

# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

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

## PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on  
HOKULOA (INCREMENT C)

Hui Iwa Street and Hui Iwa Place  
Kahaluu, Oahu, Hawaii

REGISTRATION NO. 900

### **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 but may only take reservations therefore after

- (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: March 18, 1977  
Expires: April 18, 1978

#### SPECIAL ATTENTION

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

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED FEBRUARY 10, 1977, AND INFORMATION SUBSEQUENTLY FILED AS OF MARCH 15, 1977. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT AND AMENDMENTS THERETO, CHAPTER 514, HAWAII REVISED STATUTES.

1. HOKULOA is a proposed fee simple condominium to consist of townhouse apartments contained in separate buildings in a cluster arrangement. The project is presently scheduled to be developed in three increments and will ultimately comprise an estimated 362 condominium apartments. Each building will contain two or more two-story apartments.

This Preliminary Public Report covers Increment C of the Hokuloa project. In Increment C there will be 150 apartments located in 33 separate buildings.

Increment A (120 apartments) and Increment B (92 apartments) have been completed and reference is made to Registration Nos. 482 and 575 respectively.

2. This Preliminary Public Report is made a part of the registration on Increment C of the HOKULOA condominium project.

The Developer is held responsible for placing a true copy of this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers.

Securing a signed copy of the Receipt for Horizontal Property Regime Preliminary Public Report from each purchaser and prospective purchaser is also the responsibility of the Developer.

3. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the issuance of this Preliminary Public Report.
4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Owners, and a copy of the approved Floor Plans) have been filed in the Office of the recording officer, although a proposed amendment to the Declaration and Plans relating to Increment C of Hokuloa has not yet been filed.

The Declaration of Horizontal Property Regime, with By-Laws of Association of Owners dated March 8, 1973, was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 626684. The Declaration was amended by amendments dated June 8, 1973, August 10, 1973, October 3, 1973 and December 30, 1974, filed in said Office as Documents No. 633472, 645958, 652895 and 707489 respectively.

NOTE: The By-Laws for HOKULOA were adopted on March 8, 1973, and as such do not contain certain provisions which Act 239 of the Session Laws of 1976 requires in new condominium projects.

The Assistant Registrar has designated Condominium Map No. 163 to the project.

5. No advertising and promotional matter has been submitted 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 Chapter 514, Hawaii Revised Statutes, and the condominium Rules and Regulations which relate to Horizontal Property Regimes.
7. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, March 18, 1977, unless a Final or Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: HOKULOA (INCREMENT C)

LOCATION: The 48.161 acres of fee simple land to be committed to the Horizontal Property Regime consists presently of three separate lots situated makai of Kahekili Highway in the City and County of Honolulu, State of Hawaii, being Lot 173, area 17.537 acres, and Lot 177, area 8.540 acres, as shown on Map 46, and Lot 181, area 22.084 acres, as shown on Map 47, said maps being on file with Land Court Application No. 1805. Increment C will be situated on Lot 181.

TAX KEY: FIRST DIVISION 4-7-04-30

ZONING: A-1 (Apartment)

DEVELOPER: LONE STAR HAWAII INC., a Hawaii corporation, having its principal place of business and post office address at Suite 1480, 190 S. King Street, Honolulu, Hawaii 96813 (Telephone: 531-8091) and having the following officers:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Robert O. Lippi	President	46-461 Hulupala Way Kaneohe, Hawaii
Francis L. Adams	Vice President	167-8 Oko Street Kailua, Hawaii
Robert W. Hutton	Vice President	c/o P. O. Box 5050 Greenwich, Connecticut
Gail S. Sims	Vice President	46-440 Hulupala Way Kaneohe, Hawaii
Samuel V. D'Onofrio	Vice President	129 S. Kalaheo Avenue Kailua, Hawaii
Gordon A. Fox	Vice President	c/o P. O. Box 5050 Greenwich, Connecticut
James W. Lovell	Treasurer	3207 Pacific Heights Rd. Honolulu, Hawaii
Irene A. O. Ikehara	Secretary	1021 Dole St., #701 Honolulu, Hawaii
Edward J. Hale	Asst. Secretary	c/o P. O. Box 5050 Greenwich, Connecticut
T. J. Dullahan	Asst. Secretary	c/o P. O. Box 5050 Greenwich, Connecticut

