

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

PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on
PHASE V, ALII PLANTATION
Ala Alii Street
Honolulu, Hawaii

REGISTRATION NO. 1673

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: April 23, 1985
Expires: May 23, 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:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED APRIL 15, 1985. THE DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. PHASE V, ALII PLANTATION is a proposed leasehold condominium project consisting of 4 two-story residential buildings, containing a total of 40 apartments, a recreation building and other improvements. There are no parking stalls within Phase V; however, each apartment will be assigned at least one parking stall located within Phases I, II, III or IV, Alii Plantation.

2. The Developer of the project has submitted to the Commission for examination all documents and exhibits deemed necessary for the issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners, and approved floor plans) for the project have not been recorded in the office of the recording officer.
4. No advertising or promotional matter has been filed pursuant to the rules and regulations promulgated by 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 Condominium Rules and Regulations which relate to Horizontal Property Regime.
6. This Preliminary Public Report is made a part of the registration on PHASE V, ALII PLANTATION condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and for securing a signed copy of the receipt therefor.
7. This Preliminary Public Report automatically expires thirteen (13) months from the date of issuance, April 23, 1985, unless a Supplementary or Final 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: PHASE V, ALII PLANTATION

LOCATION: The project is located on that certain parcel of land at Alii Street, Honolulu, Hawaii, containing a total area of approximately 1.582 acres.

TAX KEY: First Division, 9-9-2-portion 10

ZONING: A-1 Apartment

DEVELOPER: The Notice of Intention reveals the Developer to be Lear Siegler, Inc., a Delaware corporation authorized to do business in Hawaii, whose principal place of business and post office address is Suite 1112, 700 Bishop Street, Honolulu, Hawaii 96813, Ph. No. 521-8781. The officers of the corporation are: Robert T. Campion, President; Charles K. Hamane, Vice President; Henry F. Alves, Vice President; S. D. Natcher, Secretary; and D. R. Short, Treasurer.

ATTORNEY REPRESENTING DEVELOPER: OKUMURA TAKUSHI FUNAKI & WEE, ATTORNEYS AT LAW, A LAW CORPORATION (Alfred M. K. Wong), Suite 1400 Grosvenor Center, 733 Bishop Street, Honolulu, Hawaii 96813, Tel. No. 543-9800.

DESCRIPTION OF PROJECT: The four residential (4) buildings to be constructed on said land, as shown on the proposed

Condominium Map and designated thereon as Building 12 through Building 15, will be two-story structures without basements constructed principally of double wall construction, with drywall interiors and masonite exteriors, on concrete and wooden floors. The recreation building to be constructed in the park area, as shown on the proposed Condominium Map and referred to in Paragraph (5.06) of the proposed Declaration, will be a wooden building on a concrete slab, with masonite siding and a roof with asphalt shingles. The recreation building will be enclosed on three sides and will consist of exercise and bathroom facilities.

The 4 residential buildings will contain a total of forty (40) freehold estates in the spaces within the perimeter walls, floors and ceilings of the 40 apartments in said buildings. The 40 apartments shall not include the undecorated or unfinished surfaces of the perimeter walls or of the interior load-bearing walls, the floors and perimeter ceilings surrounding each apartment, or any pipes, wires, ducts, conduits, or other utility or service lines running through such apartments which are utilized for or serve more than one apartment, all of which are common elements as provided in the Declaration. Each apartment shall include the walls and partitions which are not load-bearing and which are within its perimeter walls; doors and door frames; windows and window frames; the inner decorated or finished surfaces of walls, floors and ceilings, adjoining and connected thereto; lanai and lanai air spaces, if any; and all fixtures originally installed therein. Notwithstanding the designation of the limits of the apartments, the square footage of each respective apartment is measured from undecorated or unfinished surfaces of the interior face of perimeter walls, which measurement is referred to herein and shown in Exhibit "A", attached hereto and made a part hereof, as the "net living area", and from the exterior face of exterior walls and the center line of party walls, which measurement is referred to herein and shown in said Exhibit "A" as the "gross apartment area", and no reduction is made to account for interior load bearing walls, ducts, vent shafts and the like, located within the perimeter walls.

All apartments will be numbered and located as shown on the proposed Condominium Map.

