



**REAL ESTATE COMMISSION**  
 STATE OF HAWAII  
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION  
 1010 Richards Street - P. O. Box 3469  
 Honolulu, Hawaii 96801

**CONDOMINIUM PUBLIC REPORT**

on

47-500 / 47-500A WAIPAIPAI  
 47-500 / 47-500A Waipaipai  
 Kahaluu, Hawaii (Oahu)

Registration No. 2232 (Conversion)

Issued: July 13, 1990  
 Expires: August 13, 1991

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of April 15, 1990, 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:** 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.  
*(yellow)*
- FINAL:** The developer has legally created a condominium and has filed complete information with the Commission.  
*(white)*
- No prior reports have been issued  
 Supersedes all prior public reports  
 Must be read together with \_\_\_\_\_
- 
- SUPPLEMENTARY:** Updates information contained in the  
*(pink)*
- Prelim. Public Report dated \_\_\_\_\_  
 Final Public Report dated \_\_\_\_\_  
 Supp. Public Report dated \_\_\_\_\_
- And  Supersedes all prior public reports  
 Must be read together with \_\_\_\_\_
- This report reactivates the \_\_\_\_\_  
 public report(s) which expired on \_\_\_\_\_

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required       Not Required - disclosures covered in this report.



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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

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
47-500	1	3/2½	2,160	n/a
47-500A	1	4/4	2,306	n/a
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 2

*\*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:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>4</u>
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: _____	_____
<b>Total Parking Stalls</b>	<b><u>4</u></b>

7. Recreational amenities: NONE

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: D'S PLUMBING, INC.  
**Name**  
244 Kalihi Street  
**Business Address**  
Honolulu, Hawaii 96819

Phone: 841-3504  
**(Business)**

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

Frank C. Duarte -- President/Treasurer  
Cynthia L. Duarte -- Secretary  
   
 

Real Estate Sales Agent: DOLMAN & ASSOCIATES, INC.  
**Name**  
210 Ward Avenue, Suite 100  
**Business Address**  
Honolulu, Hawaii 96814

Phone: 522-7100  
**(Business)**

Escrow: TITLE GUARANTY ESCROW SERVICES, INC.  
**Name**  
235 Queen Street, 1st Floor  
**Business Address**  
Honolulu, Hawaii 96813

Phone: 521-0211  
**(Business)**

Managing Agent: Project is to be self-managed  
**Name**  
   
**Business Address**  
 

Phone:    
**(Business)**

Attorney for Developer: ROGER V. MEEKER  
**Name**  
1188 Bishop Street, Suite 2503  
**Business Address**  
Honolulu, Hawaii 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 1712599

Amendment date(s) and recording/filing information:

- 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. 769

Amendment date(s) and recording/filing information:

- 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 1712600

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:

NONE



**B. Underlying Land:**

Address: 47-500 and 47-500A Waipaipai Tax Map Key: 4-7-68:20 (1st)  
Kahaluu (Oahu), Hawaii (TMK)

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

Land Area: 13,465  square feet  acre(s) Zoning: R-5

Fee Owner: D'S PLUMBING, INC.  
Name  
244 Kalihi Street  
Address  
Honolulu, Hawaii 96819

Sublessor:  
Name  
Address

**C Buildings and Other Improvements:**

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

2. Buildings: 2 Floors Per Building 2

Exhibit A contains further explanations.

3. Principal Construction Material:

Concrete  Hollow Tile  Wood  
 Other \_\_\_\_\_

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Industrial	_____
<input checked="" type="checkbox"/> Residential	<u>2</u>	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input type="checkbox"/> Other:	_____		_____

5. Special 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: \_\_\_\_\_

[x] Other: The units are restricted to residential use only

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 2

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>47-500</u>	<u>1</u>	<u>3/2½</u>	<u>2,160</u>	<u>n/a</u>
<u>47-500A</u>	<u>1</u>	<u>4/4</u>	<u>2,306</u>	<u>n/a</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

As noted in Section XVI of the Declaration, individual unit owners may, at their sole discretion and at their own expense, remodel, expand or otherwise alter their unit, provided said alterations are done in complete accordance with all applicable ordinances, codes, rules, regulations and other requirements in force at the time of said construction. All alterations shall be completed expeditiously and in the manner set forth in said Section XVI.

