

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT ON

KIAHUNA (PHASE II)
Poipu Beach Road
Koloa, Kauai, Hawaii

REGISTRATION NO. 698

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: July 22, 1974
Expires: August 22, 1975

SPECIAL ATTENTION

A comprehensive reading by the prospective purchaser is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION DATED JUNE 21, 1974. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514, HAWAII REVISED STATUTES.

1. KIAHUNA (PHASE II) is a leasehold condominium project consisting of twenty-six (26) buildings, three (3) buildings containing one (1) story, twenty-one (21) buildings containing two (2) stories, and two (2) buildings containing three (3) stories. There are a total of one hundred seventy-two (172) apartments and one hundred seventy-two (172) unreserved parking stalls.

2. The Developer of the project has filed all documents and materials deemed necessary by the Commission for the registration of this proposed condominium project and the issuance of this Final Public Report.

3. The Developer of the project reports that the basic documents (Declaration of Horizontal Property Regime, with By-Laws of the Association of Apartment Owners attached, and a copy of the approved Floor Plans) have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

The Declaration of Horizontal Property Regime, dated June 18, 1974, with the By-Laws attached, was filed in the Office of the Assistant Registrar as Land Court Document No. 689145, with Condominium Map No. 220.

4. No advertising or promotional matter has been filed pursuant to the rules and regulations promulgated by the Commission.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of the Horizontal Property Act, Chapter 514 of the Hawaii Revised Statutes, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.

6. This Final Public Report automatically expires thirteen (13) months after the date of issuance, July 22, 1974, unless a Supplementary Public Report issues or the Commission, upon review of the Registration, issues an order extending the period of this report.

NAME OF PROJECT: KIAHUNA (PHASE II).

LOCATION: The 16.212 acres of lease land committed to the project is situated at Poipu Beach, Koloa, Kauai, Hawaii.

TAX MAP KEY: 2-8-17: 09 & 26.

ZONING: Apartment-hotel.

DEVELOPER: MOANA/KAUAI CORPORATION, a California corporation, the principal place of business and post office address of which is Suite 4340, 555 California Street, San Francisco, California. The officers of the Developer are: Robert L. Harmon, President; Frank J. Supon, Vice-President, Secretary/Treasurer; Paul Simon, Vice-President; Joel Shouse, Vice-President; and Schyler Richardson, Vice-President, all of whose address is Suite 4340, 555 California Street, San Francisco, California.

ATTORNEY REPRESENTING DEVELOPER: Conroy, Hamilton, Gibson, Nickelsen & Rush (Attention: Dwight M. Rush and Ken Harimoto), 20th Floor Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813; Phone 521-2611.

DESCRIPTION: The Declaration of Horizontal Property Regime and plans submitted by the Developer indicate that the project consists of twenty-six (26) buildings, without basements, constructed principally of redwood and cedar exteriors and cedar shingle roofs, three (3) buildings containing one (1) story, twenty-one (21) buildings containing two (2) stories, and two (2) buildings containing three (3) stories, said buildings being designated 1 through 26, respectively, containing one hundred seventy two (172) apartment units, which spaces, together with appurtenant lanais, if any, are referred to herein as "Beachhouses", and said buildings and beachhouses are designated on said plans and described as follows:

(a) The buildings of the Project are constructed according to four (4) different models, designated Model 1, Model 2, Model 3, and Model 4. Buildings 19 and 25 are constructed according to the layout designated on said plans as Model 1; Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23 and 24 are constructed according to the layout designated Model 2; Buildings 10 and 12 are constructed according to the layout designated Model 3; Building 26 is constructed according to the layout designated Model 4.