Each of the 40 apartments will have immediate access or through a hall and stairway to a walkway on the grounds of the project.

Each of the 40 apartments will be one of four (4) types, designated Models Ae, Ai, Be and Bi, as enumerated in said Exhibit "A".

The number of rooms, approximate area and total number of each model in the project are enumerated in said Exhibit "A".

COMMON ELEMENTS: One freehold estate is designated in all of the remaining portions and appurtenances of the project (the "common elements") including specifically, but not limited to:

- (a) Said land in fee simple.

(b) All foundations, floor supports, columns, girders, beams, supports, unfinished perimeter walls and loadbearing walls and roofs of the residential buildings.

(c) All yards, grounds and landscaping, roads, walkways, loading areas, parking areas, driveways and all refuse facilities.

(d) All ducts, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities, installations over, under and across the project which serve more than one apartment for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution.

(e) Any and all 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.

(f) An easement for park and recreational purposes in common with owners of apartments in Phases I, II, III and IV, Alii Plantation, in the park area of approximately 17,840 square feet located in this Phase V, together with the recreation building; subject, however, to all of the terms and conditions of the Declaration of Restrictive Covenants (Private Park) to be filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and also recorded in the Bureau of Conveyances of the State of Hawaii, including without limitation, the obligation to contribute proportionately to the perpetual maintenance thereof.

LIMITED COMMON ELEMENTS: Certain parts of the common elements ("limited common elements") are set aside and reserved for the exclusive use of certain apartments and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

(a) There are no parking stalls located in this Phase V; however, however, certain parking stalls located in Phases I, II, III and IV, Alii Plantation, shall be limited common elements appurtenant to and reserved for the exclusive use of the apartments in Phase V as shown in Exhibit "B-1" attached hereto and incorporated herein by reference; PROVIDED, HOWEVER, that the Developer has reserved the right to sell to owners of other apartments any or all of such parking stalls as limited common elements appurtenant to such other apartments and, by way of amendment to the Declaration as therein provided, to redesignate such parking stalls to be appurtenant to other apartments. One (1) or more automobile parking spaces shall be assigned to each apartment upon the original conveyance thereof and shall be appurtenant to and for the exclusive use of such apartment. Each apartment shall always have at least one parking space appurtenant to it but otherwise any automobile parking space easement may be transferred from apartment to apartment in the project.

(b) Privacy yard areas as shown on the proposed Condominium Map.

(c) Common entry ways outside of each main entrance to each building shall be appurtenant to the apartments located in that building.

(d) All other common elements of the project which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

INTEREST TO BE CONVEYED TO PURCHASER: Each of the forty (40) apartments in Phase V shall have appurtenant thereto an undivided percentage interest ("common interest") in all the common elements of the project as shown on Exhibit "C" attached hereto and made a part hereof, and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting. Each purchaser of an apartment will be issued an Apartment Lease by The Queen Emma Foundation, the fee owner, as Lessor.

NOTE: Upon merger of additional increments, the common interest for each apartment shall change in accordance with said Exhibit "C" and paragraph 18 of the proposed Declaration.

The common interest is based upon the total area in square feet of each apartment divided by the total area of all apartments in each phase. As phases are merged, the common interest is based upon the area of each apartment divided by the total area of all apartments in the phases merged.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: 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 apartments shall be occupied and used only for residential purposes.

(b) The apartments in 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.

(c) Among other provisions, the House Rules provide that water beds are not permitted in the apartment without the approval of the Board of Directors; no fireworks of any sort shall be set off on the project; and only certain animals, such as cats, dogs or other household pets, are permitted, provided that they are first registered with the Manager.

OWNERSHIP OF TITLE: The Preliminary Report dated April 1, 1985 by Security Title Corporation indicates that title to the land is vested in The Queen Emma Foundation. The Queen Emma Foundation has issued a Master Lease in favor of Developer. The Developer has filed with the Commission a copy of the unrecorded Master Lease and a copy of Memorandum of Lease dated June 29, 1984, filed in the Office of the Assistant Registrar

of the Land Court of the State of Hawaii as Document No. 1245051 and also recorded in the Bureau of Conveyances of the State of Hawaii in Liber 17992 at Page 609.

