

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

THE VILLAS AT DIAMOND HEAD POINT
2810-A Coconut Avenue
Honolulu, Hawaii 96816

REGISTRATION NO. 1646

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: December 4, 1984

Expires: January 4, 1986

SPECIAL ATTENTION

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

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED NOVEMBER 13, 1984 AND INFORMATION SUBSEQUENTLY FILED AS OF NOVEMBER 29, 1984. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIME LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. THE VILLAS AT DIAMOND HEAD POINT is a fee simple condominium project consisting of a two-story duplex building containing three (3) apartments. Apartment No. G, which is a parking garage, must always be conveyed along with Apartment No. A. The project includes two (2) two-car garages, one of which is an apartment and the other a part of an apartment.
2. The Commission has determined that the basic documents (Declaration of Horizontal Property Regime, with By-Laws of Association of Apartment Owners attached, and a copy of the approved Floor Plans) have been filed in the office of the recording officer.

The Declaration dated as of September 25, 1984, has been filed with the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1261107, and noted on Transfer Certificate of Title No. 247,835, and also filed in the Bureau of Conveyances of the State of Hawaii in Liber 18187, at Page 492.

The By-Laws dated as of September 25, 1984, has been filed with the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1261108, and noted on Transfer Certificate of Title No. 247,835, and also filed in the Bureau of Conveyances of the State of Hawaii in Liber 18187, at Page 509.

The Assistant Registrar of the Land Court has assigned Condominium Map No. 526 to the project and the Bureau of Conveyances has assigned Condominium Map No. 924 to the project.

3. No advertising and promotional matter has been filed pursuant to the rules and regulations promulgated by the Commission other than the published notices required under Section 514-A, 101, et seq.
4. The purchaser and 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 the Horizontal Property Regime Act.
5. This Final Public Report is made a part of the registration on the THE VILLAS AT DIAMOND HEAD POINT condominium project. The Developer is responsible for placing a true copy of this Final Public Report (white paperstock), with the Disclosure Abstract attached, in the hands of all purchasers and prospective purchasers and securing a signed copy of the Receipt therefor.
6. This public report automatically expires thirteen months after the date of issuance, December 4, 1984, unless a supplementary public report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: THE VILLAS AT DIAMOND HEAD POINT

LOCATION: The project is located on that certain parcel of land located at 2801-A Coconut Avenue, Honolulu, Hawaii, and containing an area of 7,404 square feet or thereabouts together with parcels claimed under the law of accretion containing 1,709 square feet. The description of the land and the reserved easements, rights, powers and privileges are more fully set forth in the Declaration.

TAX KEY: 3-1-33-66, 1st Division

ZONING: R-6

DEVELOPERS: THOMAS WILSON GILES and LESLIE PAUL GILES, 900 Fort Street, Suite 1777, Honolulu, Hawaii 96813, Telephone No. 521-7254.

ATTORNEY REPRESENTING DEVELOPER: KOBAYASHI, WATANABE, SUGITA & KAWASHIMA (Kenneth Y. Sugita) 745 Fort Street, 8th Floor, Honolulu, Hawaii, 96813, Telephone No. 544-8300.

DESCRIPTION OF PROJECT: The project consists of one building containing two stories and no basement. The building is constructed primarily of steel, concrete, masonry, stucco, glass and aluminum. The three apartments are designated as Apartment No. A, Apartment No. G and Apartment No. A-1.

a. Apartment No. A. Apartment No. A is located on the east side of the building. It contains approximately eleven (11) rooms on two floors. It contains approximately 3,600 square feet under roof, plus lanais of 155 square feet. It has immediate access to the front driveway, walkway and easement driveway common element. The interior improvements consists of loft space, which shall consist of the unfinished interior walls, stubbed-in plumbing and stubbed-in electrical wiring. The first floor contains the living room, family room, dining room, kitchen, powder room, entry foyer, laundry room and children's room. The second floor contains three bedrooms, three baths, study and storage room.

