

**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

THE LILIKOI  
Moanalua, Honolulu, Hawaii

REGISTRATION NO. 716

**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: September 16, 1974  
Expires: October 16, 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 FILED SEPTEMBER 6, 1974. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514, HAWAII REVISED STATUTES.

1. THE LILIKOI is a leasehold condominium project consisting of one (1) building, without a basement. There are a total of seventy-five (75) residential apartments, fifteen (15) parking apartments and eighty (80) parking spaces.

2. Materials. The principal materials used in the construction of the building are concrete, glass, concrete block and aluminum.

5. 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.

4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners 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 executed September 3, 1974, with By-Laws attached was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 695086.

The approved Floor Plans showing the layout, location, apartment numbers, etc., have been designated Condominium Map No. 226.

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

6. 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 Regime.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, September 16, 1974, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the period of this report.

8. This Final Public Report is made a part of registration on THE LILIKOI condominium project. The Developer has the responsibility of placing a true copy of the Final Public Report (white paper stock) in the hands of all purchasers. Securing a signed copy of the Receipt for the Final Horizontal Property Regime Public Report from each purchaser is also the responsibility of the Developer.

9. THE LILIKOI is a leasehold condominium project and the purchaser will secure a Condominium Conveyance Document, being a combined Apartment Deed (conveying an apartment together with an appurtenant common interest in the common elements of the building) and Ground Lease (demising an undivided percentage interest in the lands of the Project).

NOTE: Purchasers are advised to study with care the provisions of the "SURRENDER" clause contained in the specimen Condominium Conveyance Document.

NAME OF PROJECT: THE LILIKOI.

LOCATION. The 31,099 square feet, more or less, is located at Ala Lilikoi and Ala Ilima Streets, Honolulu, Hawaii.

TAX MAP KEY: First Division: 1-1-59-21.

ZONING: A-3

DEVELOPER: Lilikoi Associates, a Hawaii limited partnership, 2801 Coconut Avenue, Apt. 1-A, Honolulu, Hawaii, Telephone: 923-4705; General Partners: Michael Marshall Ross, 2801 Coconut Avenue, Apt. 1-A, Honolulu, Hawaii and Dean S. Ross, 1710 Punahou Street, Honolulu, Hawaii; Limited Partner: R. S. Ellsworth, Inc., Room 562, Alexander Young Building, Honolulu, Hawaii.

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

DESCRIPTION: The said Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a leasehold project consisting of one seven (7) story building, without a basement, containing a total of seventy-five (75) residential apartments and fifteen (15) parking apartments.

Fifteen (15) apartments are located on the third floor, being Apartment Nos. 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314 and 315.

Fifteen (15) apartments are located on the fourth floor, being Apartment Nos. 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414 and 415.

Fifteen (15) apartments are located on the fifth floor, being Apartment Nos. 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514 and 515.

Fifteen (15) apartments are located on the sixth floor, being Apartment Nos. 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614 and 615.

Fifteen (15) apartments are located on the seventh floor, being Apartment Nos. 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714 and 715.

Four (4) parking apartments are located on the grounds of the project, being Apartment Nos. 87, 88, 89 and 90.

Eight (8) parking apartments are located on the ground level, being Apartment Nos. 11, 12, 24, 36, 37, 38, 39 and 40.

Three (3) parking apartments are located on the second floor, being Apartment Nos. 51, 52 and 68.

Each residential apartment contains the number of rooms, the approximate floor area and appurtenant common interest,

and each parking apartment contains the approximate floor area and appurtenant common interest, according to the Declaration and Condominium Map submitted by Developer as follows:

UNIT "A":

Thirty-five (35) apartments, being Nos. 301, 304, 305, 309, 310, 312, 315, 401, 404, 405, 409, 410, 412, 415, 501, 504, 505, 509, 510, 512, 515, 601, 604, 605, 609, 610, 612, 615, 701, 704, 705, 709, 710, 712 and 715, each consist of five (5) rooms, including a living room, a bedroom, a bathroom, a laundry room, a kitchen and a lanai; each of these apartments contains a floor area of approximately 759 square feet, including the lanai of approximately 179 square feet. Each of these apartments has an appurtenant common interest of 1.2766 percent (1.2766%).