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

1. Real property taxes that may be due and owing: Reference is made to the Office of Finance Director, City and County of Honolulu.
2. Unilateral Agreement and Declaration for Conditional Zoning dated February 15, 1980, recorded in the Bureau of Conveyances in Book 14521 Page 118, by and between ALIMANU DEVELOPMENT CORPORATION, a Hawaii corporation, "Declarant"; CENTRAL OAHU LAND CORPORATION, a Hawaii corporation; and QUEEN'S MEDICAL CENTER, a Hawaii eleemosynary corporation. (Said Unilateral Agreement and Declaration for Conditional Zoning is not noted on Transfer Certificate of Title No. 221,939.)
3. The terms and provisions of that certain Lease dated August 11, 1982, effective as of January 1, 1982, filed in said Office of the Assistant Registrar as Document No. 1130265, and also recorded in said Bureau of Conveyances in Book 16549 Page 52, made by and between THE QUEEN EMMA FOUNDATION, a Hawaii nonprofit corporation, as Lessor(s), and ALII PLANTATION PARTNERS, a Hawaii general partnership, as Lessee(s), leasing and demising the lands described herein for a term of five years commencing on the effective date and ending on December 31, 1986.
4. The terms and provisions of that certain Memorandum of Lease dated June 29, 1984, but effective as of June 1, 1984, filed in said Office of the Assistant Registrar as Document No. 1245051, and also recorded on July 3, 1984 in said Bureau of Conveyances in Book 17992 Page 609, made by and between THE QUEEN EMMA FOUNDATION, as Lessor(s), to LEAR SIEGLER, INC./HAWAIIAN PROPERTIES DIVISION, a Delaware corporation, as Lessee(s), for a term of fifty-seven (57) years from June 1, 1984 to June 30, 2041.
5. Declaration of Restrictive Covenants dated June 14, 1984, filed in said Office of the Assistant Registrar as Document No. 1257499, also recorded in said Bureau of Conveyances in Liber 18145 at Page 352.

MERGER OF ADDITIONAL INCREMENTS: Phase V may be merged with up to four (4) additional increments (at any time up to but not later than December 1, 1989), by the addition of said Phase V to the previous Phase I which consists of thirty-six (36) apartments on approximately 4.005 acres of land; the previous Phase II which consists of twenty (20) apartments on approximately 1.343 acres of land; the previous Phase III which consists of twenty-eight (28) apartments on approximately 2.432 acres of land; and the previous Phase IV which consists of twenty-eight (28) apartments on approximately 1.377 acres of land. Phase V is the fifth and final phase of a proposed five

(5) phase project, which may be developed in two or more phases, all at the option of the Lessor and Developer. The purpose of the merger provisions, as more fully set forth in Paragraph 18 of the proposed Declaration for Phase V, is to provide for a merger of all phases just as if the phases involved had been developed as one single project. A merger may occur with respect to Phase V with the first, second, third and fourth phase, or any one of them, at the same or different times and merger with respect to one of said phases shall not affect the right of the Lessor and Developer to merge another phase or phases at a later date subject to all of the provisions of the Declaration for Phase V.

Merger shall take effect with respect to a particular additional phase upon the happening of all of the following conditions with respect thereto:

(1) Filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and, with respect to Phases II or III, recordation in the Bureau of Conveyances of the State of Hawaii, by the Lessor and Developer of a Declaration of Horizontal Property Regime and By-Laws covering the additional phase in a form substantially identical hereto (except for the descriptions of apartments and the common elements and the percentage of common interest therein) and a Condominium Map depicting the plot and floor plans of the additional phase, both complying with the requirements of Chapter 514A, Hawaii Revised Statutes, as amended.

(2) Filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and, in the case of the mergers involving Phases II or III, recordation in the Bureau of Conveyances of the State of Hawaii, by the Lessor and Developer of a "Certificate of Merger" which certificate shall contain:

(i) A certificate by a Hawaii registered architect or professional engineer depicting fully the layout, location, apartment numbers and dimensions of the apartments as built;

(ii) A certification by Developer that the increment has been substantially completed, that a notice of completion has been filed, that the period for filing of mechanics' and materialmen's liens has expired and that there are no tax liens;

(iii) The common interest of each apartment of the project after completion of the subject merger; and

(iv) A revised plot plan showing the location of the buildings of the project after completion of the subject merger.