ATTORNEY REPRESENTING DEVELOPER: John J. Hulten, Jr., Suite 310, Financial Plaza of the Pacific, Honolulu, Hawaii 96813. Telephone No. 536-2316

DESCRIPTION: One hundred fifty (15) freehold estates are separately designated and legally described in the spaces or areas contained within the perimeter walls, floors and ceilings, the decks, if any, and the garages of each of the one hundred fifty (150) apartments intended to be constructed in Increment C of the project to be contained in thirty-three (33) two-story buildings without basement, constructed principally of wood and gypsum board on a concrete slab foundation. Each building and apartment will be numbered and located as shown on said Condominium Map and contains the number of rooms, the approximate gross floor area and the approximate house site area according to its respective plan as described below. There are four (4) apartment plans designated as 2C, 3E, 3F and 4D. The following schedule shows the number of rooms contained in each plan and data relating to floor areas and house site areas of the respective plans:

<u>Plan</u>	<u>No. of Rooms</u>	<u>Floor Area Exclusive of Garage</u>	<u>Floor Area of Garage</u>	<u>Gross Floor Area</u>	<u>House Site Area</u>	<u>Number of Apartments</u>	<u>Common Interest Percentage</u>
2-C	6	1,249	405	1654	1825	24	.2232555
3-E	9	1,549	407	1956	1937	45	.2768799
3-F	9	1,530	414	1944	1937	57	.2734837
4-D	11	1,751	415	2166	2023	24	.3129868

The plan for each apartment is as shown on Exhibit "A" attached hereto and made a part hereof. The apartment numbering scheme as shown in Exhibit "A" denotes the thirty-three (33) buildings in Increment C which are numbered from 26 through 58, inclusive. The apartment units within each identified building are then assigned a letter starting with A and going through F, depending on the total number of apartments in each building.

Each apartment has immediate access to the walkways, sidewalks, parking areas, driveways and roads connecting it to the public streets.

Each apartment shall be deemed to include all of the areas or spaces enclosed by the walls, floors and ceilings surrounding the apartment, including the garage space, all the walls and partitions which are not load-bearing within the perimeter walls of the apartment, the decks, if any, on the second floor level as shown on said Condominium Map, the inner decorated or finished surfaces of all walls, floors and ceilings, all doors, including garage doors, window frames, windows and glass walls, and all fixtures and appliances originally installed therein, including electric range, oven and range hood, dishwasher, garbage disposal, hotwater heater and all plumbing and lighting fixtures and carpeting furnished by the Developer in the bedrooms and living or living-dining rooms. A fully enclosed garage is attached to each unit, providing space for two cars and equipped with an automatic door opener. Each apartment shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the apartment or of interior load-bearing walls, nor shall said apartment be deemed to include the pipes, wires, conduits or other public utility lines running through the apartment which are utilized for or serve more than one apartment.

COMMON ELEMENTS: The remaining portions of the project are designated as and herein called the "common elements", including specifically but not limited to: the land in fee simple, foundations, columns, beams, supports, perimeter walls, including garage walls and interior walls separating adjacent apartments in the same building, load-bearing walls not exclusively serving a particular apartment, floor slabs and roofs; grounds, recreational facilities, fences, stonewalls, walkways, parking areas, driveways and pavement; central facilities and appurtenant installations for utility and other common services such as power, light, gas and water; and, in general, all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: In the Declaration, as filed, certain portions of the common elements are set aside and allocated as "limited common elements" 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:

1. The land over which each building stands and which is situated within the outer perimeter of each building shall be appurtenant to and for the exclusive use of the apartments located in said building.

2. All common elements which are necessary or convenient for the use of an apartment and situated within that certain area referred to herein as the "house site", the perimeter of which is delineated on said Condominium Map and within which each apartment is contained, including any areas shown on said Condominium Map as an entry or court and the outdoor area between the wall of the living and dining rooms or living-dining room of an apartment and the perimeter of the house site, are hereby designated as limited common elements, appurtenant to and for the exclusive use of the apartment contained within the respective house site; subject, however, as to such common element, to any easement for the use of the same in favor of any other apartment as set forth in the Declaration.