UNIT "B":

Thirty (30) apartments, being Nos. 302, 303, 307, 311, 313, 314, 402, 403, 407, 411, 413, 414, 502, 503, 507, 511, 513, 514, 602, 603, 607, 611, 613, 614, 702, 703, 707, 711, 713 and 714, each consist of five (5) rooms, including a living room, a bedroom, a bathroom, a laundry room, a kitchen and a lanai; each of these apartments contains a floor area of approximately 772 square feet, including the lanai of approximately 179 square feet. Each of the apartments has an appurtenant common interest of 1.2984 percent (1.2984%).

UNIT "E":

Five (5) apartments, being Nos. 306, 406, 506, 606 and 706, each consist of seven (7) rooms, including a living room, two (2) bedrooms, two (2) bathrooms, a laundry room, a kitchen and a lanai; each of these apartments contains a floor area of approximately 1,116 square feet, including the lanai of approximately 260 square feet. Each of the apartments has an appurtenant common interest of 1.8770 percent (1.8770%).

UNIT "F":

Five (5) apartments, being Nos. 308, 408, 508, 608 and 708, each consist of five (5) rooms, including a living room, a bedroom, a bathroom, a laundry room, a kitchen and a lanai; each of these apartments contains a floor area of approximately 811 square feet, including the lanai of approximately 179 square feet. Each of these apartments has an appurtenant common interest of 1.3814 percent (1.3814%).

PARKING APARTMENTS:

Eleven (11) apartments, being Apartment Nos. 24, 36, 37, 38, 39, 40, 68, 87, 88, 89 and 90, each consist of a space approximately eight and one-half (8-1/2) feet by nineteen (19) feet, as delineated by perimeter lines on the condominium map, containing approximately 161.5 square feet. Each of these apartments has an appurtenant common interest of .0050 percent (.0050%).

Four (4) apartments, being Apartment Nos. 11, 12, 51 and 52, each consist of a space approximately seven and one-half (7-1/2) feet by sixteen (16) feet, as delineated by perimeter lines on the condominium map, containing approximately 120 square feet. Each of these apartments has an appurtenant common interest of .0050 percent (.0050%).

Each residential apartment has immediate access to a corridor which leads to two (2) stairways and two (2) elevators, each stairway and elevator leading to the grounds of the Project.

Each parking apartment has immediate access to the grounds of the Project or to parking areas and ramps leading to the grounds of the Project.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floor, or ground, and ceilings surrounding each apartment, or any pipes, wires, conduits, or other utilities or service lines running through such apartments which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each residential apartment shall be deemed to include all the walls and partitions which are not load bearing within its perimeter or party walls, the inner decorated or finished surfaces of all walls, floors and ceilings, doors and door frames, windows and window frames, the lanai air space, and all fixtures originally installed therein.

NOTE: The said Declaration provides that the owners of certain apartments shall have the right to alter the floor plans and the common interests of their respective apartments solely by the amendment of their respective Condominium Conveyance Documents and an amendment to the Declaration, such amendments to be executed solely by the respective apartment owners of such apartments and Developer, provided that such amendments shall be effective only upon the filing of the same in the Office of the Assistant Registrar of the Land Court of the State of Hawaii. Such amendments shall set forth the new unit type of, and the new common interest appurtenant to, each apartment involved, and need not include a complete set of floor plans of the Project as so altered. Such amendments shall also include the consent thereto of the holder of any recorded mortgage of the apartments involved. Such alteration of the floor plans of such apartments shall be subject to the prior approval of the Board of Directors and of the appropriate agencies of the State of Hawaii and the City and County of Honolulu and shall only be in accordance with the alternate floor plans of such unit types contained in the Condominium Map of the Project. The following apartments may, pursuant to the provisions of the Declaration, alter their floor plans and common interests:

1. An apartment whose number ends with "01" (Unit Type "A") and an apartment whose number ends with "03" (Unit Type "B") may together alter their floor plans, such that after alteration the apartment whose number ends with "01" shall be

a Unit Type "D" and the apartment whose number ends with "03" shall be Unit Type "C".