(3) Prior written consent of the Secretary of the U. S. Department of Housing and Urban Development, so long as a contract of mortgage insurance continues in effect with respect to a unit or property located within

the project, and during such further period of time as the Secretary of Housing and Urban Development shall be the owner of such unit or holder, or re-insurer of any such mortgage, or during any such time the Secretary is obligated to insure a mortgage on any such unit or property.

PURCHASE MONEY HANDLING. A copy of the Specimen Sales Contract and the executed Escrow Agreement dated April 12, 1985 have been submitted as part of the registration. The Escrow Agreement identifies Security Title Corporation as the Escrow. Upon examination, the 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 he reads with care the Sales Contract and the executed Escrow Agreement.

The Escrow Agreement establishes how 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. The Escrow Agreement provides 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 \$25.00 cancellation fee and costs, if one of the following has happened:

(a) Escrow receives a written request from Developer to return to Purchaser the funds of such Purchaser then held hereunder by Escrow; or

(b) If a Purchaser's funds were obtained prior to the issuance of a final public report and the request is prior to the time the final public report is issued; or

(c) If a Purchaser's funds were obtained prior to the issuance of a final public report, then in the event that the Purchaser exercises his or her right to cancel at any time prior to the earlier of (1) the conveyance of the apartment to the Purchaser, or (2) midnight of the thirtieth (30th) day following the date of delivery of the final public report to such Purchaser; provided, however, that the Purchaser has not previously waived his or her right to cancel; or

(d) If a Purchaser's funds were obtained after the issuance of a final public report and purchaser exercises his or her right to cancel prior to the earlier of (1) the conveyance of the apartment to Purchaser or (2) midnight of the thirtieth (30th) day following the date of delivery of the final public report, provided however, that the Purchaser has not previously waived his or her right to cancel; or

(e) Except for any addition, deletions, or modifications resulting from the merger or phasing of the Project as provided for in the Declaration and the Sales Contract, the Purchaser shall have the right to rescind the Sales Contract if there is a material change in the Project which directly, substantially and adversely affects the use or value of (1) such Purchaser's apartment or appurtenant limited common elements, or (2) those amenities of the

Project available for such Purchaser's use, unless the Purchaser has waived his or her rights of rescission in writing; or

(f) If the final public report is not issued within one (1) year from the date of issuance of the preliminary public report.

MANAGEMENT AND OPERATIONS: Administration of the project shall be vested in the Association of Owners. Operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the By-Laws except that the initial Managing Agent shall be appointed by the Developer. Hawaii Management Corporation, whose principal place of business and post office address is 1221 Kapiolani Boulevard, Suite 700, Honolulu, Hawaii 96813, has been named as the initial Managing Agent. Any officer of the Developer is designated as the agent to receive service of process until such time as the Board of Directors of the Association is elected.

STATUS OF PROJECT: Construction of the project will commence on or about June 15, 1985 and will be completed on or about January 15, 1986.

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 April 15, 1985.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1673.

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 in color.



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

Distribution:

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County of Honolulu
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Federal Housing Administration
Escrow Agent

Registration No. 1673

Dated: April 23, 1985

PHASE V
ALII PLANTATION

LOCATION, UNIT NUMBER AND MODEL TYPE

<u>Building No.</u>	<u>Apartment No.</u>	<u>Model</u>	
14	93	Be	
	94	Be	
	95	Bi	
	96	Bi	
	97	Bi	
	98	Bi	
	99	Be	
	100	Be	
	15	101	Be
		102	Be
103		Bi	
104		Bi	
105		Bi	
106		Bi	
107		Be	
108		Be	
12	109	Ae	
	110	Ae	
	111	Ai	
	112	Ai	
	113	Bi	
	114	Bi	
	115	Bi	
	116	Bi	
	117	Ai	
	118	Ai	
	119	Ae	
120	Ae		
13	121	Ae	
	122	Ae	
	123	Ai	
	124	Ai	
	125	Ai	
	126	Ai	
	127	Ai	
	128	Ai	
	129	Ai	
	130	Ai	
	131	Ae	
	132	Ae	

NOTE: All odd numbered apartments are located on the first floor of its building and all even numbered apartments are located on the second floor of its building.

