



**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

WEST LOCH FAIRWAYS TOWNHOMES
Honouliuli, Ewa Beach, Hawaii

Registration No. 2682

Issued: August 28, 1992
Expires: September 28, 1993

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of August 13, 1992, and is issued by the Commission for information 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 _____
 Supp. Public Report dated _____
- And
- Supersedes all prior public reports
 Must be read together with _____
- The 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.

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:

TABLE OF CONTENTS

	page
Report Purpose	1
Type of Report	1
Summary of Changes from Earlier Public Reports	2
Table of Contents	3
General Information on Condominiums	4
Summary of the Condominium Project	5
I. PEOPLE CONNECTED WITH THE PROJECT	6
Developer	
Real Estate Sales Agent	
Escrow Company	
Managing Agent	
Attorney for Developer	
II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	
A. Declaration	7
B. Condominium Map (File Plan)	7
C. Bylaws	7
D. House Rules	8
E. Changes to Condominium Documents	8
III. THE CONDOMINIUM PROJECT	
A. Interest to be Conveyed to Buyer	9
B. Underlying Land	10
C. Buildings and Other Improvements	10
D. Common Elements, Limited Common Elements, Common Interest	14
E. Encumbrances Against Title	15
F. Management of the Common Elements	15
G. Maintenance Fees	16
H. Utility Charges	16
I. Construction Warranties	16
J. Status of Construction	17
K. Project Phases	17
L. Sales Documents Filed with the Real Estate Commission	17
IV. ADDITIONAL INFORMATION NOT COVERED ABOVE	18
Buyer's Right to Cancel Sales Contract	19
Signature of Real Estate Commission Chairman	20
EXHIBIT A: Developer's Reserved Rights to Change Declaration, Bylaws, House Rules and Condominium Map	
EXHIBIT B: Boundaries of Each Apartment	
EXHIBIT C: Permitted Alterations to Apartments	
EXHIBIT D: Description of the Common Elements	
EXHIBIT E: Description of Each Apartment	
EXHIBIT F: Encumbrances Against Title	
EXHIBIT G: Estimate of Initial Maintenance Fees	
EXHIBIT H: Summary of Pertinent Provisions of Sales Contract	
EXHIBIT I: Summary of Pertinent Provisions of Escrow Agreement	
EXHIBIT J:	

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.

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.

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.

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 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. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>A-1,A-1(H)</u>	<u>32</u>	<u>1/1</u>	<u>681</u>	<u>89</u>
<u>A-2</u>	<u>32</u>	<u>1/1</u>	<u>764</u>	<u>68</u>
<u>B-1</u>	<u>36</u>	<u>2/1.5, .5</u>	<u>986</u>	<u>40</u>
<u>B-2</u>	<u>36</u>	<u>2/1.5, .5</u>	<u>986</u>	<u>40</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 136

**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 area may have been used.

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>240</u>
Guest Stalls	<u>14</u>
Unassigned Stalls	<u>0</u>
Extra Stalls Available for Purchase	<u>0</u>
Other: _____	_____
Total Parking Stalls	<u>254</u>

7. Recreational amenities:

Recreation Center consisting of a meeting room, a kitchen, a storage area, and men's and women's toilets.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: West Beach Estates, a Hawaii general partnership Phone: 673-7678
Name (Business)
91-100 Kamoana Place
Business Address
Ewa Beach, Hawaii 96707

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

Horita Corporation, a Hawaii corporation
SKG Properties, a Hawaii general partnership

Real Estate Broker: Herbert K. Horita Realty, Inc. Phone: 847-4241
Name (Business)
2024 North King Street, Suite 200
Business Address
Honolulu, Hawaii 96819

Escrow: Developer's Escrow Phone: 848-2340
Name (Business)
2024 North King Street, Suite 202
Business Address
Honolulu, Hawaii 96819

General Contractor: Oahu Construction Company, Ltd. Phone: 836-2981
Name (Business)
Post Office Box 1326
Business Address
Honolulu, Hawaii 96807

Condominium Managing Agent: Realty Management Corporation Phone: 848-2373
Name (Business)
2024 North King Street, Suite 210
Business Address
Honolulu, Hawaii 96819

Attorney for Developer: Philip L. Lahne, Esq. Phone: 523-7021
Name (Business)
Dinman Nakamura Elisha & Lahne
Company Name
707 Richards Street, Penthouse One
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 Document No. 92-079608
Book _____ page _____
 Filed - Land Court Document No. 1914129

Amendment date(s) and recording/filing information:

Joinder of West Beach Estates, as Fee Owner, to the Declaration of Condominium Property Regime of West Loch Fairways Townhomes and Bylaws of the Association of Apartment Owners of West Loch Fairways Townhomes - Land Court Document No. 1919247 and Bureau of Conveyances Document No. 92-090340.

