



**REAL ESTATE COMMISSION**  
 STATE OF HAWAII  
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION  
 1010 Richards Street - P. O. Box 3489  
 Honolulu, Hawaii 96801

**CONDOMINIUM PUBLIC REPORT**

on

NALU NANI COURT  
 84-850 Farrington Highway  
 84-825 Hanalei Street  
 Waianae, Hawaii

Registration No. 1888 (Conversion)

Issued: July 31, 1991  
 Expires: August 31, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of June 10, 1991, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

- PRELIMINARY:** (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.
- FINAL:** (white) The developer has legally created a condominium and has filed complete information with the Commission.  
 No prior reports have been issued  
 Supersedes all prior public reports  
 Must be read together with \_\_\_\_\_
- SUPPLEMENTARY:** (pink) Updates information contained in the  
 Prelim. Public Report dated \_\_\_\_\_  
 Final Public Report dated March 18, 1988  
 Supp. Public Report dated \_\_\_\_\_
- And  Supersedes all prior public reports  
 Must be read together with \_\_\_\_\_
- This report reactivates the March 18, 1988 Final public report(s) which expired on April 18, 1989

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required       Not Required - disclosures covered in this report.

**Summary of Changes from Earlier Public Reports:**

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the Commission.

Changes made are as follows:

This Report supercedes the Final Public Report issued March 18, 1988. Subsequent changes include:

- (1) Estimated Initial Maintenance fees have increased, as set forth on Exhibit "A".
- (2) The descriptions of Apartment Nos. 2 and 9 have been revised, as set forth in Exhibit "B".
- (3) The Mortgage in favor of Finance Factors, Limited, shown as an encumbrance on the Final Report has been fully paid and released (see Exhibit "C").
- (4) The Developer has entered into a new Escrow Agreement with Bank of Hawaii, summarized in Exhibit "D".
- (5) The Developer has procured an Existing Use Permit for the Project (see Exhibit "F"), permitting the reconstruction of Apartments which are damaged or destroyed.
- (6) The Developer has granted a sewer easement to the City and County of Honolulu (see Grant of Sewer Easement attached as Exhibit "G", and Developer Plan attached as Exhibit "H"), and has agreed to absorb the Sewer Assessment therefor, as well as the cost of sewer and water hook-up to the Apartments (see Article IV on Page 18).

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## GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Condominium Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

Common elements are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called limited common elements and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged, or encumbered, and they may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owner/tenant) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements. The leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

### Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without a vote of the owners. Some of these actions may significantly impact the quality of life for all apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

## SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.
- Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
- Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

Types of Project:

1.  New Building(s)  Conversion  
 Both New Building(s) and Conversion
2.  Residential  Commercial  
 Mixed Residential and Commercial  
 Other \_\_\_\_\_
3.  High Rise (5 stories or more)  Low Rise
4.  Single or  Multiple Buildings
5. Apartment Description -- SEE EXHIBIT "B" ATTACHED HERETO

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
_____	2	3/2	928-1,012	_____
_____	7	3/1	930-1,040	_____
_____	1	3/1-1/2	980	_____
_____	4	3/2	748	_____
_____	5	2/1	680-998	_____
_____	1	3/1	854	_____

Total Apartments: 20

\*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

6. Parking: SEE EXHIBIT "B"

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>24</u>
Guest Stalls	<u>0</u>
Unassigned Stalls	<u>0</u>
Extra Stalls Available for Purchase	<u>0</u>
Other: _____	<u>0</u>
<b>Total Parking Stalls</b>	<b><u>24</u></b>

7. Recreational amenities: None.

**I. PEOPLE CONNECTED WITH THE PROJECT**

Developer: DONALD C. SMITH & JEANETTE C. SMITH  
Name

Phone: 947-4977  
(Business)

1830 Makiki Street  
Business Address  
Honolulu, Hawaii 96822

Names of officers or general partners of developers who are corporations or partnerships:

NOT APPLICABLE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Sales Agent: VILLAS OF HAWAII, INC.  
JUDSON G. BANKS, Principal Broker  
Name

Phone: 735-9000  
(Business)

4218 Waiialae Avenue, Suite 203  
Business Address  
Honolulu, HI 96816

Escrow: BANK OF HAWAII ESCROW SERVICES  
Name

Phone: 537-8744  
(Business)

6th Floor, Financial Plaza of the Pacific  
Business Address  
Honolulu, HI 96813

Managing Agent: ASSOCIATION OF OWNERS OF NALU NANI  
c/o DONALD C. SMITH  
Name

Phone: 947-4977  
(Business)

1830 Makiki Street  
Business Address  
Honolulu, HI 96822

Attorney for Developer: LAW OFFICES OF BRUCE G. JACKSON  
Attention: Bruce G. Jackson  
Name

Phone: 521-4573

Suite 1132 Pacific Tower  
1001 Bishop Street  
Business Address  
Honolulu, HI 96813

**II. CREATION OF THE CONDOMINIUM;  
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- A. Declaration of Condominium Property Regime contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

Proposed  
 Recorded - Bureau of Conveyances - Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document Number 1499596

Amendment date(s) and recording/filing information:

- (1) First Amendment, dated January 14, 1988 - Document No. 1523934.  
(2) Second Amendment, dated March 19, 1991 - Document No. 1807827.

- B. Condominium Map (File Plan) shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

Proposed  
 Recorded - Bureau of Conveyance Condo Map No. \_\_\_\_\_  
 Filed - Land Court Condo Map No. 643

Amendment date(s) and recording/filing information:

January 14, 1988 - Amended Condominium Map No. 643.

November 21, 1990 - Amended Condominium Map No. 643 (sheet Nos. 1 and 6).

- C. Bylaws of the Association of Apartment Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed  
 Recorded - Bureau of Conveyances - Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document Number 1499597

Amendment date(s) and recording/filing information:

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

- D. **House Rules.** The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial house rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed                       Adopted

Developer does not plan to adopt house rules.

E. **Changes to Condominium Documents**

Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>N/A</u>

The percentages for individual condominium projects may be more than the minimum set by law.

