



## REAL ESTATE COMMISSION

STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
PROFESSIONAL AND VOCATIONAL LICENSING DIVISION  
P. O. Box 3469  
Honolulu, Hawaii 96801

### CONDOMINIUM PUBLIC REPORT

#### VILLAS AT DIAMOND HEAD

3017 Ala Pali Place  
Honolulu, Hawaii 96815

Registration No. 2466

Issued: August 5, 1991  
Expires: September 5, 1992

#### Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of July 23, 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.  
[ X ] 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 \_\_\_\_\_  
[ ] 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 [ X ] 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:

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## 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 ☐ Ohana  
☐ Mixed Residential and Commercial ☐ Agricultural  
☐ Other \_\_\_\_\_
3. ☐ High Rise (5 stories or more) ☒ Low Rise
4. ☒ Single or ☐ Multiple Buildings
5. Apartment Description

<u>Apt. No.</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
A	1	3/2.5	3,002	300

Total Apartments: 1

\*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>3</u>
Guest Stalls	<u>          </u>
Unassigned Stalls	<u>          </u>
Extra Stalls Available for Purchase	<u>          </u>
Other: _____	<u>          </u>
	<u>3</u>
Total Parking Stalls	<u>          </u>

7. Recreational amenities: Swimming Pool and jacuzzi for the exclusive use of Unit A

**PEOPLE CONNECTED WITH THE PROJECT**

**Developer:** Jerry D. C. Park Phone: 524-0666

**Business Address:** 222 S. Vineyard Street, Royal Queen Emma, PH-3  
Honolulu, Hawaii 96813

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

**Real Estate Broker:** Meridian Properties, Inc. Phone: 524-0666

**Business Address:** 222 S. Vineyard Street, Royal Queen Emma, PH-3  
Honolulu, Hawaii 96813

**Escrow:** Guardian Escrow Services, Inc. Phone: 538-6991

**Business Address:** 737 Bishop Street, Ste. 2090  
Honolulu, Hawaii 96813

**General Contractor:** All Possible Builders, Inc. Phone: 538-7815

**Business Address:** 114H Waimanu Street  
Honolulu, Hawaii 96814

**Condominium Managing Agent:** None Phone:

**Business Address:**

**Attorney for Developer:**

George Okamura, Esq. 737 Bishop Street, Ste. 2770 Honolulu, Hawaii 96813 Phone: 524-4423	Glenn Adachi, Esq. 841 Bishop Street, Ste. 1601 Honolulu, Hawaii 96813 Phone 524-4423
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## 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 - Document No. 91-0770055  
Book \_\_\_\_\_ Page \_\_\_\_\_  
☐ Filed - Land Court - Document No. \_\_\_\_\_

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. 1514  
☐ Filed - Land Court Condo Map No. \_\_\_\_\_

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 - Document No. 91-0770056  
Book \_\_\_\_\_ Page \_\_\_\_\_  
☐ Filed - Land Court - Document No. \_\_\_\_\_

Amendment date(s) and recording/filing information:

The Condominium Statute (Chapter 14A, 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)	76%	100%
Bylaws	65%	65%
House Rules	---	Board of Directors

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

2. **Developer:**

☐ No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

☒ Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules

1. To add a second phase, consisting of one additional unit, at anytime up to and including April 30, 2001.
2. To amend the Declaration, By-Laws and Condominium Map at anytime prior to recording of the sale of the unit.
3. To amend the Declaration and Condominium Map to file the "as built" certificate.

### III. THE CONDOMINIUM PROJECT

#### A. Interest to be Conveyed to Buyer:

☒ Fee Simple: Individual apartments and the common elements which includes the underlying land will be in fee simple.

☐ Leasehold or Subleasehold: Individual apartments and the common elements which includes the underlying land will be leasehold.

**The leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.**

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: \_\_\_\_\_  
Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable: ☐ Monthly ☐ Quarterly  
☐ Semi-Annually ☐ Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per  
☐ Month ☐ Year.