- 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 Conveyances Condo Map No. 1668
 Filed - Land Court Condo Map No. 910

Amendment date(s) and recording/filing information;

N/A

- 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. 92-079609
Book _____ page _____
 Filed - Land Court Document No. 1914130

Amendment date(s) and recording/filing information:

Joinder of West Beach Estates, as Fee Owner, to the Declaration of Condominium Property Regime of West Loch Fairways Townhomes and Bylaws of the Association of Apartment Owners of West Loch Fairways Townhomes - Land Court Document No. 1919247 and Bureau of Conveyances Document No. 92-090340.

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>Board of Directors</u>

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.

See EXHIBIT *A*

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 cancelled if the master lease between the sublessor and fee owner is

[] Cancelled [] 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 cancelled or foreclosed.

B. Underlying Land:

Address: Honouliuli, District of Ewa Tax Map Key: (1) 9-1-66-072
Honolulu, Hawaii (TMK)

[X] Address [] TMK is ~~expected to change because~~ _____ for each unit will be assigned _____

Land Area: 9.5665 [] square feet [X] acre(s) Zoning: AG-1 & P2

Fee Owner: West Beach Estates, a Hawaii general partnership
Name

92-100 Kamoana Place
Address

Ewa Beach, Hawaii 96707

Sublessor: N/A
Name

Address

C. Buildings and Other Improvements:

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

[] Both New Building(s) and Conversion

2. Buildings: 17 Floors Per Building two

[] Exhibit _____ contains further explanations.

3. Principal Construction Material:

[] Concrete [] Hollow Tile [X] Wood

[] Other _____

4. Permitted Uses by Zoning:

	<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>		<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>
<input type="checkbox"/> Commercial	_____	_____	<input type="checkbox"/> Industrial	_____	_____
<input checked="" type="checkbox"/> Residential	<u>136</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, rabbits, dogs, cats or other animals whatsoever shall be allowed or kept in any part of the Project; exceptions made for assistance animals of handicapped persons.

Number of Occupants: _____

Other: Residential apartments occupied and used for residential purposes only.

There are no special restrictions.

6. Interior (fill in appropriate numbers):

Elevators N/A Stairways N/A Trash Chutes N/A

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>A-1,A-1(H)</u>	<u>32</u>	<u>1/1</u>	<u>681</u>	<u>89</u>
<u>A-2</u>	<u>32</u>	<u>1/1</u>	<u>764</u>	<u>68</u>
<u>B-1</u>	<u>36</u>	<u>2/1.5, .5</u>	<u>986</u>	<u>40</u>
<u>B-2</u>	<u>36</u>	<u>2/1.5, .5</u>	<u>986</u>	<u>40</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 136

**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 'B'

Permitted Alterations to Apartments:

See EXHIBIT 'C'

7. Parking Stalls:

Total Parking Stalls: 254

	<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>232</u>		<u>8</u>			<u>240</u>
Guest		<u>14</u>					<u>14</u>
Unassigned							<u>0</u>
Extra Available for Purchase							<u>0</u>
Other:							<u>0</u>
Total Covered & Open		<u>246</u>		<u>8</u>		<u>0</u>	

Note: The assigned parking stalls for each apartment are identified in the Condominium Map with the same number as the apartment.

Each apartment will have the exclusive use of at least one 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: Recreation Center consisting of a meeting room, kitchen,
storage area, and men's and women's toilets

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

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 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 D 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:

- (1) The right to the exclusive use of at least one parking stall;
- (2) One mailbox;
- (3) Lanai and/or private yard appurtenant to each apartment.

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 E describes the common interests for each apartment.