2. **Developer:** The developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules:

The Developer has reserved the right to: (a) represent all of the owners of the apartments and all of the members of the Association; (b) appoint the officers and directors of the Association; and (c) act on behalf of the Association and all future apartment owners of the Project, until the first to occur of the Fee Owner selling all of the apartments in the Project or until five (5) years after the first apartment sale has been consummated and the appropriate documents filed in the Hawaii Land Court.

By letter dated February 3, 1988, the Developer released the reserved right described immediately above. The Developer shall be subject to the provisions of the Declaration and the By-Laws of the Association will be held no later than six (6) months after the first apartment sale has been consummated.



**B. Underlying Land:**

Address: 84-850 Farrington Highway and Tax Map Key: 8-4-16-2  
84-825 Hanalei Street, Waianae, HI (TMK)

[ ] Address [ ] TMK is expected to change because \_\_\_\_\_

Land Area: 121,736 [X] square feet [ ] acre(s) Zoning: R-5

Fee Owner: DONALD C. SMITH and JEANETTE C. SMITH  
Name

1830 Makiki Street  
Address

Honolulu, HI 96822

Sublessor: None  
Name

Address

**C Buildings and Other Improvements:**

1. [ ] New Building(s) [X] Conversion of Existing Building(s)  
[ ] Both New Building(s) and Conversion

2. Buildings: 18 Floors Per Building One (1)

[ ] Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

[ ] Concrete [ ] Hollow Tile [X] Wood

[ ] Other \_\_\_\_\_

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
[ ] Commercial	_____	[ ] Industrial	_____
[X] Residential	<u>20</u>	[ ] Agricultural	_____
[ ] Timeshare/Hotel	_____	[ ] Recreational	_____
[ ] Other:	_____		_____

5. Social Use Restrictions:

The Declaration, Bylaws, and House Rules may contain restrictions on the use and occupancy of apartments. Restrictions for this condominium project include but are not limited to:

[ ] Pets \_\_\_\_\_

[ ] Number of Occupants: \_\_\_\_\_

[XX] Other: The apartments of the Project shall be occupied and used only as private residential dwellings by the respective owners thereof,  
 [ ] There are no special use restrictions. their families, domestic servants, persons guests and tenants, and for no other purposes.

6. Interior (fill in appropriate numbers):

Total Apartments 20

Elevators None

Stairways None

Trash Chutes None

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
_____	<u>2</u>	<u>3/2</u>	<u>928-1,012</u>	_____
_____	<u>7</u>	<u>3/1</u>	<u>930-1,040</u>	_____
_____	<u>1</u>	<u>3/1-1/2</u>	<u>980</u>	_____
_____	<u>4</u>	<u>3/2</u>	<u>748</u>	_____
_____	<u>5</u>	<u>2/1</u>	<u>680-998</u>	_____
_____	<u>1</u>	<u>3/1</u>	<u>854</u>	_____

\*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

**Boundaries of Each Apartment:**

SEE EXHIBIT "A" ATTACHED HERETO.

**Permitted Alterations to Apartments:** Individual apartment owners may, at their sole discretion, remodel, expand or otherwise alter their apartment, provided same is permitted by and done in complete accordance with all applicable ordinances, codes, rules and regulations or other requirements in force at the time of said construction. Pursuant hereto, said alterations shall not require the consent or permission of other apartment owners or the Association; provided, however, that any newly-constructed improvements remain a minimum of five (5) feet from all perimeter boundary lines (including both lot lines and designated limited common element land areas); and provided further that said newly-constructed improvements do not alter the essential nature and character of the Project, and do not unreasonably interfere with any other apartment owner's enjoyment of the apartment(s).

7. Parking Stalls:

Total Parking Stalls: 24

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for individual units)	_____	_____	_____	_____	_____	_____	_____
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra Available for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____	_____	_____
Total	_____	_____	_____	_____	_____	_____	_____
Covered & Open	_____	_____	_____	_____	_____	_____	_____

Each apartment will have the exclusive use of at least \_\_\_\_\_ parking stall(s).  
Buyers are encouraged to find out which stall(s) will be available for their use.

- Commercial parking garage permitted in condominium project.
- Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities.

- There are no recreational or common facilities.
- Swimming pool
- Recreation Area
- Tennis Court
- Storage Area
- Laundry Area
- Trash Chute

XX] Other: COMMON DRIVEWAY

\_\_\_\_\_

9. Present Condition of Improvements

(For conversions of residential apartments in existence for at least five years):

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

Based on a report prepared by an independent registered architect, it is the Developer's opinion that all structural components and mechanical and electrical installations material to the use and enjoyment of the condominium apartment are presently sound and appear to be in satisfying working condition. However, NO REPRESENTATIONS OF ANY KIND ARE MADE AS TO THE EXPECTED USEFUL LIFE, IF ANY, OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE OF AND ENJOYMENT OF THE CONDOMINIUM APARTMENT.

b. Compliance With Building Code and Municipal Regulations: Cost to Cure Violations

The Project is a conversion of fully constructed and existing buildings to condominium status. Said buildings are in compliance with all ordinances, codes, rules and regulations, or other requirements in force at the time of their construction or relocation. No variance has been granted from any ordinance, code, rule, regulation, or other requirement in force at the time of their construction or relocation, or from any other ordinance, code, rule, regulation or other requirement.

10. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	X		
Structures		X*	
Lot	X		

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

\* The application for the subject development is approved as an Existing Use under Section 3.130 of the Land Use Ordinance in accordance with the application plans DLU date stamped August 7, 1989. A copy of the Existing Use Permit dated October 13, 1989, is attached as Exhibit "F".

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit "E" describes the common elements.

As follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which may use them are:

described in Exhibit \_\_\_\_\_

as follows:

The only limited common elements so set aside and reserved are the immediate land and yard area upon and around which each apartment is located. Said land/yard areas are shown and delineated on the Condominium Map No. 643.

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit \_\_\_\_\_ describes the common interests for each apartment.