Permitted Alterations to Apartments;

7. Parking Stalls:

Total Parking Stalls: 4

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)	<u>4</u>						<u>4</u>
Guest							
Unassigned							
Extra Available for Purchase							
Other:							
Total Covered & Open	<u>4</u>						

Each apartment will have the exclusive use of at least 2 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

Other: \_\_\_\_\_  
\_\_\_\_\_

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 individual condominium units appear to be sound and in satisfactory 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 and enjoyment of the condominium unit(s). See Exhibit "G" attached hereto.

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, regulations or other requirements in force at the time of their construction. No variance has been granted from any ordinance, code, rule, regulation or other requirement in force at the time of their construction 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.

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     B     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     C    

as follows:

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 unit and its owner(s) shall have appurtenant thereto a one-half (1/2) fractional interest (50.0 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     D     describes the encumbrances against the title contained in the title report dated     April 12, 1990     and issued by     Title Guaranty 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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Mortgage	Buyer's deposit will be returned if default and foreclosure occur before conveyance. Title to individual units will be free and clear at the time of conveyance to Buyer.

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.

[ ] the Developer or the Developer's affiliate.

[ x ] 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     G     contains a schedule of maintenance fees and maintenance fee disbursements.

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 type="checkbox"/> Water & Sewer    |
| <input type="checkbox"/> Other _____               |   |
| <input checked="" 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

J. **Status of Construction and Estimated Completion Date:**

The Project is a conversion of existing dwellings.

K. **Project Phases:**

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

Summary of Developer's Present Plans for Future Development:

L. **Sales Documents Filed With the Real Estate Commission:**

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

Notice to Owner Occupants

Specimen Sales Contract -- standard DROA contract is being used

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

Escrow Agreement dated     February 15, 1990    

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

Other \_\_\_\_\_

**IV. ADDITIONAL INFORMATION NOT COVERED ABOVE**

NONE

**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 \$250.00.

**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.
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 \_\_\_\_\_

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. 2232 filed with the Real Estate Commission on  
April 12, 1990

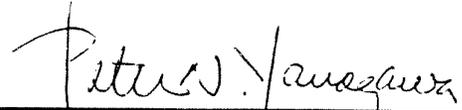
Reproduction of Report. When reproduced, this report must be on:

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pink paper stock

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

## INDIVIDUAL UNIT DESCRIPTIONS

The Declaration of Condominium Property Regime and plans submitted by the Developer indicate that 47-500/47-500A WAIPAIPAI is a fee simple condominium conversion project consisting of a total of two condominium units, each unit comprising a separate single-family dwelling structure. The units are described as follows:

- (a) "47-500 Waipaipai" consists of the following: (1) a separate two-story wood-frame structure, without basement, containing three bedrooms, two and one-half baths, living room, den, dining room and kitchen -- all containing a net interior living area of approximately 2,160 square feet; (2) an attached two-car garage with laundry area; and (3) any and all other future improvements which may be constructed on the land area appurtenant to said unit by the owner thereof.
  
- (b) "47-500A Waipaipai" consists of the following: (1) a separate two-story wood-frame structure, without basement, containing four bedrooms, four baths, living room, family room, dining room and kitchen -- all containing a net interior living area of approximately 2,306 square feet; (2) a detached carport structure of approximately 480 square feet; and (3) any and all other future improvements which may be constructed on the land area appurtenant to said unit by the owner thereof.

### COMMON ELEMENTS

One freehold estate is 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) All ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, sewage, irrigation and telephone;
- (c) 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 Condominium 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 condominium unit(s) which are filed of record.