☐ Individual Apartments in Fee Simple Common Interest in the Underlying Land in Leasehold or Subleasehold:

**The leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners - tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements; or (2) convey the building(s) and improvements to the lessor, often at a specified price.**

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: \_\_\_\_\_  
Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable: ☐ Monthly ☐ Quarterly  
☐ Semi-Annually ☐ Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per  
☐ Month ☐ Year.

☐ Other:



**For Subleaseholds:**

- ☐ Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is  
☐ Canceled ☐ Foreclosed
- ☐ As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

**B. Underlying Land:**

Address: 3017 Ala Pali Place Tax Map Key: 3-1-34: 16  
Honolulu, Hawaii 96815 (TMK)

☐ Address ☐ TMK is expected to change because each dwelling will have its own street address

Land Area: 12,603 ☒ square feet ☐ acre(s) Zoning: R-5

Fee Owner: Jerry D. C. Park

Address: 222 S. Vineyard Street, Royal Queen Emma, PH-3  
Honolulu, Hawaii 96813

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: 1 Floors Per Building 2

☐ Exhibit \_\_\_\_\_ contains further explanations.

3. **Principal Construction Material:**

☒ Concrete ☐ Hollow Tile ☒ Wood

☐ Other \_\_\_\_\_

4. Permitted Uses by Zoning:

	No. of Apts.	Use Determined By Zoning		No. of Apts.	Use Determined By Zoning
<input type="checkbox"/> Commercial	_____	_____	<input type="checkbox"/> Industrial	_____	_____
<input checked="" type="checkbox"/> Residential	<u>1</u>	<u>Residential</u>	<input type="checkbox"/> Agricultural	_____	_____
<input type="checkbox"/> Timeshare/Hotel	_____	_____	<input type="checkbox"/> Recreational	_____	_____
<input type="checkbox"/> Other:	_____				

Is/Are this/these use(s) specifically permitted by the project's declaration or bylaws?

☒ Yes ☐ No

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: No livestock, poultry or other animals except for 1 dog, 1 cat aquarium fish and a pair of small birds.

☐ Number of Occupants:

☒ Other: No hotel or transient use permitted.

☐ There are no special use restrictions.

6. Interior(fill in appropriate numbers):

Elevators	---	Stairways	---	Trash Chutes	---
<u>Apt. No.</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>	
A	1	3/2.5	3,002	300	

Total Apartments: 1

\*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 :

1. All perimeter walls, floors, foundations and roof of each building.
2. All pipes, wires, conduits, or other utility and services lines in such building, outside such building, if the same are not utilized for more than one apartment.
3. The garage of Unit A.

## Permitted Alterations to Apartments:

Apartment owner may renovate, remodel, make additions to, remove or restore the unit.

## 7. Parking Stalls:

Total Parking Stalls: 3

	<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)	<u>2</u>	<u>1</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>3</u>
Guest	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Unassigned	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Extra Available for Purchase	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Other:	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Total							
Covered & Open		<u>3</u>		<u>6</u>		<u>      </u>	

Each apartment will have the exclusive use of at least 3 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\* ☐ Storage Area
- ☐ Recreation Area ☐ Laundry Area
- ☐ Tennis Court ☐ Trash Chute
- ☒ Other: Jacuzzi\*

\*Note: The swimming pool and jacuzzi are part of and for the exclusive use of Unit A.

9. Present Condition of Improvements N/A (New construction)  
(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

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

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	<u>  X  </u>	<u>          </u>	<u>          </u>
Structures	<u>  X  </u>	<u>          </u>	<u>          </u>
Lot	<u>  X  </u>	<u>          </u>	<u>          </u>

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   A   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 B

☐ 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:

Unit A will have a 100% common interest. If the Declarant adds Phase 2, the percentage common interest will be as follows:

<u>Unit No.</u>	<u>% Common Interest</u>
A	50%
B	50%

E. **Encumbrances Against Title:** 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 April 9, 1991 and issued by Long & Melone, Ltd.

**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 contract will be cancelled and Buyer's deposit will be refunded.

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 es:\***

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 \_\_\_\_\_ contains a schedule of maintenance fees and maintenance fee disbursements.