b. Apartment No. G. Apartment No. G is located on the north east corner of the building. It contains a garage room and a storage closet of approximately 440 square feet. It has immediate access to the front driveway and easement driveway common element. The interior improvements consists of loft space, which shall consist of the unfinished interior walls and stubbed-in electrical wiring. The use of Apartment No. G shall be limited to that of a garage and must always be conveyed with Apartment No. A.

c. Apartment No. A-1. Apartment No. A-1 is located on the entire west side of the building. It contains approximately nine (9) rooms on two floors. It contains approximately 2,600 square feet under roof, plus an enclosed garage of approximately 400 square feet and lanais of 150 square feet. It has immediate access to the front driveway and walkway common element. The interior improvements consists of loft space, which shall consist of the unfinished interior walls, stubbed-in plumbing and stubbed-in electrical wiring. The first floor contains the living room, dining room, kitchen, powder room, entry foyer and laundry room.

The second floor contains three bedrooms, three baths and a family room.

COMMON ELEMENTS: The Declaration states that the owners of apartments will have an undivided interest in the common elements, including specifically but not limited to:

- a. Said land in fee simple.
- b. All foundations, columns, girders, beams, supports, main walls, roofs, entrances and exits of said building.
- c. All driveways, vehicular turnaround areas, refuse facilities, mailboxes, yards, gardens, walkways and open areas.
- d. All central and appurtenant installations for common services, including power, sewer, gas, light, water, cable television and telephone.
- e. All apparatus and installations existing for common use.

LIMITED COMMON ELEMENTS: The Declaration reflects that certain parts of the common elements, called the limited common elements, are 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:

a. Apartment No. A. The following limited common elements are appurtenant to and for the exclusive use of Apartment No. A.

- (1) The mechanical and electrical systems within said Apartment No. A or on the roof of Apartment No. A.
- (2) All ventilation shafts and equipment serving Apartment No. A.
- (3) All electrical wiring with appurtenant ducts and related equipment located within Apartment No. A.
- (4) The east sideyard, east rear yard, east refuse holding area, east walkways, entry landing, front tiled walkway and landscaping situated directly adjacent to Apartment No. A which is colored red on the Condominium Map.
- (5) Mailbox No. A.

b. Apartment No. G. The following limited common elements are appurtenant to and for the exclusive use of Apartment No. G.

- (1) The mechanical and electrical systems within said Apartment No. G.
- (2) All ventilation shafts and equipment serving Apartment No. G.

(3) All electrical wiring with appurtenant ducts and related equipment located within Apartment No. G.

c. Apartment No. A-1. The following limited common elements are appurtenant to and for the exclusive use of Apartment No. A-1.

(1) The mechanical and electrical systems within said apartment or on the roof for Apartment No. A-1.

(2) All ventilating shafts and equipment serving the apartment herein mentioned.

(3) All electrical wiring with appurtenant ducts and related equipment located within Apartment No. A-1.

(4) The west sideyard, west rear yard, west refuse holding area, west walkways, entry landing, front tiled walkway and landscaping situated directly adjacent to Apartment No. A-1 which is colored yellow on the Condominium Map.

(5) Mailbox No. A-1.

All load bearing walls exclusively within the perimeter walls of any apartment the entirety of perimeter non-party walls, and the interior one-half of all perimeter party walls of apartments (including the interior half of any hollow spaces in said perimeter party walls for mechanical or electrical systems) whether load bearing or non-load bearing, are limited common elements appurtenant to the apartments in which they are located; provided, however, that the interior painted or decorated surface of each such wall shall not be included in the limited common elements.