2. An apartment whose number ends with "02" (Unit Type "B") and an apartment whose number ends with "04" (Unit Type "A") may together alter their floor plans, such that after the alteration the apartment whose number ends with "02" shall be a Unit Type "C" and the apartment whose number ends with "04" shall be Unit Type "D".

3. An apartment whose number ends with "05" (Unit Type "A") and an apartment whose number ends with "07" (Unit Type "B") may together alter their floor plans, such that after alteration the apartment whose number ends with "05" shall be a Unit Type "D" and the apartment whose number ends with "07" shall be a Unit Type "C".

4. An apartment whose number ends with "08" (Unit Type "F") and an apartment whose number ends with "10" (Unit Type "A") may together alter their floor plans, such that after alteration the apartment whose number ends with "08" shall be a Unit Type "G" and the apartment whose number ends with "10" shall be a Unit Type "H".

5. An apartment whose number ends with "09" (Unit Type "A") and an apartment whose number ends with "11" (Unit Type "B") may together alter their floor plans, such that after alteration the apartment whose number ends with "09" shall be a Unit Type "D" and the apartment whose number ends with "11" shall be a Unit Type "C".

6. An apartment whose number ends with "12" (Unit Type "A") and an apartment whose number ends with "14" (Unit Type "B") may together alter their floor plans, such that after alteration the apartment whose number ends with "12" shall be a Unit Type "D" and the apartment whose number ends with "14" shall be a Unit Type "C".

7. An apartment whose number ends with "13" (Unit Type "B") and an apartment whose number ends with "15" (Unit Type "A") may together alter their floor plans, such that after alteration the apartment whose number ends with "13" shall be a Unit Type "C" and the apartment whose number ends with "15" shall be a Unit Type "D".

8. Any apartment with a floor plan of Unit Type "A" and any apartment with a floor plan of Unit Type "B" which together may alter their floor plans to Unit Type "D" and Unit Type "C" respectively under the provisions of the Declaration, may together alter their floor plans such that after alteration the two apartments together shall constitute one apartment of Unit Type "I".

9. Any apartment with a floor plan of Unit Type "A" and any apartment with a floor plan of Unit Type "F" which together may alter their floor plans to Unit Type "H" and Unit Type "G" respectively under the provisions of the Declaration, may together alter their floor plans such that

after alteration the two apartments together shall constitute one apartment of Unit Type "J".

10. At any time the owner of an apartment with a floor plan of Unit Type "I" may alter the floor plans of such apartment, such that after such alteration the apartment shall consist of two apartments; the apartment that originally had a floor plan of Unit Type "A" as set forth in the Declaration shall be a Unit Type "D" and the apartment that originally had a floor plan of Unit Type "B" as set forth in the Declaration shall be a Unit Type "C".

11. At any time the owner of an apartment with a floor plan of Unit Type "J" may alter the floor plans of such apartment, such that after such alteration the apartment shall consist of two apartments; the apartment that originally had a floor plan of Unit Type "A" as set forth in the Declaration shall be a Unit Type "H", and the apartment that originally had a floor plan of Unit Type "F" as set forth in the Declaration shall be a Unit Type "G".

12. Any two apartments which together altered their floor plans to Unit Type "D" and Unit Type "C" under the provisions of the Declaration, may at any time together alter their floor plans such that after alteration the two apartments together shall constitute one apartment of Unit Type "I".

13. Any two apartments which together altered their floor plans to Unit Type "H" and Unit Type "G" under the provisions of the Declaration, may at any time together alter their floor plans such that after alteration the two apartments together shall constitute one apartment of Unit Type "J".

14. A description of the floor plans for Unit Type "C", Unit Type "D", Unit Type "G", Unit Type "H", Unit Type "I" and Unit Type "J" apartments, designating the layout, number of rooms and approximate area thereof, and the common interest of each of the altered apartments is as follows:

UNIT "C":

Altered apartments of this type shall each consist of four (4) rooms, including a living room, a bathroom, a laundry room, a kitchen and a lanai; each of these apartments shall contain a floor area of approximately 510 square feet, including the lanai of approximately 95 square feet. Each of these apartments shall have an appurtenant common interest of .8583 percent (.8583%).