### LIMITED COMMON ELEMENTS

Certain parts of the common elements, herein referred to as the "limited common elements", are designated and set aside for the exclusive use of one or more units, and such unit(s) 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) That certain land area upon and around which 47-500 Waipaipai is located, shown and designated on the Condominium Map and being approximately 3,879 square feet in area, is deemed a limited common element appurtenant to and for the exclusive use of 47-500 Waipaipai."
- (b) That certain land area upon and around which 47-500A Waipaipai is located, shown and designated on the Condominium Map and being approximately 9,586 square feet in area, is deemed a limited common element appurtenant to and for the exclusive use of 47-500A Waipaipai."

All costs of every kind pertaining to the aforesaid limited common elements, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne solely by the owner of the unit to which said limited common elements are appurtenant.

NOTE: The land area appurtenant to each unit does not represent a legally subdivided lot.

## SUMMARY OF SALES CONTRACT AND ESCROW ARRANGEMENTS

**SALES CONTRACT:** Developer is using the standard Hawaii Board of Realtors' Deposit Receipt, Offer and Acceptance (DROA) form as the intended sales contract for the Project. Reference is hereby made thereto.

**ESCROW ARRANGEMENTS:** The Escrow Agreement, dated February 15, 1990, identifies Title Guaranty Escrow Services, Inc. as Escrow for the Project. The Escrow Agreement establishes how proceeds from the sale of condominium units 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 Purchaser, without interest and less cancellation fee and costs, if Purchaser shall in writing request refund of his funds and Escrow receives a written request from Developer to return to Purchaser the funds of such Purchaser. Said cancellation fee shall be in the minimum of \$25.00, but in no event shall exceed the agreed-upon escrow fee provided for in said Escrow Agreement, the exact amount to be commensurate with the amount of work completed at the time of cancellation.

Reviewed by: \_\_\_\_\_  
 (Principal Broker, Broker in Charge, Authorized Signature)

Reference Date: \_\_\_\_\_

**DEPOSIT RECEIPT**

Received from \_\_\_\_\_ herein called Buyer the sum of \$ \_\_\_\_\_  
 in the form of \_\_\_\_\_ as an initial deposit on account of this offer. Receipt is acknowledged by (Broker)  
 \_\_\_\_\_ Broker's firm and address \_\_\_\_\_  
 \_\_\_\_\_ PHONES (Home) \_\_\_\_\_ (Bus) \_\_\_\_\_