Unless otherwise specified, all costs of every kind pertaining to each limited common element, including but not limited to cost of security, maintenance, repair, replacement, additions and improvements, shall be borne entirely by the apartment to which it is appurtenant. If any costs are charged to more than one apartment, each such apartment shall bear a portion of the cost equal to the ratio which its common interest bears to the total common interest of all apartments responsible for said cost, unless otherwise specified.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project, referred to as 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 follows:

| <u>Apartment Number</u> | <u>Percentage</u> |
|-------------------------|-------------------|
| A | 51.43% |
| G | 5.71% |
| A-1 | 42.86% |

PURPOSES AND RESTRICTIONS: The purposes for which said building and other improvements and each of the apartments are intended and shall be restricted as to use are as follows:

a. The common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to this Declaration duly recorded, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument.

b. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

c. The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose; except that Apartment No. G shall be used only as a garage appurtenant to Apartment No. A. No time-sharing activities of any type or form shall be permitted. The owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of this Declaration or the By-Laws of the Association of Apartment Owners; provided, however, that such leasing shall not be on a transient rental basis, but shall be for periods of not less than one month.

d. Administration of the Project shall be vested in its Association of Apartment Owners, herein called the "Association", consisting of all apartment owners of the Project in accordance with the By-Laws of the Association. The owner of each apartment upon acquiring title thereto automatically shall become a member of the Association and shall remain a member thereof until such time as such apartment owner's ownership of such apartment ceases for any reason, at which time such apartment owner's membership in the Association automatically shall cease.

e. The House Rules submitted indicate certain restrictions and/or approvals required regarding use of lanais; barbecuing; awnings, shades and blinds; the keeping of pets; and changes in landscaping, among others. A careful examination of the House Rules is suggested.

PREAUTHORIZED MATTERS. Certain matters which would normally require the consent and approval of the Association and/or the Apartment Owners, have already been authorized by and in the Declaration as follows:

a. Preauthorized Improvements. Notwithstanding anything in the Declaration to the contrary, any apartment owner desiring to do so is authorized to install upon the common elements and/or limited common elements located on such apartment owner's side of the building or appurtenant limited common element, the following:

(1) Interior finishing improvements and a covered lanai in size, shape, materials and design appropriate for the existing improvements, the architectural and structural plans for which shall be approved in advance and in writing by Dennis Kimura, A.I.A, or such other architect hereafter specified by the Association;

(2) Solar heating panels upon the roof; and/or

(3) Air conditioning units,

provided, however, that such apartment owner shall be fully responsible for the prior securing of all proper building permits, zoning variances, and for the compliance with all applicable laws, ordinances, rules, regulations and legislative pronouncements; and provide, further, that such apartment owner shall comply in full the bonding and other requirements provided in paragraph 10g of the Declaration.

Such improvements and/or fixtures shall be automatically designated as common elements and shall then be designated also as limited common elements appurtenant to the apartment of the installing apartment owner.

b. Preauthorized Authority to Litigate for and/or Acquire Disputed Accretion of Lands. The Association is authorized and directed to take all actions necessary for the determination of the title to the portion of the property described in EXHIBITS A and B attached to the Declaration, to include, but not limited to filing of such lawsuits, administrative petitions or actions or the like, to settle any disputed matters and to acquire, if necessary, such lands or portion thereof at the expense of the Association. The costs and expenses of such actions and settlements shall be assessed to the apartment owners in accordance with their common interests.

OWNERSHIP OF TITLE: Title to the 7,404 square foot parcel of land upon which the building is located (referred to as the "PARCEL FIRST") is vested in THOMAS WILSON GILES and LESLIE PAUL GILES, husband and wife, as Tenants by the Entireties. The Preliminary Report dated October 19, 1984, issued by Title Guaranty of Hawaii, Incorporated confirms such ownership.

NOTE: The Owners claim title to an additional 1,709 square feet of land lying seaward of and which abuts the basic parcel under the laws of accretion (referred to as "PARCEL SECOND AND PARCEL THIRD"). This claim is disputed by the State of Hawaii. To the extent that the Owners claim is ultimately upheld, such land, if any, has been submitted to the Declaration.