EASEMENTS: In addition to any easements designated in the limited common elements, the apartments and common elements shall have and be subject to the following easements:

1. Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as herein provided; and in all other apartments in the same building for support.
2. If any portion of the common elements now encroaches upon any apartment or if any apartment now encroaches upon any other apartment or upon any portion of the common elements as a result of the construction of the buildings or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement shall exist for the encroachment and for the maintenance of the same so long as the building stands in which the apartment is situated. In the event such building, any apartment, any adjoining apartment or any adjoining common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, minor encroachment of parts of the common elements upon any apartment, or of any apartment upon any other apartment or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such building shall stand.
3. The Association of Apartment Owners of the project shall have the right, to be exercised by its Board of Directors or Managing Agent, to enter any apartment and limited common element during reasonable hours from time to time as may be necessary for the operation of the project or for making emergency repairs therein required to prevent damage to any apartments or common element or for the installation, maintenance, repair or replacement of any common element.
4. The Developer reserves to itself, its successors and assigns, until December 31, 1980 or until such time as all of the land described herein has been included within an increment of the project, whichever shall first occur, the following rights:
  - (a) An easement over, under and across the common elements of the project for the purposes of all work connected with or incidental to the development, construction and sale of apartments in any undeveloped portions of said land.
  - (b) The right, appurtenant to the undeveloped portions of said land, in the nature of an easement over and upon any other portion of said land, to create and cause dust, noise, vibration and

other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of apartments in said undeveloped portions of said land.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto the undivided percentage interest in all common elements of the project, hereinafter called the "common interest", as set forth for each apartment under topic heading DESCRIPTION above, and the same proportionate interest in all common profits and expenses and for all other purposes, including voting; provided, however, that Developer, without the consent of any apartment owner or any other person holding any interest in any apartment of the project or the Association of Owners, may at any time prior to December 31, 1980, amend the Declaration for the purpose of adjusting the plan, description or common interest of any apartment in any increment of the project which has not been actually constructed and completed; provided, however, that no such amendment shall in any way alter any apartment (or the common interest appurtenant thereto or the plan or description thereof) which has been conveyed by Owner prior to the effective date of such amendment. An apartment shall be deemed to constitute a part of the project as of the date that the architect for the project certifies as the date on which the apartment has been substantially completed and is ready for occupancy.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The apartments and common elements shall be occupied and used only for residential purposes.

NOTE: Among other things the House Rules provide that:

(a) Occupancy is limited to not more than four (4) persons per two-bedroom apartment, six (6) persons per three-bedroom apartment, and eight (8) persons per four-bedroom apartment.

(b) One dog or one cat only may be allowed in an apartment and must be registered. Pets which cause a nuisance must be removed from the project on notice from the Board.

(c) No apartment owner or occupant shall without the written approval of the Board of Directors install or use a waterbed, or any other device of similar size or use which utilizes water in similar or like fashion, in the second story level of any apartment.

OWNERSHIP TO TITLE: The Preliminary Report dated January 18, 1977, furnished by Security Title Corporation confirms the fee ownership to title as being in Lone Star Hawaii, Inc.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report dated January 18, 1977, prepared by Security Title Corporation describes the following encumbrances against title:

1. Tax Key: 4-7-4-30 (por.) For any taxes that may be due and owing and a lien on the parcel of land herein described, reference is hereby made to the Office of the Tax Assessor of the First Division.
2. Reservation in favor of the State of Hawaii as set forth in Royal Patents 1423, 1554, 1555, 1664, 2012 and 6589 and the provisions mentioned thereto in Original Certificate of Title No. 83,328.
3. Designation of Easement 82 over and across Lot 181, Easements 84 and 85 affecting Lot 181 as shown on Map 47 as set forth by Land Court Order No. 35467 filed July 12, 1972.
4. Grant dated November 17, 1972, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 609009, in favor of the Hawaiian Electric Company, Inc., granting easement for utility within Easement 82 within Lot 181, easement for transformer vaults within Easements 84 and 85 over Lot 181.