(b) Beachhouses 30, 31 and 32 are located on the first floor of Building 1; Beachhouses 33, 34 and 35 are located on the second floor of Building 1; Beachhouses 36, 37, 38 and 39 are located on the first floor of Building 2; Beachhouses 40, 41, 42 and 43 are located on the second floor of Building 2; Beachhouses 44, 45 and 46 are located on the first floor of Building 3; Beachhouses 47, 48 and 49 are located on the second floor of Building 3; Beachhouses 50, 51 and 52 are located on the first floor of Building 4; Beachhouses 53, 54 and 55 are located on the second floor of Building 4; Beachhouses 56, 57, 58 and 59 are located on the first floor of Building 5; Beachhouses 60, 61, 62 and 63 are located on the second floor of Building 5; Beachhouses 64 and 66 are located on the first and second floors of Building 6; Beachhouse 65 is located on the first floor of Building 6; Beachhouse 67 is located on the second floor of Building 6; Beachhouses 68, 69 and 70 are located on the first floor of Building 7; Beachhouses 71, 72 and 73 are located on the second floor of Building 7; Beachhouses 74 and 76 are located on the first and second floors of Building 8; Beachhouse 75 is located on the first floor of Building 8; Beachhouse 77 is located on the second floor of Building 8; Beachhouses 78 and 81 are located on the first and second floors of Building 9; Beachhouses 79 and 80 are located on the first floor of Building 9; Beachhouses 82 and 83 are located on the second floor of Building 9; Beachhouses 84, 85, 86, 87, 88 and 89 are on the first floor of Building 10; Beachhouses 90 and 95 are on the second and third floors of Building 10; Beachhouses 91, 92, 93 and 94 are on the second floor of Building 10; Beachhouses 96, 97, 98 and 99 are on the third floor of Building 10; Beachhouses 100 and 105 are on the first and second floors of Building 11; Beachhouses 101, 102, 103 and 104 are on the first floor of Building 11; Beachhouses

106, 107, 108 and 109 are on the second floor of Building 11; Beachhouses 110, 111, 112, 113, 114 and 115 are on the first floor of Building 12; Beachhouses 116 and 121 are on the second and third floors of Building 12; Beachhouses 117, 118, 119 and 120 are on the second floor of Building 12; Beachhouses 122, 123, 124 and 125 are on the third floor of Building 12; Beachhouses 126 and 129 are on the first and second floors of Building 13; Beachhouses 127 and 128 are located on the first floor of Building 13; Beachhouses 130 and 131 are located on the second floor of Building 13; Beachhouses 132, 133, 134 and 135 are located on the first floor of Building 14; Beachhouses 136, 137, 138 and 139 are located on the second floor of Building 14; Beachhouses 140 and 142 are located on the first and second floors of Building 15; Beachhouse 141 is located on the first floor of Building 15; Beachhouse 143 is located on the second floor of Building 15; Beachhouses 144, 145 and 146 are located on the first floor of Building 16; Beachhouses 147, 148 and 149 are located on the second floor of Building 16; Beachhouses 150, 151, 152 and 153 are located on the first floor of Building 17; Beachhouses 154, 155, 156 and 157 are located on the second floor of Building 17; Beachhouses 158, 159 and 160 are located on the first floor of Building 18; Beachhouses 161, 162 and 163 are located on the second floor of Building 18; Beachhouses 164, 165 and 166 are located in Building 19; Beachhouses 167, 168 and 169 are located on the first floor of Building 20; Beachhouses 170, 171 and 172 are located on the second floor of Building 20; Beachhouses 173, 174, 175 and 176 are located on the first floor of Building 21; Beachhouses 177, 178, 179 and 180 are located on the second floor of Building 21; Beachhouses 181, 182 and 183 are located on the first floor of Building 22; Beachhouses 184, 185 and 186 are located on the second floor of Building 22; Beachhouses 187 and 189 are located on the first and second floors of Building 23; Beachhouse 188 is on the first floor of Building 23; Beachhouse 190 is on the second floor of Building 23; Beachhouses 191, 192 and 193 are on the first floor of Building 24; Beachhouses 194, 195 and 196 are on the second floor of Building 24; Beachhouses 197, 198, 199 and 200 are located in Building 25. Beachhouse 201 is located in Building 26.