As follows:

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

Exhibit F describes the encumbrances against the title contained in the title report dated June 18, 1992 and issued by Title Guaranty of Hawaii .

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.

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	Foreclosure - Buyer may not be able to complete purchase, all deposits will be returned.

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.

self-managed by the Association of Apartment Owners.

other _____

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

Construction has begun. Estimated completion date is April 1993.

K. **Project Phases:**

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

Summary of Developer's Present Plans for Future Development:

None

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

Exhibit H contains a summary of the pertinent provisions of this sales contract.

[X] Escrow Agreement dated May 7, 1992

Exhibit I contains a summary of the pertinent provisions of this escrow contract.

[X] Other Sales literature

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

The anticipated project documents and/or sales contracts shall contain provisions restricting the resale of the apartments and shared appreciation/equity programs.

Buyers 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 sale 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 buyer's 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 part of Registration No. 2682 filed with the Real Estate Commission on July 2, 1992.

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.



MARCUS NISHIKAWA, Chair
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

EXHIBIT "A"

Developer's Reserved Rights to Change the
Declaration of Condominium Property Regime,
By-Laws, House Rules, and Condominium Map

Developer may amend the Declaration, By-Laws, House Rules, and Condominium Map as follows:

(1) By filing the "as built" verified statement (with plans, if applicable) required by Section 514A-12 of the Act, (i) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed fully and accurately depict elevations of the buildings, layout, location, apartment numbers, and dimensions of the apartments as built, or (ii) so long as any plans filed therewith involve only immaterial changes to the elevations of the buildings, layout, location, apartment numbers, or dimensions of the apartments as built; and

(2) By filing an amendment to the Declaration and Condominium Map to change the designation of parking stalls and/or mailboxes as limited common elements appurtenant to particular apartments; and

(3) To effect any changes or amendments required by law, any title insurance company, or any institutional mortgagee, or as may be required by an administrative agency of any state, territory, possession, or foreign country or other foreign jurisdiction as a condition precedent to marketing the Project.

EXHIBIT "B"

Each apartment shall be deemed to include: (i) all walls and partitions which are not load-bearing within its perimeter walls, (ii) all pipes, shafts, wires, ducts, pumps, cables, conduits, and other utility or service lines running through such apartment which are utilized for and serve only that apartment, (iii) the inner decorated or finished surfaces of all walls, floors, and ceilings, (iv) all doors and windows (including but not limited to sliding glass doors, windows, or panels along the perimeters), and (v) all fixtures, appliances, built-in cabinets, carpets and floor coverings, and furnishings installed therein.

EXHIBIT "C"

(1) No apartment owner shall use his or her apartment for any purpose which will injure the reputation of the Project, or suffer anything to be done or kept in his or her apartment or elsewhere in the Project which will: (a) jeopardize the soundness of any of the buildings or other improvements, (b) interfere with or unreasonably disturb the rights of other owners or occupants, (c) obstruct any walkway, stairway, or corridor of any of the buildings, (d) increase the rate of fire insurance on any of the buildings or the contents thereof, or (e) reduce the value of the premises.

(2) No apartment owner shall do any work which could jeopardize the soundness or safety of the Project, reduce the value thereof, or impair any easement or hereditament, nor may any apartment owner add any material structure or excavate any additional basement or cellar, without in every such case the consent of seventy-five per cent (75%) of the apartment owners, together with the consent of all apartment owners whose apartments or limited common elements appurtenant thereto are directly affected, being first obtained; provided that nonmaterial structural additions to the common elements, including the installation of solar energy devices or additions to or alterations of an apartment made within such apartment or within a limited common element appurtenant to and for the exclusive use of the apartment shall require approval only by the Board of Directors and such percentage, number, or group of apartment owners as may be required by this Declaration or in the By-laws. "Nonmaterial structural additions to the common elements", as used herein, shall mean a structural addition to the common elements which does not jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, detract from the appearance of the Project, interfere with or deprive any non-consenting owner of the use or enjoyment of any part of property, or directly affect any non-consenting owner. For purposes of this Paragraph 8, "solar energy device" means any new identifiable facility, equipment, apparatus, or the like which makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for its generation; provided that if the equipment sold cannot be used as a solar device without its incorporation with other equipment, it must be installed in place and ready to be made operational in order to qualify as a "solar energy device".