As follows:

Each apartment and its owner(s) shall have appurtenant thereto a one-twentieth (1/20) fractional interest (5.0 percentage interest) in the common elements of the Project, for all purposes including voting, said interest being referred to as the "common interest".

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property.

Exhibit "C" describes the encumbrances against the title contained in the title report dated May 20, 1991 and issued by T.I. OF HAWAII, INC.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[ ] There are no blanket liens affecting title to the individual apartments.

[X] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

Type of Lien

Blanket Mortgage

Effect on Buyer's Interest  
If Developer Defaults

Buyer's interest unaffected. Title to the individual apartments will be free and clear at the time of conveyance.

F. Management of the Common Elements: The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial managing agent for this condominium is:

[ ] not affiliated with the Developer.

[XX] the Developer or the Developer's affiliate.

[ ] self-managed by the Association of Apartment Owners.

[ ] other \_\_\_\_\_

**G. Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided to each apartment.

Exhibit "A" contains a schedule of maintenance fees and maintenance fee disbursements.

SEE DISCLOSURE ABSTRACT for complete schedule of estimated maintenance fee

**H. Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- |   |  |
|---|--|
| <input type="checkbox"/> Electricity    | <input type="checkbox"/> Television Cable  |
| <input type="checkbox"/> Gas            | <input checked="" type="checkbox"/> Water & Sewer (Reference to the special sewer assessment is noted on Page 18 of this Report and Exhibit "A" of the Disclosure Abstract.) |
| <input type="checkbox"/> Other _____    |  |
| <input type="checkbox"/> Not applicable |  |

**I. Construction Warranties:**

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements: NONE

2. Appliances: NONE included in sale.

J. Status of Construction and Estimated Completion Date:

Project is a conversion of existing dwellings.

K. Project Phases:

The developer [ ] has [xx] has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's Present Plans for Future Development:

NONE ANTICIPATED.

L. Sales Documents Filed With the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

[X] Notice to Owner Occupants

[X] Specimen Sales Contract (Revised)

Exhibit "D" contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated March 19, 1991

Exhibit "D" contains a summary of the pertinent provisions of the escrow contract.

[X] Other Specimen Apartment Deed (Revised)

#### **IV. ADDITIONAL INFORMATION NOT COVERED ABOVE**

SEWER AND WATER LINES: Developer anticipates sewer line improvement costs under two amendments to the Development Plan Public Facilities Map for Waianae (Exhibit "H"). Developer will pay the complete fee of \$1,500.00 for sewer hook-up to each unit. In addition, the Developer agrees to pay the complete sewer assessment of \$800.00 per Unit. See Grant of Sewer Easement, attached as Exhibit "G".

Prospective purchasers should be advised that the apartments as of the date of issuance of this Report, are non-conforming. "Non-conforming" essentially means that the dwellings were constructed prior to the enactment of the Land Use Ordinance. The application for the subject development is approved as an Existing Use under Section 3.130 of the Land Use Ordinance in accordance with the application plans DLU date stamped August 7, 1989. A copy of the Existing Use Permit dated October 13, 1989, is attached as Exhibit "F". Such Existing Use Permit allows the reconstruction of an apartment which has been damaged or destroyed, and imposes certain conditions in such event (see Exhibit "F").

**Buyer's Right to Cancel Sales Contract:**

**A. Rights Under the Condominium Statute:**

**Preliminary Report:** Sales made by the Developer are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$300.00.

**Supplementary Report to a Preliminary Report:** Same as for Preliminary Report.

**Final Report, Supplementary Report to a Final Report:** Sales made by the Developer are binding if:

1. The Developer delivers to the buyer a copy of:
  - a. Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report;  
**AND**
  - b. Any other public report issued by the Commission prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
2. The buyer is given an opportunity to read the report(s); and
3. One of the following has occurred:
  - a. The buyer has signed a receipt for the report(s) and waived the right to cancel; or
  - b. Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
  - c. The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

**Material Change:** Binding contracts with the Developer may be rescinded by the buyer if:

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

**B. Rights Under the Sales Contract:**

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Condominium Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules. N/A
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other N/A

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs.

This Public Report is a part of Registration No. 1888 filed with the Real Estate Commission on October 23, 1987.

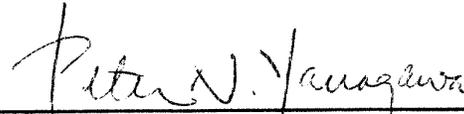
Reproduction of Report. When reproduced, this report must be on:

yellow paper stock

white paper stock

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Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary Public Report is issued or unless the Commission issues an order extending the effective period for the report.

  
\_\_\_\_\_  
PETER N. YANAGAWA, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

Bureau of Conveyances  
Department of Finance, City & County of Honolulu  
Planning Department, City & County of Honolulu  
Federal Housing Administration

**EXHIBIT "A"**

**ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months = <u>Yearly Total</u>
1	\$151.00 \$1,812.00
2	\$151.00 \$1,812.00
3	\$151.00 \$1,812.00
4	\$151.00 \$1,812.00
5	\$151.00 \$1,812.00
6	\$151.00 \$1,812.00
7	\$151.00 \$1,812.00
8	\$151.00 \$1,812.00
9	\$151.00 \$1,812.00
10	\$151.00 \$1,812.00
11	\$151.00 \$1,812.00
12	\$151.00 \$1,812.00
13	\$151.00 \$1,812.00
14	\$151.00 \$1,812.00
15	\$151.00 \$1,812.00
16	\$151.00 \$1,812.00
17	\$151.00 \$1,812.00
18	\$151.00 \$1,812.00
19	\$151.00 \$1,812.00
20	\$151.00 \$1,812.00

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

**Estimate of Maintenance Fee Disbursements:**

**Monthly x 12 months = Yearly Total**

**Utilities and Services**

Air Conditioning	None	None
Electricity	Separate	Separate
<input type="checkbox"/> common elements only		
<input type="checkbox"/> common elements and apartments		
Gas	None	None
Refuse Collection	None (City & County)	None
Telephone	Separate	Separate
Water and Sewer	\$700.00	\$8,400.00