5. Designation of Easements 103 and 104 over and across Lot 181, for Access purposes as shown on Map 52 as set forth by Land Court Order No. 37012 filed March 8, 1973.
6. Condominium Map No. 163 filed in said Office of the Assistant Registrar on April 18, 1973.
7. The covenants, agreements, obligations, conditions and other provisions set forth in that certain Declaration submitting Lot 181 (besides other lands) to the horizontal property regime pursuant to Chapter 514 Hawaii Revised Statutes dated March 8, 1973, filed in said Office of the Assistant Registrar as Document No. 626684, to which reference is hereby made.
  - (a) By instrument dated June 8, 1973, filed in said Office of the Assistant Registrar as Document No. 633472, the foregoing Declaration was amended.
  - (b) By instrument dated August 10, 1973, filed in said Office of the Assistant Registrar as Document No. 645958, the foregoing Declaration was further amended.
  - (c) By instrument dated October 3, 1973, filed in said Office of the Assistant Registrar as Document No. 652895, the foregoing Declaration was further amended.
  - (d) By instrument dated December 30, 1974, filed in said Office of the Assistant Registrar as Document No. 707489, the foregoing Declaration was further amended.
8. Grant dated June 1, 1973, filed in said Office of the Assistant Registrar as Document No. 633198, in favor of Hawaiian Electric Company, Inc., granting easement for utility within Easement 81 within Lot 181, (also affects other property).
9. Designation of Easements 121, 122, 123, 124, 125, 126, 127, 128, 129 and 130 affecting Lot 181, for electrical purposes as shown on Map 58 as set forth by Land Court Order No. 39514 filed April 4, 1974.

PURCHASE MONEY HANDLING: A copy of the Escrow Agreement dated January 28, 1977, by and between Security Title Corporation, a Hawaii corporation, as Escrow, and Lone Star Hawaii Inc., as Seller, has been submitted to the Commission as part of this registration. On examination the Escrow Agreement and Sales Contract are found to be in compliance with Chapter 514, Hawaii Revised Statutes.

The executed Escrow Agreement provides in part that if at any time (a) Escrow receives written notice from Developer to return to a purchaser under a Sales Contract the funds of such purchaser then held by Escrow under the Escrow Agreement, or (b) with respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, there shall be any change in the condominium building plans subsequent to the execution of the 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 (c) the Final Public Report differs in a material respect from the Preliminary Public Report, and the purchaser's written approval or acceptance of such change has not been obtained, or (d) the Final Report is not issued within one (1) year from the date of issuance of the Preliminary Report unless the sales contract is nevertheless affirmed by the purchaser, then in any such event Escrow shall return such funds to the purchaser, without interest earned, less Escrow's cancellation fee of \$25.00 per apartment.

The provisions of the Sales Contract should be carefully read by the purchasers. The specimen document filed as a part of the registration

recites the conditions under which the purchaser acknowledges receipt of the Public Report; further, the Sales Contract provides that if at the time the purchaser signs the contract the Commission has not issued its Final Public Report covering this project, purchaser may cancel his contract by written notice to the Seller within five (5) days from the receipt of a true copy of such Final Public Report if it differs in any material respect from the Preliminary Public Report or if the Final Public Report is not issued within one year from the date of issuance of the Preliminary Public Report or if there is any change in the condominium building plans subsequent to the execution of the purchaser's contract requiring the approval of a county officer having jurisdiction over issuance of permits for construction of buildings, in which case the purchaser's funds will be returned, without interest and less Escrow's cancellation fee.

It is incumbent upon the purchaser that he read with care the Sales Contract and Escrow Agreement. The Escrow Agreement establishes how the proceeds and the sale of the apartments and all sums of any source are placed in trust as well as the retention, disbursement and refund of said trust fund.

NOTE: Prospective purchasers should be aware that the Sale provides in part:

(1) That the Purchaser must pay at closing an amount equal to two months common expenses to Tropic Shores Realty Ltd., as Managing Agent. This sum is a contribution to the reserve accounts established by the Association and is in addition to any customer trust funds required by Purchaser's lending institution.

(2) That in accordance with the Declaration the Seller "reserves the right, without consent of the Purchaser, to amend the Declaration at any time prior to December 31, 1980 for the purpose of adjusting the plan, description or common interest of any apartment in any increment of the project which has not yet been actually constructed and completed; provided, however, that no such amendment shall in any way alter any apartment (or the common interest appurtenant thereto or the plan or description thereof) which has been conveyed by the Owner (Seller) prior to the effective date of such amendment." Any such change which is substantial will be reflected in the Final Public Report or a Supplementary Public Report.