UNIT "D":

Altered apartments of this type shall each consist of six (6) rooms, including a living room, a bathroom, a laundry room, two (2) bedrooms, a kitchen and a lanai; each of these apartments shall contain a floor area of approximately 1,020 square feet, including the lanai of approximately 262 square feet. Each of these apartments shall have an appurtenant common

interest of 1.7167 percent (1.7167%).

UNIT "G":

Altered apartments of this type shall each consist of six (6) rooms, including a living-dining room, a bathroom, a laundry room, a kitchen, two (2) bedrooms and a lanai; each of these apartments shall contain a floor area of approximately 1,063 square feet, including the lanai of approximately 260 square feet. Each of these apartments shall have an appurtenant common interest of 1.7997 percent (1.7997%).

UNIT "H":

Altered apartments of this type shall each consist of four (4) rooms, including a living room, a bathroom, a laundry room, a kitchen and a lanai; each of these apartments shall contain a floor area of approximately 510 square feet, including the lanai of approximately 95 square feet. Each of these apartments shall have an appurtenant common interest of .8583 percent (.8583%).

UNIT "I":

Altered apartments of this type shall each consist of eight (8) rooms, including a living room, two (2) bathrooms, a laundry room, three (3) bedrooms, a kitchen and a lanai; each of these apartments shall contain a floor area of approximately 1,530 square feet, including the lanai of approximately 357 square feet. Each of these apartments shall have an appurtenant common interest of 2.5750 percent (2.5750%).

UNIT "J":

Altered apartments of this type shall each consist of eight (8) rooms, including a living room, two (2) bathrooms, a laundry room, three (3) bedrooms, a kitchen and a lanai; each of these apartments shall contain a floor area of approximately 1,579 square feet, including the lanai of approximately 357 square feet. Each of these apartments shall have an appurtenant common interest of 2.6580 percent (2.6580%).

15. At any time subsequent to the alteration of the floor plans of any of the apartments, as aforesaid, the owners of any two apartments, which together were so altered, may re-alter the floor plans of their respective apartments to the original floor plans thereof as set forth in the Declaration. Upon such re-alteration of the floor plans of the respective apartments, the common interests of such apartments shall be as set forth in the Declaration. Such re-alteration of the floor plans and the common interests of such apartments shall be by the amendment of the respective Condominium Conveyance Documents covering such apartments and an amendment to the Declaration, such amendments to be executed solely by the respective apartment owners of such apartments and Developer, provided that such amendments shall be effective



only upon the filing of the same in the Office of the Assistant Registrar of the Land Court of the State of Hawaii. Such amendments shall set forth the new unit type of, and the new common interest appurtenant to, each apartment involved, and need not include a complete set of floor plans of the Project as so altered. Such amendments shall also include the consent thereto of the holder of any recorded mortgage of the apartments involved. Such re-alteration of the floor plans of such apartments shall be subject to the prior approval of the Board of Directors and of the appropriate agencies of the State of Hawaii and the City and County of Honolulu and shall only be in accordance with the original floor plans of such apartments contained in the Condominium Map of the Project. The re-alteration of the floor plans and common interests of such apartments as aforesaid shall in no way bar the subsequent alteration of the floor plans and common interests of such apartments pursuant to the provisions of the Declaration.

16. Before commencing or permitting construction on any such alteration or re-alteration of the apartments, the respective apartments owners involved shall obtain and deposit with the Developer a bond or certificate thereof, naming the Developer as obligee, in a penal sum of not less than one hundred percent (100%) of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing performance of such construction free and clear of all mechanics' and materialmen's liens and all claims in lieu of mechanics' and materialmen's liens arising under Section 514-9 of the Hawaii Revised Statutes.