**Maintenance, Repairs and Supplies**

Building	-0-	-0-
Grounds	\$25.00	\$300.00

**Management**

Management Fee	-0-	-0-
Payroll and Payroll Taxes	-0-	-0-
Office Expenses	-0-	-0-

Insurance	\$320.00	\$3,840.00
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Reserves	\$1,850.00	\$22,200.00
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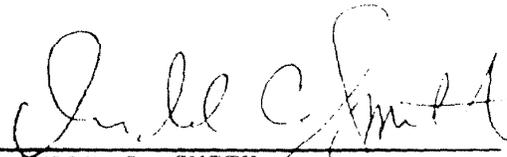
Taxes and Government Assessments	-0-	-0-
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Audit Fees	\$125.00	\$1,500.00
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Other

TOTAL	\$3,020.00	\$36,240.00
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I/We, DONALD C. SMITH, as  
managing agents for the condominium project, hereby certify that the above estimates of initial  
maintenance fee assessments and maintenance fee disbursements were prepared in accordance  
with generally accepted accounting principles.



DONALD C. SMITH

Date: June 10, 1991

EXHIBIT "B"

APARTMENT DESCRIPTIONS

The Declaration of Horizontal Property Regime and plans submitted by the Developer indicate that NALU NANI COURT is a fee simple condominium conversion project consisting of a total of twenty residential "apartment" units, sixteen of which are individual single-family homes and four of which are duplex apartment homes. More particularly, the project consists of one (1) 3 bedroom, 2 bath unit of 928 square feet; eleven (11) 3 bedroom, 1 bath units of approximately 748 to 1,040 square feet; two (2) 3 bedroom, 1-1/2 bath units of approximately 980 to 1,012 square feet; one (1) 3 bedroom, 2 bath units of 928 square feet; and six (6) 2 bedroom, 1 bath units of approximately 680 to 998 square feet. Each unit has at least one (1) carport, parking stall or parking area assigned to it.

The apartments are described as follows:

- (a) Apartment No. 1 with mailing address "84-850A Farrington Highway" consists of a separate single-story wood-frame structure, without basement, containing 3 bedrooms, 1 bath, living room, and kitchen/dining room — all containing a net interior living area of approximately 980 square feet. Said apartment also contains attached carport of approximately 280 square feet.
- (b) Apartment No. 2 with mailing address "84-850B Farrington Highway" consists of a separate single-story wood-frame structure, without basement, containing 3 bedrooms, 2 baths, living room, dining room, and kitchen — all containing a net interior living area of approximately 1,012 square feet. Said apartment also contains unattached carport of approximately 200 square feet.
- (c) Apartment No. 3 with mailing address "84-850C Farrington Highway" consists of a separate single-story wood-frame structure, without basement, containing 2 bedrooms, 1 bath, living room and kitchen/dining room — all containing a net interior living area of approximately 680 square feet. Said apartment also contains unattached carport of approximately 220 square feet.
- (d) Apartment No. 4 with mailing address "84-850D Farrington Highway" consists of a separate single-story wood-frame structure, without basement, containing 3 bedrooms, 1-1/2 baths, living room and kitchen/dining room — all containing a net interior living area of approximately 980 square feet. Said apartment also contains unattached carport of approximately 200 square feet.

- (e) Apartment No. 5 with mailing address "84-850E Farrington Highway" consists of a separate single-story wood-frame structure, without basement, containing 2 bedrooms, 1 bath, living room and kitchen/dining room — all containing a net interior living area of approximately 680 square feet. Said apartment also contains unattached carport of approximately 220 square feet.
- (f) Apartment No. 6 with mailing address "84-850F Farrington Highway" consists of a separate single-story wood-frame structure, without basement, containing 2 bedrooms, 1 bath, living room and kitchen/dining room — all containing a net interior living area of approximately 680 square feet. Said apartment also contains unattached carport of approximately 200 square feet.
- (g) Apartment No. 7 with mailing address "84-850G Farrington Highway" consists of a separate single-story wood-frame structure, without basement, containing 3 bedrooms, 1 bath, living room and kitchen/dining room — all containing a net interior living area of approximately 994 square feet. Said apartment also contains covered porch of approximately 96 square feet and parking stall of approximately 576 square feet.
- (h) Apartment No. 8 with mailing address "84-850H Farrington Highway" consists of a separate single-story wood-frame structure, without basement, containing 2 bedrooms, 1 bath, living room, kitchen/dining room and covered patio — all containing a net interior living area of approximately 680 square feet. Said apartment also contains unattached carport of approximately 200 square feet.
- (i) Apartment No. 9 with mailing address "84-850I Farrington Highway" consists of a separate single-story wood-frame structure, without basement, containing 2 bedrooms, 1 bath, living room, utility room and kitchen — all containing a net interior living area of approximately 879 square feet. Said apartment also contains 2 covered porches totalling approximately 130 square feet and parking stall of approximately 340 square feet.
- (j) Apartment No. 10 with mailing address "84-850J Farrington Highway" consists of a separate single-story wood-frame structure, without basement, containing 3 bedrooms, 1 bath, living room, kitchen/dining room, and covered porch — all containing a net interior living area of approximately 1,032 square feet. Said apartment also contains unattached carport of approximately 200 square feet.
- (k) Apartment No. 11 with mailing address "84-850K Hanalei Street" consists of a separate single-story wood-frame structure, without basement, containing 3 bedrooms, 1 bath, living room, dining room and kitchen -- all containing a net interior living area of approximately 930 square feet. Said apartment also contains parking area of approximately 340 square feet.