(c) The beachhouses are constructed according to three (3) different floor plans. Each contains the number of rooms and approximately floor area according to its respective floor plan, which constitutes a part of said project plan, as follows:

(1) Beachhouses 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 65, 67, 68, 69, 70, 71, 72, 73, 75, 77, 79, 80, 82, 83, 84, 85, 87, 88, 89, 91, 92, 93, 94, 96, 97, 98, 99, 101, 102, 103, 104, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 117, 118, 119, 120, 122, 123, 124, 125, 127, 128, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 141, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160,

161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 185, 186, 188, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, and 200 each contains 1 bedroom, a bathroom, a living area, dining area, kitchen, storage closet, an entry lanai and a lanai, with a total floor area of approximately 880 square feet, including the lanais.

(2) Beachhouses 64, 66, 74, 76, 78, 81, 90, 95, 100, 105, 116, 121, 126, 129, 140, 142, 187 and 189 are 2-story apartments, and each contains 2 bedrooms, 2 bathrooms, an entry lanai and a lanai on the lower floor, and a living area, dining area, kitchen and deck on the upper floor, with a total area of approximately 1,584 square feet, including the lanais and deck.

(3) Beachhouse 201 is a 1-story apartment containing 6 rooms, 2 bathrooms, 1 kitchen and a lanai, with a total floor area of approximately 3,979 square feet, including the lanai.

(d) Each of the beachhouses has immediate access to the grounds of the project and walkways connecting the building in which it is located to the Street entrance and parking areas of the project.

(e) The respective beachhouses shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each beachhouse or any pipes, wires, conduits or other utilities or service lines running through such beachhouses which are utilized for or serve more than one beachhouse, the same being deemed common elements as hereinafter provided. Each beachhouse shall be deemed to include all the walls and partitions which are not load bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors, ceilings, doors and door frames, windows and window frames, the exterior air space bounded by the interior of the lanai railing, and all fixtures originally installed, including a built-in range and oven, refrigerator, dishwasher, sink and water heater.

SPECIAL NOTE: Developer advises that it is constructing on adjacent land a private sewage treatment plant which will provide sewage disposal services for the beachhouses comprising said Project. The owners of such beachhouses will be charged a reasonable user fee for said sewer service.

COMMON ELEMENTS. The Declaration designates one freehold estate in all remaining portions of the project, therein called the "common elements", including specifically but not limited to:

1. Said land in fee simple;
2. All foundations, columns, beams, supports, load-bearing walls, roofs, chases, entry halls, stairs, walkways, entrances and exits of the buildings of the project;
3. All yards, grounds, landscaping, refuse and service areas, and trash disposal equipment;
4. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant trans-

mission facilities and installations over, under and across the project which serve more than one beachhouse for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any;

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

LIMITED COMMON ELEMENTS: The Declaration states that the project contains no limited common elements.

INTEREST TO BE CONVEYED TO PURCHASERS: The Declaration states that each apartment shall have appurtenant thereto an undivided 1/172 fractional interest in the common elements of the project. Such interest is hereby defined and referred to herein as the "common interest". The proportionate shares of the profits and common expenses of the project and the proportionate representation for voting purposes in the Association of Apartment Owners of the project, shall be in said fractional interest for each apartment.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that the apartments shall be occupied and used as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests, including resort hotel use and for no other purpose; provided, however, that Beachhouse No. 201 may be used for a sales, rental and management office.

SPECIAL NOTE: RECIPROCAL USE OF GROUNDS OF PROJECT: Purchaser's attention is directed to Paragraph "O" of the Declaration wherein it is stated that the Developer has developed twenty-nine (29) apartments on land contiguous to the site of the project and that said twenty-nine (29) apartments have and shall have the right appurtenant thereto to use all of the common elements of the project hereby created, and the apartments of the project hereby created shall have the same right to use all of the common elements of the said 29 apartments, excluding, however, such as shall be located within the buildings of the project to the same extent and subject to the same limitations as are imposed upon an apartment of the project hereby constituted and the project containing the said 29 apartments. It is understood and agreed that such right to use the common elements shall be in the nature of an easement and each person upon whom the Declaration is binding agrees, and shall agree, by the mere acquisition, rental or occupancy of any apartment of the project to be bound thereby.

