

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
58-126 IWIA
Kaunala, Koolauloa
Honolulu, Hawaii

REGISTRATION NO. 1726

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: February 21, 1986
Expires: March 21, 1987

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 or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED, DECEMBER 12, 1985 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF FEBRUARY 10, 1986. 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. 58-126 IWIA is a fee simple condominium project which, according to the Developer's plans, will contain two (2) residential apartment units. Each is located in separate buildings. Each apartment unit has the use of four parking stalls, two of which are covered and located on the ground level and two of which are uncovered.

2. The Developer of the Project has submitted to the Commission for examination 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 Developer advises that the Declaration of Horizontal Property Regime and the By-Laws of Association of Apartment Owners have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as Document Nos. 1346385 and 1346386. The Condominium File Plan has been filed in said Office as Condominium File Plan No. 574.

4. No advertising or promotional matter has been submitted 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 Hawaii Real Estate Commission Rules and Regulations which relate to Horizontal Property Regimes.

6. This Final Public Report is made a part of the registration of 58-126 IWIA condominium project. The Developer shall be responsible for placing a true copy of this Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, February 21, 1986, 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: 58-126 IWIA.

LOCATION: The land to be submitted to the regime and on which the project will be situated is located in Kaunala, Koolauloa, City and County of Honolulu, State of Hawaii, containing 14,400 square feet.

TAX MAP KEY: 1-5-8-04:54

ZONING: R-6

DEVELOPER: EDWARD MARTIN ROTHMAN, husband of Lutrell Suzette Rothman, whose residence and post office address is [REDACTED]

ATTORNEY REPRESENTING DEVELOPER: Jeffrey S. Grad, Attorney at Law, Suite 2001, 841 Bishop Street, Honolulu, Hawaii 96813. Telephone No. (808) 521-4757.

DESCRIPTION OF PROJECT: The Project consists of two (2) apartments (each called interchangeably a "Unit", an "Apartment" or "Dwelling"). The Apartments are identified on the Condominium Map as "Unit A" and "Unit B". Each of the Units will have access to Iwila Place by way of a common roadway, which is included as a Common Element of the Project.

DESCRIPTION OF APARTMENTS: One (1) freehold estate is hereby designated in each of the two Apartments contained in the Project, within the spaces enclosed by and within the outside surfaces of the exterior wall and roof and the bottom surfaces of the footing and foundations of each Unit.

Note: The Net living area of each Apartment is not calculated according to this perimeter; rather it is calculated according to the interior surfaces of the walls and doors.

Each Dwelling is a two story residence. The two stories are connected by an exterior staircase. Each Dwelling contains eight rooms, including a living-dining room, a kitchen (and pantry), two bedrooms, two baths, a laundry and a recreation room. Unit A contains approximately 1,400 square feet of Net Living Area, a deck area of approximately 376 square feet and a covered parking area of approximately 588 square feet and Unit B contains approximately 1,450 square feet of Net Living Area, a deck area of approximately 376 square feet and a covered parking area of approximately 532 square feet.

Parking. The Project would have eight (8) regular size parking spaces. Each Dwelling has the exclusive use of four (4) parking stalls, two of which are uncovered and two of which are covered and located beneath each dwelling. The parking spaces are as shown on the Site Plan which constitutes one of the Condominium Plans.

Apartment Numbers and Location. Unit A is located on the portion of the Land closest to Iwila Road and Unit B is located immediately to the southeast. The location of each of the Units is as shown on the Condominium Map.

COMMON ELEMENTS. One freehold estate is hereby also designated in all the remaining portions of the Project, herein called the "Common Elements", including specifically but not limited to:

- a. The Land in fee simple.
- b. The driveway indicated on the Condominium Map as Common Driveway.
- c. The area in which are located the cesspools for the use of each of the Dwellings.
- d. All other portions of the Land and improvements not specifically heretofore designated as Units, but which are intended for common use and all other devices and installations existing for or rationally of common use or necessary to the existence, upkeep and safety of the Horizontal Property Regime.

LIMITED COMMON ELEMENTS. Certain parts of the common elements, herein called the "Limited Common Elements" are hereby designated and set aside for the exclusive use of each Dwelling, and each Dwelling 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, replacement and improvement, shall be borne entirely by the Dwelling to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

The site of each Dwelling, called a "Dwelling Lot" consisting of the land beneath and immediately adjacent thereto, as shown and delineated as "limited exclusive common area" on said Condominium Map (and having the same letter designation as the Dwelling to which it is appurtenant), shall be deemed a limited common element for the exclusive use of the Dwelling to which it is appurtenant.