**OFFER**

- 1 **PURCHASE PRICE:** \_\_\_\_\_
- 2 **PROPERTY DESCRIPTION:** Tax Map Key Division \_\_\_\_\_ / Zone \_\_\_\_\_ / Sec \_\_\_\_\_ / Plat \_\_\_\_\_ / Parcel \_\_\_\_\_ / HPR \_\_\_\_\_  
 (a) Realty: All of that (leasehold) (fee simple) property situated at \_\_\_\_\_  
 \_\_\_\_\_ Hawaii, described as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 (b) **Seller's Real Property Disclosure Statement** dated \_\_\_\_\_ (has) (has not) been reviewed and accepted by Buyer.  
 (c) **Sale includes:** All built-in furniture, attached fixtures, built-in appliances, water heater, electrical and/or gas and plumbing fixtures, attached carpeting, existing drapes, and the following items if checked: Chandelier ( ) ; Range ( ) ; Refrigerator ( ) ; Disposal ( ) ; Dishwasher ( ) ; Compactor ( ) ; Washer ( ) ; Dryer ( ) ; Air Conditioner ( ) ; TV Antenna ( ) ; TV Cable ( ) ; and \_\_\_\_\_  
 \_\_\_\_\_  
 (furnishings and pool equipment per attached inventory, if any). Specifically excluded: \_\_\_\_\_  
 (d) **Title:** Seller agrees to convey the property with warranties vesting marketable title in Buyer, free and clear of all liens and encumbrances except \_\_\_\_\_  
 and any other covenants, easements, reservations or restrictions now of record which do not materially affect the value of the property.  
 (e) **Assessments:** \_\_\_\_\_ shall be (paid by Seller at closing) (assumed by Buyer).
- 3 **FINANCING:** Buyer agrees to pay said purchase price as follows:  
**ADDITIONAL DEPOSIT: \$** \_\_\_\_\_ **in cash to be made on or before** \_\_\_\_\_  
 \$ \_\_\_\_\_ in cash at closing including all deposits herein.  
 \$ \_\_\_\_\_ by way of \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_ Total Purchase Price (see paragraph #1 above)
- 4 **CLOSING:** Closing will be on or before \_\_\_\_\_, 19\_\_\_\_\_. Escrowed by \_\_\_\_\_
- 5 **OCCUPANCY:** Seller agrees to give Buyer occupancy at closing or on \_\_\_\_\_, 19\_\_\_\_\_.  
 \_\_\_\_\_
- 6 **PRORATIONS:** Property taxes, lease rents, interest on assumed obligations, mortgage insurance premiums, other insurance premiums, maintenance fees, tenants' rents, if applicable, and \_\_\_\_\_ shall be prorated as of the date of closing or \_\_\_\_\_, 19\_\_\_\_\_. Tenants' security deposit, if any, shall be charged to Seller and credited to Buyer at closing.
- 7 **TENANCY:** Title shall vest in Buyer(s) as follows: \_\_\_\_\_  
 \_\_\_\_\_ print full legal names and marital status (no initials)  
 \_\_\_\_\_ Tenancy: \_\_\_\_\_
- 8 **SPECIAL TERMS:** (Please number) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 9 **AGENCY DISCLOSURE:** By placing their initials here, Buyer: ( ) and Seller: ( ) acknowledge that \_\_\_\_\_ and all its salespeople represent the \_\_\_\_\_ and that oral or written disclosure was provided before the signing of this offer
- 10 **AGREEMENT TO BUY:** Buyer agrees to buy the property on the terms and conditions contained herein including **The Standard Terms On The Reverse Side**, acknowledges receipt of a copy hereof, and agrees that this offer shall be binding if accepted by Seller before \_\_\_\_\_ AM/PM, 19\_\_\_\_\_. Offer Date \_\_\_\_\_, 19\_\_\_\_\_. AM/PM.  
 Buyer's address: \_\_\_\_\_ Buyer \_\_\_\_\_  
 \_\_\_\_\_ signature  
 SS# \_\_\_\_\_  
 Phones: (Home) \_\_\_\_\_ (Bus.) \_\_\_\_\_ Buyer \_\_\_\_\_  
 \_\_\_\_\_ signature  
 SS# \_\_\_\_\_

**ACCEPTANCE**

- 11 **AGREEMENT TO SELL:** Seller agrees to sell the property at the price and terms offered above, including **The Standard Terms On The Reverse Side**, and acknowledges that he has been given a copy of this offer.
  - 12 **SELLER'S AGREEMENT TO PAY COMMISSION:** I agree to pay to \_\_\_\_\_ a commission for the above sale of \_\_\_\_\_ in U.S. dollars. I hereby instruct escrow to pay your commission directly to you at closing. I agree that I cannot change these instructions without your written consent. Unless otherwise agreed upon, I give you permission to share this commission as you see fit with the real estate company named here in the **DEPOSIT RECEIPT** section of this agreement. In the event of Buyer's default, if I retain the deposit(s), I agree to pay you one half of the amount I retain, but you shall not be paid more than what would have been your full commission.  
 Date \_\_\_\_\_, 19\_\_\_\_\_. AM/PM.
- Seller's Name \_\_\_\_\_ Signature \_\_\_\_\_  
 Seller's Tax Identification # to be reported to IRS \_\_\_\_\_  
 Seller's Name \_\_\_\_\_ Signature \_\_\_\_\_  
 Seller's Tax Identification # to be reported to IRS \_\_\_\_\_ Owner occupant ( ) Other ( )  
 Seller's Address \_\_\_\_\_ Phones: (Home) \_\_\_\_\_ (Bus.) \_\_\_\_\_  
 Seller's Address \_\_\_\_\_
- ACKNOWLEDGEMENT OF ACCEPTANCE:** The undersigned acknowledges that he has been given a copy of the acceptance of this offer.  
 Date \_\_\_\_\_, 19\_\_\_\_\_. AM/PM. Signature \_\_\_\_\_