NOTE: Developer advises that by means of a non-exclusive license by and between Developer and Kiahuna Beach Houses, Ltd., all persons staying in Kiahuna (Phase II) beachhouses, and all persons staying in Kiahuna (Phase I) beachhouses, if the owner thereof has become a Limited Partner in said Kiahuna Beach Houses, Ltd., may use and enjoy the recreational facilities of the Kiahuna Tennis Club during the period of their stay.

OWNERSHIP OF TITLE: The Developer in its Notice of Intention represents that the owners of the fee simple title to the property committed to the project are First Hawaiian Bank and Valdemar L'Orange Knudsen as Trustees under Deed of Trust of Eric A. Knudsen, dated April 30, 1922 and Bishop Trust Company, Limited as Trustee under Deed of Trust of Augustus F. Knudsen, dated December 22, 1924. The Developer has arranged for the issuance by the owners of individual apartment leases to purchasers of apartments.

ENCUMBRANCES AGAINST TITLE: A Preliminary Report dated June 3, 1974, issued by First American Title Company of Hawaii, Inc., as submitted to the Commission, provides that the following are encumbrances against title to the property:

1. Designation of Easements A, B, C, D, E, H and J, as shown on Map 1 filed with Land Court Consolidation No. 125, and Easement K, as shown on Map 2, filed with Land Court Consolidation No. 125 (as to Parcel A).
2. Grant dated May 28, 1962, filed as Land Court Document No. 292520 in favor of the County of Kauai, granting easement to maintain, etc., an underground water pipeline (as to Parcel A).
3. Designation of Easement 2, as shown on Map 35, as set forth by Land Court Order No. 27140, filed June 8, 1967 (as to Parcel A).
4. Grant dated July 19, 1968, filed as Land Court Document No. 464369 in favor of Hawaiian Telephone Company and Kauai Electric Company, Limited, granting easement for utility purposes over Easement 2 (as to Parcel A).
5. Decree in Land Court Application No. 1801 does not and shall not be deemed to adjudicate and shall be without prejudice to any of the claims of Grove Farm Company, Limited to water or water rights with respect to a portion of Lot 1-A of the land therein registered, which claims have been theretofore made by said Grove Farm Company, Limited in its answer filed in Land Court Application No. 1801 (as to Parcel A).
6. Delineation of water line easement (15 feet wide), as shown on Map 39, as set forth by Land Court Order No. 28573, filed May 28, 1968 (as to Parcel A).
7. Grant dated September 4, 1968, filed as aforesaid as Document No. 550710 in favor of the County of Kauai, granting easement over water line easement. Consent given by instrument filed as Land Court Document No. 550711 (as to Parcel A).
8. A reservation of all mineral and metallic mines of every description in favor of the Hawaiian Government so far as that portion of Lot 1 is concerned that originally was a part of Land Court Application No. 1801 (as to Parcel A).

9. As to the portion of the land bordering on the ocean:

(a) The effect of the decision by the Supreme Court of Hawaii in the case of Application of Ashford (1968) 50 H.314, 440 P.2d 76.

(b) The effect of Sections 205-31 to 205-37, inclusive, Hawaii Revised Statutes, as now or hereafter amended.

10. Decree filed as Land Court Document No. 135050 which stipulates that Carl E. Schimmelfenning, Petitioner in Equity No. 144 and occupant of R. P. 7269, L. C. A. 3606 "is entitled to receive water from the Konohiki of the Ahupuaa of Koloa in a constant stream 24 hours a day in the amount of 45,000 gallons per day" (as to Parcel B).

11. Delineation of Easement X over and across Lot 9-A-2, as shown on Map 44, as set forth by Land Court Order No. 35113, filed May 16, 1972 (as to Parcel B).

12. Delineation of water line easement (15 feet wide), over and across Lot 9-A-2, as shown on Map 39, as set forth by Land Court Order No. 28573, filed May 28, 1968 (as to Parcel B).

13. Grant dated September 4, 1968, filed as Land Court Document No. 550710, in favor of the County of Kauai, granting easement over water line easement over Lot 9-A-2. Consent thereto filed as Document No. 550711 (as to Parcel B).