- (l) Apartment No. 12 with mailing address "84-825H Hanalei Street" consists of a separate single-story wood-frame structure, without basement, containing 2 bedrooms, 1 bath, living room, kitchen and den -- all containing a net interior living area of approximately 884 square feet. Said apartment also contains covered porch of approximately 34 square feet and unattached carport of approximately 190 square feet.
- (m) Apartment No. 13 with mailing address "84-825E Hanalei Street" consists of a separate single-story wood-frame structure, without basement, containing 3 bedrooms, 1 bath, living room/dining room and kitchen -- all containing a net interior living area of approximately 1,008 square feet. Said apartment also contains covered porch of approximately 40 square feet and parking stall of approximately 205 square feet.
- (n) Apartment No. 14 with mailing address "84-825F Hanalei Street" consists of a separate single-story wood-frame structure, without basement, containing 3 bedrooms, 1 bath, living room/dining room, kitchen and covered patio -- all containing a net interior living area of approximately 1,040 square feet. Said apartment also contains unattached parking area of approximately 205 square feet and outdoor patio of approximately 140 square feet.
- (o) Apartment No. 15 with mailing address "84-825C Hanalei Street" consists of a separate single-story wood-frame structure, without basement, containing 3 bedrooms, 1 bath, living room/dining room and kitchen -- all containing a net interior living area of approximately 1,008 square feet. Said apartment also contains covered porch of approximately 40 square feet and parking stall of approximately 205 square feet.
- (p) Apartment No. 16 with mailing address "84-825D Hanalei Street" consists of a separate single-story wood-frame structure, without basement, containing 3 bedrooms, 2 baths, living room and kitchen/dining room -- all containing a net interior living area of approximately 928 square feet. Said apartment also contains unattached parking area of approximately 205 square feet.
- (q) Apartment No. 17 with mailing address "84-825A1 Hanalei Street" consists of a duplex single-story wood-frame structure, without basement, containing 3 bedrooms, 1 bath, living room/dining room and kitchen -- all containing a net interior living area of approximately 748 square feet. Said apartment also contains two (2) car stalls of approximately 470 square feet.
- (r) Apartment No. 18 with mailing address "84-825B1 Hanalei Street" consists of a duplex single-story wood-frame structure, without basement, containing 3 bedrooms, 1 bath, living room/dining room and kitchen -- all containing a net interior living area of approximately 748 square feet. Said apartment also contains two (2) car stalls of approximately 470 square feet.

- (s) Apartment No. 19 with mailing address "84-825A2 Hanalei Street" consists of a separate single-story wood-frame structure, without basement, containing 3 bedrooms, 1 bath, living room/dining room and kitchen — all containing a net interior living area of approximately 748 square feet. Said apartment also contains two (2) car stalls of approximately 470 square feet.
  
- (t) Apartment No. 20 with mailing address "84-825B2 Hanalei Street" consists of a duplex single-story wood-frame structure, without basement, containing 3 bedrooms, 1 bath, living room/dining room and kitchen — all containing a net interior living area of approximately 748 square feet. Said apartment also contains two (2) car stalls of approximately 470 square feet.

---End of Exhibit "B"---

EXHIBIT "C"

ENCUMBRANCES AGAINST TITLE

An encumbrance is a claim against or liability on the property. The following list describes the encumbrances against the title contained in the Title Report dated May 20, 1991, issued by T. I. of Hawaii, Inc.:

- (a) For Real Property Taxes that may be due and owing, reference is made to the Office of the tax Assessor, Third Division, State of Hawaii.
- (b) Reservation in favor of the State of Hawaii of all mineral and metallic mines.
- (c) The covenants set forth in Deed dated April 13, 1948, filed as Land Court Document No. 100775.
- (d) Reserving unto Waianae Development Company, Limited, all water rights as reserved in Deed dated November 21, 1947, filed as Land Court Document No. 97069.
- (e) Grant dated April 20, 1956, filed as Land Court Document No. 188087, in favor of the Hawaiian Electric Company, Limited and Hawaiian Telephone Company, Granting an easement for utility purposes.
- (f) Designation of Easement 315 for sanitary sewer purpose over and across Lot 473, as shown on Map 228, as set forth by Land Court Order No. 99538, filed on September 26, 1990.
- (g) Mortgage in favor of Pioneer Federal Savings and Loan Association of Hawaii (now known as Pioneer Federal Savings Bank) dated September 10, 1975, filed as Land Court Document No. 734552.
- (h) Declaration of Horizontal Property Regime, as amended, By-Laws of the Association of Apartment Owners, and Condominium Map, as amended, all filed in Land Court with reference made to Page 7 of this public report.
- (i) Designation of Easement 314 for sanitary sewer purpose over and across Lot 399 and 400, as shown on Map 227, as set forth by Land Court Order No. 99537, filed on September 26, 1990.
- (j) Grant dated June 27, 1990, filed as Land Court Document No. 1767261, in favor of the City and County of Honolulu, Granting easements 314 and 315 for sanitary sewer purposes.

\*\*\*\*

EXHIBIT 'D'

SUMMARY OF SALES CONTRACT  
AND ESCROW AGREEMENT

**SALES CONTRACT:** Developers are using the Revised Sales Contract (DROA) form filed with the commission as the intended sales contract for the Project. Reference is hereby made thereto.

**ESCROW AGREEMENT:** The Escrow Agreement dated March 19, 1991, identifies Bank of Hawaii as Escrow for the Project. The Escrow Agreement established 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 Buyer shall be entitled to a refund of his funds, and Escrow shall pay said funds to said Buyer, without interest and less cancellation fee and costs, if Buyer shall in writing request refund of his funds and said Buyer. Said cancellation fee shall be in the minimum amount of \$50.00, but in no event shall exceed \$300.00, the exact amount to be commensurate with the amount of work completed at the time of cancellation.

Upon examination, both the Revised DROA and Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended. It is incumbent upon the Buyer and prospective Buyer that he reads with care the DROA and Escrow Agreement.