\*Common elements except the area removed for Lot B will be maintained by the developer until construction of second unit is completed and sold, including but not limited to real property taxes, hazard insurance and yard maintenance costs.

**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:

☐ Not applicable

☐ Electricity

☐ Television Cable

☐ Gas

☐ Water & Sewer

☐ Other \_\_\_\_\_

**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:**

One year warranty on workmanship and defective materials.

**2. Appliances:**

Warranty provided by appliance manufacturer.

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

Construction on Unit A commenced on November 20, 1990. Estimated completion date is July 15, 1991.

### K. Project Phases:

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

**Summary of Developer's Present Plans for Future Development:**

**See Exhibit D**

**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

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

[ X ] Escrow Agreement dated March 1, 1991

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

☐ Other \_\_\_\_\_



Sewage Disposal Scheme.

Pursuant to a letter agreement between the Department of Public Works, City and County of Honolulu and the Developer (See Exhibit G), the Developer will install a holding tank to service Unit A under the conditions contained in said letter agreement.

The holding tank will be a part of Unit A. The owner of said unit will be responsible for the operation and maintenance of the holding tank in accordance with the conditions contained in said letter agreement.

The unit Purchaser will sign and acknowledge the conditions contained in said letter agreement and will further agree to abide by the conditions contained therein. This agreement is binding on future assignees or lessees.

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

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

**Preliminary Report:** Sales made by the Developer are not binding on the prospective buyer. Sales made by the Developer may be binding on the Developer unless the Developer clearly states in the sales contract that sales 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, 1010 Richards Street, P. O. Box 541, Honolulu, HI 96809.

This Public Report is a part of Registration No. 2466 filed with the Real Estate Commission on  
June 10, 1991.

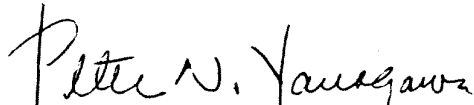
Reproduction of Report. When reproduced, this report must be on:

☐ yellow paper stock

☒ white paper stock

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

EXHIBIT A

DESCRIPTION OF COMMON ELEMENTS

a. The land in fee simple as described in Exhibit "A" of the Declaration.

b. All ducts, sewer lines, electrical equipment, pipes, wiring, and other central and appurtenant transmission facilities and installations which will serve both apartments for services such as power, light, water, gas, refuse, telephone, radio, and television signal distribution.

c. Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance or safety, and normally in common use.

d. The portion of the land designated on the Condominium Map as "Phase 2-Reserved for Lot B"; provided, however, that Lot B shall become a limited common element for the exclusive benefit of Unit B if and when the Declarant amends the Declaration to add Unit B.

EXHIBIT B

DESCRIPTION OF LIMITED COMMON ELEMENTS

a. The site of Unit A consisting of the land beneath and immediately adjacent thereto (including all planters, planting areas, landscaping, driveway and access areas), referred to as Lot A on the Condominium Map.

b. The uncovered parking stall (which is not designated in the garages of the unit) assigned to Unit A.

If Phase 2 is added there would be the following limited common elements:

a. Lot A for the exclusive benefit of Unit A.

b. The land designated on the Condominium Map as "Phase 2-Reserved for Lot B", which will shall be for the exclusive benefit of Unit B.

c. The uncovered parking stall(s) (which are not designated in the garages of the units) assigned to the unit(s).

d. Such other limited common elements as the Developer may designate and describe upon the exercise of its right to construct an additional unit in Phase 2.

Exhibit C

LIST OF ENCUMBRANCES

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. Grant of Easement in favor of Hawaiian Electric Company, Inc., and GTE Hawaiian Telephone Company Incorporated, dated April 3, 1990, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 90-087293.
3. Mortgage in favor of Finance Factors, Ltd., a Hawaii corporation, dated December 4, 1990, recorded in said Bureau of Conveyances as Document No. 90-192077.
4. Financing Statement, Finance Factors, Ltd., a Hawaii corporation, Secured Party, recorded in said Bureau of Conveyances as Document No. 90-192078.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.
7. Real Property taxes due and owing. For more information contact Real Property Assessment Division, City and County of Honolulu.