DESCRIPTION OF MODELS

Model Ae 2 Bedroom, 1 Bath Townhouse, containing a living/dining room, kitchen, 2 bedrooms, 1 bathroom, and lanai with storage area; NET LIVING AREA approximately 786 square feet; GROSS APARTMENT AREA approximately 858 square feet (including lanai of approximately 72 square feet which includes a storage area of approximately 15.9 square feet).

Model Ai 2 Bedroom, 1 Bath Townhouse, containing a living/dining room, kitchen, 2 bedrooms, 1 bathroom, and lanai with storage area; NET LIVING AREA approximately 768 square feet; GROSS APARTMENT AREA approximately 840 square feet (including lanai of approximately 72 square feet which includes a storage area of approximately 15.9 square feet).

Model Be 2 Bedroom, 2 Bath Townhouse, containing a living/dining room, kitchen, 2 bedrooms, 2 bathrooms, and lanai with storage area; NET LIVING AREA approximately 941 square feet; GROSS APARTMENT AREA approximately 1013 square feet (including lanai of approximately 72 square feet which includes a storage area of approximately 15.9 square feet).

Model Bi 2 Bedroom, 2 Bath Townhouse; containing a living/dining room, kitchen, 2 bedrooms, 2 bathrooms, and lanai with storage area; NET LIVING AREA approximately 912 square feet; GROSS APARTMENT AREA approximately 984 square feet (including lanai of approximately 72 square feet which includes a storage area of approximately 15.9 square feet).

TOTAL NUMBER OF EACH MODEL IN PHASE V

<u>Model</u>	<u>Total No.</u>		<u>Common Interest as shown in Exhibit "C"</u>	<u>Total Common Interests</u>
Ae	8	x	2.31350%	= 18.50800%
Ai	12	x	2.26040%	= 27.12480%
Be	8	x	2.76960%	= 22.15680%
Bi	<u>12</u>	x	2.68420%	= <u>32.21040%</u>
	40			100.00000%

PHASE V
ALII PLANTATION
PARKING STALL ASSIGNMENT

<u>APARTMENT NO.</u>	<u>PARKING STALL(S) NO(S).</u>
93	232***, 227C***
94	13***, 228C***
95	14***
96	15***
97	16***
98	17***
99	218***, 220C***
100	219***, 221C***
101	209***, 214***
102	210***, 213***
103	211***
104	212***
105	208***
106	207***
107	206***, 203**
108	205***, 202**
109	183*
110	182*
111	181*
112	180*
113	179*
114	178*
115	177*
116	176*
117	175*
118	174*
119	173*, 169C****
120	172*, 168C****
121	159****
122	160****
123	158****
124	133****
125	157****
126	156****
127	155****
128	154****
129	153****
130	152****
131	150****
132	151****

* These parking stalls are presently located in Phase I, Alii Plantation and assigned to Apartment No. 25 in said Phase I.

** These parking stalls are presently located in Phase II, Alii Plantation and assigned to Apartment No. 43 in said Phase II.

*** These parking stalls are presently located in Phase III, Alii Plantation and assigned to Apartment No. 67 in said Phase III.

**** These parking stalls are presently located in Phase IV, Alii Plantation and assigned to Apartment No. 135 in said Phase IV.

This Phase V shall have an easement for vehicular and pedestrian ingress and egress over the driveways located in Phases I, II, III and IV, Alii Plantation.

PHASE V
ALII PLANTATION

SCHEDULE OF COMMON INTERESTS

<u>Model</u>	<u>Phase V</u>	<u>*Upon Merger of Phases I, II, III, IV & V</u>
Ae (2 Bedrooms, 1 Bath)	2.31350%	0.61260%
Ai (2 Bedrooms, 1 Bath)	2.26040%	0.59860%
Be (2 Bedrooms, 2 Baths)	2.76960%	0.73335%
Bi (2 Bedrooms, 2 Baths)	2.68420%	0.71090%

*Apartment 45 in Building 4 in Phase II will be the Manager's apartment and will be a common element.