\*\*\*\*\*

**EXHIBIT "E"**

**COMMON ELEMENTS**

**One freehold estate is hereby designated of all the remaining portions of the Project, herein referred to as "common elements", including specifically, but not limited to:**

- (a) The land in fee simple;**
- (b) The common driveway, as shown on the Condominium Map;**
- (c) All ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, water, sewage, irrigation and telephone;**
- (d) Any and all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the Project.**

**The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof, except as provided in the Horizontal Property Act. Any such partition or division shall be subject to the prior consent thereto by the holder(s) of all mortgage(s) of any apartment which are filed of record.**

**\*\*\*\*\***

DEPARTMENT OF LAND UTILIZATION  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET  
HONOLULU, HAWAII 96813 • (808) 523-4432



FRANK J. EASI  
MAYOR

JOHN P. WHALEN  
DIRECTOR

BENJAMIN B. LEE  
DEPUTY DIRECTOR

89/EU-6(BN)

October 13, 1989

Mr. Bruce G. Jackson  
Suite 1132, Pacific Tower  
1001 Bishop Street  
Honolulu, Hawaii 96813

Dear Mr. Jackson:

Subject: Section 3.130 Existing Use (LUO)  
Project Name: Nalu Nani Court  
Location: 84-850 Farrington Highway  
84-825 Hanalei Street  
Tax Map Key: 8-4-16: 2, 3 & 24  
Owners: Donald C. & Jeanette C. Smith

The application for the subject development is approved as an Existing Use under Section 3.130 of the Land Use Ordinance in accordance with the application plans DLU date stamped August 7, 1989, subject to the following conditions:

1. Approval is only for alterations, additions, repairs and reconstruction of the existing dwelling units and accessory uses. All proposed improvements shall be subject to compliance with the Land Use Ordinance such as yards, heights, parking and lot coverage, Subdivision Rules and Regulations, Building Code, and other regulations. Reconstruction shall be compatible in design with the existing and surrounding structures and in the same general location and size. Final plans shall be approved by the Department of Land Utilization prior to issuance of building permits;
2. The number of dwelling units (20) on the subject property shall not be increased; and
3. The private access driveway extending from Farrington Highway to Hanalei Street shall be replaced with an all weather surface to a minimum width of 18', if any of the 20 dwelling units are reconstructed or replaced to allow for adequate fire truck access and two-way vehicular traffic.
4. All existing trees over 6" in diameter within the front yards along Farrington Highway, Hanalei Street and the private driveway shall not be removed without the approval of the Department of Land Utilization.

10/14/89  
BGE

EXHIBIT "F"

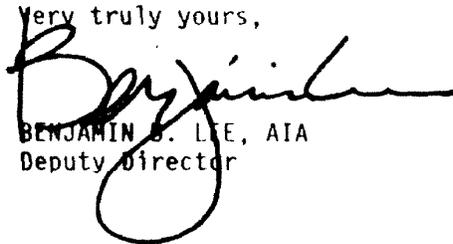
Mr. Bruce G. Jackson

Page 2

5. This Existing Use approval does not certify that the existing structures and improvements comply with the requirements of the zoning code or other regulations. They are subject to separate review and approval.
6. This approval supercedes the approved Site Development plan (78/SD-21) for development of Parcel 24 of Tax Map Key 8-4-16.

Should you have any questions, please contact Mr. Bruce Nagao of our staff at 527-5354.

Very truly yours,



BENJAMIN S. LEE, AIA  
Deputy Director

BBL:ra  
0024M

cc: Building Dept.

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY PICKUP (X) TO:  
City and County of Honolulu  
Division of Land Survey & Acquisition  
Phone No. 527-5086

GRANT OF SEWER EASEMENT

GRANTOR: DONALD CHARLES SMITH and  
JEANETTE CAMARA SMITH,  
husband and wife

GRANTEE: CITY AND COUNTY OF HONOLULU

PROPERTY: LOT 473, Map 9, Land Court Application 1052  
(Parcel 17, Makaha Sewers, Sec. 3, ID#265)

LOT 399, Map 8, Land Court Application 1051  
(Parcel 18, Makaha Sewers, Sec. 3, ID#265)

LOT 400, Map 8, Land Court Application 1052  
(Parcel 19, Makaha Sewers, Sec. 3, ID#265)

DOCUMENT NOS. 262025 & 203815

TCT NOS. 81,084 & 68,702

ORIGINAL

EXHIBIT "G"

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 37<sup>th</sup> day of June, 1966, by and between **DONALD CHARLES SMITH and JEANETTE CAMARA SMITH, husband and wife, as Tenants by the Entirety**, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantor", and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

**WITNESSETH:**

That the Grantor, in consideration of the sum of **THREE THOUSAND FIFTY AND NO/100 DOLLARS (\$3,050.00)**, to them paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, an easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline(s) with manholes and other appurtenant equipment, as part of a sewer system, through, under and across the hereinafter described parcels of land, hereinafter referred to as the "easement area";

TOGETHER with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the said easement area, such sewer pipeline(s), manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said sewer system.

The parties hereto do further mutually covenant and agree as follows:

That the Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than walls, fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Public Works and unless the same shall not interfere with the Grantee's use of the easement area for construction, reconstruction, maintenance, operation, repair and removal of, or access to said sewer system and easement area; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and similar plants within said easement area, or from laying, maintaining, operating, repairing or removing their own water or sewer pipelines, conduits or drains below the surface of the said easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

That in the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation, within the easement area in existence at the time of this indenture, in order to construct, reconstruct, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, the Grantee shall be liable for the replacement or restoration of the same destroyed, removed or altered provided, however, that such replacement or restoration work shall be limited to such replacement or restoration to the condition of the same existing immediately prior to the destruction, removal or alteration thereof, to the extent that the same is reasonably possible.

That, except as otherwise herein provided, the Grantee shall not be liable or responsible for any damage to any building, structure, or building foundation of any kind, placed or erected or used within the easement area contrary to the terms hereof, caused by or resulting from the exercise by the Grantee of the rights herein granted.