14. The terms and provisions of that certain Lease dated June 18, 1974, made by and between First Hawaiian Bank, a Hawaii corporation, Valdemar L'Orange Knudsen, (Trustees under Deed of Trust dated April 30, 1922, recorded in said Bureau in Liber 639, Page 326), and Bishop Trust Company, Limited, (Trustee under Deed of Trust dated December 22, 1924, recorded in said Bureau in Liber 759, Page 399), "Lessor", and Moana Corporation, a California corporation, "Lessee", filed in said Office as Document No. 688893, for a term of 76 years from April 15, 1974, which said lease was assigned to Moana/Kauai Corporation by instrument dated July 15, 1974, filed as aforesaid as Document No. 690978.

15. For any Real Property Taxes that may be due and owing and a lien on said lands, reference is hereby made to the Office of the Tax Assessor of the District in which said land is situated.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated March 18, 1974, between First American Title Company of Hawaii, Inc., as "Escrow", and Moana/Kauai Corporation, as "Seller", has been filed with the Commission. On examination, the executed Escrow Agreement, as well as the specimen Purchase and Subscription Agreement, filed with the Commission is found to be in compliance with Chapter 514, Hawaii Revised Statutes, and specifically, Section 514-35 and 514-36 through 514-40, Hawaii Revised Statutes. Among other provisions, the executed Escrow Agreement states that a purchaser shall

be entitled to a refund of his funds, and Escrow shall pay said funds to said purchaser, without interest, and less Escrow's \$10.00 cancellation fee, if purchaser shall in writing request refund of his funds and any one of the following shall have occurred: (1) Escrow receives a written request from the Developer to return to purchaser the funds of such purchaser then held hereunder; or (2) if the request is prior to the time the Final Public Report is issued, or if after such time, the Final Report differs in any material respect from the Preliminary Report, unless the purchaser has been given written approval or acceptance of the differences; or (3) if the Final Report is not issued within one year from the date of issuance of the Preliminary Report. It is incumbent on the purchaser and prospective purchaser to read and understand the Escrow Agreement before signing the Purchase and Subscription Agreement, since the Escrow Agreement prescribes the procedure for receiving and disbursing purchasers' funds. The specimen sales agreement specifically provides that the purchaser approve said Escrow Agreement and assume the benefits and obligations therein provided.

NOTE: Developer advises that the Purchase and Subscription Agreement to be used in connection with this project provides that each purchaser of a beachhouse will be required to subscribe to and become a Limited Partner in Kiahuna Beach Houses, Ltd., a limited partnership, to be organized for the purpose of operating the beachhouses as rental accommodations. In addition, the owners of the twenty-nine (29) beachhouses in Kiahuna (Phase I) will be offered the option to become a Limited Partner in Kiahuna Beach Houses, Ltd.

The purchaser and prospective purchaser is advised to read with care the agreement of Limited Partnership of Kiahuna Beach Houses, Ltd. which provides in part:


"A Limited Partner (including his family, friends and guests) may occupy his beachhouse(s) rent-free (including maid and linen service) for one or more periods each of at least three (3) days duration aggregating no more than thirty (30) days out of each calendar year, provided that he reserves his beachhouse(s) ninety (90) days in advance, and that the beachhouse(s) has not been rented for the period requested. If a Limited Partner does not use his full thirty (30) days period of rent-free occupancy during any one calendar year, the unused balance may be carried over to the following year."

MANAGEMENT OF THE PROJECT: The Declaration and the By-Laws which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible managing agent. The initial managing agent will be Moana/Kauai Corporation, the Developer.

STATUS OF PROJECT: The Developer has entered into a contract for construction of the project with Haas and Haynie Corp. The construction contract, dated February 1, 1974, has been submitted to the Commission and constitutes a part of this registration. Construction of the project commenced on December 15, 1973 and Developer estimates that construction of the project will be completed on May 15, 1975.

The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted June 21, 1974.

This is a FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION NO. 698 filed with the Commission on June 21, 1974. This report when reproduced shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be white.


(for) DOUGLAS R. SODEVANI, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Department of Taxation
Bureau of Conveyances
Planning Commission, County of Kauai
Federal Housing Administration
Escrow Agent

REGISTRATION NO. 698
JULY 22, 1974