(3) Handicapped occupants shall be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense, if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be.

EXHIBIT "D"

The common elements shall include the limited common elements and all portions of the Project other than the apartments, including specifically, but not limited to:

- (a) The Land in fee simple;
- (b) All foundations, floor slabs, beams, columns, supports, girders, unfinished perimeter and load-bearing walls, walkways, ramps, fences, railings, and roofs;
- (c) The parking area, guest parking stalls, driveways, roadways, pavements, walkways, refuse facilities, planted areas, grounds, landscaping, maintenance shed, and loading areas;
- (d) The recreation center, consisting of a meeting room, a kitchen, a storage area, and men's and women's toilets;
- (e) All ducts, electrical equipment, wiring, pipes, and other central and appurtenant transmission facilities and installations over, under, and across the Project which serve more than one apartment for services such as power, light, water, sewer, gas, refuse, telephone, radio and television signal distribution; and
- (f) Any and all other apparatus and installations of common use, and all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

The limited common elements shall include certain parts of the common elements designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements as follows:

- (a) The right to the exclusive use of at least one parking stall shall be appurtenant to each apartment. The initial assignment of parking spaces appurtenant to each apartment as shown on the Condominium Map; and
- (b) One mailbox is appurtenant to each apartment, and is designated by the apartment number to which it is appurtenant; and
- (c) The lanais and/or private yards appurtenant to each apartment, as shown on the Condominium Map.

EXHIBIT "E"

<u>Apartment Number</u>	<u>Type</u>	<u>Percentage of Common Interest</u>	<u>Approximate Square Footage</u>
2A, 2B, 2C, 2D, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 12A, 12B, 12C, 12D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D	A-1 + A-1(H)	.575400	770
2E, 2F, 2G, 2H, 5E, 5F, 5G, 5H, 6E, 6F, 6G, 6H, 9E, 9F, 9G, 9H, 10E, 10F, 10G, 10H, 12E, 12F, 12G, 12H, 16E, 16F, 16G, 16H, 17E, 17F, 17G, 17H	A-2	.558575	832
1A, 1D, 1E, 1H, 3A, 3D, 3E, 3H, 4A, 4D, 4E, 4H, 7A, 7D, 7E, 7H, 8A, 8D, 8E, 8H, 11A, 11D, 11E, 11H, 13A, 13D, 13E, 13H, 14A, 14D, 14E, 14H, 15A, 15D, 15E, 15H	B-1	.884900	1,026
1B, 1C, 1F, 1G, 3B, 3C, 3F, 3G, 4B, 4C, 4F, 4G, 7B, 7C, 7F, 7G, 8B, 8C, 8F, 8G, 11B, 11C, 11F, 11G, 13B, 13C, 13F, 13G, 14B, 14C, 14F, 14G, 15B, 15C, 15F, 15G	B-2	.884900	1,026

EXHIBIT "F"

Encumbrances Against Title

1. Any and all Real Property Taxes that may be due and owing. Refer to the Director of Finance, City and County of Honolulu, for further information.
2. AS TO PARCEL FIRST:
 - (A) Conditions set forth in instrument dated February 17, 1989, recorded in Liber 22883 at Page 224.

(Not noted on Transfer Certificate of Title referred to herein)
 - (B) Conditions set forth in instrument dated November 3, 1989, filed as Land Court Document No. 1684310, recorded in Liber 23899 at Page 199.
 - (C) Lot 6219-B will have access in favor of Lot 6219-A, as shown on Map 569, as set forth by Land Court Order No. 103582, filed August 26, 1991.
3. AS TO PARCEL SECOND:
 - (A) Reservation in favor of the State of Hawaii of all mineral and metallic mines.
 - (B) Conditions set forth in instrument dated February 17, 1989, recorded in Liber 22883 at Page 224.