That after the completion of any construction, reconstruction, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of

the ground within the easement area to its original condition to the extent that such restoration is reasonably possible;

That, except as otherwise herein provided, the Grantee shall indemnify and save harmless the Grantor against loss or damage to the property of the Grantor or to the property of others situated outside of the easement area, and from liability for injury to or death of persons in the manner provided by law when such loss, damage, injury or death arises or proximately results from the negligence of the Grantee, its officers, agents or servants;

That the Grantor does hereby for themselves, their assigns and the survivor of them and his or her heirs, devisees, personal representatives and assigns covenant and agree with the Grantee, its successors or permitted assigns, that they are seised in fee simple of the herein described easement area; that the same is free and clear of and from all encumbrances, except as hereinafter provided, that they have good right to sell and convey said easement through the within described real property unto the Grantee, and that they will and their assigns and the survivor of them and his or her heirs, devisees, personal representatives and assigns shall WARRANT AND DEFEND the same unto the Grantee, its successors or permitted assigns, forever, against the lawful claims and demands of all persons;

That the Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor.

That any sewer pipeline(s), manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

That when more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

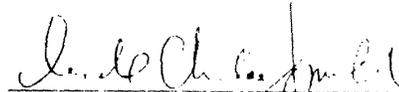
That the term "Grantor" wherever used herein shall be held to mean and include the Grantor, their assigns and the survivor of them and his or her heirs, devisees, personal representatives and assigns and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns

and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective heirs, devisees, personal representatives, successors and assigns.

That the parcels of land herein referred to as the "easement area" are more particularly described in Exhibit "A" attached hereto and made a part hereof.

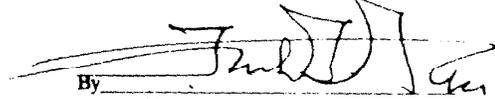
TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever, for the uses and purposes aforesaid.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

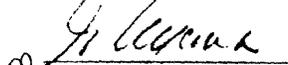
  
DONALD CHARLES SMITH

  
JEANETTE CAMARA SMITH

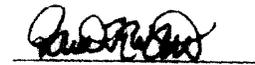
CITY AND COUNTY OF HONOLULU

  
By FRANK F. FASI, Mayor

APPROVED AS TO CONTENTS

  
Division of Wastewater  
Management, DPW

APPROVED AS TO FORM AND  
LEGALITY

  
Deputy Corporation Counsel

APPROVED AND ACCEPTED BY THE CITY  
COUNCIL ON APR 1 1982  
EFFECTIVE AS OF THE DATE OF RECORD-  
ATION IN THE BUREAU OF CONVEYANCES.

  
CITY CLERK

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On this 27<sup>th</sup> day of June, 1970, before me personally appeared DONALD CHARLES SMITH and JEANETTE CAMARA SMITH to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Mary E. Peterson  
Notary Public, State of Hawaii

My commission expires: 4-13-73

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

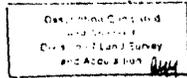
On this 9<sup>th</sup> day of August, 1970, before me appeared FRANK F. FASI, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said FRANK F. FASI acknowledged the instrument to be the free act and deed of said municipal corporation.

Mary E. Peterson  
Notary Public, State of Hawaii

My commission expires: 4-13-73

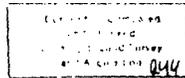
EXHIBIT "A"

PARCEL 17 - of MAKAHA SEWERS, SECTION 3, IMPROVEMENT DISTRICT NO. 265: Being Easement \_\_\_\_\_, area 309 square feet, as shown on Map \_\_\_\_\_, for sanitary sewer purposes, over and across Lot 473, as shown on Map 9, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1052 of Waianae Company and being a portion of the land described in Transfer Certificate of Title No. 81,084 issued to DONALD CHARLES SMITH and JEANETTE CAMARA SMITH.



Situate at Makaha, Waianae, Oahu, Hawaii.

PARCELS 18 AND 19 - of MAKAHA SEWERS, SECTION 3, IMPROVEMENT DISTRICT NO. 265: Being Easement \_\_\_\_\_, area 2,691 square feet, as shown on Map \_\_\_\_\_, for sanitary sewer purposes, over and across Lots 399 and 400, as shown on Map 8, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1052 of Waianae Company and being a portion of the land described in Transfer Certificate of Title No. 68,702 issued to DONALD CHARLES SMITH and JEANETTE CAMARA SMITH.



Situate at Makaha, Waianae, Oahu, Hawaii.

SUBJECT, HOWEVER, to the following:

1. Grant of easement in favor of Hawaiian Electric Company, Inc. and GTE Hawaiian Telephone Company, Incorporated, for power line purposes, dated April 20, 1956 and filed as Land Court Document No. 188087. Said grant was assigned to Hawaiian Trust Company, Limited, Trustee, as security to Trust Mortgages 45945 and 56356 by Land Court Document Nos. 188088 and 188089, respectively;
2. Declaration of Horizontal Property Regime of Nalu Nani Court on Condominium Map No. 643 filed as Document No. 1499596; By-Laws of the Association filed as Document No. 1499597 and First Amendment of Declaration of Horizontal Property Regime filed as Document No. 1523934.

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On this 28TH day of JUNE, 19 90, before me appeared  
HARRY Y. MIMAKI, to me personally known, who, being by me duly sworn,  
did say that he is the VICE-PRESIDENT of PIONEER FEDERAL  
SAVINGS BANK, and that the seal affixed to said instrument is the corporate seal of said  
corporation, and that the instrument was signed and sealed in behalf of said corporation  
by authority of its Board of Directors, and said HARRY Y. MIMAKI  
acknowledged the instrument to be the free act and deed of said corporation

(Signature)  
Notary Public, State of Hawaii

My commission expires:

DEPARTMENT OF GENERAL PLANNING  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET  
HONOLULU, HAWAII 96813



FRANK F. FASI  
MAYOR

DONALD A. CLEGG  
CHIEF PLANNING OFFICER

GENE CONNELL  
DEPUTY CHIEF PLANNING OFFICER

RH/DGP 87/W-1005(1)  
87/W-1006(1)

August 14, 1987

*THK  
8-4-16-2,3,24*

Dear Sir:

Development Plan Public Facilities Map Amendments for  
Waianae--Makaha Sewers, Section 3, Improvement District,  
87/W-1005(IC) and Nanakuli Sewers, Section 3,  
Improvement District, 87/W-1006(IC)

This is to notify you that the Department of General Planning (DGP) will be processing two amendments to the Development Plan Public Facilities Map for Waianae.