**STANDARD TERMS**

**A. CONTRACT:**

This is more than a receipt for money. It is a legally binding contract. Read it carefully.

**B. EVIDENCE OF TITLE:**

Seller shall furnish Buyer evidence of title from a licensed abstractor showing Seller's marketable title to the interest which is to be conveyed to Buyer. If Seller fails to deliver title as herein provided, Buyer at his option may terminate this agreement and any deposits shall be returned to Buyer. The foregoing shall not exclude any other remedies available to Buyer.

**C. STAKING:**

Seller shall order and pay for the cost of staking by a licensed title agent if staking is not used. If Buyer wishes to explore the accuracy of staking, he may order a survey prior to closing and Seller agrees to reimburse Buyer for the cost of the survey, provided Buyer has paid for the material of the survey to be used. This provision does not apply to a condominium or cooperative apartment.

**D. CUSTOMARY CLOSING COSTS (if except Where Not Applicable)**

The following customary closing costs are not automatic but may be applicable:

**Expenses to be paid by Buyer**

- Continuation of Title Evidence
- Title Insurance (less Seller's Cost of
- Certificate of Title Lien Letter)
- Drafting of Agreement of Sale
- Drafting of Mortgage and Note
- Drafting of Buyer's Consent
- Mortgage Assumption Fee
- Buyer's Notary Fee
- Buyer's Consent Fee
- All foregoing fees, except Buyer's Title
- Buyer's Title
- Recording Fee
- County Ownership Transfer Fee
- FHA Discounts When Applicable

**Expenses to be paid by Seller**

- Certificate of Title Lien Letter
- Drafting of Deed or Assignment
- of Title
- 2X or 4X FHA Discount Points When Applicable
- Drafting of Seller's Consents
- Drafting of Bill of Sale
- Seller's Notary Fee
- Seller's Consent Fee
- County Ownership
- Transfer Fee
- Seller's Staking
- Final Central Inspection Report
- Final Central Treatment

**E. PEST CONTROL:**

Seller shall deliver to Buyer through escrow a report by a licensed pest control company stating that there is no live visible wood destroying pest infestation in the improvements described herein. Seller shall pay for any live required pest extermination treatment if it is required in order to furnish the report.

**F. SELLER'S LIMITED WARRANTY:**

Seller warrants and Buyer will acknowledge in writing that all major appliances, plumbing and electrical and/or gas fixtures included in the sale will be in working order consistent with their age as of the date of closing and/or opening of title. No continuing warranty is expressed or implied.

**G. RISK OF LOSS AND INSURANCE:**

Risk of loss and responsibility for insurance covers is passed to Buyer upon transfer of title to Buyer whichever comes first.

**H. DEFAULT:**

It is expressly understood and agreed that in the event Buyer fails to pay the balance of the purchase price or complete the purchase as herein provided, Seller may take being an action for damages for breach of contract and retain the initial deposit and all additional deposits provided for herein as liquidated damages and Buyer shall be responsible for any cost incurred in connection with this contract. If, in the event Seller fails to perform his obligations as herein provided, Buyer not being in default, Buyer may at his option elect to require Seller for damages for breach of contract. It is his duty to maintain an action against Seller for specific performance of this contract. In the event Seller shall be responsible for any cost incurred in connection with this contract. The foregoing shall not exclude any other remedies available to either Seller or Buyer. In the event of default and/or a lawsuit arising out of this contract, the filing of a suit by a Seller's Broker for commission, the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees. All expenses incurred by escrow shall be deducted from deposited funds prior to any disbursement to the prevailing party.