## EXHIBIT D

### PROJECT PHASE

The Developer has reserved the right, at its option and expense, to construct an additional unit in the area designated "Phase 2-Reserved for Lot B" on the Condominium Map, for a period up to April 30, 2001. The conditions for the exercise of Phase 2 are set forth in paragraph 23c of the Declaration of Condominium Property Regime.

The Developer also shall have the right, without being required to obtain the consent or joinder of any person or group of persons, including any apartment owner or any lien holder, or any other person who may have any interest in the Property or the Project:

1. to amend this Declaration and the Condominium Map to describe and depict Phase 2, to establish the apartment number for the additional apartment, to create additional common and limited common elements and easements as appurtenant to the additional apartment and/or to the other apartments in the Project, to determine and describe the common interest and percentage of expenses appurtenant to the additional apartment, to reduce the common interests appurtenant to the other apartments in the Project, to declare that the additional apartment may be used for those purposes allowed by the Declaration, to file the "As Built" Certificate required by the Act upon completion of construction for the additional apartment constituting Phase 2, and to set forth such other matters necessary or desirable to effect any such alteration in the Project.

2. to amend any prior instrument of conveyance of an apartment and undivided interest so as to conform the same to the Declaration, as so amended.

3. to have its contractor or contractors enter the Property and the Project as necessary for the construction of Phase 2; provided that the Declarant and its contractor(s) shall use reasonable efforts, consistent with maintaining the progress of such construction, to avoid interference with the use and enjoyment of the Project by the other apartment owners.

The common interest appurtenant to each existing apartment shall be decreased so that the percentage of undivided interest upon the development of Phase 2 shall be as set forth in paragraph 7 of the Declaration.

Paragraph 23c may not be amended without the consent of the Declarant.

4. Until such time that the Developer completes and sells Phase-2, Developer shall bear all of the incidental costs incurred in the area reserved for future development.

5. Failing to construct Phase-2 by April 10, 2001, then that portion of land reserved for Phase-2 becomes a permanent part of the common element appurtenant to Phase-1 and all future cost incident to rights of ownership will become a cost to Phase-1.



## EXHIBIT E

### Summary of Sales Contract

The Seller intends to use the standard form Deposit, Receipt, Offer and Acceptance (DROA) as the sales contract for the sale of the unit(s). The sales contract contains the price, description and location of the apartment and other terms and conditions under which a buyer will agree to buy an apartment in the Project. Among other things, the sales contract provides:

(a) A section for financing to be filled in and agreed to by the parties which will set forth how the buyer will pay the purchase price.

(b) That a buyer's deposits will be held in escrow until the sales contract is closed or cancelled.

(c) That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

(d) What will happen if there is a default under the sales contract.

The sales contract contains various other provisions which the buyer should become acquainted with.

The sales contract may contain additional terms and conditions as the Seller and Buyer may agree to include.

EXHIBIT F

SUMMARY OF ESCROW AGREEMENT

The escrow agreement sets up an arrangement under which the deposits a buyer makes under a sales contract will be held by a neutral party ("Escrow"). Under the escrow agreement these things will or may happen:

(a) Escrow will collect and hold payments due pursuant to the sales contract.

(b) Upon receipt of notice from Seller that a payment(s) is/are due, Escrow will notify buyer that payment(s) are due. Escrow will not enforce payment of any sums due.

(c) Escrow will refund buyer's funds:

(1) upon Seller's request to refund buyer's funds; or

(2) if to Escrow's satisfaction, buyer is entitled to a refund pursuant to Sec. 514A-63, -64, -65 or -66, Hawaii Revised Statutes.

(d) Escrow will not disburse funds until:

(1) Seller certifies in writing that buyer's sales contract "has become effective" and the requirements of Sec. 514A-39, -63, -64 and -66, Hawaii Revised Statutes have been met; and

(2) a final public report has been issued by the Real Estate Commission has been issued and Escrow has received a copy of buyer's receipt for the final public report.