Two Variances from the Comprehensive Zoning Code ("CZC") have been applied for. The building permit for the project was issued on the basis that Owners owned all or a portion of PARCEL SECOND. A Variance has been applied for to allow the project to comply with the CZC requirements solely with PARCEL FIRST by waiving the lot size requirement by 98 square feet. A second Variance has been applied for to allow a waiver of the side yard setback requirements of the CZC by six inches.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report reports that title to the land is subject to the following:

1. Location of the seaward boundary in accordance with the laws of the State of Hawaii and shoreline setback line in accordance with County regulation and/or ordinance and its effect, if any, upon the area of the land described herein.

2. Covenants in Agreement dated November 19, 1957, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 220718, and also recorded in the Bureau of Conveyances of the State of Hawaii in Liber 3471, at Page 94.

3. AS TO PARCELS SECOND AND THIRD: The confirmation of title in the Land Court of the State of Hawaii covering the accretion.

4. AS TO PARCEL FIRST (Lot 21):

(A) Mortgage dated April 12, 1983, from Thomas Wilson Giles and Leslie Paul Giles, husband and wife, as Mortgagor, to City Bank, a Hawaii corporation, as Mortgagee, filed as aforesaid as Land Court Document No. 1161765, to secure the payment of \$700,000.00.

(B) Additional Charge Mortgage, dated October 6, 1983, from Thomas Wilson Giles and Leslie Paul Giles, husband and wife, as Mortgagor, to City Bank, a Hawaii corporation, as Mortgagee, filed as aforesaid as Land Court Document No. 1196894, to secure the payment of \$380,000.00.

(C) Second Additional charge Mortgage dated September 10, 1984, from Thomas Wilson Giles and Leslie Paul Giles, husband and wife, as Mortgagor, to City Bank, a Hawaii corporation, as Mortgagee, filed as aforesaid as Land Court Document No. 1259069, to secure the payment of \$360,000.00.

5. Agreement for Issuance of Special Use Permit under Section 21-2.71, Revised Ordinances of Honolulu, 1978, as amended, dated June 28, 1983, filed as aforesaid as Document No. 1181263, and also recorded as aforesaid in Liber 17194, at Page 556; re: zoning relating to joint development of Lot 21 (Lot A) and Parcel 67 (Lot B).

6. 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 effective as of September 25, 1984, filed as aforesaid as Land Court Document No. 1261107, and also recorded as aforesaid in Liber 18187, at Page 492. (Project covered by Condominium Maps Nos. 526 and 924.)

7. By-Laws of the Association of Apartment Owners of the Condominium Project known as "THE VILLAS AT DIAMOND HEAD POINT" dated September 25, 1984, filed as aforesaid as Land Court Document No. 1261108, and also recorded as aforesaid in Liber 18187, at Page 509.

8. Real Property Taxes as may be due and owing. Check with the Tax Assessor, Department of Finance, for additional information.

NOTE: In addition to the above, the Owners reserve unto themselves any and all easements required to serve the project, and all rights-of-way now or hereafter granted or required to construct, install, operate, maintain, repair and replace lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage, radio and television signal distribution and other services and utilities over, across and under said easements according to the respective designations thereof, the right to enter for such purposes, and to trim any trees in the way of such lines and the right to grant to any public utility or governmental authority such easements, rights and rights-of-way.

PURCHASE MONEY HANDLING: A copy of the specimen Sales Contract and the executed Escrow Agreement dated November 2, 1984, have been submitted as part of the registration. The Escrow Agreement identifies Title Guaranty Escrow Services, Inc., as the Escrow. Upon examination, the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended.

It is incumbent upon the purchaser and prospective purchaser that purchaser read with care the Sales Contract and the executed Escrow Agreement. The latter agreement establishes how the proceeds from the sale of apartments and all sums received from any source are placed in escrow, as well as the methods of disbursement of said funds.

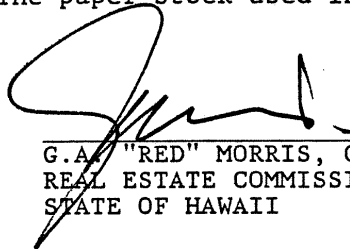
MANAGEMENT AND OPERATIONS: The Declaration discloses that the administration of the project shall be vested in the Association of Apartment Owners. Operation of the project may, at the option of the Board of Directors, be conducted for the Association by a responsible Managing Agent who shall be appointed by the Association in accordance with the By-Laws. However, the Developer does not contemplate at this time the hiring of a managing agent for the project since the only common expenses contemplated initially are for yard service and insurance premiums.