**I. CLOSING:**

For the purpose of this contract, closing shall be the date upon which all appropriate documents are recorded. Buyer and Seller agree to execute appropriate or customary documents when requested to do so.

**J. CONSENT:**

The obligations of Buyer or Seller hereunder are conditioned upon obtaining those necessary consents of vendors, existing mortgagees, lessors and/or condominium, co-op or other such associations, Buyer or Seller agree to cooperate and take all reasonable action to obtain such consents.

**K. TIME IS OF THE ESSENCE:**

If either Buyer or Seller for reasons beyond his control cannot perform his obligation to purchase or sell the property by the closing date, then such party by giving escrow written notice prior to the closing date called for in this contract, with copies to all parties to this contract, can extend closing for no longer than 30 calendar days to allow performance. Thereafter time is of the essence and the default provisions of Paragraph H apply. Any further extension must then be agreed to in writing by both parties. There is no automatic right to extend. This provision relates only to the extension of the closing date.

**L. OBLIGATIONS:**

Seller's Broker shall not be held liable to either Buyer or Seller for the failure of either to perform their obligations pursuant to this contract.

**M. CONFLICT:**

Handwritten or typed provisions herein shall supersede any printed provisions in this contract if there is a conflict.

**N. PERMISSION:**

Seller's Broker has Buyer's and Seller's permission to supply data to Multiple Listing Service regarding the sales price and terms of this transaction for use by Seller's Brokers in making market studies, providing service to the public and advising their clients.

**O. COMPLETE AGREEMENT:**

This contract constitutes the entire agreement between Buyer and Seller and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreements both written and oral of Buyer and Seller. No variation or amendment of this contract shall be valid or enforceable without written approval by Buyer and Seller.

**IMPORTANT: PLEASE SEPARATE DROA COPIES BEFORE EXECUTING COOPERATING REALTOR'S SEPARATE AGREEMENT OR SIGNATURES WILL COPY THROUGH TO OTHER SIDE.**

**COOPERATING REALTOR'S SEPARATE AGREEMENT**

Seller's Broker agrees to pay to Cooperating Broker through escrow at closing the following amount: \_\_\_\_\_ in consideration of assistance given by Cooperating Broker. In the event Seller retains Buyer's deposit money as liquidated damages and Seller's Broker is paid a portion of the deposit as stated in paragraph 12 Seller's Broker will share 1/2 of the amount paid with Cooperating Broker.

Date \_\_\_\_\_ 19\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_

Seller's Broker \_\_\_\_\_ (name of Broker firm) Cooperating Broker \_\_\_\_\_ (name of Broker firm)

Office ID Number \_\_\_\_\_ Office ID Number \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

## ENCUMBRANCES AGAINST TITLE

An encumbrance is a claim against or a liability on the property. The following list describes the encumbrances against the title contained in that certain Status Title Report dated April 12, 1990, issued by Title Guaranty of Hawaii:

1. Covenants, conditions and restrictions set forth in that certain Declaration dated September 24, 1981, filed as Land Court Document No. 1088261.
2. Lack of a recorded easement over Lot 400 (being portion of Ahuimanu Road) to a public highway.
3. Restrictions, covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in that certain Declaration of Condominium Property Regime dated February 15, 1990, filed as Land Court Document No. 1712599, as hereafter amended (Project covered by Condominium Map No. 769).
4. By-Laws of the Association of Condominium Owners of the Condominium Project known as "47-500/47-500A WAIPAIPAI" dated February 15, 1990, filed as Land Court Document No. 1712600, as hereafter amended.
5. Real property taxes due and owing, if any. Reference is made to the Office of the Tax Assessor, City and County of Honolulu.