Attached are the summary descriptions and location maps. If you wish to comment on these projects, please reference the project number in your response. Comments should be submitted to DGP by September 14, 1987.

Additional information is available for inspection at this Department's office. Please call Randy Hara at 523-4483 if you have any questions regarding these proposals.

Sincerely,

*Donald A. Clegg*

DONALD A. CLEGG  
Chief Planning Officer

*Jay Hara  
523-4153*

Attachments

*Spoke  
w/*

*8/20/97*

*Joe Lee  
523-4963*

EXHIBIT "H"

DGP Ref. No.: 87/W-1005(IC)

NB Area: No. 24, Waianae Coast

TMK: 8-4-14, 15, 16, 17, 24 & 25

DEVELOPMENT PLAN PUBLIC FACILITY AMENDMENT  
INDEPENDENT CONSIDERATION

Project Title: Makaha Sewers, Section 3, Improvement District

Description of Project: A sewer district, approximately 63 acres in size, consisting of acquisition of easements and construction of wastewater collection system.

Project Location: Makaha; bounded by Farrington Highway, Water Street, an imaginary line extending from Lahaina Street and Jade Street. (See DP Public Facilities Map.)

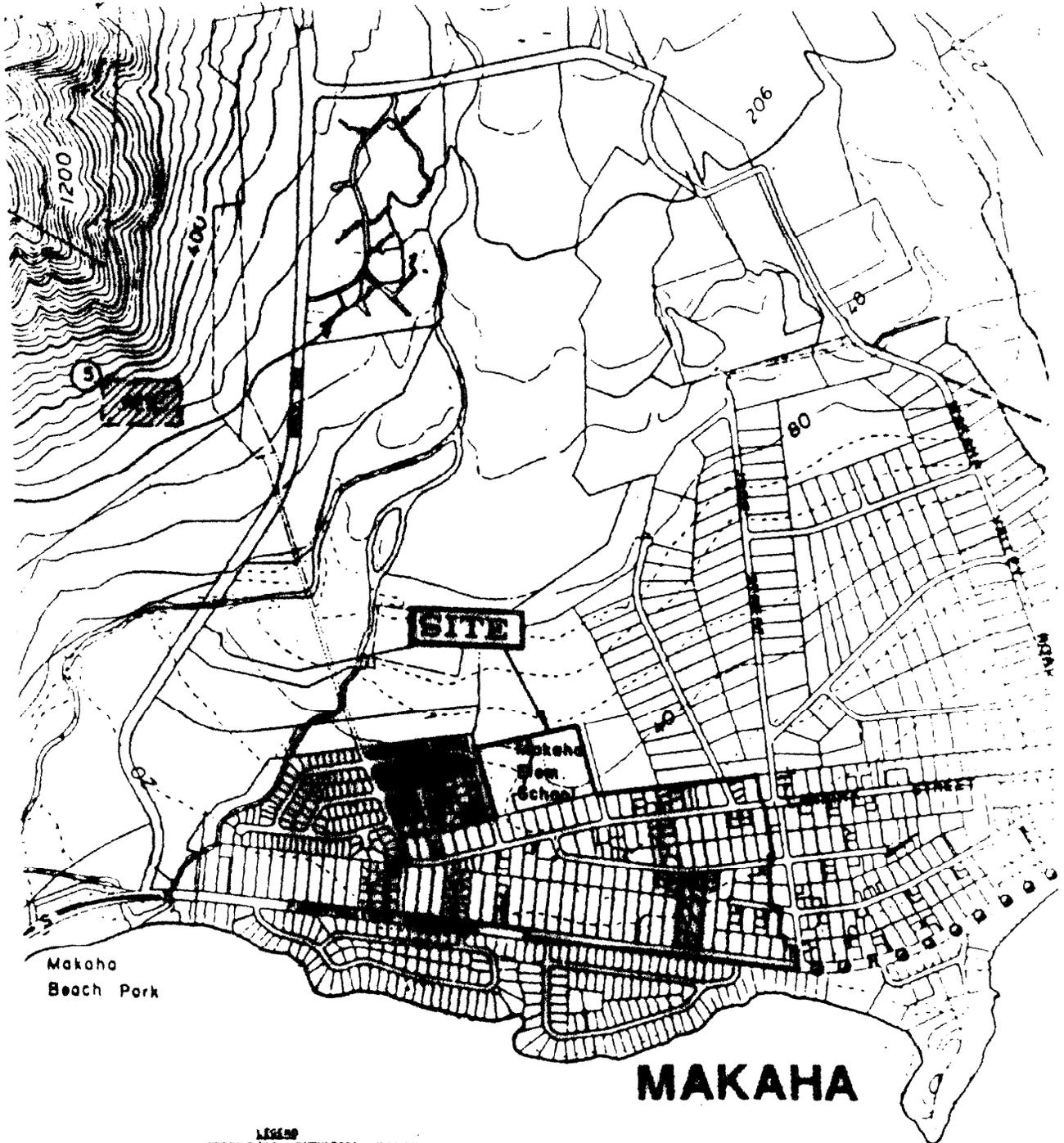
Requested Amendment: Add: Sewer Improvement District, site determined, within six years

Current Public Facilities Map Designation: None

Current DP Land Use Map Designation: Roadway, Residential and Public and Quasi-Public

Basis for Amendment: Sewer improvement district needed to eliminate 300 cesspools and future health hazards.

Requested By: Department of Public Works (DPW)



Makaha  
Beach Park

# MAKAHA

**Legend**

MAKANA HIGHWAY	.....	.....	.....
MAKANA ROAD	.....	.....	.....
MAKANA DRIVE	.....	.....	.....
<b>Public Facilities</b>			
Elementary School	.....	.....	.....
High School	.....	.....	.....
Community Center	.....	.....	.....
Public Library	.....	.....	.....
Public Office	.....	.....	.....
Public Building	.....	.....	.....
Public Utility	.....	.....	.....

## DEVELOPMENT PLAN PUBLIC FACILITIES MAP