(Note noted on Transfer Certificate of Title referred to herein)
 - (C) Access in favor of Lot 6219-A, as shown on Map 569, as set forth by Land Court Order No. 103582, filed August 26, 1991.
4. Lots 6219-A and 6219-B will be conveyed together with Lot 2, as shown on File Plan No. 2042, as set forth by Land Court Order No. 103582, filed August 26, 1991.
5. CRM wall at the corner of Aawa Drive and Makaaloa Street constructed within Lots 6750 and 6219-B, as shown on surveyor's map prepared by George A. Sumida, Registered Professional Land Surveyor, dated April 26, 1992.
6. ADDITIONAL SECURITY MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : WEST BEACH ESTATES, a duly registered Hawaii general partnership

MORTGAGEE : THE INDUSTRIAL BANK OF JAPAN, LIMITED, a corporation formed under the laws of Japan, acting through its Los Angeles Agency

DATED : April 24, 1992

FILED : Land Court Document No. 1910447

RECORDED : Document No. 92-071685

AMOUNT : Mortgaging the premises described in Schedule C, as security for that certain promissory note dated March 27, 1990 in the principal sum of \$379,000,000.00, provided that the aggregate amount of all advances under the revolving loan does not exceed \$450,000,000.00

7. Unrecorded Development Agreement dated August 1, 1990, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, "City", and WEST BEACH ESTATES, a Hawaii general partnership consisting of HORITA CORPORATION, a Hawaii corporation, and SKG PROPERTIES, a Hawaii general partnership, "Developer", a SHORT FORM OF DEVELOPMENT AGREEMENT is dated August 1, 1990, filed as Land Court Document No. 1798569, recorded as Document No. 92-073625.

CONSENT TO ASSIGNMENT OF DEVELOPMENT AGREEMENT AND ESTOPPEL CERTIFICATE dated April 24, 1992, filed as Land Court Document No. 1910448, and recorded as Document No. 92-071687, by the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii.

8. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in the Declaration of Condominium Property Regime dated April 29, 1992, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 1914129, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 92-79608, as the same may hereafter be amended in accordance with law or with said Declaration. (Project covered by Condominium Map Nos. 910 and 1668 filed in said Office of the Assistant Registrar, and recorded in said Bureau of Conveyances.)

Joinder of West Beach Estates, as Fee Owner, to the Declaration of Condominium Property Regime of West Loch Fairway Townhomes and By-Laws of the Association of Apartment Owners of West Loch Fairways Townhomes dated June 4, 1992, filed as Land Court Document No. 1919247, recorded as Document No. 92-090340.

9. By-Laws of the Association of Apartment Owners of the Condominium Project known as "WEST LOCH FAIRWAYS TOWNHOMES" dated April 29, 1992, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 1914130, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 92-79609, as the same may hereafter be amended.

Joinder of West Beach Estates, as Fee Owner, to the Declaration of Condominium Property Regime of West Loch Fairway Townhomes and By-Laws of the Association of Apartment Owners of West Loch Fairways Townhomes dated June 4, 1992, filed as Land Court Document No. 1919247, recorded as Document No. 92-090340.

WEST LOCH FAIRWAYS TOWNHOMES

EXHIBIT G

I. ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS AND ESTIMATE OF INITIAL MAINTENANCE FEE ASSESSMENT.

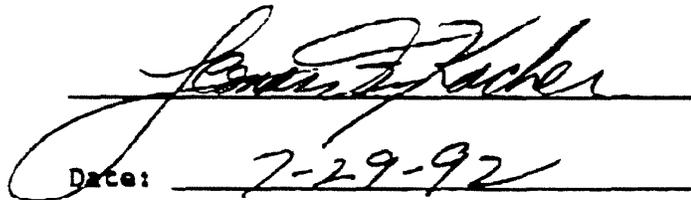
<u>DISBURSEMENTS</u>	<u>MONTHLY</u>	<u>X 12 MONTHS = YEARLY TOTAL</u>
MAINTENANCE AND SERVICES:		
Electricity	\$ 300	\$ 3,600
Refuse Collection	1,600	19,200
Water	1,400	16,800
Sewer	1,700	20,400
MAINTENANCE, REPAIRS, AND SUPPLIES		
Building	200	2,400
Grounds	2,000	24,000
MANAGEMENT		
Management Fee	1,850	22,200
Office Administration	200	2,400
Insurance	1,800	21,600
Reserves	2,000	24,000
Audit & Tax Return	150	1,800
Legal Fees	100	1,200
	<hr/>	<hr/>
TOTALS:	<u>\$13,300</u>	<u>\$159,600</u>

II. MONTHLY MAINTENANCE FEE ASSESSMENT PER UNIT:

No.	Type	Monthly Assessment	Annual Assessment	Total
32	A-1 (lower)	\$ 76.53	\$ 918.36	\$ 29,387.52
32	A-2 (upper)	74.29	891.48	28,527.36
72	B	117.69	1,412.28	<u>101,684.16</u>
			Total:	<u>\$159,599.04</u>

Note: The proposed monthly budget figures and resulting maintenance fees are subject to increases or decreases.