BUILDING DEPARTMENT  
**CITY AND COUNTY OF HONOLULU**

HONOLULU MUNICIPAL BUILDING  
650 SOUTH KING STREET  
HONOLULU, HAWAII 96813

FRANK F. FASI  
MAYOR



HERBERT K. MURAOKA  
DIRECTOR AND BUILDING SUPERINTENDENT

Ex90-18

February 7, 1990

Mr. Roger V. Meeker  
Century Square  
1188 Bishop Street, Suite 2503  
Honolulu, Hawaii 96813

Dear Mr. Meeker:

Subject: Condominium Conversion Project  
47-500 and 47-500A Waipaipai Street  
Tax Map Key: 4-7-068: 020

This is in response to your letter dated January 19, 1990 requesting that the two single-family dwellings located at 47-500 and 47-500A Waipaipai Street be inspected to confirm that both dwellings met applicable code requirements when they were built.

Investigation revealed that the two two-story dwellings with four off-street parking spaces met the applicable code requirements when they were constructed.

No variances or special permits were granted to allow deviations from any applicable codes.

If you have any questions regarding this matter, please contact Mr. Ivan Matsumoto at 527-6341.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Herbert K. Muraoka".

HERBERT K. MURAOKA  
Director and Building  
Superintendent

Subscribed and sworn to  
before me this 8th day of  
February, 1990.

A handwritten signature in cursive script, appearing to read "Eric K. Jule".

Notary Public, First Judicial Circuit  
State of Hawaii  
My commission expires: June 21, 1991

Exhibit "F"

**DISCLOSURE ABSTRACT**

**47-500/47-500A Waipaipai  
Condominium Project**

Pursuant to Section 514A-61, Hawaii Revised Statutes  
Condominium Property Act

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**Developer**

D's Plumbing, Inc.  
244 Kalihi Street  
Honolulu, Hawaii 96819  
Phone: 841-3504

**Project Manager**

Cynthia L. Duarte  
244 Kalihi Street  
Honolulu, Hawaii 96819  
Phone: 841-3504

**Estimated Maintenance Fees/Costs per Condominium Unit**

**MAINTENANCE FEES:** Since there are no common elements requiring regular maintenance or repair, Developers anticipate that it will not be necessary to assess monthly maintenance fees. The regular maintenance and repair of each condominium unit, including all utility charges, is the sole responsibility of each respective unit owner.

**INDIVIDUAL INSURANCE:** Section 514A-86, Hawaii Revised Statutes, requires that fire insurance be purchased to cover the improvements portion of the Project. Developer anticipates that the Association will elect to obtain separate policies for each individual apartment pursuant to Section XIV(c) of the Declaration. As such, the premiums on said policies will be the individual responsibility of each unit owner rather than common expenses of the Project.

**Use of Condominium Units**

Both units comprising the Project are for residential purposes only. There is no non-residential development in the Project.

**Warranties**

Purchasers should be aware that the "condominium units" of the Project are both existing single-family homes. Said homes have unavoidably undergone a certain amount of "wear and tear" commensurate with their age. Accordingly, purchasers should not expect the home they desire to buy to be in "like-new" condition. NO WARRANTIES FOR FITNESS OF USE OR MERCHANTABILITY OR ANY OTHER KIND ARE MADE AS TO THE INDIVIDUAL CONDOMINIUM UNITS OR THE COMMON ELEMENTS OF THE PROJECT. PURCHASERS ARE ADVISED TO CONDUCT THEIR OWN INSPECTION OF THE UNIT THEY DESIRE TO BUY. THE UNITS ARE SOLD "AS IS".

**Structural Components and Mechanical & 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 individual condominium units appear to be sound and in satisfactory 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 AND ENJOYMENT OF THE CONDOMINIUM UNIT(S).

**Code Violations**

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

D'S PLUMBING, INC., doing business  
as DUARTE'S CONSTRUCTION,  
a Hawaii corporation

By Frank C. Duarte  
FRANK C. DUARTE, President

Developer