MANAGEMENT AND OPERATION: The Declaration of Horizontal Property Regime provides that the operation of the project shall be conducted for the Association of Apartment Owners by a responsible corporate Managing Agent pursuant to the Management Agreement submitted to the Commission. The Managing Agent is Tropic Shores Realty, Ltd., a Hawaii corporation, whose principal place of business and post office address is 33 S. King Street, Honolulu, Hawaii.

STATUS OF THE PROJECT: Construction of Increment C model units commenced November 29, 1976, and will be completed by December 31, 1978. The Developer advises that it has agreed in principle with Lone Star Hawaii Construction Inc. as to contract terms for the construction of the project. As of the date of this Preliminary Public Report the construction contract is yet to be executed.

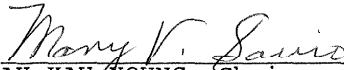
PROGRAM OF FINANCING: The Owner/Developer will finance the construction of the buildings from its own equity funds and credit lines without the encumbrance of a mortgage. Arrangements for take out financing on individual apartments have not yet been made.



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 February 10, 1977, and information subsequently filed as of March 15, 1977.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 900 filed with the Commission on February 10, 1977.

This Report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow in color.

 for \_\_\_\_\_  
AH KAU YOUNG, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

Department of Taxation  
Bureau of Conveyances  
Planning Department, City & County of Honolulu  
Federal Housing Administration  
Escrow Agent

Registration No. 900  
March 18, 1977

EXHIBIT "A"

<u>APARTMENT NO.</u>	<u>PLAN</u>	<u>APARTMENT NO.</u>	<u>PLAN</u>	<u>APARTMENT NO.</u>	<u>PLAN</u>
26A	2C	37C	3E	48C	3F
26B	3E	37D	3E	48D	4D
26C	3F	37E	3F	48E	3E
26D	4D	37F	3F	48F	2C
27A	2C	38A	4D	49A	4D
27B	3E	38B	3F	49B	3F
27C	3F	38C	3E	48C	3E
27D	4D	38D	2C	49D	2C
28A	4D	39A	4D	50A	2C
28B	3E	39B	3E	50B	3E
29A	3F	40A	2C	50C	3F
29B	3F	40B	3E	50D	4D
29C	3E	40C	3F	51A	3F
29D	3E	40D	4D	51B	3F
29E	3F	41A	2C	51C	3E
29F	3F	41B	3E	51D	3E
30A	2C	41C	4D	51E	3F
30B	3E	41D	3F	51F	3F
30C	3F	41E	3E	52A	4D
30D	4D	41F	2C	52B	3F
31A	3F	42A	4D	52C	3E
31B	3F	42B	3F	52D	2C
31C	3E	42C	3E	53A	2C
31D	3E	42D	2C	53B	3E
31E	3F	43A	4D	53C	3F
31F	3F	43B	3E	53D	4D
32A	2C	44A	2C	54A	4D
32B	3E	44B	3E	54B	3F
32C	3F	44C	4D	54C	3E
32D	4D	44D	3F	54D	2C
33A	2C	44E	3E	55A	3F
33B	3E	44F	2C	55B	3F
33C	3F	45A	3F	55C	3E
33D	4D	45B	3F	55D	3E
34A	4D	45C	3E	55E	3F
34B	3F	45D	3E	55F	3F
34C	3E	45E	3F	56A	4D
34D	2C	45F	3F	56B	3F
35A	3F	46A	2C	56C	3E
35B	3F	46B	3E	56D	2C
35C	3E	46C	3F	57A	4D
35D	3E	46D	4D	57B	3F
35E	3F	47A	3F	57C	3E
35F	3F	47B	3F	57D	2C
36A	4D	47C	3E	58A	3F
36B	3F	47D	3E	58B	3F
36C	3E	47E	3F	58C	3E
36D	2C	47F	3F	58D	3E
37A	3F	48A	2C	58E	3F
37B	3F	48B	3E	58F	3F