STATUS OF PROJECT: The project is 100% complete, as evidenced by a copy of the Notice of Completion of Contract submitted to the Commission.

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 November 13, 1984 and information subsequently filed as of November 29, 1984.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1646 filed with the Commission on November 13, 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
BUREAU OF CONVEYANCES
PLANNING COMMISSION, CITY AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

Registration No. 1646

December 4, 1984

THE VILLAS AT DIAMOND HEAD POINT

DISCLOSURE ABSTRACT

1. (a) Name and Address of Project :

The Villas at Diamond Head Point
2801-A Coconut Avenue
Honolulu, Hawaii 96816

(b) Name, Address and Telephone Number of Developer :

Thomas Wilson Giles
Leslie Paul Giles
900 Fort Street, Suite 1777
Honolulu, Hawaii 96813
Telephone Number: 536-3571

(c) Name, Address and Telephone Number of Project Manager :

Thomas Wilson Giles
900 Fort Street, Suite 1777
Honolulu, Hawaii 96813
Telephone Number: 536-3571

2. Attached hereto is a projected budget prepared by the Developer. Based upon said projected budget, the estimated monthly maintenance fee for each apartment in the project is as follows:

| | <u>Start-Up Fee</u> | <u>Maintenance Fee</u> |
|-------------------|-------------------------|----------------------------|
| Apartment No. A | \$462.87 | \$154.29 |
| Apartment No. G | \$ 51.39 | \$ 17.13 |
| Apartment No. A-1 | \$385.74 | \$128.58 |

NOTE: DEVELOPER ADVISES THAT THE COST AND EXPENSES OF MAINTENANCE AND OPERATION OF A CONDOMINIUM PROJECT ARE DIFFICULT TO ESTIMATE INITIALLY AND EVEN IF SUCH COSTS AND EXPENSES HAVE BEEN ACCURATELY ESTIMATED, THAT SUCH COSTS AND EXPENSES WILL TEND TO INCREASE WITH PRICE INCREASES AND THE INCREASED AGE OF THE FACILITIES.

3. A description of all warranties for the individual apartments and the common elements and the date of initiation and expiration thereof:

The execution, delivery and recordation of the Apartment Deed shall constitute the assignment by Developer to Buyer of the warranty given Developer by the roofing contractor for the Project for a period of ten (10) years. Buyer acknowledges that Developer has made no other warranties, expressed or implied, with respect to the Property or any common element or anything installed therein.

4. A statement of proposed number of apartments to be used for residential or hotel use in a mixed use project containing apartments for both residential and hotel use:

Apartment No. A and Apartment No. A-1 are to be used for residential purposes only. Apartment No. G shall be used only for vehicular parking and other ancilliary garage uses.

5. A statement of the extent of commercial or non-residential development in the project:

There is no commercial or other non-residential development in this project.

Proposed Operating Budget
THE VILLAS AT DIAMOND HEAD POINT
Total for All Units

| <u>RECEIPTS</u> | <u>PER MONTH</u> | <u>PER YEAR</u> |
|----------------------------|------------------|-----------------|
| Maintenance Fees | \$425.00 | \$5,100.00 |
| <u>DISBURSEMENTS</u> | | |
| Yard Service | 200.00 | 2,400.00 |
| Insurance | 125.00 | 1,500.00 |
| Miscellaneous & Continuing | 100.00 | 1,200.00 |
| Subtotal Disbursements | 425.00 | 5,100.00 |
| Total Disbursements | \$300.00 | \$3,600.00 |

The information contained herein is based on the data available at this time.

DATED: Honolulu, Hawaii, November 29, 1984.


THOMAS W. GILES
President