Note: The Purchaser should be aware that the "Dwelling Lot" described above is for Horizontal Property Regime purposes only. The "Dwelling Lots" are not lots of record (subdivided) and the City and County of Honolulu will consider all development on one lot of record as a single entity when application is made for any required permits.

INTEREST TO BE CONVEYED TO PURCHASER: Each Dwelling shall have appurtenant thereto an undivided fifty percent (50%) interest in all common elements of the Project (herein called the

"common interest"), and the same proportionate share in all common profits and expenses of the Project and for all other purposes, including voting on all matters requiring action by the Dwelling Lot owners.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE" A Dwelling shall be occupied and used only as a private dwelling by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose, provided, however, that no Dwelling shall be occupied and used by more than three unrelated persons. A Dwelling shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the Dwelling are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen, or bellboy service. Except for such transient or hotel purposes, the owners of a Dwelling shall have the absolute right to lease the same subject to limitation, restrictions, covenants and conditions of this Declaration.

OWNERSHIP OF TITLE: A Preliminary Report dated January 23, 1986, by Island Title Corporation indicates that Edward Martin Rothman, husband of Lutrell Suzette Rothman, has title to the land committed to the Project.

ENCUMBRANCES AGAINST TITLE. Said Preliminary Report dated January 23, 1986, reveals the following:

1. For real property taxes that may be due and owing, reference is hereby made to the Office of the Tax Assessor, City and County of Honolulu.
2. Title to all minerals and metallic mines reserved to the State of Hawaii.
3. Easement 174, for drainage purposes, as shown on Map 96, and set forth by Land Court No. 59218, filed March 10, 1981.
4. An easement for utility purposes, in favor of Hawaiian Electric Company, Inc. dated February 4, 1985, filed March 31, 1976, in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 758950.
5. Mortgage dated May 4, 1984, filed as Document No. 1236237, in favor of American Savings and Loan Association, a corporation organized and existing under the laws of the State of Utah.

6. Condominium Map No. 574, for "58-126 Iwia" Condominium, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii.

7. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions and easements set forth in the Declaration of Horizontal Property Regime dated December 20, 1985, filed January 15, 1986, in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 1346385.

8. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions and easements set forth in the By-Laws dated December 20, 1985, filed January 15, 1986, in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 1346386.

9. Any and all covenants, conditions, restrictions and easements encumbering the apartment herein mentioned, and/or the common interest appurtenant thereto, as created by or mentioned in said Declaration, and/or in said Apartment Deed, and/or as delineated on said Condominium Map.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated December 5, 1985, identifies Bank of Hawaii as Escrow Agent. On examination, the Reservation Agreement, Deposit Receipt and Sales Contract and the executed Escrow Agreement are found in compliance with Hawaii Revised Statutes, Chapter 514A, as amended.

Among other provisions, the executed Escrow Agreement states that a Purchaser under a Reservation Agreement, Deposit Receipt and Sales Contract (hereinafter, the "Sales Contract"), shall be entitled to certain rights of cancellation pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, and/or pursuant to the provisions of the Sales Contract. The Sales Contract and/or the Escrow Agreement provides that a purchaser shall be entitled to a return of his funds, and Escrow shall pay such funds to such Purchaser without interest, if any one of the following has occurred:

(a) Developer and the Purchaser shall have requested Escrow in writing to return to Purchaser the funds of Purchaser held hereunder by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the Sales Contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer.

In any of the foregoing events, Escrow shall, upon the occurrence of the event described in (a) or (b) above or upon receipt of a written request for a refund from Purchaser upon the occurrence of an event described in (c) or (d) above, pay said funds to said Purchaser and thereupon said Sales Contract and any conveyance document theretofore delivered to Escrow shall be returned to Developer and shall be deemed no longer held hereunder; provided, however, that no refund shall be made to a Purchaser at Purchaser's request prior to receipt by Developer of written notice from escrow of its intent to make such refund.

This Sales Contract also provides for other rights of cancellation by Developer and such include, but are not limited to, the following:

1. If Purchaser shall have died prior to his acquisition of title to the apartment, the Developer may elect to return all sums paid hereunder to Purchaser's estate or legal representative, and thereupon all rights of Purchaser shall cease and terminate without further liability on the part of the Developer.

