPER.

Note: The disclosure Abstract, which is part of the specimen sales contract, provides that no warranties exist. Purchasers are advised to conduct their own inspection of the dwelling they desire to buy. The dwellings are sold "As-Is". The Project is a conversion of fully constructed and existing dwellings to condominium status; said improvements are legal, and the land on which the Project is located is conforming under present "Ohana Dwelling" zoning ordinances. In the event of destruction of one or more of the dwellings comprised in the improvements portion of the Project, rebuilding or reconstruction must be in conformance with the conditions of any necessary license, permit or variance granted for such purpose by the City and County of Honolulu.

ALTERATION OF PROJECT: The Declaration provides that each dwelling owner has the sole option at any time, without consent of anyone other than the holders of liens, to improve, renovate, remodel, make additions to, remove, replace or restore the improvements to his dwelling or portions thereof. The foregoing changes are subject to the dwelling owner meeting other requirements more particularly described in the Declaration.

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the Project shall be conducted for the Association of Owners under the direction of its Board of Directors by a responsible managing agent. No managing agent has been appointed as of the date of this Report, and it is not expected that a managing agent will be appointed in the foreseeable future.

The Declaration provides that the owner of each dwelling shall be solely responsible for the maintenance, repair, replacement and restoration of such dwelling, appurtenant limited common element and its parking areas and the Association shall be responsible for all common elements of the project.

STATUS OF PROJECT: The Developer estimates that the dwellings were constructed as follows:

UNIT A	approximately 1941 (approximately 43 years old)
--------	--

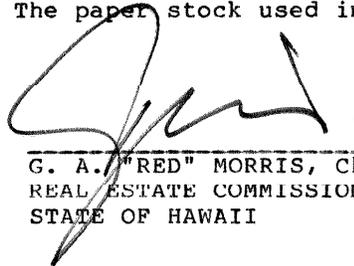
UNIT B

approximately 1961
(approximately 23 years old)

To the best of the Developer's knowledge, information and belief, there are no outstanding notices of uncured violations of the building code or other municipal regulations of the City and County of Honolulu.

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 July 16, 1984 and information subsequently filed as of August 29, 1984.

This is the FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT which is made a part of Registration No. 1621 filed with the Commission on July 16, 1984. This Report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be white.



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

DISTRIBUTION:

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

Registration No. 1621

September 4, 1984.