REALTY MANAGEMENT CORPORATION, as managing agent 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.


Date: 7-29-92

Revised on _____.

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

920343
01/31/92

EXHIBIT "H"

SUMMARY OF SALES CONTRACT: The specimen Sales Contract contains, among other things, the following provisions:

1. SELLER'S RIGHT TO MODIFY DOCUMENTS/PROJECT.
Subject to any applicable rescission rights that Buyer may have pursuant to Section 514A-63, Hawaii Revised Statutes:

(a) Seller reserves the right to modify the Declaration, By-Laws, Condominium Map, Apartment Deed, and other documents as may be required by law, any title insurance company, any institutional mortgagee or governmental agency, or as otherwise may be deemed necessary or appropriate by Seller, and Buyer authorizes Seller to make and specifically approves all changes to said documents and the Project, provided that such approval shall not be deemed to constitute a waiver of Buyer's rescission rights under Section 514A-63, Hawaii Revised Statutes.

(b) Buyer acknowledges that the Architect in its sole discretion may increase or decrease the thickness of any wall within the Apartment, resulting in the room dimensions becoming smaller or larger than those shown on the Condominium Map, and Buyer hereby authorizes and specifically approves any such changes. Seller further reserves the right to require alterations of the Project (and to modify any such documents as Seller deems necessary or appropriate in light of such changes) to change the configuration of, to alter the number of rooms of, to decrease or increase the size of, or to change the location of any other apartment and/or parking area, and to make other changes to the Apartment, any of the other apartments, or the common elements. Seller may increase or decrease the number of parking stalls which may be assigned to the Apartment covered by this Agreement, provided that in no event shall any apartment be assigned fewer than one (1) parking stall. No taking by eminent domain of an easement or other limited right or of a portion of the common elements shall be deemed grounds for cancellation of this Agreement.

2. WARRANTIES. SELLER WILL ASSIGN ANY CONTRACTORS' OR MANUFACTURERS' WARRANTIES TO BUYER. EXCEPT FOR SUCH ASSIGNMENT, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HOMES, COMMON ELEMENTS,

APPLIANCES, FURNISHINGS, OR ANYTHING INSTALLED IN OR UPON THE APARTMENTS OR THE PROJECT OR USED IN CONNECTION WITH THE APARTMENTS OR THE PROJECT IN ANY MANNER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. TIME IS OF THE ESSENCE; SELLER'S REMEDIES; COSTS AND ATTORNEYS' FEES. Time is of the essence with regard to each of the terms of the Sales Contract, and if Buyer shall default in any payment when due, or fail to perform any other obligation required of the Buyer hereunder, Seller may notify Buyer in writing of such default and if such default shall not be cured within fifteen (15) days after receipt of such notice, Seller may, at Seller's option, terminate the Sales Contract by written notice to Buyer. In such event, all sums paid by Buyer thereunder shall belong absolutely to Seller as liquidated damages, or at Seller's option, Seller may pursue any other remedies in law or in equity for specific performance, damages, or otherwise, and all costs, including reasonable attorneys' fees, incurred by reason of default by Buyer shall be borne by Buyer.

4. ASSIGNMENT. Buyer may not assign its rights or obligations under the Sales Contract or any portion thereof without the prior written consent of Seller, which consent may be withheld and/or conditioned upon the payment of a consent fee in such amount as may be determined by Seller, at Seller's sole discretion. If all or any portion of the consideration for such assignment given to Buyer by the assignee of such interest is monetary, the consent fee to be paid to Seller shall be equal to 5.9% of that consideration. If all or any portion of the consideration for such assignment given to Buyer by the assignee of such interest is non-monetary, then the consent fee to be paid to Seller shall be a sum which is equal to 5.9% of the fair market value of that consideration.