(e) The escrow agreement does not provide for disbursement of purchaser's funds to pay for construction costs until completion of project and expiration of the mechanics and materialmen's lien period.

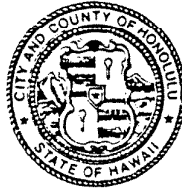
(f) Escrow will arrange for and supervise the signing of all necessary documents.

(g) The escrow agreement says what will happen to a buyer's funds upon default under the sales contract.

The escrow agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

EXHIBIT G  
DEPARTMENT OF PUBLIC WORKS LETTER  
DEPARTMENT OF PUBLIC WORKS  
CITY AND COUNTY OF HONOLULU  
DIVISION OF WASTEWATER MANAGEMENT  
650 SOUTH KING STREET  
HONOLULU, HAWAII 96813

FRANK F. FASI  
MAYOR



SAM CALLEJO  
DIRECTOR AND CHIEF ENGINEER

GEORGE M. UYEMA  
CHIEF

In reply refer to  
WPC 89-131

December 12, 1989

Mr. Jerry Park  
Meridian Properties, Inc.  
222 S. Vineyard Street  
Royal Queen Emma, PH3  
Honolulu, Hawaii 96813

Dear Mr. Park:

Subject: Your November 30, 1989 Letter Relating  
to the Sewage Disposal Scheme for the  
Proposed two (2) Dwelling Units.  
Tax Map Key: 3-1-34: 16

We will allow the temporary use of a holding tank to service one (1) of the proposed two (2) units provided you comply with the following conditions:

1. Discharges shall be strictly controlled to ensure that the holding tank wastes are released to the municipal sewer system only during periods of low sewage flow - 1:00 a.m. to 4:00 a.m. A recording device shall be installed to daily chart the release of wastes to the sewer system. The charts shall be submitted to the Division of Wastewater Management (DWWM) no later than ten (10) days after the end of the each calendar year quarter for City use.
2. Holding tank wastes may be pumped or discharged by gravity directly from the tank to the municipal sewer system.
3. The use of the holding tank is considered a temporary action to provide sewer service for the subject developments. The owner shall be required to eliminate the holding tank and connect directly to the municipal sewers in the future when the wastewater system becomes adequate.

4. The holding tank facility shall be available for inspection by the DWWWM personnel when requested.
5. The holding tank shall be constructed in a location approved by the City to ensure easy accessibility by City personnel for inspection purposes.
6. The owner shall be responsible for the proper operation and maintenance of the holding tank and appurtenances. In the event of improper operation and maintenance, the City reserves the right of terminating the connection to the municipal wastewater system.
7. No overflow or bypass line will be permitted. We recommend the installation of a sewage level alarm to alert of possible sewage overflow.
8. The construction plans of the holding tank system shall be submitted to my office for review and approval. At that time, other details relating to the holding tank shall be addressed.
9. The owner shall be responsible for the disclosure of this agreement to a succeeding owner or lessee (successor). Such disclosure shall be in the form of a supplement to this agreement containing all the provisions of this agreement and duly acknowledged and accepted by the Successors with a copy being forwarded to the City.

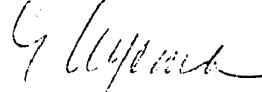
Mr. Jerry Park


-3-

December 12, 1989  
WPC 89-131

Please indicate your acceptance of the above terms by signing and returning the original copy of this letter to us.

Very truly yours,

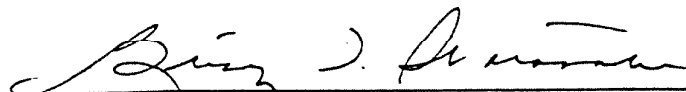
  
GEORGE M. UYEMA  
Chief

  
\_\_\_\_\_  
Property Owner or Lessee (Signature)

6-28-90  
Date

JERRY D.C. PARK  
Type or Print Name

Subscribed and sworn to before me this 28<sup>th</sup> day  
of June, 1990

  
\_\_\_\_\_  
Notary Public, First Judicial Circuit,  
State of Hawaii

My commission expires: 11-16-91