2. If Purchaser shall have sought financing and application is not approved within thirty (30) days.

NOTE. Prospective purchasers should be aware that all security interests obtained by any lender in connection with the Project as well as any extensions, renewals or modifications thereof shall be prior to and superior to any and all lines or charges arising from the Sales Contract or any other prior reservation agreement.

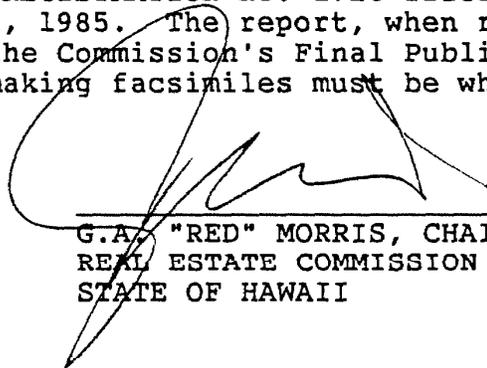
MANAGEMENT AND OPERATION. The By-Laws of this project state that the management and operation of the project shall be vested in the Board of Directors, that the Board of Directors may employ, for the Association of Apartment Owners, a Managing Agent to perform such duties as the Board shall authorize, including the collection of all assessments from the Owners. The Developer has not yet entered into a Property Management Agreement and until a corporate or other managing agent is appointed, Edward Martin Rothman, the Developer, will serve as the initial Managing Agent. It is intended that after sale of the Project that the owners of the Apartments in the Project will self-manage the Project.

STATUS OF PROJECT. The Project is now completed.

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The Purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted December 12, 1985, and information subsequently filed as of February 10, 1986.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1726 filed with the Commission on December 12, 1985. The report, when reproduced shall be a true copy of the Commission's Final 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 DEPARTMENT, CITY AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

Registration No. 1726

Date: February 21, 1986.

EXHIBIT "A"

ESTIMATED OPERATING EXPENSES

NAME OF PROJECT

For Period January 1, 1986 to December 31, 1986
As Prepared by Developer

Estimated Annual Expenses

Ground Maintenance and Water/Sewer and Electricity*:	\$-0-
Fire*/Liability Insurance**:	\$-0-
Management Fee:	\$-0-
Miscellaneous:	\$-0-
 TOTAL ANNUAL EXPENSES	 \$-0-

Estimated Monthly Expenses

\$-0- - 12 months): \$-0-

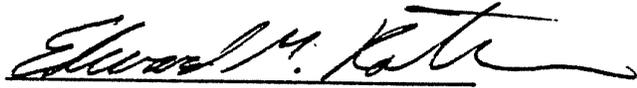
Estimated Monthly Maintenance Fee for Each Apartment:

Estimated Monthly Expenses:	\$-0-
 TOTAL MONTHLY MAINTENANCE FEE FOR EACH APARTMENT:	 \$-0-

Note: * All utilities will be separate metered or otherwise charged, and the common elements will incur no separate utility charges.

** It is contemplated that each apartment owner will purchase and maintain his own homeowner's insurance policy which will include fire and liability coverage and that the Association of Apartment Owners will be named as an additional insured, but without any cost to the Association.

The Developer certifies that the maintenance fees and costs as estimated by the Developer is based on generally accepted accounting principles.

A handwritten signature in black ink, appearing to read "Edward M. Rothman", written over a horizontal line.

EDWARD M. ROTHMAN

"Developer"

O/R: 22H

58-126 IWIA

DISCLOSURE ABSTRACT

1. (a) PROJECT: 58-126 IWIA
58-126 Iwia Road
Sunset Beach, Hawaii
- (b) DEVELOPER: Edward Martin Rothman

- (d) MANAGING AGENT: Edward Martin Rothman
2. Breakdown of annual maintenance fees and monthly estimate costs for each unit (revised and updated every twelve (12) months and certified to have been baswed on generally accepted accounting principles).
3. DESCRIPTION OF ALL WARRANTIES COVERING THE UNITS AND COMMON ELEMENTS: The Developer is making a contractor's one year warranty relating to the materials and workmanship of the Units and the common elements. To the extent any appliances are covered by manufacturer's warranty, such warranties will be assigned to the Apartment Owner.
4. USE OF UNITS. The 58-126 Iwia Condominium Project will consist of two (2) units which will be used for residential purposes by the respective owners thereof, their tenants, families and domestic servants and social guests, and for no other purpose.