COMMON ELEMENTS: One freehold estate is designated in all of the remaining portions of the Project, herein called "common elements", including specifically but not limited to:

1. The land in fee simple;
2. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, elevators, walkways, entrances and exits of said building;
3. All yards, grounds and landscaping;
4. All parking areas;
5. Pool;
6. Two (2) saunas; and
7. All pipes, cables, conduits, ducts, electrical equipment, wiring 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, gas, water, sewer, telephone and television signal distribution, if any.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are designated

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

One or more parking spaces, each of which is designated on the condominium map by a number, which number or numbers are also set forth opposite to the number of each of the respective apartments in Exhibit "D" attached to the proposed Declaration, shall be appurtenant to and for the exclusive use of each such apartment, as follows:

<u>Apartment No.</u>	<u>Parking Stall No.</u>	<u>Apartment No.</u>	<u>Parking Stall No.</u>
301	2	413	27
302	1	414	26
303	10	415	25
304	9	501	23
305	8	502	3
306	7	503	50
307	6	504	49
308	5	505	48
309	4	506	47
310	31	507	46
311	32	508	45
312	33	509	44
313	22	510	43
314	34	511	42
315	35	512	41
401	13	513	86
402	14	514	85
403	15	515	84
404	16	601	53
405	17	602	54
406	18	603	55
407	19	604	56
408	20	605	57
409	21	606	58
410	30	607	59
411	29	608	60
412	28	609	61

<u>Apartment No.</u>	<u>Parking Stall No.</u>	<u>Apartment No.</u>	<u>Parking Stall No.</u>
610	62	706	82
611	63	707	83
612	64	708	69
613	65	709	70
614	66	710	71
615	67	711	72
701	77	712	73
702	78	713	74
703	79	714	75, 91, 92, 93, 94 and 95
704	80	715	76
705	81		

INTEREST TO BE CONVEYED TO PURCHASERS: Documents filed with the Real Estate Commission indicate that the purchaser will secure a Condominium Conveyance Document, conveying an apartment and an undivided percentage interest in the common elements of the building of the Project and demising the same undivided percentage interest in the lands of the Project, as set forth above. This same percentage interest for each apartment shall be used in determining each purchaser's proportionate share of all common profits and expenses of the Project and shall be used for all other purposes including determining the proportionate representation for voting purposes in the Association of Apartment Owners of the Project.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that the residential apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. The parking apartments may only be used as a parking place for a motor vehicle. The apartments may not be used for any other purpose unless consent of the Lessor under the ground lease and the Board of Directors is secured. The owners of the respective apartments shall have the absolute right to lease the same subject to the limitations, restrictions, covenants and conditions of the Declaration.

OWNERSHIP OF TITLE: The Developer represents that it is the Owner of the fee simple title to the property committed to the

Project, said property having been conveyed to the Developer by Deed dated April 23, 1974, and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 678538. The individual Condominium Conveyance Documents to be issued to the purchasers will be executed by the Developer, as the grantor under the apartment deed, and as the lessor under the ground lease.

ENCUMBRANCES AGAINST TITLE: Policy of Title Insurance dated May 22, 1974, and a Lien Letter Report dated July 11, 1974, both issued by Security Title Corporation, as submitted to the Commission provides that the following are encumbrances against the title to the property:

1. For any taxes that may be due and owing and a lien on the land, reference is hereby made to the Office of the Tax Assessor of the First Division.
2. Declaration dated October 16, 1967, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 429467, as amended by Land Court Documents Numbered 432374 and 432899, to which reference is hereby made.
3. Mortgage dated May 2, 1974, filed as aforesaid as Document No. 678539, in favor of AMFAC FINANCIAL CORP., a Hawaii corporation, to secure the repayment of the sum of \$2,650,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note therein referred to.
4. Undated Financing Statement recorded in the Bureau of Conveyances of the State of Hawaii in Liber 9877, Page 128, in favor of AMFAC FINANCIAL CORP., a Hawaii corporation.
5. "EXCEPTING AND RESERVING THEREFROM unto the Trustees under the Will and of the Estate of Samuel M. Damon, deceased, all artesian and other underground water and rights thereto appurtenant to said premises, as reserved in Deed dated October 7, 1965, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 372554; said Trustees released all right to enter upon the surface of lands to exercise said exception and reservation in Document No. 372554 including any rights of ingress and egress upon said lands by Release dated October 12, 1965, filed in said Office of the Assistant Registrar as Document No. 372562."