5. LATE PAYMENT. Without prejudice to Seller's right of termination, Buyer will be assessed interest at one percent (1%) per month on any scheduled payment from the date it is due until paid.

NOTE: That until the Final Public Report is issued, Seller may change the purchase price or reassign parking stalls or storage lockers and either party may unilaterally cancel the reservation.

EXHIBIT "I"

SUMMARY OF ESCROW AGREEMENT: An escrow agreement (hereinafter called the "Escrow Agreement") detailing the manner in which purchasers' funds are to be handled, has been executed and a copy thereof has been filed with the Commission. The Escrow Agent is DEVELOPERS ESCROW SERVICES, INC., a Hawaii corporation (hereinafter referred to as "Escrow"). The escrow agreement, among other things, contains the following provisions:

Sale Contracts Deposited in Escrow. As of when Developer shall enter into a sales contract for the sale of a unit it shall deliver an executed copy of such sales contract to Escrow. Each sales contract shall require that all payments to be made thereunder shall be made to Escrow and shall be accompanied by the initial deposit required thereunder.

Receipt of Funds by Escrow. Developer shall pay over to Escrow all payments made by purchasers under sales contracts. This includes any loan payments from purchasers' lenders. In accordance with Developer's written instructions to Escrow, Escrow shall deposit all funds received in accounts at a federally insured bank, savings and loan association or other financial institution which pays interest on deposits; provided however, if Escrow is instructed to make a deposit more than once in a calendar week, Developer will pay Escrow a reasonable service charge for each additional deposit made during that week. On the Date of Closing, as defined in Paragraph 7(a) of the General Terms and Conditions of the Condominium Purchase Agreement, purchasers' accounts shall be credited with an amount equal to 5 1/2 percent simple interest earned on all purchasers funds deposited into Escrow between the date the executed sales contract is received by Escrow and the Date of Closing. Provided that, if the sales contract is terminated by the Buyer or on account of the purchasers failure to perform, the purchasers account shall not be credited with any interest. Provided, further, that if the sales contract is terminated by Developer for any reason other than the purchasers failure to perform, the purchasers account shall be credited with an amount equal to 5 1/2 percent simple interest earned on all purchasers funds deposited into Escrow between the date the executed sales contract is received by Escrow and the date the sales contract is terminated.

Conditions to be Met Prior to Disbursement. No disbursements of funds held in escrow shall be made unless and until the following conditions have been fulfilled:

a. The Real Estate Commission has issued a final public report (the "Final Report") on the Project; and the purchaser has

received a copy of the Final Report and given Developer a receipt for it; and

b. The Developer or Developer's attorney has delivered a written opinion to Escrow stating that all of the requirements of Sections 514A-39, 514A-62, and 514A-63, Hawaii Revised Statutes, as amended, have been met; and

c. The Developer has given Escrow a written waiver of any option reserved in any sales contract to cancel such sales contract.

Disbursement of Purchaser's Funds. Subject to the provisions of the preceding paragraph, and upon prior approval of Developer's construction mortgagee, disbursements from the funds held in escrow shall be made by Escrow from time to time to pay for construction costs in accordance with bills submitted to Escrow from time to time from Developer, which said bills shall have been approved or certified for payment by Developer's construction mortgagee or a financially disinterested person. The balance remaining in escrow shall be disbursed in accordance with the directions of the Developer and Developer's mortgagee only upon completion of the buildings of the Project and when Escrow shall have received satisfactory evidence that all mechanics' and materialmen's liens have been cleared or sufficient funds have been set aside to cover such claims.

Return of Funds and Documents. A purchaser shall be entitled to a return of his funds and Escrow will pay such funds to such purchaser, without interest, minus Escrow's cancellation fee, if one of the following has occurred:

a. Escrow receives a written request from the Developer to return funds to purchaser; or

b. With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, the purchaser has exercised his right to cancel the agreement pursuant to Section 514A-62, Hawaii Revised Statutes, as amended; or

c. A purchaser has exercised his right to rescind the contract pursuant to Section 514A-63, Hawaii Revised Statutes, as amended.

Purchaser's Default. Developer will notify Escrow in writing that a purchaser has defaulted and that Developer has cancelled that purchaser's Sales Contract. Escrow will then treat the purchaser's funds, less Escrow's cancellation fees, as belonging to Developer.