NOTE: The Developer informs the Commission that it proposes to grant various utility easements across certain portions of the lands of the project for electricity, telephone, gas, water, sewer and drainage purposes.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated April 5, 1974, between Hawaii Escrow & Title, Inc., as Escrow, and Developer has been filed with the Commission. On examination, the executed Escrow Agreement filed with the Commission is found to be in compliance with Chapter 514, Hawaii

Revised Statutes, and particularly Sections 514-36 through 514-40, H.R.S. 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, if purchaser shall in writing request refunds of his funds and any one of the following shall have occurred:

1. Escrow receives a written request from Developer to return to purchaser the funds of such purchaser then held under the Escrow Agreement by Escrow; or

2. If a purchaser's funds were obtained prior to the issuance of a Final Public Report and if there is any change in the condominium plans, subsequent to the execution of purchaser's sales contract, requiring the approval of a County officer having jurisdiction over the issuance of permits for construction of buildings, unless the purchaser has given written approval or acceptance of the specific change; or

3. If a purchaser's funds were obtained prior to the issuance of a Final Public Report and the request is prior to the time the Final Public Report is issued; or

4. If the Final Public Report differs in any material respect from the Preliminary Public Report, unless the purchaser has given written approval or acceptance of the difference; or

5. If the Final Public Report is not issued within one (1) year of the date of issuance of the Preliminary Public Report.

NOTE: The specimen sales agreement states that in the event less than thirty-eight (38) residential apartment units are sold prior to December 31, 1974, Developer may at its option cancel this contract and refund all moneys to buyers, without interest, and less Escrow's cancellation fee. The specimen sales agreement also provides:

"In the event development and construction of the project is delayed due to governmental restrictions or regulations enacted after the date of this Agreement, or by occurrence of a contingency, the non-occurrence of which was a basic assumption on which this agreement was made, and Seller determines that increases in development and construction costs because of such delay require increases in Apartment sales prices to maintain financial feasibility of the project, then in any such event Seller may at its option terminate this agreement and cause Escrow to refund to Buyer all monies paid, without interest, and less Escrow's cancellation fee, and Seller shall be released from all liability hereunder, provided, however, that Seller shall offer to Buyer the first right to execute a new reservation agreement in a form similar hereto at the increased apartment unit price."

NOTE: The specimen sales agreement includes a provision under which the purchaser agrees that until the Developer has closed out the sale of all of the apartments in the Project, or until October 31, 1975, whichever shall first occur, the purchaser will not enter into an agreement with any owner of another apartment in the Project and/or any third party under which the purchaser agrees to share expenses and/or rentals of apartments in the Project, and that this agreement of the purchaser shall survive the issuance to the purchaser of the apartment lease demising the premises and shall bind the purchaser's heirs, executors, administrators, successors and assigns during the term thereof.

It is incumbent of the purchaser and prospective purchaser to read and understand the Escrow Agreement before signing the Sales Agreement since the Escrow Agreement prescribes the procedure for receiving and disbursing the purchaser's funds. The specimen sales agreement specifically provides that the purchaser approve said Escrow Agreement and assume the benefits and obligations therein provided. Purchasers and prospective purchasers are advised to read with care the provisions of the sales agreement.

MANAGEMENT OF THE PROJECT: 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 Developer has selected as initial managing agent: Reliance Realty & Management, 1661 Kapiolani Boulevard, Honolulu, Hawaii.

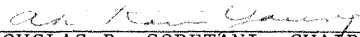
NOTE: Developer advises that no representation or references will be made to either purchasers or prospective purchasers concerning rental of the apartment, income from the apartment or any other economic benefit to be derived from the rental of the apartment, including but not limited to, any reference or representation to the effect that Developer or the Managing Agent of the Project will provide, directly or indirectly, any services relating to the rental or sale of the apartment. Rental of the apartments and the provisions of management services in connection therewith is and shall be the sole responsibility of the purchaser.

STATUS OF PROJECT: The developer advises that construction of the Project began on May 10, 1974.

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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 September 6, 1974.

This is a FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION NO. 716 filed with the Commission September 6, 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  
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REGISTRATION NO. 716  
SEPTEMBER 16, 1974